

TASMANIAN NETWORKS PTY LTD

ABN 24 167 357 299

and

[Insert User name]

ABN **[insert]**

ASSET RELOCATION AGREEMENT

[insert project name]

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AGREEMENT made the day of 2018

PARTIES

Tasmanian Networks Pty Ltd

ABN 24 167 357 299

of 1-7 Maria Street, Lenah Valley, Tasmania, 7008

(“TasNetworks”)

and

[insert]

ABN [insert]

of [insert]

(“User”)

RECITALS

- A. TasNetworks owns and operates the electricity transmission system in Tasmania.
- B. User owns and operates the [insert].
- C. TasNetworks provides [insert services provided to the User]
- D. User requests TasNetworks to relocate the *dedicated connection assets* due to [insert reason].
- E. In order to facilitate the relocation of the *dedicated connection assets* the User has agreed to fund the relocation as set out in this agreement.

In consideration of, among other things, the mutual promises contained in this agreement, the parties agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement, except in so far as the contrary intention appears:

Authority means any government or regulatory department, body, instrumentality, Minister of the Crown, agency or other authority, or any body which is the successor

to the administrative responsibilities of such department, body, instrumentality, Minister of the Crown, agency or other authority (but does not include the parties unless acting as *System Operator*);

business day means any day except a Saturday, Sunday or public holiday in Hobart;

cash rate means the cash rate (also known as the interbank overnight rate), recorded to two decimal places, as set by the Reserve Bank of Australia provided that if the ***cash rate*** cannot be so determined, then ***cash rate*** will mean such rate as may be determined in accordance with the dispute resolution procedure in this agreement;

commencement date means the date of execution of this agreement;

defaulting party has the meaning given in clause 10.1;

dispute means any dispute or difference of opinion between the parties or the absence of agreement between them about a matter under or arising out of this agreement;

final sums means the total amount payable by the User under this agreement being the aggregate of:

- (a) ***TasNetworks' costs***;
- (b) a sum equal to the reasonable costs of removing any TasNetworks assets and of making good the remaining *plant* following such removal; and
- (c) interest on any such amounts from the date they were paid by TasNetworks to the date of TasNetworks' invoice at the ***cash rate*** for each relevant *day* plus 2% calculated on a daily compounding basis and assuming a 365 *day* year, less any amounts paid by the User, or acknowledged to have been paid by the User, pursuant to clause 6 of this agreement;

force majeure event means an event which occurs and is beyond a party's reasonable control that prevents it performing or observing its obligations under this agreement including, but not limited to;

- (a) any industrial or labour dispute which the party can demonstrate:
 - (i) involves persons other than the employees of the party; and
 - (ii) was not caused or induced by the acts or omissions of the party;
- (b) natural disasters;
- (c) landslide, flood, cyclone, earthquake, storm, lightning strike, severe and abnormal weather condition, electro-magnetic radiation storm, explosion or fire;

- (d) an act of war, terrorism, riot, civil commotion, malicious damage, sabotage or revolution; or
- (e) an act or omission of another person (including an **Authority**) who is not under the control of the notifying party;

GST means a goods and services tax imposed under *A New Tax System (Goods and Services Tax) Act 1999* and related legislation;

Law means:

- (a) those principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, the State of Tasmania or an **Authority** which have the force of law;
- (c) the Constitution of the Commonwealth of Australia;
- (d) the **Rules** and any authorisation, including conditions, provided by an **Authority** in respect thereof which have the force of law;
- (e) binding requirements and mandatory approvals, including conditions, of the Commonwealth of Australia, the State of Tasmania or an **Authority** which have the force of law; and
- (f) guidelines of the Commonwealth of Australia, the State of Tasmania or an **Authority** which have the force of law;

Rules means the National Electricity Rules;

TasNetworks' costs means all of TasNetworks' internal and external costs (both actual and committed, provided that such costs are not able to be avoided or reduced (for example, by terminating a contract), and including cost of debt), expenses, profit margin, overhead, project management costs and expenses (including any sub-contractor costs, consultant fees, out of pocket expenses and, where applicable, costs in respect of, or arising from, the termination by TasNetworks or any third party of any contract for or relating to the carrying out of any **works**) incurred by TasNetworks (or a related body corporate as defined in the *Corporations Act 2001* (Cth)) in undertaking any activities associated with the **works**;

wilful default means intentional or reckless acts or omissions in breach of this agreement; and

works means the works set out in Schedule 1 to this agreement.

1.1 Interpretation

In this agreement unless the contrary intention appears:

- (a) a reference to a recital, clause, party, paragraph, Schedule or attachment is a reference to a recital, clause, party, paragraph, Schedule or attachment to, this agreement and references to this agreement include any Schedule or attachment;
- (b) a reference to this agreement, any other agreement or instrument or any provision of any of them includes any amendment, variation or replacement of that agreement, instrument or provision;
- (c) a reference to an *applicable regulatory instrument, Australian Standard* or published index includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements, as applicable, of the same;
- (d) a reference to a thing (including, an amount) is a reference to the whole or any part of it;
- (e) the singular includes the plural and vice versa;
- (f) the word “person” includes a natural person, firm, body corporate, partnership (whether limited or otherwise), joint venture, trust, an unincorporated association and any **Authority**;
- (g) a reference to a person includes a reference to the person's executors, administrators, successors, and permitted assigns;
- (h) if a period of time is specified and the period dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and, if a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (i) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;
- (j) a reference to a month is a reference to a calendar month;
- (k) if a term is defined in this agreement other parts of speech and grammatical forms of that term have corresponding meanings; and
- (l) the word “includes” in any of its forms is not a word of limitation.

1.1 Headings, Italics and Bold Print

- (a) Headings in this agreement are included for convenience only and do not affect the interpretation of this agreement.
- (b) Italics used to identify terms defined in the **Rules** and bold italics used to identify terms defined in this agreement form part of this agreement, however if a term so defined is not identified by italics or bold italics that fact is to be disregarded in deciding whether or not to apply the definition.

1.1 Terms Defined in the Rules

Where a term defined in the **Rules** in general terms is used in this agreement it will be interpreted in its context within this agreement to refer specifically to assets and services relevant to this agreement.

1.2 Standards and Indexes

Where an *Australian Standard* or published index referred to in this agreement ceases to exist a replacement standard or index agreed by the parties to have the same purpose will be substituted for that standard or index.

2. TERM

This agreement commences on the **commencement date** and unless terminated earlier by a party pursuant to the terms of the agreement expires on the date on which all amounts payable under clause 7 have been paid.

3. THE WORKS

- (a) The **works** required to be carried out in order to relocate or alter TasNetworks' assets to facilitate the [insert] are set out in Schedule 1 to this agreement.
- (b) If at any time prior to the completion of the **works** it is necessary for TasNetworks or in its reasonable discretion TasNetworks wishes to make any addition to or omission from or amendment to the **works** TasNetworks must notify the User in writing of such addition, omission or amendment. Subject

to the User giving its written agreement to the changes (such agreement not to be unreasonably withheld), Schedule 1 to this agreement will be automatically amended to reflect the change.

4. OBLIGATIONS OF TASNETWORKS

- (a) TasNetworks will be responsible for the project management of the *works*.
- (b) TasNetworks will direct appoint its preferred contractor to undertake the *works*.
- (c) TasNetworks will use reasonable endeavours to ensure that the *works* are properly done and completed by **[insert date]**.

5. OBLIGATIONS OF THE USER

The User agrees to do all things that are reasonable to assist TasNetworks in performing its obligations under this agreement (including giving reasonable assistance to TasNetworks and its contractors to gain access to relevant property) as and when requested to do so by TasNetworks for the purposes of performing its obligations under this agreement.

6. SECURITY

- (a) User must provide and maintain security for by way of a bank guarantee for the amount of **[\$insert]**, which bank guarantee must, at all times be:
 - (i) given by an Australian bank (lawfully carrying on business under the *Banking Act 1959* (Cth)) that meets the requirements of TasNetworks' Credit Risk Management Policy and which Australian bank is otherwise acceptable to TasNetworks;
 - (ii) an irrevocable and unconditional commitment by the Australian Bank to pay, without enquiry or reference to User, the amount demanded by TasNetworks, without set-off or counterclaim, up to the amount of the **[\$insert]**;
 - (iii) issued from a branch of the issuing Australian bank in Hobart and provide for presentation and payment at that branch; and

- (iv) otherwise on terms acceptable to TasNetworks.
- (b) Where any security provided in accordance with clause 6 has an expiry date:
 - (i) User must, not later than 60 *business* days before that expiry date, provide TasNetworks with the proposed form of User's replacement security;
 - (ii) TasNetworks must, not more than 20 *business days* after receipt of the proposed form of User's replacement security, advise User whether or not the proposed form of security is acceptable;
 - (iii) User must provide TasNetworks with replacement security in a form acceptable to TasNetworks not less than 30 *business days* before that expiry date; and
 - (iv) If User fails to provide replacement security in accordance with this clause 6 (b), then TasNetworks may, without notice or reference to User, draw down or call upon the security for the full amount secured.
- (c) If TasNetworks draws or calls on a security in accordance with clause 6(b)(iv), and User provides TasNetworks with security which complies with this clause 6, then TasNetworks must within 10 business days after written request by User, pay to the User (or as it directs) the amount which TasNetworks has drawn down or called upon.
- (d) If User does not pay any amount invoiced by TasNetworks in accordance with this agreement within 5 business days after the amount has become due and payable, TasNetworks may, without notice or reference to User, draw down or call upon the security as payment of that amount.
- (e) TasNetworks may have recourse to the security without notice to User at any time TasNetworks reasonably claims that User has money owing to TasNetworks in connection with this agreement, including any claims that it is entitled to:
 - (i) the payment of monies; or
 - (ii) reimbursement of any monies paid to others in connection with this agreement.
- (f) The obligations in this clause 6 will survive termination or expiry of this agreement.

7. INVOICES AND PAYMENT

7.1 Invoices

TasNetworks will issue monthly tax invoices with respect to *TasNetworks' costs* and the User must pay those invoices in accordance with clause 7.3.

7.2 Effect of Termination

- (a) Upon termination under clauses 10 TasNetworks will, as soon as reasonably possible, and acting reasonably, determine in accordance with this agreement, the total of the *final sums* and advise User of that amount and the basis of its calculation; and
- (b) Where TasNetworks determines the total of the *final sums* in accordance with clause 7.1(a) and that amount is positive then:
 - (i) TasNetworks must render an invoice for the amount; and
 - (ii) the User must pay the invoice in accordance with clause 7.3;
- (c) Where TasNetworks determines the total of the *final sums* in accordance with clause 7.1(a) and that amount is negative then TasNetworks must:
 - (i) issue an adjustment note for that amount; and
 - (ii) TasNetworks must promptly issue the User a refund for that amount.
- (d) The obligations in this clause 7 will survive termination.

7.1 Payment

- (a) Subject to clause 7.5 User agrees to pay all invoices properly issued to it by TasNetworks in accordance with clause 7.1
- (b) All payments by User to TasNetworks must be:
 - (i) for the full amount of each invoice including *GST*;
 - (ii) electronically transferred into an account or accounts nominated by TasNetworks;
 - (iii) transferred to the nominated account or accounts by 4.00 pm on the tenth *business day* after receipt of the invoice;
 - (iv) without set-off or counterclaim; and
 - (v) without any deduction or withholding.

7.1 GST

- (a) Unless expressly stated otherwise amounts payable under this agreement are exclusive of **GST**.
- (b) Subject to TasNetworks' invoice being in a form which satisfies the requirements of the **GST** legislation for a valid tax invoice the User agrees to pay to TasNetworks at the same time and in the same manner as the amount specified in the invoice an additional amount on account of the amount of TasNetworks **GST** liability in respect of the service covered by the invoice.

7.1 Dispute as to Invoices

If User in good faith (acting reasonably and for genuine reasons) considers that there is a manifest error on the face of an invoice, then provided it has notified TasNetworks of the error prior to the date for payment of a tax invoice, User may pay TasNetworks such amount as it considers to be due and payable, and refer the balance to TasNetworks for TasNetworks' consideration. If TasNetworks disputes User's assessment of the tax invoice, the provisions of clause 12 (Dispute Resolution) will apply.

7.2 Late or Non-payment

If a party fails to make a payment in accordance with clause 7.3 then that party must pay interest on the amount for the period from the date the payment is due until the date of payment calculated in accordance with clause 7.7.

7.3 Interest

Interest payable under this agreement will:

- (a) accrue daily for each relevant *day* at the rate that is the aggregate of the **cash rate** and:
 - (i) 2% per annum in the case of interest referred to in clause 7.6; and
 - (ii) 0% in all other cases; and
- (b) be calculated on the basis of the actual number of *days* elapsed and assuming a 365 *day* year; and

- (c) be compounded at monthly intervals.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties

As at the *commencement date*, each party represents and warrants to the other party that:

- (a) it is duly formed and validly existing under the laws of Tasmania;
- (b) it has the power to execute this agreement and to perform its obligations under this agreement and has taken all necessary action to authorise such execution and performance;
- (c) the execution and performance of this agreement does not violate, breach, conflict with or result in a contravention of any law applicable to it in relation to this agreement, any provision of its constitutional documents, any order or judgment of any court or *Authority* applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- (d) all licences that are required of it with respect to this agreement have been obtained and are in full force and effect and all conditions of such licences have been complied with, and if any further licences are required after the *commencement date*, each party agrees to assist the party required to obtain such licences to do so.

8.1 Continuing Representations and Warranties

The representations and warranties given in clause 8.1 are continuing representations and warranties, and will not merge on, and will remain in full force and effect after, the *commencement date*.

8.2 Separate Representations and Warranties

Each representation and warranty given in clause 8.1 is to be treated as a separate representation and warranty in respect of each statement made and the interpretation of any statement made is not restricted by any reference to or inference from any other statement.

9. LIABILITY

- (a) To the maximum extent permitted by law, in no event or circumstance shall TasNetworks be liable to the other party for loss or damage arising out of this agreement, whether for direct or consequential loss or damage of any type (including as a result of negligence) except where such loss or damage is caused by a negligent act or omission of TasNetworks, in which case TasNetworks' liability to the other party will be limited to damages for death or personal injury to the representatives of the other party.
- (b) Each party's liability under this agreement shall be reduced proportionally by the extent that the negligent act or omission of the other party or the representatives of the other party contributes to the loss or damage.

10. DEFAULT PROVISIONS

10.1 Breach of the Agreement

If a party:

- (a) fails to pay any amount payable by that party under this agreement by the due date;
- (b) fails to remedy a breach of a provision of this agreement (other than an obligation to pay money) which is capable of being remedied, within the reasonable time (being not less than 10 *business days*) specified in a notice from a party requiring remedy of the breach; or
- (c) breaches a provision of this agreement in a manner which is incapable of remedy, and fails to provide to the party requiring remedy of the breach, within 5 *business days* of demand, a written undertaking not to repeat the breach;

then, as between that party (the "*defaulting party*") and the party to whom the relevant obligation is owed, the *defaulting party* will be in breach of this agreement.

10.1 Notice of Breach

If a party is in breach of this agreement under clause 10.1, the party requiring remedy of the breach is entitled to serve notice on the **defaulting party** and, if after the expiration of 5 **business days** from the receipt by the **defaulting party** of the notice, the party requiring remedy of the breach reasonably believes that:

- (a) the **defaulting party** is still in breach of this agreement; and
 - (i) if the breach is capable of being remedied, a remedy is not being diligently pursued; or
 - (ii) if the breach is incapable of being remedied, an undertaking requested under clause 10.1(c) is not provided in the required time;

then the party requiring remedy of the breach may, as between itself and the **defaulting party**:

- (b) suspend the performance of all or part of its obligations under this agreement until it chooses to lift the suspension or the breach is remedied; or
- (c) terminate this agreement (either as an alternative to suspension or during any period of suspension).

10.1 Repeat of Breach

If a party repeats a breach of a provision of this agreement in respect of which it has given a written undertaking not to repeat a breach, then the party to which the undertaking has been given may, as between itself and the **defaulting party**:

- (a) suspend the performance of all or part of its obligations under this agreement until it chooses to lift the suspension or the breach is remedied; or
- (b) terminate this agreement (either as an alternative to suspension or during any period of suspension).

10.1 Effect of Insolvency

If an **insolvency event** occurs with respect to a party:

- (a) that party must immediately notify the other parties that the **insolvency event** has occurred; and
- (b) any other party may, as between itself and the party suffering the **insolvency event**, terminate this agreement at any time by giving notice to the party

suffering the *insolvency event* and the other parties, regardless of whether notice is given under clause 10.4(a).

10.1 Rights, Liabilities and Obligations Upon Termination

Termination of all or part of this agreement for any reason does not affect:

- (a) any rights of a party against another party which:
 - (i) arose prior to the time at which such termination occurred; and
 - (ii) otherwise relates to or may arise at any future time from any breach or non-observance of obligations under this agreement occurring prior to the termination of this agreement; or
- (b) the rights and obligations of the parties under clauses which survive the termination of this agreement, regardless of the reasons for the termination.

11. FORCE MAJEURE

11.1 Suspension of Obligations by a Party

A party (“the notifying party”) may suspend the performance or observance of this agreement (other than accrued monetary obligations) if a *force majeure event* occurs which affects a party, but only to the extent that the performance of the obligation is affected by the *force majeure event*.

11.2 Notice Obligations

If a party invokes clause 11.1, it must:

- (a) immediately notify the other party;
- (b) as soon as practicable thereafter, but not later than 3 *business days* following the date on which the notifying party became aware of an event under clause 11.1, give particulars to the other party of the event and of the obligations of the notifying party under this agreement which have been, will be or are likely to be affected by the event; and
- (c) keep the other party informed, both at reasonable intervals and upon request by the other party, as soon as practicable following the receipt of that request, of:

- (i) the notifying party's estimate of the likely duration of the event under clause 11.1 and its likely implications on the notifying party's ability to perform its obligations under this agreement;
- (ii) the action taken and the action proposed to be taken to mitigate the effect of the event under clause 11.1;
- (iii) the cessation of that event under clause 11.1 or the successful mitigation or minimisation of the effects of that event; and
- (iv) any other matter which the other parties may reasonably request in connection with the occurrence of the event under clause 11.1.

11.1 Mitigation

The party invoking clause 11.1 must:

- (a) as soon as practicable after the occurrence of the event under clause 11.1, use its reasonable endeavours to mitigate the effects of the event under clause 11.1 ; and
- (b) use its reasonable endeavours to overcome or remove the event under clause 11.1.

12. DISPUTE

- (a) If a *dispute* arises the parties shall comply with the provisions of this clause 12 .
- (b) A party may give to the other party a written notice ("Notice") identifying the matters in *dispute*.
- (c) The parties must meet within 10 *business days* after the Notice has been given and attempt to resolve the *dispute*. Each party must be represented at the meeting by a person who has authority to agree to a resolution of the *dispute*.
- (d) If the *dispute* has not been resolved within 20 *business days* after the Notice has been given, the parties must participate in a mediation of the *dispute* in accordance with the Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.
- (e) If the *dispute* has not been resolved within 20 *business days* after the termination of the mediation, the parties may agree to refer the *dispute* to

determination by an independent expert in accordance with clause 12(h) or to arbitration in accordance with clause 12(i), or a party may give to the other a notice referring the *dispute* to litigation.

- (f) Subject to clause 12(g), a party must not issue court proceedings in connection with a *dispute* unless a notice referring the *dispute* has been given in accordance with clause 12(e).
- (g) Clause 12(f) does not apply to an application for an urgent injunction or declaration.
- (h) Where the parties agree to refer the dispute to an independent expert, the expert determination will be conducted in accordance with the Institute of Arbitrators & Mediators Australia Expert Determination Rules.
- (i) Where the parties agree to refer the *dispute* to arbitration, the arbitration will be conducted in accordance with the Institute of Arbitrators and Mediators Australia Expedited Commercial Arbitration Rules.
- (j) Where this clause refers to rules of the Institute of Arbitrators & Mediators Australia that reference is to the version of the rules in force at the date of the Notice or, if there is no such version, the version of the rules most recently published.

13. CONFIDENTIALITY

13.1 Non-disclosure

Subject to clauses 13.2 and 13.3, the information contained in, relating to or provided in accordance with this agreement and all negotiations leading up to its execution are confidential to the parties and must not be disclosed to any other person.

13.2 Exceptions

Clause 13.1 does not prevent disclosure of information by a party:

- (a) which is in the public domain or comes into the public domain otherwise than as a result of a breach by the party of its obligations under clause 13.1 provided that participants in the Tasmanian electricity industry do not of themselves constitute the public domain;

- (b) where the party is required by **Law** to disclose the information or where the party, acting reasonably, discloses the information in the course of legal proceedings;
- (c) to the party's lawyers;
- (d) to any consultant, bank, financier, insurer or professional adviser to the party (other than the party's lawyers) who has entered into a confidentiality undertaking with similar effect to this part, but which:
 - (i) does not contain a provision corresponding to this clause 13.2(d); and
 - (ii) obliges the party to enforce its rights under that confidentiality undertaking if and to the extent required by the other party;
- (e) with the consent of the other parties;
- (f) to the extent required by law or by a lawful requirement of any **Authority** having jurisdiction over a party or its *related body corporate*;
- (g) to the extent required by a lawful requirement of any stock exchange having jurisdiction over a party or its *related body corporate*;
- (h) to its *related body corporate*, but only on the basis permitted under clause 13.2 (d);
- (i) in the context of the sale of shares in or the sale of, or lease of, the assets of a party, to any consultant, bank, financier, insurer or professional adviser to a prospective purchaser or lessee of the relevant shares or assets as the case may be any the prospective purchaser or lessee but only on the basis permitted under clause 13.2(d); or
- (j) to the *System Operator* as required by the **Rules**.

13.1 Provision of Information to Contractors

Each party hereby consents to the other party disclosing to its tenderers and contractors such information as is reasonably necessary to fulfil its obligations under this agreement.

13.2 Survive Expiration

The obligations contained in clauses, 13.1 and 13.2 will survive the expiration or earlier termination of this agreement.

14. NOTICES

14.1 Form

A notice or other communication to a party under this agreement must be in writing and addressed to that party in accordance with Schedule 2.

14.2 Service

- (a) Notices may be served by being:
 - (i) delivered by hand at the party's then current address for service;
 - (ii) sent to the party's then current address for service by pre paid ordinary mail; or
 - (iii) sent by facsimile to the party's then current number for service.
- (b) Notice given by post is taken to be received on the third *business day* after posting.
- (c) Notice sent by facsimile is taken to be received when the sender's facsimile machine produces a transmission report stating that the facsimile was sent to the recipient's facsimile number.
- (d) Notice sent by facsimile is taken to be given in the form transmitted unless the message is not fully received in legible form and the recipient advises the sender accordingly within 24 hours of receipt.
- (e) A notice received by a party after 5:00 pm or on a day which is not a *business day* in the place where it is received, will be taken to have been received on the next *business day* in the place where it is received.

14.1 Change of Contact Details

A party may at any time by notice in writing to the other party designate a different person or address and Schedule 2 will be amended to record the revised details provided the address and facsimile number are within Australia.

15. MISCELLANEOUS

15.1 Waiver

No failure to exercise, nor any delay in exercising, any right, power or remedy under this agreement will operate as a waiver. No single or partial exercise of any right, power or remedy will preclude any other or future exercise of that or any other right, power or remedy.

15.2 Entire Agreement

This agreement constitutes the entire understanding of the parties on the subject matter and supersedes any and all other representations or statements by any party or its *representatives*, whether oral or in writing, made prior to the date of this agreement.

15.3 Amendment of Agreement

Subject to clauses 3 (b) and 14.3 any amendments or alterations to this agreement must be by deed of amendment executed by all parties.

15.4 Severability

Any provision of this agreement which is invalid or unenforceable in any jurisdiction is, if possible, to be read down for the purposes of that jurisdiction so as to be valid and enforceable, and is otherwise severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

15.5 No Precedent

Nothing in this agreement will operate or be taken by any party to be a precedent as to the form or substance of any new (or supplementary) terms and conditions or other agreement which may be entered into between the parties.

15.6 No Third Party Rights

Except as specifically provided in this agreement, the parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this agreement and all covenants, stipulations, promises and agreements contained in this agreement are for the sole and exclusive benefit of the parties to this agreement.

15.7 Governing Law

This agreement will be governed by the laws of Tasmania.

15.8 Submission to Jurisdiction

Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of Tasmania and any proceedings issued must be instituted either in a Tasmanian court or in the Federal Court of Australia, from the Tasmanian Registry of that court.

15.9 Service of Process

Any document in any action may be served by delivery to the party being served at its address for service of notices as specified in accordance with clause 14.

15.10 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of

TASMANIAN NETWORKS PTY

LTD

(ABN 24 167 357 299

) by its duly authorised officer in the presence of:

Signature of witness

Signature of authorised officer

Name of witness (print)

Name of authorised officer (print)

Position of witness (print)

Position of authorised officer (print)

Signed for and on behalf of the **USER** by its duly authorised officer in the presence of:

Signature of witness

Signature of authorised officer

Name of witness (print)

Name of authorised officer (print)

Position of witness (print)

Position of authorised officer (print)

SCHEDULE 1WORKS

This schedule sets out the transmission line relocation works necessary to **[insert]**

- 1.1 Design works for the required transmission line alterations.
- 1.2 Construction works required for the line alterations.

SCHEDULE 2 CONTACT DETAILS

TasNetworks**Tasmanian Networks Pty Ltd**

Street address:

1-7 Maria Street, Lenah Valley TAS 7008

Postal address:

PO Box 606, Moonah TAS 7009

Nominated representative:

Title:

Phone:

USER:**[insert]**

Street address:

[insert]

Postal address:

[insert]Nominated representative:

Title:

[insert]

Phone:

[insert]

Facsimile:

[insert]

or as most recently notified by the party under clause 14.

