

Embedded Generator Connection Agreement

Commercial-in-Confidence

ESSENTIAL ENERGY
ABN 37 428 185 226

[INSERT CUSTOMER NAME]
ABN [Insert]

Dated [Insert]

[INSERT CUSTOMER LOGO]

Source: [Insert]

Contents

1	Definitions and Interpretation	6
1.1	Definitions	6
1.2	General Interpretation	6
1.3	Headings	7
1.4	Requirement to agree on technical Schedules	7
2	Governing Law and Rules	7
2.1	Governing Law	7
2.2	Submission to Jurisdiction	7
2.3	National Electricity Rules and Applicable Regulatory Instruments	8
3	Good Electricity Industry Practice	8
3.1	Obligations	8
4	Conditions for connection of Generator	8
4.1	Rules Requirements	8
4.2	Network Performance Requirements.....	8
4.3	Generator Voice Monitoring Communication Requirements	9
5	Responsibility for Connection Equipment	9
5.1	Provision, Ownership and Operation	9
5.2	Equipment necessary for the connection.....	9
5.3	Equipment to be transferred to Essential Energy	9
5.4	Commissioning.....	9
5.5	Commencement of Clauses.....	9
6	Network Services	10
6.1	Connection Points	10
6.2	Essential Energy's Obligation to Connect.....	10
6.3	Provision of Services	10
6.4	Failure to Achieve Commissioning Date	10
7	Protection and Control Systems	11
7.1	Generator's Obligations	11
7.2	Essential Energy's Obligations	11
8	Metering	12
8.1	Requirements and Arrangements	12
9	Network Reliability and Performance	12
9.1	Power System Performance and Quality of Supply Standards	12
9.2	Standard of Service and Power Transfer Capability	12
9.3	Power Transfer Capability - Generator's Obligations	12
9.4	Power Transfer Capability – Satisfactory Operating State	12
9.5	Power Transfer Capability – Unsatisfactory Operating State	12
9.6	Reduction in Power Transfer Capability	13
9.7	Interruptions to or Constraints on Power Transfer Capability	13
10	Disconnection and Reconnection	13
11	Operating and Asset Management	13
11.1	Operating Protocol	13
11.2	Switching for Planned Works	13
11.3	Switching for Emergency Conditions	13
11.4	Switching for Urgent Work	14

11.5	Generator's Authorised Staff.....	14
11.6	Service and Installation Rules and HV Switching Protocol.....	14
11.7	Safety Information.....	14
11.8	Asset Management Strategies.....	14
11.9	Coordination of Planned Maintenance.....	14
11.10	Requests for Rescheduling of Work.....	15
11.11	Notification of Recall Time.....	15
11.12	Recall of Connection Equipment.....	15
11.13	Minimisation of Outages.....	15
11.14	Interruption or alteration of supply.....	16
11.15	Fault reporting.....	16
11.16	Voltage Management.....	16
11.17	Ancillary Services.....	16
12	Performance and Development.....	16
12.1	Forecasts and Scenarios.....	16
12.2	Reactive Power Capability.....	16
12.3	Meeting of Parties.....	16
12.4	Incidents.....	17
13	Access, Inspection and Testing.....	17
13.1	Rights of Access.....	17
13.2	Records.....	17
13.3	Further Access and Security Arrangements.....	17
13.4	Inspection and Testing.....	17
13.5	Ownership of Land.....	18
14	Information and Records.....	18
14.1	Provision of Technical Data.....	18
14.2	Provision of Information.....	18
14.3	Application of Clauses.....	18
14.4	Records.....	19
14.5	Information about the connection.....	19
15	Audits.....	19
15.1	Right to Audit.....	19
15.2	Audit Notice.....	19
15.3	Conduct of Audit.....	19
16	Force Majeure.....	20
16.1	Effect of Force Majeure Event.....	20
16.2	Definition of Force Majeure Event.....	20
16.3	Notice Obligations.....	20
16.4	Mitigation of Effect of Force Majeure Event.....	21
17	Charges and Payments.....	21
17.1	Charges.....	21
17.2	Settlements.....	21
17.3	Invoices.....	21
17.4	Payments.....	21
17.5	Disputed Invoices.....	21
17.6	Adjustment of Accounts.....	22
17.7	Late or Non-Payment.....	22
17.8	Default Interest.....	22

18	Goods and Services Tax	22
19	Variation of Charges	23
	19.1 Essential Energy's Right to Vary Charges	23
	19.2 Manner of Variation	24
20	Indemnities and Limitations on Liability	24
	20.1 Effect of Legislation	24
	20.2 Exclusion of Implied Warranties	24
	20.3 Limitation of Liability for breach of a consumer guarantee	24
	20.4 Statutory Immunity	25
	20.5 Limitation of Essential Energy's Liability	25
	20.6 Limitation of Liability in Relation to System Operations Functions and Powers	25
	20.7 Limitation of Liability for Matters not within Essential Energy's Control	25
	20.8 Limitation of Liability for Maintenance Outages	25
	20.9 Limitation of the Generator's Liability	25
21	Breach of Agreement	26
	21.1 Default Notice	26
	21.2 Remedies	26
22	Term and Termination of the Agreement	26
	22.1 Term	26
	22.2 Early Termination	26
	22.3 Termination by Essential Energy	27
23	Suspension of Services	27
	23.1 Failure to Pay Invoice	27
	23.2 Default in Performance	27
	23.3 Suspension of Network Services	27
24	Disconnection and Dismantling	28
	24.1 When Disconnection May Occur	28
25	Dispute Resolution	28
	25.1 Amicable Resolution	28
	25.2 Dispute Resolution Procedures	28
	25.3 Continued Performance	28
26	Confidentiality	28
	26.1 General Obligation	28
	26.2 Employees and Representatives	29
	26.3 Compulsory Disclosure	29
27	Publication	29
28	Notices	29
	28.1 Authorised Person	29
	28.2 Forms of Communication	29
	28.3 Operational Communications	30
	28.4 Address	30
	28.5 Notice Takes Effect	30
	28.6 Change of Address	30
29	Financial Capacity and Insurance	31
	29.1 Acceptable Credit Criteria	31
	29.2 Generator's Insurance	31
30	General	32
	30.1 Assignment	32
	30.2 Costs and Outlays	32

30.3	Waiver	32
30.4	Entire <i>Agreement</i>	32
30.5	Amendment of <i>Agreement</i>	32
30.6	Severability	33
30.7	Counterparts	33
Schedule 1 - Details	33	
Schedule 2 - Connection Points	34	
Schedule 3 - Protection, Control and Alarms	36	
Schedule 4 – Metering	37	
Schedule 5 - Charges	38	
Schedule 6 - Technical Data	40	
Schedule 7 - Notices	41	
Schedule 8 - Conditions for Connection of Generators	42	
Schedule 9 – Ancillary Services	45	
Schedule 10 – Records	46	
Schedule 11 - Attachments	47	
Schedule 12 - Definitions	48	
Signing Page	49	

AGREEMENT made on the date appearing on the signing page.

PARTIES ESSENTIAL ENERGY ABN 37 428 185 226
of PO Box 5730, Port Macquarie NSW 2444

AND The Generator listed in Schedule 1 of this Agreement.

INTRODUCTION

1. Essential Energy is registered under Chapter 2 of the National Electricity Rules as a *Network Service Provider* and holds an electricity distributor's licence under the *Electricity Supply Act 1995* (NSW).
2. Essential Energy and the *Generator* have agreed that Essential Energy will provide the *Generator* with *network services*, which may include *connection services*, as appropriate, on the terms set out in this *Agreement*.
3. This *Agreement* is a negotiated connection contract for the purposes of Chapter 5 and 5A of the *Rules*.

THE PARTIES AGREE:

1 Definitions and Interpretation

1.1 Definitions

- (1) In this *Agreement*, unless otherwise defined, italicised words and phrases have the meaning given to them in the *Rules* or in Schedule 12.
- (2) Any definition applying to a word or phrase under Chapter 5A of the *Rules* is not adopted in this *Agreement* where there is an alternative definition appearing in the balance of the *Rules*.

1.2 General Interpretation

In this *Agreement*, unless the context otherwise requires:

- (1) a reference to a recital, clause, paragraph, schedule or attachment is a reference to a recital, clause or paragraph of or schedule or attachment to this *Agreement* and references to this *Agreement* include any schedule or attachment;
- (2) a reference to this *Agreement*, any other agreement or instrument or any provision of any of them includes any amendment, variation or replacement of that agreement, instrument or provision;
- (3) a reference to a statute, ordinance, licence, code or other law includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, licence, code or law;
- (4) a reference to a thing (including, without limitation, an amount) is a reference to the whole and each part of it;

- (5) the singular includes the plural and vice versa;
- (6) the word “person” includes a natural person, firm, body corporate, partnership (whether limited or otherwise), joint venture, trust, an unincorporated association and any government, government body or authority;
- (7) a reference to a person includes a reference to the person's executors, administrators, successors, and substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (8) a reference to one gender includes all genders;
- (9) a reference to an accounting term is to be interpreted in accordance with accounting standards under the Corporations Act 2001, schedule 5 to the Corporations Regulations 1990 and, if not inconsistent with those accounting standards and that schedule, generally accepted principles and practices applied from time to time in Australia;
- (10) if a period of time is specified and the period dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and, if a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (11) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;
- (12) a reference to time is a reference to Sydney time;
- (13) if a word or phrase is specifically defined in this *Agreement*, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (14) “including” and similar expressions are not words of limitation; and
- (15) a provision of this *Agreement* must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the *Agreement* or the inclusion of the provision in the *Agreement*.

1.3 Headings

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

1.4 Requirement to agree on technical Schedules

The parties agree to act in good faith to finalise and agree the completion of the technical Schedules to this *Agreement*.

2 Governing Law and Rules

2.1 Governing Law

This *Agreement* is governed by the law of New South Wales.

2.2 Submission to Jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New South Wales, the Federal Court of Australia (New South Wales district registry) and courts of appeal from them for determining any dispute concerning this *Agreement*.

2.3 National Electricity Rules and Applicable Regulatory Instruments

- (1) Subject to clause 2.3(3), the parties must comply with the *Rules* and with the *applicable regulatory instruments*.
- (2) Subject to clause 2.3(3), to the extent to which there is an inconsistency between the *Rules* or the *applicable regulatory instruments* and this *Agreement*, this *Agreement* prevails.
- (3) If this *Agreement* imposes an obligation on a party and compliance by that party with that obligation would cause that party to breach the *Rules* or the *applicable regulatory instruments* then the party need not comply with that obligation to the extent necessary to avoid breaching the *Rules* or the *applicable regulatory instruments*.

3 Good Electricity Industry Practice

3.1 Obligations

- (1) Essential Energy and the *Generator* must perform their obligations under this *Agreement* in accordance with:
 - (a) good electricity industry practice; and
 - (b) applicable Australian standards.
- (2) If there is at any time any inconsistency between the above requirements, clause 3.1(1)(a) will prevail over clause 3.1(1)(b) to the extent of the inconsistency.

4 Conditions for connection of Generator

4.1 Rules Requirements

- (1) The parties acknowledge that:
 - (a) Schedule 5.2 of Chapter 5 of the *Rules* sets out various requirements and conditions which the *Generator* must satisfy as a condition of *connection* of the *Generator's equipment* to Essential Energy's *network*; and
 - (b) Schedule 5.2 Chapter 5 of the *Rules* permits the parties to agree in this *Agreement* to vary some of those requirements and conditions.
- (2) The *Generator* agrees to comply with Schedule 5.3 of Chapter 5 of the *Rules* as negotiated and set out in Schedule 8.

4.2 Network Performance Requirements

- (1) The parties acknowledge that:
 - (a) Schedule 5.1 of the *Rules* sets out various requirements and conditions which the *Generator* may have to satisfy as a condition of *connection* of the *Generator's equipment* to Essential Energy's *network*; and
 - (b) Schedule 5.1 of the *Rules* permits the parties to agree in this *Agreement* to vary some of those requirements and conditions.
- (2) The *Generator* agrees to comply with Schedule 5.1 of the *Rules* as set out in Schedule 8.

4.3 Generator Voice Monitoring Communication Requirements

- (1) The *Generator* agrees to comply with clause 4.11.3 of the *Rules* and Schedule 8 with regard to *Generator Voice Monitoring Communication Requirements*.

5 Responsibility for Connection Equipment

5.1 Provision, Ownership and Operation

- (1) Essential Energy will be responsible for the provision, operation and maintenance of the *connection equipment* set out in Item 6 of Schedule 2 in order to permit the *Generator* to connect to Essential Energy's *network* in accordance with this *Agreement* and the *Rules*. Essential Energy will own this equipment.
- (2) The *Generator* will be responsible for the provision, operation and maintenance of all other *connection equipment* necessary to connect to Essential Energy's *network* set out in Item 7 of Schedule 2 and comply with all or any requirements set out in Item 7 of Schedule 2.

5.2 Equipment necessary for the connection

- (1) The *Generator* will be responsible for accommodating on its premises, and protecting from harm, any equipment necessary for the *connection*.

5.3 Equipment to be transferred to Essential Energy

- (1) On the *commissioning date*, all interest in the equipment and assets specified in Item 8 of Schedule 2 will be transferred to Essential Energy from the *Generator* at no cost to Essential Energy. Essential Energy will assume responsibility for the operation and maintenance of this equipment from the date of the transfer. The *Generator* will do all things and sign all things necessary to give effect to such transfer.
- (2) Any equipment transferred to Essential Energy under clause 5.3 must be accompanied by an appropriate level of defects liability to cover the equipment for a period of 3 years after it is transferred with the required security, in accordance with the principles and requirements of the NSW Code of Practice – Contestable Works (Code).
- (3) Essential Energy requires the Generators Level 1 Accredited Service Provider (ASP) to guarantee that any equipment transferred to Essential Energy is free from defects or fault and provide the required security under clause 5.3(2) - [Clause 5.2.3(9) Code].

5.4 Commissioning

- (1) The parties must comply with the requirements of clause 5.8 of Chapter 5 of the *Rules* for *commissioning*.

5.5 Commencement of Clauses

- (1) Clauses 6, 7, 8, 9, 10 and 11 of this *Agreement* commence upon the later of the provision and transfer (where required) of the *connection equipment* in accordance with clause 5.3 of this *Agreement* and the completion of Schedules 1 to 9 of this *Agreement* by agreement in writing signed by both parties.
- (2) Clause 17 of this *Agreement* commence upon the later of the completion of Schedules 1 to 9 of this *Agreement* by agreement in writing signed by both parties and the *commissioning date*.
- (3) All other clauses of this *Agreement* not set out in clauses 5.5((1)) and 5.5((2)) commence upon the *commencement date*.

6 Network Services

6.1 Connection Points

- (1) For the purposes of this *Agreement*, the actual point and type of *connection* for each agreed *connection point* to be used by the *Generator* to connect to Essential Energy's *network* is set out in Item 1 of Schedule 2.
- (2) The parties must comply with Schedule 8.

6.2 Essential Energy's Obligation to Connect

- (1) Essential Energy must connect the *Generator's equipment* to Essential Energy's *distribution network* at the *connection point* and allow the *Generator's equipment* to remain connected at each of those *connection points* subject to the terms of this *Agreement*,
- (2) Essential Energy will connect the *Generator's equipment* under clause 6.2(1) as soon as practicable following:
 - (a) the execution by the *Generator* of the Operating Protocol described in clause 11; and
 - (b) the payment by the *Generator* for all or any work undertaken by Essential Energy before the *commissioning date* as set out in Item 11 of Schedule 2 or otherwise agreed by the parties.

6.3 Provision of Services

- (1) Subject to clauses 6.3(2) and 6.4(1) Essential Energy must provide the *Generator* with *network services*.
- (2) Subject to the terms and conditions of this *Agreement*, Essential Energy is not obliged to provide the *Generator* with *network services* unless the *Generator's connection* to Essential Energy's *distribution network* complies with the NSW Service and Installation Rules as amended from time to time.

6.4 Failure to Achieve Commissioning Date

- (1) If completion of the construction of the *connection equipment* so that it is capable of *connecting* the *Generator's generating unit* to Essential Energy's *network* is unlikely to occur by the *commissioning date*, then the *Generator* may provide Essential Energy, at least [insert] *business days* before the *commissioning date*, with a written request for an extension of the *commissioning date*. Consent to an extension of the *commissioning date* by Essential Energy must not be unreasonably withheld or delayed.
- (2) If completion of the construction of the *connection equipment* so that it is capable of *connecting* the *Generator's generating unit* to Essential Energy's *network* is unlikely to occur by the *commissioning date* and:
 - (a) the *Generator* does not provide Essential Energy, at least [insert] *business days* before the *commissioning date*, with a written request for an extension of the *commissioning date* and the *commissioning date* expires; or
 - (b)
 - (i) the *Generator* provides Essential Energy at least [insert] *business days* before the *commissioning date*, with a written request for an extension of the *commissioning date*;
 - (ii) Essential Energy does not consent to an extension of the *commissioning date* within [insert] *business days* of being provided with a written request for an extension under clause 6.4(1); and

- (iii) the *commissioning date* expires,

Essential Energy may terminate this *Agreement*.

7 Protection and Control Systems

7.1 Generator's Obligations

- (1) The *Generator* must procure the provision of protection and control equipment specified in Item 1 of Schedule 3 and must, from time to time, use its reasonable endeavours to agree on parameter settings for that equipment with Essential Energy taking into account the fault levels specified in Item 4 of Schedule 2.
- (2) The *Generator* must procure the maintenance of its Protection Controls and Alarm Equipment so that it continues to operate at the parameter settings agreed under clause 7.1(1) or determined in accordance with clause 7.1(3).
- (3) In the event that the parties are unable to agree on parameter settings for the *Generator's* Protection Controls and Alarm Equipment under clause 7.1(1) the matter will be resolved in accordance with clause 25.
- (4) The *Generator* will notify Essential Energy of any alteration, modification, addition or *change* to the *Generator's facilities* which the *Generator* knows or which the *Generator* reasonably could have determined would have materially affected the parameter settings for the Protection Controls and Alarm Equipment referred to in clauses 7.1(1) or 7.2.
- (5) Notwithstanding any other provision of this Agreement, the *Generator* hereby indemnifies Essential Energy against all or any cost, loss, expense or damage of any nature suffered or incurred by Essential Energy in connection with any claim, demand, action or proceeding made or brought by any person arising from or related to any circumstance where the parameter settings of the Protection Controls and Alarm Equipment referred to in clause 7.1(1) or clause 7.2 were or may have been inappropriate as a result of a breach by the *Generator* of clause 7.1(4).
- (6) The *Generator* acknowledges that Essential Energy's subtransmission protection systems have automatic re-close facilities fitted which do not include synchronisation checking before re-closing. Notwithstanding any other provision of this Agreement, Essential Energy and its employees, agents and contractors are not liable in tort (including negligence), in contract or otherwise to the *Generator* for any loss, damage, injury, claim or expense of any kind suffered by the *Generator* as a result of damage to the *Generator's facilities* as a result of the *Generator's* failure to *disconnect* the *Generator's facilities* in accordance with clause 11.3 in the event of an automatic circuit breaker re-close operation after the clearance of a fault.

7.2 Essential Energy's Obligations

- (1) Essential Energy must provide the protection and control equipment specified in Item 2 of Schedule 3 and must, from time to time, use its reasonable endeavours to agree on parameter settings for that equipment with the *Generator*.
- (2) Essential Energy must maintain its Protection Controls and Alarm Equipment in accordance with the standards determined under clause 7.2(1).
- (3) In the event that the parties are unable to agree on parameter settings for Essential Energy's Protection Controls and Alarm Equipment under clause 7.2(1), the matter will be resolved in accordance with clause 25.

8 Metering

8.1 Requirements and Arrangements

- (1) The *Generator* must have appropriate metering installed that complies with the applicable laws (including the *Rules*).
- (2) The parties must comply with the requirements of Chapter 7 of the *Rules* in relation to *metering*.
- (3) The *Generator* must comply with Schedule 4.

9 Network Reliability and Performance

9.1 Power System Performance and Quality of Supply Standards

- (1) Essential Energy will comply with the *power system* performance and quality of *supply* standards described in Schedule 5.1 of Chapter 5 the *Rules* and in this *Agreement*.
- (2) In the event of an inconsistency between the *power system* performance and quality of *supply* standards described in Schedule 5.1 of Chapter 5 of the *Rules* and this *Agreement*, this *Agreement* will prevail unless compliance with the relevant provision of this *Agreement* would adversely affect the quality or security of *network service* to other *Network Users* (in which case the relevant provision of Schedule 5.1 of Chapter 5 the *Rules* will prevail).

9.2 Standard of Service and Power Transfer Capability

- (1) Essential Energy will provide the standard of service in accordance with clause 5.2.3 of the *Rules* and *power transfer capability* specified in Item 2 of Schedule 2 in relation to each *connection point*.

9.3 Power Transfer Capability - Generator's Obligations

- (1) Subject to clause 9.5, the *Generator* may export or import electricity at each *connection point* at a rate which does not exceed the *power transfer capability* specified in Item 2 of Schedule 2 for that *connection point*.

9.4 Power Transfer Capability – Satisfactory Operating State

- (1) Subject to the other provisions of this *Agreement*, Essential Energy must take reasonable steps to ensure that, when the *power system* is in a *satisfactory operating state*, the *power transfer capability* (between the *Generator's generating unit* and Essential Energy's *distribution network*) at each *connection point* is the *power transfer capability* specified in Item 2 of Schedule 2.

9.5 Power Transfer Capability – Unsatisfactory Operating State

- (1) Essential Energy is under no obligation to ensure any particular level of *power transfer capability* (between the *Generator's generating unit* and Essential Energy's *distribution network*), when the *power system* is not in a *satisfactory operating state*.
- (2) If, notwithstanding the *power system* not being in a *satisfactory operating state* during a given period, the actual *power transfer capability* at a *connection point* during that period exceeds zero for that *connection point* then the *Generator* may take electricity at that *connection point* during that period at a rate which does not exceed the lesser of the actual *power transfer capability* and the *power transfer capability* specified in Item 2 of Schedule 2 for that *connection point*.

9.6 Reduction in Power Transfer Capability

- (1) Following a direction from Essential Energy or AEMO to reduce the level of *power transfer capability*, which may be given at any time, the *Generator* must immediately reduce the level or *power transfer capability* from the *Generator's generating units* to the level reasonably specified by Essential Energy or AEMO.
- (2) If the *Generator* fails to comply with a direction given under clause 9.6(1), or if Essential Energy reasonably considers that it is not practicable to give such a direction, Essential Energy may take any reasonable action to reduce the *power transfer capability* to and from the *Generator's generating units* at the relevant *connection points* to a level which Essential Energy reasonably considers prudent.

9.7 Interruptions to or Constraints on Power Transfer Capability

- (1) Essential Energy must use *good electricity industry practice* to minimise the number and extent of any interruptions to or constraints on the power transfer capability at the *connection points*.
- (2) Essential Energy must use its best endeavours to ensure that interruptions to or constraints on the *power transfer capability* at the *connection points* arising from:
 - (a) faults on Essential Energy's *network*; or
 - (b) the *power system* not being in a *satisfactory operating state*, where restoration to a *satisfactory operating state* is within the control of Essential Energy,

do not exceed 2 days.

10 Disconnection and Reconnection

- (1) The parties must comply with clause 5.9 of Chapter 5 the *Rules* in relation to *disconnection* and *decommissioning*, or any subsequent reconnection of the *connection point*.

11 Operating and Asset Management

11.1 Operating Protocol

- (1) Essential Energy and the *Generator* will agree to an operating protocol to govern the operating of the *connection equipment* and switching equipment and to allocate the obligations to maintain these between the parties (**Operating Protocol**).

11.2 Switching for Planned Works

- (1) Essential Energy and the *Generator* must each:
 - (a) perform *high voltage* switching as requested on their respective *connection equipment* to allow planned maintenance work by the other party; and
 - (b) provide the number of days notice specified in the Operating Protocol to the other party of switching requirements for planned works.

11.3 Switching for Emergency Conditions

- (1) Essential Energy and the *Generator* must have operating staff available to ensure minimal delay in performing *high voltage* switching for each party's *connection equipment* which could be requested at short notice by the other party due to an emergency condition.

11.4 Switching for Urgent Work

- (1) Essential Energy and the *Generator* must have operating staff available to ensure minimal delay in performing *high voltage* switching for each party's *connection equipment* which could be requested at short notice by the other party in order to perform urgent work.
- (2) This clause 11.4 will only apply if a mutually agreed and documented arrangement has been implemented.

11.5 Generator's Authorised Staff

- (1) The *Generator's* authorised staff who are nominated in the Operating Protocol are those of the *Generator's* employees engaged in work on the *Generator's high voltage* electrical apparatus who have been trained, assessed for competence and audited by Essential Energy as being competent to work in accordance with the *Generator's* Electrical Safety Rules.
- (2) Only those authorised staff who have been nominated in the Operating Protocol are permitted to carry out *high voltage* switching
- (3) Subject to clause 11.5(1), the Operating Protocol may be amended by the parties as agreed from time to time.

11.6 Service and Installation Rules and HV Switching Protocol

- (1) The *Generator* must comply with the NSW Service and Installation Rules and with the agreed Operating Protocol.

11.7 Safety Information

- (1) The *Generator* must provide to Essential Energy reasonably detailed information concerning the safety and security of its *connection equipment* to which *representatives* of Essential Energy may require access in order for Essential Energy to fulfil its obligations under this *Agreement*.
- (2) Essential Energy must provide to the *Generator* reasonably detailed information concerning the safety and security of its *connection equipment* to which *representatives* of the *Generator* may require access in order for the *Generator* to fulfil its obligations under this *Agreement*.
- (3) Each party must promptly notify the other party of the existence of any hazard, including any precautions which should be taken, regardless of which party's property the hazard may exist on.
- (4) A party is not required to provide the other party with any information which is subject to legal professional privilege.

11.8 Asset Management Strategies

- (1) The parties agree that they will, in observing *good electricity industry practice*, develop and update asset management strategies, standards and plans covering all *connection equipment*, the performance of which has the potential to impact on the legitimate interests of the other party.
- (2) Each party must make available its asset management strategies, standards and plans for review if requested by the other party.

11.9 Coordination of Planned Maintenance

- (1) The parties must:

- (a) use reasonable endeavours to ensure the coordination of maintenance programs so as to maximise the legitimate interests of all *Network Users*;
- (b) not unreasonably delay or restrict the other party from performing maintenance which is necessary for that party to conform with *good electricity industry practice*; and
- (c) not unreasonably delay or restrict the other party from performing maintenance which forms part of an asset management strategy or plan made available under clause 11.8.

11.10 Requests for Rescheduling of Work

- (1) During the course of any work:
 - (a) Essential Energy will give all reasonable consideration to a request from the *Generator* to reschedule work;
 - (b) Essential Energy will where required advise *AEMO* of any rescheduled work, and where necessary obtain requisite approvals;
 - (c) notwithstanding clause 9, the *Generator* accepts responsibility for all additional and any consequential costs associated with the rescheduling of the work or maintenance;
 - (d) the *Generator* accepts any consequential lower reliability, capability and availability afforded to the *Generator* by the rescheduling of the work; and
 - (e) both parties must use reasonable endeavours to ensure the work is rescheduled so as to be completed at the earliest available opportunity.

11.11 Notification of Recall Time

- (1) Prior to the commencement of any *outage* that has the potential to restrict the capability of a *connection point*, or the surrounding *network*, the party that has requested the *outage* will advise the other party of:
 - (a) the time the *connection equipment* will be recalled; and
 - (b) any expected or potential deficiencies and restrictions which may exist in the *connection equipment* if it were to be recalled prior to the completion of work.
- (2) Where the circumstances advised under clause 11.10(1) change during an *outage*, the *changes* must be reported to the other party as soon as they become known.

11.12 Recall of Connection Equipment

- (1) The return to service of any *connection equipment* at the request of the *Generator* prior to the completion of any work or maintenance will be deemed to be rescheduled work for the purpose of clause 11.10.

11.13 Minimisation of Outages

- (1) The parties will use reasonable endeavours to minimise the duration of any connection equipment outage that impacts or has the potential to impact on the legitimate interests of the other party.

11.14 Interruption or alteration of supply

- (1) Essential Energy may from time to time interrupt the supply to the *Generator*, or may reduce their supply as required to maintain the *network* safety, in accordance with any agreed Operating Protocol, the *energy Law* or asset management plan.

11.15 Fault reporting

- (1) Each party must promptly notify the other party of the existence of any fault identified in the *connection equipment*, regardless of which party's property the fault may exist on, and use reasonable endeavours to rectify the fault once identified.

11.16 Voltage Management

- (1) The *Generator* must ensure that the voltage magnitude at the *Generator's connection point* complies with Item 5 of Schedule 2.

11.17 Ancillary Services

- (1) The *Generator* must take reasonable steps to provide Essential Energy with the *ancillary services* specified in Schedule 9. The parties must comply with Schedule 9.

12 Performance and Development

12.1 Forecasts and Scenarios

- (1) Each party must provide the other party with data, forecasts and aggregate information on scenarios as necessary for assessing past and future performance at the *connection point*, as well as the planning and development of the *network* in accordance with the *Rules*.

12.2 Reactive Power Capability

- (1) The *Generator* must advise Essential Energy at least annually of the *reactive power capability* which the *Generator* intends to make available to Essential Energy to facilitate the *transmission* of real power and maintain acceptable network voltage levels, to the extent that it is not as specified in Item 3 of Schedule 2.
- (2) The *Generator* must advise Essential Energy of any significant *change* in *reactive power capability* at any *connection point*, including the circumstances resulting from the *change*, as soon as possible after such a *change* occurs.
- (3) Essential Energy may only use the information in this clause 12.2 for network planning and development purposes, to assess *connection* and *network capability* and performance and as required under the *Rules*.

12.3 Meeting of Parties

- (1) Subject to clause 12.3(2), the parties must meet when it is mutually agreed, but at least once in each calendar year of the term of this *Agreement*, to:
 - (a) review the performance at the *connection points*; and
 - (b) discuss and resolve in good faith any other issues which may be relevant to the parties' ongoing relationship.
- (2) The parties must meet at more frequent intervals where this is necessary to fulfil their obligations as set out in this *Agreement* and the *Rules*.

12.4 Incidents

- (1) Where a significant incident occurs on either Essential Energy's *network* or within the *Generator's generating unit*, and the incident had or has the potential to impact on either party's ability to fulfil its obligations under this *Agreement*, then the parties must meet as soon as possible after the occurrence of the incident to discuss and resolve any relevant issues and will provide each other with all known information relevant to the incident.
- (2) Within 7 days following the meeting referred to in clause 12.4(1), the party that is responsible for the incident must make available to the other party a written report containing:
 - (a) a description of the incident and its impact;
 - (b) the cause of the incident and any relevant findings; and
 - (c) recommendations to mitigate or prevent a recurrence.

13 Access, Inspection and Testing

13.1 Rights of Access

- (1) A party will not obstruct the other party accessing its property where access is necessary to fulfil that party's obligations under this *Agreement*.
- (2) Situations where access may be necessary to fulfil a party's obligations under this *Agreement* include:
 - (a) to install or remove *connection equipment* necessary for the provision of *network services*;
 - (b) to gain access to *connection equipment* for the purpose of maintenance;
 - (c) to gain access to *connection equipment* for the purpose of operating the *network*; and
 - (d) to gain access to install, inspect or maintain *meters*.

13.2 Records

- (1) An agreed and documented controlled record of the access procedures applying to each site must be kept by both parties. The party that is obliged to provide access must prepare a proposal containing terms and conditions for access of the other party that is both fair and reasonable.

13.3 Further Access and Security Arrangements

- (1) Essential Energy may need to, upon negotiation, access and inspect the *Generator's* electrical installation, operating equipment and relevant protection schemes periodically, to ensure compliance with the relevant maintenance and operating standards.
- (2) The *Generator* will provide access 24 hours per day to allow the operation by Essential Energy of both the *Generator's* and Essential Energy's *high voltage* equipment, if required.

13.4 Inspection and Testing

- (1) The parties must comply with clause 5.7 of Chapter 5 the *Rules* in respect of inspection and testing of *connection equipment*.

13.5 Ownership of Land

- (1) The *Generator* warrants that it will procure an easement in favour of Essential Energy and/or transfer freehold title to Essential Energy, for the land set out in Item 10 of Schedule 2 so as to enable Essential Energy to access and operate Essential Energy *connection equipment* in accordance with this *Agreement* prior to Essential Energy accepting ownership in accordance with clause 5.3.
- (2) Each party must promptly do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to clause 13.5(1).

14 Information and Records

14.1 Provision of Technical Data

- (1) The *Generator* must provide to Essential Energy promptly on request the technical data specified in Schedule 6 and any other technical data of the kinds specified in Schedule 5.5 of Chapter 5 of the *Rules* required by *AEMO* or Essential Energy.
- (2) The parties must:
 - (a) regularly review this technical data to ensure its accuracy is maintained within *good electricity industry practice*; and
 - (b) promptly advise the other party of any material *change* in the data; and
 - (c) where necessary amend this *Agreement* taking into account the impact that any variation in data may have on the legitimate interest of the other party.

14.2 Provision of Information

- (1) The *Generator* must provide to Essential Energy, *AEMO* or a third party in connection with the provision of services under this *Agreement* information specified in Schedule 6 and Schedule 8 as well as any other information required to be produced to a *Network Service Provider* or *AEMO* under the *Rules*.

14.3 Application of Clauses

- (1) In accordance with Schedule 5.2.1(a) of the *Rules*, clauses 4 and 14.1 of this *Agreement* do not apply if:
 - (a) the *Generator's generating units* are exempt from registration in accordance with clause 2.2.1(c) of the *Rules*;
 - (b) Essential Energy considers that the *Generator's generating units* are connected or intended for use in a manner which is unlikely to cause a material degradation in the quality of *supply* to other *Network Users*; and
 - (c) Essential Energy notifies the *Generator* that Essential Energy considers that the *Generator's generating units* are connected or intended for use in a manner which is unlikely to cause a material degradation in the quality of *supply* to other *Network Users*.
- (2) Essential Energy may at any time notify the *Generator* that Essential Energy no longer considers that the *Generator's generating units* are connected or intended for use in a manner which is unlikely to cause a material degradation in the quality of *supply* to other *Network Users*.

- (3) If Essential Energy provides the *Generator* with notice under clause 14.3(2), the *Generator* must provide Essential Energy with the information required under clauses 4 and 14.1 of this *Agreement*.

14.4 Records

- (1) A party must maintain records, data and other information in accordance with Schedule 10 or as otherwise reasonably requested by the other party (**Retained Records**) in sufficient detail to permit the performance of this *Agreement*.
- (2) If a Retained Record is classified under Schedule 10 or otherwise as:
 - (a) a controlled record (for example, a record setting out protection relay settings and operating diagrams) a party must make the Retained Record available to the other party as reasonably requested from time to time;
 - (b) an auditable record (for example a record of *metering data* and maintenance history) a party must make the Retained Record available for audit under clause 15.
- (3) This clause 14.4 survives the termination or expiration of this *Agreement*.

14.5 Information about the connection

- (1) If the *Generator* has any queries about its *connection*, please contact Essential Energy. Essential Energy will provide the *Generator* with reasonable technical or other information that the *Generator* may have about its *connection*.
- (2) The *Generator* may also access important information about *connection* on the Essential Energy website.

15 Audits

15.1 Right to Audit

- (1) A party has the right to audit the records of the other party on 2 occasions in any 12-month period. The audit must be undertaken during normal business hours. The audit must be restricted to only those retained records classified as auditable records as defined in clause 14.4.

15.2 Audit Notice

- (1) The auditing party must give at least 7 days notice of its intention to carry out an audit. A notice must include the following information:
 - (a) the nature of the audit;
 - (b) the name of the officers and/or their *representatives* appointed by the auditing party to conduct the audit; and
 - (c) the time or times at which the auditing party would prefer the audit to commence.

15.3 Conduct of Audit

- (1) The parties must in good faith agree to a mutually acceptable and reasonable time for commencement of the audit, the period of the audit and the procedure for the conduct of the audit.
- (2) The audit must occur at the location at which the relevant information is maintained by the party being audited.

- (3) The party being audited must provide the auditing party and its *representatives* with access to all relevant documentation, data and records provided these are classified as auditable records as defined in clause 13.5 and are reasonably necessary for conduct of the audit.
- (4) This clause 15 survives termination or expiration of this Agreement.

16 Force Majeure

16.1 Effect of Force Majeure Event

- (1) If either party is prevented from performing or observing any of its obligations under this *Agreement* by a *force majeure event*, its obligations (other than accrued monetary obligations) will be suspended by giving notice to the other party in accordance with clause 16.3.

16.2 Definition of Force Majeure Event

- (1) In this *Agreement*, "*force majeure event*" means any event or circumstance beyond the reasonable control of a party and includes:
 - (a) act of God, peril of the sea, accident of navigation, war, sabotage, act of terrorism, riot, insurrection, civil commotion, national emergency, martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the relevant party), epidemic, quarantine, radiation or radioactive contamination;
 - (b) action or inaction of government or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by a legislation, regulation, decree or other legally enforceable order or determination; or
 - (c) breakdown of *facilities*, machinery or equipment or shortages of machinery, labour, transportation, fuel, power or material.

16.3 Notice Obligations

- (1) If a party invokes clause 16.1 it must:
 - (a) notify the other party;
 - (b) as soon as practicable thereafter, give particulars to the other party of the *force majeure event* and of the obligations of the affected party under this *Agreement* which have been, will be or are likely to be affected by the *force majeure event*; and
 - (c) keep the other party informed, both at reasonable intervals and upon request by the other party, as soon as practicable following the receipt of that request, of:
 - (i) the affected party's estimate of the likely duration of the *force majeure event*;
 - (ii) the action taken and the action proposed to be taken to mitigate the effect of the *force majeure event*;
 - (iii) the cessation of that *force majeure event* or the successful mitigation or minimisation of the effects of that *force majeure event*; and
 - (iv) any other matter which the other party may reasonably request in connection with the occurrence of the *force majeure event*.

16.4 Mitigation of Effect of Force Majeure Event

- (1) The party invoking clause 16.1 must:
 - (a) use its best endeavours to mitigate the effects of the *force majeure event*;
 - (b) use its best endeavours to overcome or remove the *force majeure event*; and
 - (c) not be required against its will to settle a strike, lockout or other industrial disturbance by acceding to the demands of the disputants.

17 Charges and Payments

17.1 Charges

- (1) The *Generator* must pay the charges as specified in Schedule 5 in respect of each *connection point* from the *commissioning date* until the termination of this *Agreement*.
- (2) The amount or method of determining charges for other services not specified in Schedule 5 must be agreed by the parties.

17.2 Settlements

- (1) Essential Energy may choose to bill and clear its charges through an agent.

17.3 Invoices

- (1) A party (**Receiving Party**) may render invoices to the other party (**Paying Party**) on a weekly or monthly basis as it nominates. The invoices must contain information which is reasonably sufficient to allow the Paying Party to fully assess the accuracy of the charges specified therein.

17.4 Payments

- (1) The Paying Party must direct an amount payable under clause 17.1 to the Receiving Party.
- (2) All payments must:
 - (a) be for the amount of each invoice;
 - (b) be made into an account or accounts and by a process nominated by the Receiving Party; and
 - (c) be made such that clear funds are to be available in the nominated account by 9.30am on the 10th *business day* after the invoice was rendered.

17.5 Disputed Invoices

- (1) Subject to clause 17.4, where there is a dispute as to the accuracy of any invoice, the party that disputes the invoice must notify the other party of the dispute prior to the date for payment of the invoice.
- (2) The parties must use their best endeavours to resolve the dispute in accordance with clause 25.
- (3) If the dispute is not resolved by the time payment is due, the parties must make all payments in full. Any *changes* resulting from the resolution of the dispute will be made at a later stage as an adjustment of accounts and payable in accordance with clause 17.4.
- (4) This clause 17.5 survives the termination or expiration of this *Agreement*.

17.6 Adjustment of Accounts

- (1) No dispute in relation to any invoice rendered pursuant to this *Agreement* may be brought by either party after 2 years from the date of any such invoice.
- (2) If within 2 years after the date of any such invoice it is found that the *Generator* has been undercharged or overcharged:
 - (a) that invoice may be referred by a party to the other party for consideration;
 - (b) the amount of the adjustment must be agreed between the parties and a revised invoice issued; and
 - (c) the agreed adjustment must be paid in accordance with clause 17.4(2)(c).
- (3) After taking into account any adjustments, the Paying Party must pay the amount of any undercharge to the Receiving Party in accordance with clause 17.6(2). the Receiving Party must pay the amount of any overcharge to the Paying Party as directed by the Paying Party.
- (4) All payments or refunds must be made within 15 *business days* of the appropriate adjustment being determined and revised invoice being issued.
- (5) This clause 17.6 survives the termination or expiration of this *Agreement*.

17.7 Late or Non-Payment

- (1) In addition to any other remedies the Receiving Party may have under this *Agreement*, if payment is not made by the Paying Party pursuant to clause 17.4, the Receiving Party may charge the Paying Party default interest, calculated in accordance with clause 17.8.
- (2) This clause 17.7 survives the termination or expiration of this *Agreement*.

17.8 Default Interest

- (1) Any default interest payable will:
 - (a) accrue daily at the *bank bill rate* on the relevant day plus 2.5% per annum; and
 - (b) be calculated:
 - (i) for each day from the due date for payment until the date of payment;
 - (ii) on a daily compounding basis; and
 - (iii) assuming a 365-day year.

18 Goods and Services Tax

- (1) In this clause:

Commercial-in-Confidence

- (a) “**GST**” means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time (“**GST Act**”) or any replacement or other relevant legislation and regulations.
 - (b) An expression or word used in this clause which has a particular meaning in the “**GST law**” (as defined in the GST Act), or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires.
 - (c) A reference to GST payable by a party includes any corresponding GST payable by the *representative* member of any GST group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the *representative* member of any GST group of which that party is a member.
- (2) Unless GST is expressly included, the consideration expressed to be payable or to be provided under any clause in this *Agreement* for any *supply* made under or in connection with this *Agreement* does not include GST.
 - (3) To the extent that any *supply* made under or in connection with this *Agreement* is a taxable *supply*, the GST exclusive consideration otherwise payable or provided for that *supply* is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the *supply*, and subject to receipt of an effective tax invoice, is payable at the same time.
 - (4) If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a taxable *supply* (taking into account any decreasing or increasing adjustments in relation to the taxable *supply*) varies from the GST payable by the recipient under clause 18(3):
 - (a) the party making the *supply* must provide a refund or credit to the recipient, or the recipient must pay a further amount to the party making the *supply*, as appropriate;
 - (b) the refund, credit or further amount (as the case may be) will be calculated by the *supplier* in accordance with the GST law; and
 - (c) the party making the *supply* must notify the recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. If there is an adjustment event in relation to the *supply*, the requirement for the party making the *supply* to notify the recipient will be satisfied by the party making the *supply* issuing to the recipient an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.
 - (5) Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any *supply* made under or in connection with this *Agreement*.
 - (6) If a payment to a party under this *Agreement* is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 18((3)).

19 Variation of Charges

19.1 Essential Energy’s Right to Vary Charges

- (1) If, after the *commissioning date*:

- (a) there is a *change* in any provision of the *Rules* relating to the charges payable between a *generator* and a *distribution network service provider*; or
- (b) any *applicable regulatory instrument* or any determination, decision or approval of the *Jurisdictional Regulator* which covers or impacts upon the charges payable between a *generator* and a *distribution network service provider* is made, amended or ceases to have effect,

then Essential Energy may elect by written notice to the *Generator* to vary the charges payable between the parties (or between Essential Energy and the *Generator's supplier*, as appropriate) under this *Agreement* and the variation will be determined in the manner specified in clause 19.2.

19.2 Manner of Variation

- (1) If the variation under clause 19.1 involves decreasing or removing a charge payable by the *Generator* then such variation will apply from the later of the date specified in the notice and the date on which the notice is received or deemed by this *Agreement* to be received by the *Generator*.
- (2) If the variation under clause 19.1 involves increasing an existing charge or introducing a new charge in accordance with a methodology specified in either the *Rules* or the *applicable regulatory instruments*, then such a variation or new charge will apply from the later of the date specified in the notice and the date on which the notice is received or deemed by this *Agreement* to be received by the *Generator*.
- (3) If Essential Energy proposes any other variation to the charges payable under this *Agreement* then the parties must meet in good faith to discuss that proposed variation. If the parties are unable to agree on whether to give effect to that variation or the amount of that variation then the parties must use their best endeavours to resolve the dispute using the *dispute resolution procedures*.

20 Indemnities and Limitations on Liability

20.1 Effect of Legislation

- (1) Notwithstanding any other provision of this *Agreement*, nothing in this *Agreement* is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

20.2 Exclusion of Implied Warranties

- (1) Except as expressly set out in this *Agreement*, any representation, warranty, condition or undertaking which would be implied in this *Agreement* by law, is excluded to the fullest extent permitted by law.

20.3 Limitation of Liability for breach of a consumer guarantee

- (1) To the fullest extent permitted by law, the liability of Essential Energy, if any, for a breach of a non-excludable guarantee under the *Competition and Consumer Act 2010* in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption is limited, at Essential Energy's option, to:
 - (a) in the case of goods, one of the following – the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods, the payment of the cost of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
 - (b) in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

20.4 Statutory Immunity

- (1) The *Generator* acknowledges that the terms of this *Agreement* do not represent a waiver by Essential Energy of, nor an agreement to vary or exclude, any limitation of Essential Energy's liability under sections 119 or 120 of the *NEL* and section 316 of the *NERL*.

20.5 Limitation of Essential Energy's Liability

- (1) Subject to clauses 20.6, 20.7 and 20.8, despite any other provision of this *Agreement* and to the fullest extent permitted by law, Essential Energy and its employees, agents and contractors are not liable in tort (including negligence), in contract or otherwise to the *Generator* for any loss, damage, injury, claim or expense of any kind suffered by the *Generator* as a result of any act, omission or breach by Essential Energy or any of its employees, agents or contractors other than:
 - (a) direct loss, damage, injury, claim or expense (excluding any consequential, indirect or third party special losses or damages of any kind (including, without limitation, economic loss, loss of profit, loss or corruption of data, business interruption or indirect costs)) suffered by the *Generator* as a result of any act, omission or breach by Essential Energy or any of its employees, agents or contractors;
 - (b) the sum of any and/or all amounts recoverable by the *Generator* from Essential Energy under subclause 20.5(1)(a) will be limited to a maximum amount of \$100,000 in respect of any one incident and to a maximum amount of \$500,000, whether in respect of one or more incidents, in any calendar year.

20.6 Limitation of Liability in Relation to System Operations Functions and Powers

- (1) To the extent permitted by law and notwithstanding any other provision of this *Agreement*, Essential Energy will not be liable in tort (including negligence), in contract or otherwise to the *Generator* for any loss, injury, damage, liability or expense arising from any act of omission of Essential Energy in relation to the performance, non-performance or purported performance of any System Operations function or power.

20.7 Limitation of Liability for Matters not within Essential Energy's Control

- (1) To the extent permitted by law and notwithstanding any other provision of this *Agreement*, Essential Energy will not be liable in tort (including negligence), in contract or otherwise to the *Generator* for any loss, injury, damage, liability or expense arising from any cause or circumstances not within the reasonable control of Essential Energy.

20.8 Limitation of Liability for Maintenance Outages

- (1) To the extent permitted by law and notwithstanding any other provision of this *Agreement*, Essential Energy will not be liable in tort (including negligence), in contract or otherwise to the *Generator* for any loss, injury, damage, liability or expense of any kind (including consequential, indirect or special losses or damages or any kind) suffered by the *Generator* as a result of or in connection with any reduction in the power transfer capability due to maintenance outages being conducted by Essential Energy.

20.9 Limitation of the Generator's Liability

- (1) To the fullest extent permitted by law, the *Generator* and its employees, agents and contractors are not liable in tort (including negligence), in contract or otherwise to Essential Energy for any loss, damage, injury, claim or expense of any kind suffered by Essential Energy as a result of any act, omission or breach by the *Generator* or any of its employees, agents or contractors other than:
 - (a) direct loss, damage, injury, claim or expense (excluding any consequential, indirect or third party special losses or damages of any kind (including, without limitation, economic loss, loss of profit, loss or corruption of data, business interruption or

indirect costs)) suffered by Essential Energy as a result of any act, omission or breach by the *Generator* or any of its employees, agents or contractors;

- (b) subject to clauses 7.1(5) and 7.1(6), the sum of any and/or all amounts recoverable by Essential Energy from the *Generator* under subclause 20.9(1)(a) will be limited to a maximum amount of \$100,000 in respect of any one incident and to a maximum amount of \$500,000, whether in respect of one or more incidents, in any calendar year.

21 Breach of Agreement

21.1 Default Notice

- (1) If a party defaults in the performance of any obligations under this *Agreement* or breaches any term of this *Agreement*, the party not in default may give the party in default a written notice specifying the default and requiring that party to cure the default.

21.2 Remedies

- (1) If the party in default does not cure the default within 7 days of receiving the notice of default, then the party in default must:
 - (a) notify the other party of the expected duration of the default; and
 - (b) present to the party not in default a satisfactory program for the mitigation and rectification of the default.
- (2) If within 60 days of receiving the notice of default:
 - (a) the default has not been cured; and
 - (b) the party in default has not made a substantial and genuine attempt to cure the default,

then the other party may at its discretion *disconnect* the *connection point* until such time that the party in default can demonstrate that the default has been cured.

- (3) If the default has not been cured within 120 days of receiving the notice of default, the party not in default may terminate this *Agreement*.

22 Term and Termination of the Agreement

22.1 Term

- (1) This *Agreement* commences at one minute after midnight on the *commencement date* and remains in force until terminated in accordance with this *Agreement*.

22.2 Early Termination

- (1) This *Agreement* may be terminated by agreement of both parties provided:
 - (a) at least 60 days has elapsed since the *commencement date*;
 - (b) both parties agree on the exact date of termination;
 - (c) both parties agree on any conditions or restrictions to be imposed on the termination; and
 - (d) the terms of the termination are recorded in writing.

22.3 Termination by Essential Energy

- (1) Despite any other provision in this *Agreement*, Essential Energy may terminate this *Agreement* by giving 5 *business days* notice in writing to the *Generator* if:
 - (a) the *Generator* enters into an arrangement or compromise with, or assignment for the benefit of, all or a class of its creditors or members or a moratorium involving any of them;
 - (b) the *Generator* is or states that it is unable to pay its debts as and when they fall due;
 - (c) a liquidator, provisional liquidator, official manager, receiver, receiver and manager, controller or administrator is appointed in respect of the *Generator* or the property of the *Generator*;
 - (d) the *Generator* ceases or threatens imminent cessation of its business;
 - (e) the parties are unable, within a reasonable period of time, to finalise the technical information required by Schedules 1 to 11 of this *Agreement*; or
 - (f) under clause 6.4.

23 Suspension of Services

23.1 Failure to Pay Invoice

- (1) If the *Generator* does not pay any part of an invoice rendered by Essential Energy under clause 17 or has failed to make any other payment required under this *Agreement* on or before the date on which such payment is due then, unless the *Generator* has given a notice under clause 17.5 in respect of that amount and otherwise complied with its obligations under clause 17.5, Essential Energy, by notice to the *Generator*, may suspend the provision of *network services* to the *Generator* until such time as payment is made.
- (2) Any suspension of services made by Essential Energy under clause 23.1(1) will not affect any right Essential Energy may have to be paid interest under clause 17.8 as a result of the *Generator's* failure to pay any part of an invoice.

23.2 Default in Performance

- (1) If the *Generator* defaults in the performance of any of its other obligations under this *Agreement* other than a default under clause 23.1(1), and the *Generator* does not rectify the default within 5 *business days* of Essential Energy giving notice to the *Generator* of the default, Essential Energy may suspend the provision of *network services* to the *Generator* until such time as the relevant default is remedied, provided that Essential Energy may, without notice to the *Generator*, suspend the provision of *network services* to the *Generator* if it considers that the default by the *Generator* could cause any risk of damage, loss or injury to any person or property.

23.3 Suspension of Network Services

- (1) Any suspension of the provision of *network services* under clauses 23.1 or 23.2 will not affect any right Essential Energy may have to terminate this *Agreement* under clause 22.

24 Disconnection and Dismantling

24.1 When Disconnection May Occur

- (1) If this *Agreement* is terminated or expires, Essential Energy will be entitled to *disconnect*, *dismantle*, *decommission* and remove any of the Essential Energy *connection equipment*.
- (2) If the *Generator* requires a reduction in the *network services*, then Essential Energy will be entitled to *disconnect*, *dismantle*, *decommission* and remove any Essential Energy *connection equipment* no longer required to provide the reduced *network services*.
- (3) The *Generator* agrees to reimburse any of the costs incurred by Essential Energy associated with the restoration of Essential Energy's *distribution system* under clause 24.1(1) or reduction in *network services* under clause 24.1(2). Essential Energy will return to the *Generator* any *connection equipment* paid for by the *Generator* which has been incorporated into Essential Energy's *distribution system* but is no longer required as a consequence of the reduction in *network services*. Otherwise, Essential Energy's *connection equipment* will remain the property of Essential Energy.
- (4) This clause 24 survives the termination of this *Agreement*.

25 Dispute Resolution

25.1 Amicable Resolution

- (1) The parties acknowledge their desire that all questions or disputes which arise between the parties concerning this *Agreement* or its subject matter be resolved amicably by bona fide discussions between them.

25.2 Dispute Resolution Procedures

- (1) If a dispute between the parties arises, the parties will agree to use their best endeavours to resolve the dispute using the *dispute resolution procedures*.

25.3 Continued Performance

- (1) Whether or not a dispute between the parties is to be referred or has already been referred to the *dispute resolution procedures*, or is subject to legal proceedings, the parties must continue to comply with, observe and perform their respective obligations and duties and may exercise their respective rights under this *Agreement* as if the dispute had not arisen.

26 Confidentiality

26.1 General Obligation

- (1) Information exchanged between the parties under this *Agreement* or during negotiation of this *Agreement* and the terms of this *Agreement* are confidential. Subject to clauses 14.1 and 26.3, all information received from the other party must be kept confidential, must only be used for the purpose of implementing this *Agreement*, and must not be disclosed to any third party except with the prior written consent of the non-disclosing party and on such terms as may be stipulated.
- (2) The parties must also observe and may disclose confidential information in accordance with clause 8.6 of the *Rules* with respect to confidential information.

26.2 Employees and Representatives

- (1) Each party is responsible for ensuring that its employees, agents, contractors and *representatives* that are at any time in possession of confidential information observe and comply with clause 26.1.

26.3 Compulsory Disclosure

- (1) If any party to this *Agreement* is required by law to disclose confidential information of any kind, that party must:
 - (a) promptly give notice to the other party of the need to disclose information, details of the information to be disclosed, and the third party to whom it is to be disclosed;
 - (b) inform the other party as soon as reasonably practicable after information is disclosed by the party or their *representative*; and
 - (c) not disclose any information unless and until the other party has been informed of the proposed disclosure.
- (2) This clause 26 survives the termination of this *Agreement* for a period of 5 years.

27 Publication

- (1) Neither party will knowingly make, agree or permit to be made any inaccurate or misleading statement concerning the other party on matters related to this *Agreement*.
- (2) Any published document in relation to this *Agreement* must be published after consultation with and containing an acknowledgment of the contribution (if any) of the other party.
- (3) This clause 27 survives the termination of this *Agreement*.

28 Notices

28.1 Authorised Person

- (1) Only a communication (whether in writing or verbal) given by a person authorised by:
 - (a) the Managing Director of Essential Energy; or
 - (b) the Chief Executive of the *Generator*,

is a valid communication for the purpose of this *Agreement*. All authorities for persons to give or receive communications are to be in writing and forwarded to the other party.

28.2 Forms of Communication

- (1) All communications, other than those for day to day operational purposes, must be in writing, marked for the attention of an *authorised person* and delivered in accordance with clause 28.2(2) .
- (2) The communication must be:
 - (a) delivered by hand to the address of the addressee;
 - (b) sent by prepaid, registered or certified post (airmail if posted to or from a place outside Australia);
 - (c) hand delivered by a reputable courier service to the address of the addressee;

- (d) sent by email to the email address of the addressee; or
- (e) sent by facsimile to the facsimile number of the addressee which is specified in clause 28.4 and receipt acknowledged by an *authorised person*.

28.3 Operational Communications

- (1) Any communications given in the course of the day to day operation of the *network* or the *facilities* of either party by or on behalf of a party (in this clause called “**operational communications**”) may be by telephone or other instantaneous means of communication.
- (2) Operational communications are to be recorded in a manner satisfactory to both parties. The parties must ensure that logs are kept in which persons giving and receiving operational communications record brief details of their substance and timing.

28.4 Address

- (1) The street address, postal address, phone number, email address and facsimile number of each party’s principal business office and other major business offices is specified in Schedule 7.

28.5 Notice Takes Effect

- (1) If the communication is sent or delivered in a manner provided by clause 28.2, it must be treated as given to and received by the party to which it is addressed:
 - (a) if sent by post, on the 2nd *business day* (at the address to which it is posted) after posting;
 - (b) if sent by facsimile or email before 5pm on a *business day* at the place of receipt, on the day it is sent and otherwise on the next *business day* at the place of receipt; or
 - (c) if otherwise delivered before 5pm on a *business day* at the place of delivery, upon delivery, and otherwise on the next *business day* at the place of delivery.
- (2) Despite clause 28.5(1):
 - (a) a facsimile is not treated as given or received unless at the end of the transmission the sender’s facsimile machine issues a report confirming the transmission of the number of pages in the communication;
 - (b) an email message is not treated as given or received if the sender’s computer reports that the message has not been delivered; and
 - (c) a facsimile or email message is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by 12 noon on the *business day* on which it would otherwise be treated as given and received, whichever is later.

28.6 Change of Address

- (1) Any party may at any time, by notice in writing given to the other party, designate a different person, address or facsimile number.
- (2) The address and facsimile number of a party must always be an address and facsimile number within Australia.

29 Financial Capacity and Insurance

29.1 Acceptable Credit Criteria

- (1) The *Generator* must, during the term of this *Agreement*, satisfy all of the following criteria:
 - (a) it must be resident in, or have a permanent establishment in Australia;
 - (b) it must not be under external administration (as defined in the Corporations Act 2001 (Cth)) or under a similar form of administration under any laws applicable to it in any jurisdiction;
 - (c) it must not be immune from suit;
 - (d) it must be capable of being sued in its own name in a court of Australia; and
 - (e) it must have an acceptable insurance as provided in clause 29.2.

29.2 *Generator's* Insurance

- (1) The *Generator* will effect and keep current such policies of insurance as a prudent owner and operator of the *Generator's equipment* would effect and on terms reasonably acceptable to Essential Energy on or before the *commencement date* until the termination of this *Agreement*, including:
 - (a) public liability/products cover; and
 - (b) worker's compensation and employee liability cover as required by law.
- (2) The *Generator* will cause Essential Energy's interest to be duly noted on the public liability policies and the *Generator* will provide Essential Energy with a schedule setting out details of those insurances and confirming the currency of them.
- (3) The *Generator* must give full, true and particular information to the relevant insurer of all matters the non-disclosure of which might in any way prejudice or affect the policy or policies of insurance or the payment of any or all money under them.
- (4) Before the cancellation by the *Generator* of any insurance policy required to be effected under this *Agreement*, the *Generator* must first provide details of the replacement insurance policy, which is proposed to be substituted for the policy to be cancelled.
- (5) The *Generator* acknowledges that it is responsible for any policy deductibles.
- (6) The *Generator* must during the continuance of this *Agreement* promptly notify Essential Energy:
 - (a) if it becomes aware that any of the conditions precedent to the issuance and operation of the insurance are not, or are no longer, satisfied;
 - (b) if it has made or is making claims under the insurance which may materially affect the cover provided by the insurance; or
 - (c) if it becomes aware that the insurance has been, or is about to be cancelled, or a notice of cancellation or other material notice under or in relation to the insurance has been or is about to be issued by the insurer (and, upon the issue of the notice, it must provide a copy to Essential Energy).

30 General

30.1 Assignment

- (1) Each party's rights and obligations under this *Agreement* are personal to it. Subject to clause 30.1(2) and 30.1(3), neither party may assign, novate or otherwise transfer any of its rights or obligations under this *Agreement* without the prior written consent of the other party which may not be unreasonably withheld or given subject to unreasonable conditions.
- (2) An assignment by Essential Energy or any issue, allotment, sale, transfer or other disposition of any shares:
 - (a) as a result of a *change* in Essential Energy's Shareholding Ministers or their portfolios; or
 - (b) as part of a reorganisation, privatisation or reconstruction of any part of the electricity industry in NSW,

will not be an assignment, novation or transfer by Essential Energy for the purposes of this clause.

- (3) Prior to *connection* of the *Generator's equipment* under clause 5.2(1), the *Generator* may not assign, novate or otherwise transfer any of its rights or obligations under this *Agreement* without the prior written consent of Essential Energy which Essential Energy may give in its absolute discretion.

30.2 Costs and Outlays

- (1) To the extent permitted by the *Rules*, the *Generator* must pay Essential Energy's direct costs, and its own costs and outlays, connected with the assessment of the *Generator's* connection application and negotiation, preparation and execution of this *Agreement*, unless otherwise specified in this *Agreement*.
- (2) The *Generator* must pay all stamp duty and other government imposts payable in connection with this *Agreement* and all other documents and matters referred to in this *Agreement* when due or earlier if requested in writing by Essential Energy.

30.3 Waiver

- (1) Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this *Agreement* will not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under this *Agreement* will only be of any force and effect if such waiver is in writing signed by an *authorised person* and is expressly stated to be a waiver of a specified right or obligation under this *Agreement*.

30.4 Entire Agreement

- (1) This *Agreement* constitutes the entire understanding of the parties on its subject matter and supersedes any and all other representations or statements by either party or its officers and employees, whether oral or in writing, made prior to the date of this *Agreement*.

30.5 Amendment of Agreement

- (1) Any amendments or alterations to this *Agreement* will have effect and be operational only upon such amendments being made in writing and executed by both parties.

Commercial-in-Confidence

30.6 **Severability**

- (1) The inability or unenforceability of any one or more of the provisions of this *Agreement* will not invalidate or render unenforceable the remaining provisions of this *Agreement*. Any illegal or invalid provisions of this *Agreement* will be severed and all other provisions will remain in full force and effect.

30.7 **Counterparts**

- (1) This *Agreement* may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

Schedule 1 - Details1. **Generator:**

[insert]

2. **Generator's generating unit:**

[insert]

3. **Commencement Date:**

The date that you accept our *connection offer* by executing this *Agreement*.

4. **Commissioning Date:**

[insert]

Schedule 2 - Connection Points

1. Location and Description of Connection Points

The *Connection Point* will be:

Location	Description

2. Power Transfer Capability – Satisfactory Operating State

Connection Point	Power Transfer Capability

3. Reactive Power – Satisfactory Operating State

Connection Point	Power Transfer Capability

4. Fault Levels at the Connection Point

- 4.1 Three phase
- 4.2 Phase to phase
- 4.3 Phase to ground

5. Target Range of Voltage Magnitude

The target range of voltage magnitude at the *Generator's connection point* will be dependent on the connecting circuit impedances, interconnect substation voltage and *Generator* output. The *Generator* will ensure that voltage levels impressed on the Essential Energy network do not exceed [insert] and are in accordance with relevant *Australian Standards*.

6. Connection Equipment to be provided by Essential Energy

Commercial-in-Confidence

Essential Energy must provide the following *connection equipment* or *connection assets* at the following *connection points*:

Connection Point	Connection Equipment

7. Connection Equipment to be provided by the Generator

The *Generator* must provide the following *connection equipment* or *connection assets* at the following *connection points*:

Connection Point	Connection Equipment

8. Connection Equipment to be transferred to Essential Energy by the Generator

Connection Point	Connection Equipment
Extension	
Augmentation	

9. Distribution extension or augmentation required for the purposes of the Connection

Connection Point	Connection Equipment

10. Tenure requirements for land in respect of Essential Energy Connection Equipment

Tenure required	Connection Equipment
Easement/Freehold	

11. Work undertaken by Essential Energy prior to commissioning for which the Generator must pay

[insert]

[e.g. certification of line diagrams]

Schedule 3 - Protection, Control and Alarms

1. The *Generator* will provide:

2. Essential Energy will provide:

3. Protection Works

3.1 Protection

Location	Voltage	Feeder Name	Protection

3.2 Alarms & Controls

Substation	Indication & Alarms		Controls	

Schedule 4 – Metering

1. The *metering installation* must be metered at ----- kV and the revenue metering located at ----- as shown on the SLD drg # rev #. The *metering installation* must have the following properties:

Expected commissioning date of the connection point (including the metering installation) or metering installation	
MPB	
MDP	
Estimated annual throughput of energy	
Check metering	
Bi-directionality of meter	
Meter class accuracy.	
Meter make and type.	
CT class.	
CT ratio.	
CT (Burden rating)	
VT class.	
VT ratio.	
VT (Burden rating)	

The metering data for the Generator will be adjusted for losses in accordance with the NER and the loss factors applicable to the Connection Point.

Schedule 5 - Charges

1 Charges payable by the Generator to Essential Energy

1.1 Network Use of System Charge

If applicable, and in respect of energy imported from the Essential Energy network, the *Generator* must pay Essential Energy a Network Use of System (NUoS) charge as determined by Essential Energy and as set out in the Essential Energy Network Price List as published on the Essential Energy website at essentialenergy.com.au and as amended from time to time in accordance with the following tariff codes:

<Tariff Code>

Essential Energy may vary these charges in accordance with clause 19 (including in accordance with its annual *pricing proposal*).

If the *Generator* does not import energy from the Essential Energy network, a NUoS charge will not apply to the *Generator* other than to the extent that charges are imposed by AEMO.

1.2 Network Loss Factors

In accordance with the NER, the loss factors applicable to the Point of Connection for NMI <number> are

- (a) Transmission Loss Factor (TLF) – <code> and;
- (b) Distribution Loss Factor (DLF) - <code>.

1.3 Operational and Maintenance Charge

An Operational and Maintenance (O&M) for the ongoing maintenance, repair and emergency replacement of the equipment transferred to Essential Energy under Schedule 2 Item 8 will be payable from the *commissioning date*.

The O&M charge will be based on 3% of the agreed capital replacement cost of the equipment transferred to Essential Energy per annum, escalated in accordance with the *Rules* and the *applicable regulatory instruments*. The O & M charge will be invoiced monthly in 12 equal amounts.

2 Charges payable by Essential Energy to the Generator

2.1 Avoided transmission use of system charges

1 Acknowledgment of Avoided TUOS Charges

Essential Energy and the *Generator* acknowledge that as a result of the *generation* and transfer of electricity from the *Generator generating units* into Essential Energy's distribution network, Essential Energy will avoid paying the following variable *transmission use of system* charges ("TUOS Charges") for that electricity:

- a energy related charges; and
- b demand related charges.

These variable TUOS Charges avoided by Essential Energy are referred to in the following paragraphs as "Avoided TUOS Charges".

2 Limit on Payment Obligation

Notwithstanding any other provision of this *Agreement*, any obligation of Essential Energy to pay Avoided TUOS Charges to the *Generator* under this *Agreement* only applies to the extent that, and for so long as, Essential Energy is subject to a legally binding obligation to do so under the *Rules* or an *applicable regulatory instrument*.

3 Payment of Avoided TUOS Charges

Essential Energy must pass through and pay to the *Generator* or its nominated agent, Avoided TUOS Charges in accordance with clause 5.5(h) of the *Rules*.

4 Loss Adjustments

For the purposes of calculating Avoided Energy Charges and Avoided Demand Charges as outlined above, the energy and demand components of Avoided TUOS will be adjusted by a cost reflective *distribution loss factor* determined by Essential Energy in accordance with the *Rules*. The *distribution loss factor* reflects the actual electrical losses for electricity transmitted on a *distribution system* between a *distribution system connection point* and *transmission network connection point*. The application of this loss factor will have the effect of adjusting energy and demand components of Avoided TUOS Charges at the *distribution system connection point* to the equivalent of those components as if they were metered at the *transmission network connection point* for the *Generator*.

3 Data

Where any charges under this *Agreement* are to be based on *metered* generated energy, the relevant data to be used will be the data used by *AEMO* for the preparation of its final statements (as referred to in clause 3.15.15 of the *Rules*), subject to any later adjustments in accordance with the *Rules*.

Schedule 6 - Technical Data

The *Generator* agrees to comply with Schedules 5.5.7 of the *Rules* as negotiated in accordance with the following table:

[Insert and complete table from AEMO website: <http://www.aemo.com.au/registration/118-0001.pdf>]

Sample

Schedule 7 - Notices

1 Essential Energy

Principal Business Office:	
Contact:	
Address:	
Postal Address:	
Phone Number:	
Fax Number:	
Email:	

2 The Generator

Principal Business Office:	
Contact:	
Address:	
Postal Address:	
Phone Number:	
Fax Number:	
Email:	

Schedule 8 - Conditions for Connection of Generators

1 Technical Requirements for Generating Units

The *Generator* agrees to comply with Schedule 5.2 of the *Rules* as negotiated in accordance with the following table:

Insert and complete table from AEMO website: <http://www.aemo.com.au/registration/0110-0018.doc>

Sample

2 Generator Voice Monitoring Communication Requirements

The *Generator* acknowledges that clause 4.11.3 of the *Rules* requires *Registered Participants* to provide, for each nominated person, two independent telephone communication systems fully compatible with the equipment installed at the appropriate control centre nominated by *AEMO*. The *Generator* acknowledges that the type of *facility* required for the *Generator* is (for non-scheduled *generating units*): Primary *Facility* and Secondary *Facility* of class: A or B or C or D where these are defined as follows:

Facility Class	Description
A	A telephone connected to a fixed telephone communications network or a Telecommunications Carrier.
B	A telephone connected to a fixed telephone communications network of a <i>Network Service Provider</i> with which <i>AEMO</i> has a relevant telephone agreement.
C	A telephone connected to a satellite telephone communications network of a Telecommunications Carrier approved by <i>AEMO</i> .
D	A telephone connected to a mobile telephone communications network of a Telecommunications Carrier.

These communications *facilities* must be totally independent (for example, fixed line and mobile telephone) and with different Telecommunications Carriers.

3 Contact Personnel

Clause 4.11.3(b) of the *Rules* requires the details of contact personnel nominated for the purposes of giving or receiving operational communications in relation to each of its *facilities* (as required by clause 4.11.3(a) of the *Rules*) to be forwarded to *AEMO*.

Details of the *Generator's* contact personnel are:

Title of contact personnel	
Telephone numbers of contact personnel	
Telephone numbers of other available communication systems in relation to the relevant <i>facility</i>	
Facsimile number for the relevant <i>facility</i>	
Electronic mail address for the <i>facility</i>	

4 Network Performance Requirements

4.1 Access Standards

The *Generator* agrees to comply with Schedule 5.1 of the *Rules* as negotiated in accordance with the following table:

Clause	Automatic Access Standard	Negotiated Access Standard	Negotiated Standard
S5.1.4 Magnitude of Power Frequency Voltage			
S5.1.5 Voltage Fluctuations			
S5.1.6 Voltage Harmonic			
S5.1.7 Voltage Unbalance			
S5.1.9 Protection Systems and Fault Clearance Times			

Schedule 9 – Ancillary Services

[insert]

TS/Examples

Schedule 10 – Records

Item	Record Description	Responsibility	Classification	Form of Retention	Retention Period
1	Generator's Compliance Requirement Documents	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
2	Electrical Installation Safety Management Plan	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
3	<i>High Voltage Safety Rules</i>	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
4	Standard Operating Procedures	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
5	Operating Protocol Between Essential and Generator	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
6	Incident Reports	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
7	Operational and Maintenance Records	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
8	Protection Relay Settings	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
9	Operating Diagrams	Generator	Controlled and auditable	Hard and Electronic Copy	Life of Generating Station plus seven (7) years
10	Incident Reports	Essential Energy	Controlled and auditable	Electronic	seven (7) years
11	Operational and Maintenance Records	Essential Energy	Controlled and auditable	Electronic	seven (7) years
12	Protection Relay Settings	Essential Energy	Controlled and auditable	Electronic	seven (7) years

1 Items to be reviewed

The parties will agree on reliability and availability of information prior to the first anniversary of the *commencement date*.

Schedule 11 - Attachments

The following table details attachments to the *Agreement*

	Description	Source	Pages	Dated
1	Generator Technical Data Sheets			
2	Generator Performance Standard			
3	Generator Compliance Study (Network Analysis Report)			
4	Earthing Report			
5	Protection Setting Design and Coordination.			
6	Protection Single Line Diagram			
7	Single Line Diagram			
8	General Arrangement –			
9	Meter VT Test Certificates			
10	Meter CT Calibration Report			
11	Operating Protocol			
	Others to be nominated			

Schedule 12 - Definitions

In this *Agreement* the following words have the following meaning:

Agreement: this document and any Schedule, Annexure or Attachment to it, including those set out in Schedule 11.

Authorised person: any person authorised by the Chief Executive of a party to communicate on behalf of that party in accordance with clause 28.1.

Commencement date: the date at which this *Agreement* commences, as specified in Schedule 1.

Commissioning date: the date of completion of the construction of the *connection equipment* so that it is capable of connecting the *Generator's equipment* to Essential Energy's *network* as specified in Schedule 1.

Connection: the contact between the electrical equipment of two persons that allows the conveyance of electricity between that equipment.

Connection equipment: those components of Essential Energy's *distribution system* which are used to provide *connection services* at a *connection point* and are set out in Schedule 2.

Connection point: the agreed point of *supply* between Essential Energy's *network* and the *Generator's generating unit* which is specified in Schedule 2.

Dispute resolution procedures: the procedures for resolving disputes established under section 8.2 of the *Rules* to the extent the *Generator* is a *Registered Participant* under section 8.2.1(a1) and otherwise Part G of Chapter 5A of the *Rules*.

Force majeure event: any event or circumstance beyond the reasonable control of a party including the events set out in clause 16.2.

Generator's generating unit: the equipment specified in Schedule 1.

High Voltage or HV: electricity *supply* at *voltages* higher than 1000 volts standard *supply*.

NEL: the *National Electricity (NSW) Law*.

NERL: the *National Energy Retail (NSW) Law*.

Network Operations: operations which are responsible for monitoring and control of operational work on Essential Energy's subtransmission and *distribution networks* to ensure the safety of employees and the public and to minimise asset damage and loss of *supply* to *Generators*.

Network use of system charges: the charges which Essential Energy imposes for *network services*.

Rules: the National Electricity Rules made under section 90(1) of the *NEL*.

Supplier: a person registered to retail electricity under the *NERL*.

Signing Page

Signed as an agreement.

Executed by
Essential Energy
by its duly appointed attorney
in the presence of:

.....
Signature of witness

.....
Signature of attorney

.....
Name of witness
(BLOCK LETTERS)

.....
Name and title of attorney
(BLOCK LETTERS)

DATE.....

Signed by
Generator
by its authorised representative
in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Name of witness
(BLOCK LETTERS)

.....
Name and title of authorised representative (BLOCK
LETTERS)

DATE.....