

# Negotiated Electricity Connection Works Offer

AGREEMENT BETWEEN

**JEMENA Electricity Networks (Vic) Ltd**

**ABN 82 064 651 083**

-and-

**<Insert Company Name>**

**ABN <Customer ABN>**

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12 December 2023

Our reference: <Project Ref.>

Jemena Electricity Networks (Vic) Ltd  
PO Box 16182,  
Melbourne VIC 3000  
[www.jemena.com.au](http://www.jemena.com.au)

ATTN: <Name>

<title>

<Insert Company Name>

<Insert Street Address>

<Insert suburb, postcode>

## ELECTRICITY CONNECTION OFFER: <Project Address>

### 1. OVERVIEW

Please find enclosed an electricity connection offer (the **Offer**) from Jemena Electricity Networks (Vic) Ltd (**Jemena**) to <Insert Company Name> (the **Customer**) for the provision of Connection Works to enable electricity to be supplied to <Project Address> (**Supply Address**).

The Connection Works will comprise the following works:

- 1) <High level scope>

Additional information on the scope of work is provided in the Connection Works Annexure.

The Connection Works will be provided on the terms set out in:

- a) this Offer letter;
- b) the attached Offer Schedule and Offer appendices; and
- c) the Contract Conditions and Connection Works Annexures (including any attachments).

### 2. CONTRACTED CAPACITY OFFER

Where applicable, this Offer provides the Customer with a minimum contract demand (**Minimum Contract Demand**) specified in the Offer Schedule.

The Minimum Contract Demand has been determined based on information provided by the Customer and agreed by Jemena.

The Minimum Contract Demand is relevant for the following purposes:

- a) to set the demand level that will be utilised to determine the applicable tariff for the Customer's connection. That is, for the entire period the Customer is connected to Jemena's network, the Customer will be assumed to be consuming, (and will have to pay for), no less than the Minimum Contract Demand. Further details of the applicable tariff are set out in Section 7 of this Offer letter;
- b) it is utilised to determine the amount of the Connection Charges (as defined in Appendix A) applicable for undertaking the Connection Works. The Connection Charges are determined based on a formula which compares the cost of the Connection Works to the revenue generated from the connection of the Customer to Jemena's network. For this purpose the AER requires Jemena to use an Assumed Connection Period of 15 years for business customers and 30 years for residential customers (the **Assumed Connection Period**). The Assumed Connection Period is only used for the purposes of this calculation and does not impact the setting of the Minimum Contract

Demand for the purpose set out in paragraph a) above. Further details of the Connection Charges are set out in Section 4 of this Offer letter.

### 3. YOUR DEMAND DETAILS

Jemena has prepared this Offer using the following details.

Primary supply	kVA
Maximum capacity - primary supply	kVA

### 4. CONNECTION CHARGES

The:

- a) Connection Charges (if any) payable by the Customer for the provision of the Connection Works to the Supply Address; and
- b) Jemena's estimate of the incremental cost and the incremental revenue;

are set out in Appendix A to this Offer letter.

The amounts payable have been calculated in accordance with applicable laws and Jemena's Connection and Tariff Policies. Jemena's Connection and Tariff Policies are available on our website or you can contact Jemena to obtain a printed copy.

Where a Minimum Contract Demand has been specified in the Offer Schedule, acceptance by the Customer of this Offer will also be acceptance of the specified Minimum Contract Demand. The Connection Charges calculated using that Minimum Contract Demand (as set out in Appendix A) will be required to be paid by the Customer in accordance with Section 8 of this Offer letter.

In the event that:

- a) the Customer seeks to reset the Minimum Contract Demand during the Assumed Connection Period; or
- b) the Supply Address is transferred to someone other than the Customer during the Assumed Connection Period and the new owner does not utilise the Minimum Contract Demand;

the Customer may be liable to pay an Adjustment Amount in accordance with the Contract Conditions.

### 5. OPTIONS TO CALL TENDER FOR CONNECTION WORKS

Jemena offers options in relation to how the Connection Works are performed. Those options are as follows:

- a) the Customer may request Jemena to undertake the design and construction of the Connection Works using a combination of in-house services and contractors selected from a panel of Jemena-approved contractors. If the Customer decides to proceed with this option the Customer will be required to waive the right to call public tenders by submitting the attached Tender Process Form. Jemena's obligations under the contract will not commence until a signed Tender Process Form is received.
- b) the Customer may request Jemena to seek public tenders for the design and construction of the Connection Works. If the Customer seeks this option Jemena will run the tender process, evaluate the tenders and engage the successful contractor. The Customer will be required to pay an additional Tender Fee to cover the costs of Jemena running this tender process. If the selected

contractor is not a Jemena-approved contractor the contractor will need to complete an induction and approval process before a contract can be issued to undertake the Connection Works. Completion of the tender and induction processes mean that this option b) is likely to will take longer than option a).

- c) the Customer may elect to construct the Connection Works as a turnkey project. This is where the Customer engages a Jemena-approved contractor to construct the contestable portion of the Connection Works. If you select this option the completion of the contestable works will be subject to Jemena auditing and Jemena's reasonable requirements in respect of the design and construction of the Connection Works and defect rectification. Under this option the non-contestable portion of the Connection Works will still need to be completed by Jemena.

The Connection Charges for completing the Connection Works as set out in the Offer Schedule are based on option a) above and has been developed using a schedule of rates obtained through a panel of Jemena-approved contractors. If you wish to seek option b) or c) this Offer will need to be reviewed and replaced. Please refer to Section 8 of this Offer letter for further details of this process.

## 6. CUSTOMER RESPONSIBILITIES AND REQUIREMENTS

The Electricity Distribution Code of Practice requires Jemena to be responsible for ensuring that the distribution network is operating within its design capacity and its optimum condition. However, Jemena shares this responsibility with all users of the network.

All customers that require electrical infrastructure augmentation, including the Customer, must ensure that their site power factor meets the minimum requirements set out in the Electrical Distribution Code of Practice, before any new load is connected.

Customers also have other obligations under the Electrical Distribution Code of Practice and Jemena recommends that the Customer familiarises itself with these obligations. The Electrical Distribution Code of Practice can be freely accessed from the Essential Services Commission Victoria's website.

## 7. APPLICABLE NETWORK TARIFF

The cost of distributing electricity to customers is recovered through the distribution component (DUoS) of Network Charges approved by the Australian Energy Regulator (**AER**).

A Network Tariff will be assigned to the Customer's connection, following the completion of the Connection Works. The Network Tariff will enable Jemena to recover the costs of the Connection Works that are over and above the Connection Charges, together with certain other network charges. This Network Tariff is payable by the Customer for the period the Customer is receiving electricity from Jemena at the Supply Address.

The Network Tariff is based on the information submitted with the Customer's application (and agreed by Jemena), the site load and the connection characteristics. Please refer to the Network Tariff Assignment Schedule set out at Appendix B for more details of the relevant tariff rates and details for your proposed connection.

Based upon the information provided by the Customer (and, where relevant, the Minimum Contract Demand), Jemena estimates that:

- a) the amount of electricity that will be supplied to the Customer, having regard to the Customer's load and connection characteristics is set out in Appendix B; and
- b) the Customer's network charges for supply of electricity shall will be no less than **\$<DUOS> (GST Exclusive)** per month.

Please note that these network charges:

- c) may increase:
  - i. in the event that the Customer's electricity usage or demand increases during the term of the connection and, where relevant, the electricity usage or demand exceeds the Minimum Contract Demand; and
  - ii. in accordance with increased distribution costs that are applied across the network.

These network charges are reviewed and updated annually to ensure they reflect Jemena's current network tariffs and costs.

Jemena will commence recovering the Network Tariff for this connection from the time the Customer begins receiving an electricity supply from the network after the Connection Works have been completed. Where the Customer's electricity demand from the network increases, the Customer may be eligible for a different tariff and can apply to be reassigned to that tariff.

Please note that Jemena does not directly bill the Customer for Jemena's distribution services, Jemena bills the Customer's electricity retailer. The Customer's electricity retailer may add the network charges to other electricity charges payable by the Customer and send the Customer a bill for all the charges relating to the Customer's supply of electricity. We encourage the Customer to discuss with the Customer's electricity retailer what the Network Tariff will mean for the Customer's electricity bills.

## 8. ACCEPTANCE OF THIS OFFER

If you elect to proceed with the Connection Works, the performance of the Connection Works will be governed by the Contract formed in accordance with clause 3(f) of the Contract Conditions.

The pricing in this *Offer* has been developed on the basis of Option a) set out in Section 5 of this *Offer*. If you wish to choose Option b) or c), please advise us and a new revised Offer will need to be issued.

To accept Jemena's Offer to perform the Connection Works and to secure connection to Jemena's network, please return (within the Validity Period set out in the *Offer Schedule*) the duly executed Contract together with the following:

- a) payment to Jemena Electricity Networks (Vic) Ltd of the Connection Charges, in the amount of **\$<Amount Payable> (Inc. GST)**. This amount can be paid by completing and returning the Payment Advice set out in *Appendix D* to this *Offer*; and
- b) the completed Tender Process Form set out at *Appendix C* of this *Offer*.

Please return the payment form to:

Credit Manager  
JEMENA Electricity Networks (Vic) Ltd  
PO Box 16182, Melbourne VIC 3000

Scanned originals of all of the other documents listed above, can be returned via email to the nominated Network Development Officer at <email>.

As set out in the Validity Period (*see the Offer Schedule below*), this *Offer* is valid for 20 Business Days after the date of this letter, after which time, the *Offer* will lapse and the project will be removed from our programming schedule, unless agreement to extend the Validity Period of the *Offer* has been provided by JEMENA in writing. The Project Fee will be retained by JEMENA and, if the Developer still requires JEMENA to provide a connection, they will need to complete another application and a new contract will be negotiated based on the terms and conditions available at the time of re-application.

If you have any inquiries or require assistance completing any of the forms, please contact the nominated Network Development Officer on <Phone> or via email at <email>.

Yours sincerely

<Project Manager>  
<Title>

## TABLE OF ATTACHMENTS:

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## OFFER SCHEDULE

1	Customer Company Name	<Insert Company Name>
2	Customer ABN (if applicable)	<Customer ABN>
3	Supply Address	<Project Address>
4	Type of Connection Services	New permanent or temporary connection, above 100Amps with augmentation (HV)
5	In Kind Contribution	N/A
6	Maximum Allocated Capacity	kVA
7	Minimum Contract Demand — Primary	kVA
8	Minimum Contract Demand - Reserve Feeder (if applicable)	N/A
9	Validity Period	20 Business Days from the date of this letter unless we agree in writing to extend that period.
10	Connection Charges	In accordance with the enclosed terms and conditions, the connection charge has been calculated for this service, and is provided at Appendix A.
11	Planned Construction Period	<Insert Construction Period> (from the site readiness date)
12	Supply Availability Date	<Supply Available Time> (From the date payment is received by Jemena)
13	Nominal Supply Voltage	V
14	Interest rate for overdue payment	5% over the 90 day Commonwealth Bank Bill rate
15	Security	N/A
16	Connection Works	Connection Works as described in the Connection Works Annexure of the contract.
17	Reserve Feeder Works (if applicable)	N/A
18	Connection Assets & Connection Point	<p><b>As outlined on drawing</b></p> <p><u>Connection Assets</u></p> <ul style="list-style-type: none"> <li>• &lt;Connection Asset&gt;</li> </ul> <p><u>Connection Point</u></p> <ul style="list-style-type: none"> <li>• &lt;Connection Assets&gt;</li> </ul>
19	Premises Connection Assets and party responsible for installation	Service connection facility to be supplied and installed by <Insert Company Name>.
20	Network extension or augmentation and associated costs (if applicable)	New works outlined on drawing with costs set out in Appendix A
21	Meter Information	<p>The retail customer must have appropriate metering installed.</p> <p>The Customer is required to contact their retailer to arrange for installation of an appropriate meter.</p> <p>(Note: Meter Service Charges are payable if the retailer requests JEMENA to supply and install the meter. The Meter Service Charges are additional fees which are not included in the Connection Charges).<sup>1</sup></p>
22	Statutory and other approvals to be obtained by JEMENA	N/A
23	Lease and / or easement required	[insert details of easement or lease]

<sup>1</sup> The amount of the meter service charge is set by the Australian Energy Regulator (AER).

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## SCHEDULE 1: CONNECTION WORKS AND PROVISION OF RESERVE FEEDER SERVICES CONTRACT TERMS AND CONDITIONS

### PART 1: INTRODUCTION

This contract sets out the terms and conditions on which JEMENA Electricity Networks (Vic) Ltd (JEMENA) will perform the Connection Works to allow the supply of electricity (via the Primary Connection and if requested, the Reserve Feeder) to be made available to the Supply Address.

The key obligations of the Customer in respect of taking an electricity supply from the Distribution Network are set out in various regulatory instruments. These obligations include (but are not limited to) the Customer:

- (a) ensuring that its electrical installation meets the requirements set out in the Electricity Distribution Code of Practice with regard to:
  - (i) power factor;
  - (ii) harmonic currents;
  - (iii) load balance; and
  - (iv) voltage fluctuations;
- (b) complying with electric line clearance requirements, including complying with the Electricity Safety (Electric Line Clearance) Regulations 2020 (Vic);
- (c) providing and maintaining facilities that are agreed between the parties or that are otherwise reasonably required to protect any of JEMENA's equipment;
- (d) ensuring that its demand for electricity at the Supply Address does not exceed the maximum capacity allocated to it on the Distribution Network it; and
- (e) ensuring that its protection equipment is at all times effectively coordinated with the electrical characteristics of JEMENA's distribution system and that the Customer does not change those protection settings without prior written consent from JEMENA.

The Customer requests JEMENA to undertake the works specified in this contract and in the Connection Works Annexure to allow for the connection and supply of electricity to the Customer at the Supply Address.

If either party discovers any ambiguity in this contract it will immediately notify the other party. In the case of any ambiguity in this contract, whether discovered by JEMENA or the Customer, the JEMENA Responsible Officer will determine the proper interpretation of this contract and JEMENA will perform the Connection Works in accordance with the interpretation prescribed by the JEMENA Responsible Officer.

Following completion of the Connection Works and the energisation of the connection point the supply of electricity to the Supply Address will not commence until:

- (a) a contract has been entered into with a retailer for the Supply Address; and
- (b) JEMENA has received details about the contract with that retailer; and
- (c) that retailer has requested energisation of the connection point(s).

An additional fee for energisation may be payable to JEMENA at the rate(s) set by the AER. The additional fee is not included in any charges set out in this contract. Any such fee will be billed via the retailer.

This contract only applies to the provision to the Customer of the Connection Works. After the Connection Works have been provided, and the connection has been established and energised, JEMENA will supply electricity under, and in accordance with, the terms and conditions of JEMENA's Deemed Standard Distribution Contract<sup>2</sup> (which is located on JEMENA's website or can be obtained by contacting us via the contact details set out below).

If you have any queries in relation to the Connection Works or the contract please contact JEMENA's Network Connections Team as follows:

Network Connections Department  
JEMENA Electricity Networks (Vic) Ltd  
PO Box 16182, Melbourne VIC 3000  
Phone: 1300 131 871  
[network.connections@JEMENA.com.au](mailto:network.connections@JEMENA.com.au)

Jemena and the customer agree that:

### 1. DEFINITIONS

The following words have these meanings in this contract unless the contrary intention appears:

**Adjustment Amount** means JEMENA's reasonable estimate of the cost of the completed Connection Works less the sum of:

- (a) the Connection Charges actually paid to JEMENA; plus
- (b) an amount which, in JEMENA's reasonable opinion, reflects the capital cost of the Connection Works which has been recouped by JEMENA via the Network Charges (if any) that have been paid by the Customer.

**Application Fee** means the amount JEMENA notifies the Customer is payable for the purposes of recovering the costs and expenses reasonably incurred by in assessing the Customer's application and making an offer.

**Assumed Connection Period** means the period which commences on the date of energisation and continues for a period of 15 year for business customers and 30 years for residential customers.

**Business Day** means a day that is not:

- (a) a Saturday or Sunday; or
- (b) observed as a public holiday on the same day in each of the participating jurisdictions (except the Commonwealth).

**Codes** means any code, code of practice, order, or other instrument applying from time to time to the Victorian region of the National Electricity Market, whether pursuant to statute, an order or certification of the ESC or otherwise;

**Confidential Information** means all confidential, non-public or proprietary information (regardless of how the information is stored or delivered), that is provided by one party to another before, on or after the date of this contract relating to the Connection Works and includes this contract and any reports, records, data and studies made or generated in the course of providing the Connection Works.

**Connection Charge(s)** means the amount set out in the Schedule, being the amount payable by the Customer for the Connection Works calculated in accordance with Appendix A to the offer utilising the Assumed Connection Period.

**Connection Works** means the works to be completed pursuant to this contract as specified in item 16 of the Schedule and the Connection Works Annexure, which includes the Primary Connection Works and if requested, the Reserve Feeder Works, and for avoidance of doubt, includes the commissioning and connection of the Plant and Equipment to the Distribution Network;

**Consequential Loss** means:

- (a) loss of opportunity, revenue, profit or anticipated profit, contracts, or goodwill;
- (b) loss arising from business interruption;
- (c) liability arising out of or in connection with pollution or contamination; or
- (d) indirect or consequential loss.

For the purpose of this definition, 'indirect and consequential loss' means, and will be strictly limited to, loss which:

- (e) at the time of entering into this contract, was in the contemplation of the parties as being the probable result of the event giving rise to the loss and that comprised of special circumstances of which the parties were aware; and
- (f) does not arise naturally according to the usual course of things;

**Deemed Distribution Contract** means JEMENA's Deemed Electricity Distribution Contract published under section 40A of the *Electricity Industry Act 2000* (Vic);

**Distribution Network** means JEMENA's electricity distribution network as defined in its electricity distribution licence issued by the ESC.

**Embedded Network** means a private electricity network which serves multiple premises through child connection points and is located within, and connected to JEMENA's distribution network through a parent connection point.

**Electricity Distribution Code of Practice** means the electricity distribution code of practice issued by the ESC pursuant to the *Electricity Industry Act 2000* (Vic);

**Electricity Law** means the *Electricity Industry Act 2000* (Vic), the *Electricity Safety Act 1998* (Vic), the *Essential Services Commission Act 2001* (Vic) and the regulations and determinations under those Acts, the *National Electricity (Victoria) Act 2005* (Vic) and the National Electricity Law, the Codes, the Deemed Distribution Contract and any other law, statute, regulation, proclamation, order in council, direction, tariff, guideline or standard which can be enforced by law or by a regulatory authority against a participant in the Victorian region of the National Electricity Market;

**ESC** means the Essential Services Commission established under the *Essential Services Commission Act 2001* (Vic) or anybody which assumes its functions;

**In Kind Contribution** means the amount JEMENA advises the Customer is payable as a rebate to the Customer where the Customer engages a JEMENA approved contractor to undertake the contestable portion of the Connection Works.

**Latent Condition** has the meaning given to that term by clause 13 (a).

**Meter Service Charges** means, where JEMENA is supplying a meter the meter service charge is the cost of the meter (as determined by the rates fixed by the AER).

<sup>2</sup> [jemena.com.au/documents/electricity/deemed-standard-distribution-contract](http://jemena.com.au/documents/electricity/deemed-standard-distribution-contract)

**Minimum Contract Demand** means the minimum demand that the Customer will be billed for over the entire period the Customer is connected to JEMENA's network at the Supply Address and where applicable set out in the Schedule.

**National Electricity Law** means the 'National Electricity Law' which applies in Victoria as a result of the operation of section 6 of the *National Electricity (Victoria) Act 2005* (Vic);

**National Electricity Market** means the market for wholesale trading in electricity operated by Australian Energy Market Operator Limited ACN 072 010 327 (and any successor) under the National Electricity Law and the National Electricity Rules;

**National Electricity Rules** means the rules made under the National Electricity Law;

**Network Charges** means the network charges recoverable by JEMENA from the Customer over the life of the Customer's connection to the Distribution Network and which are based on the Customer's load at the Point of Supply and where applicable the Minimum Contract Demand.

**GST** means goods and services tax or similar value added tax levied or imposed in the Commonwealth of Australia pursuant to the GST law;

**GST law** has the meaning given to such term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or a successor Act;

**Plan** means any plan or plans contained in the Connection Works Annexure which are included in this contract for the purposes of delimiting the Supply Address or otherwise describing the Connection Works.

**Planned Construction Period** has the meaning ascribed to it in item 11 of the Schedule as amended or extended by JEMENA in accordance with this contract.

**Plant and Equipment** means:

a) plant and equipment installed by JEMENA as part of the Connection Works including, where applicable, automated or manual changeover equipment; and

b) any plant and equipment installed by the Customer on the Distribution Network side of the Supply Point, that is required for the connection and supply of electricity to the Customer at the Supply Address.

**Primary Connection** means the primary connection from the Supply Address to the Distribution Network being provided by JEMENA to the Customer under this contract.

**Primary Connection Works** means that part of the works specified in item 16 of the Schedule and the Connection Works Annexure which relate to the Primary Connection (only).

**Qualifications** means a *Registered Electrical Contractor* or any alternative qualification accepted or agreed to by Energy Safe Victoria.

**Registered Electrical Contractor** means any person in the business of electrical contracting or offering to contract who is registered by Energy Safe Victoria as an electrical contractor.

**Request for Commencement of Supply Form** means a form available upon request which is required to be completed by the Customer and returned to JEMENA after the Connection Works have been completed in order to finalise the connection at the Supply Address.

**Reserve Feeder** means the secondary connection to the Distribution Network provided by JEMENA to the Customer under this contract and which is in addition to the Customer's Primary Connection.

**Reserve Feeder Charge** means the Reserve Feeder charge calculated in accordance with clause 18.3 of these Conditions.

**Reserve Feeder Works** means those parts of the works specified in item 17 of the Schedule and the Connection Works Annexure which relate to the Reserve Feeder and any other dedicated connection works, other than the Primary Connection Works.

**Safety and Technical Requirements** includes the Electricity Industry Act 2000 (Vic), the Electricity Safety Act 1998 (Vic), the Essential Services Commission Act 2001 (Vic), the National Electricity (Victoria) Act 2005 (Vic), the National Electricity (Victoria) Further Amendment Act 2016, the National Electricity Rules, the Occupational Health and Safety Act 2004 and any regulations or determinations under those Acts (including the Electricity Safety (General) Regulations 2019, Electricity Safety (Electric Line Clearance) Regulations 2020 (Vic) and the Occupational Health and Safety Regulations 2017), the National Electricity Law, any codes (including the Electricity Distribution Code of Practice), the Victorian *Service Installation Rules*, the Victorian Electricity Supply Industry (VESI) The Green Book 2013, VESI Fieldworkers Handbook 2008, VESI Skills and Training Guideline 2016, VESI Installation Supply Connection Test & Procedures 2016, VESI Tasks for the Application of Safe Approach Distance - Special, any order (including Orders in Council G17, G33 and G36), or other instrument applying from time to time in Victorian to the electricity market, any order or certification of the ESC, Worksafe or other government or regulatory body have jurisdiction over the electricity industry or the subject matter of this contract, AS2467 - Maintenance of Electrical switchgear, AS/NZS3000:2007 - Australian/New Zealand Wiring Rules, AS/NZS61000 - Electromagnetic Compatibility, AS4777 - Grid Connection of Energy Systems via Inverters, AS/ANZS 5033:2012 - Installation of Photovoltaic (PV) Arrays, AS/NZS3760 - In-Service Safety Inspection and Testing of Electrical Equipment, any guidelines (including the Clean Energy Council (CEC) webpage - Solar Accredited Section - Compliance and Standards and guidelines issued by WorkSafe) and any other Law, statute, regulation, proclamation, order in council, direction, tariff, guideline or standard which can be enforced by Law or by a regulatory authority applicable to the electricity industry or to the subject matter of this contract, JEMENA internal guidelines (including AMI Electricity Meter Installation, Configuration & Commissioning (ELE PR 1501), Customer Installation Defect Management Procedure (ELE PR 1408), Work Instruction / Meter Installation -fixing screws (ELE WI 1522), JEMENA Electricity Network Asbestos Management Plan (JEN PL 3001),

JEMENA Electricity Network Environmental Management Plan (JEN PL 0061), Testing of Connections and Energisation of Customer Supplies (ELE PR 0023), JEMENA Sub-Contractor Engagement Guide for Works on JEMENA Electricity Network (ELE GU 0015), any other requirements we may advise you of from time to time and includes any amendment to, or replacement of, such instruments from time to time.

**Service Installation Rules** means the Victorian Services and Installation Rules with which all connections or proposed connections to JEMENA's electricity distribution network must comply with as a condition of acquiring and maintaining an electricity supply;

**Schedule** means the schedule attached to the offer made to the Customer.

**Supply Address** means the address set out in item 23 of the Schedule.

**Supply Connection Fee** means the amount JEMENA advises the Customer is payable for the purposes of recovering the costs and expenses reasonably incurred by JEMENA in establishing the physical connection between a connection point (as agreed to, or specified by, us) at the supply address and our distribution network.

**Tender Fee** means the amount JEMENA advises the Customer is payable for the purposes recovering the costs and expenses reasonably incurred by JEMENA in undertaking the public tender process and conducting any associated processes (such as inducting any selected contractor) as set out in item 24 of the Schedule.

Other capitalised terms used in this contract have the meanings given to those terms in the Schedule.

## PART 2. CONDITIONS PRECEDENT

### 2. CONDITIONS PRECEDENT

#### 2.1 General

JEMENA's obligations under this contract shall not commence until the following conditions precedent have been met to the reasonable satisfaction of, or waived in accordance with clause 2.2 by, JEMENA:

- the Customer providing to JEMENA a properly executed copy of this contract;
- JEMENA receiving payment of any amounts payable by the Customer in accordance with this contract (including the Application Fee, any Tender Fee any Connection Charges and any Supply Connection Fee).
- if specified in the Schedule, the Customer entering into a lease with and / or granting an easement in favour of, JEMENA (or procuring for JEMENA such a lease and / or easement or, if agreed by JEMENA, a licence in the form set out in Attachment C of the Connection Works Annexure) in accordance with clause 23 and providing all other documentation in accordance with clause 233;
- the Customer granting to JEMENA (or procuring for JEMENA) free, unrestricted and safe access, including vehicular access, to the Supply Address or any other area required by JEMENA for the performance of the Connection Works (including access to any proposed corridors through which the Connection Works will be constructed):
  - for the duration of the Planned Construction Period or, if required, for the period during which the Customer's Supply Address is connected to JEMENA's distribution system; and
  - at any other time reasonably requested by JEMENA to enable JEMENA to comply with its obligations under this contract.
- the Customer complying with its obligations in clause 3;
- the Customer obtaining all necessary statutory and other approvals required for JEMENA's performance of the Connection Works other than those approvals expressly stated in item 22 of the Schedule; and
- any and all other works required to enable the Connection Works to commence have been performed and completed by the Customer to the reasonable satisfaction of JEMENA.

#### 2.2 Waiver of Conditions

- JEMENA, in its absolute discretion, may waive any of the conditions precedent in clause 2.1 in writing to the Customer and no waiver of one condition will constitute a waiver of any other condition of this contract or any right or remedy at law.

#### 2.3 Consequences of Failure to meet Conditions Precedent

- If the conditions precedent in clause 2.1 are not satisfied within 25 Business Days of the Contract Acceptance Date, or waived by JEMENA in accordance with clause 2.2, this contract may be terminated by JEMENA giving the Customer 3 days' notice.
- If this contract is terminated in accordance with clause 2.3(a), this contract will be of no further force and effect and the parties will be released from their obligations under this contract. Neither party will have any liability to the other arising out of or in connection with the termination of this contract in accordance with clause 2.3(a) except as provided for in clause 2.3(a).

### 3. OFFER AND ACCEPTANCE

- JEMENA will assess the Customer's application and will, within 20 Business Days of receipt of the application, provide the Customer with advice of:
  - any deficiency in the Customer's application. If the Customer's application is deficient JEMENA may require the Customer to complete or amend the Customer's application and re-submit it; or
  - any additional information JEMENA may require to assess the Customer's application. The Customer must provide that information before JEMENA can make an offer to the Customer for completion of the Connection Works.
- JEMENA will use its best endeavours to make an offer to the Customer to undertake the Connection Works within 65 Business Days after the last to occur of:
  - receipt of a completed application and payment of any Application Fee;

- (ii) where the Customer has requested JEMENA to conduct a public tender for completion of the Connection Works, payment of the Tender Fee;
  - (iii) completion of any necessary site visit; or
  - (iv) receipt of any information JEMENA requests the Customer to provide.
- (c) The terms and conditions contained in this contract comprise an offer to the Customer which is valid and may be accepted by the Customer up to the date which is 20 Business Days from the date of the offer letter (unless the period for acceptance is extended by agreement in writing by JEMENA).
- (d) This contract will be formed on the date the Customer accepts the Offer by delivering to JEMENA an executed copy of this contract together with payment of any amounts payable in accordance with this contract (including the Application Fee, any Tender Fee, any Connection Charges).
- (e) If the Customer fails to return an executed copy of this contract to JEMENA together with the Schedule and payment of the Connection Charge within 20 Business Days of the offer letter, the offer lapses and the offer and this contract are null and void unless the period for acceptance is extended by agreement in writing by JEMENA.
- (f) This contract (formed in accordance with clause 3(d)) shall consist of the offer, any special conditions in the Connection Works Annexure, the Offer Schedule and any Offer Appendices, these Contract Conditions (including the Connection Works Annexure and any attachments) and the Customer's application. In the event, and to the extent, of any inconsistency between these documents the following order of precedence shall apply:
- (i) the offer;
  - (ii) any special conditions in the Connection Works Annexure;
  - (iii) the Offer Schedule and any Offer Appendices;
  - (iv) these Contract Conditions;
  - (v) the Connection Works Annexure (excluding any of the Connection Works Annexure's special conditions) and any attachments; and
  - (vi) the Customer's application.

#### 4. NOTICES

All notices from the Customer to JEMENA under this contract must be in writing and addressed to the JEMENA Responsible Officer, and where posted, sent to the Issuing Office. Subject to clause 18.4(c), JEMENA must direct all notices in writing under this contract to the Customer Responsible Officer, and where posted, sent to the Postal Address. The Customer must notify JEMENA immediately of any change to the Postal Address.

All notices under this contract will be taken to have been received:

- (a) in the case of delivery in person, when delivered;
- (b) where posted, two Business Days after the date of posting; and
- (c) where dispatched by facsimile transmission, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages, the correct destination fax machine number and the result of the transmission as "OK",

but if the delivery or receipt is not on a Business Day or is after 4.00 pm (addressee's time) it will be taken to have been received at 9.00 am on the following Business Day.

#### 5. PLAN OF SUPPLY ADDRESS

The Supply Address may be further described in the Connection Works Annexure by reference to the Plan or Plans (if any) or otherwise.

### PART 3: DESIGN

#### 6. DESIGN OF CONNECTION WORKS

JEMENA must design the Connection Works in accordance with:

- (a) the requirements of these Contract Conditions;
- (b) the requirements of the Connection Works Annexure;
- (c) JEMENA's current distribution practices;
- (d) the *Electricity Safety (General) Regulations 2019* (Vic);
- (e) the requirements of appropriate planning authorities under planning legislation or regulations including the *Planning and Environment Act 1987* (Vic); and
- (f) any other legislation and regulations directly relevant to the design of the Connection Works.

The Connection Works will be designed so that the Maximum Allocated Capacity (as defined in the Schedule) can be provided to the Customer from the Distribution Network.

JEMENA will not be responsible for or in any way liable in respect of the accuracy or the contents of any reports, data, test results or any other information whatsoever provided by the Customer to JEMENA in relation to the Connection Works. The Customer shall indemnify JEMENA against any costs, losses or expenses suffered or incurred by JEMENA howsoever caused arising out of or in connection with the provision or lack of provision of information to JEMENA.

#### 7. METERING AND CUSTOMER INSTALLED EQUIPMENT

Appropriate metering must be installed at the Supply Address. If JEMENA is requested by a retailer to supply a meter to the Supply Address JEMENA will install an AMI Type 5 meter unless the retailer requests an alternative meter. If the retailer does not request JEMENA to provide a meter it is the Customer's responsibility to source and install an appropriate meter. The meter(s) must be installed at the Supply Address before JEMENA are obliged to undertake any Connection Works.

Please note, that the Connection Charges do not include the cost of supplying a meter. If JEMENA is requested by a retailer to supply a meter the cost of the meter will be recovered through our Meter Service Charges which will be billed via the retailer.

Electricity metering equipment in respect of the Customer's connection to the Distribution Network will be located at a site chosen by JEMENA. JEMENA will endeavour to ensure where possible that such a location meets the reasonable requirements of the Customer.

If, at any time from the date of this contract, the Customer proposes to modify, augment or otherwise change the Customer's existing electrical installation or proposes to install additional equipment on its electrical installation, the Customer must provide JEMENA with plans and specifications of such modifications, augmentation, changes or additions for JEMENA's approval before commencing such works or ordering such equipment. The Customer must not perform any work in relation to its electrical installation without JEMENA's approval of such plans and specifications.

JEMENA may, acting reasonably, accept or reject the plans and specifications (or require amendments to the plans and specifications) provided by the Customer to JEMENA under this clause 5.

Where approval is granted by JEMENA under this clause 5, the Customer must ensure that all works and the new installation or addition to the electrical installation comply with the Electricity Law.

#### 8. CUSTOMER'S CONNECTION

##### The Connection Works Shall Be Provided As Follows:

- (a) the Supply Address will be connected via the connection point identified at item 18 of the Schedule. The location of the connection point defined in the Schedule is approximate only. Where the actual location of the connection point is different from that described in the Schedule, the Customer acknowledges and agrees that JEMENA will in no way be liable to the Customer for any resultant cost, loss or expense incurred by the Customer;
- (b) the connection assets required at the connection point are identified at, item 18 of the Schedule;
- (c) the premises connection assets and additional equipment to be installed at the Supply Address are identified, and are required to be provided by the party nominated, at item 19 of the Schedule;
- (d) the extensions or augmentations to JEMENA's distribution network required to be undertaken to provide the Connection Works and the costs of such extensions or augmentations are set out at item 20 of the Schedule.

Following completion of the Connection Works the Customer must:

- (a) complete, and return to JEMENA, a Request for Commencement of Supply Form;
- (b) pay the Supply Connection Fee. The Supply Connection Fee is not included in, and must be paid in addition to the Connection Charges. This contract will apply to any work required to be undertaken by JEMENA after receipt of a Request for Commencement of Supply Form.

#### 9. SUPPLY AVAILABILITY

The Customer acknowledges and agrees that this contract is not an agreement for the energisation or supply of electricity to the Customer and it is the Customer's responsibility to make such arrangements with a licenced retailer.

For the avoidance of doubt, notwithstanding any arrangements between the Customer and the licenced retailer, JEMENA is not obliged to energise until:

- (a) the Customer's electricity retailer (which may be any licenced electricity retailer) directs JEMENA to connect the Customer; and
- (b) an inspector is satisfied that the electrical installation at the Supply Address (completed or partly constructed or a temporary installation for building purposes) to which supply is to be connected, is in accordance with the *Electricity Safety (General) Regulations 2019* (Vic) and the Electricity Distribution Code of Practice.

#### 10. SYSTEM OF SUPPLY

- (a) The Connection Works will be performed so that on their completion, electricity supply is able to be made available to the Point of Supply:
  - (i) in the number of phases and Nominal Supply Voltage specified in the Schedule; and
  - (ii) at the Minimum Contract Demand.
- (b) The Customer acknowledges and agrees that it is responsible for ensuring that the Customer's electrical installation at the Supply Address can accept, receive or otherwise operate:
  - (i) in the number of phases and Nominal Supply Voltage specified in the Schedule; and
  - (ii) up to the Maximum Supply Capacity,
 and that JEMENA makes no warranties or representations with regards to such matters.

#### 11. CHANGES OR VARIATIONS TO THE CONNECTION WORKS

- (a) The parties must agree in writing any change or variation to the design or the scope of the Connection Works.
- (b) In the event of any such change or variation being agreed upon, JEMENA shall be entitled to:
  - (i) recalculate the Connection Charges to reflect any additional costs arising from the variation to the design or the scope of the Connection Works (and the Customer must pay the amount of any increase to JEMENA); and
  - (ii) an extension to the Planned Construction Period to the extent that the length of the existing Planned Construction Period is an insufficient period within which to complete the changed or varied Connection Works.
- (c) JEMENA must not perform any changes or variations to the design or the scope of the Connection Works until all the details specified in this clause 11 have been agreed by JEMENA and the Customer in writing.

### PART 4: DEVELOPERS OBLIGATIONS

## 12. TREE CLEARING

Tree clearing at the Supply Address prior to, and during, the Connection Works is the sole responsibility of the Customer. Furthermore, the Customer grants JEMENA full authority to remove any remaining trees or parts of trees at the Supply Address at the Customer's expense if their presence, in the opinion of the JEMENA Responsible Officer, constitutes a threat to the safety of persons or the Connection Works or may result in a failure by JEMENA to complete the Connection Works within the Planned Construction Period.

Tree clearing includes stump removal, chemical treatment to prevent stump regrowth, removal of debris and any restoration works required by any relevant authority. In all cases, JEMENA will initially consult with the relevant authorities to identify the tree clearing required for the Connection Works and will notify the Customer in writing when this has been done.

The Customer will be responsible for obtaining all permits necessary to carry out the tree clearing works. The Customer will bear sole responsibility for compliance with the terms of all planning permits issued for these purposes, and for claims for any third party loss or damage arising from such works.

Where the Customer is to undertake any tree clearing in close proximity to JEMENA's Distribution Network or JEMENA assets, such clearing must be undertaken under the supervision of the JEMENA Responsible Officer.

## 13. LATENT CONDITIONS

- (a) A latent condition means any physical conditions whatsoever at, on, under or near the Supply Address, including rock, boulders, contamination and artificial things, which, in the opinion of the JEMENA Responsible Officer, differ materially from the physical conditions which could reasonably have been anticipated by JEMENA at the time of entering into this contract (**Latent Condition**).
- (b) In the event JEMENA encounters a Latent Condition during its performance of the Connection Works which may result in a:
  - (i) a delay to;
  - (ii) a variation of; or
  - (iii) an increased cost to JEMENA of performing;
- (c) The Connection Works, the parties shall use their best endeavours to agree in writing:
  - (iv) payment by the Customer to JEMENA of those additional costs arising from the Latent Condition; and
  - (v) an extension to the Planned Construction Period as is reasonable in the circumstances.
- (d) If the parties are unable to reach agreement as specified in clause 13(b), either party may, by notice in writing to the other, terminate this contract. In this event, the Customer must pay to JEMENA an amount equal to the costs of the Connection Works already performed as at the date of termination and any other costs to JEMENA of demobilising the Connection Works and of making the Supply Address and Connection Works (that have been completed) safe.
- (e) If the amount calculated by JEMENA pursuant to clause 13(c) is more than the Connection Charges, then the Customer must pay to JEMENA the difference between such amount and the Connection Charges within a timeframe reasonably requested by JEMENA (but in any case within 15 Business Days).

## PART 6: JEMENA'S OBLIGATIONS

### 14. JEMENA CONDUCT OF CONNECTION WORKS

JEMENA must complete the Connection Works in accordance with:

- (a) the requirements of these Conditions;
- (b) the details set out in the Connection Works Annexure; and
- (c) all relevant legal and regulatory requirements as may be in force from time to time which are relevant to the provision of the Connection Works.

Subject to the other provisions of this contract (including clause 26) and to:

- (a) completion by the Customer of any necessary works (including if required installation by the Customer of a meter);
- (b) compliance by the Customer with the Customer's obligations under this contract (including the requirements to make payment to JEMENA or provide security, comply with the Safety and Technical Obligations and providing JEMENA with safe and unhindered access to the Supply Address); and
- (c) the availability of materials necessary to complete the Connection Works where such Connection Works are being undertaken by JEMENA; JEMENA will use its best endeavours to:
  - (i) commence the installation of the Connection Works during the Planned Construction Period; and
  - (ii) complete the installation of the Connection Works by the Supply Availability Date.

JEMENA must obtain those statutory and other approvals required for performance of the Connection Works specified in item 22 of the Schedule (if any). The Customer acknowledges it is responsible for obtaining all other necessary statutory and other approvals required for performance of the Connection Works.

### 15. COMPLETION OF CONNECTION WORKS

- (a) When the JEMENA Responsible Officer is of the opinion that the Connection Works have reached completion, the JEMENA Responsible Officer must inform the Customer Responsible Officer of such opinion.
- (b) Within 5 Business Days of the JEMENA Responsible Officer informing the Customer Responsible Officer that the Connection Works have reached completion, the Customer Responsible Officer must inform the JEMENA Responsible Officer:

- (i) that the Customer Responsible Officer agrees that the Connection Works have reached completion; or
  - (ii) if the Customer Responsible Officer does not agree that completion has been reached, of all matters which, in the reasonable opinion of the Customer Responsible Officer, are required to be done for the Connection Works to reach completion.
- (c) If JEMENA agrees that all or some of the matters specified by the Customer Responsible Officer to JEMENA under clause 15(b) remain outstanding, JEMENA will rectify such outstanding matters within a reasonable time. If JEMENA does not agree that the matters specified by the Customer Responsible Officer are outstanding, the dispute resolution procedure in clause 29 will apply.

### 16. OWNERSHIP OF CONNECTION WORKS

- (a) Unless otherwise expressly agreed by the parties in writing, all Plant and Equipment will be and remains the property of JEMENA.
- (b) For the avoidance of doubt, the Customer and JEMENA agree that in consideration for the obligations assumed by JEMENA in this contract:
  - (i) ownership of; and
  - (ii) unencumbered title to;any Plant and Equipment owned by the Customer shall be deemed to immediately vest in JEMENA upon installation of such Plant and Equipment on the Distribution Network..

### 17. REMOVAL OF THE CONNECTION WORKS

JEMENA may at any time after cessation of the electricity supply from the Distribution Network to the Supply Address, remove part or all of the Plant and Equipment.

JEMENA may alter, replace or otherwise deal with the Plant and Equipment at any time and in its sole and absolute discretion.

## PART 7: GENERAL

### 18. PAYMENT

#### 18.1 Connection Charges

- (a) The Customer must:
  - (i) pay the Application Fee, any Tender Fee, any Connection Charges and any Supply Connection Fee as required by this contract;
  - (ii) if item 15 of the Schedule indicates that security is required, provide any security in the form and amount required by JEMENA. The purpose of the security is to ensure the due and proper performance by the Customer of the Customer's obligations under this contract (including the obligations under this clause 18). JEMENA shall be entitled to have recourse to, and convert the security into money, whenever JEMENA believes (acting reasonably) that JEMENA is entitled to payment of money from the Customer or that JEMENA has a right under the contract in respect of the security or where the security has an expiry date and has not been replaced by the Customer 30 days before that expiry date.
- (b) Payment shall be made via the methods set out in the payment advice located at Appendix D to the offer.
- (c) The Customer acknowledges that:
  - (i) JEMENA has calculated the Connection Charges on the basis of the information supplied by the Customer (including the metering arrangement) and on the basis that JEMENA will in part recover costs in relation to the Connection Works through its Network Charges. The Customer must pay the Connection Charges as a lump sum upon entering into this contract in accordance with clause 3;
  - (ii) The amounts payable under this contract have been calculated in accordance with applicable laws, JEMENA's connection and tariff policies. JEMENA's connection policy is available on our website or you can contact JEMENA to obtain a printed copy
- (d) If, at any time:
  - (i) before the completion of the Connection Works the Customer seeks to change the metering arrangement, the Minimum Contract Demand and/or create an Embedded Network; or
  - (ii) after the Connection Works have been completed the Customer wishes to change the metering arrangement and/or create an Embedded Network, re-set the Minimum Contract Demand to a lesser amount, no longer occupies the Supply Address and/or seeks to abolish or otherwise terminate the Point of Supply or the Customer transfers the Supply Address to another person who does not take supply at the level at the Minimum Contract Demand set out in item 7 of the Schedule;the Customer agrees that JEMENA will retain all moneys paid by the Customer and that JEMENA may, in its absolute discretion, issue to the Customer an invoice for an Adjustment Amount which the Customer must pay within 30 days of the date of invoice. This Adjustment Amount will be taken to form part of the Network Charges payable under this Contract and/or the Deemed Distribution Contract (if applicable).

#### 18.2 Network Tariff and Network Charges

- (a) The Customer:
  - (i) acknowledges that JEMENA is entitled to recover; and
  - (ii) agrees to pay;the Network Charges and that the charges will be calculated using the Minimum Contract Demand - Primary (as a minimum) and in accordance with the Deemed Distribution Contract and JEMENA's applicable connection and tariff policies. In the event that the Customer's actual demand exceeds the Minimum Contract Demand - Primary set out in item 7 of the Schedule then the Network Charges payable by the Customer may increase.

- (b) The Customer acknowledges that the network tariff applicable to the Point of Supply will be calculated as per the applicable published rate on the JEMENA web-site, as amended from time to time. The Customer acknowledges and agrees that its billed demand will not be less than the Minimum Contract Demand - Primary, unless the parties agree otherwise in writing where such an agreement will apply in the event of an inconsistency with the Deemed Distribution Contract.

### 18.3 Reserve Feeder Charge

If the Customer requests a Reserve Feeder, the Customer agrees to pay to JEMENA from the date of this Contract a Reserve Feeder Contract Demand (as a minimum). In the event that the Customer's actual demand exceeds the Minimum Contract Demand - Reserve set out in item 8 of the Schedule then the Reserve Feeder Charge payable by the Customer may increase. The Reserve Feeder rate shall be:

- (a) as per the applicable published rate on the JEMENA web-site; and
- (b) thereafter, adjusted each year in accordance with the Electricity Distribution Price Determination.

### 18.4 Invoices

(a) Notwithstanding the Customer disputing or seeking to dispute any invoice issued by JEMENA, the Customer must pay JEMENA's invoices within the timeframes set out in this contract or the relevant invoice. In the event that any dispute in relation to an invoice is subsequently resolved and the Customer is found to have overpaid, JEMENA must pay to the Customer the amount the Customer has overpaid plus interest on that amount at the Interest Rate specified in item 14 of the Schedule, from the date the payment was made by the Customer until the date of payment by JEMENA.

(b) If the Customer fails to pay a JEMENA invoice within the timeframes set out in this contract or the relevant invoice, the Customer must pay the Interest Rate on the unpaid amount at the rate specified in item 14 of the Schedule.

(c) Within 20 Business Days of the Customer moving from the Supply Address, the Customer must send written notice of its new address to the following address:

Networks Commercial Operation  
Level 16, 567 Collins Street  
Melbourne, VIC 3000

### 19. GST

(a) Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of supplies made in relation to this contract are exclusive of GST (if any). If GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this contract, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ("Payment") shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.

(b) Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.

(c) All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the supply.

(d) Where in relation to this contract a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.

(e) Terms defined in GST law have the same meaning when used in this clause 19.

### 20. SUBCONTRACTING AND AGENCY

(a) JEMENA may, in its sole and absolute discretion, subcontract or use an agent to carry out all or part of its obligations in respect of the Connection Works.

(b) JEMENA by subcontracting or using an agent shall not be relieved of any of its liabilities or obligations under this contract.

(c) For the purposes of this clause 20, Connection Works shall include design and project management of the Connection Works.

### 21. CUSTOMER'S OBLIGATIONS

The Customer must:

(a) provide JEMENA and its subcontractors and agents with convenient, free, unrestricted and safe access to:

- (i) the Supply Address for the duration of the Planned Construction Period;
- (ii) to JEMENA's equipment for any purpose associated with the connection, metering or billing;
- (iii) to the electrical installation(s) at the Supply Address for the purpose of inspection or testing, or connecting, disconnecting or reconnecting supply;

at hours reasonably required by JEMENA (or its subcontractors or agents) to perform its obligations under this contract;

(b) ensure to the satisfaction of the JEMENA Responsible Officer that, as far as practicable, the workplace and the means of access to and egress from the workplace are safe and without risks to health;

(c) unless otherwise stated in the Connection Works Annexure, arrange and be responsible for all necessary consultations with property owners and occupiers in relation to the Connection Works;

(d) provide to the satisfaction of the JEMENA Responsible Officer access roads suitable for JEMENA's construction vehicles and plant to access for the purposes of completing the Connection Works at the Supply Address;

(e) comply with the Electricity Law and all other legal and regulatory requirements, Codes, guidelines and Australian standards as may be in force from time to time which are relevant to the provision of the Connection Works, and this contract;

(f) ensure the safety of JEMENA's plant and equipment at the Supply Address to the satisfaction of the JEMENA Responsible Officer;

(g) install any appropriate protection for its electrical installation and any equipment at the Supply Address, having regard to the operating characteristics of the automated or manual changeover equipment;

(h) provide sufficient space at the Supply Address to accommodate JEMENA's assets;

(i) must protect JEMENA's assets from harm, agree not to tamper with, adjust, disconnect, by-pass, interfere with or otherwise damage or render inoperable or inaccurate the metering equipment and use best endeavours to ensure that no other person does so or attempts to do so;

(j) arrange and pay for all works necessary for any repairs or maintenance from time to time and to the satisfaction of JEMENA to:

- (i) any facility used to house or protect the Plant and Equipment; or
- (ii) plant and equipment owned by the Customer;

(k) provide JEMENA with a correctly completed Prescribed Certificate of Electrical Safety (CES) (supplied by the Customer's Registered Electrical Contractor);

(l) ensure that any electrical work is required to be undertaken at the Supply Address by, or on behalf of the Customer (including any contestable works which may include the installation of a meter) is carried out:

- (i) only by a person with the necessary Qualifications;
- (ii) in accordance with all Safety and Technical Requirements; and

(m) the Customer must pay any amounts payable under this contract including the Application Fee, any applicable Tender Fee, any applicable Connection Charges, any applicable Supply Connection Fee, any charge for provision of a meter by JEMENA and any additional payments required by this contract (including any charges for wasted truck visits or fees for energisation).

### 22. CUSTOMER TO CONSTRUCT PART OR ALL THE CONNECTION WORKS

If the Customer chooses to appoint a contractor to undertake the contestable portion of the Connection Works or JEMENA agrees in writing that the Customer may undertake works which are ancillary or incidental to the Connection Works, including trenching outside the boundary of the Supply Address, then the Customer must use a contractor approved by JEMENA to carry out the works and advise JEMENA of the date of commencement of the works and the expected time period in which the works will be completed.

The Customer must ensure that any works carried out by it under this clause 22 do not interfere with JEMENA's performance of the Connection Works or cause any delay to the completion of the Connection Works by JEMENA. JEMENA will not be liable in respect of any delay, cost, claim or expense whatsoever arising out of the Customer's performance of works under this clause.

If the contestable works completed by the Customer's contractor:

(a) have been commissioned and designed and constructed in accordance with JEMENA's requirements; and

(b) JEMENA has agreed to take over ownership of those works; JEMENA shall pay a rebate to the Customer the In Kind Contribution.

### 23. LEASE AND EASEMENT

If specified in item 23 of the Schedule, the Customer must grant, or procure the registered proprietor of the property comprising the Supply Address to grant, to JEMENA:

(a) a lease for a total rental of 10 cents for a period of 30 years, renewable for a further 30 years, over all areas of land required for the installation, operation and maintenance of the Connection Works; or

(b) an easement over all areas of land required for the installation, operation and maintenance of the Connection Works, (whichever is specified in item 23 of the Schedule).

A copy of the lease or easement documents is either attached to this contract in Contract Works Annexure or will be issued at a later date by JEMENA for completion and execution by the registered proprietor. The Customer must supply JEMENA with the signed lease or easement an accurate, surveyed plan showing the outer limits of the leased or easement area.

The Customer must procure other parties having an interest in the property comprising the Supply Address by mortgages, caveats or other legal instruments to consent to the granting of the lease or easement by signature in the lease or easement documents, with all associated costs borne by the Customer.

The Customer must pay all legal costs including Government charges required for the execution of the lease or easement documents and any further transfer or assurance of leasehold or easement estates to the affected property.

JEMENA may lodge a caveat in its favour at the Victorian Land Registry in respect of the Supply Address. JEMENA will bear the costs of this lodgement. The Customer must not hinder or attempt to prevent the registration of such caveat.

JEMENA is not obliged to commence the Connection Works until legal tenure for the Connection Works on the property is assured by execution

of the lease or easement documents or as otherwise agreed by the parties in writing.

#### **24. MAXIMUM SUPPLY CAPACITY**

The Connection Works will be designed and performed so that the maximum level of supply available at the Supply Address is the Maximum Supply Capacity measured in kilovolt Amperes (kVA) as specified in item 6 of the Schedule or as notified from time to time by the JEMENA Responsible Officer.

The Customer must ensure that the demand for electricity at the Supply Address does not exceed the maximum allocated capacity:

- (a) for the connection as set out at item 6 of the Schedule; and
- (b) if applicable, for any Reserve Feeder as set out at item 5 of the Schedule.

JEMENA shall endeavour to provide the maximum allocated capacity which has been requested in the application. However this may not always be possible. If JEMENA has assessed that JEMENA is not able to provide the maximum allocated capacity requested the capacity JEMENA is able to provide will be set out in item 6, and where applicable item 5 of the Schedule.

#### **25. TERMINATION**

##### **(a) By the Customer**

At any time prior to the end of the Planned Construction Period, the Customer may terminate this contract in writing by giving JEMENA 30 days' notice, in which case the contract will be terminated and the Customer must pay JEMENA its reasonable out-of-pocket expenses incurred by reason of the early termination.

If the amount payable by the Customer to JEMENA pursuant to clause 25(a)(i):

- (a) is equal to or less than the Connection Charges, such amount will be deducted by JEMENA from the Connection Charges, following which the balance of the Connection Charges (if any) will be returned to the Customer; or
- (b) is more than the Connection Charges, the Customer must pay to JEMENA the difference between the Connection Charges and the amount payable by the Customer to JEMENA pursuant to clause 25(a)(i).

##### **(b) By JEMENA**

If 12 months elapse from the date this contract is executed and the Connection Works have not commenced, JEMENA, in its absolute discretion, and by giving the Customer 30 days' notice of termination, may terminate this contract, in which case the Customer must pay JEMENA its reasonable out-of-pocket expenses.

If the amount payable by the Customer to JEMENA pursuant to clause 25(b)(i):

- (i) is equal to or less than the Connection Charges, such amount will be deducted by JEMENA from the Connection Charges, following which the balance of the Connection Charges (if any) will be returned to the Customer; or
- (ii) is more than the Connection Charges, the Customer must pay to JEMENA the difference between the Connection Charges and the amount payable by the Customer to JEMENA pursuant to clause 25(b)(i).

##### **(c) Defaults**

Where:

- (a) a party defaults in due and punctual payment of any money at the time and in the manner prescribed under this contract;
- (b) a party defaults in the performance of any of its other material obligations under this contract; or
- (c) there is an Insolvency Event in relation to a party, then that party is in default and the non-defaulting party may at its option within a reasonable period of its becoming aware of any such default, give notice of its intention to terminate this contract in the following manner:
- (d) the non-defaulting party must give written notice to be served on the Responsible Officer of the defaulting party stating:
  - (i) the non-defaulting party intends to terminate this contract; and
  - (ii) the cause for terminating this contract;
- (e) the defaulting party has 30 days after the service of that notice in which to remedy or remove the cause or causes stated in the notice for terminating this contract;
- (f) if within those 30 days, the defaulting party does remove or remedy the cause or causes:
  - (i) the notice of default is deemed to be withdrawn; and
  - (ii) this contract will continue in full force and effect; and
- (g) if at the end of those 30 days, the defaulting party has not so remedied or removed the cause or causes, then the non-defaulting party may immediately terminate this contract.
- (h) If this contract is terminated under clause 25(c)(vii) the Customer must pay to JEMENA the amount which JEMENA acting reasonably regards as appropriate, having regard to the proportion of the Connection Works already performed as at the date of termination and any costs of demobilisation of the Connection Works and of making the Supply Address safe;
- (i) If the amount payable by the Customer to JEMENA pursuant to clause 25(d):
  - (i) is equal to or less than the Connection Charge, such amount will be deducted by JEMENA from the Connection Charge, following which the balance of the Connection Charge (if any) will be returned to the Customer; or
  - (ii) is more than the Connection Charge, the Customer must pay to JEMENA the difference between the Connection Charges and the amount payable by the Customer to JEMENA pursuant to clause 25(d).

(d) The termination of this contract shall not prejudice any right of action or remedy of either party for any antecedent breach of any of the obligations of the other party under this contract.

(e) An Insolvency Event occurs, for the purposes of this clause 25, if a party becomes bankrupt, insolvent, is wound up, is dissolved without winding up, enters into a scheme of arrangement or agreement or composition with its creditors, or has a liquidator, provisional liquidator, administrator or controller (within the meaning of the *Corporations Act 2001* (Cth)) appointed to it.

#### **26. CONSTRAINTS BY OTHERS, FORCE MAJEURE**

(a) If JEMENA reasonably believes that the Connection Works may be delayed, JEMENA shall promptly inform the Customer of the possible delay and the cause.

(b) If the Customer reasonably believes that anything which the Customer is obliged to do or provide under this contract may be delayed, the Customer shall promptly inform JEMENA of the nature and extent of the likely delay.

(c) If JEMENA is delayed from completing the Connection Works during the Planned Construction Period by a Cause (as defined in clause 26(e)), JEMENA shall:

- (i) be excused its non-performance of its obligations under this contract during the time and to the extent that performance is prevented, wholly or in part, by the Cause;
- (ii) not, to that extent, be liable to the Customer for any losses or damages arising out of, or in any way connected with such non-performance;
- (iii) exercise reasonable efforts to mitigate or remove the effects of the Cause; and
- (iv) be entitled to amend the Planned Construction Period.

(d) Where:

- (i) JEMENA has extended the Planned Construction Period in accordance with this clause; and
- (ii) in JEMENA's reasonable opinion, the Cause was substantially caused by an act or omission of the Customer or the Customer's employees, consultants, contractors or agents,

the Customer must pay to JEMENA such extra costs as are necessarily incurred by JEMENA by reason of the delay. Nothing in this clause limits the Customer's liability for damages for breach of contract.

(e) For the purposes of this clause, a "Cause" means anything beyond the reasonable control of JEMENA (other than lack or unavailability of funds) which prevents performance by JEMENA of its obligations under this contract, whether occurring before, during or after the Planned Completion Period, including, without limitation:

- (i) delay or disruption caused by the Customer or third parties including the Customer's employees, consultants, contractors or agents;
- (ii) a breach of, or any failure to comply with, this contract by the Customer;
- (iii) an act of God or the public enemy, national emergency, insurrection, riot, hostile or warlike action in peace or war;
- (iv) a strike, lockout, stoppage or other industrial dispute;
- (v) inclement weather;
- (vi) an act or omission (whether legislative, executive or administrative) of any legal or regulatory authority; or
- (vii) any circumstance where JEMENA is required to undertake other works due to an emergency or in order to operate and maintain JEMENA's distribution network.

#### **27. LIABILITY**

(a) JEMENA's total liability to the Customer arising pursuant to the performance of the JEMENA's obligations under this contract is limited to:

- (i) damages for personal injuries sustained by the Customer; and
- (ii) damages to property owned by the Customer, as a result of its own negligent act or negligent omission or the negligent act or negligent omission of its representatives.

(b) JEMENA is not liable to the Customer in contract, in tort, in equity, by operation of statute (to the extent liability may be excluded by law) or otherwise for any Consequential Loss arising out of or in connection with this contract incurred or suffered by the Customer or any other person.

#### **28. INDEMNITY**

The Customer shall indemnify JEMENA and hold JEMENA forever harmless from and against all loss, claims, damages, liabilities, costs or expenses directly or indirectly arising out of the Customer's obligations under this contract, any breach of this contract by the Customer or the Customer's negligence including all loss, claims, damages, liabilities, costs or expenses for which JEMENA may be liable to any other person or which JEMENA may incur in connection with any agreement by which JEMENA is bound concerning this contract.

#### **29. DISPUTE RESOLUTION**

(a) Should any dispute or differences arise between the parties out of or in connection with this contract, either party may give written notice of the dispute to the other party. The notice shall state that it is a notice under this clause and shall give brief details of the dispute concerned.

(b) If a dispute which is the subject of a notice under the provisions of clause 29(a) is not settled by agreement between the parties within 10 Business Days' of service of that notice, then either party may by further notice in writing submit such a dispute or difference to an independent expert. The independent expert shall be agreed upon by the parties. If the parties do not agree on the independent expert

within 10 Business Days, the independent expert shall be nominated by the Chairman of the Institute of Arbitrators Australia of the state in which the Supply Address is situated, or his or her nominee who shall appoint an independent expert with experience in the relevant field of the dispute. The independent expert shall provide his or her determination supported by reasons and shall be deemed to act as an expert and not as an arbitrator. The independent expert's fee shall be borne equally by the parties.

### 30. EXERCISE OF RIGHTS

A party may exercise its right, power or remedy under this contract at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

Nothing in this contract will preclude JEMENA from exercising any rights, powers or duties under any laws or otherwise relating to electricity or the installation or use of electrically operated apparatus.

### 31. VARIATION

(a) Subject to clause 31(b), a provision of, or a right created under this contract may not be varied except in writing signed by the parties.

(b) JEMENA may, by notice in writing to the Customer, vary a provision of this contract to reflect changes to any legal or regulatory requirement.

### 32. SURVIVAL

(a) If this contract is terminated, then the parties are released from their obligations to continue to perform this contract except the obligations which are expressed to or by their nature, survive termination including the warranties, undertakings and indemnities in this contract.

(b) The provisions of this contract survive termination to the extent necessary to give effect to clause 32(a)

### 33. ENTIRE AGREEMENT

(a) This contract constitutes the entire agreement of the parties concerning the subject matter of this contract and any previous agreements, understandings and negotiations on that subject matter cease to have any effect.

(b) The Customer acknowledges that it has not relied on any representation, inducement, warranty or promise which is not expressly contained in this contract.

### 34. GOVERNING LAW

This contract is governed by the laws of Victoria, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this contract.

### 35. ASSIGNMENT

JEMENA may assign its rights under this contract to any other person.

The Customer may assign all its rights and obligations under this contract to another person approved by JEMENA in writing but not otherwise. JEMENA will not unreasonably withhold its approval.

The notice of a proposed assignment by the Customer will provide details of the name, street and postal address (and ACN number if applicable) of both the Customer and the proposed new customer as well as the Supply Address. The assignment will be confirmed by the signatures of responsible officers representing both the Customer and the new customer. When approved in writing by JEMENA, the new customer is bound by this contract.

The Customer acknowledges that any failure to consult JEMENA and obtain approval prior to any purported assignment will render it liable under this contract for all obligations in this contract. The Customer must indemnify JEMENA against all costs, claims and losses incurred by JEMENA as a result of any such failure.

### 36. SEVERABILITY

If the whole or any part of a provision of this contract is void, unenforceable or illegal in a jurisdiction it shall be severed for the purposes of that jurisdiction, the remainder of this contract shall remain in full force and effect and the validity or enforceability of that provision in any other jurisdictions shall not be affected.

### 37. REPRESENTATIONS AND WARRANTIES

(a) Each party (in this clause 37 called the "Representing Party") represents and warrants to the other party that each of the following statements relating to it is accurate:

- (i) the Representing Party is duly constituted and validly existing under the *Corporations Act 2001* (Cth) and has full corporate power and authority to enter into, perform and observe its obligations and duties under this contract;
- (ii) the Representing Party has entered into this contract in its own right and not as trustee of any trust or as an agent or nominee on behalf of any other entity;
- (iii) the execution, delivery and performance of this contract by the Representing Party has been duly and validly authorised by all necessary corporate action and this contract is a valid and binding agreement of the Representing Party and is enforceable against it, subject to the exercise of judicial discretions inherent in the courts of the state in which the Supply Address is located and Federal courts and subject to laws concerning insolvency, in accordance with its terms; and
- (iv) the entering into of this contract by the Representing Party does not, and the transactions contemplated hereby shall not:
  - (a) result in a breach of any legal or regulatory requirements or any other constituent documents of the Representing Party or any agreement to which the Representing Party is a party; or

(b) contravene any provision of, or be an event that is (or with the passage of time will result in) a contravention of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under any agreement, instrument, order, arbitration, award, judgment, injunction or decree to which the Representing Party is a party or by which it is bound or conflict with any legal or regulatory requirement applicable to the Representing Party.

(b) Each of the representations and warranties given pursuant to clause 37(a) shall be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made is not restricted by any reference to or inference from any other statement.

(c) Each representation and warranty given pursuant to clause 37(a) is a representation and warranty given at the Date of Issue.

### 38. SUPERVENING LEGISLATION

To the extent permitted by law, any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this contract is excluded.

### 39. TERMS IMPLIED BY STATUTE

(a) Except as expressly provided to the contrary in this contract, all terms, conditions, warranties, undertakings, inducements or representations, whether express, implied, statutory or otherwise, relating in any way to the subject matter of this contract are excluded unless contained as an express term of this contract.

(b) Where any Act of Parliament implies in this contract any term, condition or warranty, and the Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in this contract. However, the liability of any party for any breach of such term, condition or warranty shall be limited to the circumstances set out in clause 27.

### 40. CONFIDENTIALITY

Each party must at all times keep confidential and not allow, make or cause any public announcement or other disclosure to any third party of any of Confidential Information, other than:

- (a) where the disclosing party has provided prior written consent to the disclosure;
- (b) disclosure is required by law or by the listing rules of the Australian Stock Exchange; or
- (c) the information is in the public domain other than as a result of a breach of this contract.

Each party must ensure that any of its personnel and any sub-consultants to whom Confidential Information is made available, communicated or disclosed, in connection with the performance of the Works, are at all times subject to and comply with the obligations of confidentiality contained in this contract.

### 41. INTERPRETATION

In this contract, unless the context requires otherwise:

- (a) words importing:
  - (i) the singular include the plural and vice versa; and
  - (ii) any gender includes the other genders;
- (b) any obligation of 2 or more parties binds them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to:
  - (i) a person includes a corporation and bodies politic;
  - (ii) a person includes the legal personal representatives, successors and assigns of that person;
  - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

Legal and regulatory requirements means all legal and other instruments, such as guidelines, industry codes (including the National Electricity Code and the Electricity Distribution Code of Practice) and industry standards from time to time regulating the distribution of electricity in the State in which the Supply Address is situated;

- (i) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
  - (ii) provisions or terms of this document or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
  - (iii) a right includes a remedy, authority or power; and
  - (iv) "\$" and "dollar" is a reference to the lawful currency of Australia.
- (e) specifying anything in the contract after the words 'includes', 'including' or 'for example' or similar expressions does not limit what else is included; and no provision of this contract will be construed adversely to JEMENA solely on the ground that it was responsible for the preparation of this contract.

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<Insert Details>

<Insert Details>



## APPENDIX C: TENDER PROCESS WAIVER FORM

Project Reference:	<Project Ref.>
Project Name:	<Project Name>
JEMENA Representative:	<Jemena Representative>

Where the request for electricity connection involves works in respect of which JEMENA Electricity Networks (Vic) Ltd (JEMENA) has made an Offer, the Customer has the right to require JEMENA to call tenders or the right to obtain tenders itself directly to compare against the Offer.

I / We <Insert Company Name>, ABN: <Customer ABN> , Supply address: <Project Address>,

hereby acknowledge and understand our rights to call for tenders in relation to the Offer for supply connection; and

- waive our right to require JEMENA to call for tenders regarding this Offer for connection to supply and accept JEMENA's price in the Offer; or
- advise that we wish JEMENA to call for tenders regarding this Offer for connection to supply; or
- advise that we intend to call for tenders regarding this Offer for connection to supply.  
*(check the box that applies)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX D: PAYMENT ADVICE FORM

## PROJECT INFORMATION

Jemena Project Reference: **<Project Ref.>** \_\_\_\_\_  
Jemena Contact: **<Project Manager>** \_\_\_\_\_  
Supply Address: **<Project Address>** \_\_\_\_\_

## CUSTOMER INFORMATION

Customer Company Name (i.e. Legal entity name): \_\_\_\_\_  
Customer ABN/ACN: \_\_\_\_\_

## INVOICE DETAILS (who the invoice will be made out to)

Company Name (i.e. Legal entity name): \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Address (No P.O. Boxes): \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

## PAYMENT TYPE: (tick one)

Cheque  Payable to: JEMENA Electricity Networks (Vic) Ltd  
Send to: Electricity Networks Credit Manager  
PO Box 16015, Melbourne VIC 3000

EFT  Reference: **Use the JEMENA Project Reference Number**  
Bank: Westpac Banking Corporation  
AC Name: JEMENA Electricity Networks (VIC) Ltd  
BSB/Account: 032-099 / 377 014

Credit Card  Complete card details below

## BANK CHEQUE DETAILS

Card Type:  Visa  Mastercard

Name on card: \_\_\_\_\_

Card number:

CCV number:  Exp Date:  /

## BANK CHEQUE DETAILS

Drawer: \_\_\_\_\_

Bank/Institution: \_\_\_\_\_ Cheque #: \_\_\_\_\_

**PAYMENT AMOUNT (inc GST):**

Please send completed form and payment remittance to:  
The Credit Manager  
PO Box 16015, Melbourne Vic 3000  
[accounts.receivable@jemena.com.au](mailto:accounts.receivable@jemena.com.au)

*\*To avoid delays, please send a copy of the payment remittance to [customerprojectselec@jemena.com.au](mailto:customerprojectselec@jemena.com.au)*

### DESIGN BY THE CUSTOMER

Where the Customer elects to undertake the electrical design, a hard copy and an electronic copy of the Cable Proposal Plan must be submitted to Jemena for auditing purposes. This must be submitted at least four weeks prior to the Customer requesting approval for the commencement of construction of the Connection Works.

In multi-stage developments the overall electrical design must also be submitted for auditing purposes. This must be approved by Jemena prior to the commencement of the Cable Proposal Plan. Should the Cable Proposal Plan require modification after an audit, a resubmission fee is payable with each resubmission in accordance with Jemena's approved charges.

### CONSTRUCTION BY CUSTOMER

Where the Customer elects to undertake the construction/installation works utilising contractors, the following applies:

#### a) APPROVED CONTRACTORS

In conjunction with a quality system, all consultants and contractors engaged by the Customer for the electrical works must be approved by Jemena. The Customer must ensure that the terms of any agreement with the consultants or contractors are acceptable to Jemena and that Jemena receives the benefit of any warranties, defects liability obligations, indemnities or other benefits under those agreements.

Prior to commencement of any design or construction works, the Customer must specify to Jemena, the contractors to be used.

To gain approval the consultant or contractor must meet Jemena's requirements as to qualification, training, experience, quality systems of work and the consultant or contractor must utilise approved materials. Details of our requirements will be issued on request by the Customer.

#### b) APPROVAL TO COMMENCE CONSTRUCTION

Construction works may not commence until Jemena gives approval to do so. Approval will only be given after Jemena receives the following (as applicable):

- payment of all fees as described in this Offer or the contract ;
- the names of all the selected approved construction contractors;
- details of the proposed construction program;
- a list of additional works the Customer requires Jemena to undertake;
- amended plan of subdivision incorporating easement and reserve rights;
- services plan/schedule showing Council's approval;
- Substation site drawing in accordance with drawings SP10/64/1B for pad mounted transformer);
- indication of type of public lighting pole and lantern to be used (if non-standard as noted in Jemena's Public Lighting Policy & Technical Standard); or
- copy of agreement from Council to the conditions for the use of non-standard lighting as contained in Jemena's Public Lighting Policy & Technical Standard which is available from this office.

### c) CONSTRUCTION AUDITS BY JEMENA

The detailed construction program, as submitted by the Customer, will be used by Jemena to schedule construction audits as per Jemena's URD Construction Inspection Procedure. Should this program alter, the Customer must notify Jemena immediately.

Typical audits are itemised (but not limited to) in the list below:

- cable installation techniques
- materials handling and storage
- jointing practices
- depth of cover of cables
- installation compliance with Cable Proposal Plan
- installation compliance with Council approved services plan
- adequate project management
- quality of workmanship
- use of approved contractors

Where the construction works are considered unsatisfactory, Jemena reserves the right to order the suspension of works associated with electricity connection, pending an acceptable proposal by the Customer to rectify all non-conformances.

A re-audit of the Customer's construction works as a result of non-compliance with Jemena's requirements will incur approved field audit fees.

Please refer to the attached drawing: [insert drawing references],





**Customer responsibility** As outlined on

- [insert customer responsibilities]

## SCHEDULE 2: CONTRACT EXECUTION

### CONTRACT PARTICULARS:

<b>Contract Number:</b> <Project Ref.>	<b>Date of Issue:</b> 12 December 2023
<b>JEMENA Responsible Officer</b> means <Project Manager> or any other JEMENA employee or representative identified to you from time to time.	<b>Issuing Office:</b> Melbourne CBD
<b>Developer Responsible Officer:</b> <Customer Responsible Officer>	

### THE PARTIES TO THIS CONTRACT ARE:

<b>JEMENA Electricity Networks (Vic) Ltd</b> ABN 82 064 651 083 of Level 16, 567 Collins Street, Melbourne, Victoria 3000 And	<b>("JEMENA")</b>
<Insert Company Name>	<b>("The Developer")</b>
<b>ABN (if applicable):</b> <Customer ABN>	
<b>Postal Address:</b> <Insert Street Address> <Insert suburb, postcode>	

**EXECUTED** as a Contract:

**SIGNED** for the Customer by its duly authorised representative in the presence of:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
(full name, please print)

\_\_\_\_\_  
(full name, please print)

**Date:** \_\_\_\_\_

**SIGNED** for JEMENA Electricity Networks (Vic) Ltd by its duly authorised representative in the presence of:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
(full name, please print)

\_\_\_\_\_  
(full name, please print)

**Date:** \_\_\_\_\_

## THE CONNECTION WORKS

### 1.1 General description of Connection Works to be undertaken by JEMENA

JEMENA will perform the following works in accordance with this contract:

i. <High Level Scope>

The Connection Works will be carried out in accordance with the Plans provided at Attachment A (if any).

### 1.2 Detailed description of services included in the Connection Works

The services listed in this Item must be performed by JEMENA:

New works outlined on approved drawings.

i. <Works Detail>

### 1.3 Approvals to be obtained by JEMENA

JEMENA is required to obtain the following statutory and other approvals in accordance with clause 14:

i. Nil

### 1.4 List of services excluded from the Connection Works

Unless otherwise agreed by the parties in writing, the services listed in this Item 1.4 are expressly excluded from the Connection Works.


i. <Exclusions>

## SPECIAL CONDITIONS

i. [insert]

**PLEASE ENSURE THAT YOU READ THIS DOCUMENT IN ITS ENTIRETY AND COMPLETE AND SIGN ALL OF THE NECESSARY PAGES, BEFORE RETURNING IT TO:**

Jemena Electricity Networks (Vic) Ltd  
c/- Networks Commercial  
PO Box 16182, Melbourne VIC 3000

 [customerprojectselec@jemena.com.au](mailto:customerprojectselec@jemena.com.au)

**If you have any questions or need help completing any of the required steps, please contact your nominated representative or visit [www.jemena.com.au](http://www.jemena.com.au)**

**PLEASE ENSURE THAT YOU READ THIS DOCUMENT IN ITS ENTIRETY AND COMPLETE AND SIGN ALL NECESSARY PAGES BEFORE RETURNING TO THE NOMINATED JEMENA REPRESENTATIVE LISTED IN THE OFFER LETTER**

