



ES 9

Agreement for Connection of Developments

MARCH 2006

Amendments Included from:
CIA 1313 Oct 2006, CIA 1339 Apr 2009, CIA 1359A Feb 2011



SCOPE

This publication contains the Agreement between the Customer or Developer, the Level 1 Accredited Service Provider and Ausgrid for providing connection to Developments.

WARNING

It is illegal for persons other than licensed electricians, or persons authorised by legislation, to work on the fixed wiring of any electrical installation.

Penalties for conviction are severe.

It is the responsibility of the user of this document to ensure that only the current version is being used.

Ausgrid may amend this document at any time.

DOCUMENT AND AMENDMENT HISTORY

Issue No.	Date	Approved by	Summary of Changes
1	January 1992	Manager – Supply Policy	-
2	October 1997	Manager – Supply Policy	Title changed. Document has been completely rewritten based on legal advice
3	November 2005	Manager - Connection Policy Coordination	Document has been reviewed and amended including addition of ASP/1 as a party.
4	March 2006	Manager - Connection Policy Coordination	Document has had further minor amendments

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AGREEMENT FOR CONNECTION OF DEVELOPMENTS

March 2006

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THIS Agreement is made on 20.....

BETWEEN Ausgrid of 570 George Street, Sydney ('Ausgrid')

AND The party or parties named in Items 1 and 2 of the Reference Schedule ('Customer')

AND The Level 1 Accredited Service Provider named in Item 4 of the Reference Schedule ('ASP/1').

Background

The Electricity Supply Act (NSW) 1995 entitles Ausgrid to require the Customer to fund the installation of certain equipment (or provision of certain services) so that Customer Connection Services and an adequate supply of electricity can be provided to the Customer's premises.

The installation of this equipment and provision of these services are Contestable Works. This means that the Customer must retain an Accredited Service Provider. This will be a Level 3 Accredited Service Provider (**ASP/3**) for the design and a Level 1 Accredited Service Provider (**ASP/1**) for the construction of the works.

To maintain the integrity of its distribution system, Ausgrid must ensure that Contestable Works are built and maintained to comply with the standards it administers.

Accordingly, before such work is undertaken, the Customer and the appointed ASP/1 must enter into this Agreement which:

- (a) seeks to ensure a satisfactory standard for the Contestable Works;

- (b) sets out the relationship between Ausgrid, the Customer and the ASP/1; and
- (c) sets out the conditions upon which Ausgrid will agree to accept transfer of the works from the Customer when they have been completed.

This Agreement also sets out certain requirements for:

- Non-Contestable Works that are also agreed to be undertaken by the ASP/1; and
- the equipment that will be owned by the Customer (known as the "Customer's installation").

Operative Provisions

1 Interpretation

1.1 DEFINITIONS

In this document:

Accreditation Scheme means the 'Scheme for the Accreditation of Service Providers to Undertake Contestable Works' published by the former Electricity Association of New South Wales in accordance with the Electricity Supply (General) Regulation 2001 and administered by DEUS.

Accredited Designer or Designer means, depending on the context:

- (a) a person accredited in accordance with the Accreditation Scheme as a Level 3 Accredited Service Provider (ASP/3) to design the Works; or
- (b) the person who is so accredited who is named in **Item 3** of the Reference Schedule or whose details are subsequently notified to Ausgrid.

Accredited Service Provider means a person accredited as an ASP/1 or as an Accredited Designer, in accordance with the Accreditation Scheme.

Agreement means this agreement.

Applicable Specification means the specification or specifications forming Appendix C.

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

Approved Materials means materials satisfying Ausgrid's specifications which are appropriate for their intended use.

ASP/1 means, depending on the context:

- (a) a person accredited as a Level 1 Accredited Service Provider in accordance with the Accreditation Scheme to construct the Works; or
- (b) the person who is so accredited who is a party to this Agreement in that capacity, named in **Item 4** of the Reference Schedule.

Authority means any Government or regulatory department, body, instrumentality, minister, agency or any other authority.

Code means the Code of Practice for Contestable Works published by the former Electricity Association of New South Wales.

Contestable Works means those works for which the customer is required to meet the cost and for which the Customer may choose the Accredited Service Provider under section 31 of the Electricity Supply Act (NSW) 1995.

Customer Connection Services has the meaning given to that term in the Electricity Supply Act (NSW) 1995.

Customer's Premises means the Premises described in **Items 6, 7 and 8** of the Reference Schedule.

Design means a design of the Contestable Works prepared by an Accredited Designer in a form acceptable to Ausgrid.

Design Information means the information provided by Ausgrid (as a Monopoly Service) to enable the Accredited Designer to prepare a design for certification. The Design Information remains valid for six months from the date it is provided.

DEUS means the New South Wales Department of Energy, Utilities and Sustainability.

Electrify means the application of electrical current to the Works by Ausgrid and

Electrification has a corresponding meaning.

Encumbrance means an interest or power:

- (a) reserved in or over any interest in any asset, including any retention of title; or
- (b) created or otherwise in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power by way of security for the payment of debt or any other monetary obligation or the performance of any other obligation and whether existing or agreed to be granted or created.

ES 5 means a document entitled '*Charges for Network Miscellaneous and Monopoly Services*' published by Ausgrid as amended from time to time.

ES 10 means a document entitled: '*Requirements for Electricity Connection to Developments*' published by Ausgrid as amended from time to time.

Environmental Requirements means a system of environmental management prepared or otherwise approved by Ausgrid more fully described in ES 10.

Law means any legislation, delegated legislation, regulations or any rules, instruments, notices or directions published by an Authority including the Code, National Electricity Law, National Electricity Rules, and any Building Codes, Australian Standards or Ausgrid Standards.

Major Defect means a defect in the Works which, in the opinion of Ausgrid, has the consequence that the Works are unsafe or not suitable to Electrify or leave Electrified.

Minor Defect means a defect in the Works which, in the opinion of Ausgrid, is not a Major Defect.

Monopoly Services means services determined by the Independent Pricing and Regulatory

Tribunal to be "Monopoly Services" (which are provided to the Customer and that only Ausgrid performs). Monopoly Services are provided to enable the Contestable Works to be carried out. The charges for Monopoly Services are prescribed by the Independent Pricing and Regulatory Tribunal.

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

Non-Contestable Works means works necessary to enable Ausgrid to provide Customer Connection Services to the Customer's Premises and which are to be owned and funded by Ausgrid.

Notice of Arrangement is defined in clause 3.3.

Perpetual Warranty Bond Agreement or Perpetual Warranty Bond Deed means an agreement or a deed entered into by Ausgrid and the ASP/1 to secure the due and proper performance of this Agreement, under which the ASP/1 is required to deposit with Ausgrid an amount in cash or an unconditional undertaking issued by a bank in favour of Ausgrid.

Practical Completion is defined in clause 4.4.

Premises has the meaning given to that term in the Electricity Supply Act (NSW) 1995.

Reference Schedule means the reference schedule to this Agreement.

Registered Surveyor means, depending on the context:

- (a) a person registered as a surveyor under the Surveying Act (NSW) 2002; or
- (b) the person who is so registered who is named in **Item 5** of the Reference Schedule or whose details are subsequently notified to Ausgrid.

Survey Plan means a plan satisfactory to Ausgrid prepared by a Registered Surveyor and (if it is for the purpose of registration of an easement or lease) satisfactory for registration purposes.

Transferred Works means the Works to be transferred to Ausgrid under clause 4.3, being all:

- (a) electrical Works; and

- (b) civil Works located on public land.

Warranty Bond means an unconditional undertaking issued by a bank or insurance company in the form of the Appendix to ES 10 in favour of Ausgrid for the amount stated in **Item 9** of the Reference Schedule.

Warranty Period means a period of three years commencing on the date of Electrification.

We means Ausgrid.

Works means the works described in **Item 10** of the Reference Schedule being:

- (a) Contestable Works;
 - (b) Non-Contestable Works undertaken by the ASP/1 (by agreement with the Customer and the ASP/1); and
 - (c) associated civil works,
- but does not include the Customer's installation.

1.2 INTERPRETATION

Unless expressed to the contrary:

- (a) words importing:
 - the singular include the plural and vice versa; and
 - any gender includes the other genders.
- (b) a reference to:
 - a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - a person includes its legal personal representatives, successors and assigns;
 - legislation, 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;
 - a right includes a benefit, remedy, discretion, authority or power;
 - an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation.

2 What this Agreement is About

2.1 NATURE OF AGREEMENT

This Agreement constitutes a contract between Ausgrid, the Customer and the ASP/1 (refer to Clause 6.11 for when the ASP is Ausgrid) for the purposes of enabling:

- the Customer to procure and the ASP/1 to effect the carrying out of Contestable Works (and, by agreement with the Customer and the ASP/1, Non-Contestable Works) in relation to the proposed development; and

- Ausgrid to discharge its obligations under applicable Laws to ensure the safe and reliable supply of electricity to consumers.

This Agreement lapses if construction of the Works does not commence within 12 months of the Design being certified by Ausgrid.

2.2 LEGAL RELATIONS

The parties acknowledge that no relationship of agency, partnership or joint venture shall arise under this Agreement.

3 What we may do under this Agreement

3.1 INSPECTION BY AUSGRID

Ausgrid may inspect and examine the Works for the purposes of monitoring compliance with:

- the Applicable Specification;
- applicable Laws;
- the Design as certified by Ausgrid;
- the Code;
- its Environmental Requirements;
- its quality and safety requirements; and
- any other requirements of this Agreement.

In carrying out any such inspections, Ausgrid assumes no responsibility in relation to the design or construction of the Works. Ausgrid is not responsible for any aspect of the Works until liability for the Transferred Works passes to Ausgrid in accordance with this Agreement. In particular, but without limiting the generality of this clause, Ausgrid accepts no liability for:

- identification and rectification of defects; or
- review of any design by an Accredited Designer.

3.2 SUPPLY MATERIALS

Ausgrid may supply to Customer, for use by the ASP/1, equipment which Ausgrid has approved in respect of the Works and which Ausgrid utilises in the ordinary course of its business.

Unless otherwise agreed, the Customer is required to pay for any such equipment that the Customer has agreed Ausgrid will supply, in accordance with Ausgrid's requirements.

Ausgrid may require that certain equipment supplied by it at no cost to the Customer be used in respect of the Works. Any such equipment:

- must be so used by the Customer;
- remains the property of Ausgrid at all times; and
- will be unavailable to the Customer for installation after six months has elapsed from the date on which Ausgrid has notified the Customer that the equipment is available and Ausgrid gives no undertaking as to when any substitute material can be provided after this period has elapsed.

In respect of any equipment to which this clause applies, Ausgrid will not be liable to the Customer for any loss or damage arising from:

- any delay in the supply of the equipment; or
- any misdescription of the equipment or the quantities thereof in the purchase order (except where this is as a result of Ausgrid's negligence).

The risk in respect of any such equipment passes to the Customer upon either the Customer or the ASP/1 taking delivery of it (whether or not title is also transferred).

3.3 NOTICE OF ARRANGEMENT

Ausgrid may on request from the Customer provide a Notice of Arrangement, being a written notice confirming that satisfactory arrangements have been made for the provision of an adequate electricity supply to the Premises and that there is no objection to a local council's release of the plan of subdivision in relation to the relevant development or subdivision. This Notice of Arrangement will only be provided where the Design of the Works has been certified by Ausgrid and a bond has been deposited in accordance with clause 5.9(b).

4 What we are required to do under this Agreement

4.1 AUTHORISE CERTAIN PERSONS

Subject to satisfaction of Ausgrid's reasonable requirements, Ausgrid will authorise employees of the ASP/1 to work on or near its equipment if it is satisfied that such employees are appropriately trained and qualified.

4.2 REIMBURSE CUSTOMER OR ASP/1 FOR CERTAIN NON-CONTESTABLE WORKS

If required by Ausgrid and agreed by the Customer and the ASP/1, the ASP/1 will perform certain specified Non-Contestable Work at the rate published on Ausgrid's website, or if no rate is published, by agreement. Ausgrid will reimburse the Customer or the ASP/1 (as appropriate) for the work so carried out in accordance with this clause.

4.3 ACCEPT TRANSFERRED WORKS UPON ELECTRIFICATION

The Transferred Works shall, subject to this Agreement, vest in Ausgrid upon Electrification of the Works, free of all Encumbrances.

4.4 ELECTRIFY THE WORKS

Ausgrid shall Electrify the Works once Ausgrid is satisfied that all of the following have occurred to Ausgrid's satisfaction:

- Practical Completion of the Works has occurred, which is where:
 - the Works have been completed in accordance with this Agreement;
 - the Works are free from Major Defects;
 - the ASP/1 has provided a certificate in the form of **Appendix A** to Ausgrid certifying that the Works have reached completion;
 - the ASP/1 has provided such test certificates as Ausgrid requires;
 - the Customer has provided as built civil and electrical drawings with respect to the Works. These must include field recordings of the exact locations of all underground cable ducts, cables and joints prepared after trenching and prior to backfilling of the trenches except that recordings of works such as commissioning joints which are constructed immediately prior to electrification may be submitted within two days following electrification;
- All fees and charges payable in respect of the Works have been paid to Ausgrid;
- the Works are free from Encumbrances;
- All Approvals necessary or desirable for the Works are in place, and the Works have been completed in accordance with those Approvals and applicable Laws;
- Where practicable all easements, leases or licences required by Ausgrid have been

granted to Ausgrid, stamped with stamp duty (if applicable) and registered at Land and Property Information NSW (if registrable) or satisfactory progress has been made towards such registration ;

- Where an easement, lease or licence is required by Ausgrid, the Customer has provided a Survey Plan (which is the plan to be used on completion for lease and easement registration purposes) together with a copy of that Plan showing in red ink the centre line of the electricity cables (or cable ducts if used) as installed with offsets to the easement or other boundaries and the location of any substation. This copy of the Survey Plan must be signed by the Registered Surveyor with an accompanying statement to certify that the information shown in red ink has been accurately located to the Registered Surveyor's satisfaction;
- The Customer has procured the provision of a certificate to Ausgrid from the Accredited Designer in the form of **Appendix B** to this Agreement;
- The Customer has lodged a Warranty Bond in accordance with clause 5.9 (if required by that clause);
- Any other preconditions to the provision of Customer Connection Services under the Customer's (or other end-user customer's) connection contract with Ausgrid in respect of the Customer's Premises have been fulfilled.

The Customer will indemnify Ausgrid for any loss, damage, liability, claim or expense suffered by Ausgrid as a result of Electrification occurring (at the request of the customer) before all of the requirements listed in this clause are met.

4.5 PROVISION OF MONOPOLY SERVICES

Circumstances beyond Ausgrid'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 Ausgrid's assets, equipment faults/failures, major network incidents, crew delays, safety issues or industrial action.

Ausgrid 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 Ausgrid 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.

5 What the Customer is required to do under this Agreement

5.1 ENGAGE AN ACCREDITED DESIGNER AND PROCURE THAT THE ACCREDITED DESIGNER UNDERTAKES THE DESIGN

The Customer warrants that an Accredited Designer has been or shall be engaged to undertake the design of the Works.

The Customer shall procure that the Accredited Designer undertakes the design of the Works in accordance with:

- the Applicable Specification;
- applicable Laws;
- the Code;
- Ausgrid's Environmental Requirements;
- Ausgrid's quality and safety requirements; and
- any other requirements of this Agreement.

The Customer shall procure that the Accredited Designer provide Ausgrid with a certificate in the form of **Appendix B** upon completion of the Design.

5.2 ENGAGE AN ASP/1 AND PROCURE THAT THE ASP/1 EXECUTES THIS AGREEMENT AND PERFORMS THE WORKS

The Customer shall engage an ASP/1 to carry out the Works and procure that the ASP/1 executes this agreement on engagement. The Customer and Ausgrid agree to insert the relevant details of the ASP/1 at **Item 4** of the Reference Schedule.

The Customer shall procure that the ASP/1 performs the Works in accordance with this Agreement, including (without limitation):

the completion of the Works in accordance with the requirements of this Agreement (see clause 6.1);

- the use of Approved Materials (see clause 6.4);
- the rectification of any defects as required under this Agreement (see clause 6.6).

The Customer shall procure that the ASP/1 provide Ausgrid with a certificate in the form of **Appendix A** upon Practical Completion of the Works.

5.3 CERTAIN TERMS TO BE INCLUDED IN CUSTOMER'S CONTRACT WITH ASP/1

The Customer's contract with the ASP/1 shall contain a term that:

- the ASP/1 has read and understood this Agreement; and
- the ASP/1 will perform that contract so that the Customer fulfils its obligations to construct the Works under this Agreement and does not breach this Agreement.

5.4 PAYMENT FOR CERTAIN MONOPOLY SERVICES

The Customer shall pay Ausgrid all fees and charges for Monopoly Services as set out in ES 5.

5.5 CUSTOMER TO COOPERATE

The Customer shall cooperate with Ausgrid in immediately ordering the ASP/1 to cease work if Ausgrid notifies the Customer of:

- a serious breach of safety or Environmental Requirements; or
- any dangerous malpractice by the ASP/1; or
- a failure to promptly rectify a Major Defect.

In the event that the breach or malpractice is not remedied within 14 days of written notification, the Customer shall, if directed by Ausgrid, terminate its contract with the ASP/1 and shall engage at the Customer's cost an alternative ASP/1 to complete the Works.

5.6 ENSURE THAT ASP/1, ACCREDITED DESIGNER AND OTHERS MAINTAIN INSURANCES

The Customer shall ensure that:

- (a) the ASP/1 and Accredited Designer maintain insurance coverage in accordance with the Code (and that any other contractor who is not a party to this Agreement maintains equivalent insurance coverage); and
- (b) Ausgrid is also an insured party under those insurances (where Ausgrid has an insurable interest).

The Customer must also maintain insurance coverage appropriate to its own obligations under this Agreement. The Customer will produce evidence of such insurances upon request by Ausgrid.

5.7 CUSTOMER'S WARRANTY FOR WORKS NOT CARRIED OUT BY ASP/1

The Customer warrants to Ausgrid, in respect of any Works carried out by a contractor who is not a party to this Agreement (such as civil components of the Works in conjunction with other site works), that:

- (a) those Works will be carried out in accordance with
 - the Applicable Specification;
 - applicable Laws;
 - the Code;
 - Ausgrid's Environmental Requirements;
 - Ausgrid's quality and safety requirements; and
 - any other requirements of this Agreement; and

- (b) those Works once they have reached Practical Completion will be in all respects fit for their intended purpose.

5.8 RECTIFICATION OF DEFECTS FOR TRANSFERRED WORKS NOT CARRIED OUT BY ASP/1

If, during the conduct of the Works or before the expiration of the Warranty Period, the Customer becomes aware, or Ausgrid notifies the Customer, that there is a defect in any of the Transferred Works not carried out by the ASP/1 (such as civil components of the Works), the Customer shall procure the prompt rectification of that defect. In the case of Major Defects, the rectification must be immediate. In the case of Minor Defects, the rectification must occur within two weeks of notification. The rectification work must be in accordance with the requirements of Ausgrid. If the rectification work is not commenced or completed by the required time, or where urgent action is necessary, Ausgrid may carry out the rectification work at the expense of the Customer. The Customer must promptly pay any amounts for which Ausgrid invoices the Customer under this clause.

5.9 PROVIDE WARRANTY BOND

- (a) The Customer must arrange for the deposit of a Warranty Bond before Ausgrid 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 Ausgrid 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 Ausgrid.
- (b) Where Ausgrid provides a Notice of Arrangement, the Warranty Bond payable by the Customer will consist of an additional amount, payable prior to issue of the Notice of Arrangement and equal to the value of the Works required to be completed, as assessed by Ausgrid. This component of the Warranty Bond is provided as surety for completion of the Works and will be returned to the Customer once all of the requirements listed in clause 4.4 are met.
- (c) Paragraph (a) does not apply where the ASP/1 has entered into (and is in compliance with) a Perpetual Warranty Bond Agreement or a Perpetual Warranty Bond Deed (or other equivalent arrangement acceptable to Ausgrid).
- (d) Ausgrid may have recourse to the Warranty Bond, without notice to the Customer:
- (i) to apply against costs incurred by Ausgrid if Ausgrid carries out

rectification work under clause 5.8 or 6.6 and the Customer or ASP/1 does not promptly pay Ausgrid's invoice; or

- (ii) to apply against any other loss or damage suffered or incurred by Ausgrid as a result of the Customer's or ASP/1's failure to observe their respective obligations in respect of the Warranty Period, failure to complete the Works, or as a result of a breach of any warranty given by the Customer or ASP/1 under this Agreement.

5.10 GRANT LEASES, EASEMENTS OR LICENCES

The Customer must procure at its cost the grant, stamping (where applicable) and registration (where registrable) of any easements, leases and/or licences required by Ausgrid (in accordance with Ausgrid's standard lease, easement and licence terms supplied with the Design Information) in respect of:

- (a) the Customer's Premises; and
- (b) the Premises of any other person, where:
- part of Ausgrid's distribution system or electricity works is (or will be) located on those Premises in order to provide Customer Connection Services to the Customer's Premises; and
 - that part of Ausgrid's distribution system or electricity works is not used (or not reasonably likely to be used) to provide Customer Connection Services to any other Premises (other than any Premises situated within the Customer's Premises).

The Customer must sign such memoranda, consents or other documents reasonably required by Ausgrid to ensure that such easements, leases and/or licences are obtained. Ausgrid may lodge a caveat on title to the Customer's Premises to protect Ausgrid's interest (in respect of the Customer's Premises) under this clause.

5.11 SURVEY PLAN REQUIRED FOR EASEMENTS, LEASES AND LICENCES

Where Ausgrid requires an easement, lease or licence with respect to the Works, the Customer must engage a Registered Surveyor to prepare a Survey Plan and copy of the Survey Plan with red ink markings as described in clause 4.4.

5.12 ENSURE TRANSFERRED WORKS VEST IN AUSGRID

Ownership of the Transferred Works will (subject to this Agreement) vest in Ausgrid upon Electrification of the Works, free of all Encumbrances. The Customer will do all things necessary to ensure that this occurs, which might include ensuring that appropriate transfer of title provisions are contained in its contracts with the ASP/1 and other third party contractors, making appropriate enquiries to ensure that there are no Encumbrances, and assisting Ausgrid to resist claims to title or interests from third parties.

5.13 ACCEPT RISK

The Transferred Works will be at the risk of the Customer until the Transferred Works vest in Ausgrid. All other Works will be at the risk of the Customer at all times.

5.14 NOTIFICATION FOR INSPECTION

The Customer must ensure that the ASP/1 (and any contractor who is not a party to this Agreement who carries out civil components of the Works in conjunction with other site works) gives Ausgrid at least four working days notice of the following where applicable to any Works:

- erection of any poles;
- commencement of any cable laying;
- commencement of any cable jointing;
- proving of ducts;
- backfilling of trenches;
- installing any substation footing;
- pouring of any concrete;
- installing any earthing system;

- final substation construction or site acceptance;
- testing of Works;
- other aspects of construction as deemed necessary by Ausgrid from time to time.

5.15 PROVISION OF TEST CERTIFICATES

The Customer must, if required by Ausgrid, produce test certificates in respect of the Works in a form acceptable to Ausgrid prior to certification of the Works as practically complete.

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.

5.17 PRECONDITIONS TO CONSTRUCTION

The Customer must pay all outstanding fees, warranty bond(s) and finalise all property tenure requirements including Deeds of Agreement, before Ausgrid 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 Ausgrid Electrifies the Works, or (if Ausgrid 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 Ausgrid.

6 What the Level 1 Accredited Service Provider (ASP/1) must do under this Agreement

6.1 PERFORM THE WORKS IN ACCORDANCE WITH THE APPLICABLE SPECIFICATION AND OTHER REQUIREMENTS

The ASP/1 shall perform the Works in accordance with:

- the Applicable Specification;
- applicable Laws;
- the Design as certified by Ausgrid;
- the Code;
- Ausgrid's Environmental Requirements;
- Ausgrid's quality and safety requirements; and
- any other requirements of this Agreement.

6.2 ASP/1'S WARRANTY

The ASP/1 warrants to Ausgrid that:

- the Works will be carried out in accordance with this Agreement; and
- the Works once they have reached Practical Completion will be in all respects fit for their intended purpose.

The ASP/1 shall provide Ausgrid with a certificate in the form of **Appendix A** upon Practical Completion of the Works.

6.3 OBLIGATION TO INSURE

The ASP/1 shall provide evidence of currency of insurances in accordance with the Code upon demand by Ausgrid and the ASP/1 certifies that Ausgrid is also an insured party under those insurances (where Ausgrid has an insurable interest).

6.4 USE APPROVED MATERIALS

The ASP/1 shall use Approved Materials in the execution of the Works.

6.5 EMPLOYEES OF ASP/1S

The ASP/1 shall ensure that its employees do not work on or near equipment belonging to or controlled by Ausgrid unless they have been authorised in writing by Ausgrid to do so.

6.6 RECTIFICATION OF DEFECTS

If, during the conduct of the Works or before the expiration of the Warranty Period, the ASP/1 becomes aware, or Ausgrid notifies the ASP/1, that there is a defect in the Works, the ASP/1 shall procure the prompt rectification of that defect. In the case of Major Defects, the rectification must be immediate. In the case of Minor Defects, the rectification must occur within two weeks of notification. The rectification work must be in accordance with the requirements of Ausgrid. If the rectification work is not

commenced or completed by the required time, or where urgent action is necessary, Ausgrid may carry out the rectification work at the expense of the Customer. Ausgrid may invoice either the Customer or the ASP/1 for this cost, and the party invoiced must promptly pay that invoice.

6.7 LIABILITIES DUE TO DEFECTS

The ASP/1 will indemnify Ausgrid for any loss, damage, liability, claim or expense suffered by Ausgrid and arising during the Warranty Period (or where circumstances giving rise to the loss, damage, liability, claim or expense occur during the Warranty Period) as a result of any defects in the Works carried out by the ASP/1.

6.8 NOTIFICATION FOR INSPECTION

The ASP/1 shall give Ausgrid at least four working days notice of the following where applicable to any Works:

- erection of any poles;
- commencement of any cable laying;
- commencement of any cable jointing;
- proving of ducts;
- backfilling of trenches;
- installing any substation footing;
- pouring of any concrete;
- installing any earthing system;
- final substation construction or site acceptance;
- testing of Works;
- any other aspects of construction as deemed necessary by Ausgrid from time to time.

6.9 ENSURE TRANSFERRED WORKS VEST IN AUSGRID

Ownership of the Transferred Works will (subject to this Agreement) vest in Ausgrid upon Electrification of the Works, free of all Encumbrances. The ASP/1 will do all things necessary to ensure that this occurs, which might include ensuring that appropriate transfer of title provisions are contained in its contracts with the Customer and its subcontractors, making appropriate enquiries to ensure that there are no Encumbrances, and assisting Ausgrid to resist claims to title or interests from third parties.

6.10 ACKNOWLEDGMENT

The ASP/1 acknowledges that:

- in the event of a failure to promptly remedy a Major Defect or failure to observe proper safety standards the Customer may of its own volition or at the direction of Ausgrid terminate its contract to perform the Works;
- any Approved Materials to be provided by Ausgrid will only be provided following notice to Ausgrid that those materials are required;
- statutory notice requirements must be met before Ausgrid is able to effect any interruption to another customer's supply that may be necessary in accordance with the Design.

6.11 AUSGRID AS ASP/1

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

6.12 EMISSIONS AND ENERGY DATA UNDER THE NGER LEGISLATION

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

- The ASP/1 has, as between Ausgrid 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.

7 Miscellaneous

7.1 AMENDMENT

This document may only be varied or replaced by a document duly executed by the parties.

7.2 APPROVALS AND CONSENT

Subject to any express provision in this Agreement to the contrary, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

7.3 JOINT AND SEVERAL LIABILITY

An obligation of two or more persons binds them jointly and severally.

7.4 COUNTERPARTS

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

7.5 ENTIRE UNDERSTANDING

No oral explanation provided by any party to another shall:

- affect the meaning or interpretation of this document, or
- constitute any collateral agreement, warranty or understanding between any of the parties.

7.6 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

7.7 AGREEMENT BINDING BEFORE EXECUTION BY ASP/1

When this Agreement has been executed by Ausgrid and the Customer but not the ASP/1, it is binding on Ausgrid and the Customer despite the fact that the ASP/1 has not executed it at that time.

7.8 EXECUTION

Executed as an Agreement in New South Wales.

SIGNED for and on behalf of)
Ausgrid

Name:

Signature:.....

On this Date:

In the presence of:

Name:

Signature:.....

SIGNED for and on behalf of
[Customer]

Name:

Signature:.....

*Director / Sole Director / Sole Company
Secretary

In the presence of:

Name:

Signature:.....

*Director / Company Secretary / witness

*Strike out as appropriate

On this Date

SIGNED for and on behalf of
[ASP/1]

Name:

Signature:.....

*Director / Sole Director / Sole Company
Secretary

In the presence of:

Name:

Signature:.....

*Director / Company Secretary / witness

*Strike out as appropriate

On this Date

8 Reference Schedule

1. Customer 1 Details	
Name	
ABN	
Street Address	
Postal Address	
Customer 1's Representative/Project Manager	
Name	
ABN	
Street Address	
Postal Address	
2. Customer 2 Details	
Name	
ABN	
Street Address	
Postal Address	
Customer 2's Representative/Project Manager	
Name	
ABN	
Street Address	
Postal Address	

3.	Accredited Designer's (Level 3 ASP's) Details (see definition "Accredited Designer" and clause 5.1)	
	Name	
	ABN	
	Street Address	
	Postal Address	
4.	ASP/1's (Level 1 ASP's) Details (see definition "ASP/1" and clause 5.2)	
	Name	
	ABN	
	Street Address	
	Postal Address	
5.	Registered Surveyor's Details (see definition "Registered Surveyor" and clause 5.11)	
	Name	
	ABN	
	Street Address	
	Postal Address	
6.	Details of the land or premises (see definition "Customer's Premises")	
	Street Address	
	Lot/DP No's	
7.	Subdivisions (see definition "Customer's Premises")	
	Lots requiring electricity supply	
	Other Lots (reserves etc)	
8.	Detailed description of the development (see definition "Customer's Premises")	
	(List drawings attached to Agreement)	

9.	Warranty Bond (see definition "Warranty Bond" and clause 5.9)	
	10% of total value of Transferred Works as determined by Ausgrid in its sole discretion, and in respect of any incomplete work, 100% of value of Works as determined by Ausgrid in its sole discretion.	
	Value of the Transferred Works	\$
	Warranty Bond	\$
10.	Describe the Works (see definition "Works")	
	Contestable Works (undertaken by ASP/1 for the Customer)	
	Non-Contestable Works (undertaken by ASP/1 at request of Ausgrid)	
	Funded by the customer and necessary for the connection (such as civil works) undertaken by contractors other than ASPs.	

Appendix A ASP/1's Certificate

Pursuant to the ES 9 Agreement between Ausgrid, the Customer and the ASP/1 dated 20, hereby warrants the following:

1. Accreditation
 - (a) The ASP/1 was an ASP/1 at the time it was engaged by the Customer to undertake the Works.
 - (b) The ASP/1's accreditation remains current at the date of this Certificate.
 - (c) The ASP/1 maintains insurances specified by the Code.
 - (d) The ASP/1 has employed only fully trained and competent staff relevant to the Works and has ensured that they have been trained and authorised as required by the Ausgrid in accordance with Ausgrid's Electrical Safety Rules.

2. Works
 - (a) The Works have been completed in accordance with the Agreement and, without limitation, in accordance with:
 - i) the Applicable Specification;
 - ii) applicable Laws;
 - iii) the Design as certified by Ausgrid;
 - iv) the Code;
 - v) Ausgrid's Environmental Requirements; and
 - vi) Ausgrid's quality and safety requirements.
 - (b) Only Approved Materials have been used in respect of the Works.
 - (c) There are no Major Defects in the Works.
 - (d) The Works have been tested in accordance with the Agreement.
 - (e) The Works are suitable for Electrification.
 - (f) The Works are in all respects fit for their intended purpose.
 - (g) Where required under Ausgrid's *Electrical Safety Rules*, all relevant workgroups have been notified that the Works have been submitted for Electrification.

3. Payment

Subject to satisfactory completion of the Works, arrangements have been made for the following:

 - (a) Payment of the ASP/1 by the Customer for undertaking the Works; and
 - (b) Payment of any employees, subcontractors, agents or suppliers of the ASP/1 for any work undertaken or for any services performed in relation to the Works.

[Capitalised terms are defined in ES 9.]

DATED:

Signed:.....

For and with the authority of(the ASP/1)

Witness:

Appendix B Designer's Certificate

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

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

1. Accreditation
 - (a) The Designer was an Accredited Designer at the time it was engaged by the Customer to prepare the Design.
 - (b) The Designer's accreditation remains current at the date of this Certificate.
 - (c) The Designer maintains insurances specified by the Code.
2. Design
 - (a) The Design has been completed in accordance with the Agreement and, without limitation, in accordance with:
 - i) the Applicable Specification;
 - ii) applicable Laws;
 - iii) the Code;
 - iv) Ausgrid's Environmental Requirements; and
 - v) Ausgrid's quality and safety requirements.
 - (b) The Design is in all respects fit for its intended purpose.

[Capitalised terms are defined in ES 9.]

DATED:

Signed:.....

For and with the authority of (the ASP/3)

Witness:

Appendix C Applicable Specification

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