

LAND ACCESS AGREEMENT
VICTORIA TO NEW SOUTH WALES INTERCONNECTOR WEST PROJECT

BETWEEN **TRANSMISSION COMPANY VICTORIA PTY LTD**
Address: Level 12, 171 Collins Street, Melbourne Victoria 3000
Phone: 1800 824 221
Email: enquiries@transmissionvictoria.com.au

AND **[INSERT LANDOWNER NAME]**
Address: [Insert address]
Phone: [Insert phone]

[AND **[INSERT OCCUPIER NAME]**
Address: [Insert address]
Phone: [Insert phone]]

LAND DESCRIPTION: As described in Item 4 of the Details ("**Land**").

___/___/20__

Dear [Insert Landowner/Occupier name/s]

Transmission Company Victoria Pty Ltd ("**Us/We/Our**") is currently investigating the corridor for the Victoria to NSW Interconnector West project (or "**VNI West**" or the "**Project**") which may include part of the Land or be near it.

VNI West is a major electricity infrastructure project to build a new electricity transmission line and associated electricity infrastructure, which will improve the reliability and security of electricity supply for Victoria and NSW.

The purpose of this agreement is to provide Us and Our Associates with access to the Licensed Area identified in Annexure 1 so that We can investigate the suitability of the Licensed Area for the Project ("**Our Activities**", see Item 11 below).

This Access Agreement gives Us rights to access and use the Licensed Area for Our Activities for a specified period (the "**Term**", see Item 8 below) during times agreed with You (the "**Access Times**", see Item 13 below).

We will not construct the Project on your Land under this Access Agreement.

In exchange for agreeing to grant Us the licence, We will pay You a fee (the "**Access Fee**", see Item 6 below).

We recommend that You obtain independent legal advice in relation to this document. If you decide to do so, We will contribute towards Your legal fees up to an agreed amount (the "**Legal Fee Cap**", see Item 7 below).

The terms and conditions of Our access and use of the Licensed Area on Your Land to carry out Our Activities follow ("**Access Agreement**").

Details

ITEM	DESCRIPTION
1 Landowner / Occupier ("You/Your")	Landowner Name(s): ACN/ABN (if applicable): Address:
	[Occupier Name(s): ACN/ABN (if applicable): Address:]
2 Your contact details	Landowner Contact Name: Address: Phone: Email:
	[Occupier Contact Name: Address: Phone: Email:]
3 Our contact details	Name: Transmission Company Victoria Pty Ltd (ABN 70 665 119 068) Address: Level 12, 171 Collins Street, Melbourne Victoria 3000 Phone: 1800 824 221 Email: enquiries@transmissionvictoria.com.au
4 Land	Property ID: Address: Lot and Plan number: Certificate of Title reference:
5 Licensed Area	[The whole of the Land] or [Part of the Land as shown in the plan attached to Annexure 1 and identified as the Licensed Area, plus such additional parts of the Land reasonably required to complete land surveys] (<i>amend as applicable</i>)
6 Access Fee	\$_____ (exclusive of GST) (payable in two \$_____ instalments as outlined in clause 3(a)/4(a) below)
7 Legal Fee Cap	Such reasonable amount agreed in writing with Us.
8 Term	2 years, commencing on ___/___/20__ and expiring on ___/___/20__
9 Extended Term	1 year, commencing on ___/___/20__ and expiring on ___/___/20__
10 Extension Fee	\$5,000 (exclusive of GST)

ITEM	DESCRIPTION
11 Our Activities	<p>(a) Completing soil and water tests and investigations, and any other similar works on the Licensed Area</p> <p>(b) Assessing the Licensed Area for its suitability as a location for the Project</p> <p>(c) Carrying out inspections, land surveys, geotechnical studies, hydrological studies and other studies on the Licensed Area</p> <p>(d) Carrying out any other due diligence investigations in connection with the Licensed Area</p> <p>(e) Carrying out any other activities which are incidental to, or connected with, the items set out above</p> <p>(f) Any other activities as You agree We can do in writing</p> <p>We can do these things with or without materials, plant, equipment and vehicles.</p>
12 Access Notice	<p>We will provide You with at least ____ (insert no. of days) Business Days' notice (by email, instant messaging, phone call or text) to notify You of the date and time that We intend to access and use the Licensed Area.</p> <p>We will also let You know:</p> <p>(a) the purpose of Our access, extent of Our Activities that will be carried out, the nature of proposed investigations, and Our expected points of entry; and</p> <p>(b) how Our access will occur, including what equipment We will bring and what it will be used for.</p>
13 Access Times	<p>Your preferred access times: __ am/pm to __ am/pm (insert times) during the following dates (insert days or specific dates below):</p> <p>Excluded access times: __ am/pm to __ am/pm (insert times) during the following dates (insert days or specific dates below):</p> <p>From time to time We may agree with You in writing other access times.</p>
14 Other Details	
<p>(a) Your use of the Land</p>	<p>(Insert a description of the usual use of and activities carried out on the Land)</p>

ITEM	DESCRIPTION
<p>(b) Entry protocols</p>	<p>Requirements for management of gates, fences and grids (<i>Insert any requirements You require Us to comply with</i>):</p> <ul style="list-style-type: none"> - We will leave all gates, fences, grids and any other assets in a condition as near as possible to the condition in which they were found by Us. <p>Biosecurity and other environmental protocols (<i>Insert any protocols You require Us to comply with, including in relation to existing hazards such as plant and animal pathogens, soil contamination, etc</i>):</p> <ul style="list-style-type: none"> - We will adhere to biosecurity policies and procedures in accordance with good industry practice, and with TCV's Biosecurity Policy to minimise the spread of weeds, pests or pathogens, including where appropriate "come clean, stay clean, go clean" practices consistent with recommendations by Agriculture Victoria. <p>Fire protocols (<i>Insert any fire protocols You require Us to comply with</i>):</p> <ul style="list-style-type: none"> - We will document any fire related incidents that have occurred when accessing land and communicate the incidents and how they have been managed to You as soon as reasonably practicable. <p>Health protocols (<i>Insert any health protocols You require Us to comply with</i>):</p> <ul style="list-style-type: none"> - We will document any health incidents that have occurred when accessing land and communicate the incidents and how they have been managed to affected parties as soon as reasonably practicable. <p>Cultural Heritage Protection protocols (<i>Insert any cultural heritage protection protocols You require Us to comply with</i>):</p> <p>Your preferred access points and tracks and areas of vehicle restriction are as detailed on the plan attached to Annexure 1.</p>
<p>(c) Your specific requirements</p>	<p>(<i>Insert any other specific requirements You require Us to comply with. If easier, these could be attached to this document as an annexure</i>)</p>
<p>15 Your account details for payment</p>	<p>Account Name: BSB: Account Number:</p>

Terms and Conditions

1 Definitions and interpretation

1.1 Definitions

Capitalised words used in this Access Agreement have the following meanings. Other terms are defined in the introductory paragraphs and the Details.

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

[**Caveat** means caveat number [#insert caveat number in accordance with title extract#] dated [#insert date of caveat in accordance with title extract #].

Caveator means [#insert details of caveator in accordance with title extract#].

Caveator Consent means a notice in writing issued by the Caveator to Us, in a form acceptable to Us, confirming that the Caveator consents to the grant of the licence and the exercise of the rights and obligations of the parties under this Access Agreement.]

Details means the section on the first page of this Access Agreement headed "Details".

GST has the same meaning as given to that term under the GST Act.

GST Act means the legislation regulating goods and services tax, being *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Item means an item in the Details.

Our Associates means each of Our employees, officers, agents, contractors, suppliers, consultants and other persons who enter the Licensed Area with Our consent or at Our invitation.

1.2 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this Access Agreement:

- (a) labels used for definitions are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (d) a reference to a particular person or party includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) a reference to a time of day is a reference to time in Victoria;
- (f) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (g) a reference to "law" includes common law, principles of equity and legislation (including regulations);
- (h) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (i) a reference to any thing (including an amount) is a reference to the whole and each part of it;
- (j) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day; and
- (k) where the context permits "We/Us/Our" includes Our Associates and "You/Your" includes Your invitees, employees, officers, agents, contractors, suppliers, consultants and other persons.

2 [Condition Precedent

- (a) The rights and obligations of the parties under clauses 3, 5 and 6 will not commence until We have obtained the Caveator Consent.

- (b) We will be responsible for obtaining the Caveator Consent at Our own cost.
- (c) You must do all things reasonably required by Us to assist Us in obtaining the Caveator Consent. We will reimburse You your reasonable costs incurred in assisting us under this clause.
- (d) We will notify You and provide You with a copy of the Caveator Consent once we have obtained the Caveator Consent.]

3 Licence and Term

- (a) In exchange for Our payment of the Access Fee, You grant (and where applicable, consent to the grant of) a non-exclusive licence for Us and Our Associates to enter the Licensed Area for the purpose of carrying out Our Activities during the Term on the terms of this Access Agreement.
- (b) During the Term, We can end this Access Agreement at any time by giving You three months' written notice.
- (c) At any time before expiry of the Term, We can extend this Access Agreement for the Extended Term by giving You written notice and paying [You/the Landowner] the Extension Fee within 20 Business Days of the date of the written notice.

4 Our payments to You

- (a) We will pay [You/the Landowner]:
 - (i) the first \$_____ instalment of the Access Fee to [You/the Landowner] within 20 Business Days after You sign this Access Agreement;
 - (ii) the second \$_____ instalment of the Access Fee to [You/the Landowner] within 20 Business Days after the first anniversary of the date that You sign this Access Agreement;
- (b) We are not required to pay any outgoings, service fees or other charges for Our access and use of the Licensed Area.
- (c) We will contribute towards [Your/the Landowner's] reasonable legal costs and disbursements for the negotiation and signing of this Access Agreement, up to the Legal Fee Cap amount set out in Item 7. This will be paid to [You/the Landowner] within 20 Business Days after You sign this Access Agreement and provide Us with reasonable details of the legal costs and disbursements incurred.
- (d) Our payments to You will not be refundable by You to Us.
- (e) If GST is payable on any of Our payments to You under this Access Agreement, We will pay You the GST within 20 Business Days of You providing Us with a tax invoice that complies with the GST Act.

5 Our obligations and indemnity to You

- (a) When accessing and using the Licensed Area, We will:
 - (i) only access and use the Licensed Area to carry out Our Activities;
 - (ii) first provide You with the Access Notice containing the details set out in Item 12 of the Details;
 - (iii) use reasonable endeavours to access and use the Licensed Area during Your preferred access times, and not access and use the Licensed Area during the excluded dates and times set out in Item 13 of the Details;
 - (iv) use reasonable endeavours to minimise interruption to Your use of the land set out in Item 14(a) of the Details;
 - (v) comply with the entry protocols set out in Item 14(b) of the Details and Your specific

requirements and instructions set out in Item 14(c) of the Details;

- (vi) leave all gates, fences, grids and any other assets located within the Land and the Licensed Area as they are found, unless otherwise advised by You or where necessary and in accordance with good industry practice;
 - (vii) ensure that Our Activities are carried out in a proper, efficient, effective and workmanlike manner and in accordance with laws and the requirements of authorities;
 - (viii) ensure that We and Our Associates have the relevant skills, training and qualifications to undertake Our Activities;
 - (ix) use reasonable endeavours to ensure that We and Our Associates provide identification to You upon entry to the Land, if requested by You; and
 - (x) use reasonable endeavours not to damage the Land or the Licensed Area, and promptly make good any damage caused.
- (b) We will indemnify You against, and reimburse and compensate You for, any loss or damage suffered by You arising from any injury or damage occurring on or to the Land or the Licensed Area that is directly caused by the exercise of Our rights under this Access Agreement, except to the extent that any loss or damage was caused or contributed to by Your act, omission, negligence or default, or the act, omission, negligence or default of Your employees, officers, agents, contractors, suppliers, consultants, invitees and authorised persons. To the maximum extent permitted by law, Our total liability to You under this Access Agreement is limited to \$20,000,000.

6 Your obligations and acknowledgments to Us

- (a) You agree to do everything reasonably necessary to allow Us to exercise Our rights and perform our obligations under this Access Agreement, including allowing Us and Our Associates to:
- (i) take steps to rectify and make good any damage that We or our Associates may have caused; and
 - (ii) use all shared driveways, tracks, roads or other areas on the Land (with or without materials, plant, equipment and vehicles) for access to and from the Licensed Area,
- subject to the entry protocols set out in Item 14(b) of the Details and Your specific requirements and instructions set out in Item 14(c) of the Details.
- (b) You acknowledge and agree that all information We collect in relation to the Licensed Area and/or the Land in the course of carrying out Our Activities may be used by Us as reasonably required for the Project.

7 Dealings with Land

If You wish to transfer or assign the Land or Your rights and obligations under this Access Agreement to another person ("**Transferee**"):

- (a) You must first notify Us of your intention to do so and provide Us with the contact details of the Transferee; and
- (b) You authorise Us to contact the Transferee to make arrangements for Us to enter into a new Access Agreement with them.

8 Caveat

- (a) You acknowledge and agree that:
- (i) You charge the Land in favour of Us as security for your obligations under this Access Agreement; and
 - (ii) that due to clause 8(a)(i), We have an equitable and a caveatable interest in the Land.

- (b) You acknowledge that We may lodge a caveat on the title to the Land pursuant to our interest under 8(a) and You agree that You must:
- (i) promptly sign any document required as evidence of Your consent to the lodgement of a caveat in the form required for lodgement or registration with Land Use Victoria upon request by Us; and
 - (ii) not object to or take any action to have removed any caveat lodged on the title to the Land in accordance with this clause 8.

9 When this Access Agreement ends

When this Access Agreement ends, We will:

- (a) vacate the Licensed Area (including removing Our materials, plant, equipment and vehicles); and
- (b) make good any damage We have caused to the Licensed Area.

10 Default

- (a) If either You or We ("**Defaulting Party**") do not comply with any obligations under this Access Agreement, the other party ("**Non Defaulting Party**") may give a notice to the Defaulting Party ("**Default Notice**") requiring the Defaulting Party to remedy the non-compliance or, if the non-compliance cannot be remedied, pay reasonable compensation in respect of the non-compliance, within 20 Business Days (or other period that is agreed between the parties) of the date of the Default Notice.
- (b) If the Defaulting Party fails to comply with a Default Notice, the Non Defaulting Party may end this Access Agreement by written notice to the Defaulting Party.

11 Notices and other communications

- (a) A notice, approval, consent or other communication concerning this Access Agreement must be in writing and:
 - (i) may be given by a party or an authorised officer or solicitor of a party; and
 - (ii) must be left at the address or sent by post to the address or sent by email to the email address which is set out in the Details or, if the addressee notifies another address or email address, then to that address or email address,except in relation to an Access Notice to You which may be given by an email, instant message, phone call or text.
- (b) A notice, approval, consent or other communication takes effect from the time it is received, unless a later time is specified in it.
- (c) A letter or email is taken to be received:
 - (i) in the case of a posted letter, six Business Days after posting (or 10 days after posting if sent from one country to another); and
 - (ii) in the case of an email, when the sender receives an automated message confirming delivery or 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed, whichever happens first.

12 General

- (a) A provision of this Access Agreement, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.
- (b) The rights, powers and remedies of a party in connection with this Access Agreement are in addition to other rights, powers and remedies given independently by law.
- (c) The ending of this Access Agreement does not affect each party's obligations under this

Access Agreement for periods before then.

- (d) Each party agrees to take such further steps as reasonably required (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) to bind that party and give effect to this Access Agreement.
- (e) This Access Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same document.
- (f) The law in force in Victoria governs this Access Agreement.

13 **Dispute resolution**

- (a) If a dispute arises between You and Us in relation to this Access Agreement, either You or We may give notice to the other party notifying them of the dispute and referring the dispute to be resolved in accordance with this clause.
- (b) If a dispute is to be resolved in accordance with this clause, You and a representative from Us must meet (either in person or via telephone/videoconference) within 5 Business Days to discuss the dispute and endeavour to agree a resolution.
- (c) If a resolution is unable to be reached within 10 Business Days of a notice given under clause 11(a), either You or We may refer the dispute to EWOV (Energy and Water Ombudsman Victoria) or to be determined by an independent expert appointed by the Resolution Institute. The costs of EWOV or the expert will be paid by Us and the decision of EWOV or the expert will be binding on You and Us as the final resolution of the dispute, except in the case of error by EWOV or the expert.

NOT FOR USE

Signed by or on behalf of **Us** by our authorised representative:

Signature of witness

Signature of authorised representative

Print name

Print name

Position (if applicable)

Date: _____

Signed by or on behalf of [You/Landowner/Occupier]:

Signature

Signature

Print name

Print name

Position (if applicable)

Position (if applicable)

Date: _____

Date: _____

Signed by [You/Landowner/Occupier] in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Director Signature

Director/Secretary Signature

Print name

Print name

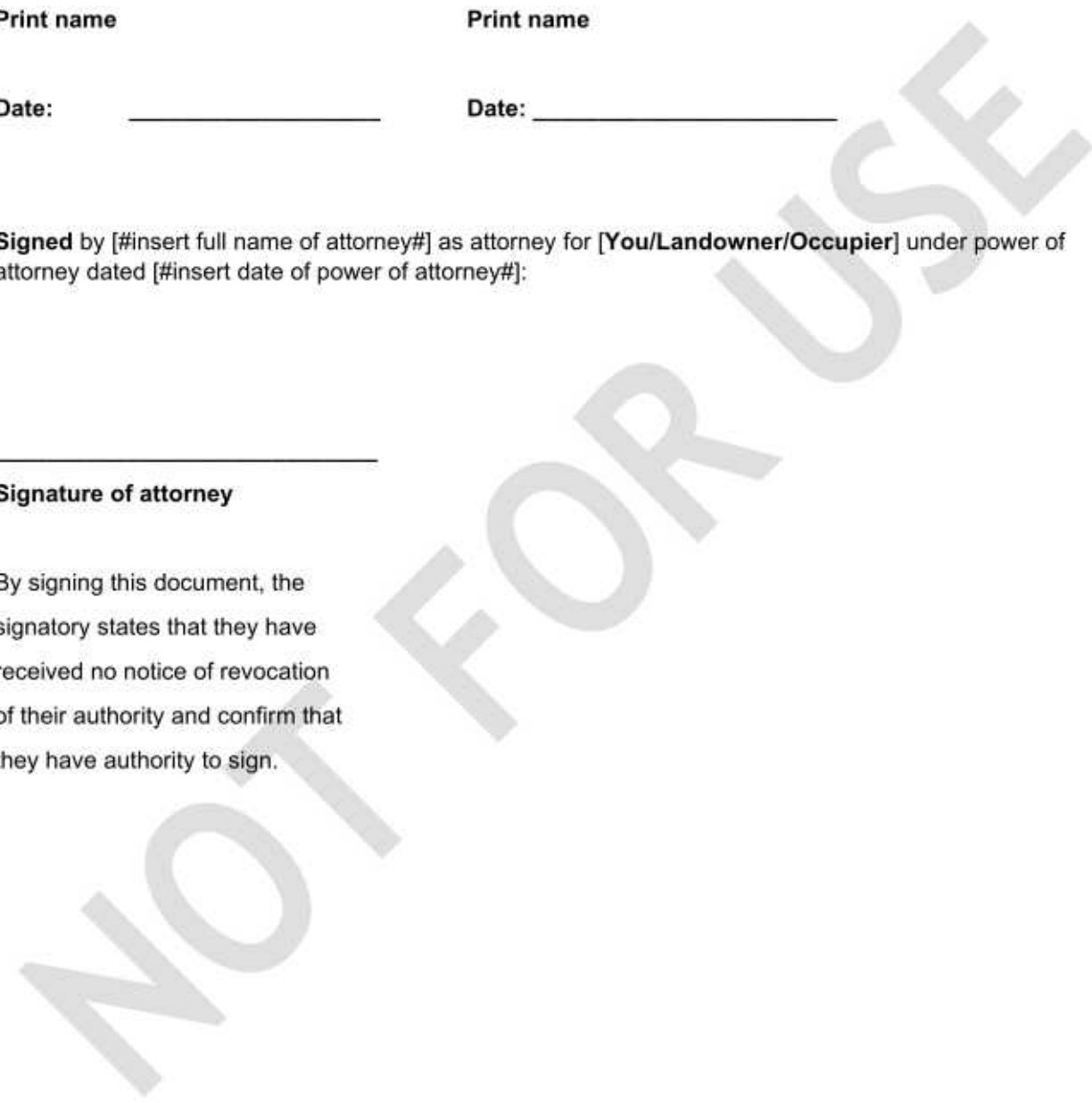
Date: _____

Date: _____

Signed by [#insert full name of attorney#] as attorney for [You/Landowner/Occupier] under power of attorney dated [#insert date of power of attorney#]:

Signature of attorney

By signing this document, the signatory states that they have received no notice of revocation of their authority and confirm that they have authority to sign.



Annexure 1 – Licensed Area

NOT FOR USE