



(Day) (Month) 2018 Version

Transmission Network Assets Works Agreement for (Project)

Dated:

Queensland Electricity Transmission Corporation Ltd (trading as “Powerlink Queensland”) (ABN 82 078 849 233) (“**Powerlink**”)

(Proponent Company Name) Pty Ltd (ABN (#)) (“**Proponent**”)

Transmission Network Assets Works Agreement

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Details

Parties	Powerlink and Proponent	
Powerlink	Name	Queensland Electricity Transmission Corporation Ltd (trading as “Powerlink Queensland”)
	ABN	82 078 849 233
	Address	33 Harold Street VIRGINIA QLD 4014
	Telephone	+61 7 3860 2111
	Fax	+61 7 3860 2100
	Email	netwcustomers@powerlink.com.au
	Attention	Manager Network Customers
Proponent	Name	(Proponent Company Name) Pty Ltd
	ABN	(ABN #)
	Address	(Address)
	Telephone	+61 (Phone #)
	Fax	+61 (Fax #)
	Email	(Email)
	Attention	(Role)

Governing law	Queensland
Date of agreement	The date that the last party signs this agreement as appears on the Signing pages.
Land Access and Works Approval Completion Date	[insert]

Recitals

- A To facilitate the Proponent’s activities, Proponent has requested Powerlink to permanently modify the Existing Transmission Network Assets.
- B Powerlink has no current reason to perform the Transmission Network Assets Works, however, subject to the terms and condition of this Deed it has agreed to perform them at the request of Proponent.
- C Because the Transmission Network Assets Works are not scheduled as part of Powerlink’s usual construction, maintenance and replacement program, the performance of the Transmission Network Assets Works, at the request of Proponent, gives rise to a range of issues for Powerlink to manage, including, the allocation of resources amongst projects, the priority and timing of Powerlink works, pricing of works, risks and liability.
- D Powerlink is willing to undertake works in the nature of the Transmission Network Assets Works if:
- (i) Powerlink is not worse off or disadvantaged by performing the Transmission Network Assets Works; and
 - (ii) Proponent agrees to an allocation of risk, liability and responsibility that gives effect to the principles stated in Recitals A, B, C and D, (as outlined in this agreement).
- E Proponent acknowledges that the performance of the Transmission Network Assets Works is a service and does not create an asset or any proprietary rights in favour of Proponent.
- F Proponent further acknowledges that on completion of the Transmission Network Assets Works, there will be no change in the regulatory categorisation of the relevant part of Powerlink’s Transmission Network resulting from the performance of the Transmission Network Assets Works.
- G Proponent is responsible for obtaining all Land Access Rights, New Land Rights and Works Approvals.
- H On satisfactory completion of the Transmission Network Assets Works Preconditions, Powerlink will perform the Transmission Network Assets Works according to this agreement.
- I Powerlink is responsible for the overall project management, supervision, procurement, supply, delivery, commissioning, demolition and rehabilitation of the Transmission Network Assets Works.
- J The performance of the Transmission Network Assets Works may result in outages occurring on Powerlink’s Transmission Network and this may result in Powerlink receiving less of an increase, more of a decrease or less of an adjustment to its Maximum Allowed Revenue under the Service Target Performance Incentive Scheme. Proponent has agreed to pay these amounts to Powerlink in accordance with clause 6.5 (“*Service Target Performance Incentive Scheme*”).

1. Definitions and interpretation

1.1 Definitions

The following words have these meanings in this agreement unless the contrary intention appears:

Adverse Transmission Network Assets Impact has the meaning given in clause 3.11 (“*Proponent’s activities*”).

AER means the Australian Energy Regulator.

Amount of the Consideration means:

- (a) (**monetary**) the amount of any payment in connection with a supply; and
- (b) (**non-monetary**) in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.

Approved Plan of Works means the approved plan of Transmission Network Assets Works contained in Schedule 2 (“*Approved Plan of Works*”).

Australian Commercial Disputes Centre means the Australian Commercial Disputes Centre Limited (ABN 87 003 042 840).

Authorised Officer means a director or a secretary of a party or any other person appointed by a party to act as an Authorised Officer for the purposes of this agreement.

Authority means any Federal, State or Local Government, or any ministry, department, court, commission or similar entity.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

Cleared Funds means immediately available funds, so that if they are paid to a recipient:

- (a) (**vesting**) no further confirmation is required to vest the money in the recipient;
- (b) (**no revocation**) the property of the recipient in the funds cannot be revoked by any person; and
- (c) (**no action**) no further action or lapse of time is required to enable the recipient to pay those funds away.

Confidential Information means:

- (a) (**agreement terms**) the terms of this agreement (but not the existence of the agreement);
- (b) (**information**) any information, data, documents or other material that is supplied directly to or received directly by one party from the other in connection with this agreement); and
- (c) (**expert decisions**) any report, decision or determination (draft or final) of any mediator or expert appointed under clause 9 (“*Dispute resolution*”).

Controller has the meaning it has in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Costs includes fees, costs, charges, expenses and amount payable, including those incurred in connection with contractors, consultants and advisers.

Cultural Heritage Agreements means all agreements, permits and plans (on terms and conditions acceptable to Powerlink) required to be entered into or obtained by Powerlink or

by Proponent for Powerlink to enable Powerlink to perform the Transmission Network Assets Works.

Designated Bank Account means an account in the name of Powerlink (the details of which will be notified to Proponent) or such other account as notified to Proponent by Powerlink from time to time.

Details means the section of this agreement headed “*Details*”.

Dispute includes any dispute, controversy, difference or claim arising out of or in connection with this agreement or the subject matter of this agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination.

Dispute Notice has the meaning given in clause 9.2 (“*Negotiation*”).

End Date has the meaning in clause 12.2 (“*End Date*”).

Estimated Transmission Network Assets Works Completion Date means the date stated in the Approved Plan of Works as being Powerlink’s Estimated Transmission Network Assets Works Completion Date including any revised Estimated Transmission Network Assets Works Completion Date made under clause 3.7 (“*Delay in completing Transmission Network Assets Works*”).

Excluded Information means Confidential Information which:

- (a) **(public domain)** is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the disclosing party by the other party; or
- (b) **(already known)** the recipient of the Confidential Information can prove by contemporaneous written documentation was already known to it at the time of disclosure by the other party (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) **(approved source)** the recipient of the Confidential Information acquires from a source other than the other party or any Related Entity or Representative of the other party where such source is entitled to disclose it.

Existing Land Access Rights means the existing Land Access Rights in favour of Powerlink for the Existing Transmission Network Assets as generally shown and described in Schedule 1 (“*Descriptions and maps of Land, areas and assets*”).

Existing Transmission Network Assets Area means that part, or those parts, of the Land as generally shown in Schedule 1 (“*Descriptions and maps of Land, areas and assets*”).

Existing Transmission Network Assets means the existing transmission Network assets located on the Existing Transmission Network Assets Area, as generally described and shown in Schedule 1 (“*Descriptions and maps of Land, areas and assets*”).

Expert has the meaning given in clause 9.5 (“*Expert determination*”).

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

GST has the meaning it has in the GST Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST exclusive market value has the meaning it has in the GST Act.

Initiating Party has the meaning given in clause 9.2 (“*Negotiation*”).

Input Tax Credit has the meaning it has in the GST Act.

A person is **Insolvent** if:

- (a) (**insolvent**) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) (**liquidation**) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or
- (c) (**arrangement**) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent); or
- (d) (**application/order**) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) (**statutory demand**) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) (**statutory event**) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
- (g) (**debts**) it is otherwise unable to pay its debts when they fall due; or
- (h) (**similar effect**) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Interest Rate means the rate equal to the current one month Australian Bank Bill Swap Reference Mid Rate specified by Reuters Monitored Service page BBSY at or about 10.00 am (Sydney time) on the first Business Day of each calendar month.

Invoice means a valid Tax Invoice provided to Proponent by Powerlink pursuant to clause 6 (“*Payment*”) or any other relevant provision of this agreement for which Powerlink is entitled to the payment of money from Proponent under this agreement.

Land means the land on which the activities contemplated by this agreement are likely to occur and includes:

- (a) relevant parts of the land held by Proponent or Related Entities;
- (b) the land over which Powerlink has at the date of this agreement Existing Land Access Rights,
- (c) any New Land Rights

as generally shown and described in Schedule 1 (“*Descriptions and maps of Land, areas and assets*”). **Land Access Rights** means all approvals, licences, permits, consents, easements, rights of way, entitlements, authorisations, authorities from any land owner, leaseholder, tenement holder, occupier, infrastructure operator or Government Agency (including Proponent) as required or needed to provide Powerlink and its employees, representatives, contractors and subcontractors full and proper access to:

- (a) (**new area/assets**) the New Transmission Network Assets Area and the New Transmission Network Assets placed on the New Transmission Network Assets Area;
- (b) (**existing area/assets**) the Existing Transmission Network Assets Area and the Existing Transmission Network Assets;
- (c) (**roads**) any roads, infrastructure or facilities necessary to access the areas mentioned in paragraphs (a) and (b) above,

for the purposes of:

- (d) **(Transmission Network Assets Works)** carrying out and inspecting the Transmission Network Assets Works;
- (e) **(Remedial Work)** carrying out and inspecting any Remedial Work; and
- (f) **(general)** exercising all other rights and performing its obligations under this agreement,

and on terms, conditions, tenure, suitability, usability, accessibility, practicality, locations, dimensions, safety, surface standard/grade and access acceptable to Powerlink but excluding any Cultural Heritage Agreements.

Land Access and Works Approval Completion Date is the date provided in the relevant Details section of this agreement.

Land Access and Works Approval Completion Notice has the meaning given in clause 2.7 (“*Land Access and Works Approval Completion Notice*”).

Land Access and Works Approval Obligations has the meaning in clause 2.1 (“*Proponent to obtain Land Access Rights and other approvals*”).

Maximum Allowed Revenue has the meaning in the National Electricity Rules.

National Electricity Rules means the rules called the National Electricity Rules made under the National Electricity Law referred to in section 12 of the *National Electricity (South Australia) (New National Electricity Law) Amendment Act 2005 SA*, as given effect in Queensland.

New Land Rights means those rights shown in Schedule 1 (“Descriptions and maps of Land, areas and assets”) (and may include rights as to title) relating to any parcel(s) of land in which it will be necessary for Powerlink to hold such rights (which it does not currently hold), in order that it is able to construct and operate the New Transmission Network Assets in accordance with the National Electricity Rules.

New Transmission Network Assets means the transmission assets to be constructed on the New Transmission Network Assets Area, as generally described and shown in Schedule 1 (“*Descriptions and maps of Land, areas and assets*”).

New Transmission Network Assets Area means that part, or those parts, of the Land which is the subject of either or both of:

- (a) the off easement Land Access Rights and
- (b) the New Land Rights,

as generally shown in Schedule 1 (“*Descriptions and maps of Land, areas and assets*”).

Proponent means the person so described in the Details.

Powerlink means the person so described in the Details.

Powerlink’s Transmission Network means the electricity transmission network and related assets (including secondary and communication systems) owned and operated by Powerlink.

Principal Contractor has the meaning given in the Work Health and Safety Regulation.

Recipient Party has the meaning given in clause 9.2 (“*Negotiation*”).

Related Entity has the meaning it has in the Corporations Act.

Remedial Work has the meaning given in clause 3.11 (“*Proponent’s activities*”) and clause 3.13 (“*Additional Work after Transmission Network Assets Works Completion Date*”).

Reply Notice has the meaning given in clause 9.2 (“*Negotiation*”).

Representative of a party includes an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer, contractor or sub-contractor of that party.

Service Target Performance Incentive Scheme has the meaning in the National Electricity Rules.

Tax Invoice has the meaning it has in the GST Act.

Total Costs means the total of all reasonable Costs incurred by or on behalf of Powerlink in the performance of the Transmission Network Assets Works and payable by Proponent under clause 6.1 (“*Total Costs*”), and includes:

- (a) (**compensation**) any reasonable amount of compensation or damages payable by Powerlink in connection with the Transmission Network Assets Works (including under any laws relating to native title and cultural heritage);
- (b) (**statutory/law**) the Costs of obtaining and complying with the requirements of any Authority or any law (including, obtaining any authorisations, consents or approvals) in relation to the carrying out of the Transmission Network Assets Works;
- (c) (**Powerlink costs**) any reasonable internal Costs incurred by Powerlink in respect of its employees, representatives, contractors and subcontractors in carrying out the Transmission Network Assets Works;
- (d) (**preliminary site works**) the Costs of preparing the New Transmission Network Assets Area for performing the Transmission Network Assets Works;
- (e) (**Transmission Network Assets Works**) the reasonable Costs incurred by Powerlink in relation to the Transmission Network Assets Works (including, the cost of plant, equipment, materials and procuring the Transmission Network Assets Works);
- (f) (**professional costs**) the reasonable legal and other professional Costs incurred in carrying out the Transmission Network Assets Works; and
- (g) (**other**) any other Costs referred to in this agreement or as may be agreed by Powerlink and Proponent from time to time.

Transmission Network Assets Works means all works necessary to:

- (a) (**preliminary site works**) carry out the following preliminary site works on the Land – ground preparation, surveying and marking structure locations on the Land;
- (b) (**design and construct**) design, procure, supply, construct, energise, connect and commission the New Transmission Network Assets to Powerlink’s Transmission Network and fully commission the New Transmission Network Assets; and
- (c) (**project manage**) project manage all activities and works associated or connected with the Transmission Network Assets Works,

including the works more particularly described in the Approved Plan of Works; and

- (d) (**incidental works**) carry out any incidental works that are deemed to be necessary or appropriate to complete the works mentioned in paragraphs (a), (b) and (c).

Transmission Network Assets Works Completion Date means the date that Powerlink provides Proponent with a notice advising of completion of the Transmission Network Assets Works.

Transmission Network Assets Works Preconditions means satisfaction of all of the following:

- (a) **(Cultural Heritage Agreements)** Powerlink and Proponent has entered into all required Cultural Heritage Agreements to allow the Transmission Network Assets Works to proceed;
- (b) **(final approvals/works)** Proponent has issued Powerlink a Land Access and Works Approval Completion Notice and Powerlink has accepted such notice in full in accordance with clause 2.8 ; and
- (c) **(payments)** Powerlink has received from Proponent any amounts expressed in the Approved Plan of Works as a “Transmission Network Assets Works Preconditions Payment”.

Work Health and Safety Act means the *Work Health and Safety Act 2011* (Qld).

Work Health and Safety Regulation means the *Work Health and Safety Regulation 2011* (Qld).

Works Approval means all authorities, authorisations, approvals, permits, consents, determinations, validations, environmental impact statements, cultural heritage plans, management plans, compensation agreements, land use agreements or any other agreement required or needed by law, from any Authority or Government Agency, from any infrastructure operator or from any other person, to enable Proponent and Powerlink to carry out and complete their respective rights and obligations under this agreement.

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variations or replacement)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (i) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;

- (j) (**calculation of time**) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (k) (**reference to a day**) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) (**accounting terms**) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (m) (**meaning not limited**) the words “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (n) (**time of day**) time is a reference to Brisbane time.

1.3 Next Business Day

Unless the context requires otherwise, if an event under this agreement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

1.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

2. Land Access Rights and other approvals

2.1 Proponent to obtain Land Access Rights and other approvals

Promptly after the Date of agreement Proponent must at its own expense and to the satisfaction of Powerlink (acting reasonably, taking into the account the matters stated in Recitals A, B, C and D(i)):

- (a) (**New Land Rights**) acquire for the benefit of Powerlink and, where relevant transfer to Powerlink, any required New Land Rights [***Drafting Note: Clause subject to relevant land ownership/rights arrangements between the parties – can be specified in Schedule 1 if necessary***];
- (b) (**Land Access Rights**) do all things necessary to obtain the Land Access Rights for the benefit of Powerlink;
- (c) (**Works Approvals**) obtain all Works Approvals for the benefit of Powerlink; and
- (d) (**applicable laws**) comply with clause 4 ("*Compliance with statutory obligations and laws*") in connection with the matters referred to in clauses 2.1(a) and ((c)) ("*Proponent to obtain Land Access Rights and other approvals*")

("Land Access and Works Approval Obligations").

2.2 Communication

Proponent must keep Powerlink regularly informed, and promptly respond when requested by Powerlink, about its progress and status in performing the Land Access and Works Approval Obligations.

2.3 Proponent to provide information

If requested by Powerlink, Proponent must promptly provide Powerlink with all reasonable information in connection with performing the Land Access and Works Approval Obligations, including, negotiations with other parties, survey plans, GIS mapping information, landowner contact information and access protocols and procedures.

2.4 Benefit of Works Approvals

Proponent must do all things reasonably required to provide to Powerlink the benefit of Works Approvals obtained or acquired by Proponent.

2.5 Complying with conditions

Proponent is responsible for satisfying and complying with all conditions, terms or requirements imposed on matters in connection with the Land Access and Works Approval Obligations, including paying for any required, related or associated costs and expenses. Once obtained by Proponent, Powerlink agrees to comply with all non-monetary conditions, terms or requirements relating to Land Access and Works Approval Obligations obtained by Proponent and notified in writing by Proponent to Powerlink to the extent that they relate to Transmission Network Assets Works to be performed by Powerlink under this agreement.

2.6 Proponent to satisfy offset obligations

Proponent must, at its own cost and expense, do all things necessary to meet any offset obligations under Queensland or Commonwealth environmental offset laws and policies in connection with the clearing of protected plants, native vegetation, other vegetation or non-vegetation matters (including, matters relating to or connected with fish habitat and wetlands) that relate to anything done or required to be done under this agreement by either Proponent or Powerlink.

2.7 Land Access and Works Approval Completion Notice

- (a) When Proponent believes it has complied with its Land Access and Works Approval Obligations, it must provide Powerlink with a written notice to this effect ("*Land Access and Works Approval Completion Notice*").
- (b) The Land Access and Works Approval Completion Notice must contain all required evidence to conclusively verify Proponent's compliance with its Land Access and Works Approval Obligations.
- (c) The Land Access and Works Approval Completion Notice must be received by Powerlink by Land Access and Works Approval Completion Date to proceed with works as per the Approved Plan of Works detailed in Schedule 2. If this critical date is not met Powerlink may defer works and associated outages.

2.8 Powerlink's response to Land Access and Works Approval Completion Notice

Within a reasonable time and no later than 10 Business Days after Powerlink receives the Land Access and Works Approval Completion Notice, Powerlink will, by written notice, inform Proponent if Powerlink accepts or rejects (including the reasons for rejection), in whole or in part, Proponent's written notice. A rejection may be subject to terms and conditions.

2.9 Rejection of Land Access and Works Approval Completion Notice

Clauses 2.7 (“*Land Access and Works Approval Completion Notice*”) and 2.8 (“*Powerlink’s response to Land Access and Works Approval Completion Notice*”) apply to any matters rejected by Powerlink 2.8 until such time as Powerlink accepts them.

2.10 In principal acceptance

Nothing in clause 2.7 (“*Land Access and Works Approval Completion Notice*”) stops Proponent from asking Powerlink for its in principle view about the acceptability of a matter the subject of a Land Access and Works Obligation, however, the giving of an in principal view is not binding on Powerlink.

3. Transmission Network Assets Works

3.1 Preconditions

- (a) Powerlink is under no obligation to start or perform the Transmission Network Assets Works until all Transmission Network Assets Works Preconditions have been satisfied as required by this agreement.
- (b) Proponent acknowledges the matters stated in Recitals B, C and D(i) and agrees to the matters stated in Recital D(ii).

3.2 Inclement Weather Delay

Completion of the Transmission Network Assets Works as defined in this Agreement excludes the effects of inclement weather. Powerlink may defer the Transmission Network Assets Works until a later time suitable to both parties if it cannot perform the Transmission Network Assets Works due to the effects of inclement weather

3.3 Carrying out of works

Powerlink agrees to perform the Transmission Network Assets Works in accordance with the Approved Plan of Works and this agreement.

3.4 Variation of Approved Plan of Works

The Approved Plan of Works may only be varied with the prior written consent of the parties, such consent not to be unreasonably withheld.

3.5 Project management and delivery

Powerlink is responsible for the project management, supervision, procurement, supply, delivery and commissioning of the Transmission Network Assets Works.

3.6 Estimated Transmission Network Assets Works Completion Date of the Transmission Network Assets Works

Powerlink agrees to use its reasonable endeavours to complete the Transmission Network Assets Works by the Estimated Transmission Network Assets Works Completion Date.

3.7 Delay in completing Transmission Network Assets Works

If, for any reason, Powerlink considers it will not complete the Transmission Network Assets Works by the Estimated Transmission Network Assets Works Completion Date, then Powerlink agrees to promptly give Proponent a written notice setting out the reasons for the

delay and, if possible, a revised Estimated Transmission Network Assets Works Completion Date.

3.8 No effect on payments

Without limiting clause 7.1 (“*No liability for failure to complete Transmission Network Assets Works*”), Proponent agrees that the giving of any written notices by Powerlink under clause 3.7 (“*Delay in completing Transmission Network Assets Works*”) does not affect any obligation of Proponent to pay any amount that is payable or owing to Powerlink under this agreement.

3.9 Management of network outages

- (a) If network outages are required to complete the Transmission Network Assets Works, then Powerlink will determine the outage periods and this assessment will be based on a number of factors including network conditions and the availability of network support services.
- (b) Proponent acknowledges that it may be necessary for Powerlink to purchase network support services to provide network support during an outage period. Proponent agrees to pay to Powerlink the Costs associated with the provision of any necessary network support services in accordance with clause 6 (“*Payment*”).
- (c) Powerlink may stop, defer or delay the Transmission Network Assets Works if:
 - (i) **(Proponent doesn’t pay)** Proponent refuses to pay or does not pay to Powerlink the Costs for the provision of network support services 6.3; or
 - (ii) **(lack of availability)** network support services are not available, or a sufficient amount of network services are not available, during any outage period.
 - (iii) **(critical dates not met)** critical planned milestones are not met or achieved by Proponent for any reason which impacts scheduled outages.

3.10 Power outages to third parties

- (a) Proponent acknowledges and agrees that the disconnection of the Existing Transmission Network Assets and the connection and commissioning of the New Transmission Network Assets to Powerlink’s Transmission Network may result in an outage of power to a third party’s connection points to the Powerlink’s Transmission Network.
- (b) Proponent agrees that Powerlink will not be liable to Proponent for any liability, loss, damage or expense Proponent suffers or incurs (whether direct, indirect or consequential) as a direct or indirect result of any outage caused to a third party’s connection points to the Powerlink’s Transmission Network as a result of Powerlink carrying out the Transmission Network Assets Works.

3.11 Proponent’s activities

- (a) During the term of this agreement, Proponent:
 - (i) **(no activities within 50 meters)** must ensure that no activities are conducted (whether above or below ground) within 50 meters of both the Existing Transmission Network Assets Area and the New Transmission Network Assets Area until the nominated Powerlink site representative has given Proponent approval to proceed ;
 - (ii) **(no damaging activities)** must not undertake any activity that:

- (A) causes instability, movement or subsidence of the surrounding area which may have an adverse effect on, or cause damage to, the New Transmission Network Assets or any undisturbed existing asset or assets; or
 - (B) otherwise unreasonably interferes with Powerlink performing the Transmission Network Assets Works.
- (b) Powerlink agrees to notify Proponent if, in Powerlink's reasonable opinion, any activity of Proponent has, or is likely to have, an adverse effect on or cause damage to the New Transmission Network Assets ("**Adverse Transmission Network Assets Impact**").
 - (c) On receipt of a notice from Powerlink, Proponent must immediately cease the relevant activity or activities until Powerlink has completed all necessary remedial work ("Remedial Work") or Proponent has modified its activities (or both, as applicable) so that Powerlink (acting reasonably) can be satisfied that the risk of an Adverse Transmission Network Assets Impact has been removed.
 - (d) Powerlink agrees that, if Proponent complies with its obligations under clause 3.11(a)("no activities within 50 meters ") then Powerlink must not disrupt any of Proponent's activities on the Land except to the extent reasonably necessary to perform the Transmission Network Assets Works in a timely fashion or as otherwise provided for in this agreement.

3.12 Ownership of Assets

Powerlink owns all rights, title and interest in the New Transmission Network Assets.

3.13 Additional work after Transmission Network Assets Works Completion Date

The parties acknowledge that carrying out the Transmission Network Assets Works may create disturbances and disruptions to the natural environment where these works are carried out. If, after the Transmission Network Assets Works Completion Date, Powerlink is requested by Proponent or Powerlink otherwise reasonably determines that any remedial work is required to repair, replace, maintain, make good (including effects caused by erosion or subsidence), reinstate, vegetate or carry out any kind of ancillary or other work on the Existing Transmission Network Assets Area or the New Transmission Network Assets Area, (fair wear and tear excepted) as a consequence of the Transmission Network Assets Works ("**Remedial Work**"), then Powerlink may carry out the Remedial Work at the cost and expense of Proponent.

4. Compliance with statutory obligations and laws

4.1 Proponent to comply

In carrying out its obligations under this agreement, Proponent must comply with all conditions, approvals, authorisations, consents, statutory obligations and applicable laws relating to the Land Access and Works Approval Obligations, including, in relation to:

- (a) the environment;
- (b) Aboriginal cultural heritage;
- (c) native title; and
- (d) work health and safety.

4.2 Powerlink to comply

In carrying out its obligations under this agreement, Powerlink must comply with all conditions, approvals, authorisations, consents, statutory obligations and applicable laws relating to the Transmission Network Assets Works, including, in relation to:

- (a) the environment;
- (b) Aboriginal cultural heritage;
- (c) native title; and
- (d) work health and safety.

4.3 Work health and safety

- (a) For the purposes of clauses 4.1(d) (“*Proponent to comply*”) and 4.2(d) (“*Powerlink to comply*”) of this agreement and the Work Health and Safety Act and Work Health and Safety Regulation (to the extent that they apply to the activities to be conducted pursuant to this agreement), each of Proponent and Powerlink agree that Powerlink or its nominee will be the Principal Contractor for the Transmission Network Assets Works
- (b) Proponent agrees to do all things reasonably necessary to enable Powerlink and its contractors to meet their duties and obligations under the Work Health and Safety Act and Work Health and Safety Regulation.

4.4 Coal mining safety and health

Proponent acknowledges that for the purposes of the *Coal Mining Safety and Health Act 1999* (Qld) “on-site activities” for a coal mine do not include “*an activity performed by an electricity entity, in relation to its works, and for the purposes of supplying electricity*”.

[Drafting Note: Applicable safety requirements for other categories of projects to be inserted in addition to/in substitute for this clause]

5. Landholder communication and Access

5.1 Landholder communication

Powerlink will adhere to the Proponents established protocols relating to landholder communication and access arrangements for the duration of the project up until the completion of the approved Plan of Works.

5.2 Access

Without limiting its obligations under clause 2 (“*Land Access Rights and approvals*”), Proponent agrees:

- (a) (**reasonable access**) to provide Powerlink with reasonable access to the Land (including, roads) as required for Powerlink to perform the Transmission Network Assets Works and undertake any Remedial Work;
- (b) (**assistance**) without limiting clause 17.11 (“*Further steps*”), to provide Powerlink with all reasonable assistance as may be necessary to give effect to this agreement and as may be reasonably requested by Powerlink from time to time.

6. Payment

6.1 Total Costs

Proponent agrees to pay Powerlink the Total Costs, Costs for Network Support Services and Remedial Costs in accordance with clause 6.2 (“*Payment terms*”).

6.2 Payment terms

Powerlink will Invoice Proponent for and Proponent agrees to pay to Powerlink:

- (a) **(90% of Total Costs)** an A\$ amount equal to 90% of the Total Cost within 10 Business Days of the payment date stipulated in Approved Plan of Works; and
- (b) **(balance 10%)** the balance of the Total Costs within five Business Days of the later of:
 - (i) the receipt by Proponent of a completion statement and Invoice which sets out the Total Costs payable by Proponent less the payments made by Proponent under clauses 6.2(a); or
 - (ii) the Transmission Network Assets Works Completion Date,

in each case, in Cleared Funds to the Designated Bank Account.

6.3 Network support service costs

To the extent that Costs associated with the provision of network support services are not included in the Total Costs, then Proponent agrees to pay to Powerlink the reasonable Costs incurred or payable by Powerlink in connection with Powerlink obtaining network support services for outages associated with or in connection with performing the Transmission Network Assets Works within five Business Days of receipt of an Invoice from Powerlink which sets out the Costs.

6.4 Remedial Work

To the extent that Costs associated with performing Remedial Work are not included in the Total Costs, then Proponent agrees to pay to Powerlink the reasonable Costs incurred or payable by Powerlink in connection with Powerlink performing Remedial Work within five Business Days of receipt of an Invoice from Powerlink which sets out the Costs.

6.5 Service Target Performance Incentive Scheme

- (a) Proponent acknowledges that the performance of the Transmission Network Assets Works may result in outages occurring on Powerlink’s Transmission Network and this may result in Powerlink receiving less of an increase, more of a decrease or less of an adjustment to Powerlink’s Maximum Allowed Revenue under the Service Target Performance Incentive Scheme.
- (b) If the AER takes into account any outage which is required for the performance of the Transmission Network Assets Works when calculating an adjustment to Powerlink’s Maximum Allowed Revenue under the Service Target Performance Incentive Scheme, then Proponent agrees to pay to Powerlink the difference between the Maximum Allowed Revenue determined by the AER and the Maximum Allowed Revenue which would have been determined by the AER if the relevant outage had not occurred.
- (c) Proponent must pay an amount under 6.5(b) within five Business Days of receipt of an Invoice from Powerlink which sets out the relevant amount or amounts payable.

6.6 Disputed Invoice

If Proponent, acting reasonably and in good faith, disputes an Invoice given to it by Powerlink under this agreement, then Proponent agrees to pay the undisputed portion of the relevant Invoice 6.2 and the matter will be resolved in the manner described in clause 9 (“*Dispute resolution*”).

6.7 Resolution of disputes regarding Invoices

Without limiting clause 9 (“*Dispute resolution*”), if the parties agree, or it is determined under clause 9 (“*Dispute resolution*”), that:

- (a) (**payment to Powerlink**) the balance (in whole or in part) of a disputed Invoice is to be paid to Powerlink, then that amount must be paid by Proponent to Powerlink within five Business Days of that agreement being reached or that determination being made (as the case may be); or
- (b) (**refund to Proponent**) a refund of all or part of the amount paid under a disputed Invoice is payable by Powerlink to Proponent, then the amount of that refund must be paid by Powerlink to Proponent within five Business Days of that agreement being reached or that determination being made (as the case may be).

7. Liability and indemnity

7.1 No liability for failure to complete

Proponent acknowledges and agrees that Powerlink will not incur any liability of whatsoever nature or kind for failing to complete the Transmission Network Assets Works by the Estimated Transmission Network Assets Works Completion Date or any revised date notified under clause 3.6 (“*Revision of Estimated Transmission Network Assets Works Completion Date*”) and Proponent agrees that its sole and exclusive remedy against Powerlink is to require Powerlink to complete any of the Transmission Network Assets Works that have not been completed or apply to a Court for an order of specific performance relating to Transmission Network Assets Works that Powerlink has not completed in accordance with this agreement.

7.2 Indemnity for third party claims

Proponent indemnifies Powerlink against any claim, action, loss, damage, liability, Cost or expense suffered or incurred by any third party, arising directly or indirectly (whether in contract, negligence or otherwise), in relation to or in connection with this agreement, including: but limited to the extent caused or contributed to by any act or omission of Proponent or its officers, employees, agents, contractors or subcontractors:

- (a) (**works**) the Transmission Network Assets Works and the disposal of the Existing Transmission Network Assets;
- (b) (**obligations**) the Land Access and Works Approval Obligations;
- (c) (**breach**) any breach of this agreement;
- (d) (**outages**) any outage or reduction of electricity transmission services as a direct or indirect result of carrying out the Transmission Network Assets Works;
- (e) (**subsidence**) subsidence of land caused by the Proponent’s activities on the Land;
- (f) (**general**) any or all of the following:

- (i) damage to the New Transmission Network Assets;
- (ii) damage to Powerlink's Transmission Network; or
- (iii) outages or reduced or interrupted electricity transmission service to third parties,

caused directly or indirectly by any acts, defaults or omissions of Proponent, its officers, employees, agents, contractors or subcontractors; and

- (g) **(Remedial Work)** any Remedial Work,

except to the extent that any claim, action, loss, damage, liability, Cost or expense has been incurred as a direct result of the gross negligence or wilful default of Powerlink.

7.3 Release of Powerlink

To the extent permitted by law, Proponent releases Powerlink from any liability for any claim, action, damage, loss, liability, Cost or expense which Proponent suffers or incurs or is liable for (whether in contract, negligence or otherwise), arising either directly or indirectly in relation to or in connection with this agreement, including each and all of the matters referred to in clause 7.2(a) to (g) ("*Indemnity for third party claims*") except to the extent that any claim, action, loss, damage, liability, Cost or expense has been incurred as a direct result of the gross negligence or wilful default of Powerlink.

8. Representations, warranties and insurance

8.1 Representations and warranties

Proponent represents and warrants that:

- (a) **(incorporation and existence)** it has been incorporated in accordance with the laws of its place of incorporation, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted;
- (b) **(power)** it has power to enter into this agreement and comply with its obligations under it; and
- (c) **(solvency)** it is not Insolvent and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable.

8.2 Reliance

Proponent acknowledges that Powerlink has entered into this agreement in reliance on the representations and warranties in this clause 8 ("*Representations, warranties and insurance*").

8.3 Insurance

Proponent must at Powerlink's reasonable request, provide evidence reasonably satisfactory to Powerlink that Proponent holds and maintains insurance cover sufficient for the activities and obligations of Proponent under this agreement (including any indemnities). If Proponent does not comply with this clause 8.3 ("*Insurance*") Powerlink may take out any insurance that Powerlink considers reasonably necessary to insure Powerlink's risks under this agreement, and Invoice Proponent for, and Proponent must pay, the costs of the additional insurance.

9. Dispute resolution

9.1 Dispute resolution

The parties must use reasonable endeavours, acting in good faith, to resolve all Disputes arising between them in relation to this agreement in accordance with the provisions of this clause 9 (“*Dispute resolution*”). However, nothing in this clause 9 (“*Dispute resolution*”) prevents a party seeking urgent injunctive or similar interim relief from a court.

9.2 Negotiation

(a) Any party (“**Initiating Party**”) claiming that a Dispute has arisen must give the other party (“**Recipient Party**”) a notice setting out brief details of the Dispute (“**Dispute Notice**”). Within five Business Days of service of a Dispute Notice, the Recipient Party must give the Initiating Party a notice setting out brief details of the Recipient Party’s position on the dispute (“**Reply Notice**”).

(b) If a Dispute Notice and a Reply Notice are given, the parties must make:

- (i) (**chief executive**) their chief executive officers; or
- (ii) (**other representatives**) representatives of their chief executive officers with authority to settle the Dispute who have not been directly involved in the operation of this agreement,

available for the purpose of meeting in an effort to resolve the Dispute and, failing resolution of the Dispute, to agree on an alternative method of resolving the Dispute. At least one meeting of the chief executive officers or the authorised representatives (as applicable) must take place within five Business Days of service of a Reply Notice.

(c) In the event the Recipient Party does not give a Reply Notice or make its chief executive officer or authorised representatives available for a meeting within the time periods contained in this clause 9.2 (“*Negotiation*”), the Initiating Party will be entitled to proceed immediately with resolving the Dispute in accordance with the remainder of this clause 9 (“*Dispute Resolution*”).

9.3 Mediation

If, within 15 Business Days after a Dispute Notice is served under clause 9.2 (“*Negotiation*”), the parties have not resolved the Dispute or agreed an alternative means of resolving the Dispute, then either party may commence mediation:

- (a) (**notice**) by giving notice to the other party; and
- (b) (**referral**) referring the matter to the Australian Commercial Disputes Centre.

9.4 Mediation rules

The rules entitled “Mediation and Conciliation Rules” of the Institute of Arbitrators and Mediators Australia apply to any mediation entered into under clause 9.3 (“*Mediation*”) and each of Proponent and Powerlink agree to comply with those rules.

9.5 Expert determination

If a Dispute has not been settled by mediation within 30 Business Days after a Dispute Notice is served under clause 9.2 (“*Negotiation*”), then the Dispute must be referred to and settled by

an expert (“**Expert**”) in accordance with the guidelines entitled “Guidelines for Expert Determination” published by the Australian Commercial Disputes Centre.

9.6 Appointment of Expert

The Expert must be:

- (a) (**independent**) an independent person with appropriate qualifications and experience; and
- (b) (**selection/nomination**) selected by agreement between the parties, or if the parties fail to agree, the person nominated by (which nomination binds the parties):
 - (i) in the case of a financial or accounting matter, the President for the time being of the Institute of Chartered Accountants; and
 - (ii) for all other matters, the Chief Executive Officer of The Institution of Engineers Australia.

9.7 Rules for Expert determination

The parties must instruct the Expert to:

- (a) (**Expert**) act as an Expert and not as an arbitrator;
- (b) (**resolution**) resolve the Dispute according to what the Expert considers to be in the best interests of both parties as a whole, as opposed to the interests of any particular party, but taking into account the provisions of clause 3.1(b);
- (c) (**costs**) determine that all Costs payable by Powerlink to third parties on an arm's length basis are reasonable;
- (d) (**resolve**) resolve all types of Disputes, including, those that do not require any specialist expertise, but do require the exercise of judgment including commercial judgment; and
- (e) (**information**) request either party to provide the Expert with such statements (that must be written unless otherwise specifically required), documents or information as the Expert may determine to be necessary to resolve the Dispute.

9.8 Expert’s determination

Within 21 days of being requested by either party to do so, the Expert must give written notice of his or her decision to each party. The Expert’s decision is final and binding on the parties who must give effect to the decision immediately.

9.9 Expert’s costs

The Expert’s costs are payable by the party determined by the Expert or, in the absence of such a determination, equally by the parties.

9.10 Continued performance

Notwithstanding the existence of a Dispute, the parties must continue to perform their obligations under this agreement.

10. Goods and services tax (GST)

10.1 Consideration does not include GST

The consideration specified in this agreement does not include any amount for GST.

10.2 Recovery of GST

If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

10.3 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient an Invoice.

10.4 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

10.5 Reimbursement

If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

11. Confidentiality

11.1 Disclosure of Confidential Information

No Confidential Information may be disclosed by either party to any person except:

- (a) **(representatives/related entities)** Representatives of the recipient or its Related Entities requiring the information for the purposes of this agreement; or
- (b) **(consent)** with the consent of the party who supplied the information which consent may be given or withheld in its absolute discretion; or
- (c) **(by law)** if the recipient of the Confidential Information is required to do so by law or by a stock exchange; or
- (d) **(legal proceedings)** if the recipient of the Confidential Information is required to do so in connection with legal proceedings relating to this agreement.

11.2 Disclosure by recipient of Confidential Information

Any party disclosing information under clause 11.1(a) or 11.1(b) ("*Disclosure of Confidential Information*") must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 11.1 ("*Disclosure of Confidential Information*").

11.3 Use of Confidential Information

A party who has received Confidential Information from another under this agreement must not use it except for the purpose of exercising its rights or performing its obligations under this agreement.

11.4 Excluded Information

Clauses 11.1 (“*Disclosure of Confidential Information*”), 11.2 (“*Disclosure by recipient of Confidential Information*”) and 11.3 (“*Use of Confidential Information*”) do not apply to the Excluded Information.

11.5 Return of Confidential Information

A party who has received Confidential Information from another under this agreement must, on the request of the other party, immediately deliver to that party all documents or other materials containing or referring to that information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clause 11.1(a) or 11.1(b) (“*Disclosure of Confidential Information*”).

11.6 Announcements or releases

Without limiting the operation of the rest of this clause 11 (“*Confidentiality*”), a party may not make press or other announcements or releases relating to this agreement and the transactions the subject of this agreement without the approval of the other party as to the form and manner of the announcement or release unless and to the extent that the announcement or release is required to be made by the party by law or by a stock exchange.

12. Term

12.1 Start Date

This agreement commences on the Date of agreement (as appears in the Details section) and it expires on the End Date or the earlier termination of this agreement.

12.2 End Date

This agreement expires on the later of the following:

- (a) (**completion of works**) six months after the Transmission Network Assets Works Completion Date

unless the parties agree in writing another date (“**End Date**”).

12.3 Survival

- (a) Termination or expiry of this agreement does not affect any rights of a party to the agreement that arose prior to expiry or termination, or otherwise relate to a breach of this agreement before its expiry or termination.
- (b) The performance of any Remedial Work by Powerlink, clauses 6 (“*Payment*”), 7 (“*Liability and indemnity*”), 11 (“*Confidentiality*”), 13 (“*Notices*”) and any other clauses necessary for the interpretation or effectiveness of these clauses survive termination (for whatever reason) or expiry of this agreement.

13. Notices

13.1 Form - all communications

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be:

- (a) (**writing**) in writing;
- (b) (**signed**) signed by the sender (if an individual) or an Authorised Officer of the sender; and

- (c) (**attention**) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

13.2 Form - communications sent by email

- (a) Communications sent by email need not be marked for attention in the way stated in clause 13.1 (“*Form - all communications*”). However, the email must state the first and last name of the sender.
- (b) Communications sent by email are taken to be signed by the named sender.

13.3 Delivery

Communications must be:

- (a) (**address**) left at the address set out or referred to in the Details; or
- (b) (**ordinary post**) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details; or
- (c) (**fax**) sent by fax to the fax number set out or referred to in the Details; or
- (d) (**email**) sent by email to the address set out or referred to in the Details; or
- (e) (**other**) given in any other way permitted by law.

However, if the intended recipient has notified a changed address, fax number or email address, then communications must be to that address, fax number or email address.

13.4 When effective

Communications take effect from the time they are received or taken to be received under clause 13.5 (“*When taken to be received*”) (whichever happens first) unless a later time is specified.

13.5 When taken to be received

Communications are taken to be received:

- (a) (**post**) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) (**fax**) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; or
- (c) (**email**) if sent by email;
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

13.6 Receipt outside business hours

Despite clauses 13.4 (“*When effective*”) and 13.5 (“*When taken to be received*”), if communications are received or taken to be received under clause 13.5 (“*When taken to be received*”) after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be

received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

14. Assignment

A party may not assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied in each case, without the written consent of the other party.

15. Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

16. Governing law

This agreement is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

17. General

17.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

17.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

17.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

17.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

17.5 Conflict of interest

The parties' rights and remedies under this agreement may be exercised even if this involves a conflict of duty or a party has a personal interest in their exercise.

17.6 Remedies cumulative

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

17.7 Rights and obligations are unaffected

Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

17.8 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

17.9 No merger

The warranties, undertakings and indemnities in this agreement do not merge on completion of any transaction under this agreement.

17.10 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of Proponent under this agreement and continue after this agreement ends. It is not necessary for Powerlink to incur expense or make payment before enforcing a right of indemnity under this agreement.

17.11 Further steps

Each party agrees, at its own expense, to provide the other party with all reasonable assistance as may be necessary to give effect to this agreement (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be required by law or reasonably required by the party requesting assistance.

17.12 Certificates

One party may give another party a certificate about an amount payable or other matter in connection with this agreement. The certificate is sufficient evidence of the amount or matter, unless it is proved to be incorrect.

17.13 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

17.14 Stamp duty

Proponent agrees to:

- (a) **(duty)** pay all duty (including fines and penalties) payable and assessed by legislation or by any revenue office on this agreement, on any instruments entered into under this agreement, and in respect of a transaction evidenced by this agreement; and
- (b) **(indemnify)** indemnify on demand Powerlink against any liability for that duty (including fines and penalties).

17.15 Inconsistent law

To the extent permitted by law, this agreement prevails to the extent it is inconsistent with any law.

17.16 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection with this agreement with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

17.17 Counterparts

This agreement may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document.

17.18 Default interest

If this agreement requires a party to pay an amount by a due date, then interest accrues at the Interest Rate (compounding daily) on that amount from the day after the due date until the day the party pays the outstanding amount plus any accrued interest.

EXECUTED as an agreement.

Schedule 1 – Descriptions and maps of Land, areas and assets

Insert map showing – site of land, location of Existing Transmission Network Assets Area, Existing Transmission Network Assets, Existing Land Access Rights, New Transmission Network Assets Area, New Transmission Network Assets, Land Access Rights and New Land Rights.

Schedule 2 – Approved Plan of Works

Schedule 3 – Total Costs (clause 6)

The Total Cost is made up of the following:

Main components	Costs
Construction costs	
Design	
Project Management	
Materials	
Total Cost	

Signing pages

DATED (Powerlink): _____

The Official Seal of the **QUEENSLAND**)
ELECTRICITY TRANSMISSION)
CORPORATION LIMITED (ABN 82)
078 849 233) trading as "Powerlink)
Queensland" was affixed in accordance)
with its constitution in the presence of:)
)

.....
Signature of authorised person

.....
Signature of authorised person

Chief Executive

Secretary

.....
Office held

.....
Office held

.....
Name of authorised person (block letters)

.....
Name of authorised person (block
letters)

who certify that they are the proper
officers to affix such a seal.

Item No.

DATED (Proponent): _____

Signed by (Proponent Company)
Name) Pty Ltd (ABN (#):)
)
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.....
Signature of Director/Secretary

.....
Signature of Director

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Name of Director (block letters)

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Name of Director/Secretary (block
letters)

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