

# Non-Standard Connection Agreement

between

Evoenergy

ABN 76 670 568 688

and

Trinity Christian School Incorporated

ABN 31 614 578 699

for

Supply to

B5, 13 S117 Wanniasa

## Evoenergy terms and conditions for non-standard connections

This document is the *negotiated connection offer* of Evoenergy (referred to in this *connection offer* as "we" or "us") for the provision of *connection services* in accordance with Chapter 5A of the *National Electricity Rules* and if the *connection applicant* elects to negotiate the provision of *supply services*, in accordance with the *National Energy Retail Law* and *National Energy Retail Rules*.

If accepted by you, this document becomes the *negotiated connection contract* between us and you for the provision of *connection services* and if applicable, *supply services*. On acceptance of the *connection offer*, references to "*connection offer*" should be taken to be references to "*connection contract*".

This *connection offer* applies to both *small customers* and *large customers* unless expressly stated otherwise.

Terms italicised in this *connection offer* are defined in Attachment A. In the event of an inconsistency between a term defined in this offer and the *regulatory requirements*, the meaning in the *regulatory requirements* is to prevail.

### 1. Who does this connection offer apply to?

This *connection offer* applies to *connection applicants* (referred to in this *connection offer* as "you" and "your") who require a *connection service* and seek to negotiate with us for the provision of that service in the following circumstances:

- (a) where the *connection service* being sought is not a *basic connection service*; and
- (b) where the *connection service* being sought is a *basic connection service* but you elect to negotiate the terms and conditions on which the *connection service* is to be provided.

### 2. What services are covered by this connection offer?

#### 2.1 Connection services

This *connection offer* covers *connection services* which relate to a physical link between our *distribution network* and your *premises* which allows the flow of electricity (a **connection**) and involves:

- (a) an alteration to an existing *connection* including an addition, upgrade, extension, expansion, *augmentation* or any other kind of alteration (a **connection alteration**);
- (b) a *connection* established or to be established where there is no existing *connection* (a **new connection**)

The *connection services* covered by this offer are detailed in Schedule 1.

All *connection assets* provided under this *connection contract* are our property. When you are responsible for the installation of the *connection assets*, ownership will transfer to us at the time of *connection*.

Under the *regulatory requirements*, we are required to provide you with information about the *connection*. This information is contained in Schedule 1. If you require further information, please contact us and we will

endeavour to provide that information as soon as practicable.

### 2.2

#### Supply Services

You may also elect for this *connection offer* to cover services relating to the maintenance of the *connection* to allow the flow of energy to (and where applicable, from) the *premises* (**supply services**) in addition to *connection services*. Where this *connection offer* addresses a matter that is covered by the *deemed standard connection contract* or *deemed AER approved standard connection contract*, the terms and conditions of this offer apply to the exclusion of the term or condition of the *deemed standard connection contract* or *deemed AER approved standard connection contract*.

### 2.3

#### What is not covered by this connection offer?

- (a) This *connection offer* does not cover the sale of energy to your *premises*. This is the role of your *retailer*.
- (b) This *connection offer* does not cover work which must be completed by you (as set out in Schedule 1) prior to us completing the *connection* work under this offer.
- (c) This *connection offer* does not cover providing, installing or maintaining a metering installation for a *premises*

### 2.4

#### Terms and conditions applying to services covered by connection offer

The *connection services* covered by this *connection offer* are set out in Schedule 1. If this *connection offer* covers *embedded generating unit connection services*, Part A also applies.

### 3.

#### Term

- (a) This *connection offer* remains open for acceptance for 20 *business days* from the date of the offer and then lapses unless the period for acceptance is extended by agreement between us and you.
- (b) The *connection contract* commences on the date the *connection offer* is accepted by the *connection applicant*.
- (c) This *connection contract* will continue until the later of:
  - (i) where the connection applicant is a party to a *customer connection contract* for the *premises*, upon termination of the *customer connection contract*; or
  - (ii) where the connection applicant is not a party to a *customer connection contract* for the *premises*, 12 months after completion of the *connection works*.
- (d) Upon termination of this *connection contract* the *connection applicant* must, within 10 *business days* of termination, pay all amounts owing to us under this *connection contract*, including but not limited to costs payable in accordance with the *National Electricity Rules*, and any other costs incurred or

likely to be incurred by us as a direct result of the *connection works* performed by us prior to the date of termination.

#### 4. What are the timeframes for commencing and completing the connection service work?

- (a) Schedule 2 sets out the timeframes within which we will commence and complete the *connection service work*. We will use our best endeavours to ensure that the *connection works* are carried out within the applicable timeframes. However, we are not required to commence or continue with *connection works* if you fail to comply with the terms and conditions of this *connection offer* in relation to that work.
- (b) The timeframes for commencing and completing the work are subject to the following conditions:
  - (i) all information provided by you including any further information requested by us is accurate and complete;
  - (ii) the *customer* doing all things necessary to ensure that we are able to carry out the *connection works*, including but not limited to clearing any vegetation, structures, or other obstructions as required by us;
  - (iii) where the *customer* is required to complete certain works prior to us completing the *connection works*, the completion of those works to our reasonable satisfaction, and the *customer* advising us of the completion of those works;
  - (iv) where the *connection works* require us to obtain access to land or property owned by a third party, us gaining lawful access to that land or property;
  - (v) payment of all charges owing to us under this *connection contract*;
  - (vi) any other special conditions identified in this *connection offer* being satisfied.
- (c) The timeframes for commencing and completing the *connection works* do not take into account factors outside of our control which may affect these timeframes. If such factors do arise, reasonable delay must be taken into account in those timeframes. We will advise you as soon as practicable of the nature and timing of the delay. Factors outside our control include:
  - (i) weather;
  - (ii) the presence of a condemned or nailed pole that prevents or delays the required work from being undertaken;
  - (iii) access for service vehicles and plant being restricted or obstructed;
  - (iv) the presence on the *premises* of rock, other underground obstructions or physical land characteristics that could not have been foreseen by us and are not allowed for in the offer;

- (v) the presence on the *premises* of other underground services not anticipated by us or advised to us by you;
- (vi) *customer supplied works* not being completed or not being completed to an acceptable standard, for example; being non-compliant with the Evoenergy Guidelines or regulatory requirements, or unauthorised deviations from any reasonable direction from us;
- (vii) any delays caused by third parties (including local authorities, other government agencies or infrastructure owners);
- (viii) any delays required to comply with energy laws and regulatory requirements;
- (ix) the non-delivery or lack of availability of equipment required by us to complete the *connection service works*;
- (x) emergencies or other event which has or may have an impact on us or our *distribution network* where we, acting reasonably, divert resources to respond to that emergency or other event.
- (d) In the event that the connection works are delayed as a result of an event referred to in clause 4(c)(vii) to (x), we will take reasonable steps to rectify the delay but are not required to allocate additional resources to the *connection works*, other than such resources as were originally planned, nor are we under any obligation to undertake the *connection works* outside our normal working hours.
- (e) If you do not allow us to commence the *connection works* within six months of the commencement the *connection contract* or do not otherwise allow us to complete the work within six months of commencement of the connection works, we may terminate the *connection contract*.

#### 5. Metering requirements

- (a) You must ensure that before the connection is energised, a *metering installation* or *metering installations* (as required) to measure electricity flow at the premises have been installed and they comply with the requirements of this clause and any other requirements specified in Schedule 1.
- (b) Metering arrangements, including the type, provision and installation of the *metering installation*, are required to comply with any applicable *energy laws*, regulatory requirements and *Evoenergy Guidelines*.

##### Note:

The *retail customer's retailer* must arrange for the provision, installation and maintenance of a *metering installation*. However, if the *retail customer* is a large customer under the *rules*, it may elect to directly appoint a *metering coordinator* under cl 7.6.2 of the *rules* instead. That *metering coordinator* must then arrange for the provision, installation and maintenance of a *metering installation* in accordance with the *energy laws*.

Evoenergy does not ordinarily provide, install or maintain *metering installations*. A limited exception applies where

you have requested a *connection alteration*. In these circumstances, *Evoenergy* does not supply any services in relation to the *metering installation* to you under this *connection contract*. It instead supplies services in relation to the *metering installation* directly to your *retailer* under a separate arrangement. You remain responsible under this *connection contract* for ensuring that metering arrangements for your *connection* comply with all *energy laws* prior to energisation of your *connection*.

## 6. Safety and technical requirements

- (a) You must comply with any applicable *regulatory requirements* and any relevant *Evoenergy Guidelines*.
- (b) You must provide and maintain our equipment and any reasonable or agreed facility (including metering equipment and *connection assets*) required for the *connection* at the *premises*, and use reasonable endeavours to protect such equipment from harm or unauthorised interference.
- (c) In some circumstances, we may require that you engage a *licensed or accredited person* to provide related services. We will inform you when these circumstances arise and you will be responsible for arranging the *licensed or accredited person's* attendance and any costs associated with this attendance and provision of the related services.
- (d) You must ensure that all *customer supplied works* completed by or on behalf of you are compliant with the *regulatory requirements*. Where *customer supplied works* are non-compliant, we will issue a notice to you (a *non-compliance notice*). You must organise for the non-compliance to be rectified and notify us when the rectification has taken place before we will undertake, perform, commence or continue the *connection works*.
- (e) You must safely restrain or remove any animals present on the *premises* while we are on the *premises*. If appropriate care has not been taken we accept no liability for injury to or loss of animals.
- (f) All property boundaries must be clearly marked. In the absence of any identifiable boundary marks in relation to residential areas, the presence of a fence will be taken to be the property boundary. We accept no liability for errors and omissions arising from an incorrectly marked boundary or the absence of a boundary marking.
- (g) You must ensure that all areas of the *premises* that we could reasonably be expected to access in the course of carrying out *connection work* are made safe and without risk to health (including but not limited to asbestos, polychlorinated biphenyls, petroleum products etc.) as required by the *Work Health and Safety Act (ACT) 2011 (ACT)*.
- (h) Where you complete any work in relation to the *premises* which is required to be inspected by third parties, including regulatory bodies or statutory authorities, you must organise and ensure the completion of these inspections prior to us commencing work. If we have to revisit the *premises* because these inspections have not been carried out or where *customer supplied works* are

non-compliant, we may charge you in accordance with Clause 12 and Schedule 3 in relation to the revisit.

## 7.

### 7.1

## Access

### Your obligations

Under the *energy laws*, *regulatory requirements* and (where applicable) the *connection contract*, you must provide our authorised representatives and us, together with all necessary equipment safe and unhindered access to the *premises* at any reasonable time to allow us to do any of the following:

- (a) examining or inspecting any *connection assets* or equipment at the *premises*, including a *metering installation*;
- (b) inspecting, making safe, operating, changing, maintaining, removing, repairing or replacing any of our equipment at the *premises*;
- (c) undertaking repairs, testing or maintenance of the *distribution system*;
- (d) clearing vegetation from the *distribution system* including any equipment owned by us;
- (e) to conduct any necessary inspection or do anything relating a *connection service* or a *connection* provided by *Evoenergy*;
- (f) investigation any breach or possible non-compliance of *Evoenergy Guidelines*, the *energy laws*, the *regulatory requirements* or this *connection offer*;
- (g) performing services requested by you or your *retailer*; and
- (h) exercise any other function or right imposed by the *energy laws*.

### 7.2

### Our obligations

If we or our representatives seek access to the *premises* under clause 7.1 above, we will:

- (a) comply with all relevant requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

### 7.3

### Costs for lack of access

If you do not provide the access required under clause 7.1, you may be required to pay the reasonable costs of any further attendances required at your *premises* as a result.

### 7.4

### Our staff on your premises

For industrial *premises*, you must provide our employees, contractors and agents with safe working conditions consistent with relevant work health and safety laws and applicable *regulatory requirements*.

## 8.

## Protection of our network

- (a) You must:

- (i) use reasonable endeavours to protect our infrastructure or equipment installed on your premises from unauthorised interference;
  - (ii) notify us of any interference, defect or damage within 5 *business days* of becoming aware of it;
  - (iii) pay the reasonable costs of repair or replacement of our equipment installed on your *premises*, on request, if the defect or damage was caused by you, or by another person in circumstances where you failed to take reasonable care to prevent that defect of damage;
  - (iv) not do anything that interferes with the safe or efficient operation of our *distribution network*, or permit anyone else to do so.
- (b) If we reasonably consider that your *connection* or any of your equipment is having an adverse effect on the *distribution network*, you must comply with any reasonable directions we give you to correct that interference or effect.
- (c) You acknowledge that failure to comply with your obligations listed in subclause (b) may result in a safety hazard for people (including our personnel), the environment and property (including the *distribution network* and *distribution system*).
- (d) You must inform us promptly if there is a change in:
- (i) your contact details;
  - (ii) your equipment, including your *embedded generator* if applicable; or
  - (iv) the capacity or operation of connected equipment that may affect the quality, reliability, safety or metering of the supply of energy to the *premises* or the premises of any other person.

## 9. Charges

- (a) We will only charge *connection charges*, including any variations, consistent with our *connection policy* and applicable *energy laws*.
- (b) Subject to clause 9(h), the charges payable under this *connection contract* are set out in Schedule 3.
- (c) *Ancillary services* are classified as *alternative control services* by the AER. All *ancillary services* provided under this *connection offer* are payable as *connection charges*.
- (d) We may charge a reasonable fee to cover expenses directly and reasonably incurred by us in assessing any application by you for a *negotiated connection contract*.
- (e) We will issue you an invoice in relation to any charges payable to us in relation to this *connection offer* and you must pay all charges owing to us within 20 *business days* of the date of issue of an invoice.

- (f) Amounts specified in the Schedule or which are otherwise payable under the *connection contract* may be stated to be exclusive or inclusive of *GST*. Subclause (g) applies unless an amount payable under this contract is stated to include *GST*.
- (g) Where an amount paid by you or by us under this contract is payment for a “taxable supply” as defined for *GST* purposes, to the extent permitted by law, that payment will be increased so that the cost of the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.
- (h) If:
  - (i) you have failed to comply with this *connection contract*;
  - (ii) we need to reschedule the provision of *connection services* under this *connection contract* due to any request or failure by you;
  - (iii) we become aware of circumstances outside of our control and of which we could not have reasonably been aware at the date of this *connection contract* (for example, discovery of adverse ground conditions); or
  - (iv) clause 4(c) applies,
and
  - (v) as a result, we will incur extra costs to provide the *connection services* to you,
we may vary the charges payable by you under this *connection contract*.
- (i) We agree we will use all reasonable endeavours to mitigate any costs we may incur, before we exercise our rights under clause 9(h) of this *connection contract*.

## 10. Our liability

### 10.1 General

- (a) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of the *connection works*, their quality, fitness for purpose or safety, other than those set out in this *connection contract*.
- (b) Subject to paragraph (d), unless we have acted in bad faith or negligently, the *National Energy Retail Law* excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your *premises*, which includes any loss or damage you suffer as a result of the defective supply of electricity.
- (c) Subject to clause 10.2 and the extent permitted by law, we are not liable:
  - (i) to the extent your equipment caused or contributed to the problem;
  - (ii) for any loss, liability or expense you may suffer or incur other than as provided under paragraph (b);



- (iii) for any loss of profits, business or anticipated savings or for any indirect or consequential loss arising out of or in connection with this contract, whether in contract or tort (including negligence);
- (iv) for any amount exceeding the total \$200,000 which is the total limit of our liability to you in relation to the *connection services* provided under this contract.
- (d) If you are a *large customer* or a *real estate developer*, you must indemnify us against any injury, loss or damage suffered by a third party in connection with your *connection* and claimed against us to the extent that the injury, loss or damage is caused by or contributed to by your negligence or your breach of the *connection offer*.
- (e) This clause 10 operates in conjunction with, and does not operate as a waiver to, the immunity provisions contained in sections 119 and 120 of the *National Electricity Law*.

## 10.2 Australian Consumer Law Guarantees

- (a) The *Australian Consumer Law* requires us to automatically provide certain guarantees in relation to goods and services which cannot be excluded by contract. If services supplied under the *connection contract* are supplied to you as a 'consumer' within the meaning of that term in the *Australian Consumer Law* or relevant jurisdictional legislation, you will have the benefit of certain non-excludable rights and remedies in respect of the services (**consumer guarantees**), including guarantees that services are provided with due care and skill, and that goods are of acceptable quality.
- (b) Nothing in this *connection contract* excludes, restricts or modifies the operation of the *consumer guarantees* where to do so would contravene the *Australian Consumer Law* or cause any part of this clause to be void.
- (c) However, if:
  - (i) the services are services not ordinarily acquired for personal, domestic or household use or consumption; and
  - (ii) the price of the services is \$AUD40,000 or less, we limit our liability for breach of any *consumer guarantee* to (at our option) supplying the services again, or the cost of having the services supplied again.
- (d) Except for the *consumer guarantees* and any requirements under the *National Energy Retail Law* and *National Energy Retail Rules*, the *National Electricity Law* and *National Electricity Rules* and the warranties and conditions set out in this contract, we exclude all warranties, terms and conditions implied by statute, at law, in fact or otherwise.
- (e) However where a failure to comply with a *consumer guarantee* can be remedied, and is not a major failure (as defined under the *Australian Consumer Law*), we may comply with a requirement to remedy that failure as set out in subclause (c).

## 11.

### Privacy

- (a) We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.
- (b) You consent to us using information about you, your supply address, your electricity usage and generation, your metering data agent and any related or similar information:
  - (i) for internal purposes and reporting to our shareholders, parent company or their shareholders;
  - (ii) to comply with our obligations under this *connection offer* or otherwise required or permitted by law
  - (iii) to make available to a third party, including your *retailer*, for any of the purposes indicated below:
  - (iv) if you are not readily identifiable, to help us identify you;
  - (v) to help assist recovery against you if you breach this *contract offer*; or
  - (vi) if required or permitted by law;
  - (vii) for market research and analysis.

If you do not wish your details to be used for market research purposes, please contact us on 13 14 93.
- (c) We may use any personal information we hold about you, including your contact details, to assess your ongoing creditworthiness or the status of any account you have with us.

## 12.

### Complaints and dispute resolution

#### 12.1

#### Complaints

- (a) If you have a complaint, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures. Our standard complaints and dispute resolution procedures are published on our website. If you are a *small customer*, we must provide you with a copy of our standard complaints and dispute resolution procedures if you request us to do so.
- (b) If you are a *small customer* and you wish to contact us in connection with a query, complaint or dispute, our contact details are:
 

**Phone:** 13 23 86

**Email:** [customerresolutions@evoenergy.com.au](mailto:customerresolutions@evoenergy.com.au)

**Post:**  
Network Complaints  
GPO Box 366  
Canberra ACT 2601
- (c) If you make a complaint, we must respond to your complaint within the required timeframes in our

standard complaints and dispute resolution procedures and inform you:

- (i) of the outcome of your complaint and the reasons for our decision; and
- (ii) that, if you are not satisfied with our response and you are a *small customer*, you have a right to refer the complaint to the ACT Civil and Administrative Tribunal (ACAT).

## 12.2 Dispute resolution

- (a) If you have a dispute with us we will try to resolve it with you.
- (b) If we cannot resolve that dispute informally with you, then you may ask us to formally review the issue which has caused the dispute.
- (c) You must do so in writing, stating fully the basis of your complaint against us, no later than 28 days after the dispute has arisen. We will then formally review your complaint and advise you of our decision in relation to it within 28 days of you giving notice to us under this clause.
- (d) If you are still dissatisfied once we have advised you of our decision and you are a *small customer*, you may be entitled to refer your complaint to ACAT or take other action.
- (e) You must continue to perform your obligations under this *connection offer* despite any ongoing dispute.
- (f) Nothing in this clause 12.2 prevents a party exercising its rights under this *connection offer* or applying to a court for urgent relief.

## 13. Notices

- (a) Notices and bills (where relevant) under this *connection offer* must be sent in writing, unless this *connection offer* or the *energy laws* or *regulatory requirements* say otherwise.
- (b) A notice or bill sent under this *connection offer* is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's *premises* (in your case) or one of our offices (which excludes depots) (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date two *business days* after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

## 14. Force Majeure

### 14.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party (**force majeure event**):

- (a) the obligation, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

### 14.2 Deemed prompt notice

If the effects of a *force majeure event* are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### 14.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

### 14.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a *force majeure event* in any manner other than the manner preferred by that party.

## 15. Miscellaneous

### 15.1 No representations or warranties

You acknowledge that in entering into this *connection contract* you have not relied on any separate promises from us that have not been included in the *connection offer*, and this *connection contract* supersedes all previous negotiations and understandings in respect of its subject matter.

### 15.2 Assignment

- (a) You may not assign your rights or obligations under the *connection contract* without our consent.
- (b) Another person may carry out some obligations placed on us under this *connection offer*. If this *connection offer* imposes an obligation on us to do something, then:
  - (i) we are taken to have complied with the obligation if another person does it on our behalf; and
  - (ii) if an obligation is not complied with, we are still liable to you for the failure to comply.

### 15.3 How may the *connection contract* be varied or a right under it waived?

- (a) We may by notice to you vary the *connection offer*:
  - (i) to reflect changes in the *energy laws* or *regulatory requirements*, or to remedy an inconsistency between the contract and the *energy laws* or *regulatory requirements*;

- (ii) where we consider that the variation is likely to benefit you, or have a neutral or minor detrimental impact on you; or
- (iii) where circumstances set out in clause 9(h) of this *connection offer* apply.
- (b) Subject to subclause (a) this *connection offer* may only be varied only in writing signed by both parties
- (c) The person giving the waiver may waive a right under this *connection offer* only in writing. The failure of a party to require performance of any provision of this *connection offer* does not affect their right to enforce the provision later.
- (d) If you seek an amendment to the *connection offer*, then notwithstanding whether or not the proposed amendment is agreed to by us, you will pay our legal, administrative and other costs associated with any consideration or negotiation of the matter.

- (d) **trustee capacity:** you enter into the *connection contract* in your capacity as trustee of the trust and as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust;
- (e) **indemnity:** you have a right to be fully indemnified out of the trust fund in respect of your obligations under the *connection contract*, which right has not been restricted or limited in any way;
- (f) **Trust Fund:** the trust fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which you as trustee have a right of indemnity against the trust fund; and
- (g) **no default:** you are not in default under the trust deed and you and your directors and other officers (if applicable) have complied with all their obligations in respect of the trust.

#### 15.4 Governing law

The laws of the Australian Capital Territory govern this *connection offer*.

#### 15.5 Inconsistency with regulatory requirements

To the extent permitted by law, in the event of an inconsistency between the *energy laws* or *regulatory requirements* and the terms and conditions of this *connection offer*, this *connection offer* will prevail to the extent of the inconsistency.

#### 15.6 Trustee undertakings

If you enter into this *connection contract* as trustee of any trust or settlement:

- (a) at our request, you will exercise your right of indemnity in relation to the trust fund and the beneficiaries to cause payment to us of any moneys that become owing or payable (whether actually, contingently or otherwise) under the *connection contract*;
- (b) you will not, without our consent, do anything which could limit or restrict your right of indemnity from the trust fund in respect of your obligations under the *connection contract*.

#### 15.7 Trustee representations

Where you enter into the *connection contract* as trustee of any trust or settlement, you represent and warrant that:

- (a) **sole trustee:** you are the sole trustee of the trust and no action has been taken or is proposed to remove or replace you as trustee;
- (b) **no variation:** no action has been taken or is proposed to terminate the trust, to vary the terms of the trust or to resettle the trust fund and no vesting date has been determined in respect of the trust;
- (c) **power:** you have power under the trust deed to enter into and observe and perform your obligations under the *connection contract* and to carry out the transactions contemplated by it, and all necessary action has been taken to authorise those matters;

### PART A – Terms and conditions applicable to *embedded generating units*

The terms and conditions in this Part A apply if this *connection offer* is for the provision of *embedded generating unit connection services*.

#### A1. Requirements relating to the export of electricity

- (a) In order for the *embedded generating unit* to be eligible for *connection* to our *distribution network*, the generating unit must be compliant with the *regulatory requirements* and the capacity of the *embedded generating unit* (and any other generating units installed at the *premises*) must not be more than 5MW.
- (b) The same electrical lines that supply electricity to the *premises* are used to allow electricity to be fed back into the *distribution network*. You must have a fully operational *connection* from the *premises* to the *distribution network* under a *deemed AER approved connection contract*, a *deemed standard connection contract* or a *negotiated connection contract*.
- (c) You must enter into a contract with a *retailer* in relation to the sale and export of energy to and from your *premises* before we will connect the *embedded generating unit* to our *distribution network*.

#### A2. Installation requirements

You must ensure that only a *licensed or accredited person* carries out the design and installation of the *embedded generating unit*. You are responsible for all costs associated with the design and installation of the *embedded generating unit*.

#### A3. Metering requirements applicable to *embedded generation*

The meter at the *premises* must be capable of measuring and recording both import and export electricity flow, in accordance with the *energy laws* and the requirements contained in the Evoenergy Guidelines.

#### A4. Safety and technical requirements

- (a) You must not, and must not permit any other person, to act contrary to or interfere with, remove or



otherwise damage any switches, stickers, tags or other notices (safety notices) placed by us or your electrical contractor on the embedded generating unit. These safety notices may without limitation say things such as "do not operate", "danger" or similar.

- (b) We will use our best endeavours to maintain the agreed capability.
- (c) The embedded generating unit must not exceed the agreed maximum capacity at any time. You must immediately notify us if you have reason to believe that the agreed maximum capacity is likely to be exceeded.
- (d) You must obtain and maintain any necessary approvals in relation to the construction and ongoing operation of the embedded generating unit.

#### A5. Your obligations

- (a) The *embedded generating unit* remains at all times your property despite *connection* to our *distribution network*.
- (b) You are solely responsible for, and will bear all costs associated with:
  - (i) obtaining and complying with all *approvals* required for the operation of the *embedded generating unit*; and
  - (ii) operation of the embedded generating unit, including installation and ongoing maintenance.
- (c) You must ensure that the *embedded generating unit* is regularly maintained including but not limited to maintenance of the electrical protection system in accordance with *Evoenergy Guidelines*.
- (d) You must manage, operate and maintain the *embedded generating unit* in accordance with the requirements of:
  - (i) *Evoenergy Guidelines*;
  - (ii) any Australian Standards listed in or referred to by the *Evoenergy Guidelines*;
  - (iii) the requirements of the *energy laws* and all *regulatory requirements*.
- (e) You must use your best endeavours to manage, operate and maintain the embedded generating unit so as to protect and avoid any damage to, or any other adverse effect upon our distribution network, and any other plant, equipment, property or other person connected to our distribution network, which you know or ought to reasonably know could occur if you do not comply with clause A5(d).
- (f) You must not modify or remove the embedded generating unit without our prior written consent, which may be withheld on reasonable grounds. If the modification or removal involves a new connection or a connection alteration, you will need to enter into a new connection contract for those works.

#### A6. Indemnity for embedded generation

You agree to indemnify us against any injury, loss or damage suffered by us or a third party in connection with the installation, operation and maintenance of the *embedded generating unit*, including in relation to the export of energy from the *embedded generating unit* into our *distribution network*.

#### A7. Consequences of termination

If this *connection contract* ends, we may disconnect, dismantle, decommission and remove any of our *connection assets*.

#### ATTACHMENT A – DEFINITIONS

**AEMO** means the Australian Energy Market Operator ACN 072 010 327.

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

**Agreed capability** means in relation to the *connection point* the capability of our *distribution network* to:

- (a) receive power from the embedded generating unit; or
- (b) deliver power to the *embedded generating unit*

as set out in Schedule 1d.

**Agreed maximum capacity** in relation to an *embedded generating unit*, means the nameplate rating of the embedded generation unit, as specified in Schedule 1d.

**approvals** means all consents, licences, approvals, permits, registrations and other authorisations which are required to be granted by any government department, regulatory body, instrumentality, minister, agency, court, tribunal or other authority, required in relation to the installation, connection and ongoing operation of the embedded generating unit.

**Augmentation** of a distribution system means work to enlarge the system or to increase its capacity to distribute electricity.

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Basic connection service** means a *connection service* that:

- (a) relates to a physical link between our distribution system and a *retail customer's premises* which allows the flow of electricity (a *connection*);
- (b) involves either:
  - (i) an alteration to an existing connection including an addition, upgrade, extension, expansion, *augmentation* or any other kind of alteration (a *connection alteration*);
  - (ii) the establishment of a connection where is no existing connection (a *new connection*); and
- (c) involves minimal or no *augmentation* of our *distribution network*.

**Business day** means a day other than a Saturday, a Sunday or a public holiday in the Australian Capital Territory.

**Connection** has the meaning in clause 2 of this contract.

**Connection alteration** has the meaning in clause 2.1(a) of this contract.

**Connection applicant** means an applicant for a connection service of one of the following categories:

- (a) a *retail customer*;
- (b) a *retailer* or other person acting on behalf of a *retail customer*;
- (b) a *real estate developer*.

**Connection assets** means the assets identified as such in Schedule 1a and any block diagrams attached to this *connection contract*.

**Connection charge** means a charge imposed by us for a *connection service* in accordance with our *connection policy*.

**Connection contract** means the contract formed from acceptance of a *connection offer*.

**Connection offer** means an offer to enter into a *connection contract* with a customer.

**Connection point** means the point at which a distribution system connects to an energy installation or equipment that serves the premises of one or more customers, as specified in Schedule 1a.

**Connection policy** means Evoenergy's connection policy prepared in accordance with Chapter 5A of the *National Electricity Rules*, which sets out the circumstances in which *connection charges* are payable and the basis for determining the amount of such charges.

**Connection service** means either or both of the following:

- (a) a service relating to a *new connection* for *premises*;
- (b) a service relating to a *connection alteration* for *premises*.

**Connection works** means the work to be undertaken by us at the *premises* in order to provide you with a *connection service* under the terms of this *connection contract*, as described in Schedule 1a.

**Consumer guarantees** has the meaning in clause 13.2(a) of this contract.

**Customer connection assets** means an *embedded generating unit* and any associated equipment not forming part of the *distribution network*.

**Customer connection contract** means a deemed *standard connection contract*, deemed *AER approved standard connection* for large customers or a *negotiated connection contract* extending to supply services.

**Customer supplied works** means work carried out by the customer as described in Schedule 1b.

**Deemed AER approved standard connection contract** means a *customer connection contract* that is taken to be entered into under section 76 of the *National Energy Retail Law*.

**Deemed standard connection contract** means a contract on the terms and conditions and in the form of the model contract in Schedule 2 of the *National Energy Retail Rules*.

**Disconnection** means an action to prevent the flow of energy to the premises, but does not include an *interruption*.

**Distribution network** means the apparatus, equipment, plant and buildings used to convey, and control the conveyance of, electricity to customers (whether wholesale or retail) (excluding any *customer connection assets*) operating at nominal voltages below 220kV. Other than any apparatus, equipment, plant and buildings which are operating at nominal voltages between 66kV and 220kV in parallel

to, and providing support, to apparatus, equipment, plant and buildings operating above 220kV.

**Distribution system** has the meaning given to the term 'distribution system' in the *National Electricity Law*.

**Distribution system capacity** means the actual power transfer capability of our *distribution system*, as set out in the network technical study, to deliver electrical power to, or receive electrical power at the *connection point* as determined by Evoenergy from time to time in accordance with the requirements of *energy laws*.

**Electrical wiring work** has the same meaning as that term in the *Electricity Safety Act 1971 (ACT)*.

**Embedded generating unit** means a generating unit that generates electricity and is connected to our *distribution network*.

**Embedded generating unit connection services** means *connection services* in relation to an *embedded generating unit*.

**Energy laws** includes 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 Safety Act 1971 (ACT)*, *Utilities Act 2000 (ACT)* and the *Utilities (Technical Regulation) Act 2014 (ACT)*.

**Evoenergy** means Icon Distribution Investments Limited ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663 trading as Evoenergy (ABN 76 670 568 688).

**Evoenergy Guidelines** means, any or all of:

- (a) the *Evoenergy Guidelines* for the connection of generators in parallel with the *Evoenergy distribution system*;
- (b) the *Evoenergy Guidelines* for embedded generators connected to the *Evoenergy distribution network*;
- (c) The Electricity Service and Installation Rules developed and published by *Evoenergy* from time to time.

as applicable to the *embedded generating unit*, and as amended or revised by *Evoenergy* from time to time.

**Force majeure event** has the meaning given to that term in clause 17.1 of this contract.

**Generating unit** means the generator of electricity and any equipment necessary for the proper functioning of the generator.

**GSL scheme** has the meaning given in the *National Energy Retail Law*.

**GST** has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth))*.

**ICRT revenue** means the incremental revenue *Evoenergy* expects to be received from the *new connection* during the life of your connection (30 years for residential and 15 years for commercial & industrial) using the incremental cost revenue test, in accordance with our *connections policy*.

**Incremental cost customer specific** means the incremental costs incurred by *Evoenergy* for standard *control connection services*, which are used solely by the *connection applicant*, in accordance with our *connections policy*.

**Interruption** means a temporary unavailability or temporary curtailment of the supply of energy from a distribution system to a customer, but does not include *disconnection*.

**Large customer** means a business customer who consumes energy at business *premises* at or above 100MWh per annum or such other upper consumption threshold as defined under the *National Energy Retail Law*.

**LCTAS** means the Lowest Cost Technically Acceptable Solution as defined in our *connection policy*.

**Licensed or accredited person** means a person who holds an appropriate electrical licence and is accredited to install, design or maintain the *embedded generation unit*, including in accordance with the requirements of:

- (a) Australian Standard AS4777;
- (b) Australian Standard AS3000
- (b) the Evoenergy Guidelines; and
- (c) any regulatory bodies associated with the work being undertaken (for example, holding a builder's licence or plumbing licence where applicable).

**Life support equipment** has the meaning in the *National Energy Retail Rules*.

**Metering coordinator** means a person who is registered by AEMO as a metering coordinator under Chapter 2 of the *National Electricity Rules*.

**Metering installation** means the metering equipment that is controlled for the purpose of metrology which is located near the point of physical connection where the energy data is made available for collection.

**National Electricity Law** means the *National Electricity Law* set out in the Schedule to the National Electricity (South Australia) Act 1996 of South Australia that is applied in the Australian Capital Territory by the *Electricity (National Scheme) Act 1997 (ACT)*.

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

**National Energy Retail Law** means the Law of that name that is applied in the Australian Capital Territory by the *National Energy Retail Law (ACT) Act 2012*.

**National Energy Retail Rules** means the rules made by the AEMC under the National Energy Retail Law, as amended from time to time.

**Negotiated connection offer** means this document which is made in accordance with clause 5A.F.4 of the Rules.

**Negotiated connection contract** means a *connection contract* formed when you accept a *negotiated connection offer*.

**Network technical study** means a network study carried out by *Evoenergy* to determine the *embedded generating unit's* impact on the safety and operation of our *distribution network*.

**New connection** has the meaning in clause 2.1(b) of this contract.

**Non-compliance notice** has the meaning in Clause 9(d) of this contract.

**Premises** means the site details set out in Schedule 1 and includes land and any building or structure (or part thereof).

**Real estate developer** means a person who carries out a real estate development which is a commercial development of land including its development in 1 or more of the following ways:

- (a) subdivision;

- (b) the construction of commercial or industrial premises (or both);

- (c) the construction of multiple new residential premises.

**Regulatory requirements** means any Commonwealth, State or local government legislation including Acts of Parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

**Relevant authority** means any person or body who has the power under law to direct us, including the AEMO, AER and State or Federal Police.

**Retail customer** means a person to whom a *retailer* sells electricity, which is supplied in respect of *connection points*, for the *premises* of the person.

**Retailer** means a person who is the holder of a *retailer* authorisation issued under the *National Energy Retail Law* in respect of the sale of electricity.

**Safety notices** has the meaning in clause A4 of this contract.

**Small customer** means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below 100MWh per annum or such other upper consumption threshold as defined under the *National Energy Retail Law*.

**Supply charge** means a charge imposed by us for *supply services*.

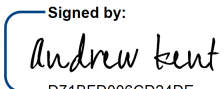
**Supply services** has the meaning given to that term in clause 2.2 of this *connection contract*.



Acceptance of non-standard connection contract

EXECUTION BLOCK FOR AUTHORISED REPRESENTATIVE

EXECUTED for and on behalf of Trinity Christian )  
School Incorporated by its authorised Officer in )  
the presence of:

Signed by:  
  
D71BFD006CD24DE...

Signature of authorised Officer

Signature of Witness

Name of authorised Officer

Name of Witness

Date

Date



### SCHEDULE 1a – Details of Connection Services Provided Under This Connection Offer

Provision of Low voltage supply to Commercial Development in accordance with the following

<b>Site</b>	B 5,13 S 117 Wanniasa	
<b>Connection Category</b>	Existing	
<b>Project Category</b>	Routine works (complex)	
<b>Connection/Metering Type</b>	Low Voltage	Three Phase
<b>Connection Works</b>	Refer to Drawing No. SKP-20011640-001	
<b>Premise Connection Assets</b>	<ul style="list-style-type: none"> <li>• Supply and installation of 1500 kVA 4-Way pad mount substation</li> <li>• Supply and installation of high voltage cables between property boundary and the proposed substation</li> <li>• Termination of consumer mains at the proposed substation</li> </ul>	
<b>Extensions</b>	Supply and installation of high voltage cables between existing distribution network along McBryde Crescent and property boundary	
<b>Augmented Shared Network</b>	\$/kVA charge	
<b>Asset relocation and removal</b>	Not Applicable	
<b>Customer requirements above LCTAS</b>	Not Applicable	
<b>Connection Point (Point of Supply)</b>	Load side terminals of low voltage Fuse Switch unit/Isolator in the new substation	
<b>Maximum Capacity of Connection</b>	1313 kVA	
<b>Embedded Generation</b>	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	

### **SCHEDULE 1b – Customer Supplied Works (Works to Be Provided by the Customer under This Connection Offer)**

The following works will need to be undertaken by you/your contractor, in accordance with the timeframes specified in Schedule 2, the applicable Evoenergy standards/specifications, and drawing SKP-20011640-001:

- Excavate, supply, and install 8x125mm ID HD conduit from WL 1-2.
- Install Concrete H Plinth for substation @ WL-1. (Minimum 14.2m x 6.2m area is required for single pad mount substation siting.)
- Consumer mains cables from MSB to substation @ WL-1
- Perform site restoration upon completion of Evoenergy's works.
- Provide substation siting area to comply with Evoenergy document PO07373 – Pad mount Substation & Switching Station Siting Guide and the Earthing Study Separation Distances outlined in the email dated 18<sup>th</sup> June 2024.
- Provide Evoenergy with a copy of approvals sought from other asset owners for the assets within or outside the block (B2 S86 Acton), for any reduction to the separation distances nominated in the AS/NZS 4853:2012 Level 2 risk assessment
- Provide 24-hour vehicle access to substation to comply with Evoenergy document PO07373 –Pad mount Substation & Switching Station Siting Guide
- Provide unobstructed access to the worksite
- Ensure connection and operation of equipment complies with PO07173 – Evoenergy Service and Installation Rules
- Ensure that harmonic distortion caused by electrical installation or by any appliance is not more than the limits prescribed in AS/NZS 61000 part 3.2, 3.4 & 3.12 for low voltage

### **SCHEDULE 1c – Drawings, Standards and Other Documentation**

The following drawings are attached for you/your representative's information:

Number	Title	Version
SKP-20011640-001	Supply to Commercial B 5, S 117 Wanniasa	Initial Issue

Notes:

1. On execution of the Connection Services Agreement and payment is made the final Issued for Construction reticulation drawing will be provided.

Evoenergy Drawings and Standards can be found at [www.evoenergy.com.au/key-documents](http://www.evoenergy.com.au/key-documents)

The following Evoenergy standards/specifications/guidelines/templates are to be referred by you/your representative:

Number	Title
PO 0793	CIVIL WORKS FIELD MANUAL VOLUME 2
PO 07173	EVOENERGY SERVICE AND INSTALLATION RULES
PO 07335	TECHNICAL SPECIFICATION – ELECTRICAL CONDUIT & FITTINGS
8912-02	UNDERGROUND SERVICE CONDUIT REQUIREMENTS
3832-018	SEPARATION & COVER REQUIREMENTS FOR CABLES & PLANT
PO 07373	PADMOUNT SUBSTATION SWITCHING SITING GUIDE

## SCHEDULE 2 – Timeframes for Commencing and Completing Connection Work

The following milestone activities and dates are applicable to this connection offer:

Activity	Timeframe for completion
Offer date	23 <sup>rd</sup> September 2024
Offer acceptance*	20 business days from offer date
Completion of all developer supplied works (including inspection and acceptance by Evoenergy) *	Within 100 business days of offer acceptance
Request for service (RFS) for installation of services lodged, where applicable*	Within 100 business days of offer acceptance
Electricity Supply Available	Within 120 business days of offer acceptance

Any delay in achieving the above milestones marked ‘\*\*’ (by the customer/contractor) will impact on Evoenergy’s ability to complete the connection works and provide supply within 120 *business days* of offer acceptance.

If you are unable to complete any of the milestones by the required date please contact Evoenergy ASAP so that we can negotiate a revised Electricity Supply Available date.

Within two *business days* of offer acceptance, Evoenergy will provide you with milestone dates that are based on your offer acceptance date.

### SCHEDULE 3a – Charges Payable

Ancillary service charges payable in relation to your connection service are as follows:

Design Fee > 100 amps	\$ 5,306.29
GST component	\$ 530.63
<b>Total receivables</b>	<b>\$ 5,836.92</b>
<b>Amount received</b>	<b>\$ 5,836.92</b>

**There are no *connection charges* payable towards the works of this electricity connection**

No charge will be applied to terminating the consumer mains provided they have been installed at the time of substation fit-out or cable installation. Otherwise, the cost of terminating the consumer mains at a later date will be recovered. Charges for services not listed in Schedule 3 will be charged in accordance with Evoenergy's current approved *Electricity Network Schedule of Charges*, available at [www.evoenergy.com.au](http://www.evoenergy.com.au).

### SCHEDULE 3b – Reason for Customer Contribution

In accordance with the *connections policy*, your *connection service* is classified as LV commercial connection (substation required)

### SCHEDULE 3c – Payment Terms

In accordance with clause 3 (a) of the terms and conditions, this connection offer remains open for acceptance for 20 business days.

There is no customer contribution towards the works of this electricity connection.