

Contract for Contestable Asset Relocations



SCOPE

This *contract* is between *Ausgrid* and a *customer* who has obtained a *certified design* and will retain an *accredited service provider* Level 1 (*ASP/1*) to carry out *Asset Relocation* in accordance with the *certified design* (to the extent *Ausgrid* has not elected to carry out components of the *Asset Relocation* in the *schedule to the certified design*). The *contract* relates to the services *Ausgrid* will provide to the *customer* and the obligations of the *customer* when having *Asset Relocation* carried out.

WARNING

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	December 2016	Manager - Network Risk and Planning	Initial version
2	14 December 2016	Manager/ Network Risk and Planning	Minor correction to definition for Network Lessee
3	11 December 2017	Manager – Asset Investment	Update for new meter provisions and minor edits to clauses 2.2 and 3.7

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Contract Terms

This contract is made on the date of Ausgrid's date stamp on the *Acceptance of Offer* form,

between:

AUSGRID OPERATOR PARTNERSHIP (ABN 78 508 211 731), of 570 George Street, Sydney, trading as Ausgrid, a partnership carried on under that name by:

- (a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;
- (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;
- (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;
- (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and
- (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4,

(Ausgrid)

and

The *customer* identified in the *application* that is annexed to this *contract* as *Annexure 3*.

Background

- A The *customer* has submitted an *application* to Ausgrid for *Asset Relocation*, and Ausgrid has provided an *Asset Relocation* offer in respect thereof.
- B The *customer* has accepted Ausgrid's *Asset Relocation* offer, by sending Ausgrid an *Acceptance of Offer*.
- C Ausgrid has agreed to provide *Services* on the terms and conditions of this *contract*.
- D The *customer* has entered into a separate *design contract* with Ausgrid and has obtained a *certified design* in respect of the works identified in the *application*.
- E The *customer* will retain an *ASP/1* to carry out *Asset Relocation*.

Operative provisions:

1 General Terms and Conditions

1.1 Contract documents

This *contract* consists of:

- (a) clauses 1 –19 of these *Contract Terms*;
- (b) all *annexures* to these *Contract Terms*;
- (c) the *Asset Relocation offer* and the *Acceptance of Offer*, and

(d) the *certified design*.

1.2 Definitions

The words in italics are defined in the Dictionary (clause 19.3).

1.3 The customer

- (a) The *customer* is referred to in this *contract* as the *customer* or 'you'.
- (b) If the *applicant* is not the *customer* identified in the *application* and the *applicant* accepts this *contract* and/or performs the *customer's* obligations under the *contract*, it does so as the *customer's* agent.

1.4 Amendment

This *contract* may be amended by agreement in writing between the parties. The written agreement must be signed by representatives of the parties who have authority to bind the party they represent.

1.5 Entire understanding

No oral explanation provided by one party to the other or to any person whom a party represents will:

- (a) affect the meaning or interpretation of this *contract*, or
- (b) constitute any collateral agreement, warranty or understanding between the parties or with any other person.

1.6 Governing law and jurisdiction

This *contract* 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.

2 Key contractual obligations

2.1 Ausgrid works

- (a) Where *Ausgrid* has elected to undertake components of the Asset Relocation works in section 5(b) of the *schedule to the certified design*, the parties acknowledge that, with respect to these works:
 - (1) clauses 2.5, 5 (except in relation to *Ausgrid-funded assets*), 7.1(c), 7.1(d), 8, 9, 16.2(c) do not apply; and
 - (2) clause 11.1(b)(3) shall be deemed to be amended as follows "*your ASP/3* confers with *Ausgrid* to ascertain what design modifications are required"; and
 - (3) clauses that contain references to the *ASP/1* will be read such that they do not apply to the *ASP/1*.

2.2 Ausgrid Services

- (a) Unless *Ausgrid* has elected to undertake the components of the *Asset Relocation* as set out in section 5(b) of the *schedule to the certified design* or is otherwise required to construct the *Ausgrid-funded assets*, *Ausgrid* shall only be required to provide the *Services*.
- (b) Paragraph (c) sets out a description of all *Services* that *Ausgrid* may provide in relation to an *Asset Relocation*.
- (c) *Ausgrid* will provide the *Services* listed below to the extent they are necessary to enable the *customer* to carry out the *Asset Relocation*:
 - (1) inspecting the *work under the contract* on completion;

- (2) services relating to re-inspecting work of the kind referred to in subparagraph (1) if work is defective;
 - (3) services relating to the inspection of any part of the *work under the contract* constructed and/or installed by an *electrical professional*;
 - (4) services relating to re-inspecting work of the kind referred to in subparagraph (3) if work is defective (re-inspection service);
 - (5) liaising with the *ASP/1* retained by *you* to construct the *distribution system* assets;
 - (6) services relating to issuing an access permit;
 - (7) authorising the *ASP/1* retained by *you* to commence construction and installation of the *distribution system* assets;
 - (8) to the extent relevant to the *Asset Relocation*, providing consent to *electrification*.
 - (9) administration services for work performed by *accredited service providers*;
 - (10) providing clearance to work;
 - (11) providing access (standby person);
 - (12) providing customer interface coordination for contestable works;
 - (13) facilitating the connection/relocation process;
 - (14) providing services involved in obtaining deeds of agreement regarding property rights;
 - (15) design-related services;
 - (16) services for temporary connections; and
 - (17) substation commissioning.
- (d) *Ausgrid* shall not be required to prioritise provision of the *Services* over any other activity which *Ausgrid* is obliged to carry out, and that *Ausgrid's* performance is contingent on the availability of personnel. *Ausgrid* provides the *Services* under this *contract* as soon as practicable after *Ausgrid* is notified that the relevant *Services* are required and subject to satisfaction by the *customer* of any precondition to performance, and subject always to availability of *Ausgrid* personnel.

2.3 Customer's warranties

- (a) *You* warrant that:
- (1) *you* are aware of the terms and conditions of this *contract*, and
 - (2) where applicable, *you* authorised the *applicant* to make the *application* on *your* behalf.
- (b) *You* also warrant that:
- (1) all details in the *application* are correct;
 - (2) the *Asset Relocation* will be made entirely in accordance with this *contract* (including the *certified design*); and
 - (3) the *applicant* accepted the *Asset Relocation offer* with *your* knowledge and consent.
- (c) *You* acknowledge that if *you* breach any of the warranties in this clause 2.3, *Ausgrid* may terminate the *contract*.

2.4 Your obligation to select and install appropriate equipment

You acknowledge and agree:

- (a) that if *you* or your *electrical professionals* install equipment that, after *electrification*, causes interference to the *Network Owner's* electricity equipment or to electricity sold to any customer at any *premises*, *Ausgrid* may disconnect the *development* and require the equipment causing the interference to be rectified at *your* cost;

- (b) to take reasonable steps to ensure that your *electrical professionals* select and install equipment that will not or will not be likely to cause such interference;
- (c) that if *Ausgrid* informs you before or after *connection* that in its reasonable opinion any equipment installed at the *development* will cause or is likely to cause such interference, you will take such steps as are reasonably necessary to ensure that no such interference occurs; and
- (d) that *Ausgrid* may terminate the contract or withhold *Services* if you do not comply with *Ausgrid's* reasonable requirements under this clause.

2.5 The role of ASPs under this *contract*

- (a) You acknowledge and agree that where a provision of this *contract* refers to a requirement that will be discharged by your *ASP/1* and/or your *ASP/3* on your behalf, you are obliged to ensure that they comply with the requirement.
- (b) You acknowledge that:
 - (1) your *ASP/1* is party to an *authorisation agreement* with *Ausgrid*, which obliges the *ASP/1* to comply with *Ausgrid's* requirements in regard to the construction and installation of works;
 - (2) if you have engaged your *ASP/1* to act as your agent for the performance of this *contract* as well as to perform the works referred to in subparagraph (b)(1), the *ASP/1* may have a conflict of interest in acting for itself under the *authorisation agreement* and for you under this *contract*; and
 - (3) if you do retain your *ASP/1* to act as your agent for the purposes of this *contract*, the acts of the *ASP/1* will be your acts and any breach by the *ASP/1* of your obligations under this *contract* may lead to *Ausgrid* terminating the *contract* or withholding *Services*.

2.6 Scope of work in the certified design

You acknowledge and agree:

- (a) you will deliver the full scope of works as set out in the *certified design* within time frames as agreed under clause 6.3;
- (b) if you or your *ASP/1* do not deliver the scope of works as set out in the certified design within time frames as agreed under clause 6.3, *Ausgrid* will, at its discretion:
 - (1) on provision of reasonable notice to you in writing, take actions necessary to complete the work to its satisfaction; and
 - (2) invoice you for the cost of the actions taken pursuant to clause 2.6(b) and those costs will be a debt due and payable to *Ausgrid*; and
- (c) any action taken pursuant to clause 2.6(b) does not remove or reduce your obligations under this *contract*.

3 Agreement to grant leases or easements

3.1 Interests in land

The *customer* grants or, if it is not the registered proprietor of the *land*, must arrange for the registered proprietor of the *land* to grant, the *Network Owner* the *interests in land* stipulated in the *schedule to the certified design*, if any.

3.2 Renewal of interests in land

- (a) Where *interests in land* have been provided in accordance with clause 3.1 but expire, the *customer* must renew or, if it is not the registered proprietor of the *land*, arrange for the registered proprietor of the *land* to renew those *interests in land*.
- (b) If those *interests in land* cannot be renewed, new *interests in land* must be granted to the *Network Owner* by the registered proprietor of the *land* and where the *customer* is not the registered proprietor, it must arrange for the registered proprietor to grant the relevant new *interests in land* to the *Network Owner*.
- (c) Until those *interests in land* are renewed or new *interests in land* are granted, the *customer* must grant the *Network Owner* all the rights it had under the expired *interests in land*.

3.3 Deeds of agreement for interests in land and signed lease or transfer documents

- (a) Where clauses 3.1 and 3.2 do not apply and if required by *Ausgrid*, you will execute or if you do not own the relevant *land*, arrange for the registered proprietor of the *land* to execute, as soon as is reasonably practicable after this *contract* commences:
 - (1) a *deed of agreement* to grant a lease or leases; and/or
 - (2) a *deed of agreement* to grant an easement or easements,for the *interests in land* stipulated in Item 4 of the *schedule to the certified design*.
- (b) The deed/s of agreement must be in accordance with *Ausgrid's* standard form of agreement for lease or agreement for easement, which are available on *Ausgrid's* website.

3.4 Caveat on title

- (a) When it has received duly executed *deeds of agreement* and other *instruments* that comply with the requirements of Item 4 of *Ausgrid's schedule to the certified design* and clause 3.3, *Ausgrid* will arrange for a caveat to be lodged on the title of the *land* affected by the relevant *interest in land* in order to protect the *Network Owner's* entitlement to acquire that *interest in land*.
- (b) Before *electrification* or the *completion date* (as applicable), *Ausgrid* will use its reasonable endeavours to promptly obtain consent from the *Network Owner* to the registration of any *interest in land* that does not conflict with or limit the *Network Owner's* own entitlement to acquire the relevant *interest in land*.
- (c) The caveat will be maintained on the title until the *interest in land* to which the *Network Owner* is entitled are registered by *LPI*, and you must ensure that you do not and, if applicable, the registered proprietor does not, do anything that affects the *Network Owner's* rights under that caveat.

3.5 Further deeds if new registered proprietor

- (a) You acknowledge that if before *electrification* or the *completion date* (as applicable) a prospective new landowner seeks to register a transfer of the *land*, you must obtain from that person, *deeds of agreement* that comply with the requirements of clause 3.3 and deliver them to *Ausgrid*.
- (b) This requirement is a precondition to the *Network Owner's* consent (as the holder of a caveat on title) to the transfer of the *land* to the new registered proprietor.

3.6 Survey plan

In accordance with the agreed staging of works with your *ASP/1* and at least 10 *business days* prior to *electrification* of the *Asset Relocation* described in the *certified design* or the *completion date* (as applicable), you must:

- (a) obtain a *survey plan* for registration purposes, prepared by a *registered surveyor* and showing the leases or easements to be granted to the *Network Owner* and signed by the *registered surveyor*;
- (b) provide to *Ausgrid* a copy of the *survey plan* showing in red ink the centre of the electricity cables (or if cable ducts are used, the ducts) as installed, with offsets to the easement or other boundaries and the location of any relevant substation, which contains a statement, signed by the *registered surveyor*, certifying that the information in red ink has been accurately located (the **red line survey plan**);
- (c) lodge the leases and/or easements with *LPI*; and
- (d) provide to *Ausgrid* *LPI*'s lodgement receipt.

You acknowledge that this requirement is a precondition to *electrification* (where *electrification* is to occur) unless *Ausgrid* agrees otherwise under clause 3.7.

3.7 Electrification prior to registration

- (a) *Ausgrid* may (but is not obliged to) waive its requirement that *interests in land* in favour of the *Network Owner* must be lodged at *LPI* for registration before *electrification* (where *electrification* is to occur) but will do so only if you establish, to *Ausgrid*'s reasonable satisfaction, that it is impractical to lodge the *relevant instruments* with *LPI* by the *proposed electrification date* or the *proposed completion date* (where *electrification* is not to occur) (each as adjusted in accordance with the contact).
- (b) You acknowledge and agree that *Ausgrid* will not agree to *electrification* prior to lodgement of the *relevant instruments* with *LPI* for registration unless the *red line survey plan* has been provided to *Ausgrid* at least 10 *business days* prior to the *proposed electrification date*
- (c) To avoid doubt, you acknowledge and agree that if *Ausgrid* waives its requirement that the *relevant instruments* must be lodged for registration at *LPI* prior to *electrification*:
 - (1) you must still register those *instruments*;
 - (2) the caveat that has been placed on the title of the *land* will be maintained until those *instruments* are registered;
 - (3) *Ausgrid* may serve you with a *registration demand* if you have not lodged the *relevant instruments* for registration at *LPI* within 40 *business days* after *electrification*;
 - (4) *Ausgrid* will commence legal proceedings for specific performance of your obligation to register the *interests in land* if the *relevant instruments* have not been lodged with *LPI* for registration within 20 *business days* of the date *Ausgrid* made its *registration demand*; and
 - (5) if *Ausgrid* commences legal proceedings pursuant to clause 3.7(c)(4) you will indemnify *Ausgrid* for its costs of the proceedings on a solicitor/client basis.

3.8 Notifying Ausgrid of registration

- (a) You acknowledge and agree that if *Ausgrid* agrees to *electrification* prior to the lodgement of the *interests in land* for registration by *LPI*, you will proceed to do everything necessary to register those *interests in land* at the earliest practicable date.
- (b) You must notify *Ausgrid* within 2 *business days* of the date you have lodged any *relevant instrument* for registration.
- (c) When *LPI* has formally registered the *interest in land*, you must notify *Ausgrid* the next *business day* after registration. Unless other *interests in land* affecting the *land* remain unregistered, *Ausgrid* will then use its reasonable endeavours to procure from the *Network Owner* and *Ausgrid* will then provide to you a formal withdrawal of the caveat over the *land*.

4 Creation of interests in land or delivery of deeds of agreement is a precondition to Ausgrid's agreeing to relocate the assets

4.1 Registration or delivery a condition to Ausgrid's agreeing to relocation

- (a) *Ausgrid* may suspend its obligations under this *contract* or not permit *your ASP/1* to continue *work under the contract* and the *Ausgrid-funded assets works* (suspension of work) if:
- (1) at least six (6) weeks prior to *electrification* or the *proposed completion date* (where *electrification* is not to occur), where a *deed of agreement* is required under clause 3.3:
 - (i) the registered proprietor has not delivered those *deeds of agreement* to *Ausgrid*; or
 - (ii) *Ausgrid*, acting reasonably, is not satisfied that the *deeds of agreement* are correct and have been properly executed by all parties other than *Ausgrid* and the *Network Owner*, as applicable; or
 - (2) the registered proprietor of any *land* subject to a requirement under clause 3.1 has not lodged the *relevant instrument* at *LPI* for registration at least two (2) weeks prior to *electrification* or the *proposed completion date* (where *electrification* is not to occur).
- (b) In the event there is a suspension of work under clause 4.1(a), *you* must take all steps to rectify the situation that led to the suspension of work under clause 4.1(a) before *Ausgrid* will recommence discharging its obligations under this *contract* or allowing *your ASP/1* to continue *work under the contract* and the *Ausgrid-funded assets works* (as the case may be).
- (c) If before *electrification* or the *completion date* (where *electrification* is not to occur) the registered proprietor agrees to transfer any *land* subject to a deed required by clause 3.3, *Ausgrid* is not obliged to provide, or obtain from the *Network Owner*, a consent to registration of the transfer or perform any further obligation under this *contract* until:
- (1) the new registered proprietor executes a new *deed of agreement* as required by clause 3.5;
 - (2) *you* deliver those *deeds of agreement* to *Ausgrid*; and
 - (3) *Ausgrid*, acting reasonably, is satisfied that those *deeds of agreement* are correct and have been properly executed by all parties other than *Ausgrid* and the *Network Owner*, as applicable.

5 Your ASP/1

5.1 You will retain an ASP/1

- (a) *You* must retain an *ASP/1* to carry out the *works under the contract* or ensure that an *ASP/1* is retained.
- (b) The *ASP/1* must hold a current *Ausgrid authorisation to work on or near the distribution system*.
- (c) *You* must notify *Ausgrid* of the identity of *your ASP/1* and ensure that *your ASP/1* notifies *Ausgrid's Project Officer* as soon as reasonably practicable after *you* have selected *your ASP/1*.
- (d) If *you* engage a further *ASP/1* or change *your ASP/1*, then as soon as reasonably practicable after the *ASP/1* has been retained:
- (1) *you* must notify *Ausgrid* of the identity of the new *ASP/1* and state whether that *ASP/1* is a further or replacement *ASP/1*; and

- (2) *you* must ensure that the new *ASP/1* notifies *Ausgrid's* Project Officer.
- (e) *You* acknowledge and agree that until *you* have fulfilled *your* notification obligations under this clause, *Ausgrid* cannot verify that an *ASP/1* is *your ASP/1* and may withhold provision of the *Services*, which may impact upon the *proposed electrification date* and the *completion date*.

5.2 Ausgrid inspects ASP/1 work

You acknowledge that:

- (a) *Ausgrid* charges for the *Services* it performs in relation to the *work under the contract*;
- (b) *Ausgrid* charges differential rates for inspection of *works under the contract* depending upon the grading held by the *ASP/1* and, consequently, inspection and other fees billed to *you* will reflect *your ASP/1's* grading; and
- (c) depending on *your* contract with *your ASP/1*, *your ASP/1* may charge *you* for any fees billed to it by *Ausgrid*.

5.3 ASP/1 may be requested to perform Ausgrid-funded works

You agree that before or at the time *your ASP/1* is engaged, *you* will:

- (a) ascertain whether *your ASP/1* is willing to construct the *Ausgrid-funded assets* referred to in Item 5(d) of the *schedule to the certified design* for *Ausgrid's offered price*, which is the sum marked by *Ausgrid* on the *certified design* and set out in Item 5(d); and
- (b) ensure that *your ASP/1* informs *Ausgrid* in writing whether it is willing to construct the *Ausgrid-funded assets* for *Ausgrid's offered price*.

5.4 If ASP/1 declines Ausgrid's offered price

- (a) *You* acknowledge that if *your ASP/1* declines to construct the *Ausgrid-funded assets* for *Ausgrid's offered price*, *Ausgrid* may (but is not obliged to):
 - (1) negotiate an alternative price with *your ASP/1*;
 - (2) decide to construct the *Ausgrid-funded assets* itself; or
 - (3) decide not to construct some or all the *Ausgrid-funded assets*.
- (b) *You* acknowledge that if *Ausgrid* decides to construct the *Ausgrid-funded assets* itself:
 - (1) commencement of the *works under the contract* may be delayed; and
 - (2) the *works under the contract* may take longer to complete than they may have done had *your ASP/1* agreed to construct them.

5.5 Ausgrid decision concerning Ausgrid-funded assets

- (a) *Ausgrid* warrants that if *Ausgrid* has not reached agreement with *your ASP/1* or made a decision concerning construction of the *Ausgrid-funded assets* by the time *you* have notified *Ausgrid* that *you* have satisfied the conditions in clause 7.1 in relation to commencing the *works under the contract*, *Ausgrid* will make a decision as to whether it will construct those assets within 10 *business days* after this date and notify both *you* and *your ASP/1* of its decision.
- (b) If *Ausgrid* constructs the *Ausgrid-funded assets* itself:
 - (1) *you* will co-operate and will require *your ASP/1* to co-operate with *Ausgrid*; and
 - (2) *Ausgrid* will co-operate with *you* and *your ASP/1*,to ensure that all *works under the contract*, and the *Ausgrid-funded assets*, are completed in a safe and timely manner.

5.6 Acknowledgements concerning Ausgrid-funded assets

- (a) You acknowledge that:
- (1) *Ausgrid* has decided, for reasons of economic efficiency, to include and fund the installation of the *Ausgrid-funded assets* at the time the relocated *distribution system* assets are installed;
 - (2) *your ASP/1* is not obliged to install the *Ausgrid-funded assets* but may agree with *Ausgrid* to do so; and
 - (3) *Ausgrid* has a duty to ensure that the price it pays for the *Ausgrid-funded assets* is reasonable and if *your ASP/1* offers to install them for a price higher than *Ausgrid's offered price*, *Ausgrid* may reject *your ASP/1's* offer.
- (b) You further acknowledge and agree that if *your ASP/1* does construct the *Ausgrid-funded assets*:
- (1) *your ASP/1* will submit payment claims to *Ausgrid* for all work in connection with the *Ausgrid-funded assets* pursuant to the *authorisation agreement*;
 - (2) you are not responsible for paying *your ASP/1* for the *Ausgrid-funded assets* works and you should not pay *your ASP/1* for the *Ausgrid-funded assets* works;
 - (3) *Ausgrid* will not be liable for any payment made by you to *your ASP/1* in respect of any *Ausgrid-funded asset*;
 - (4) if you consider that *your ASP/1* has or may have included in a payment claim to you a claim in respect of *Ausgrid-funded assets*, you should return the claim to *your ASP/1* and inform them they should claim payment for the *Ausgrid-funded assets* works directly from *Ausgrid* in accordance with the *authorisation agreement*; and
 - (5) nothing in this clause requires or entitles you to withhold payment of a claim in respect of assets that are not *Ausgrid-funded assets*.

6 Pre-construction meeting

6.1 When a meeting is to be held

- (a) You will take reasonable steps to ensure that *your ASP/1* and *your ASP/3* attend (at no cost to *Ausgrid*) a pre-construction meeting with *Ausgrid* at the relevant worksite locations.
- (b) You must arrange for *your ASP/1* to organise the meeting as soon as reasonably practicable after you have notified *your ASP/1* that you have satisfied the conditions in clause 7.1 in relation to commencing the *works under the contract*.
- (c) *Ausgrid* and the *ASP/3* must be given no less than 10 *business days'* notice of the meeting and must be held at a date and time suitable to all parties.
- (d) You are entitled but not obliged to attend the meeting.

6.2 Further requirements resulting from the meeting

If as a result of the meeting *Ausgrid*, acting reasonably, considers that:

- (a) for technical or safety reasons, modifications have to be made to the *certified design*;
- (b) any non-electrical works that will be utilised in the construction of relocated *distribution system* assets are not *fit for purpose*; or
- (c) *your ASP/1* is not complying or in *Ausgrid's* reasonable opinion may fail to comply with any of *Ausgrid's environmental, technical and safety requirements*,

Ausgrid may impose additional preconditions to the commencement of *work under the contract* and the *Ausgrid-funded assets* works, provided those preconditions reasonably relate to:

- (d) the *certified design*;

- (e) the fitness for purpose of any non-electrical work; or
- (f) *Ausgrid's environmental, technical and safety requirements* or the *schedule to the certified design*.

If *Ausgrid* does impose such additional preconditions, it will notify *you* of them in writing.

6.3 Timetable for works under the *contract*

- (a) Prior to or at the pre-construction meeting, *you* must ensure that *your ASP/1* submits to *Ausgrid* a *Table of Critical Dates*, recording all critical dates relevant to the *Asset Relocation* works, the *electrification of works under the contract* and the *Ausgrid-funded assets*.
- (b) *You* must ensure that *your ASP/1* submits the *Table of Critical Dates* and updates it to reflect any changes including any changes as a result of a variation to the *certified design* under clause 11.
- (c) *Ausgrid* will accept the *Table of Critical Dates* as the timetable to which *your ASP/1* and *Ausgrid* will work unless it considers, on reasonable grounds, that either *your ASP/1* or *Ausgrid*, or both, will be unable to comply with any date in the table.
- (d) If *Ausgrid* does not accept the *Table of Critical Dates*, it will notify *you* and *your ASP/1* in writing, setting out its reasons.
- (e) Any dispute arising in relation to the *Table of Critical Dates* is a dispute for the purposes of clause 18 of this *contract* and the parties will attempt to resolve it in accordance with that clause.
- (f) Whenever the *ASP/1* fails to meet a critical date set out in the *Table of Critical Dates*, *you* must ensure that *your ASP/1* revises the table to show new critical dates and sends it to *you* with a copy to *Ausgrid*. If *Ausgrid* does not accept the revised *Table of Critical Dates*, it will notify *you* and *your ASP/1* in writing, setting out its reasons. Any additional costs incurred by *Ausgrid* arising out of or in connection with any revised *Table of Critical Dates* shall be a debt due and payable by *you* to *Ausgrid*.
- (g) Where the revision affects the *proposed completion date*, *you* must notify *Ausgrid* of the revised *proposed completion date*.

7 Commencement of work under the contract

7.1 *Ausgrid* to notify *you* and *your ASP/1* that work under the *contract* and the *Ausgrid-funded assets* works may commence

Ausgrid will send written notice to *you* and *your ASP/1* that *work under the contract* and the *Ausgrid-funded assets* works may commence when:

- (a) all sums invoiced by *Ausgrid* in accordance with clause 16.2(b) have been paid;
- (b) *Ausgrid* has been notified of the identity of *your ASP/1* in accordance with clause 5.1;
- (c) *your ASP/1* informs *Ausgrid* in accordance with clause 5.3; and
- (d) the preconstruction meeting has been held in accordance with clause 6.

8 ASP/1's performance of Asset Relocation works and the Ausgrid-funded assets

8.1 Person commissioning ASP/1 work under the *contract*

You acknowledge that:

- (a) *you* are the person who has commissioned *your ASP/1* to perform the *work under the contract* or *you* have ensured that an *ASP/1* has been retained;

- (b) the *work under the contract* is performed by *your ASP/1* under a contract between *you* and *your ASP/1*;
- (c) *Ausgrid* is not a party to that contract; and
- (d) *Ausgrid* has commissioned *your ASP/1* to perform the *Ausgrid-funded assets* works under the *authorisation agreement*.

8.2 Rectification of Defects

- (a) You will do everything within *your power* to ensure that the *ASP/1* rectifies any *major defect* or *minor defect* of which *you* become aware or which is notified to *you* by *Ausgrid*, whether before *electrification* or at any stage prior to the expiry of the *rectification period*.
- (b) *Major defects* must be rectified immediately and *minor defects* within 10 *business days* of notification.
- (c) You acknowledge and agree that:
 - (1) no *works under the contract* and the *Ausgrid-funded assets* will be *electrified* if any *major defect* has not been rectified 10 *business days* prior to the *proposed electrification date* and that date will be postponed;
 - (2) if any *major defect* is discovered within the 10 *business days* prior to the *proposed electrification date*, that date will also be postponed;
 - (3) *your ASP/1* will be liable to rectify any defect in the *work under the contract* notified to *you* by *Ausgrid* at any stage prior to the expiry of the *rectification period*; and
 - (4) if any defect (including a *major defect*) is not rectified in accordance with this *contract*, *Ausgrid* will, at its discretion:
 - (A) on provision of reasonable notice to *you* in writing, take actions necessary to rectify the defects to its satisfaction; and
 - (B) invoice *you* for the cost of the actions taken pursuant to clause 8.2(c)(4)(A) and those costs will be a debt due and payable to *Ausgrid*.

8.3 ASP/1's performance

- (a) If *Ausgrid* notifies *you* that it has reasonable cause for dissatisfaction with *your ASP/1's* performance of the *Asset Relocation*, you will co-operate with *Ausgrid* to take whatever reasonable measures are necessary to ensure that those services are performed in accordance with *Ausgrid's* reasonable requirements.
- (b) You will immediately order *your ASP/1* to stop work if *Ausgrid* notifies *you* in writing that the *ASP/1*:
 - (1) has committed a *serious safety breach*, a *serious technical breach* or a *serious environmental breach*; or
 - (2) has failed to rectify a *major defect* in any *work under the contract* or in the *Ausgrid-funded assets*.

8.4 Termination of your contract with the ASP/1

- (a) You acknowledge that if:
 - (1) *your ASP/1's* performance referred to in clause 8.3(a) is not remedied; or
 - (2) the *major defect* referred to in clause 8.3(b) is not rectified,
 the safety, security and reliability of the *distribution system* may be at risk and *Ausgrid* may terminate its *authorisation agreement* with the *ASP/1* which authorises it to undertake the *work under the contract*.
- (b) You must ensure that if *your ASP/1* fails to remedy or rectify the matters referred to in clause 8.4(a), *you* are entitled to terminate the contract with *your ASP/1*.

- (c) If *your ASP/1* continues to undertake the *work under the contract* or the *Ausgrid-funded assets works* where the matters in clause 8.4(a) have not been rectified or remedied or where *Ausgrid* has terminated the *authorisation agreement* with *your ASP/1*, *Ausgrid* may terminate this *contract* with 10 *business days'* notice unless you:
- (1) terminate *your contract* with *your ASP/1* and engage another *ASP/1* to complete the *Asset Relocation*; and
 - (2) where applicable, request that the *ASP/1* engaged in subparagraph (c)(1) agree to perform the *Ausgrid-funded assets works*.
- (d) You must comply with the notification requirements of clause 5.1 in the event that you engage another *ASP/1*.
- (e) If the *ASP/1* whose contract you terminated was also engaged in constructing *Ausgrid-funded assets*, *Ausgrid* will negotiate with *your new ASP/1* concerning the cost of completing the *Ausgrid-funded assets* and clauses 5.3 to 5.6 of this *contract* will apply.
- (f) If:
- (1) you terminate the contract with *your ASP/1* other than in the circumstances described in clause 8.4(c); or
 - (2) *your ASP/1* terminates its contract with you,
- and the *ASP/1* whose contract was terminated was also engaged in constructing *Ausgrid-funded assets* then *Ausgrid* will negotiate with *your new ASP/1* concerning the cost of completing the *Ausgrid-funded assets* and clauses 5.3 to 5.6 of this *contract* will apply.
- (g) If:
- (1) *your contract* with *your ASP/1* is terminated in the circumstances described in clause 8.4(f); and
 - (2) there is any difference between the total cost for the *Ausgrid-funded assets* that would have been paid to *your original ASP/1* and what is actually paid to *your original ASP/1* and *your replacement ASP/1*,
- the difference will be a debt due and payable by you to *Ausgrid*.

8.5 Payment claims for contestable services

- (a) Notwithstanding that, *your ASP/1* has no entitlement to claim payment from *Ausgrid* in respect of the *work under the contract*, if *your ASP/1* issues a payment claim for the *work under the contract* under the *SOP Act* to *Ausgrid* then you will indemnify *Ausgrid* for any:
- (1) payment that *Ausgrid* is required to pay *your ASP/1* pursuant to any adjudication determination or judgement in respect of the payment claim; and
 - (2) legal costs (on an indemnity basis) incurred by *Ausgrid* in respect of such payment claim.

This clause does not entitle *Ausgrid* to recover any amount from you in relation to *Ausgrid-funded assets*.

9 Defective non-electrical work done by another contractor

9.1 Defective non-electrical work

If:

- (a) any work for the purposes of the *Asset Relocation* is carried out by a contractor who is not an *accredited service provider* (such as excavation or building works carried out in conjunction with other construction works on or in the vicinity of the *development*); and

- (b) *Ausgrid* or the *ASP/1* notifies you or you become aware that such work is not *fit for purpose* and requires modification,
you will take all steps necessary to ensure that the required modification is done.

9.2 Your acknowledgements

You acknowledge and agree that:

- (a) *your ASP/1* is responsible for ensuring that all non-electrical work utilised by the *ASP/1* in carrying out the *Asset Relocation* is safe and *fit for purpose*; and
- (b) until *your ASP/1*, acting reasonably, is satisfied that the modification referred to in clause 9.1 has been completed and the work is *fit for purpose*, no further work may be done in relation to the *Asset Relocation* to the extent that further work is dependent on the defective work.

10 Change of designer

If at any time before or during construction of the *work under the contract* and the *Ausgrid-funded assets* you retain another *ASP/3* other than the *ASP/3* who submitted the *certified design* applicable when this *contract* commenced, you will promptly notify *Ausgrid* in writing of the name and contact details of the new *ASP/3*.

11 Amendments to the certified design

11.1 Scope of variations

- (a) You must ensure that at any time before or during construction of the *work under the contract*, that the *work under the contract* is consistent with the *certified design*.
- (b) If at any time before or during construction of the *work under the contract* and the *Ausgrid-funded assets*:
- (1) *Ausgrid*, acting reasonably, notifies you that the *certified design* is deficient in any respect and requires modification; and
 - (2) a minor variation or major variation is required to the *certified design*,
you will take reasonable steps to ensure that:
 - (3) *your ASP/1* confers with *your ASP/3* to ascertain what design modifications are required; and
 - (4) *your ASP/3* submits design amendments or a new design to *Ausgrid* for certification or re-certification, as the case may be.
- (c) *Ausgrid* may reasonably decide that the *certified design* is deficient on grounds that include (but are not limited to) unsuitable or unsafe site conditions, latent conditions, non-compliance with *Ausgrid's* Network Standards and any other non-compliance with *Ausgrid's* *environmental, technical and safety requirements* of which *Ausgrid* was unaware on the *certification date*.
- (d) A minor variation does not represent a significant change to the *certified design* and concerns only one component or element of the *certified design*.
- (e) A major variation is a substantial variation to the *certified design* that will significantly affect the *work under the contract* or the *Ausgrid-funded assets*.
- (f) *Ausgrid* may require *your ASP/1* and *ASP/3* to attend a meeting at the *development* (at no cost to *Ausgrid*) to review the re-certified or newly *certified design* in the light of site conditions. If such a meeting is required, you will ensure that *your ASP/1* and *ASP/3* attend the meeting.

- (g) You may attend the meeting but are not required to do so.

11.2 Works under contract

- (a) You acknowledge and agree that where a minor variation is proposed, *Ausgrid*, acting reasonably, may:
- (1) agree that work may proceed and amendments to the *certified design* may be submitted for re-certification at a later date;
 - (2) agree that the work may proceed and the relevant amendments to the *certified design* may be recorded "as-built" in *Ausgrid's GIS*;
 - (3) require *your ASP/3* to submit an amended design for re-certification before the work proceeds;
 - (4) decline the proposed minor variation, which it may do only on grounds that the proposal fails to comply with *Ausgrid's environmental, technical and safety requirements*; or
 - (5) disagree that the proposed variation is a minor variation and request *you* to propose a major variation.
- (b) If clauses 11.2(a)(3) or (4) apply:
- (1) *you* must order *your ASP/1* to suspend *work under the contract* and the *Ausgrid-funded assets* works affected by the proposed variation; and
 - (2) if *you* disagree with *Ausgrid's* decision, *you* may make a written request to *Ausgrid* for a conference, which must be held within 5 *business days* of *your* request.
- (c) If *you* require a major variation, no *work under the contract* affected by the variation may proceed until the *certified design* has been amended and re-certified or a new design has been submitted and becomes a *certified design*.

11.3 Cost of variations

You acknowledge and agree that:

- (a) *Ausgrid* will not be liable for any costs incurred by *you*, *your ASP/1* or *your ASP/3* in connection with any amended or new design required by *Ausgrid* under this clause (except to the extent that those costs relate to amended or new design of any *Ausgrid-funded assets*); and
- (b) the design services provided by *Ausgrid* in relation to the re-certification of the design are provided under the *design contract*.

12 Electrification, delay to the proposed electrification date and force majeure

12.1 Application

The parties acknowledge that this clause 12 will only apply to the extent that *electrification* is to take place in respect of the *distribution system* assets to be relocated.

12.2 Electrification

Ausgrid will *electrify* the relocated *distribution system* assets on the *proposed electrification date* (as adjusted in accordance with clause 12.3, if applicable) if *you* and *your ASP/1* have complied with the conditions of this *contract* that constitute *preconditions to electrification* as set out in clause 12.4(d).

12.3 Events affecting Table of Critical Dates

- (a) Where a revision carried out to the *Table of Critical Dates* pursuant to clause 6.3(e) affects the *proposed electrification date*, you must submit a written application to *Ausgrid* requesting *Ausgrid* to reserve a new *proposed electrification date*. The written application must propose a set of alternative dates in case *Ausgrid* cannot reserve your preferred date.
- (b) *Ausgrid* will, subject to clause 12.4, make reasonable attempts to reserve a new *proposed electrification date* on or close to a date you have listed but may not be able to do so. If it cannot reserve a date you have requested, it will provide you in writing with a list of alternative dates. In that event, you must respond in writing to *Ausgrid*, either accepting one of *Ausgrid's* alternative dates or proposing further dates.
- (c) When a new *proposed electrification date* has been agreed in accordance with this clause, you must notify your *ASP/1*, who must revise the *Table of Critical Dates* accordingly and provide a copy to you and *Ausgrid*.

12.4 Your acknowledgements concerning the proposed electrification date

You acknowledge and agree that:

- (a) *Ausgrid* may be prevented by a *force majeure event* from *electrifying* the relocated *distribution system* assets on the *proposed electrification date* (as extended under clause 12.3);
- (b) in an emergency, *Ausgrid* may not be in a position to notify you or your *ASP/1* of a *force majeure event* until after the time set for *electrification*;
- (c) *Ausgrid* may be prevented by adverse network circumstances (as described in clause 12.5) from reserving a *proposed electrification date* requested by your *ASP/1*;
- (d) *Ausgrid* will not *electrify* the relocated *distribution system* assets on the *proposed electrification date* if you have failed to comply with any of your obligations under this contract that must be performed as a *precondition to electrification* which are:
 - (1) the leases and easements have been lodged for registration in accordance with clause 3.4;
 - (2) the *survey plan* and red line diagram are prepared by a *registered surveyor* have been provided to *Ausgrid* in accordance with clause 3.6;
 - (3) you and your *ASP/1* have complied with the *Table of Critical Dates*, including satisfying every item in the table and (where applicable) you have followed the procedure set out in clause 12.3 relating to a revision of the *proposed electrification date*;
 - (4) any *major defect* in the relocated *distribution system* assets has been rectified;
 - (5) you or your *electrical professional* has paid all *service fees* prior to the *proposed electrification date* in accordance with clause 16; and
 - (6) all the requirements stipulated in clause 15 have been satisfied by the relevant date.

12.5 Force majeure event

A *force majeure event* means any event outside *Ausgrid's* reasonable control, including:

- (a) adverse network circumstances, including but not limited to *load* conditions, equipment faults, failures or major incidents in the *distribution system*; third party damage to *distribution system* assets; safety incidents; industrial action; delay by any telecommunications company or utility in relocating any asset if that delay causes delay to *Ausgrid augmentation* works or work on *Ausgrid-funded assets*;
- (b) adverse weather conditions including but not limited to storms, cyclones, fire, flood, earthquake and weather conditions that lead *Ausgrid*, acting reasonably, to decide in the interests of the comfort or safety of any person that it should not interrupt electricity to the *premises* of any person to facilitate the *Asset Relocation*;

- (c) a delay to *Ausgrid's Services* resulting from an act or failure to act by an *authority* that has rights to consultation or rights of consent in relation to the *Ausgrid-funded works* under this *contract*; and
- (d) any other event outside *Ausgrid's* reasonable control, including but not limited to explosion, natural disaster, sabotage, riots, malicious damage, act of a public or foreign enemy, terrorism, hostilities, invasion, war (declared or undeclared), civil war, rebellion, revolution, insurrection, military or usurped power, radioactive or toxic or dangerous chemical contamination, industrial action including strikes and boycotts, civil commotion, government directive, confiscation, nationalisation, requisition or damage to property by or under the order of any government.

13 Ownership of the relocated distribution system assets

- (a) You acknowledge that the *Network Owner* will own the relocated *distribution system* assets when the *Asset Relocation* is completed or, where *electrification* is to take place, when they are *electrified*.
- (b) You will make all necessary inquiries to ascertain that the *Network Owner* will acquire those assets without challenge to its rights of ownership and you will do all things reasonably open to you and necessary to ensure the *Network Owner's* ownership is not open to challenge. This may include ensuring that appropriate transfer of title provisions are contained in your contracts with your *ASP/1* and other contractors.
- (c) In the event of any challenge to the *Network Owner's* ownership:
 - (1) you will, at no cost to *Ausgrid*, do everything *Ausgrid* reasonably requests to assist it in asserting the *Network Owner's* title to the assets, including obtaining the assistance of your *ASP/1*; and
 - (2) you agree to indemnify *Ausgrid* for all costs and expenses incurred by *Ausgrid* (including legal fees on an indemnity basis) in asserting the *Network Owner's* title to the assets.
- (d) You acknowledge that where *Ausgrid* issues *Ausgrid material* to an *ASP* the *Network Owner* retains ownership of that *Ausgrid material* at all times from the issue of that *Ausgrid material* and that *Ausgrid material* are not fixtures.
- (e) You agree that the terms of this *contract* may constitute one or more *Security Interests* for the purpose of the *PPSA* and that:
 - (1) to perfect any such *Security Interest* *Ausgrid* or the *Network Owner* may (but is not obliged to) register a financing statement(s) on the *Personal Property Securities Register*;
 - (2) you shall have no rights under sections 95, 118, 121(4), 125, 130, 132, 135, 142 and 143 of the *PPSA*;
 - (3) the application of Part 4.3 (other than sections 123, 124, 126, 128, 129(1), 133, 134(1) and 136) of the *PPSA* is contracted out of if that Part would apply by virtue of section 116(2) of the *PPSA*;
 - (4) you waive your right to receive notice of a verification statement under section 157 of the *PPSA*; and
 - (5) you must, promptly on request by *Ausgrid*, provide any such information and execute and deliver any such documents as *Ausgrid* may reasonably require to protect the *Security Interests* granted to *Ausgrid* or the *Network Owner* by you under or in relation to this *contract*.
- (f) Any *distribution system* assets decommissioned as part of the *Asset Relocation* remain the property of the *Network Owner* and must:
 - (1) be returned to *Ausgrid* at a time and place agreeable to *Ausgrid*; or

- (2) where *Ausgrid* decides that the *distribution system* asset is no longer required, be disposed of by *you* in accordance with *law*.
- (g) *you* are responsible for all costs associated with complying with this clause 13.

14 Access to the development and safety

14.1 Safe access and co-operation

- (a) Before and after the *Asset Relocation* is completed or, where *electrification* is to take place, before and after the relocated *distribution system* assets are *electrified*, *you* will provide *Ausgrid*, and will ensure that *your* employees, contractors and agents provide, or will procure that the *principal contractor* and its employees, contractors and agents provide, *Ausgrid* with such access to the *development* and assistance as *Ausgrid* reasonably requires so it may safely inspect the relocated *distribution system* assets and the *development*.
- (b) *You* will co-operate and ensure that *your* employees, contractors and agents or those of *your principal contractor* co-operate with *Ausgrid* in relation to the provision of the *Services*.

14.2 Access after electrification

- (a) After the *Asset Relocation* is completed or, where *electrification* is to take place, after the relocated *distribution system* assets are *electrified*, and until any works that may inhibit access are completed the *principal contractor* must permit authorised officers of *Ausgrid* to enter the development at any reasonable time during daylight hours in order to conduct any necessary inspection or do any thing relating to:
 - (1) any *Service* provided or to be provided by *Ausgrid* under this *contract*;
 - (2) any breach or possible breach of *Ausgrid's* requirements imposed under the *energy laws* or this *contract*;
 - (3) any defect or possible defect in the relocated *distribution system* assets or the *electrical installation*;
 - (4) any matter concerning the safety of the relocated *distribution system* assets; or
 - (5) the operation and maintenance of any substation.
- (b) In an emergency, the *principal contractor* must permit authorised officers of *Ausgrid* to enter the development any time of day or night.

14.3 Licence for access to relocated distribution system assets

Until registration of all *interests in land* in favour of the *Network Owner*, *you* must ensure that *Ausgrid* continues at all times to have unobstructed access (suitable for truck access in all weather conditions) to all relocated *distribution system* assets.

14.4 Ausgrid's obligations

- (a) *Ausgrid* acknowledges that it has obligations under the Work Health and Safety Act 2011 (NSW) and will do all things and will ensure that its authorised officers do all things reasonably necessary to co-operate with the *principal contractor* to ensure that *Ausgrid's* officers remain safe when they access the development.
- (b) *Ausgrid's* contractors and personnel who act under *Ausgrid's* authority must show identification before carrying out work on the development. *Ausgrid* issues photo identification cards that indicate the nature of the contractor's and personnel's authority.

14.5 Principal contractor

- (a) You must notify *Ausgrid* of the person appointed by you as *principal contractor* for the work under the contract within 5 business days of such appointment.
- (b) If the person appointed as the *principal contractor* is not your *ASP/1* you must include in your contract with that person a requirement that they will accept an appointment as *principal contractor* by *Ausgrid* in respect of the *Ausgrid-funded assets* works and will perform the duties of the *principal contractor*. You undertake to *Ausgrid* to enforce such a provision in that contract.

15 Environmental, technical and safety requirements

15.1 Your obligations

You will do everything reasonably necessary to ensure that your *electrical professionals* and any other contractor working on the *development* complies with *Ausgrid's environmental, technical and safety requirements* set out in or imposed in accordance with this clause.

15.2 Electrical Safety Rules

Work on or near the *distribution system* must be done in accordance with *Ausgrid's Electrical Safety Rules*.

15.3 Compliance with the Certified Design

The relocated *distribution system* assets as built must comply in all respects with the *certified design* (as amended and re-certified in accordance with this contract).

15.4 Technical Compliance

The *electrical installation* and the relocated *distribution system* assets must comply with the requirements of (as applicable):

- (a) the *installation rules*;
- (b) the *rules*, the market operations rules and any applicable metrology or other procedures made under the *rules* or the market operations rules;
- (c) any requirements specified by *Ausgrid* under the *Electricity Supply Act 1995*, the *Electricity Supply (General) Regulation 2014*, the *Electricity Supply (Safety and Network Management) Regulation 2014*, the *Electricity (Consumer Safety) Act 2004* or the *Electricity (Consumer Safety) Regulation 2015*;
- (d) all applicable *Ausgrid* Policies and Network Standards; and
- (e) any requirements or standards specified by *Ausgrid* from time to time to ensure compliance with the requirements and obligations referred to in clauses 15.4(a) to 15.4(d) (inclusive).

15.5 Environmental Requirements

You must provide in your contract with your *ASP/1* that the *ASP/1* must comply with:

- (a) all relevant conditions of consent under the *Environmental Planning and Assessment Act 1979*; and
- (b) the requirements of *Ausgrid's* network standard NS 174 Environmental Procedures, and you will do all things reasonably necessary to ensure that your *ASP/1* so complies.

15.6 Network safety

You must comply and ensure that *your electrical professionals* comply with any reasonable requirement imposed by *Ausgrid* at any stage prior to the expiry of the *rectification period* if *Ausgrid* becomes aware of any defect or other matter or thing that in its reasonable opinion may:

- (a) cause the *distribution system* to be unsafe;
- (b) cause the relocated *distribution system* assets not to comply with the conditions of this *contract*, or
- (c) damage the *distribution system* or any other customer's *electrical installation* or electrical goods or equipment utilising *that electrical installation*.

15.7 Fitness for safe operation

- (a) The *electrical installation* and the relocated *distribution system* assets must be fit to:
 - (1) operate safely in accordance with the *Electricity (Consumer Safety) Act 2004 (NSW)* and the *Electricity (Consumer Safety) Regulation 2015 (NSW)*;
 - (2) pose no fire risk to the environment that surrounds the *development*;
 - (3) operate safely in accordance with *customers'* responsibilities identified in *Ausgrid's* Customer Installation Safety Plan and Bush Fire Risk Management Plan; both of which are published in accordance with the *Electricity Supply (Safety and Network Management) Regulation 2014*,

and all live parts must remain properly insulated and protected against inadvertent contact with any person.

- (b) The *electrical installation* and relocated *distribution system* assets must also be designed and installed so as to ensure that they cannot be used in a manner that exceeds the operating limits imposed by the relevant design or the *installation rules*.

16 Service fees and charges

16.1 Ausgrid's service fees

- (a) *Ausgrid's* current *service fees* for *Services* (other than network charges) are set out in the Fee Schedule in the *schedule to the certified design*.
- (b) *You* agree to pay all *service fees* properly incurred by *Ausgrid* in relation to the *Asset Relocation* in accordance with this clause 16.

16.2 Billing arrangements

- (a) *Ausgrid* will issue *you* with an invoice for payment of *service fees* on no more than a monthly basis. *You* are required to pay these *service fees* in accordance with the payment terms of the invoice.
- (b) In certain circumstances where the *service fees* are likely to be significant, *Ausgrid* requires upfront payment of a proportion of the *service fees* prior to the commencement of the *Asset Relocation* works. *Ausgrid* will notify *you* of those fees as soon as practicable after the *certification date*. *You* are required to pay these *service fees* in accordance with the payment terms of the invoice.
- (c) *You* acknowledge that during construction of the *work under the contract*, *your ASP/1* may incur further fees because *Services* have been required in addition to those reasonably anticipated by *Ausgrid* and paid in advance by *you*. *Ausgrid* will invoice *your ASP/1* on *your* behalf (with a copy to *you*) for additional *Services* and those costs will be a debt due and payable to *Ausgrid*.
- (d) *You* acknowledge that payment by *you* or *your ASP/1* of any additional *service fees* or fees invoiced to it prior to the *proposed electrification date* is a *precondition to electrification*.

16.3 Capital contributions

- (a) You acknowledge that the *customer* is required to make a capital contribution to the cost of the relocated *distribution system* assets listed in Item 5(a) of the *schedule to the certified design* by retaining one or more *accredited service providers* to construct or install those assets.
- (b) You acknowledge that the *customer* is required to make a capital contribution to the cost of the relocated *distribution system* assets listed in Item 5(b) of the *schedule to the certified design* that *Ausgrid* will construct or install. The amount of this contribution is set out in Item 5(c) of the *schedule to the certified design*.
- (c) The capital contribution made by the *customer* is not a *Service fee*.

17 Termination of contract

17.1 Termination if the date for commencement is not met

- (a) Subject to clause 17.1(b), this *contract* terminates automatically if *work under the contract* has not commenced within 12 months after the commencement of the *contract*.
- (b) If *Ausgrid* receives from *you* a written request supported by evidence, together with *your* assurance that there is not likely to be a substantial change to the *certified design* at least 10 business days before the expiry of the period referred to in clause 17.1(a), *Ausgrid* may agree to extend the period by which *work under the contract* must commence. In such circumstances, *Ausgrid* will issue a written notice specifying the period of extension unless, acting reasonably, *Ausgrid* considers that there has been or is likely to be a material change to:
 - (1) the *Asset Relocation* originally applied for; or
 - (2) network conditions affecting the *certified design*.

17.2 Termination by Ausgrid

- (a) *Ausgrid* may terminate this *contract* by notice in writing to *you* at any time prior to the *completion date*, or, where *electrification* is to take place, *electrification*, if it considers, on reasonable grounds, that there has been or is likely to be a material change that renders the *Asset Relocation* you applied for unsuitable to provide a safe and reliable supply of electricity.
- (b) If *Ausgrid* terminates the *contract* and *you* wish to proceed with the *Asset Relocation*, you must make a new *application* and may be required to obtain a new *certified design*.

17.3 Termination when rectification period expires

If the *contract* has not terminated under clause 17.1 or 17.2, it terminates on the expiry of the *rectification period*.

17.4 Termination by customer

- (a) You may terminate this *contract* by giving *Ausgrid* 20 *business days'* notice in writing.
- (b) Termination of this *contract* does not affect any accrued rights or liabilities of either party, in particular, payment of any *service fees* incurred up to the date of termination.

17.5 Consequences of termination

- (a) On termination of this *contract*, for whatever reason, *you* must, or must procure, that:

- (i) all temporary works, construction plant, rubbish, surplus material, plant and equipment are removed from the *development* and any damage arising from their removal is repaired;
 - (ii) the *development* is left in a condition which does not cause a work health and safety risk to any person; and
 - (iii) to the extent that any *Asset Relocation* has commenced and is not completed, the incomplete works are removed and the *development* is returned to the condition it was in before any *Asset Relocation* works were commenced;
- each within the time required by *Ausgrid*.
- (b) You must comply with any additional reasonable requirements of *Ausgrid* as notified to you in writing, within the time required by *Ausgrid*,
 - (c) If you do not comply with clauses 17.5(a) and 17.5(b) within the time required by *Ausgrid*, *Ausgrid* will, at its discretion:
 - (i) take any action it deems necessary to put the *development* in the condition it would have been in had clauses 17.5(a) and 17.5(b) been complied with, including restoring the network to the state it was in prior to the commencement of the *Asset Relocation*; and
 - (ii) invoice you for the cost of the actions taken pursuant to clause 16.5(c)(i) and those costs will be a debt due and payable to *Ausgrid*.

18 Dispute resolution

18.1 Resolving disputes under this contract

- (a) The parties must attempt to resolve any dispute in accordance with this clause 18.1.
- (b) Written notice of any dispute or difference must be given to the other party. That notice must:
 - (1) set out the legal basis of the claim;
 - (2) set out the facts upon which the claim is based; and
 - (3) have annexed to it copies of correspondence and any relevant background material.
- (c) If the parties' project managers are unable to resolve the dispute or difference the subject of a written notice within 10 *business days* after that notice is given, either party may refer the dispute or difference to mediation. The parties must utilise the mediation services provided by the Australian Commercial Disputes Centre (ACDC).
- (d) Within 10 *business days* of the dispute or difference being referred to mediation, the parties will attempt to agree on a mediator. If they are unable to agree on a mediator within that time, the Chair of the Resolution Institute will appoint an ACDC-accredited mediator.
- (e) Unless otherwise agreed by the parties and the mediator, the mediation must be held within 15 *business days* of the appointment of the mediator.
- (f) Unless otherwise agreed by the parties and the mediator, the mediation process will cease if the dispute has not been resolved within 20 *business days* of the appointment of the mediator.

18.2 In the event of a serious breach

Where the dispute subject to this clause concerns a *serious safety breach*, *serious technical breach* or *serious environmental breach*, *Ausgrid* may issue a notice to your *ASP/1* prohibiting any further work under the contract or the *Ausgrid-funded assets* works until the dispute is resolved.

19 Dictionary and interpretation

19.1 Interpretation

In this *contract*, unless there is an express statement 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 natural person, firm, unincorporated association, corporation, government body, statutory body or *authority*;
- (c) A reference to a person includes its legal personal representatives, successors and assigns;
- (d) A reference to legislation, a statute, ordinance, code or other *law* includes regulations, rules and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (f) A reference to “we” is a reference to *Ausgrid*;
- (g) A reference to “you” is a reference to the *customer*;
- (h) Headings are for convenience only and do not affect interpretation; and
- (i) An *annexure* is an annexure to this *contract*.

19.2 Statutory definitions apply

- (a) Terms used in the *Asset Relocation offer* and the *contract* have the meanings they bear in the *energy laws* as amended from time to time, with the exception of *energy laws*, which bears the extended meaning given in clause 19.3.
- (b) For ease of reference, we offer the definitions set out in clause 19.3. Where our definitions differ from those in the *energy laws*, the definitions in the *energy laws* prevail in the event of a conflict of meaning, except as provided in this clause 19.2.

19.3 Dictionary

Subject to clause 19.2, the following words have the following meanings:

Acceptance of Offer means the form provided by the *customer* to *Ausgrid* accepting the *Asset Relocation offer*.

accreditation scheme means the Accredited Service Provider Scheme administered by the NSW Department of Industry, Resources and Energy in accordance with the Electricity Supply (Safety and Network Management) Regulation 2014 (NSW).

accredited service provider means a person accredited under the *accreditation scheme*.

Annexure means an annexure to this *contract*.

applicant, in the context of this document, means the person who lodged the *application*, to whom the *Asset Relocation offer* is made.

application means an application to relocate the *distribution system* assets.

ASP/1 means a person accredited as a level 1 *accredited service provider* in accordance with the *accreditation scheme* and for the purposes of this *contract* means *your ASP/1*.

ASP/3 means a person accredited as a level 3 *accredited service provider* in accordance with the *accreditation scheme*.

Asset Relocation means the relocation of existing *distribution system* assets to be carried out in accordance with this *contract*, and includes all work associated therewith, including (but not limited to) works near the *distribution system* not necessarily on the *distribution system*, the production of a *certified design*, the construction of new, and the removal of existing, *distribution*

system assets by the ASP/1, raising the ground level under an overhead line or changing the cover over an underground cable, and any other rectification work required as a result of the relocation of the *distribution system* assets.

Asset Relocation offer means the offer by *Ausgrid* to enter into the *contract*.

augmentation of a *distribution system* means work to enlarge the system or to increase its capacity to distribute electricity and **augmentation assets** refers to the assets resulting from the work.

Ausgrid-funded assets are the works funded by *Ausgrid*, further described in the *schedule to the certified design*.

Ausgrid material means capital equipment suitable for use in work under the *contract* or the *Ausgrid-funded assets* works, which *Ausgrid* issues to *accredited service providers* and for which *Ausgrid* may charge *service fees*.

Ausgrid's environmental, technical and safety requirements means the requirements set out in clause 15.

Ausgrid's GIS (Geographic Information System) means *Ausgrid's* spatial information database, detailing electrical network connectivity and electrical asset location.

Ausgrid's offered price means the price *Ausgrid*, acting reasonably, has calculated is a fair price for the labour and capital costs of installing *Ausgrid-funded assets*. *Ausgrid's offered price* is set out in Item 5(e) of the *schedule to the certified design* and it may be varied in accordance with clause 5.3 to 5.6 of this *contract*.

authorisation means the consent *Ausgrid* gives to an *accredited service provider* to work on or near the *distribution system*.

authorisation agreement means the agreement between *Ausgrid* and *your ASP/1* under which *Ausgrid* provides its *authorisation*.

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

business day means any week day other than any public holiday in New South Wales and other than 27, 28, 29, 30 and 31 December.

certified design means a design of the *distribution system* assets to be relocated as part of *Asset Relocation*, which is prepared by an ASP/3 and certified by *Ausgrid* in accordance with its design contract and includes any amendments made by the ASP/3 and subsequently re-certified by *Ausgrid*.

certification date, being the date the initial *certified design* is certified, means the date taken by *Ausgrid* to be the date it received a suitable *application*.

completion date means the date on which the construction, *electrification* and the reinstatement work associated with the *Asset Relocation* is completed in accordance with the *contract* to *Ausgrid's* satisfaction (acting reasonably).

connection means a physical link between a *distribution system* and *premises* to allow the flow of electricity and **connect** has a corresponding meaning.

contract has the meaning given in clause 1.1.

Contract Terms means this document.

customer means the person for whom the *Asset Relocation* is being carried out.

deed of agreement means either or both the Deed of Agreement for Lease or Deed of Agreement for Easement referred to in clause 3 of the *contract*.

design contract means the contract between *Ausgrid* and the *customer* under which *Ausgrid* provides the services required in order to produce the design for the *Asset Relocation* and which includes certification of the design.

development the lands and other places made available to *you* (whether by *Ausgrid* or another person) for the purpose of the *Asset Relocation* works.

distribution system means the apparatus, equipment, plant and buildings used to convey and control the conveyance of electricity to *customers*, and for the purpose of this contract means the

distribution system that is owned by the *Network Owner*, leased to the *Network Lessee*, and operated and maintained by *Ausgrid* under a sub-lease..

easement instrument means a Section 88B instrument or a transfer granting easement for a relevant *interest in land* required under this *contract*.

electrical installation has the meaning it is given from time to time in the Electricity (Consumer Safety) Act 2004 (NSW) and at the date of this offer means the electrical wiring and associated equipment that are used to convey and control the conveyance of electricity within the *development* to which electricity is supplied from a *distribution system*, but does not include *Ausgrid's* premises *connection assets* or anything connected to and extending or situated beyond an electrical outlet socket.

electrical professional includes a licensed electrician, a licensed electrical contractor, or an *accredited service provider*.

electrify means apply electric current to the relocated *distribution system* assets and **electrification** has a corresponding meaning.

energy laws includes (as applicable and as amended from time to time) the National Energy Retail Law, the National Electricity Law, the *rules*, any rules, regulations and instruments made under the National Energy Retail Law or the National Electricity Law, the Electricity Supply Act 1995 (NSW) and Electricity (Consumer Safety) Act 2004 (NSW), all rules, regulations, instruments and plans made under or to comply with those Acts; The *Service and Installation Rules* and instruments made by *Ausgrid* as permitted under those rules; *Ausgrid's* Electrical Safety Rules; *Ausgrid's* Policies and Network Standards; and *Ausgrid's* plans made under the Electricity Supply (Safety and Network Management) Regulation 2014.

fit for purpose includes but is not limited to complying with the *certified design*, the *installation rules* and *Ausgrid's* safety and technical requirements and being free of *major* and *minor defects*.

force majeure event has the meaning given in clause 12.5.

installation rules means the Service and Installation Rules of New South Wales as amended from time to time.

interests in land include leases and easements and *instrument* bears the same meaning.

instrument means an instrument creating an *interest in land* capable of being registered by *LPI*.

land means a lot in which the *Network Owner* is entitled to acquire a registered *interest in land* to protect *distribution system* assets placed on that lot in accordance with this *contract*.

law means any legislation, delegated legislation, regulations or any rules, instruments, notices or directions published by an *authority* and the *energy laws*

load means the measure of the electricity (expressed in amperes) that flows from the *distribution system* to the *development* or to any *premises*.

LPI means Land and Property Information New South Wales.

major defect means a defect in any *work under the contract* which in *Ausgrid's* reasonable opinion is likely to make the work unsafe to *electrify* or leave *electrified*.

minor defect means a defect in any *work under the contract* which in *Ausgrid's* reasonable opinion requires rectification but is not a *major defect*.

Network Lessee means Ausgrid Asset Partnership (ABN 48 622 605 040), a partnership carried on under that name by:

- (a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;
- (b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;
- (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;
- (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and
- (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4,

and its successors and assigns, which leases the assets which form part of the *distribution system* from the *Network Owner* and which are in turn operated and maintained by *Ausgrid* under a sub-lease arrangement.

Network Owner means Alpha Distribution Ministerial Holding Corporation and its successors and assigns, that owns the assets which form part of the *distribution system* which are leased to the *Network Lessee* and are in turn operated and maintained by *Ausgrid* under a sub-lease arrangement.

Personal Property Securities Register has the meaning given under the *PPSA*.

PPSA means the *Personal Property Securities Act 2009* (Cth) and any regulation made at any time under that Act, including the *Personal Property Securities Regulations 2010* (Cth) (each as amended from time to time).

preconditions to electrification are the preconditions, set out in clause 12.4(d), that must be satisfied before *Ausgrid* will *electrify* the relocated *distribution system* assets.

premises includes any building or part of a building, any structure or part of a structure, any land (whether built on or not) and any river, lake or other waters;

principal contractor is defined in the *Work Health and Safety Regulation 2011* (NSW).

proposed completion date means the date set out in [Item 7 of the *schedule to the certified design*], as amended from time to time in accordance with this *contract*.

proposed electrification date means the date set out in Item 8 of the *schedule to the certified design*, as amended from time to time in accordance with this *contract*.

rectification period means three years from the *completion date*.

red line survey plan is defined in clause 3.6.

registered surveyor means a person registered as a surveyor under the *Surveying and Spatial Information Act 2002* (NSW).

registration demand means a demand made by *Ausgrid* pursuant to clause 3.7(c)(3).

Regulator means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010* (Cth).

relevant instrument means the instrument of lease or *easement instrument* for an *interest in land* to capable of being registered by *LPI*.

rules means the National Electricity Rules established (and as amended from time to time) under the *National Electricity Law*.

schedule to the certified design means the document of that name in the form of *Annexure 2*, which *Ausgrid* attaches to the *certified design*.

Security Interest has the meaning given under the *PPSA*.

serious environmental breach means an act or omission that has led or in *Ausgrid's* reasonable opinion may lead to an offence under any environmental legislation.

serious safety breach means a breach of the *ASP/1's* safety obligations to *Ausgrid* or a breach of the *ASP/1's* duties under the *Work Health and Safety legislation* that in *Ausgrid's* opinion constitutes a threat to the health or safety of any person or the safe operation of the *distribution system*.

serious technical breach means a breach of this *contract* that in *Ausgrid's* reasonable opinion constitutes a threat to the integrity or safe operation of the *distribution system* or an *electrical installation*.

service fees under this *contract* are the fees payable in accordance with clause 16.

Services are non-routine or *customer* specific services provided to the *customer* in accordance with clause 2.2 and for which *service fees* are payable.

SOP Act means the *Building and Construction Industry Security of Payment Act 1999* (NSW).

survey plan means a plan prepared by a *registered surveyor* for the purpose of registration of a lease or easement and satisfactory for registration purposes.

Table of Critical Dates means the table prepared by the *ASP/1* in accordance with clause 6.3, and which is substantially in the form of *Annexure 1*.

Work Health and Safety legislation means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).

work on or near the distribution system includes work on any part of the *distribution system* where there is a reasonable possibility that:

- (a) a part of a person's body, or
- (b) any moveable object (not designed for safe use on live conductors of the same or higher voltage) that the person might be wearing, touching, or carrying,

may come closer to a live exposed conductor than the minimum safe working distance stipulated in *Ausgrid's Electrical Safety Rules*.

work under the contract means the *Asset Relocation* work carried out for the *customer* (whether by an *ASP/1*, or *Ausgrid*) as further described in item 5 of the *schedule to the certified design*, excluding the *Ausgrid-funded assets* works and anything carried out by the *ASP/3* in relation to the *Asset Relocation*, and **works under the contract** has an equivalent meaning.

your ASP/1 means the *ASP/1* retained by *you* to construct and install the relocated *distribution system* assets.

ANNEXURE 1

[Note: This annexure should be updated on a contract by contract basis to reflect the critical dates for the relevant asset relocation.]

Template for Table of Critical Dates

Version _____ Date _____

CRITICAL DATE DESCRIPTION	DATE
<p>proposed start date</p> <p>Anticipated start date of electrical construction work by the <i>ASP/1</i> on site. <i>Applicant</i> to advise <i>Ausgrid</i> when date is known from the <i>ASP/1</i>.</p>	XX/XX/XXXX
<p>proposed completion date</p> <p>Anticipated <i>completion date</i> of electrical construction work by the <i>ASP/1</i> on site. <i>Applicant</i> to advise <i>Ausgrid</i> when date is known from the <i>ASP/1</i>.</p>	XX/XX/XXXX
<p>Final electrification requested – 6 weeks prior to date for electrification</p> <p>At this date, the following (as applicable) must be complete to <i>Ausgrid's</i> satisfaction</p> <ul style="list-style-type: none"> <input type="checkbox"/> Valid Operator Request Forms (ORF) submitted to <i>Ausgrid</i> <input type="checkbox"/> Valid Technical Equipment Inventory (TEI) sheets submitted to <i>Ausgrid</i> <input type="checkbox"/> Valid substation testing sheets submitted to <i>Ausgrid</i> <input type="checkbox"/> <i>Deed of agreement</i> executed (unless waived under clause 3.3a) 	XX/XX/XXXX
<p>Ready for electrification – 2 weeks prior to date for electrification</p> <p>At this date, the following (as applicable) must be complete to <i>Ausgrid's</i> satisfaction</p> <ul style="list-style-type: none"> <input type="checkbox"/> All works by <i>your ASP/1</i> completed <input type="checkbox"/> Rectification of non-conformance(s) by <i>ASP/1</i> <input type="checkbox"/> Submission of <i>ASP/1</i> statement of compliance (<i>Annexure 3</i> of the <i>authorisation agreement</i>) <input type="checkbox"/> Valid <i>red line survey plan</i> submitted to <i>Ausgrid</i> <input type="checkbox"/> Payment of all outstanding <i>service fees</i> <input type="checkbox"/> Proof of lodgement of appropriate easements/leases (unless waived at <i>Ausgrid's</i> sole discretion) <input type="checkbox"/> Certificate of Title lodged at <i>LPI</i> (unless waived under clause 3.7) <input type="checkbox"/> Valid Certificate of Compliance for Electrical Work (CCEW) and Notice of Service Work (NOSW) forms (as applicable) submitted to <i>Ausgrid</i> 	XX/XX/XXXX

Electrification The date the ASP/1 works and installation are <i>electrified</i> .	XX/XX/XXXX
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Note:

Prior to or at the pre-construction meeting, *you* must ensure that *your ASP/1* submits to *Ausgrid* a *Table of Critical Dates* in accordance with this *Annexure 1*, recording all critical dates relevant to the *Asset Relocation* works. For further details see clause 6.3.

In completing this template, *your ASP/1* should note that the execution of *deeds of agreement* (cl 3.3) and easement/lease plans and *instruments* (cl 3.6) can take 4 weeks for *Ausgrid* to review and execute. *Your ASP/1* must allow for this processing in its scheduling.

ANNEXURE 2

SCHEDULE TO THE CERTIFIED DESIGN		Project Number :SCXXXXX	
1. CUSTOMER			
2. CUSTOMER ADDRESS			
3. DEVELOPMENT ADDRESS			
4. LEASES AND EASEMENTS REQUIRED BY AUSGRID: The leases and easements shown in the <i>certified design</i>			
5. ASSET RELOCATION WORKS			
(a) Funded by the <i>customer</i> undertaken by the <i>ASP/1</i>		All works depicted in the <i>certified design</i> that are not included in 5(b) or 5(d) below.	
(b) Funded by the <i>customer</i> undertaken by <i>Ausgrid</i>		(Supply and installation of)/(Supply only ...)/(Installation only ...)/(Trenching from .. to ...)/(Spare conduit)/(Low voltage Interconnector)/(Streetlighting bracket/luminaire) etc.	
(c) <i>Customer's</i> payment to <i>Ausgrid</i> if it undertakes works in 5(b)		\$XXXX,XXXX.XX	
(d) <i>Ausgrid-funded</i> works to be undertaken by the <i>ASP/1</i>		(Supply and installation of)/(Supply only ...)/(Installation only ...)/(Trenching from .. to ...)/(Spare conduit)/(Low voltage Interconnector)/(Streetlighting bracket/luminaire) etc.	
(e) <i>Ausgrid's</i> payment to <i>your ASP/1</i> if it undertakes works in 5(d) (incl GST)		\$XXXX,XXXX.XX	
6. AUSGRID'S SERVICES (incl GST) The fees quoted below are <i>Ausgrid's</i> estimates of the expected charges. If additional services are required additional charges are applicable in accordance with the <i>contract</i>.			
Offer for Asset Relocation:	\$XX,XXX	Access Permit*	\$XX,XXX
Contestable Process Facilitation	\$XX,XXX	Clearance to Work*	\$XX,XXX
Property Services	\$XX,XXX	Inspection (ASP/1 Grade A)	\$XX,XXX
Customer Interface Coordination	\$XX,XXX	Inspection (ASP/1 Grade B)	\$XX,XXX
Service fee associated with <i>Ausgrid</i> materials (if applicable)	\$XX,XXX or N/A	Inspection (ASP/1 Grade C)	\$XX,XXX
Administration	\$XX,XXX	Substation Commissioning	\$XX,XXX
Re-inspection*: (per hour)	\$XXX per hour	Supply temporary connections	\$XX,XXX
* If this service is required more than once, <i>you</i> will incur this fee on each occasion			
7. TIMEFRAMES FOR SERVICES AND WORKS			
Timeframes for services and works will be developed by <i>your ASP/1</i> and accepted by <i>Ausgrid</i> in accordance with clause 6.3 of the <i>contract</i> . A <i>Table of Critical Dates</i> will be annexed to the <i>contract</i> .			

ANNEXURE 3
Application

[NOTE: Ausgrid to attach *application*.]