

South East Australia Gas Pty Ltd

ABN 73 096 437 900

as agent for and on behalf of the SEA Gas Partnership (ABN 81 366 072 976), a partnership of:

APT SPV2 Pty Ltd (ACN 095 483 453)

APT SPV3 Pty Ltd (ACN 095 483 462)

ANP SEA Gas SPV2 Pty Ltd (ACN 099 332 368)

ANP SEA Gas SPV3 Pty Ltd (ACN 099 332 395)

REST SEA Gas SPV1 Pty Ltd (ACN 095 483 444)

REST SEA Gas SPV2 Pty Ltd (ACN 099 332 331)

[Insert Interconnecting Party]

Interconnection Agreement

Contents

1	Defined Terms	5
1.1	Definitions	5
1.2	Interpretation	10
2	Commencement and Term	12
2.1	Conditions	12
2.2	Responsibility for Satisfying	12
2.3	Benefit of Conditions	12
2.4	Effect of Satisfaction or Waiver	13
2.5	Notification	13
2.6	Termination	13
3	Overview of works	13
3.1	Interconnecting Party's Works	13
3.2	SEA Gas Works	13
3.3	Asset Ownership	14
4	Interconnecting Party's Facility and Other Works – General Matters	14
4.1	WUC	14
4.2	Performance Criteria	14
4.3	Supply of all Matters Required for WUC	14
4.4	Variations	14
4.5	Program of Works	14
4.6	No Reliance	15
5	Design	15
5.1	Standards of Documents	15
5.2	Approval of Design Documents	15
5.3	Works to be in accordance with Design Documents	16
6	Construction	16
6.1	Commencement of Construction	16
6.2	Information	16
7	Inspection and Testing	16
7.1	Inspection	16
7.2	Tests	17
8	SEA Gas Works	17
8.1	Standards	17
8.2	Completion of SEA Gas Works	17
8.3	Delays	18
9	Commissioning	18
9.1	Commissioning Plan	18
9.2	Commissioning Procedure	19

10	Completion	19
10.1	Notification of Impending Completion	19
10.2	Request to issue Certificate of Completion	19
11	Termination Prior to Completion	20
11.1	Application	20
11.2	Termination – No Connection	20
11.3	Termination by SEA Gas for Interconnecting Party default	20
11.4	Termination by Interconnecting Party for SEA Gas default	20
11.5	Effect of Termination	21
11.6	Termination Payment	21
11.7	Survival	21
12	Security	21
12.1	Provision of Security	21
12.2	Purpose of Security	21
12.3	Recourse to Security	21
12.4	No Injunction	22
12.5	Replacement of Security	22
12.6	Release of Security	22
13	Safety	23
13.1	Health and Safety Plan	23
13.2	Compliance with Safety Laws	23
13.3	Risk Assessment	23
13.4	Control	24
14	Insurance	24
14.1	Interconnecting Party Insurance	24
14.2	Insurance does not Limit Contractual Responsibilities	24
14.3	No Act or Omission that may Prejudice Insurance	24
14.4	Interconnecting Party’s Failure to Insure	25
14.5	Notification	25
14.6	SEA Gas Insurance Required	25
15	Operations and Maintenance	26
15.1	Consent to Connection	26
15.2	Standards	26
15.3	Modifications	26
15.4	Access	26
15.5	Emergency Access	26
15.6	Conditions of Access	27
15.7	Coordination of Maintenance and Repairs	27
15.8	Power, Utilities and Data Feeds	27
15.9	Quantity and Quality Metering	27
15.10	Responsibility for Gas	28
16	Interconnecting Party Obligations	28

16.1	Technical Specifications and Performance Criteria	28
16.2	Information	28
16.3	Testing and Inspection	28
17	Connection Point	29
17.1	Meaning of Close	29
17.2	Connection Point to Remain Open	29
17.3	Closure during period in which no Haulage Agreement	29
17.4	Closure pursuant to a Haulage Agreement or delivery arrangement	29
17.5	Closure due to failure to comply with Gas Specification	29
17.6	Closure for Maintenance	29
17.7	Closure due to an Emergency	30
17.8	Notification and Requirement to Reopen	30
18	Connection Costs	30
18.1	Connection Fee	30
18.2	Payment	31
19	Default and Termination	31
19.1	Notice of Default	31
19.2	No Termination	31
19.3	Removal of Facilities	31
19.4	Decommissioning	31
20	Liability	32
20.1	Nature of Obligations under this Agreement	32
20.2	Limitation of Liability	32
20.3	Release and Indemnity	33
21	Assignment	34
21.1	Restriction on SEA Gas Assignment	34
21.2	Restriction on the Interconnecting Party Assignment	34
21.3	Assignment of Partnership Interests	34
21.4	Assignment as Security	35
21.5	Sub-Contracting	35
22	Confidentiality	35
22.1	Confidential Information	35
22.2	Permitted Disclosure	35
23	GST	36
23.1	GST Gross-Up	36
23.2	GST Invoice	36
23.3	Payment	36
23.4	Reimbursements	36
23.5	Adjustments	37
23.6	Definitions	37
24	Dispute Resolution	37

24.1	Limitation on Legal Proceedings	37
24.2	Notice of Dispute	37
24.3	Proceedings	37
24.4	Meaning of Financial Dispute or Technical Dispute	37
24.5	Reference to Independent Expert	38
24.6	Qualifications of Independent Expert	38
24.7	Presentation of Evidence	38
24.8	Role of Independent Expert	38
24.9	Determination	38
24.10	Costs	38
24.11	Resolution Institutes Rules	39
24.12	Obligations not Affected	39
24.13	Injunctive or Declaratory Relief	39
25	Stamp Duty	39
25.1	Stamp Duty	39
25.2	Survival	39
26	Notices	39
26.1	Form of Notices	39
26.2	Email communications	39
26.3	Time of receipt	40
27	Miscellaneous	40
27.1	Governing Law	40
27.2	No Waiver	40
27.3	Further Assurances	40
27.4	Counterparts	40
27.5	Entire Agreement	40
27.6	Amendments	40
27.7	Costs	41
27.8	Warranties	41
Execution		42
Schedule 1 – Contract Particulars		43
Schedule 2 – Interconnecting Party Works		44
Schedule 3 – The SEA Gas Works		48
Schedule 4 – Connection Fee		49
Schedule 5 – Specification		50
Schedule 6 – Metering and Gas Transmission Data		51

Interconnection Agreement

Date

Parties

1 South East Australia Gas Pty Ltd (ABN 73 096 437 900) (SEA Gas)

Address: Level 5, 57 Wyatt Street, Adelaide SA 5000

Email: secretariat@seagas.com.au

Contact: Company Secretary

as agent for and on behalf of the SEA Gas Partnership (ABN 81 366 072 976), a partnership of:

APT SPV2 Pty Ltd (ACN 095 483 453); and

APT SPV3 Pty Ltd (ACN 095 483 462);

ANP SEA Gas SPV2 Pty Ltd (ACN 099 332 368); and

ANP SEA Gas SPV3 Pty Ltd (ACN 099 332 395);

REST SEA Gas SPV1 Pty Ltd (ACN 095 483 444); and

REST SEA Gas SPV2 Pty Ltd (ACN 099 332 331).

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

Address: [Address]

Email: [Email]

Contact: [Contact person]

Recitals

A SEA Gas owns and operates the SEA Gas Pipeline.

B The Interconnecting Party wishes to connect a facility to the SEA Gas Pipeline.

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

Operative part

1 Defined Terms

1.1 Definitions

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

Acceptable Security Provider means a financial institution:

(a) holding a current licence issued by the Australian Prudential Regulation Authority; and

(b) that has a Credit Rating of at least A- (Standard & Poor's) or A3 (Moody's Investor Service).

Agreement means the contract constituted by this document.

Assets means:

(a) in respect of the Interconnecting Party, the Interconnecting Party Assets; and

(b) in respect of SEA Gas, the SEA Gas Works.

Australian Standards means the standards published by Standards Australia.

Authorisations means any licence, permit, consent, certificate, approval or other form of authorisation required to be obtained pursuant to Law to perform an act or discharge an obligation under this Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in Adelaide, South Australia.

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

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

Commissioning Plan means a plan for commissioning the Interconnecting Party Works and the SEA Gas Works and dealing with the matters in clause 9.1(b).

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

(a) the Interconnecting Party Works are complete in accordance with this Agreement;

(b) all tests and inspections required by this Agreement as a condition to Completion, or by Law as a condition to the Facility being able to operate, have been carried out and passed;

(c) all Authorisations required for the use, operation and maintenance of the Interconnecting Party Works have been obtained and provided to SEA Gas; and

(d) all documentation required to be provided to SEA Gas as a condition to Completion has been provided to SEA Gas and, where required by this Agreement, approved by SEA Gas (which approval will not be unreasonably withheld or delayed).

Conditions is defined in clause 2.1(b).

Connection Point means the point of connection between the Facility and the SEA Gas Pipeline.

Consequential Loss means each of the following forms of loss:

(a) consequential loss;

(b) special loss;

(c) indirect loss;

(d) loss of revenue;

(e) loss of profit;

(f) loss of use;

- (g) loss of opportunity; or
- (h) loss of contract (other than this contract).

Contract Particulars means the particulars set out in Schedule 1.

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

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

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

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

Emergency means an event or situation:

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

Facility means the facility specified in Schedule 2.

[Drafting Note: If the Interconnecting Party is building a major facility (e.g. extensive pipeline, power station, gas storage facility, then definition of Facility for the purposes of this Agreement may be confined to the part relevant to the interconnection]

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

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

Gas means [].

Gas Specification means [].

Good Industry Practice mean the practices, methods and acts that would reasonably be expected from experienced and competent persons engaged in the gas industry in Australia, acting with all due skill, diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced

professional engineers and operators engaged in the same type of activities under the same or similar circumstances and conditions. It includes (but without limitation) complying with:

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

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

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

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

Haulage Agreement means an in force agreement between the parties or a party and another person for the transportation of gas through the SEA Gas Pipeline.

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

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

- (f) the person becomes, admits in writing that it is, is declared or is deemed under any applicable Law to be, insolvent or unable to pay its debts; or
- (g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of the person which is material in the context of this Agreement (and which is not withdrawn or dismissed within 15 Business Days),

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

Interconnecting Party Assets means the Facility and the Other Works.

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

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

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

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

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

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

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

Interconnection Facilities means the Other Works and the SEA Gas Works.

Laws means:

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

Other Works has the meaning given to that term in Schedule 2.

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

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

SEA Gas Haulage Agreement means a contract between SEA Gas and a person for transportation of Gas in the SEA Gas Pipeline.

SEA Gas Construction Liability Cap means the amount described as such in the Contract Particulars.

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

SEA Gas Pipeline means [].

SEA Gas Works means the works (if any) described as such in Schedule 3 .

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

Security Amount is specified in the Contract Particulars.

Security Invalidation Event means one of the following:

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

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

- (a) is for the Security Amount;
- (b) is issued by an issuer who is an Acceptable Security Provider;
- (c) specifies a location within Adelaide, South Australia or Melbourne, Victoria where demand may be given and where payment will be made by the issuer on receipt of the demand; and
- (d) is in a form acceptable to SEA Gas (acting reasonably).

Specification means the specification set out in Schedule 5.

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

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

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

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

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

1.2 Interpretation

In this Agreement, unless a contrary intention appears:

- (a) words or expressions importing the singular include the plural and vice versa and words or expressions importing a gender include the other gender;
- (b) words or expressions denoting individuals include corporations, firms, unincorporated bodies, partnerships, joint ventures, government authorities and instrumentalities;
- (c) a reference to a party includes that party's successors and permitted assigns;
- (d) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (e) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Agreement;
- (f) a provision of this Agreement will not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (g) a reference to this Agreement or another agreement includes that agreement as amended, varied, novated, supplemented or replaced from time to time;
- (h) a reference to legislation or a provision of legislation includes:
 - (i) all regulations, orders or instruments issued under the legislation or provision;
and
 - (ii) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (i) any schedule or annexure forms part of this Agreement and has effect as if set out in full in the body of this Agreement;
- (j) a reference to **dollars** or **\$** is a reference to Australian dollars;
- (k) a reference to time is to the time in South Australia;
- (l) references to **day**, **month**, **quarter** and **year** mean a calendar day, month, quarter and year respectively;
- (m) references to **include** and **including** are to be construed without limitation;
- (n) all numerical information used and calculations made under this Agreement will be, as far as practicable, to an accuracy of 4 decimal places, or such greater accuracy as may be necessary to ensure that financial calculations are correct to the nearest cent;
- (o) all references to units of measurement are references to the units of measurement defined in or for the purposes of the *National Measurement Act 1960* (Cth);
- (p) a period of time:
 - (i) expressed to commence before or after a given day, or before or after the day of an act or event, is to be calculated exclusive of that day; and
 - (ii) a period of time expressed to commence on a given day, or on the day of an act or event, is to be calculated inclusive of that day.

2 Commencement and Term

2.1 Conditions

- (a) The commencement of this Agreement, other than clauses 1, 20, 21, 22, 23, 24, 25, 26, 27 and this clause 2, which clauses commence upon the execution of this Agreement, is subject to, and this Agreement does not become binding unless and until, the satisfaction or waiver of the Conditions.
- (b) The Conditions are:
 - (i) SEA Gas has acquired, on terms acceptable to SEA Gas acting reasonably, [*insert description of leases/easements to be acquired by SEA Gas*];
 - (ii) SEA Gas has acquired, on terms acceptable to SEA Gas acting reasonably, all Authorisations to undertake the SEA Gas Works;
 - (iii) [*other Conditions to be inserted on case by case basis, including Conditions for the benefit of the Interconnecting Party*]

2.2 Responsibility for Satisfying

- (a) Each party must use reasonable endeavours to procure the satisfaction of the Conditions referred to in clause [] as soon as is reasonably practicable after the execution of this Agreement.
- (b) SEA Gas must use reasonable endeavours to procure the satisfaction of the Conditions referred to in clause [] as soon as is reasonably practicable after the execution of this Agreement provided that nothing in this clause 2.2(b) requires SEA Gas to agree to terms of an Authorisation, lease or easement if those terms are not acceptable to SEA Gas acting reasonably.
- (c) The Interconnecting Party must use reasonable endeavours to procure the satisfaction of the Conditions referred to in clause [] as soon as is reasonably practicable after the execution of this Agreement.
- (d) Each party must provide the other party with such assistance as the other party may reasonably require to enable that other party to satisfy any Condition it is responsible for satisfying.
- (e) In determining whether the terms of an Authorisation, lease or easement are reasonably acceptable to it, SEA Gas may have regard, without limitation, to the terms upon which it ordinarily obtains such an Authorisation, lease or easement.

2.3 Benefit of Conditions

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

2.4 Effect of Satisfaction or Waiver

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

2.5 Notification

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

2.6 Termination

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

3 Overview of works

3.1 Interconnecting Party's Works

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

- (a) The Facility; and
- (b) the other works (if any) described in Schedule 2 (**Other Works**).

[Drafting Note: the Other Works are the part of the interconnection to be constructed by the Interconnecting Party. The extent of these works will depend upon the option the Interconnecting Party selects under rule 38(1)]

3.2 SEA Gas Works

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

[Drafting Note: the SEA Gas Works are the part of the interconnection to be constructed by SEA Gas. The extent of these works will depend upon the option the Interconnecting Party selects under rule 38(1)]

3.3 Asset Ownership

As between SEA Gas and the Interconnecting Party:

- (a) SEA Gas will own the SEA Gas Pipeline and the SEA Gas Works; and
 - (b) the Interconnecting Party will own the Facility and the Other Works.
-

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

4.1 WUC

The Interconnecting Party must undertake the WUC in accordance with:

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

4.2 Performance Criteria

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

4.3 Supply of all Matters Required for WUC

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

4.4 Variations

The Interconnecting Party must not make any material variations to:

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

without the consent of SEA Gas (which consent may not be unreasonably withheld or delayed) or in any event, in a manner that would cause the Facility or Other Works to fail to comply with the requirements of this Agreement (including the specifications and performance criteria set out in Schedule 2).

4.5 Program of Works

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

4.6 No Reliance

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

5 Design

5.1 Standards of Documents

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

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

5.2 Approval of Design Documents

- (a) The Interconnecting Party must submit to SEA Gas for approval each Design Document which the Specification provides requires the approval of SEA Gas and any other Design Document nominated by SEA Gas from time to time. Design Documents must be submitted for approval at the time set out in the Specification. If there is no time set out in the Specification, Design Documents must be submitted for approval at the time directed by SEA Gas acting reasonably.
- (b) One copy of each Design Document is to be submitted, unless the Specification or SEA Gas specifies that a different number of Design Documents is to be submitted. Design Documents must be provided in electronic and/or hard copy, and in a format, as requested by SEA Gas.
- (c) SEA Gas will either approve a Design Document or notify the Interconnecting Party of the changes required to it for the purposes of ensuring the Design Document's appropriateness and consistency with the requirements of this Agreement and the requirements of the SEA Gas Pipeline.
- (d) Where the Interconnecting Party receives a notice to amend a Design Document it must so amend the Document and resubmit it to SEA Gas for approval.
- (e) No approval of a Design Document, or direction to amend a Design Document, relieves the Interconnecting Party of its obligations under this Agreement.

5.3 Works to be in accordance with Design Documents

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

6 Construction

6.1 Commencement of Construction

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

- (a) any Security required by clause 12 has been provided to SEA Gas;
- (b) it has provided SEA Gas with a draft Program of Works and SEA Gas has approved that Program of Works (which approval will not be unreasonably withheld);
- (c) any Design Documents required to be approved under clause 5.2 have been approved; and
- (d) it has provided to SEA Gas any other document required by the Specification or Schedule 2 as a condition to commencement of construction (and where required by the Specification or Schedule 2 that document has been approved by SEA Gas (which approval will not be unreasonably withheld)).

6.2 Information

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

7 Inspection and Testing

7.1 Inspection

- (a) Such employees or other contractors of SEA Gas as SEA Gas may nominate for the purpose may have such access to the Interconnecting Party Works and the Goods used to undertake, or to form part of, the Interconnecting Party Works from time to time as reasonably required to:
 - (i) assess whether the Interconnecting Party is complying with this Agreement; and
 - (ii) enable SEA Gas to exercise its rights under this Agreement.

- (b) The Interconnecting Party must provide all reasonable assistance to facilitate any such inspection.
- (c) SEA Gas may direct that any part of the Interconnecting Party Works not be covered up or made inaccessible until such time as SEA Gas has had an opportunity to inspect it or carry out tests in respect of it.

7.2 Tests

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

8 SEA Gas Works

8.1 Standards

SEA Gas must design, construct, install and commission the SEA Gas Works in accordance with:

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

8.2 Completion of SEA Gas Works

Without limiting clause 8.3, SEA Gas will use its reasonable endeavours to complete the SEA Gas Works by the later of:

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

8.3 Delays

- (a) The undertaking of the SEA Gas Works may (without limitation) be delayed by the following matters and SEA Gas is not liable for any delay caused by such matters:
- (i) the Interconnecting Party's failure to comply with the Agreement;
 - (ii) Force Majeure;
 - (iii) delays caused by any suppliers of Goods or services to SEA Gas (but excluding any delay caused by SEA Gas's failure to act in accordance with Good Industry Practice);
 - (iv) if emergencies or other events adversely impact the SEA Gas Pipeline and, as a prudent pipeline operator, SEA Gas diverts resources to address those events (but excluding an emergency or event caused by SEA Gas's failure to act in accordance with Good Industry Practice);
 - (v) delays caused by third parties including Government Agencies or operators of other infrastructure (for example roads or telecommunications infrastructure) but excluding any delays caused by SEA Gas's failure to act in accordance with Good Industry Practice; or
 - (vi) any health and safety incident or issue, which SEA Gas considers (having regard to safety Laws) requires a suspension to the SEA Gas Works or which otherwise delays the SEA Gas Works, but excluding any health and safety incident or issue caused by SEA Gas's failure to act in accordance with Good Industry Practice.
- (b) In the case of delays referred to in clause 8.3(a)(ii) to 8.3(a)(vi), SEA Gas will take reasonable steps to overcome the delay but is not required to apply additional resources to the SEA Gas Works than those which were planned to be applied prior to the delay. Further SEA Gas has no obligation to undertake work outside the hours of 6.00am to 6.00pm on Business Days to overcome or mitigate the extent of any delay which has occurred.
- (c) The date by which SEA Gas must complete the SEA Gas Works will be extended by SEA Gas as reasonably required to reflect the delay caused to SEA Gas by the events and circumstances in clause 8.3(a). SEA Gas will notify the Interconnecting Party of any extension to that date due to events and circumstances in clause 8.3(a) once SEA Gas, acting reasonably, has been able to determine the period of that extension.

9 Commissioning

9.1 Commissioning Plan

- (a) By the time specified in the Program of Works the Interconnecting Party must submit to SEA Gas for approval a Commissioning Plan.
- (b) The Commissioning Plan will set out the steps required to efficiently and safely commission the Interconnecting Party Works, including all commissioning tests required, all documentation to be prepared to document the commissioning activities undertaken and results of tests and all Goods, services and labour required to undertake the commissioning. The content of the Commissioning Plan will be determined having regard to the requirements of the Specification and Good Industry Practice and must include anything referred to in Schedule 2.

- (c) SEA Gas will either approve the Commissioning Plan or notify the Interconnecting Party of the changes required to it to ensure the plan is appropriate for its purposes.
- (d) Where the Interconnecting Party receives a notice to amend the Commissioning Plan it must so amend the Commissioning Plan and resubmit it to SEA Gas for approval in accordance with this clause 9.
- (e) No approval of the Commissioning Plan, or direction to amend the Commissioning Plan, relieves the Interconnecting Party of its obligations under this Agreement.

9.2 Commissioning Procedure

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

10 Completion

10.1 Notification of Impending Completion

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

10.2 Request to issue Certificate of Completion

- (a) Where the Interconnecting Party considers the Interconnecting Party Works have achieved Completion, the Interconnecting Party may request SEA Gas to issue a Certificate of Completion. Such request must be accompanied by all necessary documentation to substantiate that Completion has been achieved and all documentation which Schedule 2 or the Specification provides is a condition to Completion.
- (b) On receipt of such a request, SEA Gas will inspect the Interconnecting Party Works and either:
 - (i) issue a Certificate of Completion if it appears to SEA Gas that the Interconnecting Party Works have achieved Completion; or
 - (ii) if SEA Gas does not agree the Interconnecting Party Works have achieved Completion, notify the Interconnecting Party of the reasons why and setting out the defects and deficiencies in the Interconnecting Party Works required to be corrected by the Interconnecting Party or other pre-requisites to Completion not yet satisfied by the Interconnecting Party.

- (c) The Interconnecting Party must as soon as possible rectify any issues notified to it in accordance with this clause 10.2. Upon doing so, the Interconnecting Party may again request SEA Gas to issue a Certificate of Completion and the procedures set out above will apply.
 - (d) The issue of a Certificate of Completion does not limit any rights or remedies SEA Gas may have against the Interconnecting Party because of a failure by the Interconnecting Party to undertake the WUC in accordance with the requirements of this Agreement and is not a certification that the Interconnecting Party Works meet the requirements of this Agreement.
-

11 Termination Prior to Completion

11.1 Application

This clause 11 will cease to apply once Completion has been achieved.

11.2 Termination – No Connection

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

11.3 Termination by SEA Gas for Interconnecting Party default

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

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

11.4 Termination by Interconnecting Party for SEA Gas default

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

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

11.5 *Effect of Termination*

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

11.6 *Termination Payment*

If this Agreement terminates after the Commencement Date (other than pursuant to clause 11.4), the Interconnecting Party must pay the Termination Payment to SEA GAS within 30 days of receipt of an invoice from SEA GAS for that Termination Payment.

11.7 *Survival*

This clause 11 will survive termination of this Agreement.

12 *Security*

12.1 *Provision of Security*

- (a) Subject to clause 12.1(b), upon the Commencement Date, the Interconnecting Party must provide the Security to SEA Gas.
- (b) The Interconnecting Party is not required to provide the Security during any period in which:
 - (i) it has an Acceptable Credit Rating; or
 - (ii) its obligations under this Agreement are guaranteed, on terms acceptable to SEA Gas, by a party with an Acceptable Credit Rating; or
 - (iii) it has financial substance sufficient such that SEA Gas is satisfied, acting reasonably, that it is able to satisfy its obligations under this Agreement.

12.2 *Purpose of Security*

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

12.3 *Recourse to Security*

SEA Gas is entitled to have recourse to the Security (including converting Security into money) to recover:

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

12.4 No Injunction

- (a) The Interconnecting Party must not take any steps to injunct or otherwise restrain:
 - (i) the issuer of any Security from paying SEA Gas under that Security;
 - (ii) SEA Gas from taking any steps for the purposes of making a demand under any Security or receiving payment under any Security; or
 - (iii) SEA Gas using the money received under any Security.
- (b) Each Security held or utilised by SEA Gas in accordance with this clause 12 is not held by SEA Gas as trustee and the Interconnecting Party will have no beneficial interest in any Security or the proceeds of any Security. SEA Gas is not obliged to invest any proceeds or to account for any advantage derived from holding or retaining such proceeds or to hold such proceeds in a separate or particular account. Any interest earned on any Security or the proceeds of any Security will be to the benefit of SEA Gas.

12.5 Replacement of Security

- (a) If SEA Gas draws upon the Security then the Interconnecting Party must within 5 Business Days of the Security being drawn upon provide replacement Security to SEA Gas, complying with the requirements of this Agreement, so that the total value of the Security held by SEA Gas equals the Security Amount.
- (b) If a Security has an expiry date then the Interconnecting Party must ensure that no later than 15 Business Days prior to that expiry date the Security is replaced with a new Security (complying with the requirements of this Agreement) and with an expiry date at least 6 months after then the current date for Completion shown in the Program of Works.
- (c) If a Security Invalidation Event occurs in respect of a Security, the Interconnecting Party must, within 5 Business Days of that event, provide replacement Security, complying with the requirements of this Agreement, so that SEA Gas holds Security in the amount equal to the Security Amount.
- (d) If the Interconnecting Party fails to comply with clause 12.5(a), clause 12.5(b) or clause 12.5(c), SEA Gas may make a demand on and convert to cash the entire amount of the existing Security at any time after the replacement Security is due to be provided and may hold such cash until such time as the Interconnecting Party provides replacement Security complying with the requirements of this Agreement. SEA Gas may utilise the proceeds held by it to recover any amounts referred to in clause 12.3.

12.6 Release of Security

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

[Drafting Note: This template assumes Security is only required during the construction phase. Security may be required during the operational phase depending on the financial substance of the Interconnecting Party]

13 Safety

13.1 Health and Safety Plan

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

13.2 Compliance with Safety Laws

The Interconnecting Party must:

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

13.3 Risk Assessment

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

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

13.4 Control

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

14 Insurance

14.1 Interconnecting Party Insurance

- (a) The Interconnecting Party will effect and maintain current, with a major insurance company authorised to carry on insurance business in Australia from the commencement of the construction of the Interconnecting Party Works until Completion, the following insurance policies:
- (i) workers compensation insurance to the extent required by the law of the State in which the Interconnecting Party Works are being undertaken;
 - (ii) third party public liability and product liability insurance covering liability to any third party for death or bodily injury (including illness) and loss of, or damage to, property arising out of anything done or omitted to be done by the Interconnecting Party for a liability of not less than \$20,000,000 for any one incident;
 - (iii) motor vehicle compulsory third party bodily injury insurance as required by Law for all vehicles being the responsibility, or the property, of Interconnecting Party and used in connection with the WUC together with third party property damage insurance covering all such vehicles for a liability of not less than \$10,000,000 for any one incident;
 - (iv) contracts works insurance in an amount not less than the aggregate cost of design, construction and commissioning of the Interconnecting Party Works; and
 - (v) any other insurance required by the Contract Particulars.
- (b) The Interconnecting Party must, if requested by SEA Gas, provide SEA Gas with certificates of currency for the insurances referred to in clause 14.1(a).
- (c) If the Interconnecting Party subcontracts any part of the construction and commissioning of the Interconnecting Party Works, it must ensure that each of its Subcontractors involved in that construction or commissioning effects and maintains, until Completion, insurance of the type and with the limits referred to in clause 14.1(a)(i) to 14.1(a)(iii).

14.2 Insurance does not Limit Contractual Responsibilities

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

14.3 No Act or Omission that may Prejudice Insurance

The Interconnecting Party must not commit, and must ensure its Subcontractors do not commit, any act or omission which is in contravention of an insurance policy maintained by the Interconnecting

Party or a Subcontractor or which may result in that insurance policy becoming void or voidable or which may result in the insurer refusing liability under the policy.

14.4 Interconnecting Party's Failure to Insure

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

14.5 Notification

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

14.6 SEA Gas Insurance Required

- (a) If SEA Gas is to undertake SEA Gas Works, then SEA Gas will effect and maintain current, with a major insurance company authorised to carry on insurance business in Australia, from the commencement of the SEA Gas Works until they are completed, the following insurance policies:
 - (i) workers compensation insurance to the extent required by South Australian law;
 - (ii) third party public liability and product liability insurance covering liability to any third party for death or bodily injury (including illness) and loss of, or damage to, property arising out of anything done or omitted to be done by SEA Gas for a liability of not less than \$20,000,000 for any one incident;
 - (iii) motor vehicle compulsory third party bodily injury insurance as required by Law for all vehicles being the responsibility, or the property, of SEA Gas and used in connection with the construction and commissioning of the SEA Gas Works together with third party property damage insurance covering all such vehicles for a liability of not less than \$10,000,000 for any one incident; and
 - (iv) any other insurance required by the Contract Particulars.
- (b) SEA Gas must, if requested by the Interconnecting Party, provide the Interconnecting Party with certificates of currency for the insurances referred to in clause 14.6(a).
- (c) If SEA Gas subcontracts any part of the construction and commissioning of the SEA Gas Works, it must ensure that each of its subcontractors involved in that construction or commissioning effects and maintains, until completion of the SEA Gas Works, insurance of the type and with the limits referred to in clause 14.6(a)(i) to 14.6(a)(iii).

[Drafting Note: The Interconnecting Party may be required to maintain insurance during the operational stage, depending on its financial standing]

15 Operations and Maintenance

15.1 Consent to Connection

Subject to the Interconnecting Party's compliance with this Agreement, SEA Gas consents to the Interconnecting Party Assets connecting, from Completion, to the SEA Gas Pipeline at the Connection Point.

15.2 Standards

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

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

15.3 Modifications

- (a) A party must not modify or alter its Assets except with the other party's prior written consent. The other party must not unreasonably withhold or delay that consent or give such consent on unreasonable conditions.
- (b) Clause 15.3(a) does not prevent a party replacing parts of the Assets as part of routine maintenance, or if those parts have been damaged, with like for like parts or with upgraded parts (provided that the Assets continue to comply with this Agreement).

15.4 Access

- (a) If a party requires access (including access for its employees, agents and contractors) to the Assets of the other party (**Operator**), then it must serve written notice on the Operator requesting such access.
- (b) The Operator may not unreasonably withhold or delay its consent to any request made under clause 15.4(a) and must grant that consent on reasonable terms.
- (c) This clause 15.4 does not apply to a party exercising a right of access under clause 15.5.

15.5 Emergency Access

- (a) Each party grants to the other party (including its employees, agents and contractors) such access its Assets (including the premises upon which those Assets are located) as is reasonably required to prevent, or mitigate the effects of, an Emergency.
- (b) A party exercising a right of access under clause 15.5(a) must:
 - (i) telephone the other party as soon as possible to notify it of the Emergency;
 - (ii) to the extent practicable, having regard to the nature of the Emergency, provide as much notice to the other party as practicable of its intention to exercise that right of access, and use its reasonable endeavours to minimise any interference to the Assets of the other party;
 - (iii) exercise its rights of access in accordance with Good Industry Practice; and

- (iv) within a reasonable time of request, provide a written report to the other party describing in reasonable detail:
 - (A) the nature of the Emergency;
 - (B) the steps taken by the party to address the Emergency; and
 - (C) any action taken in relation to the other party's Assets.

15.6 Conditions of Access

A party exercising a right of access under clause 15.4 or clause 15.5 must comply with:

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

15.7 Coordination of Maintenance and Repairs

- (a) Each party will:
 - (i) advise and, where practicable, endeavour to coordinate, the times at which maintenance or repair of its Assets is undertaken; and
 - (ii) advise the other party prior to carrying out maintenance or repair which has the potential to impact the normal operation of the other party's equipment or Assets (except in the case of an Emergency, where prior notice of works is not practical),so as to:
 - (iii) minimise the extent of or potential for interruption in the delivery of Gas;
 - (iv) minimise the potential for equipment to operate outside of normal operating/design parameters;
 - (v) avert unintentional tripping of alarms; and
 - (vi) enable the other party to be alert in the event of an alarm or other abnormality.
- (b) In the case of scheduled maintenance, a party will use its reasonable endeavours to provide at least 14 days' notice under clause 15.7(a).

15.8 Power, Utilities and Data Feeds

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

15.9 Quantity and Quality Metering

The parties must comply with their respective obligations under Schedule 6.

15.10 Responsibility for Gas

- (a) The Interconnecting Party has no responsibility or liability whatsoever for any Gas prior to its delivery to the Connection Point on account of anything which may be done, happen or arise with respect to that Gas prior to delivery to the Connection Point.
- (b) SEA Gas has no responsibility or liability whatsoever for any Gas after its delivery to the Connection Point on account of anything which may be done, happen or arise with respect to that Gas after delivery to the Connection Point.

[Drafting Note: Assumes Interconnecting Party is receiving Gas. Reverse if Interconnecting Party is supplying Gas]

16 Interconnecting Party Obligations

16.1 Technical Specifications and Performance Criteria

The Interconnecting Party must ensure the Interconnecting Party Assets, and any Gas supplied from those Interconnecting Party Assets, at all times comply with the Technical Specifications.

16.2 Information

The Interconnecting Party must provide SEA Gas with such information as it requires from time to time (and within such timeframe reasonably specified by SEA Gas) to substantiate that the Interconnecting Party is complying with clause 16.1 and the remaining requirements of this Agreement relating to management, operation and maintenance of the Interconnecting Party Assets.

16.3 Testing and Inspection

- (a) If SEA Gas has a reasonable basis to suspect the Interconnecting Party may not be complying with clause 16.1 or the remaining requirements of this Agreement relating to management, operation and maintenance of the Interconnecting Party Assets, the Interconnecting Party must conduct such tests as required by SEA Gas to determine whether the Interconnecting Party Assets, and Gas supplied from the Interconnecting Party Assets, complies with clause 16.1. Such tests must be held at the times, and in accordance with the procedures, reasonably specified by SEA Gas and representatives of SEA Gas must be permitted to attend any such tests.
- (b) The Interconnecting Party must permit SEA Gas to inspect the Interconnecting Party Assets:
 - (i) annually; and
 - (ii) at such other times as requested by SEA Gas, if SEA Gas has a reasonable basis to suspect the Interconnecting Party Assets may not comply with clause 16.1 or the Interconnecting Party Assets otherwise do not comply with the requirements of this Agreement.

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

17 Connection Point

17.1 *Meaning of Close*

For the purposes of this clause 17, a party will be regarded as closing the Connection Point if that party closes (whether partly or fully) any valve forming part of the Interconnection Facilities and located on either side of the Connection Point so as to prevent or restrict the delivery of Gas to the Connection Point.

17.2 *Connection Point to Remain Open*

Except as is otherwise expressly provided in this clause 17, the parties must keep the Connection Point open.

17.3 *Closure during period in which no Haulage Agreement*

- (a) SEA Gas may close the Connection Point during any period in which:
 - (i) there is no SEA Gas Haulage Agreement in operation under which a person is entitled to receive or take delivery of Gas at the Connection Point; or
 - (ii) the Interconnecting Party has notified SEA Gas in writing that there is no contract in place under which the Interconnecting Party is entitled or required to receive or take delivery of Gas at the Connection Point.
- (b) The Interconnecting Party may close the Connection Point during any period in which:
 - (i) there is no contract in place under which the Interconnecting Party is entitled or required to receive or take delivery of Gas at the Connection Point; or
 - (ii) SEA Gas has notified the Interconnecting Party in writing that there is no SEA Gas Haulage Agreement in operation under which a person is entitled to receive or take delivery of Gas at the Connection Point.

17.4 *Closure pursuant to a Haulage Agreement or delivery arrangement*

- (a) Where permitted by a SEA Gas Haulage Agreement, SEA Gas may close, or restrict the delivery of Gas to or receipt of Gas at, the Connection Point.
- (b) Where permitted by a delivery arrangement (being an arrangement with a shipper using the SEA Gas Pipeline under which the Interconnecting Party agrees to accept Gas from, or supply Gas to, that shipper at the Connection Point), the Interconnecting Party may close, or restrict the delivery of Gas to, the Connection Point.

17.5 *Closure due to failure to comply with Gas Specification*

A party may close the Connection Point, or restrict the delivery or supply of Gas to the Connection Point, if Gas which does not comply with the Gas Specification is being delivered or supplied to the Connection Point or if that party considers, on reasonable grounds, that Gas which does not comply with the Gas Specification may be delivered or supplied to the Connection Point.

17.6 *Closure for Maintenance*

- (a) Subject to clause 15.7, a party may close the Connection Point, or restrict the delivery or supply of Gas to the Connection Point, for such period as necessary to enable that party to

safely carry out maintenance or repair of the Interconnection Facilities or any other infrastructure of the party.

- (b) A party must give the other party as much notice as reasonably practicable of its intention to close the Connection Point, or restrict the delivery or supply of Gas to the Connection Point, under clause 17.6(a).

17.7 Closure due to an Emergency

A party may close the Connection Point, or restrict the delivery or supply of Gas to the Connection Point, in an Emergency provided that the party reopens the Connection Point as soon as practicable after the Emergency has passed.

17.8 Notification and Requirement to Reopen

- (a) A party exercising a right under clause 17.4, clause 17.5, clause 17.6 or clause 17.7 must as soon as possible, and if practicable before closing the Connection Point or restricting the delivery or supply of Gas at the Connection Point, notify the other party of:
 - (i) the exercise of its rights under clause 17.4, clause 17.5, clause 17.6 or clause 17.7;
 - (ii) the circumstances permitting the exercise of those rights;
 - (iii) its best estimate of the period for which it will close the Connection Point or restrict the delivery or supply of Gas; and
 - (iv) where the delivery or supply of Gas is to be restricted, the extent of that restriction.
- (b) A party which exercises its rights under clause 17.4 must as soon as practicable:
 - (i) reopen the Connection Point, or cease restricting the delivery or supply of Gas to the Connection Point, as soon as the circumstances permitting that party to close the Connection Point or restrict the delivery or supply of Gas (as applicable) have ceased; and
 - (ii) notify the other party that the Connection Point has been reopened and/or that it has ceased restricting the delivery or supply of Gas.
- (c) A party which exercises its rights under clause 17.5 must as soon as practicable reopen the Connection Point, or cease restricting the delivery or supply of Gas to the Connection Point, if the party is provided with reasonable evidence (by the other party or otherwise) that Gas to be delivered to the Connection Point will comply with the Gas Specification.
- (d) A party which exercises its rights under clause 17.6 must as soon as practicable reopen the Connection Point, or cease restricting the delivery or supply of Gas to the Connection Point, as soon as that party may safely do so.

18 Connection Costs

18.1 Connection Fee

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

18.2 Payment

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

19 Default and Termination

19.1 Notice of Default

- (a) Where a party (**Defaulting Party**) commits a material breach of this Agreement, the other party may by notice require the Defaulting Party to remedy that breach as soon as practicable.
- (b) The Defaulting Party must:
 - (i) comply with any notice issued under clause 19.1; and
 - (ii) provide all details reasonably requested by the other party to demonstrate that the Defaulting Party has complied with that notice.

19.2 No Termination

Despite clause 19.1, once Completion has occurred this Agreement may only be terminated in accordance with clause 19.3 and any common law rights to terminate this Agreement are excluded. The parties acknowledge that for so long as there is a connection between their respective infrastructure, contractual arrangements are required to regulate that connection.

19.3 Removal of Facilities

This Agreement will terminate upon the first occurring of the following:

- (a) the date upon which SEA Gas decommissions and removes from the vicinity of the Connection Point the SEA Gas Works (or if there are no SEA Gas Works, then that part of the SEA Gas Pipeline which connects to the Other Works);
- (b) the date upon which the Interconnecting Party decommissions and removes from the vicinity of the Connection Point the Other Works; or
- (c) the date upon which the parties agree in writing that this Agreement will terminate, regardless of whether the SEA Gas Works and/or the Other Works have been removed from the vicinity of the Connection Point.

[Drafting Note: If there is a minimum term that should be specified and it be made clear decommissioning may not occur prior to expiry of that minimum term]

19.4 Decommissioning

- (a) A party must ensure it carries out any decommissioning work in accordance with Good Industry Practice and all applicable Laws.
- (b) If a party is decommissioning its facilities, the other party must provide all necessary co-operation to facilitate that decommissioning and to enable it to occur safely and in accordance with all applicable Laws.

20 Liability

20.1 Nature of Obligations under this Agreement

The parties acknowledge that the intention of this Agreement is solely to regulate the terms of the connection between the SEA Gas Pipeline and the Interconnecting Party's Assets. Nothing in this Agreement regulates, or imposes obligations, in respect of the transportation of Gas through the SEA Gas Pipeline, including:

- (a) the delivery of Gas to the Connection Point, or the delivery of any specific quantity of Gas to the Connection Point;
- (b) the receipt of Gas at the Connection Point, or the receipt of any specific quantity of Gas at the Connection Point; or
- (c) the delivery of Gas to the Connection Point at any specified specifications, pressure or temperature,

as such matters are dealt with by SEA Gas Haulage Agreements.

20.2 Limitation of Liability

- (a) A party's liability for breach of this Agreement or for any tortious or other act or omission (including negligence) relating to the subject matter of this Agreement will be limited to the Direct Losses suffered or incurred by the other party as a result of that breach or act or omission.
- (b) For the purposes of clause 20.2(a) "Direct Losses" means:
 - (i) all liabilities, costs, losses and expenses (including legal expenses on a solicitor and client basis) suffered or incurred by a party in respect of:
 - (A) the loss of, or damage to, any property of that party; and
 - (B) the death of, or injury to, any employee of that party or its contractors; and
 - (ii) the cost of any gas lost by a party from its gas infrastructure,but excluding:
 - (iii) a party's, or any third party's, loss of profits, revenue, business or anticipated savings;
 - (iv) liabilities, costs, losses and expenses arising out of any claim, demand, action or proceeding brought by a third party and any associated costs and expenses other than as described in paragraph (b)(i)(B) above; and
 - (v) without limitation to paragraphs (iii) and (iv) above, any indirect loss or damage, Consequential Loss or damage or any special loss or damage.
- (c) Without limiting clause 20.2(a), prior to Completion a party's liability for breach of this Agreement or for any tortious or other act or omission (including negligence) relating to the subject matter of this Agreement is limited, per event to:
 - (i) in the case of SEA Gas, the SEA Gas Construction Liability Cap; and

- (ii) in the case of the Interconnecting Party, the Interconnecting Party Construction Liability Cap.
- (d) Without limiting clause 20.2(a), as and from Completion a party's liability for breach of this Agreement or for any tortious or other act or omission (including negligence) relating to the subject matter of this Agreement is limited, for all such breaches, acts or omissions occurring in a calendar year, to:
 - (i) in the case of SEA Gas, the SEA Gas Liability Cap; and
 - (ii) in the case of the Interconnecting Party, the Interconnecting Party Liability Cap.

20.3 Release and Indemnity

- (a) The Interconnecting Party must ensure that each Identified Third Party enters into a deed of release, on terms reasonably satisfactory to SEA Gas, under which that Identified Third Party agrees to release SEA Gas from all liability which SEA Gas would otherwise have to that Identified Third Party as a result of:
 - (i) any breach of this Agreement or negligent act or omission by SEA Gas in connection with this Agreement or the SEA Gas Pipeline;
 - (ii) any failure to deliver Gas to the Connection Point; and
 - (iii) the specifications, pressure or temperature of Gas delivered to the Connection Point.
- (b) Where, in respect of an Identified Third Party, the Interconnecting Party does not comply with clause 20.3(a), then the Interconnecting Party must indemnify and keep indemnified SEA Gas for all liability incurred by SEA Gas to that Identified Third Party which liability arises by reason of, or in connection with, the occurrence of one or more of the matters referred to in clause 20.3(a).
- (c) An "Identified Third Party" means:
 - (i) any person who owns, leases or operates all or part of the Facility;
 - (ii) any person registered under the National Electricity Rules as a Generator for one or more of the Generating Units comprising the Facility (including a person registered as an Intermediary under clause 2.9.3 of the National Electricity Rules); or
 - (iii) any person paid by AEMO in respect of the electricity generated by the Facility,but an Identified Third Party does not include any person who is party to:
 - (iv) this Agreement; or
 - (v) a SEA Gas Haulage Agreement providing for the delivery of Gas by SEA Gas to the Connection Point.
- (d) Clause 20.3(c), "National Electricity Rules" has the meaning given to that term in the Schedule to the *National Electricity (South Australia) Act 1996* and "Generator", "Generating Units", "Intermediary" and "AEMO" have the meanings given to those terms in the National Electricity Rules.
- (e) Clause 20.2 does not apply to limit liability under this clause 20.3.

21 Assignment

21.1 Restriction on SEA Gas Assignment

- (a) SEA Gas must transfer its rights and obligations under this Agreement to any person (**Assignee**) to whom SEA Gas transfers ownership of that part of the SEA Gas Pipeline which connects to the Interconnecting Party's Assets at the Connection Point. SEA Gas may not otherwise transfer its rights and obligations under this Agreement without the prior written consent of the Interconnecting Party, which consent may not be unreasonably withheld or delayed.
- (b) SEA Gas must ensure that the Assignee:
 - (i) is a reputable and solvent company with the capacity to perform the transferred obligations; and
 - (ii) enters into a deed of assignment and assumption in a form reasonably required by the Interconnecting Party, under which the Assignee covenants with the Interconnecting Party to observe and perform the transferred obligations.
- (c) The deed of assignment and assumption under clause 21.1(b)(ii) will, unless SEA Gas retains an ownership interest in the part of the SEA Gas Pipeline referred to in clause 21.1(a), release SEA Gas from all obligations under this Agreement which accrue after the date of the assignment specified in that deed.

21.2 Restriction on the Interconnecting Party Assignment

- (a) The Interconnecting Party must transfer its rights and obligations under this Agreement to any person (**Assignee**) to whom the Interconnecting Party transfers its ownership of the Interconnecting Party's Assets. The Interconnecting Party may not otherwise transfer its rights and obligations under this Agreement without the prior written consent of SEA Gas, which consent may not be unreasonably withheld or delayed.
- (b) The Interconnecting Party must ensure that the Assignee:
 - (i) is a reputable and solvent company with the capacity to perform the assigned obligations; and
 - (ii) enters into a deed of assignment and assumption in a form reasonably required by SEA Gas, under which the Assignee covenants with SEA Gas to observe and perform the transferred obligations.
- (c) The deed of assignment and assumption under clause 21.2(b)(ii) will, unless the Interconnecting Party retains an ownership interest in the Interconnecting Party's Assets, release the Interconnecting Party from all obligations under this Agreement which accrue after the date of the assignment specified in that deed.

21.3 Assignment of Partnership Interests

- (a) Despite anything to the contrary in this Agreement, a partner in the SEA Gas Partnership may at any time assign or transfer all or part of its right, title and interest under this Agreement to another partner in the SEA Gas Partnership (including a partner which becomes a partner in the SEA Gas Partnership after the execution of this Agreement).

- (b) A partner who assigns or transfers all of its rights, title and interest under this Agreement in accordance with clause 21.3(a) will be released from all obligations under this Agreement which accrue after the date of the assignment.
- (c) To avoid doubt, the consent of the Interconnecting Party is not required to any change in the composition or structure of the SEA Gas Partnership, including the addition of a new partner to that partnership.

21.4 Assignment as Security

Despite any other provision of this Agreement, a party (including in the case of SEA Gas, any one or more of the partners in the SEA Gas Partnership) is entitled to mortgage, pledge, charge or otherwise encumber its rights and interest in, to and under this Agreement. Subject to compliance with this clause 21, a mortgagee, chargee, receiver or controller is free to transfer, assign or otherwise dispose of such rights and interests on enforcement of any such security granted pursuant to this clause 21.4.

21.5 Sub-Contracting

A party may, by notice to the other party, sub-contract the performance of the whole or part of its obligations under this Agreement to any person appointed by that party to operate or manage all or part of the SEA Gas Pipeline or the Interconnecting Party's Assets (as applicable), provided that person is reputable, solvent and has the capacity to perform the subcontracted obligations in accordance with Good Industry Practice. However no such sub-contracting will operate to relieve a party of its obligations under this Agreement.

22 Confidentiality

22.1 Confidential Information

Each party will treat and keep confidential all information disclosed to that party, under this Agreement, pursuant to the transactions contemplated by this Agreement or during the negotiations preceding the execution of this Agreement by the other party, **(Confidential Information)** irrespective of the form in which that information was provided.

22.2 Permitted Disclosure

- (a) Despite clause 22.1, 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 22.1;
 - (v) the information is known publicly other than as a consequence of a breach of clause 22.1 by that party;

- (vi) to a bona fide prospective purchaser of its share capital or of any relevant part of its business undertaking;
 - (vii) when required by Law or by the requirements of any stock exchange on which the shares of the party or any of its Related Bodies Corporate are listed;
 - (viii) in connection with the refinancing of any debt of that party;
 - (ix) to any Related Body Corporate;
 - (x) 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;
 - (xi) as required by SEA Gas to discharge its obligations or exercise its rights under SEA Gas Haulage Agreements;
 - (xii) as required by the Australian Energy Regulator; and
 - (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 22.2(a)(iii), clause 22.2(a)(iv), clause 22.2(a)(v), clause 22.2(a)(vii) and clause 22.2(a)(xii), a party disclosing Confidential Information under this clause 22.2 must use its reasonable endeavours to ensure that the persons to whom it discloses that information undertake to keep the information confidential.
-

23 GST

23.1 GST Gross-Up

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

23.2 GST Invoice

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

23.3 Payment

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

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

23.4 Reimbursements

If any payment to be made to a party under or in connection with this Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 23.1.

23.5 Adjustments

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

23.6 Definitions

- (a) Terms used in this clause 23 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.
- (b) In this clause 23, a reference to a payment includes any payment of money and any form of consideration other than payment of money.
- (c) In this Agreement, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause 23, exclusive of GST.

24 Dispute Resolution

24.1 Limitation on Legal Proceedings

Subject to clause 24.13, a party may only commence legal proceedings in respect of a dispute relating to this Agreement (**Dispute**) if it has complied with the procedures in this clause 24.

24.2 Notice of Dispute

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

24.3 Proceedings

If the parties have not resolved the Dispute within the period specified in clause 24.2 then either party may:

- (a) if the Dispute is a Financial Dispute or Technical Dispute, refer the matter to resolution by an expert (**Independent Expert**); and
- (b) otherwise, commence court proceedings in respect of the Dispute.

24.4 Meaning of Financial Dispute or Technical Dispute

- (a) A Financial Dispute is a Dispute as to whether an invoice under this Agreement has been calculated correctly and which Dispute does not require a determination to be made as to a disagreement between the Parties as to the correct construction of this Agreement.
- (b) A Technical Dispute is a Dispute whose resolution primarily depends on matters of engineering or mathematical expertise and which Dispute does not require a determination to be made as to a disagreement between the Parties as to the correct construction of this Agreement.

24.5 Reference to Independent Expert

If either party refers a Dispute to resolution by an Independent Expert then the parties must endeavour to agree upon an Independent Expert within 21 days of the service of the notice. If the parties are unable to agree upon an Independent Expert within this time period, then either party may ask the Resolution Institute to appoint a suitably qualified person as the Independent Expert. Immediately upon the appointment of the Independent Expert the Dispute will be referred to the Independent Expert.

24.6 Qualifications of Independent Expert

An Independent Expert must not (unless otherwise agreed):

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

24.7 Presentation of Evidence

Each party:

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

24.8 Role of Independent Expert

The Independent Expert will:

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

24.9 Determination

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

24.10 Costs

To the extent permitted by law the costs of the Independent Expert will be dealt with as follows:

- (a) unless the parties otherwise agree, the Independent Expert will determine which party will bear the costs of the determination (including, without limitation, the remuneration of the Independent Expert), and in what proportion, having regard to the degree to which

he or she considers that party was at fault or unreasonable in failing to agree to the matter under reference, and that party will bear those costs accordingly; and

- (b) the parties will bear their own costs incurred in the preparation and presentation of any submission or evidence to the Independent Expert.

24.11 Resolution Institutes Rules

Except to the extent inconsistent with this clause 24, the resolution of a Dispute by an Independent Expert will be governed by the “Expert Determination Rules” of the Resolution Institute.

24.12 Obligations not Affected

During the period of any resolution of a Dispute by an Independent Expert in accordance with this clause 24, the parties must continue to perform their obligations under this Agreement.

24.13 Injunctive or Declaratory Relief

Nothing in this clause 24 will prevent a party from seeking injunctive or declaratory relief from a court.

25 Stamp Duty

25.1 Stamp Duty

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

25.2 Survival

This clause will survive the termination of this Agreement.

26 Notices

26.1 Form of Notices

Except where otherwise provided in this Agreement, any notice or other communication required of a party by this Agreement:

- (a) must be in writing in English; and
- (b) must be sent by priority post or email, or delivered, to the address or email of the recipient, and sent to the attention of the recipient’s contact, each as set out in the Parties section.

A party may replace its address and other details for receipt of communications set out in the Parties section by giving not less than 5 Business Days’ notice to the other party.

26.2 Email communications

Any communication required by this Agreement that is sent by email must be in a format (such as a scanned pdf) that is an accurate and legible image of the original of the communication including the signature. Each such communication must be attached to an email that states that the attachment is a communication under this Agreement. The party sending the communication by email must maintain an electronic or printed copy of the email and the attached communication.

26.3 *Time of receipt*

A notice or other communication will be taken to be received:

- (a) if hand-delivered, at the time of delivery;
- (b) if sent by pre-paid priority post, three days after the date of posting;
- (c) if sent by email, at the time determined in accordance with the *Electronic Communications Act 2000* (SA).

However if due to this clause 26.3 a communication (including an email) would be taken to be received on a day that is not a Business Day, or after 5.00pm on a Business Day, the communication is taken to have been received at 9.00 am on the first Business Day after that day.

27 *Miscellaneous*

27.1 *Governing Law*

This Agreement is governed by the law of South Australia. The parties submit irrevocably and unconditionally to the jurisdiction of the courts of that State and the courts of the Commonwealth of Australia. The parties waive any objection they might have to any action in these courts and any right to claim that any action in these courts has been brought in an inconvenient forum or that these courts do not have jurisdiction.

27.2 *No Waiver*

If either party fails to insist on strict performance of any of the terms and conditions of this Agreement that failure will not be treated as a waiver of any rights or remedies that party may have in connection with any subsequent non-performance. The right of either party to insist on strict performance of this Agreement will not be affected by any previous waiver or course of dealing.

27.3 *Further Assurances*

Each party must, at its own expense, do all that is reasonably necessary to give effect to this Agreement.

27.4 *Counterparts*

This Agreement may be executed in counterparts, each of which will be treated as an original, but which will constitute one and the same instrument.

27.5 *Entire Agreement*

This Agreement is the entire agreement between the parties as to its subject matter. It supersedes all prior agreements, representations, conduct and understandings. The parties acknowledge that they have not relied on any representation or conduct in deciding whether to enter into this Agreement, other than as expressly set out in this Agreement.

27.6 *Amendments*

Except where expressly provided in this Agreement to the contrary, no amendment of, nor addition to, this Agreement is binding unless it is in writing and executed by the parties to this Agreement.

27.7 Costs

Each party will bear its own legal and other costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

27.8 Warranties

Each party represents and warrants to the other that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
- (b) it is empowered to enter into and perform its obligations under this Agreement;
- (c) it has taken all necessary action to authorise the entry into and performance of this Agreement;
- (d) this Agreement is valid and binding on it and enforceable against it in accordance with its terms, subject to any necessary stamping and registration and to Laws affecting contracting parties' rights generally; and
- (e) the execution and performance of this Agreement by it will not result in it violating, in any respect, a provision of a Law or treaty binding on it.

Execution

EXECUTED as an agreement

Executed by South East Australia Gas Pty Ltd by its authorised representative:

Authorised representative signature

Witness signature

Authorised representative full name
(BLOCK LETTERS)

Witness full name and title
(BLOCK LETTERS)

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

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

Schedule 1 – Contract Particulars

Variable	Value
Conditions Precedent Satisfaction Date (Clause 2.6(a))	
Sunset Date	
SEA Gas Construction Liability Cap	
Interconnecting Party Construction Liability Cap	
SEA Gas Liability Cap	
Interconnecting Party Liability Cap	
Security Amount	
Insurances	

Schedule 2 – Interconnecting Party Works

1 Description of Interconnecting Party Works

1.1 Facility

[Insert description]

1.2 Type of Gas Produced by the Facility

[]

1.3 Other Works

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

2 Specifications for Interconnecting Party Works

2.1 Specifications

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

2.2 Normal Flow Capacity at Connection Point

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

2.3 Pressure at Connection Point

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

2.4 Delivery Temperature at Connection Point

Minimum	Maximum
[**] °C	[**] °C

2.5 Safety

The Facility and the Other Works must be safe to connect to the SEA Gas Pipeline at the Connection Point, and to allow the injection of gas from the Facility into the SEA Gas Pipeline [*or to allow the injection of Gas into the Facility from the SEA Gas Pipeline*], without:

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

- (c) any threat to the operational integrity of the SEA Gas Pipeline or the safe and reliable supply of Gas.

2.6 Other Specifications (if any)

[*****]

3 Scope of Work for Interconnecting Party Works

3.1 Introduction

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

3.2 General Scope of Work

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

3.3 Deliverables – before construction

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

- (a) Independent engineering consultant's report;
- (b) Construction plans, design drawings, layouts and alignment drawings;
- (c) Functional specifications;
- (d) Design basis manual;
- (e) Tags and equipment numbering;
- (f) Cathodic protection and earthing protection;
- (g) SCADA and communications;
- (h) HAZOP and CHAZOP reports;

- (i) Risk assessment report in accordance with AS 2885;
- (j) Construction safety management plan;
- (k) Qualification procedures;
- (l) Inspection and test plans;
- (m) Quality plans; and
- (n) Any other deliverable required under this Agreement before construction commences.

For the purposes of clause 6.1(d), SEA Gas' approval must be obtained to the following documents:

[].

3.4 Commissioning Plan

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

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

3.5 Deliverables – Before Completion

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

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

- (d) as-built weld records and NDT reports;
- (e) hydrostatic test records;
- (f) inspection records;
- (g) manufacturer's data sheets;
- (h) operating principles;
- (i) hazardous area dossiers;
- (j) mechanical and instrumentation completion punch list;
- (k) critical equipment list; and
- (l) any other deliverable required under this Agreement to be provided as a condition to Completion.

3.6 Pre-commissioning

Prior to Commissioning, the Interconnecting Party must:

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

3.7 Commissioning

As part of Commissioning, the Interconnecting Party must demonstrate:

- (a) how it will pressure up its facilities;
- (b) the temperature and rate of gas flow at the Connection Point;
- (c) that the valves have been greased;
- (d) that each shut-down valve (if any) is operational;
- (e) that safety systems are operational to a standard that makes it safe to introduce Gas into the Connection Point [and into the SEA Gas Pipeline]; and
- (f) that all required regulatory approvals are in place to allow operations to commence,

and complete any other Commissioning activities required by this Agreement.

3.8 Minimum Performance Criteria

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

[Insert any required minimum performance criteria]

Schedule 3 – The SEA Gas Works

1 Description of the SEA Gas Works

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

2 Proposed Completion Date

[*****]

Schedule 4 – Connection Fee

1 Connection Fee

[Insert amount]

2 Payment method

[Insert the method by which the Connection Fee will be paid]

3 Termination Payment

[Insert the method by which the Termination Payment will be calculated]

Schedule 5 – Specification

Schedule 6 – Metering and Gas Transmission Data