

AGREEMENT FOR STANDBY OFFICER (SO) SERVICES

TERMS AND CONDITIONS

1. TIMING OF SERVICES

1.1. Indicative schedule

- (a) Subject to clause 1.1(b), the timeframe to provide the SO Services begins on the Commencement Date and ends on the Completion Date, as specified in the Offer. JGN will endeavour to commence and complete the SO Services in accordance with the indicative schedule set out in the Offer.
- (b) The Applicant acknowledges that the date on which JGN will commence the SO Services will depend upon:
 - (i) the availability of suitably qualified JGN Personnel; and
 - (ii) the Applicant satisfying the requirements set out in clause **Error! Reference source not found.**(a).
- (c) Notwithstanding any indicative schedule, the Applicant acknowledges that:
 - (i) JGN does not guarantee commencement or completion of the SO Services by any particular date or time and releases JGN from any liability that might arise as a result of any delay in the commencement or completion of the Services; and
 - (ii) JGN will use reasonable endeavours to source and maintain SO availability to meet the Applicant's reasonable needs however JGN cannot guarantee that SO Services will always be available to meet the requested shifts. For example and without limitation, SO availability may be subject to general resource availability, sickness and personal leave, accident, and JGN's urgent operational priorities and emergencies.

1.2. Prerequisites

- (a) Before JGN commences any SO Services, the Applicant must:
 - (i) accept the Offer in the Portal;
 - (ii) pay the Upfront Fee within 5 clear business days of the Commencement Date;
 - (iii) ensure there is clear access to and parking at the Site; and
 - (iv) meet any additional Prerequisites set out in the Offer.
- (b) If any of the conditions set out above are not met within:
 - (i) 5 clear business days of the Commencement Date, the Commencement Date may be delayed to the next available date; and
 - (ii) 3 months of the date of acceptance of the Offer, the Offer and this Agreement will lapse and a new Application will need to be made.

1.3. Changes to SO Services

The Applicant may request changes to the SO Services including extensions to the Commencement or Completion Dates. JGN may agree to such requests and will provide the Applicant with any adjustment to the Fee.

2. ACKNOWLEDGEMENT

The Applicant acknowledges that this Agreement applies to the provision of SO Services as described in the Offer. It does not apply to the supply of gas, gas connection or gas connection works.

3. FEE AND PAYMENT

3.1. Fees and invoicing

- (a) The Fee is JGN's estimate of the total costs payable for the SO Services having regard to the Application. The Upfront Fee is 50% of the Fee and must be paid before SO Services commence.
- (b) JGN will issue a tax invoice for the Upfront Fee on acceptance of the Offer.
- (c) For SO Services provided in excess of the Upfront Fee, JGN will invoice the Applicant each week for SO Services, based on the applicable Hourly Rates and expenses incurred by JGN.

3.2. Payment

- (a) The Applicant must pay JGN within 14 days after the date of the tax invoice.
- (b) The Upfront Fee must be paid in full before JGN will commence the SO Services. The Applicant acknowledges that delay in payment of the Upfront Fee may delay the commencement of the SO Services.
- (c) The Applicant must pay for any expenses incurred in relation to the performance of the SO Services including, without limitation, parking, travel and accommodation expenses. Such amounts will be invoiced and payable in accordance with this clause 3. On request, JGN will provide the Applicant receipts or other documents evidencing such expenses.

3.3. Cancellation

The Upfront Fee is non-refundable unless notice of cancellation is received at least 2 business days prior to the Commencement Date. Notice of cancellation shall be sent to InfrastructureProtection@Jemena.com.au.

4. GOODS AND SERVICES TAX

4.1. Amounts exclusive of GST

All amounts payable and the value of other consideration provided in respect of supplies made in relation to the Agreement are exclusive of GST. Any payment or the value of other consideration given under the Agreement shall be increased by such amount as is necessary to ensure that the amount of the payment or value of the consideration net of GST is the same as it would have been prior to the imposition of GST.

4.2. Payment of GST

- (a) Where a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST for that supply becomes due. GST is payable at the time any payment to which it relates is payable.
- (b) Amounts payable under the Agreement will be increased or decreased as appropriate to take account of any impost introduced, levied or varied after the date of the Agreement.
- (c) Where any amount is payable to a party as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred by that party, then that amount must be reduced by the amount of any input tax credit available to that party and, if a taxable supply, must be increased by an additional amount equal to the GST payable in relation to the supply.
- (d) Terms defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause.

5. APPLICANT OBLIGATIONS

The Applicant must at all times during the term of the Agreement:

- (a) comply with all Laws in connection with the Site, the provision of the SO Services and the Agreement;
- (b) unless otherwise specified in the Offer, maintain insurance with a reputable insurer relating to events and at levels that would be reasonably expected of a reputable business undertaking the activities of the Applicant including, without limitation:
 - (i) public liability insurance in the amount of not less than \$20,000,000;
 - (ii) workers compensation insurance as required by law; and
 - (iii) third party property damage insurance for the amount of not less than \$20,000,000 including for third party property damage for any registered motor vehicles on Site,

and will provide evidence of such insurance on request;

- (c) provide JGN Personnel with unhindered access to the Site including, without limitation, to inspect the Site for compliance with occupational health and safety standards and provide adequate parking;
- (d) comply with the Mandatory Site Conditions; and
- (e) do all things reasonably requested by JGN and JGN Personnel in connection with this Agreement and the performance of the SO Services.

6. SITE CONDITIONS, SITE CONTACT & SERVICE LIMITATIONS

6.1. Site conditions

- (a) The Applicant must:
 - (i) ensure that the Site is suitable for JGN Personnel to commence the SO Services by the Commencement Date;
 - (ii) provide JGN with all relevant information about any risks, hazards or other actual or potential issues that could reasonably be expected to affect the nature, cost or timing of the SO Services which information must be provided in the Application and on an ongoing basis; and
 - (iii) promptly notify JGN and the SO if any information notified is no longer accurate.
- (b) The Applicant acknowledges that JGN relies on the accuracy of the information provided in the Application in preparing the Offer, calculating the Fee and performing the SO Services. If the information is inaccurate, incomplete or the Applicant requests a change to the SO Services, JGN reserves the right to withdraw or amend the Offer. If JGN incurs any additional cost as a consequence of the information being inaccurate, incomplete or updated, the Applicant agrees to pay JGN for any additional cost on demand.

6.2. Special conditions

The Applicant acknowledges that JGN has the right to impose any special conditions on the provision of the SO Services including, without limitation, conditions to ensure the safety of JGN Personnel or conditions to maintain the integrity of the Network. Special conditions are described in the Offer.

6.3. Work practices

The Applicant acknowledges that JGN Personnel will:

- (a) comply with all Laws;
- (b) carry out the SO Services in accordance with JGN Personnel's usual work practices, standards and procedures, and the Applicant will have no authority to

direct or control the manner in which JGN Personnel undertake the SO Services;
and

- (c) comply with JGN Personnel policies including, without limitation, that SOs must have at least one 30 minute break every 5 hours of work.

6.4. Site contact

The Applicant must appoint and maintain throughout the term of the Agreement a Site contact to be available to communicate with JGN and be JGN's contact at the Site during performance of the SO Services.

7. WARRANTIES & INDEMNITIES

7.1. Warranty

The Applicant warrants that:

- (a) the Site complies with all applicable occupational health and safety Laws; and
- (b) it has all necessary rights and authority to procure the provision of the SO Services and enter into this Agreement in its own right and, where relevant, on behalf of its Client.

7.2. Indemnity

- (a) The Applicant indemnifies JGN and its Associated Entities and their respective officers, employees, contractors and agents (each an **Indemnified Person**) against any liability, loss, damage, cost or expense incurred or suffered by any Indemnified Person arising from:

- (i) breach of this Agreement or any Law, or any unlawful or fraudulent act or omission by the Applicant (or its Client if applicable), their employees, agents, contractors and employees of contractors (the **Applicant/Client Personnel**);
- (ii) any injury to, or death of, a natural person and any loss of or damage to tangible property caused or contributed to by the Applicant (or the Client if applicable) or the Applicant/Client Personnel; and
- (iii) any claim, action, demand or proceeding by a third party caused or contributed to by the Applicant (or the Client if applicable) or the Applicant/Client Personnel,

except to the extent such liability, loss, damage, cost or expense is caused by an Indemnified Person.

- (b) The Applicant acknowledges and agrees that JGN will hold the benefit of the Applicant's indemnities under the Agreement for itself and on trust for each Indemnified Person.

8. LIMITATION OF LIABILITY

- (a) Notwithstanding any other provision of this Agreement:
 - (i) JGN's liability in connection with this Agreement and the SO Services is limited to any amounts actually paid by the Applicant to JGN pursuant to this Agreement; and
 - (ii) neither party is liable for any Consequential Loss arising out of or in connection with this Agreement.
- (b) For the purposes of this clause 8, Consequential Loss means any loss which does not arise naturally according to the usual course of things, including:
 - (i) indirect, special or consequential loss or damage;
 - (ii) loss of opportunity, revenue, profit or anticipated profit, contracts or goodwill;
 - (iii) loss arising from business interruption; or
 - (iv) liability arising out of or in connection with pollution or contamination.

9. TERMINATION

- (a) This Agreement terminates when the SO Services are noted as complete in the Portal and all amounts owing to JGN have been paid in full. JGN will email the Applicant to confirm completion.
- (b) This Agreement may terminate in circumstances described in clauses **Error! Reference source not found.** and this clause 9.
- (c) The Applicant may cancel the SO Services and terminate this Agreement at any time by providing notice via HPStandby@Zinfra.com.au . The Upfront Fee is non-refundable unless notice of cancellation is received at least 2 business days prior to the Commencement Date.
- (d) The parties may agree to terminate this Agreement if, for any reason, the SO Services are unable to be delivered or there is an excessive delay or suspension.
- (e) Upon termination of this Agreement, all amounts payable by the Applicant to JGN under this Agreement will immediately become due and owing and shall be calculated and paid in accordance with clause 3.

10. NOTICES

Notices under this Agreement shall be provided by email to HPStandby@Zinfra.com.au].

11. GENERAL

11.1. Application

If applicable, the terms of this Agreement apply retrospectively from the time JGN Personnel actually commenced any SO Services.

11.2. Survival of rights and obligations

Clauses 1.1(c)(i), 3.1(c), 3.2(a), 3.2(c), 7.2 and 8 survive termination of this Agreement.

11.3. Priority

These terms take precedence over any conditions put forward by the Applicant whether before or after the Applicant's acceptance of the Offer.

11.4. Subcontracting

The Applicant acknowledges that JGN may subcontract all or any part of the SO Services.

11.5. Governing law

This Agreement is governed by the law of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

12. DEFINITIONS

In this Agreement, except where the context otherwise requires:

Agreement means this document comprising these terms and includes any particulars set out in the Offer.

Applicant means the person or entity described in the Offer.

Application means the application for SO Services made by the Applicant in the Portal.

Associated Entities has the meaning given in the *Corporations Act 2001* (Cth)

Authority means any governmental or semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, Minister, statutory corporation or instrumentality and any private electricity, telecommunications, gas or other utility company having statutory rights.

Business Day means a day other than a Saturday, Sunday or public holiday in the State of New South Wales.

Client means, where the Applicant is not the Site owner or occupier, the Applicant's client who is the Site owner or occupier.

Commencement Date means the estimated start date for the SO Services, set out in the Offer.

Completion Date means the estimated end date for the SO Services, set out in the Offer.

Fee means the estimated amount due for the SO Services and, where applicable, includes any adjusted amount.

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

Hourly Rates means the rates per hour calculated by JGN as set out below:

Categories of Booking Hours	Description	Rate +GST
Business Hours Weekdays	Monday to Friday 7:00am – 3:30pm	\$140 per hour +GST
After Hours Weekdays (including public holidays)	Monday to Friday 3:30pm – 7:00am	\$180 per hour +GST (minimum 4hrs charge)
After Hours Weekends (including public holidays)	All day/night Saturday & Sunday	\$180 per hour +GST (minimum 4hrs charge)

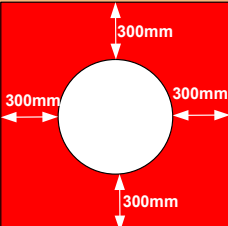
JGN means Jemena Gas Networks (NSW) Ltd ABN 87 003 004 322.

JGN Personnel means JGN employees, contractors and subcontractors performing the SO Services.

Law means all laws including:

- (a) acts, ordinances, regulations, rules, industry codes, by-laws, orders, awards, proclamations and the common law of the jurisdiction where the Services are carried out; and
- (b) certificates, licences, consents, permits, approvals and requirements of an Authority having jurisdiction in connection with the carrying out of the Services.

Mandatory Work Site Conditions means the mandatory Site conditions set out below:

Mandatory Work Site Conditions	
Pipeline to be marked on-site by a Jemena Representative.	<div style="background-color: #90EE90; padding: 5px; margin-bottom: 5px;">Once the location has been marked by a Jemena representative, any works outside 3m of the pipeline is permitted without a Jemena representative on site. This Site Instruction shall be issued.</div> <div style="background-color: #FFD700; padding: 5px; margin-bottom: 5px;">If the described works are between 1m and 3m of the pipeline, and there is no impact on the pipeline, a Jemena representative is not required constantly on site.</div> <div style="background-color: #FFDAB9; padding: 5px; margin-bottom: 5px;">Jemena representative must be on site for any works within 1m of the pipeline</div> <div style="text-align: center;">  </div> <div style="background-color: #FF0000; color: white; padding: 5px;">No mechanical equipment to be used for excavation within 300mm in any radial direction. Excavate with hand tools or potholing only.</div>
The described works can only be performed during the validity period on this instruction.	
No works are to take place within 1m of the pipeline, even after the pipeline location has been visually proven, unless under explicit direction from a Jemena Representative.	
No mechanical works are allowed within 600mm, in any radial direction, without visually proving the location of the pipeline. Excavate with hand tools only until pipeline location has been visually proven.	
No mechanical equipment is to be used for excavation within 300mm, in any radial direction. Excavate with hand tools only.	
For backfill, washed river sand with particles less than 0.5mm in size and a pH between 6 and 8 is required for at least 150mm around the pipe. As advised, suitable wrapping may be required e.g. rock mesh.	

Network means the gas distribution network owned by JGN.

Offer means the offer issued by JGN to the Applicant in relation to the SO Services through the Portal.

Portal means the online application system or portal provided by Jemena.

Prerequisites means the prerequisites to be satisfied by the Applicant set out in the Offer.

Site means the lands and other places to be made available for the purposes of the SO Services, as set out in the Offer.

SO means a Standby Officer.

SO Services means the supervision services provided by an SO, as described in the Offer.