

Landowners:

Parcel Reference:



---

# ACCESS LICENCE

---

## ACCESS LICENCE – MARINUS LINK

Date:

Marinus Link Pty Ltd (“Developer”)  
1-7 Maria Street, LENA VALLEY, TAS 7008, ABN 24 167 357 299

Parties

[Name] (“Owner”)  
[Address]

Recitals:

1. **The Owner is the registered owner of the Land.**
2. **The Developer is the proponent of Marinus Link which is a proposed 1500 megawatt capacity undersea and underground high voltage direct current interconnector between Victoria and Tasmania. The Developer is in the design and approval stage of the Project and needing to undertake surveys to determine the suitability of land within the proposed route.**
3. **This agreement is an access licence allowing the developer to undertake surveys in the Licensed Area during the Licence Period.**
4. **The parties have agreed that the Developer may access and occupy the Licensed Area on the terms and conditions of this licence.**

Terms and Conditions:

### 1 Definitions

In the agreement:

**Authority** means any competent authority whether governmental, statutory, municipal or otherwise;

**Business Day** means any day on which trading banks are open for normal banking business in Melbourne other than a Saturday, Sunday or public holiday;

**Commencement Date** means the date this agreement is signed by both parties;

**Developer’s Agents** means each of the Developer’s agents, contractors, employees, invitees, licensees, subcontractors and other person claiming through the Developer;

**Development Approval** means any necessary approval, consent, permit, authority, licence, impact assessment, work plan or work authority required by **Law** (including but not limited to a planning permit issued by an **Authority** for the use and development of the Project) and any modification, replacement or variation thereof;

**Dispose** means to sell, transfer, subdivide or otherwise dispose of or grant an interest (including a mortgage, charge, lease, licence, easement or consent) or acquiesce to the grant of a mining tenement or any other rights or consent to exploration or mining activities under the *Mineral Resources (Sustainable Development) Act 1990* (Vic) in the **Licensed Area** or any part of the **Licensed Area** and **Disposal** has a corresponding meaning;

**Land** means the land contained in **Certificate of Title(s) [insert]**;

**Law** means the requirement of a statute (including any delegated legislation made under it), ordinance, code, rule, regulation, proclamation or by-law, whether local, state or federal;

**Licensed Area** means that part of the **Land** shown on the plan contained in **Attachment 1**;

**Licence Fee** means \$5,000.00 (plus GST) for the **Licence Period**;

**Licence Period** means the period commencing on the **Commencement Date** and ending on the date which is 24 months after the **Commencement Date**;

**Marinus Link** means the proposed second interconnector under the Bass Strait, linking the electricity network of Tasmania to the electricity network of Victoria, and associated infrastructure.

**Owner's Agents** means each of the Owner's agents, contractors, employees, licensees, subcontractors and other persons claiming through the Owner;

**Permitted Use** means the use of the **Licensed Area** for the purposes of:

- a) undertaking any **Surveys**; and
- b) gaining access to any land owned by the Owner that is adjacent to the **Licensed Area** or separated from the **Licensed Area** only by a road, railway or waterway for the purposes of undertaking noise monitoring activities;

**Project** means the development of new electricity transmission infrastructure in South Gippsland and the Latrobe Valley which connects to the existing AC transmission network in the Latrobe Valley to support Marinus Link; and

**Surveys** means

- a) the physical inspection, survey, testing and monitoring of the **Licensed Area** and the conduct of engineering, architectural, market, town planning, geotechnical, flora and fauna testing, monitoring, investigations and inquiries in relation to the **Licensed Area**, including the preparation of any reports; and
- b) all work preparatory to or otherwise connected with the Developer making any application for **Development Approval** in respect of the **Licensed Area** including inspections, tests (including soil testing), investigations, surveys, studies or other reports.

## 2 Grant of licence

The Owner grants a licence to the Developer and the Developer's Agents to enter, use and occupy the Licensed Area for the Permitted Use during the Licence Period within the times set out in Attachment 3 on the terms and conditions set out in this licence.

## 3 Licence Fee

The Developer must pay the Licence Fee to the Owner on the date that is 30 days after the Commencement Date by way of electronic funds transfer into the Owner's nominated bank account, or as otherwise agreed with the Owner.

## 4 Legal fees

- a) The Developer is responsible for the payment of its own solicitor's costs and disbursements in respect of the preparation, negotiation and completion of this licence.

- b) The Developer agrees to reimburse the Owner's reasonable expenses in respect of the preparation, negotiation and completion of this licence, up to a maximum of \$1,000.00.

## 5 Obligations of Developer

During the Licence Period the Developer and the Developer's Agents must:

- a) comply with the Owner's access requirements set out in Attachment 3 when accessing and using the Licenced Area;
- b) ensure the Surveys are undertaken:
  - i) in a proper and workmanlike manner;
  - ii) in accordance with all Laws;
  - iii) so as to cause as little inconvenience or damage as is reasonably practicable to the Licensed Area (including roads, buildings, gates, fences, stock, crops and other vegetation on the Licensed Area), except as necessary to undertake the relevant activity and taking into account the nature of the activity;
  - iv) using reasonable precautions to reduce the incidence of livestock and other animals escaping from or entering the Licensed Area; and
  - v) subject to the rights of the Developer under this licence, use all reasonable endeavours so as not to interfere with any farming activities carried out on the Licensed Area by the Owner.
- c) make good any damage done to the Land outside the Licenced Area by the Developer or Developer's Agents whilst accessing the Licenced Area; and
- d) on the expiry or earlier termination of this licence, unless otherwise agreed with the Owner, remediate the Licensed Area (as far as reasonably practicable) to the same or better condition than it was in immediately prior to the Commencement Date.

For the avoidance of doubt, the Owner acknowledges that it may not be practicable for the Developer to remediate the Licensed Area to the condition it was in immediately prior to the Commencement Date. The Developer will be taken to have discharged its obligations under this clause to remediate if the Developer takes all steps reasonably necessary to prepare the Licensed Area to be remediated to the condition it was in immediately prior to the Commencement Date with the passage of time (i.e. if the Developer reseeds the Licensed Area to enable the regrowth of vegetation to take place with time).

## 6 Insurance

- a) In respect of the use of the **Licensed Area** during the **Licence Period**, the Developer must have, and must use best endeavours to procure that the Developer's Agents have, current insurance policies covering:
  - i) public liability for an amount that is not less than \$10 million in respect of any one occurrence; and
  - ii) worker's compensation in compliance with the relevant statutory requirements.
- b) On request from the Owner the Developer must provide, and must use best endeavours to procure that the Developer's Agents provide, the Owner with a certificate of currency for the insurances set out in this clause on request during the Licence Period (but not more than one annually).
- c) The Developer may meet its insurance obligations under this clause by taking out a single public liability insurance policy for the whole of the Project.

## 7 Owner's obligations regarding livestock

To protect any livestock and for the safety of personnel accessing the Licenced Area, upon request by the Developer, the Owner will remove any livestock from the parts of the Licensed Area that the Developer considers are necessary for the Developer to safely carry out the Surveys.

## 8 Provision of information and notices

The Owner agrees to promptly provide to the Developer:

- a) any information which is reasonably requested by the Developer and which may assist the Developer in any of the activities contemplated by this licence; and
- b) copies of all notices and orders relating to the Licensed Area made or issued by any Authority and/or under any Law on or after the date of this licence which may adversely impact on the activities contemplated by this licence.

## 9 Third party arrangements

During the Licence Period, the Owner agrees that they will not grant any rights to any third party that may conflict or interfere with the Developer's rights under this licence without the Developer's consent.

## 10 Dealings with the Licensed Area

- a) The Owner agrees to notify any purchaser, or future owner, of this Licence prior to Disposing, agreeing to Dispose or granting an option for a Disposal of all or any part of the Licensed Area.
- b) The Owner agrees to notify the Developer prior to Disposing, agreeing to Dispose or granting an option for a Disposal of all or any part of the Licensed Area.

## 11 Risk

The occupation and use of the Licensed Area by Developer during the Licence Period is at the sole risk of the Developer in all respects.

## 12 Terminating this licence

- a) This licence may be terminated by the Developer at any time by giving the Owner not less than 1 months' prior written notice.
- b) The Owner may terminate this licence by written notice to the Developer if the Developer breaches any material provision of this licence and does not remedy the breach (if it can be remedied) within 60 days after the Owner gives the Developer written notice of the breach.

## 13 Representations and warranty

- a) The Owner represents to the Developer that:

- i) it is empowered to enter into this licence;
  - ii) the Owner is either the sole and absolute beneficial owner of the Licensed Area or the trustee of a trust the property of which is the Licensed Area and is in either case authorised and empowered to enter into this licence;
  - iii) there are no existing leases, licences or other occupancy rights granted in relation to the Licensed Area that would restrict the Developer's rights under this Licence;
  - iv) before executing this licence, the Owner has obtained the consent from any third party required to grant this licence; and
  - v) there is not presently pending any action, suit, claim, dispute or other proceeding affecting the Developer's rights under this Licence to the best of the knowledge of the Owner.
- b) Each party represents and warrants to the other that:
- i) it has the power to make and carry out the terms of this licence and each has taken all necessary action (corporate or otherwise) to authorise the execution and delivery of this licence and the performance of its respective obligations under this licence; and
  - ii) this licence constitutes legally binding obligations enforceable in accordance with its terms; and
  - iii) it will take no action which will prevent this licence being enforced according to its terms.

## 14 Goods and services tax (GST)

- a) Any reference in this clause 14 to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- b) Unless expressly included, the consideration for any supply made under or in connection with this licence does not include an amount on account of GST in respect of the supply (GST Exclusive Consideration) except as provided under this clause 14.
- c) Any amount referred to in this licence which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.
- d) To the extent that GST is payable in respect of any supply made by a party (Supplier) under or in connection with this licence, the consideration to be provided under this licence for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- e) The recipient must pay the additional amount payable under clause 14(d) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.
- f) The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under clause 14(d) or at such other time as the parties agree.

## 15 Dispute resolution

- a) If a dispute arises between the Owner and the Developer concerning this licence then the Owner and Developer must meet within 10 Business Days after one party raises the dispute and discuss in good faith with a view to resolving such dispute.



- b) A party must not start court or arbitration proceedings concerning a dispute that arises under this licence unless that party has firstly complied with clause 15(a).
- c) This restriction does not prevent a party from taking immediate steps to seek urgent interlocutory relief from a court.
- d) Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this licence except to the extent such performance is the subject of the dispute and unless otherwise required by Law.

## 16 Notices

- a) Unless this license expressly states otherwise, any notice, consent, approval, waiver or other communication (notice) in connection with this licence must be in writing and signed by the sender or a person authorised by the sender. A notice may be given by hand delivery, prepaid post or email to the recipient's current address for service for notices as set out in this licence or as amended by notice from time to time.
- b) A notice given under clause 16(a) will be deemed to be received:
  - i) if hand delivered, at the time of delivery;
  - ii) if sent by prepaid post, six (6) Business Days after the date of posting if posted to or from a place within Australia or ten (10) Business Days after the date of posting if posted to or from a place outside Australia; or
  - iii) if sent by email, upon receipt of an automated message confirming delivery and a "read" confirmation,  
  
unless a notice is received after 5.00 pm on a Business Day in the place of receipt or at any time on a day that is not a Business Day, in which case, that notice is deemed to have been received at 9.00 am on the next Business Day.
- c) Any notice given in connection with this licence must be given to the address set out in Attachment 2 or to any other address as that party may notify to the other party.

## 17 Day to day communications

Day to day communications about activities covered by this licence which do not require written notice may be by telephone or other instantaneous means of communication. The parties preferred contacts for day to day communications are set out in Attachment 3.

## 18 Assignment, novation and other dealings

- a) The Developer may assign or novate the benefit of this licence to another party without the Owner's consent.
- b) If the Developer assigns the benefit of this licence, the assignment is not affected against the Owner unless the Owner receives written notice of the assignment.
- c) The Owner will not be entitled to any additional payment on the occurrence of assignment or novation under this clause 18.

## 19 Other matters

### 19.1 Governing law and jurisdiction

- a) This licence is governed by the law in force in Victoria.
- b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this licence.
- c) Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 19.2 Invalidity and enforceability

- a) If any provision of this licence is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- b) Clause 19.2(a)a) does not apply where enforcement of the provision of this licence in accordance with clause 19.2(a) would materially affect the nature or effect of the parties' obligations under this licence.

### 19.3 Waiver

- a) No party to this licence may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- b) In this clause 19.3 conduct includes delay in the exercise of a right, right includes any right arising under or in connection with this licence and includes the right to rely on this clause, and waiver includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

### 19.4 Variation

A variation of any term of this licence must be in writing and signed by the parties or their respective legal practitioners.

### 19.5 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this licence and the transactions contemplated by it.

### 19.6 Entire agreement

This licence comprises the entire agreement between the parties in respect of the subject matter of this licence.

### 19.7 Interpretation

In this licence unless the context requires a different interpretation:

- a) a reference to a document (including this licence) includes any variation or replacement of it;
- b) a reference to a clause or attachment is a reference to a clause in or attachment to this licence;
- c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;



- d) the word 'law' includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- e) the singular includes the plural and vice versa;
- f) the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- g) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- h) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- i) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- j) a reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- k) a reference to Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- l) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- m) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- n) the words 'including', 'for example' or 'such as' when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- o) if an act under this licence to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- p) a reference to time is a reference to the time in Victoria;
- q) a reference to anything (including any amount) is a reference to the whole and each part of it; and
- r) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on this licence or any part of it.

# Signing page

Executed as an agreement

---

**Owner (if Individual)**

Signed by [Name]

in the presence of

*sign here* ► \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

**Owner (if Individual)**

Signed by in the presence of

*sign here* ► \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

**Developer**

Signed on behalf of  
Marinus Link Pty Ltd  
By its duly authorised representative

*sign here* ► \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_

# Attachment 1

*Licensed Area*

## Attachment 2

### Notice Details

---

**Owner**

Address

Attention

Email

---

**Developer**

**Marinus Link Pty Ltd ACN 630 194 562**

Address

7 Maria Street, Lenah Valley TAS 7008

Attention

**Leader Legal Services, Project Marinus**

Email

**projectmarinusnotices@tasnetworks.com.au**

---

## Attachment 3

### Landowner Access Requirements

---

[Parcel ref] [Title ref] [Owner name]

**Access times:**

**Access route:**

**Notice requirements:**

**Owner nominated representative:**

**Developer nominated representative:**

**Other requirements:**