

User Access Guide – Gas Networks Victoria

07 December 2023

Version 3.0

Document Number	ID-1736
Document Owner	Commercial Manager
Due Date for Review	9/11/2025

Department Review Required by:

- | | |
|--|---|
| <input type="checkbox"/> CEO | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Finance | <input type="checkbox"/> People and Culture |
| <input checked="" type="checkbox"/> Engineering and Operations | <input checked="" type="checkbox"/> Commercial and Business Development |
| <input type="checkbox"/> Health, Safety and Environment | <input type="checkbox"/> General Counsel and Company Secretary |

Applicable to:

- | | |
|---|---|
| <input type="checkbox"/> Tas Gas Networks | <input checked="" type="checkbox"/> Gas Networks Victoria |
| <input type="checkbox"/> Solstice Energy Retail | <input type="checkbox"/> Gas Pipeline Victoria |
| <input type="checkbox"/> Solstice Energy Holdings | |

User Access Guide – Gas Networks Victoria

Contents

1. SERVICE PROVIDER	3
2. CONTACT DETAILS	3
3. PROCESS FOR MAKING AN ACCESS REQUEST	3
3.1 PRELIMINARY ENQUIRY.....	3
3.2 ACCESS REQUEST.....	3
4. FURTHER INVESTIGATIONS	4
5. CONFIDENTIAL INFORMATION	4
6. PROCESS FOR PREPARING AN ACCESS OFFER AND REQUESTING NEGOTIATIONS.....	4
6.1 ACCESS OFFER.....	4
6.2 NEGOTIATIONS	5
7. OBLIGATION TO NEGOTIATE IN GOOD FAITH AND RIGHT TO REFER ACCESS DISPUTE TO ARBITRATION	5
8. EXCHANGE OF INFORMATION DURING NEGOTIATIONS.....	5
9. INTERCONNECTION POLICY.....	6
9.1 RIGHT TO INTERCONNECT.....	6
9.2 INTERCONNECTION PROCESSES AND COSTS.....	6
9.3 INTERCONNECTION PROCESS AND AGREEMENTS.....	7

User Access Guide – Gas Networks Victoria

1. SERVICE PROVIDER

Gas Networks Victoria Pty Ltd (GNV) is the service provider for a non-scheme distribution network in Victoria distributing natural gas across 200km of its gas network to small customers across the 10 regional towns of Terang, Maldon, Marong, Heathcote, Robinvale, Swan Hill, Kerang, Nathalia, Orbost & Lakes Entrance.

2. CONTACT DETAILS

Preliminary enquiries and access requests for GNV can be sent to the following contact:

Officer: GM Commercial & BD
Phone: 03 6336 9315
Address: 5 Kiln Court, St Leonards, Tasmania 7250
Email: commercialteam@tasgas.com.au
Website: www.tasgasnetworks.com.au

3. PROCESS FOR MAKING AN ACCESS REQUEST

GNV encourages users or prospective users to make contact with us as soon as possible to discuss gaining access to a pipeline service by means of our pipeline.

As a user or prospective user, you may make a preliminary enquiry or an access request, and we will not require you to first make a preliminary enquiry before making an access request.

3.1 Preliminary Enquiry

If you make a preliminary enquiry, we will:

- (a) respond within **10 business days** of your enquiry stating:
 - (i) whether we can provide access to the pipeline service or whether we need to carry out further investigations (as explained in Section 4 below); and
 - (ii) indicate when we will provide an offer; and
- (b) if you request us to do so, we will carry out further investigations before you make an access request (as explained in Section 4 below).

If we make an access offer in response to your preliminary enquiry, we will not require you to make a formal access request and we can proceed to negotiation.

3.2 Access Request

An access request triggers a formal process, which is required to be conducted in accordance with Part 11 of the National Gas Rules (NGR).

If you make an access request, it must:

- (a) be in writing and addressed to the contact officer specified in Section 2 above; and
- (b) include the information we reasonably require you to provide in order for us to prepare an access offer or determine whether we need to undertake further investigations (as explained in Section 4 below).

We will acknowledge receipt of your access request within **5 business days** of the request, and if your access request is incomplete, we will also specify the information required to complete the access request.

You may amend the details of the access sought in your access request with our consent, and we will not unreasonably withhold our consent subject to us agreeing on an extension to the period for making an access offer.

User Access Guide – Gas Networks Victoria

4. FURTHER INVESTIGATIONS

If we determine we need to undertake further investigations, we will notify you within **10 business days** of your preliminary enquiry, access request or provision of further information (whichever is applicable). In the notice, we will provide you with a brief description of our preliminary investigation and what further investigations are required to be undertaken.

We will only undertake further investigations when and to the extent reasonably necessary and will carry out those investigations expeditiously.

The timeframe required to complete further investigations will be dependent on the size and complexity of any works required to meet your requirements. The investigations may require the engagement of external pipeline modelling and design engineers in addition to engaging with fabrication and construction companies to provide sufficient information on lead times and costs.

5. CONFIDENTIAL INFORMATION

We are committed to protecting personal information under our obligations in *the Privacy Act 1988* (Cth) and the Australian Privacy Principles. How we deal with and use confidential information is disclosed in our Privacy Policy, which is accessible on our website.

In addition to our Privacy Policy, we are open to the execution of a Confidentiality Agreement to progress mutually beneficial commercial opportunities. This can be requested via the contact details in Section 2 above.

Confidential information means all information provided by us to you, or vice versa, for the purposes of negotiations other than information that was in the public domain at the time the information was provided or subsequently comes into the public domain.

We will only use or reproduce your confidential information for the purpose for which it was disclosed, and will not disclose your confidential information except in the following circumstances:

- to the Australian Energy Regulator or to an arbitrator in the course of an arbitration;
- if the dispute is mediated – to the mediator;
- with your consent;
- to a professional or other advisor of the party who agrees with the party to maintain the confidentiality of the confidential information;
- if required by, or necessary for the purpose of, the NGR or the National Gas Law (NGL);
- if the disclosure is in accordance with an order made or a subpoena issued by a court of competent jurisdiction; or
- if the disclosure is authorised or required by a law of a participating jurisdiction or required by a competent regulatory body, and the person making the disclosure gives written details of the disclosure (including an explanation of the reasons for the disclosure) to the other party.

6. PROCESS FOR PREPARING AN ACCESS OFFER AND REQUESTING NEGOTIATIONS

6.1 Access Offer

We will prepare and make an access offer to you within **20 business days** of your access request or, if we requested further information, within **20 business days** of you providing that information. If we were required to carry out further investigations (as explained in Section 4 below), we will prepare and make an access offer to you within **60 business days** of your access request or, if we requested further information as part of our investigations, within **60 business days** of you providing that information.

Our access offer will set out the terms and conditions on which we offer to make the pipeline service available to you, and contain the details of any works to be undertaken by both of us as well as any

User Access Guide – Gas Networks Victoria

applicable technical and performance specifications. The offer will also be in a form capable of acceptance by you so as to constitute a new access contract or form part of an existing access contract.

We do not have to make an access offer if you withdraw the request, the pipeline service requested would require extension of our pipeline, or we have concluded it is not technically feasible or consistent with the safe and reliable operation of our pipeline to provide the access.

If we do not make an access offer, we will write to you with reasons and specify details regarding under what circumstances there could be a prospect of access in the future (if any).

6.2 Negotiations

You may, by writing addressed to the contact officer in Section 2, request negotiations in relation to any aspect of access to our pipeline service, including:

- (a) Whether access can be granted; and
- (b) The price and other terms and conditions of an access offer.

The parties to negotiations will be us, you and any other person that you or we agree to include as a party to the negotiations.

We both must take all reasonable steps to agree on a timetable for the negotiations and, in doing so, we must seek to accommodate all reasonable requirements of the other parties.

We both must use reasonable endeavours to identify any other person who may become a party to an access dispute relating to the pipeline service the subject of the negotiations.

If your access request is for more than one pipeline service, you may by notice to us require negotiations to take place as part of the same negotiation process.

You may at any time by notice to us bring negotiations to an end, whether or not we also notify an access dispute.

7. OBLIGATION TO NEGOTIATE IN GOOD FAITH AND RIGHT TO REFER ACCESS DISPUTE TO ARBITRATION

We must negotiate in good faith about the terms and conditions on which further investigations will be carried out, including the basis for determining reasonable costs of the further investigations to be paid by you and any reasonable extension of the time period to enable the further investigations to be completed.

GNV is committed to providing its customers with high quality, reliable service. If problems do arise, we will work towards resolving them as soon as you contact us.

An access dispute is taken to exist if:

- (a) you disagree with any of the responses provided by us in response to an access request;
- (b) a timetable for negotiations has not been agreed within a reasonable time; or
- (c) an agreement is not reached in accordance with the timetable for negotiations.

An access dispute may be referred to arbitration under Division 6 of Part 12 of the NGR.

8. EXCHANGE OF INFORMATION DURING NEGOTIATIONS

Upon commencement of negotiations, you may, by notice, request us to provide you with *access offer information* in relation to any aspect of the matters being negotiated. We must provide you with access offer information within **15 business days** of the notice or any longer period as agreed between us.

User Access Guide – Gas Networks Victoria

Access offer information must be relevant to the subject matter of the request and we must provide it in a readily readable form (including where requested in electronic file format). It may include information about the method used to determine the price in an access offer and the inputs used in the calculation of the price, and information regarding the costs associated with the provision of a pipeline service sought by a prospective user.

Any party may, by notice to the other party, request *access negotiation information* they are seeking to rely on in relation to a specific matter arising in the negotiations, or request all *access negotiation information*.

Access negotiation information must be provided within **15 business days** of the request or any longer period as agreed between us. It may include information prepared for the party such as expert reports and consultant reports, data sets, models and other documents or materials.

No party is required to provide access offer information or access negotiation information if to do so would breach a confidentiality obligation owed to an unrelated third party and that third party has not provided their consent to the disclosure despite reasonable efforts having been made to obtain that consent. Nor is any party required to disclose information that is the subject of legal professional privilege, or documents that would disclose information subject to legal professional privilege.

A party cannot issue an access dispute notice unless they have first given notice to the other party requesting access negotiation information and it has been **15 business days** since that request.

9. INTERCONNECTION POLICY

This Policy applies to persons wishing to interconnect to the GNV pipeline.

The right to interconnect exists in accordance with the following pipeline interconnection principles:

9.1 Right to interconnect

In accordance with Rule 37 of the NGR, a person has a right to connect a pipeline or other facility to a pipeline where:

- (a) It is technically feasible and consistent with the safe and reliable operation of the pipeline; and
- (b) The person agrees to fund the costs associated with making the interconnection.

9.2 Interconnection processes and costs

In accordance with Rule 38(1) of the NGR, the party seeking to establish the interconnection (the *interconnecting party*) has, subject to the right to interconnect above, the option to:

- (a) Construct, operate and maintain the interconnection at its own cost (Option A); or
- (b) Have us (GNV) do so (Option B); or
- (c) Proceed with a combination of Option A and Option B if both the interconnecting party and us:
 - (i) will own equipment or infrastructure associated with the interconnection; or
 - (ii) agree to share the costs and responsibility associated with the interconnection.

Under Rule 38(2) of the NGR, if the interconnecting party develops the interconnection (or part of the interconnection), it must do so in accordance with good industry practice and comply with all standards and legislation that relate to the establishment and ongoing operation of the interconnection and with any reasonable technical, safety and reliability requirements requested by us.

Under Rule 38(3) of the NGR, if we develop the interconnection (or part of the interconnection), the interconnection fee that we charge to the interconnecting party must be based on the directly attributable cost of constructing, operating and maintaining the interconnection to the extent that this is undertaken by

User Access Guide – Gas Networks Victoria

the service provider, including so as to achieve a rate of return calculated in accordance with a commercial rate of return that reflects the following pricing principles:

- (a) the price for access to a pipeline service on a non-scheme pipeline should reflect the cost of providing that service, including a commercial rate of return that is commensurate with the prevailing conditions in the market for funds and reflects the risks the service provider faces in providing the pipeline service; and
- (b) when applying the principle in paragraph (a) to a pipeline service that when used affects the capacity of the non-scheme pipeline available for other pipeline services and is priced at a premium or a discount to the price for a firm haulage service on the relevant non-scheme pipeline – the premium or discount must:
 - (i) take into account any opportunity cost or benefit to the service provider of providing the pipeline service, having regard to any effect on the cost of providing firm haulage services or the capacity of the non-scheme pipeline; and
 - (ii) be consistent with the price for the pipeline service providing a reasonable contribution to joint and common costs.

We must ensure that there is sufficient information available to the interconnecting party to enable it to assess the likely availability of capacity to or from the interconnection point.

9.3 Interconnection Process and Agreements

The interconnecting party should contact the GM Commercial & BD on the contact details nominated above to discuss the interconnection process in further detail.

Please see Appendix A for the following template agreements, which TGN may require an Interconnecting Party to enter into:

- (a) Interconnection Agreement (for operations); and
- (b) Works Agreement – Interconnection (for works).

Gas Networks Victoria Pty Ltd

[Interconnecting Party]

Interconnection Agreement

Contents

1	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation	5
2	Commencement and Term	6
2.1	Commencement	6
2.2	Commencement of Gas Flow	6
2.3	Termination	7
2.4	Expiry	7
3	General Requirements and Obligations	7
3.1	Consent to Connection	7
3.2	Asset Ownership	7
3.3	Workmanlike Operations	7
3.4	Modifications	7
3.5	Access	7
3.6	Emergency Access	8
3.7	Conditions of Access	8
3.8	Coordination of Maintenance and Repairs	8
3.9	Power, Utilities and Data Feeds	9
3.10	Quantity and Quality Metering	9
3.11	Provision of Information and Co-operation	9
4	Interconnecting Party Obligations	9
4.1	Performance Criteria	9
4.2	Gas Pressure	9
4.3	Gas Temperature	9
4.4	Gas Odourisation	10
4.5	Information	10
4.6	Testing and Inspection	10
5	Injections and Curtailments	10
5.1	Injections	10
5.2	Curtailment	11
5.3	Notice of Curtailment	12
5.4	Method of Curtailment	12
6	Gas Quality	12
6.1	Gas Injection	Error! Bookmark not defined.
6.2	Notice of Off-Specification Gas	12
6.3	Authorised Off-Specification Gas	12
6.4	Information and Access	13
6.5	Commingling	13
7	Security	13
7.1	Provision of Security	13
7.2	Purpose of Security	13
7.3	Recourse to Security	13
7.4	No Injunction	14
7.5	Replacement of Security	14
7.6	Release of Security	15
8	Connection Fees	15

8.1	Connection Fee	15
8.2	Payment	Error! Bookmark not defined.
9	Termination	15
9.1	Termination by Interconnecting Party	15
9.2	Termination by GNV for Interconnecting Party default	15
9.3	Suspension as Alternative to Termination	16
9.4	Termination by Interconnecting Party for GNV default	16
9.5	Termination due to closure of Network	16
9.6	Effect of Termination	16
9.7	Decommissioning and Asset Removal	16
9.8	Termination Payment	17
9.9	Survival	17
10	Force Majeure	17
10.1	Party Excused	17
10.2	Obligations	17
10.3	Rights of Other Party	18
11	Liability	18
11.1	GNV Liability Cap	18
11.2	Interconnecting Party Liability Cap	18
11.3	Consequential Loss Exclusion	18
11.4	Australian Consumer Law	19
12	Insurance	19
12.1	Interconnecting Party Insurance	19
12.2	Insurance does not limit contractual responsibilities	20
12.3	No act or omission that may prejudice insurance	20
12.4	Interconnecting Party's failure to insure	20
12.5	Notification	20
13	Assignments and Transfers	20
13.1	GNV Assignment	20
13.2	Interconnecting Party Dealings	21
13.3	Assignment as Security	21
14	Confidentiality	22
14.1	Confidential Information	22
14.2	Permitted disclosure	22
14.3	Survival	23
15	GST	23
15.1	GST Gross-Up	23
15.2	GST Invoice	23
15.3	Payment	23
15.4	Reimbursements	23
15.5	Adjustments	23
15.6	Definitions	23
16	Dispute Resolution	24
16.1	Resolution of disputes between parties	24
16.2	Reference to Independent Expert	24
16.3	Qualifications of Independent Expert	24
16.4	Presentation of evidence	24

16.5	Role of Independent Expert	24
16.6	Determination	25
16.7	Costs	25
16.8	Obligations not affected	25
16.9	Equitable Relief	25
16.10	Survival	25
17	Costs and Stamp Duty	25
17.1	Costs	25
17.2	Stamp Duty	25
17.3	Survival	25
18	Notices	26
18.1	How to give notices	26
18.2	Time of receipt	26
19	Miscellaneous	26
19.1	Joint and Several Liability	26
19.2	Representations	26
19.3	No waiver	27
19.4	Entire agreement	27
19.5	Amendments	27
19.6	Law	27
19.7	Further acts	27
19.8	Counterparts	Error! Bookmark not defined.
Execution		28
Schedule 1 – Contract Particulars		29
Schedule 2 – Interconnecting Party Works		30
Schedule 3 – Connection Fee		31

Interconnection Agreement

Date

Parties

1 **Gas Networks Victoria Pty Ltd** (ABN 69 163 231 696) (**GNV**)

Address: 5 Kiln Court St Leonards Tasmania 7520

Email:

Contact:

2 **[Interconnecting Party]** (ABN [** *** ***) (**Interconnecting Party**)

Address: [*****]

Email: [*****]

Contact: [*****]

Recitals

A GNV owns and operates a Gas Distribution System in Victoria (**Network**).

B The Interconnecting Party wishes to connect a proposed distribution connected facility to the Network.

C This Agreement sets out the terms upon which, once the works to facilitate that connection are completed, the Facility may connect to the Network.

Operative part

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears from the context:

Acceptable Security Provider means a financial institution:

- (a) holding a current licence issued by the Australian Prudential Regulation Authority; and
- (b) that has a Credit Rating of at least A- (Standard & Poor's) or A3 (Moody's Investor Service).

Agreement means the contract constituted by this document.

Assets means:

- (a) in respect of the Interconnecting Party, the Interconnecting Party Assets; and
- (b) in respect of GNV, the GNV Works.

Australian Standards means the standards published by Standards Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Completion has the meaning given to that term in the Works Agreement.

Connection Point means the point of connection between the Facility and the Network, at which Gas produced by the Facility is able to pass from the Facility into the Network.

Consequential Loss means each of the following forms of loss:

- (a) consequential loss;
- (b) special loss;
- (c) indirect loss;
- (d) loss of revenue;
- (e) loss of profit;
- (f) loss of use;
- (g) loss of opportunity; or
- (h) loss of contract (other than this contract).

Contract Particulars means the particulars set out in Schedule 1.

Controller has the meaning set out in section 9 of the Corporations Act and, for the avoidance of doubt, includes a person or persons (jointly or jointly and severally) appointed under or pursuant to any charge as a receiver or receiver and manager or as an attorney for the chargee or as the chargee's agent.

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

Credit Rating means, in respect of an entity, the published rating then assigned by a ratings agency referred to in the definition of Acceptable Security Provider to the unsecured, senior long term debt obligations of the entity.

Emergency means an event or situation:

- (a) which may result in personal injury, death or material damage to property; or
- (b) which may jeopardise the operational integrity and safe operation of the gas infrastructure of a party.

Facility means the facility specified in the Contract Particulars.

Force Majeure means any event or circumstance not within the reasonable control of a party, and which by the exercise of reasonable care that party is not able to prevent or overcome, including (without limitation) the following events to the extent they are not within the reasonable control of the relevant party:

- (a) an act of God, landslide, earthquake, flood, wash-out, lightning, storm and the elements;
- (b) strike, lock-out, ban or other industrial disturbance;
- (c) act of the enemy, war, blockade or insurrection, riot or civil disturbance;
- (d) fire or explosion including radio-active and toxic explosion;
- (e) epidemic or quarantine; and

- (f) order of any court or the order, act or omission or failure to act of any Government Agency or failure to obtain any necessary consent or approval of a Government Agency.

Gas means [].

Gas Specification means [].

Good industry practice mean the practices, methods and acts that would reasonably be expected from experienced and competent persons engaged in the gas industry in Australia, acting with all due skill, diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced professional engineers and operators engaged in the same type of activities under the same or similar circumstances and conditions. It includes (but without limitation) complying with:

- (a) applicable Laws and Australian Standards relevant to that activity;
- (b) manufacturer's instructions and operating manuals;
- (c) good gas industry and engineering practice current from time to time.

Government Agency means any government department or any statutory, public, municipal, local or other authority charged with the responsibility for administering any relevant legislation, regulation, ordinance or by-law.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999*.

Insolvency Event means any of the following events or circumstances occurring in relation to a person:

- (a) a receiver, manager, receiver and manager, trustee, administrator, Controller or similar officer is appointed in respect of the person or any asset of the person;
- (b) a liquidator or provisional liquidator is appointed in respect of the person;
- (c) any application (not being an application withdrawn or dismissed within 15 Business Days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing an official referred to in paragraph (a) or (b);
 - (ii) winding up of the person; or
 - (iii) proposing or implementing a scheme of arrangement in respect of the person (other than as part of a solvent reconstruction, amalgamation, merger or consolidation);
- (d) a moratorium of any debts of the person or any official assignment or a composition or an arrangement (formal or informal) with the person's creditors or any similar proceeding or arrangement by which the assets of the person are subjected conditionally or unconditionally to the control of the person's creditors is ordered, declared or agreed to, or is applied for and the application is not withdrawn or dismissed within 15 Business Days (unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation);

- (e) the person takes any step to obtain protection, or is granted protection, from its creditors under any applicable Law;
- (f) the person becomes, admits in writing that it is, is declared or is deemed under any applicable Law to be, insolvent or unable to pay its debts;
- (g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of the person which is material in the context of this Agreement (and which is not withdrawn or dismissed within 10 Business Days); or
- (h) any act is done or event occurs which under the Laws from time to time of a country other than Australia has an analogous or similar effect to any of the events in paragraphs (a) – (g),

but does not include any action taken by or on behalf of GNV's financiers in accordance with the documents regulating the financial accommodation granted by those financiers to GNV or any of its Related Bodies Corporate.

Interconnecting Party Assets means the Facility and the Other Works.

Interconnecting Party Liability Cap means the amount described as such in the Contract Particulars.

Laws means:

- (a) the common law;
- (b) all Acts of Victoria or the Commonwealth;
- (c) all regulations, codes, ordinances, local laws, by-laws, legislative instruments, orders, judgments, licences, rules, and permits; and
- (d) legally binding requirements of all Government Agencies.

Network is defined in Recital A.

Other Works has the meaning given to that term in the Works Agreement.

Technical Specifications means the criteria set out in Part 2 of Schedule 2.

Reasonable and Prudent means, in relation to an undertaking, the exercise of the skill, diligence, prudence and foresight which would be exercised by a skilled, competent and experienced person seeking at all times to comply with good industry practice and complying with all recognised standards and applicable laws in a comparable type of undertaking under comparable circumstances.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Security means an unconditional and irrevocable undertaking which complies with the Security Requirements for an amount equal to the Security Amount.

Security Amount is specified in the Contract Particulars.

Security Invalidation Event means one of the following:

- (a) the issuer of a Security ceases to have an Acceptable Credit Rating;

- (b) the issuer of a Security is subject to an Insolvency Event;
- (c) the issuer of a Security repudiates its obligations under the Security;
- (d) the issuer of a Security claims that the Security is no longer valid, binding or enforceable; or
- (e) for any other reason a Security ceases to be valid, binding or enforceable.

Security Requirements means that a security is an unconditional and irrevocable undertaking to pay on demand which:

- (a) is for the Security Amount;
- (b) is issued by an issuer who is an Acceptable Security Provider;
- (c) specifies a location within Hobart Tasmania where demand may be given and where payment will be made by the issuer on receipt of the demand; and
- (d) is in a form acceptable to GNV (acting reasonably).

Technical Specifications means the specifications set out in Part 1 of Schedule 2.

Termination Payment means the payment set out in, or determined in accordance with, Schedule 3.

GNV Liability Cap means the amount described as such in the Contract Particulars.

GNV Works means the works (if any) described as such in the Works Agreement.

Works Agreement means the agreement titled "Works Agreement – Interconnection" executed on or about the date of this Agreement and setting out the terms upon which the parties will construct the infrastructure necessary to establish a connection between the Facility and the Network.

1.2 **Interpretation**

In this Agreement, unless a contrary intention appears:

- (a) words or expressions importing the singular include the plural and vice versa and words or expressions importing a gender include the other gender;
- (b) words or expressions denoting individuals include corporations, firms, unincorporated bodies, partnerships, joint ventures, government authorities and instrumentalities;
- (c) a reference to a party includes that party's successors and permitted assigns;
- (d) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (e) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Agreement;
- (f) a provision of this Agreement will not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;

- (g) a reference to this Agreement or another agreement includes that agreement as amended, varied, novated, supplemented or replaced from time to time;
- (h) a reference to legislation or a provision of legislation includes:
 - (i) all regulations, orders or instruments issued under the legislation or provision; and
 - (ii) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (i) any schedule or annexure forms part of this Agreement and has effect as if set out in full in the body of this Agreement;
- (j) a reference to **dollars** or **\$** is a reference to Australian dollars;
- (k) a reference to time is to the time in Victoria;
- (l) references to **day, month, quarter** and **year** mean a calendar day, month, quarter and year respectively;
- (m) references to **include** and **including** are to be construed without limitation;
- (n) all numerical information used and calculations made under this Agreement will be, as far as practicable, to an accuracy of 4 decimal places, or such greater accuracy as may be necessary to ensure that financial calculations are correct to the nearest cent;
- (o) all references to units of measurement are references to the units of measurement defined in or for the purposes of the *National Measurement Act 1960* (Cth);
- (p) a period of time:
 - (i) expressed to commence before or after a given day, or before or after the day of an act or event, is to be calculated exclusive of that day; and
 - (ii) a period of time expressed to commence on a given day, or on the day of an act or event, is to be calculated inclusive of that day.

2 Commencement and Term

2.1 Commencement

This Agreement commences upon its execution.

2.2 Commencement of Gas Flow

Except as permitted as part of any commissioning under the Works Agreement, no Gas may be delivered at the Connection Point until:

- (a) Completion has been achieved under the Works Agreement;
- (b) the Interconnecting Party has paid to GNV in cleared funds all amounts due under the Works Agreement; and

- (c) the Interconnecting Party has provided the Security.

2.3 Termination

This Agreement will automatically terminate if the Works Agreement is terminated without Completion having occurred.

2.4 Expiry

This Agreement will expire upon the [] anniversary of Completion.

3 General Requirements and Obligations

3.1 Consent to Connection

Subject to the Interconnecting Party's compliance with this Agreement, GNV consents to the Interconnecting Party Assets connecting to the Network at the Connection Point.

3.2 Asset Ownership

GNV and the Interconnecting Party agree that, as between GNV and the Interconnecting Party:

- (a) GNV will own the Network and the GNV Works; and
- (b) the Interconnecting Party will own the Facility and the Other Works.

3.3 Workmanlike Operations

Each party must, as a Reasonable and Prudent operator, operate, manage, maintain and repair its Assets:

- (a) competently and in a safe, good and workmanlike manner;
- (b) in accordance with Good Industry Practice; and
- (c) in compliance with all applicable Laws.

3.4 Modifications

- (a) A party must not modify or alter its Assets except with the other party's prior written consent. The other party must not unreasonably withhold or delay that consent or give such consent on unreasonable conditions.
- (b) Clause 3.4(a) does not prevent a party replacing parts of the Assets as part of routine maintenance, or if those parts have been damaged, with like for like parts or with upgraded parts (provided that the Assets continue to comply with this Agreement).

3.5 Access

- (a) If a party requires access (including access for its employees, agents and contractors) to the Assets of the other party (**Operator**), then it must serve written notice on the Operator requesting such access.
- (b) The Operator may not unreasonably withhold or delay its consent to any request made under clause 3.5(a) and must grant that consent on reasonable terms.
- (c) This clause 3.5 does not apply to a party exercising a right of access under clause 3.6.

3.6 **Emergency Access**

- (a) The Interconnecting Party grants to GNV (including its employees, agents and contractors) such access to its Assets (including the premises upon which those Assets are located) as is reasonably required to prevent, or mitigate the effects of, an Emergency.
- (b) GNV must:
 - (i) telephone the other party as soon as possible to notify it of the Emergency;
 - (ii) to the extent practicable, having regard to the nature of the Emergency, provide as much notice to the Interconnecting Party as practicable of its intention to exercise that right of access, and use its reasonable endeavours to minimise any interference to the Assets of the other party;
 - (iii) exercise its rights of access as a Reasonable and Prudent operator; and
 - (iv) within a reasonable time of request, provide a written report to the Interconnecting Party describing in reasonable detail:
 - (A) the nature of the Emergency;
 - (B) the steps taken by the party to address the Emergency; and
 - (C) any action taken in relation to the other party's Assets.

3.7 **Conditions of Access**

A party exercising a right of access under clause 3.5 or clause 3.6 must comply with:

- (a) all applicable Laws and applicable Australian Standards (including occupational health and safety procedures);
- (b) all site procedures and safety requirements (notified to that party) which apply to the relevant Assets and the premises on which those assets are located; and
- (c) any reasonable directions given by the other party whose premises they are accessing.

3.8 **Coordination of Maintenance and Repairs**

- (a) Each party will:
 - (i) advise and, where practicable, endeavour to coordinate, the times at which maintenance or repair of its Assets is undertaken; and
 - (ii) advise the other party prior to carrying out maintenance or repair which has the potential to impact the normal operation of the other party's equipment or Assets (except in the case of an Emergency, where prior notice of works is not practical),

so as to:

 - (iii) minimise the extent of or potential for interruption in the delivery of Gas;
 - (iv) minimise the potential for equipment to operate outside of normal operating/design parameters;
 - (v) avert unintentional tripping of alarms; and

- (vi) enable the other party to be alert in the event of an alarm or other abnormality occurring at the site.
- (b) In the case of scheduled maintenance, a party will use its reasonable endeavours to provide at least 14 days' notice under clause 3.8(a).

3.9 Power, Utilities and Data Feeds

If required by GNV, the Interconnecting Party must provide GNV with a connection to power and utilities (together with the supply of power and utilities), and data feeds, as reasonably required by GNV for the operation, management, maintenance or repair of the GNV Works. The power, utilities and data must be supplied, without charge to GNV, at a point selected by GNV at or near the location of the GNV Works.

3.10 Quantity and Quality Metering

The parties must comply with their respective obligations under Schedule 4.

3.11 Provision of Information and Co-operation

- (a) A party (**Relevant Party**) must provide to the other party such information reasonably requested by the other party from time to time in relation to the operation and maintenance of the Relevant Party's Assets as is reasonably required by the other party for the operation and maintenance of its own Assets.
- (b) A party must as soon as practicable notify the other party if it becomes aware of any circumstances which may affect the normal operation of the Assets (including an Emergency).
- (c) The parties must co-operate and use all reasonable endeavours to mitigate and overcome the effects of any circumstance referred to in clause 3.11(a).

4 Interconnecting Party Obligations

4.1 Technical Specifications and Performance Criteria

The Interconnecting Party must ensure the Interconnecting Party Assets, and Gas supplied from the Interconnecting Party Assets, at all times complies with:

- (a) the Technical Specifications; and
- (b) the Performance Criteria.

4.2 Gas Pressure

The Interconnecting Party must ensure that Gas is supplied at the Connection Point at a pressure that is within the range of pressures specified in Schedule 2 (or such other pressure or pressures as have been or are approved in writing by GNV or as GNV may specify by notice in writing to the Interconnecting Party from time to time).

4.3 Gas Temperature

The Interconnecting Party must ensure that Gas is supplied at the Connection Point at a temperature that is within the temperature range specified in Schedule 2 (or such other temperature or temperatures as have been or are approved in writing by GNV or as GNV may specify by notice in writing to the Interconnecting Party from time to time).

4.4 Gas Odourisation

The Interconnecting Party must ensure that Gas injected through the Connection Point has been odourised in accordance with applicable standards and legislation and the specifications in Schedule 2 and, in any event, has an odour which is distinctive and unpleasant and has an odour level that is discernible at one-fifth of the lower explosive limit of the Gas.

4.5 Information

The Interconnecting Party must provide GNV with such information as it requires from time to time (and within such timeframe reasonably specified by GNV) to substantiate that the Interconnecting Party is complying with clause 4.1 and the remaining requirements of this Agreement relating to management, operation and maintenance of the Interconnecting Party Assets.

4.6 Testing and Inspection

- (a) If GNV has a reasonable basis to suspect the Interconnecting Party may not be complying with clause 4.1 to 4.4 or clause 6.1, the Interconnecting Party must conduct such tests as required by GNV to determine whether the Interconnecting Party Assets, and Gas supplied from the Interconnecting Party Assets, complies with clauses 4.1 to 4.4 or clause 6.1. Such tests must be held at the times, and in accordance with the procedures, reasonably specified by GNV and representatives of GNV must be permitted to attend any such tests.
- (b) The Interconnecting Party must permit GNV to inspect the Interconnecting Party Assets:
 - (i) [annually]; and
 - (ii) at such other times as requested by GNV, if GNV has a reasonable basis to suspect the Interconnecting Party Assets (or Gas supplied from them) may not comply with clauses 4.1 to 4.4 or clause 6.1 or the Interconnecting Party Assets otherwise do not comply with the requirements of this Agreement.

The inspection must be held at such time reasonably nominated by GNV and the Interconnecting Party must co-operate with the inspection and provide GNV with all necessary access to the Interconnecting Party Assets. In conducting such inspection, GNV will comply with the site safety and security procedures of the Interconnecting Party.

5 Injections and Curtailments

5.1 Injections

- (a) Subject to the terms of this Agreement, GNV agrees to the Interconnecting Party injecting Gas into the Network.
- (b) Despite clause 5.1(a) GNV has no obligation under this Agreement to accept any given volume of Gas from the Interconnecting Party or to accept Gas at any specific times. GNV's obligations in respect of such matters are owed only to those persons with whom GNV has haulage agreements for use of the Network which entitle those persons to take delivery of Gas at the Connection Point.
- (c) The Interconnecting Party has no obligation to deliver any given volume Gas, or Gas at any given times, at the Connection Point.

- (d) The Interconnecting Party may only inject Gas into the Network if it is supplying that Gas to a person who has a haulage agreement with GNV providing for the haulage of that Gas through the Network.

5.2 ***Curtailment***

GNV or the Interconnecting Party may curtail or interrupt the injection of Gas through the Connection Point in each of the following circumstances:

- (a) the Gas does not meet the Gas Specification or other requirements set out in this Agreement or required by Law;
- (b) the pressure of Gas is outside the range of pressures permitted under this Agreement;
- (c) the temperature of Gas is outside the range of temperatures permitted under this Agreement;
- (d) the Gas is not odorised in accordance with this Agreement;
- (e) due to any failure of gas quality monitoring equipment, GNV is not able to monitor the specifications of the Gas;
- (f) where the injection of Gas at the Connection Point poses:
 - (i) any threat to public safety or the death of or injury to any person;
 - (ii) any threat of damage to the Network or any other property; or
 - (iii) any threat to the operational integrity of the Network;
 - (iv) any threat to the safe and reliable operation of the Network or the safe and reliable supply of Gas to end users;
- (g) where it is necessary or desirable to interrupt or curtail the injection of Gas for the purposes of the safe and reliable operation of the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point;
- (h) where the curtailment or interruption of Gas is necessary or desirable to permit maintenance, repairs or alterations to the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point;
- (i) where the curtailment or interruption of Gas is required or permitted by any Law (including, but without limitation:
 - (i) the conditions of any Authorisation authorising the operation of the Connection Point or any plant, equipment or assets upstream or downstream of the Connection Point; or
 - (ii) any order or direction given to GNV or the Interconnecting Party by the Australian Energy Regulator or any Government Agency);
- (j) in any other circumstances in which this Agreement permits or authorises GNV or the Interconnecting Party to curtail or interrupt the injection of Gas at the Connection Point; or
- (k) in any other circumstances where GNV considers that it is necessary or desirable to curtail or interrupt the injection of Gas into the Network.

5.3 **Notice of Curtailment**

If a party proposes to take steps to curtail or interrupt the injection of Gas through the Connection Point, it will notify the other party if it is practicable to do so before the injection of Gas is curtailed or interrupted. If it is not practicable for one party to notify the other party before it takes steps to curtail or interrupt the injection of Gas, that party must notify other party of the interruption or curtailment as soon as practicable after it has occurred.

5.4 **Method of Curtailment**

If a party wishes to curtail or interrupt the injection of Gas through the Connection Point, it may curtail or interrupt the injection of Gas through the Connection Point by whatever means are available to it, such as closing a shut-off valve or shutting down or limiting Gas production at the Facility (provided in employing those means it acts as a Reasonable and Prudent operator). Each party must give the other party whatever assistance the other party might reasonably require to curtail or interrupt the injection of Gas through the Connection Point, such as closing a shut-off valve at the request of the other party or allowing the other party to access and close a shut-off valve or shutting down or limiting Gas production at the Facility at the request of the other party.

6 **Gas Quality**

6.1 **Compliance with Gas Specification**

- (a) The Interconnecting Party must ensure any Gas it delivers into the Network complies with the Gas Specification.
- (b) The Interconnecting Party must indemnify and keep GNV indemnified against all losses, damages, costs and expenses suffered or incurred by GNV due to the Interconnecting Party's breach of clause 6.1(a).
- (c) The indemnity in clause 6.1(b) does not extend to losses, damages, costs and expenses GNV would have avoided had it complied with the common law duty to mitigate loss.

6.2 **Notice of Off-Specification Gas**

The Interconnecting Party must notify GNV as soon as the Interconnecting Party becomes aware that Gas which does not comply with the Gas Specification is being, or is likely to be, or has been delivered at the Connection Point. Any such notification must include all information available to the Interconnecting Party in respect of the off-specification Gas, including each aspect of the Gas Specification with which it fails to comply, the degree of its failure to comply and the likely time the Interconnecting Party will be able to resume delivery of Gas which complies with the Gas Specification.

6.3 **Authorised Off-Specification Gas**

The Interconnecting Party will not have to indemnify GNV under clause 6.1 in respect of any loss, cost, expense or damage that results from the injection of Gas which does not comply with the Gas Specification into the Network where:

- (a) GNV has given a written notice to the Interconnecting Party in which:
 - (i) GNV identifies the degree to which the Gas may vary from the Gas Specification; and
 - (ii) GNV confirms that the Interconnecting Party may inject that off-specification Gas into the Network; and

- (iii) GNV expressly states that the indemnity in clause 6.1 will not apply in relation to that off-specification Gas; and
- (b) the Interconnecting Party injects that off-specification Gas into the Network strictly in accordance with the notice (and in compliance with any conditions in the notice).

A notice given by GNV under this clause 6.3 may be given subject to any conditions GNV thinks fit. The notice may be limited to a time period or by reference to circumstances specified in the notice.

6.4 Information and Access

Whenever requested by GNV, the Interconnecting Party must provide GNV with information, records and access to facilities that GNV reasonably requires in order to verify that the Gas supplied for injection at the Connection Point complies with the Gas Specification and that reasonable precautions are in place to prevent the delivery of Gas which does not comply with the Gas Specification to the Connection Point.

6.5 Commingling

Whenever Gas is injected into the Network, GNV has the right to co-mingle that Gas with other gas in the Network.

7 Security

7.1 Provision of Security

- (a) Subject to clause 7.1(b), the Interconnecting Party must provide the Security to GNV.
- (b) The Interconnecting Party is not required to provide the Security during any period in which:
 - (i) it has an Acceptable Credit Rating; or
 - (ii) its obligations under this Agreement are guaranteed, on terms acceptable to GNV, by a party with an Acceptable Credit Rating; or
 - (iii) it has financial substance sufficient such that GNV is satisfied, acting reasonably, that it is able to satisfy its obligations under this Agreement.

7.2 Purpose of Security

The Security is to be provided and maintained by the Interconnecting Party for the purpose of ensuring the due and proper performance by the Interconnecting Party of all of its obligations under this Agreement, and to allocate to the Interconnecting Party the risk in respect of claimed entitlements of GNV under or in connection with this Agreement pending resolution of any claim or dispute in relation to such entitlement.

7.3 Recourse to Security

GNV is entitled to have recourse to the Security (including converting security into money) to recover:

- (a) any amounts due from the Interconnecting Party to GNV pursuant to this Agreement but unpaid;

- (b) any costs and expenses and losses and damages GNV in good faith claims it has incurred or suffered due to the Interconnecting Party's breach of this Agreement; and
- (c) any amounts paid or payable by GNV in respect of matters for which GNV in good faith claims the Interconnecting Party is liable or responsible pursuant to this Agreement.

7.4 No Injunction

- (a) The Interconnecting Party must not take any steps to injunct or otherwise restrain;
 - (i) the issuer of any Security from paying GNV under that Security;
 - (ii) GNV from taking any steps for the purposes of making a demand under any Security or receiving payment under any Security; or
 - (iii) GNV using the money received under any Security.
- (b) Each Security held or utilised by GNV in accordance with this clause 7 is not held by GNV as trustee and the Interconnecting Party will have no beneficial interest in any Security or the proceeds of any Security. GNV is not obliged to invest any proceeds or to account for any advantage derived from holding or retaining such proceeds or to hold such proceeds in a separate or particular account. Any interest earned on any Security or the proceeds of any Security will be to the benefit of GNV.

7.5 Replacement of Security

- (a) If GNV draws upon the Security then the Interconnecting Party must within 5 Business Days of the Security being drawn upon provide replacement Security to GNV, complying with the requirements of this Agreement, so that the total value of the Security held by GNV equals the Security Amount.
- (b) If a Security has an expiry date then the Interconnecting Party must ensure that no later than 15 Business Days prior to that expiry date the Security is replaced with a new Security (complying with the requirements of this Agreement) and with an expiry date at least 12 months after the date on which the new Security is provided.
- (c) If a Security Invalidity Event occurs in respect of a Security, the Interconnecting Party must, within 5 Business Days of that event, provide replacement Security, complying with the requirements of this Agreement, so that GNV holds Security in the amount equal to the Security Amount.
- (d) If the Interconnecting Party fails to comply with clause 7.5(a), clause 7.5(b) or clause 7.5(c), GNV may make a demand on and convert to cash the entire amount of the existing Security at any time after the replacement Security is due to be provided and may hold such cash until such time as the Interconnecting Party provides replacement Security complying with the requirements of this Agreement. GNV may utilise the proceeds held by it to recover any amounts referred to in clause 7.3.

7.6 **Release of Security**

- (a) If at any time the amount of the Security exceeds the Security Amount, the Interconnecting Party may request the return of the Security. GNV will return that Security provided that prior to that return the Interconnecting Party has provided GNV with a Security complying with this Agreement and in an amount equal to the Security Amount.
- (b) Within 7 Business Days of the receipt of all payments due to GNV under this Agreement, GNV will release to the Interconnecting Party any Security held by GNV.
- (c) However before releasing any Security GNV may have recourse to any amounts of the Security to which it is entitled to have recourse. Where GNV is contemplating as at time it would otherwise be required to return Security having recourse to that Security then, subject to it notifying the Interconnecting Party of this fact, it may hold the Security for the lesser of a further 30 days and the date GNV determines it will not have recourse to the Security.

8 **Connection Fees**

[Schedule 3 will set out the fees payable, the manner of their adjustment and procedures around invoicing and payment. The content of the schedule will be negotiated on a project by project basis]

9 **Termination**

9.1 **Termination by Interconnecting Party**

The Interconnecting Party may terminate this Agreement at any time by 90 days' notice to GNV.

9.2 **Termination by GNV for Interconnecting Party default**

GNV may by notice to the Interconnecting Party terminate this Agreement with immediate effect if:

- (a) the Interconnecting Party has failed to pay an amount due to GNV by the due date for payment of that amount and has not remedied that failure within 10 Business Days of notice from GNV;
- (b) the Interconnecting Party is required to provide Security, but Security which complies with this Agreement is not in force and the Interconnecting Party has not remedied that failure within 10 Business Days of notice from GNV;
- (c) (to the extent permitted by Law), an Insolvency Event occurs in respect of the Interconnecting Party;
- (d) the Interconnecting Party grants any ownership interest in the Interconnecting Party Assets to a person (other than as permitted by clause 13); or
- (e) the Interconnecting Party has committed any other breach of this Agreement and does not remedy that breach within 30 Business Days of notice from GNV.

9.3 ***Suspension as Alternative to Termination***

- (a) Where GNV is entitled to terminate this Agreement it may instead suspend the Interconnecting Party's right to inject Gas into the Network until the relevant default is remedied to GNV's satisfaction. In such case GNV may take such steps as it considers are required to close the Connection Point and the Interconnecting Party must comply with any directions given by GNV to facilitate such closure. GNV is not obliged to reopen the Connection Point until such time as GNV lifts the suspension.
- (b) Where GNV has suspend the injection of Gas into the Network GNV may at any time (while the default remains unremedied) terminate this Agreement by notice to the Interconnecting Party.

9.4 ***Termination by Interconnecting Party for GNV default***

The Interconnecting Party may by notice to GNV terminate this Agreement with immediate effect if:

- (a) (to the extent permitted by Law), an Insolvency Event occurs in respect of GNV; or
- (b) GNV has committed any breach of this Agreement and does not remedy that breach within 30 Business Days of notice from the Interconnecting Party.

9.5 ***Termination due to closure of Network***

GNV may, by [] notice to the Interconnecting Party, terminate this Agreement if GNV ceases to operate the Network or the part of the Network located in the area of Victoria in which the Facility is located.

9.6 ***Effect of Termination***

- (a) The termination or expiration of this Agreement will terminate the rights and obligations of GNV and the Interconnecting Party under this Agreement, other than any rights and obligations that are expressed or intended to survive termination or expiration. Termination or expiration does not affect any rights or remedies to the extent accrued prior to termination or expiration.
- (b) Upon termination or expiry of this Agreement:
 - (i) no further Gas may be injected at the Connection Point;
 - (ii) GNV may take such steps as required to close the Connection Point and the Interconnecting Party must comply with such directions given by GNV to enable GNV to close the Connection Point;
 - (iii) GNV may disconnect the Connection Point and the Interconnecting Party must comply with such directions given by GNV to enable GNV to disconnect the Connection Point; and
 - (iv) Clause 9.7 will apply.

9.7 ***Decommissioning and Asset Removal***

Upon the expiry or termination of this Agreement, GNV may decommission and remove the GNV Works and remediate the land upon which they were located. The Interconnecting Party must comply with such reasonable directions given by GNV to facilitate that decommissioning, removal and remediation.

9.8 **Termination Payment**

If this Agreement terminates (other than pursuant to clause 9.3 or 9.5), the Interconnecting Party must pay the Termination Payment to GNV within 30 days of receipt of an invoice from GNV for that Termination Payment. GNV may at its option issue separate invoices for parts of the Termination Payment in which case a specific invoice will be due within 30 days of its receipt.

9.9 **Survival**

This clause 9 will survive termination or expiration of this Agreement.

10 **Force Majeure**

10.1 **Party Excused**

Non-performance as a result of Force Majeure by either party of an obligation or condition required by this Agreement to be performed:

- (a) will be excused during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure; and
- (b) will not to that extent give rise to any liability to the other party for any direct, indirect, consequential or special losses or damages of any kind arising out of, or in any way connected with, that non-performance,

but no party will be relieved by Force Majeure of any obligation to pay a sum of money under this Agreement.

10.2 **Obligations**

A party which is, by reason of Force Majeure, unable to perform an obligation or condition required by this Agreement to be performed will:

- (a) notify the other party as soon as possible giving:
 - (i) reasonably full particulars of the event or circumstance of Force Majeure;
 - (ii) the date of commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations; and
 - (iii) where possible, the means proposed to be adopted to remedy or abate the Force Majeure;
- (b) use reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible provided that nothing in this clause 10.2 will require a party to settle a strike, lockout, ban or other industrial disturbance against its judgment;
- (c) resume performance as expeditiously as possible after termination of the Force Majeure; and
- (d) notify the other party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

10.3 **Rights of Other Party**

No event of Force Majeure affecting the performance of this Agreement by either party will operate to prevent a cause of action arising from and after the expiration of the period of time within which, by the exercise of reasonable diligence and the employment of all reasonable means, that party could have remedied the situation preventing its performance.

11 **Liability**

11.1 **GNV Liability Cap**

- (a) GNV's aggregate liability to the Interconnecting Party under this Agreement for all acts or omissions of GNV under or in connection with this Agreement during a calendar year (whether those acts or omissions constitute a breach of contract, negligence or a breach of any other statutory, legal or equitable duty or obligation of any nature whatsoever) is capped at the GNV Liability Cap.
- (b) The GNV Liability Cap does not limit GNV's liability for losses, costs, damages or expenses arising from:
 - (i) any personal injury or death caused by GNV; or
 - (ii) any damage caused by GNV to the Interconnecting Party Assets.

11.2 **Interconnecting Party Liability Cap**

- (a) The Interconnecting Party's aggregate liability to GNV under this Agreement for all acts or omissions of the Interconnecting Party under or in connection with this Agreement during a calendar year (whether those acts or omissions constitute a breach of contract, negligence or a breach of any other statutory, legal or equitable duty or obligation of any nature whatsoever) is capped at the Interconnecting Party Liability Cap.
- (b) The Interconnecting Party Liability Cap does not limit the Interconnecting Party's liability for losses, costs, damages or expenses arising from:
 - (i) any personal injury or death caused by the Interconnecting Party;
 - (ii) any damage caused by the Interconnecting Party to the GNV Works or the Network,

and does not limit the Interconnecting Party's liability under the indemnity in clause 6.1 or to pay GNV the Termination Payment, the [*names of fees to be inserted*], GST or any other amount required by an express provision of this Agreement.

11.3 **Consequential Loss Exclusion**

- (a) Subject to clause 11.3(b), neither party is liable to the other under this Agreement (whether for breach of contract, in negligence or for breach of any other statutory, legal or equitable duty or obligation of any nature whatsoever) for Consequential Loss.
- (b) Clause 11.3(a) does not limit the Interconnecting Party's liability:
 - (i) for any liability incurred by GNV to third parties due to the act or omission of the Interconnecting Party;
 - (ii) for losses, costs, damages or expenses arising from damage caused by the Interconnecting Party to the GNV Works or the Network;

- (iii) under the indemnity in clause 6.1;
- (iv) to pay GNV the Termination Payment, the [*names of fees to be inserted*], GST or any other amount required by an express provision of this Agreement.

11.4 Australian Consumer Law

- (a) Pursuant to section 64A of the Australian Consumer Law this clause 11.4(a) and clause 11.4(b) apply in respect of the goods or services supplied under this Agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, but this clause 11.4(a) and clause 11.4(b) will not apply if a party establishes that reliance on them would not be fair and reasonable. This clause 11.4(a) and clause 11.4(b) prevail over any inconsistent provisions in this Agreement.
- (b) Liability of a party for failure to comply with a guarantee under Division 1 of Part 3-2 of the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is limited to:
 - (i) in the case of goods, to any one of the following as determined by the party:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (D) the payment of the cost of having the goods repaired;
 - (ii) in the case of services, to any one of the following as determined by party:
 - (A) the supplying of the services again;
 - (B) the payment of the cost of having the services supplied again.

11.5 Survival

This clause 11 survives the termination or expiration of this Agreement.

12 Insurance

12.1 Interconnecting Party Insurance

- (a) The Interconnecting Party will effect and maintain current, with a major insurance company authorised to carry on insurance business in Australia, the following insurance policies:
 - (i) workers compensation insurance to the extent required by Victorian law;
 - (ii) third party public liability and product liability insurance covering liability to any third party for death or bodily injury (including illness) and loss of, or damage to, property arising out of anything done or omitted to be done by

the Interconnecting Party for a liability of not less than \$20,000,000 for any one incident; and

- (iii) any other insurance required by the Contract Particulars.
- (b) The Interconnecting Party must, if requested by GNV, provide GNV with certificates of currency for the insurances referred to in clause 12.1(a).

12.2 Insurance does not limit contractual responsibilities

No insurance whether maintained by the Interconnecting Party or GNV limits the obligations or liabilities of the Interconnecting Party under this Agreement.

12.3 No act or omission that may prejudice insurance

The Interconnecting Party must not commit any act or omission which is in contravention of an insurance policy maintained by the Interconnecting Party or which may result in that insurance policy becoming void or voidable or which may result in the insurer refusing liability under the policy.

12.4 Interconnecting Party's failure to insure

If the Interconnecting Party fails to effect or maintain or ensure there is effected and maintained any insurance which the Interconnecting Party is required to effect and maintain under this Agreement (whether at all or on the terms of this Agreement), GNV may at its sole option and without being under an obligation to do so effect and maintain such insurance and the costs incurred thereby shall be a debt due from the Interconnecting Party to GNV. No such effecting of insurance by GNV affects any obligations of the Interconnecting Party under this Agreement.

12.5 Notification

The Interconnecting Party must notify GNV as soon as is reasonably possible if it becomes aware of any fact or circumstance which may lead to a claim being made under any insurance policy required to be maintained under this Agreement.

13 Assignments and Transfers

13.1 GNV Assignment

- (a) GNV must novate its rights and obligations under this Agreement to any person to whom GNV transfers ownership of that part of the Network which will connect to the Facility (which novation must occur simultaneously with that transfer of ownership). However where only a portion of GNV's ownership interest is being transferred then that person must accede to this Agreement (so as to become party to it jointly with GNV).
- (b) GNV may not otherwise novate its rights or obligations under this Agreement unless it has the consent of the Interconnecting Party, which consent is not to be unreasonably withheld, delayed or given on unreasonable conditions.
- (c) If GNV is entitled or required to novate its rights and obligations under this Agreement, the Interconnecting Party must execute such documents as reasonably required by GNV to give effect to that novation. GNV must pay any stamp duty and other taxes levied on such documents.

- (d) If a person is required to accede to this Agreement under clause 13.1(a), the Interconnecting Party must execute such documents as reasonably required by GNV to give effect to that accession. GNV must pay any stamp duty and other taxes levied on such documents.

13.2 Interconnecting Party Dealings

- (a) The Interconnecting Party represents it is the sole owner of the Interconnecting Party Assets.
- (b) The Interconnecting Party must not grant any other person an ownership interest in the Interconnecting Party Assets unless simultaneously with the grant of such interest:
 - (i) that person accedes to this Agreement (so as to become party to it jointly with the Interconnecting Party); or
 - (ii) that person executes a deed satisfactory to GNV which ensures that GNV's liability relating to the subject matter of this Agreement is not increased by the grant of that interest (including limiting GNV's aggregate liability to that person and the Interconnecting Party for any act or omission of GNV in connection with this Agreement) and deals with any other issues GNV reasonably requires to address the fact an owner of the Interconnecting Party Assets is not party to this Agreement.

However where the Interconnecting Party transfers its entire ownership interest in the Interconnecting Party Assets, clause 13.2(c) applies rather than this clause 13.2(b)

- (c) The Interconnecting Party must novate its rights and obligations under this Agreement to any person to whom the Interconnecting Party transfers its entire ownership interest in the Interconnecting Party Assets which novation must occur simultaneously with that transfer of ownership.
- (d) The Interconnecting Party may not otherwise novate its rights or obligations under this Agreement unless it has the consent of GNV, which consent is not to be unreasonably withheld, delayed or given on unreasonable conditions.
- (e) Where clause 13.2(b) applies GNV will execute such documents (provided they are in a form acceptable to GNV acting reasonably) as required to give effect to that accession or deed. The Interconnecting Party must pay any stamp duty and other taxes levied on such documents.
- (f) If the Interconnecting Party is entitled or required to novate its rights and obligations under this Agreement, GNV will execute such documents (provided they are in a form acceptable to GNV acting reasonably) as required to give effect to that novation. The Interconnecting Party must pay any stamp duty and other taxes levied on such documents.

13.3 Assignment as Security

- (a) Clauses 13.1 and 13.2 do not prevent a party charging, mortgaging or encumbering its rights under this Agreement as security in favour of reputable financiers. However any such financiers may only deal with the rights and obligations of a party under this Agreement in accordance with the relevant procedures in clause 13.1 and 13.2.

- (b) A party must notify the other if it has charged, mortgaged or encumbered its rights under this Agreement as security, which notice must set out the names of the financiers (or the security trustee who acts on their behalf).

[Note depending on the scale of the project GNV may require more detailed clauses around assignment as security to reflect the requirements of its financiers and the financiers to its parent entities]

14 Confidentiality

14.1 Confidential Information

Each party will treat and keep confidential:

- (a) the terms of this Agreement; and
- (b) all information disclosed to that party under this Agreement, pursuant to the transactions contemplated by this Agreement or during the negotiations preceding the execution of this Agreement, by the other party,

(Confidential Information) irrespective of the form in which that information was provided.

14.2 Permitted disclosure

- (a) Despite clause 14.1, Confidential Information may be disclosed by a party receiving that information in the following circumstances:
- (i) to its employees, its professional advisers or its financiers who require that information for the purpose of carrying out the functions assigned to them by the party;
 - (ii) with the consent of the party who provided the information, which consent may not be unreasonably withheld;
 - (iii) where the information was already known to it at the time it received it in the manner contemplated by clause 14.1;
 - (iv) the information is known publicly other than as a consequence of a breach of clause 14.1 by that party;
 - (v) in connection with the proposed sale of its share capital or any relevant part of its business undertaking;
 - (vi) when required by Law or by the requirements of any stock exchange on which the shares of the party or any of its Related Bodies Corporate are listed;
 - (vii) to any Related Body Corporate;
 - (viii) to the Australian Energy Regulator as a party considers is required by the National Gas Law or other applicable Laws; or
 - (ix) as necessary to enable a party to discharge its obligations, or exercise its rights, under this Agreement,
- (b) A party disclosing Confidential Information under clauses 14.2(a)(i), (v), (vi), (vii), or (viii) or (ix) above must use its reasonable endeavours to ensure that the persons to whom it discloses that information undertake to keep the information confidential.

14.3 Survival

This clause 14 survives the termination or expiration of this Agreement.

15 GST**15.1 GST Gross-Up**

If a party (**Supplier**) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this Agreement, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the Supplier an amount equal to such GST (**GST gross-up**).

15.2 GST Invoice

If a GST gross-up is payable, then the Supplier must give the recipient a tax invoice for the supply.

15.3 Payment

Provided a tax invoice has been given, the GST gross-up must be paid by the recipient:

- (a) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration;
- (b) if no monetary consideration is payable for the supply, within 10 Business Days after the day on which the tax invoice is given.

15.4 Reimbursements

If any payment to be made to a party under or in connection with this Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party (or its representative member) is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 15.

15.5 Adjustments

If an adjustment event has occurred in respect of a supply made under or in connection with this Agreement, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST (or part thereof), is paid no later than 20 Business Days after the Supplier first becomes aware that the adjustment event has occurred.

15.6 Definitions

- (a) Terms used in this clause 15 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.
- (b) In this clause 15, a reference to a payment includes any payment of money and any form of consideration other than payment of money.
- (c) In this Agreement, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause 15, exclusive of GST.

16 Dispute Resolution

16.1 *Resolution of disputes between parties*

If a dispute arises between the parties, a party may give notice to the other party specifying, in reasonable detail, the nature of the dispute. During the 21 day period following the service of that notice (or such longer period as the parties may agree) the parties must use their reasonable endeavours to resolve the dispute.

16.2 *Reference to Independent Expert*

If the parties are unable to resolve a dispute within the time period allowed by clause 16.1, then either party may serve a notice requiring the dispute be referred to an Independent Expert. The parties must endeavour to agree upon an Independent Expert within 21 days of the service of the notice. If the parties are unable to agree upon an Independent Expert within this time period, then either party may ask the President of the Resolution Institute of to appoint a suitably qualified person as the Independent Expert. Immediately upon the appointment of the Independent Expert the dispute will be referred to the Independent Expert.

16.3 *Qualifications of Independent Expert*

An Independent Expert must not (unless otherwise agreed):

- (a) be an officer or employee, or former officer or employee, of a party or a Related Body Corporate of a party; nor
- (b) at the time of appointment, have any financial relationship or other direct or indirect association with a party which might jeopardise the Independent Expert's impartiality.

16.4 *Presentation of evidence*

Each party:

- (a) will be entitled to produce to the Independent Expert any materials or evidence which that party believes is relevant to the dispute;
- (b) will make available to the Independent Expert all materials requested by him or her and all other materials which are relevant to his or her determination; and
- (c) may be represented by a legal representative (or any other person nominated by the party) before the Independent Expert.

16.5 *Role of Independent Expert*

The Independent Expert will:

- (a) act as an expert and not as an arbitrator;
- (b) not be bound by the rules of evidence; and
- (c) have the power to inform himself or herself independently as to the facts to which the dispute relates and to take such measures as he or she thinks fit to expedite the determination of the dispute.

16.6 Determination

The Independent Expert will make a determination on the dispute and will determine what, if any, adjustments may be necessary between the parties. The determination of the Independent Expert will be, in the absence of manifest error, final and binding upon the parties.

16.7 Costs

The costs of the Independent Expert will be dealt with as follows:

- (a) unless the parties otherwise agree, the Independent Expert will determine which party will bear the costs of the determination (including, without limitation, the remuneration of the Independent Expert), and in what proportion, having regard to the degree to which he or she considers that party was at fault or unreasonable in failing to agree to the matter under reference, and that party will bear those costs accordingly; and
- (b) the parties will bear their own costs incurred in the preparation and presentation of any submission or evidence to the Independent Expert.

16.8 Obligations not affected

During the period of any resolution of a Dispute in accordance with this clause 16, the parties must continue to perform their obligations under this Agreement.

16.9 Equitable Relief

Nothing in this clause 16 will prevent a party from seeking equitable relief from a court.

16.10 Survival

This clause 16 survives the termination or expiration of this Agreement.

17 Costs and Stamp Duty**17.1 Costs**

Subject to this Agreement, each party will pay its own costs in connection with the preparation, negotiation, execution, delivery, and performance of this Agreement.

17.2 Stamp Duty

The Interconnecting Party will pay all stamp duty chargeable on or in relation to this Agreement under the laws of any jurisdiction.

17.3 Survival

This clause 17 will survive the termination or expiration of this Agreement.

18 Notices

18.1 *How to give notices*

Any notice or other communication of a party contemplated by this Agreement (including any agreement, request, demand, direction, consent, waiver or approval) must be:

- (a) in writing in English, legible and signed by the party or its agent; and
- (b) sent by express or registered post (with delivery confirmation) or email, or delivered, to the recipient, attention the recipient's contact, in each case using the relevant details set out in the Parties section of this Agreement or any new details later notified by the recipient.

If a party sends a communication contemplated by this Agreement other than by email, it must use all reasonable endeavours to send a copy of the communication promptly by email.

18.2 *Time of receipt*

A communication contemplated by this Agreement is taken to be received:

- (a) if hand-delivered, at the time of delivery;
- (b) if sent by express or registered post (with delivery confirmation), on the last day of the delivery period published by the relevant postal authority for delivery by that method to the recipient's location; and
- (c) if sent by email, the earlier of:
 - (i) when the sender receives a delivery confirmation report that records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient's email address, or the sender knows or reasonably ought to know that the email was not delivered to the recipient's email address or the recipient could not open the communication due to its format);
 - (ii) the time the email becomes capable of being retrieved by the recipient's email address; and
 - (iii) the time it is otherwise established that the email (including any attachment) came to the attention of the recipient.

If due to this clause 18.2 a communication would be taken to be received on a day that is not, or after 5:00pm on, a business day in the place of receipt, the communication is taken to have been received at 9:00am on the first business day in the place of receipt after that day. The place of receipt of an email is the address of the recipient contemplated by clause 18.1(b).

19 Miscellaneous

19.1 *Joint and Several Liability*

If a party comprises two or more persons, the rights and obligations of the party under this Agreement are the joint and several rights and obligations of those persons.

19.2 *Representations*

Each party represents to the other that it does not enter into this Agreement:

- (a) as trustee of any trust; or
- (b) as agent of any person.

19.3 No waiver

A party's failure or delay to exercise a power or right is not a waiver of that right, and the exercise of a power or right does not preclude the future exercise of that or any other power or right.

19.4 Entire agreement

This Agreement is the entire agreement between the parties as to its subject matter. It supersedes all prior agreements, representations, conduct and understandings.

19.5 Amendments

No amendment of, nor addition to, this Agreement is binding unless it is in writing and executed by the parties to this Agreement.

19.6 Law

The law of this Agreement is the State of Victoria, and the parties submit to the exclusive jurisdiction of the courts of Victoria.

19.7 Further acts

The parties will do all things and execute all documents required to permit or facilitate the performance of the transactions contemplated by this Agreement.

19.8 Indemnities

Each indemnity in this Agreement is a continuing indemnity which will survive the termination or expiration of this Agreement. It is not necessary to incur a loss, cost, expense or damage before enforcing any indemnity.

19.9 Counterparts

This Agreement may be executed in counterparts, which when taken together are one instrument.

Execution

EXECUTED as an agreement

Executed by Gas Networks Victoria Pty Ltd
by its duly appointed officer in the presence of:

Witness signature

Officer signature

Witness full name
(BLOCK LETTERS)

Officer full name and title
(BLOCK LETTERS)

Executed by [Interconnecting Party] in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

Schedule 1 – Contract Particulars

Variable	Value
Facility	
GNV Liability Cap	
Interconnecting Party Liability Cap	
Security Amount	
Insurances	

Schedule 2– Interconnecting Party Works

1 Technical Specifications

1.1 Nominal flow capacity at Connection Point

Minimum		Maximum	
TJ/day	Std m ³ /hr	TJ/day	Std m ³ /hr

1.2 Pressure at Connection Point

Minimum	Maximum
[*****] kPag	[*****] kPag

1.3 Delivery Temperature at Connection Point

Minimum	Maximum
[**] °C	[**] °C

1.4 Odourisation at Connection Point

[*****]

1.5 Safety

The Facility and the Other Works must be safe to connect to the Network at the Connection Point, and to allow the injection of Gas from the Facility into the Network, without:

- (a) any threat to public safety or the death of or injury to any person;
- (b) any threat of damage to the Network or any other property; or
- (c) any threat to the operational integrity of the Network or the safe and reliable supply of gas to end users.

1.6 Other Specifications (if any)

[*****]

2 Performance Criteria

Schedule 3 – Fees

Schedule 4 – Metering

Gas Networks Victoria Pty Ltd

[Interconnecting Party]

Works Agreement – Interconnection

Contents

1	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation	6
2	Commencement and Term	7
2.1	Conditions	7
2.2	Responsibility for Satisfying	7
2.3	Benefit of Conditions	8
2.4	Effect of Satisfaction or Waiver	8
2.5	Notification	8
2.6	Termination	8
3	Overview	8
3.1	Interconnecting Party's Works	8
3.2	GNV Works	9
3.3	Asset Ownership	9
4	Interconnecting Party's Facility and Other Works – General Matters	9
4.1	WUC	9
4.2	Performance Criteria	9
4.3	Supply of all Matters Required to WUC	9
4.4	Variations	9
4.5	Program of Works	10
4.6	No Reliance	10
5	Design	10
5.1	Standards of Documents	10
5.2	Approval of Design Documents	10
5.3	Works to be in accordance with Design Documents	11
6	Construction	11
6.1	Commencement of Construction	11
6.2	Information	11
7	Inspection and Testing	12
7.1	Inspection	12
7.2	Tests	12
8	Commissioning	12
8.1	Commissioning Plan	12
8.2	Commissioning Procedure	13
8.3	Gas Quality	13
9	Completion	13
9.1	Notification of Impending Completion	13
9.2	Request to issue Certificate of Completion	14
10	Security	14
10.1	Provision of Security	14
10.2	Purpose of Security	15
10.3	Recourse to Security	15
10.4	No Injunction	15
10.5	Replacement of Security	15

10.6	Release of Security	16
11	Safety	16
11.1	Health and Safety Plan	16
11.2	Compliance with Safety Laws	17
11.3	Risk Assessment	17
11.4	Control	17
12	GNV Works	17
12.1	GNV Works	17
12.2	Co-ordination of Works	18
12.3	Completion of GNV Works	18
12.4	Delays	18
13	Connection Costs	19
13.1	Connection Fee	19
13.2	Payment	19
14	Termination	19
14.1	Termination – No Connection	19
14.2	Termination by GNV for Interconnecting Party default	19
14.3	Termination by Interconnecting Party for GNV default	20
14.4	Effect of Termination	20
14.5	Termination Payment	20
14.6	Survival	20
15	Force Majeure	20
15.1	Party Excused	20
15.2	Obligations	20
15.3	Rights of Other Party	21
16	Liability	21
16.1	GNV Liability Cap	21
16.2	Interconnecting Party Liability Cap	21
16.3	Consequential Loss Exclusion	22
16.4	Australian Consumer Law	22
17	Insurance	23
17.1	Interconnecting Party Insurance	23
17.2	Insurance does not limit contractual responsibilities	23
17.3	No act or omission that may prejudice insurance	23
17.4	Interconnecting Party's failure to insure	23
17.5	Notification	24
17.6	GNV Insurance Required	24
18	Assignments and Transfers	24
18.1	GNV Assignment	24
18.2	Interconnecting Party Dealings	25
18.3	Assignment as Security	25
19	Confidentiality	26
19.1	Confidential Information	26
19.2	Permitted disclosure	26
19.3	Survival	27
20	GST	27

20.1	GST Gross-Up	27
20.2	GST Invoice	27
20.3	Payment	27
20.4	Reimbursements	27
20.5	Adjustments	27
20.6	Definitions	27
21	Dispute Resolution	28
21.1	Resolution of disputes between parties	28
21.2	Reference to Independent Expert	28
21.3	Qualifications of Independent Expert	28
21.4	Presentation of evidence	28
21.5	Role of Independent Expert	28
21.6	Determination	29
21.7	Costs	29
21.8	Obligations not affected	29
21.9	Equitable Relief	29
21.10	Survival	29
22	Costs and Stamp Duty	29
22.1	Costs	29
22.2	Stamp Duty	29
22.3	Survival	29
23	Notices	30
23.1	How to give notices	30
23.2	Time of receipt	30
24	Miscellaneous	30
24.1	Joint and Several Liability	30
24.2	Representations	30
24.3	No waiver	31
24.4	Entire agreement	31
24.5	Amendments	31
24.6	Law	31
24.7	Further acts	31
24.8	Counterparts	31
Execution		32
Schedule 1 – Contract Particulars		33
Schedule 2 – Interconnecting Party Works		34
Schedule 3 – The GNV Works		38
Schedule 4 – Connection Fee		39
Schedule 5 – Specification		40

Works Agreement – Interconnection

Date

Parties

1 Gas Networks Victoria Pty Ltd (ABN 69 163 231 696) (GNV)

Address: 5 Kiln Court St Leonards Tasmania 7520

Email:

Contact:

2 [Interconnecting Party] (ABN [*** ***) (Interconnecting Party)**

Address: [*****]

Email: [*****]

Contact: [*****]

Recitals

A GNV owns and operates a Gas Distribution System in Victoria (**Network**).

B The Interconnecting Party wishes to connect a proposed distribution connected facility to the Network.

C This Agreement sets out the terms upon which the parties will undertake the works to enable that connection.

Operative part

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears from the context:

Acceptable Security Provider means a financial institution:

- (a) holding a current licence issued by the Australian Prudential Regulation Authority; and
- (b) that has a Credit Rating of at least A- (Standard & Poor's) or A3 (Moody's Investor Service).

Agreement means the contract constituted by this document.

Australian Standards means the standards published by Standards Australia.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Certificate of Completion means a certificate issued by GNV providing that it appears to GNV that Completion has been achieved.

Commencement Date means the date upon which the Conditions have been satisfied or waived.

Commissioning Plan means a plan for commissioning the Interconnecting Party Works and GNV Works and dealing with the matters set out in clause 8.1(b).

Completion means that stage in the execution of the WUC when:

- (a) the Interconnecting Party Works are complete in accordance with this Agreement;
- (b) all tests and inspections required by this Agreement as a condition to Completion, or by Law as a condition to the Facility being able to operate, have been carried out and passed;
- (c) all Authorisations required for the use, operation and maintenance of the Interconnecting Party Works have been obtained and provided to GNV; and
- (d) all documentation required to be provided to GNV as a condition to Completion has been provided to GNV and, where required by this Agreement, approved by GNV (which approval will not be unreasonably withheld or delayed).

Conditions is defined in clause 2.1(b).

Connection Point means the point of connection between the Facility and the Network, at which gas produced by the Facility is able to pass from the Facility into the Network.

Consequential Loss means each of the following forms of loss:

- (a) consequential loss;
- (b) special loss;
- (c) indirect loss;
- (d) loss of revenue;
- (e) loss of profit;
- (f) loss of use;
- (g) loss of opportunity; or
- (h) loss of contract (other than this contract).

Contract Particulars means the particulars set out in Schedule 1.

Controller has the meaning set out in section 9 of the Corporations Act and, for the avoidance of doubt, includes a person or persons (jointly or jointly and severally) appointed under or pursuant to any charge as a receiver or receiver and manager or as an attorney for the chargee or as the chargee's agent.

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

Credit Rating means, in respect of an entity, the published rating then assigned by a ratings agency referred to in the definition of Acceptable Security Provider to the unsecured, senior long term debt obligations of the entity.

Design Documents means the documents showing the design of the Interconnecting Party Works, as described in the Specification.

Facility is defined in clause 3.1(a).

Force Majeure means any event or circumstance not within the reasonable control of a party, and which by the exercise of reasonable care that party is not able to prevent or overcome, including (without limitation) the following events to the extent they are not within the reasonable control of the relevant party:

- (a) an act of God, landslide, earthquake, flood, wash-out, lightning, storm and the elements;
- (b) strike, lock-out, ban or other industrial disturbance;
- (c) act of the enemy, war, blockade or insurrection, riot or civil disturbance;
- (d) fire or explosion including radio-active and toxic explosion;
- (e) epidemic or quarantine; and
- (f) order of any court or the order, act or omission or failure to act of any Government Agency or failure to obtain any necessary consent or approval of a Government Agency.

Gas Specification means [].

Good industry practice mean the practices, methods and acts that would reasonably be expected from experienced and competent persons engaged in the gas industry in Australia, acting with all due skill, diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced professional engineers and operators engaged in the same type of activities under the same or similar circumstances and conditions. It includes (but without limitation) complying with:

- (a) applicable Laws and Australian Standards relevant to that activity;
- (b) manufacturer's instructions and operating manuals;
- (c) good gas industry and engineering practice current from time to time.

Goods means anything which at common law constitutes a good and includes plant, equipment, machinery and materials.

Government Agency means any government department or any statutory, public, municipal, local or other authority charged with the responsibility for administering any relevant legislation, regulation, ordinance or by-law.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999*.

Insolvency Event means any of the following events or circumstances occurring in relation to a person:

- (a) a receiver, manager, receiver and manager, trustee, administrator, Controller or similar officer is appointed in respect of the person or any asset of the person;
- (b) a liquidator or provisional liquidator is appointed in respect of the person;

- (c) any application (not being an application withdrawn or dismissed within 15 Business Days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing an official referred to in paragraph (a) or (b);
 - (ii) winding up of the person; or
 - (iii) proposing or implementing a scheme of arrangement in respect of the person (other than as part of a solvent reconstruction, amalgamation, merger or consolidation);
- (d) a moratorium of any debts of the person or any official assignment or a composition or an arrangement (formal or informal) with the person's creditors or any similar proceeding or arrangement by which the assets of the person are subjected conditionally or unconditionally to the control of the person's creditors is ordered, declared or agreed to, or is applied for and the application is not withdrawn or dismissed within 15 Business Days (unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation);
- (e) the person takes any step to obtain protection, or is granted protection, from its creditors under any applicable Law;
- (f) the person becomes, admits in writing that it is, is declared or is deemed under any applicable Law to be, insolvent or unable to pay its debts;
- (g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of the person which is material in the context of this Agreement (and which is not withdrawn or dismissed within 10 Business Days); or
- (h) any act is done or event occurs which under the Laws from time to time of a country other than Australia has an analogous or similar effect to any of the events in paragraphs (a) – (g),

but does not include any action taken by or on behalf of GNV's financiers in accordance with the documents regulating the financial accommodation granted by those financiers to GNV or any of its Related Bodies Corporate.

Interconnecting Party Liability Cap means the amount described as such in the Contract Particulars.

Interconnecting Party's Personnel means any of the Interconnecting Party's:

- (a) employees, agents or representatives;
- (b) Subcontractors; and
- (c) employees, agents or representatives of, or contractors to, Subcontractors,

involved in the performance of the WUC or otherwise involved in the discharge of the Interconnecting Party's obligations under this Agreement.

Interconnecting Party's Staff means those Interconnecting Party's Personnel who are natural persons.

Interconnecting Party Works means the Facility and the Other Works (including where applicable in a partly constructed state).

Laws means:

- (a) the common law;
- (b) all Acts of Victoria or the Commonwealth;
- (c) all regulations, codes, ordinances, local laws, by-laws, legislative instruments, orders, judgments, licences, rules, and permits; and
- (d) legally binding requirements of all Government Agencies.

Operating Phase Agreement means the agreement which will regulate the ongoing basis upon which the Facility may remain connected to the Network.

Other Works is defined in clause 3.1(b).

Program of Works means a program for the undertaking of the WUC, including key milestones to be achieved.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Security means an unconditional and irrevocable undertaking which complies with the Security Requirements for an amount equal to the Security Amount.

Security Amount is specified in the Contract Particulars.

Security Invalidation Event means one of the following:

- (a) the issuer of a Security ceases to have an Acceptable Credit Rating;
- (b) the issuer of a Security is subject to an Insolvency Event;
- (c) the issuer of a Security repudiates its obligations under the Security;
- (d) the issuer of a Security claims that the Security is no longer valid, binding or enforceable; or
- (e) for any other reason a Security ceases to be valid, binding or enforceable.

Security Requirements means that a security is an unconditional and irrevocable undertaking to pay on demand which:

- (a) is for the Security Amount;
- (b) is issued by an issuer who is an Acceptable Security Provider;
- (c) specifies a location within Hobart Tasmania where demand may be given and where payment will be made by the issuer on receipt of the demand; and
- (d) is in a form acceptable to GNV (acting reasonably).

Specification means the specification, if any, attached to this Agreement as Schedule 5.

Subcontractor means anyone, other than an employee of the Interconnecting Party, with whom the Interconnecting Party enters into a contract under which that person will perform a part of the activities involved in undertaking the WUC.

Sunset Date means the date described as such in the Contract Particulars.

Termination Payment means the payment set out in, or determined in accordance with, Schedule 4.

GNV Liability Cap means the amount described as such in the Contract Particulars.

WUC or **Work under the Contract** means the design, installation, construction, procurement and commissioning of the Interconnecting Party Works.

1.2 **Interpretation**

In this Agreement, unless a contrary intention appears:

- (a) words or expressions importing the singular include the plural and vice versa and words or expressions importing a gender include the other gender;
- (b) words or expressions denoting individuals include corporations, firms, unincorporated bodies, partnerships, joint ventures, government authorities and instrumentalities;
- (c) a reference to a party includes that party's successors and permitted assigns;
- (d) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (e) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Agreement;
- (f) a provision of this Agreement will not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (g) a reference to this Agreement or another agreement includes that agreement as amended, varied, novated, supplemented or replaced from time to time;
- (h) a reference to legislation or a provision of legislation includes:
 - (i) all regulations, orders or instruments issued under the legislation or provision; and
 - (ii) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (i) any schedule or annexure forms part of this Agreement and has effect as if set out in full in the body of this Agreement;
- (j) a reference to **dollars** or **\$** is a reference to Australian dollars;
- (k) a reference to time is to the time in Victoria;

- (l) references to **day, month, quarter** and **year** mean a calendar day, month, quarter and year respectively;
- (m) references to **include** and **including** are to be construed without limitation;
- (n) all numerical information used and calculations made under this Agreement will be, as far as practicable, to an accuracy of 4 decimal places, or such greater accuracy as may be necessary to ensure that financial calculations are correct to the nearest cent;
- (o) all references to units of measurement are references to the units of measurement defined in or for the purposes of the *National Measurement Act 1960* (Cth);
- (p) a period of time:
 - (i) expressed to commence before or after a given day, or before or after the day of an act or event, is to be calculated exclusive of that day; and
 - (ii) a period of time expressed to commence on a given day, or on the day of an act or event, is to be calculated inclusive of that day.

2 Commencement and Term

2.1 Conditions

- (a) The commencement of this Agreement, other than clauses 1, 16, 18, 19, 20, 21, 22, 23, 24 and this clause 2, which clauses commence upon the execution of this Agreement, is subject to, and this Agreement does not become binding unless and until, the satisfaction or waiver of the Conditions.
- (b) The Conditions are:
 - (i) execution of the Operating Phase Agreement;
 - (ii) GNV has acquired, on terms acceptable to GNV acting reasonably, [*insert description of leases/easements to be acquired by GNV*];
 - (iii) GNV has acquired, on terms acceptable to GNV acting reasonably, all Authorisations to undertake the GNV Works;
 - (iv) [*other Conditions to be inserted on case by case basis, including Conditions for the benefit of the Interconnecting Party*]

2.2 Responsibility for Satisfying

- (a) Each party must use reasonable endeavours to procure the satisfaction of the Conditions referred to in clause [] as soon as is reasonably practicable after the execution of this Agreement.
- (b) GNV must use reasonable endeavours to procure the satisfaction of the Conditions referred to in clause [] as soon as is reasonably practicable after the execution of this Agreement provided that nothing in this clause 2.2(b) requires GNV to agree to terms of an Authorisation, lease or easement if those terms are not acceptable to GNV acting reasonably.

- (c) The Interconnecting Party must use reasonable endeavours to procure the satisfaction of the Conditions referred to in clause [] as soon as is reasonably practicable after the execution of this Agreement.
- (d) Each party must provide the other party with such assistance as the other party may reasonably require to enable that other party to satisfy any Condition it is responsible for satisfying.
- (e) In determining whether the terms of an Authorisation, lease or easement are reasonably acceptable to it, GNV may have regard, without limitation, to the terms upon which it ordinarily obtains such an Authorisation, lease or easement.

2.3 Benefit of Conditions

- (a) The Conditions, except for the Conditions referred to in clause 2.3(b) and the Conditions in clause 2.3(c), are for the benefit of both parties and may only be waived by agreement of the parties in writing.
- (b) The Conditions in clause 2.1(b)(ii), clause 2.1(b)(iii) and clause [] are for the benefit of GNV and may only be waived by GNV.
- (c) The Condition[s] in clause [] is/are for the benefit of the Interconnecting Party and may only be waived by the Interconnecting Party.

2.4 Effect of Satisfaction or Waiver

This Agreement becomes unconditional upon the satisfaction or waiver of all of the Conditions.

2.5 Notification

- (a) Each party must provide to the other such information as it reasonably requests in relation to the progress in satisfying the Conditions.
- (b) A party must, as soon as reasonably practicable after a Condition has been satisfied, notify the other party of that fact.
- (c) A party must, as soon as reasonably practicable, notify the other party if it forms the view that a Condition is unlikely to be satisfied.

2.6 Termination

- (a) If the Conditions are not satisfied or waived by [] then either party may serve a notice under this clause 2.6(a). Unless the Conditions are satisfied or waived within 14 days of the service of that notice this Agreement will terminate upon the expiration of 14 days from the service of that notice.
- (b) Termination of this Agreement under this clause 2.6 is without prejudice to the accrued rights and obligations of the parties under this Agreement.
- (c) If this Agreement terminates under this clause 2.6 then the Interconnecting Party must pay GNV, as reimbursement of GNV's costs in seeking to satisfy the Conditions and otherwise undertaking activities associated with the negotiation and development of this Agreement, [].

3 Overview

3.1 Interconnecting Party's Works

The Interconnecting Party must, at its cost, design, construct and install:

- (a) the proposed distribution connected facility described in Schedule 2 (**Facility**); and
 - (b) the other works (if any) described in Schedule 2 (**Other Works**),
- in accordance with this Agreement.

3.2 GNV Works

GNV agrees to construct and install the works (if any) described in Schedule 3 (**GNV Works**) in accordance with, and subject to, the terms of this Agreement.

3.3 Asset Ownership

As between GNV and the Interconnecting Party:

- (a) GNV will own the Network and the GNV Works; and
- (b) the Interconnecting Party will own the Facility and the Other Works [Ownership of Other Works to be determined based on design parameters].

4 Interconnecting Party's Facility and Other Works – General Matters

4.1 WUC

The Interconnecting Party must undertake the WUC in accordance with:

- (a) the specifications set out in Schedule 2;
- (b) the scope of work set out in Schedule 2;
- (c) the Specification;
- (d) all applicable Laws and Authorisations relating to the Interconnecting Party Works; and
- (e) the requirements of this Agreement.

4.2 Performance Criteria

The Interconnecting Party must ensure that the Facility and Other Works, once constructed and commissioned, meet the performance criteria and specifications set out in Schedule 2.

4.3 Supply of all Matters Required to WUC

The Interconnecting Party must supply everything necessary for the proper performance of the WUC irrespective of whether or not the thing is expressly referred to in the Specification.

4.4 Variations

The Interconnecting Party must not make any material variations to:

- (a) any documentation that has been approved by GNV; or
- (b) the Facility or the Other Works

(whether before or after completion of the Facility or the Other Works):

- (c) without the consent of GNV (which consent may not be unreasonably withheld or delayed); or

- (d) in any event, in a manner that would cause the Facility or Other Works to fail to comply with the requirements of this Agreement (including the specifications and performance criteria set out in Schedule 2).

4.5 Program of Works

The Interconnecting Party must use its reasonable endeavours to complete the Interconnecting Party Works in accordance with the Program of Works and otherwise in an expeditious manner. Whenever the progress of the Interconnecting Party's Works departs from the current Program of Works, the Interconnecting Party must provide GNV with an updated Program of Works that accurately reflects the progress of the Interconnecting Party Works and the expected completion date.

4.6 No Reliance

Whenever GNV reviews any document provided to it by the Interconnecting Party under this Agreement, GNV's review is undertaken for its own purposes and having regard to its own interests. GNV does not accept any responsibility, or assume any liability, to the Interconnecting Party in relation to any of those documents, such as to review them for errors, omissions or compliance with this Agreement. The Interconnecting Party agrees not to rely on GNV's review or any comment, approval or rejection in relation to any document. No review, comment, approval or rejection (or failure to review, comment, approve or reject) will relieve the Interconnecting Party from its obligations or responsibilities or prejudice GNV's rights against the Interconnecting Party.

5 Design

5.1 Standards of Documents

The Interconnecting Party must develop the Design Documents and ensure that the Design Documents:

- (a) are prepared in accordance with Good Industry Practice;
- (b) have all drawings and calculations in them checked for accuracy by an appropriately qualified engineer and are appropriately endorsed and dated;
- (c) are sufficiently clear to enable the work described in those Design Documents to be carried out in the manner contemplated by those Design Documents;
- (d) do not contain inconsistencies or ambiguities; and
- (e) are developed such that the work referred to in them may be carried out in accordance with all applicable Laws, Australian Standards and the requirements of this Agreement.

5.2 Approval of Design Documents

- (a) The Interconnecting Party must submit to GNV for approval each Design Document which the Specification provides requires the approval of GNV and any other Design Document nominated by GNV from time to time. Design Documents must be submitted for approval at the time set out in the Specification. If there is no time set out in the Specification, Design Documents must be submitted for approval at the time directed by GNV acting reasonably.

- (b) One copy of each Design Document is to be submitted, unless the Specification or GNV specifies that a different number of Design Documents is to be submitted. Design Documents must be provided in electronic and/or hard copy, and in a format, as requested by GNV.
- (c) GNV will either approve a Design Document or notify the Interconnecting Party of the changes required to it for the purposes of ensuring the Design Document's appropriateness and consistency with the requirements of this Agreement and the requirements of the Network.
- (d) Where the Interconnecting Party receives a notice to amend a Design Document it must so amend the Document and resubmit it to GNV for approval.
- (e) No approval of a Design Document, or direction to amend a Design Document, relieves the Interconnecting Party of its obligations under this Agreement.

5.3 Works to be in accordance with Design Documents

- (a) The Interconnecting Party must undertake the WUC in accordance with the approved Design Documents.
- (b) The Design Documents are supplementary to the Specification and, in the case of any discrepancy between such a Design Document and the Specification, the Specification will take precedence unless and to the extent otherwise directed by GNV.

6 Construction

6.1 Commencement of Construction

The Interconnecting Party must not commence construction of the Interconnecting Party Works unless and until:

- (a) any Security required by clause 10 has been provided to GNV;
- (b) it has provided GNV with a draft Program of Works and GNV has approved that Program of Works (which approval will not be unreasonably withheld);
- (c) any Design Documents required to be approved under clause 5.2 have been approved; and
- (d) it has provided to GNV any other document required by the Specification or Schedule 2 as a condition to commencement of construction (and where required by the Specification or Schedule 2 that document has been approved by GNV (which approval will not be unreasonably withheld).

6.2 Information

The Interconnecting Party must provide GNV with whatever information GNV might reasonably require from the Interconnecting Party from time to time in relation to the WUC or the discharge of the Interconnecting Party's obligations under this Agreement within such reasonable time specified by GNV.

7 Inspection and Testing

7.1 Inspection

- (a) Such employees or other contractors of GNV as GNV may nominate for the purpose may have such access to the Interconnecting Party Works and the Goods used to undertake, or to form part of, the Interconnecting Party Works from time to time as reasonably required to:
 - (i) assess whether the Interconnecting Party is complying with this Agreement; and
 - (ii) enable GNV to exercise its rights under this Agreement.
- (b) The Interconnecting Party must provide all reasonable assistance to facilitate any such inspection.
- (c) GNV may direct that any part of the Interconnecting Party Works not be covered up or made inaccessible until such time as GNV has had an opportunity to inspect it or carry out tests in respect of it.

7.2 Tests

- (a) The Interconnecting Party must undertake such tests of the Interconnecting Party Works as set out in the Specification at the times set out in the Specification.
- (b) GNV may direct that such additional tests, to those referred to in clause 7.2(a), be conducted in respect of the Interconnecting Party Works (including where the Interconnecting Party Works are partially completed) as necessary to confirm that the Interconnecting Party Works comply with this Agreement.
- (c) The number and form of tests required by GNV must be reasonable having regard to the nature of the Interconnecting Party Works and any other relevant matters (including any previous deficiencies or defects identified in the Interconnecting Party Works) but nothing in this clause 7.2(c) relieves the Interconnecting Party of the obligation to carry out any test set out in the Specification.
- (d) Tests must be carried out in accordance with such reasonable directions given by GNV, including in respect of the timing of tests, who may attend tests, the notice to be given of tests and the procedures for documenting the results of test

8 Commissioning

8.1 Commissioning Plan

- (a) By the time specified in the Program of Works the Interconnecting Party must submit to GNV for approval a Commissioning Plan.
- (b) The Commissioning Plan will set out the steps required to efficiently and safely commission the Interconnecting Party Works, including all commissioning tests required, all documentation to be prepared to document the commissioning activities undertaken and results of tests and all Goods, services and labour required to

undertake the commissioning. The content of the Commissioning Plan will be determined having regard to the requirements of the Specification and Good Industry Practice and must include anything referred to in Schedule 2.

- (c) GNV will either approve the Commissioning Plan or notify the Interconnecting Party of the changes required to it to ensure the plan is appropriate for its purposes.
- (d) Where the Interconnecting Party receives a notice to amend the Commissioning Plan it must so amend the Commissioning Plan and resubmit it to GNV for approval in accordance with this clause 8.
- (e) No approval of the Commissioning Plan, or direction to amend the Commissioning Plan, relieves the Interconnecting Party of its obligations under this Agreement.

8.2 Commissioning Procedure

- (a) Each of GNV and the Interconnecting Party will comply with their obligations under the Commissioning Plan.
- (b) The Interconnecting Party will carry out the commissioning of the Interconnecting Party Works in accordance with the approved Commissioning Plan, the Specification and Good Industry Practice.
- (c) Such employees or other contractors as GNV may nominate for the purpose will be entitled to attend the commissioning of the Interconnecting Party Works, including review of the results of any commissioning tests. The Interconnecting Party must ensure that GNV is given sufficient notice of the time and date of commissioning and of each test to enable GNV's representatives to attend.
- (d) Where a commissioning test is not passed, then it must be repeated until such time as that commissioning test is passed.

8.3 Gas Quality

- (a) The Interconnecting Party must ensure any gas it delivers into the Network during testing or commissioning or otherwise complies with the Gas Specification.
- (b) The Interconnecting Party must indemnify and keep GNV indemnified against all losses, damages, costs and expenses suffered or incurred by GNV due to the Interconnecting Party's breach of clause 8.3(a).
- (c) The indemnity in clause 8.3(b) does not extend to losses, damages, costs and expenses GNV would have avoided had it complied with the common law duty to mitigate loss.

9 Completion

9.1 Notification of Impending Completion

The Interconnecting Party must give GNV not less than 10 Business Days' notice of the date upon which the Interconnecting Party anticipates Completion will be achieved.

9.2 *Request to issue Certificate of Completion*

- (a) Where the Interconnecting Party considers the Interconnecting Party Works have achieved Completion, the Interconnecting Party may request GNV to issue a Certificate of Completion. Such request must be accompanied by all necessary documentation to substantiate that Completion has been achieved and all documentation which Schedule 2 or the Specification provides is a condition to Completion.
- (b) On receipt of such a request, GNV will inspect the Interconnecting Party Works and either:
 - (i) issue a Certificate of Completion if it appears to GNV that the Interconnecting Party Works have achieved Completion; or
 - (ii) if GNV does not agree the Interconnecting Party Works have achieved Completion, notify the Interconnecting Party of the reasons why and setting out the defects and deficiencies in the Interconnecting Party Works required to be corrected by the Interconnecting Party or other pre-requisites to Completion not yet satisfied by the Interconnecting Party.
- (c) The Interconnecting Party must as soon as possible rectify any issues notified to it in accordance with this clause 9.2. Upon doing so, the Interconnecting Party may again request GNV to issue a Certificate of Completion and the procedures set out above will apply.
- (d) The issue of a Certificate of Completion does not limit any rights or remedies GNV may have against the Interconnecting Party because of a failure by the Interconnecting Party to undertake the WUC in accordance with the requirements of this Agreement and is not a certification that the Interconnecting Party Works meet the requirements of this Agreement.

10 **Security**

10.1 *Provision of Security*

- (a) Subject to clause 10.1(b), upon the Commencement Date, the Interconnecting Party must provide the Security to GNV.
- (b) The Interconnecting Party is not required to provide the Security during any period in which:
 - (i) it has an Acceptable Credit Rating; or
 - (ii) its obligations under this Agreement are guaranteed, on terms acceptable to GNV, by a party with an Acceptable Credit Rating; or
 - (iii) it has financial substance sufficient such that GNV is satisfied, acting reasonably, that it is able to satisfy its obligations under this Agreement.

10.2 Purpose of Security

The Security is to be provided and maintained by the Interconnecting Party for the purpose of ensuring the due and proper performance by the Interconnecting Party of all of its obligations under this Agreement, and to allocate to the Interconnecting Party the risk in respect of claimed entitlements of GNV under or in connection with this Agreement pending resolution of any claim or dispute in relation to such entitlement.

10.3 Recourse to Security

GNV is entitled to have recourse to the Security (including converting security into money) to recover:

- (a) any amounts due from the Interconnecting Party to GNV pursuant to this Agreement but unpaid;
- (b) any costs and expenses and losses and damages GNV in good faith claims it has incurred or suffered due to the Interconnecting Party's breach of this Agreement; and
- (c) any amounts paid or payable by GNV in respect of matters for which GNV in good faith claims the Interconnecting Party is liable or responsible pursuant to this Agreement.

10.4 No Injunction

- (a) The Interconnecting Party must not take any steps to injunct or otherwise restrain;
 - (i) the issuer of any Security from paying GNV under that Security;
 - (ii) GNV from taking any steps for the purposes of making a demand under any Security or receiving payment under any Security; or
 - (iii) GNV using the money received under any Security.
- (b) Each Security held or utilised by GNV in accordance with this clause 10 is not held by GNV as trustee and the Interconnecting Party will have no beneficial interest in any Security or the proceeds of any Security. GNV is not obliged to invest any proceeds or to account for any advantage derived from holding or retaining such proceeds or to hold such proceeds in a separate or particular account. Any interest earned on any Security or the proceeds of any Security will be to the benefit of GNV.

10.5 Replacement of Security

- (a) If GNV draws upon the Security then the Interconnecting Party must within 5 Business Days of the Security being drawn upon provide replacement Security to GNV, complying with the requirements of this Agreement, so that the total value of the Security held by GNV equals the Security Amount.
- (b) If a Security has an expiry date then the Interconnecting Party must ensure that no later than 15 Business Days prior to that expiry date the Security is replaced with a new Security (complying with the requirements of this Agreement) and with an expiry date at least 6 months after then the current date for Completion shown in the Works Program.

- (c) If a Security Invalidity Event occurs in respect of a Security, the Interconnecting Party must, within 5 Business Days of that event, provide replacement Security, complying with the requirements of this Agreement, so that GNV holds Security in the amount equal to the Security Amount.
- (d) If the Interconnecting Party fails to comply with clause 10.5(a), clause 10.5(b) or clause 10.5(c), GNV may make a demand on and convert to cash the entire amount of the existing Security at any time after the replacement Security is due to be provided and may hold such cash until such time as the Interconnecting Party provides replacement Security complying with the requirements of this Agreement. GNV may utilise the proceeds held by it to recover any amounts referred to in clause 10.3.

10.6 Release of Security

- (a) Within 7 Business Days of the later of Completion and the receipt of all payments due to GNV under this Agreement, GNV will release to the Interconnecting Party any Security held by GNV.
- (b) However before releasing any Security GNV may have recourse to any amounts of the Security to which it is entitled to have recourse. Where GNV is contemplating as at time it would otherwise be required to return Security having recourse to that Security then, subject to it notifying the Interconnecting Party of this fact, it may hold the Security for the lesser of a further 30 days and the date GNV determines it will not have recourse to the Security.

11 Safety

11.1 Health and Safety Plan

- (a) The Interconnecting Party must prepare a "Health and Safety Management Plan" setting out the procedures which the Interconnecting Party will adopt to discharge its obligations under this Agreement and under applicable Laws in relation to occupational health and safety and submit that Health and Safety Management Plan to GNV within 5 Business Days of the Commencement Date.
- (b) Without limiting the matters to be dealt with in the Health and Safety Management Plan, the plan must outline how the Interconnecting Party will deal with Interconnecting Party's Staff who fail to comply with health and safety requirements.
- (c) GNV will either approve the Health and Safety Management Plan or notify the Interconnecting Party of the changes required to it to ensure the plan is appropriate for its purposes.
- (d) Where the Interconnecting Party receives a notice to amend the Health and Safety Management Plan it must so amend the Health and Safety Management Plan and resubmit it to GNV for approval.
- (e) No approval of the Health and Safety Management Plan, or direction to amend the Health and Safety Management Plan, relieves the Interconnecting Party of its obligations under this Agreement.

11.2 Compliance with Safety Laws

The Interconnecting Party must:

- (a) comply, and ensure the Subcontractors and Interconnecting Party's Staff comply, with all applicable Laws relating to occupational health and safety; and
- (b) comply, and ensure the Subcontractors and Interconnecting Party's Staff comply, with Good Industry Practice in so far as relevant to occupational health and safety matters.

11.3 Risk Assessment

The Interconnecting Party must, in accordance with Law and Good Industry Practice, establish and put in place appropriate risk management plans in relation to occupational health, safety and environmental risks to ensure that:

- (a) all health, safety and environmental risks associated with the undertaking of the WUC are identified;
- (b) appropriate procedures are developed to manage those risks so that they do not cause any injury, harm to health or harm to the environment;
- (c) the Interconnecting Party's Staff are trained in those procedures and the Interconnecting Party's safety obligations under this Agreement as required to ensure the Interconnecting Party's Staff comply with those procedures.

11.4 Control

For the purposes of, and to the extent permitted by, applicable Laws in relation to occupational health and safety, the Interconnecting Party's Staff are to be treated as under the control and direction of the Interconnecting Party and the Interconnecting Party will be responsible for complying at all times with the provisions of all applicable occupational health and safety Laws relating to the Interconnecting Party's Staff.

12 GNV Works

12.1 GNV Works

GNV must design, construct, install, complete, test and commission the GNV Works in accordance with:

- (a) all applicable Laws
- (b) Good Industry Practice; and
- (c) any other requirements of this Agreement.

12.2 **Co-ordination of Works**

GNV and the Interconnecting Party must liaise with one another in relation to their respective works under this Agreement including in relation to:

- (a) design and engineering of their respective works and the interfaces between their respective works; and
- (b) co-ordinating and scheduling the construction, testing and commissioning of their respective works.

12.3 **Completion of GNV Works**

Without limiting clause 12.4, GNV will use its reasonable endeavours to complete the GNV Works by the later of:

- (a) the proposed date for completion of the Interconnecting Party Works (as shown in the original Program of Works approved by GNV pursuant to this Agreement);
- (b) any proposed date for completion of the Interconnecting Party Works (as shown in any updated Program of Works approved by GNV pursuant to this Agreement);
- (c) the date on which the Interconnecting Party Works are progressed to the point where they are ready for commissioning; and
- (d) the proposed completion date for the GNV Works shown in Schedule 3,

whichever is later.

12.4 **Delays**

- (a) The undertaking of the GNV Works may (without limitation) be delayed by the following matters and GNV is not liable for any delay caused by such matters:
 - (i) the Interconnecting Party's failure to comply with the Agreement;
 - (ii) events beyond GNV's reasonable control (that is, an event of Force Majeure);
 - (iii) delays caused by any suppliers of goods or services to GNV (but excluding any delay caused by GNV's failure to act in accordance with Good Industry Practice);
 - (iv) if emergencies or other events adversely impact the Network and, as a prudent distributor, GNV diverts resources to address those events (but excluding an emergency or event caused by GNV's failure to act in accordance with Good Industry Practice);
 - (v) delays caused by third parties including Government Agencies or operators of other infrastructure (for example roads or telecommunications infrastructure) but excluding any delays caused by GNV's failure to act in accordance with Good Industry Practice; or
 - (vi) any health and safety incident or issue, which GNV considers (having regard to safety laws) requires a suspension to the GNV Works or which otherwise delays the GNV Works, but excluding any health and safety incident or issue caused by GNV's failure to act in accordance with Good Industry Practice.

- (b) In the case of delays referred to in clause 12.4(a)(ii) to 12.4(a)(vi), GNV will take reasonable steps to overcome the delay but is not required to apply additional resources to the GNV Works than those which were planned to be applied prior to the delay. Further GNV has no obligation to undertake work outside the hours of 6.00am to 6.00pm on Business Days to overcome or mitigate the extent of any delay which has occurred.
- (c) The date by which GNV must complete the GNV Works will be extended by GNV as reasonably required to reflect the delay caused to GNV by the events and circumstances in clause 12.4(a). GNV will notify the Interconnecting Party of any extension to that date due to events and circumstances in clause 12.4(a) once GNV, acting reasonably, has been able to determine the period of that extension.

13 Connection Costs

13.1 Connection Fee

The amount of the fee payable by the Interconnecting Party to GNV as consideration for GNV's performance of its obligations under this Agreement (**Connection Fee**) will be determined in accordance with Part 1 of Schedule 4.

13.2 Payment

The Connection Fee must be paid at the times and in the manner determined in accordance with Part 2 of Schedule 4.

14 Termination

14.1 Termination – No Connection

If the Interconnecting Party Work has not achieved Completion by the Sunset Date (or such later date as the parties may agree, with each party acting reasonably), then either party may give notice to the other that it wishes to terminate this Agreement if the Interconnecting Party Work is not completed by the date specified in that notice (which must be at least one month after the date of the notice). In this case, this Agreement will terminate if the Interconnecting Party Work has not been completed by the date specified in the notice (or such later date as the parties may agree).

14.2 Termination by GNV for Interconnecting Party default

GNV may by notice to the Interconnecting Party terminate this Agreement with immediate effect if:

- (a) the Interconnecting Party has failed to pay an amount due to GNV by the due date for payment of that amount and has not remedied that failure within 10 Business Days of notice from GNV;
- (b) the Interconnecting Party is required to provide Security, but Security which complies with this Agreement is not in force and the Interconnecting Party has not remedied that failure within 10 Business Days of notice from GNV;
- (c) (to the extent permitted by Law), an Insolvency Event occurs in respect of the Interconnecting Party;
- (d) the Interconnecting Party grants any ownership interest in the Interconnecting Party Works to a person (other than as permitted by clause 18); or

- (e) the Interconnecting Party has committed any other breach of this Agreement and does not remedy that breach within 30 Business Days of notice from GNV.

14.3 Termination by Interconnecting Party for GNV default

The Interconnecting Party may by notice to GNV terminate this Agreement with immediate effect if:

- (a) (to the extent permitted by Law), if an Insolvency Event occurs in respect of GNV; or
- (b) GNV has committed any breach of this Agreement and does not remedy that breach within 30 Business Days of notice from the Interconnecting Party.

14.4 Effect of Termination

The termination of this Agreement will terminate the rights and obligations of GNV and the Interconnecting Party under this Agreement, other than any rights and obligations that are expressed or intended to survive termination. Termination does not affect any rights or remedies to the extent accrued prior to termination.

14.5 Termination Payment

If this Agreement terminates after the Commencement Date (other than pursuant to clause 14.3), the Interconnecting Party must pay the Termination Payment to GNV within 30 days of receipt of an invoice from GNV for that Termination Payment.

14.6 Survival

This clause 14 will survive termination.

15 Force Majeure

15.1 Party Excused

Non-performance as a result of Force Majeure by either party of an obligation or condition required by this Agreement to be performed:

- (a) will be excused during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure; and
- (b) will not to that extent give rise to any liability to the other party for any direct, indirect, consequential or special losses or damages of any kind arising out of, or in any way connected with, that non-performance,

but no party will be relieved by Force Majeure of any obligation to pay a sum of money under this Agreement.

15.2 Obligations

A party which is, by reason of Force Majeure, unable to perform an obligation or condition required by this Agreement to be performed will:

- (a) notify the other party as soon as possible giving:
 - (i) reasonably full particulars of the event or circumstance of Force Majeure;
 - (ii) the date of commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations; and

- (iii) where possible, the means proposed to be adopted to remedy or abate the Force Majeure;
- (b) use reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible provided that nothing in this clause 15.2 will require a party to settle a strike, lockout, ban or other industrial disturbance against its judgment;
- (c) resume performance as expeditiously as possible after termination of the Force Majeure; and
- (d) notify the other party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

15.3 Rights of Other Party

No event of Force Majeure affecting the performance of this Agreement by either party will operate to prevent a cause of action arising from and after the expiration of the period of time within which, by the exercise of reasonable diligence and the employment of all reasonable means, that party could have remedied the situation preventing its performance.

16 Liability

16.1 GNV Liability Cap

- (a) GNV's aggregate liability to the Interconnecting Party under this Agreement for all acts or omissions of GNV under or in connection with this Agreement (whether those acts or omissions constitute a breach of contract, negligence or a breach of any other statutory, legal or equitable duty or obligation of any nature whatsoever) is capped at the GNV Liability Cap.
- (b) The GNV Liability Cap does not limit GNV's liability for losses, costs, damages or expenses arising from:
 - (i) any personal injury or death caused by GNV; or
 - (ii) any damage caused by GNV to the Interconnecting Party Works.

16.2 Interconnecting Party Liability Cap

- (a) The Interconnecting Party's aggregate liability to GNV under this Agreement for all acts or omissions of the Interconnecting Party under or in connection with this Agreement (whether those acts or omissions constitute a breach of contract, negligence or a breach of any other statutory, legal or equitable duty or obligation of any nature whatsoever) is capped at the Interconnecting Party Liability Cap.
- (b) The Interconnecting Party Liability Cap does not limit the Interconnecting Party's liability for losses, costs, damages or expenses arising from:
 - (i) any personal injury or death caused by the Interconnecting Party;
 - (ii) any damage caused by the Interconnecting Party to the Network,
 and does not limit the Interconnecting Party's liability under the indemnity in clause 8.3 or to pay GNV the Termination Payment, the Connection Fee, GST or any other amount required by an express provision of this Agreement.

16.3 Consequential Loss Exclusion

- (a) Subject to clause 16.3(b), neither party is liable to the other under this Agreement (whether for breach of contract, in negligence or for breach of any other statutory, legal or equitable duty or obligation of any nature whatsoever) for Consequential Loss.
- (b) Clause 16.3(a) does not limit the Interconnecting Party's liability:
 - (i) for any liability incurred by GNV to third parties due to the act or omission of the Interconnecting Party;
 - (ii) for losses, costs, damages or expenses arising from damage caused by the Interconnecting Party to the Network;
 - (iii) under the indemnity in clause 8.3;
 - (iv) to pay GNV the Termination Payment, the Connection Fee, GST or any other amount required by an express provision of this Agreement.

16.4 Australian Consumer Law

- (a) Pursuant to section 64A of the Australian Consumer Law this clause 16.4(a) and clause 16.4(b) apply in respect of the goods or services supplied under this Agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, but this clause 16.4(a) and clause 16.4(b) will not apply if a party establishes that reliance on them would not be fair and reasonable. This clause 16.4(a) and clause 16.4(b) prevail over any inconsistent provisions in this Agreement.
- (b) Liability of a party for failure to comply with a guarantee under Division 1 of Part 3-2 of the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is limited to:
 - (i) in the case of goods, to any one of the following as determined by the party:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (D) the payment of the cost of having the goods repaired;
 - (ii) in the case of services, to any one of the following as determined by party:
 - (A) the supplying of the services again;
 - (B) the payment of the cost of having the services supplied again.

17 Insurance

17.1 *Interconnecting Party Insurance*

- (a) The Interconnecting Party will effect and maintain current, with a major insurance company authorised to carry on insurance business in Australia from the commencement of the construction of the Interconnecting Party Work until Completion, the following insurance policies:
- (i) workers compensation insurance to the extent required by Victorian law;
 - (ii) third party public liability and product liability insurance covering liability to any third party for death or bodily injury (including illness) and loss of, or damage to, property arising out of anything done or omitted to be done by the Interconnecting Party for a liability of not less than \$20,000,000 for any one incident;
 - (iii) motor vehicle compulsory third party bodily injury insurance as required by Law for all vehicles being the responsibility, or the property, of Interconnecting Party and used in connection with the WUC together with third party property damage insurance covering all such vehicles for a liability of not less than \$10,000,000 for any one incident;
 - (iv) contracts works insurance in an amount not less than the aggregate cost of design, construction and commissioning of the Interconnecting Party Work; and
 - (v) any other insurance required by the Contract Particulars.
- (b) The Interconnecting Party must, if requested by GNV, provide GNV with certificates of currency for the insurances referred to in clause 17.1(a).
- (c) If the Interconnecting Party subcontracts any part of the construction and commissioning of the Interconnecting Party Works, it must ensure that each of its Subcontractors involved in that construction or commissioning effects and maintains, until Completion, insurance of the type and with the limits referred to in clause 17.1(a)(i) to 17.1(a)(iii).

17.2 *Insurance does not limit contractual responsibilities*

No insurance whether maintained by the Interconnecting Party, a Subcontractor or GNV limits the obligations or liabilities of the Interconnecting Party under this Agreement.

17.3 *No act or omission that may prejudice insurance*

The Interconnecting Party must not commit, and must ensure its Subcontractors do not commit, any act or omission which is in contravention of an insurance policy maintained by the Interconnecting Party or a Subcontractor or which may result in that insurance policy becoming void or voidable or which may result in the insurer refusing liability under the policy.

17.4 *Interconnecting Party's failure to insure*

If the Interconnecting Party fails to effect or maintain or ensure there is effected and maintained any insurance which the Interconnecting Party or a Subcontractor is required to effect and maintain under this Agreement (whether at all or on the terms of this Agreement), GNV may at its sole option and without being under an obligation to do so effect and maintain such insurance and the costs incurred thereby shall be a debt due from the

Interconnecting Party to GNV. No such effecting of insurance by GNV affects any obligations of the Interconnecting Party under this Agreement.

17.5 Notification

The Interconnecting Party must notify GNV as soon as is reasonably possible if it becomes aware of any fact or circumstance which may lead to a claim being made under any insurance policy required to be maintained under this Agreement.

17.6 GNV Insurance Required

- (a) If GNV is to undertake GNV Works, then GNV will effect and maintain current, with a major insurance company authorised to carry on insurance business in Australia, from the commencement of the GNV Works until they are completed, the following insurance policies:
- (i) workers compensation insurance to the extent required by Victorian law;
 - (ii) third party public liability and product liability insurance covering liability to any third party for death or bodily injury (including illness) and loss of, or damage to, property arising out of anything done or omitted to be done by GNV for a liability of not less than \$20,000,000 for any one incident;
 - (iii) motor vehicle compulsory third party bodily injury insurance as required by Law for all vehicles being the responsibility, or the property, of GNV and used in connection with the construction and commissioning of the GNV Works together with third party property damage insurance covering all such vehicles for a liability of not less than \$10,000,000 for any one incident; and
 - (iv) any other insurance required by the Contract Particulars.
- (b) GNV must, if requested by the Interconnecting Party, provide the Interconnecting Party with certificates of currency for the insurances referred to in clause 17.6(a).
- (c) If GNV subcontracts any part of the construction and commissioning of the GNV Works, it must ensure that each of its subcontractors involved in that construction or commissioning effects and maintains, until completion of the GNV Works, insurance of the type and with the limits referred to in clause 17.6(a)(i) to 17.6(a)(iii).

18 Assignments and Transfers

18.1 GNV Assignment

- (a) GNV must novate its rights and obligations under this Agreement to any person to whom GNV transfers ownership of that part of the Network which will connect to the Facility (which novation must occur simultaneously with that transfer of ownership). However where only a portion of GNV's ownership interest is being transferred then that person must accede to this Agreement (so as to become party to it jointly with GNV).
- (b) GNV may not otherwise novate its rights or obligations under this Agreement unless it has the consent of the Interconnecting Party, which consent is not to be unreasonably withheld, delayed or given on unreasonable conditions.
- (c) If GNV is entitled or required to novate its rights and obligations under this Agreement, the Interconnecting Party must execute such documents as reasonably

required by GNV to give effect to that novation. GNV must pay any stamp duty and other taxes levied on such documents.

- (d) If a person is required to accede to this Agreement under clause 18.1(a), the Interconnecting Party must execute such documents as reasonably required by GNV to give effect to that accession. GNV must pay any stamp duty and other taxes levied on such documents.

18.2 Interconnecting Party Dealings

- (a) The Interconnecting Party represents it is the sole owner of the Interconnecting Party Works.
- (b) The Interconnecting Party must not grant any other person an ownership interest in the Interconnecting Party Works unless simultaneously with the grant of such interest:
 - (i) that person accedes to this Agreement (so as to become party to it jointly with the Interconnecting Party); or
 - (ii) that person executes a deed satisfactory to GNV which ensures that GNV's liability relating to the subject matter of this Agreement is not increased by the grant of that interest (including limiting GNV's aggregate liability to that person and the Interconnecting Party for any act or omission of GNV in connection with this Agreement) and deals with any other issues GNV reasonably requires to address the fact an owner of the Interconnecting Party Works is not party to this Agreement.

However where the Interconnecting Party transfers its entire ownership interest in the Interconnecting Party Works, clause 18.2(c) applies rather than this clause 18.2(b)

- (c) The Interconnecting Party must novate its rights and obligations under this Agreement to any person to whom the Interconnecting Party transfers its entire ownership interest in the Interconnecting Party Works which novation must occur simultaneously with that transfer of ownership.
- (d) The Interconnecting Party may not otherwise novate its rights or obligations under this Agreement unless it has the consent of GNV, which consent is not to be unreasonably withheld, delayed or given on unreasonable conditions.
- (e) Where clause 18.2(b) applies GNV will execute such documents (provided they are in a form acceptable to GNV acting reasonably) as required to give effect to that accession or deed. The Interconnecting Party must pay any stamp duty and other taxes levied on such documents.
- (f) If the Interconnecting Party is entitled or required to novate its rights and obligations under this Agreement, GNV will execute such documents (provided they are in a form acceptable to GNV acting reasonably) as required to give effect to that novation. The Interconnecting Party must pay any stamp duty and other taxes levied on such documents.

18.3 Assignment as Security

- (a) Clauses 18.1 and 18.2 do not prevent a party charging, mortgaging or encumbering its rights under this Agreement as security in favour of reputable financiers. However any such financiers may only deal with the rights and obligations of a party under this Agreement in accordance with the relevant procedures in clause 18.1 and 18.2.

- (b) A party must notify the other if it has charged, mortgaged or encumbered its rights under this Agreement as security, which notice must set out the names of the financiers (or the security trustee who acts on their behalf).

[Note depending on the scale of the project GNV may require more detailed clauses around assignment as security to reflect the requirements of its financiers and the financiers to its parent entities]

19 Confidentiality

19.1 Confidential Information

Each party will treat and keep confidential:

- (a) the terms of this Agreement; and
- (b) all information disclosed to that party under this Agreement, pursuant to the transactions contemplated by this Agreement or during the negotiations preceding the execution of this Agreement, by the other party,

(Confidential Information) irrespective of the form in which that information was provided.

19.2 Permitted disclosure

- (a) Despite clause 19.1, Confidential Information may be disclosed by a party receiving that information in the following circumstances:
- (i) to its employees, its professional advisers or its financiers who require that information for the purpose of carrying out the functions assigned to them by the party;
 - (ii) with the consent of the party who provided the information, which consent may not be unreasonably withheld;
 - (iii) where the information was already known to it at the time it received it in the manner contemplated by clause 19.1;
 - (iv) the information is known publicly other than as a consequence of a breach of clause 19.1 by that party;
 - (v) in connection with the proposed sale of its share capital or any relevant part of its business undertaking;
 - (vi) when required by Law or by the requirements of any stock exchange on which the shares of the party or any of its Related Bodies Corporate are listed;
 - (vii) to any Related Body Corporate;
 - (viii) to the Australian Energy Regulator as a party considers is required by the National Gas Law or other applicable Laws; or
 - (ix) as necessary to enable a party to discharge its obligations, or exercise its rights, under this Agreement,
- (b) A party disclosing Confidential Information under clauses 19.2(a)(i), (v), (vi), (vii), or (viii) or (ix) above must use its reasonable endeavours to ensure that the persons to whom it discloses that information undertake to keep the information confidential.

19.3 **Survival**

This clause 19 survives the termination or expiration of this Agreement.

20 **GST**

20.1 **GST Gross-Up**

If a party (**Supplier**) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this Agreement, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the Supplier an amount equal to such GST (**GST gross-up**).

20.2 **GST Invoice**

If a GST gross-up is payable, then the Supplier must give the recipient a tax invoice for the supply.

20.3 **Payment**

Provided a tax invoice has been given, the GST gross-up must be paid by the recipient:

- (a) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration;
- (b) if no monetary consideration is payable for the supply, within 10 Business Days after the day on which the tax invoice is given.

20.4 **Reimbursements**

If any payment to be made to a party under or in connection with this Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party (or its representative member) is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 20.

20.5 **Adjustments**

If an adjustment event has occurred in respect of a supply made under or in connection with this Agreement, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST (or part thereof), is paid no later than 20 Business Days after the Supplier first becomes aware that the adjustment event has occurred.

20.6 **Definitions**

- (a) Terms used in this clause 20 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.
- (b) In this clause 20, a reference to a payment includes any payment of money and any form of consideration other than payment of money.
- (c) In this Agreement, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause 20, exclusive of GST.

21 Dispute Resolution

21.1 *Resolution of disputes between parties*

If a dispute arises between the parties, a party may give notice to the other party specifying, in reasonable detail, the nature of the dispute. During the 21 day period following the service of that notice (or such longer period as the parties may agree) the parties must use their reasonable endeavours to resolve the dispute.

21.2 *Reference to Independent Expert*

If the parties are unable to resolve a dispute within the time period allowed by clause 21.1, then either party may serve a notice requiring the dispute be referred to an Independent Expert. The parties must endeavour to agree upon an Independent Expert within 21 days of the service of the notice. If the parties are unable to agree upon an Independent Expert within this time period, then either party may ask the President of the Resolution Institute of to appoint a suitably qualified person as the Independent Expert. Immediately upon the appointment of the Independent Expert the dispute will be referred to the Independent Expert.

21.3 *Qualifications of Independent Expert*

An Independent Expert must not (unless otherwise agreed):

- (a) be an officer or employee, or former officer or employee, of a party or a Related Body Corporate of a party; nor
- (b) at the time of appointment, have any financial relationship or other direct or indirect association with a party which might jeopardise the Independent Expert's impartiality.

21.4 *Presentation of evidence*

Each party:

- (a) will be entitled to produce to the Independent Expert any materials or evidence which that party believes is relevant to the dispute;
- (b) will make available to the Independent Expert all materials requested by him or her and all other materials which are relevant to his or her determination; and
- (c) may be represented by a legal representative (or any other person nominated by the party) before the Independent Expert.

21.5 *Role of Independent Expert*

The Independent Expert will:

- (a) act as an expert and not as an arbitrator;
- (b) not be bound by the rules of evidence; and
- (c) have the power to inform himself or herself independently as to the facts to which the dispute relates and to take such measures as he or she thinks fit to expedite the determination of the dispute.

21.6 Determination

The Independent Expert will make a determination on the dispute and will determine what, if any, adjustments may be necessary between the parties. The determination of the Independent Expert will be, in the absence of manifest error, final and binding upon the parties.

21.7 Costs

The costs of the Independent Expert will be dealt with as follows:

- (a) unless the parties otherwise agree, the Independent Expert will determine which party will bear the costs of the determination (including, without limitation, the remuneration of the Independent Expert), and in what proportion, having regard to the degree to which he or she considers that party was at fault or unreasonable in failing to agree to the matter under reference, and that party will bear those costs accordingly; and
- (b) the parties will bear their own costs incurred in the preparation and presentation of any submission or evidence to the Independent Expert.

21.8 Obligations not affected

During the period of any resolution of a Dispute in accordance with this clause 21, the parties must continue to perform their obligations under this Agreement.

21.9 Equitable Relief

Nothing in this clause 21 will prevent a party from seeking equitable relief from a court.

21.10 Survival

This clause 21 survives the termination or expiration of this Agreement.

22 Costs and Stamp Duty

22.1 Costs

Subject to this Agreement, each party will pay its own costs in connection with the preparation, negotiation, execution, delivery, and performance of this Agreement.

22.2 Stamp Duty

The Interconnecting Party will pay all stamp duty chargeable on or in relation to this Agreement under the laws of any jurisdiction.

22.3 Survival

This clause will survive the termination of this Agreement.

23 Notices

23.1 How to give notices

Any notice or other communication of a party contemplated by this Agreement (including any agreement, request, demand, direction, consent, waiver or approval) must be:

- (a) in writing in English, legible and signed by the party or its agent; and
- (b) sent by express or registered post (with delivery confirmation) or email, or delivered, to the recipient, attention the recipient's contact, in each case using the relevant details set out in the Parties section of this Agreement or any new details later notified by the recipient.

If a party sends a communication contemplated by this Agreement other than by email, it must use all reasonable endeavours to send a copy of the communication promptly by email.

23.2 Time of receipt

A communication contemplated by this Agreement is taken to be received:

- (a) if hand-delivered, at the time of delivery;
- (b) if sent by express or registered post (with delivery confirmation), on the last day of the delivery period published by the relevant postal authority for delivery by that method to the recipient's location; and
- (c) if sent by email, the earlier of:
 - (i) when the sender receives a delivery confirmation report that records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient's email address, or the sender knows or reasonably ought to know that the email was not delivered to the recipient's email address or the recipient could not open the communication due to its format);
 - (ii) the time the email becomes capable of being retrieved by the recipient's email address; and
 - (iii) the time it is otherwise established that the email (including any attachment) came to the attention of the recipient.

If due to this clause 23.2 a communication would be taken to be received on a day that is not, or after 5:00pm on, a business day in the place of receipt, the communication is taken to have been received at 9:00am on the first business day in the place of receipt after that day. The place of receipt of an email is the address of the recipient contemplated by clause 23.1(b).

24 Miscellaneous

24.1 Joint and Several Liability

If a party comprises two or more persons, the rights and obligations of the party under this Agreement are the joint and several rights and obligations of those persons.

24.2 Representations

Each party represents to the other that it does not enter into this Agreement:

- (a) as trustee of any trust; or
- (b) as agent of any person.

24.3 No waiver

A party's failure or delay to exercise a power or right is not a waiver of that right, and the exercise of a power or right does not preclude the future exercise of that or any other power or right.

24.4 Entire agreement

This Agreement is the entire agreement between the parties as to its subject matter. It supersedes all prior agreements, representations, conduct and understandings.

24.5 Amendments

No amendment of, nor addition to, this Agreement is binding unless it is in writing and executed by the parties to this Agreement.

24.6 Law

The law of this Agreement is the State of Victoria, and the parties submit to the exclusive jurisdiction of the courts of Victoria.

24.7 Further acts

The parties will do all things and execute all documents required to permit or facilitate the performance of the transactions contemplated by this Agreement.

24.8 Counterparts

This Agreement may be executed in counterparts, which when taken together are one instrument.

Execution

EXECUTED as an agreement

Executed by Gas Networks Victoria Pty Ltd
by its duly appointed officer in the presence of:

Witness signature

Officer signature

Witness full name
(BLOCK LETTERS)

Officer full name and title
(BLOCK LETTERS)

Executed by [Interconnecting Party] in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

Schedule 1 – Contract Particulars

Variable	Value
Sunset Date	
GNV Liability Cap	
Interconnecting Party Liability Cap	
Security Amount	
Insurances	

Schedule 2– Interconnecting Party Works

1 Description of Interconnecting Party Works

1.1 Facility

[Insert description of proposed distribution connected facility]

1.2 Type of Gas produced by the Facility

[Hydrogen/biomethane/other]

1.3 Other Works

[Insert description of any other works which will be constructed/installed by the Interconnecting Party]

2 Specifications for Interconnecting Party Works

2.1 Specifications

The Facility and the Other Works must meet the specifications set out in this section 2.

2.2 Nominal flow capacity at Connection Point

Minimum		Maximum	
TJ/day	Std m ³ /hr	TJ/day	Std m ³ /hr

2.3 Pressure at Connection Point

Minimum	Maximum
[*****] kPag	[*****] kPag

2.4 Delivery Temperature at Connection Point

Minimum	Maximum
[**] °C	[**] °C

2.5 Odourisation at Connection Point

[*****]

2.6 Safety

The Facility and the Other Works must be safe to connect to the Network at the Connection Point, and to allow the injection of gas from the Facility into the Network, without:

- (a) any threat to public safety or the death of or injury to any person;
- (b) any threat of damage to the Network or any other property; or

- (c) any threat to the operational integrity of the Network or the safe and reliable supply of gas to end users.

2.7 **Other Specifications (if any)**

[*****]

3 **Scope of Work for Interconnecting Party Works**

3.1 **Introduction**

The Interconnecting Party's scope of work will include as a minimum the works described in the scope of work set out in this section 3. This scope of work does not limit or otherwise derogate from the obligations of the Interconnecting Party under this Agreement.

3.2 **General Scope of Work**

- (a) Design and design review
- (b) HAZOP
- (c) CHAZOP
- (d) Site construction supervision
- (e) Construction/installation
- (f) Tests during construction
- (g) Tests on completion
- (h) Pre-commissioning
- (i) Commissioning
- (j) Risk assessment

3.3 **Deliverables – before construction**

Unless otherwise agreed, before commencing construction, the Interconnecting Party must, at a minimum, prepare the following documentation and provide it to GNV:

- (a) Independent engineering consultant's report
- (b) Construction plans, design drawings, layouts and alignment drawings;
- (c) Functional specifications;
- (d) Design basis manual;
- (e) Tags and equipment numbering;
- (f) Cathodic protection and earthing protection;
- (g) SCADA and communications;
- (h) HAZOP and CHAZOP reports;
- (i) Risk assessment report in accordance with AS 2885;
- (j) Construction safety management plan;

- (k) Qualification procedures;
- (l) Inspection and test plans;
- (m) Quality plans; and
- (n) Any other deliverable required under this Agreement before construction commences.

For the purposes of clause 6.1(d), GNV's approval must be obtained to the following documents: []

3.4 Commissioning Plan

The Commissioning Plan must, without limitation, contain sections dealing with each of the following:

- (a) commissioning safety management plan; and
- (b) Commissioning punch list.
- (c) [].

3.5 Deliverables – before completion

Unless otherwise agreed, as part of the conditions to achieving Completion, the Interconnecting Party must provide to GNV:

- (a) a copy of a certificate (in such form reasonably required by GNV) from the Interconnecting Party's EPC contractor or the Interconnecting Party confirming the construction and commissioning of the Interconnecting Party Works is completed and that they are free from defects (other than minor defects which do not prevent the Interconnecting Party Works functioning as intended and in accordance with the requirements of this Agreement and all applicable Laws);
- (b) A copy of each Authorisation that is required by Law for or in relation to the design, construction, installation, completion, testing, commissioning, operation, management, maintenance or repair of the Interconnecting Party Works (including for the injection of gas into the Network).
- (c) Complete set of as built drawings, including but not limited to:
 - (i) drawing register;
 - (ii) process flow diagrams;
 - (iii) piping and instrument diagrams;
 - (iv) mechanical drawings;
 - (v) site layouts;
 - (vi) civil drawings;
 - (vii) cathodic protection drawings;
- (d) As-built weld records and NDT reports;
- (e) Hydrostatic test records;
- (f) Inspection records;

- (g) Manufacturer's data sheets;
- (h) Operating principles;
- (i) Hazardous area dossiers;
- (j) Mechanical and instrumentation completion punch list;
- (k) Critical equipment list; and
- (l) Any other deliverable required under this Agreement to be provided as a condition to Completion.

3.6 Pre-commissioning

Prior to Commissioning, the Interconnecting Party must:

- (d) perform full function tests on all safety systems and demonstrate that safety systems are functioning as intended;
- (e) perform high pressure leak tests;
- (f) prepare a punch list including a full review of manufacturer's data sheets, test records and verification of inspection and test plans; and
- (g) any other pre-commissioning activities required by this Agreement.

3.7 Commissioning

As part of Commissioning, the Interconnecting Party must demonstrate:

- (a) how it will pressure up its facilities;
- (b) the temperature and rate of gas flow into the Connection Point;
- (c) that the valves have been greased;
- (d) that each shut-down valve (if any) is operational; and
- (e) that safety systems are operational to a standard that makes it safe to introduce gas into the Connection Point and into the Network,

and complete any other Commissioning activities required by this Agreement.

3.8 Minimum Performance Criteria

The Facility and Other Works must satisfy the minimum performance criteria:

[Insert any required minimum performance criteria]

Schedule 3 – The GNV Works

1 Description of the GNV Works

[Insert description of any works which will be constructed/installed by GNV]

2 Proposed Completion Date

[*****]

Schedule 4 – Connection Fee

Schedule 5 – Specification