

Augmentation Agreement

between

Powercor Australia Ltd

and

The Customer

Augmentation Agreement

This Agreement is made

Between

Powercor Australia Ltd (ACN 064 651 109) of 40 Market Street, Melbourne, Victoria ("Powercor"); and

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

Recitals

Powercor has offered and the Customer has accepted Powercor'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:

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

"Builder's Point of Supply" means a temporary supply provided by Powercor to assist the construction of the building Works as specified in item 18 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 18 of Schedule 1 (if any).

"Business Day" means a day on which trading banks as defined in the *Banking Act (Commonwealth)* 1959 are open for business in the State of Victoria.

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

"Contract Year" means:

- (a) in the case of the first Contract Year, 12 months from the Commencement Date; and
- (b) thereafter, each succeeding 12 month period (or any lesser period for the final Contract Year of the Term).

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

"Construction Program" means the construction program for the Works prepared by Powercor in accordance with clause 4.2 and as specified in item 5 of Schedule 1.

"Customer's Responsible Officer" means that person specified in item 17 of Schedule 1.

"Date of Completion" means that date specified in the Construction Program for completion of the Works.

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

"Deemed Distribution Contract" means Powercor's Deemed Distribution Contract under section 40A of the *Electricity Industry Act (Vic)* 2000 as amended or replaced.

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

"Maximum Capacity" means the rate specified in item 14 of Schedule 1.

"Memorandum of Agreement" means the memorandum of agreement in the form attached as Annexure A (if any).

"National Electricity Law" means the National Electricity (Victoria) 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 NEMMCO under the National Electricity Rules.

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

"NEMMCO" means the National Electricity Market Management Company Limited ACN 072 010 327.

"Network Planning Scope" means Powercor's system requirements to connect the Customer's installation taking into account current and future system capacity and reliability needs.

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

"Powercor's Responsible Officer" means that person specified in item 16 of Schedule 1.

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

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

"Security Fee" means the security fee specified in item 11 of Schedule 1, or such other security fee acceptable to Powercor, as required to be paid by the Customer in accordance with this Agreement.

"Special Conditions" means the Special Conditions (if any) provided in item 18 of Schedule 1.

"Specification" means the details specified in item 6 of Schedule 1.

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

"Variation to Lease of Substation" means a written variation to the Lease of 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 in Schedule 2.

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; and
- (x) a reference to writing includes all means of representing or reproducing words, figures or symbols in a permanent and visible form.

(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 Powercor under this Agreement have been fulfilled or until terminated in accordance with this Agreement.

3. CONDITIONS PRECEDENT

This Agreement is subject to and conditional upon the following conditions precedent and is of no effect and force until these conditions precedent have been satisfied:

- (a) the Customer obtaining and providing to Powercor the written consent of the Registered Proprietor, or if the Customer is the Registered Proprietor then the Customer providing such consent to Powercor;
- (b) the Customer ensuring that Powercor 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 of Substation, a Lease of Substation or a Variation to Lease of Substation is required by Powercor, the Customer procuring the Registered Proprietor to enter into a legally effective Agreement for Lease of Substation, Lease of Substation or Variation to Lease of Substation with Powercor, or if the Customer is the Registered

Proprietor then the Customer entering into such agreements;

- (d) where an easement is required by Powercor in respect of land that the Customer controls, the Customer procuring or obtaining any easements in favour of Powercor;
- (e) where land access rights (including a licence, easement, lease, agreement for lease or Memorandum of Agreement) are required by Powercor in respect of land that the Customer does not control, Powercor procuring such land access rights in favour of Powercor on terms satisfactory to Powercor; and
- (f) any and all works required to enable the Works to commence have been completed by the Customer to the satisfaction of Powercor's Responsible Officer.

4. CONSTRUCTION OF WORKS

4.1 Design and Construction of Works

- (a) Powercor will construct the Works in accordance with this Agreement.
- (b) If item 4 of Schedule 1 specifies that Powercor:
 - (i) will provide the Construction Design then Powercor must do so; and
 - (ii) will not provide the Construction Design then the Customer must provide it to Powercor before commencement of the Works. The Construction Design must be to Powercor's standards and must incorporate the Network Planning Scope requirements. Powercor has the right in its absolute discretion to reject the Construction Design provided by the Customer.
- (c) Powercor may give the Customer a written notice requesting a variation to the drawing in Schedule 2 (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 Powercor; or
 - (ii) land access rights (including a licence, easement, lease, agreement for lease or Memorandum of Agreement) are required by Powercor in respect of land that the Customer does not control, and

Powercor is unable to procure such land access rights in favour of Powercor; or

- (iii) any change to any relevant law comes into effect on or after the Commencement Date.
- (d) Where Powercor requests a variation to the drawing in Schedule 2 pursuant to clause 4.1(c), the Customer must accept or reject the requested variation to the drawing in Schedule 2 by notice in writing within 30 days of being advised of Powercor's request. If the Customer does not accept the requested variation to the drawing in Schedule 2 within 30 days then Powercor may give written notice to terminate this Agreement immediately.

4.2 Construction Program

- (a) Powercor will prepare a Construction Program that will include a Date of Construction 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) Powercor may adjust the Construction Program if:
 - (i) Powercor agrees to defer the commencement of the Works upon written request of the Customer;
 - (ii) Powercor forms the opinion that the Customer is unlikely to require connection of supply of electricity at the Land at the Date of Completion;
 - (iii) Powercor forms the opinion that an event beyond the control of Powercor has interfered with construction of the Works;
 - (iv) Powercor forms the opinion that the Customer's instructions, or part thereof, on which the Works were based have altered;
 - (v) Powercor forms the opinion that the Customer has not disclosed all necessary information to Powercor for the proper design or construction of the Works;

- (vi) any of the conditions or obligations contained in clauses 4.1(b)(ii) or 5.4, have not been satisfied; or

- (vii) necessary to comply with a plan of subdivision, or the *Road Management Act (Vic)* 2004 (or any regulations or determinations under that Act).
- (e) Where:
 - (i) the Works have not commenced by the Date of Construction and Powercor reasonably believes that the delay in commencement has been contributed to by circumstances described in clauses 4.2(d) or 4.3, Powercor may, in its discretion immediately terminate this Agreement in accordance with clause 12(b), or nominate a revised Date of Construction;

- (ii) Powercor nominates a revised Date of Construction 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 Date of Construction and/or Charges by notice in writing within 7 days of being advised of Powercor's nomination. If the Customer does not accept the revised Date of Construction and/or Charges within such 7 days then Powercor may in its discretion immediately terminate this Agreement in accordance with clause 12(b).

4.3 Customer's Obligations

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

5. PAYMENT

5.1 Customer to Pay for Works

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

5.2 Variation to Charges

Powercor may vary the Charges:

- (a) if it nominates a revised Date of Construction 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 Powercor 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 Powercor'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 Powercor may give the Customer a written notice requesting a variation to the Charges, the amount of the Charges and any consequential changes to the Security Fee. 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 Powercor; or
 - (ii) the Customer causes any delay to the Works; or
 - (iii) land access rights (including a licence, easement, lease, agreement for lease or Memorandum of Agreement) are required by Powercor in respect of land that the Customer does not control, and Powercor is unable to procure such land access rights in favour of Powercor.
- (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, the amount of the Charges and any consequential changes to the Security Fee, Powercor may give written notice to terminate this Agreement immediately.

5.4 Payment obligations

The Customer will pay the Charges as a lump sum before the Date of Construction.

5.5 Security Fees

- (a) The Customer agrees to pay Powercor the Security Fee specified in item 11 of Schedule 1 within 30 days of the Commencement Date.
- (b) Subject to clause 5.5(d), Powercor will hold the Security Fee for the SF Term.
- (c) If the Customer ceases to operate, Powercor may in its absolute discretion retain the balance of any Security Fee held by Powercor.
- (d) Subject to clause 5.5(e), during the SF Term, if Actual Energy Consumption is equal to, or exceeds, Anticipated Energy Consumption in a calendar year ending on an annual

anniversary of the Date of Completion, Powercor will within 30 days of the annual anniversary of the Date of Completion for the relevant year, rebate to the Customer one fifth of the Security Fee with interest. Interest is payable annually on the rebate amount plus any balance of Security Fee held by Powercor. The interest rate is based on the average monthly 90 day Bank Accepted Bill rate published by the Reserve Bank of Australia, less 0.25%, from the date Powercor receives the Security Fee.

- (e) During the SF Term, if there is a Shortfall in a calendar year ending on an annual anniversary of the Date of Completion, Powercor may in its absolute discretion reduce the rebate paid to the Customer for the relevant year by the Shortfall expressed as a fraction of the Anticipated Energy Consumption. Interest is not payable on the amount of the reduction of any rebate.
- (f) In this clause 5.5:
 - (i) “**Shortfall**” means the amount by which Anticipated Energy Consumption in any calendar year during the SF Term exceeds Actual Energy Consumption for the relevant year;
 - (ii) “**Actual Energy Consumption**” means the actual energy consumption at the Point of Supply per calendar year;
 - (iii) “**Anticipated Energy Consumption**” means Powercor’s estimate of the anticipated energy consumption at the Point of Supply per calendar year as specified in item 12 of Schedule 1;
 - (iv) “**SF Term**” means 5 years from the Date of Completion.

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”) shall 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 an 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 shall 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 Powercor 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 Powercor (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) To the fullest extent permitted by law, Powercor will not be liable to the Customer, whether in contract, tort, under statute or in any other way due to negligence, deliberate conduct or any other cause or any event, act or omission resulting from or in any way connected with this Agreement.

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 18 of Schedule 1 and the Customer will 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 Distribution Code.
- (b) The Customer must comply with the Victorian Electricity Distributors Service & Installation Rules as amended from time to time if specified in item 13 of Schedule 1.

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 Powercor'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 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.

The Customer must also procure that the person to whom the Customer transfers its interest in, or sells ensures that this is a continuing obligation on any

person transferring or selling the whole or part of the Land.

11. WORKS ARE PROPERTY OF POWERCOR

- (a) Unless otherwise provided in this Agreement, the Works will be, and will remain, the property of Powercor. Powercor 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. Powercor may alter, replace or otherwise deal with the Works at any time and in its absolute discretion.
- (b) Where Powercor 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, Powercor 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) Powercor may terminate this Agreement upon 30 days written notice if:
 - (i) 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;
 - (ii) in Powercor's opinion, electricity supply at the Land will not be connected within one year of the Commencement Date; or
 - (iii) the Customer fails to remedy a breach within 14 days of receiving written notice of the breach from Powercor.
- (b) Powercor may give written notice to terminate this Agreement immediately:
 - (i) in accordance with clause 4.1(d);
 - (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) has judgment entered against it in any cause in an amount in excess of \$20,000;
 - (G) compounds with its creditors; or
 - (H) 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.

13. GENERAL

13.1 Special Conditions

Any Special Conditions set out in item 18 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 obligations under this Agreement with the prior written consent of Powercor which will not be unreasonably withheld or delayed.
- (b) The Customer's request for Powercor's consent to the proposed assignment must be in writing and provide details of the name and postal address of the proposed assignee, the premises of the proposed assignee and any other details required by Powercor.
- (c) Powercor may assign its rights or obligations under this Agreement in its absolute discretion.

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. In 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 15 of Schedule 1.

13.6 Powercor's Responsible Officer

- (a) Powercor's Responsible Officer, or a substitute nominated in writing by Powercor, is authorised by Powercor to undertake any action and bind Powercor 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 Powercor.

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 POWERCOR AUSTRALIA LTD by:

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

Schedule 1 of Augmentation Agreement

1.	The Customer (if the Customer is a company, insert ABN and registered office)	
	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:	
2.	Land	
	(Delete table if not subdivision)	
	Subdivision Name/Plan: Lot Nos: New Land Use:	Number of Lots: Municipality:
3.	(a) Description of Works (clause 4):	
	(b) Point of Supply (clause 1.1):	
4.	Construction Design (clause 4.1(b)) (tick one):	
	<input type="checkbox"/> Powercor will provide Construction Design <input type="checkbox"/> Powercor will not provide Construction Design	
5.	Construction Program (clauses 1.1 and 4.2(a))	
	(a) Date of Construction: Date of Completion: OR (b) Attached as Annexure B OR (c) To be provided by Powercor when available	
6.	Specification (clause 10.4):	
	Amps per phase	
	Nominal supply voltage	
	Wire configuration	
7.	Cost sharing protocol (clause 11(b)) (tick one):	
	<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	
8.	Permits obtained by Powercor (if applicable) (clause 4.3(a)(i)):	
9.	Reinstatement by Powercor (if applicable) (clause 4.3(a)(ii)):	
10.	Charges (clause 5):	
11.	Security Fee (clause 5.5):	

12.	Anticipated Energy Consumption (clause 5.5(f)(iii)):
13.	Victorian Electricity Distributors Service & Installation Rules (clause 10.1(b)) (tick one): <input type="checkbox"/> Customer must comply with Victorian Electricity Distributors Service & Installation Rules as amended from time to time <input type="checkbox"/> Customer compliance under clause 10.1(b) not specified
14.	Maximum Capacity (clause 10.3):
15.	Notices (clause 13.5): Addresses for Notices to be given under this Agreement shall, until the addressee notifies the other party in writing otherwise, be as follows:
	<p>Powercor Australia Ltd</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>Customer</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>
16.	Powercor's Responsible Officer (Clause 13.6(a)):
17.	Customer's Responsible Officer (clause 13.6(b)):
18.	Special Conditions (clause 13.1): The following Special Conditions apply to this Agreement.

Schedule 2

Drawing of the Works (Optional) – clause 1.1

Annexure A

Agreement for Lease of Substation

Lease of Substation

Variation to Lease of Substation

Memorandum of Agreement

Annexure B
Construction Program