

**Augmentation Agreement**

between

**CitiPower Pty**

and

**The Customer**

## Augmentation Agreement

**This Agreement** is made

**Between**

**CitiPower Pty** (ACN 064 651 056) of 40 Market Street, Melbourne, Victoria ("CitiPower"); and

**The Customer** (named in Schedule 1 of this Agreement) (the "Customer").

**Recitals**

CitiPower has offered and the Customer has accepted CitiPower's offer to construct the Works or arrange the construction of the Works in accordance with this Agreement.

**Operative provisions**

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Agreement, unless a contrary intention appears:

**"AEMO"** means the Australian Energy Market Operator Limited ACN 072 010 327 and includes any body which is the successor to the administrative responsibilities of that company.

**"Agreement for Lease"** means an agreement for lease of substation to be entered into between CitiPower and the Registered Proprietor in the form attached as Annexure A (if any).

**"Builder's Point of Supply"** means a temporary supply provided by CitiPower to assist the construction of the building Works as specified in item 14 of Schedule 1 (if any).

**"Builder's Point of Supply Construction Charge"** means the charge payable by the Customer for Builder's Point of Supply as specified in item 14 of Schedule 1 (if any).

**"Business Day"** means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

**"Charges"** means the charges to be paid by the Customer in accordance with clause 5 and specified in item 10 of Schedule 1.

**"CitiPower's Responsible Officer"** means the person specified in item 12 of Schedule 1.

**"Code"** means any code, order, or other instrument applying from time to time to the Victorian region of the National Electricity Market, whether pursuant to statute, an order or certification of the ESC or otherwise.

**"Commencement Date"** means the date this Agreement is executed by both parties.

**"Construction Design"** means the plans and instructions describing the physical work required on CitiPower's electrical network to connect the Customer's installation.

**"Construction Program"** means the construction program for the Works prepared by CitiPower in accordance with clause 4.2 and as specified in item 4 of Schedule 1.

**"Construction Start Date"** means the date specified in the Construction Program for commencement of the Works.

**"Customer's Responsible Officer"** means the person specified in item 13 of Schedule 1.

**"Date of Completion"** means the date specified in the Construction Program and/or item 4 of Schedule 1 for completion of the Works.

**"Deemed Distribution Contract"** means CitiPower's Deemed Electricity Distribution Contract under section 40A of the *Electricity Industry Act (Vic) 2000*.

**"Drawings"** means the drawings (if any) set out in Schedule 2.

**"Electricity Distribution Code"** means the code of that name issued by the ESC pursuant to the *Electricity Industry Act (Vic) 2000*.

**"Electricity Law"** means the Codes, the *Electricity Industry Act (Vic) 2000* and regulations under that Act, the *Electricity Safety Act (Vic) 1998* and regulations under that Act, the *Essential Services Commission Act (Vic) (2001)* and regulations and determinations under that Act, the *National Electricity (Victoria) Act (Vic) 2005* and the National Electricity Law, the Deemed Distribution Contract and any other law, statute, regulation, proclamation, order in council, direction, tariff, guideline or standard which can be enforced by law or by a regulatory authority against a participant in the Victorian region of the National Electricity Market.

**"ESC"** means the Essential Services Commission under the *Essential Services Commission Act (Vic) 2001*, or any body which assumes its functions.

**"Land"** means the land specified in item 2 of Schedule 1.

**"Lease Substation"** means a lease of the substation the subject of the Works in favour of CitiPower in the form attached as Annexure A (if any).

**"Maximum Capacity"** means the rate specified in item 6 of Schedule 1.

**"National Electricity Law"** means the National Electricity Law which applies in Victoria as a result of the operation of section 6 of the *National Electricity (Victoria) Act (Vic) 2005*.

**"National Electricity Market"** means the market for wholesale trading in electricity operated by AEMO under the National Electricity Law and the National Electricity Rules.

**"National Electricity Rules"** means the rules made under the National Electricity Law.

**"Point of Supply"** means the point of supply specified in item 3(b) of Schedule 1.

**"Premises"** means the premises within the Land upon which the Works will be constructed.

**"Registered Easement"** means an easement in favour of CitiPower in the form attached as Annexure A (if any).

**"Registered Proprietor"** means the registered proprietor of the Land and if more than one, includes all registered proprietors of the Land.

**"Special Conditions"** means the Special Conditions (if any) provided in item 14 of Schedule 1.

**"Specification"** means the details specified in item 5 of Schedule 1.

**"Term"** has that meaning given to it in Clause 2.

**"Variation to Lease Substation"** means a written variation to the Lease Substation in the form attached as Annexure A (if any).

**"Works"** means the works to be completed pursuant to this Agreement specified in item 3(a) of Schedule 1 and, if provided, as set out in the Drawing.

## 1.2 Interpretation

### (a) General

In this Agreement (including the Recitals) unless a contrary intention appears:

- (i) the singular includes the plural and vice versa and reference to a gender includes other genders;
- (ii) a reference to any legislation or statutory instrument includes a reference to that legislation or statutory instrument as amended, modified, re-enacted and replaced from time to time, any rulings, regulations, guidelines or codes made or issued under or in relation to that legislation or statutory instrument;
- (iii) a reference to a person includes a corporation, firm or body of persons recognised by law and that person's successors, assigns and legal personal representatives;
- (iv) other grammatical forms of defined words or phrases have corresponding meanings;
- (v) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Agreement;
- (vi) a reference to this Agreement includes a reference to any schedules and annexures to this Agreement;
- (vii) a reference to a document includes a reference to that document as amended or replaced from time to time;
- (viii) a reference to a month means a calendar month;
- (ix) a reference to money (including a reference to dollars and expressions preceded by the symbol "\$") is a reference to Australian currency;
- (x) a reference to writing includes all means of representing or reproducing words, figures or symbols in a permanent and visible form; and
- (xi) no term or provision of this Agreement is to be construed against a party on the basis that the Agreement or the term in question was put forward or drafted by or on behalf of that party.

(b) **Headings**

In this Agreement headings are used for reference only and do not affect the construction of any provision in this Agreement.

(c) **Parties Bound**

This Agreement binds and benefits each party and their respective successors, assigns and legal personal representatives.

If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

**2. TERM**

This Agreement will commence on the Commencement Date and will continue until all of the obligations of the Customer and CitiPower under this Agreement have been fulfilled or until terminated in accordance with this Agreement.

**3. CONDITIONS PRECEDENT**

Without prejudice to any rights CitiPower has under this Agreement, CitiPower will not be required to perform any obligation under this Agreement until the following conditions precedent have been satisfied:

- (a) the Customer obtaining and providing to CitiPower the written consent of the Registered Proprietor to enter upon and to perform the Works on the Land, or if the Customer is the Registered Proprietor then the Customer providing such consent to CitiPower;
- (b) the Customer ensuring that CitiPower has the right to its satisfaction to enter upon the Land and the Premises and any other private property that the Customer controls;
- (c) where an Agreement for Lease, a Lease Substation, a Variation to Lease Substation or a Registered Easement is required by CitiPower, the Customer procuring the Registered Proprietor to enter into a legally effective Agreement for Lease, Lease Substation, Variation to Lease Substation or Registered Easement with CitiPower, or if the Customer is the Registered Proprietor then the Customer entering into such agreements;
- (d) where an easement is required by CitiPower in respect of land that the Customer controls, the Customer procuring or obtaining such easements in favour of CitiPower;

(e) all works specified in item 15 of Schedule 1 have been completed by the Customer to the satisfaction of CitiPower's Responsible Officer; and

(f) any and all other works required to enable the Works to commence have been completed by the Customer to the satisfaction of CitiPower's Responsible Officer.

**4. CONSTRUCTION OF WORKS**

**4.1 Design and Construction of Works**

(a) CitiPower will provide the Construction Design and will construct the Works in accordance with this Agreement.

(b) CitiPower may give the Customer a written notice requesting a variation to the Drawing (if provided) where:

(i) there is a physical condition on the Land or its near surrounds which differs from the physical conditions which should reasonably have been anticipated by CitiPower; or

(ii) land access rights (including a licence, registered easement, lease, agreement for lease or memorandum of agreement) are required by CitiPower in respect of land that the Customer does not control, and CitiPower is unable to procure such land access rights in favour of CitiPower; or

(iii) any change to any relevant law comes into effect on or after the Commencement Date.

(c) Where CitiPower requests a variation to the Drawing pursuant to clause 4.1(b), the Customer must accept or reject the requested variation to the Drawing by notice in writing within 30 days of being advised of CitiPower's request. If the Customer does not accept the requested variation to the Drawing within such 30 days then CitiPower may give written notice to terminate this Agreement immediately.

**4.2 Construction Program**

(a) CitiPower will prepare a Construction Program that includes a Construction Start Date on which the construction of the Works will commence.

- (b) The Works will be constructed in accordance with the Construction Program.
- (c) Subject to clause 4.2(d), the Works will be completed by the Date of Completion.
- (d) CitiPower may adjust the Construction Program if:
  - (i) CitiPower agrees to defer the commencement of the Works upon written request of the Customer;
  - (ii) CitiPower forms a reasonable opinion that the Customer is unlikely to require connection of supply of electricity at the Land at the Date of Completion;
  - (iii) CitiPower forms a reasonable opinion that an event beyond the control of CitiPower has interfered with construction of the Works;
  - (iv) CitiPower forms a reasonable opinion that the Customer's instructions, or part thereof, on which the Works were based have altered;
  - (v) CitiPower forms a reasonable opinion that the Customer has not disclosed all necessary information to CitiPower for the proper design or construction of the Works;
  - (vi) the obligations contained in clause 5.4 have not been satisfied;
  - (vii) necessary to comply with a plan of subdivision, or the *Road Management Act (Vic)* 2004 (or any regulations or determinations under that Act);
  - (viii) the Customer has accepted a variation to the Drawings pursuant to clause 4.1(c); or
  - (ix) any condition precedent specified in clause 3 has not been satisfied by the Customer on or before the Construction Start Date.
- (e) Where:
  - (i) the Works have not commenced by the Construction Start Date and CitiPower reasonably believes that the delay in commencement has been contributed to by circumstances described in clauses 4.2(d) or 4.3, CitiPower may, in its absolute discretion, give written notice

to terminate this Agreement immediately, or nominate a revised Construction Start Date;

- (ii) CitiPower nominates a revised Construction Start Date pursuant to clause 4.2(e)(i) and/or varies the Charges pursuant to clause 5.2(a), the Customer must accept or reject the revised Construction Start Date and/or Charges by notice in writing within 7 days of being advised of CitiPower's nomination. If the Customer does not accept the revised Construction Start Date and/or Charges within such 7 days then CitiPower may, in its absolute discretion, give written notice to terminate this Agreement immediately.
- (f) Where CitiPower nominates a revised Construction Start Date pursuant to clause 4.2(e)(i) or adjusts the Construction Program pursuant to clause 4.2(d), CitiPower will use its reasonable endeavours to ensure the revised Construction Start Date or adjusted Construction Program (as the case may be) allows the Works to be performed as soon as is reasonably possible by CitiPower after taking into consideration CitiPower's operational priorities and the date that the Customer requires connection of supply of electricity at the Point of Supply.

### 4.3 Customer's Obligations

- (a) The Customer must:
  - (i) obtain all necessary permits and all statutory approvals to enable the construction of the Works (including any permit or statutory approval necessary to clear any vegetation) from the relevant responsible authorities unless otherwise specified to the contrary in item 8 of Schedule 1; and
  - (ii) be responsible for reinstatement as required by any responsible authority unless otherwise specified in item 9 of Schedule 1.
- (b) The Customer must ensure that the workplace for the Works and the means of access to and egress from the workplace for the Works are safe and without risk to health as required by the *Occupational Health and Safety Act (Vic)* 2004.
- (c) The Customer must provide enclosures to accommodate and secure CitiPower's and

CitiPower's contractor's equipment on the Land and/or the Premises of a standard approved by CitiPower's Responsible Officer.

- (d) The Customer must provide full vehicular access for construction vehicles and plant to the Land of a standard approved by CitiPower's Responsible Officer.
- (e) Before the Customer commences any works, vegetation or other clearing necessary for the Works to proceed, if a permit is necessary, the Customer must promptly provide satisfactory evidence of the permit to CitiPower if requested by CitiPower. The Customer must complete to a standard required by CitiPower's Responsible Officer any works, vegetation or other clearing necessary for the Works to proceed.

## **5. PAYMENT**

### **5.1 Customer to Pay for Works**

In consideration of CitiPower constructing the Works, the Customer agrees to pay the Charges.

### **5.2 Variation to Charges**

CitiPower may vary the Charges:

- (a) if it nominates a revised Construction Start Date pursuant to clause 4.2(e)(i); or
- (b) to comply with any obligation or duty imposed under the *Road Management Act (Vic) 2004*;
- (c) if any change to any relevant law comes into effect on or after the Commencement Date which causes CitiPower to incur more cost than otherwise would have been incurred in performing the Works; or
- (d) pursuant to clause 5.3.

### **5.3 Other Variation to Charges**

- (a) If, in CitiPower's reasonable opinion, there is reason for varying the Charges (other than the reasons contained in clauses 5.2(a), 5.2(b) or 5.2(c)), then CitiPower may give the Customer a written notice requesting a variation to the Charges and the amount of the Charges. For the sake of avoidance of doubt, such reasons include circumstances where:
  - (i) there is a physical condition on the Land or its near surrounds which differs from the physical conditions

which should reasonably have been anticipated by CitiPower; or

- (ii) the Customer causes any delay to the Works; or
  - (iii) land access rights (including a licence, registered easement, lease, agreement for lease or memorandum of agreement) are required by CitiPower in respect of land that the Customer does not control, and CitiPower is unable to procure such land access rights in favour of CitiPower.
- (b) If, within 30 days of the Customer receiving the notice under clause 5.3(a), the parties are not able to agree upon an acceptable variation to the Charges and the amount of the Charges, CitiPower may give written notice to terminate this Agreement immediately.

### **5.4 Payment obligations**

The Customer must pay the Charges as a lump sum payment on or before the due date specified in Powercor's invoice.

## **6. GST PAYABLE**

- (a) All fees, charges and other amounts referred to in this Agreement are exclusive of GST except where express provision is made to the contrary.
- (b) If one party ("Supplier") makes a Taxable Supply to the other party ("Recipient"), the amount payable but for this clause ("GST Exclusive Consideration") will be increased by an amount equal to the GST payable by the Supplier in respect of that Taxable Supply ("GST Amount").
- (c) The Recipient must pay the GST Amount to the Supplier at the same time and in the same manner as the GST Exclusive Consideration in full and without deduction, notwithstanding any entitlement that it may have to a credit or offset however arising. However, the Recipient need not pay the GST Amount until the Supplier has given the Recipient a Tax Invoice for that Taxable Supply.
- (d) If a payment to satisfy a claim or a right to claim under or in connection with this Agreement (for example, for a breach of any warranty or for an indemnity or for reimbursement of any expense) gives rise to a liability to pay GST the payer must pay and

indemnify the payee on demand against the amount of that GST.

- (e) If any party is required to pay, reimburse or contribute to an amount paid or payable by another party in respect of an acquisition from a third party, the amount for payment, reimbursement or contribution will be the acquisition price paid by the acquiring party, less any input tax credit it is entitled to claim, plus GST.
- (f) If a party has a claim under or in connection with this Agreement and that amount depends on actual or estimated revenue or is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).
- (g) A word or expression used in this clause which is defined in *A New Tax System (Goods and Services Tax) Act (Commonwealth) 1999* has the same meaning in this clause.
- (h) If, in relation to a Taxable Supply made under this Agreement, an Adjustment Event occurs that gives rise to an Adjustment, then the price of that Taxable Supply (including any GST Amount) will be adjusted accordingly and where necessary a payment will be made to reflect that Adjustment. If a payment is required it will be made within five (5) Business Days of the payer becoming aware of the Adjustment. As a precondition to paying any amount to a supplier in respect of an Adjustment, the supplier must issue an Adjustment Note.
- (i) If a Supply made under this Agreement is treated as not subject to GST but is, or becomes, a Taxable Supply, the supplier may charge and recover from the Recipient in addition to any other consideration, an amount equivalent to the GST payable on that Taxable Supply.
- (j) If, after the Commencement Date, the GST rate changes (including to an effective rate of zero for any particular Supply) (the "New GST Rate"), the parties agree that Supplier may vary the GST inclusive price for any Supply made under this Agreement that is attributable to a tax period on or after the commencement of the New GST Rate, to reflect the new amount of GST payable (if any).

## 7. LIABILITY AND INDEMNITY

- (a) The Customer hereby indemnifies and agrees to keep CitiPower indemnified against all claims, actions, demands, proceedings, liabilities, damages, amounts, costs and expenses (including legal costs and disbursements on a solicitor and own client basis) arising, paid, suffered or incurred by CitiPower (directly or indirectly) as a result of or in connection with a negligent act or omission by the Customer, or any breach or non-performance of any express or implied obligations of the Customer under this Agreement, or any breach of or non-performance of an obligation imposed on the Customer by any law.
- (b) Subject to clause 7(c), but notwithstanding any other provision of this Agreement and except to the extent that liability cannot legally be limited or excluded:
  - (i) CitiPower's total liability for all events giving rise to liability on its part arising out of or in connection with this Agreement will be limited to the lesser of the Charges or \$1,000,000 (one million dollars) in total aggregate;
  - (ii) In no event will CitiPower be liable for any fines, penalties, liquidated sums that the Customer may be liable for under third party agreements, loss of use, contract, profit or revenue, production stoppage or replacement services, or for any indirect or consequential loss or damage;
  - (iii) The limitation and exclusion of liability contained in this clause 7(b) will apply whether the liability claim is based on breach of contract, breach of warranty, tort, negligence, under an indemnity, strict liability, in equity or other legal theory.
- (c) CitiPower's liability for:
  - (i) personal injury or death;
  - (ii) fraud; or
  - (iii) wilful misconduct,will be unlimited to the extent it is caused by CitiPower's acts or omissions.

## **8. NOT A RETAIL OFFER**

This Agreement does not in any way constitute an offer to the Customer to sell electricity to the Customer.

## **9. BUILDER'S POINT OF SUPPLY**

If a Builder's Point of Supply is required by the Customer it will be on the terms provided in item 14 of Schedule 1 and the Customer must pay all costs and charges in relation to installation, construction and removal of the Builder's Point of Supply including, but not limited to, the Builder's Point of Supply Construction Charge.

## **10. CUSTOMER'S ONGOING OBLIGATIONS**

### **10.1 Customer Compliance**

- (a) The Customer must comply with all its obligations under the Electricity Law, including the Electricity Distribution Code.
- (b) The Customer must comply with the "Victorian Electricity Distributors Service & Installation Rules" as amended from time to time. The Customer acknowledges that this is a reasonable requirement as contemplated by clause 2.6.1(d) of the Electricity Distribution Code.

### **10.2 Ongoing Protection of Works**

The Customer must not interfere and must use its best endeavours not to allow interference with the Works on the Premises and must provide and maintain appropriate access to, accommodation and/or fencing for the Works and must maintain appropriate clearances from the Works.

### **10.3 Maximum Capacity**

The Customer must not take electricity at a rate exceeding the Maximum Capacity at the Point of Supply, unless CitiPower's prior written approval is obtained. The Customer acknowledges that this is a reasonable requirement as contemplated by clause 2.6.1(d) of the Electricity Distribution Code.

### **10.4 Point of Supply**

The Customer must ensure that they take supply from the Point of Supply at all times in accordance with the Specification.

## **10.5 Sale of Land**

If the Customer transfers its interest in, or sells the whole or part of the Land to any person, the Customer must advise that person that:

- (a) they must not take electricity in excess of the Maximum Capacity;
- (b) they must ensure that the Point of Supply is at all times in accordance with the Specification; and
- (c) a supply of electricity may not be available if they take electricity in excess of the Maximum Capacity or if they do not ensure that the Point of Supply is at all times in accordance with the Specification.

## **11. WORKS ARE PROPERTY OF CITIPOWER**

- (a) Unless otherwise provided in this Agreement, the Works will be, and will remain, the property of CitiPower. CitiPower may provide electricity supply to any person from the Works upon such terms and conditions as it thinks fit and may at any time after the termination of a connection to supply electricity remove the Works, or any part of the Works. CitiPower may alter, replace or otherwise deal with the Works at any time and in its absolute discretion.
- (b) Where CitiPower provides electricity supply to another person from the Works as contemplated by clause 11(a) and provided that the Customer qualifies for the reimbursement under the published cost sharing protocol relevant at that time, CitiPower may reimburse the Customer a proportion of the Charges determined in accordance with that protocol. Item 7 of Schedule 1 may specify that the Customer does not qualify for reimbursement under the existing cost sharing protocol published as at the Commencement Date.

## **12. TERMINATION**

- (a) CitiPower may terminate this Agreement:
  - (i) upon 30 days written notice if:
    - (A) the Customer has not satisfied the conditions present contained in clauses 3(a) to 3(d) (inclusive) within 90 days of the Commencement Date;

- (B) the Works have not commenced within 6 months of the Commencement Date as a result of the Customer not discharging any obligation under the Agreement; or
  - (C) in CitiPower's opinion, electricity supply at the Land will not be connected within one year of the Commencement Date;
- (ii) if the Customer fails to remedy a breach within 14 days of receiving written notice of the breach from CitiPower.
- (b) CitiPower may give written notice to terminate this Agreement immediately:
- (i) in accordance with clause 4.1(c);
  - (ii) in accordance with clause 4.2(e);
  - (iii) in accordance with clause 5.3(b); or
  - (iv) if the Customer:
    - (A) commits an act of bankruptcy;
    - (B) is the subject of an application for winding up;
    - (C) calls a meeting of its creditors;
    - (D) has a receiver appointed over all or substantial part of its assets;
    - (E) passes a resolution for its winding up;
    - (F) compounds with its creditors; or
    - (G) evinces an intention to no longer perform its obligations under this Agreement.
- (c) Clauses 5, 6, 7, 10 and 13 will survive the termination of this Agreement.
- (d) Where this Agreement is terminated before CitiPower has completed the Works and:
- (i) the termination is not pursuant to clause 12(a)(ii) or 12(b)(iv), CitiPower will reimburse to the Customer the Charges net of all costs incurred by CitiPower in performing its obligations under this Agreement up to the date of termination; or

(ii) the termination is pursuant to clause 12(a)(ii) or 12(b)(iv), CitiPower will reimburse to the Customer the Charges net of all:

- (A) costs incurred by CitiPower in performing its obligations under this Agreement up to the date of termination; and
- (B) costs and/or losses incurred by CitiPower as a result of the termination.

## **13. GENERAL**

### **13.1 Special Conditions**

Any Special Conditions set out in item 14 of Schedule 1 form part of this Agreement. To the extent of any inconsistency between any of the Special Conditions and the rest of this Agreement, the relevant Special Conditions will prevail.

### **13.2 Assignment**

- (a) The Customer may assign its rights or transfer its obligations under this Agreement with the prior written consent of CitiPower which will not be unreasonably withheld or delayed.
- (b) The Customer's request for CitiPower's consent to the proposed assignment or transfer must be in writing and provide details of the name and postal address of the proposed assignee or transferee (as the case requires), the premises of the proposed assignee or transferee (as the case requires) and any other details required by CitiPower.
- (c) CitiPower may assign its rights or transfer its obligations under this Agreement in its absolute discretion. The Customer agrees to execute any reasonable document CitiPower may prepare to effect such assignment or transfer.

### **13.3 Governing Law and Jurisdiction**

The law of this Agreement is the law of Victoria. The parties irrevocably and unconditionally submit themselves to the exclusive jurisdiction of the courts of Victoria or courts having jurisdiction in Victoria and of all courts competent to hear appeals from those courts. The parties waive any right to object to any proceedings being brought in those courts.

### **13.4 Waiver**

A party's failure or delay to exercise a power, right, authority, discretion or remedy does not operate as a waiver of that power, right, authority, discretion or remedy. The waiver of a breach of any of the provisions of this Agreement or a power, right, authority, discretion or remedy under this Agreement must be in writing and executed by the waiving party.

### **13.5 Notices**

Any Notice required to be given under this Agreement must be provided in accordance with item 11 of Schedule 1.

### **13.6 Responsible Officer**

- (a) CitiPower's Responsible Officer, or a substitute nominated in writing by CitiPower, is authorised by CitiPower to undertake any action and bind CitiPower pursuant to, and for the purposes of this Agreement.
- (b) Customer's Responsible Officer, or a substitute nominated in writing by the Customer, is authorised by the Customer to undertake any action and bind the Customer pursuant to, and for the purposes of this Agreement.

### **13.7 Exclusion of Warranties**

To the fullest extent permitted by law, all statutory and implied warranties and terms are excluded in respect of the Works by CitiPower.

### **13.8 Variation**

The Parties may only vary this Agreement by agreement in writing.

### **13.9 Entire Agreement**

This Agreement sets out all the terms agreed by the Parties and the Customer acknowledges that it has not relied on any representation, inducement, warranty or promise which is not contained in it.

### **13.10 Costs**

Each party must pay its own costs in relation to preparing, negotiating and executing this Agreement and any document related to this Agreement.

### **13.11 No Agency or Partnership**

No party is an agent, representative, partner or fiduciary of any other party by virtue of this Agreement.

**EXECUTED** by the parties as an Agreement

For the **Customer** by:

..... Signature	..... Witness Signature
..... Print Name	..... Print Name
..... Position	
Date: .....	

For the **Customer** by:

..... Signature	..... Witness Signature
..... Print Name	..... Print Name
..... Position	
Date: .....	

For **CitiPower Pty** by:

..... Signature	..... Witness Signature
..... Print Name	..... Print Name
..... Position	
Date: .....	

## Schedule 1 of Augmentation Agreement

<b>1.</b>	<b>The Customer (if the Customer is a company, insert ABN and registered office)</b>	
	Name of the Customer:	
	ABN (if Customer is a company):	
	Address of the registered office of the Customer (if Customer is a company):	
	Postal address of the Customer:	
	Street address of the Customer:	
<b>2.</b>	<b>Land</b>	
	(Delete table if not subdivision)	
	Subdivision Name/Plan: Lot Nos: New Land Use:	Number of Lots: Municipality:
<b>3.</b>	<b>(a) Description of Works (clause 1.1):</b>	
	<b>(b) Point of Supply (clause 1.1):</b>	
<b>4.</b>	<b>Construction Program (clauses 1.1 and 4.2(a))</b>	
	(a) Construction Start Date: Date of Completion:  OR	
	(b) Attached as Annexure B  OR	
	(c) To be provided by CitiPower when available	
<b>5.</b>	<b>Specification (clause 1.1):</b>	
	Amps per phase	
	Nominal supply voltage	
	Wire configuration	
<b>6.</b>	<b>Maximum Capacity (clause 10.3):</b>	
<b>7.</b>	<b>Cost sharing protocol (clause 11(b)) (tick one):</b>	
	<input type="checkbox"/> Customer does not qualify for reimbursement under existing cost sharing protocol published as at Commencement Date <input type="checkbox"/> Existing cost sharing protocol published as at Commencement Date may be applicable if Customer qualifies	
<b>8.</b>	<b>Permits to be obtained by CitiPower (if applicable) (clause 4.3(a)(i)):</b>	
<b>9.</b>	<b>Reinstatement by CitiPower (if applicable) (clause 4.3(a)(ii)):</b>	
<b>10.</b>	<b>Charges (clause 5):</b>	

<p>11. <b>Notices (clause 13.5):</b> Addresses for Notices to be given under this Agreement will, until the addressee notifies the other party in writing otherwise, be as follows:</p>
<p><b>CitiPower Pty</b></p> <p>Contractual Notices and Written Requests:</p> <p>Address:  Telephone (BH): (03)  Facsimile (BH): (03)</p> <p>Invoices (if different from that for Contractual Notices):</p> <p>Address:  Telephone (BH): (03)  Facsimile (BH): (03)</p>
<p><b>Customer</b></p> <p>Contractual Notices and Written Requests:</p> <p>Address:  Telephone (BH): (03)  Facsimile (BH): (03)</p> <p>Invoices (if different from that for Contractual Notices):</p> <p>Address:  Telephone (BH): (03)  Facsimile (BH): (03)</p>
<p>12. <b>CitiPower’s Responsible Officer (Clause 13.6(a)):</b></p>
<p>13. <b>Customer’s Responsible Officer (clause 13.6(b)):</b></p>
<p>14. <b>Special Conditions (clause 13.1):</b>  The following Special Conditions apply to this Agreement.</p>
<p>15. <b>Works the Customer is required to complete (clause 3(e)):</b></p>

**Schedule 2**

**Drawing of the Works (Optional) – clause 1.1**

**Annexure A**  
**Agreement for Lease**  
**Lease Substation**  
**Variation to Lease Substation**  
**Registered Easement**

**Annexure B**  
**Construction Program**