

Pole Rental Agreement

Pole Mounted Electric Vehicle Charging Infrastructure

Jemena Electricity Networks (Vic) Ltd
ABN 82 064 651 083

and

[Insert Operator]
[Insert ACN/ABN]

Contents

1.	Definitions and Interpretation.....	4
2.	Commencement and Term.....	11
3.	Purpose	11
4.	Access Application	12
5.	Installation.....	20
6.	Maintenance and repair	21
7.	Access Generally	22
8.	Physical access to Sites	23
9.	Qualified personnel.....	24
10.	Standards	25
11.	Interference	26
12.	Safety and Environment	27
13.	Emergencies.....	30
14.	Removal and redevelopment.....	31
15.	Co-location	33
16.	Metering	33
17.	Release and indemnity.....	33
18.	Insurance.....	36
19.	Warranties	37
20.	Fees and payment.....	38
21.	GST	40
22.	Confidentiality	41
23.	Assignment	42
24.	Termination	42
25.	Force majeure	45
26.	Dispute Resolution.....	46
27.	Notices	47
28.	General	48

Pole Rental Agreement

Dated

Parties

Name	Jemena Electricity Networks (Vic) Ltd ABN 82 064 651 083
Address	Level 16, 567 Collins Street, Melbourne, Victoria 3000
Short name	Jemena

Name	[Insert Counterparty] [Insert ACN/ABN]
Address	[Insert address]
Short name	Operator

Background

- A. Jemena is licensed to distribute and supply electricity pursuant to the *Electricity Industry Act 2000* (Vic) and is a Distribution Network Service Provider pursuant to the *National Electricity Rules*.
- B. Jemena carries on the business of the distribution and supply of electricity over its Distribution Network.
- C. Jemena is the owner of each Facility or has the power to grant the rights granted (or to be granted) under this Agreement and has agreed, to the extent it may lawfully do so, to grant Operator the Access Rights in accordance with and subject to the terms of this Agreement.
- D. The purpose of this Agreement is to set out the terms and conditions upon which Jemena will grant Operator access to Jemena's Facilities to install, operate and maintain the Operator's Electric Vehicle Charging Infrastructure.

This Agreement Witnesses

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Access Application means an application for Access Rights to a Facility which contains the supporting Documents.

Access Rights means the right of use of the Volumetric Area in accordance with this Agreement, including the rights granted under clause 4.6.

Access Term means in respect of a Licensed Facility the period commencing on the date the Access Application is approved and ending on the earlier of:

- (a) the Expiry Date; and
- (b) the date Operator ceases to be entitled to occupy the Site or the Licensed Facilities the subject of Licence.

Accredited Service Provider means a person who, at all relevant times, complies with the Accreditation Requirements to perform works at or in connection with a Licensed Facility.

Accreditation Requirements means the accreditation, qualification, training and induction requirements which Operator Personnel must obtain or complete to perform works at or in connection with a Licensed Facility, which as at the Commencement Date is attached in Schedule 4, as amended or updated by Jemena from time to time in accordance with clause 10.3.

Agreement means this written agreement between Jemena and the Operator, including any schedule or annexure to it.

Agreement Particulars means the Agreement Particulars set out in Schedule 1.

Annual Licence Fee means the amounts payable by Operator to Jemena in respect of each Licensed Facility, as set out in Schedule 2 and as increased by clause 20.5.

Application Review Fee means the amount set out in Table 2.1 of Schedule 2 and as increased by clause 20.5 .

Approved Equipment and Installation Standard means EVCI and its installation and arrangement on a Facility which is compliant with the Code and approved for installation on Facilities, which as at the Commencement Date is attached in Schedule 4.

Authorisation means:

- (a) an approval, consent, declaration, exemption, accreditation, notarisation, licence, permit, certificate, grant, waiver or other authorisation, however described, required by any Law; and
- (b) in relation to anything that could be prohibited or restricted by Law if an Authority acts in any way within a specified period, the expiry of that period without that action being taken,

including any variation, modification, renewal or amendment made by any Authority.

Authority means any:

- (a) government, government department or government agency.
- (b) governmental, semi-governmental or judicial person carrying out any statutory authority or function; or
- (c) other person (whether autonomous or not) who is charged with the administration of a Law,

including, for the avoidance of doubt, Jemena when performing its regulatory functions but in that capacity only.

Business Day means a day other than a Saturday, Sunday or public holiday in Victoria.

Claim means any action (including complaint), claim, demand or proceeding (including based on contract, tort or statute or under any indemnity), fines and penalties, made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Code means the current version of the *Shared Use of Poles Code* as published on the Victorian Electricity Supply Industry (VESI) website, as amended or renamed from time to time.

Commencement Date means the date the Agreement was executed by the Parties.

Complaint means any complaint, inquiry, allegation, report, demand for rectification, escalation or other communication (whether formal or informal) made by any person (including any Authority) relating to the EVCI or the Purpose, including any alleged safety issue, amenity issue, nuisance, obstruction, damage, malfunction, electrical issue, parking/signage issue, consumer issue, or any other matter arising from or in connection with the EVCI.

Complaints Contact means the Operator's nominated contact point for receiving and managing Complaints, including a telephone number and email address (and, if applicable, an after-hours contact pathway).

Confidential Information means any information which is known by a Party or any of its representatives to be secret or confidential, or which from the circumstances a person would reasonably conclude is confidential, that is provided by a Party or any of its representatives to the other Party or any of its representatives, or otherwise obtained by a Party or any of its representatives, whether obtained before or after execution of this Agreement, in connection with this Agreement and Jemena's Confidential Information includes any fees payable to it by Operator under, and the terms of, this Agreement.

Contamination means the presence in, on or under land of a substance (whether a solid, liquid or gas) at a concentration above the concentration at which the substance is normally present on, in or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or to any other aspect of the Environment.

Corporations Act means the *Corporations Act 2001* (Cth).

CPI means an indicator of inflation, Consumer Price Index (CPI), measured as a percentage change in the price of distributed goods and services; and calculated by the Australian Bureau of Statistics (ABS), once a quarter (3 months).

Dispute means any dispute or difference between Jemena and Operator arising out of or in connection with this Agreement.

Distribution Code means the Victorian Electricity Distribution Code of Practice as published on the Victorian Electricity Supply Industry (VESI) website, as amended or renamed from time to time. <https://vesi.com.au/index.php/about-vesi>

Distribution Network means Jemena's distribution network, including all power poles, sub transmission towers, wires and other equipment or facilities forming part of or intended for use in the distribution of electricity by Jemena.

Documents means any information or documents the Operator is required to give Jemena pursuant to clauses 4.1.3 and **Error! Reference source not found..**

Electric Vehicle Charging Infrastructure or EVCI means all of the fixtures, fittings, plant, machinery, cables, signage, communications, and other equipment approved in line with this Agreement, that is fixed or is to be attached to a Facility in accordance with a Licence, and which is owned or operated by Operator for the purposes of roadside EV charging and includes any Like for Like Replacement or additional equipment installed by Operator in accordance with clause 5.2.

Electricity Industry Act means the *Electricity Industry Act 2000* (Vic).

Electricity Law means any Law that governs the electricity industry in Victoria, Australia, and includes without limitation:

- (a) the Electricity Industry Act;
- (b) the Distribution Code;
- (c) the National Electricity (Victoria) Act 2005;
- (d) the National Electricity Rules;
- (e) the Energy Safe Victoria Act 2005 (Vic);
- (f) the Electricity Safety Act 1998 (Vic);
- (g) the Essential Services Commission Act 2001 (Vic); and
- (h) all regulations, licences, orders, determinations, codes and guidelines made under any act listed above.

Emergency means any actual or imminent occurrence of an event which in any way:

- (a) endangers or threatens to endanger the safety or health of any person;
- (b) destroys or damages, or threatens to destroy or damage any property; or
- (c) impacts or threatens to impact the continuity or quality of electricity supply using the Distribution Network.

Environment means all components of the earth, including:

- (a) land, air and water.
- (b) any layer of the atmosphere.
- (c) any organic or inorganic matter.
- (d) any living organism.

- (e) natural or man-made or modified features or structures; and
- (f) ecosystems and all elements of the biosphere.

EV means electric vehicle.

Expiry Date means the date on which the Term expires, being the last day of the Term or if this Agreement is terminated, expires or ceases to have effect sooner, the date of that termination, expiry or ceasing to have effect.

Facility means all physical infrastructure forming part of the Distribution Network including but not limited to any conduits, poles, towers, crossarms, raisers, brackets and other fittings, finishings and structures owned, leased or otherwise accessed by Jemena but does not include the land upon which that infrastructure is located or any substations.

Facility Sharing Activity has the meaning given to that expression in clause 4.9.2 0.

Fee means the fees set out in clause 20.1.

Force Majeure Event means any event beyond the reasonable control of a Party which could not have been avoided by that Party taking all reasonable steps and includes an act of God, war, riot, natural disaster, act of terrorism, act of public enemy, strikes, blockades, lock out or other industrial dispute.

GST means the goods and services tax payable under the GST Legislation.

GST Legislation means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related acts and regulations.

Indirect Loss means any Loss suffered that cannot reasonably be considered to arise naturally from the relevant breach or event, fact, matter or circumstance whether arising in contract, tort (including negligence), equity or under statute. and includes any:

- (a) loss of opportunity or business interruption;
- (b) loss of revenue or profit;
- (c) economic loss other than incurred expenditure; and
- (d) loss which is punitive or exemplary in nature.

Insolvency Event means, in respect of a Party, if that Party:

- (a) is in liquidation or provisional liquidation or under administration;
- (b) has a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property;
- (c) is taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) is unable to pay its debts or is otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becomes incapable of managing its own affairs for any reason;
- (e) takes any step that could result in a person becoming an insolvent under administration (as defined in section 9 of the Corporations Act);

- (f) enters into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
- (g) any analogous event with similar effects over persons, entities or corporations in the exclusive jurisdiction set out in clause 28.1.

Interruption, in this Agreement, has the same meaning as in the Distribution Code.

Item means an item in the Agreement Particulars.

Law includes:

- (a) any law, statute, regulation, ordinance, by-law, code, order or proclamation, and the common law; and
- (b) any authorisation, ruling, judgment, order, decree or other requirement of any Authority.

Licence means a licence granted under clause 4.5.

Licensed Facility means a Facility in respect of which the Operator holds an endorsed Access Application and Licence.

Like for Like Replacement means replacement of EVCI with equipment of the identical make, model and configuration.

Loss means any damage, liability, action, loss, charge, cost or expense (including for the avoidance of doubt legal expenses) and includes taxes and tax costs.

Make Ready Work means any work undertaken that is reasonably necessary to be undertaken to allow EVCI which is the subject of an Access Application to be installed on a Facility, including without limitation, replacement, relocation and/or augmentation of power poles due to factors including but not limited to additional loading of EVCI, ground clearances, circuit to circuit clearances and vegetation clearances pursuant to an Offer. For the avoidance of doubt, any Make Ready Work will remain the property of Jemena.

Near Miss means an event or incident that did not result in actual consequences but had a reasonable potential to result in an injury or death, or asset, property or damage or harm to the Environment if circumstances had been slightly different.

New Facility has the meaning given to that term in clause 14.2.1.

No Go Zone Rules mean the minimum safety requirements relating to distances between powerlines and the work being performed, as advised by Energy Safe Victoria from time-to-time.

Offer has the meaning given to that term in clause 4.5.1

Outgoings means all rates, rents, levies, taxes and other charges payable to any Authority during the Term assessed on a Licensed Facility.

Party means a party to this Agreement.

Personnel of a Party means employees, contractors, subcontractors and any other person engaged, representing or instructed by that Party.

Privacy Laws means the *Privacy Act 1988* (Cth), including the Australian Privacy Principles and all other privacy legislation applicable to this agreement or in the state of Victoria from time to time during the Term.

Purpose means to design, install, test, operate, maintain, upgrade, replace, repair and remove EVCI, for the purpose of providing EV charging services.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth).

Relocation Notice has the meaning given in clause 14.2.2.

Representative means:

- (a) in respect of Jemena, the representative of Jemena identified in Item 2 of the Agreement Particulars or such other person notified by Jemena to the Operator in writing from time to time; and
- (b) in respect of the Operator, the representative of the Operator identified in Item 1 of the Agreement Particular or such other person notified by Operator to Jemena in writing from time to time.

Sensitive Operational Information means any of the following information relating to Jemena's electricity or gas business that is not readily available in the public domain:

- (a) electricity or gas network layout diagrams;
- (b) electricity or gas network schematics;
- (c) geospatial information that records the location of parts of electricity or gas networks or assets;
- (d) electricity or gas network or asset configuration information;
- (e) electricity or gas load data;
- (f) electricity or gas asset, or network operational constraints or tolerances information; and
- (g) customer information.

Site means each discrete parcel of land controlled or which Jemena is otherwise legally entitled to access on which a Facility is located, and **Sites** has a corresponding meaning.

Site Specific Default Event has the meaning given to that term in in clause 24.2.

Site Specific Termination Event has the meaning given to that term in clause 24.1.

Tax means any tax, withholding tax, charge rate, duty or impost imposed by any authority, but does not include GST or any tax payable on either party's income.

Term means the term of this Agreement as specified in Item 4 of the Agreement Particulars.

Unauthorised Equipment has the meaning given to that term in clause 4.10.1.

VESI means the procedures, engineering practices and rules jointly formed by all Victorian electricity distribution network providers and branded as at the date of this Agreement as "Victorian Electricity Supply Industry", or "VESI". <https://vesi.com.au/index.php/about-vesi>

Volumetric Area means, in relation to a Licensed Facility, the spatial volume of a Licensed Facility in which EVCI is to be located as specified in the Licence for that Site.

VSIR means Victorian Service Installation Rules made available by Victorian Electricity Distributors available at <https://www.victoriansir.com.au/> as updated from time to time.

Work means any activity undertaken on or in relation to EVCI or a Licensed Facility and includes but is not limited to design, installation, inspection, operation, maintenance, repair, removal and Like for Like Replacement.

Works Safety Procedure means a set of instructions or procedures that describes a safe method of work for each activity to be carried out by the Operator in connection with this Agreement which incorporates risk or hazard identification and management.

1.2 Words and headings

In this Agreement, unless expressed to the contrary:

- 1.2.1 words denoting the singular include the plural and vice versa;
- 1.2.2 the word 'includes' in any form is not a word of limitation;
- 1.2.3 where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 1.2.4 headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement; and
- 1.2.5 no rule of construction applies to the disadvantage of the Party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.

1.3 Specific references

In this Agreement, unless expressed to the contrary, a reference to:

- 1.3.1 a gender includes all other genders;
- 1.3.2 any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- 1.3.3 any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- 1.3.4 writing includes writing presented on paper and digital form;
- 1.3.5 'This Agreement' is to this Agreement as amended from time to time;
- 1.3.6 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- 1.3.7 a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;
- 1.3.8 any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;

- 1.3.9 a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- 1.3.10 a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- 1.3.11 anybody or association (**Original Body**) which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body or association which most closely serves the purposes or objects of the Original Body.

2. Commencement and Term

2.1 Commencement Date

This Agreement commences on the Commencement Date and will continue for the Term and end on the Expiry Date, unless terminated earlier in accordance with its terms or Law.

2.2 Extension and Hold Over Period

- 2.2.1 Any extension of this Agreement after the Expiry Date must be expressly agreed by the Parties in writing.
- 2.2.2 If the Parties have not agreed an extension under clause 2.2.1 and, after the Expiry Date the Parties continue to perform this Agreement (including Jemena continuing to grant, and the Operator continuing to exercise, any Access Rights), then from the day after the Expiry Date, this Agreement will continue on a month-to-month holding over basis on the same terms and conditions as immediately before the Expiry Date, except that either Party may terminate this Agreement at any time during the holding over period by giving the other Party at least 60 days' written notice. For the avoidance of doubt, the Operator must (at its cost) comply with clause 14 if this Agreement is terminated in accordance with this clause 2.2.2.

3. Purpose

3.1 Purpose of this Agreement

- 3.1.1 For the avoidance of doubt, this Agreement only applies to the grant of Access Rights (and, where applicable, a Licence) to use the Facilities) (including a Licensed Facility) for the Purpose, and does not:
- (i) require Jemena to carry out, procure or permit any works (including any connection works, augmentation, extension, service installation works or any other works) required to connect, energise or supply electricity to any EVCI;
 - (ii) require Jemena to energise, re-energise or maintain energisation of any EVCI, or to provide, maintain or guarantee any supply of electricity to any EVCI; or
 - (iii) require Jemena to provide or install any meter or metering arrangement for any EVCI.

- 3.1.2 Jemena has no obligation under this Agreement, and gives no warranty, representation or assurance under or in connection with this Agreement, in relation to any matter referred to in subparagraphs (i) to (iii) above, including:
- (a) connecting, or the connection of, EVCI to Jemena's Distribution Network;
 - (b) energisation or supply of electricity to the EVCI, including what electricity connection charges or electricity network tariffs may be applicable in relation to EVCI; or
 - (c) metering requirements for EVCI or whether works may be required to install electricity meters for EVCI.
- 3.1.3 The Operator acknowledges and agrees that:
- (a) any connection, energisation, electricity supply and metering for EVCI are outside the scope of this Agreement and shall be the subject of separate and independent application processes, assessments, approvals and agreements (including with Jemena and/or third parties), and the satisfaction of all applicable Laws, Authorisations, codes, standards and Jemena requirements; and
 - (b) the Operator must not represent to any person that Jemena has approved (or will approve) any connection, energisation, electricity supply or metering arrangement for any EVCI by reason only of this Agreement, any endorsed Access Application or any Licence.
- 3.1.4 Notwithstanding the foregoing and for the avoidance of doubt, should Jemena refuse, stop or otherwise prevent:
- (a) the connection of EVCI to Jemena's Distribution Network;
 - (b) the supply of energy to EVCI; or
 - (c) the provision of customer connection services for the EVCI,
- including without limitation, under Jemena's Deemed Distribution Agreement, then the parties agree that this shall not amount to a breach of this Agreement.

4. Access Application

4.1 Preparation for and making an Access Application

- 4.1.1 The Operator may apply to Jemena for conditional access to a Facility by submitting an Access Application either online through Jemena's website or by filling out an Access Application form published on Jemena's website and returning it to Jemena, and otherwise in accordance with the terms of this Agreement. For the avoidance of doubt, the Operator may apply to Jemena in writing for conditional access to one or more Facilities in a single Access Application (maximum 15 Facilities per application).
- 4.1.2 Prior to assessment of an Access Application, the Operator must pay Jemena the Application Review Fee on a per-pole basis in relation to any Facility listed in the Access Application. Jemena is not required to assess an Access Application until the Operator has complied with this clause.

4.1.3 Each Access Application must be submitted to Jemena, together with the following information and supporting documentation, and any other information and supporting documentation reasonably requested by Jemena:

- (a) each Facility that the Operator is seeking conditional access to as part of the Access Application
- (b) description of EVCI proposed by the Operator for use on each Facility, including details of how the Operator proposes to fix the EVCI to the Facility;
- (c) Site specific technical design drawing;
- (d) structural adequacy report;
- (e) certification and evidence that EVCI and installation processes proposed by the Operator for use on the Facility comply with the Approved Equipment and Installation Standards;
- (f) a summary of the Operator's engagement with relevant local council and the community, including consultation plans and how feedback has been or will be addressed;
- (g) electromagnetic emission declaration or radio frequency plume data;
- (h) Works Safety Procedure; and
- (i) proposed installation date.

4.1.4 **Access Application and Documents**

- (a) In making an Access Application, and in providing the Documents to Jemena, the Operator represents and warrants to Jemena that the Access Application and the Documents:
 - (i) contain no inconsistency;
 - (ii) are adequate for the Purpose;
 - (iii) are consistent with the Operator's obligations under this Agreement;
 - (iv) are complete and without error or omission;
 - (v) are made in respect of, and in conformance with Approved Equipment and Installation Standards;
 - (vi) Jemena's acceptance or endorsement of the Access Application and any subsequent construction works and installation will not:
 - (A) result in any risk to the structural integrity of the Facilities;
 - (B) result in the breach of any mandatory electrical line clearances;
or
 - (C) result in the breach of any Laws, Authorisations or standards (including in relation to electromagnetic emissions).

- (b) The Operator acknowledges and agrees that Jemena relies on the Operator's representations and warranties.

4.1.5 **Non-Compliance with Representations and Warranties**

For the avoidance of doubt, if at any time, Jemena identifies any Access Application that does not comply with clause 4.1.4, then Jemena shall reject the Access Application under clause 4.3.1(b).

4.1.6 **Review of Documents by Jemena**

- (a) The Operator acknowledges and agrees that:
 - (i) Jemena does not assume or owe any duty of care to the Operator to direct amendments to, or approve, any Document submitted by the Operator to Jemena.
 - (ii) any:
 - (A) review or comment on, or amendments directed to or approval of, any Documents by Jemena; or
 - (B) failure by Jemena to review, check or approve any Document, will not:
 - (C) limit, or relieve the Operator of, any obligation or liability;
 - (D) limit any right of Jemena against the Operator;
 - (E) constitute acceptance by Jemena of the performance of the Operator's obligations under this Agreement; or
 - (F) be considered as a representation or an acknowledgment by Jemena that the Access Application and Documents comply with this Agreement; and
 - (iii) Jemena is not liable for, or in connection with any Claim (and the Operator is not entitled to make any Claim) arising out of, or in connection with, the matters referred to in this clause 4.1.6.
- (b) Prior to submitting an Access Application, the Operator may inspect a Facility, subject to the Operator's compliance with reasonable safety requirements and any reasonable instruction or direction given by Jemena in relation to that inspection.
- (c) Jemena must provide the Operator with any information reasonably requested by the Operator to complete the Access Application.

4.2 **Fitness, Adequacy and Suitability**

The Operator acknowledges and agrees that:

- (a) Jemena makes no express or implied warranty or representation that any Facility is fit, adequate or suitable for, or may be used for, the Access Rights; and

- (b) all warranties as to the fitness, adequacy or suitability of any Facility implied by law are hereby negated.

4.3 Processing the Access Application

4.3.1 Subject to clauses 4.3.3, 4.3.4 and 4.4.1, Jemena will assess each Access Application, and in writing to the Operator, either:

- (a) endorse the Access Application, with or without any reasonable modifications or conditions (including requiring the use of an alternative Facility or location) as required by Jemena; or
- (b) reject the Access Application (but must provide the Operator with written reasons for the rejection and if reasonably practicable, set out how the Access Application may be amended so a new Access Application may be acceptable to Jemena),

within 20 Business Days of receiving the Access Application. Where Jemena proposes to make any modifications or conditions to the Access Application (including requiring the use of an alternative Facility or location), Jemena will, if reasonably practicable, discuss those modifications or conditions with the Operator prior to endorsing the Access Application in accordance with clause 4.3.1.

4.3.2 If Jemena reasonably requires further feasibility assessments in connection with a modification or condition to an Access Application, Jemena may notify the Operator of the reasonable fees payable for that further feasibility assessment, and Jemena is not obliged to continue assessing the Access Application for those relevant Facilities on that basis unless and until the Operator agrees in writing to pay those fees.

4.3.3 Subject to clauses 4.1.5 and 4.3.1, the Operator acknowledges that Jemena may endorse or reject any Access Application (in whole or in part).

4.3.4 Without limiting Jemena's discretion under clause 4.3.3, the Parties agree that it will be reasonable for Jemena to reject all or part of an Access Application (including in relation to a specific Facility) where:

- (a) the proposed Volumetric Area or position on a Facility where the EVCI is proposed to be installed as set out in the Access Application is:
 - (i) presently occupied by Jemena or a third party;
 - (ii) reserved by Jemena or a third party for future operations; or
 - (iii) is non-compliant with the safety criteria specified in Schedule 4; or
- (b) Jemena reasonably considers that the grant of a Licence pursuant to an Access Application or any part of it, or the performance of any of the Works in respect of a Facility the subject of the Access Application will, or is likely to:
 - (i) interfere with the electricity Distribution Network; or
 - (ii) be inconsistent with the terms of this Agreement or any Law; or
- (c) the Operator has not provided all information or Documents required by Jemena, or if the information or Documents are incomplete or inaccurate; or

- (d) the Operator does not agree to pay Jemena's reasonable feasibility assessment fees as set out in clause 4.3.2.
- 4.3.5 Without limiting its rights under clause 4.3.3, where Jemena proposes to reject an Access Application, Jemena will confer with the Operator and discuss the possibility for the use of alternate Facilities.
- 4.3.6 For the avoidance of doubt, the Application Review Fee is non-refundable, irrespective of whether Jemena endorses or rejects the Access Application (whether in whole or in part).
- 4.4 **Make Ready Work**
 - 4.4.1 The Parties agree that:
 - (a) as part of Jemena's assessment of the Access Application under clause 4.3.1, Jemena will identify whether any Make Ready Works are required;
 - (b) notwithstanding the outcomes of clause 4.4.1(a), Jemena reserves the right acting reasonably to alter the requirement for Make Ready Works at any time with notice to the Operator; and
 - (c) where Jemena identifies Make Ready Works are required, any endorsement by Jemena of the Access Application is subject to the Operator accepting an offer from Jemena in relation to the Make Ready Works.
 - 4.4.2 Where reasonably practicable, Jemena will use best endeavours to notify the Operator within 10 Business Days of receiving an Access Application Form as to whether Jemena considers the Operator may need to apply to Jemena for an offer of Make Ready Works.
 - 4.4.3 The Operator must apply to Jemena for an offer for the Make Ready Works in relation to an Access Application within 10 Business Days (or such other period agreed to in writing by the Parties) of being notified by Jemena that Make Ready Works are required. If the Operator fails to apply for Make Ready Works within this period, then the Access Application lapses and is deemed to be rejected for the purposes of clause 4.3.1.
 - 4.4.4 For any Make Ready Works, the Operator will engage with Jemena's customer initiated construction process (as applicable from time-to-time) for the preparation and issue, to the Operator, of an offer to undertake the Make Ready Works and any applicable fee calculated in accordance with Schedule 1.
 - 4.4.5 Jemena will use best endeavours to provide the Operator the offer for the Make Ready Works within 60 Business Days (or such other period agreed to in writing by the Parties) from the date the Operator applies to Jemena for the offer.
 - 4.4.6 If the Operator does not accept the offer for the Make Ready Works within 90 days (or such other period as agreed in writing by the Parties), then that offer lapses.
 - 4.4.7 If the offer of Make Ready Works lapses, or if the Operator otherwise rejects the offer of Make Ready Works, the Access Application also lapses and is deemed to be rejected for the purposes of clause 4.3.1.
 - 4.4.8 The Operator acknowledges that, until such time as the Operator accepts the offer of Make Ready Works, if required by an applicable Law or if necessary to carry out an electricity distribution function, Jemena reserves the right to withdraw the offer

of Make Ready Works and its endorsement of the Access Application. The Access Application is also deemed to be rejected for the purposes of clause 4.3.1.

- 4.4.9 Notwithstanding any other provision of this Agreement or a Licence, the Operator acknowledges and accepts that a Licence will not commence and the Operator must not install any EVCI, until all Make Ready Works are completed to Jemena's satisfaction, acting reasonably, as notified by Jemena to the Operator.

4.5 **Creation of Licence**

- 4.5.1 Within 10 Business Days of either:

- (a) Jemena endorsing an Access Application under clause 4.3.1 where Jemena has not identified that Make Ready Works are required in relation to that Access Application; or
- (b) where Make Ready Works are required, the Operator accepting the offer for Make Ready Works in relation to the Access Application,

Jemena will make an offer to the Operator for a Licence for the Volumetric Area on each Licensed Facility on the terms set out on that Access Application and this Agreement (**Offer**).

- 4.5.2 If Jemena provides an Offer to the Operator, the Operator may either:

- (a) accept the Offer by countersigning and dating; or
- (b) reject the Offer in writing to Jemena, at which point the Offer will be deemed by the Parties to have lapsed.

- 4.5.3 The Operator must not use a Licensed Facility for any purpose other than the Purpose.

- 4.5.4 An Access Application and Licence may only be varied if agreed in writing between the Parties.

- 4.5.5 The rights conferred by Jemena under a Licence rest in contract only and nothing in a Licence creates any tenancy between Jemena and the Operator, nor does it confer upon the Operator any proprietary rights or rights or interest in the Facilities by way of occupation rights (other than licence), easements, right of way or otherwise.

- 4.5.6 The Operator will not have any Access Rights to, or other form of licence to access, any Facility under this Agreement unless and until a Licence is granted in accordance with this clause 4.5.1.

- 4.5.7 Jemena may, in writing to the Operator, revoke an Offer at any time before it is accepted by the Operator under clause 4.5.2.

- 4.5.8 If the Operator does not accept the Offer in relation to the relevant Facility within the Offer validity period being 30 days from the date of issue of the Offer (unless otherwise specified in the Offer), then the Offer lapses.

- 4.5.9 Once a Licence is executed by both Parties, subject to the provisions of this Agreement (in particular clause 4.4.9), the Operator will have the right to access and to use the Site, according to Law, any applicable Authorisations and this Agreement.

4.6 Rights to use Licensed Facility

- 4.6.1 Subject to the provisions of this Agreement (including clause 4.6.2), Jemena grants to the Operator under the Licence the right to use a Licensed Facility as is reasonably required during the installation, erection, construction, dismantling, repair, replacement, renewal, upgrade and maintenance of EVCI.
- 4.6.2 The Operator must not do anything which interferes, or is likely to interfere with Jemena's ability to access the Licensed Facility.

4.7 Obligation to pay Annual Licence Fees

- 4.7.1 In consideration for the Licence of the Licensed Facilities provided pursuant to this Agreement, the Operator agrees to pay to Jemena the Annual Licence Fees.
- 4.7.2 Jemena will issue invoices to the Operator in respect of the Annual Licence Fees in respect of each Licensed Facility provided under this Agreement annually in advance on or about 30 June each year.
- 4.7.3 Jemena will be entitled to invoice the Operator for the first Annual Licence Fees from the Commencement Date of the Licence, such first Annual Licence Fees to be prorated for the period of the invoice date until the next 30 June.

4.8 Approved Equipment and Installation Standard

The Operator must not install EVCI on a Licensed Facility if the EVCI does not precisely conform to, or comply with, the Approved Equipment and Installation Standards.

4.9 Facility Sharing Activity

- 4.9.1 Without in any way limiting the application of clause 23, the Operator must not, without Jemena's prior written consent, which may not be unreasonably withheld, engage in a Facility Sharing Activity.
- 4.9.2 A Facility Sharing Activity is any of the following:
- (a) sublicensing or sharing the use of any Licensed Facility to any person;
 - (b) sublicensing or sharing the use of any EVCI installed on a Licensed Facility to any person.
 - (c) providing any services to any other EV charging operator (including but not limited to any person with which the Operator is in a joint venture) in relation to, or permitting them to benefit in any wayanyway from:
 - (i) any Licensed Facility; or
 - (ii) any EVCI installed on a Licensed Facility.

For clarity, a Facility Sharing Activity includes those activities above undertaken by a Related Body Corporate or a joint venture partner of the Operator in its capacity as a joint venture partner of Operator.

- 4.9.3 For the avoidance of doubt, if the Operator engages in a Facility Sharing Activity without Jemena's knowledge or consent, that is a default by the Operator for the purposes of clause 24.6.1(a).

4.9.4 As part of Jemena providing prior written consent under clause 4.9.1, Jemena may require, the Operator to:

- (a) pay Jemena's reasonable fees in connection with the proposed Facility Sharing Activity, which may include but is not limited to additional Application Review Fees, Annual Licence Fees and Jemena's reasonable costs in conducting feasibility reviews (as applicable);
- (b) execute any documentation reasonably required by Jemena in relation to the Licence (including a variation of the Licence); and
- (c) procure any person with which the Operator conducts the Facility Sharing Activity complies with the terms of this Agreement as if that person were a party to this Agreement.

4.10 **Unauthorised Equipment**

4.10.1 The Operator must not, without the prior written consent of Jemena, place, or allow to be placed, on or in any Facility or Site, any equipment except in accordance with this Agreement.

4.10.2 If Jemena identifies that the Operator has installed any equipment on a Facility not in accordance with the provisions of this Agreement (**Unauthorised Equipment**), Jemena must notify the Operator in writing of the affected Facility and the equipment that Jemena has identified as unauthorised and give the Operator a reasonable opportunity to respond to Jemena on the accuracy of Jemena's findings. If the Operator fails to respond within 15 Business Days of Jemena's notification, the Operator will be deemed to accept the equipment is Unauthorised Equipment. Any dispute under this clause 4.10.1 is to be resolved under clause 26.

4.10.3 If:

- (a) the Parties agree that equipment is Unauthorised Equipment; or
- (b) it is deemed under clause 4.10.1 that equipment is Unauthorised Equipment; or
- (c) the outcome of a Dispute arising under clause 4.10.1 is that equipment is Unauthorised Equipment,

then the Operator must, at its own cost remove the Unauthorised Equipment within the following timeframes:

- (d) if Jemena reasonably considers that the Unauthorised Equipment poses a risk to the Environment or of Emergency (as notified by Jemena to the Operator): Immediately, and no later than 24 hours; otherwise
- (e) within 10 Business Days of the date the equipment is deemed Unauthorised Equipment.

If the Operator fails to comply with this clause 4.10.3, Jemena may at its option and without liability, remove and store the EVCI and such fixtures and chattles in a manner as Jemena deems fit (unless otherwise directed by the Operator) at the risk of the Operator. The Operator indemnifies Jemena against any Claim made against Jemena and any Loss, cost, obligation, duty, or liability otherwise suffered

or incurred by Jemena to the extent caused by Jemena exercising its rights under this clause 4.10.3.

5. Installation

5.1 Approvals, licences, permits and consultation

5.1.1 The Operator must:

- (a) obtain, at the Operator's own cost:
 - (i) where Jemena is not the owner, Authorisation of the owner of the Site where the Licensed Facility is located to access that Site; and
 - (ii) all Authorisations and similar things required by any applicable Law, by an Authority or otherwise to undertake the Purpose.

Jemena shall provide reasonable assistance if requested by the Operator (such as providing details as to site ownership and signing permit applications where the Operator requires site owner's consent); and

- (b) comply with any conditions imposed by an owner of a Site and all applicable Laws in respect of the exercise of its rights under this Agreement at the Operator's own cost.

5.1.2 Prior to installation of any EVCI, the Operator must undertake such stakeholder consultation and co-site or collocation notifications to third parties in respect of the proposed installation as required by any Law, including local government with regards to parking and signage, and otherwise if considered appropriate in the circumstances.

5.1.3 The Operator must pay Jemena's reasonable costs or expenses, if any, incurred by Jemena under this clause 5.1 including but not limited to legal fees incurred by Jemena.

5.1.4 Where reasonably practicable, Jemena will provide the Operator with an estimate for its external costs and expenses before incurring them. Any failure by Jemena to provide an estimate of costs will not diminish in any way the Operator's obligation to pay under clause 5.1.3.

5.2 Installation

Subject to clause 5.1, the Operator may install EVCI on a Licensed Facility once the Licence has been executed by both parties and on the completion of any Make Ready Work as notified by Jemena (as applicable).

5.3 De-energising and re-energising

5.3.1 The Operator acknowledges that powerlines will not be de-energised for the installation of EVCI unless by agreement between the Parties in which instance the Operator will be liable for any reasonable costs incurred by Jemena in de-energising and re-energising powerlines.

5.3.2 Subject to clause 5.3.1, the Operator must give Jemena 20 Business Days written notice of any proposal for, or action to be taken in relation to, de-energising or re-energising of a powerline.

6. Maintenance and repair

6.1 Maintenance of EVCI

- 6.1.1 The Operator must at its own cost maintain EVCI in a safe and operable condition in accordance with all Laws, mandatory codes of practice or as otherwise applicable to a Licensed Facility, regulations, legally binding standards and this Agreement. Details of proposed maintenance works must be made available within 10 Business Days of Jemena's request.
- 6.1.2 In the event that Jemena is required to attend a Licensed Facility and perform any works to enable the Operator to carry out its maintenance and repair obligations under this clause 6, the Operator must ensure that it carries out such maintenance and repair works at the time it has been agreed with Jemena that such works will occur, and must reimburse Jemena for any reasonable costs incurred pursuant to this clause 6 within 45 days of any demand by Jemena including attending the Licensed Facility and performing works such as the costs of engaging any contractors.
- 6.1.3 Without limiting clause 6.1.1, the Operator must:
- (a) keep EVCI in good repair and keep the Licensed Facility clean, tidy and free from rubbish, remove any graffiti, posters or other markings from the EVCI and comply with any reasonable request by Jemena in that regard.
 - (b) not and must not permit the Operator's Personnel to:
 - (i) use a Facility for any activity that is offensive, noxious or illegal or that may become a nuisance at law for any neighbouring property or other people using a Facility, including Jemena;
 - (ii) use a Facility for any purpose other than the Purpose;
 - (iii) damage the Facility or any external infrastructure serving a Facility;
 - (iv) use or store inflammable or explosive materials, liquid or gas on a Facility;
 - (v) paint, display, affix or erect on a Facility any advertisements or signs without the prior written approval of Jemena other than notices required by Law; or
 - (vi) throw, place or allow to fall or burn any waste, rubbish or debris on a Facility.

6.2 Replacement of EVCI

- 6.2.1 The Operator is permitted to replace any EVCI contained or installed at a Licensed Facility without Jemena's consent if it is a Like for Like Replacement,
- 6.2.2 If the Operator proposes any change to any item of EVCI where the change is not a Like for Like Replacement, the Operator must notify Jemena in writing and demonstrate to Jemena's reasonable satisfaction, that the replacement EVCI conforms with Approved Equipment and Installation Standards.

6.3 Maintenance of Licensed Facility

- 6.3.1 Jemena is responsible for the maintenance and repair of the Licensed Facilities and must maintain and repair the Licensed Facilities so as to ensure it is safe and operable.
- 6.3.2 In the case of a planned Interruption including planned works, Jemena agrees to give the Operator the relevant notice required by the Distribution Code. The Operator must at its own cost co-operate with Jemena in facilitating any maintenance operations undertaken by Jemena in accordance with this Agreement in respect of the Licensed Facilities. If the Operator fails to comply with this clause and Jemena is required to remove EVCI, Jemena may do so and store the EVCI and such fixtures and chattles in a manner as Jemena deems fit without liability at the risk of the Operator. The Operator indemnifies Jemena for its reasonable costs incurred when exercising its rights under this clause.
- 6.3.3 Jemena agrees to provide the Operator access to the relevant maintenance schedule data as required in accordance with the Distribution Code pertaining to Licensed Facilities.
- 6.3.4 Without limiting clause 6.3.2, if the Operator and Jemena have agreed that it is appropriate for the Operator to be present while Jemena conducts maintenance and repair of the Licensed Facilities, the Operator must ensure that it attends the Licensed Facility at the agreed time and date.

6.4 Notice of damage

The Operator must give Jemena prompt written notice of any damage to a Facility or Site or anything likely to be a risk to property or any person in a Facility of which it is aware.

7. Access Generally

7.1 Access Rights

- 7.1.1 The Operator agrees that in respect of each Licensed Facility:
 - (a) at all times it must ensure that it exercises its rights of access under this Agreement in respect of that Facility:
 - (i) in accordance with good industry practice;
 - (ii) in a safe, proper, workmanlike and efficient manner;
 - (iii) to minimise any inconvenience or disturbance to Jemena or other persons; and
 - (iv) in a way that does not affect the structural integrity of a Facility; and
 - (b) all machinery used by the Operator or Operator Personnel on the Licensed Facility must be:
 - (i) properly licensed, registered and insured; and
 - (ii) operated by adequately qualified persons licensed to use such machinery.

7.1.2 The Operator must promptly restore any damage to Jemena's property resulting from the Operator exercising its Access Rights on a Licensed Facility under this Agreement to the satisfaction of Jemena acting reasonably.

7.1.3 The Operator must comply with any reasonable direction of Jemena as to the timing of construction and access while exercising the Access Rights.

7.2 Risk

Except to the extent of Jemena's wilful act, omission, negligence, default or fraudulent and criminal conduct, the Operator exercises its rights under this Agreement and all repair, maintenance and other works on a Facility at its own risk.

7.3 Governance

7.3.1 The Representative for each Party must meet on an annual basis (or such other frequency as is reasonably required by Jemena) to discuss:

- (a) the progress of any Access Applications;
- (b) any issues regarding the installation or maintenance of EVCI at Licensed Facilities; and
- (c) any other matters relevant to the administration of this Agreement.

7.3.2 The Operator's Representative must attend any other meetings on a periodic basis as are reasonably required by Jemena.

7.3.3 Jemena may reasonably request the Operator to provide:

- (a) relevant maintenance details for installed EVCI;
- (b) competency/accreditation records for the operation of EVCI;
- (c) any incident information relating to EVCI;
- (d) data or information relating to EVCI uptime/availability;
- (e) access to records/data for auditing for specified regulatory, reliability and compliance purposes, and
- (f) reasonable assistance to address Jemena's regulatory, reliability and compliance requirements,

and the Operator must cooperate with Jemena's reasonable request.

8. Physical access to Sites

8.1 No general right of physical access to Sites

Except as provided in this clause 8, nothing else in this Agreement grants the Operator the right to obtain physical access to any Site.

8.2 Ancillary rights

Subject to clause 8.3 and those terms of conditions of the Agreement other than this clause 8, to the extent that it is permitted by Law to do so without obtaining the agreement or consent of any third party only, Jemena grants the Operator the right to:

- 8.2.1 access a Licensed Facility for the Purpose; and
- 8.2.2 exercise the rights conferred under this Agreement.

8.3 Prior notice

- 8.3.1 The Operator must provide to Jemena 5 Business Days prior notice before it exercises its rights under clause 8.2.
- 8.3.2 In the event of any conflict between the schedules of the Parties, Jemena may request the Operator to reschedule its access to any Site or Licensed Facility and the Operator must comply with such request.
- 8.3.3 In the event of an Emergency, the notice requirements under clause 8.3.1 do not apply and the parties agree access will be facilitated in accordance with clause 13.

9. Qualified personnel

- 9.1.1 The Operator must have and maintain an up-to-date record of all Operator Personnel who install, maintain or otherwise attend to EVCI on Facilities, and evidence of such accreditations, as well as completed training and induction of each of them in accordance with the Accreditation Requirements. Upon request by Jemena, the Operator must provide Jemena with a copy of such records and evidence.
- 9.1.2 The Operator must ensure that Operator Personnel who undertake Work on EVCI or a Licensed Facility have:
 - (a) all necessary qualifications to undertake the Work in accordance with the Accreditation Requirements;
 - (b) completed the necessary training and induction to undertake the Work in accordance with the Accreditation Requirements and Works Safety Procedure, and that training conducted by the Operator is regularly updated to reflect the current standards, Laws and other requirements;
 - (c) all licences necessary to undertake the Work;
 - (d) been made aware of and are able to comply with:
 - (i) all necessary and appropriate safety standards and requirements to undertake the Work;
 - (ii) all the standards and requirements of this Agreement; and
 - (iii) any other reasonable requirements requested in writing by Jemena of the Operator.

10. Standards

10.1 Work on EVCI

10.1.1 While accessing a Licensed Facility, undertaking Work on or in connection with EVCI or a Licensed Facility or otherwise performing its obligations or exercising its rights under this Agreement or a Licence, the Operator must, and must ensure Operator Personnel:

- (a) comply with all applicable Laws;
- (b) conduct themselves in accordance with good industry practice;
- (c) acts and operates in a professional manner exercising due care and skill;
- (d) obtain all Authorisations needed to exercise the Operator's rights under this Agreement (including environmental licences or and Authorisations) and comply with all licences, permits and Authorisations; and
- (e) comply with the Licence and this Agreement.

10.1.2 The Operator must ensure that all Work undertaken on or in connection with EVCI or a Licensed Facility is undertaken:

- (a) by Accredited Services Providers only;
- (b) in accordance with good industry practice;
- (c) in accordance with the obligations set out in clause 12.1.2; and
- (d) so as to:
 - (i) ensure the Distribution Network and any premises owned or occupied by Jemena are not damaged, interfered with or their operation disrupted, damaged, interfered with or inhibited;
 - (ii) ensure compliance with the Accreditation Requirements;
 - (iii) ensure compliance with the No Go Zone Rules; and
 - (iv) not adversely impact or interfere with any equipment installed on the Licensed Facility (including third party equipment).

10.2 Standards for EVCI

10.2.1 The Operator must ensure that all EVCI installed on the Licensed Facilities is maintained at all times in order to comply with all applicable:

- (a) Electricity Law;
- (b) Australian standards.
- (c) safety requirements; and
- (d) environmental standards.

10.2.2 The Operator must ensure that EVCI does not interfere with:

- (a) the operation of the Facilities or Distribution Network at any time; and
- (b) any pre-existing third party's equipment.

10.3 Changes to the Accreditation Requirements

The Accreditation Requirements may be amended as reasonably required by Jemena from time to time by notice to the Operator. Any changes to the Accreditation Requirements will not apply retrospectively other than where retrospective application is required by applicable Law.

11. Interference

11.1 Knowing Interference with Continuous Use or Operation

The Operator must not knowingly do anything or allow any of the Operator Personnel to do anything in relation to the Licensed Facilities or EVCI which (whether physically or by electromagnetic emission) causes interference, damage or materially obstructs, interrupts or impedes the continuous use or operation of the Licensed Facilities or any pre-existing third party's equipment installed on a Licensed Facility.

11.2 Notification of Breach

Where the Operator breaches clause 11.1, it must immediately notify Jemena of such a breach in writing.

11.3 Operator's Obligation to Rectify Breach

- 11.3.1 In the event the Operator breaches clause 11.1, the Operator must, at its cost, use its best endeavours to rectify the breach within 3 Business Days.
- 11.3.2 Where the Operator cannot rectify the breach including by altering or modifying the EVCI, then if directed by Jemena, EVCI must be removed by the Operator as soon as reasonably practicable.

11.4 Other Electro-Magnetic Frequency Interference

- 11.4.1 Unless clause 13 applies, should Jemena or any other third party experience electro-magnetic frequency interference with their equipment which is in the vicinity of the Operator's EVCI or the Licensed Facility, and Jemena considers the electro-magnetic frequency interference may be caused by the Operator's EVCI, Jemena may notify the Operator of such interference.
- 11.4.2 Within seven days of receipt of such notice under clause 11.4.1, the Operator must notify Jemena of the Operator's determination whether EVCI is the cause of such interference, acting in utmost good faith.
- 11.4.3 If the Operator determines, acting in utmost good faith, that such interference is caused by EVCI, the Operator must immediately stop such interference.
- 11.4.4 If the Operator fails to notify Jemena in accordance with clause 11.4.2, or if the Parties are unable to agree as to the cause of interference experienced by Jemena, the dispute (as between the Operator and Jemena) will be settled in accordance with clause 26.

- 11.4.5 Nothing in this clause 11.4 limits, in any way, the foregoing provisions of this clause 11.

12. Safety and Environment

12.1 Safety

12.1.1 The Operator must:

- (a) prepare, have in place prior to performing any works on Site, and provide to Jemena, a Works Safety Procedure which complies with clause 10.1;
- (b) make such reasonable changes to the Works Safety Procedure as requested by Jemena; and
- (c) not amend its Works Safety Procedure without first notifying Jemena.

12.1.2 The Operator must, in conjunction with the performance of the Work done by the Operator or its Personnel:

- (a) take all measures reasonably necessary to protect people and property;
- (b) comply with the Works Safety Procedures and with all statutory requirements and relevant codes of practice applicable to a Licensed Facility relating to work health and safety;
- (c) in respect of each particular Site, comply with all requirements relating to work health and safety that are established from time to time by any third party or Jemena from whom the Operator obtains physical access to that Site and notified to the Operator; and
- (d) ensure that all of Operator Personnel carry out the Work in compliance the Works Safety Procedure; and
- (e) ensure that Operator Personnel are not under the influence of any alcohol, drug or other intoxicating or mind-altering substance while they are performing the Work.

12.1.3 If the Operator fails to comply with its obligations under this clause 12.1, Jemena or its Representative may issue a notice requiring the Operator to remedy its default (to the extent that it is remediable) within the reasonable period specified in the notice.

12.2 Suspension for safety breach

12.2.1 Without prejudice to any other rights which Jemena has under this Agreement, Jemena's Representative acting reasonably may, where they consider the suspension of the Work or removal of the EVCI under this Agreement becomes necessary:

- (a) because of the Operator's failure to remedy any default specified in a notice issued under clause 12.1.3 within the reasonable period specified in that notice; or
- (b) for the protection or safety of any person or property,

order the Operator to suspend and make safe all or part of the Work, or order the Operator to make safe all or part of EVCI, in the order for such time or times as Jemena's Representative may think fit.

- 12.2.2 If the Operator fails to make safe all or part of the Works or all or part of EVCI, within the time specified, Jemena may undertake such work necessary to do so.
- 12.2.3 The power of Jemena's Representative to order the Operator to suspend all or any part of the Work or remove the EVCI under this Agreement does not give rise to any duty on the part of Jemena or Jemena's Representative to exercise this right.
- 12.2.4 Jemena's Representative will, when the reason for any suspension no longer exists, advise the Operator that it may recommence the suspended whole or part of the Work or reinstate EVCI.
- 12.2.5 Any extra cost incurred by Jemena by reason of any suspension or make safe works under this clause 12.2 will be borne and paid by the Operator unless the cause of the suspension is due to any negligent act, error or omission of, or breach of this Agreement by, Jemena or any of Jemena's Personnel (other than the Operator).
- 12.2.6 The suspension of part of the Work under this clause will not affect the obligation of the Operator to perform the unsuspended part of the Work.

12.3 Notification of safety issue

- 12.3.1 If during the performance of the Work, either Party becomes aware of anything which may adversely affect the safety or protection of the other Party's people or property, that Party must promptly notify the other Party of it.
- 12.3.2 Each Party must immediately notify the other Party verbally, and in writing as soon as practicable (but no longer the period within which Jemena may be required to meet its legal obligations) after becoming aware, of:
 - (a) any injury to any person, or to any person's health, which has resulted from an accident or event relating to the Work.
 - (b) any damage to Jemena property or third-party property that has resulted from an accident or event relating to the Work;
 - (c) any incident involving harm to the Environment (including but not limited to any bushfire or any pollution incident); or
 - (d) any Near Miss.

To avoid doubt, this clause is not intended to relieve a Party of any notification obligations it has under any Law.

- 12.3.3 The notice in writing under clause 12.3.2 must at a minimum, contain the following details in relation to the incident:
 - (a) the nature of the incident;
 - (b) the place of occurrence;
 - (c) time of the incident;
 - (d) the actions taken by the Party;

- (e) the status of the Facilities;
- (f) effect on customers or the public;
- (g) whether or not injury to persons or property was involved;
- (h) the effect on the Environment; and
- (i) the nature of any inquiry to follow.

12.3.4 Upon request, a Party must provide such other information in respect of the incident to the other Party.

12.4 **Environmental requirements**

12.4.1 The Operator must ensure that no activities are undertaken on a Site which may cause Contamination to the Site or surrounding Environment, result in a spill or deposit of any Contamination which may result in a breach of any Law relating to the Environment.

12.4.2 If reasonably required by Jemena, the Operator must provide Jemena with an environmental assessment report that considers to the fullest extent possible the likely effect of EVCI on the Environment.

12.4.3 The Operator must ensure, and warrants that, it does not cause or permit the Environment to become polluted or the occurrence of an environmental hazard of whatever kind or nature on any of the Sites.

12.4.4 In addition to any rights Jemena may have at law or in equity or otherwise, the Operator must indemnify Jemena and keep Jemena indemnified from and against:

- (a) all Claims, Losses, costs, expenses or liabilities of any nature (including property loss or damage) brought by any person against Jemena, or suffered or incurred by Jemena; and
- (b) actions, fines, prosecutions, clean up orders, orders for costs, costs for clean-up and remedial works to make good any environmental or other damage or other sanctions of whatever nature,

as a result of, in connection with or arising out of, any pollution, Contamination, spill, Environment damage, environmental hazard occasioned to any Site, and which has been caused or permitted by the Operator pursuant to any rights or obligations arising under this Agreement, but will not apply to the extent that:

- (c) a wilful act or omission of Jemena (or its Personnel); or
- (d) negligent, fraudulent or criminal conduct of Jemena (or its Personnel),

contributed to the circumstances giving rise to the Claim, Loss, obligation, duty, liabilities, damage, costs or expenses.

12.5 **Right to Audit**

12.5.1 The Operator must permit Jemena, Jemena's designated representatives or a regulator's representatives' access to the records and data of the Operator from time to time during business hours to perform an audit of those records and data to the extent reasonably necessary to:

- (a) audit the Operator's practices and procedures and the Operator's compliance with clauses 9, 10, 12.1, 12.3 and 12.4; and
- (b) enable Jemena to comply with regulatory requirements.

12.5.2 The Operator must on reasonable notice provide access to any of its Personnel as Jemena may reasonably require for the purposes described above.

12.6 Assistance in relation to Regulatory Requirements

Each Party agrees to provide all reasonable assistance to the other Party to meet relevant regulatory requirements.

13. Emergencies

13.1 Emergency – Response by Jemena

13.1.1 In the case of an Emergency in relation to or affecting a Licensed Facility, Jemena shall, acting reasonably:

- (a) switch off EVCI where reasonably necessary and will provide notice to the Operator as soon as reasonably practicable after taking such action; and
- (b) where removal of the EVCI is required by Jemena, using all reasonable care, move or remove such EVCI as is reasonably necessary and provide notice to the Operator as soon as reasonably practicable after taking such action.

13.1.2 When the Emergency circumstance no longer prevails, Jemena will, as soon as reasonably practical, give notice, which may be given verbally or written, to the Operator that EVCI can be reconnected to the Licensed Facility and the Operator will be entitled to reinstate, replace, power up or reconnect EVCI.

13.1.3 The Operator will bear its own costs of reinstating, replacing, powering up or reconnecting services or equipment unless the Emergency was caused by Jemena.

13.2 Notifications

13.2.1 The Operator must provide Jemena with the name and contact details of the Operator Representative to be contacted in the event of an Emergency.

13.2.2 Jemena must notify the Operator of the Emergency and action undertaken by Jemena as soon as possible after the event.

13.2.3 Where the Operator identifies an Emergency involving a Licensed Facility it must immediately notify Jemena and await further instructions.

13.3 Emergency – Access and Rectification

For the avoidance of doubt, in the event of an Emergency that affects, or relates to, a Site:

13.3.1 Jemena has priority access to the Site;

13.3.2 the Operator must not have access to that Site unless Jemena, acting reasonably, has first advised the Operator that it may do so; and

- 13.3.3 the Operator must comply with Jemena's reasonable directions in relation to the Site.

14. Removal and redevelopment

14.1 Removal of EVCI

- 14.1.1 Where this Agreement is terminated, the Operator must comply with clause 14.3 in respect of all the Licensed Facilities within 30 days of the date of the expiry or termination of this Agreement (or such other time mutually agreed in writing between the Parties).
- 14.1.2 Where the Access Term to a particular Licensed Facility expires or is terminated or the application of this Agreement is terminated in the event of a Site Specific Termination Event or Site Specific Default Event, the Operator must comply with clause 14.3 in respect of the particular Licensed Facility within 30 days of the expiry of the Access Term or notice of termination (or such other time mutually agreed in writing between the Parties).
- 14.1.3 Any removal of EVCI by the Operator must be performed in accordance with:
- (a) this Agreement (including, without limitation, clauses 7, 9 and 10); and
 - (b) the Licence.

14.2 Removal or redevelopment of Facilities

- 14.2.1 Jemena may require the Operator to relocate EVCI during the relevant Access Term to an alternative location (which may be the same or a different Facility) (**New Facility**) if:
- (a) Jemena intends to undertake modifications, refurbishment or construction works on the existing Licensed Facility (that are not covered by paragraph (b) or (c) below) that will affect the Operator's ability to use the existing Licensed Facility or affect the Purpose and the Operator cannot re-install EVCI following the modification, refurbishment or construction works; or
 - (b) required by an applicable Law; or
 - (c) necessary to carry out an electricity distribution function.
- 14.2.2 If Jemena requires the Operator to relocate EVCI to a New Facility:
- (a) Jemena must promptly confirm in writing to the Operator, the Operator's right of access to the New Facility on the terms and conditions contained in this Agreement and provide the Operator such assistance as is reasonably requested, such as providing technical advice and information, details as to site ownership, signing permit applications where the Operator requires site owner's consent, to access the New Facility;
 - (b) Jemena must provide the Operator with at least 60 days prior notice (**Relocation Notice**);

- (c) the Operator must, within 20 Business Days of receiving the notice in clause 14.2.2(a), either:
 - (i) acknowledge in writing its acceptance of the New Facility to Jemena and bear its own costs arising from the relocation of EVCI to the New Facility, and must remove EVCI immediately after the expiry of the notice period set out in the Relocation Notice (or other period agreed in writing); or
 - (ii) notify Jemena in writing of its rejection of the New Facility and remove EVCI immediately at the end of the notice period set out in the Relocation Notice (or other period agreed in writing) in accordance with clause 14.3, in which case Jemena will refund to the Operator, within 60 days of the removal of EVCI from the Volumetric Area, the unutilised portion of the Annual Licence Fees that relates to the Licensed Facility on a pro rata basis. For the avoidance of doubt, the Licence for the original Licensed Facility shall terminate.

14.2.3 Annual Licence Fees will rebate for any period during any relocation that EVCI cannot operate.

14.2.4 Notwithstanding any other provisions in this clause 14.2, if Jemena gives the Operator a Relocation Notice, the Operator may terminate the affected Licence at any time by notice to Jemena.

14.3 **Removal by Operator**

Where the Operator is required to remove EVCI in accordance with clause 14, the Operator must at its cost:

14.3.1 remove all EVCI and all of the Operator's fixtures, cabling and chattels on each Facility; and

14.3.2 arrange for the abolishment of supply and removal of all associated connection assets supplying the EVCI, including any service lines, conductors, cables, fittings, metering equipment or ancillary infrastructure between the Distribution Network and the EVCI,

unless otherwise directed by Jemena.

14.4 **Failure to remove EVCI**

14.4.1 If the Operator fails to comply with clause 14.3 within the applicable period of time specified in clause 14.1.1 or 14.2.2(c) or otherwise, Jemena may at its option and without liability remove and store the EVCI and such fixtures and chattels in a manner as Jemena deems fit, at the risk of the Operator, provided that if clause 14.1.1 applies, Jemena issues the Operator 30 days' prior written notice.

14.4.2 The Operator indemnifies Jemena against any Claim made against Jemena and any Loss, obligation, duty or liability otherwise suffered or incurred by Jemena to the extent caused by Jemena, exercising its rights under clause 14.4.1.

14.4.3 Notwithstanding the expiration of the Term or earlier termination of this Agreement, the Operator's obligations to pay any fees to Jemena under this Agreement solely in connection with the relevant Licensed Facility must continue to be paid until the Operator has complied with the obligations under this clause 14.

15. Co-location

- 15.1 The Operator acknowledges and agrees that Jemena may permit third parties to install equipment on any Facility or Site outside of the Volumetric Area.
- 15.2 The Operator must not allow or agree to the co-location of any facility of any third party at a Licensed Facility or Site without the prior written consent of Jemena (which may be withheld in Jemena's absolute discretion).
- 15.3 Nothing in this clause 15 restricts or limits Jemena in any way from installing Jemena's own equipment on any Facility or Site outside of the Volumetric Area.

16. Metering

The provision of metering and enclosures is the responsibility of the Operator and must conform with:

- (a) applicable Law;
- (b) the VSIR; and
- (c) Jemena's specifications defining allowable metering configurations with regard to design and installation of individual metering equipment.

17. Release and indemnity

17.1 Release

The Operator releases Jemena from all Claims resulting from or in connection with any damage, cost, expense, Loss, death or injury arising from or in connection with the use, access or occupation by the Operator or Operator Personnel of a Facility under this Agreement except to the extent that such Claims arise as a result of Jemena's wilful act, omission, negligence, default or fraudulent and criminal conduct.

17.2 Indemnity

17.2.1 Subject to clauses 17.2.2 and 17.2.3, the Operator indemnifies Jemena against any:

- (a) Claim made against Jemena (including by a third party);
- (b) Loss suffered or incurred by Jemena; and
- (c) obligation, duty or liability otherwise suffered or incurred by Jemena (including to a third party),

arising from or in connection with:

- (i) any defect of EVCI or the improper use of EVCI by the Operator or Operator Personnel at a Facility, or any adverse impacts arising from use of the EVCI at the Facility;

- (ii) any damages, costs, expenses, injury, death or loss suffered or incurred by the Operator, Operator Personnel or any other person arising out of or in connection with the Access Rights;
- (iii) the Operator or Operator Personnel not having the relevant Authorisations to exercise the Access Rights or perform Work under this Agreement;
- (iv) a breach of this Agreement by the Operator or Operator Personnel; or
- (v) any negligent or reckless act or omission, wilful default, fraudulent or criminal conduct of the Operator or Operator Personnel.

17.2.2 The indemnity in clause 17.2.1 does not apply to the extent that:

- (a) a wilful act, omission or default of Jemena (or its Personnel); or
- (b) negligent, fraudulent or criminal conduct of Jemena (or its Personnel),

directly contributed to the circumstances giving rise to the Claim, Loss, obligation, duty or liability.

17.2.3 In respect of any claim made by Jemena under clause 17.2.1 (**Indemnity Claim**), Jemena must:

- (a) advise the Operator in writing of the Indemnity Claim and make reasonable endeavours to do so within 10 Business Days of becoming aware of the Indemnity Claim; and
- (b) as necessarily required, reasonably co-operate with the Operator and the Operator's insurer (at the expense of the Operator) in relation to those proceedings, court actions or negotiations.

For the avoidance of doubt, the matters referred to in this clause 17.2.3 are not required to be satisfied before any Indemnity Claim is made by Jemena and satisfied by the Operator in accordance with clause 17.2.1.

17.3 **No warranties**

17.3.1 Other than the warranties in clause 19.3, the Operator acknowledges and agrees that it has not and will not rely upon any representation, warranty, or undertaking of any kind made on behalf of Jemena in relation to or in any way connected with the subject matter of this Agreement including, without limitation, the fitness of Jemena's Facilities for the Purpose. Jemena does not warrant or represent the accuracy, reliability or completeness of any information or directions provided or disclosed by, or learned from, Jemena or its Personnel concerning the Distribution Network or any part thereof (including any Facility), including information concerning its safety, condition, state of repair or suitability.

17.3.2 The Operator is solely responsible for conducting all necessary inquiries, exercising all due diligence and satisfying itself, relying solely upon its own judgment, as to the safety, suitability, condition, repair, and fitness for purposes of the Distribution Network and any part thereof (including any Facility).

17.4 **Exclusion of liability**

Notwithstanding any other provision of this Agreement and to the fullest extent permitted by Law, in no circumstances will a Party be liable to the other (whether arising in tort (including negligence) contract, in equity, under statute or otherwise) for any Indirect Loss.

17.5 **Liability Cap**

17.5.1 To the maximum extent permitted by Law and notwithstanding any other provision of this Agreement, Jemena's total aggregated liability to the Operator that may arise in connection with this Agreement or a Licence (whether under this Agreement, in tort (including negligence), in equity, under statute or otherwise) in any 12 month period commencing on the Commencement Date or the anniversary of the Commencement Date is limited to the applicable Annual Licence Fees in that 12-month period in respect to the occurrence giving rise to the liability.

17.5.2 The limitation in clause 17.5.1 does not apply to Jemena's liability for or in respect of:

- (a) wilful misconduct, fraud or criminal conduct of Jemena; or
- (b) any claims by any Personnel in respect of personal injury, illness, death, loss or damage to any property caused or contributed to by Jemena.

17.6 **Continuing Obligations**

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties, and subject to statutory time bars, survives termination, completion or expiration of this Agreement.

17.7 **Enforcement**

It is not necessary for a Party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement.

17.8 **Subsequent claims**

The making of a Claim by a Party under an indemnity contained in this Agreement in respect of a particular event does not preclude that Party from subsequently making further Claims under that indemnity in respect of any further loss arising out of the same event for which it has not previously been indemnified.

17.9 **Complaints and escalations**

17.9.1 The Operator is solely responsible for receiving, handling, responding to, managing and resolving all Complaints relating to the EVCI (including Complaints relating to electro-magnetic frequency interference experienced by third parties, which may be caused by the Operator's EVCI), at its own cost.

17.9.2 Without limiting clause 17.9.1, the Operator must ensure its Personnel comply with this clause 17.9 and that appropriate processes are in place to manage and resolve Complaints promptly and professionally.

17.9.3 Jemena has no obligation and no responsibility to:

- (a) manage, investigate, respond to or resolve any Complaint; or
- (b) communicate with any third party about any Complaint,

except to the extent Jemena elects (in its absolute discretion) to do so. For the avoidance of doubt, any action taken by Jemena under this clause does not create any duty of care or other duty on Jemena or relieve the Operator of any of its obligations or liabilities under this Agreement.

17.9.4 The Operator must:

- (a) at all times during the Term, maintain a Complaints Contact;
- (b) within 5 Business Days after the Commencement Date, give Jemena written notice of the Complaints Contact;
- (c) notify Jemena in writing of any change to the Complaints Contact details 2 Business Days prior to the change taking effect; and
- (d) ensure the Complaints Contact is available during business hours (9 am to 5 pm Melbourne time) and that messages left outside those hours are monitored and responded to as soon as reasonably possible.

17.9.5 Jemena may (but is not obliged to) refer or forward any Complaint it receives to the Operator by notifying the Complaints Contact.

17.9.6 If Jemena incurs any Loss in connection with a Complaint (including internal costs and external advisor costs) because the Operator has failed to comply with this clause, the Operator must reimburse Jemena for that Loss on demand.

17.9.7 For the avoidance of doubt, the Operator's failure to comply with this clause 17.9 will amount to a material breach of this Agreement.

18. Insurance

18.1 Operator duty to arrange insurance

18.1.1 The Operator must:

- (a) procure and maintain:
 - (i) general public and products liability insurance. This public liability insurance must be for at least \$20 million per occurrence and the products liability must be a minimum of \$20 million in the aggregate, or such higher amount as would be prudent for the Operator to maintain from time to time. If Jemena, acting reasonably, considers the market for insurance for similar Licensed Facilities requires a higher insurance amount, Jemena may request the Operator to increase the insurance amount, accompanied with evidence supporting this requirement. In the event of a dispute the parties will resolve the matter under clause 26;
 - (ii) motor vehicle insurance – this insurance must be for a minimum of \$20 million for third party property damage.
 - (iii) its self-insurance licence for workers compensation liabilities covering the Operator and all of its employees; and
 - (iv) other insurances which are required by Law in connection with each Licensed Facility.

- (b) on each anniversary of the Commencement Date, upon request, provide Jemena with a certificates of currency in relation to the insurances in clause 18.1.1(a)(i) and a confirmation letter in relation to the insurance specified in sub-clause 18.1.1(a)(ii); and
 - (c) notify Jemena immediately if:
 - (i) an insurance policy required by sub-clause (a) is cancelled and not replaced; and
 - (ii) the Operator ceases to hold the self-insurance licence referred to in sub-clause 18.1.1(a)(iii).
- 18.1.2 Each insurance policy required by sub-clause 18.1.1(a) must be in force for each Facility on the Commencement Date and remain in force until the Expiry Date and any additional period during which the Operator occupies or uses the Facility.
- 18.1.3 The Operator must ensure that each insurance policy required under this Agreement is placed with a reputable insurer that is authorised by the Australian Prudential Regulation Authority to carry on general insurance business in Australia, or is otherwise approved by Jemena acting reasonably. Jemena may require the Operator provide evidence that the insurer has a financial strength rating of at least A- or equivalent from an internationally recognised insurance financial strength rating agency.

19. Warranties

19.1 Warranties by Operator

The Operator warrants and agrees for the benefit of Jemena that:

- 19.1.1 Jemena may allow other parties access to Jemena Facilities, where space permits and subject to the terms of this Agreement;
- 19.1.2 subject to the terms of this Agreement, EVCI will not adversely interfere with Jemena equipment, or any pre-existing equipment of a third party located on a Site or Jemena or the third party's use of, or access to, that pre-existing equipment;
- 19.1.3 the execution of this Agreement by the Operator has been properly authorised;
- 19.1.4 the Operator has full corporate power to execute, deliver and perform its obligations under this Agreement;
- 19.1.5 this Agreement constitutes a legal, valid and binding obligation of the Operator.

19.2 Undertakings by Operator

- 19.2.1 The Operator must not lodge or cause or permit to be lodged any caveat on the Certificate of Title for the Facilities and indemnifies Jemena against and in respect of all and any actions, Claims, demands, Losses, damages, costs and expenses which Jemena may suffer or incur in in connection with the lodgement, removal or withdrawal of any such caveat.
- 19.2.2 Subject to clause 23, the Operator must not register or permit to be registered any security interest against Jemena or the Facility and must indemnify Jemena against and in respect of all and any actions, Claims, demands, Losses, damages, costs

and expenses which Jemena may suffer or incur in respect registration, removal or withdrawal of any such security interest.

19.3 Warranties by Jemena

Jemena warrants and agrees for the benefit of the Operator that:

- 19.3.1 it is empowered to enter into this Agreement and to grant the Operator all rights in relation to the Facilities as contained in this Agreement;
- 19.3.2 the execution of this Agreement has been properly authorised;
- 19.3.3 Jemena has full corporate power, rights, title, licences, authorisations, consents and other approvals necessary to execute, deliver and perform its obligations under this Agreement;
- 19.3.4 this Agreement constitutes a legal, valid and binding obligation of Jemena;
- 19.3.5 it holds all licences, permits, consents and Authorisations required under any Law in relation to the Facility and will continue to do so at all times during the term of this Agreement (other than any licences, permits, consents or Authorisations required to permit the Operator to access any Site); and
- 19.3.6 it has title to all goods, equipment and materials provided by it in connection with the Facility.

19.4 EVCI not a fixture

Notwithstanding any other provision of this Agreement:

- 19.4.1 EVCI does not constitute a fixture on any land on which it is located; and
- 19.4.2 title in EVCI remains with the Operator at all times and does not pass to Jemena or any third party.

20. Fees and payment

20.1 Fees

The Operator must pay to Jemena:

- 20.1.1 the Application Review Fee and Annual Licence Fees as specified in Schedule 2; and
- 20.1.2 any other payments required in accordance with this Agreement.

20.2 Interest on late payments

The Operator must pay to Jemena on demand interest on any money payable by the Operator under this Agreement and remaining unpaid for 20 Business Days after notice from Jemena that monies are unpaid at the due date at the rate per annum equal to the sum of the 90 day bank bill swap reference rate as determined by the Australian Stock Exchange Benchmarks, on or as near as possible to, the due date. Interest will be calculated from the date on which that payment became due.

20.3 **Method of payment**

The Operator must make all payments under this Agreement by electronic funds transfer (**EFT**) to the account nominated in of the Agreement Particulars. Jemena may notify another account in Australia to which payment may be made by EFT to replace the account stated in Item 7 of the Agreement Particulars. The notification must be given at least 30 days prior to the date for payment of the Annual Licence Fee. Payment by EFT by the Operator's banker to the relevant nominated account by the due date is a full discharge for the payment.

20.4 **Payment terms**

The Operator must pay to Jemena any fees in accordance with the terms of this Agreement, and if not specified, such fees are payable within 30 Business days of receipt of the relevant invoice. The Operator acknowledges and agrees that, unless expressly stated otherwise in this Agreement, payments made by the Operator under this Agreement are non-refundable.

20.5 **Price Reviews**

20.5.1 With effect from 30 June 2026, and each following 30 June (the **Review Date**), each amount listed in Schedule 2 will be increased by the greater of:

(a) CPI increase; or

(b) 5%,

compounding on each anniversary of the Review Date.

20.5.2 When calculating CPI increase, the applicable ratio is:

$$CPI\ Increase = \frac{A}{B}$$

where:

A = the Consumer Price Index *All Groups Melbourne* last published by the Australian Bureau of Statistics before June 30, Review Date; and

B = the Consumer Price Index *All Groups Melbourne* last published by the Australian Bureau of Statistics before the Review Date preceding the relevant Review Date, except that in the case of the first Review Date, B = the Consumer Price Index *All Groups Melbourne* at the date of this Agreement.

20.6 **Payment of increased Fees**

The Operator must pay to Jemena any increased Fees on and from the relevant Review Date regardless of whether or not Jemena has given a notice specifying the increased Fees.

20.7 **Disputed invoices**

If an invoice is disputed by the Operator in good faith, the Operator must pay the undisputed portion of that invoice. To the extent the dispute is resolved in favour of Jemena, the amount to be paid or credited in Jemena's favour will bear interest from the due date until payment, at the interest rate described in clause 20.2.

20.8 **Outgoings attributable to EVCI**

If Jemena incurs Outgoings in respect of the Licensed Facilities, the Sites and/or EVCI which is attributable to the exercise by the Operator of its rights and entitlements under this Agreement and/or a Licence (being a cost which Jemena would not have otherwise incurred but for the exercise of those powers) then the Operator must reimburse and indemnify

Jemena in respect of such Outgoings to the extent that the Outgoings are attributable to the exercise by the Operator of its rights and entitlements under this Agreement and/or a Licence.

20.9 Change in Electricity Laws

20.9.1 Jemena may, with 30 Business days written notice to the Operator, adjust the payments and fees under this Agreement by an amount reasonably reflecting increased costs to Jemena as a result of a Change in Electricity Law Event (unless Jemena is prohibited by Electricity Law, applicable regulatory instruments or any other Law applying at that time from recovering that amount from the Operator).

20.9.2 For the purposes of this clause 20.9, Change in Electricity Law Event means the occurrence of any one or more of the following:

- (a) the enactment of any new Electricity Law;
- (b) the repeal, modification or re-enactment of any existing Electricity Law;
- (c) a change in the official interpretation or application of any Electricity Law;
or
- (d) the commencement of any Electricity Law which has not yet entered into effect,

21. GST

21.1 Payments Exclusive of GST

Unless expressly stated otherwise, all payments or other consideration paid or payable under this Agreement are exclusive of GST.

21.2 Payment of GST

If a supply made under or in connection with this agreement is a taxable supply, Jemena may increase the consideration for that supply under this agreement by the amount of GST payable.

21.3 Tax Invoice

If the Operator is required to pay GST in respect of a supply under clause 21.2, Jemena must provide the Operator with a tax invoice in relation to the supply as prescribed in the GST legislation. Where Jemena does not issue a tax invoice prior to the payment of consideration, the Operator is not required to pay the amount of the supply or GST until 30 days after receipt of a tax invoice.

21.4 Late Payment

If Jemena becomes subject to penalties or interest resulting from late payment of GST because of the Operator's failure to comply with this clause, then the Operator must pay on demand an additional amount equal to the amount of those penalties and interest.

21.5 Input Tax Credits

If a payment to Jemena under this Agreement is a reimbursement, then the payment will be reduced by the amount of any input tax credit to which Jemena is entitled for that expense.

22. Confidentiality

22.1 Obligation of confidence

Where a Party receives Confidential Information from the other Party under this Agreement or otherwise in connection with the Work, the receiving Party must:

- 22.1.1 keep the Confidential Information confidential;
- 22.1.2 not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this Agreement;
- 22.1.3 not, without the other Party's written consent, disclose Confidential Information to any person other than its Personnel who need the information for the purposes of this Agreement; and
- 22.1.4 establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure.

22.2 Further permitted use and disclosure

Notwithstanding clause 22.1, a Party may use or disclose Confidential Information to the extent necessary to:

- 22.2.1 comply with any law, binding directive of a regulator or a court order;
- 22.2.2 comply with the listing rules of any stock exchange on which its securities or any of its parent entities securities are listed;
- 22.2.3 obtain professional advice in relation to matters arising under or in connection with this Agreement;
- 22.2.4 to disclose information to a Related Body Corporate; or
- 22.2.5 contractors engaged by the Operator to carry out obligations under this Agreement provided the Operator requires the contractors to keep confidential the Confidential Information as if the contractor were a party to this Agreement and bound by this clause (provided any failure by a contractor to keep Confidential Information confidential is deemed to be a breach by the Operator of clause 22.1).

22.3 Exclusions

22.3.1 Clauses 22.1 and 22.2 do not apply to information which:

- (a) is in or becomes part of the public domain otherwise than through breach of an obligation of confidence;
- (b) was known to a Party at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; or
- (c) the Party acquires independently from another person where that person was entitled to disclose it.

22.3.2 The Parties acknowledge that Confidential Information will not be regarded as being in the public domain by reason only of the fact that some portion of it is public or that information is publicly available which, together with other information, could be used to reproduce the Confidential Information.

22.4 Co-operation

Each Party must co-operate with the other Party to protect the confidentiality of the other Party's Confidential Information or enforce that other Party's rights in relation to its Confidential Information.

22.5 Termination

On termination of this Agreement, to the extent permitted by Law, each Party must as soon as practicable return to the other Party or, at the option of the other Party, destroy all copies, in whatever medium, of that other Party's Confidential Information.

22.6 No Offshoring

Notwithstanding anything in this Agreement, the Operator must not transmit, disclose access or store any of Jemena's Sensitive Operational Information outside Australia, or allow any person outside Australia to have access to it, without Jemena's prior approval and on such additional terms as Jemena sees fit.

22.7 Public announcements

Unless required by Law, an announcement, circular or other public disclosure of the contents of this Agreement or the arrangements contemplated under it must not be made or permitted by a Party without the prior written approval of the other Party.

23. Assignment

23.1 Operator assignment prohibition

The Operator may not assign, sublicense or otherwise hold or transfer the benefit of this Agreement (including any or all Licences) or novate any of its rights or obligations under this Agreement without Jemena's prior written consent (which will not be unreasonably withheld).

23.2 Jemena assignment

Jemena may assign, transfer or novate any or all of its rights and obligations under this Agreement without obtaining the Operator's prior consent provided Jemena procures at Jemena's cost a deed from the in-coming party in favour of the Operator agreeing to be bound by this Agreement (and/or any Licence as the case may be) as if that party was Jemena. The Operator acknowledges that a deed will not be necessary where there is a transfer pursuant to a statutory vesting of Jemena's assets.

24. Termination

24.1 Site Specific Termination

24.1.1 A Site-Specific Termination Event occurs in relation to a particular Licensed Facility if:

- (a) the Licensed Facility is damaged or destroyed or there is interruption to access to the Licensed Facility so as to render the Licensed Facility or any part of the Licensed Facility wholly or substantially unfit for the Purpose and otherwise unfit for the occupation or use of the Operator or inaccessible by any usual means of access;

- (b) a third party's equipment materially interferes with the EVCI;
- (c) the Operator does not install any EVCI on the Licensed Facility within 12 months of the Licence of that Licensed Facility being issued;
- (d) the Licensed Facility is rendered unfit for the Purpose or the operation of EVCI by reason of the emergence of significant physical or radio interference;
- (e) the Licensed Facility is found to be in breach of the Law (including, without limitation, the VSIR or VESI code) due to the EVCI and the Operator has not, after receiving written notice from Jemena instituted remedial action as required by Jemena within a reasonable time; or
- (f) a third party required consent, licence or permit for the installation, operation or maintenance of the Operator network or for the Purpose for that Licensed Facility is:
 - (i) rejected;
 - (ii) granted to the Operator on terms and conditions unacceptable to the Operator in its absolute and unfettered discretion; or
 - (iii) is cancelled, lapses or is otherwise terminated despite the reasonable endeavours of the Operator.

For the avoidance of doubt, notification that the EVCI's is in breach of Law, or instruction to comply with the Law by a relevant Authority or other third party, is not a third party required consent, licence or permit.

24.1.2 If a Site-Specific Termination Event occurs:

- (a) the Operator may terminate the Licence of that Licensed Facility by written notice to Jemena; and
- (b) except in the case of a Site-Specific Termination Event under clause 24.1.1(c), 24.1.1(e), or 24.1.1(f); provided Operator has provided evidence reasonably satisfactory to Jemena that the Operator has removed EVCI from the Licensed Facility, the Operator is entitled, on a pro-rata basis, to reimbursement from Jemena within 90 days of the written notice pursuant to 24.1.2(a) and/or clause 24.6 for any prepaid Annual Licence Fees paid in relation to that Licensed Facility for the period beyond the termination date.

24.1.3 Without limiting clause 24.1.2:

- (a) the Operator may immediately terminate the Licence as it applies to a Licensed Facility if Jemena commits a material breach of this Agreement as it applies to that Licensed Facility and:
 - (i) such breach is capable of being remedied, but Jemena has not remedied that breach within 30 Business days of being required so to do by notice from the Operator; or
 - (ii) such breach is not capable of being remedied.
- (b) the Operator may also terminate any Licence upon giving 90 Business Days' notice to Jemena. For the avoidance of doubt, the Operator will not

be entitled to any reimbursement of the Annual Licence Fees paid in advance, if it exercises its right to terminate a Licence under this clause 24.1.3(b).

24.2 Site specific default

24.2.1 A **Site-Specific Default Event** occurs if the Operator commits a breach of any of its obligations under this Agreement in respect of an individual Licensed Facility (as opposed to a term of this Agreement which does not relate to a specific Licensed Facility) and:

- (a) such breach is capable of being remedied, but the Operator has not remedied that breach within a reasonable period having regard to the nature of the breach but no later than 30 Business days of being required so to do by notice from Jemena; or
- (b) such breach is not capable of being remedied.

24.2.2 Jemena may terminate the Licence for that Licensed Facility by notice if it is the subject of a Site-Specific Default Event.

24.3 Effect of site-specific termination

24.3.1 The termination of the Licence for that Licensed Facility under clauses 24.1 or 24.2 is:

- (a) without prejudice to any right or liability of either Party in relation to any cause of action accruing prior to the termination; and
- (b) does not affect the Agreement's application to the remaining Licensed Facilities.

24.3.2 If the Licence for that Licensed Facility is terminated pursuant to clauses 24.1 or 24.2, the Operator must as soon as practicable and no later than 1 month after the date of termination, at its cost:

- (a) comply with clause 14.3; and
- (b) restore the condition of the Licensed Facility to the reasonable satisfaction of Jemena, fair wear and tear excepted.

24.4 Termination of Agreement by the Parties

Either Party may terminate this Agreement on the Expiry Date by written notice given to the other Party at least 60 days prior to the Expiry Date.

24.5 Termination of Agreement by Operator

The Operator may immediately terminate this Agreement by written notice to Jemena if any of the following occurs:

- 24.5.1 Jemena is the subject of an Insolvency Event;
- 24.5.2 Jemena ceases, or indicates that it is about to cease, carrying on its business;
- 24.5.3 Jemena commits a material breach of this Agreement (that does not apply to an individual Licensed Facility) and has not remedied that breach (to the extent that it

can be remedied) within 45 days of being required to do so by notice from the Operator; or

- 24.5.4 Jemena commits a material breach of this Agreement, and that breach cannot be remedied.

24.6 **Termination of Agreement by Jemena**

- 24.6.1 Jemena may immediately terminate this Agreement by written notice to the Operator if any of the following occurs:

- (a) the Operator is in breach of this Agreement (that does not apply to an individual Licensed Facility) and does not remedy the breach (to the extent that it can be remedied) within 30 Business days after receiving a written notice from Jemena specifying the breach and requiring it to be remedied;
- (b) the Operator is in material breach of a term of this Agreement which cannot be remedied;
- (c) Operator is the subject of an Insolvency Event;
- (d) Operator ceases carrying on its business; or
- (e) the Operator enters into an arrangement or compromise with, or assignment for the benefit of, all or any class of its creditors, members, board or a moratorium involving any of them.

- 24.6.2 Demand or acceptance of any moneys due under this Agreement by Jemena after termination does not operate as a waiver of the termination.

24.7 **Effect of Termination**

- 24.7.1 Termination of this Agreement will not prejudice any right of action, liability or remedy which may have accrued to either Party prior to the termination.

- 24.7.2 All Licences terminate on termination of this Agreement.

24.8 **Removal**

The Operator must (at its cost) comply with clause 14 in the event:

- 24.8.1 this Agreement is terminated or expires, and all Licences are terminated or expires;
or

- 24.8.2 a Licence is terminated.

25. **Force majeure**

25.1 **Initial consequences**

If a Party is wholly or partially unable to perform its obligations because of a Force Majeure Event, then:

- 25.1.1 as soon as practicable after the Force Majeure Event, it must give the other Party particulars of the Force Majeure Event, the extent to which the Party is prevented from performing their obligations, the steps being taken to mitigate the effects of

the Force Majeure Event and the time the Party expects to be delayed in complying with their obligations due to the Force Majeure Event;

25.1.2 the performance of the obligations directly affected by the Force Majeure Event will be suspended for the duration of the delay arising directly out of and limited to the extent of the Force Majeure Event; and

25.1.3 both Parties must continue to perform the balance of their other obligations under this Agreement (including the obligation to pay money under the Agreement) that remain unaffected by the Force Majeure Event (if any) to the extent reasonably practicable.

25.2 **Good faith negotiations**

If the Force Majeure Event continues more than one month (30 days) after the notice given under clause 25.1, the Parties must meet to discuss in good faith a mutually satisfactory resolution to the problem.

25.3 **Termination**

If the Parties are unable to agree on amendments to this Agreement for a mutually satisfactory resolution to the problem referred to in clause 25.2 within 10 Business Days of commencing negotiations:

25.3.1 Jemena may cease to provide access to the Facility affected by the Force Majeure Event permanently or for as long as Jemena believes appropriate; or

25.3.2 either Party may terminate this Agreement in whole, or to the extent that it relates to the Facilities affected by the Force Majeure Event, on 5 Business Days written notice in which case the Operator is entitled to reimbursement within a further 90 days for the prepaid portion of any Annual Licence Fees paid in relation to the Licensed Facilities on a pro rata basis.

26. **Dispute Resolution**

26.1 **Procedure for resolving Disputes**

26.1.1 Unless otherwise expressly provided in this Agreement, the Parties agree that any Dispute must be resolved in accordance with this clause 26.

26.1.2 If a Dispute arises then either Party may give notice (**Dispute Notice**) to the other which must be in writing, state that it is a notice under this clause 26 and include or be accompanied by particulars of the Dispute.

26.2 **Negotiation**

26.2.1 Within 5 Business Days of a Dispute Notice being received by the other Party, the Dispute must be referred to nominated representatives of each Party (in each case having the necessary authority to resolve the Dispute on behalf of each Party) (**Dispute Representatives**).

26.2.2 The Dispute Representatives must meet and use all reasonable endeavours to resolve the Dispute within 20 Business Days of the date on which the Dispute Notice is received (or such later date as the Dispute Representatives may agree). The joint decision (if any) of the Dispute Representatives must be documented in writing and signed by both persons.

26.3 Arbitration

- 26.3.1 If the Dispute Representatives are unable to agree to resolve the Dispute within the period specified in clause 26.2.2, either Party may notify the other Party that they are referring the dispute to arbitration.
- 26.3.2 The Parties must use reasonable endeavours to agree the arbitrator, and if they fail to agree within 10 Business Days, the arbitrator shall be nominated by the Chairman of the Institute of Arbitrators Australia of Victoria, or their nominee, who shall appoint an arbitrator with experience in the relevant field of the dispute. The arbitrator's fee will be borne equally by the Parties. The arbitrator's award is final and binding.
- 26.3.3 Nothing in this clause 26 shall prejudice the right of a Party to seek urgent injunctive or declaratory relief for any matter in connection with this Agreement.

27. Notices

27.1 Delivery of notice

- 27.1.1 A notice or other communication required or permitted to be given to a Party under this Agreement must be in writing and may be delivered:
- (a) personally, to the Party;
 - (b) by leaving it at the Party's address;
 - (c) by posting it by prepaid post addressed to the Party at the Party's address;
or
 - (d) by electronic mail to the Party's email address.
- 27.1.2 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

27.2 Particulars for delivery

- 27.2.1 The address and email address of each Party are set out in the Agreement Particulars (or as notified by a Party to the other Party in accordance with this clause).
- 27.2.2 A Party may change its address or email address by giving notice to the other Party.

27.3 Time of service

A notice or other communication is deemed delivered:

- 27.3.1 if delivered personally or left at the person's address, upon delivery;
- 27.3.2 if posted within Australia to an Australian address, 6 Business Days after posting and in any other case, 10 Business Days after posting;
- 27.3.3 if delivered by electronic mail, subject to clauses 27.3.4 and 27.3.5, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;

- 27.3.4 if received after 5.00pm in the place it is received, at 9.00am on the next Business Day; and
- 27.3.5 if received on a day which is not a business day in the place it is received, at 9.00am on the next Business Day.

28. General

28.1 Governing law

This Agreement is governed by the law applying in Victoria and the Parties submit to the exclusive jurisdiction of the courts of Victoria.

28.2 Variation

Unless otherwise set out in this Agreement, this Agreement may only be varied by a document executed by the Parties.

28.3 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

28.4 Entire agreement and no reliance

28.4.1 This Agreement:

- (a) constitutes the entire agreement between the Parties; and
- (b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a Party (or an agent of a Party) prior to entering into this Agreement.

28.4.2 The Parties acknowledge that in entering into this each Party has not relied on any representations made by the other Party (or its agents or employees) other than matters expressly set out in this Agreement.

28.5 Severability

28.5.1 Any provision of this Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

28.5.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Agreement that is unlawful or unenforceable will be severed from this Agreement and the remaining provisions continue in force.

28.6 Waiver

The failure of a Party at any time to insist on performance of any provision of this Agreement is not a waiver of the Party's right at any later time to insist on performance of that or any other provision of this Agreement.

28.7 Survival and enforcement of indemnities

28.7.1 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties and subject to its statutory time bar, survives termination of this Agreement.

28.7.2 It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

28.8 No merger

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion of the transactions contemplated by this Agreement.

28.9 Business Day

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

28.10 No partnership

This Agreement does not create or evidence a partnership or joint venture.

28.11 Contractors

28.11.1 Sub-contracting of any of the Operator's rights and obligations under this Agreement will not relieve Operator of its obligations to Jemena under this Agreement and the Operator will be fully responsible to Jemena for the acts and omissions of its contractors and their employees.

28.11.2 Where a provision of this Agreement imposes an obligation on the Operator or states certain consequences with respect to acts or omissions of the Operator, then the Operator must ensure that its contractors comply with that provision as though all references to the Operator in that provision included a reference to the Operator contractors.

28.11.3 The Operator must ensure that any contractors take out and maintain:

- (a) public liability insurance for at least \$20 million per occurrence; and
- (b) motor vehicle insurance for a minimum of \$20 million for third party property damage.

28.12 Set off

Jemena may deduct any moneys due from Operator under this Agreement from any amount Jemena is required to pay Operator under this Agreement.

28.13 Survival

Clauses 1, 10, 14.1, 17, 19, 22, 24, 26, 27 and 28 survive termination or expiry of this Agreement.

28.14 Agreement overrides Code.

To the extent there are inconsistencies between this Agreement and the Code, the provisions of this Agreement will prevail.

Schedule 1 Agreement Particulars

Item 1. Operator Details

Address: [Insert Address]

Telephone: [Insert Telephone]

Emergency contact details: [Insert Contact Details]

Email: [Insert Email]

Representative: [Insert Name of Representative]

Item 2. Jemena Details

Address: Level 16, 567 Collins Street, Melbourne, Victoria, 3000

Email:

Representative:

Item 3. Commencement Date:

The date determined by clause 2.1 of this Agreement.

Item 4. Term

2 years from the Commencement Date

Item 5. Annual Licence Fee

Calculated in accordance with Schedule 2.

Item 6. Make Ready Works Fee

Calculated in accordance with the Australian Energy Regulator's (**AER**) approved methodology for charging for ancillary network services for the 2026-2031 period, and any replacement methodology determined by the AER.

Item 7. Nominated Account

Bank: Westpac Banking Corporation

Account Name: Jemena Electricity Networks (VIC) Ltd

BSB No: 032-099

Account No: 377014

Email remittance advice to:
accounts.receivable@jemena.com.au

Schedule 2 Fees

Table 2.1 – Fees

Fees payable by the Operator to Jemena

Fee Description	Amount (ex GST), (ex CPI)
<u>Application Review Fee</u> Per Facility (per Pole)	Subject to negotiation
Annual Licence Fee Per Licensed Facility (per Pole)	\$750 per Licensed Facility

All fees stated in CY2026 terms and subject to Price Review increases as set out in clause 20.5.

Schedule 3 Accreditation Requirements

Personnel installing EVCI to Jemena Facilities must complete VESI “Installation & Maintenance of Attachments on Distribution Company Poles” training and any Jemena-specified inductions. Training must be provided by an RTO who has demonstrated experience in the subject matter. The Operator must maintain competency records and provide them upon request.

[Microsoft Word - VESI Training module Installation and Maintenance of Attachments on Distribution Company Poles V1.doc](#)

Schedule 4 Approved Equipment and Installation Standard

For the purposes of this Agreement the approved EVCI standards, and Service & Installation Rules provided by the Victorian Electricity Supply Industry (VESI), including Victorian Service & Installation Rules (VSIR).

A. **VESI:** [Shared Use](#)



VESI_Poles_Code_-_30Nov2020.pdf

B. **VSIR** <https://www.victoriansir.com.au/>



VSIR_A3_2022 with FAQ V2.pdf

Note: The following Approved/Not Suitable Structures section is not relevant to installation of integrated pole EV chargers.

Approved Structures

Pole mounted chargers can be installed to LV poles incorporating intermediate, strain and termination construction (Can include HV circuit on pole), including any of the following:

Poles incorporating LV isolation point (LV isolators, LV bridges or FSD)

Note: 2.4m clearance is required between top of pole mounted EV charger and FSD.



LV Isolators



FSD

Stayed structures
(with insulator
installed)



Streetlight
installed to pole



Poles deemed not suitable for pole mounted charger installation

Substation Pole	
Poles incorporating HV isolators or switch	 HV Isolators  HV Gas Switch

Limited life or unserviceable poles (identifiable through 'X' markings)	
Staked poles	

HV/LV cablehead poles	 HV Cablehead shown
Poles with pole to pit installed Note: Special consideration can be made for the use of a pole if the Operator can prove that 2.4m clearance will be available between the FOLCB and associated wiring (not in conduit), and the top of the pole mounted EV charger	FOLCB 

Jemena Pole Mounted EV Charger Standard

[To Insert]

Schedule 5 Licence

A licence under clause 3 of this Agreement will be made available via email to the Operator following successful completion of the application and design vetting process:

The following pages are for illustration purposes only and present the current format of the licence as at the Commencement Date, which format may be amended by Jemena from time to time in accordance with its reasonable commercial requirements:

Pole Rental Licence

Pole Rental Licence Number	Facility ID	Operator

NOTE TO JEMENA OFFICE ADMINISTRATION

- 1 Transpose executed offer letter particulars,
- 2 Provide this licence to Operator, and attach corresponding executed offer letter

In accordance with the Agreement between Jemena and the Operator dated [] this Licence records the granting of a licence upon the terms set out in the Agreement and the following particulars in this Licence:

Offer Item Number	Item Description	Item Details
1	The Operator's Details (Applicant)	Name: Street Address Telephone: Email: Operator Contact:
2	Jemena Authorised Representative	Name: Position: Email:
3	Licensed Facility	Facility ID: Description of Facility:
4	Site	Closest Street Address for above Facility ID: Nearest intersecting street (if applicable):
5	Access Offer Number	
6	Commencement Date	
7	Expiry Date	
8	Term	
9	Equipment Type Description	
10	Annual Licence Fee	Annual Licence Fee Value Fee Payable this Financial Year
11	Make Ready Works	Does the attachment of Operator's Equipment to the Facilities require Make Ready Work? Y/N
12	Make Ready Works Offer Summary (if Applicable)	MWR Quote / Offer Number: Scope of Works (Summary): Proposed Start Date: Expected Conclusion Date

APPENDICES to be attached to this document

A	Appendix A – Operator’s Equipment	
B	Appendix B – Site Specific Design Drawing(s)	
C	Appendix C – Make Ready Works Offer	

Signing Page

Executed by the Parties as an Agreement

Executed by **Jemena Electricity Networks (Vic) Ltd ABN 82 064 651 083** by its duly authorised representative in the presence of:

Signature of Authorised Representative

Date

Full name of Authorised Representative

Executed by **[Operator Name]** in accordance with Section 127 of the Corporations Act 2001:

Signature of director

Signature of director/company secretary

Name of director

Name of director/company secretary

Date

Date