

**Powerlink Template –Bi-directional Service
Provider Connection and Access Agreement (where
Powerlink designs, constructs and owns IUSA, DNA
and DCA).**

Powerlink publishes this document under clause 5.2A.5 of the National Electricity Rules.

This document is a general guide only, is subject to modification depending on the network/connection configuration and the assets required for the connection and is otherwise subject to change from time to time.

This document cannot be relied on as being applicable or suitable to a connection proponent's needs or requirements and it will be negotiated and finalised in accordance with the applicable provisions of the National Electricity Rules.

Date of issue:

Current Version: 24 October 2025



Bi-directional Service Provider Connection and Access Agreement

**[#name of Bi-directional
Service Provider Facility]~**

Bi-directional Service Provider Connection and Access Agreement

Dated:

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

and

[Insert Bi-directional Service Provider name] ABN **xx xxx xxx xxx** ("**Bi-directional
Service Provider**")

Bi-directional Service Provider Connection and Access Agreement

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Details

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

Parties	Powerlink and Bi-directional Service Provider	
Powerlink	Name	Queensland Electricity Transmission Corporation Limited (trading as Powerlink Queensland)
	ABN	82 078 849 233
Bi-directional Service Provider	Name	XXXX
	ABN	XXXX
	Facility Address	Xxxx
Recitals	A	The Bi-directional Service Provider requires connection to the <i>transmission network</i> to operate its Bi-directional Facility.
	B	This agreement sets out the agreed terms for the provision of Transmission Services by Powerlink to the Bi-directional Service Provider, including the Charges that the Bi-directional Service Provider will pay to Powerlink.
	C	This agreement also sets out the terms on which Powerlink and the Bi-directional Service Provider 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 by Powerlink

On and from the Relevant Unit Synchronisation Date:

- (a) **(by Powerlink)** Powerlink must provide the Transmission Services to the Bi-directional Service Provider; and
- (b) **(by Bi-directional Service Provider)** the Bi-directional Service Provider 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 and ratings

The Bi-directional Service Provider must not exceed the applicable Agreed Power Transfer Capability when importing *energy* to and exporting *Energy* from the Bi-directional Facility and the *transmission network*.

1.3 Limits of agreed configuration

The Bi-directional Service Provider 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 by Powerlink”).

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 Bi-directional Service Provider 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*

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(including the provision of *DNA services*) is governed by the *access policy* that applies to the *designated network asset*;

- (b) **(no property/firm access rights)** this agreement does not give the Bi-directional Service Provider 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 Bi-directional Service Provider; and
- (c) **(changes to Access Policy)** Powerlink must not, without the Bi-directional Service Provider'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;

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- (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 (non-material)”); or
- (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 Bi-directional Service Provider 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 Bi-directional Service Provider’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 Bi-directional Service Provider:
 - (i) acknowledges and acknowledges and agrees that Back Energisation cannot occur if the Back Energisation Land and Works Approvals have not been provided by the Bi-directional Service Provider to Powerlink; and
 - (ii) 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 any rights or obligations under Schedule 2 (“Works”) which have accrued before that date); or
 - (ii) completion of the Bi-directional Service Provider Works, including Back Energisation of the Bi-directional Unit.

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Part C - Technical terms

4 Technical requirements

4.1 Compliance with technical requirements

The Bi-directional Service Provider must comply with Schedule 3 (“Performance Standards (Bi-directional Service Provider)”).

4.2 Performance Standards

The parties agree that, for the purposes of the Rules, the technical criteria set out in Schedule 3 (“Performance Standards (Bi-directional Service Provider)”) 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 of remedy of technical breach”).

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 Bi-directional Service Provider must disconnect the Bi-directional Facility from the *transmission network* if the operation of any part of the Bi-directional Facility or conditions on the *transmission network* does or is likely (in the Bi-directional Service Provider’s reasonable opinion, acting in accordance with *good electricity industry practice*) to damage or reduce the life of the Bi-directional Facility.
- (b) The Bi-directional Service Provider must ensure that detection of these circumstances and disconnection occurs automatically, including by installing all necessary monitoring equipment and redundancy.
- (c) The Bi-directional Service Provider must ensure that the Bi-directional 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.

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- (d) In performing its obligations under this clause, the Bi-directional Service Provider must comply with any relevant operational obligations in Schedule 4 (“Operational procedures”).
- (e) Where the Bi-directional Service Provider has disconnected in accordance with this 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 Bi-directional Facility to the *transmission network*; and
 - (ii) **(reconnect)** to reconnect the Powerlink Assets to the Bi-directional 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 Bi-directional Service Provider self-disconnecting have been rectified and satisfied to Powerlink’s reasonable satisfaction, including the Bi-directional Service Provider’s reconnection obligations under the Rules.

6.2 Emergency disconnection

If Powerlink reasonably believes that the operation of the Bi-directional 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) without giving prior notice. 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 Bi-directional Service Provider of any action it takes under clause 6.2 (“Emergency disconnection”) as soon as is reasonably practicable after taking that action, and of any action Powerlink reasonably believes the Bi-directional Service Provider must take to avoid the recurrence of the threat to the safety of persons or *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 Bi-directional 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

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- (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”).

6.5 Notification of Technical Breach

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

- (a) **(details)** sufficient detail to enable the Bi-directional Service Provider 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 Bi-directional Service Provider 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) (“Notification of Technical Breach (remedy timeframe)”).

6.6 Reconnection following rectification of Technical Breach

Where Powerlink exercises its right to disconnect under clause 6.2 (“Emergency disconnection”), 6.4 (“Disconnection for Technical Breach”), or 6.8 (“Other non-compliance (non-material)”) 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 Bi-directional Service Provider must liaise with AEMO about remedying the Technical Breach if it involves non-compliance with a *performance standard* and the Bi-directional Service Provider 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

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- (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 Bi-directional Service Provider, request the Bi-directional Service Provider 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; and
 - (ii) **(notify)** notify Powerlink promptly after remedying the Technical Breach.
- (b) If the Bi-directional Service Provider does not comply with a notice from Powerlink under clause 6.8(a) (“Other non-compliance (non-material)”), 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 Bi-directional Service Provider requirements for reconnection – Technical Breach

Powerlink is not obliged to commission the Powerlink Works, connect or reconnect the Powerlink Assets or the Bi-directional Facility unless the Bi-directional Service Provider has remedied the Technical Breach, the Technical Breach no longer subsists or the Bi-directional Service Provider 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 Bi-directional 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 Bi-directional Service Provider 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 Bi-directional Service Provider any reasonable costs, charges or expenses incurred as a result of a Technical Breach. Powerlink will give the Bi-directional Service Provider a tax invoice for these costs, charges or

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expense and the Bi-directional Service Provider 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) (“Termination by Powerlink for Bi-directional Service Provider breach (Bi-directional Service Provider Non-Financial breach)”);
- (b) **(legal rights)** Powerlink’s disconnection rights or obligations under the Electricity Laws; or
- (c) **(automatic disconnection)** the Bi-directional Service Provider’s disconnection obligations under clause 6.1 (“Self-disconnection”).

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Part D - Operational Terms

7 Operational procedures

- (a) The parties must comply with Schedule 4 (“Operational procedures”).
- (b) The parties must comply with Schedule 9 (“Operating Arrangements for Land Access”).

8 Maintenance

- (a) Each party is responsible for providing, maintaining and operating (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:
 - (i) **(agreement)** this agreement;
 - (ii) **(industry practice)** *good electricity industry practice*; and
 - (iii) **(laws)** any applicable law, including the Electricity Laws.
- (b) Each party must provide, maintain and operate 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 a manner:
 - (i) **(stability)** to assist in preventing or controlling instability within the *power system*;
 - (ii) **(compliance)** in accordance with their *performance standards*;
 - (iii) **(satisfactorily)** to assist in the maintenance of, or restoration to, a *satisfactory operating state* of the *power system*; and
 - (iv) **(no isolation)** to prevent uncontrolled separation of the *power system* into any form of isolated *region* following a *power system* incident.

9 Access to facilities

9.1 Powerlink’s rights of access

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

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- (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 Bi-directional Facility;
- (b) **(installation)** to install and keep any Powerlink Assets or Powerlink equipment that must be located on the Bi-directional Facility;
- (c) **(repair and maintenance)** to inspect, maintain, repair or replace any Powerlink Assets or Powerlink equipment on the Bi-directional Facility;
- (d) **(compliance check)** to ensure that the Bi-directional 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 Bi-directional Service Provider 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:

- (a) **(notice)** except for clause 9.1(e) ("Powerlink's rights of access (emergencies)"), give reasonable notice to the Bi-directional Service Provider 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 Bi-directional Service Provider's reasonable operating rules and guidelines that relate to access to the Bi-directional Facility and matters relating to health, safety, environment, industrial relations and security as they apply to persons accessing the Bi-Directional Facility;
- (c) **(no interference)** use reasonable endeavours to ensure that its access does not:
 - (i) Unreasonably impede the Bi-directional Service Provider Works or the operation of the Bi-directional Service Provider's facility; and
 - (ii) interfere with or damage any plant, materials, stores, or any other property of the Bi-directional Service Provider; and
- (d) **(supervision)** allow the Bi-directional Service Provider 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.

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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) **(Bi-directional Service Provider)** the Bi-directional Service Provider 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 (clause 10)”).

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

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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 (clause 10)”).

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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 Bi-directional Service Provider, and the Bi-directional Service Provider 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 Bi-directional Service Provider 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 (“Negotiated Service Charges”) 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 (“Non Regulated Service Charges”) 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 Bi-directional Service Provider 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:

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- (a) **(pro-rata)** pro-rata based on the number of days during the Billing Period for which Powerlink provided the services to the Bi-directional Service Provider; 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.

11.5 Bi-directional Service Provider information

The Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider’s electricity transfer at the Transmission Network Connection Point, including where the Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider 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 the 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”).

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11.9 Tax Change Event

- (a) If a Tax Change Event occurs, the Charges payable by the Bi-directional Service Provider 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 Bi-directional Service Provider 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 a Tax Change Event.

11.10 Escalation

The parties agree that the escalation formula set out in item 1.4 (“Escalation formula for Negotiated Service Charges and Non Regulated Service Charges”) 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

- (a) 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 Bi-directional Service Provider a notice setting out a basis for reviewing the Negotiated Service Charges.
- (b) Following receipt by the Bi-directional Service Provider 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) (“Varying Charges (costs adjustment)”) applies and requires an increase to the Charge, instead of varying the Charges, Powerlink may, with the written agreement of the Bi-directional Service Provider, elect to give the Bi-directional Service Provider a tax invoice for the lump sum amount of the Cost Variation and the Bi-directional Service Provider 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 Bi-directional Service Provider as soon as practicable after the end of each Billing Period for any Charges, Taxes and GST payable for that month under this agreement.

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12.2 Payment

Unless this agreement states otherwise, the Bi-directional Service Provider 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.

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 Bi-directional Service Provider, 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 Bi-directional Service Provider 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.

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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 Bi-directional Service Provider agrees that:
 - (i) **(term of financial security)** it must provide Financial Security to Powerlink for the period from and including the Security Start Date up to and including the last Security End Date; and
 - (ii) **(continuous maintenance and compliance)** such Financial Security must be maintained at all times, continuously and in full force and effect during the whole of this period and in all other respects comply with this clause 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 (continuous maintenance and compliance)”), to accept from the Bi-directional Service Provider 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 Bi-directional Service Provider must give Powerlink one or more:
 - (i) bank guarantee; or
 - (ii) Performance Security,so that Powerlink holds Financial Security:
 - (iii) **(security amount)** for the Security Amount applicable to the Security Period and taking effect on and from the applicable Security Start Date;
 - (iv) **(secure performance)** to secure on demand, without reference to the Bi-directional Service Provider, the performance of the Bi-

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directional Service Provider's obligations to pay any amounts to Powerlink under or in connection with this agreement; and

- (v) **(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 Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider under this clause 14 ("Financial Security").
- (b) The Bi-directional Service Provider agrees that Financial Security must, at all times:
 - (i) **(acceptable bank or financial institution)** be in the form of either a:
 - (A) bank guarantee given by an Eligible Bank (lawfully carrying on business under the *Banking Act 1959* (Cth)) that meets the Bank Credit Threshold; or
 - (B) Performance Security given by an Eligible Financial Institution that meets the Financial Institution Credit Threshold,

and which Eligible Bank or Eligible Financial Institution is otherwise acceptable to Powerlink;

- (ii) **(irrevocable and unconditional)** be an irrevocable and unconditional commitment by the Eligible Bank or the Eligible Financial Institution to pay, without enquiry or reference to the Bi-directional Service Provider, the amount demanded by Powerlink, without set-off or counterclaim, up to the Security Amount; applicable to the Security Period

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- (iii) **(branch)** in the case of a bank guarantee, be issued from an Australian branch of the issuing Eligible Bank 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, or the form of Performance Security, (as applicable) set out in Schedule 11 (“Form of Financial Security”) complies with this clause 14.3 (“Requirements for Financial Security”) **[for an Australian Bank]**.
- (d) The Bi-directional Service Provider acknowledges that, in addition to the requirements referred to in clause 14.3(b) and 14.3(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 Bi-directional Service Provider; 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 Bi-directional Service Provider which necessitates the imposition of reasonable conditions in addition to those permitted under clause 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 Bi-directional Service Provider 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”).
- (g) If the Bi-directional Service Provider 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 Bi-directional Service Provider, then the Bi-directional Service Provider will be deemed to have committed a Bi-directional Service

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Provider 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 Bi-directional Service Provider”) or 14.14 (“Change in circumstances of bank or financial institution 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 Bi-directional Service Provider does not constitute a Bi-directional Service Provider Financial Breach unless clause 14.4(b)(i) (“Failure to provide Financial Security (initial financial security)”) applies.

- (b) If the Bi-directional Service Provider 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 Bi-directional Service Provider Financial Breach.

- (c) If the Bi-directional Service Provider commits a Bi-directional Service Provider Financial Breach referred to in clause 14.3(g) (“Requirements for Financial Security”), clause 14.4(b) (“Failure to provide Financial Security”), clause 14.6(b) (“Replacement Financial Security following payment under Financial Security”), clause 14.13(c) (“Change in circumstances of Bi-directional Service Provider”), clause 14.16(c)14.14(c) (“Change in circumstances of bank providing Financial Security”) or clause 1.1(a) (“Meaning of Credit Threshold”), then in addition to, and without limiting the rights and remedies available to Powerlink for such Bi-directional Service Provider 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;

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- (iii) **(refuse transmission service)** refuse to provide the Transmission Services; or
- (iv) **(stop transmission service)** stop providing the Transmission Services.

14.5 Expiry of Financial Security

- (a) The Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider; and
 - (ii) without obligation to the Bi-directional Service Provider for any interest earned on the proceeds while held under this clause 14.5(c) (“Expiry of Financial Security”).
- (d) Where Powerlink holds the proceeds of any Financial Security following drawing upon it in the circumstances contemplated by clause 14.5(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 Bi-directional Service Provider 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 Bi-directional Service Provider 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.

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- (b) If the Bi-directional Service Provider has not provided the further Financial Security in accordance with clause 14.6(a) ("Replacement Financial Security following payment under Financial Security"), then the Bi-directional Service Provider will be taken to be in Bi-directional Service Provider Financial Breach and the provisions of clause 14.4(c) ("Failure to provide Financial Security") will apply.

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 Bi-directional Service Provider to Powerlink:

- (a) **(unpaid amounts)** amounts that are due and payable by the Bi-directional Service Provider to Powerlink under or in connection with this agreement;
- (b) **(damages)** any damages or other amounts awarded by a court against the Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider:

- (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 Bi-directional Service Provider.

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 or Performance Security held by Powerlink to the Bi-directional Service Provider promptly after Powerlink receives from the Bi-directional Service Provider further Financial Security, for the next Security Period,

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in the form of a bank guarantee or Performance Security 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 Bi-directional Service Provider:
 - (i) **(after expiry)** where this agreement expires, on the day that is one month after the last Security End Date; and
 - (ii) **(after termination)** where this agreement is terminated, on the day that is three months after termination of this agreement.
- (b) However, Powerlink may agree to return the Financial Security earlier if Powerlink does not believe it is necessary for the Bi-directional Service Provider 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 Bi-directional Service Provider has an actual or contingent liability to Powerlink for any amount or amounts of the kind referred to in clause 14.7 ("Right to access Financial Security") at the applicable date (including any amount under clause 20 ("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 Bi-directional Service Provider

- (a) Powerlink may, by notice, request the Bi-directional Service Provider 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 Bi-directional Service Provider (for example, after an assignment or change in Control); or
 - (ii) **(remaining payments)** the remaining payments the Bi-directional Service Provider 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 Bi-directional Service Provider").
- (c) The Bi-directional Service Provider must comply with any reasonable request under this clause 14.13 ("Change in circumstances of Bi-directional Service Provider") within 10 Business Days from the date of Powerlink's notice and a failure to do so will be deemed to be a Bi-directional Service

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Provider Financial Breach and the provisions of clause 14.4(c) (“Failure to provide Financial Security”) will apply.

14.14 Change in circumstances of bank or financial institution providing Financial Security

- (a) The Bi-directional Service Provider must immediately notify Powerlink if the bank or financial institution that issued a Financial Security that has been provided by the Bi-directional Service Provider to Powerlink under this clause 14 (“Financial Security”) fails to hold and maintain a credit rating in accordance with the Credit Threshold.
- (b) Powerlink may, by notice, request the Bi-directional Service Provider to provide a New Financial Security for the then current Security Amount, at any time during the Term, if the bank or financial institution issuing a Financial Security fails to hold and maintain a credit rating in accordance with the Credit Threshold, whether or not Powerlink has been given a notice under clause 14.14(a) (“Change in circumstances of bank or financial institution providing Financial Security”).
- (c) The Bi-directional Service Provider must comply with a notice from Powerlink under clause 14.14(b) (“Change in circumstances of bank or financial institution providing Financial Security”) within 10 Business Days from the date of Powerlink’s notice and a failure to do so will be taken to be a Bi-directional Service Provider Financial Breach and the provisions of clause 14.4(c) (“Failure to provide Financial Security”) will apply.

14.15 Bi-directional Service Provider may request swap of Financial Security

- (a) In this clause 14.15 (“Bi-directional Service Provider may request swap of Financial Security”) a “**Financial Swap Condition**” means:
 - (i) **(existing Financial Security)** a Financial Security has been provided by the Bi-directional Service Provider to Powerlink under this clause 14 (“Financial Security”);
 - (ii) **(request for swap)** the Bi-directional Service Provider, 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 Bi-directional Service Provider 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 Bi-

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directional Service Provider at the same time as the Bi-directional Service Provider provides the New Financial Security.

14.16 Meaning of Credit Threshold

- (a) In this clause 14 (“Financial Security”):
- (i) “Bank Credit Threshold” and “Financial Institution Credit Threshold” means, for an Eligible Bank Eligible Financial Institution (as applicable), the long term senior credit rating of the bank or financial institution 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); and
 - (ii) “Credit Threshold” means the Bank Credit Threshold or the Financial Institution Credit Threshold or both as the context requires.
- (b) If after the Start Date, any of the following circumstances occur, either generally or for a Financial Security, or a bank or financial institution giving a Financial Security:
- (i) **(change in methodology)** Standard and Poor’s materially changes the methodology it uses to determine credit ratings (as determined by Powerlink);
 - (ii) **(change in description)** Standard and Poor’s changes the description or nomenclature of the credit ratings;
 - (iii) **(ceases to exist)** Standard and Poor’s ceases to exist;
 - (iv) **(no longer determines)** Standard and Poor’s no longer determines, issues or assigns credit ratings; or
 - (v) **(no longer appropriate)** Powerlink, acting reasonably, determines that 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 Bi-directional Service Provider, 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 thresholds)** revise the Credit Threshold, for a Financial Security, or the bank or the financial institution giving the Financial Security, provided that the revised Credit Threshold must (as far as

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reasonably practicable) correspond to the Credit Threshold for the relevant Financial Security or entity as at the Start Date.

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

15 Insurance

15.1 Bi-directional Service Provider to take out insurance

During the Term, the Bi-directional Service Provider must, at its own cost: take out maintain and comply with insurance policies (“**Insurance**”) covering the Bi-directional Service Provider’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.

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 Bi-directional Service Provider, 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 Bi-directional Service Provider must provide a current certificate of insurance on the Notice to Proceed Date and after that when requested by Powerlink, from

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time to time during the Term, to enable Powerlink to review and be satisfied about the Bi-directional Service Provider'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 Bi-directional Service Provider compliance

The Bi-directional Service Provider 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 Bi-directional Service Provider 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:

- (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.

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16.2 Duty

As between the parties, the Bi-directional Service Provider is liable for and must pay all duty imposed on this agreement. The Bi-directional Service Provider 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 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.

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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 this agreement is terminated under clause 19.8 (“Termination of extended agreement”).

19 Termination

19.1 Termination by Powerlink for Bi-directional Service Provider breach

Powerlink may terminate this agreement by notice to the Bi-directional Service Provider where the Bi-directional Service Provider breaches this agreement and fails to remedy the breach:

- (a) **(Bi-directional Service Provider Financial breach)** for a Bi-directional Service Provider Financial Breach, within five Business Days of receiving notice requiring it to do so; or
- (b) **(Bi-directional Service Provider Non-Financial breach)** for a Bi-directional Service Provider Non-Financial Breach, within the reasonable period of time specified in the notice (having regard to the nature of the Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider agrees to promptly provide Powerlink with information requested by Powerlink about the nature and effect of the Change in Control.

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- (b) Powerlink may terminate this agreement by notice to the Bi-directional Service Provider where there is a Change in Control of the Bi-directional Service Provider without Powerlink's prior written consent. This clause does not apply where Powerlink unreasonably withholds its consent. The Bi-directional Service Provider agrees that it is reasonable for Powerlink to withhold its consent if
 - (i) **(Bi-directional Service Provider breach)** the Bi-directional Service Provider 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 Bi-directional Service Provider will no longer have:
 - (A) the legal capacity, power and authority to continue being a party to and perform the obligations of the Bi-directional Service Provider 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 Bi-directional Service Provider with a notice of its intention to terminate this agreement and allow the Bi-directional Service Provider five Business Days from the date of the notice to obtain Powerlink's written consent to the Change in Control of the Bi-directional Service Provider (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 Bi-directional Service Provider 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 Bi-directional Service Provider for convenience

The Bi-directional Service Provider 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 Bi-directional Service Provider; 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 Bi-directional Service Provider.

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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 this agreement by giving one month’s notice to the other party any time after the initial End Date.

19.9 Termination by Powerlink for Bi-directional Service Provider Repeated Breach

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

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 Bi-directional Service Provider 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.

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- (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 Bi-directional Service Provider of this fact.

20 Termination costs

If this agreement is terminated after the Start Date and before the End Date, then (in addition to any other money payable by the Bi-directional Service Provider to Powerlink under this agreement), the Bi-directional Service Provider agrees to pay Powerlink the Termination Costs in accordance with Schedule 6 (“Charges and other amounts”), item 2 (“Termination costs (clause 20)”).

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 Bi-directional 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

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and the Affected Party has not instituted legal proceedings to enforce the claim.

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 Bi-directional Service Provider 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) **(back energisation land and works approvals)** the Bi-directional Service Provider's delay in acquiring, or failure to acquire, any Back Energisation Land and Works Approvals;
- (c) **(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;
- (d) **(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");
- (e) **(Powerlink disconnection)** Powerlink exercising its rights under clauses 6.2 ("Emergency disconnection") or 6.4 ("Disconnection for Technical Breach") or clause 6.8 ("Other non-compliance (non-material)");
- (f) **(self disconnection)** the Bi-directional Service Provider failing to comply with clause 6.1 ("Self-disconnection"); or
- (g) **(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: Schedule 5.6(g1) Rules exclusion

Despite any other clause in this agreement, Powerlink will not be liable for any loss or damage incurred by the Bi-directional Service Provider or any other person as a consequence of a fault on either the *power system* or within the Bi-directional Facility as contemplated by Schedule 5.6(g1) of the Rules.

22.6 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.

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22.7 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:
 - (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.

22.8 System Operations Function

To the extent permitted by law, Powerlink will not be liable in any way to the Bi-directional Service Provider 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*.

22.9 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.

22.10 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

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liability will be determined on the basis that it is entitled to claim the benefit of the Relevant Limitation.

22.11 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* (SA) and the Electricity Laws.

22.12 Mitigation

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

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

22.13 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.

22.14 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 Bi-directional Service Provider that may be implied or imposed by use, statute or otherwise are excluded to the maximum extent allowed by law.

22.15 Related Company

- (a) The Bi-directional Service Provider will not appoint a Related Company without first requiring the Related Company to enter into a tripartite deed with Powerlink and the Bi-directional Service Provider, which deed will limit and exclude any liability that Powerlink may have to the Related Company in the same manner as Powerlink has limited and excluded its liability to the Bi-directional Service Provider under this clause 22 (“Liability and indemnity”) and is in a form acceptable to Powerlink.
- (b) The appointment of a Related Company by the Bi-directional Service Provider does not excuse or relieve the Bi-directional Service Provider from any of its obligations to Powerlink under this agreement and the Bi-directional Service Provider is responsible and liable for all acts or omissions of its Related Company in connection with, relating to or arising from this agreement.

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- (c) If, despite clause 22.14(a) (“Related Company”), the Bi-directional Service Provider appoints a Related Company without requiring the Related Company to enter into the tripartite deed, then the Bi-directional Service Provider indemnifies Powerlink and its officers, employees and agents, against any claim, action or proceeding made against Powerlink by the Related Company as a result of any act or omission of Powerlink relating directly or indirectly out of or in connection with this agreement, including any inability of the Related Company to participate in the spot market in relation to any one or more of the Bi-directional Units as a result of any negligent act or omission of Powerlink or any breach by Powerlink of its obligations under this agreement.

23 Compliance with the Rules

23.1 General Compliance

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

23.2 Bi-directional Service Provider Compliance

The Bi-directional Service Provider must:

- (a) **(not registered)** where it is not a *Registered Participant* or *Schedule 5 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*) or an *Integrated Resource Provider* (as applicable).

23.3 Non-compliance

A breach of clause 23.1 (“General Compliance”) or 23.2 (“Bi-directional Service Provider 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 (“Administrative Functions”), 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 (“Dispute resolution”).

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24.6 Expert's qualifications

The expert must:

- (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 ("Dispute resolution")).

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;

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- (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;
- (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 (determination)") 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 and the rules"); 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.

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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.

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 and novations**) to a bona fide intending assignee or novatee (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, novatee 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;

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- (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, any of its Associates or any other persons receiving Confidential Information from either party pursuant to this agreement;
- (f) **(Ministers)** for Powerlink to its Shareholding Ministers, as required by any one or both of those *Shareholding Ministers*;
- (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 and other persons

Each party must ensure that its Associates, and any other persons receiving Confidential Information from either party pursuant to this agreement under sub-clauses 25.3(a)-(c), 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 and those other persons specified in this clause 25.5 ("Associates and other persons") in relation to Confidential Information.

25.6 Notice of Disclosure

If a party intends to disclose Confidential Information under clause 25.3(f) ("Disclosure (Ministers)") or 25.3(g) ("Disclosure (legal requirement)"), then that party will give reasonable notice of the intended disclosure to the other party

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(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 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.

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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”).

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.

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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
- (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 (“Network Connection Access, Planning and Expansion”) 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 by Powerlink”) 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;

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- (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, 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 27 (“Re-negotiating agreement”). 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 this 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.

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28.3 Amending agreement

The parties may amend this 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 this 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 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

- (a) 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 or transfer by the first party ("**Proposed Assignor**") unless and until:
 - (i) (**breach**) if at the time of assignment or transfer the Proposed Assignor is in breach of this agreement, the Proposed Assignor remedies all outstanding breaches;
 - (ii) (**lack of expertise/capability**) the Continuing Party is satisfied, acting reasonably, that the proposed assignee or transferee 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;
 - (iii) (**deed of assignment**) the proposed assignee or transferee enters into a deed of assignment or novation with the Continuing Party, on terms and conditions acceptable to the Continuing Party acting reasonably; and

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- (iv) **(financial security)** if the Proposed Assignor is the Bi-directional Service Provider, the proposed assignee or transferee 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

- (a) The parties contact details for notices are set out in:
 - (i) **(general notices)** item 2 (“Contacts for Notices”) of Schedule 7 (“Communication Contracts”); and
 - (ii) **(operations)** item 1 (“Operational Communications”) of Schedule 7 (“Communications Contracts”).
- (b) 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 receives 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).

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28.13 Inconsistency with other agreements

If this agreement is inconsistent with any other document (including the Operating Interface Protocol) 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
- (b) **(corporate action)** it has taken all necessary corporate action on its part to authorise the execution, delivery and observance of this agreement.

28.15 Financier's tripartite deed

If requested by the Bi-directional Service Provider, Powerlink agrees to enter into a tripartite deed with the financier or financiers of the Bi-directional Service Provider, and/or any agent or trustee appointed by such financier or financiers in the form set out in Schedule 12 ("Form of Tripartite Deed") (or such other form as is agreed by the parties).

28.16 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.

28.17 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.

28.18 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.

28.19 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 (“Transmission Network Connection”)) of this Schedule 1 (“Powerlink Assets”), item 4 (“Connection Schematic Diagrams”). All *performance standards* for the connected Bi-directional Unit 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 at **yyy** kV is:

For the capability relating to the consumption of electricity to convert into stored energy	XXX MW
For the capability to convert stored energy to produce electricity	XXX MW

2.2 Energy and Load Forecasts

Bi-directional Service Provider 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 Bi-directional 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 Bi-directional Service Provider Connection at the Bi-directional Service Provider substation site:

at the line side of the **xxx** kV line isolator owned by the Bi-directional Service Provider.

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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
- (d) the Bi-directional Service Provider will own and is responsible for connection of the dropper to the Bi-directional Facility,

as depicted in Diagram 2 (“Asset Boundaries at Bi-directional Service Provider Site Substation”) of this Schedule 1 (“Powerlink Assets”).

The Secondary System Asset Boundary will be:

For the Fibre Optic Connection at the Bi-directional Service Provider substation site, at a Fibre Optic Junction Box that will be owned by Powerlink.

At the Asset Boundary the following responsibilities apply:

- (e) The Bi-directional Service Provider will own all optic cabling from their equipment up to the Fibre Optic Junction Box;
- (f) Powerlink will own all OPGW related equipment up to and including the Fibre Optic Junction Box; and
- (g) The Bi-directional Service Provider 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 at Bi-directional Service Provider Site Substation”) 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 Bi-directional Service Provider 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)

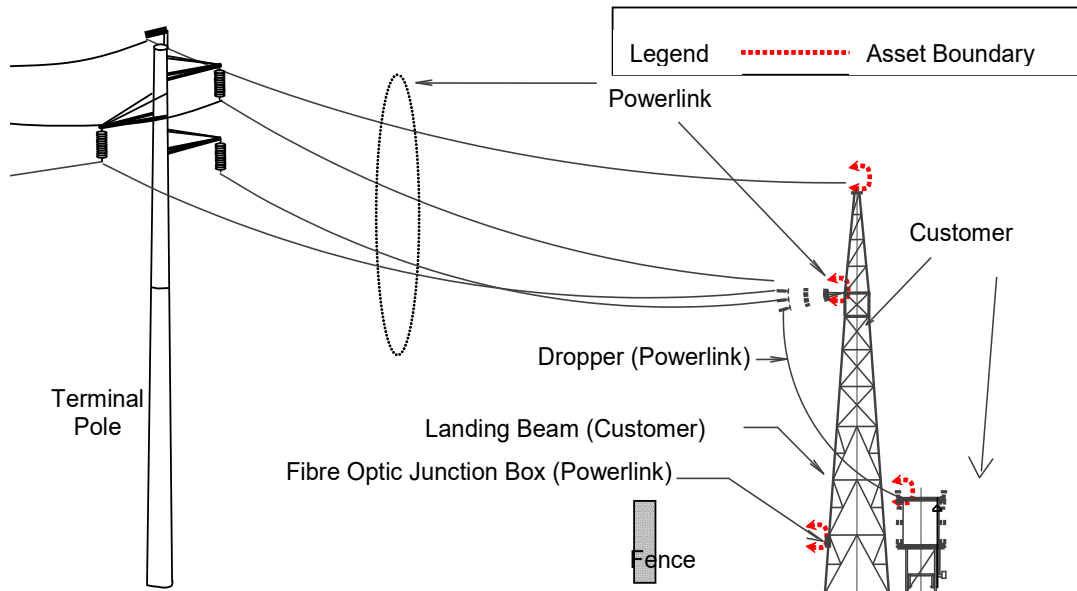
[To be inserted based on the applicable network/connection configuration and assets]

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Diagram 2

Asset Boundaries at Bi-directional Service Provider 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 Bi-directional Facility

The Bi-directional Facility comprises 1 Bi-directional Unit, as identified in item 4 (“Connection Schematic Diagrams”) of this Schedule 1 (“Powerlink Assets”), and generally described as follows.

Bi-directional Unit	Is the Bi-directional Unit to achieve Back Energisation under this agreement.
---------------------	---

6 [System strength]

[Insert where relevant: The Bi-directional Service Provider’s *system strength node* is [insert], the *system strength locational factor* is [insert] and the *system strength quantity* is [insert]]

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

The following diagrams summarise the scope of the Powerlink Works and the Bi-directional Service Provider 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 (“Proposed single line diagram”) above.

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

Table 1 – Powerlink Works and Bi-directional Service Provider Works (item 1.1 of Schedule 2)

This table sets out the Powerlink Works and the Bi-directional Service Provider Works.

The Bi-directional Service Provider must provide the Bi-directional Service Provider Works to ensure suitable interfacing with the Powerlink Works. The Bi-directional Service Provider acknowledges and agrees that it must complete the Bi-directional Service Provider Works in

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accordance with this clause in a timely and coordinated manner so as to allow Powerlink to satisfy its obligations under this agreement.

[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 Bi-directional Facility and Powerlink’s substation the subject of the Powerlink Works;
- (ii) Connection of substation earth grids of the Bi-directional Facility;
- (iii) Any works within the Bi-directional Facility including within the Bi-directional Service Provider’s substation; and
- (iv) Design, installation or testing of any Bi-directional Service Provider runback, Bi-directional Service Provider islanding or other specialty schemes.

(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;

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- (iv) That the Bi-directional Service Provider'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]**.

1.4 Bi-directional Service Provider Works

- (a) The Bi-directional Service Provider must undertake all those works (other than the Powerlink Works) required to test, commission and connect the Bi-directional Facility to the *transmission network*, including all Bi-directional Service Provider Works, to the applicable Powerlink Standards.
- (b) The Bi-directional Service Provider must provide the Bi-directional Service Provider Works to ensure suitable interfacing with the Powerlink Works. The Bi-directional Service Provider acknowledges and agrees that it must complete the Bi-directional Service Provider Works in accordance with this clause in a timely and co-ordinated manner so as to allow Powerlink to satisfy its obligations under this agreement.

1.5 Bi-directional Service Provider Works Obligations

- (a) The DC voltage level at the Bi-directional Facility must be **[125VDC]**.
- (b) The Bi-directional Service Provider must design the Bi-directional Facility and the Bi-directional Service Provider Works in accordance with Australian Design Standard.
- (c) The Bi-directional Service Provider Works must:
 - (i) comply with all requirements of this agreement;

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- (ii) be fit for the purpose including, without limitation, the efficient and safe performance 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 Bi-directional Service Provider's obligations in relation to, and responsibility for, Bi-directional Service Provider 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) Bi-directional Service Provider Works; or
 - (B) any design, specification or other document provided by or on behalf of the Bi-directional Service Provider for Bi-directional Service Provider Works; or
 - (ii) Powerlink starting to perform Powerlink Works on or in relation to Bi-directional Service Provider Works.
- (e) Bi-directional Service Provider Personnel

The Bi-directional Service Provider must:

- (i) make available all Bi-directional Service Provider Personnel needed to perform its obligations under this agreement;
- (ii) ensure that all Bi-directional Service Provider 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 Bi-directional Service Provider Personnel are fully briefed and trained on all matters necessary for them to perform their required services for the Bi-directional Service Provider in connection with this agreement; and
- (iv) ensure that its Bi-directional Service Provider Personnel are fully aware and understand all policies, manual, protocols and procedures necessary for them to perform their required services for the Bi-directional Service Provider in connection with this agreement.

Powerlink may, if it is of the opinion that one or more members of Bi-directional Service Provider Personnel is not or are not performing in a satisfactory manner, request the removal of the relevant person or persons from their involvement in this agreement by providing written notice to the Bi-directional Service Provider. The Bi-directional Service Provider must then immediately arrange for the removal of the relevant person or persons

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and Powerlink will not be liable for any costs, charges, expenses or damages for any Bi-directional Service Provider Personnel removed under this clause.

- (f) The Bi-directional Service Provider 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 Bi-directional Service Provider as though the Bi-directional Service Provider was a construction contractor to Powerlink with respect to the Bi-directional Service Provider 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

1.6 Taking load for Back Energisation and up to Relevant Unit Synchronisation Date

For the purpose of enabling the Bi-directional Service Provider to Back Energise a Bi-directional Unit and during the period from Back Energisation of a Bi-directional Unit to its Relevant Unit Synchronisation Date, Powerlink will permit the Bi-directional Service Provider to draw load from the *transmission network* (on terms and conditions determined from time to time by Powerlink, including without limitation, load draw limits/amounts, reduction, suspension, ending and disconnection). The Bi-directional Service Provider acknowledges and agrees that under no circumstances is the Bi-directional Service Provider permitted or entitled to send out or export any electricity into the *transmission network* using the relevant Bi-directional Unit unless and until the Relevant Unit Synchronisation Date is reached.

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 Bi-directional Service Provider 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 affects 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 Bi-directional Service Provider 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) **(Unit Back Energisation Date)** Powerlink must give the Bi-directional Service Provider a written notice within 25 Business Days of the Bi-directional Unit achieving Back Energisation. The “**Unit Back Energisation Date**” means the date stated in the notice which must be the day when the Bi-directional Unit achieved Back Energisation, as determined by Powerlink (which may be earlier than the date of the notice itself);
- (e) **(Unit Synchronisation Date)** Powerlink must give the Bi-directional Service Provider a written notice within 25 Business Days of a Bi-directional Service Provider Unit achieving its Relevant Unit Synchronisation Date. The “**Relevant Unit Synchronisation Date**” for a Bi-directional Unit means the date stated in the notice for that Bi-directional Unit 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) (“Dates for Works (adjustments)”) 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) (“Dates for Works (adjustments)”) 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.

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- (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).

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 (Table 2, Item 2.4 of Schedule 2 ("Works")); and
- (b) **(changes)** may agree from time to time to change the Progress Schedule (Table 2, Item 2.4 of Schedule 2 ("Works")), 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

- (a) Subject to Powerlink's rights under item 4.4 ("Bi-directional Service Provider Works Change") of Schedule 2 ("Works"), if a party considers that it will not be able to comply with the Progress Schedule (Table 2, Item 2.4 of Schedule 2 ("Works")), 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 this 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.
- (b) 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 (Table 2, Item 2.4 of Schedule 2 ("Works")) 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 (Table 2, Item 2.4 of Schedule 2 ("Works")).

2.6 Bi-directional Service Provider to provide Construction Release before commencement of interface work

- (a) Under item(s) **insert** in Table 2 ("Progress Schedule") of Schedule 2 ("Works"), the Bi-directional Service Provider must provide Powerlink with a certification about the completion of specified works.
- (b) The relevant certification must be given by the Bi-directional Service Provider to Powerlink in the form of a notice ("Construction Release") from

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the Bi-directional Service Provider 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 Bi-directional Facility droppers;
- (ii) testing to a state ready for complete testing and commissioning for Back Energisation of the relevant Bi-directional Unit; and
- (iii) a statement that all equipment to be energised has been fully pre-tested.

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

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Table 2 - Progress Schedule (Item 2.4 of Schedule 2)

	Obligation	Milestone Date
1	[Powerlink must provide its Safe Systems of Work (SSOW) and Operating Interface Protocol requirements to Bi-directional Service Provider]	[Not later than 26 weeks after Second Financial Security Provision Date]
2	[Powerlink facilitates SSOW and Operating Interface Protocol information session for Bi-directional Service Provider]	[Not later than 26 weeks after Second Financial Security Provision Date]
3	[Bi-directional Service Provider to have an agreed Operating Interface Protocol with Powerlink]	[Not later than 5 weeks prior to the Target Completion Date]

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 Bi-directional Facility being complete and able to import and export electricity, if the Powerlink Works are not Completed by the Target Completion Date, then Powerlink must pay to the Bi-directional Service Provider, as a debt due and payable to the Bi-directional Service Provider, 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 Bi-directional Service Provider because of the delay in Completion, and are not a penalty;
- (b) **(sole remedy)** subject to item (f) (“Scope of liquidated damages (common law damages)”) below, are the sole remedy under, in relation to and in connection with this agreement for any liability for failure (howsoever caused or contributed to including negligence, breach of contract or otherwise) by Powerlink to Complete the Powerlink Works by the Target

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Completion Date 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 Bi-directional Service Provider upon demand;
- (e) **(set off)** can be set off against any money owing by the Bi-directional Service Provider 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 Bi-directional Service Provider from recovering those liquidated damages, then the Bi-directional Service Provider 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 Bi-directional Service Provider and the Co-ordination Committee of a revised Target Completion Date for the Powerlink Works and any necessary variation to the Progress Schedule (Table 2, Item 2.4 of Schedule 2 (“Works”)), 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 Bi-directional Service Provider about any change to the Powerlink Works before the change is made.

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4.2 Minor Works Change

Powerlink may change the Powerlink Works during construction without the Bi-directional Service Provider'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 Bi-directional Service Provider, any Works-related costs of the Bi-directional Service Provider, or the Target Completion Date for the Powerlink Works ("**Minor Works Change**").

4.3 Major Works Change

Powerlink must obtain the Bi-directional Service Provider's written consent before making a change that is not a Minor Works Change ("**Major Works Change**"). The Bi-directional Service Provider must not unreasonably withhold its consent.

4.4 Bi-directional Service Provider Works Change

The Bi-directional Service Provider must not, without Powerlink's prior written consent, change the Bi-directional Service Provider Works ("**Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider Works (including the activities set out in the Progress Schedule (Table 2, Item 2.4 of Schedule 2 ("Works"))) 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 Bi-directional Facility by the Bi-directional Service Provider;
- (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 Bi-directional Service Provider during construction that will affect the relevant

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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;
- (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 Bi-directional Service Provider 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

- (a) This Table 3 ("Powerlink Land and Works Approvals") sets out the Land and Works Approvals that Powerlink is required to obtain and maintain, known as at the [Start Date/Offer to Connect Date].

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- (b) Powerlink acknowledges it is responsible for having appropriate authorisations, permits and licences, as a *Transmission Network Service Provider* required in the ordinary course of its business and not solely for the Powerlink Works.

Powerlink Land and Works Approvals	Applicable Approval Authority	Required Bi-directional Service Provider inputs/ support for Approval application

Table 4 – Bi-directional Service Provider Land and Works Approvals

- (a) This Table 4 (“Bi-directional Service Provider Land and Works Approvals”) sets out the Land and Works Approvals that the Bi-directional Service Provider is required to obtain and maintain, known as at the [Start Date/Offer to Connect Date].
- (b) Land and Works Approvals in items [insert] of Table 4 are Back Energisation Land and Works Approvals.

Bi-directional Service Provider 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 New Land and Works Approvals

- (a) The obligation to obtain any Land and Works Approval not identified in Table 3 (“Powerlink Land and Works Approvals”) or Table 4 (“Bi-Directional Service Provider Land and Works Approvals”) will be the responsibility of the Bi-Directional Service Provider, unless the relevant Land and Works Approval must be obtained by Powerlink under the applicable law or requirement of a Government Agency.
- (b) If either party is required to obtain any Land and Works Approval under item 6.3(a) of Schedule 2 (“Works”), Powerlink may treat such new Land and Works Approval as an Excepted Risk under limb (n) of the definition of Excepted Risk (provided the new Land and Works Approval satisfies all the requirements of paragraph (n) of the definition of Excepted Risk), and

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Powerlink will advise of an Approval Date which will become an Approval Date for the purpose of item 6.4(a) of Schedule 2 (“Works”).

6.4 No Land and Works Approval

- (a) If Powerlink or the Bi-directional Service Provider 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 (Table 2, Item 2.4 of Schedule 2 (“Works”)), then either party may, within 10 Business Days of the Approval Date, issue a 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) (“No Land and Works Approval”) of Schedule 2 (“Works”), 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) (“No Land and Works Approval”) 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 (Table 2, Item 2.4 of Schedule 2 (“Works”)) and the date of the Critical Land and Works Approval Meeting, either party is still unable to obtain or acquire any of the 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 (“Termination costs”) apply.

6.5 Land and Works Approvals

The parties agree that “Land and Works Approvals” 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,

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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) the *Planning Act 2016* (Qld);
 - (v) the *Environmental Protection Act 1994* (Qld);
 - (vi) the *Nature Conservation Act 1992* (Qld);
 - (vii) the *Regional Planning Interests Act* (Qld);
 - (viii) the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
 - (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.

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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.

7.3 Refusal to commission or connect

This item 7 (“Commissioning”) does not affect Powerlink’s rights to refuse to commission the Powerlink Works or connect the Bi-directional 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 Bi-directional Service Provider is commissioning the Bi-directional Service Provider Works and Powerlink is commissioning the Powerlink Works.

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Schedule 3 - Performance Standards (Bi-directional Service Provider)

[insert Bi-Directional Service Provider Performance Standards]

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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 Bi-directional 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; and
- (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 including the Operating Interface Protocol; 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 Bi-directional Service Provider; and
 - (ii) **(Bi-directional)** where the Bi-directional Service Provider is switching, the Bi-directional Service Provider or its nominated person must notify Powerlink's Network Operations Control Centre,

before to 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.

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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.
- (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.

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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;
- (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.

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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.

4 Secondary Systems

4.1 Identification - Secondary Systems Asset Boundary

The:

- (a) **(Bi-directional Service Provider)** Bi-directional Service Provider 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.

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5 Communications

5.1 Responsible Personnel

The personnel responsible for operational communications between the parties are identified in item 1 (“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 Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider. Where the Bi-directional Service Provider initiates a replacement *Metering Coordinator*, then the Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider or any other person, to the revenue *metering installation*.
- 1.7 For devices required by the Bi-directional Service Provider that involve metering class CT inputs, the Bi-directional Service Provider must, at its cost and expense, install a separate CT core at its Bi-directional Facility.
- 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 Bi-directional Service Provider for the revenue *metering installation*, as required from time to time by the *Metering Coordinator*. The Bi-directional Service Provider agrees to Powerlink's reasonable request for compliance testing outages

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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”).

Metering Specification

Connection TNI		X
Metering Installation	Metering Site	X
	Metered Item	X
Meter Type		X
Owner	Current Transformer	X
	Voltage Transformer	X
	Meter and Recorders	X
	Infrastructure and Wiring	X
Metering Coordinator		X
Maximum throughput (GWh) p.a		X
CT Ratio (Min. % MW)		X

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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 the Start Date), 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 (“Escalation formula for Negotiated Service Charges and Non Regulated Service Charges”) of this Schedule 6 (“Charges and other amounts”).

1.3 Non Regulated Service Charges

Non Regulated Service Charges of \$xxx per month (as at the Start Date), 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 (“Escalation formula for Negotiated Service Charges and Non Regulated Service Charges”) 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:

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A_n = the applicable adjusted monthly Charge;

A_{base} = the applicable monthly Charge as at the Start Date, as varied in accordance with this agreement;

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 [December, March, June, September 202X].

[insert worked example]

1.5 Prescribed Service Charges

[Insert where relevant: The Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider of the Prescribed Service Charge applying from time to time, determined in accordance with the Electricity Laws.

1.6 Other Charges

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

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2 Termination costs (clause 20)

2.1 Amount of Termination Costs

Where clause 20 (“Termination costs”) applies, the Termination Costs payable by the Bi-directional Service Provider 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)

2.2 Payment of Termination Costs

The Bi-directional Service Provider 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 Bi-directional Service Provider damages at common law for the loss or damage suffered or incurred by Powerlink because of the relevant termination event. The Bi-directional Service Provider’s liability for any such common law damages will not exceed the amount of the Termination Costs that would have been payable under item 2.1 (“Amount of Termination Costs”) of this Schedule 6 (“Charges and other amounts”) 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 (“Amount of Termination Costs”) of this Schedule 6 (“Charges and other amounts”) (to ensure no double recovery by Powerlink).

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3 Financial Security Arrangements – clause 14 (“Financial Security”)

Security Period (first column)	Security Amount (second column)
Between the [Start Date/Notice to Proceed 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

4 Maximum Unpaid Amount

For the definition of Bi-directional Service Provider 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 [\$xxx million]

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Schedule 7 – Communication Contacts

1 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	Bi-directional Service Provider
Day to day operations affecting the connection point	To be agreed as part of Operational Interface Protocol	To be agreed as part of Operational Interface Protocol
Outage Plans		
Outage Requests		
Emergency events and switching		
Media or Information Release to third parties	Corporate Communications Manager Ph: (07) 3860 2654	
General Queries	Network Customer Manager Ph: 07 3866 1011 Email: bdcrc@powerlink.com.au	

2 Contacts for Notices (clause 28.11)

	Powerlink	Bi-directional Service Provider
Address	33 Harold Street Virginia QLD 4014	xxx
Telephone	(07) 3860 2111	xxx
Fax	(07) 3860 2100	xxx
E-mail	bdcrc@powerlink.com.au	xxx
Contact	Manager Customer Relations	xxx

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Schedule 8 – Substation Civil Design and Construction Requirements

1 Earthworks platform scope and inclusions

- (a) The Bi-directional Service Provider Works includes the provision of the Powerlink Substation Platform (“Substation Platform”) and access roads in accordance with this Schedule 8 (“Substation Civil Design and Construction Requirements”) and the other requirements of this agreement. The Bi-directional Service Provider Works include the following scope:
 - (i) geotechnical investigation;
 - (ii) site surveys;
 - (iii) earthworks platform design,
 - (iv) construction of the earthworks platform;
 - (v) provision of large earth drains and diversion of water courses if necessary, including necessary scour protection measures;
 - (vi) all necessary erosion and sediment controls up to the point that the Substation Platform is handed over to the Principal;
 - (vii) reinstatement of all disturbed surfaces external to the substation;
 - (viii) disposal of spoil – as per directions of the Bi-directional Service Provider; and
 - (ix) access roads to the substation, laydown areas and new transmission line works.
- (b) For the purposes of this Schedule 8 (“Substation Civil Design and Construction Requirements”) and the broader Agreement, the term “Earthworks Platform”, “Substation Platform”, “Bench” are used interchangeably.

2 Reference documentation

- (a) Unless explicitly noted as an exclusion in Table 1 (“Reference Documents List”) of this Schedule 8 (“Substation Civil Design and Construction Requirements”), the Bi-directional Service Provider Works pertaining to the delivery of works under this Schedule 8 (“Substation Civil Design and Construction Requirements”) must comply with the below reference documents outlined in Table 1 (“Reference Documents List”) of this Schedule 8 (“Substation Civil Design and Construction Requirements”) (**Reference Documents List**).

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- (b) Adherence to the technical requirements of this specification is demonstrated through the successful completion of key milestones outlined in Table 2 (“Substation Civil Design and Construction Milestones”) of this Schedule 8 (“Substation Civil Design and Construction Requirements”).
- (c) For the purposes of this Schedule 8 (“Substation Civil and Construction Requirements”), the Reference Documents List is to be read in the context of the below agreed interpretations.

Specification Reference	Agreement Interpretation
“Principal”	Powerlink and/or Powerlink’s nominated representative
“Contractor”	Bi-directional Service Provider and/or Bi-directional Service Provider’s representative undertaking the Bi-directional Service Provider Works
“WITNESS POINT”, “HOLD POINT” or “SUBMISSION”	As defined in the Quality Assurance Specification with associated notice periods.
Costs that should be included in the Contract price	These activities, and costs involved, are the responsibility of the Bi-Directional Service Provider

2.1 Powerlink Standards and Specifications

- (a) The table below outlines the Powerlink reference specifications. The latest versions of these specifications at the Start Date shall be deemed applicable to the Bi-directional Service Provider Works. Any variations to the Substation Platform outside the Powerlink Specifications listed in Table 1 (“Reference Documents List”) must be agreed by both parties, noting that Powerlink is entitled to claim an Excepted Risk under item (a) of the definition of “Excepted Risk” to the extent of any non-compliance with the Powerlink Specifications listed in Table 1 (“Reference Documents List”).
- (b) The reference documents listed in Table 1 (“Reference Documents List”) are Confidential Information in accordance with Clause 25 (“Confidentiality”) of this Agreement, and may only be used and disclosed as permitted by that clause.

Table 1 – Reference Documents List

Item	Powerlink Specifications
1	Quality Specification (v4.0) ASM-SPE-A1031737
2	Health, Safety and Environment Specification (v3.1) HSE-SPE-A3011646
3	GDG-300 – Drawing Management (v10.2)
4	SDC-001 – Substation Civil and Structural Design Specification (v7.1)
5	GSC-010.1 – Concrete Works (v6.3)
6	SSC-414 – Excavation and Backfilling Specification (v3.1) ASM-SPE-A1880033

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7	SSC-419 – Drainage Specification (v2.0) ASM-SPE-A1880038
8	SSC-420 – Earthworks Specification (v2.0) ASM-SPE-A1880039
9	SSG-426 – Substation Construction Works (v4.0) ASM-SPE-A1852428
10	SST-272 Substation Electrical Construction Testing (v3.1) ASM-SPE-A1915589
11	LMC – 003.6 Technical Specification for Access Tracks and Drainage – Specification (v4.2)
12	LMC – 003.5 Technical Specification for Clearing Works– Specification (v4.1)

3 Deliverables and Milestones

Bi-directional Service Provider Works deliverables include:

- (a) Submission of a project delivery plan and methodology in line with Powerlink General Specification control points – no later than [2 weeks after the Notice to Proceed / the Second Financial Security Provision Date].
- (b) A schedule of the project and a version of Table 2 (“Substation Civil Design and Construction Milestones”) populated with actual dates pertaining to each control point – no later than [2 weeks after the Notice to Proceed / the Second Financial Security Provision Date].

Table 2 – Substation Civil Design and Construction Milestones.

Control points from Quality Specification			
Activity/Function	Control	Milestone	Date
Contractor's submission of the Contract Quality Plan (CQP)	Submission	14 days prior	
Principal's acceptance of the CQP	Hold Point	Prior to site mobilisation	
Notification of change to Quality Compliance Representative (QCR)	Submission	7 days prior	
Change to CQP	Submission	14 days prior	
Acceptance of Changed CQP	Hold Point	Prior to activity impacted by change	
Contractor's submission of Contract Records	Submission	14 days of completing works	
Contractor's submission of full set of Contract Records	Submission	Within 28 days of Practical Completion	
Contractor's submission of Subcontractors	Submission	Prior to mobilisation	
Additional Construction and Testing procedures	Submission	14 days prior to respective work commencing	

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Principal's acceptance of addition Construction and Testing Procedures	Hold Point	Prior to respective work commencing	
Design Reviews accepted by the Principal	Hold Point	-	
Contractor's submission of ITPs	Submission	14 days prior to mobilisation	
Principal's acceptance of the ITPs	Hold Point	Prior to mobilisation	
Contractor's Notice of Inspection or Test (inclusive of Date and Time)	Submission	7 days prior to respective Inspection or Test	
Contractor's submission of Contract Handover Report	Submission	As scheduled in Contract Documentation	
Principal's acceptance of Contract Handover Report	Hold Point	Prior to the Principal issuing the certificate for Practical Completion	
Contractor's submission of Nonconformance Report	Submission	within 2 Business Days of Nonconformance being identified	
Principal releases Non-conformance Report Hold Point	Hold Point	Prior to impacted work proceeding.	

Control points from Substation Construction Works General Specification					
Control	Activity / Function	Section / Clause	Verification Activity	Milestone	Date
Submission / Hold Point	General	2.1	Contractor to submit plans, methods, procedures, instructions etc to Powerlink	At least 14 days prior to commencement of the relevant activity where the duration is not specified	
Submission/ Hold Point	Compliance Plan	2.6	Contractor to submit the following: <ul style="list-style-type: none"> an organisation chart WHS Management Plan; Contractor EMP; and Quality Management Plan including ITPs.	At least 14 days prior to mobilising to site.	
Hold Point	Compliance Plan	2.6	Powerlink shall review, accept or request changes to be made the compliance plans	Within 14 days from submission by the Contractor.	
Submission/ Hold Point	Construction Works in Operational Substation	2.8.1	Contractor to report any damage to existing main earth grid including earthing tails Powerlink to inspect the rectification work to the	Immediately. Prior to the placement of	

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			damaged earth grid including earthing tails	backfill material.	
Submission/ Surveillance	Acceptance of Survey Markers	2.8.8	Contractor to verify the controls and level of the survey markers and notify Powerlink accordingly.	Within 7 days of taking possession of the site	
Submission	Site Shutdown	2.8.10	Contractor to submit the recorded documentation and photographs to Powerlink	Prior to departing from Site	
Submission/ Hold Point	Construction Traffic and Site Delivery	2.11	Contractor to develop a traffic management plan and submit to Powerlink for review and acceptance	Prior to use of traffic or haul routes.	
Submission/ Surveillance	Construction Traffic and Site Delivery		Where specified by Powerlink, the Contractor shall provide to Powerlink a fortnightly look ahead program for the movement of heavy or special vehicles	On a fortnightly basis	
Submission/ Hold Point	Making Good	2.13	Contractor to submit details of the proposed remedial works including methods, procedures, material specifications, data sheets, etc.	At least 14 days prior to commencement of the remedial works	
Submission/Hold point	Equivalent Material, Product, Procedures or Activities	2.14	Contractor to submit details of proposal for the use of equivalent material, product, procedures or activity	At least 28 days prior to use of the material or commence with the activity	
Submission/ Surveillance	Imported material For Earthworks and Civil Works	2.16	Contractor to submit certification of the imported material (e.g. fill material, road base, aggregate, mulch, asphalt, etc.) for civil works and earthworks from the material supplier	Prior to delivery of the imported material to site	

Control points from Substation Electrical Construction Specification					
Control	Activity / Function	Section / Clause	Verification Activity	Milestone	Date
Hold Point / Submission	Construction testing Inspection and Test Plans	2.1	Contractor to submit proposed construction testing ITPs for review and approval	Prior to work starting	
Hold Point / Submission	Construction testing	2.1	Contractor to submit proposed construction testing check	Prior to work starting	

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	Check sheets / Checklists		sheets/checklists for review and approval		
Submission	Construction Testing ITPs	2.1	Contractor to submit vendor releases, all completed and signed ITPs, completed check sheets and other test documentation	Practical Completion of works under the contract	

Control points from Concrete Works Specification					
Control	Activity / Function	Section / Clause	Verification Activity	Milestone	Date
Submission / Hold Point	Material for Concrete - General	3.1(e)	Contractor to submit the source of supply for all concrete materials including relevant approvals, documentation or certification to demonstrate compliance with the relevant Australian Standards and this specification.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - Cement	3.2(b)	For use of imported cement, Contractor to submit all relevant additional information or test results to demonstrate compliance with AS 3972.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - Cement	3.2 (e)	For cement more than 3 months old, the Contractor to submit the re-test results to demonstrate compliance with AS 3972.	At least 21 days prior to use of cement	
Submission / Hold Point	Material for Concrete - Cement	3.2 (g)	For use of bagged cement, the Contractor to submit all relevant approvals, documentation and certification for use of bagged cement to demonstrate compliance to the relevant specifications.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - Water	3.4 (b)	Unless sourced from a tested potable drinking water supply, Contractor to submit the details of the water source with information of appropriate water quality analysis.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - Aggreg	3.5.1 (b)	Contractor to submit a copy of the certification by the DTMR for aggregate.	At least 21 days prior to placement of concrete	

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	ate - General				
Submission / Hold Point	Material for Concrete – Chemical Admixtures	3.6 (b)	Contractor to submit the full details of the chemical admixtures including product name, manufacturer, dosage, effect, storage life, usage method and chemical composition.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Proposed Concrete Mix Design Submission	4.3 (a)	Contractor to submit (as one consolidated submission) the proposed concrete mix designs for each Class of concrete to be used.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - General	3.1(e)	Contractor to submit the source of supply for all concrete materials including relevant approvals, documentation or certification to demonstrate compliance with the relevant Australian Standards and this specification.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - Cement	3.2(b)	For use of imported cement, Contractor to submit all relevant additional information or test results to demonstrate compliance with AS 3972.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - Cement	3.2 (e)	For cement more than 3 months old, the Contractor to submit the re-test results to demonstrate compliance with AS 3972.	At least 21 days prior to use of cement	
Submission / Hold Point	Material for Concrete - Cement	3.2 (g)	For use of bagged cement, the Contractor to submit all relevant approvals, documentation and certification for use of bagged cement to demonstrate compliance to the relevant specifications.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - Water	3.4 (b)	Unless sourced from a tested potable drinking water supply, Contractor to submit the details of the water source with information of appropriate water quality analysis.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Material for Concrete - Aggreg	3.5.1 (b)	Contractor to submit a copy of the certification by the DTMR for aggregate.	At least 21 days prior to placement of concrete	

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	ate - General				
Submission / Hold Point	Material for Concrete – Chemical Admixtures	3.6 (b)	Contractor to submit the full details of the chemical admixtures including product name, manufacturer, dosage, effect, storage life, usage method and chemical composition.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Proposed Concrete Mix Design Submission	4.3 (a)	Contractor to submit (as one consolidated submission) the proposed concrete mix designs for each Class of concrete to be used.	At least 21 days prior to placement of concrete	
Submission / Hold Point	Approval of Placing Method of Concrete	9.2 (a)	The Contractor to submit placing method of concrete to the Principal.	At least 14 days prior to placement of concrete	
Witness Point	Preparation Works for Placement of Concrete	9.3 (b)	For concrete works associated with elements listed under 9.2 (b) the Principal to inspect the preparation works for placement of concrete (as a Witness Point).	Prior to placement of concrete	
Witness Point	Adverse Weather Conditions - Rain	9.4 (b)	Principal to inspect the previous concrete pour that was exposed to rain.	before undertaking necessary repairs or recommencing with placing of concrete	
Witness Point	Placement of Concrete	9.5 (b)	For concrete works associated elements listed under 9.5 (b) the Principal to inspect the placement of concrete (as a Witness Point).	During the placement of concrete	
Witness Point	Placement of Concrete	9.5 (b)	For concrete works associated elements listed under 9.5 (b) the Principal to inspect the placement of concrete (as a Witness Point).	During the placement of concrete	

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Submission / Hold Point	Hot and Cold Weather Concrete	9.6 (a)	Where extreme hot or cold weather is forecast or is usual for the time of the year which may offset temperature limits for placing of concrete, the Contractor to submit procedures and precautions for placement of concrete.	At least 21 days prior to placement of concrete	
Hold Point	Temperature Limits for Placing Concrete	9.7 (b)	Contractor to notify on practical precautions to prevent the temperature of the concrete exceeding the permitted maximum temperature.	At least 48 hours prior to placement of concrete	
Submission / Hold Point	Placement Time Limits	9.7.1 (c)	For remote areas with long transport times, the Contractor to submit transportation details and management of elapsed time with the concrete mix design (refer to Section 4.3).	At least 21 days prior to placement of concrete	
Hold Point	Placement Time Limits	9.7.1 (d)	Where the delay in concrete pour exceeds 20 minutes from the last concrete pour in a foundation, Principal to inspect the vibrator sinking in the last concrete pour under its own weight and is capable of liquefying the concrete.	Before commencing with the next concrete pour	
Submission / Hold Point	Placement Time Limits	9.7.1 (e)	Contractor to submit the work plan for continue with concrete works under lights.	At least 14 days prior to performing concrete works under lights	
Witness Point	Retarding Evaporation	9.7.2 (a)	Principal to inspect the spraying of an evaporation retarding compound as accepted by the Principal.	During the spraying of the compound	
Submission / Hold Point	Placing Concrete Underwater	9.8 (a)	Contractor to submit details of placing concrete underwater.	At least 14 days prior to placement of concrete underwater	
Hold Point	Rejection of Wet Concrete	9.9	For all concrete works excluding those elements listed in 9.5 (b), Principal to inspect the concrete (as a Hold Point).	Before placement of concrete	

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Witness Point	Rejection of Wet Concrete	9.9	For concrete works associated elements listed under 9.5 (b) The Principal to inspect the concrete (as a Witness Point).	Before placement of concrete	
Hold Point	Construction Joints - General	10.1 (b)	Unless shown on Drawings, construction joints exposed to tidal waters between R.L. -3.0 m and R.L. +3.0 m (State Datum) to be accepted in writing by the Principal.	At least 14 days prior to placement of concrete	
Submission / Hold Point	Construction Joints - General	10.1 (c)	Bored foundations construction joints. Contractor to submit the process of making construction joints.	At least 14 days prior to commencing bored foundation construction	
Hold Point	Surface Finish - Removal of Formwork	11.2 (b)	Principal to accept the removal of formwork for bored tower columns, cable trenches and kerb and channelling in less than 48 hours of concrete placement.	At least 14 days prior to commencing with the related concrete works	
Witness Point	Surface Finish - Removal of Formwork	11.2 (g)	Principal to inspect the removal of formwork and application of a curing compound.	During the actual removal and spraying works.	
Submission / Hold Point	Curing – Approval of Method of Curing	12.1 (a)	Contractor to submit the details of the proposed curing method including proposed curing compounds.	At least 14 days prior to placing concrete	
Witness Point	Curing – Curing Compounds	12.2 (c)	Principal to inspect the spraying of the curing compound on finished unformed surfaces above ground level immediately on completion of finishing.	During the spraying works	
Submission	Concrete Testing - Sampling	14.2.1 (d)	Contractor to submit concrete test results.	No later than 48 hours from completion of the testing	
Submission / Hold Point	Early stripping and/or Loading	14.2.3.2 (a)	Contractor to submit the proposal for early removal of formwork or for early application of significant loads to the structure.	At least 14 days prior to placement of concrete	
Submission / Hold Point	Cracking of Concrete	16 (b)	Contractor to submit the full details of proposed remedial work where excessive cracking does occur.	At least 14 days prior to commencing with the	

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				remedial work	
Hold Point	Cracking of Concrete	16 (c)	Principal to inspect the application of epoxy grout to seal cracks in situ.	During the application of the grout	

Control points from Excavation and Backfilling Specification					
Control	Activity / Function	Section / Clause	Verification Activity	Milestone	Date
Hold Point	Acceptance of Survey Markers	2.2.1	Contractor to verify the controls and level of the survey markers and notify Powerlink accordingly	Within 7 days of taking possession of the site.	
Submission / Hold Point	Acceptance of excavation plan	2.2.1	Contractor to submit a detailed excavation plan for review and acceptance by Powerlink.	No less than 14 days prior to commencement of intended excavation works.	
Hold Point	Excavation: Non-rippable Material - Excavation of Rock	2.2.7	The Principal to inspect the proving of material as rock.	During proving activities.	
Submission/Hold Point	Excavation: Blasting	2.2.8	Contractor to submit the details of the proposed blasting operations including proposed drilling pattern, charges to be used and safety plan.	Prior to commencement of any blasting operations on site.	
Hold Point	Excavation: Blasting	2.2.8	The Principal to inspect the small test firing to determine the suitability of the pattern and charges proposed.	Prior to commencement of any blasting operations on site and after acceptance by the Principal of initial submission (details of the proposed	

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				blasting operations) by the Contractor.	
Hold Point	Excavation: Blasting	2.2.8	The Principal to inspect the trail blasting.	Prior to commencement of any blasting operations on site and after the small test firing.	
Hold Point	Excavation: Inspections	2.2.10	The Principal to inspect the excavation for positioning and size.	Prior to any further works associated with that excavation.	
Hold Point	Excavation Work	2.2.11	The Principal to approve the safe work method	Prior to commencement of the excavation.	
Hold Point	Backfilling: General	2.3.1	The Principal to inspect and nominate the testing locations for compaction testing.	Prior to commencement of compaction testing on every second backfill layer.	

Control points from Earthworks Specification					
Control	Activity / Function	Section / Clause	Verification Activity	Milestone	Date
Submission / Hold Point	Certification of Earthworks	2.2	Contractor to submit details of their nominated RPEQ responsible for 'Level 1 Inspection and Testing' of all earthworks activities in accordance with the requirements of AS 3798	Prior to commencing the earthworks.	
Submission	Certification of Earthworks	2.2	Contractor to submit a Statement of Compliance from the nominated RPEQ certifying that the entire earthworks as being in accordance with the requirements of AS 3798 and Powerlink Specifications.	Within 14 days from completion of earthworks or at Practical Completion.	
Submission	Survey Requirements -	2.3.2	Contractor to submit a detailed drawing of the installed control survey markers.	Within 14 days after the installation of	

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	Site Construction Control Lines			the control survey markers.	
Submission	Survey Requirements - Bulk Earthworks Surveys	2.3.3	Contractor to submit separate drawings setting out the details of the surveys carried out (in an approved electronic format and certified by the Surveyor).	Within 14 days after completion of survey on site.	
Submission	Survey Requirements - Platform Surveys	2.3.4	Contractor to submit a survey plan of the finished surface of the earthworks platform.	Within 14 days after completion of survey on site.	
Witness Point	Site Clearing and Grubbing - Limitation on Clearing Operations	2.4.2	Powerlink to inspect the marked vegetation (any trees, shrubs and overhanging branches) to be left undisturbed during clearing operations.	Prior to commencing clearing operations in that area.	
Witness Point	Site Clearing and Grubbing - Limitation on Clearing Operations	2.4.2	Powerlink to inspect the marking indicating the area or limits for clearing operations.	Prior to commencing clearing operations.	
Witness Point	Site Clearing and Grubbing - Trees Required by Powerlink	2.4.3	Powerlink to inspect the marked trees required by Powerlink as marketable timber.	Prior to commencing clearing operations reaching the areas concerned.	
Submission	Site Clearing and Grubbing - Organic Mulches	2.4.4	Contractor to submit the certification from the supplier demonstrating that any imported organic mulch complies with AS 4454 and is free of weeds.	Where requested by Powerlink.	
Submission / Hold Point	Site Clearing and Grubbing - Burning Off	2.4.7	Contractor to submit all approved permits and details of responsibilities and necessary precautions to prevent the starting of uncontrolled fires.	At least 7 days prior to commencement of burning activities.	
Hold Point	Stripping and removal of Topsoil	2.5	Powerlink to inspect the ground surface after removal of the specified depth of topsoil.	Prior to commencing with any ground surface treatment.	
Submission / Hold Point	Imported Fill - General	2.8.1	Contractor to submit the relevant documentation or certification demonstrating that the proposed imported fill material complies with this specification.	At least fourteen (14) days prior to transporting material to site.	

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Submission / Hold Point	Imported Fill - General	2.8.1	Contractor to re-submit the relevant documentation or certification demonstrating that the proposed imported fill material complies with this specification due to change of imported fill material source.	At least fourteen (14) days prior to transporting material to site.	
Submission / Hold Point	Imported Fill - Imported Fill Material (Bulk Earthworks)	2.8.2	Contractor to submit RPEQ certification for use of CBR15 Imported Bulk Fill as structural fill material.	Prior to transportation of imported fill material to site for use.	
Hold Point	Compaction of Fill Material	2.9	Powerlink to inspect the proof rolling operations of the initial surface.	Prior to spreading of fill material.	
Witness Point	Compaction of Fill Material	2.9	Powerlink to inspect each intermediate compacted and tested fill material layer.	Prior to proceeding to the next fill material layer.	
Submission	Compaction of Fill Material	2.9	Contractor to submit the compaction test results of the intermediate fill material layer.	Prior to commencing inspection of the intermediate fill material layer.	
Hold Point	Compaction of Fill Material	2.9	Powerlink to nominate additional test locations by Powerlink.	During site inspection.	
Witness Point	Compaction of Fill Material	2.9	Powerlink to inspect the remedial work or area (where compaction standard is not achieved) with retested results.	Prior to proceeding to the next layer.	
Hold Point	Compaction of Fill Material	2.9	Powerlink to inspect the final compacted and tested fill material layer.	After completion of compaction works including testing.	
Submission	Compaction of Fill Material	2.9	Contractor to submit the compaction test results of the final fill material layer.	Prior to commencing inspection of the final fill material layer.	
Hold Point	Compaction of Fill Material	2.9	Powerlink to inspect the proof rolling operations of the final compacted layer.	During proof rolling activities	
Hold Point	Unsuitable Material - Treatment of Unsuitable Material	2.10.2	Contractor to notify Powerlink and agree on a course of action to treat or remove unsuitable material.	Prior to proceeding with associated works.	

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Hold Point	Non-Rippable Material - Excavation of Rock	2.11	Powerlink to inspect the proving operations of non-rippable material (rock).	During proving operations.	
Submission / Hold Point	Blasting	2.12	Contractor to submit the details of the proposed drilling pattern and charges for blasting.	At least 14 days prior to blasting activities on site.	
Hold Point	Blasting	2.12	Powerlink to inspect both the test firing and trail blasting	Prior to blasting activities on site.	
Witness Point	Batters	2.13	Powerlink to inspect the pegs at toes of fill batters and top of cut batters.	Prior to commencing any earthworks.	
Witness Point	Final Trimming	2.14	Powerlink to inspect the finished earthworks surface including final trimming.	After completion of final trimming.	
Witness Point	Platform Surfacing Layer	2.15	Powerlink to inspect the prepared area to be surfaced.	Prior to application of for platform surfacing layer.	
Hold Point	Stockpile Management	2.16	Powerlink and Contractor agreement on establishing and managing stockpiles including any changes to the stockpiling arrangements and/or removal and disposal of material off site, where not specified by Powerlink.	Prior to establishment of stockpiles and/or any changes to management of the stockpile.	
Witness Point	Stockpile Management	2.16	Powerlink to inspect the prepared area for stockpiling material.	Prior to establishment of stockpiles.	

Control points from Bitumen Sealing Specification					
Control	Activity / Function	Section / Clause	Verification Activity	Milestone	Date
Submission / Hold Point	Pre-work Documentation	2.3	Contractor to submit the pre-works documentation.	At least 14 days prior to commencement with bitumen sealing works.	

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Witness Point	Placement of Bitumen Seal	2.5.1	Powerlink to inspect the bitumen sprayer.	Prior to commencing with bitumen spraying operations on site.	
Witness Point	Placement of Bitumen Seal	2.5.1	Powerlink to inspect the check-run of bitumen sprayer to ensure that specified application rates are achieved.	Prior to commencing with bitumen spraying operations on site.	
Submission	Placement of Bitumen Seal	2.5.1	Contractor to provide table with records of the bitumen sprayer road speeds and sprayer adjustments for the full range of rates of bitumen application.	On request during bitumen spraying operations.	
Hold Point	Placement of Bitumen Seal - Surface Preparation	2.5.2	Powerlink to inspect the prepared surfaced to be sprayed and protection of adjacent structures (e.g. kerbs, channels, etc.) - Pre-seal inspection.	After completion of prepared surface and prior to application of primer.	
Hold Point	Placement of Bitumen Seal - Primer	2.5.3	Powerlink to inspect the primed surface.	Before the application of the first bitumen seal coat.	
Hold Point	Placement of Bitumen Seal - Post Primer or Primerseal Testing	2.5.5	Powerlink to inspect the post primer or primerseal testing.	Before the application of the first bitumen seal coat.	
Witness Point	Placement of Bitumen Seal - First Bitumen Seal Coat or Single Bitumen	2.5.6	Powerlink to inspect the application of the first bitumen seal coat or single bitumen seal coat.	During application/spraying of bitumen seal.	

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	Seal Coat only				
Witness Point	Placement of Bitumen Seal - Second Bitumen Seal Coat	2.5.7	Powerlink to inspect the application of the second bitumen seal coat.	During application/spraying of bitumen seal.	
Witness Point	Placement of Bitumen Seal - Rolling	2.5.8	Powerlink to inspect the rolling operations.	During the rolling operations.	
Witness Point	Tolerances	2.7	Powerlink to inspect the tolerances of finished surface.	After completion of the bitumen sealing operations.	
Witness Point	Clean-up	2.8	Powerlink to inspect the cleaned finished surface and adjacent structures.	After completion of the bitumen sealing operations.	

4 Handover of Substation Platform to Powerlink

- (a) The successful completion of all key milestones outlined in Table 2 (“Substation Civil Design and Construction Milestones”) of this Schedule 8 (“Substation Civil Design and Construction Requirements”) will constitute the pre-requisite for issue of “Substation Civil Construction Completion Certificate” by the Bi-directional Service Provider – which is a written statement confirming that all Bi-directional Service Provider Works outlined within this Schedule 8 (“Substation Civil Design and Construction Requirements”) have been completed.
- (b) “Substation Civil Construction Completion Certificate” is a pre-requisite of Powerlink taking possession of the Substation Platform. The parties agree that, notwithstanding any other provision of this Agreement, the Bi-directional Service Provider retains liability for the Substation Platform and any non-compliances with the Powerlink Specifications listed in Table 1 (“Reference Documents List”) for the duration of this Agreement.

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Schedule 9 – Operational Arrangements for Land Access

Land access operating arrangements

- 1.1 The Bi-directional Service Provider 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) (“Land and Works Approvals”) 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 Bi-directional Service Provider (“**Powerlink Minimum Land Access Requirements**”).
- 1.2 To minimise the impact of the Bi-directional Service Provider’s activities on Powerlink’s Minimum Land Access Requirements, the Bi-directional Service Provider 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 Bi-directional Service Provider is responsible for arranging the upgrade and maintenance of public roads designated by the Bi-directional Service Provider 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 Bi-directional Service Provider is responsible for arranging the upgrade and maintenance of public roads or providing private access roads for Powerlink’s use, the Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider (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 Bi-directional Service Provider

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within a Powerlink access easement or on any other Powerlink easement related to the Works:

- (a) Powerlink is not required to give prior notice of access, except where Powerlink activities are reasonably expected to unreasonably impact the Bi-directional Service Provider's use of the access road (eg. Heavy vehicle or oversized load deliveries), and the Bi-directional Service Provider is not entitled to, and must not, supervise Powerlink's activities on the easement;
 - (b) Powerlink will comply with the Bi-directional Service Provider's reasonable Occupational Health and Safety conditions. The Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider 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 Bi-directional Service Provider because Powerlink does not have the benefit of the Powerlink Minimum Land Access Requirements, then the Bi-directional Service Provider agrees that Powerlink will not be in breach of this agreement and will not have any liability to Bi-directional Service Provider.

Substation access road specifications

- 2.1 Where the Bi-directional Service Provider 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".

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- 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:
- (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.

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Schedule 9A – Access Policy Principles

[insert]

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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”).

Italicised terms used in this agreement have the meanings given in the Rules. If a term in italics is no longer defined in the Rules, it will have the meaning last assigned to it by the Rules unless both parties otherwise agree in writing.

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 items 2.1(a) and (b), as applicable, (“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 Bi-directional Service Provider.

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 (Table 2, Item 2.4 of Schedule 2 (“Works”)).

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 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).

Back Energisation occurs when the connection between a relevant Bi-directional Unit and Powerlink’s *transmission network* is complete to the extent necessary for the relevant Bi-directional Unit to be able to draw load for the purpose of energising and commissioning the relevant Bi-directional Unit and **Back Energising** has a corresponding meaning.

Back Energisation Land and Works Approvals means those land and works approvals to be obtained by the Bi-directional Service Provider that are required for Back Energisation, as specified in Table 4 – Bi-directional Service Provider Land and Works Approvals in item 6.1 (“Land and Works Approvals”) of Schedule 2 (“Works”), where the relevant Bi-directional Unit cannot be Bank Energised until those Land and Works Approvals have been obtained.

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

Bi-directional Facility means a *Facility* incorporating one of more Bi-directional Units.

Bi-directional Service Provider means the person so described in the Details.

Bi-directional Service Provider Financial Breach means, for the Bi-directional Service Provider:

- (a) **(Financial Security)** failure by the Bi-directional Service Provider to comply with clause 14 (“Financial Security”);
- (b) **(Termination costs)** a failure by the Bi-directional Service Provider to pay Termination Costs as and when required by clause 20 (“Termination costs”) of this agreement;
- (c) **(non-payment of Charges for Transmission Services)** failure by Bi-directional Service Provider 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 Bi-directional Service Provider to pay any other Charges (including any interest) as and when required by this agreement (clause 11 (“Charges”));
- (e) **(Cost Variation and Lump Sum)** a failure by the Bi-directional Service Provider to pay an amount under clause 11.12 (“Cost Variation and Lump Sum”) as and when required by that clause; or
- (f) **(other amounts due)** a failure by the Bi-directional Service Provider 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.

Bi-directional Land and Works Approvals means the Land and Works Approvals to be obtained by the Bi-directional Service Provider as described in Schedule 2 (“Works”)

Bi-directional Service Provider Non-Financial Breach means, for the Bi-directional Service Provider:

- (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 Bi-directional Service Provider under this agreement (other than a Bi-

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directional Service Provider Financial Breach) that arose from the Wilful Misconduct or Gross Negligence of the Bi-directional Service Provider 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* and the Powerlink Assets;
- (ii) the security or performance of the *transmission network*, the Powerlink Assets or the *connection assets*; or
- (iii) the quality of electricity supplied from the *transmission network*, the Powerlink Assets or the *connection assets* to other *transmission network users*.

Bi-directional Unit means *plant* that has the capacity to both:

- (a) consume electricity to convert into stored energy; and
- (b) convert stored energy to produce electricity,

together with all related equipment essential to its functioning as a single entity.

Bi-directional Service Provider Personnel means all employees, secondees, agents, principals and contractors employed or engaged by the Bi-directional Service Provider in connection with or relating to this agreement.

Bi-directional Service Provider Repeated Breach means, for the Bi-directional Service Provider:

- (a) **(five or more breaches)** 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 Bi-directional Service Provider of each individual breach (irrespective of whether the Bi-directional Service Provider 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 “Bi-directional Service Provider Non-Financial Breach”);
- (b) **(breach lasting more than three months)** a breach of any one or more of the following, of which Powerlink has provided notice to the Bi-directional Service Provider, 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 “Bi-directional Service Provider Non-Financial Breach”);
- (c) **(five or more Technical Breaches)** five or more Technical Breaches, within any consecutive 12 month period during the Term, of which Powerlink has provided notice to the Bi-directional Service Provider of each individual breach

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(irrespective of whether the Bi-directional Service Provider remedied the breach); or

- (d) **(Technical Breach lasting more than three months)** a Technical Breach of which Powerlink has provided notice to the Bi-directional Service Provider that lasts for more than three months without being remedied.

Bi-directional Service Provider Switchyard means the Bi-directional Service Provider switchyard containing the Powerlink Assets, as approximated in Diagram 2 (“Asset Boundaries at Bi-directional Service Provider Site Substation”) of Schedule 1 (“Powerlink Assets”).

Bi-directional Service Provider Works has the meaning given Schedule 2 (“Works”).

Bi-directional Service Provider Works Change has the meaning given in item 4.4 (“Bi-directional Service Provider Works Change”) of Schedule 2 (“Works”).

Bi-directional Unit means Bi-directional Unit or Units described in item 5 of Schedule 1 (“Powerlink Assets”).

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.

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,

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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 Unit Back Energisation Date.

Complete, for the Powerlink Works, means the Powerlink Works are constructed and commissioned such that they are ready, able and capable of Back Energising a relevant Bi-directional Unit irrespective of whether actual physical Back Energisation occurs because the Bi-directional Service Provider has not completed the Bi-directional Service Provider Works or due to any delay, act, omission, breach, or default of the Bi-directional Service Provider, 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 this agreement);
- (b) **(information)** any information, data, documents or other material that is supplied directly to or received directly by one party from the other 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 Bi-directional Service Provider that complies with item 2.6 (“Bi-directional Service Provider to provide Construction Release before commencement of interface work”) 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.

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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.

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

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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.

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

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 losses)** 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 Bi-directional Service Provider 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.

Eligible Financial Institution means a financial institution that is either a specialist surety insurer, or a specialist division of a large insurance company, and which is the holder of a current licence issued by the Australian Prudential Regulation Authority.

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) **(Bi-directional Service Provider breach)** any act, omission, breach or default caused or contributed to by the Bi-directional Service Provider, its agents,

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employees and contractors, whether or not such failure is a breach of this agreement;

- (b) **(FM affecting Bi-directional Service Provider)** a Force Majeure Event affecting the Bi-directional Service Provider's ability to comply with its obligations under this agreement;
- (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 Approvals") of 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) **(Bi-directional Service Provider change)** any Bi-directional Service Provider 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 (Table 2, Item 2.4 of Schedule 2 ("Works")) except to the extent contributed to by Powerlink;
- (j) **(Bi-directional Service Provider works not ready)** the Bi-directional Service Provider 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 Bi-directional Service Provider before the Start Date or any condition or requirement of a Land and Works Approval which was granted to Powerlink or the Bi-directional Service Provider before the Start Date 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 Bi-directional Service Provider agrees to treat the variation as an Excepted Risk;

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- (m) **(Land and Works Approvals Change)** any Land and Works Approval which was granted to Powerlink or the Bi-directional Service Provider 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 initiated by Powerlink, unless the Bi-directional Service Provider 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 required to be granted to Powerlink or the Bi-directional Service Provider after the Offer to Connect Date to the extent:
 - (i) Powerlink could not have reasonably anticipated at the Offer to Connect Date the new Land and Works 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 Bi-directional Service Provider 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 Bi-directional Service Provider and agreed to by Powerlink;
- (u) **(outage)** an Outage Event occurs;
- (v) **(weather)** Inclement Weather;

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- (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;
- (x) **(contractor interference)** any delay, obstruction or interference caused by any contractor engaged by the Bi-directional Service Provider; 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.

Financial Institution Credit Threshold has the meaning in clause 14.16(a)(i) (“Meaning of Credit Threshold”).

Financial Security means a financial security of the kind described in clause 14.2 (“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”).

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;

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- (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 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.

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 Bi-directional Service Provider engaging in conduct the Bi-directional Service Provider knew would involve negligence or a breach of a duty of care by the Bi-directional Service Provider or where the Bi-directional Service Provider had a reckless disregard whether or not the Bi-directional Service Provider'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.

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Initial Financial Security means the Financial Security referred to by that name in the table in item 3 (“Financial Security Arrangements – clause 14 (“Financial Security”)) 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;
- (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 (“Bi-directional Service Provider 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.

Ipso 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.

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

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 Bi-directional Service Provider”), clause 14.14 (“Change in circumstances of bank providing Financial Security”) or clause 14.15 (“Bi-directional Service Provider may request swap of Financial Security”).

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

Non Regulated Service Charge has the meaning given in clause 11.2 (“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 Bi-directional Service Provider in accordance with the Rules.

Operating Interface Protocol means Powerlink’s operational procedures (agreed to by the Bi-directional Service Provider and Powerlink in accordance with the

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Progress Schedule (Item 2.4, Schedule 2 (“Works”)) to enable electrically safe and efficient operation of the power system and cross boundary interface.

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 a 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.

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.

Performance Security means an agreement to pay on demand issued by an Eligible Financial Institution, and which satisfies the requirements specified in clause 14 (Financial Security).

Powerlink means the person so described in the Details.

PPSA Security Interest has the meaning given in clause 28.16 (“Personal Property Securities Act”).

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Powerlink Assets means the Powerlink Network Assets and the Powerlink DCA, including any assets owned or operated by Powerlink and located in the Bi-directional Service Provider 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”).

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:

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

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 Australian Corporate A 10 Year yield curve (Bloomberg Code: BVCSAE10 and Bloomberg Name: AUD Australia A+ A A-BVAL Yield Curve 10 year) 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 Bi-directional Service Provider 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

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

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

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

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 Bi-directional Service Provider within the meaning of section 50 of the *Corporations Act 2001* (Cth).

Related Company means any person or entity which:

- (a) **(Generator / IRP registered)** is registered as a *Generator* or *Integrated Resource Provider* under the Rules for any Bi-directional Unit;
- (b) **(Schedule 5 Participant)** is a *Schedule 5 Participant* under the Rules for any Bi-directional Unit;
- (c) **(would be required to be registered)** would have been required under the Rules to be a *Schedule 5 Participant* or registered as a *Generator* or *Integrated Resource Provider* for any Bi-directional Unit if another party had not been registered as an Intermediary under the Rules for the relevant Bi-directional Unit; or
- (d) **(bids electricity)** otherwise makes or directs the making of dispatch offers or rebids (under the Rules) in respect of electricity generated by any Bi-directional Unit into the national electricity market.

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

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

Relevant Unit Synchronisation Date means, for each Bi-directional Unit, the later of the following dates (as specified by Powerlink under item 2.3(e) (“Dates for Works (Unit Synchronisation Date)”) of Schedule 2 (“Works”)):

- (a) **(connected)** the date when relevant Bi-directional Unit is physically and electrically connected to the *transmission network* such that it is technically and operationally capable of exporting electricity to the *transmission network*; and
- (b) **(fully compliant)** the date when the Bi-directional Service Provider provides evidence to Powerlink that for the relevant Bi-directional Unit:
 - (i) **(Rules)** it has complied with all applicable provisions of the Rules that authorise the activity in paragraph (a) above; and
 - (ii) **(AEMO)** it is registered with AEMO as a *Generator* under the Rules or another person registers as *intermediary* for the Bi-directional Service Provider and the Bi-directional Service Provider is exempt from the requirements to register under the Rules,

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

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 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:

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- (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 by Powerlink") 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 – clause 14 ("Financial Security")) 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 – clause 14 ("Financial Security")) 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 – clause 14 ("Financial Security")) 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 – clause 14 ("Financial Security")) 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).

SS Node has the meaning given in item 6 ("System Strength Node") of Schedule 1 ("Powerlink Assets").

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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) ("Dates for Works (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 Bi-directional 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 ("Amount of Termination Costs") 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 the purposes

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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 Bi-directional 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 (“Prescribed Service Charges”) of Schedule 6 (“Charges and other amounts”) indicates that the Bi-directional Service Provider 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.

Unit Back Energisation Date, has for the Bi-directional Unit, the meaning given to it in item 2.3(d) (“Dates for Works (Unit Back Energisation Date)”) of Schedule 2 (“Works”).

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

Works means the Powerlink Works and the Bi-directional Service Provider 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 Bi-directional Service Provider”) includes (where relevant) the party’s officers, employees, agents and contractors;

Bi-directional Service Provider Connection and Access Agreement

- (c) **(reference to laws)** a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(singular and plural)** the singular includes the plural and vice versa;
- (e) **(persons)** the word “person” includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (f) **(successors and assigns)** a reference to a person (including a party) includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (g) **(reckoning of days)** if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (h) **(day)** a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (i) **(non business days)** if a payment under this agreement must be made on a stipulated day that is not a Business Day, then the stipulated day will be taken to be the next Business Day;
- (j) **(whole and parts)** a reference to any thing (including 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.

Bi-directional Service Provider Connection and Access Agreement

Schedule 11 – Financial Security

**Bi-directional Service Provider Connection
and Access Agreement
Schedule 12 – Form of Tripartite Deed**

[insert]

Bi-directional Service Provider 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)

DATED (Bi-directional Service Provider):

Executed by [name of Bi-directional
Service Provider] (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)