

OFFICIAL

Community Engagement  
and Social Value Guidelines  
for Renewable Energy and  
Transmission Projects

June 2026

# Appendix B

## Landholder public liability – detailed guidance



VicGrid 

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Energy,  
Environment  
and Climate Action

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Further, the contents of these guidelines do not constitute legal or business advice and should not be relied on as a substitute for obtaining detailed advice about any obligations under the NEVA, the National Electricity (Victoria) Law, the National Electricity Rules, and any other relevant laws, codes, rules, procedures or policies, or any aspect of the National Electricity Market or the electricity industry.

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## Appendix B

# Landholder public liability – detailed guidance

The intent of this guidance is to ensure host landholders and neighbouring landholders do not face an increased liability position as a result of new renewable energy or transmission projects, by placing expectations on developers to limit their right of recovery against eligible landholders.

## Key terms

| Term                            | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Gross negligence</b>         | Any negligent act or omission involving a serious disregard to an obvious and material risk and which the party knew or ought reasonably to have known would result in substantial loss or damage being suffered or incurred.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Host landholder</b>          | A landholder whose property hosts or is anticipated to host a renewable energy or transmission project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Landholder</b>               | A person or entity in possession or occupation of private land, by means of a legal or beneficial freehold or leasehold interest or contractual right as licensee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Neighbouring landholder</b>  | A landholder whose property: <ul style="list-style-type: none"> <li>• is located within 3.5 km of the project boundary of a renewable energy or transmission project and in a rural zone (as defined under the applicable planning scheme); or</li> <li>• shares a title boundary with a property that hosts or is anticipated to host a renewable energy or transmission project (or is separated from the property only by a road) and is in a residential zone, industrial zone, commercial zone or special purpose zone (as defined under the applicable planning scheme).</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Project boundary</b>         | <p>For a renewable energy project:</p> <ul style="list-style-type: none"> <li>• the title boundary of land hosting the project assets; and</li> <li>• to the extent private transmission and connection assets are comprised within a renewable energy project: <ul style="list-style-type: none"> <li>– the transmission easement, as it relates to transmission towers, poles, conductors and/or cables, whether above or under ground; or</li> <li>– the fence bounding the relevant assets, as it relates to private transformers, stations, converter stations, transition stations and similar assets.</li> </ul> </li> </ul> <p>For a transmission project:</p> <ul style="list-style-type: none"> <li>• the transmission easement, as it relates to transmission towers, poles, conductors and/or cables, whether above or under ground; or</li> <li>• the fence bounding the relevant infrastructure, as it relates to terminal stations and other fixed infrastructure forming part of the declared shared network.</li> </ul> |
| <b>Project developer</b>        | A company developing a renewable energy or transmission project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Renewable energy project</b> | New renewable energy generation, storage and hybrid projects, including private transmission and connection assets needed to connect the project to the declared transmission system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Transmission project</b>     | New transmission infrastructure under development that is considered part of the declared shared network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Minimum ongoing expectations for project developers

### Limiting rights of recovery against landholders

Renewable energy or transmission project developers are expected to release host and neighbouring landholders during the construction, operational and decommissioning phase from any claim arising from or in connection with loss or damage to project infrastructure, or any business interruption, to the extent that:

- the landholder has caused or contributed to loss, damage or business interruption; and
- the value of the claim/loss exceeds the limit of indemnity of the public liability insurance effected by the relevant landholder, where such cover is in place.

In cases where a host landholder or neighbouring landholder does not have and maintain public liability insurance, project developers are expected to offer a full release from any claims against the landholder.

In addition, to give effect to the intent of the release, project developers are expected to take all reasonable endeavours available to them to ensure that host and neighbouring landholders are not exposed to claims in respect of loss or damage to project infrastructure (including any subsequent business interruption) from the project developer's contractors on the project, and the insurers of those contractors.

Project developers are expected to formalise the release as soon as reasonably practicable in project development and delivery, either through a deed poll of release in favour of eligible landholders or an agreement with eligible landholders. VicGrid has included an example deed poll of release in this appendix that project developers may use to formalise the release if they choose to do so.

The project developer is expected to take all reasonable endeavours to ensure their relevant insurers (for example, their contract works and/or industrial special risks and business interruption insurers) are aware of this release of recovery rights and accept that they too are bound by this release in the context of any potential subrogation. For the avoidance of doubt, this may include negotiating a waiver of subrogation in favour of eligible landholders.

This guidance does not preclude project developers from:

- offering host landholders and neighbouring landholders greater protections (in addition to a release);
- negotiating an alternative approach that is on terms no less beneficial to the landholder than expected under this guideline; and
- offering protections to additional landholders that do not meet the definition of host landholder or neighbouring landholder.

### Example

A neighbouring landholder is protected by a public liability insurance policy with a \$20 million limit of liability. The neighbouring landholder unintentionally causes a fire that damages the project developer's solar farm. The fire causes losses in the amount of \$30 million, and the project developer makes a claim for the damages with their insurer.

In accordance with these expectations, where the neighbouring landholder's insurer agrees to indemnify the landholder for such losses, the project developer's insurer can recover \$20 million from the landholder's insurer. The project developer's insurer will be responsible for those amounts which exceed the coverage provided by the landholder's policy, without recourse to the landholder.

Thus, the project developer's insurer will not seek to recover from the neighbouring landholder the \$10 million which is in excess of the indemnity provided by the landholder's public liability insurance cover.

## Exceptions to minimum expectations

The project developer is not expected to provide a release:

- to the extent that the damage or loss to a renewable energy or transmission project is caused or contributed to by the landholder due to its gross negligence or wilful acts, including dishonest, fraudulent, criminal or malicious acts;
- in relation to a landholder that is a public company (as defined in the Corporations Act 2001), a large proprietary company (as defined in the Corporations Act 2001), a company registered outside of Australia, or a subsidiary of one of these company types; or
- in relation to another renewable energy or transmission project.

## Eligibility for release and changes affecting eligibility

Eligibility for a release should be determined at the time the release is first granted to the landholder. However, a project developer is only expected to provide a release for as long as the landholder meets the eligibility criteria set out in these guidelines. Therefore, the release provided may be expressed as only applying for as long as the landholder meets the eligibility criteria.

Where a landholder becomes eligible for a release (where they were previously not eligible), the project developer is expected to provide a release from the date that the landholder becomes eligible.

For the purposes of these guidelines, a change in a landholder's eligibility status may occur due to changes in:

- a) the status of the landholder (e.g. neighbouring landholder, public company or a company registered outside of Australia);
- b) applicable planning schemes or zoning of the landholder's property;
- c) the boundaries of the renewable energy or transmission project; or
- d) ownership of the property.

## Evidence and documentation

### Expectations on renewable energy project developers

Renewable energy project developers applying for an access authority under the Victorian Access Regime will be expected to demonstrate how they will address these expectations.

Following the award of a grid impact authority or renewable energy zone scheme authority, renewable energy project developers are expected to effect the release and provide all eligible landholders with written notice as soon as reasonably practicable and before the commencement of construction.

### Expectations on transmission project developers

Transmission project developers are expected to demonstrate how they will address these expectations when providing their proposal for the project to VicGrid.

Once a contract is awarded, transmission project developers are expected to effect the release and provide all eligible landholders with written notice as soon as reasonably practicable and before the commencement of construction.

## Updating the landholder public liability requirements

VicGrid will review the landholder public liability expectations within 24 months of the release of the Community Engagement and Social Value guidelines. The expectations may also be reviewed before this time in response to any significant changes in standard practices within the insurance industry, including alignment of industry practices with a national approach to address landholder public liability concerns.

## Example Deed Poll

### Explanatory note

The below Deed Poll is provided by the Project Developer in accordance with the expectations set out in the Community Engagement and Social Value Guidelines for Renewable Energy and Transmission Projects released by VicGrid on 12 June 2026. The purpose of the release contained in the Deed Poll is to ensure that Host Landholders and Neighbouring Landholders (as defined) do not face increased liability as a result of new renewable energy or transmission projects.

Depending on the terms of the relevant Host Landholders' and Neighbouring Landholders' insurance cover (if any), they may be required to disclose to their insurance provider the existence of any renewable energy and/or transmission infrastructure that is on or in proximity to their land. If required, they may provide a copy of this Deed Poll to their insurance provider.

This document is signed by the Project Developer by way of Deed Poll and will be published online. No action is required from the Host Landholder or Neighbouring Landholder for this Deed Poll to take effect. The Project Developer agrees that this Deed Poll is intended to be enforceable in accordance with its terms and its publication online constitutes delivery of the Deed Poll to all Eligible Landholders.

Note: This note is provided for explanatory purposes only.

## Deed Poll

**Date** \_\_\_\_\_ **2026**

**By:** **[Project Developer] [ABN] of [Address] (Project Developer)**

**In favour of:** **each Eligible Landholder (as defined) from time to time**

### Background

- A. The Project Developer is undertaking the development, construction, operation and decommissioning of renewable energy project and/or transmission infrastructure on or in proximity to land or properties owned or occupied by certain landholders.
- B. VicGrid has released the Community Engagement and Social Value Guidelines for Renewable Energy and Transmission Projects on 12 June 2026. Appendix B to these Guidelines are the "Landholder public liability expectations" (**PL expectations**) which aim to ensure that Eligible Landholders are not exposed to increased liability as a result of new Renewable Energy Projects or Transmission Projects. This appendix sets out VicGrid's expectations of project developers, including that they will limit their rights of recovery against Eligible Landholders.
- C. The Project Developer is entering into this Deed Poll for the benefit of Eligible Landholders to fulfil the PL expectations.

## Operative provisions

# 1. Definitions and interpretation

## 1.1 Definitions

The following definitions apply in this Deed Poll:

**Effective Date** means the date upon which the Project Developer has signed this Deed Poll.

**Eligible Landholder** means a Landholder that is a Host Landholder or a Neighbouring Landholder at the Effective Date, or becomes a Host Landholder or a Neighbouring Landholder after the Effective Date, but in all cases excluding any Landholder that is a:

- (a) public company (as defined in the *Corporations Act 2001* (Cth));
- (b) large proprietary company (as defined in the *Corporations Act 2001* (Cth));
- (c) company registered outside of Australia; or
- (d) subsidiary of any of the company types described in paragraphs (a) – (c).

**Gross Negligence** means any negligent act or omission involving a serious disregard to an obvious and material risk and which the negligent party knew or ought reasonably to have known would result in substantial loss or damage being suffered or incurred.

**Host Landholder** means a Landholder whose property hosts or is anticipated to host the Project.

**Infrastructure** means all temporary and permanent infrastructure, equipment, machinery, plant and other works constructed, installed, upgraded, enhanced, operated or decommissioned as part of the Project.

**Landholder** means a person or entity in possession or occupation of private land, by means of a legal or beneficial freehold or leasehold interest or contractual right as licensee.

**Neighbouring Landholder** means a Landholder whose property:

- (a) is located within 3.5 km of the Project Boundary and in a rural zone (as defined under the applicable planning scheme); or
- (b) shares a title boundary with a property that hosts or is anticipated to host the Project (or is separated from the property only by a road) and is in a residential zone, industrial zone, commercial zone or special purpose zone (as defined under the applicable planning scheme).

**Project** means [please insert description of the project to which this deed poll applies].

**Project Boundary** means:

- (a) for a Renewable Energy Project:
  - (i) the title boundary of land hosting Project Infrastructure; and
  - (ii) to the extent private transmission and connection Infrastructure is comprised within a Renewable Energy Project:
    - A. the transmission easement, as it relates to transmission towers, poles, conductors and/or cables, whether above or under ground; or
    - B. the fence bounding the relevant Infrastructure, as it relates to private transformers, stations, converter stations, transition stations and similar assets.
- (b) for a Transmission Project:

- (i) the transmission easement, as it relates to transmission towers, poles, conductors and/or cables, whether above or under ground; or
- (ii) the fence bounding the relevant Infrastructure, as it relates to terminal stations and other fixed infrastructure forming part of the declared shared network.

**Project Developer** means the entity developing the Project that has entered into this Deed Poll.

**Release** means the release given under clause 2.

**Relevant Period** means the period during which a Landholder is an Eligible Landholder.

**Renewable Energy Project** means a new renewable energy generation, storage and hybrid project, including private transmission and connection assets needed to connect the project to the declared transmission system.

**Transmission Project** means new transmission infrastructure under development that is considered part of the declared shared network.

**Wilful Conduct** means any wilful, dishonest, fraudulent, criminal or malicious act.

## 1.2 Interpretation

In this Deed Poll:

- (a) a reference to a party or person includes an individual, the estate of an individual, a corporation, a body corporate, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, a trust or other entity;
- (b) a reference to a party or person includes its executors, administrators, liquidators, successors and permitted assigns;
- (c) a reference to any legislation includes all subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (d) a reference to any document (including this Deed Poll) is to that document as varied, novated, ratified or replaced from time to time;
- (e) headings are for convenience only and do not affect the meaning or interpretation of this Deed Poll;
- (f) the word 'includes' in any form is not a word of limitation;
- (g) words in the singular include the plural and vice versa; and
- (h) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

## 2. Release

- (a) Subject to clauses 2(b) and 2(c), the Project Developer agrees to forever release and discharge an Eligible Landholder from any claim arising from or in connection with loss or damage to Project Infrastructure (including any business interruption arising from the loss or damage) that is caused or contributed to by that Eligible Landholder during the Relevant Period.
- (b) Where the Eligible Landholder holds or maintains public liability insurance, the Release applies only to the extent that the value of the claim or loss exceeds the limit of indemnity of the public liability insurance held by that Eligible Landholder.
- (c) The Release does not apply to the extent that the loss or damage to Project Infrastructure is caused or contributed to by an Eligible Landholder's Gross Negligence or Wilful Conduct.

### 3. Project Developer contractors

The Project Developer must take all reasonable endeavours to ensure that its contractors release Eligible Landholders on equivalent terms to the Release, or otherwise do not pursue Eligible Landholders for loss or damage the subject of the Release.

### 4. Notification to insurers

The Project Developer must take all reasonable endeavours to ensure that the insurers under their contract works and/or industrial special risks and business interruption insurance policies (and any other relevant insurances):

- (a) are made aware of the Release (and this Deed Poll) in accordance with their obligations under those insurance policies and at law; and
- (b) accept that they are also bound by the Release for the purposes of any potential subrogated actions.

## 5. General

#### 5.1 Governing law

This Deed Poll is governed by and must be construed according to the laws of the State of Victoria, Australia.

#### 5.2 Warranties

The Project Developer represents and warrants that it has the power and authority to enter into and perform its obligations under this Deed Poll.

#### 5.3 Severability

In the event that any provision of this Deed Poll is held to be invalid, illegal or unenforceable, that provision must, to the extent of the invalidity, illegality and unenforceability, be ignored in the interpretation of this Deed Poll and all other provisions of this Deed Poll will remain in full force and effect.

#### 5.4 Enforcement

- (a) An Eligible Landholder may enforce this Deed Poll as if a separate deed poll on the terms of this Deed Poll was executed in favour of each Eligible Landholder individually.
- (b) If a Landholder is at any stage an Eligible Landholder, but subsequently ceases to be an Eligible Landholder, it may still enforce this Deed Poll subject to its terms (including the limitation in respect of the Relevant Period in the Release).

**Executed and delivered** as a Deed Poll.

*[Insert appropriate execution block for Project Developer]*

## Contact us



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