

Power Services

Relocation Deed

Introduction

This document is a template document published to comply with Power and Water Corporation's obligations under the Northern Territory National Electricity Rules. Specifically clause 5.3A.3 and Schedule 5.10.

This document is not an offer to enter into a contract.

In respect of each application made to Power and Water Corporation for relocation the terms of this document may need to be amended to reflect the circumstances of that application. In addition the schedules and other variables in this document will need to be negotiated and completed.

The required content of the completed contract will depend, amongst other things, upon the nature of the relocation sought and the existing contractual arrangements between Power and Water and the person requesting the relocation.

There is no guarantee Power and Water Corporation can give effect to any particular requested relocation or give effect to it in the manner requested. This will depend upon all relevant circumstances.

A binding contract may only arise once a formal offer has been made by Power and Water Corporation, which offer has been accepted by the applicant in accordance with the terms of the offer.

This template may be updated at any time. New versions of this template will be published on Power and Water Corporation's website in accordance with the Northern Territory National Electricity Rules.

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Relocation Deed

Date

Parties

- 1 POWER AND WATER CORPORATION ABN 15 947 352 360 (PWC) of Level 2, Mitchell Centre, 55-59 Mitchell Street Darwin NT 0800
- 2 [Insert Name of Customer] (ABN [*]) (Customer) of []

Recitals

- A The Customer and PWC are party to the Connection Agreement under which PWC provides services to the Customer from PWC's transmission system.
- B The Customer has requested PWC to relocate parts of the Electricity Network providing services to the Customer.
- C This Deed sets out the terms upon which PWC has agreed to do so and the Customer has agreed to pay PWC for undertaking that relocation work.

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1. Definitions and interpretation

1.1 Definitions

The following definitions apply in this document, unless the context requires otherwise.

Agreement means the agreement between PWC and the Customer, as set out in this document.

Approval means:

- (a) any consent, authorisation, registration, filing, recording, agreement, notarisation, certificate, permission, licence, approval, permit, authority or exemption from, by or with, a Government Agency or judicial body; and
- (b) in relation to any act, matter or thing which may be proscribed or restricted in whole or in part by Law or otherwise if a Government Agency or judicial body intervenes or acts in any way within a specified period after lodgement, registration or other notification of the act, matter or thing, the expiration of the period without the intervention or action.

Business Day means a day that is not a Saturday, Sunday, bank holiday or public holiday in Darwin.

Completion means that PWC determines, acting reasonably, that it has completed the PWC Works.

Connection Agreement means the agreement described in Schedule 1.

Consequential Loss means each of the following forms of loss:

- (a) special loss;
- (b) indirect loss;
- (c) incidental losses;
- (d) any loss of business opportunity;
- (e) business interruption;
- (f) loss of revenue;
- (g) loss of access to markets;
- (h) loss of goodwill, loss of business reputation, future reputation or publicity;
- (i) increased overhead costs;
- (j) costs of obtaining or using alternative fuels;
- (k) increased costs of carrying out operations;
- (l) damage to credit rating;
- (m) loss of use;
- (n) loss of interest;
- (o) loss of profit or anticipated loss of profit;
- (p) punitive or exemplary damages; and
- (q) liability to a third party (other than liability for personal injury or death caused to that third party),

and provided that no paragraph of this definition of Consequential Loss limits the scope of any other paragraph of this definition.

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

Current Site means the current site at which the Relocation Assets are located as described in Schedule 1.

Customer Works means the works to be undertaken by the Customer to facilitate PWC undertaking the PWC Works as described in Schedule 3.

Easements means easements granted, or to be granted, to PWC as part of the Land Access Rights.

Electricity Laws means:

- (a) the ERA;
- (b) the *Utilities Commission Act* (NT);
- (c) the NT NEL;
- (d) the NT NER;
- (e) the Network Technical Code;
- (f) the System Control Technical Code; and
- (g) any other legislation, regulations or legally binding instruments (including rules, codes, guidelines, directives, licence conditions or other regulatory instruments) made under legislation or regulations which are directly or indirectly binding on or are expressed to apply to PWC or the Customer from time to time and relate to:
 - (i) the undertaking of the PWC Works or the Customer Works;
 - (ii) the operation, maintenance, ownership, safety or integrity of the Electricity Network;
 - (iii) the Northern Territory electricity industry; or
 - (iv) any actions required to be taken by PWC or the Customer to discharge their obligations or exercise their rights under this Agreement.

Electricity Network means the electricity network (as defined in the ERA) operated by PWC.

Emergency means the actual or imminent occurrence of an event which in any way poses or has the potential to pose a threat to the safety of persons, hazard to any equipment or property or a threat to power system supply security.

Encumbrance means:

- (a) any mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power as security for the payment of money or observance of any other obligation whether granted over real or personal property; and
- (b) anything which constitutes a "security interest" under the PPSA.

ERA means the *Electricity Reform Act* (NT).

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Execution Date means the date this Agreement is executed by the last party to execute it.

Force Majeure Event 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.

Good Electricity Industry Practice has the meaning given to that term in the NT NER.

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 GST Law.

GST Law has the meaning set out in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Initial Relocation Works Payment is the amount described as such in Schedule 2.

Insolvency Event means in respect of the Customer:

- (a) any execution or other process of any court or other authority is issued against or levied upon any material part of the Customer's property or assets;
- (b) a petition or application is presented (and not withdrawn within 10 Business Days), or an order is made or a resolution is passed for the winding-up or dissolution without winding-up of the Customer otherwise than for the purpose of reconstruction or amalgamation under a scheme to which PWC has given its consent;
- (c) a receiver or a receiver and manager of the undertaking or any material part thereof of the Customer is appointed;
- (d) the Customer proposes to enter into, or enters into, any arrangement, reconstruction or composition with or for the benefit of its creditors to which PWC has not given its consent;
- (e) an administrator of the Customer is appointed or the board of directors of the Customer passes a resolution of the type specified in section 436A(1) of the Corporations Act;
- (f) the Customer fails (as defined by section 459F of the Corporations Act) to comply with a statutory demand;
- (g) a controller (as defined in the Corporations Act) is appointed in respect of the Customer or the whole or a material part of the Customer's undertaking, property or assets;
- (h) application is made to a court for an order in respect of the Customer under section 233 of the Corporations Act; or
- (i) an event referred to in section 459C(2) of the Corporations Act occurs in respect of the Customer.

Interest Rate means, at a point in time:

- (a) the current Westpac Indicator Lending Rate; or
- (b) if that rate is not published by Westpac Banking Corporation, the rate which it does publish as its base rate to which interest on overdrafts accounts of \$100,000 is calculated,

provided that if neither rate referred to above is published or can be determined, then the Interest Rate will be such interest rate as nominated by PWC acting reasonably as a rate which is an appropriate substitute for the Westpac Indicator Lending Rate.

Land Access Rights means the easements, leases and other land access rights which PWC requires to be obtained for the undertaking of, or ongoing location and maintenance of and access to the assets relocated constructed and installed by, the PWC Works as specified in Schedule 1.

Latent Condition means any unanticipated physical conditions (such as rocks, items of heritage value, weather conditions or artificial objects) at the Current Site or the Relocated Site.

Law means the written and unwritten laws in force in the Northern Territory (including all applicable Commonwealth laws) and including all Electricity Laws.

Network Technical Code means the network technical code made by PWC pursuant to section 66A(2) of the ERA.

NT NEL means the National Electricity Law as it applies in the Northern Territory.

NT NER means the National Electricity Rules as they apply in the Northern Territory.

Power System Controller means the system controller under the ERA.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Preliminary Customer Works means those Customer Works which must be undertaken as a condition to PWC commencing the PWC Works (as described in Schedule 3).

PWC Works means the works to undertake the relocation of the Relocation Assets as described in Schedule 4.

PWC Works Commencement Date means the date on which all of the preconditions set out in clause 3.2 have been satisfied.

Outage means any interruption or curtailment in the ability of the Electricity Network to provide services to anyone connected to the Electricity Network.

Regulator means the Australian Energy Regulator or such other body or bodies as from time to time succeed to its functions as regulator of electricity network prices in the Northern Territory.

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

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Relocation Assets means those parts of the Electricity Network to be relocated by PWC by undertaking the PWC Works, as described in Schedule 4.

Relocation Charge is defined in clause 7.

Relocation Site means the site or sites to which the Relocation Assets are to be relocated as described in Schedule 1.

Survey Plan means a plan satisfactory to PWC prepared by a registered surveyor to permit registration of easements or leases.

System Control Technical Code means the code of that name made pursuant to section 38(1) of the ERA.

1.2 Interpretation

In this document, the following rules of interpretation apply unless a contrary intention appears.

- (a) The singular includes the plural and vice versa and a reference to a gender includes all other genders;
- (b) A person includes an individual, body corporate, firm, partnership, joint venture, unincorporated body and Government Agency;
- (c) A reference to:
 - (i) a person includes that person's successors, permitted substitutes and permitted assigns;
 - (ii) a clause, schedule, attachment, annexure or exhibit is to a clause of, or a schedule, attachment, annexure or exhibit to, this document;
 - (iii) this document or another document includes that document as amended, varied, supplemented, novated or replaced from time to time and any schedule, attachment, annexure or exhibit to that document;
 - (iv) "agreement" includes an undertaking, deed, contract or other legally enforceable arrangement, whether or not in writing, and a reference to "document" includes an agreement (as so defined) in writing or any certificate, notice, instrument or other document of any kind;
 - (v) legislation or a provision of legislation includes all regulations, orders or instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
 - (vi) "include", "including" and "for example", and similar expressions, when introducing a list of items, does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;

(vii) dollars or \$ is to Australian dollars;

(viii) time is to the time in Darwin; and

(ix) a day, month, quarter or year means a calendar day, month, quarter or year respectively.

- (d) Where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (e) A provision of this document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document or the inclusion of the provision in this document;
- (f) A period of time expressed to commence:
 - (i) 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) on a given day, or on the day of an act or event, is to be calculated inclusive of that day.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this Agreement.

1.4 Multiple parties

If a party to this Agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one party, an obligation of those persons is joint and several, a right of those persons is held by each of them separately, and any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.5 Payments

If a party is required to pay an amount under this Agreement, it must pay the amount by direct deposit of cleared funds to a bank account in the name of the payee, the details of which are notified by the payee at least two Business Days before the due date for payment, without any set-off, deduction, withholding or retention of any amount unless expressly contemplated by this Agreement, required by Law or directed by the payee.

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2. Conditions Precedent

2.1 Conditions

- (a) The commencement of this Agreement, other than clauses 1, 16, 17, 18, 19, 20, 21 and this clause 2, which clauses commence upon the Execution Date, is subject to, and this Agreement does not become binding unless and until, the satisfaction or waiver of the Conditions.
- (b) The Conditions, and the party responsible for satisfying each Condition, are as specified in Schedule 1.
- (c) A Condition is for the benefit of the party specified in Schedule 1.

2.2 Responsibility for Satisfying

- (a) Each party must use its reasonable endeavours to procure the satisfaction of the Conditions which it is responsible for satisfying (as specified in Schedule 1) as soon as is reasonably practicable after the execution of this Agreement.
- (b) 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.

2.3 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.

2.4 Effect of Satisfaction or Waiver

- (a) A Condition may only be waived by the party for whose benefit the Condition exists. A Condition which is for the benefit of both parties may only be waived by agreement in writing between the parties.
- (b) A party may only waive a Condition for its sole benefit by giving notice of the waiver to the other party.
- (c) This Agreement becomes unconditional upon the satisfaction or waiver of all of the Conditions.

2.5 Termination

- (a) If the Conditions are not satisfied or waived by the date specified in Schedule 1, then either party may serve a notice under this clause 2.5(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 2.5 is without prejudice to the accrued rights and obligations of the parties under this Agreement.

- (c) If this Agreement terminates under this clause 2.5 the Customer must pay PWC any costs incurred by PWC up to the date of termination of this Agreement in satisfying PWC's obligations under this Agreement (as calculated in accordance with Schedule 2). PWC may issue an invoice to the Customer for such amounts.

3. Relocation

3.1 PWC Works

- (a) PWC will, in accordance with this Agreement, undertake the PWC Works.
- (b) PWC may undertake the PWC Works using such subcontractors and suppliers as PWC considers appropriate.

3.2 Preconditions to commencement of the PWC Works

- (a) PWC is not required to commence the PWC Works until such time as each of the following have occurred:
 - (i) the Customer has completed the Customer Preliminary Works to PWC's satisfaction;
 - (ii) the Customer has paid to PWC the Initial Customer Payment Amount in accordance with clause 7 and PWC has received this amount in cleared funds;
 - (iii) the Approvals and Land Access Rights have been obtained in accordance with clause 4;
 - (iv) PWC is satisfied it will have safe and unhindered access to the Current Site and the Relocation Site as required to undertake the PWC Works; and
 - (v) any other precondition to the PWC Works identified in Schedule 1 has been satisfied.
- (b) If the conditions referred to in clause 3.2(a) have not been satisfied within the period specified in Schedule 1 then PWC may terminate this Agreement.

3.3 Work Health and Safety

For the purposes of the *Work Health and Safety (National Uniform Legislation) Regulations 2011* PWC will be regarded as commissioning any construction project constituted by the PWC Works and may appoint a Principal Contractor (as defined in those regulations) for the PWC Works.

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4. Approvals and Land Access Rights

- (a) Except for such Approvals Schedule 1 expressly provides will be obtained by PWC, the Customer is responsible for obtaining (at its cost):
 - (i) all Approvals which PWC is required to hold under Law to undertake the PWC Works; and
 - (ii) all Approvals require to undertake the Customer Works.
- (b) PWC is responsible for obtaining those Approvals which Schedule 1 provides will be obtained by PWC.
- (c) The Customer must (at its cost) obtain, and procure the grant to PWC at no cost to PWC, the Land Access Rights specified in Schedule 1 as required to be obtained by the Customer.
- (d) All Approvals and Land Access Rights must be on terms acceptable to PWC (acting reasonably) and will not be regarded as having been obtained unless the terms thereof are so acceptable. In determining whether the terms are acceptable, PWC will have regard to whether the terms generally reflect the terms upon which equivalent Approvals and Land Access Rights (as applicable) are granted to PWC.
- (e) An Approval or Land Access Right will not be regarded as having been obtained until all rights for any person to challenge the acquisition, grant or terms of that Approval or Land Access Right (whether by appeal, judicial review, Ministerial review or otherwise) have expired and been exhausted (including where there has been an appeal or review application on the date on which any review or appeal is dismissed, struck out or withdrawn or all questions raised by any such review or appeal have been finally determined (other than the question of costs)).

5. Timeframes Undertaking of the PWC Works

- (a) As and from the PWC Works Commencement Date, PWC agrees to undertake the PWC Works and use reasonable endeavours to complete them within the time period specified in Schedule 1.
- (b) The undertaking of the PWC Works may be delayed (without limitation) by the following matters:
 - (i) the Customer's failure to comply with this Agreement;
 - (ii) Force Majeure Events;
 - (iii) if Emergencies or other events adversely impact the Electricity Network and, as a prudent operator, PWC diverts resources to address those events;
 - (iv) delays caused by third parties including Government Agencies or operators of other infrastructure (for example roads or telecommunications infrastructure);
 - (v) Latent Conditions; or

(vi) where PWC suspends the PWC Works in the circumstances permitted by this Agreement.

- (c) In the case of delays referred to in clause 5(b)(ii), clause 5(b)(iii), clause 5(b)(iv) or clause 5(b)(v) or otherwise caused by events other than the Customer's failure to comply with this Agreement, PWC will take reasonable steps to overcome the delay but is not required to apply additional resources to the PWC Works than those which were planned to be applied prior to the delay. Further PWC 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.
- (d) The Customer acknowledges that to the extent the PWC Works require an Outage which will impact persons other than the Customer then PWC may only be able to undertake that Outage at specified times (**Windows**) and if due to a delay in the PWC Works or some other event a Window is missed then the Outage will not be able to be undertaken until the next available Window.
- (e) The availability of Windows will depend upon PWC obtaining any required Approvals and consents from other persons connected to the Electricity Network. PWC has no liability to the Customer if it cannot obtain the required Approvals and consents required to conduct an Outage during any specific timeframe.

6. Information and Co-Operation

- (a) Each party will:
 - (i) give to the other party all reasonable assistance and information; and
 - (ii) co-operate and liaise with the other party, so as to allow that other party to comply with any obligations imposed upon that other party under an Electricity Law or this Agreement or which is otherwise reasonably requested by the other party and which relates to the PWC Works or the Customer Works.
- (b) Without limiting clause 6(a), the Customer must:
 - (i) provide to PWC (within 3 Business Days of being requested to do so or such shorter period as PWC may reasonably request) such information requested by PWC which is reasonably necessary to enable PWC to undertake the PWC Works;
 - (ii) provide to PWC such assistance and do all things as PWC may reasonably require from time to time in relation to any activity required to be undertaken by PWC in order to undertake the PWC Works; and
 - (iii) notify PWC as soon as reasonably possible if any information provided by the Customer to PWC changes or if the Customer becomes aware of any error or omission in that information or matter which has caused that information to cease to be correct.

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- (c) No input, advice, comments, directions or inspection from PWC in relation to the Customer's Works relieves the Customer from the obligation to ensure the Customer's Works comply with Electricity Laws.

7. Charges

- (a) The Customer must pay PWC the Relocation Charge for undertaking the PWC Works.
- (b) The Relocation Charge is equal to all costs incurred by PWC in undertaking the PWC Works, as determined in accordance with Schedule 2 and the requirements of Electricity Laws.
- (c) To avoid doubt, the costs incurred by PWC in undertaking the PWC Works include all costs incurred by PWC in discharging its obligations under this Agreement.
- (d) The Initial Relocation Works Payment is PWC's non-binding estimate of the Relocation Charge as at the Execution Date.
- (e) Upon the satisfaction or waiver of the Conditions PWC may issue the Customer an invoice for the Initial Relocation Works Payment. The Customer must pay such invoice within 21 days of receipt.
- (f) PWC may from time to time issue an invoice to the Customer for additional payments towards the Relocation Charge if PWC in good faith forms the view the Relocation Charge will be greater than the Initial Relocation Works Payment.
- (g) Upon Completion PWC will determine the amount of the Relocation Charge. If the Relocation Charge is greater than the amount already received by PWC in cleared funds PWC may issue an invoice to the Customer for such additional amount (which invoice the Customer must pay within 21 days of receipt). If the amounts received by PWC in cleared funds are greater than the Relocation Charge, PWC will refund the excess to the Customer.
- (h) If this Agreement terminates (other than due to PWC's breach) without Completion having been achieved then PWC will determine:
- (i) all costs incurred by PWC in undertaking the PWC Works up to the date of termination (as determined in accordance with Schedule 2 and the requirements of Electricity Laws); and
 - (ii) all cost incurred by PWC due to early termination, including, without limitation, demobilisation costs, costs of removing partially completed Works or otherwise making them safe, costs of cancelling subcontracts (or portions thereof) and costs of restoring any infrastructure at the Current Site to a condition in which PWC is able to use it for operation of the Electricity Network (as determined in accordance with Schedule 2 and the requirements of Electricity Laws).

- (i) If the amount determined under clause 7(h) is greater than the amount already received by PWC in cleared funds from the Customer PWC may issue an invoice to the Customer for such additional amount (which invoice the Customer must pay within 21 days of receipt). If the amounts received by PWC in cleared funds are greater than the amount determined under clause 7(h), PWC will refund the excess to the Customer.

- (j) The parties acknowledge that the Initial Relocation Works Payment is PWC's reasonable estimate of the cost of undertaking the PWC Works but that such estimate is not binding upon PWC. A range of factors cause the amount of the Relocation Charge to be greater than the Initial Relocation Works Payment including (without limitation):
- (i) Inaccurate information provided by the Customer;
 - (ii) Latent Conditions;
 - (iii) Changes in Laws;
 - (iv) Costs of obtaining Approvals or Land Access Rights being greater than assumed by PWC;
 - (v) the need to defer undertaking of Outages;
 - (vi) events which delay PWC undertaking the Relocation Works; and
 - (vii) the need to utilise additional material, resources or labour than originally assumed by PWC.

8. Access to Site

- (a) This clause 8 applies to the extent the Customer has ownership of, or control over, either the Current Site or the Relocation Site (each defined in this clause 8 as a Works Site).
- (b) The Customer must provide PWC (including to avoid doubt its employees, servants, agents and contractors) with clear, unlimited and safe access to the Works Site for the purpose of undertaking the PWC Works and exercising PWC's rights in respect of the Customer Works and its remaining rights under this Agreement.
- (c) The Customer must ensure no person hinders or disrupts PWC's access to the Works Site.
- (d) The Customer must ensure that:
- (i) the Works Site meets the Customer's and PWC's safety standards;
 - (ii) all known hazards at the Works Site have been shown to PWC prior to commencement of the PWC Works or PWC otherwise first accessing the Works Site; and
 - (iii) any safety procedures relating to the Works Site have been provided and demonstrated to PWC prior to commencement of the PWC Works.
- (e) If due to hazards or other matters at the Works Site PWC, having regard to occupational health and safety standards which apply to PWC, considers (acting reasonably) it is unsafe for PWC to undertake the PWC Works at the Works Site, then PWC may suspend the undertaking of the PWC Works and notify the

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Customer of the unsafe conditions. The Customer is responsible for rectifying the unsafe conditions and PWC will not recommence the PWC Works until the unsafe conditions are rectified.

- (f) On the termination of this Agreement for any reason, PWC may access the Works Site at any time in order to disconnect, dismantle and remove from the Works Site any goods and equipment supplied by PWC for the purposes of undertaking the PWC Works (without prejudice to any other rights of recovery that may be available to PWC). The Customer must not hinder or disrupt any such access by PWC to the Works Site.
- (g) The PWC Works will not become affixed to the Works Site and will not become subject to any Encumbrance held over the Works Site by a third party.

9. Customer Works

- (a) The Customer must undertake the Customer Works.
- (b) The Customer must ensure the contractors undertaking the Customer Works have:
 - (i) all Approvals required by Law to lawfully undertake that work;
 - (ii) all relevant accreditations from Government Agencies or industry bodies relevant to the specific works being undertaken by the contractor; and
 - (iii) if required by PWC's published standards and policies to be accredited before they undertake a type of work which comprises the Customer Works (including accreditation by PWC) have such accreditation
- (c) The Customer Works must be undertaken in accordance with:
 - (i) all applicable Australian Standards;
 - (ii) Electricity Laws;
 - (iii) all applicable published PWC standards, design manuals and construction guidelines; and
 - (iv) any standards, design manuals and construction guidelines advised by PWC to the Customer prior to the Execution Date.
- (d) The Customer must not vary the Customer Works, from those described in Schedule 3, without PWC's consent.
- (e) The Customer must immediately notify PWC if any defect or danger is identified in any of the equipment installed, or being installed, by the Customer as part of the Customer Works.
- (f) The Customer must provide to PWC:
 - (i) as built drawings of the Customer Works (including filed recordings prepared after trenching and before backfilling of the exact location of any underground cable ducts, cables and joints);

- (ii) such other documents as required by any PWC published standards, design manuals and construction guideline applicable to the Customer Works; and

- (iii) such other documents as reasonably requested by PWC.

10. Relationship to Connection Agreement

- (a) The Customer acknowledges that the undertaking of the PWC Works may result in an interruption or curtailment in the provision of services under the Connection Agreement for the period specified in Schedule 4. PWC has no liability to the Customer for any such interruption or curtailment and no such interruption or curtailment will affect the charges payable under the Connection Agreement.
- (b) If PWC is entitled to terminate this Agreement for a failure by the Customer to pay any amount due to PWC under this Agreement, then such failure to pay will also be deemed to constitute a failure to pay amounts due under the Connection Agreement entitling PWC to terminate that Agreement.
- (c) PWC may by notice to the Customer terminate this Agreement with immediate effect if the Connection Agreement is terminated. Such notice must be served within 30 days of termination of the Connection Agreement.
- (d) If the Connection Agreement is terminated by the Customer due to the breach of that agreement by PWC then the Customer may by notice to PWC terminate this Agreement. Such notice must be served within 30 days of termination of the Connection Agreement.

11. Termination due to events impacting Works

- (a) PWC may terminate this Agreement if:
 - (i) the Customer's acts or omissions cause delays of a period of more than 90 days to the undertaking of the PWC Works;
 - (ii) the Customer has not completed the Customer Works within the period specified in Schedule 1; or
 - (iii) due to Latent Conditions PWC is unable to complete the PWC Works; or
 - (iv) due to Force Majeure PWC is unable to, or reasonably forms the view it will be unable to, complete the PWC Works by the date specified in Schedule 1.
- (b) On termination of this Agreement under clause 11(a), PWC may (but is not obliged to) disconnect, dismantle and remove any of the assets and equipment constructed or installed by PWC as part of the PWC Works.

Operative Part

(c) Nothing in this clause 11 will limit either party's right to recover damages from the other party

12. Invoicing and Payment Issues

12.1 Interest

If the Customer fails to pay an amount under this Agreement by the due date for payment of that amount then, without prejudice to PWC's other rights, the Customer must pay interest on the unpaid amount calculated daily at the Interest Rate from the date the amount was due until payment of the amount. Such interest will be compounded monthly.

12.2 Disputed Invoices

- (a) If the Customer disputes an invoice the Customer must nevertheless pay the amount of the invoice by the due date.
- (b) Any amount paid by the Customer under clause 12.2(a) but which it is subsequently found that PWC was not permitted, by this Agreement, to include in the invoice, must be refunded by PWC with interest calculated daily at the Interest Rate from the date the Customer paid the amount to the date PWC repays the amount to the Customer.

12.3 Set Off

Any rights the Customer has at common law or in equity to set off payments due to PWC are excluded.

13. GST

- (a) Subject to clause 13(b) and clause 13(c), where any supply occurs under or in connection with this Agreement, the party making the supply (**Supplier**) will be entitled to increase the amount payable for the supply by the amount of any applicable GST.
- (b) Where an amount is payable to the Supplier for a supply under or in connection with this Agreement which is based on the actual or reasonable costs incurred by the Supplier, the amount payable for the supply will be reduced by the amount of any input tax credits available to the Supplier (or a representative member on the Supplier's behalf) in respect of such costs before being increased for any applicable GST under clause 13(b).
- (c) As a condition precedent to any amount on account of GST being due from the recipient to the Supplier in respect of a taxable supply, the Supplier must provide a tax invoice to the recipient in respect of that supply.
- (d) If the amount paid to the Supplier in respect of the GST (whether because of an adjustment or otherwise):
 - (i) is more than the GST on the supply, then the Supplier shall refund the excess to the recipient; or
 - (ii) is less than the GST on the supply, then the recipient shall pay the deficiency to the Supplier.

(e) All amounts payable under this Agreement are taken to be expressed on a GST exclusive basis unless expressly provided otherwise in this Agreement

(f) In this clause 13 terms defined in GST Legislation have the meaning given to them in GST Legislation.

14. Insurances

14.1 Public Liability Insurance

- (a) The Customer must keep and maintain a public liability policy with reputable insurers covering liability to third parties for all types of loss or damage ordinarily covered by a public liability policy, in relation to the the Customer Works for the amount set out in Schedule 1.
- (b) The insurance required under clause 14.1(a) must be on an occurrence basis and must cover the period from the commencement of the undertaking of the Customer Works to the completion of the Customer Works.
- (c) The insurance under clause 14.1(a) must:
 - (i) be in the joint names of the Customer, PWC, and all contractors and consultants engaged in the undertaking of the Customer Works; and
 - (ii) contain:
 - (A) a cross-liability clause (providing that claims between insureds are covered and that the contract of insurance acts as if it were a separate policy in respect of each insured party); and
 - (B) a waiver of subrogation clause, providing that the insurer waives its rights of subrogation against insured parties.

14.2 Other Insurances

The Customer will keep and maintain all other insurances required either by

- (a) Good Electricity Industry Practice; and
- (b) Schedule 1.

14.3 Evidence of Insurances

The Customer will upon PWC's request provide PWC with:

- (a) certificates evidencing that the insurance policies required by this clause 14 have been effected and all premiums have been paid; and
- (b) such other reasonable documentation as PWC may require from time to time to confirm that the insurance policies are valid, current and meet the requirements of this clause 14.

Operative Part

15. Termination for Default

- (a) PWC may terminate this Agreement by notice to the Customer with immediate effect where:
- (i) the Customer fails to make a payment under this Agreement by the due date (and fails to make such payment within 7 days' notice from PWC requiring such payment;
 - (ii) the Customer fails to cure any other default under this Agreement within 30 days of receiving a notice of that default from PWC; or
 - (iii) an Insolvency Event occurs in relation to the Customer.
- (b) The Customer may terminate this Agreement by notice to PWC with immediate effect if PWC fails to cure any default under this Agreement within 60 days of receiving a notice of default from the Customer.
- (c) Termination under this clause 15 is without prejudice to accrued rights of the parties or any legal or equitable rights that a party may otherwise have with respect to that termination.

16. Customer Warranties

The Customer represents and warrants to PWC that:

- (a) the Customer is a corporation validly existing under the laws of the place of its incorporation;
- (b) it has the power to enter into and perform its obligations under this Agreement;
- (c) it has taken all necessary corporate action to authorise the entry into and performance of this Agreement;
- (d) the execution and performance by it of this Agreement does not and will not breach a provision of:
 - (i) a law or treaty or a judgment, ruling, order or decree of a Government Agency binding on it;
 - (ii) its constitution;
 - (iii) any other document or agreement to which it is a party.

17. Liability

17.1 Effect of Legislation

Nothing in this Agreement is to be read as excluding, restricting or modifying the application of any legislation which by Law cannot be excluded, restricted or modified.

17.2 Exclusion of Warranties

All warranties in relation to the supply of services by PWC which may otherwise be implied by use, statute or otherwise are, to the maximum extent permitted by Law, excluded including any warranties of fitness for purpose, merchantable quality or otherwise relating to the quality or continuity of any service.

17.3 Australian Consumer Law Guarantees

- (a) Pursuant to section 64A of the Australian Consumer Law this clause 17.3(a) and clause 17.3(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 17.3(a) and clause 17.3(b) will not apply if a party establishes that reliance on them would not be fair and reasonable. This clause 17.3(a) and clause 17.3(b) prevail over any inconsistent provisions in this Agreement.
- (b) Liability of PWC 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 PWC:
 - (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 PWC:
 - (A) the supplying of the services again;
 - (B) the payment of the cost of having the services supplied again.

17.4 Third Party Claims

The Customer must indemnify and keep PWC indemnified against any third party claims against PWC which arise due to the Customer's breach of this Agreement or negligent act or omission in connection with this Agreement.

17.5 Network Damage

The Customer must reimburse PWC any costs and expenses incurred by PWC in rectifying damage to the Electricity Network caused by the Customer's breach of this Agreement or negligent act or omission in connection with this Agreement.

17.6 PWC Liability

- (a) In no circumstances (whether for breach of contract, in tort (including in negligence), in equity, under statute or on any other basis whatsoever) is PWC liable to the Customer for any Consequential Loss.
- (b) PWC's aggregate liability to the Customer for all acts, omissions or events under this Agreement (whether for breach of contract, in tort (including in negligence), in equity, under statute or on any other basis whatsoever) is capped at the amount specified in Schedule 1.

Operative Part

(c) PWC has no liability under this Agreement (whether for breach of contract, in tort (including in negligence), in equity, under statute or on any other basis whatsoever) for any act or omission performed by PWC in its capacity as Power System Controller or performed by PWC in connection with PWC providing advice, services or assistance to or acting in accordance with the directions of the Power System Controller.

17.7 Customer Liability

(a) Subject to clause 17.7(b) the Customer is not liable to PWC under this Agreement for any loss of profits, loss of goodwill or credit, loss of business reputation, loss of interest, damage to credit rating or loss or denial of opportunity.

(b) Clause 17.7(a) does not limit the Customer's liability:

- (i) for the Relocation Charge, GST or interest due under this Agreement;
- (ii) to reimburse or pay PWC any costs, where the Customer is required to pay or reimburse those costs pursuant to an express provision of this Agreement;
- (iii) for any liability of PWC to third parties for losses of the nature described in clause 17.7(a);
- (iv) for any deliberate breach of this Agreement, gross negligence or wilful misconduct;
- (v) for any breach of Laws;
- (vi) to the extent the Customer has insurance in place which provides indemnity for such amounts (or would have had such insurance in place or would have received such indemnity had the Customer complied with its insurance obligations under this Agreement); or
- (vii) for any loss of income suffered by PWC under this Agreement due to early termination of this Agreement due to the Customer's breach or repudiation of this Agreement.

18. Assignment and Novation

18.1 Dealings with this Contract by the Customer

The Customer must not:

- (a) assign, transfer, novate or deal with any of its rights or obligations under this Agreement; or
- (b) grant any mortgage, pledge, charge or otherwise encumber its rights to and interest in this Agreement,

unless the Customer has PWC's prior written consent, which consent will not be unreasonably withheld or delayed or given on unreasonable conditions.

18.2 Change in control

(a) In this clause 18.2, a "Change in Control" occurs in respect of a person where a change occurs in the persons which directly or indirectly:

- (i) control the composition of the board of that person; or
- (ii) are directly or indirectly in a position to cast, or control the casting of, more than one-half of the maximum number of votes that may be cast at a general meeting of that person; or
- (iii) hold more than one-half of the issued share capital of that person (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
- (iv) where that person is a trustee of a unit trust, hold more than one half of the beneficial ownership of the units in the unit trust.

(b) The Customer must ensure that no Change in Control of the Customer occurs without PWC's prior written consent, which PWC will not unreasonably withhold, delay or give on unreasonable conditions.

(c) Clause 18.2(b) does not apply if:

- (i) the Customer is listed on the Australia Securities Exchange or another recognised securities exchange; or
- (ii) the event which causes the Change in Control of the Customer is a Change in Control of a Related Body Corporate (as defined in the *Corporations Act 2001*) of the Customer which Related Body Corporate is listed on the Australian Securities Exchange or another recognised securities exchange.

18.3 Costs

The Customer must pay PWC costs of considering whether to give consent under clauses 18.1 to 18.2 and of preparing and negotiating any documentation executed to give effect to the transactions referred to in those clauses. Such costs include the time of PWC employees at the rates set out in, or described in, Schedule 2 and external legal costs. The Customer must pay any stamp duty and other taxes levied upon such documents and the transactions they evidence.

18.4 Dealings with this Contract by PWC

(a) PWC may:

- (i) without the Customer's consent, assign, transfer or novate PWC's rights and obligations under this Agreement to (or otherwise deal with those rights and obligation in favour of) any person to whom ownership (including an ownership interest as lessee) of the Electricity Network servicing the Customer has been transferred or which person is authorised by law to operate that part of the Electricity Network;
- (ii) without the Customer's consent, mortgage, pledge, charge or otherwise encumber PWC's rights to and interest in this Agreement; and
- (iii) otherwise assign, transfer, novate or deal with PWC's rights and obligations under the Agreement with the Customer's prior written consent, which consent will not be unreasonably withheld or delayed or given on unreasonable conditions.

Operative Part

- (b) PWC may assign, transfer or novate PWC rights and obligations under clause 18.4(a) by notice to the Customer (which notice may be given personally to the Customer or may be given by publication on PWC's website or by publication in a newspaper circulating generally within the city of Darwin).
- (c) The Customer must execute such documentation as reasonably required by PWC to evidence or give effect to any assignment, transfer, novation or other dealing which PWC is entitled to make under clause 18.4(b). PWC must pay any stamp duty and other taxes levied upon such documents and the transactions they evidence.

19. Dispute Resolution

- (a) If a dispute arises between the parties, it will be resolved in accordance with any applicable Laws.
- (b) If no Laws regulate the resolution of the dispute then the parties will negotiate in good faith to resolve the dispute. If the dispute is not resolved by such good faith negotiations within 10 Business Days of being raised it will be referred to mediation in accordance with the Rules for Mediation of the Resolution Institute.
- (c) Nothing in this clause 19 prevents a party seeking injunctive or declaratory relief from a court or exercising any right under this Agreement.

20. Confidentiality

20.1 This document is confidential

Subject to clause 20.2, each party must keep confidential:

- (a) the terms of this Agreement;
- (b) all negotiations between it and the other party in connection with, and all information given to it under, this Agreement; and
- (c) all information in connection with this Agreement of the kind mentioned in section 275(1) of the PPSA.

20.2 Exceptions

- (a) Despite clause 20.1, 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) to its insurers;
 - (iii) with the consent of the party who provided the information, which consent may not be unreasonably withheld;
 - (iv) where the information was already known to it at the time it received it in the manner contemplated by clause 20.1;

- (v) the information is known publicly other than as a consequence of a breach of clause 20.1 by that party;
- (vi) to a bona fide prospective purchaser of:
 - (A) its share capital or of any relevant part of its business undertaking; or
 - (B) the share capital of a holding company of that party;
- (vii) when required by Law (other than section 275(1) of the PPSA) or by the requirements of any stock exchange on which the shares of the party or any of its Related Bodies Corporate are listed;
- (viii) in connection with the refinancing of any debt of that party or of any holding company of that party;
- (ix) to any Related Body Corporate;
- (x) in the case of disclosure by PWC, to any Minister of the Government of the Northern Territory or to any Northern Territory Government Agency;
- (xi) to the Regulator or the Utilities Commission;
- (xii) as necessary to enable a party to claim force majeure under another contract or to enable a party to deal with any claim that it is in breach of another contract; or
- (xiii) as required to discharge a party's obligations under this Agreement or to exercise its rights under this Agreement.

- (b) Except in the case of clause 20.2(a)(iii), clause 20.2(a)(iv), clause 20.2(a)(v) and clause 20.2(a)(vi), a party disclosing Confidential Information under clause 20.2 must use its reasonable endeavours to ensure that the persons to whom it discloses that information undertake to keep the information confidential.

20.3 Announcements

Except for securities exchange announcements required by Law or securities exchange rules, a party must not make any public announcement or issue any media release relating to this Agreement, without the prior written approval of the other party. The parties shall, where appropriate, endeavour to issue joint public announcements and media releases in relation to this Agreement.

Operative Part

21. Miscellaneous

21.1 PWC rights and powers at law

Nothing in this Agreement limits or restricts PWC exercising any powers or rights which PWC has pursuant to Law (including without limitation rights to interrupt or curtail supply of electricity, access rights and rights of entry and to take action to address emergencies).

21.2 Interaction with applicable law

Where a provision of this Agreement is inconsistent with the Law, then the provision of this Agreement prevails but only to the extent permitted by that Law. Otherwise the Law prevails to the extent of the inconsistency.

21.3 Exercise of PWC rights

Unless this Agreement expressly requires otherwise and subject to Law:

- (a) PWC may give or withhold any consent or approval, or exercise any other right, power, authority, discretion or remedy, under or in connection with this Agreement in PWC's absolute discretion; and
- (b) where PWC has the right to approve or consent to a matter of thing under this Agreement, PWC may impose conditions on the approval or consent.

21.4 Waiver

A provision of this Agreement may only be waived by PWC and the Customer by an instrument in writing signed by the authorised officer of each party.

21.5 Entire Agreement

- (a) Subject to the provisions of the Connection Agreement, this Agreement constitutes the full and complete understanding between the parties with respect to the subject matter of this Agreement. There is no other oral understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Agreement or binding on the parties with respect to any of the matters to which this Agreement relates.
- (b) Each of the parties covenants and irrevocably acknowledges that it has not been induced to enter into this Agreement by any statement, warranty, representation, understanding, act, omission, fact, matter, thing or conduct by or on behalf of any person including the other party, other than as expressly recorded in this Agreement.
- (c) The provisions of clause 21.5(a) and clause 21.5(b) will operate and remain in full force and effect, except in the case of fraud by a party to this Agreement.

21. Amendment of Agreement

Any amendments to this Agreement must be in writing and signed by both parties in order to be effective.

21.7 Governing Law and Jurisdiction

This Agreement is governed by the law in force in the Northern Territory, and the parties submit to the exclusive jurisdiction of the courts of, or exercising jurisdiction in, the Northern Territory and warrant that they will not take any objection to the jurisdiction of those Courts on grounds of convenience.

21.8 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

- (a) must be in writing;
- (b) must be addressed as set out in Schedule 1;
- (c) must be signed by the Party making it or (on that Party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by email in accordance with clause 21.9, by hand or posted by prepaid priority post to the address, or sent by fax to the number, of the addressee; and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third Business Day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the tenth Business Day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day ("business day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

21.9 Notices sent by email

- (a) Any communications may be sent by email:
 - (i) to the relevant email address set out in Schedule 1 or the email address last notified by the intended recipient to the sender; and
 - (ii) where the sender keeps an electronic or printed copy of the communication.
- (b) A communication sent under clause 21.9(a) will be taken to be duly received:

Operative Part

- (i) on return of a receipt produced by the system to which the email was sent which indicates that the email was sent to the email address of the recipient; or
- (ii) where no return receipt is produced by the recipient's email system and the sender has not otherwise received a notification that the email was unable to be delivered, by the end of the day the email was sent if prior to 5pm on a Business Day and otherwise the next Business Day.

21.10 Further assurance

Each party agrees, at its own expense, on the request of the other party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including, but not limited to, the execution of further documents.

21.11 Merger

The warranties, undertakings and indemnities in this Agreement do not merge on termination of this Agreement.

21.12 Remedies

The rights, powers and remedies provided in this Agreement are cumulative with, and not exclusive of, the rights, powers or remedies provided by Law independently of this Agreement.

21.13 Costs

Each party is responsible for its own costs in relation to the negotiation, preparation, execution and performance of this Agreement, except to the extent this Agreement provides otherwise.

21.14 Duty

Except where expressly provided otherwise in this Agreement, the Customer must pay any duty (including, to the extent permitted by law, any fine or penalty) payable in respect of this Agreement, any document executed under it or any dutiable transaction evidenced, effected or required in connection with it. If a party other than the Customer pays any duty payable by the Customer under this clause 21.14, the Customer must pay that amount to the paying party on demand.

21.15 Indemnities

Unless this Agreement provides otherwise:

- (a) each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement;
- (b) it is not necessary for a party to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement; and
- (c) the making of a claim by a party under an indemnity contained in this Agreement in respect of a particular event does not preclude that party from subsequently making further claims under that indemnity in respect of the same event.

21.16 Severance

If a provision of this Agreement would, but for this clause 21.16, be void, unenforceable or illegal in a jurisdiction:

- (a) the provision is read down to the extent necessary to avoid that result; and
- (b) if the provision cannot be read down, to that extent, it is severed in that jurisdiction,

without affecting the validity and enforceability of that provision in any other jurisdiction or any other provisions of this Agreement. This clause 21.16 has no effect if its operation alters the basic nature of this Agreement or is contrary to public policy.

21.17 Accrued rights

Termination or expiry of this Agreement for any reason does not affect the accrued rights of the parties under it.

21.18 Clauses surviving termination

Clauses 2.5, 7, 12, 13, 17, 19, 20, and 21 survive termination or expiry of this Agreement as do any other clauses that are by their nature intended to survive the termination or expiry of this Agreement.

21.19 Counterparts

This Agreement may be executed in counterparts which together constitute one instrument but is not effective until each party has executed at least one counterpart and the counterparts have been exchanged. Each party consents to the exchange of counterparts by facsimile, email or other electronic means.

21.20 Authority of signatory

Each person, who executes this Agreement on behalf of a party under a power of attorney or other authority, declares and warrants that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that authority.

Execution

Executed as a deed

**The common seal of Power and Water Corporation
ABN 15 947 352 360** was affixed in accordance with
its constitution in the presence of:

Signature

Signature

Full name (BLOCK LETTERS)

Full name (BLOCK LETTERS)

Position

Position

Executed by [Insert name and ABN of
Customer] in accordance with section 127
of the Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Secretary

Full name
(BLOCK LETTERS)

Full name
(BLOCK LETTERS)

Schedule 1 Contract Particulars

Table 1 Conditions

Condition	Party Responsible for Satisfying	Party for whose benefit Condition is included	Date for Satisfaction

[Note – Conditions may include agreement on any necessary amendment to Connection Agreement to reflect relocation of assets if not agreed prior to execution of this Deed]

Table 2 Required Land Access Rights

Right	Description

Table 3 Other Particulars

Current Site	
Relocation Site	
Connection Agreement	[Insert title and date]
Other Conditions to PWC Works (see clause 3.2(a)(v))	
Period for satisfying Conditions to PWC Works (see clause 3.2(b))	
Approvals to be obtained by PWC (see clause 4(a))	
Time Period for Completion of PWC Works (see clause 5(a))	
Force Majeure Long Stop Date (see clause 11(a)(iv))	
PWC Limit of Liability (see clause 17.6)	

Schedule 1 Contract Particulars

Table 4 Insurance Requirements

Type of Insurance	Limits of Indemnity	Other Requirements

Table 5 PWC Notice Details

Delivery Address	
Postal Address	
Email	
Facsimile	

Table 6 Customer Notice Details

Delivery Address	
Postal Address	
Email	
Facsimile	

Schedule 2 Charges and Payment Dates

1. Initial Relocation Works Payment

2. Amount of Charges

[Insert mechanism for determining charges/costs

This will vary depending on the scale, type and nature of relocation work required]

Schedule 3 Customer Works

[Insert description of Customer Works and specify any Preliminary Customer Works, being those which Customer must complete before PWC will undertake any PWC Works.

Include any additional clauses required to regulate undertaking of the Customer Works - these will vary depending on the extent, type and complexity of the Customer Works]

Schedule 4 PWC Works

[Include description of PWC Works.

Also include description of period for which PWC Works will require an interruption/
curtailment in services under the Connection Agreement see clause 10(a)]