

Contract for Distribution Works

AGREEMENT BETWEEN

JEMENA Electricity Networks (Vic) Ltd

(ABN 82 064 651 083)

("JEN")

-and-

[insert Company Name]

[insert ABN]

12 December 2023

12 December 2023

Jemena Electricity Networks (Vic) Ltd

PO Box 16182

Melbourne VIC 3000

www.jemena.com.au

Our Reference: [insert project reference]

Consultant Name
C/- Company Name
Company Name
Street Address
Suburb State Postcode

Dear [Consultant Name],

DISTRIBUTION WORKS CONNECTION OFFER: [insert project address]

As requested, JEMENA Electricity Networks [Vic] Ltd ["JEMENA"] encloses its Offer for the provision of distribution works to [insert project address] ["Distribution Works"].

1. OPTIONS FOR DISTRIBUTION WORKS CONTRACT

On requesting service connections or augmentation works, and where there is a contribution to be made by the Customer, JEMENA *Offers* options for completion of the Distribution Works as follows:

- (a) Permit JEMENA to call tenders from a panel of JEMENA-approved contractors. If you decide to proceed with this option, it is required that you waive the right for the calling of public tenders on the attached Tender Process Form. JEMENA will not fulfil its obligations under its contract and the contract will be deemed to be cancelled unless a signed Tender Process Form is received.
- (b) Call public tenders. This may involve higher tender processing costs and may require a higher project fee. Clause 3 of the Distribution Works Agreement provides that this *Offer* is valid for 30 days. If you wish to accept the JEMENA *Offer* after a public tender process, you may need to request a new *Offer* from JEMENA where the JEMENA *Offer* has expired.
- (c) Undertake a turnkey project, where you select a JEMENA-approved contractor to construct the Distribution Works. Following the completion of the Distribution Works, they will be subject to JEMENA auditing.

The cost of the Distribution Works set out in this letter is based on Option a), where construction costs during the planned construction period are ascertained using a schedule of rates obtained through a

panel of tenderers and following objective review including quality assessments to obtain a market price. Should you wish to exercise an alternate option to Option 1, please contact the undersigned and JEMENA will provide you with a replacement *Offer*.

2. CUSTOMER CONTRIBUTION

As these works do not yield incremental load, they must be cost neutral and are therefore deemed to be fully recoverable. For the alteration to our electricity network described above, a customer contribution has been calculated as follows:

Project Management & Design	
Material	
Labour & Plant	
<hr/>	
Total Project Cost	
Customer Contribution	
Less Project Fee Already Paid	
Plus 10% GST	
<hr/>	
Balance Payable [Incl GST]	

3. CUSTOMER RESPONSIBILITIES AND REQUIREMENTS

Through the requirements of the Electricity Distribution Code of Practice, JEMENA is responsible for ensuring that the distribution network is operating within its design capacity and its optimum condition. However, JEMENA shares this responsibility with all users of the network. As such, all customers requiring electrical infrastructure augmentation must ensure that their site power factor meets the minimum requirements set down in the Electricity Distribution Code of Practice, before any new load is connected. Customers also have other obligations under the Electricity Distribution Code of Practice.

4. CONTRACT AND TENDER PROCESS FORM

We enclose our Distribution Works Contract for your consideration and approval. For your convenience, JEMENA has included in the *Offer Schedule*, several key points from the contract. It is essential that the Developer reads the contract in full so that the Developer fully understands both the Developer's and JEMENA's rights and obligations in relation to the Contract and the Distribution Works.

5. ACCEPTANCE OF THIS OFFER

To accept this *Offer* please return to JEMENA, within 60 days from the date of this letter, the following:

- (a) the duly executed Contract;
- (b) the completed Tender Process Form (see [Appendix B](#) of this *Offer*).
- (c) payment for the balance of the Distribution Works, being \$ **[Insert cost]** including GST (see [Appendix C](#) of this *Offer*)

All of these documents can be returned via email to the Network Development Officer listed below, or via post addressed to:

The Credit Manager
JEMENA Electricity Networks [Vic] Ltd
PO Box 16182, Melbourne VIC 3000

If this *Offer* is not accepted within 20 days of the date of this letter, it will lapse. If not accepted, the project will be removed from JEMENA's programming schedule, unless agreement to extend the validity period of the *Offer* has been provided by JEMENA in writing. The Project Fee will be retained by JEMENA and, if JEMENA is still required to provide a connection, then you will need to complete another application and a new contract will be negotiated based on the terms and conditions available at the time of re-application.

If you have any inquiries or require assistance completing any of the forms, please contact your assigned [\[insert title\]](#) at [\[insert email\]](#) or via telephone on [\[insert phone number\]](#).

Yours sincerely

[\[insert name\]](#)
[\[insert title\]](#)

TABLE OF ATTACHMENTS:

- [Schedule 1: Distribution Works Contract Terms & Conditions](#)
- [Appendix A: Distribution Works Contract Works](#)
- [Appendix B: Tender Process Waiver Form](#)
- [Appendix C: Distribution Works Requirements](#)
- [Appendix D: Payment Advice Form](#)
- [Appendix E: Licenses / Approvals](#)
- [Schedule 2: Contract Execution Page](#)

SCHEDULE 1

DISTRIBUTION WORKS CONTRACT

TERMS & CONDITIONS

INTRODUCTION

- (a) The parties are named in the Schedule of this contract. The Schedule also includes other particulars and the identification or definition of capitalised terms used in this contract.
- (b) The Developer requests JEMENA Electricity Networks (Vic) Ltd to undertake the works specified in the Works Annexure ("Works") to allow for the supply of electricity to customers.
- (c) This contract is made up of these Conditions, the Schedule and the Works Annexure.
- (d) If there is any inconsistency between these Conditions and the Works Annexure, these Conditions will prevail to the extent of the inconsistency. If JEMENA Electricity Networks (Vic) Ltd discovers any ambiguity in this contract it will immediately notify the Developer Responsible Officer. If the Developer discovers any ambiguity in this contract it will immediately notify the JEMENA Electricity Networks (Vic) Ltd Responsible Office. In the case of any ambiguity in this contract, whether discovered by JEMENA Electricity Networks (Vic) Ltd or the Developer, the JEMENA Electricity Networks (Vic) Ltd Responsible Officer will determine the proper interpretation of this contract and JEMENA Electricity Networks (Vic) Ltd will perform the Works in accordance with the interpretation prescribed by the JEMENA Electricity Networks (Vic) Ltd Responsible Officer.

Jemena electricity networks (Vic) Ltd and the developer agree that:

1. DEFINITIONS

In this contract:

- a) **Acceptance Date** means the date on which the contract has been signed and executed by both parties;
- b) **Business Days** means a day (not being a Saturday or Sunday) on which commercial banks are open for general banking business in Melbourne;
- c) **Contract Area** has the meaning given to it under Clause 5 of these Conditions and in the Works Annexure;
- d) **GST** means goods and services tax or similar value added tax levied or imposed in the Commonwealth of Australia pursuant to the GST law;
- e) **GST law** has the meaning given to such term in A New Tax System (Goods and Services Tax) Act 1999 of Australia or a successor Act;
- f) **Planned Construction Period** has the meaning ascribed to it in the Works Annexure; and
- g) **Plan** means any plan or plans contained in the Works Annexure which are included in this contract for the purposes of delimiting the Contract Area or otherwise describing the Works.

Other terms are defined in these conditions and in the Schedule.

2. CONDITIONS PRECEDENT

- (a) All of JEMENA Electricity Networks (Vic) Ltd obligations under this contract are subject to the following conditions first being met to the reasonable satisfaction of, or waiver by, JEMENA Electricity Networks (Vic) Ltd. The parties acknowledge that JEMENA Electricity Networks (Vic) Ltd is required by its distribution licence to call tenders for augmentation related to an *Offer* to provide augmentation services, unless JEMENA Electricity Networks (Vic) Ltd and the Developer agree in writing that JEMENA Electricity Networks (Vic) Ltd need not call tenders and:
 - (i) this agreement has been approved by the Essential Services Commission ("ESC"); or
 - (ii) the ESC has approved standard wording used in this contract.
- (b) The Developer agrees that:
 - (i) JEMENA Electricity Networks (Vic) Ltd will not be obliged to perform any of its obligations under this contract unless and until the ESC's approval referred to in paragraph (a)(i) or (ii) has been obtained; and
 - (ii) JEMENA Electricity Networks (Vic) Ltd may terminate this contract upon written notice to the Developer if the ESC refuses to give the approval referred to in paragraph (a)(i) or (ii), in which case the Developer must pay to JEMENA Electricity Networks (Vic) Ltd its reasonable out of pocket expenses incurred by reason of the termination.

- (c) The Developer unconditionally and in writing (by its execution of this contract):
 - (i) acknowledges its understanding of its right to require that JEMENA Electricity Networks (Vic) Ltd call tenders where the value of labour and plant involved in augmentation work associated with the Works is above \$5,000;
 - (ii) acknowledges its understanding of its choice to waive that requirement;
 - (iii) acknowledges its understanding of its right to call tenders against JEMENA Electricity Networks (Vic) Ltd initial estimate for the augmentation work; and
 - (iv) waives all of its right to require that JEMENA Electricity Networks (Vic) Ltd call for tenders in relation to the Works (including augmentation works).

2.1 Confirmation of Access

The Developer must agree that JEMENA Electricity Networks (Vic) Ltd will be granted free, unrestricted and safe access, including, without limitation, vehicular access, to the Contract Area:

- (i) for the duration of the Planned Construction Period; and
- (ii) at any other reasonable time requested by JEMENA Electricity Networks (Vic) Ltd to enable JEMENA Electricity Networks (Vic) Ltd to comply with its obligations under this contract.

2.2 Obligation to Grant an Easement

If specified in the Schedule, the Developer must grant an easement to JEMENA Electricity Networks (Vic) Ltd in accordance with Clause 18.

2.3 Statutory Approvals, etc.

The Developer must obtain all necessary statutory and other approvals required for performance of the Works, other than those approvals specified in the Works Annexure which JEMENA Electricity Networks (Vic) Ltd must acquire.

2.4 Waiver of Conditions

JEMENA Electricity Networks (Vic) Ltd in its absolute discretion, may waive any of these conditions and no waiver of one condition will constitute a waiver of any other condition, or right, or remedy, at law.

2.5 Consequences of Failure to meet Conditions Precedent

If the conditions precedent in Clause 2.1 are not fulfilled within 20 Business Days of the contract Acceptance Date, or waived by JEMENA Electricity Networks (Vic) Ltd this contract may be terminated by JEMENA Electricity Networks (Vic) Ltd giving the Developer 3 days' notice. If so terminated, this contract will be of no further force and effect and the parties will be released from their obligations under it, and no party will be under any obligation to the other, other than in respect of a breach committed prior to the date of termination.

3. ACCEPTANCE

The terms and conditions contained in this document comprise an *Offer* to the Developer which is valid and may be accepted up to 60 days from the Date of Issue. If the Developer accepts the *Offer* by executing this document and returning it to JEMENA Electricity Networks (Vic) Ltd within 60 days of the Date of Issue together with the Project Fee, this contract is made on the Date of Issue specified in the Schedule. If the Developer does not accept the *Offer* by executing this document and returning it to JEMENA Electricity Networks (Vic) Ltd together with the Project Fee within 60 days of the Date of Issue, the *Offer* lapses and this document is null and void.

4. NOTICES

All notices from the Developer to JEMENA Electricity Networks (Vic) Ltd under this contract must be in writing and addressed to the JEMENA Electricity Networks (Vic) Ltd Responsible Officer, and where posted, sent to the Issuing Office. JEMENA Electricity Networks (Vic) Ltd must direct all notices in writing under this contract to the Developer Responsible Officer, and where posted, sent to the Postal Address. The Developer must notify JEMENA Electricity Networks (Vic) Ltd immediately of any change to the Postal Address.

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

- (a) in the case of delivery in person, when delivered;
- (b) where posted, two Business Days after the date of posting; and

- (c) where dispatched by facsimile transmission, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages, the correct destination fax machine number and the result of the transmission as "OK", but if the delivery or receipt is not on a Business Day or is after 4.00 pm (addressee's time) it will be taken to have been received at 9.00 am on the following Business Day.

5. PLAN OF CONTRACT AREA

The Contract Area is described in the Works Annexure by reference to the Plan or Plans (if any) or otherwise.

6. DESIGN OF WORKS

JEMENA Electricity Networks (Vic) Ltd must design the Works in accordance with:

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

7. REPORTS, DATA, TEST RESULTS, ETC

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

- (a) The parties must agree in writing any change or variation to the design or the scope of the Works.
- (b) In the event of any such change or variation being agreed upon, JEMENA Electricity Networks (Vic) Ltd shall be entitled to:
 - (i) an increase in the Project Fee and/or the Works Contribution to reflect any additional costs arising from the variation to the design or the scope of the Works; and
 - (ii) an extension to the Planned Construction Period to the extent that the length of the existing Planned Construction Period is an insufficient period within which to complete the revised Works.
- (c) JEMENA Electricity Networks (Vic) Ltd must not perform any variations to the design or the scope of the Works until all the details specified in this Clause 7 have been agreed by JEMENA Electricity Networks (Vic) Ltd and the Developer in writing.

8. TREE CLEARING

Tree clearing within the Contract Area prior to, and during, construction is the sole responsibility of the Developer. Furthermore, the Developer grants JEMENA Electricity Networks (Vic) Ltd full authority to remove any remaining trees or parts of trees on the Contract Area at the Developer's expense if their presence, in the opinion of the JEMENA Electricity Networks (Vic) Ltd Responsible Officer, constitutes a threat to the safety of the Works or may result in a failure by JEMENA Electricity Networks (Vic) Ltd to complete the Works within the Planned Construction Period.

Tree clearing includes stump removal, chemical treatment to prevent stump regrowth, removal of debris and any restoration works required by any relevant authority. In all cases, JEMENA Electricity Networks (Vic) Ltd will initially consult with the relevant authorities to identify the tree clearing required for the Works and will notify the Developer when this has been done.

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

Where the Developer is to undertake any tree clearing in close proximity to JEMENA Electricity Networks (Vic) Ltd distribution system, such clearing must be undertaken under the supervision of the JEMENA Electricity Networks (Vic) Ltd Responsible Officer.

9. LATENT CONDITIONS

Latent conditions means any physical conditions whatsoever at or near the Contract Area, including rock, boulders and artificial things, which, in the opinion of the JEMENA Electricity Networks (Vic) Ltd Responsible Officer, differ materially from the physical conditions which could reasonably have been anticipated by JEMENA Electricity Networks (Vic) Ltd at the time of entering into this contract. In the event of JEMENA Electricity Networks (Vic) Ltd encountering any latent condition during its performance of the Works which may result in a delay or

variation to the Works, the parties shall use their best endeavours to agree in writing:

- (a) payment by the Developer to JEMENA Electricity Networks (Vic) Ltd of additional costs arising from the unexpected latent conditions; and
- (b) an extension to the Planned Construction Period as is reasonable in the circumstances.

If the parties are unable to reach agreement as specified in this clause 9, either party may, by notice in writing to the other, terminate this contract. In this event, the Developer must pay to JEMENA Electricity Networks (Vic) Ltd the proportion of the Works Contribution which JEMENA Electricity Networks (Vic) Ltd (acting reasonably) regards as appropriate, having regard to the proportion of the Works already performed by JEMENA Electricity Networks (Vic) Ltd as at the date of termination and any other reasonable cost of demobilisation of the Works and of making the Contract Area safe.

10. JEMENA ELECTRICITY NETWORKS (VIC) LTD CONDUCT OF WORKS

JEMENA Electricity Networks (Vic) Ltd must complete the Works in accordance with:

- (a) the details set out in the Works Annexure; and
- (b) all relevant legal and regulatory requirements, codes, guidelines and Australian standards as may be in force from time to time which are relevant to the provision of the Works.

Subject to the other provisions of this contract and to the availability of materials, JEMENA Electricity Networks (Vic) Ltd will use its best endeavours to commence the installation of the Works during the Planned Construction Period and to complete the installation of the Works by or on the last day of the Planned Construction Period.

JEMENA Electricity Networks (Vic) Ltd must obtain those statutory and other approvals required for performance of the Works specified in the Schedule. The Developer acknowledges it is responsible for obtaining all other necessary statutory and other approvals required for performance of the Works.

11. COMPLETION OF WORKS

- (a) When the JEMENA Electricity Networks (Vic) Ltd Responsible Officer is of the opinion that the Works have reached completion the JEMENA Electricity Networks (Vic) Ltd Responsible Officer must inform the Developer Responsible Officer of such opinion.
- (b) Within 5 Business Days of the JEMENA Electricity Networks (Vic) Ltd Responsible Officer informing the Developer Responsible Officer that the Works have reached completion, the Developer Responsible Officer must inform the JEMENA Electricity Networks (Vic) Ltd Responsible Officer:
 - (i) that the Developer Responsible Officer agrees that the Works have reached completion; or
 - (ii) if the Developer Responsible Officer does not agree that completion has been reached, of all matters which, in the reasonable opinion of the Developer Responsible Officer, are required to be done for the Works to reach completion.
- (c) If JEMENA Electricity Networks (Vic) Ltd agrees that all or some of the matters specified by the Developer Responsible Officer to JEMENA Electricity Networks (Vic) Ltd under Clause 11(b) remain outstanding, JEMENA Electricity Networks (Vic) Ltd will rectify such outstanding matters within a reasonable time. If JEMENA Electricity Networks (Vic) Ltd does not agree that the matters specified by the Developer Responsible Officer are outstanding, the dispute resolution procedure in Clause 23 will apply.

12. OWNERSHIP OF WORKS

Unless otherwise agreed by the parties in writing, all plant and equipment installed as part of the Works will be and remain the property of JEMENA Electricity Networks (Vic) Ltd.

13. PAYMENT

- (a) The Developer must pay the Project Fee as a lump sum upon execution of this Contract.
- (b) From time-to-time JEMENA Electricity Networks (Vic) Ltd may send to the Developer an invoice for an additional amount payable under this Contract. Notwithstanding the Developer disputing or seeking to dispute an invoice or the amount of an invoice presented by JEMENA Electricity Networks (Vic) Ltd, the Developer must pay to JEMENA Electricity Networks (Vic) Ltd the amount in full set out in JEMENA Electricity Networks (Vic) Ltd invoice within 30 days of receipt.
- (c) In the event that any dispute in relation to an invoice is subsequently resolved and the Developer is found to have overpaid, JEMENA Electricity Networks (Vic) Ltd must pay to the Developer the amount it has been found to have overpaid plus interest on that amount, at the Interest Rate specified in the Schedule, from the date payment was made by the Developer to the date of payment by JEMENA Electricity Networks (Vic) Ltd.
- (d) If the Developer fails to pay an JEMENA Electricity Networks (Vic) Ltd invoice within the timeframes set out in this contract or the relevant

invoice, the Developer must pay interest on the unpaid amount at the Interest Rate specified in the Schedule from the date payment was due until the date payment of all of the overdue amount is made by the Developer.

- (e) JEMENA Electricity Networks (Vic) Ltd may in its absolute discretion and by written notice to the Developer Responsible Officer adjust the Project Fee to the extent JEMENA Electricity Networks (Vic) Ltd considers reasonably necessary to reflect any increase or decrease in costs of labour, materials or any other costs whatsoever of performing the Works occurring between the Date of Issue and the date the Works begin.

14. GOODS AND SERVICES TAX (GST)

- (a) Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of supplies made in relation to this contract are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this contract, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ("Payment") shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- (b) Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.
- (c) All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the supply.
- (d) Where in relation to this contract a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- (e) Terms defined in A New Tax System (Goods and Services Tax) Act 1999 of Australia have the same meaning when used in this clause.

15. SUBCONTRACTING AND AGENCY

- (a) JEMENA Electricity Networks (Vic) Ltd may subcontract or use an agent to carry out its obligations in respect of any part or parts of the Works.
- (b) JEMENA Electricity Networks (Vic) Ltd by subcontracting or using an agent shall not be relieved of any of its liabilities or obligations under this contract.
- (c) For the purposes of this clause 15, Works shall include design and project management of the Works.

16. DEVELOPER'S OBLIGATIONS

- (a) The Developer must:
- provide JEMENA Electricity Networks (Vic) Ltd and its subcontractors and agents free unrestricted and safe access to the Contract Area for the duration of the Planned Construction Period at reasonable hours required to perform JEMENA Electricity Networks (Vic) Ltd obligations under this contract;
 - ensure to the satisfaction of the JEMENA Electricity Networks (Vic) Ltd Responsible Officer that, as far as practicable, the workplace and the means of access to and egress from the workplace are safe and without risks to health;
 - unless otherwise stated in the Works Annexure, arrange and be responsible for all necessary consultations with property owners and occupiers in relation to the Works;
 - provide to the satisfaction of the JEMENA Electricity Networks (Vic) Ltd Responsible Officer access roads suitable for JEMENA Electricity Networks (Vic) Ltd construction vehicles and plant to all sites for Works in the Contract Area;
- (b) insofar as applicable to it, comply with all legal and regulatory requirements, codes, guidelines and Australian standards as may be in force from time to time which are relevant to the provision of the Works;
- (c) undertake any works that are set out in the Works Annexure and described as being the responsibility of the Developer. The Developer must use its best endeavours to complete those works in the time frame stated in the Works Annexure. The Developer will be responsible for obtaining statutory and other approvals required for the performance of those works; and
- (d) ensure the safety of JEMENA Electricity Networks (Vic) Ltd plant and equipment in the Contract Area during the period of the Works to the satisfaction of the JEMENA Electricity Networks (Vic) Ltd Responsible Officer.

17. DEVELOPER TO CONSTRUCT PART OR ALL OF THE WORKS

If JEMENA Electricity Networks (Vic) Ltd agrees that the Developer may undertake works which are ancillary or incidental to the Works, including trenching outside the boundary of the Contract Area, then the Developer must use a contractor

approved by JEMENA Electricity Networks (Vic) Ltd to carry out the work and advise JEMENA Electricity Networks (Vic) Ltd of the date of commencement of the works and the expected time period in which the works will be completed.

The Developer must ensure that any works carried out by it do not interfere with JEMENA Electricity Networks (Vic) Ltd performance of the Works or cause any delay to the completion of the Works by JEMENA Electricity Networks (Vic) Ltd. JEMENA Electricity Networks (Vic) Ltd will not be liable in respect of any delay, cost, claim or expense whatsoever arising out of the Developer's performance of works under this contract.

18. EASEMENT

If specified in the Schedule, the Developer must grant, or procure the registered proprietor of the property comprising the Supply Address to grant, to JEMENA Electricity Networks (Vic) Ltd easement rights over all areas of land required for the installation, operation and maintenance of JEMENA Electricity Networks (Vic) Ltd overhead lines, underground cables and any other JEMENA Electricity Networks (Vic) Ltd plant or equipment.

The Developer must pay any legal costs including Government charges required for the registration of the easement.

JEMENA Electricity Networks (Vic) Ltd may lodge a caveat in favour of JEMENA Electricity Networks (Vic) Ltd at the Victorian Land Registry. JEMENA Electricity Networks (Vic) Ltd will bear the costs of this lodgement. The Developer must not hinder or attempt to prevent the registration of the caveat.

19. TERMINATION

- (a) By the Developer
At any time prior to the Planned Construction Period, the Developer may request JEMENA Electricity Networks (Vic) Ltd in writing to terminate this contract. If the Developer makes such a request, the Developer must pay JEMENA Electricity Networks (Vic) Ltd its reasonable out of pocket expenses incurred by reason of the early termination.
- (b) By JEMENA Electricity Networks (Vic) Ltd
12 months elapse from the date this contract is executed and construction of the Works has not commenced, JEMENA Electricity Networks (Vic) Ltd in its absolute discretion, and by giving the Developer 30 days' notice of termination, may terminate this contract, in which case the Developer must pay JEMENA Electricity Networks (Vic) Ltd its reasonable out of pocket expenses incurred by reason of the termination.
- (c) Defaults
Where:
- a party defaults in due and punctual payment of any money at the time and in the manner prescribed under this contract;
 - a party defaults in the performance of any of its other material obligations under this contract; or
 - there is an Insolvency Event in relation to a party,
 - then that party is in default and the non-defaulting party may at its option within a reasonable period of its becoming aware of any such default, give notice of its intention to terminate this agreement in the following manner:
 - the non-defaulting party must give written notice to be served on the Responsible Officer of the defaulting party stating:
 - the non-defaulting party intends to terminate this contract; and
 - the cause for terminating this contract;
 - the defaulting party has 30 days after the service of that notice in which to remedy or remove the cause or causes stated in the notice for terminating this contract;
 - if within those 30 days, the defaulting party does remove or remedy the cause or causes:
 - the notice of default is deemed to be withdrawn; and
 - this contract will continue in full force and effect; and
 - if at the end of those 30 days, the defaulting party does not so remedy or remove the cause or causes, then the non-defaulting party may immediately terminate this contract.
- (d) If this contract is terminated under clause 19(c)(vii):
- the Developer must pay to JEMENA Electricity Networks (Vic) Ltd the amount which JEMENA Electricity Networks (Vic) Ltd acting reasonably regards as appropriate, having regard to the proportion of the Works already performed as at the date of termination and any costs of demobilisation of the Works and of making the Contract Area safe; and
 - the termination of this contract shall not prejudice any right of action or remedy of either party for any antecedent breach of any of the obligations of the other party under this contract.
- (e) An Insolvency Event occurs, for the purposes of this Clause 19, if a party becomes bankrupt, insolvent, is wound up, is dissolved without winding up, enters into a scheme of arrangement or agreement or composition with its creditors, or has a liquidator, provisional liquidator, administrator or controller (within the meaning of the Corporations Act 2001) appointed.

20. CONSTRAINTS BY OTHERS, FORCE MAJEURE

- (a) If JEMENA Electricity Networks (Vic) Ltd reasonably believes that the Works may be delayed, JEMENA Electricity Networks (Vic) Ltd shall promptly inform the Developer of the possible delay and the cause.
- (b) If the Developer reasonably believes that anything which the Developer is obliged to do or provide under this contract may be delayed, the Developer must promptly inform JEMENA Electricity Networks (Vic) Ltd of the nature and extent of the likely delay.
- (c) If JEMENA Electricity Networks (Vic) Ltd is delayed from completing the Works during the Planned Construction Period by a Cause (as defined in Clause 20(e)), JEMENA Electricity Networks (Vic) Ltd shall:
- be excused non-performance of its obligations under this contract during the time and to the extent that performance is prevented, wholly or in part, by the Cause;
 - not, to that extent, be liable to the Developer for any losses or damages arising out of, or in any way connected with such non-performance;
 - exercise reasonable efforts to mitigate or remove the effects of the Cause; and
 - be entitled to amend the Planned Construction Period.
- (d) Where:
- JEMENA Electricity Networks (Vic) Ltd has extended the Planned Construction Period in accordance with this clause; and
 - in JEMENA Electricity Networks (Vic) Ltd reasonable opinion, the Cause was substantially caused by an act or omission of the Developer or the Developer's employees, consultants, contractors or agents;
- the Developer must pay to JEMENA Electricity Networks (Vic) Ltd such extra costs as are necessarily incurred by JEMENA Electricity Networks (Vic) Ltd by reason of the delay. Nothing in this clause limits the Developer's liability for damages for breach of contract.
- (e) For the purposes of this clause, a "Cause" means anything beyond the reasonable control of JEMENA Electricity Networks (Vic) Ltd (other than lack or unavailability of funds) which prevents performance by JEMENA Electricity Networks (Vic) Ltd of its obligations under this contract, whether occurring before, during or after the Planned Completion Period, including, without limitation:
- delay or disruption caused by the Developer or third parties including the Developer's employees, consultants, contractors or agents;
 - a breach of this contract by the Developer;
 - an act of God or the public enemy, national emergency, insurrection, riot, hostile or warlike action in peace or war;
 - a strike, lockout, stoppage or other industrial dispute;
 - inclement weather; or
 - an act or omission (whether legislative, executive or not)

21. LIABILITY

- (a) JEMENA Electricity Networks (Vic) Ltd total liability to the Developer arising pursuant to the performance of the JEMENA Electricity Networks (Vic) Ltd obligations under this contract is limited to:
- damages for personal injuries sustained by the Developer; and
 - damages to property owned by the Developer, as a result of JEMENA Electricity Networks (Vic) Ltd own negligent act or omission or the negligent act or omission of its representatives.
- (b) JEMENA Electricity Networks (Vic) Ltd is not liable to the Developer in contract, in tort, in equity, by operation of statute (to the extent liability may be excluded by law) or otherwise for any kind of:
- indirect or consequential loss or damage;
 - loss of opportunity, revenue, profit or anticipated profit, contracts, or goodwill,
 - loss arising from business interruption; or
 - liability arising out of or in connection with pollution or contamination,
- arising out of or in connection with this contract incurred or suffered by the Developer, or any other person.

22. INDEMNITY

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

23. DISPUTE RESOLUTION

- (a) Should any dispute or difference arise between the parties out of or in connection with this contract, either party may give written notice of the dispute to the other party. The notice shall state that it is a notice under this clause and shall give brief details of the dispute concerned.
- (b) If a dispute which is the subject of a notice under the provisions of Clause 23(a) is not settled by agreement between the parties within 10 Business Days' of service of that notice, then either party may by further notice in writing submit such a dispute or difference to an independent expert. The independent expert shall be agreed upon by the parties. If the parties do not agree on the independent expert within 10 Business Days the independent expert shall be nominated by the Chairman of the Institute of Arbitrators Australia of Victoria or his or her nominee who shall appoint an independent expert with experience in the relevant field of the dispute. The independent expert shall provide his or her determination supported by reasons and shall be deemed to act as an expert and not as an arbitrator. The independent expert's fee shall be borne equally by the parties.

24. EXERCISE OF RIGHTS

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

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

25. WAIVER AND VARIATION

- (a) Subject to Clause 25(b), a provision of, or a right created under this contract may not be varied except in writing signed by the parties;
- (b) JEMENA Electricity Networks (Vic) Ltd may, by notice in writing to the Developer, vary a provision of this contract to reflect changes to any legal or regulatory requirement.

26. SURVIVAL

The warranties, undertakings and indemnities in this contract survive termination of this contract.

27. NO REPRESENTATIONS OR WARRANTIES

The Developer acknowledges that in entering into this contract the Developer has not relied on any representations or warranties about the subject matter except as provided in this contract.

28. ENTIRE AGREEMENT

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

29. GOVERNING LAW

This contract shall be interpreted in relation to the Contract Area, in accordance with the law in force in Victoria, and the parties submit to the jurisdiction of the courts of Victoria.

30. ASSIGNMENT

JEMENA Electricity Networks (Vic) Ltd may assign its rights under this contract to any person.

The Developer may assign all its rights and obligations under this contract to another person approved by JEMENA Electricity Networks (Vic) Ltd in writing but not otherwise. JEMENA Electricity Networks (Vic) Ltd will not unreasonably withhold its approval.

The notice of a proposed assignment by the Developer will provide details of the name, street and postal address (and ABN number if applicable) of both the Developer and the proposed new customer as well as the Contract Area. The assignment will be confirmed by the signatures of responsible officers representing both the Developer and the new customer. When approved in writing by JEMENA Electricity Networks (Vic) Ltd the new customer is bound by this contract.

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

31. SEVERABILITY

If the whole or any part of a provision of this contract is void, unenforceable or illegal in a jurisdiction it shall be severed for the purposes of that jurisdiction, the

remainder of this contract shall remain in full force and effect and the validity or enforceability of that provision in any other jurisdictions shall not be affected.

32. REPRESENTATIONS AND WARRANTIES

- (a) Each party (in this Clause 32 called the "Representing Party") represents and warrants to the other party that each of the following statements relating to it is accurate:
- (i) the Representing Party is duly constituted and validly existing under the Corporations Act 2001 and has full corporate power and authority to enter into, perform and observe the obligations and duties under this contract;
 - (ii) the Representing Party has entered into this contract in its own right and not as trustee of any trust or as an agent or nominee on behalf of any other entity;
 - (iii) the execution, delivery and performance of this contract by the Representing Party has been duly and validly authorised by all necessary corporate action and this contract is a valid and binding agreement of the Representing Party and is enforceable against it, subject to the exercise of judicial discretions inherent in the courts of Victoria and Federal courts and subject to laws concerning insolvency, in accordance with its terms; and
 - (iv) the entering into of this contract by the Representing Party does not, and the transactions contemplated in this contract will not:
 - (a) result in a breach of any legal or regulatory requirements or any other constituent documents of the Representing Party or any agreement to which the Representing Party is a party; or
 - (b) contravene any provision of, or be an event that is (or with the passage of time will result in) a contravention of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under any agreement, instrument, order, arbitration, award, judgment, injunction or decree to which the Representing Party is a party or by which it is bound or conflict with any legal or regulatory requirement applicable to the Representing Party.
- (b) Each of the representations and warranties given pursuant to Clause 32(a) shall be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made is not restricted by any reference to or inference from any other statement.
- (c) Each representation and warranty given pursuant to Clause 32(a) is a representation and warranty given at the Date of Issue.
- (d) legal and regulatory requirements means all legal and other instruments, such as guidelines, industry codes (including the National Electricity Code and the Electricity Distribution Code of Practice) and industry standards regulating the distribution of electricity in Victoria ;
- (e) this or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
- (f) provisions or terms of this document or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
- (g) a right includes a remedy, authority or power; and
- (h) "\$" and "dollar" is a reference to the lawful currency of Australia.
- (v) no provision of this contract will be construed adversely to JEMENA Electricity Networks (Vic) Ltd solely on the ground that it was responsible for the preparation of this contract.

33. SUPERVENING LEGISLATION

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

34. TERMS IMPLIED BY STATUTE

- (a) Except as expressly provided to the contrary in this contract, all terms, conditions, warranties, undertakings, inducements or representations, whether express, implied, statutory or otherwise, relating in any way to the subject matter of this contract are excluded unless contained as an express term of this contract.
- (b) Where any Act of Parliament implies in this contract any term, condition or warranty, and the Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in this contract. However, the liability of any party for any breach of such term, condition or warranty shall be limited to the circumstances set out in Clause 22.

35. INTERPRETATION

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

1. General description of Distribution Works to be undertaken by JEMENA

JEMENA will perform the following works in accordance with the Conditions of this contract, and for the avoidance of doubt, includes commissioning and connection to the Distribution Network:

- [insert description]

2. Definition of Contract Area

For the purposes of this contract, Contract Area means [insert project address]

3. Planned Construction Period

Jemena will use its best endeavours to complete the Distribution Works within [insert no. of weeks].

4. List of Services included in the Distribution Works

The services listed in this item must be performed by JEMENA to the extent listed in this item and in accordance with the Conditions of this contract.

As outlined in drawing [insert drawing reference]

- [insert SCOPE]

5. List of services excluded from the Distribution Works

Unless otherwise agreed by the parties in accordance with this contract, the services listed in this item are hereby expressly excluded from the Works to be carried out by JEMENA under this contract and must be provided by the Customer:

- [insert exclusions]

Project reference: [insert project reference]

Project name: [insert project name]

JEMENA Representative: [insert Jemena representative name]

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

I / We [insert company name]

ABN [insert ABN]

Supply address: [insert project address]

hereby acknowledge and understand our rights to call for tenders in relation to the *Offer* for distribution works; and

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

Name: _____

Title: _____

Signature: _____

Date: _____

DESIGN BY DEVELOPER

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

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

CONSTRUCTION BY DEVELOPER

Not applicable to this offer

APPROVAL TO COMMENCE CONSTRUCTION

Not applicable to this offer

CONSTRUCTION AUDITS BY JEMENA

Not applicable to this offer

The detailed construction program, as submitted by the Developer, will be used by JEMENA to schedule construction audits as per JEMENA's URD Construction Inspection Procedure. Should this program alter, the Developer must notify JEMENA immediately. Typical audits are itemised [but not limited to] in the list below:

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

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

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

SPECIAL CONDITIONS

[insert special conditions].

APPENDIX D: PAYMENT ADVICE FORM

PROJECT INFORMATION

Jemena Project Reference: _____

Jemena Contact: _____

Supply Address: _____

CUSTOMER INFORMATION

Customer Company Name (i.e. Legal entity name): _____

Customer ABN/ACN: _____

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

Company Name (i.e. Legal entity name): _____

ABN/ACN: _____

Address (No P.O. Boxes): _____

Contact Name: _____

Contact Email: _____

PAYMENT TYPE: (tick one)

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

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

Credit Card Complete card details below

BANK CHEQUE DETAILS

Card Type: Visa Mastercard

Name on card: _____

Card number:

CCV number: Exp Date: /

BANK CHEQUE DETAILS

Drawer: _____

Bank/Institution: _____ Cheque #: _____

PAYMENT AMOUNT (inc GST):

\$ _____

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

**To avoid delays, please send a copy of the payment remittance to customerprojectselec@jemena.com.au*

[insert]

SCHEDULE 2: CONTRACT EXECUTION (DISTRIBUTION WORKS)

CONTRACT PARTICULARS:

Contract Number: [insert Jemena reference]

JEMENA Responsible Officer means [insert Jemena rep. name]

Date of Issue: 12 December 2023

or any other JEMENA employee or representative identified to you from time to time.

Developer Responsible Officer: [insert developer rep. name]

Issuing Office: Melbourne CBD

THE PARTIES TO THIS CONTRACT ARE:

JEMENA Electricity Networks (Vic) Ltd ABN 82 064 651 083 of

("JEMENA")

Level 16, 567 Collins Street, Melbourne, Victoria 3000

and

Company Name

("The Developer")

ABN (if applicable): [insert ABN]

Postal Address: [insert Street Address, Suburb State Postcode]

EXECUTED as a Contract:

SIGNED for the Developer by its representative in the presence of:

SIGNATURE

WITNESS SIGNATURE

(FULL NAME, PLEASE PRINT)

(FULL NAME & JOB TITLE, PLEASE PRINT)

SIGNED in Victoria for JEMENA by its representative in the presence of:

SIGNATURE

WITNESS SIGNATURE

(FULL NAME, PLEASE PRINT)

(FULL NAME, PLEASE PRINT)

EXECUTED ON THIS DATE: _____

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

Jemena Electricity Networks Ltd
c/- Network Development
PO Box 16182, Melbourne VIC 3000



customerprojectselec@jemena.com.au

If you have any questions or need help completing any of the required steps, please contact your nominated representative or visit www.jemena.com.au