

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

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

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: [##] 2026

Updated June 2026



#insert name of Bi-directional connection# - Bi-directional Connection and Access Agreement

#insert name of Bi-directional connection# - Bi-directional Connection and Access Agreement

Dated: **#insert#**

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

and

#insert Bi-directional Service Provider name# ABN **#insert ABN#** (**Bi-directional Service Provider**)



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Details

Interpretation – definitions are in Schedule 12 (“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	#insert#
	ABN	#insert#
	Facility Address	#insert#
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 #insert# years from the Charges Commencement Date.	
Date of agreement	The date that the last party signs this agreement - see Signing page	



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General terms

Part A Transmission Services

1 Transmission Services

1.1 Provision of and acceptance of Transmission Services

On and from the Relevant Unit Ready-to-Generate 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

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

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 of and acceptance of Transmission Services”).

1.4 Transmission Network Connection Point 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 (IUSA)* but excluding a *designated network asset (DNA)*) is subject to an ‘open access’ connection and access regime;
 - (ii) a DNA is not subject to ‘open access’ but the process in clause 5.3 (“Establishing or Modifying Connection”) of the *Rules* applies to a



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connection to a DNA and access to a DNA (including the provision of *DNA services*) is governed by the *access policy* that applies to the DNA;

- (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 <Choice: insert where relevant>¹ Access Policy

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 11 (“<choice: insert where relevant> Access Policy Principles”);
- (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 (“Access Policy Principles”), 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 11 (“<choice: insert where relevant> Access Policy Principles”). <End choice>

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):



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- (a) (**contingency event**) one or more Contingency Event affecting the transfer of electricity at the Transmission Network Connection Point or through the Powerlink Assets;
- (b) (**constraints**) a constraint on the *transmission network* or the Powerlink Assets;
- (c) (**legal**) the existence of a court order or any order or direction made by an Authority under the Electricity Laws;
- (d) (**technical breach**) a Technical Breach under clause 6.8 (“Other non-compliance (non-material)”); or

<Choice: insert where relevant>²

- (e) (**Powerlink Minimum Land Access Requirements**) Powerlink not having the benefit or use of the Powerlink Minimum Land Access Requirements or Substation Bench Requirements; or <End choice>

<Choice: insert where relevant>³

- (f) (**Easement**) as required to exercise Powerlink’s rights under the Easement. <End Choice>

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

3.1 Generally

- (a) The parties must comply with their respective obligations under Schedule 2 (“Works”).
- (b) The Bi-directional Service Provider acknowledges and agrees that Back Energisation cannot occur if the Back Energisation Works Approvals have not been provided by the Bi-directional Service Provider to Powerlink;
- (c) **<Choice: insert where relevant>**⁴ Subject to clause 3.1(d) (“Generally”) **<End choice>**, the provisions of Schedule 2 (“Works”) commence on and from the Start Date and end on the later of:
 - (i) **(Powerlink Completion Date)** Completion Date (without limiting any rights or obligations under Schedule 2 (“Works”) which have accrued before that date); or
 - (ii) **(Bi-directional Service Provider Works completion)** completion of the Bi-directional Service Provider Works, including Back Energisation of the Bi-directional Unit,(the “**Schedule 2 End Date**”).

<Choice: insert where relevant>⁵

- (d) Despite clause 3.1(c) (“Generally”), those aspects of Schedule 2 (“Works”) required to give effect to clause 3.2 (“Substation Bench”) survive the Schedule 2 End Date and continue to apply at all times during the Term.

3.2 Substation Bench

- (a) The Bi-directional Service Provider must:
 - (i) **(Schedule 8)** comply with Schedule 8 (“**<choice: insert where relevant>** Substation Civil Design and Construction Requirements”); and
 - (ii) **(Generally)** design and construct the Substation Bench in accordance with this agreement and so that, on the Bench Handover Date, it complies with the Powerlink Standards and the Bi-directional Service Provider Design.



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- (b) The Bi-directional Service Provider warrants to Powerlink that the Substation Bench, at the Bench Handover Date:
 - (i) **(design life)** has been designed to achieve a service life of 40 years; and⁶
 - (ii) **(fit for purpose)** will be fit for its intended purpose, as reasonably ascertainable from this agreement.

- (c) If a Defect arises or is found in the period of 12 months commencing on and from the date that Powerlink accepts hand over of the Substation Bench in accordance with this agreement, the Bi-directional Service Provider must pay Powerlink's costs of rectifying such Defect so that it complies with the Powerlink Standards and Bi-directional Service Provider Design, and such amounts will be a debt due and payable by the Bi-directional Service Provider within 10 Business Days of a valid invoice issued by Powerlink for those costs.
<End choice>



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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 (“Inspection and Testing”) of the *Rules* 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 Relevant Laws.

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



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(“Self-disconnection”) for an extended period without transferring electricity at the Asset Boundary.

- (d) In performing its obligations under this clause 6.1 (“Self-disconnection”), 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*, 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 6.2 (“Emergency disconnection”), 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 the *power system security* or the damage to the *transmission network* or the Powerlink Assets.

6.4 Disconnection for Technical Breach

- (a) Powerlink may disconnect the Powerlink Assets (including by disconnection at the Asset Boundary) or refuse to commission the Powerlink Works or connect the 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:



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- (i) (**Powerlink's assets**) the Powerlink Assets; or
 - (ii) (**network**) the operation of the *transmission network*; or
 - (iii) (**users**) other users of the *transmission network*.
- (b) In exercising its rights under this clause 6.4 ("Disconnection for Technical Breach"), 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);
- (c) (**remedy timeframe**) the reasonable period of time in which Powerlink considers the Technical Breach must be remedied; and
- (d) (**where Bi-directional Service Provider 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").

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 electricity 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*;



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

6.8 Other non-compliance (non-material)

- (a) If a Technical Breach is not likely to have the material adverse effect referred to in clause 6.4 (“Disconnection for Technical Breach”), Powerlink may, by notice to the 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 Technical Breach, mitigate the effects of the Technical 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”).



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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 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(a)(i)(B) (“Termination by Powerlink”);
- (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

7.1 General

The parties must comply with:

- (a) Schedule 4 (“Operational procedures”); and
- (b) <Choice: insert where relevant>⁷ Schedule 9 (“<choice: insert where relevant> Operational Arrangements for Land Access”). <End choice>

7.2 <Choice: insert where relevant>⁸ Easement

- (a) The Bi-directional Service Provider:
 - (i) **(Registration)** must register the Easement, and any variations to the Easement or any replacement Easement, in accordance with the Progress Schedule;
 - (ii) **(Compliance)** must ensure the Easement (or any replacement Easement) is in place for the Term and comply with the Easement (or any replacement Easement) for the Term; and
 - (iii) **(no Back-Energisation)** agrees that the Bi-directional Unit will not be Back Energised until the Bi-directional Service Provider’s Easement registration obligations under items #insert# of the Progress Schedule have been completed.
- (b) Powerlink must provide the Bi-directional Service Provider with reasonable assistance in a timely manner to enable the Bi-directional Service Provider to register the Easement, and any variations to the Easement or any replacement Easement. <End Choice>

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;
-



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- (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* and assist in achieving the *system 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 isolated *regions* or partly combined *regions*, *intra-regional transmission* break-up, or *cascading outages*, 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"):

- (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.



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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 Relevant 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 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.

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 ("Metering") 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*).



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10.2 Rule provisions

In this agreement, and for the purpose of any relevant obligations under Chapter 7 (“Metering”) 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”).

10.3 Metering installation responsibilities

- (a) The *Metering Coordinator* for a *metering installation* must:
 - (i) **(provide and maintain)** provide, install and maintain that *metering installation* or procure a *Metering Provider* to do it; and
 - (ii) **(Rules)** comply with any relevant obligations under the *Rules*.
- (b) Where a party is the owner of equipment forming part of a *metering installation*, that party must, at its cost:
 - (i) **(maintain and test)** maintain and test its equipment to ensure that it meets the necessary standards; and
 - (ii) **(compliance)** if required by the *Metering Coordinator*, provide evidence of compliance.
- (c) The parties acknowledge that the *metering installation* may be tested under the *Rules* by the *Metering Coordinator* or by *AEMO*, and that such testing may involve interruption of Transmission Services to the Transmission Network Connection Point.

10.4 Metering Installation technical specifications

The technical specifications (including any applicable metering loss factors) and allocation of responsibility for each *metering installation* are specified in Schedule 5 (“Metering”).



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Part E Financial terms

11 Charges

11.1 Commencement of Charges

On and from the Charges Commencement Date, Powerlink will charge the Bi-directional Service Provider, and the Bi-directional Service Provider must pay to Powerlink, the Charges for:

- (a) the provision of the Transmission Services; and
- (b) 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 11.12 (“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 11.12 (“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 service* 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:

- (a) (**specific information**) the items specified in Schedule 6 (“Charges and other amounts”); and
- (b) (**other information**) 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 the Charges

The Bi-directional Service Provider acknowledges and agrees that Powerlink may vary:

- (a) (**Charges**) the Charges; or
- (b) (**methodology**) the way it works out the Charges,

to the extent necessary, to reflect:

- (c) (**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;
- (d) (**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;
- (e) (**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
- (f) (**agreed change**) any variation agreed under clause 11.13 (“Review of Negotiated Service Charges”).

11.7 Notice of variation to the Charges

Powerlink agrees to give the Bi-directional Service Provider notice of any changes to Charges under clause 11.6 (“Varying the Charges”) before the change takes effect. A



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notice under this clause 11.7 (“Notice of variation to the Charges”) 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:

- (a) (**Charges**) any change to the Charges; or
- (b) (**lump sum**) the amount of any lump sum under clause 11.14 (“Cost Variation and Lump Sum”),

arising out of or in connection with clause 11.7 (“Notice of variation to the Charges”).

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 the Tax Change Event.

11.10 Impact to Financial Security

The Bi-directional Service Provider acknowledges and agrees that, where a change to the Charges occurs under clause 11.7 (“Notice of variation to the Charges”), Powerlink is entitled to vary the Financial Security Amount to reflect the change to the Charges.

11.11 Variations to take effect

The parties acknowledge and agree that any variation to the Financial Security Amount under clause 11.10 (“Impact to Financial Security”) will be deemed effective on the date specified in the notice given by Powerlink to the Bi-directional Service Provider under clause 11.7 (“Notice of variation to the Charges”).

11.12 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.

11.13 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:



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- (i) **(Charges)** Negotiated Service Charges; or
- (ii) **(methodology)** 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 clause 11.13(a) (“Review of Negotiated Service Charges”), 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.

11.14 Cost Variation and Lump Sum

If clause 11.6(e) (“Varying the Charges (cost adjustment)”) applies and requires an increase to the Charge, instead of varying the Charges, Powerlink may:

- (a) **(no consent)** if the increase to the Charge is less than or equal to \$#insert threshold amount#, without the written consent of the Bi-directional Service Provider; or
- (b) **(consent)** if the increase to the Charge is greater than the threshold specified in clause 11.14(a) (“Cost Variation and Lump Sum”), with the written agreement of the Bi-directional Service Provider,

provide the Bi-directional Service Provider a tax invoice for the lump sum amount of the Cost Variation plus Powerlink Profit and Overhead Margin, which the Bi-directional Service Provider must pay 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.

12.2 Payment

Unless this agreement states otherwise, the Bi-directional Service Provider agrees to pay:

- (a) **(monthly)** an invoice issued under clause 12.1 (“Monthly invoice”); or
- (b) **(other)** 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.



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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.

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.



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14 Financial Security

14.1 Provision of Financial Security

To secure the Bi-directional Service Provider's obligations under this agreement, the Bi-directional Service Provider must, on or before the Financial Security Provision Date for each Financial Security Period, provide Powerlink with Financial Security in:

- (a) **(requirements)** accordance with clause 14.2 ("Requirements for Financial Security"); and
- (b) **(amount)** an amount totalling the Financial Security Amount for the relevant Financial Security Period.

14.2 Requirements for Financial Security

All Financial Security provided under this clause 14 ("Financial Security") must:

- (a) **(requirements)** satisfy the requirements specified in the defined term "Financial Security";
- (b) **(period)** be maintained for the Financial Security Period;
- (c) **(generally)** otherwise, be on terms acceptable to Powerlink, acting reasonably; and
- (d) **(form)** be in the form set out in Schedule 13 ("Form of Financial Security"), which the parties agree complies with this clause 14.2 ("Requirements for Financial Security").

14.3 Failure to provide Financial Security

- (a) If the Bi-directional Service Provider does not:
 - (i) **(provision)** provide or have in place any Financial Security by its applicable Security Provision Date;
 - (ii) **(maintenance)** maintain Financial Security in accordance with clause 14.1 ("Provision of Financial Security");
 - (iii) **(expiry)** provide replacement Financial Security in accordance with clause 14.4 ("Expiry of Financial Security"); or
 - (iv) **(replacement)** provide further Financial Security in accordance with clause 14.5 ("Replacement Financial Security"),

then such breach will be taken to be a Bi-directional Service Provider Financial Breach and Powerlink may, in addition to, and without limiting its rights and remedies for such Bi-directional Service Provider Financial Breach, do any one or more of the following until the relevant breach is remedied:

- (v) **(stop works)** stop performing any Powerlink Works;



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- (vi) **(not commence works)** refuse to commence or recommence any Powerlink Works;
 - (vii) **(refuse transmission service)** refuse to provide the Transmission Services; or
 - (viii) **(stop transmission service)** stop providing the Transmission Services.
- (b) If Powerlink:
- (i) **(stop or refuse work)** stops or refuses to commence or recommence any Powerlink Works;
 - (ii) **(stop or refuse transmission service)** refuses or stops providing the Transmission Services; or
 - (iii) **(termination)** terminates this agreement,

for a Bi-directional Service Provider Financial Breach occurring under this clause 14 (“Financial Security”), then Powerlink will have no liability whatsoever to the Bi-directional Service Provider as a result of that stoppage, refusal or termination.

14.4 Expiry of Financial Security

- (a) Subject to clause 14.8 (“Return of Financial Security on provision of further Financial Security for the next Financial Security Period”), 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 that expiry date, provide to Powerlink a replacement Financial Security for the same Financial Security Amount as the Financial Security it replaces.
- (b) Powerlink must return any Financial Security being replaced under clause 14.4(a) (“Expiry of Financial Security”) in exchange for the replacement Financial Security.

14.5 Replacement Financial Security

If Powerlink:

- (a) **(draw)** draws or calls on Financial Security;
- (b) **(revocation)** revokes its approval of a digital bank guarantee platform; or
- (c) **(variation)** otherwise varies the Financial Security Amount as permitted by this agreement,

then the Bi-directional Service Provider must, within 10 Business Days from the date Powerlink takes an action contemplated in clauses 14.5(a) to 14.5(c), 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



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applicable Financial Security Period, at all times, is at least equal to the applicable Financial Security Amount.

14.6 Right to access Financial Security

Powerlink may draw or call on Financial Security:

- (a) in satisfaction of any amounts that are due and payable by the Bi-directional Service Provider to Powerlink under or in connection with this agreement and remain unpaid after the due date for payment; or
- (b) within 5 Business Days of the date on which any Financial Security provided under this clause 14 ("Financial Security") is due to expire and has not been replaced in accordance with clauses 14.4 ("Expiry of Financial Security") and 14.5 ("Replacement Financial Security").

14.7 Other rights

Powerlink's exercise of its rights under:

- (a) (**right to access**) clause 14.6 ("Right to access Financial Security") to draw or call on the Financial Security, regardless of whether Powerlink has any other rights under this agreement in relation to default by the Bi-directional Service Provider, or has exercised any of those rights; or
- (b) (**generally**) this clause 14 ("Financial Security"), or the receipt by Powerlink of all or part of the amount of any 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.

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

Powerlink must, on the applicable Financial Security End Date, after it:

- (a) (**further security**) receives further Financial Security from the Bi-directional Service Provider, for the next Financial Security Period; and
- (b) (**form**) is satisfied that the form of a Financial Security complies with this clause 14 ("Financial Security"),

promptly return the expiring Financial Security to the Bi-directional Service Provider.

14.9 Return of Financial Security

Except to the extent that:

- (a) (**already drawn or called**) Financial Security has been earlier drawn or called upon, and the Financial Security Amount has been received by Powerlink;



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- (b) (**dispute**) there is a dispute that has not been determined in accordance with clause 24 (“Dispute resolution”);
- (c) (**default**) the Bi-directional Service Provider is in default of its obligations under this agreement; or
- (d) (**unfulfilled obligations**) the Bi-directional Service Provider owes any amount to Powerlink under this agreement or has failed to perform any other obligation under this agreement to Powerlink’s satisfaction,

Powerlink must return the Financial Security to the Bi-directional Service Provider promptly on the earlier of:

- (e) (**after expiry**) where this agreement expires, on the day that is 1 month after the last Financial Security End Date; or
- (f) (**after termination**) where this agreement is terminated, on the day that is 3 months after termination of this agreement.

15 Insurance

15.1 Parties to take out insurance

During the Term, each party must, at its own cost, take out, maintain and comply with insurance policies (**Insurance**) covering its risk for liability to the other party for:

- (a) (**property damage**) loss or damage to real and personal property of the other party, 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;
- (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 the other party), 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;
- (c) **<Choice: insert where relevant>**⁹ (**professional indemnity**) in the case of the Bi-directional Service Provider, loss or damage arising out of or in connection with the design work performed by the Bi-directional Service Provider for the Substation Bench for an amount of not less than **\$#insert amount, e.g., \$2m#** which must:
 - (i) (**lost documents**) include provision for loss of documents; and
 - (ii) (**period**) be maintained until the Bench Handover Date and thereafter for a period of 6 years; **<End choice>**



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- (d) **(workers compensation)** workers compensation insurance as required by law; and
- (e) **(motor vehicle insurance)** motor vehicle insurance as required by law.

15.2 Insurance requirements

Each Insurance policy must comply with all applicable laws.

15.3 Evidence of insurance

Each party must provide to the other party a current certificate of insurance on the Notice to Proceed Date and, after that, when requested by the other party from time to time during the Term, to enable the other party to review and be satisfied about the other party'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 non-standard exclusions applicable to the policy;
- (c) **(limits)** the limits of liability under the policy; and
- (d) **(dates)** the commencement and expiry dates and times for the policy.

15.5 Compliance

Each party 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 the other party's written consent; and
- (c) **(notify changes)** notify the other party if:
 - (i) it gives the insurer a notice under the Insurance policy (including a notice of claim) relevant to its interests; or
 - (ii) the insurer intends to change or cancel the Insurance policy where such change or cancellation would significantly reduce the other party's ability to benefit from the Insurance.



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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.

16.2 Duty

As between the parties, the Bi-directional Service Provider:

- (a) **(Bi-directional Service Provider liable)** is liable for and must pay all duty imposed on this agreement;
- (b) **(reimbursement)** agrees to reimburse Powerlink, on demand, for any duty paid by Powerlink on this agreement; and
- (c) **(indemnity)** indemnifies Powerlink for any loss suffered by Powerlink due to any failure by the Bi-directional Service Provider to pay any duty imposed on this agreement.

16.3 Definitions

In clause 16.2 (“Duty”):

- (a) **duty** means any duty, however described, including any interest, penalty or fine; and
- (b) **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:

- (a) **(imposed on supply)** imposed on any Supply made under or in relation to this agreement; and
- (b) **(GST exclusive)** 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),



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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.

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 19.3(c) (“Termination by either party”).

19 Termination

19.1 Termination by Powerlink

Powerlink may terminate this agreement by notice to the Bi-directional Service Provider:

- (a) where the Bi-directional Service Provider:
 - (i) **(Bi-directional Service Provider Breach)** commits a Bi-directional Service Provider Financial Breach or a Bi-directional Service Provider Non-Financial Breach and fails to remedy the breach:
 - (A) **(Bi-directional Service Provider Financial Breach)** for a Bi-directional Service Provider Financial Breach, within 10 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;
 - (ii) **(Bi-directional Service Provider Repeated Breach)** commits a 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;
 - (iii) **(No Notice to Proceed)** does not provide a Notice to Proceed to Powerlink by the Notice to Proceed Sunset Date; and



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- (b) **(failure to acquire approvals)** in accordance with item 7.4 (“No Land and Works Approval”) of Schedule 2 (“Works”).

19.2 Powerlink Default and Termination by the Bi-directional Service Provider

- (a) Where Powerlink has failed to comply with any of its material obligations under this agreement (**Powerlink Default**):
 - (i) **(notice)** the Bi-directional Service Provider may give Powerlink a notice in writing specifying the Powerlink Default that has occurred;
 - (ii) **(cure plan)** where a notice is given under clause 19.2(a)(i) (“Powerlink Default and Termination by the Bi-directional Service Provider”), within a reasonable time after the notice the Bi-directional Service Provider may require, or Powerlink may submit, a cure plan from Powerlink to rectify the relevant Powerlink Default. Where the Bi-directional Service Provider has required a cure plan under this clause 19.2(a)(ii) (“Powerlink Default and Termination by the Bi-directional Service Provider”), Powerlink must submit the cure plan as soon as reasonably practicable;
 - (iii) **(comments)** the Bi-directional Service Provider may, within 10 Business Days of receipt of Powerlink’s cure plan, provide comments on Powerlink’s cure plan submitted under clause 19.2(a)(ii) (“Powerlink Default and Termination by the Bi-directional Service Provider”), and Powerlink must accept any reasonable comments provide by the Bi-directional Service Provider; and
 - (iv) **(no termination)** the Bi-directional Service Provider may not terminate this agreement while Powerlink is complying with the cure plan.
- (b) The Bi-directional Service Provider may terminate this agreement:
 - (i) **(breach)** where Powerlink has failed to comply with any of its material obligations under this agreement and:
 - (A) the Bi-directional Service Provider has given a notice under clause 19.2(a)(i) (“Powerlink Default and Termination by the Bi-directional Service Provider”) and any cure plan under clause 19.2(a)(ii) (“Powerlink Default and Termination by the Bi-directional Service Provider”) has ended or not been complied with in a material respect; and
 - (B) the Powerlink Default has not otherwise been remedied within a reasonable time after receiving a notice from the Bi-directional Service Provider under clause 19.2(a)(i) (“Powerlink Default and Termination by the Bi-directional Service Provider”) and Powerlink has not demonstrated to the Bi-directional Service Provider that Powerlink is using its best endeavours to remedy that failure; or



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- (ii) (**convenience**) for its convenience on or after the Completion Date and before the End Date, by giving Powerlink 6 months' notice and the termination takes effect on the date that is 6 months after the date that Powerlink receives the notice from the Bi-directional Service Provider.

19.3 Termination by either party

Either party may terminate this agreement:

- (a) (**insolvency**) provided the party is not prohibited from doing so under the *Ipsa Facto Laws*, by notice to the other party where the other party is Insolvent. A party who becomes Insolvent must immediately notify the other party;
- (b) (**force majeure**) in accordance with clause 26.8 ("Extended Force Majeure"); or
- (c) (**extension period**) 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.

20 Termination Costs

20.1 Early termination or expiry

If this agreement is terminated before the End Date (other than where this agreement is terminated by the Bi-directional Service Provider due to a Powerlink Default or becoming Insolvent), then (in addition to any other money payable by the Bi-directional Service Provider to Powerlink under this agreement), the Bi-directional Service Provider must pay to Powerlink the Termination Costs.

20.2 Payment of Termination Costs

- (a) 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.
- (b) To avoid doubt, a reference in this clause 20 ("Termination Costs") to "other money payable" means money not included in any amounts payable under clause 20.1 (Early termination or expiry) to ensure no double recovery by Powerlink.

20.3 Genuine pre-estimate of Powerlink's loss

The parties agree that:

- (a) (**Pre Completion Termination Costs**) Pre Completion Termination Costs are, and are intended to be, a reasonable and good faith pre-agreed calculation of the anticipated or actual loss or damage; and



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- (b) **(Post Completion Termination Costs)** Post Completion Termination Costs are, and are intended to be, a reasonable and good faith pre-estimate of the anticipated or actual loss or damage,

in each case suffered or incurred by Powerlink because of the relevant termination event and are not a penalty.

20.4 Void or unenforceable, and indemnity by the Bi-directional Service Provider

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 this clause 20 (Termination Costs) if those termination costs had been enforceable.

20.5 Powerlink's right of recovery

Nothing in this clause 20 ("Termination Costs") will limit Powerlink's right to recover:

- (a) **(amounts owing)** any amount owing by the Bi-directional Service Provider under this agreement prior to the Termination Date or under clause 21 ("After expiry or termination"); or
- (b) **(damages)** Damages from the Bi-directional Service Provider in relation to a Bi-directional Service Provider default that occurred prior to the Termination Date.

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:



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- (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 12 (“Billing and payment”), 17 (“GST”), 19 (“Termination”), 20 (“Termination Costs”), 22 (“Liability and indemnity”), 24 (“Dispute resolution”), 25 (“Confidentiality”), 28 (“Intellectual Property”) and 29 (“General”), 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 by Powerlink

- (a) To the maximum extent permitted by law, Powerlink will not be liable for any Damages or Claims of whatever kind suffered or incurred by the Bi-directional Service Provider arising directly or indirectly out of, or in connection with:
 - (i) **(works)** the Bi-directional Service Provider Works;
 - (ii) **(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 clause 19.1(b) (“Termination by Powerlink”);
 - (iii) **(back energisation works approvals)** the Bi-directional Service Provider’s delay in acquiring, or failure to acquire, any Back Energisation Works Approvals;
 - (iv) **(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;
 - (v) **(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”);
 - (vi) **(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)”);
 - (vii) **(automatic disconnection)** the Bi-directional Service Provider failing to comply with clause 6.1 (“Self-disconnection”);
 - (viii) **<Choice: insert where relevant>¹⁰ (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#** or **#Substation Bench Requirements#**; or **<End choice>**



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- (ix) **<Choice: insert where relevant>¹¹ (Easement)** exercising Powerlink’s rights under the Easement; or **<End choice>**
- (x) **(equipment installation)** despite any other clause in this agreement, the Bi-directional Service Provider installing any equipment on the property of Powerlink, except to the extent that the Damages or Claims result from Powerlink’s wilful act or omission.
- (b) Without limiting clause 22.1(a) (“Liability excluded by Powerlink”), subject to clause 22.1(c) (Liability excluded by Powerlink), Powerlink will not be liable (to the maximum extent permitted at law) for any Consequential Loss of whatever kind suffered or incurred by the Bi-directional Service Provider arising directly or indirectly out of, or in connection with, this agreement (including Claims by third parties against the Bi-directional Service Provider for Consequential Loss).
- (c) The exclusion of liability for Consequential Loss contained in clause 22.1(b) (“Liability excluded by Powerlink”) does not apply to the liability of Powerlink:
 - (i) **(liquidated damages)** to pay liquidated damages under item 3.1 (“Powerlink delay”) of Schedule 2 (“Works”);
 - (ii) **(injury, illness or death)** in respect of injury to, or illness or death of, any person; or
 - (iii) **(other)** to the extent that such Consequential Loss is caused by the Wilful Misconduct, Gross Negligence or fraud of Powerlink.

22.2 Limitation of liability of Powerlink

- (a) Subject to clauses 22.1 (“Liability excluded by Powerlink”) and 22.2(b) (“Limitation of liability of Powerlink”), Powerlink’s aggregate liability to the Bi-directional Service Provider for any and all Damages and Claims arising directly or indirectly out of, or in connection with, this agreement, will not (to the maximum extent permitted by law) exceed its Liability Cap.
- (b) Powerlink’s limitation of liability under clause 22.2(a) (“Limitation of liability of Powerlink”) does not apply to any liability of Powerlink for or in respect of:
 - (i) **(injury, illness or death)** Claims for injury to, or illness or death of, any person; or
 - (ii) **(other)** Claims for Damages caused by the Wilful Misconduct, Gross Negligence or fraud of Powerlink.



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22.3 Liability excluded by the Bi-directional Service Provider

- (a) Subject to clause 22.3(b) (“Liability excluded by the Bi-directional Service Provider”), the Bi-directional Service Provider will not be liable (to the maximum extent permitted at law) for any Consequential Loss of whatever kind suffered or incurred by Powerlink arising directly or indirectly out of, or in connection with, this agreement.
- (b) The exclusion of liability for Consequential Loss contained in clause 22.3(a) (“Liability excluded by the Bi-directional Service Provider”) does not apply to the liability of the Bi-directional Service Provider:
 - (i) (**payment obligations**) to pay any amounts under an express provision of this agreement, including to pay the Termination Costs or for Damages under clause 20.4 (“Void or unenforceable, and indemnity by the Bi-directional Service Provider”);
 - (ii) (**injury, illness or death**) in respect of injury to, or illness or death of, any person;
 - (iii) (**indemnity**) under an indemnity provided by the Bi-directional Service Provider under this agreement; or
 - (iv) (**other**) to the extent that such Consequential Loss is caused by the Wilful Misconduct, Gross Negligence or fraud of the Bi-directional Service Provider.

22.4 Limitation of Liability by the Bi-directional Service Provider

- (a) Subject to clauses 22.3 (“Liability excluded by the Bi-directional Service Provider”) and 22.4(b) (“Limitation of Liability by the Bi-directional Service Provider”), the Bi-directional Service Provider’s aggregate liability to Powerlink for any and all Damages and Claims arising directly or indirectly out of, or in connection with, this agreement, will not (to the maximum extent permitted by law) exceed its Liability Cap.
- (b) The Bi-directional Service Provider’s limitation of liability under clause 22.4(a) (“Limitation of Liability by the Bi-directional Service Provider”) does not apply to any liability of the Bi-directional Service Provider for or in respect of:
 - (i) (**payment obligation**) the payment of any amounts under an express provision of this agreement, including the Termination Costs or for Damages under clause 20.4 (“Void or unenforceable, and indemnity by the Bi-directional Service Provider”);
 - (ii) (**injury, illness or death**) Claims for injury to, or illness or death of, any person;
 - (iii) (**indemnity**) an indemnity provided by the Bi-directional Service Provider under this agreement; or



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- (iv) **(other)** Claims for Damages caused by the Wilful Misconduct, Gross Negligence or fraud of the Bi-directional Service Provider.

22.5 Relevant Laws and limitations on liability

- (a) This clause 22 (“Liability and indemnity”) will apply in addition to (and will not limit) any exclusion from, or limitation on, liability a party may be entitled to claim the benefit of under the Relevant Laws.
- (b) 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*.
- (c) 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 Mitigation

A party must take all reasonable steps to mitigate the extent of any Damages or Claims.

22.7 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 of the party making the Claim will be proportionally reduced, taking into account the extent to which it has contributed to the Damages.

22.8 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.

22.9 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



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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.

- (c) If, despite clause 22.9(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 the Bi-directional Unit 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 *Integrated Resource Provider* (as applicable)).

23.3 Non-compliance

A breach of clauses 23.1 (“General Compliance”) or 23.2 (“Bi-directional Service Provider Compliance”) is not grounds for terminating this agreement. This clause 23.3 (“Non-compliance”) 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



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- (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.

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



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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”)).

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 and rules”), 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:



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

- (a) **(good faith)** in good faith for the purposes of carrying out the responsibilities of the expert as contemplated by this clause 24 ("Dispute resolution"); and
- (b) **(agreement)** 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:



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- (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 rules”); or
- (b) **(expert referral)** if, 60 days after referral of the dispute to the expert under clause 24.5 (“Resolution by expert and rules”), the dispute remains unresolved.

24.16 Urgent interlocutory relief

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

24.17 QLD REH Legislation

Despite anything else in this agreement:

- (a) **(dispute)** where a dispute arises between the parties under this agreement; and
- (b) **(overlap)** the subject matter of that dispute also affects a dispute that is the subject of a dispute process specified under the QLD REH Legislation, or a statutory instrument under the QLD REH 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 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;



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- (b) (**advisers**) to its professional consultants and advisers for the purpose of obtaining professional advice, upon obtaining a similar undertaking of confidentiality to that set out in this clause 25 (“Confidentiality”);
- (c) (**financiers**) to any existing or prospective bank or financial institution from whom the party has obtained, or is seeking to obtain, finance, upon obtaining a similar undertaking of confidentiality to that set out in this clause 25 (“Confidentiality”);
- (d) (**compliance**) to the extent that the party reasonably believes disclosure is required to enable the receiving party to comply with obligations under, or exercise rights under, the *Rules*;
- (e) (**public domain**) to the extent that the Confidential Information that is to be disclosed has become generally available to the public, other than as a result of an unauthorised disclosure by either party, 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) **<Choice: insert where relevant>¹² (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”). **<End choice>**

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”),



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without the prior written consent of the other party. A party giving consent under this clause 25.4 (“Consent”) 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) to 25.3(c) (“Disclosure”), 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 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 clauses 25.3(f) (“Disclosure (Ministers)”) or 25.3(g) (“Disclosure (legal requirement)”), then that party must give reasonable notice of the intended disclosure to the other party (including details of the Confidential Information to be disclosed and the third party to whom it is to be disclosed) to the extent that it is legally able to do so.

25.7 Public announcements

Where a party is entitled to make a public disclosure under clause 25.3 (“Disclosure”), or otherwise proposes to make a public announcement about matters related to this agreement, that 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 REH 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 REH Legislation.



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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, provided that the relevant specific impact of the Force Majeure Event was not known to the Affected Party at 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 requires, to the extent that the ability of a party (**Affected Party**) to perform any of its Non-Financial Obligations is adversely affected by a Force Majeure Event.

26.2 Effect of Force Majeure Event

Suspension of any Non-Financial Obligations under clause 26.1 (“Suspension of obligations”) does not affect any rights or obligations that may have accrued prior to the suspension or, if the Force Majeure Event affects only some Non-Financial Obligations, any other obligations or rights of the parties.

26.3 Mitigation of Force Majeure Event

Subject to clause 26.6 (“End of Force Majeure Event”), the Affected Party must use all reasonable endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible, and the other party must cooperate and give such assistance as the Affected Party may reasonably request in connection with the Force Majeure Event.

26.4 Failure to mitigate

The period of suspension under clause 26.1 (“Suspension of obligations”) will exclude any delay in the Affected Party’s performance of those Non-Financial Obligations attributable to a failure by the Affected Party to comply with clause 26.3 (“Mitigation of Force Majeure Event”).

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 affecting it has occurred, or continues to occur, it must:



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

26.8 Extended Force Majeure

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

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

27 Re-negotiating agreement

27.1 Change Event

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

27.2 Notice of Change Event

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

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



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- (b) (**demand**) changes to accommodate increased demand on the *transmission network* or increased transfer of electricity through the *connection assets*; and
- (c) (**add/remove**) the addition of new *connection assets* or the removal of the existing *connection assets*.

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

27.4 Notification

A request under clause 27.3 ("Configuration Changes") must:

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

27.5 Negotiations

Following receipt of a notice given in accordance with clause 27.3 ("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 27.6 ("Disputes"). Nothing in this clause 27.6 ("Disputes") prevents a party from exercising its rights under clause 8.2 ("Dispute Resolution") of the *Rules*.



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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 Intellectual Property

28.1 Background IP

- (a) This agreement does not affect the Intellectual Property Rights in Powerlink’s Background IP or in the Bi-directional Service Provider’s Background IP.

28.2 IP created under this agreement

Any Intellectual Property Rights developed or created:

- (a) **(solely)** solely by one party, including by its employees or contractors, in the course of performance of this agreement belong exclusively to that party; or
- (b) **(jointly)** jointly by the parties in the course of work performed in connection with the Powerlink Works will, upon creation, vest in Powerlink free of all encumbrances and the Bi-directional Service Provider unconditionally assigns to Powerlink all Intellectual Property Rights developed or created jointly in the course of work performed in connection with the Powerlink Works.

28.3 Other IP matters

- (a) If any Intellectual Property Rights in a work belongs to one party, then the Intellectual Property Rights in any modifications or adaptations to that work belong to the party that owns the Intellectual Property Rights in the work.
- (b) Unless otherwise agreed, neither party gives or grants to the other party any licence for the other party to use, copy, modify, adapt or reproduce (**Use**) any Intellectual Property Rights owned by the first party.
- (c) However, nothing in clause 28.3(b) (“Other IP matters”) prevents a party from Using the other party’s Intellectual Property Rights in works as described in clause 28.2 (“IP created under this agreement”) for the sole purpose of developing and creating works under this agreement or in performing its obligations under this agreement.

29 General

29.1 Entire agreement

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



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29.2 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), which the other party may reasonably require to give full effect to this agreement.

29.3 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.

29.4 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.

29.5 Indemnities

- (a) 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.
- (b) Amounts under an indemnity are due and payable within 10 Business Days after Powerlink's written demand for payment.

29.6 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 29.6 ("Severability") has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

29.7 Assignment

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

- (a) (**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;
- (b) (**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



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expertise and financial capability required to exercise rights and carry out obligations of the Proposed Assignor under this agreement;

- (c) **(deed of assignment)** the proposed assignee or transferee enters into a deed of assignment with the Continuing Party, on terms and conditions acceptable to the Continuing Party, acting reasonably; and
- (d) **(financial security)** if the Proposed Assignor is the 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”).
- (e) **<Choice: insert where relevant>¹³ (Easement)** if the Proposed Assignor is the Bi-directional Service Provider, the proposed assignee or transferee has received a transfer of the Easement (or any replacement Easement) or registered a new easement on the same terms as the Easement (or any replacement Easement).
<End Choice>

29.8 Change in Control

- (a) The Bi-directional Service Provider may not undergo a Change in Control without Powerlink’s prior written consent, which may not be unreasonably withheld.
- (b) The Bi-directional Service Provider must provide Powerlink with reasonable prior 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.
- (c) The Bi-directional Service Provider agrees that it is reasonable for Powerlink to withhold its consent if:
 - (i) **(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 the:
 - (A) 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



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- (B) relevant technical expertise or financial capability required to exercise its rights and carry out its obligations under this agreement.

29.9 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.

29.10 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.

29.11 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 29.12 ("Contact details").

29.12 Contact details

The parties contact details for notices are set out in:

- (a) **(general notices)** item 2 ("Contacts for Notices") of Schedule 7 ("Communication Contacts"); and
- (b) **(operations)** item 1 ("Operational Communications") of Schedule 7 ("Communication Contacts").

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

29.13 Deemed receipt of notices

A party is taken to have received a notice:

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



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29.14 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.

29.15 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.

29.16 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 14 ("Form of Tripartite Deed") (or such other form as is agreed by the parties).

29.17 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.

29.18 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.

29.19 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.

29.20 Associates

Each party is responsible for the acts and omissions of its Associates in the performance of obligations of that party under this agreement, as though they were acts and omissions of that party.

29.21 Dictionary

Defined terms in this agreement are contained in Schedule 12 ("Dictionary").



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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 item 4.1 (“Diagram 1 (Transmission Network Connection Point)”) of this Schedule 1 (“Powerlink Assets”). 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 #insert# kV is:

Bi-directional Unit	MW
For the Bi-directional Unit ¹⁴	(Import) For the capability relating to the consumption of electricity to convert into stored energy: #insert# MW
	(Export) For the capability to convert stored energy to produce electricity: #insert# MW

2.2 Energy and Load Forecasts

Unless otherwise agreed in writing by the parties, by 31 October each year the Bi-directional Service Provider must provide to Powerlink:

- (a) annual energy forecasts for the following ten financial years; and
- (b) 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 & responsibilities¹⁵

3.1 Asset Boundary

The Asset Boundary between the Powerlink Assets and the Bi-directional Service Provider’s Facility for the primary system (#insert# kV) is identified in item 4.2



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

3.2 Asset Boundary responsibilities

- (a) 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 #insert# kV line isolator owned by the Bi-directional Service Provider.

- (b) At the Asset Boundary the following responsibilities apply:

- (i) Powerlink owns the landing span up to the point of attachment with the landing beam;
- (ii) Powerlink is responsible for attachment of the landing span to the landing beam;
- (iii) Powerlink will supply and connect the dropper to the landing span; and
- (iv) the Bi-directional Service Provider will own and is responsible for connection of the dropper to the Bi-directional Facility,

as depicted in item 4.2 (“Diagram 2 (Asset Boundaries at Bi-directional Service Provider Site Substation)”) of this Schedule 1 (“Powerlink Assets”).

- (c) 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.

- (d) At the Asset Boundary the following responsibilities apply:

- (i) the Bi-directional Service Provider will own all optic cabling from their equipment up to the Fibre Optic Junction Box;
- (ii) Powerlink will own all OPGW related equipment up to and including the Fibre Optic Junction Box; and
- (iii) 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 item 4.2 (“Diagram 2 (Asset Boundaries at Bi-directional Service Provider Site Substation)”) of this Schedule 1 (“Powerlink Assets”).

- (e) In this item 3.2 (“Asset Boundary responsibilities”) of this Schedule 1 (“Powerlink Assets”), capitalised terms have the meaning set out in item 4.2 (“Diagram 2 (Asset Boundaries at Bi-directional Service Provider Site Substation)”), unless otherwise defined in Schedule 12 (“Dictionary”).

4 Connection Schematic Diagrams

4.1 Diagram 1 (Transmission Network Connection Point)

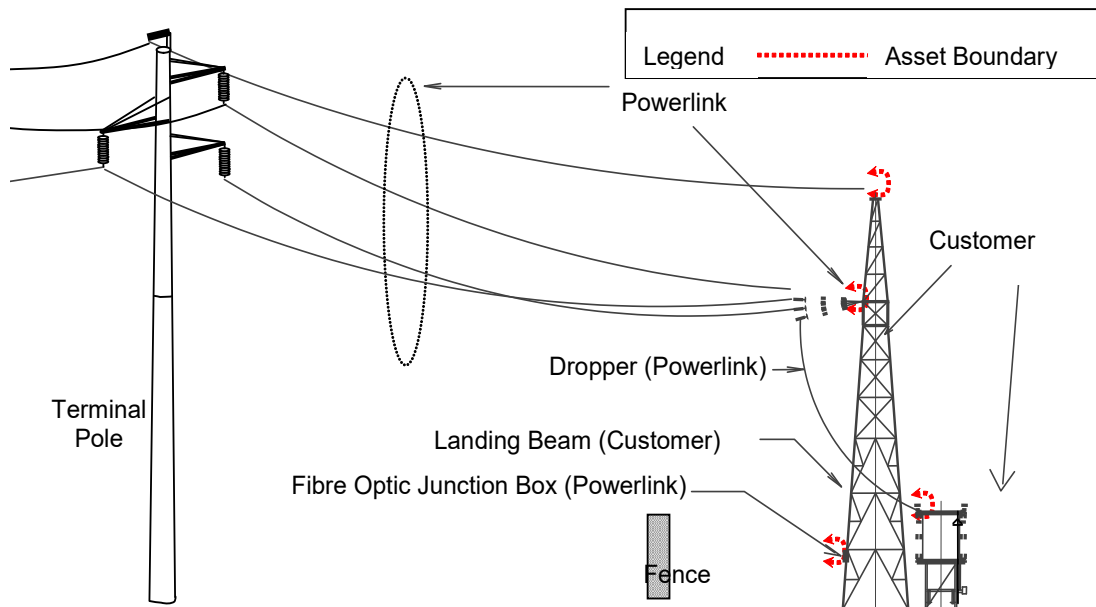
(Item 1 (“Transmission Network Connection Point”) of this Schedule 1 (“Powerlink Assets”).

#insert based on the applicable network/connection configuration and assets#

4.2 Diagram 2 (Asset Boundaries at Bi-directional Service Provider Site Substation)

(Item 3.2 (“Asset Boundary responsibilities”) of this Schedule 1 (“Powerlink Assets”).

#the diagram below is for illustration purposes only and will need to be replaced with a project specific diagram, to be inserted here#¹⁶



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



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6 <Choice: insert where relevant>¹⁷ System strength

The Bi-directional Service Provider's:

- (a) *system strength node* is #insert#;
- (b) *system strength locational factor* is #insert#; and
- (c) *system strength quantity* is #insert#; <End choice>



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Schedule 2 Works

1 Works

1.1 Obligation to construct new works

- (a) Powerlink must undertake the works described as “Powerlink Works” in Table 1 (“Powerlink Works and Bi-directional Service Provider Works”) in item 1.2 (“Division of Responsibilities”) of this Schedule 2 (“Works”), and as otherwise defined in this Schedule 2 (“Works”) (collectively, the “**Powerlink Works**”) in accordance with the terms of this agreement.
- (b) 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”) in item 1.2 (“Division of Responsibilities”) of this 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.
- (c) The following diagrams summarise the scope of the Powerlink Works and the Bi-directional Service Provider Works respectively, in conceptual form:
 - (i) Diagram 1 (“Proposed locality of works”)

#insert diagram#
 - (ii) Diagram 2 (“Proposed single line diagram”)

#insert diagram#

1.2 Division of Responsibilities

The following table provides the scope of the Powerlink Works and the Bi-directional Service Provider Works:

Table 1 – Powerlink Works and Bi-directional Service Provider Works (item 1.1 (“Obligation to construct new works”) of this Schedule 2 (“Works”))¹⁸

#insert table based on the scope of works applicable to the network/connection configuration#

Activity	Powerlink Works	Bi-directional Service Provider Works



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1.3 Bi-directional Service Provider Works Obligations

- (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.
- (c) The DC voltage level at the Bi-directional Facility must be either **<Choice:>**110VDC **<or>** 125VDC. **<End choice>**

<Choice: If Powerlink is providing DCA transmission line insert the following>

- (d) The Bi-directional Facility shall have suitable line isolators (lockable), line-side earth switches (interlocked preferred) and circuit breakers, including the requirement for the **[insert]**kV transformer circuit breaker(s) to have Point on Wave (POW) functionality. **<End choice>**
- (e) The Bi-directional Service Provider must design the Bi-directional Facility and the Bi-directional Service Provider Works in accordance with Australian Design Standard.
- (f) The Bi-directional Service Provider Works must:
 - (i) **(agreement)** comply with all requirements of this agreement;
 - (ii) **(fit for purpose)** be fit for the purpose including, without limitation, the efficient and safe performance by Powerlink of the Powerlink Works;
 - (iii) **(laws and approvals)** comply with all applicable laws and Land and Works Approvals; and
 - (iv) **(standards)** comply with the Powerlink Standards.
- (g) 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:



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- (i) **(review)** 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 works)** Powerlink starting to perform Powerlink Works on or in relation to Bi-directional Service Provider Works.
- (h) The Bi-directional Service Provider must:
 - (i) **(personnel)** make available all Bi-directional Service Provider Personnel needed to perform its obligations under this agreement;
 - (ii) **(capacity)** ensure that all Bi-directional Service Provider Personnel:
 - (A) have the requisite expertise, skills, qualifications and experience necessary to perform their services to a very high standard and with due care and skill;
 - (B) 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
 - (C) 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.
 - (D) **<Choice: insert where relevant>¹⁹** ensure that prior to accessing the Powerlink property on which the Easement is locate, its Bi-directional Service Provider Personnel undertake an induction conducted by Powerlink. **<End Choice>**
 - (iii) **(removal of personnel)** 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:
 - (A) 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; and



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(B) the Bi-directional Service Provider must then immediately arrange for the removal of the relevant person or persons,

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

- (i) The Bi-directional Service Provider Works must comply in all respects with the following Powerlink specifications and standards <Choice: insert where relevant>²⁰, including those standards referred to in Schedule 8 (“<choice: insert where relevant> Substation Civil Design and Construction Requirements”) <End choice> (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:²¹

Powerlink Standard	Document Reference	Title	Applicable Revision	Applicable Sections
SCADA	ASM-STD-AA457182	–SCADA Requirements for Generator Connections	7.0	All
SDE-001	ASM-SPE-A2909809	SDE-001-Substation Electrical Design,	2	Clause 4.4.2 Electrical Clearances in relation to the conductors between the #insert Bi-directional Service Provider site# gantry and the interface structure
SDC-001	ASM-SPE-A5278070	SDC-001 Substation Civil and Structural Design Specification,	7	section 3.2.7 in relation to #insert Bi-directional Service Provider site# gantry design loads and section 3.12



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				Security Fencing
PoC	ASM-SPE-A2757348	SST-258 Proof of Concept	1.3	All
Interface	ASM-FRM-A5169105	Typical Secondary System Interface Block Diagrams for Generator Connection	2	All
	ASM-SPE-A2987169	LME-552.1 Supply of Optical Fibre Ground Wire (OPGW)	2	2.5.1

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**).

2.3 Dates for Works

- (a) In this agreement, for the Powerlink Works:
- (i) (**Target Completion Date**) the Target Completion Date for the Powerlink Works is the date specified in the Progress Schedule as the Target Completion Date, as adjusted under item 2.3(a)(ii) (“Dates for Works (adjustments)”) of this Schedule 2 (“Works”);
 - (ii) (**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);



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- (iii) **(Completion Date)** Powerlink must give the Bi-directional Service Provider a notice within #5# 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);
 - (iv) **(Unit Back Energisation Date)** Powerlink must give the Bi-directional Service Provider a notice within #5# 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);
 - (v) **(Unit Ready-to-Generate Date)** Powerlink must give the Bi-directional Service Provider a notice within #5# Business Days of the Bi-directional Unit achieving its Relevant Unit Ready-to-Generate Date. The “**Relevant Unit Ready-to-Generate Date**” for the Bi-directional Unit means the date stated in the notice for the Bi-directional Unit which may be earlier than the date of the notice itself; and
 - (vi) **(Target Completion Date adjustments)** in assessing adjustments to the Target Completion Date:
 - (A) Powerlink must act reasonably;
 - (B) Powerlink may only extend the Target Completion Date by the period of delay to Completion of the Powerlink Works as a result of a cause of delay listed in item 2.3(a)(ii) (“Dates for Works”) of this Schedule 2 (“Works”);
 - (C) Powerlink will take into account both the cause of the delay and the consequences of that cause;
 - (D) when a cause of delay listed in item 2.3(a)(ii) (“Dates for Works”) of this Schedule 2 (“Works”) 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(a)(ii) (“Dates for Works”) of this Schedule 2 (“Works”) above; and
 - (E) Powerlink can disregard questions of whether:
 - (aa) the relevant Powerlink Works could still reach Completion by the Target Completion Date without an adjustment; or
 - (ab) Powerlink can accelerate the Powerlink Works.
- (b) Powerlink must not extend the Target Completion Date to the extent Powerlink failed to take reasonable steps to mitigate the delay to Completion or the cause of the delay (provided that taking reasonable steps does not require Powerlink to act contrary to its interests or to incur additional Costs).



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2.4 Progress Schedule

- (a) The parties' key obligations and activities and the required timing of their performance for completion of their respective Works are set out in the table below:²²

	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#

- (b) The parties:
- (i) **(compliance)** must use reasonable endeavours to comply with the Progress Schedule; and
 - (ii) **(changes)** may agree from time to time to change the Progress Schedule, where the change is reasonably required to ensure that the Powerlink Works are Complete by the Target Completion Date or to accommodate any change to Powerlink Works under item 5.3 ("Major Works Change") of this 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 5.4 ("Bi-directional Service Provider Works Change") of this Schedule 2 ("Works"), if a party considers that it will not be able to comply with the Progress Schedule, or that party becomes aware of facts or circumstances that are reasonably likely to have a material adverse effect on the other party's ability to perform its obligations under 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 #5# Business Days of a party receiving such a notice to determine the impact on the Progress Schedule and the steps that may be required to ensure that the Powerlink Works are Completed by the Target Completion Date or a date as close to the Target Completion Date as



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possible, including revising and updating any affected milestone dates in the Progress Schedule.

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

- (a) Under item #insert# in the Progress Schedule, the Bi-directional Service Provider must provide Powerlink with a certification about the completion of specified works.²³
- (b) The relevant certification must be given by the Bi-directional Service Provider to Powerlink in the form of a notice (**Construction Release**) from 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) (**droppers**) termination of the Bi-directional Facility droppers;
 - (ii) (**testing**) testing to a state ready for complete testing and commissioning for Back Energisation of the Bi-directional Unit; and
 - (iii) (**pre-tested**) a statement that all equipment to be energised has been fully pre-tested.
- (c) 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.

2.7 Taking load for Back Energisation and up to Relevant Unit Ready-to-Generate Date

For the purpose of enabling the Bi-directional Service Provider to Back Energise the Bi-directional Unit and during the period from Back Energisation of the Bi-directional Unit to its Relevant Unit Ready-to-Generate 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 Bi-directional Unit unless and until the Relevant Unit Ready-to-Generate Date is reached.



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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 3.2(f) (“Scope of liquidated damages (common law damages)”) of this Schedule 2 (“Works”), are the sole remedy under, in relation to and in connection with this agreement for any liability for any failure (howsoever caused or contributed to, including negligence, breach of contract or otherwise) by Powerlink to Complete the Powerlink Works by the Target Completion Date or any other delay to Completion of the Powerlink Works and, to avoid doubt, clause 22 (“Liability and indemnity”) will not apply to the amounts payable under item 3.1 (“Powerlink delay”) of this Schedule 2 (“Works”);
- (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



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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

- (a) If a revision to the Target Completion Date is required under item 2.3(a)(ii) ("Dates for Works") of this Schedule 2 ("Works"), Powerlink must notify the Bi-directional Service Provider and the Co-ordination Committee of a revised Target Completion Date for the Powerlink Works calculated in accordance with item 2.3 ("Dates for Works") of this Schedule 2 ("Works"). Powerlink may also notify the Bi-directional Service Provider and the Co-ordination Committee of any necessary variation to the Progress Schedule, based on a reasonable estimate by Powerlink of the extent to which the event or events referred to in item 2.3(a)(ii) ("Dates for Works") of this Schedule 2 ("Works") affects Powerlink's ability to Complete the Powerlink Works.

4 Excepted Risks

4.1 Excepted Risk regime

- (a) Powerlink may claim a Cost Variation under clause 11.6(e) ("Varying the Charges") or adjust the Target Completion Date under item 2.3(a)(ii) of Schedule 2 ("Works") due to the occurrence of an Excepted Risk affecting the Powerlink Works.
- (b) As soon as reasonably practicable after the occurrence of an Excepted Risk for which a Cost Variation or adjustment to the Target Completion Date may arise, Powerlink must advise the Bi-directional Service Provider in writing of the occurrence of the Excepted Risk and the expected delay to Completion, to the extent known by Powerlink.
- (c) A failure by Powerlink to provide a notice within the timeframe provided in item 4.1(b) of this Schedule 2 ("Works") does not, of itself, invalidate or disentitle Powerlink's claim in respect of that Excepted Risk.
- (d) This item 4 ("Excepted Risks") of this Schedule 2 ("Works") provides additional information for the definition of Excepted Risk.

4.2 Excepted Risk

Excepted Risk means the occurrence of any of the following events:²⁴

- (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 7 (“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) **(works change)** any Major Works Change;
- (f) **(Bi-directional Service Provider works 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, 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 or any condition or requirement of a Land and Works Approval which was granted to Powerlink or the Bi-directional Service Provider is varied after the **#Offer to Connect Date#** to the extent:
 - (i) Powerlink did not anticipate at the **#Offer to Connect Date#** that 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 Condition 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 did not anticipate at the #Offer to Connect Date# that the Approval would be made subject to the different or additional condition or requirement, having regard to Powerlink Assumptions and Powerlink Exclusions; 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 did not anticipate at the #Offer to Connect Date# that the new Approval would be required; and
 - (ii) the new Land and Works Approval was not a result of or made necessary by a change to the Powerlink Works initiated by Powerlink, unless the 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)** Latent Conditions;
- (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 in excess of any allowance in the Powerlink Assumptions;



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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 5.2A.8 (“Access framework for designated network assets 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.

4.3 Powerlink Exclusions

The **Powerlink Exclusions** are the following exclusions from the Powerlink Works:

<Choice: review the list of specific exclusions below and amend them, as required for the specific project>

- (a) any control system interface hardware or software necessary between the Bi-directional Facility and Powerlink’s *substation* the subject of the Powerlink Works;
- (b) connection of *substation* earth grids of the Bi-directional Facility, or any injection testing of the combined earth grid;
- (c) any works within the Bi-directional Facility including within the Bi-directional Service Provider’s *substation*;
- (d) design, installation or testing of any runback, islanding or other specialty schemes;
- (e) provision of any CT or VT signals (including PQM or HSM) to the Bi-directional Facility; and
- (f) any road upgrades other than where Powerlink determines they are required for its own preference, needs or convenience, or required by authorities. <End choice>

4.4 Powerlink Assumptions

In developing the scope and cost estimate for the Powerlink Works, and on which the Charges and Target Completion Date are based, Powerlink has, without limitation of other assumptions, made the following specific assumptions which are the **Powerlink Assumptions**:

<Choice: review the list of specific assumptions below and amend them, as required for the specific project>

- (a) (**where DCA includes existing structure/s**) that the existing structure to be utilised at #insert location/ identifier# is suitable in all respects for the Powerlink Works including, without limitation, its structural strength, its orientation angle,



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its ability to provide adequate clearance and its ability to accommodate a single OPGW;

- (b) (for DCA transmission line) that the length of the transmission line will not exceed #insert XX00m#;
 - (c) (for directly adjacent customer *substation*) 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 Diagram 1 ("Proposed locality of works") and Diagram 2 ("Proposed single line diagram") in item 1.1(c) ("Obligation to construct new works") of this Schedule 2 ("Works");
 - (d) (cut-in IUSA *substation* topography) 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;
 - (e) (**DCA transmission line topography**) 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;
 - (f) (**procurement delays**) that there will be no delay in supply of the following equipment necessary to perform the Powerlink Works from Powerlink's suppliers:
 - (i) #insert key equipment#; and
 - (ii) #insert key equipment#;
 - (g) (**interface works**) that the interface works will be undertaken within normal work hours – 6:30am-6:30pm Monday to Friday;
 - (h) (**Inclement Weather**) that the allowance for Inclement Weather will be #insert# days;
 - (i) (if no geotech studies completed/exist) that the ground conditions are suitable for the construction of standard Powerlink foundations, and no material is found that materially delays the construction of standard foundations (such as hard rock, asbestos or other contamination);
 - (j) (if geotech studies completed/exist) that the sub-surface conditions are consistent with the geotechnical report #insert report reference# <End choice>; and
- <Choice: with regard to Land and Works Approvals, insert project specific assumptions – see examples below for reference>
- (k) (**Land and Works Approvals**) that, for the Land and Works Approvals:
 - (i) there will be no conditions that prevent the site from being fully cleared of vegetation and no resulting restrictions on powerline span length, elevation, or routing;



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- (ii) the location of Powerlink Works, as expected at the Start Date, will be feasible;
- (iii) #other approval/approval condition related assumptions?# <End choice>

5 Changes to Works

5.1 Notice of Change

Powerlink must notify the Bi-directional Service Provider about any change to the Powerlink Works before the change is made.

5.2 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**).

5.3 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.

5.4 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.

6 Co-ordination of Works

6.1 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 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



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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 8 ("Commissioning") of this 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 party's works or the capability to provide Transmission Services when the Powerlink Works are Complete.

6.2 Co-ordination Committee dissolution

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

6.3 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.

6.4 Major changes to works

If the Bi-directional Service Provider consents to a change to the Powerlink Works under item 5.3 ("Major Works Change") of this Schedule 2 ("Works"), the Co-ordination Committee must make appropriate changes to the relevant items mentioned in item 6.1 ("Co-ordination Committee") of this Schedule 2 ("Works").

6.5 Disputes

The parties agree that:

- (a) **(amendments)** this item 6 ("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 6 ("Co-ordination of Works") must be resolved under clause 24 ("Dispute resolution").



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7 Land and Works Approvals

7.1 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#²⁵.
- (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

- (c) 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#²⁶.
- (d) Land and Works Approvals in items #insert# of Table 4 are Back Energisation Works Approvals.

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

7.2 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.

7.3 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-



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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 7.3(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 Powerlink will advise of an Approval Date which will become an Approval Date for the purpose of 7.4(a) (“No Land and Works Approval”) of Schedule 2 (“Works”).

7.4 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, 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 7.4(a) (“No Land and Works Approval”) of this Schedule 2 (“Works”), then the parties must, within 5 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 7.4(c) (“No Land and Works Approval”) of this Schedule 2 (“Works”),

(Critical Land and Works Approval Meeting).

- (c) If, by the date that is 5 months after the later of the initial “Approval Date” in the Progress Schedule and the date of the Critical Land and Works Approval Meeting, either party is still unable to obtain or acquire any of the 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
 - (iii) **(recovery of termination costs)** the provisions of clause 20 (“Termination Costs”) apply.

7.5 Land and Works Approvals

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



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- (a) any ministerial authority, approval, rights, interests and entitlements in land that may be required to complete the Works;
- (b) acquiring all land, easements, Access Rights, rights, interests and entitlements in land and any other property rights, interests or entitlements (including, without limitation, any acquisitions under the *Acquisition of Land Act 1967* (Qld), *Land Titles Act 1994* (Qld) and the *Land Act 1994* (Qld),) which Powerlink determines are required (on terms and conditions acceptable to Powerlink, including, without limitation, as to suitability, usability, accessibility, practicality, location, dimension, safety, surface standard/grade and access) to enable Powerlink to carry out and complete the Powerlink Works for the purposes set out in item 1 (“Works”) of 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);



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- (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.

8 Commissioning

8.1 Rules to apply

The parties agree that, where relevant, clause 5.8 (“Commissioning”) of the *Rules* applies to the commissioning of the Works under this agreement, subject to this item 8 (“Commissioning”) of this Schedule 2 (“Works”).

8.2 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*.

8.3 Refusal to commission or connect

This item 8 (“Commissioning”) of this Schedule 2 (“Works”) 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”).

9 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)

#to insert#



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 Law 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 Service Provider)** 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 carrying out switching in accordance with item 3 ("Scheduled Outages") of this Schedule 4 ("Operational procedures").

- (b) The notification requirements in item 2.3(a) ("Switching on own assets affecting the Transmission Network Connection Point") of this Schedule 4 ("Operational procedures") do not apply to Emergency Switching.

2.4 Switching Sheets

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

2.5 Safe System of Work

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



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

2.6 Emergency Switching

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

2.7 Unilateral Emergency Switching

- (a) Regardless of anything else in this item 2 (“Switching”) of this 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 item 2.7(a) (“Unilateral Emergency Switching”) of this Schedule 4 (“Operational procedures”) as soon as possible after the event.

3 Scheduled Outages

3.1 Outage Plan

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

- (a) (**co-ordinated**) Scheduled Outages are to be co-ordinated between the parties;
- (b) (**minimise**) the number and duration of Scheduled Outages are to be minimised as far as practicable; and



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- (c) (**accommodate**) parties must use all reasonable endeavours to accommodate Scheduled Outages in accordance with the Outage Plan.

3.2 Content of Outage Plan

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

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

3.3 Timing and review of Outage Plan

The parties must use reasonable endeavours to:

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

3.4 Outage request

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

4 Secondary Systems

4.1 Identification - Secondary Systems Asset Boundary

The:



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- (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
 - (iv) **(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

Where one party intends to modify its Secondary Systems and such modification may affect the Secondary System of the other party, both parties must use reasonable endeavours to negotiate the necessary changes. The affected party must not unreasonably withhold its consent or prevent the other party from making modifications to its own Secondary Systems.

5 Communications

The personnel responsible for operational communications between the parties are identified in item 1 (“Operational Communications”) of Schedule 7 (“Communication Contacts”).



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Schedule 5 Metering

1 Revenue Metering System

1.1 Metering responsibilities

- (a) Powerlink is the *Metering Coordinator* (Participant ID PLINKP) for the revenue *metering installation*.
- (b) Powerlink is the *Local Network Service Provider (LNSP)* (Participant ID PLINKP).
- (c) The Bi-directional Service Provider appoints the *financially responsible Market Participant (FRMP)*.
- (d) 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*.
- (e) 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.
- (f) Where the Bi-directional Service Provider initiates a replacement *Metering Coordinator*, then the Bi-directional Service Provider:
 - (i) 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**); and
 - (ii) must pay any Metering Coordinator Change Over Costs within 5 Business Days of receiving a tax invoice from Powerlink for those costs.

1.2 Metering type and devices

- (a) The Metering Type, Maximum Throughput MWh, and CT Ratio Minimum percentage of instantaneous MW for the revenue *metering installation* are specified in the table in item 2.2 ("Metering Specification") of this Schedule 5 ("Metering").
- (b) 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*.
- (c) 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.



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- (d) 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.
- (e) The inspection and testing requirements set out in this Schedule 5 (“Metering”) 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*.
- (f) The Bi-directional Service Provider agrees to Powerlink’s reasonable request for compliance testing outages consisting of normal business hours as required during the day of testing on the frequency specified in the table in item 2.3 (“Metering Inspection and Testing Schedule”) of this Schedule 5 (“Metering”).



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2 Technical Specifications for Metering

2.1 Metering Location

The locations of the Metering Installations are defined in item 4.1 (“Diagram 1 (Transmission Network Connection Point)”) of Schedule 1 (“Powerlink Assets”).

2.2 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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2.3 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.



Schedule 6 Charges and other amounts

1 Charges & Prices

(Clause 11 (“Charges”))

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 \$#insert# 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 \$#insert# 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 following formula:

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



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where:

- 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 that ended just before the Quarter immediately prior to the relevant adjustment date (or the most recent CPI available before the adjustment date, if the adjustment date falls within a Quarter); and
- CPI_{base} = the CPI published for the Quarter ending **<Choice:>#December# <or> #March# <or> #June# <or> #September# <End choice> 202#insert#**.

Worked example (CPI_n):

This worked example is provided for clarity and confirms the intended operation of the definition of CPI_n.

CPI adjustments apply from the first month of each Quarter. For the purposes of the escalation formula in this clause, CPI_n is determined as follows:

- where an adjustment applies for January 2030, CPI_n is the CPI published for the Quarter ending September 2029;
- where an adjustment applies for April 2030, CPI_n is the CPI published for the Quarter ending December 2029;
- where an adjustment applies for July 2030, CPI_n is the CPI published for the Quarter ending March 2030; and
- where an adjustment applies for October 2030, CPI_n is the CPI published for the Quarter ending June 2030.

1.5 Prescribed Service Charges

<Choice: insert where relevant>²⁷ The Bi-directional Service Provider has elected to under clause 5.3.4B(b1) (“Application for connection”) of the *Rules* to receive *system strength transmission services* and pay the *system strength charge*. **<End choice>**

(a) Monthly Prescribed Service Charges.

<Choice: 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 (“**<Choice: insert where relevant>** System strength”) of Schedule 1 (“Powerlink Assets”) and Powerlink’s published *system strength unit price*.



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<or, otherwise insert>“Nil at Start Date” <End choice>

- (b) 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.

2 Termination Costs

(clause 20 (“Termination Costs”))

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).	The Construction Termination Costs calculated in accordance with item 2.2 (“Termination Costs payable up to the Completion Date”) (plus GST).
Between the date that is 11 Business Days after the Completion Date and the End Date (inclusive).	Termination Costs calculated in accordance with item 2.3 (“Termination Costs payable after Completion Date”) (plus GST).

2.2 Termination Costs payable up to the Completion Date

- (a) This item 2.2 (“Termination Costs payable up to the Completion Date”) of this Schedule 6 (“Charges and other amounts”) applies between the Start Date and the date that is 10 Business Days after the Completion Date (inclusive).
- (b) If clause 20 (“Termination Costs”) applies, then the parties agree that the amount of Termination Costs payable by the Bi-directional Service Provider to Powerlink will be calculated as the sum of the:
 - (i) Construction Costs;
 - (ii) Termination Works Costs;
 - (iii) Construction Break Costs;



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- (iv) Financing Costs;
- (v) Financing Break Costs;
- (vi) Tenure Related Costs;
- (vii) Consultant's Costs;
- (viii) Powerlink's Internal Costs;
- (ix) Other Powerlink Costs;
- (x) Powerlink's Profit and Overheads Margin; and
- (xi) Foregone Profit Amount,

(Construction Termination Costs).

- (c) Powerlink must take reasonable steps to mitigate the Construction Termination Costs.

2.3 Termination Costs payable after Completion Date

- (a) This item 2.3 (“Termination Costs payable after Completion Date”) of this Schedule 6 (“Charges and other amounts”) applies between the date that is 11 Business Days after the Completion Date and the End Date (inclusive).
- (b) If clause 20 (“Termination Costs”) applies, the Termination Costs payable by the Bi-directional Service Provider to Powerlink is the Present Value of Lost Earnings (PVLE) (plus GST).

3 Financial Security Arrangements

(clause 14 (“Financial Security”))

3.1 Financial Security Amount

The amount of the Financial Security to be provided by the Bi-directional Service Provider under clause 14 (“Financial Security”) in respect of a Financial Security Period must equal the Financial Security Amount corresponding to that Financial Security Period as set out in item 3.2 (“Table – Financial Security Amounts”) and increased, where applicable, in accordance with clause 11.10 (“Impact to Financial Security”).

3.2 Table – Financial Security Amounts

Financial Security Period (first column)	Financial Security Amount (second column)
---	--



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Between the #Start Date/Notice to Proceed Date# ²⁸ (Financial Security Start Date) and the date that is 10 Business Days after the Completion Date (Financial Security End Date) (inclusive) – <u>Initial Financial Security to be given on or before the Start Date (Financial Security Provision Date).</u>	\$#insert#
Between the date that is 11 Business Days after the Completion Date (Financial Security Start Date) and the date that is three months after the End Date (Financial 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 (Financial Security Provision Date).</u>	\$#insert#

4 Maximum Unpaid Amount

For the definition of Bi-directional Service Provider Financial Breach in Schedule 12 (“Dictionary”) the Maximum Unpaid Amount is 2 months’ Charges as defined in clause 11 (“Charges”).

5 Liability caps

For the purposes of clause:

- (a) 22.2(a) (“Limitation of liability of Powerlink”), the Aggregate Cap is \$#insert# million; and
- (b) 22.4(a) (“Liability excluded by the Bi-directional Service Provider”), the Aggregate Cap is \$#insert# million.

6 Required Insurance Amount

For the definition of Required Insurance Amount in Schedule 12 (“Dictionary”), the Required Insurance Amount is \$#insert# million.



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Schedule 7 Communication Contacts

1 Operational Communications

(clause 29.12(b) (“Contact details”))

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	#insert# ²⁹
General Queries	Manager Customer Relations Ph: (07) 3866 1011 Email: cder@powerlink.com.au	#insert#

2 Contacts for Notices

(clause 29.12(a) (“Contact details”))

	Powerlink	Bi-directional Service Provider
Address	33 Harold Street Virginia QLD 4014	#insert#



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Telephone	(07) 3860 2111	#insert#
E-mail	cdcr@powerlink.com.au	#insert#
Contact	Manager Customer Relations	#insert#



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Schedule 8

<choice: insert where relevant>³⁰ Substation Civil Design and Construction Requirements

#Insert#



Schedule 9 ³¹ <choice: insert where relevant> Operational Arrangements for Land Access

1 Land access operating arrangements

1.1 Powerlink Minimum Land Access Requirements

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 7.5(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 Minimise impact on activities

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 (“<choice: insert where relevant> Operational Arrangements for Land Access”) and that these arrangements take precedence over any other land access arrangements between the parties.

1.3 General conditions of Access

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 its 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 (“<choice: insert where relevant> Operational Arrangements for Land Access”) during:
 - (i) construction of the Powerlink Works; and
 - (ii) the provision of Transmission Services; and



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- (c) the Bi-directional Service Provider is to promptly advise Powerlink of any constraint on the use of private access roads for which the Bi-directional Service Provider is 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 Specific conditions of Access

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 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 (e.g., 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 Work 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:
 - (i) and its contractors, maintain separate Work 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; and
 - (ii) will apply these Work 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 No breach if no Access

If Powerlink is unable 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.



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2 Substation access road specifications

- (a) 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".
- (b) The road must be designed:
 - (i) for use under all weather conditions;
 - (ii) to support heavy vehicles with an individual heavy wheel load consisting of an 80kN load for use at any time under all weather conditions; and
 - (iii) 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".
- (c) The overall width of the road must be 8.2 metres being a minimum 6 metres pavement width and 1.1 metres shoulders each side.
- (d) Maximum traffic volumes occur during any *substation* construction activities after which the traffic volumes are very low (ESA 8x103).
- (e) Road Classification (rural) in accordance with "Unsealed Roads Manual - Guidelines to Good Practice" Table 4.1:
 - (i) Level: Local;
 - (ii) Category: C;
 - (iii) Type: V;
 - (iv) Annual Average Daily Traffic (AADT): 20 – 100;
 - (v) Typical Road Type: unsealed;
 - (vi) Annual Average Daily Traffic for *substation* access only; and
 - (vii) Design Speed: 40km/h.
- (f) Typically, Powerlink's minimum standard for unsealed roads is to Main Roads Technical Standard - MRTS05 "Unbound Pavements" as follows:
 - (i) Top wearing surface- minimum 125mm thick material, DMR Type 2.4 Grading 'D', % less than 0,075mm divided by % less than 2.36mm must be in the range 0.2-0.4;
 - (ii) Sub-base - minimum 125mm thick; CBR45 DMR Type 2.3; and



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

<end choice>



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Schedule 10 <Choice: insert where relevant>³² Easement

#insert#



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Schedule 11 <choice: insert where relevant>³³ Access Policy Principles

#insert#



Schedule 12 Dictionary

1 Defined terms

1.1 Defined terms and the *Rules*

- (a) Capitalised terms used in this agreement which are not italicised have the meanings given in item 1.2 (“Dictionary”) of this Schedule 12 (“Dictionary”).
- (b) *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.
- (c) If there is any inconsistency between a term defined in item 1.2 (“Defined terms”) of this Schedule 12 (“Dictionary”) which is also defined in the *Rules*, the definition in item 1.2 (“Dictionary”) of this Schedule 12 (“Dictionary”) will prevail to the extent of the inconsistency.

1.2 Dictionary

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.

<choice: insert where relevant>³⁴ 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. **<end choice>**

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 (“Obligation to construct new 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).

Affected Party has the meaning given in clause 26.1 (“Suspension of obligations”), as the context requires.

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



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Agreed Power Transfer Capability means the *power transfer capability* at the Transmission Network Connection Point, being that specified in item 2.1 (“Agreed Power Transfer Capability”) of Schedule 1 (“Powerlink Assets”) for each of import and export of electricity at the Transmission Network Connection Point, (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 7.4 (“No Land and Works Approval”) of Schedule 2 (“Works”) as set out in the Progress Schedule.

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

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

Australian 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.

Authorisation means any approval, declaration, authorisation, certificate, consent, exemption, filing, licence, notarisation, permit, registration, ruling, statutorily required policy of insurance or waiver (and any renewal or variation of any of them) by or with an Authority.

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:

- (a) any government minister, government or regulatory department, corporation, body, instrumentality or other authority constituted for a public purpose, a holder of an office for a public purpose, a court, tribunal, board or any officer or agent of any of these persons; or
- (b) the System Controller, *AEMC*, *AER* and *AEMO*), or any other person exercising an authority granted to it under a Relevant Law.

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



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Back Energisation Works Approvals means those 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 7.1 (“Land and Works Approvals”) of Schedule 2 (“Works”), where the Facility cannot be Bank Energised until those Works Approvals have been obtained.

<choice: insert where relevant>³⁵ Bench Handover Date means the date that the Substation Bench is handed over by the Bi-directional Service Provider to Powerlink, as confirmed by Powerlink in writing. **<end choice>**

Bi-directional Facility means all plant, equipment, buildings, fixtures, structures and land owned, operated or controlled by the Bi-directional Service Provider (including the Bi-directional Unit) and associated with the Powerlink Assets and the Transmission Network Connection Point from time to time.

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

Bi-directional Service Provider Design means the design proposed by the Bi-directional Service Provider for the Substation Bench and accepted by Powerlink in accordance with the Progress Schedule.

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) **(non-payment of Charges for Transmission Services)** failure by the Bi-directional Service Provider to pay 2 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”));
- (c) **(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”));
- (d) **(Cost Variation and Lump Sum)** a failure by the Bi-directional Service Provider to pay an amount under clause 11.14 (“Cost Variation and Lump Sum”) as and when required by that clause; or
- (e) **(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.



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Bi-directional Service Provider Land and Works Approvals means the Land and Works Approvals required to be obtained by the Bi-directional Service Provider as set out in item 7.1 (“Land and Works Approvals”) of 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 29.7 (“Assignment”);
- (c) **(change in control)** a breach of its obligations under clause 29.8 (“Change in Control”);
- (d) **(works)** a breach of its obligations under Schedule 2 (“Works”);
- (e) **(wilful misconduct/gross negligence)** a breach of any other obligation of the Bi-directional Service Provider under this agreement (other than a Bi-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 the:
 - (i) provision of *transmission services* by Powerlink to other *Transmission Network Users* connected to the Transmission Network and the Powerlink Assets;
 - (ii) security or performance of the Transmission Network, the Powerlink Assets or the *connection assets*;
 - (iii) quality of electricity supplied from the Transmission Network, the Powerlink Assets or the *connection assets* to other Transmission Network Users; or
- (f) **(material breach)** any other breach of this agreement by the Bi-directional Service Provider that has, or is likely to have, a material adverse effect on Powerlink’s rights or obligations under this agreement or at law; or
- (g) **<Choice: insert where relevant>³⁶ (Easement)** a breach of its obligations under clause 7.2 (“<Choice: insert where relevant> Easement”). **<End choice>**
- (h) **<choice: insert where relevant> (enduring Bi-directional Service Provider Works obligations)** any material breach of its obligations under clause 3.2 (“Substation Bench”) such that Powerlink is unable to provide Transmission Services as and when required by the provisions of this agreement. **<end choice>**



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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) **(5 or more breaches)** 5 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) and which the Bi-directional Service Provider has not remedied within a reasonable time – clause 7 (“Operational procedures”), clause 8 (“Maintenance”), clause 9 (“Access to *facilities*”) and paragraph (e) (“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 1 or more of the following, of which Powerlink has provided notice to the Bi-directional Service Provider, where the breach lasts for more than 3 months without being remedied – clause 7 (“Operational procedures”), clause 8 (“Maintenance”), clause 9 (“Access to *facilities*”) and paragraph (e) (“wilful misconduct/gross negligence”) of the definition of “Bi-directional Service Provider Non-Financial Breach”);
- (c) **(5 or more Technical Breaches)** 5 or more Technical Breaches, within any consecutive 12-month period during the Term, which the Bi-directional Service Provider has not remedied within a reasonable time, 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); or
- (d) **(Technical Breach lasting more than 3 months)** a Technical Breach of which Powerlink has provided notice to the Bi-directional Service Provider that lasts for more than 3 months without being remedied.

Bi-directional Service Provider Switchyard means the Bi-directional Service Provider switchyard containing any parts of Powerlink Assets, as approximated in Diagram 2 (“Asset Boundaries at Bi-directional Service Provider Site *substation*”) in item 4 (“Connection Schematic Diagrams”) of Schedule 1 (“Powerlink Assets”).

Bi-directional Service Provider Works has the meaning given item 1.1(b) (“Obligation to construct new works”) of Schedule 2 (“Works”).

Bi-directional Service Provider Works Change has the meaning given in item 5.4 (“Bi-directional Service Provider Works Change”) of Schedule 2 (“Works”).

Bi-directional Service Provider’s Background IP means all Intellectual Property Rights owned by the Bi-directional Service Provider at the Start Date or created or acquired by the Bi-directional Service Provider at any time independent of this agreement and made available to Powerlink for use in connection with this agreement, whether at the Start Date or during the Term.



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

Billing Period means a calendar month.

Boundary Point is as identified in item 4.2 (“Diagram 2 (Asset Boundaries at Bi-directional Service Provider Site Substation)”) of 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; or
- (d) **(licences)** any change to any authority, licence or statutory instrument that regulates the conduct of either party; or
- (e) **(regional energy hubs)** without limiting paragraphs (a) to (d) above, the introduction, operation and amendment of any QLD REH Legislation, including the declaration, amendment, expiry or the revocation (or repeal) of a declaration of a regional energy hub pursuant to the QLD REH Legislation (and including any legislative changes consequential to any QLD REH Legislation or the declaration, to the extent applicable).

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

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

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

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

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

Complete, for the Powerlink Works, means the Powerlink Works are constructed and commissioned such that they are ready, able and capable of Back Energising the 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



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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(a)(iii) (“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”).

Consequential Loss means any:

- (a) (**generally**) loss beyond that which may fairly and reasonably be considered as arising naturally (that is, according to the usual course of things) from the relevant breach;
- (b) (**specifically**) loss, damage, injury or expense (whether direct, indirect or consequential in nature) which constitutes, or arises out of, loss of actual or anticipated revenue or profits, loss of, or interruption to, business, loss of production, loss of opportunity, loss of goodwill, loss of contract, loss of anticipated savings or increased costs of working, loss of capital or financing; or
- (c) (**other**) special, exemplary or punitive damages,

whether or not it was reasonably foreseeable or reasonably within the contemplation of the parties at the Start Date.

Contingency Event means an event affecting the *power system* or one or more *transmission element*, and includes, without limitation, any Scheduled Outages, switching or disconnection carried out by either party in accordance with this agreement.

Continuing Party has the meaning in clause 29.7 (“Assignment”).

Control means:



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- (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.

Construction Break Costs means any Relevant Costs payable by Powerlink to its subcontractors as a result of the termination of or reduction in scope under its subcontracts for work or services no longer required due to the termination of this agreement, including Relevant Costs of mobilisation.

Construction Costs means the following Relevant Costs:

- (a) **(construction and operation)** all design, construction and operational Relevant Costs;
- (b) **(plant and equipment)** the Relevant Cost of all plant and equipment including equipment which will be used to provide the Powerlink Works;
- (c) **(labour)** labour and wages;
- (d) **(mobilisation)** Relevant Costs of mobilisation;
- (e) **(subcontractors)** all amounts payable to Powerlink’s subcontractors; and
- (f) **(advice)** all legal and advisory fees,

excluding the Financing Costs.

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”).



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Construction Termination Costs has the meaning given in item 2.2(b) (“Termination Costs payable up to the Completion Date”) of Schedule 6 (“Charges and other amounts”).

Consultant's Costs means all Relevant Costs for the provision of any services by consultants, excluding any amounts payable to Powerlink’s subcontractors.

Co-ordination Committee means the committee established under item 6.1 (“Co-ordination Committee”) of Schedule 2 (“Works”).

Corporations Act means the *Corporations Act 2001* (Cth).

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 as a result of an Excepted Risk.

CPI means:

- (a) **(CPI All Groups Brisbane)** the Quarterly Consumer Price Index: All Groups - Brisbane index number published by the Australian Bureau of Statistics (publication No. 6401.0); or
- (b) **(other index)** if the index referred to in paragraph (a) ceases to be published, or its basis of assessment is changed such that it no longer accurately reflects changes in the prevailing level of prices substantially in the same manner as it did before the change, the nearest equivalent index as agreed between the parties, or if the parties do not agree, the index nominated by the head of the Australian Bureau of Statistics or its nominee (acting as an expert), whose decision is final and binding.

Damages means all liabilities, injuries, expenses, losses, damages and costs of any nature (including legal costs on a full indemnity basis and whether incurred by or awarded against a party) whether arising under contract, in equity, under statute (to the maximum extent possible), in tort or otherwise.

Defect means any part of the Substation Bench which does not comply with the Powerlink Standards or Bi-directional Service Provider Design, except to the extent caused or contributed to by Powerlink.

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

Directive means any present or future requirement, instruction, direction, condition or order of an Authority (whether formal or informal) which is binding on or expressed to apply to Powerlink or the Bi-directional Service Provider or relates directly or indirectly to the design, construction, operation or maintenance of the Powerlink Assets or the Bi-directional Facility.

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



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DNA has the meaning given in clause 1.5(a)(i) (“Transmission Services”).

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).

<Choice: insert where relevant>³⁷ **Easement** means an easement in the form at Schedule 10 (“<Choice: insert where relevant> **Easement**”) required to be registered by the Bi-directional Service Provider as part of the Bi-directional Service Provider Works, including any variations to that easement agreed between the parties from time to time.
<End choice>

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

Eligible Bank means an Australian Bank or a Foreign Bank.

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

End Date is as set out in the Details, as may be extended in accordance with clause 18.2 (“Automatic monthly extension”).

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

Financial Security means a performance undertaking which:

- (a) **(eligible institution)** is issued by a financial institution that is either an Eligible Bank, specialist surety insurer, or a specialist division of a large insurance company which:
 - (i) has a credit rating of A- (or higher) as determined by Standard and Poor’s (or an equivalent rating from another Acceptable Credit Rating Agency); and
 - (ii) is the holder of a current licence issued by the Australian Prudential Regulation Authority;
- (b) **(irrevocable)** is irrevocable, unconditional and payable on demand without further confirmation from, or reference to, the Bi-directional Service Provider;
- (c) **(location)** either:
 - (i) in the case of a bank guarantee:



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- (A) specifies a location in Brisbane, Sydney or Melbourne where demand is to be given, and payment made on any Business Day; or
- (B) if issued through a digital bank guarantee platform approved by Powerlink, is capable of being presented for payment through that approved digital bank guarantee platform; or
- (ii) can be called upon and proceeds directly deposited to an account nominated to Powerlink in the call notice; and
- (d) (**generally**) otherwise complies with clause 14 (“Financial Security”).

Financial Security Amount, for a Financial Security, is the amount set out in the second column of the table in item 3 (“Financial Security Arrangements”) of Schedule 6 (“Charges and other amounts”) for the applicable Security Period.

Financial Security End Date, for a Financial Security Period, is the Financial Security End Date referred to in the first column of the table in item 3 (“Financial Security Arrangements”) of Schedule 6 (“Charges and other amounts”), applicable to the relevant Financial Security Period.

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

Financial Security Provision Date, for a Financial Security in a Financial Security Period, is the Financial Security Provision Date referred to in the first column of the table in item 3 (“Financial Security Arrangements”) of Schedule 6 (“Charges and other amounts”) applicable to the relevant Financial Security, being the date by which the relevant Financial Security must be provided to Powerlink.

Financial Security Start Date, for a Financial Security in a Financial Security Period, is the Financial Security Start Date referred to in the first column of the table in item 3 (“Financial Security Arrangements”) of Schedule 6 (“Charges and other amounts”), applicable to the relevant Financial Security Period.

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

Financing Break Costs means, to the extent Powerlink obtains external debt to finance the design, construction, operation and maintenance of the Powerlink Works, any Relevant Costs payable by Powerlink to its financiers under its external debt financing arrangements (including in relation to interest rate hedging) as a result of the unwinding or prepayment of amounts owing or outstanding under those financing arrangements.

Financing Costs means to the extent Powerlink obtains external debt to finance the design, construction, operation and maintenance of the Powerlink Works, the Relevant Costs (including all fees, costs and expenses e.g., administrative fees, commitment fees, legal fees and interest) under Powerlink’s external debt financing arrangements (including all such Relevant Costs in relation to interest rate hedging).



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Force Majeure Event means an event, act, occurrence or omission, or combination of them which (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 or pandemic,
- (d) **(response action)** without limiting paragraph (f) below any International, Commonwealth, State or Territory orders, directions, proclamations, determinations, requirements, exercise of (or the invoking of) any emergency powers, change to a law or the introduction of a new law in relation to or in connection with any of the matters referred to in paragraphs (a), (b) and (c) above;
- (e) **(industrial action)** strikes, lockouts, industrial or labour disputes or difficulties, work bans, blockages or picketing;
- (f) **(administrative action)** action or inaction by, or an order, determination, direction or finding of, a court, government or Authority including an injunction or a denial, refusal or failure to grant any authorisation, licence, approval, permit, registration or acknowledgement;
- (g) **(equipment failure)** mechanical or electrical breakdown of any equipment beyond a party's reasonable control;
- (h) **(unplanned outages)** unplanned outages of a party's equipment beyond a party's reasonable control;
- (i) **(supplier failure/delay)** the failure or delay of any manufacturer, supplier or provider of goods, materials, equipment, plant, machinery or services to an affected party to provide those goods or services to that party, where the failure or delay is due to circumstances beyond the reasonable control 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.

Foregone Profit Amount means the amount "A" determined as set out below:

$$A = 8.5\% \times (B - C)$$

where:



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- (a) **B** = \$#insert#; and
- (b) **C** = the aggregate of the Construction Costs, the Termination Works Costs, the Tenure Related Costs, the Consultant's Costs, the Powerlink Internal Costs and the Other Powerlink Costs.

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 that issues the guarantee.

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 relevant party engaging in conduct:

- (a) that it knew would involve negligence or a breach of a duty of care; or
- (b) had a reckless disregard whether its 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 the existence of weather, including but not limited to, heat, storm, wind, hail, lightning, rain, rain-induced flooding, rain-induced ground saturation at or around the Powerlink Works as a result of which it is not safe or not reasonable for Powerlink or Powerlink's contractors from carrying out the Powerlink Works, having regard to the Powerlink Assumptions and Powerlink Exclusions.

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.

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) or similar officer is appointed over the assets or undertaking of that party;



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- (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 to be insolvent.

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

Intellectual Property Rights means all present and future intellectual property rights including copyright, patents, trademarks and designs.

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 sections 415D to 415G, 434J to 434M and 451E to 451H of the *Corporations Act 2001* (Cth).

IUSA has the meaning given in clause 1.5(a)(i) (“Transmission Services”).

Land and Works Approval has the meaning given in item 7.5 (“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:³⁸

- (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#.

Liability Cap means the limitations of liability specified for each party in item 5 (“Liability caps”) of Schedule 6 (“Charges and other amounts”).

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

Major Works Change has the meaning given to that term in item 5.3 (“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”).



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Milestone Date means the dates identified as such in the Progress Schedule.

Minor Works Change has the meaning given in item 5.2 (“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”).

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 the Progress Schedule.

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 by the Bi-directional Service Provider in accordance with the Progress Schedule in item 2.4 (“Progress Schedule”) of 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.

Other Powerlink Costs means any Relevant Costs which in the circumstances were reasonably incurred by Powerlink in the expectation of Completing the Powerlink Works and in performing any Termination Works, including application fees, registration fees, deposits, break costs, cancellation fees, non-refundable deposits and any other 'out of pocket' expenses, not otherwise recovered as Construction Costs, Termination Works Costs, Consultant’s Costs, Tenure Related Costs or Powerlink’s Internal Costs.

Outage Event means where:



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- (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 cannot 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”).

Post Completion Termination Costs means Termination Costs calculated under item 2.3 (“Termination Costs payable after Completion Date”) of Schedule 6 (“Charges and other amounts”).

Powerlink means the person so described in the Details.

PPSA Security Interest has the meaning given in clause 29.17 (“Personal Property Securities Act”).

Powerlink Assets means the Powerlink Network Assets and #the Powerlink DCA# including any assets owned or operated by Powerlink and located in the 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 Assumptions has the meaning given in item 4.4 (“Powerlink Assumptions”) of Schedule 2 (“Works”).

<choice: insert where relevant> **Powerlink DCA** means the Powerlink DCA conceptually identified as such in item 4.1 (“Diagram 1 (Transmission Network Connection Point)”) of 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. <end choice>

Powerlink Default has the meaning given in clause 19.2(a) (“Powerlink Default and Termination by the Bi-directional Service Provider”).

<choice: insert where relevant> **Powerlink DNA** means the assets conceptually identified as such in item 4.1 (“Diagram 1 (Transmission Network Connection Point)”) of Schedule



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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.
<end choice>

Powerlink Exclusions has the meaning given in item 4.3 (“Powerlink Exclusions”) of Schedule 2 (“Works”).

Powerlink IUSA means the assets conceptually identified as such in item 4.1 (“Diagram 1 (Transmission Network Connection Point)”) of 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 Land and Works Approvals means the Land and Works Approvals to be obtained by Powerlink as described in item 7.1 (“Land and Works Approvals”) of Schedule 2 (“Works”).

<choice: insert where relevant> **Powerlink Minimum Land Access Requirements** has the meaning given in item 1 (“Land access operating arrangements”) of Schedule 9 (“<choice: insert where relevant> Operational Arrangements for Land Access”). <end choice>

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

Powerlink Standards has the meaning given in item 1.1(i) (“Bi-directional Service Provider Works Obligations”) of Schedule 2 (“Works”).

Powerlink Works has the meaning given in item 1.1(a) (“Obligation to construct new works”) of Schedule 2 (“Works”).

Powerlink’s Background IP means all Intellectual Property Rights owned by Powerlink at the Start Date or created or acquired by Powerlink at any time independent of this agreement and made available to the Bi-directional Service Provider for use in connection with this agreement, whether at the Start Date or during the Term.

Powerlink’s Internal Costs means all of Powerlink’s internal Relevant Costs.

Powerlink’s Profit and Overheads Margin means an amount equal to 15% of the aggregate of the Construction Costs, the Termination Works Costs, the Tenure Related Costs, the Consultant’s Costs, the Powerlink Internal Costs and the Other Powerlink Costs, or in the case of a Cost Variation, of the lump sum Cost Variation.

PPSA Security Interest has the meaning given in clause 29.17 (“Personal Property Securities Act”).

Pre Completion Termination Costs means Termination Costs calculated under item 2.2 (“Termination Costs payable up to the Completion Date”) of Schedule 6 (“Charges and other amounts”).

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



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Present Value of Lost Earnings (PVLE) means the total earnings foregone by Powerlink due to the termination of the agreement, adjusted to reflect the time value of money, calculated in accordance with the following the formula:

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

where:

- (a) **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 (“Escalation formula for Negotiated Service Charges and Non Regulated Service Charges”) of Schedule 6 (“Charges and other amounts”)). The 85% multiplier reflects the reduction in Powerlink Costs, as Powerlink would no longer be obliged to operate and maintain the Powerlink Assets;
- (b) **n** denotes the number of remaining months in the agreement; and
- (c) **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:

- (d) 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.
- (e) 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%.

- (i) *Step 1: Determine the adjusted monthly charge (C)*

The adjusted monthly charge **C** after applying the 0.85 adjustment factor is: $C = \$192,446 \times 0.85 = \$163,579$

- (ii) *Step 2: Calculate the real discount rate (R)*

The real discount rate is calculated as follows:

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

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

- (iii) *Step 3: Calculating PVLE using the PVLE formula:*



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

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

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

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”).

Proposed Assignor has the meaning in clause 29.7 (“Assignment”).

QLD REH Legislation means any legislation enacted by the Queensland Parliament in relation to regional energy hubs 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”).

<Choice: insert where relevant>³⁹ Reference Document List has the meaning given in Schedule 8 (“<choice: insert where relevant> Substation Civil Design and Construction Requirements”). **<End choice>**

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 11.13 (“Review of Negotiated Service Charges”).

Related Body Corporate means a body corporate that is related to the Customer within the meaning of section 50 of the Corporations Act, and **Related Bodies Corporate** has an equivalent meaning.

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 the Bi-directional Unit;
- (b) **(Schedule 5 Participant)** is a *Schedule 5 Participant* under the *Rules* for the 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*



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Resource Provider for the Bi-directional Unit if another party had not been registered as an *Intermediary* under the *Rules* for the 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 the Bi-directional Unit into the national electricity market.

Relevant Costs means Powerlink’s actual and reasonable costs, charges, expenses and liabilities (excluding Powerlink’s profit and overhead, and including any third-party costs) reasonably and necessarily incurred or committed by Powerlink:

- (a) **(timing)** before the date of termination of this agreement in performing the Powerlink Works; or

- (b) **(course of performance)** in performing the Termination Works,

including any such amount or amounts:

- (c) **(incurred, spent or paid)** incurred, spent or paid (including the amounts of any non-refundable deposits) by Powerlink;

- (d) **(owing or payable)** owing or payable by Powerlink but not yet paid and payment for which cannot be avoided without incurring a penalty (unless Bi-directional Service Provider agrees in writing to pay such penalty);

- (e) **(committed)** that Powerlink has committed to spend or pay and payment for which cannot be avoided without incurring a penalty (unless the Bi-directional Service Provider agrees in writing to pay such penalty); and

- (f) **(otherwise)** that Powerlink is otherwise liable to pay.

Relevant Laws means the National Electricity Law, Electricity Laws, QLD REH Legislation, Transmission Licence, Authorisations, Emissions Requirements and any other legislation, rules, regulations, guidelines, codes, Directives, licence conditions or other regulatory instruments which:

- (a) **(binding)** are directly or indirectly binding on or are expressed to apply to Powerlink or the Bi-directional Service Provider (or both) from time to time; or

- (b) **(relevance)** relate to the Powerlink Assets, the Bi-directional Facility or the Works.

Relevant Unit Ready-to-Generate Date means, for the Bi-directional Unit, the later of the following dates (as specified by Powerlink under item 2.3(a)(v) (“Dates for Works (Unit Ready-to-Generate Date)”) of Schedule 2 (“Works”)):

- (a) **(connected)** the date when the 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



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- (b) **(fully compliant)** the date when the Bi-directional Service Provider provides evidence to Powerlink that for the 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* or *Integrated Resource Provider* 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 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.

<choice: insert where relevant>⁴⁰ Schedule 2 End Date has the meaning given in clause 3.1(c) (“Works Schedule”). **<end choice>**

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

- (a) **(Powerlink Assets)** the transfer of electricity at the Asset Boundary, the Transmission Network Connection Point or by means of the Powerlink Assets;
- (b) **(services)** the parties’ obligations under clause 1.1 (“Provision of and acceptance of Transmission Services”) of this agreement;
- (c) **(network)** the *transmission network*;
- (d) **(Security)** *power system security*; or



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- (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”).

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

<choice: insert where relevant>⁴¹ **SS Node** has the meaning given in item 6(a) (“<Choice: insert where relevant> System strength”) of Schedule 1 (“Powerlink Assets”). <end choice>

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.

<choice: insert where relevant>⁴² **Substation Bench** has the meaning given in Table 1 in item 1.2 (“Division of Responsibilities”) of Schedule 2 (“Works”).

Substation Bench Requirements means the Substation Bench complying with the:

- (a) Powerlink Standards and the Bi-directional Service Provider Design; and
- (b) the warranties specified in clause 3.2(b) (“Substation Bench”). <end choice>

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.

System Controller means the person authorised under Relevant Laws to exercise system control over that part of the power system situated in Queensland (and includes a *System Operator* under the *Rules* in relation to that part of the *power system*).

System Operations Function means a “system operations function or power” as defined in section 119 of the *Rules*.



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

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.

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”).

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 or applicable Electricity Laws.

Tenure Related Costs means all Relevant Costs in relation to or in connection with the procurement, acquisition, negotiation, exercise, registration or compliance with any property tenure (including, freehold land, leasehold land, an easement over land or a licence over land) required for the performance of the Powerlink Works, including:

- (a) **(fees)** any rent, easement consideration, licence consideration and fees;
- (b) **(statutory)** any stamp duty, outgoing, registration fees or other statutory charges;
- (c) **(compensation)** any compensation payable by Powerlink to the relevant owner of the property tenure on account of unavoidable damage to crops and livestock or loss of use of land caused by the performing the Powerlink Works; and
- (d) **(remediation)** the Relevant Cost of any required remediation of the land tenure owned as a result of the performing the Powerlink Works.

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

Termination Costs means the applicable amount set out in item 2 (“Termination Costs”) of Schedule 6 (“Charges and other amounts”).

Termination Date means the date that this agreement is terminated in accordance with its terms.

Termination Works means, if this agreement is terminated, the following works and activities performed by Powerlink after the date of termination and as a consequence of the termination, to:

- (a) **(disconnection)** *disconnect*, dismantle, *decommission* and remove any of the Powerlink Assets and undertake any further *decommissioning*, rehabilitation or



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remediation which Powerlink considers is required in relation to the land the subject of the Powerlink Works; and

- (b) (**reinstatement**) undertake, complete and commission all other work which Powerlink reasonably determines is necessary to allow the *transmission system* to operate in accordance with *good electricity industry practice* and the other requirements of applicable laws following the removal of the Powerlink Works (including any work required to reinstate the *transmission system*).

Termination Works Costs means the Relevant Costs for Powerlink to perform the Termination Works.

Transmission Licence means the licence issued to Powerlink under the Electricity Laws authorising it to operate a *transmission system* in Queensland.

Transmission Network Connection Point (TNCP) is as identified in item 4.1 (“Diagram 1 (Transmission Network Connection Point)”) of Schedule 1 (“Powerlink Assets”).

Transmission Service means:

- (a) **<choice: insert where relevant>**⁴³ for DNA Service 1 and all other *transmission services* (other than in paragraph (b) below), **<end choice>** *power transfer capability* at the Transmission Network Connection Point up to the Agreed Power Transfer Capability; and
- (b) **<choice: insert where relevant>**⁴⁴ 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 (“Minimum three phase fault levels and stability for system strength nodes”) of the *Rules*. **<end choice>**

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

Use has the meaning given in clause 28.3(b) (“Other IP matters”) and **Using** has the corresponding meaning

Wilful Misconduct means any act, omission or failure to act, which the relevant party:

- (a) (**knowledge**) knows to be wrongful or unlawful; or
- (b) (**indifference**) is indifferent as to whether it is wrongful, unlawful or what its consequences might be.



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Works means the Powerlink Works and the Bi-directional Service Provider Works.

1.3 Rules of interpretation

In this agreement:

- (c) **(reference to documents)** a reference to this agreement or another instrument includes any variation or replacement of any of them;
- (d) **(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 and employees;
- (e) **(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;
- (f) **(singular and plural)** the singular includes the plural and vice versa;
- (g) **(persons)** the word “person” includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (h) **(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;
- (i) **(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;
- (j) **(day)** a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (k) **(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;
- (l) **(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 2 or more of them collectively and to each of them individually;
- (m) **(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;
- (n) **(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
- (o) **(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.



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1.4 Headings

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



#insert name of Bi-directional connection# - Bi-directional Connection and Access Agreement

Schedule 13 Form of Financial Security

#insert#



#insert name of Bi-directional connection# - Bi-directional Connection and Access Agreement

Schedule 14 Form of Tripartite Deed

#insert#



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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 #insert#) 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)