

## Transgrid Connection Enquiry Fees – Terms and Conditions

NSW Electricity Networks Operations Pty Limited (ACN 609 169 959) as trustee for NSW Electricity Networks Operations Trust (ABN 70 250 995 390) (trading as **Transgrid**)

### National Electricity Rules definitions

Capitalised terms used in these terms and conditions have the meaning given to them in the National Electricity Rules (**Rules**), unless the context requires otherwise.

### Background

Transgrid operates the electricity Transmission Network in New South Wales and the Australian Capital Territory. As the Primary TNSP in New South Wales and the Australian Capital Territory, Transgrid responds to connection enquiries under the Rules where those connection enquiries relate to the connection, or modification to an existing connection, to the Transgrid Transmission Network. Chapter 5 of the Rules governs the connection process from enquiry to connection.

### Fees for preparing Connection Enquiry response

Fees apply for Transgrid to prepare a response to a connection enquiry under the Rules to Transgrid's Transmission Network. The **fees** are set out as per the below table.

Upfront Fee	Completion Fee (Includes an IUSA and/or DNA functional specification)	Completion Fee (Standard response)	Withstand SCR Assessment Fee
\$10k	\$60k	\$40k	\$20k

\*Fees are exclusive of GST.

The Upfront Fee, Completion Fee and Withstand SCR Assessment Fee are separate amounts.

A Withstand SCR Assessment may be provided following, but within the validity period, of a connection enquiry response.

Transgrid reserves the right to amend the fees at any time by notice.

### Validity

Once a connection enquiry response and associated documents have been provided to the requesting party, a validity of 12 months will apply. This is based on the premise that no material change has occurred which invalidates the connection enquiry.

For a material change to occur, there would need to have been an adjustment or change to any of the following:

1. *Customers Connection Point Capacity*
2. *Voltage Level*
3. *Connection Point location*
4. *A major project on the transmission network meets the threshold of a considered project under the NER*
5. *Project scope*

If the validity period has passed, a new connection enquiry will be required and the associated fees will apply.

## Terms and conditions

By paying the applicable fees and/or requesting Transgrid to proceed with preparing a response to its connection enquiry, customers are deemed to have agreed to the following terms and conditions:

### Customer acknowledgements

1. The customer acknowledges and agrees that:
  - (a) The lodgement of the connection enquiry does not in any way confer any priority to a customer in relation to the proposed new connection or modification of the existing connection to the Transmission Network (as compared to other existing or potential connections);
  - (b) the feasibility of the customer's proposed connection or modification is subject to any new connections committed before the entry into a connection agreement with the customer for that connection or modification; and
  - (c) Transgrid may be in possession of confidential information relating to other potential connections or modifications to existing other connections and Transgrid is under no obligation to disclose that information to the customer.

### Payment terms

2. The customer must pay to Transgrid the applicable fees within the time stated on the invoice.
3. All amounts stated are exclusive of GST. Transgrid may in addition to any amount of consideration expressed as payable, but subject to issuing a valid tax invoice, recover from the customer an additional amount on account of GST, such amount to be equal to the amount of Transgrid's liability in respect of the relevant supply and payable to Transgrid at the same time and in the same manner as for the relevant consideration.
4. The fees are not refundable.

### Exclusions – AEMO and other NSP fees

5. The fees exclude any amounts payable to AEMO, other network service providers or other participants who may be involved in the customer's connection process. Any amounts payable to these other entities will be passed through to the customer.
6. The fees are for the response to the connection enquiry only. Other activities undertaken by Transgrid as part of the connection process will be charged separately.

### Termination

7. The customer may terminate its connection enquiry or application at any time by notice to Transgrid.
8. Transgrid may terminate the connection enquiry in accordance with the Rules.
9. Transgrid is not required to refund the fees on termination.

### Liability

10. To the maximum extent permitted law, Transgrid's liability is limited to the value of the applicable fees actually paid by the customer in relation to its connection enquiry.
11. The lodgement of a connection enquiry and the provision of this response does not create any binding obligation on Transgrid other than as set out in the Rules.

### **Intellectual Property**

12. The customer acknowledges that nothing grants it any ownership of intellectual property in any material owned or controlled by Transgrid and that all ownership of intellectual property in any material developed or used by Transgrid to prepare a response to the connection enquiry will vest and remain in the ownership of Transgrid.

### **Confidentiality**

13. The information contained in Transgrid's response to the connection enquiry is confidential and must not be disclosed to a third party except with consent of Transgrid or as permitted under the Rules.
14. To the extent of any inconsistency between these terms and the terms of any applicable non-disclosure agreement between the parties, the latter will prevail to the extent of any inconsistency.

### **Governing law**

15. These terms and the connection process will be governed by the law of the State of New South Wales.

### **Connection Process Agreement**

16. If the parties enter into a connection process agreement then the terms of that connection process agreement will prevail over these terms and conditions to the extent of any inconsistency.