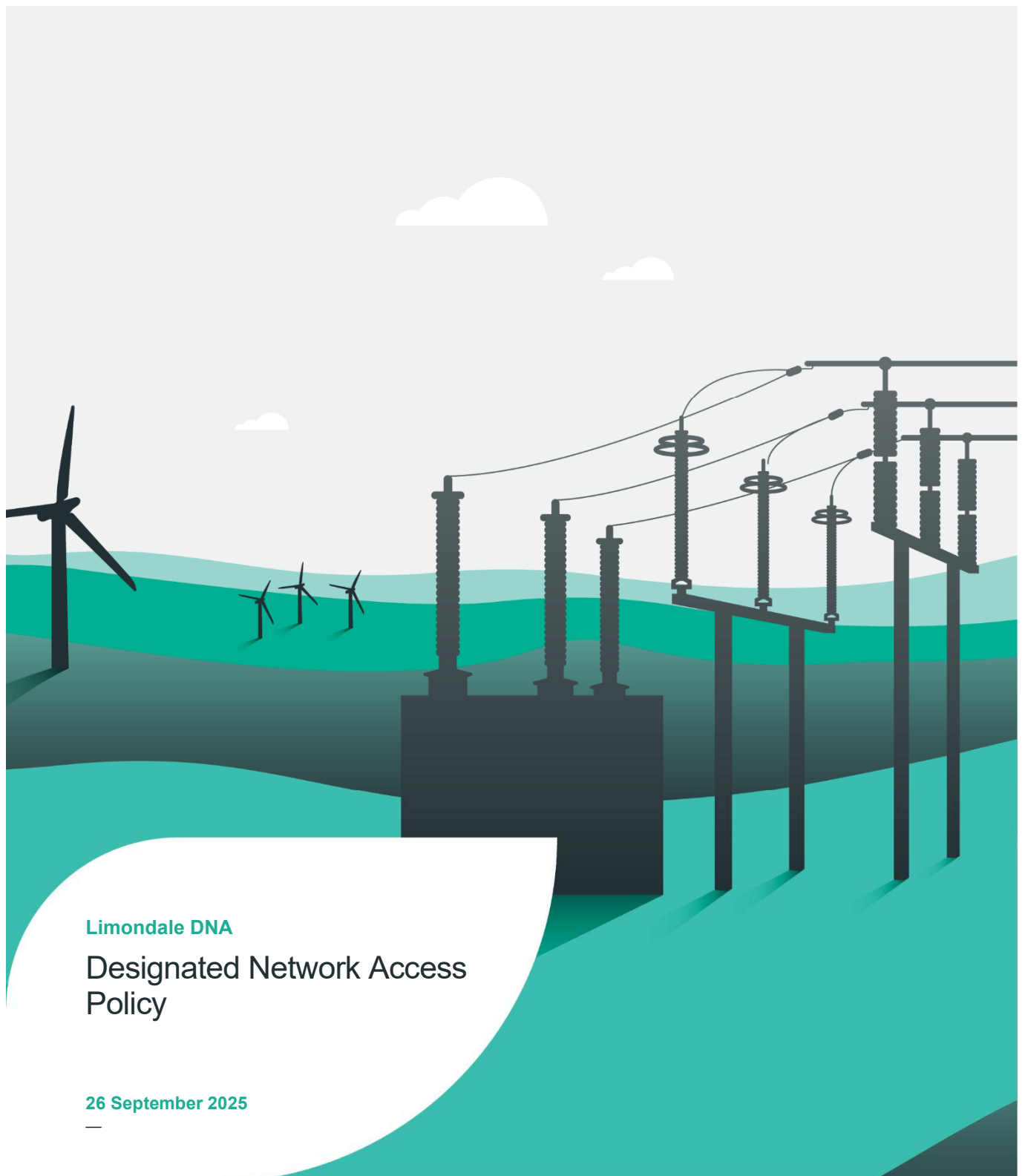




Limondale DNA

Designated Network Access Policy

26 September 2025

Table of Contents

Designated Network Access Policy	2
Schedule 1: Definitions	10
Schedule 2: DNA information schedule	12
Schedule 3: Variation record	14
Schedule 4: Limondale DNA – Location and Route	1

Designated Network Access Policy

Limondale DNA

#	Item	Detail
1	Definitions	(a) The definitions are set out in Schedule 1. (b) Italicised terms have the meaning given to them in the National Electricity Rules or <i>Rules</i>.
2	Context	(a) Lumea is the owner of the DNA. (b) The DNA was developed by Lumea to connect the facilities of the Foundation Users to the transmission network. (c) The DNA is a designated network asset and Lumea is therefore required, under the <i>Rules</i>, to have an access policy in relation to DNA services provided by it, including granting access to the DNA. (d) Pursuant to rule 5.2A.8(b) of the <i>Rules</i>, Lumea publishes this Access Policy for Applicants to obtain DNA Services. (e) This Access Policy is effective from the date of its approval by the AER as set out in Item 12 of Schedule 2. (f) Schedule 3 contains a record of approved variations to this Access Policy. (g) The requirements of the <i>Rules</i> prevail in the event of any inconsistency between this Access Policy and the requirements of the <i>Rules</i>, and Lumea may update this Policy as may be contemplated or required by the <i>Rules</i> from time to time. (h) Nothing in this Access Policy or the <i>Rules</i> will be taken as imposing an obligation on Lumea to provide any service to the Applicant.
3	DNA information	(a) A description of the DNA's technical characteristics, route, tenure arrangements and main components, the facilities currently connected to the DNA and other information is set out in Schedule 2. (b) The DNA is not an "open access" facility. The DNA has been funded by the Foundation Users, who have contractual rights to the Capacity. (c) Under this Access Policy, Applicants can request access to Spare Capacity or to fund New Capacity but have no entitlement to access services or Capacity contracted to existing Users of the DNA.
4	Scope	(a) This Access Policy applies to requests from Applicants for DNA Services. (b) It does not apply to: (i) an amendment to an existing Access Agreement; or (ii) a request for access to the DNA that would mean the DNA would no longer constitute a designated network asset. (c) Applicants may request access to DNA Services in accordance with the processes set out in this Access Policy, in which case the Applicant and Lumea must negotiate in good faith for the provision of DNA Services in accordance with this Access Policy. (d) Additional technical requirements may apply for connection of another designated network asset to the DNA. (e) The AER has the function of enforcing compliance with this Access Policy.

#	Item	Detail
5	Access overview	(a) The contractual arrangements for providing access to DNA Services, and the pricing methodology for those DNA Services, will depend on the nature of the Applicant's facilities, the technical configuration of those facilities and, in particular, the location of the Applicant's connection point and the <i>Rules</i> applicable at the time of the Access Request. (b) The pricing methodology for the DNA Services is set out in clause 12, and the annual service fee and any other applicable charges related to the DNA Services will be determined in accordance with that clause. (c) An Applicant will be required to satisfy the technical requirements under the <i>Rules</i> applicable to the Applicant's facilities, including access standards and any requirements resulting from any system strength impact assessment. (d) Despite anything else in this Access Policy, the provision of DNA Services by Lumea to the Applicant is subject to the Applicant: (i) having entered into an unconditional network connection agreement with Lumea and TG in its capacity as the <i>Primary Transmission Network Service Provider</i> of the transmission network to which the Applicant's facility will be connected via the DNA and any identified user shared assets; (ii) obtaining AEMO's approval of the location of the connection point, the relevant metering installations for the connection of the facilities to the DNA and the provision of connection services; and (iii) ensuring that its facility is subject to performance standards based on either the automatic access standard (in accordance with rule 5.3.3 of the <i>Rules</i>) or a negotiated access standard approved by AEMO in accordance with the procedures set out in rule 5.3.4A of the <i>Rules</i>. (e) The Applicant acknowledges that neither the Access Policy nor the provision of DNA Services pursuant to this Access Policy gives the Applicant any property rights, financial rights or firm access rights (or any entitlement to compensation in relation to the same) to any assets, capacity or capability in or over: (i) the DNA (unless otherwise agreed in writing); (ii) any identified user shared asset; or (iii) the transmission network. (f) Lumea has no responsibility for the power transfer capability at the boundary point for the DNA, and does not give any warranties in relation to this matter. The Applicant acknowledges that the power transfer capability at the boundary point for the DNA is subject to certain network limitations that are beyond Lumea's control, including: (i) TG's administration of the open access regime to which the transmission network and any identified user shared asset are subject; (ii) the behaviour of the shared transmission network and any identified user shared asset, which is dynamic and depends on many external factors including the condition of the network generally, the operation of the assets and the interaction of those assets with other plant and equipment; (iii) the nature of any entry service or exit service agreed by an Applicant with TG under a connection agreement, including any limitations on those services; and

#	Item	Detail
		(iv) any network operating requirements of TG or AEMO under the <i>Rules</i> or a connection agreement. (g) Despite anything else in this Access Policy, where this Access Policy provides a timeframe within which something must be done: (i) Lumea and the Applicant must use reasonable endeavours to complete the thing which must be done in that timeframe; (ii) Lumea and the Applicant may amend the timeframe specified in this Access Policy from time to time by written agreement; (iii) The relevant timeframe will be suspended if: (A) a dispute arises in relation to the Access Policy (in which case the timeframe will be suspended from the date of notification of that dispute until the conclusion of the dispute in accordance with clause 11); (B) an Applicant does not comply with any of its obligations as required by this Access Policy or as otherwise agreed by the parties (in which case the timeframe will be suspended from the date on which Lumea notifies the Applicant of its non-compliance until the date the Applicant rectifies the non-compliance); and (C) the action or inaction of a third party results in Lumea being unable to comply with the timeframe in this Access Policy (in which case the timeframe will be suspended from the date on which Lumea notifies the Applicant of its inability to comply with the timeframe until the date that Lumea notifies the Applicant that it is once again able to comply with the timeframe); and (iv) Lumea may terminate a negotiation under this Access Policy by written notice to the Applicant if: (A) Lumea believes on reasonable grounds that the Applicant is not conducting the negotiation under this Access Policy in good faith; (B) the Applicant repeatedly fails to comply with the requirements of this Access Policy; (C) subject to clause 5(f)(iii), the Applicant fails to comply with an obligation in this Access Policy to undertake or complete an action within a specified timeframe and, after that, does not complete the relevant action within 20 <i>business days</i> of a written request from Lumea to do so; or (D) an Insolvency Default occurs. (h) Lumea and the Applicant must negotiate in good faith and comply with the timeframes to negotiate, the pricing for, and terms and conditions, of the DNA Services, as set out in this Access Policy. (i) The Applicant may request such further information about the DNA or DNA Services as is reasonably required to enable it to prepare a request for the DNA Services it requires and contact details for access enquiries.
6	Access Enquiry	(a) A person who wishes to make an Access Request must first make an enquiry by advising Lumea of the type, magnitude and timing of the proposed facilities to be connected to the DNA (Access Enquiry).

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		(b) Within 20 <i>business days</i> of receipt of the Access Enquiry under paragraph (a), Lumea must notify the Applicant if the information provided in the Access Enquiry is inadequate to process the enquiry and, if so, advise the Applicant of: (i) what other relevant information is required; and (ii) the timeframe within which that information must be delivered for Lumea to respond to the Access Enquiry.
7	Response to Access Enquiry	(a) Within 20 <i>business days</i> after the later of receipt of the Access Enquiry and any additional information advised under clause 6(b) (if applicable), Lumea must provide the following information in writing to the Applicant: (i) whether Spare Capacity has become available for the Applicant's facilities (noting the comments on Capacity in Item 11 of Schedule 2); (ii) if there is, or is likely to be, insufficient Spare Capacity, whether the DNA can be augmented to increase its Capacity and the likely timing of any such augmentation (or otherwise confirmation that the DNA cannot be augmented to increase its Capacity); (iii) if there is, or is likely to be, sufficient Spare Capacity, a preliminary program showing proposed milestones for connection and access activities; (iv) to the extent then available, any technical requirements of TG and AEMO relating to the connection of the Applicant's facilities to and through the DNA to the transmission network; (v) the amount of the application fee payable on lodgement of an Access Request and whether Lumea requires the Applicant to enter into an agreement governing conditions, guarantees (which may include the provision of bank guarantees) and other matters relating to the payment of ongoing costs associated with processing the Access Request; and (vi) any other information that Lumea would require to process an Access Request (if made), which may include technical data and creditworthiness information.
8	Access Request	(a) A person who has made an Access Enquiry under clause 6 may, within 20 <i>business days</i> after receipt of the response to the Access Enquiry or such longer period as agreed in writing by Lumea, make an Access Request in accordance with this clause 8. (b) To be eligible for access, an Applicant must: (i) submit an Access Request containing the additional information requested in Lumea's response to the Access Enquiry; and (ii) pay the relevant application fee to Lumea.
9	Access Offer	(a) If the Access Request satisfies the technical requirements of TG and AEMO, and there is or will be sufficient Capacity on the DNA, Lumea must prepare an Access Offer. (b) Within 40 <i>business days</i> after receiving an Access Request that satisfies paragraph (a) and clause 8, Lumea must make an Access Offer to the Applicant, which includes: (i) the proposed prices for the DNA Services requested, which must be consistent with the Negotiating Principles; (ii) details of any interface equipment required to provide the DNA Services;

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		(iii) details of any augmentation or extension required to connect the proposed facilities; (iv) details of any limitations to the provision of DNA Services; (v) a description of the nature of any costs and compensation to be borne by the Applicant and an estimate of the amount of those costs, having regard to the Negotiating Principles; and (vi) the form of the Access Agreement to be entered into by Lumea and the Applicant, which must be consistent with the requirements of this Access Policy and capable of acceptance by the Applicant. (c) Unless otherwise agreed, the Access Offer must be consistent with the Negotiating Principles. (d) Consistent with the Negotiating Principles, the connection of an Applicant to the DNA and access to DNA Services must not require an existing connected party or Lumea to bear all or some of the costs of an upgrade of the DNA or maintaining an upgrade. (e) The connection of an Applicant to the DNA and access to DNA Services must not adversely affect contractual rights and obligations under any Access Agreement with existing Users to the DNA. (f) Lumea must use reasonable endeavours to provide an Access Offer that is consistent with the Access Request. (g) Lumea is not required to prepare an Access Offer or negotiate with an Applicant if it reasonably forms the view that the Applicant will not be likely to be able to meet its payment or other material obligations under an Access Agreement. (h) Lumea may specify in the Access Offer whether the Applicant will be required to provide bank guarantees, a parent company guarantee or a combination of both as a condition of any Access Agreement. (i) The Access Offer may contain different access options. (j) The Access Offer must be open for acceptance for at least 20 <i>business days</i>. (k) The Applicant may negotiate the Access Offer.
10	Access Agreement	(a) If the Applicant accepts an Access Offer, Lumea and the Applicant must negotiate an Access Agreement in good faith. (b) The term of the Access Agreement must have regard to the remaining term of Lumea and TG's network connection and access agreements with the Foundation Users. (c) An Access Agreement may be conditional upon the consent of Lumea's financiers where the DNA is debt financed. Lumea will use reasonable endeavours to obtain financier consent. (d) Within 20 <i>business days</i> of execution of an Access Agreement which includes access standards, the parties must jointly notify AEMO of the agreement, the access standards, the proposed metering installation and all other information required by AEMO. (e) If the DNA is debt financed, Lumea may also require the Applicant to enter into a tripartite deed with the financiers. Lumea and the Applicant must negotiate the terms of tripartite deed in good faith.
11	Dispute	(a) Disputes in relation to an Access Request or Access Offer, if not resolved, may be referred to commercial arbitration in accordance with rule 5.5 of the <i>Rules</i>.

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		(b) If a dispute between Lumea and the Applicant is referred to a commercial arbitrator under rule 5.5 of the <i>Rules</i>, an existing connected party to the DNA that is impacted by the substance of the dispute may elect in writing to be joined to the arbitration. If such an election is made, Lumea and the Applicant agree to the existing connected party being joined to the arbitration.
12	Pricing methodology	(a) As the DNA does not have any Spare Capacity, an augmentation or upgrade would be required in order to accommodate any Access Request. Accordingly, Lumea is not in a position to include likely charges for different types of facilities connecting to the DNA in the Access Policy without further detail on the nature of the Access Request. (b) A scoping study will be undertaken to determine the feasibility of possible connection arrangements and develop a solution to upgrade the DNA to accommodate the new connection. The scoping study will develop a connection solution as well as set out the operation, maintenance and capital costs of the connection solution. The scoping study will take into consideration factors including capacity, technology type and whether the facilities comprise a generator, load or BESS. (c) An annual service fee will be calculated for the connection to the DNA and the provision of DNA Services, which may include some or all of the following cost components: (i) scoping study costs; (ii) financing costs; (iii) capital costs incurred for the increase in the Capacity of the DNA or alteration to the existing DNA, including the moving of metering and other related equipment, to provide the DNA Services; (iv) any lost revenue incurred during an upgrade of, or alteration to, the existing DNA; (v) any changes in revenue incurred by the existing connected party resulting from changes to its marginal loss factor caused by the subsequent connection to the DNA; (vi) any increase in operation and maintenance costs caused by the subsequent connection to the DNA; (vii) any increase in the costs of any charges for use of system services incurred by the existing connected parties caused by the subsequent connection to the DNA; and (viii) a commercial internal rate of return. (d) The above cost components will be subject to: (i) the requirements of Schedule 5.12 of the <i>Rules</i> (as further particularised in Appendix 1 (Key Terms)); and (ii) standard commercial conditions, including but not limited to liability and indemnity caps and any credit support requirements (which may include the requirement for the provision of bank guarantees, parent company guarantees or a combination of both). (e) An annual service fee will be payable for the term of the connection, which is generally 20-30 years. Note that this excludes fees for any <i>identified user shared asset</i> associated with connection to the transmission network which, together with generator performance standard requirements, would be determined under the normal connection application process under Chapter 5 of the <i>Rules</i>.

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13	Confidentiality	(a) Subject to paragraph (b) and clause 14, Lumea and the Applicant will keep the contents and/or terms of any: (i) Access Enquiry; (ii) Access Request; (iii) Access Agreement (whether or not executed); and (iv) notices, correspondence, documents or responses provided by Lumea in connection with this Access Policy, confidential, unless the other party consents to its disclosure. (b) Lumea may disclose information provided by the Applicant or relating to the Applicant's facilities to TG, AEMO and the Local Network Service Provider.
14	Existing Users	(a) Subject to paragraph (b), Lumea will notify existing Users if it receives an Access Enquiry or Access Request from an Applicant and may consult with each existing User in relation to any potential impacts of a proposed Access Enquiry, Access Request or Access Offer on that existing User. (b) Lumea may disclose information provided by the Applicant or relating to the Applicant's facilities to existing Users to the extent reasonably necessary to comply with paragraph (a). Lumea will consult with the Applicant before disclosing any such information identified as confidential and will use reasonable endeavours to procure that existing Users enter into reasonable confidentiality arrangements with the Applicant. (c) To the extent Lumea recovers from a future User an amount on account of the lost revenue or increased cost of an existing User referred to in clauses 12(c)(iv), 12(c)(v) or 12(c)(vii) above, Lumea shall pass on such amount to the existing User once the amount is recovered from the future User.
15	Notices	(a) A notice, consent (including an approval), information, application or request that must or may be given or made to a party under this Access Policy is only given or made if it is in writing and posted or delivered to that party at its address set out below. (i) Lumea: (A) Address: 180 Thomas Street, Sydney, NSW, 2000 (B) Email: contracts@lumea.com.au, or such email address later notified to the Applicant as Lumea's email address for notice. (ii) Applicant: (A) Address: The address nominated by the Applicant as part of its Access Enquiry or Access Request. (B) Email: The email address used by the Applicant to make an Access Enquiry, or such email address later notified to Lumea as the Applicant's email address for notice. (b) A notice, consent, information, application or request is to be treated as given or made at the following time: (i) if it is delivered, when it is left at the relevant address; (ii) if it is sent by post, 5 <i>business days</i> after it is posted; or (iii) if sent by email, at the earliest of: (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

#	Item	Detail
		(B) the time that the intended recipient confirms receipt of the email by reply email; and (C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered. (c) If a notice, consent, information, application or request is delivered after 5:00pm or on a day that is not a business day, it is to be treated as having been given or made at the beginning of the next business day.

Schedule 1: Definitions

Capitalised terms in this Access Policy have the following meanings:

Access Agreement means an agreement to provide certain DNA Services between Lumea, a User and any third party (if any) (irrespective of whether Lumea also provides other services under that agreement).

Access Enquiry means an enquiry under clause 6.

Access Offer has the meaning described in clause 9.

Access Policy means this Access Policy, as amended by Lumea from time to time.

Access Request means a request for DNA Services under clause 8.

Applicant means a person seeking DNA Services pursuant to this Access Policy.

Capacity means the capacity of the DNA as set out in Item 3 of Schedule 2.

DNA means the designated network assets described in Schedule 2.

DNA Services means services provided by Lumea that relate to:

- (a) providing access to the DNA (but does not include a requirement for Lumea to extend or replicate the DNA);
- (b) providing information regarding the DNA;
- (c) undertaking cut-in works to the DNA; and
- (d) undertaking upgrades to existing assets that comprise the DNA or increasing the capacity of the DNA.

Foundation User means those persons listed in Item 8 of Schedule 2.

Insolvency Default means the Applicant:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) is insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth);
- (c) must be presumed by a court to be insolvent by reason of an event set out in section 459C(2) of the Corporations Act 2001 (Cth);
- (d) fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act 2001 (Cth));
- (e) has an administrator or small business restructuring practitioner appointed or any step preliminary to the appointment of an administrator or small business restructuring practitioner is taken;
- (f) has a controller (within the meaning of section 9 of the Corporations Act 2001 (Cth)) or similar officer appointed to all or any of its property;
- (g) has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

Lumea means Lumea Pty Limited (ACN 626 136 865) as trustee for Lumea Trust (ABN 94 121 353 950).

Negotiating Principles means the negotiating principles set out in Schedule 5.12 of the *Rules*.

New Capacity means additional Capacity (above that set out in Item 3 of Schedule 2) resulting from an *augmentation* of the DNA.

Spare Capacity means the Capacity which is not contracted to a User under an Access Agreement.

TG means NSW Electricity Networks Operation Pty Limited (ACN 609 169 959) as trustee for NSW Electricity Networks Operations Trust (ABN 70 250 995 390).

User means a person who has entered into an Access Agreement with Lumea in respect of the DNA.

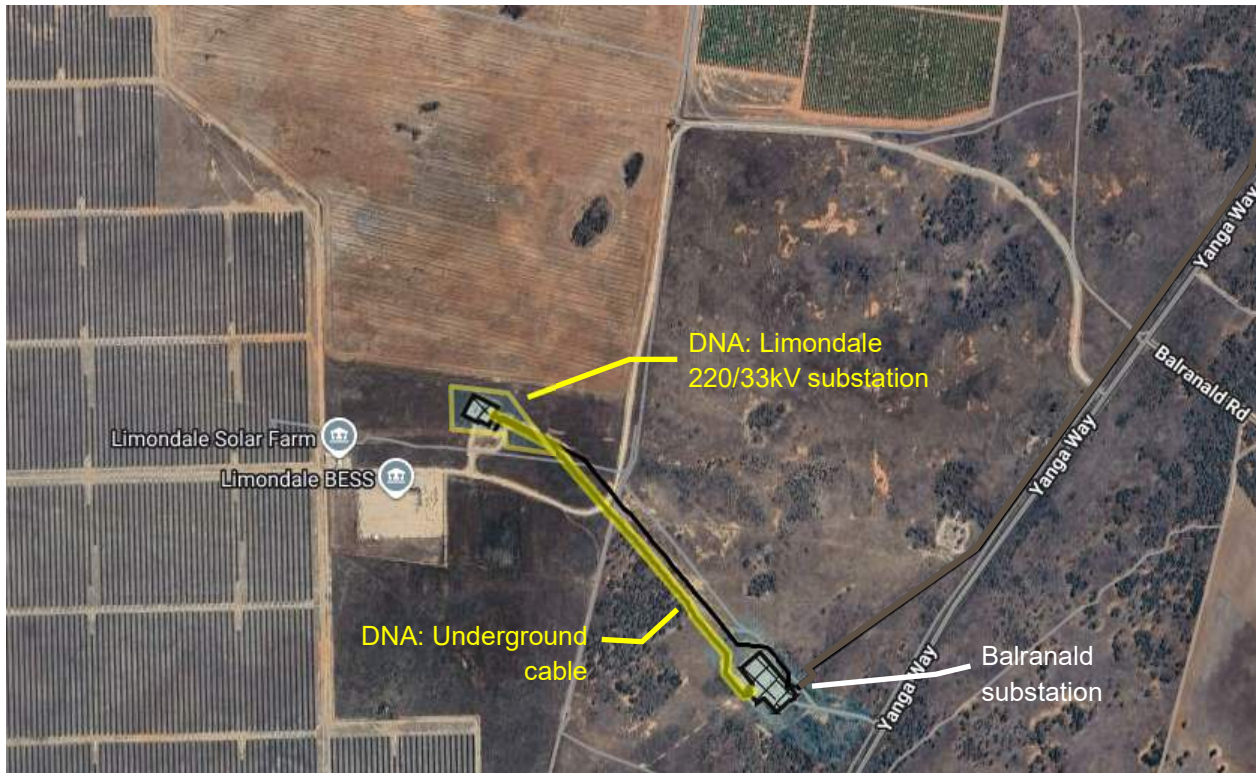
Schedule 2: DNA information schedule

1	Name of DNA	Limondale DNA
2	Location and route	Limondale substation is located at Lot 1/ DP1308859, 14km south of the town of Balranald in NSW. The underground cable route traverses between Limondale substation and Balranald substation through: • Lot 1 in DP1308859 (Limondale substation) • Lot 2 in DP1308859 • Lot 2 In DP 1244941 • Lot 2 in DP1017111 • Lot 7307 in DP1158277 • Lot 7306 in DP1158277 • Lot 48 in DP1015985 (Balranald substation) A diagram of the route and location is set out in Schedule 4.
3	Capacity (including any limitations to increasing capacity)	The Capacity of the DNA is 250MVA. As at the date of this Access Policy, all existing Capacity of the DNA has been contracted to the Foundation Users under their respective connection and access agreements, and the DNA has no Spare Capacity which can be contracted to future Applicants without augmenting the power transformer. There are space limitations to augmenting the DNA to increase Capacity within the Limondale substation property.
4	Voltage	220/33kV
5	Rating	The existing rating of the X8 feeder between Balranald and Limondale SF Substation is 336 MVA (883A). The existing transformer at Limondale substation is a 220/33kV 250MVA unit.
6	Tenure Arrangements	The land on which the DNA is built is currently owned by Electricity Transmission Ministerial Holding Corporation.
7	Description of components	The DNA comprises: • Underground cable: ○ Approximately 1.1km of 220kV single circuit underground cable between Balranald and the Limondale substation. ○ Duplicated 72F single mode underground fibre cable for control and protection communications between Balranald substation and the Limondale substation. • Limondale 220/33kV substation: ○ One combined 220kV line and transformer switchbay with all required HV plant and associated secondary systems. ○ One 220/33kV 250MVA transformer. ○ One 33/0.415kV Auxiliary/Earthing Transformer

		- One 33KV BESS connection switchbay - One 33KV Harmonic Filter connection switchbay - An additional secondary services building (SSB) - The <i>designated network assets</i> include the Primary and Secondary works associated with the above.
8	Foundation Users	Limondale Sun Farm Pty Ltd (ACN 617 558 728) Limondale Battery Pty Ltd (ACN 665 593 993)
9	Foundation Capacity	Total 250MVA.
10	Facilities connected to DNA	The <i>facilities</i> comprise a solar farm owned by Limondale Sun Farm Pty Ltd (ACN 617 558 728) and a BESS owned by Limondale Battery Pty Ltd (ACN 665 593 993). The solar farm is <i>connected</i> to the DNA via a <i>dedicated connection asset</i> owned by Lumea. The solar farm facilities comprise the solar panels, structures, inverters, power cable reticulation, communication and supporting infrastructure for the 220MW solar farm. The BESS is <i>connected</i> to the DNA via a <i>dedicated connection asset</i> owned by Limondale Battery Pty Ltd. The BESS facilities consist of the LIM BESS, inverters, power cable reticulation, communication and supporting infrastructure, 33kV switchgear and everything up to the connection point.
11	Limitations relating to the development, operation, upgrade to existing assets or increase in the capacity of the DNA	As set out in Item 3 of this Schedule 2, the Capacity of the DNA is 250MVA and there is currently no Spare Capacity. There are physical space limitations to augmenting the DNA and this prevents the ability to upgrade the DNA within the bounds of the current property to provide any New Capacity. New development, planning and environmental approvals may be required for any upgrade works. This will be the responsibility of the Applicant. This may include (but is not limited to): - cultural heritage approvals; - native vegetation approvals; - arranging and paying for all required monitoring under approval plans; and - identifying and satisfying all requirements of the NSW Office of Environment and Heritage and the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth) (including the development, submission and approval of a management plan by the NSW Office of Environment and Heritage).
12	Date of its approval by the AER	As per the date of approval in the AER's published decision in relation to this Access Policy.

Schedule 3: Variation record

Schedule 4: Limondale DNA – Location and Route



Limondale substation is located at Lot 1/ DP1308859, 14km south of the town of Balranald in NSW.

The underground cable route traverses between Limondale substation and Balranald substation through:

- Lot 1 in DP1308859 (Limondale substation)
- Lot 2 in DP1308859
- Lot 2 In DP 1244941
- Lot 2 in DP1017111
- Lot 7307 in DP1158277
- Lot 7306 in DP1158277
- Lot 48 in DP1015985 (Balranald substation)

Appendix 1 – Key Terms

1. Subject to clause 2 below, the price for a DNA Service should be at least equal to the reasonable estimate of avoided cost of providing it but no more than the reasonable estimate of cost of providing it on a stand-alone basis. Avoided costs may include, without limitation, the following costs that would be incurred by the existing Users and the owner of the DNA:
 - (a) capital costs incurred by the owner of the DNA for the increase in the Capacity or alteration to, that existing DNA including the moving of metering and other related equipment, to provide the DNA Service;
 - (b) any lost revenue incurred by the owner of the DNA or existing Users during an upgrade of, or alteration to the existing DNA;
 - (c) any changes in revenue incurred by the existing Users resulting from changes to its marginal loss factor caused by the subsequent connection to the DNA;
 - (d) any increase in operation and maintenance costs incurred by the owner of the DNA caused by the subsequent connection to the DNA; and
 - (e) increase in the costs of any charges for use of system services incurred by the existing Users caused by the subsequent connection to the DNA.
2. If the avoided cost of providing a DNA Service is greater than the cost of providing that service on a stand-alone basis, the price for the DNA Service may be less, but must be no more, than the avoided cost.

Note:

As avoided costs includes revenue losses, there may be scenarios where the avoided cost of providing the DNA Service is higher than the stand-alone costs of constructing new assets to provide that DNA Service.
3. The price for a DNA Service should be such as to enable the owner of the DNA to recover the efficient costs of complying with all regulatory obligations or requirements associated with the provision of the DNA Service.
4. The connection of an Applicant to an existing DNA and access to DNA Services must not adversely affect contractual rights and obligations of a User to the DNA with the relevant owner of a DNA.
5. The connection of an Applicant to a DNA and access to DNA Services must not:
 - (a) result in the Applicant becoming the owner of any part of the existing DNA or upgrade of that asset without the consent of the existing owner;
 - (b) require an existing User or the owner of the DNA to bear all or some of the costs of an upgrade of the DNA or maintaining an upgrade;
 - (c) require an existing User to the DNA to bear all or some of the costs of a connection to the DNA or maintaining a connection; or
 - (d) require the owner of a DNA to extend or replicate the DNA.