



Customer Connection and Access Agreement

Powerlink Template –Load Connection and Access Agreement.

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Comments:



Customer Connection and Access Agreement

[#name of Customer connection#] ~ Customer Connection and Access Agreement

Dated:

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

and

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

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Details

Interpretation – definitions are in Schedule 10 (“Dictionary”)

Parties	Powerlink and Customer	
Powerlink	Name	Queensland Electricity Transmission Corporation Limited (trading as Powerlink Queensland)
	ABN	82 078 849 233
Customer	Name	XXXX
	ABN	XXXX
	Facility Address	XXXX
Recitals	A	The Customer requires connection to the <i>Transmission Network</i> to take <i>Energy</i> from the <i>Transmission Network</i> for consumption at the Customer Facility (“ Load ”).
	B	This agreement sets out the agreed terms for the provision of Transmission Services by Powerlink to the Customer, including the charges that the Customer will pay to Powerlink.
	C	This agreement also sets out the terms on which Powerlink and the Customer must design, construct, co-ordinate and commission their respective works.
Start Date	Date of agreement	
End Date	The date that is [xx] years from the Charges Commencement Date.	
Date of agreement	The date that the last party signs this agreement - see Signing page	

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General terms

Part A - Transmission Services

1 Transmission Services

1.1 Provision of and acceptance of Transmission Services

On and from the Load Connection Date;

- (a) **(by Powerlink)** Powerlink must provide the Transmission Services to the Customer; and
- (b) **(by Customer)** the Customer must accept the Transmission Services from Powerlink,

subject to and in accordance with the Electricity Laws and this agreement.

1.2 Exceeding Agreed Power Transfer Capability

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

1.3 Limits of agreed configuration

The Customer 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 and acceptance of Transmission Services”)

1.4 TNCP and Asset Boundary

The Transmission Network Connection Point, the Asset Boundary and the Powerlink Assets are identified in Schedule 1 (“Powerlink Assets”).

1.5 Connection and access arrangements under the Rules

The Customer acknowledges that:

- (a) **(connection and access)** under the Electricity Laws:
 - (i) the *Transmission Network* (including an *Identified User Shared Asset* but excluding a *Designated Network Asset*) is subject to an ‘open access’ connection and access regime;
 - (ii) a *Designated Network Asset* is not subject to ‘open access’ but the process in clause 5.3 of the Rules applies to a connection to a *Designated Network Asset* and access to a *Designated Network Asset* (including the provision of *DNA Services*) is governed by the *Access Policy* that applies to the *Designated Network Asset*;

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- (b) **(no property/firm access rights)** this agreement does not give the Customer any property rights or firm access rights, or any entitlement to compensation in relation to any such rights, to any assets, capacity or capability in or over the *Transmission Network* or the Powerlink Assets;
- (c) **(interactions)** the operation of Powerlink's *Transmission Network* and the Powerlink Assets depends on the interaction of all plant and equipment connected (directly or indirectly) to it; and
- (d) **(equipment of others)** other persons whose plant and equipment is connected (directly or indirectly) can impact the operation, performance and outcomes of Powerlink's *Transmission Network* and the Powerlink Assets and the provision of Transmission Services.

1.6 Access Policy

Where the Powerlink Assets include a DNA, except to the extent the Access Policy would not comply with Electricity Laws, Powerlink must:

- (a) **(submitted Access Policy)** ensure that the Access Policy that it submits to the *AER* under the Rules for the Powerlink DNA complies with the principles set out in Schedule 9A ("Access Policy");
- (b) **(approved Access Policy)** use its reasonable endeavours to ensure that the *Access Policy* approved by the *AER* under the Rules for the Powerlink DNA complies with the principles set out in Schedule 9A, unless otherwise agreed in writing with the Customer; and
- (c) **(changes to Access Policy)** Powerlink must not, without the Customer's prior written consent, propose any change to the Access Policy approved by the *AER* under the Rules for the Powerlink DNA which does not comply with the principles set out in Schedule 9A ("Access Policy").

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 circumstances (or any combination of them):

- (a) **(contingency events)** one or more Contingency Events affecting the transfer of electricity at the Transmission Network Connection Point or through the Powerlink Assets;
- (b) **(constraints)** a constraint on the *Transmission Network* or the Powerlink Assets;
- (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 6.8 ("Other non-compliance"); or

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- (e) **Powerlink Minimum Land Access Requirements**) Powerlink not having the benefit or use of the Powerlink Minimum Land Access Requirements.

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 Customer and minimise the impact and duration of the service reduction or suspension; 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 Customer’s obligation to pay the Charges or other amounts payable in accordance with this agreement.

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Part B - Construction

3 Works Schedule

- (a) The parties must comply with their respective obligations under Schedule 2 (“Works”),
- (b) The Customer must comply with Schedule 8 (“Substation civil design and construction requirements”).
- (c) The provisions of Schedule 2 (“Works”) commence on and from the Start Date and end on the later of:
 - (i) Completion Date (without limiting and rights or obligations under Schedule 2 (“Works”) which have accrued before that date; or
 - (ii) completion of the Customer Works, including Load Energisation of the Facility.

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Part C - Technical terms

4 Technical requirements

4.1 Compliance with technical requirements

The Customer must comply with Schedule 3 (“Technical Requirements (“Load”)).

4.2 Performance Standards

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

5 Compliance testing

5.1 Rules to apply

The parties agree that clause 5.7 of the Rules (“Inspection and Testing”) applies to inspection and testing of plant and equipment under this agreement, subject to clause 9 (“Access to facilities”) and clause 6.11 (“Verification”).

5.2 No impediment to testing

Each party must not impede the other’s exercise of its rights under this clause 5 (“Compliance testing”), unless it is entitled to do so under this agreement, the Rules or a law.

6 Disconnection and reconnection

6.1 Self-disconnection

- (a) Despite anything else in this agreement, the Customer must disconnect the Customer Facility from the Transmission Network if the operation of any part of the Customer Facility or conditions on the Transmission Network does or is likely (in the Customer’s reasonable opinion, acting in accordance with *Good Electricity Industry Practice*) to damage or reduce the life of the Customer Facility.
- (b) The Customer must ensure that detection of these circumstances and disconnection occurs automatically, including by installing all necessary monitoring equipment and redundancy.
- (c) The Customer must ensure that the Customer Facility (or the applicable parts of it) can be safely disconnected under this clause 6.1 (“Self-disconnection”) for an extended period without transferring electricity at the Asset Boundary.
- (d) In performing its obligations under this clause, the Customer must comply with any relevant operational obligations in Schedule 4 (“Operational procedures”).

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- (e) Where the Customer has disconnected in accordance with clause 6.1 (“Self-disconnection”) Powerlink agrees (unless otherwise permitted under this agreement or the Rules):

- (i) **(not prevent)** not to prevent the reconnection of the Customer Facility to the Transmission Network; and
- (ii) **(reconnect)** to reconnect the Powerlink Assets to the Customer Facility (to the extent necessary),

as soon as reasonably practicable (taking into account the Rules and *Good Electricity Industry Practice*) after the condition leading to the disconnection has ended and all matters relevant to the Customer self-disconnecting have been rectified and satisfied to Powerlink’s reasonable satisfaction, including the Customer’s reconnection obligations under the Rules.

6.2 Emergency disconnection

If Powerlink reasonably believes that the operation of the Customer Facility, or any part of it, poses a threat to the safety of persons or *Power System Security* or may lead to damage to the *Transmission Network* or any of the Powerlink Assets or any third party property, Powerlink may take any action that it reasonably considers necessary (including disconnection at the Asset Boundary). In exercising its rights under this clause, Powerlink must comply with any relevant operational requirements set out in Schedule 4 (“Operational procedures”).

6.3 Notice of emergency disconnection

Powerlink agrees to inform the Customer of any action it takes under clause 6.1 (“Emergency disconnection”) as soon as is reasonably practicable after taking that action, and of any action Powerlink reasonably believes the Customer must take to avoid the recurrence of the threat to the safety of persons or the *Power System Security* or the damage to the *Transmission Network* or the Powerlink Assets.

6.4 Disconnection for Technical Breach

- (a) Powerlink may disconnect the Powerlink Assets (including by disconnection at the Asset Boundary) or refuse to commission the Powerlink Works or connect the Customer Facility (or any part of it) to the Powerlink Assets or the *Transmission Network* if, in Powerlink’s reasonable opinion (whether as a result of testing under clause 5 (“Compliance testing”) or otherwise), there is a Technical Breach that is likely to have a material adverse effect on:
- (i) **(Powerlink’s assets)** the Powerlink Assets; or
 - (ii) **(network)** the operation of the *Transmission Network*; or
 - (iii) **(users)** other users of the *Transmission Network*.
- (b) In exercising its rights under this clause, Powerlink must comply with any relevant operational requirements set out in Schedule 4 (“Operational Procedures”).

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6.5 Notification of Technical Breach

Powerlink agrees to give notice to the Customer of any Technical Breach and any proposed disconnection under clause 6.4 (“Disconnection for Technical Breach”), including:

- (a) **(details)** sufficient detail to enable the Customer to identify the nature of the Technical Breach and to remedy it;
- (b) **(timing)** the date and time of any proposed disconnection (which cannot be sooner than 48 hours after giving the notice); and
- (c) **(remedy timeframe)** the reasonable period of time in which Powerlink considers the Technical Breach must be remedied.
- (d) **(where Customer remedies)** Powerlink will not proceed with any proposed disconnection under clause 6.4 (“Disconnection for Technical Breach”) if the Customer has remedied the Technical Breach to Powerlink’s satisfaction (acting reasonably in accordance with *Good Electricity Industry Practice*) and provided Powerlink with notice of the remediation within the time period specified in clause 6.5(c).

6.6 Reconnection following rectification of Technical Breach

Where Powerlink exercises its right to disconnect under clause 6.1 (“Emergency disconnection”), 6.4 (“Disconnection for Technical Breach”), or 6.8 (“Other non-compliance”) it must reconnect the Powerlink Assets as soon as reasonably practicable, in accordance with *Good Electrical Industry Practice*, (including the safe and reliable operation of the *Transmission Network*) after the condition 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.

6.7 Liaising with AEMO about remedy for Technical Breach

The Customer must liaise with AEMO about remedying the Technical Breach if it involves non-compliance with a *Performance Standard* and the Customer must

- (a) **(keep Powerlink informed)** keep Powerlink informed of its discussions with AEMO;
- (b) **(allow discussion with AEMO)** allow Powerlink to discuss the Technical Breach and potential remedy with AEMO; and
- (c) **(provide information to Powerlink)** provide Powerlink with reasonable information about its discussions with AEMO.

6.8 Other non-compliance (non-material)

- (a) If a Technical Breach is not likely to have the material adverse effect referred to in clause 6.4 (“Disconnection for Technical Breach”), Powerlink may, by notice to the Customer, request the Customer to:
 - (i) **(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

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- (ii) **(notify)** notify Powerlink within 24 hours of remedying the Technical Breach.
- (b) If the Customer does not comply with a notice from Powerlink under clause 6.8(a) (“Other non-compliance”), then Powerlink may reduce or suspend Transmission Services in accordance with clause 2 (“Service reduction”) if Powerlink believes this action is reasonably necessary to remedy the breach, mitigate the effects of the breach or prevent the happening of future Technical Breaches.

6.9 Exchange of information about Technical Breach

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

6.10 Customer requirements for reconnection – Technical Breach

Powerlink is not obliged to commission the Powerlink Works, connect or reconnect the Powerlink Assets or the Customer Facility unless the Customer has remedied the Technical Breach, the Technical Breach no longer subsists or the Customer has taken steps to avoid the recurrence of the threat to the Powerlink Assets or *Power System Security* to Powerlink’s reasonable satisfaction.

6.11 Verification of remedy of Technical Breach

Powerlink may inspect and test the Customer Facility (or any relevant part of it) to verify that a Technical Breach has been remedied or that a threat to the Powerlink Assets or *Power System Security* will not recur if it reasonably considers that verification is necessary. The Customer must co-operate reasonably in carrying out any verification under this clause 6.11 (“Verification of remedy of Technical Breach”).

6.12 Recovery of Costs

Powerlink may recover from the Customer any reasonable costs, charges or expenses incurred as a result of a Technical Breach. Powerlink will give the Customer a tax invoice for these costs, charges or expense and the Customer must pay this tax invoice in accordance with clause 12.2 (“Payment”).

6.13 Other disconnection rights and obligations

Nothing in this clause 6 (“Disconnection and reconnection”) limits:

- (a) **(termination)** Powerlink’s right to terminate under clause 19.1(b) (“Customer Non-Financial breach”);
- (b) **(legal rights)** Powerlink’s disconnection rights or obligations under the Electricity Laws; or
- (c) **(automatic disconnection)** the Customer’s disconnection obligations under clause 6.1 (“Self-disconnection”).

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Part D - Operational Terms

7 Operational procedures

The parties must comply with Schedule 4 (“Operational procedures”).

The parties must comply with Schedule 9 (“Operating Arrangements for Land Access”).

8 Maintenance

Each party is responsible for maintaining (and replacing, when necessary) any *Plant* or associated *Facilities* 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.

9 Access to facilities

9.1 Powerlink’s rights of access

The Customer grants Powerlink a non-exclusive licence to access and use the Customer Facility or any part of it at any time during the Term and in the circumstances set out in clause 21.2 (“Access after expiry/termination”):

- (a) **(construction and commissioning)** to construct and Complete the Powerlink Works (and perform all associated work) or any part of the Powerlink Works located on the Customer Facility;
- (b) **(installation)** to install and keep any Powerlink Assets or Powerlink equipment that must be located on the Customer Facility;
- (c) **(repair and maintenance)** to inspect, maintain, repair or replace any Powerlink Assets or Powerlink equipment on the Customer Facility;
- (d) **(compliance check)** to ensure that the Customer Facility (or any part of it) complies with this agreement and the Electricity Laws;
- (e) **(emergencies)** to deal with any emergency that relates to or affects the Powerlink Assets; and
- (f) **(other)** to exercise a right it has under this agreement or a right or obligation under the Electricity Laws.

9.2 Conditions of Powerlink access

Subject to Powerlink’s rights to give the Customer or any of its employees, agents or contractors reasonable directions about complying with applicable laws, including laws relating to electrical safety, if Powerlink seeks access under this clause 9 (“Access to facilities”), it agrees to:

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- (a) (**notice**) except for clause 9.1(e) (“Powerlink’s rights of access (emergencies)”), give reasonable notice to the Customer before exercising its right of access (and, to avoid doubt, is not entitled to access unless that notice is given);
- (b) (**site rules**) comply with the Customer’s reasonable operating rules and guidelines that relate to access to the Customer Facility and matters relating to health, safety, environmental, industrial relations and security as they apply to persons accessing the Customer Facility;
- (c) (**no interference**) use reasonable endeavours to ensure that its access does not:
 - (i) unreasonably impede the Customer Works or the operation of the Customer’s facility; and
 - (ii) interfere with or damage any plant, materials, stores, or any other property of the Customer; and
- (d) (**supervision**) allow the Customer to reasonably supervise Powerlink’s activities and conduct when exercising a right of access under this clause 9 (“Access to facilities”), but any such supervision will not relieve Powerlink from responsibility for its activities.

9.3 No fee

No fee or other consideration is payable for exercising any rights under this clause 9 (“Access to facilities”).

10 Metering

10.1 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 *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*).

10.2 Rule provisions

In this agreement, and for the purpose of any relevant obligations under Chapter 7 of the Rules:

- (a) (**Powerlink**) Powerlink is taken to be the *Local Network Service Provider*;
- (b) (**Customer**) the Customer is taken to be the *Market Participant*; and
- (c) (**Metering Coordinator**) the *Metering Coordinator* for each *Metering Installation* is as shown in Schedule 5 (“Metering”).

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10.3 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:
 - (i) **(maintain and test)** maintain and test its equipment to ensure that it meets the necessary standards; and
 - (ii) **(compliance)** if required by the *Metering Coordinator*, provide evidence of compliance.
- (c) The Parties acknowledge that the *Metering Installation* may be tested under the Rules by the *Metering Coordinator* or by AEMO, and that such testing may involve interruption of Transmission Services to the Transmission Network Connection Point.

10.4 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 5 (“Metering”).

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Part E - Financial terms

11 Charges

11.1 Commencement of Charges

On and from the Charges Commencement Date Powerlink will charge the Customer, and the Customer must pay to Powerlink, the Charges for the provision of the Transmission Services and other services provided under this agreement by Powerlink for each Billing Period, in accordance with the provisions of Schedule 6 (“Charges and other amounts”) that are relevant to those Charges.

11.2 How Charges are worked out

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

- (a) **(negotiated service charges)** charges for the Negotiated Transmission Services which are worked out as monthly amounts, escalated in accordance with clause 11.10 (“Escalation”) and payable as described in item 1.2 of Schedule 6 (“Charges and other amounts”),

(“Negotiated Service Charges”);
- (b) **(non regulated service charges)** charges for the *Non Regulated Transmission Services* which are worked out as monthly amounts, escalated in accordance with clause 11.10 (“Escalation”) and payable as described in item 1.3 of Schedule 6 (“Charges and other amounts”),

(“Non Regulated Service Charges”);
- (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 6 (“Charges and other amounts”).

11.3 Prescribed Service Charges

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

11.4 Part Billing Periods

Where 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 Customer; or
- (b) **(energy transfer)** where the Charges are determined based on *Energy* transfer, based on the measured *Energy* transfer at the Transmission Network Connection Point during the relevant part of the Billing Period.

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11.5 Customer information

The Customer agrees to provide to Powerlink the items specified in Schedule 6 (“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.

11.6 Varying Charges

The Customer 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 occur after the Start Date and that affect Non Regulated Service Charges or Prescribed Service Charges or both;
- (b) **(change to electricity transfer)** a significant change to the Customer’s electricity transfer at the Transmission Network Connection Point, including where the Customer 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 Customer not later than 6 months after Completion of the Powerlink Works; or
- (d) **(agreed change)** any variation agreed under clause 11.11 (“Review of Negotiated Service Charges”).

11.7 Notice of variation of charges

Powerlink agrees to give the Customer notice of any changes to Charges under clause 11.6 (“Varying Charges”) before the change takes effect. A notice under this clause must also include the provision of reasonable information and an explanation about the changes to Charges.

11.8 Mitigation

Powerlink agrees to use its reasonable endeavours to minimise, to the extent possible and reasonably practicable, any change to the Charges, or the amount of any lump sum under clause 11.12 (“Cost Variation and lump sum”), arising out of or in connection with clause 11.6 (“Varying Charges”).

11.9 Tax Change Event

- (a) If a Tax Change Event occurs, the Charges payable by the Customer will be adjusted to reflect the additional or reduced Taxes payable or paid by Powerlink as a result of the Tax Change Event.
- (b) Powerlink agrees to provide the Customer with reasonable information as to the basis on which the Charges are to be adjusted for a Tax Change Event as soon as reasonably practicable after Powerlink becomes aware of the occurrence of the Tax Change Event.

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11.10 Escalation

The parties agree that the escalation formula set out in item 1.4 of Schedule 6 (“Charges and other amounts”) will apply for the escalation of the Negotiated Service Charges and Non Regulated Service Charges.

11.11 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 Customer a notice setting out a basis for reviewing the Negotiated Service Charges.

Following receipt by the Customer 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 6 (“Charges and other amounts”)) necessary to accommodate the Regulatory Change.

11.12 Cost Variation and Lump Sum

If clause 11.6(c) (“costs adjustments”) applies and requires an increase to the Charge, instead of varying the Charges, Powerlink may, with written agreement of the Customer, elect to give the Customer a tax invoice for the lump sum amount of the Cost Variation and the Customer must pay this tax invoice in accordance with clause 12.2 (“Payment”).

12 Billing and payment

12.1 Monthly invoice

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

12.2 Payment

Unless this agreement states otherwise, the Customer agrees to pay an invoice issued under clause 12.1 (“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.

12.3 Default interest

If this agreement requires a party to pay an amount by a due date, then 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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13 Disputed invoices

13.1 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 12.1 (“Monthly invoice”).

13.2 Payment of disputed amounts

If the Customer, acting reasonably and in good faith, disputes an item appearing on an invoice issued under clause 12.1 (“Monthly invoice”) (not solely to delay payment of amounts that are due and payable), then the Customer must pay all undisputed amounts in the invoice and 50% of the disputed amounts by the due date and try to resolve the dispute under clause 13.3 (“Resolving dispute”).

13.3 Resolving dispute

The parties must try to resolve any disputes under clause 13.2 (“Payment of disputed amounts”) promptly and in good faith.

13.4 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 24 (“Dispute resolution”).

13.5 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.

13.6 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 the interest accruing at the Interest Rate from the date the amounts were paid.

14 Financial Security

14.1 The Financial Security obligation

- (a) The Customer 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

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effect during the whole of this period and in all other respects comply with this clause 14 (“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 14.1(a)(ii) (“The Financial Security obligation”), to accept from the Customer the provision of successive, contiguous and time-linked Financial Securities provided that the Financial Securities at all times comply with this clause 14 (“Financial Security”).

14.2 Provision of Financial Security

- (a) On or before each Security Provision Date for a Security Period, the Customer must give Powerlink one or more bank guarantees so that Powerlink holds Financial Security:
 - (i) **(security amount)** for the Security Amount applicable to the Security Period and taking effect on and from the applicable Security Start Date;
 - (ii) **(secure performance)** to secure on demand, without reference to the Customer, the performance of the Customer’s obligations to pay any amounts to Powerlink under or in connection with this agreement; and
 - (iii) **(compliance)** that at all times complies with clause 14.3 (“Requirements for Financial Security”) and all other provisions of this clause 14 (“Financial security”),

(“Financial Security”).

- (b) The Customer is taken to have complied with its obligations under clause 14.2(a) (“Provision of Financial Security”), to the extent that, at the relevant Security Provision Date, Powerlink already holds Financial Security that complies with this clause 14 (“Financial Security”) for the Security Amount applicable to the whole of the relevant Security Period, including where, in compliance with clause 14 (“Financial Security”), the Customer has provided to Powerlink a Financial Security that secures the Security Amount for the relevant Security Period as well as Security Amounts for other Security Periods.

14.3 Requirements for Financial Security

- (a) This clause 14.3 (“Requirements for Financial Security”) applies to the provision and acceptance of all Financial Security required to be provided, or otherwise given by the Customer under this clause 14 (“Financial Security”).
- (b) The Customer agrees that Financial Security must, at all times:

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- (i) **(acceptable bank)** be in the form of a bank guarantee given by an Eligible Bank (lawfully carrying on business under the *Banking Act 1959* (Cth)) that meets the Bank Credit Threshold and which Eligible Bank is otherwise acceptable to Powerlink;
 - (ii) **(irrevocable and unconditional)** be an irrevocable and unconditional commitment by the Eligible Bank to pay, without enquiry or reference to the Customer, the amount demanded by Powerlink, without set-off or counterclaim, up to the Security Amount; applicable to the Security Period;
 - (iii) **(branch)** be issued from a branch of the issuing Eligible 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;
 - (v) **(expiry date)** not have an expiry date, or have an expiry date at least three months after the applicable Security End Date; and
 - (vi) **(other terms)** be otherwise on terms acceptable to Powerlink, acting reasonably.
- (c) The parties agree that the form of bank guarantee set out in Schedule 11 (“Form of bank guarantee”) complies with this clause 14.3 (“Requirements for Financial Security”).
- (d) The Customer acknowledges that, in addition to the requirements referred to in clause 14.3(b) and (e) (“Requirements for Financial Security”), in considering the acceptance of a Financial Security, Powerlink will assess:
 - (i) **(credit risk)** the credit risk associated with the Customer; and
 - (ii) **(risk exposure)** whether any such credit risk exposes Powerlink to financial risk.
- (e) Powerlink may impose reasonable conditions and requirements in connection with the provision and acceptance of Financial Security, where Powerlink is exposed to materially greater financial risk associated with the proposed Customer which necessitates the imposition of reasonable conditions in addition to those permitted under 14.3(c). An example of a condition/requirement includes – the adjustment of Charges to reflect the assessments made by Powerlink under clause 14.3(d) (“Requirements for Financial Security”).
- (f) The Customer agrees to:
 - (i) **(comply with conditions)** comply with any reasonable conditions or requirements imposed by Powerlink under clause 14.3(e) (“Requirements for Financial Security”); and
 - (ii) **(execute documents)** execute any documents reasonably requested by Powerlink to give effect to clauses 14.3(e) and (f)(i) (“Requirements for Financial Security”).

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- (g) If the Customer does not execute a document requested by Powerlink under clause 14.3(f)(ii) (“Requirements for Financial Security”) within five Business Days of Powerlink submitting the document to the Customer, then the Customer will be deemed to have committed a Customer Financial Breach and the provisions of clause 14.4(c) (“Failure to provide Financial Security”) will apply.
- (h) This clause does not limit the operation of clauses 14.13 (“Change in circumstances of Customer”) or 14.14 (“Change in circumstances of bank providing Financial Security”).

14.4 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 14.2 (“Provision of Financial Security”). Except for the application of item 2.3 (“Dates for Works”) of Schedule 2 (“Works”), this breach by the Customer does not constitute a Customer Financial Breach unless clause 14.4(b)(i) (“Failure to provide Financial Security”) applies.
- (b) If the Customer 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 any Financial Security by its applicable Security Provision Date; or
 - (iii) **(maintain security)** maintain Financial Security in accordance with clause 14.2 (“Provision of Financial Security”),then such breach will be taken to be a Customer Financial Breach.
- (c) If the Customer commits a Customer Financial Breach referred to in clause 14.3(g) (“Requirements for Financial Security”), clause 14.4(b) (“Failure to provide Financial Security”), clause 14.5(b) (“Replacement Financial Security following payment under Financial Security”), clause 14.13(c) (“Change in circumstances of Customer”) or clause 14.16(d) (“Meaning of Bank Credit Threshold”), then in addition to, and without limiting the rights and remedies available to Powerlink for such Customer 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.

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14.5 Expiry of Financial Security

- (a) The Customer agrees that in addition to any other right of Powerlink to draw on any Financial Security, where any Financial Security contains an expiry date, then the Customer must at least 20 Business Days before the expiration of that term of the Financial Security provide to Powerlink a replacement Financial Security for the same Security Amount as the Financial Security it replaces.
- (b) Powerlink must return any Financial Security being replaced under clause 14.5(a) (“Expiry of Financial Security”) in exchange for the replacement Financial Security.
- (c) The Customer agrees that in addition to any other right of Powerlink to draw on any Financial Security, Powerlink may draw on the full amount of the Financial Security then held by Powerlink where that Financial Security has not been replaced before the date that is 10 Business Days before its expiration date and hold the proceeds:
 - (i) as security on the same basis (including as to return or reduction) as the Financial Security that was required to be provided by the Customer; and
 - (ii) without obligation to the Customer for any interest earned on the proceeds while held under this clause.
- (d) Where Powerlink holds the proceeds of any Financial Security following drawing upon it in the circumstances contemplated by clause 14.514.5(c) (“Expiry of Financial Security”), Powerlink must return those proceeds (or the remaining balance thereof where such proceeds have been applied in satisfaction of any amount contemplated by clause 14.7 (“Right to access Financial Security”)) to the Customer upon receipt of Financial Security for the then applicable Security Amount.

14.6 Replacement Financial Security following payment under Financial Security

- (a) If Powerlink draws or calls on Financial Security, then the Customer must, within 10 Business Days from the date of Powerlink’s notice, provide Powerlink with further Financial Security, that complies with this clause 14 (“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 Customer has not provided the further Financial Security in accordance with clause 14.5(a) (“Replacement Financial Security following payment under Financial Security”), then the Customer will be taken to be in Customer Financial Breach and the provisions of clause 14.4(c) (“Failure to provide Financial Security”) will apply.

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14.7 Right to access Financial Security

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

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

14.8 Procedure before accessing Financial Security

Before exercising its right under clause 14.7 ("Right to access Financial Security"), Powerlink must give the Customer:

- (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.

14.9 Other rights

Exercising its rights under clause 14.7 ("Right to access Financial Security") does not merge, extinguish, postpone, lessen, waive or limit any of Powerlink's other rights or remedies against the Customer.

14.10 Return of Financial Security on provision of further Financial Security for the next Security Period

Subject to clauses 14.1 ("The Financial Security Obligation") and 14.12 ("Outstanding claims"), Powerlink must, on the applicable Security End Date return the expiring Bank Guarantee held by Powerlink to the Customer promptly after Powerlink receives from the Customer further Financial Security, for the next Security Period, in the form of a Bank Guarantee that complies with this clause 14 ("Financial Security").

14.11 Return of Financial Security on expiry and termination

- (a) Subject to clause 14.12 ("Outstanding claims"), Powerlink must return the Financial Security to the Customer:
 - (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.

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- (b) However, Powerlink may agree to return the Financial Security earlier if Powerlink does not believe it is necessary for the Customer to maintain the Financial Security for the relevant stipulated period of time.

14.12 Outstanding claims

Clauses 14.10 ("Return of Financial Security on provision of further Financial Security for the next Security Period") and 14.11 ("Return of Financial Security on expiry and termination") do not apply if the Customer has an actual or contingent liability to Powerlink for any amount or amounts of the kind referred to in clause 14.7 ("Right to draw or call on Financial Security") at the applicable date (including any amount under clause 14 ("Termination costs")). In that case, the date for return of the Financial Security is the next Business Day after all claims have been finalised.

14.13 Change in circumstances of Customer

- (a) Powerlink may, by notice, request the Customer 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 Customer (for example, after an assignment or change in Control); or
 - (ii) **(remaining payments)** the remaining payments the Customer owes Powerlink in connection with this agreement.
- (b) Powerlink must act reasonably in making a request under this clause 14.13 ("Change in circumstances of Customer").
- (c) The Customer must comply with any reasonable request under this clause 14.13 ("Change in circumstances of Customer") within 10 Business Days from the date of Powerlink's notice and a failure to do so will be deemed to be a Customer Financial Breach and the provisions of clause 14.4(c) ("Failure to provide Financial Security") will apply.

14.14 Change in circumstances of bank providing Financial Security

- (a) The Customer must immediately notify Powerlink if the bank that issued a Financial Security that has been provided by the Customer to Powerlink under this clause 14 ("Financial Security") fails to hold and maintain a credit rating in accordance with the Bank Credit Threshold.
- (b) Powerlink may, by notice, request the Customer to provide a New Financial Security for the then current Security Amount, at any time during the Term, if the bank issuing a Financial Security fails to hold and maintain a credit rating in accordance with the Bank Credit Threshold, whether or not Powerlink has been given a notice under clause 14.14(a) ("Change in circumstances of bank providing Financial Security").
- (c) The Customer must comply with a notice from Powerlink under clause 14.14(b) ("Change in circumstances of bank providing Financial Security")

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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 14.4(c) ("Failure to provide Financial Security") will apply.

14.15 Customer may request swap of Financial Security

- (a) In this clause 14.15 ("Customer may request swap of Financial Security") a **"Financial Swap Condition"** means:
 - (i) **(existing Financial Security)** a Financial Security has been provided by the Customer to Powerlink under this clause 14 ("Financial Security");
 - (ii) **(request for swap)** the Customer, 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 14 ("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 Customer 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 Customer at the same time as the Customer provides the New Financial Security.

14.16 Meaning of Bank Credit Threshold

- (a) In this clause 14 ("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 (or other Acceptable Credit Rating Agency, in which case all references to Standard and Poor's in this clause 14.16 will be read as references to such other Acceptable Credit Rating Agency) to be not less than **A-** (or an equivalent credit rating from such other Acceptable Credit Rating Agency).
- (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

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- (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 Customer, 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 14 ("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 14.16(b) ("Meaning of Bank Credit Threshold") applies, Powerlink must give the Customer a notice setting out its determination.
- (d) The Customer agrees to comply with Powerlink's determination as contained in the notice under clause 14.16(b) ("Meaning of Bank Credit Threshold"). The Customer agrees to execute any documents requested by Powerlink to give effect to clauses 14.1514.16(b) and (c) ("Meaning of Bank Credit Threshold"). If the Customer does not execute a document within five Business Days of Powerlink submitting the document to the Customer, then the Customer will be deemed to have committed a Customer Financial Breach and the provisions of clause 14.4(c) ("Failure to provide Financial Security") will apply.

15 Insurance

15.1 Customer to take out insurance

During the Term, the Customer must, at its own cost, take out, maintain and comply with insurance policies ("**Insurance**") covering the Customer's risk for liability to Powerlink for:

- (a) **(property damage)** loss or damage to real and personal property of Powerlink, including financial and economic loss resulting from such loss or damage, arising out of or in connection with this agreement, for an amount of not less than the Aggregate Cap; and
- (b) **(public liability)** personal injury to, or death of, any person; and loss or damage to real and personal property of any person (but not Powerlink), including, financial and economic loss resulting from such injury, death, loss or damage, arising out of or in connection with this agreement, for an amount of not less than the Required Insurance Amount.

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15.2 Insurance requirements

Each Insurance policy must comply with all applicable laws and satisfy Powerlink's reasonable requirements as notified in writing to the Customer, from time to time during the Term, including requirements about: details of exclusions and deductibles; categories of risks to be covered; and any change to the required level of cover, or other insurance terms and conditions, to reflect any material change in risk profile or exposure during the Term.

15.3 Evidence of insurance

The Customer must provide a current certificate of insurance on the Notice to Proceed Date and after that when requested by Powerlink, from time to time during the Term, to enable Powerlink to review and be satisfied about the Customer's compliance with this clause 15 ("Insurance").

15.4 Certificate of insurance requirements

A certificate of insurance must include details of:

- (a) **(insurers)** all insurers for the policy;
- (b) **(cover)** the cover provided, including any exclusions applicable to the policy;
- (c) **(limits)** the limits of liability and any excess or deductibles under the policy; and
- (d) **(dates)** the commencement and expiry dates and times for the policy.

15.5 Customer compliance

The Customer must:

- (a) **(reinstate)** reinstate an Insurance if it lapses;
- (b) **(not invalidate insurance)** not do or permit to be done any act that may cause the Insurance to be avoided, cancelled or adversely affected unless it has Powerlink's written consent; and
- (c) **(notify changes)** notify Powerlink if:
 - (i) the Customer gives the insurer a notice under the Insurance policy (including a notice of claim) relevant to Powerlink's interests; or
 - (ii) the insurer intends to change or cancel the Insurance policy where such change or cancellation would significantly reduce Powerlink's ability to benefit from the Insurance.

16 Costs and duty

16.1 Expenses

Each party must pay its own expenses (except duty) incurred in connection with:

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- (a) **(preparation)** the negotiation, preparation, execution and registration of this agreement;
- (b) **(transactions)** the transactions this agreement contemplates; and
- (c) **(variations and consents)** any amendment to, or any consent, approval, waiver, release or discharge connected to this agreement.

16.2 Duty

As between the parties, the Customer is liable for and must pay all duty imposed on this agreement. The Customer agrees to reimburse Powerlink, on demand, for any duty paid by Powerlink on this agreement.

16.3 Definitions

In clause 16.2 (“Duty”):

- (a) **(duty)** “**duty**” means any duty, however described, including any interest, penalty or fine; and
- (b) **(agreement)** “**agreement**” includes any transaction arising under, and any document of instrument executed pursuant to, this agreement.

17 GST

17.1 GST gross up

If GST is imposed on any Supply made under or in relation to this agreement, and GST is not stated to be included in the consideration payable for the Supply (or clause 17.6 (“GST exclusive consideration”) does not apply to the consideration), then the Recipient must pay an additional amount for GST equal to the consideration for the Taxable Supply multiplied by the rate of goods and services tax in addition to and at the same time as that consideration is payable or to be provided for the Supply, or otherwise on demand.

17.2 Tax Invoice

The Recipient is not required to pay the additional amount unless the Supplier provides a Tax Invoice.

17.3 GST adjustment

If the amount of GST recovered by the Supplier from the Recipient differs for any reason from the amount of GST payable at law by the Supplier in respect of the Supply, the amount payable by the Recipient to the Supplier must be adjusted accordingly. If an Adjustment Event occurs in relation to a Supply, the Supplier must issue an Adjustment Note to the Recipient in relation to that Supply within 14 days of becoming aware of the Adjustment Event.

17.4 Tax credits

Despite any other clause in this agreement, the Supplier is not entitled to recover from the Recipient any amount of GST that the Supplier has paid or is liable to pay

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in relation to or in connection with any Supply acquired by the Supplier from a third party if the Supplier has received, or is entitled to, an Input Tax Credit or refund for that amount of GST.

17.5 GST and liability caps

Where, under the terms of this agreement, the liability of either party is limited to a maximum dollar amount, the parties acknowledge that the dollar amount is exclusive of the GST payable, if any.

17.6 GST exclusive consideration

Except where expressly stated otherwise, the Charges and any other consideration in this agreement are expressed as exclusive of GST.

17.7 Definitions

In this clause, the terms “**Adjustment Event**”, “**Adjustment Note**”, “**GST**”, “**Input Tax Credit**”, “**Recipient**”, “**Supply**,” “**Taxable Supply**” and “**Tax Invoice**” have the meanings given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). The term “**Supplier**” means a party that makes a Supply.

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Part F - Term and Termination

18 Term

18.1 Term of agreement

This agreement has effect during the Term. The “**Term**” starts on the Start Date and ends on the End Date, unless extended under clause 18.2 (“Automatic monthly extension”) or terminated earlier under clause 19 (“Termination”).

18.2 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 19.8 (“Termination of extended agreement”).

19 Termination

19.1 Termination by Powerlink for Customer breach

Powerlink may terminate this agreement by notice to the Customer where the Customer breaches this agreement and fails to remedy the breach:

- (a) **(Customer Financial breach)** for a Customer Financial Breach, within five Business Days of receiving notice requiring it to do so; or
- (b) **(Customer Non-Financial breach)** for a Customer Non-Financial Breach, within the reasonable period of time specified in the notice (having regard to the nature of the Customer Non-Financial Breach), which must not be less than 10 Business Days.

19.2 Termination for insolvency

A party may, provided the party is not prohibited from doing so under the Ipso Facto Laws, 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.

19.3 Termination by Powerlink for Change in control

- (a) The Customer must provide Powerlink with notice of any Change in Control, including any imminent or proposed Change in Control. The notice must include sufficient details of the Change in Control and the Customer agrees to promptly provide Powerlink with information requested by Powerlink about the nature and effect of the Change in Control.
- (b) Powerlink may terminate this agreement by notice to the Customer where there is a Change in Control of the Customer without Powerlink’s prior written consent. This clause does not apply where Powerlink unreasonably withholds its consent. The Customer agrees that it is reasonable for Powerlink to withhold its consent if:

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- (i) **(Customer breach)** the Customer is in breach of this agreement; or
- (ii) **(lack of expertise/capability)** Powerlink considers, acting reasonably, that as a result of the Change in Control the Customer will no longer have:
 - (A) the legal capacity, power and authority to continue being a party to and perform the obligations of the Customer under this agreement; or
 - (B) the relevant technical expertise or financial capability required to exercise its rights and carry out its obligations under this agreement.
- (c) Before exercising a right of termination under this clause 19.3 (“Termination by Powerlink for Change in Control”), Powerlink must provide the Customer with a notice of its intention to terminate this agreement and allow the Customer five Business Days from the date of the notice to obtain Powerlink’s written consent to the Change in Control of the Customer (not to be unreasonably withheld or delayed).

19.4 Termination by Powerlink for failure to give Notice to Proceed

Powerlink may terminate this agreement by notice to the Customer where Powerlink does not receive a Notice to Proceed by the Notice to Proceed Sunset Date.

19.5 Termination by Powerlink for failure to acquire approvals

Powerlink may terminate this agreement in accordance with Schedule 2 (“Works”), item 6.3 (“No Land and Works Approval”).

19.6 Termination by Customer for convenience

The Customer may terminate this agreement for convenience:

- (a) **(before Completion Date)** before the Completion Date, immediately by giving Powerlink notice and the termination takes effect on the date that Powerlink receives the notice from the Customer; or
- (b) **(after Completion Date)** on or after the Completion Date and before the End Date, by giving Powerlink six months’ notice and the termination takes effect on the date that is six months’ after the date that Powerlink receives the notice from the Customer.

19.7 Termination for Extended Force Majeure

Either party may terminate this agreement in accordance with clause 26.8 (“Extended Force Majeure”).

19.8 Termination of extended agreement

If this agreement has been renewed under clause 18.2 (“Automatic monthly extension”), either party may terminate the agreement by giving one month’s notice to the other party any time after the initial End Date.

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19.9 Termination by Powerlink for Customer Repeated Breach

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

19.10 Termination by Powerlink for failure to obtain Board approval

- (a) Promptly after the Notice to Proceed Date, Powerlink must apply to its Board for the Board’s written approval of this agreement as soon as is reasonably practicable and in any event within three months of the Notice to Proceed Date.
- (b) If Powerlink does not obtain the written approval of its Board by the date that is three months after the Notice to Proceed Date (or such later date agreed in writing by the parties), then this agreement terminates with effect on and from that date.
- (c) Should Powerlink obtain the written approval of its Board within the time period specified in clause 19.10(b) (“Termination by Powerlink for failure to obtain Board approval”), then Powerlink will promptly notify the Customer in this fact.

19.11 Termination by Powerlink for failure to obtain Shareholding Ministers approval

- (a) Promptly after the Notice to Proceed Date, Powerlink must apply to its Shareholding Ministers for their written approval of this agreement as soon as is reasonably practicable and in any event within six months of the Notice to Proceed Date.
- (b) If Powerlink does not obtain the written approval of its Shareholding Ministers by the date that is six months after the Notice to Proceed Date (or such later date agreed in writing by the parties), then this agreement terminates with effect on and from that date.
- (c) Should Powerlink obtain the written approval of its Shareholding Ministers within the time period specified in clause 19.11(b) (“Termination by Powerlink for failure to obtain Shareholding Ministers approval”), then Powerlink will promptly notify the Customer of this fact.

20 Termination costs

If this agreement is terminates after the Start Date and before the End Date, then (in addition to any other money payable by the Customer to Powerlink under this agreement), the Customer agrees to pay Powerlink the Termination Costs in accordance with Schedule 6 (“Charges and other amounts”), item 2 (“Termination Costs”).

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21 After expiry or termination

21.1 Removal of infrastructure

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

21.2 Access after termination/expiry

The parties agree that clause 9 (“Access to Facilities”) survives termination or expiry of this agreement and applies, but only to the extent that Powerlink requires access to the Customer Facility or any part of it, for the purpose of clause 21.1 (“Removal of Infrastructure”).

21.3 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
 - (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 21 (“After expiry or termination”) and clauses 19 (“Termination”), 20 (“Termination Costs”), 12 (“Billing and Payment”), 22 (“Liability and Indemnity”) and 25 (“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

22 Liability and indemnity

22.1 Liability excluded

Subject to item 3.1 (“Powerlink delay”), item 3.2 (“Scope of liquidated damages”) and item 3.3 (“Delays affecting Powerlink”) of Schedule 2 (“Works”), as far as the law permits, and unless specified otherwise in this clause 22 (“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 this agreement (whether in contract, tort or otherwise), except for:

- (a) (**charges**) Payment of Charges;
- (b) (**loss**) Direct Loss; and
- (c) (**claims**) Third Party Claims,

for each of which the First Party agrees to accept liability in accordance with this agreement.

22.2 Indemnity

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

22.3 Limitation of liability for Direct Loss

Subject to item 3.1 (“Powerlink delay”), item 3.2 (“Scope of liquidated damages”) and item 3.3 (“Delays affecting Powerlink”) of Schedule 2 (“Works”), the parties agree that a First Party’s liability to the Affected Party for Direct Loss is limited as follows:

- (a) (**aggregate**) a First Party’s aggregate liability to the Affected Party for the total of all claims for Direct Loss in relation to this agreement will not exceed the Aggregate Cap stated in item 5 (“Liability Caps”) of Schedule 6 (“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.

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22.4 Particular exclusions: disconnection and reduced services

Despite any other clause in this agreement, Powerlink will not be liable for any loss, injury, damage or expense the Customer 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 Land and Works Approval (if it has used reasonable endeavours to obtain those Land and Works Approvals), or Powerlink exercising its right of termination under item 6.3 ("No Land and Works Approval") of Schedule 2 ("Works");
- (b) **(decommissioning)** a party exercising its rights under clause 21.1 ("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 6.1 ("Emergency disconnection") or 6.4 ("Disconnection for technical breach") or clause 6.8 ("Other non-compliance");
- (e) **(automatic disconnection)** the Customer failing to comply with clause 6.1 ("Automatic disconnection"); or
- (f) **(access)** Powerlink not being able to perform the Powerlink Works or provide the Transmission Services because of Powerlink not having the benefit or use of the Powerlink Minimum Land Access Requirements.

22.5 Particular exclusions: access to property

Despite any other clause in this agreement, 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 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.

22.6 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 22.2 ("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:

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- (i) the Affected Party is reasonably secured for costs arising from such a proceeding, and is permitted to do so by its insurers;
- (ii) the First Party consults reasonably with the Affected Party and keeps the Affected Party reasonably informed of the conduct of the proceedings; and
- (iii) the First Party, to the extent reasonable in the circumstances, minimises any potential damage to the reputation of the Affected Party.

22.7 System Operations Function

To the extent permitted by law, Powerlink will not be liable in any way to the Customer for any loss, damage, liability, expense or claim in relation to, arising from or in connection with the performance, non-performance or purported performance of any Systems Operations Function whether not done or omitted to be done in its capacity as a *System Operator*.

22.8 Exclusions under National Electricity Law

Where the operation of the *National Electricity Law* would, in the absence of this clause 22 (“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 22 (“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.

22.9 Limitations under National Electricity Law

Where the operation of the *National Electricity Law* would, in the absence of this clause 22 (“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 22 (“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.

22.10 Other statutory limitations of liability preserved

Except to the extent expressly stated in this clause 22 (“Liability and Indemnity”), nothing in this agreement waives, varies or excludes the operation of any statutory limitations of liability available to Powerlink (or its officers and employees), including, the applicable sections of the National Electricity Law, the National Electricity (South Australia) Regulations 1998 and the Electricity Laws.

22.11 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

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

22.12 Contribution to loss suffered

If a party makes a claim against the other party under this agreement 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.

22.13 Exclusion of Warranties

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

23 Compliance with the Rules

23.1 General Compliance

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

23.2 Customer Compliance

The Customer 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*).

23.3 Non-compliance

A breach of clause 23.1 (“General compliance”) or 23.2 (“Customer 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.

23.4 Inconsistency

To avoid any doubt, if there is an inconsistency between clause 23.1 (“General Compliance”) and any other obligation of a party under this agreement (**“Inconsistent Obligation”**):

- (a) **(Rules prevail)** clause 23.1 (“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.

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23.5 Notice of inconsistency

A party that intends to rely on clause 23.4 (“Inconsistency”) must notify the other party as soon as practicable after it becomes aware of the inconsistency.

23.6 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.

24 Dispute resolution

24.1 Mandated procedure

Any dispute that arises between the parties under this agreement (other than disputes under clause 27 (“Re-negotiating agreement”), must be resolved in accordance with this clause 24 (“Dispute resolution”).

24.2 Disputes to which the Rules apply

If the dispute is a dispute that the Rules state in Rule 5.5 (“Commercial arbitration for prescribed and negotiated transmission services and DNA Services”), or Chapter 8, must be resolved using the procedures set out in the Rules (“**Rules Procedures**”), the parties must use the Rules Procedures to resolve the dispute and the remainder of this clause 24 (“Dispute resolution”) will not apply.

24.3 No Rules dispute

Where the Rules allow the parties to resolve a dispute about a matter relating to or arising out of the Rules without using Rules Procedures, the parties agree that they will resolve the dispute under this clause 24 (“Dispute resolution”) and not under the Rules Procedures and to avoid doubt, clause 8.2 (“Dispute Resolution”) of the Rules will not apply to that dispute.

24.4 Resolution by senior management

In the first instance, the parties must refer any dispute to their respective chief executive officers (or their nominees) who must try and resolve the dispute to their mutual satisfaction within 10 Business Days.

24.5 Resolution by expert and rules

If the dispute has not been resolved under clause 24.4 (“Resolution by senior management”) a party may give notice to the other that the dispute should be referred to an expert for determination. An expert determination will be conducted in accordance with the Resolution Institute Expert Determination Rules current at the time of referral (except as modified by this clause 24).

24.6 Expert’s qualifications

The expert must:

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- (a) **(appropriately qualified)** be appropriately qualified and experienced in the area of the dispute;
- (b) **(no conflict of interest)** have no interest or duty that conflicts or may conflict with his or her function as expert;
- (c) **(not employed)** not be employed by either party or any of their related entities and not have been involved with a prior dispute or have provided services to either party in Queensland within 24 months prior to engagement; and
- (d) **(confidential)** have agreed to maintain strict confidentiality about all matters he or she learns while acting as the expert.

24.7 Appointing expert

If the parties cannot agree on who to appoint as the expert within 14 days of giving the notice under clause 24.5 (“Resolution by expert”), the expert will be selected and appointed, and the expert determination will be conducted, in accordance with the Resolution Institute Expert Determination Rules current at the time of the referral (except as modified by this clause 24).

24.8 Expert not arbitrator

Any person nominated or appointed as an expert under this clause 24 (“Dispute resolution”) is an expert and not an arbitrator. The parties agree that the law relating to arbitration (including, the *Commercial Arbitration Act 2013 (Qld)*) does not apply to the expert or the expert's determination or the procedures by which the expert may reach in his or her determination.

24.9 Procedural rules

In determining the dispute, the expert is not bound by any rules of procedure or evidence and may seek the advice of independent advisers.

24.10 Expert's costs

Unless the expert determines otherwise, the parties agree to bear equally the reasonable Costs of the expert and his or her advisers.

24.11 Expert's terms of appointment

The parties must ensure that the expert's terms of appointment include the following requirements:

- (a) **(consultation)** the expert must consult with the parties concerning the matters under dispute;
- (b) **(confidentiality)** the expert must keep confidential all information provided by or on behalf of the parties to the expert;
- (c) **(investigations)** the expert may investigate the matters under dispute and make inquiries in relation to them, and take the advice of any other person the expert wishes;

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- (d) **(draft report)** the expert must make a draft report available to the parties within 20 Business Days of their appointment;
- (e) **(meetings)** the expert must meet with representatives of the parties to discuss any queries they may have in relation to the draft report; and
- (f) **(determination)** the expert will use reasonable endeavours to notify the parties of the expert's determination within 35 Business Days of the reference to the expert.

24.12 Expert's liability

The parties agree that the expert will not be liable in contract, tort (including negligence) or otherwise for any loss or damage incurred by a party or any other person as a consequence of any matter or thing done or omitted to be done by the expert if the matter or thing was done or omitted in good faith for the purposes of carrying out the responsibilities of the expert as contemplated by this clause 24 ("Dispute resolution") (and if required by an expert, the parties will enter into an agreement or deed with the expert agreeing that this clause 24.12 ("Expert's liability") applies and binds them in relation to the matters referred to the expert).

24.13 Expert's investigations

The parties must comply with all reasonable requests by an expert appointed in accordance with this clause 24 ("Dispute resolution") for information relating to the matters giving rise to their appointment.

24.14 Binding nature of determination

In the absence of fraud or manifest error, on notification by the expert of the expert's determination under clause 24.11(f) ("Expert's terms of appointment") the parties are bound by that determination.

24.15 Recourse to litigation

Either party may commence legal proceedings to resolve the dispute or any other related dispute:

- (a) **(no expert referral)** if, 30 Days after referral of the dispute to senior management under clause 24.4 ("Resolution by senior management"), the dispute remains unresolved and neither party has referred the dispute to expert determination under clause 24.5 ("resolution by expert"); or
- (b) **(expert referral)** if, 60 days after referral of the dispute to the expert under clause 24.5 ("resolution by expert"), the dispute remains unresolved.

24.16 Urgent interlocutory relief

Nothing in this clause 24 ("Dispute resolution") prevents a party from seeking urgent interlocutory relief (including, an injunction or declaration) from a court of competent jurisdiction in Queensland.

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24.17 QLD REZ Legislation

Despite anything else in this agreement, where a dispute arises between the parties under this agreement and the subject matter of that dispute also affects a dispute that is the subject of a dispute process specified under the QLD REZ Legislation, or a statutory instrument under the QLD REZ Legislation, the parties agree to submit to the applicable legislative dispute process, unless otherwise agreed in writing by both parties.

25 Confidentiality

25.1 General Obligation

All Confidential Information, and the fact of its existence, must be held and kept confidential by the parties.

25.2 Use

A party may only use Confidential Information received from the other party to implement this agreement and to comply with its obligations under this agreement, the Rules or the Electricity Laws, provided always that it may disclose Confidential Information for the purposes permitted by clause 25.3 ("Disclosure").

25.3 Disclosure

A party ("**Disclosing Party**") may only disclose Confidential Information received from the other party:

- (a) (**assignments**) to a bona fide intending assignee (or person seeking to take control via a Change in Control) of the party upon obtaining a similar undertaking of confidentiality to that set out in this clause 25 ("Confidentiality") from the intending assignee or person taking control;
- (b) (**advisers**) to its professional consultants and advisers for the purpose of obtaining professional advice upon obtaining a similar undertaking of confidentiality to that set out in this clause 25 ("Confidentiality");
- (c) (**financiers**) to any existing or prospective bank or financial institution from whom the party has obtained or is seeking to obtain finance upon obtaining a similar undertaking of confidentiality to that set out in this clause 25 ("Confidentiality");
- (d) (**compliance**) to the extent that the party reasonably believes disclosure is required to enable the receiving party to comply with obligations under, or exercise rights under, the Rules;
- (e) (**public domain**) to the extent that the Confidential Information that is to be disclosed has become generally available to the public other than as a result of an unauthorised disclosure by either party, or any of its Associates;
- (f) (**Ministers**) for Powerlink to its Shareholding Ministers, as required by any one or both of those Shareholding Ministers;

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- (g) **(legal requirement)** to the extent the disclosure is required either by any law or the listing requirements of any recognised stock exchange;
- (h) **(associates and Related Bodies Corporate)** to a party's Associates and Related Bodies Corporate;
- (i) **Rules)** for Powerlink, as required, permitted or allowed under the Rules;
- (j) **(Intending connections to Powerlink Assets)** for Powerlink - to a person intending to form a connection to the Powerlink Assets, but only to the extent Powerlink reasonably believes the disclosure is necessary to process and facilitate the connection upon obtaining a similar undertaking of confidentiality in favour of Powerlink to that set out in this clause 25 ("Confidentiality"); or
- (k) **(Persons connected to Powerlink Assets)** for Powerlink - to a person who is connected to the Powerlink Assets, but only to the extent Powerlink reasonably believes the disclosure is necessary to process and facilitate that connection or modifications to that connection upon obtaining a similar undertaking of confidentiality in favour of Powerlink to that set out in this clause 25 ("Confidentiality").

25.4 Consent

A party may not use or disclose Confidential Information received from the other party for any purpose other than in accordance with clause 25.2 ("Use") or 25.3 ("Disclosure") without the prior written consent of the other party. A party giving consent under this clause may give consent subject to reasonable conditions.

25.5 Associates

Each party must ensure that its Associates who are at any time in possession of Confidential Information observe and comply with this clause 25 ("Confidentiality"). To avoid doubt, each party is responsible for the acts or omissions of its Associates in relation to Confidential Information.

25.6 Notice of Disclosure

If a party intends to disclose Confidential Information under clause 25.3(f) ("Ministers") or 25.3(g) ("legal requirement"), then that party will give reasonable notice of the intended disclosure to the other party (including details of the Confidential Information to be disclosed and the third party to whom it is to be disclosed) to the extent that it is legally able to do so.

25.7 Public announcements

Where a party is entitled to make a public disclosure under clause 25.3 ("Disclosure") or otherwise proposes to make a public announcement about matters related to this agreement, the party agrees to use reasonable endeavours to consult with the other party prior to making the public disclosure.

25.8 Announcements about assets

Despite clause 25.7 ("Public announcements"), neither party may, except as required by law or the listing requirements of any recognised stock exchange, make

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a public announcement about the condition or operation of the other party's assets without that other party's prior written consent, which cannot be unreasonably withheld.

25.9 Network data

Nothing in this clause 25 ("Confidentiality") prevents Powerlink from measuring data on the *Transmission Network* or from using, adapting or disclosing that data for any purpose. Powerlink owns all copyright in that data.

25.10 QLD REZ Legislation

Notwithstanding anything else in this agreement, Powerlink may use and disclose Confidential Information as may be reasonably required to perform any role it may have under any QLD REZ Legislation.

26 Force Majeure

26.1 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 (whether occurring before or after the Start Date), 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.

26.2 Effect of Force Majeure Event

Suspension of any Non-Financial Obligations under clause 26.1 ("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.

26.3 Mitigation of Force Majeure Event

Subject to clause 26.6 ("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.

26.4 Failure to mitigate

The period of suspension under clause 26.1 ("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 26.3 ("Mitigation of Force Majeure Event").

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26.5 Industrial action

Nothing in this clause 26 (“Force Majeure”) requires the Affected Party to settle any industrial dispute in any way it does not want to.

26.6 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.

26.7 Notice of Force Majeure Event

If a party reasonably considers that a Force Majeure Event has occurred or continues to occur 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.

26.8 Extended Force Majeure

Either party may notify the other party that this agreement is terminated if:

- (a) **(notice)** a party has notified the other party of a Force Majeure Event under clause 26.7 (“Notice of Force Majeure Event”); and
- (b) **(length of FM)** the Force Majeure Event has continued for more than 12 months from the date of the notice.

27 Re-negotiating agreement

27.1 Change Event

Either party may give notice to the other party if it becomes aware of the occurrence or likely occurrence of any Change Event that has a material effect on the rights or obligations of that party in connection with this agreement or otherwise materially affects the ability of that party to exercise its rights or perform its obligations under this agreement.

27.2 Notice of Change Event

A notice given in accordance with clause 27.1 (“Change Event”) must set out:

- (a) **(details)** details of the relevant Change Event;
- (b) **(effect)** the manner in which the change materially affects the notifying party's rights and/or obligations under this agreement; and

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- (c) **(variations)** a summary of the variations to this agreement that are proposed by the notifying party.

27.3 Configuration Changes

Without limiting the application of Chapter 5 of the Rules and any applicable *Access Policy*, at any time during the Term, a party may give a request in writing to the other party proposing material changes to the Asset Boundary or the *Connection Assets* or both (“**Configuration Changes**”), including:

- (a) **(assets)** changes to the use or operation of the *Connection Assets*;
- (b) **(demand)** changes to accommodate increased demand on the *Transmission Network* or increased transfer of electricity through the *Connection Assets*; and
- (c) **(add/remove)** the addition of new *Connection Assets* or the removal of the existing *Connection Assets*.

To avoid doubt, a change to the Asset Boundary or the Powerlink Assets that does not have a material adverse effect on Powerlink’s ability to comply with its obligations under clause 1.1 (“Provision of and acceptance of Transmission Services”) is not a material change for the purposes of this clause 27.3 (“Configuration Changes”).

27.4 Notification

A request under clause 27.3 (“Configuration Changes”) must:

- (a) **(changes)** describe the proposed Configuration Changes in sufficient detail to allow the other party to assess the impact of the changes on its rights and obligations under this agreement and the Electricity Laws;
- (b) **(works)** describe any works necessary to implement the Configuration Changes and identify which party may be required to carry out the works;
- (c) **(timing)** state the time by which it proposes that the Configuration Changes should be implemented; and
- (d) **(amendments)** summarise the variations that may be required to this agreement to accommodate the Configuration Changes including, for example, changes to:
 - (i) technical or operational terms and associated schedules;
 - (ii) metering arrangements;
 - (iii) commissioning or decommissioning arrangements; and
 - (iv) Charges.

27.5 Negotiations

Following receipt of a notice given in accordance with clause 27.1 (“Change Event”) or 27.3 (“Configuration Changes”), the parties must negotiate in good faith,

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and use reasonable endeavours to agree upon the changes to this agreement necessary to accommodate the relevant Change Event or Configuration Change.

27.6 Disputes

If the parties cannot agree under clause 27.5 (“Negotiations”), the dispute may be resolved in accordance with clause 24.4 (“Resolution by senior management”). To avoid any doubt, except for clauses 24.2 (“Disputes to which the Rules apply”) and 24.3 (“No Rules dispute”), the remaining clauses of clause 24 (“Dispute resolution”) do not apply to a dispute under this clause. Nothing in this clause prevents a party from exercising its rights under clause 8.2 (“Dispute Resolution”) of the Rules.

27.7 Implementing change

The parties agree not to implement any changes contemplated by this clause 27 (“Re-negotiating agreement”) until this agreement has been amended in writing.

28 General

28.1 Entire agreement

This agreement (including any schedules and appendices) is the entire understanding between the parties as to the agreement’s subject matter.

28.2 Giving effect to this agreement

Each party must do anything (including executing any document), and must ensure that its employees and agents do anything (including executing any document), that the other party may reasonably require to give full effect to this agreement.

28.3 Amending agreement

The parties may amend the agreement or waive one of its provisions by both executing a written variation or waiver, but not otherwise, except where this agreement expressly provides otherwise.

28.4 No representations or warranties

Each party acknowledges that in entering into this agreement it has not relied on any representations or warranties about its subject matter, except as expressly provided by the written terms of this agreement.

28.5 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after the agreement ends. It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity under this agreement.

28.6 Severability

If the whole or any part of a provision under this agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this

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agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

28.7 Assignment

Neither party may assign or transfer its rights and obligations under this agreement without the consent of the other party, which must not be unreasonably withheld. Each party acknowledges that it is reasonable for the other party (“**Continuing Party**”) to refuse its consent to an assignment by the first party (“**Proposed Assignor**”) unless and until:

- (a) (**breach**) if at the time of assignment the Proposed Assignor is in breach of this agreement, the Proposed Assignor remedies all outstanding breaches;
- (b) (**lack of expertise/capability**) the Continuing Party is satisfied, acting reasonably, that the proposed assignee has the legal capacity, power and authority to become a party to and perform the obligations of the Proposed Assignor under this agreement and has the relevant technical expertise and financial capability required to exercise rights and carry out obligations of the Proposed Assignor under this agreement;
- (c) (**deed of assignment**) the proposed assignee enters into a deed of assignment with the Continuing Party, on terms and conditions acceptable to the Continuing Party acting reasonably; and
- (d) (**financial security**) if the Proposed Assignor is the Customer, the proposed assignee provides Powerlink with any Financial Security as required by, and in accordance with, clause 14 (“Financial Security”).

28.8 Waiver and exercise of rights

The exercise or waiver, full or partial, of any right under this agreement does not preclude the subsequent exercise of that right or any other right.

28.9 Rights cumulative

The rights and remedies provided in this agreement are in addition to the rights and remedies given by law independently of this agreement.

28.10 Notices

- (a) Any notice, communication or notification required to be given under this agreement must be in writing and given to the other party’s nominated contact person by delivery in person, by prepaid post or by electronic mail.
- (b) A notice, communication or notification sent by electronic mail is taken to be signed by the named sender and are taken to be sent from and received at the address of the relevant party set out in clause 28.11 (“Contact details”).

28.11 Contact details

The parties contact details for notices are set out in:

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- (a) **(general notices)** item 8 (“Contacts for Notices”) of Schedule 7 (“Communication Contacts”); and
- (b) **(operations)** item 7 (“Operational Communications”) of Schedule 7 (“Communications Contracts”).

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

28.12 Deemed receipt of notices

A party is taken to have received a notice:

- (a) **(hand delivery)** immediately when delivered in person;
- (b) **(prepaid post)** after three Business Days when sent by prepaid post; and
- (c) **(email)** immediately after the sender received confirmation on its server that the message has been transmitted (except where the notice is emailed outside the other party’s normal business hours, in which case, it is deemed to be received at 9:00 am on the following Business Day).

28.13 Inconsistency with other agreements

If this agreement is inconsistent with any other document or agreement between the parties, this agreement prevails to the extent of the inconsistency.

28.14 Warranties

Each party represents and warrants to the other party that:

- (a) **(power)** it has power to enter into this agreement; and
- (corporate action)** it has taken all necessary corporate action on its part to authorise the execution, delivery and observance of this agreement.

28.15 Personal Property Securities Act

If a party determines that this agreement or any transfer or transaction relating to this agreement is or gives rise to a security interest for the purposes of the *Personal Property Securities Act 2009 (Cth)* (“**PPSA Security Interest**”), then each party agrees to all things (including signing documents) reasonably necessary to give for the registration, perfection and enforcement of the PPSA Security Interest, at the cost and expense of the party requesting such action.

28.16 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to this agreement. If so, the signed copies make up one document and the date of this agreement will be the date on which the last counterpart was signed.

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28.17 Governing law

This agreement is governed by the law in force in Queensland and the parties agree unconditionally to submit themselves to the jurisdiction of Queensland courts and courts competent to hear appeals from them.

28.18 Dictionary

Defined terms in this agreement are contained in Schedule 10 (“Dictionary”).

EXECUTED as an agreement.

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Schedule 1 – Powerlink Assets

1 Transmission Network Connection Point

The Transmission Network Connection Point (TNCP) is identified in the Connection Schematic Diagrams (Diagram 1) of this Schedule 1 (“Powerlink Assets”), item 4 (“Connection Schematic Diagrams”). All *Performance Standards* for the connected Load are specified at the Transmission Network Connection Point.

2 Power Transfer Capability

2.1 Agreed Power Transfer Capability

The Agreed Power Transfer Capability at the Transmission Network Connection Point is xxx MW at yyy kV.

2.2 Energy and Load Forecasts

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

3 Asset Boundary & responsibilities

3.1 Asset Boundary

The Asset Boundary between the Powerlink Assets and the Customer Facility for the primary system (xxx kV) is identified in item 4 (“Connection Schematic Diagrams”) of this Schedule 1 (“Powerlink Assets”).

3.2 Asset Boundary responsibilities

The Primary System Asset Boundary will be:

For the Load Connection at the Customer substation site:
at the line side of the xxx kV line isolator owned by the Customer.

At the Asset Boundary the following responsibilities apply:

- (a) Powerlink owns the landing span up to the point of attachment with the landing beam;
- (b) Powerlink is responsible for attachment of the landing span to the landing beam;
- (c) Powerlink will supply and connect the dropper to the landing span; and

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- (d) the Customer will own and is responsible for connection of the dropper to the Customer Facility,

as depicted in Diagram 2 (“Asset Boundaries at Customer Site Substation”) of this Schedule 1 (“Powerlink Assets”).

The Secondary System Asset Boundary will be:

For the Fibre Optic Connection at the Customer substation site, at a Fibre Optic Junction Box that will be owned by Powerlink.

At the Asset Boundary the following responsibilities apply:

- (a) the Customer will own all optic cabling from their equipment up to the Fibre Optic Junction Box;
- (b) Powerlink will own all OPGW related equipment up to and including the Fibre Optic Junction Box; and
- (c) the Customer will be responsible for the welding of the fibre optics within the Fibre Optic Junction Box and mounting the Junction Box on the strain beam,

as depicted in Diagram 2 (“Asset Boundaries”) of this Schedule 1 (“Powerlink Assets”).

In this item 3.2 (“Asset Boundary Responsibilities”) of Schedule 1 (“Powerlink Assets”), capitalised terms have the meaning set out in Diagram 2 (“Asset Boundaries at Customer Site Substation”) unless otherwise defined in Schedule 10 (“Dictionary”).

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4 Connection Schematic Diagrams

Diagram 1

Transmission Network Connection

(item 1 of Schedule 1)

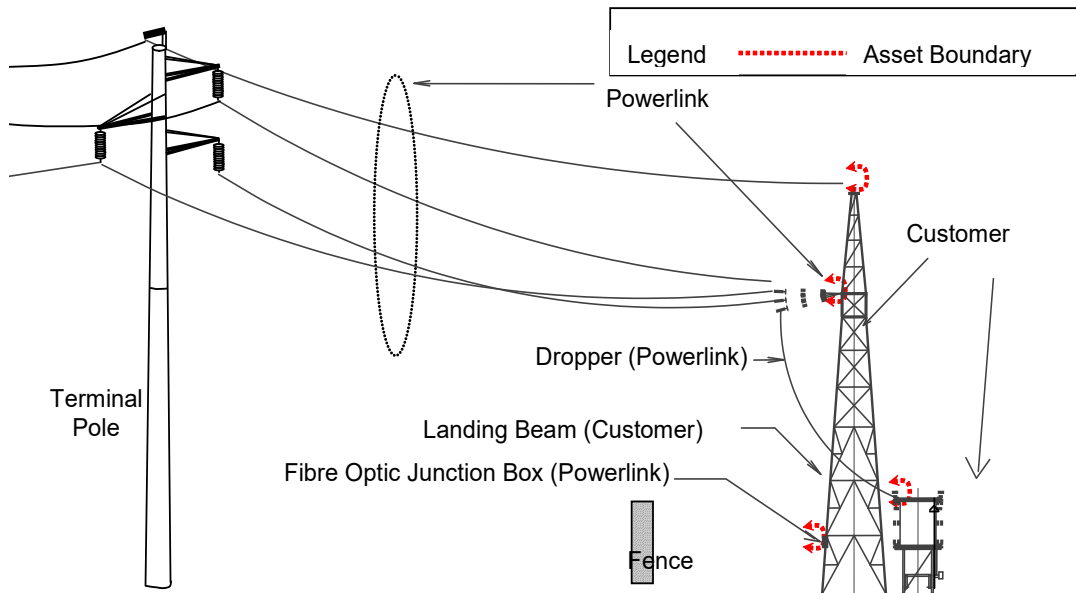
[To be inserted based on the applicable network/connection configuration and assets]

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Diagram 2

Asset Boundaries at Customer Site Substation (Item 3.2 of Schedule 1)

(Indicative/Mocked Up for Illustration Purposes Only)
(To be determined on a case by case basis based on scope)



5 [System strength]

[Insert where relevant (noting system strength services are only relevant to inverter-based loads): The Customer's *system strength node* is [insert], the *system strength locational factor* is [insert] and the *system strength quantity* is [insert]]

Schedule 2 - Works

1 Works

1.1 Obligation to construct new works

Powerlink must undertake the works described as “Powerlink’s Works” in Table 1 of Schedule 2 (“Works”) and as otherwise defined in this Schedule 2 (“Works”) (collectively, the “**Powerlink Works**”) in accordance with the terms of this Agreement.

The Customer must undertake the works described as “Customer Works” of Table 1 (“Works”) and as otherwise defined in this Schedule 2 (“Works”) (collectively, the “**Customer Works**”) in accordance with the terms of this Agreement.

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The following diagrams summarise the scope of the Powerlink Works and the Customer Works respectively, in conceptual form:

Diagram 1 – Proposed locality of works

[To be inserted]

Diagram 2 – Proposed single line diagram

[To be inserted]

1.2 Powerlink Works

[Insert description of the Powerlink Works]

The Powerlink Works are generally depicted in Diagram 2 above.

The following table provides more detail on the scope of the Powerlink Works and Customer Works:

Table 1 – Powerlink Works and Customer Works (item 1.1 of Schedule 2)

This table sets out the Powerlink Works and Customer.

[To be inserted based on the scope of works applicable to the network/connection configuration]

1.3 Exclusions and Assumptions

- (a) The Charges are calculated based on the following scope and estimate exclusions (“**Powerlink Exclusions**”) and assumptions (“**Powerlink Assumptions**”), and any deviation from these assumptions, and the advent of any of the exclusions, may, in Powerlink’s discretion, result in a Cost Variation.

(b) **Scope Exclusions:**

The Powerlink Works specifically excludes the following: [list exclusions – items below are examples only]

- (i) Any control system interface hardware or software necessary between the Customer Facility and Powerlink’s substation the subject of the Powerlink Works;
- (ii) Connection of substation earth grids of the Customer Facility;
- (iii) Any works within the Customer Facility including within the Customer’s substation; and
- (iv) Design, installation or testing of any load management or other specialty schemes.

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(c) Assumptions:

In developing the scope and cost estimate for the Powerlink Works, and on which the Charges are based, Powerlink has, without limitation of other assumptions, made the following specific assumptions: [list exclusions – items below are examples only]

- (i) That the existing pole to be utilised at [location/ identifier] is suitable in all respects for the Powerlink Works including, without limitation, its structural strength, its orientation angle, its ability to provide adequate clearance and its ability to accommodate a single OPGW;
- (ii) That the existing pole to be utilised at [location/ identifier] is suitable in all respects for the Powerlink Works including, without limitation, its structural strength, its orientation angle, its ability to provide adequate clearance and its ability to accommodate a single OPGW;
- (iii) That the length of the transmission line will not exceed 300m;
- (iv) That the Customer's substation facility will be located within a single transmission line span from the asset boundary as identified in Diagrams 1 and 2 above;
- (v) That a separation of 110m between the existing gas well and proposed 132kV transmission line being installed as part of the Powerlink Works is sufficient and will be acceptable to the gas well owner;
- (vi) That the topography of the portion of the Site where the Powerlink substation is to be located is generally flat with no gradient exceeding 10% and no more than 2 metres of differential in height or elevation across the site;
- (vii) That the topography of the powerline easement is generally flat with no gradient exceeding 15% and no more than 5 metres of differential in height or elevation per kilometre along the route;
- (viii) That there will be no conditions imposed as a result of the Land and Works Approvals and that prevent the site from being fully cleared of vegetation and with no resulting restrictions on powerline span length, elevation, or routing; and
- (ix) That there will be no delay in supply of the following equipment necessary to perform the Powerlink Works from Powerlink's suppliers: [insert key equipment].

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1.4 Customer Works

The Customer must undertake all those works (other than the Powerlink Works) required to test, commission and connect the Customer Facility to the Transmission Network, including all Customer Works, to the applicable Powerlink Standards.

1.5 Customer Works Obligations

- (a) The DC voltage level at the Customer Facility must be [125VDC].
- (b) The Customer must design the Customer Facility and the Customer Works in accordance with Australian Design Standard.
- (c) The Customer Works must:
 - (i) comply with all requirements of the agreement;
 - (ii) be fit for the purpose including, without limitation, the efficient and safe performance of by Powerlink of the Powerlink Works;
 - (iii) comply with all applicable laws and Land and Works Approvals; and
 - (iv) comply with the Powerlink Standards.
- (d) The Customer's obligations in relation to, and responsibility for, Customer Works are in no way limited or reduced by:
 - (i) any review, inspection, approval, rejection, non-rejection, consent, test, comment, permission to use, expression of satisfaction with or direction by Powerlink in relation to:
 - (A) Customer Works; or
 - (B) any design, specification or other document provided by or on behalf of the Customer for Customer Works; or
 - (ii) Powerlink starting to perform Powerlink Works on or in relation to Customer Works.
- (e) Customer Personnel

The Customer must:

 - (i) make available all Customer Personnel needed to perform its obligations under this agreement;
 - (ii) ensure that all Customer Personnel have the requisite expertise, skills, qualifications and experience necessary to perform their services to a very high standard and with due care and skill;
 - (iii) ensure that its Customer Personnel are fully briefed and trained on all matters necessary for them to perform their required services for the Customer in connection with this agreement; and

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- (iv) ensure that its Customer Personnel are fully aware and understand all policies, manual, protocols and procedures necessary for them to perform their required services for the Customer in connection with this agreement.

Powerlink may, if it is of the opinion that one or more members of Customer Personnel is not or are not performing in a satisfactory manner, request the removal of the relevant person or persons from their involvement in the agreement by providing written notice to the Customer. The Customer must then immediately arrange for the removal of the relevant person or persons and Powerlink will not be liable for any costs, charges, expenses or damages for any Customer Personnel removed under this clause.

- (f) The Customer Works must comply in all respects with the following Powerlink specifications and standards, including those standards referred to in Schedule 8 (“Substation Civil Design and Construction Requirements”) (as updated from time to time) (the **Powerlink Standards**), in each case applying to the Customer as though the Customer was a construction contractor to Powerlink with respect to the Customer Works:

Powerlink Standard	Title	Applicable Revision
[scope to list – for example] ASM-ID&TS-SPE-A1880031	Specification for Construction Works - Buildings	1.0 / 1 July 2015

2 Timing

2.1 Construction start and finish

Powerlink agrees to start the Powerlink Works promptly after the date stated in the Notice to Proceed, and Complete the Powerlink Works by the Target Completion Date, in accordance with this agreement.

2.2 Notice to Proceed

The Customer must give Powerlink a notice (“**Notice to Proceed**”) stating the date from which Powerlink is to start performing the Powerlink Works. The date stated in the Notice to Proceed must not be earlier than the date of the notice itself and must be a date not later than the Notice to Proceed Sunset Date (“**Notice to Proceed Date**”).

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2.3 Dates for Works

In this agreement, for the Powerlink Works:

- (a) **(Target Completion Date)** the Target Completion Date for the Powerlink Works is the date specified in Table 2 (“Progress Schedule”) as the Target Completion Date, as adjusted under item 2.3(b) (“Dates for Works (adjustments)”) of this Schedule 2 (“Works”);
- (b) **(adjustments)** the Target Completion Date may only be adjusted to the extent that an Excepted Risk occurs and this affect’s Powerlink’s ability to Complete the Powerlink Works by the Target Completion Date (or, if previously adjusted, the revised Target Completion Date whether occurring before, on or after the Target Completion Date);
- (c) **(Completion Date)** Powerlink must give the Customer a written notice within 25 Business Days of the Completion of the Powerlink Works. The “**Completion Date**” means the date stated in the notice which must be the day that the Powerlink Works achieved Completion (which may be earlier than the date of the notice itself);
- (d) **(Load Energisation Date)** Powerlink must give the Customer a notice within 25 Business Days of achieving Load Energisation. The “**Load Energisation Date**” means the date stated in the notice which must be the day when Load Energisation was achieved, as determined by Powerlink (which may be earlier than the date of the notice itself);
- (e) **(Load Connection Date)** Powerlink must give the Customer a notice within 25 Business Days of achieving Load Connection. The “**Load Connection Date**” means the date stated in the notice which must be the day when Load Connection was achieved, as determined by Powerlink (which may be earlier than the date of the notice itself).
- (f) **(Target Completion Date adjustments)** in assessing adjustments to the Target Completion Date:
 - (i) Powerlink can take into account both the cause of the delay and the consequences of that cause;
 - (ii) when a cause of delay listed in item 2.3(b) above overlaps with a cause of delay not so listed, Powerlink is entitled to disregard the cause of delay not listed in item 2.3(b) above; and
 - (iii) Powerlink can disregard questions of whether:
 - (A) the relevant Powerlink Works could still reach Completion by the Target Completion Date without an adjustment; or
 - (B) Powerlink can accelerate the Powerlink Works.
 - (iv) Powerlink must not extend the Target Completion Date to the extent Powerlink failed to take reasonable steps to mitigate the delay to Completion or the cause of the delay (provided that taking reasonable steps does not require Powerlink to act contrary to its interests or to incur additional Costs).

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2.4 Progress Schedule

The parties' key obligations and activities and the required timing of their performance for completion of their respective Works are set out in Table 2 ("Progress Schedule") of this Schedule 2 ("Works"). The parties:

- (a) **(compliance)** must use all reasonable endeavours to comply with the Progress Schedule; and
- (b) **(changes)** may agree from time to time to change the Progress Schedule, where the change is reasonably required to ensure that the Powerlink Works are Complete by the Target Completion Date or to accommodate any change to Powerlink Works under item 4.3 ("Major Works Change") of Schedule 2 ("Works"). The parties must notify any such change to the Co-ordination Committee.

2.5 Non-compliance with Progress Schedule

Subject to Powerlink's rights under item 4.4 ("Customer Works Change") of Schedule 2 ("Works"), if a party considers that it will not be able to comply with the Progress Schedule, or that party becomes aware of facts or circumstances that are reasonably likely to have a material adverse effect on the other party's ability to perform its obligations under the Agreement, then the affected party must promptly give the other party a notice stating the relevant facts or circumstances or the reasons for non-compliance.

The Co-ordination Committee will meet within seven Business Days of a party receiving such a notice to determine the impact on the Progress Schedule and the steps that may be required to ensure that the Powerlink Works are Completed by the Target Completion Date or a date as close to the Target Completion Date as possible, including revising and updating any affected milestone dates in the Progress Schedule.

2.6 Customer to provide Construction Release before commencement of interface work

- (a) Under item **14** in Table 2 ("Progress Schedule") of Schedule 2 ("Works"), the Customer must provide Powerlink with a certification about the completion of specified works.
- (b) The relevant certification must be given by the Customer to Powerlink in the form of a notice ("Construction Release") from the Customer certifying that it has completed all of the relevant works the subject of the notice in accordance with this agreement and to an acceptable standard to allow interface works to commence. As a minimum the certification must cover, without limitation, the following:
 - (i) termination of the Generation Facility droppers;
 - (ii) testing to a state ready for complete testing and commissioning for Back Energisation of the relevant Customer Unit; and
 - (iii) a statement that all equipment to be energised has been fully pre-tested.

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On receipt of a Construction Release, Powerlink may require further certifications about the works the subject of the notice, which may include the Customer providing independent evidence and certification in support of its statements.

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Table 2 - Progress Schedule (Item of Schedule 2)

[To be completed based on each party's scopes of works]

	Obligation	Milestone Date
1		
2		

3 Delays

3.1 Powerlink delay

Subject to items 3.2 (“Scope of liquidated damages”) and 3.3 (“Delay affecting Powerlink”) of this Schedule 2 (“Works”), and the Customer Facility being complete and able to take *Energy* from the *Transmission Network* for consumption at the Customer Facility, if the Powerlink Works are not Completed by the Target Completion Date, then Powerlink must pay to the Customer, as a debt due and payable to the Customer, liquidated damages in accordance with the table below for every day after the Target Completion Date to and including the day that the Powerlink Works are Completed.

Period after Target Completion Date	Liquidated Damages payable per day
For week 1 to week 6	[\$[insert]]

3.2 Scope of liquidated damages

The parties acknowledge and agree that the amounts payable under item 3.1 (“Powerlink delay”) of this Schedule 2 (“Works”):

- (a) **(not penalty)** 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 Customer because of the delay in Completion, and are not a penalty;
- (b) **(sole remedy)** subject to item (f) below, are the sole remedy under, in relation to and in connection with this agreement for any liability for failure by Powerlink to Complete the Powerlink Works by the Target Completion Date, however that failure is caused or contributed to (including negligence, breach of contract or otherwise) and to avoid doubt, clause 22 (“Liability and indemnity”) will not apply to the amounts payable under item 3.1 (“Powerlink delay”);
- (c) **(capped)** will not exceed [insert];
- (d) **(payable on demand)** any liquidated damages which are payable pursuant to item 3.1 (“Powerlink delay”) of this Schedule 2 (“Works”) will be payable by Powerlink to the Customer upon demand;

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- (e) **(set off)** can be set off against any money owing by the Customer to Powerlink; and
- (f) **(common law damages)** if, for any reason the amounts payable under item 3.1 (“Powerlink delay”) of this Schedule 2 (“Works”) are found for any reason to be void, invalid or otherwise unenforceable so as to disentitle the Customer from recovering those liquidated damages, then the Customer is entitled to recover from Powerlink damages at common law for Powerlink’s failure to Complete the Powerlink Works by the Target Completion Date. Powerlink’s liability for any such common law damages will not exceed the amount of liquidated damages that would have been payable under item 3.1 (“Powerlink delay”) of this Schedule 2 (“Works”) if those liquidated damages had been enforceable.

3.3 Delay affecting Powerlink

If a revision to the Target Completion Date is required under item 2.3(b) (“Dates for Works (adjustments)”) of this Schedule 2 (“Works”), Powerlink may notify the Customer and the Co-ordination Committee of a revised Target Completion Date for the Powerlink Works and any necessary variation to the Progress Schedule, based on a reasonable estimate by Powerlink of the extent to which the event or events referred to in item 2.3(b) (“Dates for Works (adjustments)”) of this Schedule 2 (“Works”) affects Powerlink's ability to Complete the Powerlink Works.

The parties agree that no liquidated damages are payable by Powerlink under item 3.1 (“Powerlink Delay”) of this Schedule 2 (“Works”) for any delay to Completion of the Powerlink Works by the Target Completion Date caused by an event or events contemplated by this item 3.3 (“Delay affecting Powerlink”), except if Powerlink does not Complete the Powerlink Works by any applicable revised Target Completion Date.

4 Changes to Works

4.1 Notice of Change

Powerlink must notify the Customer about any change to the Powerlink Works before the change is made.

4.2 Minor Works Change

Powerlink may change the Powerlink Works during construction without the Customer’s consent if, in Powerlink’s reasonable opinion, the change is not likely to have a material effect on the provision of Transmission Services to the Customer, any Works-related costs of the Customer, or the Target Completion Date for the Powerlink Works (“**Minor Works Change**”).

4.3 Major Works Change

Powerlink must obtain the Customer’s written consent before making a change that is not a Minor Works Change (“**Major Works Change**”). The Customer must not unreasonably withhold its consent.

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4.4 Customer Works Change

The Customer must not, without Powerlink's prior written consent, change the Customer Works ("**Customer Works Change**"), in a way that is reasonably likely to have a material adverse effect on Powerlink's ability to perform its obligations under this agreement, including its obligations under item 2 ("**Timing**") of this Schedule 2 ("**Works**"). Powerlink must not unreasonably withhold its consent to a Customer Works Change.

5 Co-ordination of Works

5.1 Co-ordination Committee

Within 20 Business Days from the date stated in the Notice to Proceed, Powerlink and the Customer must establish a Co-ordination Committee which will be a forum in which the parties may consider and discuss the following matters:

- (a) (**construction**) the construction of the Powerlink Works and the Customer Works (including the activities set out in the Progress Schedule) with particular focus on, and performance of, each party's works as required under this agreement to ensure that the Works are Completed in a safe, timely and efficient manner and to ensure that the Powerlink Works are co-ordinated with the construction of the Customer Facility by the Customer;
- (b) (**equipment**) the management of a party's equipment located on the other party's land or facilities for the purposes of Completing the Powerlink Works;
- (c) (**testing and commissioning**) the testing and commissioning of the Powerlink Works under item 7 ("**Commissioning**") of Schedule 2 ("**Works**"); and
- (d) (**related activities**) any activities undertaken by Powerlink or the Customer during construction that will affect the relevant party's works or the capability to provide Transmission Services when the Powerlink Works are Complete.

5.2 Co-ordination Committee dissolution

The Co-ordination Committee dissolves immediately after the Completion Date or at any earlier time agreed by the parties.

5.3 Procedures

The Co-ordination Committee must:

- (a) (**composition**) consist of two appropriately qualified representatives from each party;

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- (b) (**meetings**) meet at least monthly prior to the Completion Date, and more often on a party's written request;
- (c) (**records**) keep written records of each meeting signed by a representative of each party; and
- (d) (**observers**) allow either party to include additional representatives at any meeting, where the party can demonstrate to the Co-ordination Committee's reasonable satisfaction that the presence of the representatives is required.

5.4 Major changes to works

If the Customer consents to a change to the Powerlink Works under item 4.3 ("Major Works Change) of this Schedule 2 ("Works"), the Co-ordination Committee must make appropriate changes to the relevant items mentioned in item 5.1 ("Co-ordination Committee") of Schedule 2 ("Works").

5.5 Disputes

The parties agree that:

- (a) (**amendments**) this item 5 ("Co-ordination of Works") does not give the Co-ordination Committee any right to amend this agreement; and
- (b) (**disputes**) any disputes arising under this item 5 ("Co-ordination of Works") must be resolved under clause 24 ("Dispute resolution")

6 Land and Works Approvals

6.1 Land and Works Approvals

Table 3 – Powerlink Land and Works Approvals

This Table 3 sets out the Land and Works Approvals that Powerlink is required to obtain and maintain.

Powerlink Land and Works Approvals	Applicable Approval Authority	Required Customer inputs/ support for Approval application

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Table 4 – Customer Land and Works Approvals

This Table 4 sets out the Land and Works Approvals that the Customer is required to obtain and maintain.

Any Land and Works Approval which is:

- (a) required to perform the Powerlink Works; and
- (b) not expressly stated in Table 3, as being Powerlink's responsibility,

must also be obtained by the Customer.

Customer Land and Works Approvals	Applicable Approval Authority	Required Powerlink inputs/ support for Approval application

6.2 Parties to assist Each Other

Each party must provide the other party with any assistance that the first party reasonably requests (including providing information and participating in relevant negotiations) to enable the first party to acquire any Land and Works Approvals.

6.3 No Land and Works Approval

- (a) If Powerlink or the Customer is unable to acquire or obtain any necessary or required Land and Works Approvals which it is responsible for acquiring or obtaining under this agreement by the “**Approval Date**” in the Progress Schedule, then either party may, within 10 Business Days of the Approval Date, issue a written notice to the other party requesting a meeting.
- (b) If either party issues a notice to the other party in accordance with Item 6.3(a) of Schedule 2, then the parties must, within five Business Days of receipt of the notice, meet to discuss and agree on:
 - (i) **(steps)** the steps the parties may take to assist in obtaining the Land and Works Approvals; and
 - (ii) **(extension)** a reasonable extension of the Approval Date (with both parties acting reasonably) which extension must not extend beyond the expiry of the period of time referred to in item 6.3(c) of Schedule 2 (“Works”),

(“Critical Land and Works Approval Meeting”).
- (c) If, by the date that is five months after the later of the initial “Approval Date” in the Progress Schedule and the date of the Critical Land and Works Approval Meeting, either party is still unable to obtain or acquire any of the

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Land and Works Approvals which it is responsible for acquiring or obtaining under this agreement , then:

- (i) **(termination)** Powerlink may terminate this agreement by notice to the other party; and
- (ii) **(recovery of termination costs)** the provisions of clause 20 (“Recovery of termination costs”) apply.

6.4 Land and Works Approvals

The parties agree that “Land and Works Approval” means:

- (a) any ministerial authority, approval, rights, interests and entitlements in land that may be required to complete the Works;
- (b) acquiring all land, easements, Access Rights, rights, interests and entitlements in land and any other property rights, interests or entitlements (including, without limitation, any acquisitions under the *Acquisition of Land Act 1967 (Qld)*, *Land Titles Act 1994 (QLD)* and the *Land Act 1994 (QLD)*,) which Powerlink determines are required (on terms and conditions acceptable to Powerlink, including, without limitation, as to suitability, usability, accessibility, practicality, location, dimension, safety, surface standard/grade and access) to enable Powerlink to carry out and complete the Powerlink Works for the purposes set out in item 1 (“Works”) in this Schedule 2 (“Works”) and provide the Transmission Services (including all associated access, construction, maintenance, inspection and operational rights and obligations);
- (c) any other or further authority, authorisation, approval, permit, licence, Access Right, determination, management plan compensation agreement, land agreement or any other agreement to enable Powerlink to carry out and complete its rights and obligations under this agreement under:
 - (i) *the Acquisition of Land Act 1967 (Qld)*);
 - (ii) *the Land Act 1994 (Qld)*;
 - (iii) the Electricity Laws (including the Electrical Safety Act 2002 (Qld));
 - (iv) Planning Act 2016 (Qld);
 - (v) the Environmental Protection Act 1994 (Qld);
 - (vi) the Nature Conservation Act 1992 (Qld);
 - (vii) Regional Planning Interests Act (Qld);
 - (viii) the Environment Protection and Biodiversity Conservation Act 1999 (Cth);

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- (ix) the Aboriginal Cultural Heritage Act 2003 (Qld);
- (x) the Work Health and Safety Act 2011 (Qld);
- (xi) the Forestry Act 1959 (Qld);
- (xii) the Land Title Act 1994 (Qld);
- (xiii) the Vegetation Management Act 1999 (Qld);
- (xiv) the Coal Mining Safety and Health Act 1999 (Qld);
- (xv) the Water Act 2000 (Qld);
- (xvi) the Mineral Resources Act 1989 (Qld);
- (xvii) the Native Title (Queensland) Act 1993 (Qld);
- (xviii) the Native Title Act 1993 (Cth); or
- (xix) any other State, Commonwealth or local government laws, including, without limitation, environmental, town planning, electrical, cultural heritage, native title, safety and property laws.

7 Commissioning

7.1 Rules to apply

The parties agree that where relevant, clause 5.8 of the Rules applies to the commissioning of the Works under this agreement, subject to this item 7 (“Commissioning”) of this Schedule 2 (“Works”).

7.2 Co-ordination Committee

The Co-ordination Committee must plan and co-ordinate the commissioning and testing of the Works, including with respect to:

- (a) **(technical procedures)** the technical procedures for testing and commissioning;
- (b) **(timing)** the proposed timetable for commissioning;
- (c) **(technical information)** the co-ordination of any necessary exchange of information between the parties (including parameter settings for control and protection equipment and test results);
- (d) **(notices)** the procedures for exchange of notices between the parties about testing and commissioning; and
- (e) **(AEMO)** liaising with AEMO to the extent required by the Rules.

Customer Connection and Access Agreement

7.3 Refusal to commission or connect

This item **Error! Reference source not found.**7 (“Commissioning”) does not affect Powerlink’s rights to refuse to commission the Powerlink Works or connect the Customer Facility (or any part of it) to the *Transmission Network* under clause 6.4 (“Disconnection for Technical Breach”).

8 Principal Contractor

The parties acknowledge and agree that, for the purposes of the Work Health and Safety Regulation 2011 (Qld), the Customer is commissioning the Customer Works and Powerlink is commissioning the Powerlink Works.

Customer Connection and Access Agreement

Schedule 3 - Technical Requirements (Load)

PERFORMANCE STANDARDS

The following table outlines the information AEMO and Powerlink require to assess compliance with the technical requirements set out in Chapter 5 of the National Electricity Rules (“Rules”). This document is based on AEMO document 0110-0019, as amended to incorporate Powerlink’s specific technical requirements.

Complete the blanks in the following table to describe how the facility complies with the Performance Standards set out in the Rules. **Note shaded areas do not require completion.** Indicate in the fifth column whether the facility meets automatic, negotiated or minimum Performance Standards by inserting the letter A, N or M respectively. Use the sixth column to provide a detailed description of the agreed access standard, including values where applicable. For each item in the third column, provide a detailed description of the facility’s compliance with the requirement in the fourth column, again including values where applicable.

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RULES REFERENCE	DESCRIPTION	GENERAL	DESCRIPTION OF COMPLIANCE WITH GENERAL REQUIREMENT INCLUDING VALUES	AUTOMATIC, NEGOTIATED OR MINIMUM STANDARD (A / N / M)	DETAILED DESCRIPTION OF PROPOSED STANDARD INCLUDING VALUES
S5.3.1	Information			A	<p>Before Customer connects any new or additional equipment to Powerlink's Transmission System, Customer must submit the following kinds of information to Powerlink:</p> <ol style="list-style-type: none"> (1) a single line diagram with the protection details; (2) a general arrangement locating all the equipment on the Customer site; (3) a general arrangement for the Customer Facility showing the Powerlink Assets and the position of all electrical equipment; (4) earthing details; (5) the proposed methods of earthing cables and other equipment to comply with the regulations in Queensland; (6) type test certificates for all new switchgear and transformers connected at 132kV; (7) plant and earth grid test certificates; (8) secondary injection test and trip test certification for all circuit breakers; (9) certification that all new equipment has been inspected before being connected to the supply; <p>and agreement to a operating protocol in accordance with item 1.2 ("Availability of operational information") of Schedule 4 ("Operational procedures") of this Agreement.</p>

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S5.3.2	Design Standards			A	<p>Customer must ensure that:</p> <ol style="list-style-type: none"> (1) the electrical plant in the Customer Facility complies with the relevant Australian Standards as applicable at the time of first installation of that electrical plant in the Customer Facility; (2) circuit breakers provided to isolate the Customer Facilities from the Powerlink Assets are capable of breaking, without damage or restrike, fault currents at 132kV of 40kA; and (3) new equipment including circuit breakers provided to isolate the Customer Facility from the Powerlink Assets is capable of withstanding, without damage the following voltages at the Asset Boundary: <ol style="list-style-type: none"> a. Power Frequency Short Duration Withstand Voltage of 275kV rms (for nominal 132kV); and b. Lightning Impulse Withstand Voltage of 650kV peak.
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S5.3.3	Protection systems and settings			A	<p>Customer must ensure that the connections to the Powerlink Transmission System within the Customer Facility are protected by protection devices which effectively and safely disconnect any faulty circuit automatically in accordance with the following provisions:</p> <ol style="list-style-type: none"> (1) Primary protection systems must be provided to disconnect any faulted element from the power system within the following fault clearance times: <ol style="list-style-type: none"> a. for 132kV connected plant within 120 milliseconds for a short circuit fault; b. for [66 or 22]kV connected plant as necessary to prevent plant damage. (2) Each primary protection system must have sufficient redundancy to ensure that a faulted element within its protection zone is disconnected from the power system within the applicable fault clearance time with any single protection element (including communications facility upon which that protection system depends) out of service. (3) Breaker fail protection systems must be provided to clear faults that are not cleared by the circuit breakers controlled by the primary protection system, within the following fault clearance times: <ol style="list-style-type: none"> a. for 132kV connected plant within 430 milliseconds; for [66 or 22]kV connected plant as necessary to prevent plant damage.
S5.3.4	Settings of protection and control systems			A	<p>Customer must only apply settings to a control system or a protection system that are necessary to comply with performance requirements of this Schedule 3 (“Technical Requirements (Load)”) if the settings have been approved in writing by Powerlink and, if required by the Rules, also by AEMO.</p>

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S5.3.5	Power factor requirements			A	<p>For loads equal to or greater than 30 percent of the maximum demand at the Transmission Network Connection Point the permissible range of power factor of the Customer load will be between 0.95 lagging and unity.</p> <p>For loads less than 30 percent of the maximum demand at the Transmission Network Connection Point the reactive component of the Customer load must not be leading.</p>
S5.3.6	Balancing of load currents			A	Customer must ensure that the current in any phase is not greater than 102 percent or less than 98 percent of the average of the currents in the three phases.
S5.3.7	Voltage fluctuations			A	The voltage fluctuations caused by variations in loading level at the Transmission Network Connection Point shown in Schedule 1, including those arising from energisation, de-energisation or other operation of plant, must not exceed emission limits of 0.4 for short term flicker and 0.3 for long term flicker as defined by AS/NZS 61000.3.7:2001.

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S5.3.8	Harmonics and voltage notching			A	The harmonic voltage distortion caused by non-linearity, commutation of power electronic equipment, harmonic resonance and other effects within the Customer Facility at the Transmission Network Connection Point shown in Schedule 1 must not exceed the harmonic voltage allocation limits given below:			
					Harmonic	Allocated % of Fund. Voltage	Harmonic	Allocated % of Fund. Voltage
					2	0.375	26	0.1
					3	0.5	27	0.1
					4	0.25	28	0.1
					5	0.5	29	0.1575
					6	0.125	30	0.1
					7	0.5	31	0.151
					8	0.1	32	0.1
					9	0.25	33	0.1
					10	0.1	35	0.1
					11	0.375	36	0.14
					12	0.1	37	0.1
					13	0.375	38	0.1
					14	0.1	39	0.1
					15	0.075	40	0.1
					16	0.1	41	0.1275
					17	0.25	42	0.1
					18	0.1	43	0.12
					19	0.25	44	0.1
					20	0.1	45	0.1
					21	0.1	46	0.1
					22	0.1	47	0.1175
					23	0.175	48	0.1
					24	0.1	49	0.365
					25	0.175	50	0.1

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S5.3.9	Design requirements for Customers substation			A	<p>A Network User must comply with the following requirements applicable to the design, station layout and choice of equipment for a substation:</p> <ol style="list-style-type: none"> (1) safety provisions must comply with requirements applicable to the participating jurisdiction notified by the Network Service Provider; (2) where required by the Network Service Provider, appropriate interfaces and accommodation must be incorporated for communication facilities, remote (3) monitoring and control and protection of plant which is to be installed in the substation; (4) a substation must be capable of continuous uninterrupted operation with the levels of voltage, harmonics, unbalance and voltage fluctuation specified in the system standards as modified in accordance with the relevant provisions of schedule 5.1; (5) earthing of primary plant in the substation must be in accordance with the Electricity Supply Association of Australia Safe Earthing Guide and must reduce step and touch potentials to safe levels; (6) synchronisation facilities or reclose blocking must be provided if a generating unit is connected through the substation; (7) secure electricity supplies of adequate capacity must be provided for plant performing communication, monitoring, control and protection functions; (8) plant must be tested to ensure that the substation complies with the approved design and specifications as included in a connection agreement; (9) the protection equipment required would normally include protection schemes for individual items of plant, back-up arrangements, auxiliary DC supplies and instrumentation transformers; and (10) (insulation levels of plant in the substation must co-ordinate with the insulation levels of the network to
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					which the substation is connected as nominated in the connection agreement.
S5.3.10	Load shedding facilities	Customer will provide automatic interruptible load of a minimum of 60% of the expected demand at the Transmission Network Connection Point. Trip Frequency and timing to be agreed with the Jurisdictional coordinator.		A	

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Schedule 4 - Operational procedures

1 General

1.1 Objectives

This Schedule 4 (“Operational procedures”) sets out the procedures that the parties must use to ensure that the Asset Boundary and Powerlink Assets identified in Schedule 2 (“Works”), and the Customer Facility, including associated plant and equipment are operated:

- (a) **(safely)** safely;
- (b) **(efficiently)** efficiently;
- (c) **(co-ordinated)** in a co-ordinated manner between the parties;
- (d) **(optimise)** so as to optimise the provision of the Transmission Services; and
- (e) **(laws)** in accordance with the *National Electricity Laws* and this agreement.

1.2 Availability of operational information

Each party must:

- (a) **(maintain)** maintain and update its Operational Information;
- (b) **(available)** make available to the other party on its reasonable request, any Operational Information that relates to the other party’s *Connection Assets* and associated plant and equipment;
- (c) **(inform)** advise the other as soon as practicable of any changes to Operational Information that relates to the other party’s *Connection Assets* and associated plant and equipment.

2 Switching

2.1 Switching requests for planned works

Each party must use reasonable endeavours to carry out switching, as reasonably requested by the other party, to allow that other party to carry out planned works that will or are likely to affect the provision of Transmission Services, the Powerlink Assets or a party’s assets.

2.2 Switching across the Asset Boundary

Where either party carries out switching that involves the operation of equipment on both sides of the Asset Boundary, both parties must comply with:

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- (a) **(procedures)** Appendix C of the Queensland Electricity Entity Procedures for Safe Access to High Voltage Electrical Apparatus Procedures (as published from time to time);
- (b) **(protocols)** any relevant operating protocols; and
- (c) **(safety)** any applicable Safe System of Work.

2.3 Switching on own assets affecting the Transmission Network Connection Point

- (a) Where a party intends to carry out planned switching on its own assets, which will, or is likely to, affect the Transmission Network Connection Point:
 - (i) **(Powerlink)** where Powerlink is switching, Powerlink's Network Operations Control Centre must notify the Customer; and
 - (ii) **(Customer)** where the Customer is switching, the Customer or its nominated person must notify Powerlink's Network Operations Control Centre,before carrying out switching in accordance with item 3 ("Scheduled Outages") of this Schedule 4 ("Operational procedures").
- (b) These notification requirements do not apply to Emergency Switching.

2.4 Switching Sheets

- (a) Any switching that involves the operation of Powerlink Assets or the *Connection Assets*:
 - (i) **(switching sheet)** will be controlled by a Switching Sheet; and
 - (ii) **(trained operator)** will be carried out by a suitably trained Switching Operator.
- (b) All Switching Sheets must:
 - (i) **(checking)** be checked and validated correct by each party's Switching Sheet Checker; and
 - (ii) **(operational diagram)** refer to an up to date Operational Diagram which shows all energised high voltage plant.

2.5 Safe System of Work

- (a) Each party must have a documented Safe System of Work to ensure the maintenance of safe access for appropriately Authorised Persons to all operating plant owned or operated by that party.

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- (b) Either party may request proof of the Safe System of Work from the other party at any time.
- (c) The application of the Safe System of Work across the Asset Boundary must be mutually agreed by both parties.
- (d) Each party must comply with the applicable Safe System of Work.

2.6 Emergency Switching

- (a) Subject to item 2.7 (“Unilateral Emergency Switching”) of this Schedule 4 (“Operational procedures”), if a party reasonably considers that switching must be carried out urgently to avoid a serious risk of damage to property or to avoid any risk of injury or death to any person (“**Emergency Switching**”), that party may, with as much notice as is reasonably practicable in the circumstances:
 - (i) (**switching request**) request the other party to carry out switching on that party’s *Connection Assets*; and/or
 - (ii) (**carry out switching**) carry out switching on its own assets that may affect the Transmission Network Connection Point.
- (b) A party must use all reasonable endeavours to comply with any request made under this item 2.6 (“Emergency Switching”).

2.7 Unilateral Emergency Switching

- (a) Regardless of anything else in this item 2 (“Switching”) of Schedule 4 (“Operational procedures”), in an emergency, for the purposes of saving human life or preventing serious risk to plant or property owned or operated by either party, any competent person authorised by a party may operate the party’s *Connection Assets*, plant or equipment associated with the Transmission Network Connection Point, without prior direction or notice to the other party, to de-energise having due regard to their own safety.
- (b) A party must give notice to the other party of any action taken under this item 2.7 (“Unilateral Emergency Switching”) as soon as possible after the event.

3 Scheduled Outages

3.1 Outage Plan

The parties must maintain a plan for management of Scheduled Outages (“**Outage Plan**”) that supports the following principles:

- (a) (**co-ordinated**) Scheduled Outages are to be co-ordinated between the parties;

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- (b) (**minimise**) the number and duration of Scheduled Outages are to be minimised as far as practicable; and
- (c) (**accommodate**) parties must use all reasonable endeavours to accommodate Scheduled Outages in accordance with the Outage Plan.

3.2 Content of Outage Plan

As a minimum, the Outage Plan must include, but is not limited to, the following:

- (a) (**proposed dates**) proposed Scheduled Outages and dates on which Scheduled Outages will occur for at least 14 months in advance;
- (b) (**assets**) the items of *Connection Assets*, or associated plant and equipment that will be unavailable during the Scheduled Outage;
- (c) (**work**) a description of the maintenance or other work that will be carried out on the relevant assets, plant or equipment;
- (d) (**duration**) the anticipated duration of the Scheduled Outage;
- (e) (**activities**) any necessary activities that a party must carry out in relation to a Scheduled Outage;
- (f) (**restoration**) restoration plan if restoration time is greater than 2 hours;
- (g) (**contingency**) any contingency plans; and
- (h) (**other**) any other items as agreed between the parties.

3.3 Timing and review of Outage Plan

The parties must use reasonable endeavours to:

- (a) (**develop**) develop an Outage Plan within 30 days of the Start Date;
- (b) (**review**) review the Outage Plan at regular intervals during the Term, and at least annually; and
- (c) (**changes**) make any necessary changes to the Outage Plan resulting from the review.

3.4 Outage request

A party must request a change to a Scheduled Outage with at least 28 days notice to the other party. This notice period can only be reduced or waived with the agreement of both parties.

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4 Secondary Systems

4.1 Identification - Secondary Systems Asset Boundary

The:

- (a) **(Customer)** Customer Secondary Systems;
- (b) **(Powerlink)** Powerlink Secondary Systems; and
- (c) **(Boundary)** Secondary Systems Asset Boundary;

are identified in Schedule 2 (“Works”).

4.2 Isolation of Secondary Systems

- (a) A party may:
 - (i) **(isolate)** carry out isolation of that party’s Secondary Systems on its own side of the Secondary Systems Asset Boundary, in accordance with its own policies and procedures; and
 - (ii) **(request isolation on other side)** reasonably request the other party to carry out isolation of that other party’s Secondary Systems on its own side of the Secondary Systems Asset Boundary, and the other party must use reasonable endeavours to accommodate the request.
- (b) Where either or both parties intend to carry out the planned isolation of Secondary Systems on both sides of the Secondary Systems Asset Boundary, this must be done in accordance with the Outage Plan as a Scheduled Outage.

4.3 Modification to Secondary Systems

- (a) Where one party seeks to modify its Secondary Systems, and this modification may affect the Secondary System of the other party (in this clause, the “affected party”), both parties must use reasonable endeavours to negotiate the required changes.
- (b) However, the affected party must not unreasonably withhold its consent to or prevent the other from making modifications to its own Secondary Systems.

5 Communications

5.1 Responsible Personnel

The personnel responsible for operational communications between the parties are identified in item 7 (“Operational communications”) of Schedule 7 (“Communications contacts”).

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Schedule 5 - Metering (clause 10)

1 Revenue Metering System

- 1.1 Powerlink is the *Metering Coordinator* (Participant ID PLINKP) for the *Revenue Metering Installation*.
- 1.2 Powerlink is the *Local Network Service Provider* (LNSP) (Participant ID PLINKP).
- 1.3 The Customer appoints the *Financially Responsible Market Participant* (FRMP).
- 1.4 The *Metering Coordinator* reserves the right to appoint Powerlink as the *Metering Provider part B* (MPB) (Participant ID PLINKMP) to install and maintain the revenue metering at the *Revenue Metering Installation*. Where the Customer nominates Powerlink as a replacement *Metering Coordinator*, Powerlink, as the *Metering Coordinator*, will facilitate the MPB change with a minimum of 6 months written notice from the Customer. Where the Customer initiates a replacement *Metering Coordinator*, then the Customer agrees to pay to Powerlink all of Powerlink's internal and external costs, expenses and charges (including a reasonable amount for Powerlink's profit and overhead) in connection with the *Metering Coordinator* replacement ("Metering Coordinator Change Over Costs"). The Customer must pay any Metering Coordinator Change Over Costs within 5 Business Days of receiving a tax invoice from Powerlink for these costs.
- 1.5 The Metering Type, Maximum Throughput MWh, and CT Ratio Minimum percentage of instantaneous MW for the *Revenue Metering Installation* are set out in the table below.
- 1.6 No devices, meters or other equipment, of any kind, are permitted to be installed, added or attached, by the Customer or any other person, to the *Revenue Metering Installation*
- 1.7 For devices required by the Customer that involve metering class CT inputs, the Customer must, at its cost and expense, install a separate CT core at its Customer Facility.

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- 1.8 Secondary system devices that are installed inside Powerlink owned buildings and panels will be itemised and recorded by Powerlink. No unauthorised access is permitted to the Powerlink Site.
- 1.9 The specified inspection and testing requirements set out in this Schedule for the *Metering Type* must be facilitated and allowed by the Customer for the *Revenue Metering Installation*, as required from time to time by the *Metering Coordinator*. The Customer agrees to Powerlink's reasonable request for compliance testing outages consisting of normal business hours as required during the day of testing on the frequency set out in the table below.

2 Technical Specifications for Metering

Metering Location

The locations of the Metering Installations are defined in Diagram 1 ("Transmission Network Connection") of Schedule 1 ("Powerlink Assets").

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Metering Specification

Connection Point	Connection TNI	Metering Installation		Meter Type	MLF	Owner				Metering Coordinator	Maximum throughput (MWh)	CT Ratio (Min. % MW)
		Metering Site	Metered Item			Instrument Current Transformer	Voltage Transformer	Meters and Recorders	Infrastructure and Wiring			
xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx

Metering Inspection and Testing Schedule

Inspection and Testing Schedule								
Equipment	Inspection				Accuracy Testing			
	Type 1	Type 2	Type 3	Type 4	Type 1	Type 2	Type 3	Type 4
CT	2.5 yrs.	2.5 yrs.	2.5 yrs.	5 yrs.	10 yrs.	10 yrs.	10 yrs.	10 yrs.
VT	2.5 yrs.	2.5 yrs.	2.5 yrs.	5 yrs.	10 yrs.	10 yrs.	10 yrs.	10 yrs.

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Schedule 6 - Charges and other amounts

1 Charges & Prices (Clause 11)

1.1 Charges for Transmission Services under this agreement

The parties agree that the Charges referred to in clause 11.2 (“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 6 (“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 6 (“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 the Charges Commencement Date and the monthly Charge will be escalated in accordance with item 1.4 of this Schedule 6 (“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 6 (“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.

$$A_n = A_{base} \times \left\{ \frac{CPI_n}{CPI_{base}} \right\}$$

where:

A_n = the applicable adjusted monthly Charge;

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- A_{base} = the applicable monthly Charge as at the Start Date, as varied in accordance with this agreement (with any variation priced in [insert relevant Quarter reference] dollars);
- 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
- CPI_{base} = the CPI published for the Quarter commencing [insert relevant Quarter reference].
- [insert worked example]

1.5 Prescribed Service Charges

[Insert where relevant (noting system strength services are only relevant to inverter-based loads): The Customer has elected to under clause 5.3.4B(b1) of the Rules to receive system strength transmission services and pay the system strength charge.]

- (a) Monthly Prescribed Service Charges.

[Insert where relevant: Each year Powerlink will advise the Customer of the annual system strength charge, taking into account the matters specified in item 6 (“System Strength”) of Schedule 1 (“Powerlink Assets”) and Powerlink’s published system strength unit price.

Otherwise: “Nil at Start Date”]

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

1.6 Information to be provided by Customer

[Customer to choose whether they wish to have a Contract Agreed Maximum Demand or a Nominated Demand regime – Powerlink to talk through]

The Customer agrees to provide the following information to Powerlink under clause 11.5 (“Customer Information”):

The Customer agrees to provide to Powerlink:

- (a) for the Prescribed Service Charges, by 15 December each year:
- (i) the estimated energy consumption (GWh) for the next financial year (“**Forecast Energy**”); and
 - (ii) the Contract Agreed Maximum Demand for the next financial year; and

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- (b) any other information required by the Rules or reasonably requested in writing by Powerlink from time to time, to enable Powerlink to work out the Charges, or any change to the Charges, during the Term.

1.7 Additional Payment for Exceeding the Contract Agreed Maximum Demand

Powerlink will determine the actual maximum demand from the metering data each month at the Transmission Network Connection Point. If the actual maximum demand exceeds the Contract Agreed Maximum Demand in any month (“**Relevant Month**”):

- (a) unless Powerlink agrees otherwise, the Customer must also pay to Powerlink the capacity price (\$/kW/month) for the locational *Prescribed TUOS Services*, non-locational *Prescribed TUOS Services* and *Prescribed Common Transmission Services* multiplied by 1000 multiplied by Excess Demand (MW) multiplied by 12 for the Relevant Month; and
- (b) the actual maximum demand measured for the Relevant Month will become the new Contract Agreed Maximum Demand for the purpose of recalculating the new monthly Charges for the entire financial year in which the Relevant Month occurred. The adjusted Charges will be applied for future billings within the applicable financial year. For the previous months in the relevant financial year the difference between the old and the new Charges shall be invoiced as a once off lump sum.

1.8 Other Charges

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

2 Termination costs (clause 20)

2.1 Amount of Termination Costs

Where clause 20 (“Termination costs”) applies, the Termination Costs payable by the Customer to Powerlink are the applicable amount set out in the table below:

Termination date	Termination Costs
Between the Start Date and the date that is 10 Business Days after the Completion Date (inclusive).	[\$#]
Between the date that is 11 Business Days after the Completion Date and the End Date (inclusive).	Present Value of Lost Earnings (PVLE) (plus GST)

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2.2 Payment of Termination Costs

The Customer 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 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 Customer damages at common law for the loss or damage suffered or incurred by Powerlink because of the relevant termination event. The Customer's liability for any such common law damages will not exceed the amount of Termination Costs that would have been payable under item 2.1 ("Termination costs") if those termination costs had been enforceable.

To avoid doubt, a reference in clause 20 ("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).

3 Financial Security Arrangements - clause 14 ("Financial Security")

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

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4 Maximum Unpaid Amount

For the definition of Financial Breach in Schedule 10 (“Dictionary”) the Maximum Unpaid Amount is two months Charges as defined in clause 11 (“Charges”).

5 Liability caps

For the purposes of clause 22.3 (“Limitation of Liability for Direct Loss”), the Aggregate Cap is \$xxx million.

6 Required Insurance Amount

For the definition of Required Insurance Amount in Schedule 10 (“Dictionary”), the Required Insurance Amount is [xxxx million]

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Schedule 7 – Communication Contacts

7 Operational Communications (clause 28.11)

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

Responsibility	Powerlink	Customer
Day to day operations affecting the connection point	Network Operations Control Centre Ph: (07) 3860 2599	xxx
Outage Plans	Network Outage Coordinator Ph: (07) 3860 2515 Email: palvey@powerlink.com.au	xxx
Outage Requests	Network Coordinator Ph: (07) 3860 2716 / 2772 Email: NetopsContingencyAssessment@powerlink.com.au Network Operations Team Leader Ph: (07) 3860 2343 Email: NSCTeamLeader@powerlink.com.au	xxx
Emergency events and switching	Network Operations Control Centre Ph: (07) 3860 2599	xxx
Media or Information Release to third parties	Corporate Communications Manager Ph: (07) 3860 2654	xxx
General Queries	Network Customer Manager Ph: 07 3866 1011 Email: BusinessDevelopment@powerlink.com.au	xxx

8 Contacts for Notices (clause 28.11)

	Powerlink	Customer
Address	33 Harold Street Virginia QLD 4014	xxx

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Telephone	(07) 3860 2111	XXX
Fax	(07) 3860 2100	XXX
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Schedule 8 – Substation Civil Design and Construction Requirements

Substation Earthworks Platform Requirements

Platform Size

The Customer agrees to design and construct a substation platform, to Powerlink Standards. The size of the substation pad size will be in accordance with Powerlink's ultimate substation arrangement drawing (to be provided).

Platform Slope

Preference is for the substation surface grade to be 1%. Where this is not achievable, the minimum grade of the platform should be 0.5% and the maximum grade shall be not steeper than 2%.

Geotechnical Investigation

The Customer shall carry out a Geotechnical Investigation and will provide Powerlink with a Geotechnical Investigation Report. The Geotechnical Investigation must include field work, laboratory testing and report, for the various soil types and depths, to Powerlink's Requirements as described below, as appropriate:

Geotechnical Investigation for Earthworks and Civil Works

Geotechnical Investigation requirements for a Greenfield site including earthworks, roadworks, footing design and erosion and sediment control and shall include field work, laboratory testing and report, for the various soil types and depths, at least, as appropriate:

Field Work: Boreholes

- Test Pits
- Dynamic Cone Penetrometer (DCP) testing
- Ground water levels
- Earth Resistivity Tests (Wenner Four Electrode Method)
- Recording location of the boreholes and test pits by GPS and ground level to AHD
- Any other field work or testing required.

Laboratory Testing:

- Typical Geotechnical Testing:
 - Soil Classification Groups - AS 1726
 - Soil moisture content tests - AS 1289
 - Soil classification tests: liquid limit, plastic limit, plasticity index, Atterberg limits, linear shrinkage, particle size distribution and particle size distribution fine, Emerson class number, percent dispersion - AS 1289
 - Soil compaction and density tests: dry density/moisture content - AS1289
 - Soil strength and consolidation tests: California Bearing Ratio (CBR), Triaxial Shear Test - AS 1289

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- Soil reactivity tests: shrinkage index - AS1289
- Soil permeability measurement - constant head test suitable for SSE to AS1547
- Rock Load strength correlated to Point Load Index (Is) values.
- Typical Chemical Testing:
 - Soil chemical tests - organic matter content, Electrical Conductivity and pH of soil - AS 1289
 - Aggressivity tests in accordance with AS 2159
 - Sodicity tests
 - PASS tests.
- Any other testing required for design purposes.

Surface and Subsurface Conditions:

- Topography and geology
- Surface conditions
- Subsurface conditions
- Ground Water
- Summary of Laboratory Test Results.

Geotechnical Report - Engineering Assessment and Recommendations:

- Geology of the area
- Soil and rock profiles and classifications to AS 1726
- Soil Reactivity and Site Classification based on the predicted characteristic surface movement, ys to AS 2870
- Site settlements under fill
- Geotechnical Design Parameters:
 - Bulk density (γ_o)
 - Soil Undrained Shear Strength (S_u)
 - Effective cohesion (c')
 - Drained friction angle (ϕ')
 - Elastic Modulus (E')
 - Modulus of subgrade reaction (k).
- Geotechnical Analysis and Comments:
 - Earthworks:
 - Site preparation
 - Excavation
 - Subgrade preparation
 - Fill
 - Trafficability
 - Surface water control
 - Shallow Foundations: – Ultimate and allowable Bearing Capacity for vertical loads (q_{ult});
 - Ultimate passive resistance lateral loads (h_{ult});
 - Geotechnical strength reduction factor (ϕ_g);
 - Modulus of subgrade reaction (k_s);
 - Deep foundations:
 - Lateral Yield Pressure (p_y);
 - Ultimate Shaft Adhesion (f_s);
 - Ultimate End Bearing Pressure (f_b);
 - Coefficient of subgrade reaction for Broms' equation (C_u);

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- Estimate of the depth of Seasonal Moisture Variation and maximum cracking depth of clay for use in the lateral analysis of piers.
- Assessment of Erosion Potential:
 - Erosion risk assessment of fine grained soils to determine plasticity. Subsoil samples to be taken from approx 700mm and 1500mm deep;
 - Laboratory results:
 - K factor
 - Particle size analysis (Silt and Clay <0.02mm, Sand 0.02 - 2mm and Gravel >2mm)
 - ESP, CEC and SAR (incorporating cations)
 - Electrical conductivity
- Aggressivity to Buried Structural Elements. Exposure classification in accordance with Table 6.1 of AS 2159 'Piling Design and Installation'
- Pavement Design and On-ground Slab Parameters
- Retaining Wall Design Parameters
- Seismic Analysis
- Acid Sulphate Soil (ASS) Assessment
- Presence of sinkholes, underground caves or mines
- Presence of Unexploded Ordnance
- Any other information required for design purposes.
- Test Results
- Bore Logs.

The geotechnical investigation shall be carried out to at various depths as required below the finished platform level. Critical testing for strain beams shall be 15m for 275kV sites. Where rock (other than boulders) is encountered on site, drilling into rock (beyond TC Bit refusal) may be limited to 5m for 275kV sites. Test holes shall be positioned so that the maximum area represented by any hole shall be 2000m². All boreholes and excavations shall be backfilled or sealed after testing.

If geotechnical investigations indicate the presence of rock, Powerlink is to be consulted to for the design of the platform earthworks.

Geotechnical Investigation for Erosion and Sediment Control

On large sites where there are areas not being disturbed by the works and future development of the site, the soil sampling shall be restricted to areas only being affected by the temporary and permanent works unless specified otherwise.

A typical example of the geotechnical investigation for erosion and sediment control requirements and sampling intensity is the Brisbane City Council's Soil Sampling and Testing Guideline for Erosion Control.

The geotechnical investigation for erosion and sediment control design only shall include the results of the following tests:

- Soil Classification Group - AS1726

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- Soil classification tests - Atterberg limits of a soil - AS1289 3.3 for erosion risk assessment of fine grained soils to determine plasticity. Subsoil samples to be taken from approx 700mm and 1500mm deep
- Soil classification tests - Particle Size Distribution of a soil to AS1289.3.6.1 of representative topsoil and subsoil samples for each different soils profile encountered
- Soil classification tests - Particle Size Distribution of a soil (fine) AS1289.3.6.3
- Soil classification tests - Dispersion - Emerson class number of a soil to AS1289.3.8.1 of representative topsoil and subsoil samples
- Soil classification tests - Dispersion - Percent dispersion of a soil to AS1289.3.8.2 on the most dispersive of samples returning Emerson Class Number 1 or 2 to determine the percent dispersion of soil;
- Soil chemical tests - organic matter content of soil according to AS1289.4.1.1
- Soil chemical tests - Electrical Conductivity and pH of soil to AS1289.4.3.1 on a representative upper topsoil and subsoil sample
- Soil strength and consolidation tests - permeability of soil according to AS1289.6.7.1.

The report shall comment on the susceptibility of the soil and batters to erosion and the following parameters are required for the erosion risk assessment and design of sediment basins.

- K factor
- Particle size analysis (Silt and Clay <0.02mm, Sand 0.02 - 2mm and Gravel >2mm)
- ESP, CEC and SAR (incorporating cations)
- Electrical conductivity.

Site Survey

The Customer shall carry out a site survey in accordance with Powerlink's Requirements, as outlined below.

Any cadastral work shall be undertaken by a licensed surveyor in accordance with the requirements of the Survey Act 2003 or other applicable legislative requirements.

A Registered or Licensed Surveyor shall be engaged to carry out surveying for establishment of property boundary marks, Permanent Bench Marks (BMs), Permanent Survey Marks (PMs), Permanent Control Marks and carrying out a topographic survey. Permanent Control Marks are used to mark the Control Lines locations.

On Greenfield sites, or where necessary on Brownfield sites, a minimum of two Permanent Bench Marks identified by Easting and Northing MGA94 coordinates and elevation to Australian Height Datum (AHD) shall be established in a location where they are not disturbed by current and future works. The Permanent Bench Marks may be positioned as Permanent Control Marks (Section 7.4 Control Lines) if position of control lines is known. The Permanent Control Marks shall be constructed to drawing A4-H-120553-065. The location of the Permanent Control Marks and their relationship to property boundary shall be recorded on a drawing and supplied to Powerlink in formats as described below.

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Permanent Bench and Control marks shall be located to a relative horizontal and vertical accuracy of ± 5 mm or better.

The latest Registered Plans of the property and any applicable easements shall be used by the surveyor to verify the property and easement boundaries.

Where required, a topographic survey shall be carried out for the site and the surveyor shall record site levels of the natural surface, other features as required including property boundary survey pegs, Temporary and Permanent Survey, Bench and Control Marks, and underground services, accurately and extensively, to produce contours and location of features and underground services for the purpose of designing the earthworks, access roads, erosion and sediment controls and to determine earthworks quantities.

As a minimum, an Engineering Surveyor shall be used for engineering set-out where reference marks and height datum are in place. Local grid coordinates and elevation may be used where MGA coordinates and AHD are unavailable.

The survey drawing/s shall be approved by the surveyor and provided in .pdf format and as a 3D drawing in Microstation V8i v08.11 (.dgn) or AutoCad 2008 or 2010 (.dwg) format. Survey points data shall be provided electronically as Easting, Northing and Elevation in ASCII format. All files shall be submitted via email, stored directly into SPF (where available to the Customer) or on Compact Disk or other approved alternative media and shall be certified by the Surveyor.

The survey drawing/s and ASCII format survey data files in Easting, Northing and Elevation shall be stored in SPF.

A LIDaR survey of ground elevations supplemented with imagery may be required for large areas requiring a less accurate topographic survey than that done by a surveyor.

LIDaR data shall be supplied as ASCII format as Eastings, Northings and Elevations and Imagery shall be supplied as georeferenced .ecw format files.

Erosion and Sediment Control

The Customer is to provide, maintain and remove erosion and sediment control measures, until the Site Access Date, in accordance with the following Powerlink requirements:

Prior to commencement of site clearing and earthworks, effective erosion and sediment control measures shall be installed and the control measures shall be maintained for the duration of the Project.

Erosion and Sediment Control Plans (ESCP) and Waste Water Management Plans shall be implemented for any construction activities that disturb the land and/or affects the quality of waste water discharge. The management plan and controls shall comply with Queensland Department of Environment and Heritage Protection Management - Urban Stormwater Quality Planning Guidelines 2010.

In accordance with Queensland State Planning Policy 4/10 - Healthy Waters Clauses 2.7 to 2.9, operational work that disturbs greater than 2500m² of land

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shall comply with the policy regarding water quality management. The management plan shall consider diverting upstream clean water flows, where possible, to minimise the volume of polluted stormwater runoff and use of construction phase erosion and sediment controls including sediment retention basins.

Water retaining basins, both temporary and permanent, shall be constructed with bank slopes that allow animals or people who have entered the water to escape from the basin via the banks even when slippery. Where this is not possible then the basin shall be fenced and have an alternative means of escape such as a secured ladder leading from the water to the top of the bank.

Basins on sites accessible to the public and/or stock shall be fenced off with the appropriate fence to suit the life of the basin. Permanent fences shall be barbed wire stock fences with a locked 3m wide gate provided in an appropriate place for maintenance vehicles. Temporary fences may be a suitable barbed wire stock fence or orange plastic barricade fencing.

Where there is the likelihood of vehicles or motor cycles traversing across country and inadvertently running into the basin or its barbed wire fence, an orange barricade fence shall be provided around the basin and any barbed wire fence to alert the driver. Consideration should also be given to closing the trails that lead to the basin.

Upon completion of construction and all environmental and permanent erosion controls are in place, the sediment retention basins shall be decommissioned and backfilled unless directed otherwise.

Water sensitive urban design of the stormwater discharge with regard to bioretention systems and wetlands is not required unless specified.

A site Erosion and Sediment Control Management plan and staged drawings in accordance with International Erosion Control Association Australia (IECA) - 'Best Practice Erosion and Sediment Control' and any specific requirements of the site Environmental Management Plan shall be designed and enacted for the all stages during the life of the project.

A primary ESCP shall be submitted to Powerlink together with relevant site establishment, clearing and operational construction works, prior to undertaking any earth-disturbing activities on site. The ESCP's shall be based on the requirements below:

- Background, site data collection, information and mapping should include:
- Scope of proposal, summary of potential issues and environmental impacts
- Summary of desktop, field and laboratory work, data sources and references
- Data and mapping of soils (type, classification, location of problem soils), vegetation, existing contours
- Consultant reports, including calculations, numerical modelling analysis, laboratory and field testing results and a completed Erosion Hazard Assessment form.

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Engineering drawings should include:

- North point, plan scale (not larger than 1:1000), the use of standard drawing symbols for drainage, erosion and sediment controls
- General layout and staging of proposed works, property boundaries, site and easement boundaries, adjoining roadways and downstream waters, existing and final site contours, location of cut and fill areas, limits of disturbance, location of stockpiles
- Construction site access points, site offices, services and wash-down areas
- Retained vegetation including protected trees, riparian and wetland buffers
- The location of all drainage, erosion and sediment control measures
- Drainage plans for key stages of earthworks; include contours for each stage of construction, sub-catchment boundaries, location of sediment basins and location of watercourses / drainage lines
- Sediment fencing and other perimeter controls, stabilised access controls, upslope stormwater diversions and barrier fencing around undisturbed areas
- Site revegetation/rehabilitation requirements
- Undisturbed areas where ground cover will be maintained.

Technical information should include:

- Certifying author's name, signature, qualifications, accreditation and date
- Work programme details (nature, timing extent and scheduling of works)
- Land disturbance area and earthworks, cut and fill volume, and roadworks
- Erosion risk assessment calculations for uncontrolled soil loss rates (using the RUSLE)
- Erosion and sediment controls; extent, timing and sequencing; specifications and calculations (include calculation sheets for the sizing of ESC measures)
- The location, specifications, drawings and calculations of Type C, D and F sediment basins. Include construction sequencing, sub-catchment collection area, volume and detailed design calculations, indicate if temporary or permanent.
- Summary of procedures for storage and handling of fuels, oils and chemicals
- Maintenance program details (inspection check list and responsibility)
- Assessment of the potential effects on the environmental values of receiving waters, include measures to be undertaken to prevent or reduce impacts.

Earthworks Platform

The Customer is to provide the Substation Earthworks Platform, in accordance with Powerlink Requirements, and including provision of:

- large earth drains and diversion of water courses if necessary including necessary scour protection measures.
- 100mm road base layer, and imported fill as required.

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- Imported fill depth across all of platform to be determined in consultation with Powerlink following geotechnical information
- Reinstatement of all disturbed surfaces external to the substation.
- Flood immunity in accordance with State Planning Policy Mandatory Requirements: Flooding Hazards, Clause 5, Table 1 Recommended flood levels for community infrastructure. (Generally 0.5% Annual Exceedance Probability (AEP) plus 300mm freeboard to the lowest platform level.)

Clearing and Grubbing

The design of the area to be cleared shall be the absolute minimum area for the construction of the works including set down and site huts areas, borrow pit and spoil storage areas, area occupied by the completed road and platform formations and associated drainage and erosion sediment control measures.

Areas occupied by the roadwork's and earthwork's formations shall have all stumps and roots fully grubbed and holes backfilled and compacted as specified.

Areas of Cultural Heritage significance, trees and vegetation that are to be preserved or property outside the area shall be excluded from any clearing activities or damage in any way.

Earthworks

The earthworks design will consist of all work required to produce a suitable platform on which to install the electrical equipment and buildings having due regard to the following:

- Position and orientation on the property
- Economics of the design and works
- Geotechnical investigation and site conditions
- Topography
- Substation infrastructure such as gantries (strain beams), transformers, cable trenches, oil separation tanks, roads etc
- Availability of suitable fill material
- Surplus spoil stockpiling or removal from site
- Drainage and discharge of stormwater from the site
- Minimisation of scour on- and off-site
- Minimisation of environmental impact
- Areas to be preserved
- Ongoing maintenance of substation surrounds
- Peak Rainfall Intensities and Flood levels
- Stability and durability of the finished platform surface during construction and all-weather operation of the Substation.

The earthworks design shall be based on the use of suitable material available on site prior to importing fill.

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It is important that the material surrounding the main earth grid be considered when designing the earthworks.

The excavation and filling/backfilling must be designed and specified to be compacted such that ground settlements are minimal and do not affect the performance of the substation throughout its life. Design and detail all retaining structures required to complete the earthworks.

All areas which have been excavated and compacted must achieve a stable condition to mitigate run-off and erosion and be in accordance with the requirements of any Authorisations. Examine any unsuitable ground material and must report the situation in writing before executing any works.

If the surface of a subgrade is found to be unstable or to include any type of refuse subject to removal, excavate and remove such unsuitable material.

Topsoil should be used for re-vegetation and landscaping on fill batters and the like. Excess topsoil must be spread in low stockpiles or berms not exceeding 1m depth adjacent to roadwork to encourage re-growth from seeds and organic matter in the topsoil. The disposal of topsoil must not impact on the effectiveness of the drainage systems constructed on the site.

Excavation must not be backfilled until structures such as drainage, cables and other construction details have been inspected, tested and approved.

All soil fill material used must be thoroughly compacted as per the following:

- a) Except in areas where 1000mm of rock material below the cut surface is to be removed and replaced with alternative material as detailed below, compaction of fill material shall include equivalent compaction, to a depth of 200 mm, of the initial surface under the fill material and the finished cut surface, excluding cut batters. Proof rolling operations of the initial surface shall be inspected prior to spreading of fill material;
- b) All transporting, spreading, watering, drying, mixing, compacting and trimming of fill materials shall be carried out as required;
- c) The fill material shall be in even unsegregated layers not exceeding 200 mm loose height and shall mix and dry or mix and moisten the fill material, as necessary, to within ± 2 % of the optimum moisture content prior to compaction. The minimum compacted layer shall not be less than 75 mm thick. Overfilled layers may be trimmed back;
- d) The services of a qualified and experienced Geotechnical Inspection and Testing Authority (GITA) shall be engaged to undertake Level 1 Inspection and Testing of all earthworks in accordance with the requirements of AS 3798;
- e) At completion of earthworks or at practical completion, the Customer shall submit a Statement of Compliance from the Geotechnical and Testing Authority (GITA) covering the entire earthworks as being in accordance with the requirements of AS 37998.
- f) Unless otherwise shown on construction drawings, the Customer shall compact all fill material to a field density not less than the maximum standard dry density of the material when tested in accordance with AS 1289 as set out in the table below:

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Location	Minimum Compaction Standard (Cohesive Soils Generally)
All fill material below 1 metre from the finished surface level, including the exposed surface after the removal of topsoil.	95 %
All fill within 1 metre from finished surface level including the finished cut surface, excluding cut batters	98 %
Under culverts	100 %

Imported Fill

General

- At least 14 days prior to transporting the material to site, the Customer shall submit relevant documentation or certification demonstrating that the proposed imported materials complies with this specification for review. Only recent (within previous 2 months) test certification and results from a National Association of Testing Authorities Australia (NATA) registered laboratory will be accepted.
- Should the imported material source change during the course of the project, further documentation or certification shall be submitted prior to use of the imported material.
- Non-plastic material shall not be used.
- Material containing residue of coal (e.g. chitters) is not suitable for use as imported material.

Imported Fill Material

- When required, imported structural fill material shall be a soil aggregate gravel blend complying with the following requirements in the following table:

Property	Limiting Value
Minimum Soaked CBR	15%
Plasticity Index	7 - 35 %
% of whole sample passing 75 µm sieve	10 - 30 %
Weighted Plasticity Index	< 1200
Maximum Particle Size	150mm
Emerson Class	≤ 3

Bulk Fill Properties

- In addition, imported fill materials shall:

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- be of same or lesser resistivity to the local soils on the site.
 - be free of organic matter or other contaminants, homogenous, sound and suitable for use as structural fill;
 - not be used when soil is identified as being “Acid Sulphate”, unless treated, tested and found to be within the nominated range prior to placement;
- c) RPEQ certified if CBR15 Imported Bulk Fill is deemed suitable for use as structural fill material associated with the construction of Substations; and
- d) Imported fill may be made-up of recycle or reconditioned material where it meets the specified requirements.

For encountered rock (see section 2.2.7 of Specification for Construction Works Excavating and Backfilling ASM-ID&TS-SPE-A1880033 for the definition of encountered rock), the platform shall be over excavated to a depth of 1000mm below the platform finished surface level to allow for the construction with conventional machinery of all foundations, services, drainage etc .The over excavation shall be filled and compacted as defined above with either site won material processed for reuse or imported fill. Alternatively to over excavation, 1000mm of fill may be placed over the rock and compacted as defined above with either site won material processed for reuse or imported fill. Both the site processed material or imported fill material shall meet the above requirements for imported fill.

Cut to fill material shall be free of all organic matter, rubbish and deleterious material prior to compaction. Stones larger than 200mm nominal size shall be removed from fill material and material that does not pass a 53mm sieve shall be removed from material in the top 1000mm of finished earthworks level.

Any borrow pits created on site shall be self-draining. If directed by Powerlink, borrow pits shall be backfilled and compacted with clean surplus spoil from the site with topsoil being laid down last.

On sites requiring imported fill, the fill material for the sub-base course shall be in accordance with the imported fill material requirements shown above. Material that does not pass a 53mm sieve shall be removed from material in the top 1000mm of finished earthworks level.

The earthworks design shall generally allow for an excess of cut to account for the loss of material due to shrinkage during compaction and the presence of unsuitable material, including rock.

Preference is for the platform surface grades to be approx 1 Vertical: 100 Horizontal (1%) to help reduce surface water velocities and assist with the depth and grades of drainage pipes running across the site. Where this is not achievable, the minimum grade of the platform surface shall be 1 Vertical: 200 Horizontal (0.5%) and the maximum grade shall be not steeper than 1 Vertical: 50 Horizontal (2%).

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Cut and fill batters shall be not steeper than 1 Vertical: 4 Horizontal unless otherwise required by site constraints such as overrunning the property boundary or steep grade of natural surface falling in same direction as batter pushing out the batter to an unreasonable distance. Where rock is encountered in the excavation of the bench batters may be steeper than 1 vertical: 4 horizontal as per the design engineer's requirements. All batters shall be protected from scour by seeding or turfing or other approved means to prevent scour. Batters higher than 4 metres (measured vertically from toe to top) shall be benched in four metre maximum height lifts.

The minimum distance from the substation security fence to the edge of the platform shall be three metres and the grade shall not exceed 2.0%. This zone shall not be encroached by obstacles such as open 'V' drains and embankments as vehicular access is required along the outside of the fence for maintenance and mowing.

Retaining walls shall be constructed from reinforced concrete, reinforced concrete masonry block or crib wall and shall comply with the relevant requirements of AS 4678-2002 for Structure Classification C. Retaining walls shall have a minimum 100 year design life and shall be designed for hydrostatic pressure extending for the full height of the wall. Boulder walls higher than one metre shall not be used within the substation unless fully grouted or embedded in concrete backing unless otherwise approved. Walls such as 'Reinforced Earth' requiring a grid of tendons or similar to be laid in layers from the back of the wall to under the substation platform shall place the tendons so as not to interfere with the installation of future platform extensions, footings or subterranean structures and services. Retaining walls higher than one metre shall have one metre high chain wire fence with top and bottom rails on top of the wall. Retaining wall panels reinforced with welded mesh shall have their reinforcing earthed to the substation grid for at least the first two metres above ground level. Slopes steeper than 1 Vertical: 2 Horizontal shall be protected by rock pitching or other approved means to provide a stable slope. Rock shall consist of sound igneous, metamorphic or approved sedimentary rock that will not deteriorate in water or when exposed to the weather. The minimum dimension of any rock shall be 200mm.

'V' shaped drains shall have a rounded or flat bottom.

Cut off drains and other earth structures such as embankments shall not cause access issues to the transmission towers and poles that require a 15 metre clearance zone around the tower to accommodate construction and maintenance vehicles. Cut off drains may require culverts in areas where they affect access to or clearance zone around a transmission tower or pole. Embankments may require retaining to prevent them from encroaching on the clearance zone.

Excess spoil from the earthworks and excavations shall be neatly stockpiled and lightly compacted on site (unless otherwise directed to remove it from the site) in an area/s as directed by Powerlink and shall be treated as other exposed soil surfaces for landscaping and environmental purposes.

Any contaminated soils from the site shall be handled, treated and disposed of in accordance with Queensland Environmental Protection Act requirements.

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Surfacing Layer

Medium and high plasticity sites (as defined in AS 2870) shall be provided with an imported fill surfacing layer of not less than 100mm thickness unless otherwise approved by Powerlink. The thickness of the platform surfacing layer shall be designed to support vehicles with an individual wheel load 33 kN uniformly distributed over a contact area of 400mm x 250mm under all weather conditions. A factor of safety of three against failure shall apply. Platform surfacing material shall be an approved, contaminant free, imported soil aggregate material, minimum soaked CBR 35, Grading B or C in accordance with section 2.7.3 of the Specification for Construction Works - Earthworks ASM-ID&TS-SPE-A1880039.

Imported Fill

The imported fill used in building the substation platform will have a soil resistivity of less than 200 ohm meter. There will be sufficient depth of fill material (600mm) to allow earthgrid installation.

Bypass Track

The Customer is to install a bypass track around the substation.

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Schedule 9 – Operational Arrangements for Land Access

Land access operating arrangements

- 1.1 The Customer acknowledges that for Powerlink to provide the Powerlink Works and the Transmission Services under this agreement (and otherwise comply with its obligations under this agreement) the land, easements and other Access Rights referred to in item 6.4(b) of Schedule 2 (“Works”) must be accessible by Powerlink 24 hours during each day of the year with such access to be full, free and completely unfettered and not subject to any constraints, limitations, restrictions or impediments (including, without limitation, boom gates, security gates, structural barriers, inductions, signing/checking in requirements) that require reference to the Customer (“**Powerlink Minimum Land Access Requirements**”).
- 1.2 To minimise the impact of the Customer’s activities on Powerlink’s Minimum Land Access Requirements, the Customer agrees to comply with the terms of this Schedule 9 (“Operational arrangements for land access”) and that these arrangements take precedence over any other land access arrangements between the parties.
- 1.3 The parties agree that the following general conditions apply for management of access, whether within or outside an easement or access area:
- (a) the Customer is responsible for arranging the upgrade and maintenance of public roads designated by the Customer as forming part of a construction access route to their sites and acknowledges that Powerlink may make use of the same public roads during the construction of the Powerlink Works;
 - (b) where the Customer is responsible for arranging the upgrade and maintenance of public roads or providing private access roads for Powerlink’s use, the Customer is to maintain these access roads in accordance with item 2 (“Substation access road specifications”) of this Schedule 9 (“Operational arrangements for land access”) during construction of the Powerlink Works and during the provision of Transmission Services; and
 - (c) the Customer is to promptly advise Powerlink of any constraint on the use of private access roads for which they are responsible and undertakes to immediately remedy such constraints, including without limitation, further maintenance works, consultation with third parties including government departments and agencies, statutory authorities and local council representatives, and parties acting for and on behalf of the Customer (including Principal Contractors and other contractors).
- 1.4 The parties agree that the following specific conditions apply for Powerlink to obtain access via the private access roads maintained by the Customer within a Powerlink access easement or on any other Powerlink easement related to the Works:

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- (a) Powerlink is not required to give prior notice of access, except where Powerlink activities are reasonably expected to unreasonably impact the Customer's use of the access road (eg. Heavy vehicle or oversized load deliveries), and the Customer is not entitled to, and must not, supervise Powerlink's activities on the easement;
 - (b) Powerlink will comply with the Customer's reasonable Occupational Health and Safety conditions. The Customer agrees to provide reasonable notice of these conditions and to limit their application to defined development areas where it can be demonstrated that there are simultaneous operations being undertaken by the parties; and
 - (c) the Customer acknowledges that Powerlink and its contractors maintain separate Occupational Health and Safety policies and procedures that would be applied when operating on easements and freehold land required for the construction of the Powerlink Works and provision of Transmission Services. The Customer further acknowledges that Powerlink will apply these Occupational Health and Safety policies and procedures in the same manner as if accessing any other public or private lands for the purpose of constructing the Works or providing Transmission Services.
- 1.5 If Powerlink is not able to provide the Transmission Services to the Customer because Powerlink does not have the benefit of the Powerlink Minimum Land Access Requirements, then the Customer agrees that Powerlink will not be in breach of this agreement and will not have any liability to Customer.

Substation access road specifications

- 2.1 Where the Customer is responsible for providing private access roads for Powerlink's use, such an access road shall be designed to the "arrb Transport Research", "Unsealed Roads Manual - Guidelines to Good Practice".
- 2.2 The road shall be designed for use under all weather conditions.
- 2.3 The overall width of the road shall be 8.2 metres being a minimum 6 metres pavement width and 1.1m shoulders each side
- 2.4 The road shall be designed to support heavy vehicles with an individual heavy wheel load consisting of an 80kN load for use at any time under all weather conditions.
- 2.5 The road shall be designed with minimum turning circles and vertical curves in accordance with Powerlink r "Typical Large Transformer Transport Trailers Outlines, Turning Circles and Vertical Curves 2x13x8 Wheel Beam Trailer", and with horizontal curves in accordance with "Typical Large Transformer Transport Trailers Horizontal Curves 2x13x8 Wheel Beam Set Trailer".
- 2.6 Maximum traffic volumes occur during any substation construction activities after which the traffic volumes are very low (ESA 8x103).
- 2.7 Road Classification (rural) in accordance with "Unsealed Roads Manual - Guidelines to Good Practice" Table 4.1:

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- (a) Level: Local;
- (b) Category: C;
- (c) Type: V;
- (d) Annual Average Daily Traffic (AADT): 20 – 100;
- (e) Typical Road Type: unsealed;
- (f) Annual Average Daily Traffic for substation access only; and
- (g) Design Speed: 40km/h.

2.8 Typically Powerlink's minimum standard for unsealed roads is to Main Roads Technical Standard - MRTS05 “Unbound Pavements” as follows:

Top wearing surface- minimum 125mm thick material, DMR Type 2.4 Grading 'D', % less than 0,075mm divided by % less than 2.36mm shall be in the range 0.2-0.4;

Sub-base - minimum 125mm thick; CBR45 DMR Type 2.3; and

Controlled Subgrade - thickness as required, CBR15 DMR Type 2.5.

**[#name of Customer connection#]~ Customer
Connection and Access Agreement
Schedule 9A – Access Policy Principles**

[insert]

Customer Connection and Access Agreement

Schedule 10 – Dictionary

1 Defined terms and the Rules

Capitalised terms used in this agreement which are not italicised have the meanings given in item 2 (“Defined terms”) of this Schedule 10 (“Dictionary”).

Capitalised terms used in this agreement which are *italicised* have the meanings given in the Rules.

If there is any inconsistency between a term defined in item 2 (“Defined terms”) of this Schedule 10 (“Dictionary”) which is also defined in the Rules, the definition in item 2 (“Defined terms”) of Schedule 10 (“Dictionary”) will prevail to the extent of the inconsistency.

2 Defined terms

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

Acceptable Credit Rating Agency means Moody’s Investors Service Pty Ltd or Fitch Australia Pty Ltd, or the successor of either of them.

Access Policy means, where the Powerlink Assets include a Powerlink DNA, the *Access Policy* that, under clause 5.2A.8, applies to the Powerlink DNA.

Access Rights means all access rights of whatever description in connection with, or associated with, land and other property rights and interests that are necessary to enable Powerlink to carry out and complete its rights and obligations under this agreement, including the Powerlink Works for the purposes set out in item 1.1 (“Purpose of Works”) in Schedule 2 (“Works”), the provision of the Transmission Services and all associated access, construction, maintenance, inspection and operational rights and obligations (on terms, conditions, suitability, usability, accessibility, practicality, locations, dimensions, safety, surface standard/grade and access acceptable to Powerlink).

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 22.1 (“Liability excluded”) or clause 26.1 (“Suspension of obligations”), as the context requires.

Aggregate Cap means the amount set out in item 5 (“Liability caps”) of Schedule 6 (“Charges and other amounts”).

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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 Assets”) (subject to any Contingency Event and the provisions of clause 2 (“Service reduction”)) as recorded by the *Revenue Metering Installation* for the Customer.

Appendix C of the Queensland Electricity Entity Procedures for Safe Access to High Voltage Electrical Apparatus Procedures means the High Voltage Isolation and Access procedures that set out the procedures used by Powerlink for work and testing on high voltage exposed conductors.

Approval Date has the meaning given in item 6.3 (“No Land and Works Approval”) of Schedule 2 (“Works”) as set out in the Progress Schedule.

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

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

Australian Corporate Yield Curve Rate means the Australian corporate 10-year yield curve rate as published by Bloomberg L.P from time to time, having the code “BVCSAE10” and being referred to as the “AUD Australia Corporate A+ A- BVAL Yield Curve 10 year”, unless otherwise agreed between parties in writing.

Australian Bank means an “Australian ADI” (as defined in the Corporations Act 2001 (Cth)) that is permitted under section 66 of the Banking Act 1959 (Cth) to assume or use the word “bank”, “banker”, “banking” or other word that is of like import, and 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).

Bank Credit Threshold has the meaning in clause 14.16 (“Meaning of Bank Credit Threshold”).

Billing Period means a calendar month.

Boundary Point is as identified in Diagram 1 (“Transmission Network Connection”) in Schedule 1 (“Powerlink Assets”).

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

Customer Connection and Access Agreement

Change Event means:

- (a) **(laws)** any change (including amendment or repeal) to the Electricity Laws;
- (b) **(industry)** any change to or reform of the electricity industry in Queensland;
- (c) **(market)** any changes in operation of the national electricity market in Queensland;
- (d) **(licences)** any change to any authority, licence or statutory instrument that regulates the conduct of either party; or
- (e) **(renewable energy zones)** without limiting sub-clauses (a) to (d) above, the introduction, operation and amendment of any QLD REZ Legislation, including the declaration, amendment, expiry or the revocation (or repeal) of a declaration of a renewable energy zone pursuant to the QLD REZ Legislation (and including any legislative changes consequential to any QLD REZ Legislation or the declaration, to the extent applicable).

Change in Control means, in respect of a party, the acquisition by any person or corporation, either alone or together with any associate of a person or corporation, of Control of that party, but does not include a change in control of a party that occurs because a change in control occurs in respect of a Listed Company.

Charges means the amounts referred to in clause 11 (“Charges”) and Schedule 6 (“Charges and other amounts”).

Charges Commencement Date is the first to occur of the following dates:

- (a) **(completion)** the Completion Date; or
- (b) **(energisation)** the Load Energisation Date.

Complete for the Powerlink Works, means the Powerlink Works are constructed and commissioned such that they are ready, able and capable of Load Energising the Customer Facility irrespective of whether actual physical Load Energisation occurs because the Customer has not completed the Customer Works or due to any delay, act, omission, breach, or default of the Customer, its agents, employees or contractors; in which case the Powerlink Works are “Complete” for all purposes of this agreement and **Completion**, **Completing** and **Completed** have corresponding meanings.

Completion Date has the meaning given in item 2.3(c) (“Dates for Works (Completion Date)”) of Schedule 2 (“Works”).

Confidential Information means:

- (a) **(agreement terms)** the terms of this agreement (but not the existence of the agreement);
- (b) **(information)** any information, data, documents or other material that is supplied directly to or received directly by one party from the other

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pursuant to this agreement (including, in relation to the performance of a party's obligations under this agreement, the condition or operation of the other party's assets, or the resolution of a dispute under clause 24 ("Dispute resolution")); and

- (c) **(expert decisions)** any report, decision or determination (draft or final) of any expert appointed under clause 24 ("Dispute resolution").

Configuration Changes has the meaning given in clause 27.3 ("Configuration changes").

Construction Release means a notice from the Customer that complies with item 2.6 of Schedule 2 ("Works").

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.

Contract Agreed Maximum Demand means the maximum demand figure provided by the Customer for the next financial year under item 1.6 ("Information to be provided by Customer") of Schedule 6 ("Charges and other amounts") (this figure can never exceed the Agreed Power Transfer Capability of the Transmission Network Connection Point).

Continuing Party has the meaning in clause 28.7 ("Assignment").

Control means:

- (a) *for a trust* - the direct or indirect right to exercise more than 50% of the votes exercisable by the beneficiaries of that trust in their capacity as beneficiaries;
- (b) *for a body corporate (including a trustee)* - the direct or indirect right to exercise more than 50% of the votes exercisable at a general meeting of that body corporate or the direct or indirect rights to appoint more than 50% of its directors;
- (c) *for a limited partnership* - being or Controlling the general partner of the limited partnership or the direct or indirect right to exercise more than 50% of the votes at any meeting of the partners of that limited partnership (and the identity of the limited partners of a limited partnership shall not be relevant to Control);
- (d) *for any other person* - the direct or indirect right to exercise more than 50% of the voting rights in the person; and
- (e) *for any person (including a trustee and a trust)*, the direct or indirect capacity to determine the outcome of decisions about the person's financial and operating policies,

and **Controlling** and other derivatives shall be construed accordingly. If a person enters into this agreement, or performs this agreement, in the capacity as trustee of a trust, paragraphs (a), (b) and (e) will apply to that party.

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Co-ordination Committee means the committee established under item 5.1 (“Co-ordination Committee”) of Schedule 2 (“Works”).

Costs include costs, charges and expenses, including those incurred in connection with advisers and, for a Cost Variation, includes an amount for Powerlink’s profit and overhead relating to the performance of the Powerlink Works the subject of the Cost Variation.

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 a change to the input costs of the Powerlink Works and all Costs associated with or in connection with increase to the costs), or as a result of an Excepted Risk.

CPI means:

- (a) **(CPI All Groups Brisbane)** the Quarterly Consumer Price Index: All Groups - Brisbane index number published by the Australian Bureau of Statistics (publication No. 6401.0); or
- (b) **(other index)** 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 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.

Customer means the person so described in the Details.

Customer Facility means all plant, equipment, buildings, fixtures, structures and land owned, operated or controlled by the Customer and associated with the Powerlink Assets and the Transmission Network Connection Point from time to time.

Customer Financial Breach means, for the Customer:

- (a) **(financial security)** failure by the Customer to comply with clause 14 (“Financial security”);
- (b) **(Termination costs)** a failure by the Customer to pay Termination Costs as and when required by clause 20 of this agreement
- (c) **(non-payment of Charges for Transmission Services)** failure by Customer to pay two consecutive invoices issued under clause 12.2 (“Payment”) relating to Charges for the provision of Transmission Services (clause 11 (“Charges”) and Schedule 6 (“Charges and other amounts”));
- (d) **(non-payment of other Charges)** a failure by the Customer to pay any other Charges (including any interest) as and when required by this agreement (clause 11 (“Charges”)); or
- (e) **(other amounts due)** a failure by the Customer 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.

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Customer Non-Financial Breach means, for the Customer:

- (a) **(insurance)** a breach of clause 15 (“Insurance”);
- (b) **(assignment)** a breach of its obligations under clause 28.7 (“Assignment”);
- (c) **(works)** a breach of its obligations under Schedule 2 (“Works”);
- (d) **(wilful misconduct/gross negligence)** a breach of any other obligation of the Customer under this agreement (other than a Financial Breach) that arose from the Wilful Misconduct or Gross Negligence of the Customer 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
 - (iii) the quality of electricity supplied from the Transmission Network or the Connection Assets to other *Transmission Network Users*.

Customer Personnel means all employees, secondees, agents, principals and contractors employed or engaged by the Customer in connection with or relating to this agreement.

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

Customer Repeated Breach means, for the Customer:

- (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 Customer of each individual breach (irrespective of whether the Customer remedied the breach) – clause 7 (“Operational procedures”), clause 8 (“Maintenance”), clause 9 (“Access to facilities”) and paragraph (d) (“wilful misconduct/gross negligence”) of the definition of “Customer 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 - clause 7 (“Operational procedures”), clause 8 (“Maintenance”), clause 9 (“Access to facilities”) and paragraph (d) (“wilful misconduct/gross negligence”) of the definition of “Customer 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 Customer of each individual breach (irrespective of whether the Customer remedied the breach) or
- (d) a Technical Breach that lasts for more than three months without being remedied.

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Customer Switchyard means the Customer switchyard containing the Powerlink Assets, as approximated in Diagram 2 (“Asset Boundaries at Customer Site Substation”) of Schedule 2 (“Works”).

Customer Works has the meaning given in Schedule 2 (“Works”).

Customer Works Change has the meaning given in item 4.4 (“Customer Works Change”) of Schedule 2 (“Works”).

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) **(excludes business interruption and other losses)** 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) **(excludes consequential loss)** 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.

Disclosing Party has the meaning given in clause 25.3 (“Disclosure”).

DNA Service 1 means Powerlink providing the Customer with access (being access to *Power Transfer Capability*) in relation to the DNA (but does not include a requirement for Powerlink to *Extend* or replicate the DNA).

Electricity Laws means the *Electricity Act 1994 (Qld)*, the Old National Electricity Law, the New National Electricity Law, the Code, 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.

Eligible Bank means an Australian Bank or a Foreign Bank.

Emergency Switching has the meaning given in item 2.6 (“Emergency Switching”) of Schedule 4 (“Operational procedures”).

End Date is as set out in the Details.

Equipment Owner has the meaning given in clause 22.5 (“Particular exclusions: access to property”).

Excepted Risk means the occurrence of any of the following events:

- (a) **(Customer fault)** any act, omission, breach or default caused or contributed to by the Customer, its agents, employees and contractors, whether or not such failure is a breach of this agreement;
- (b) **(FM affecting Customer)** a Force Majeure Event affecting the Customer’s ability to comply with its obligations under this agreement;

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- (c) **(FM affecting Powerlink)** a Force Majeure Event affecting Powerlink's ability to comply with its obligations under this agreement;
- (d) **(Land and Works Approvals Delay)** subject to Powerlink using reasonable endeavours to obtain the Land and Works Approvals in accordance with item 6 ("Land and Works Approval") of this Schedule 2 ("Works"), a delay to Powerlink obtaining any Land and Works Approvals (whether before or after the Approval Date) including any delays experienced in any statutory designation and acquisition processes;
- (e) **(Powerlink Works change)** any Powerlink Major Works Change;
- (f) **(Customer Works change)** any Customer Works Change;
- (g) **(Change Event)** the occurrence of a Change Event;
- (h) **(Minimum Land Access Requirements)** Powerlink not having the benefit of the Powerlink Minimum Land Access Requirements;
- (i) **(Progress Schedule delays)** any delay to completing or achieving a milestone by its applicable Milestone Date in accordance with the Progress Schedule;
- (j) **(Customer works not ready)** the Customer Works not being sufficiently complete to enable their testing, commissioning and connection to the Powerlink Assets or the *Connection Assets*;
- (k) **(emergency response)** an event which requires an emergency response from Powerlink, including the redeployment of contractors;
- (l) **(Land and Works Approvals Change)** any Land and Works Approval which was granted to Powerlink or the Customer or any condition or requirement of a Land and Works Approval which was granted to Powerlink or the Customer is varied after the Offer to Connect Date to the extent:
 - (i) Powerlink could not have reasonably anticipated at the Offer to Connect Date the variation would be required; and
 - (ii) the variation was not a result of or was made necessary by a change to the Powerlink Works initiated by Powerlink, unless the Customer agrees to treat the variation as an Excepted Risk;
- (m) **(Land and Works Approvals Condition Change)** any Land and Works Approval which was granted to Powerlink or the Customer is made subject to the satisfaction of any condition or requirement after the Offer to Connect Date which differs from, or are in addition to, the conditions or requirements attaching to that Land and Works Approval as at the Offer to Connect Date to the extent:
 - (i) Powerlink could not have reasonably anticipated at the Offer to Connect Date that the Approval would be made subject to the different or additional condition or requirement; and
 - (ii) the different or additional condition or requirement was not a result of or made necessary by a change to the Powerlink Works

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initiated by Powerlink, unless the Customer agrees to treat the different or additional condition or requirement as an Excepted Risk;

- (n) **(New Land and Works Approvals)** a new Land and Works Approval is granted to Powerlink or the Customer after the Offer to Connect Date to the extent:
 - (i) Powerlink could not have reasonably anticipated at the Offer to Connect Date the new Approval would be required; and
 - (ii) the new Land and Works Approval was not a result of or made necessary by a change to the Powerlink Works initiated by Powerlink, unless the Customer agrees to treat the new Land and Works Approval as an Excepted Risk;
- (o) **(change in assumption)** any Powerlink Assumption changes or is found to be inaccurate or incorrect after the Offer to Connect Date;
- (p) **(occurrence of exclusion)** any Powerlink Exclusion occurs after the Offer to Connect Date;
- (q) **(Latent Conditions)** any Latent Conditions are discovered after the Offer to Connect Date including the conditions set out in the Powerlink Exclusions;
- (r) **(Native title determination)** any claim or application for a determination of native title under the Native Title Act 1993 (Cth);
- (s) **(Native title compensation)** any claim or determination for compensation under the Native Title Act 1993 (Cth);
- (t) **(variation)** a variation to the Powerlink Works required by the Customer and agreed to by Powerlink;
- (u) **(outage)** an Outage Event occurs;
- (v) **(weather)** Inclement Weather;
- (w) **(change in law)** a change in an existing law, or introduction of a new law, after the Offer to Connect Date, which Powerlink could not reasonably have anticipated at the Offer to Connect Date; or
- (x) **(contractor interference)** any delay, obstruction or interference caused by any contractor engaged by the Customer; or
- (y) **(Access Policy)** where the Powerlink Assets include a Powerlink DNA – any delay under clause 5.2A8 of the Rules in the approval or development of the Access Policy,

except to the extent that the relevant occurrence was caused by Powerlink breaching its obligations under this agreement.

Excess Demand means the actual maximum demand (MW) measured by Powerlink minus the Contract Agreed Maximum Demand.

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Financial Security means a financial security of the kind described in clause 14.1 (“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 22.1 (“Liability excluded”).

Forecast Energy has the meaning in item 1.6 (“Information to be provided by Customer”) in Schedule 6 (“Charges and other amounts”).

Force Majeure Event means an event, act, occurrence or omission, or combination of them, (whether occurring before or after the State Date), 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;
- (c) **(disease/illness)** without limiting paragraph (b) above, the occurrence or outbreak of any Infectious Disease or Illness including an epidemic and/or pandemic,
- (d) **(response action)** without limiting paragraph (f) below any International, Commonwealth, State or Territory orders, directions, proclamations, determinations, requirements, exercise of (or the invoking of) any emergency powers, change to a law or the introduction of a new law in relation to or in connection with any of the matters referred to in paragraphs (a), (b) and (c) above;
- (e) **(industrial action)** strikes, lockouts, industrial or labour disputes or difficulties, work bans, blockages or picketing;
- (f) **(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;
- (g) **(equipment failure)** mechanical or electrical breakdown of any equipment beyond a party’s reasonable control;
- (h) **(unplanned outages)** unplanned outages of a party’s equipment beyond a party’s reasonable control;
- (i) **(supplier failure/delay)** the failure or delay of any manufacturer, supplier or provider of goods, materials, equipment, plant, machinery or services to an affected party to provide those goods or services to that party, where the failure or delay is due to circumstances beyond the reasonable control

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of the supplier (including any of the events described in this definition);
and

- (j) **(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.

Foreign Bank means a Foreign ADI (as defined in the *Banking Act 1959* (Cth)) that is permitted under section 66 of the *Banking Act 1959* (Cth) to assume or use the word "bank", "banker", "banking" or other word that is of like import and has an Australian branch.

Future Monthly Prescribed Service Charge means the Prescribed Service Charge set out in item 1.1(a) ("Prescribed Service Charges") of Schedule 6 ("Charges and other amounts").

Government Agency means any governmental, semi governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity or any other entity exercising authority conferred by statute.

Gross Negligence means the Customer engaging in conduct the Customer knew would involve negligence or a breach of a duty of care by the Customer or where the Customer had a reckless disregard whether or not the Customer's conduct or actions would involve negligence or a breach of duty of care on its part.

GST has the meaning given in clause 17.7 ("Definitions")

Inclement Weather means weather that is beyond what could reasonably have been anticipated which prevents Powerlink or Powerlink's contractors from carrying out the Powerlink Works.

Inconsistent Obligation has the meaning given in clause 23.4 ("Inconsistency").

Infectious Disease or Illness means any serious infectious disease or illness (of any kind, including any derivatives or mutations and howsoever caused, including from zoonotic causes) that is transmitted, transmittable, transferable or contagious in any other way, directly or indirectly, from person to person.

Initial Financial Security means the Financial Security referred to by that name in the table in item 3 of Schedule 6 ("Charges and other amounts").

Initial Monthly Prescribed Service Charge means the Prescribed Service Charge set out in item 0 ("Prescribed Service Charges") of Schedule 6 ("Charges and other amounts").

Input Tax Credit has the meaning given in clause 17.7 ("Definitions").

Insolvent means, when used in relation to a party:

- (a) **(under administration)** an administrator is appointed or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator to that party;

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- (b) **(in receivership)** a receiver, receiver manager, official manager, trustee, administrator, other controller (as defined in the Corporations Act 2001 (Cth)) or similar officer is appointed over the assets or undertaking of that party;
- (c) **(arrangement with creditors)** that party enters into or proposes to enter into any arrangement, compromise with or assignment for the benefit of its creditors or a class of them; or
- (d) **(legally insolvent)** that party is deemed by the provisions of the Corporations Act 2001 (Cth) to be insolvent.

Insurance has the meaning given in clause 15.1 (“Customer to take out insurance”).

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.

Ipsso Facto Laws means *Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017* (Cth).

Land and Works Approval has the meaning given in item 6.3 (“Land and Works Approvals”) of Schedule 2 (“Works”).

Latent Conditions means any physical conditions on the land affected by the Powerlink Works including man-made objects (for example the presence of other services, poor soil conditions, contamination, artefacts, rocks or other sub-surface or surface conditions) which differ materially from the physical conditions which should reasonably have been anticipated by Powerlink as at the Offer to Connect Date having regard to:

- (a) **(assumptions and exclusions)** the Powerlink Assumptions and Powerlink Exclusions; and
- (b) **(surface conditions)** any preliminary assessment of the surface conditions performed by Powerlink before the Offer to Connect Date.

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

Load has the meaning given in the Recitals.

Load Connection Date means the later of the following dates:

- (b) the date (as specified by Powerlink under item 2.3(e) (“Load Connection Date”) of Schedule 2 (“Works”)) when the Customer Facility is physically and electrically connected to the Powerlink Assets such that it is technically and operationally capable of receiving electricity from the *Transmission System*; and
- (b) the date when the Customer provides evidence to Powerlink that:

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- (i) it has complied with all applicable provisions of the Rules that authorise the activity in paragraph (a) above; and
- (ii) it is registered with AEMO as a Customer under the Rules,

(and to avoid doubt, this date cannot be earlier than the Load Energisation Date).

Load Energisation occurs when the relevant connection between the Customer Facility (or electrical infrastructure and equipment associated with it) and the Powerlink Assets is complete to the extent necessary for the relevant connection to be able to draw load for the purpose of energising and commissioning the connection and associated electrical infrastructure and **Load Energising** has a corresponding meaning.

Load Energisation Date has the meaning given in item 2.3(d) of Schedule 2 (“Works”).

Major Works Change has the meaning given to that term in item 4.3 (“Major Works Change”) of Schedule 2 (“Works”).

Maximum Demand means the highest amount of electrical power transferred or forecast to be transferred at the Transmission Network Connection Point, over any half hour period (this amount can never exceed the Agreed Power Transfer Capability of the Transmission Network Connection Point).

Maximum Unpaid Amount is as set out in item 4 (“Maximum Unpaid Amount”) of Schedule 6 (“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) (**market settlement**) specified by AEMO from time to time for the purposes of market settlement processes; or
- (b) (**Rules**) specified under the Rules.

Milestone Date means the dates identified as such in Table 2 (“Progress Schedule”) of Schedule 2 (“Works”).

Minor Works Change has the meaning given in item 4.2 (“Minor Works Change”) of Schedule 2 (“Works”).

National Electricity Law means the National Electricity (Queensland) Law as defined in the *Electricity- National Scheme (Queensland) Act 1997* (Qld).

Negotiated Service Charges has the meaning given in clause 11.2(a) (“How charges are worked out”).

New Financial Security means new or substitute Financial Security as required by clause 14.13 (“Change in circumstances of Customer”), clause 14.14 (“Change in circumstances of bank providing Financial Security”) or clause 14.15 (“Customer may request swap of Financial Security”).

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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 11.2(b) (“How charges are worked out”).

Notice to Proceed has the meaning given in item 2.2 (“Notice to proceed”) of Schedule 2 (“Works”).

Notice to Proceed Date means the date stated in the Notice to Proceed in accordance with item 2.2 (“Notice to Proceed”) of Schedule 2 (“Works”).

Notice to Proceed Sunset Date means the date stated in item 1 of Table 2 (“Progress Schedule”) of Schedule 2 (“Works”).

Offer to Connect Date means the date that the offer to *connect* is provided by Powerlink to the Customer in accordance with the Rules.

Operational Diagram means a line diagram of all energised high voltage plant showing correct location of all switching devices, fixed earthing devices and isolating devices. The diagram must identify each piece of plant, switching device, fixed earthing device and isolating device using a unique identifier. The unique identifier must also be clearly shown on a label permanently affixed to the equipment which it identifies.

Operational Information means the information, including schematics, drawings, plant manuals, operating drawings, contact details and other information that relates to the operation of a party’s *Connection Assets* and associated plant and equipment.

Outage Event means where:

- (a) **(Authority Prevention)** Powerlink is prevented by an Authority from taking a network outage or is unable to procure an Authority's agreement to take an outage at the time and for the duration proposed by Powerlink;
- (b) **(Authority withdraws)** an Authority withdraws its agreement to any network outage;
- (c) **(Authority recalls network elements)** an Authority requires Powerlink to recall the network elements which are affected by an network outage before the end of the time period which was nominated for that outage; or
- (d) **(Outage can’t be taken)** Powerlink determines (acting reasonably and applying *Good Electricity Industry Practice*) that a network outage cannot be taken at the time that was originally scheduled for that network outage, for whatever reason (including weather), (including where Powerlink is acting as an Authority for the purposes of this agreement),

other than as a result of a breach of this agreement by Powerlink.

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Outage Plan has the meaning given in item 3.1 (“Outage Plan”) of Schedule 4 (“Operational procedures”).

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.

PPSA Security Interest has the meaning given in clause 28.15 (“Personal Property Securities Act”).

Powerlink Assets means the Powerlink Network Assets and the Powerlink DCA including any assets owned or operated by Powerlink and located in the Customer Switchyard and any other assets (excluding the shared *transmission network*) that are relevant to this agreement and that are owned or operated by Powerlink.

Powerlink Assumption has the meaning given in Schedule 2 (“Works”).

Powerlink DCA means the Powerlink DCA conceptually identified as such in Diagram 1 (“Transmission Network Connection”) in Schedule 1 (“Powerlink Assets”) and which are more particularly described in Schedule 2 (“Works”), including any assets which are installed during the Term in place of any of those assets and any refurbishment of or additions to those assets during the Term.

Powerlink DNA means the assets conceptually identified as such in Diagram 1 (“Transmission Network Connection”) in Schedule 1 (“Powerlink Assets”) and which are more particularly described in Schedule 2 (“Works”), including any assets which are installed during the Term in place of any of those assets and any refurbishment of or additions to those assets during the Term

Powerlink IUSA means the assets conceptually identified as such in Diagram 1 (“Transmission Network Connection”) in Schedule 1 (“Powerlink Assets”) and which are more particularly described in Schedule 2 (“Works”), including any assets which are installed during the Term in place of any of those assets and any refurbishment of or additions to those assets during the Term

Powerlink Network Assets means the Powerlink IUSA and the Powerlink DNA.

Powerlink Exclusion has the meaning given in Schedule 2 (“Works”).

Powerlink Minimum Land Access Requirements has the meaning in Schedule 9 (“Operating Arrangements for Land Access”).

Powerlink Standards has the meaning given in Schedule 2 (“Works”).

Powerlink Works has the meaning given in Schedule 2 (“Works”).

Powerlink Land and Works Approvals means the Land and Works Approvals to be obtained by Powerlink as described in Schedule 2 (“Works”).

Prescribed Service Charges has the meaning given in clause 11.2(c) (“How charges are worked out”).

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Present Value of Lost Earnings (PVLE)

The present value of lost earnings (PVLE) means the total earnings foregone by Powerlink due to the termination of the agreement, adjusted to reflect the time value of money.

The PVLE is determined by the formula:

$$PVLE = C + \frac{C \times (1 - (1 + R)^{-n})}{R}$$

Where:

- C is 85% of the monthly Negotiated Transmission Services Charges and Non-Regulated Transmission Services Charge at the month when the agreement is terminated (as escalated under item 1.4 of Schedule 6). The 85% multiplier reflects the reduction in Powerlink Costs, as Powerlink would no longer be obliged to operate and maintain the Powerlink Assets.
- n denotes the number of remaining months in the agreement
- R is the real discount rate, defined as the average Australian Corporate Yield Curve Rate in the month of termination less the average annual CPI (All groups Brisbane) for the preceding five years, divided by 12. If this calculation yields a negative value, R is set to zero.

Worked Example

The Generator entered an agreement with Powerlink for 30 years (or 360 months) with an initial monthly charge of \$119,988. The agreement is terminated at month 227 with 133 months remaining.

At this time, the monthly charge has escalated to \$192,446, the Australian Corporate Yield Curve Rate is 4.35%, and the average annual inflation for the past five years is 2.5%.

Step 1: Determine the adjusted monthly charge (C)

The adjusted monthly charge C after applying the 0.85 adjustment factor is:

$$C = \$192,446 \times 0.85 = \$163,579$$

Step 2: Calculate the real discount rate (R)

The real discount rate is calculated as follows:

$$R = \frac{(\text{Corporate Yield Rate} - \text{Average Inflation Rate})}{12}$$

$$R = \frac{(4.35\% - 2.5\%)}{12} = \frac{1.85\%}{12} = 0.1542\%$$

Step 3: Calculating PVLE using the PVLE formula

$$PVLE = C + \frac{C \times (1 - (1 + R)^{-n})}{R}$$

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$$PVLE = \$163,579 + \frac{\$163,579 \times (1 - (1 + 0.001542)^{-133})}{0.001542}$$

$$PVLE = \$163,579 + \frac{\$163,579 \times 0.18526}{0.001542} = \$19,820,463$$

Primary System has the meaning given in item 3.2 (“Asset Boundary responsibilities”) of Schedule 1 (“Powerlink Assets”).

Progress Schedule means the schedule described in item 2.4 (“Progress Schedule”) of Schedule 2 (“Works”) and depicted in Table 2 of Schedule 2 (“Works”).

Property Owner has the meaning given in clause 22.5 (“Particular exclusions: access to property”).

Proposed Assignor has the meaning in clause 28.7 (“Assignment”).

QLD REZ Legislation means any legislation enacted by the Queensland Parliament in relation to renewable energy zones in Queensland.

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

Recipient has the meaning given in clause 17.7 (“Definitions”).

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 11.11 (“Review of Negotiated Service Charges”).

Related Body Corporate means a body corporate that is related to the Customer within the meaning of section 50 of the Corporations Act 2001 (Cth).

Relevant Exclusion has the meaning given in clause 22.8 (“Exclusions under *National Electricity Law*”).

Relevant Limitation has the meaning given in clause 22.9 (“Limitations under *National Electricity Law*”).

Required Insurance Amount is as set out in item 6 (“Required Insurance Amount”) of Schedule 6 (“Charges and other amounts”). **Rules** means the rules called the National Electricity Rules made under the New National Electricity Law.

Rules Procedures has the meaning given in clause 24.2 (“Disputes to which the Rules apply”).

Safe System of Work means a documented process governing the safe access to and operation of the equipment, which process systematically examines tasks to identify hazards and assess relevant risks and which also identifies safe methods of work to eliminate hazards or reduce risks associated with the identified hazards. The system must use a recognised methodology such as a 'Permit to Work' system or 'Switching and Access'. The system must specify the training and experience for each grade of access granted under the system to an Authorised Person. It must

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also ensure the maintenance of an up-to-date list of all persons currently Authorised under the system and the grade of access for which they are authorised.

Scheduled Outage means any planned or previously notified unavailability of a party's assets (including the Powerlink Assets), or parts of the *Transmission Network*, or associated plant and equipment (including a Secondary System) that will, or is likely to have, a material adverse effect on:

- (a) **(Powerlink Assets)** the transfer of electricity at the Asset Boundary, the Transmission Network Connection Point or by means of the Powerlink Assets;
- (b) **(services)** the parties' obligations under clauses 1.1 ("Provision of and acceptance of Transmission Services") of this agreement;
- (c) **(network)** the *Transmission Network*;
- (d) **(Security)** *Power System Security*; or
- (e) **(secondary systems)** the operation of any Secondary System associated with the Transmission Network Connection Point or the Asset Boundary.

Secondary System means the systems referred to in item 4 ("Secondary Systems") of Schedule 4 ("Operational procedures").

Security Amount, for a Financial Security, is the amount set out in the second column of the table in item 3 ("Financial Security Arrangements") of Schedule 6 ("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 ("Financial Security Arrangements") of Schedule 6 ("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 ("Financial Security Arrangements") of Schedule 6 ("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 ("Financial Security Arrangements") of Schedule 6 ("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).

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SS Node has the meaning given in item 5 (“System Strength Node”) of Schedule 1 (“Powerlink Assets”).

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.

Systems Operations Function means a “systems operations function or power” as defined in section 119 of the National Electricity Law.

Supplier has the meaning given in clause 17.7 (“Definitions”).

Supply has the meaning given in clause 17.7 (“Definitions”).

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.

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 Assets.

Target Completion Date has the meaning given in item 2.3(a) (“Target Completion Date”) of Schedule 2 (“Works”).

Tax Change Event means the introduction of a new Tax, repeal of an existing Tax or change to an existing Tax, in each case, which occurs after the Start Date and will become or was payable by Powerlink in relation to any services provided under this agreement.

Tax Invoice has the meaning given in clause 17.7 (“Definitions”).

Tax means any tax (including any carbon tax or other environmental levy but excluding any income or corporate taxes), levy, imposts, charges, assessment, fee, deductions, withholdings and duty (including stamp and transaction duty) imposed by any Government Agency, together with any related interest, penalties, fines and expenses in connection with them.

Technical Breach means that the Customer Facility or any part of it (or its operation or the operation of any part of it) does not comply with a relevant technical requirement in this agreement, the Rules or applicable Electricity Laws.

Term has the meaning given in clause 18.1 (“Term of agreement”).

Termination Costs means the applicable amount set out in item 2.1 of Schedule 6 (“Charges and other amounts”).

Third Party Claim means any claim, action or proceeding by a third party against the Affected Party that is caused or contributed to (directly or indirectly) by any act, neglect, default or omission of the First Party, in connection with this agreement (whether a breach of contract, negligence or otherwise). However, for

Customer Connection and Access Agreement

the purposes of clause 22 (“Liability and indemnity”) “third party” does not include any entity or person or body corporate that is:

- (a) (**related**) related to the Affected Party within the meaning of section 50 of the *Corporations Act 2001(Cth)*; or
- (b) (**associate**) is an associate of the Affected Party under section 50AAA of the *Corporations Act 2001(Cth)*; or
- (c) (**joint venture**) or a participant in a joint venture with the Affected Party in relation to the Customer Facility.

Transmission Network Connection Point (TNCP) is as identified in Diagram 1 (“Transmission Network Connection”) in Schedule 1 (“Powerlink Assets”).

Transmission Service means:

- (a) for DNA Service 1 and all other *Transmission Services* (other than in item (b) below), *Power Transfer Capability* at the Transmission Network Connection Point up to the Agreed Power Transfer Capability; and
- (b) where item 1.5 of Schedule 6 (“Charges and other amounts”) indicates that the Customer has elected to receive *system strength transmission services*, *system strength transmission services* at the SS Node in accordance with clause S5.1.14 of the Rules.

Wilful Misconduct means any act or omission by the Customer which the Customer knows to be wrongful or unlawful, or an act or failure to act by the Customer for which the Customer is indifferent as to whether it is wrongful, unlawful or what its consequences might be.

Works means the Powerlink Works and the Customer Works.

2.2 Rules of interpretation

In this 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 party**) a reference to a party (including any reference to “Powerlink” or “the Customer”) 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;

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- (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 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;
- (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; and
- (m) **(joint and several liability)** a promise, release or indemnity by two or more persons is given by them, and is binding and effectual on them, jointly and on each of them individually.

2.3 Headings

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

Customer Connection and Access Agreement

Schedule 11 – Form of Bank Guarantee

[insert]

Customer Connection and Access Agreement

[**#name of Customer connection#**]- **Customer
Connection and Access Agreement**
Signing page

DATED (Powerlink):_____

**Executed by QUEENSLAND)
ELECTRICITY TRANSMISSION)
CORPORATION LIMITED (ACN)
078 849 233) trading as Powerlink)
Queensland in accordance with
section 126 of the *Corporations Act*
2001 (Cth), by its nominated
execution delegates:**

.....
Signature of Chief Executive or
authorised person

CHIEF EXECUTIVE

.....
Office held

.....
Name of Chief Executive or
authorised person (block letters)

Item No.

.....
Signature of Secretary or authorised
person

SECRETARY

.....
Office held

.....
Name of Secretary or authorised
person (block letters)

Customer Connection and Access Agreement

DATED (Customer):_____

Executed by [Insert Customer Name] (ABN xx xxx xxx xxx) in accordance with s 127 of the *Corporations Act 2001* (Cth):

Signature of Director

Name of Director (block letters)

Signature of Director

Name of Director (block letters)