

TO: Customers, Accredited Service Providers, Electrical Contractors & EnergyAustralia Staff

Amendments to ES 9 Agreement for Connection of Developments

Please make the following amendments to *ES 9 Agreement for Connection of Developments, March 2006*:

1. Insert the following new definition in clause 1.1 (in alphabetical order):

NGER Legislation means *National Greenhouse and Energy Reporting Act 2007* (Cth), related regulations and related legislative instruments, as amended from time to time.

2. Insert the following new clause 4.5:

4.5 PROVISION OF MONOPOLY SERVICES

Circumstances beyond EnergyAustralia's reasonable control may result in delay to or cancellation of a planned Monopoly Service. Such circumstances may include but are not limited to storms and other adverse weather conditions, third party damage to EnergyAustralia's assets, equipment faults/failures, major network incidents, crew delays, safety issues or industrial action.

EnergyAustralia will not be liable to the Customer or the ASP/1 for any loss or damage resulting from delay to or cancellation of a Monopoly Service unless the decision to delay or cancel was made unreasonably.

The Customer will indemnify EnergyAustralia and keep it indemnified against any claim by a third party for loss or damage arising out of delay to or cancellation of a Monopoly Service unless the decision to delay or cancel was made unreasonably.

3. Replace clause 5.9(a) with the following (insert '2 weeks'):

5.9 PROVIDE WARRANTY BOND

- (a) The Customer must arrange for the deposit of a Warranty Bond before EnergyAustralia will release the project for construction, refer to clause 5.17. This will be equivalent to ten per cent of the value of the Transferred Works as assessed by EnergyAustralia as surety for rectification of any defects in the Transferred Works during the Warranty Period. The Warranty Bond referred to in this paragraph (a) shall be returned to the Customer upon the later of expiry of the Warranty Period and rectification of all defects identified during the Warranty Period to the reasonable satisfaction of EnergyAustralia.

4. Replace clause 5.16 with the following:

5.16 CUSTOMER'S INSTALLATION

The Customer's installation must comply with the requirements of the Service and Installation Rules of NSW and with AS/NZS 3000 Electrical Installations (known as the Australian/New Zealand Wiring Rules) as amended from time to time.

5. Renumber the existing clause 5.17 as clause 5.18 and insert a new clause 5.17 as shown below:

5.17 PRECONDITIONS TO CONSTRUCTION

The Customer must pay all outstanding fees, warranty bond(s) and finalise all property tenure requirements including Deeds of Agreement, before EnergyAustralia will release the project for construction.

5.18 PRECONDITIONS TO ELECTRIFICATION

The Customer will ensure that all of the matters listed in clause 4.4 of this Agreement are completed before EnergyAustralia Electrifies the Works, or (if EnergyAustralia agrees to Electrify the Works before all of those matters are completed) ensure that any such remaining matters are completed within the time specified by EnergyAustralia.

6. Replace clause 6.11 with the following:

6.11 ENERGYAUSTRALIA AS ASP/1

The Customer acknowledges that when EnergyAustralia conducts business as an ASP/1, it does not do so as a separate legal entity and that EnergyAustralia's rights and obligations under this Agreement include its rights and obligations as the ASP/1.

7. Insert the following new clause 6.12:

6.12 EMISSIONS AND ENERGY DATA UNDER THE NGER LEGISLATION

The ASP/1 and EnergyAustralia acknowledge and agree that, for the purposes of the NGER Legislation:

- The ASP/1 has, as between EnergyAustralia and the ASP/1, the greater authority to introduce and implement operating policies, environmental policies and health and safety policies in respect of the work the ASP/1 (and any sub-contractor to the ASP/1) carries out under this Agreement;
- Without prejudice to the other provisions of this Agreement, the ASP/1 has overall control over the work carried out under the Agreement; and
- If required under the NGER legislation, the ASP/1 must report the greenhouse gas emissions and the production and consumption of energy attributable to the work carried out under this Agreement.

8. Replace the first paragraph of Appendix B with the following:

Appendix B Designer's Certificate

Pursuant to the ES 9 Agreement between EnergyAustralia, the Customer and the ASP/1
for project number:
[insert project number]

..... hereby warrants the following:
[insert ASP/3 name]

9. Replace Appendix C with the following new Appendix C:

Appendix C Applicable Specification

Specification for Contestable Works includes all policy documents and standards published by EnergyAustralia, which form part of the Design Information package issued by EnergyAustralia and any other relevant policy documents and standards published on EnergyAustralia's website, as those documents are updated or replaced from time to time. Please refer to EnergyAustralia's website for the latest versions of ES 10 *Requirements for Electricity Connection to Developments* and the various EnergyAustralia NS and NUS documents.

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