TRANSMISSION COMPANY VICTORIA

Land and Property Damages Policy

February 2025

VNI-West Project

Transmission Company Victoria

Important Notice

Purpose

TCV has prepared this document to set out TCV's policy for managing instances when TCV, its employees or contractors may cause damage on private property in relation to the VNI West Project.

This document is relevant to the Victorian portion of the VNI West Project only. It does not apply to stakeholders affected by the VNI West Project outside of Victoria.

It has been adopted for use by TCV and is made available to the public via the TCV website.

Disclaimer

This document or the information in it may be subsequently updated or amended.

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Version Control

Version	Release Date	Approval Date	Approved By
1.0			

Land and Property Damages Policy

1 Introduction

TCV and its contractors will require access to private land as part of the development and delivery (construction) phases of the VNI West Project. This access is required for the completion of investigative studies and surveys, as well as physical construction works for the interconnector infrastructure. It is possible that accidental damage to private property may occur during the development and delivery phases of the Project.

This policy is intended to provide a guide to TCV and the community for the management of claims for accidental damage to private property. This policy includes provisions regarding:

- the materials private landholders are required to submit when making a claim to enable TCV to assess damages claims; and
- the assessment of damages claims by TCV, which may involve:
    - Damage being remediated by either the private landholder or TCV; and/or
    - TCV making a financial compensation payment to the private landholder.

TCV is committed to delivering the VNI West Project safely, with a focus on minimising harm and damage to private property to the extent practicable, and working with private landholders should any damage to property occur. TCV will endeavour to ensure it performs the requirements of this policy in a timely way.

1.1 Definitions

Damage means harm or destruction of private property, including anything living on or growing on the land that is caused by TCV, its employees or contractors, as a result of any Works.

Landholder means any owner or occupier of Land.

Land means any land in Victoria which is the subject of an access or other arrangement (whether in the form of a licence or an easement or otherwise) permitting TCV or its employees or contractors to enter upon that land for the purposes of the VNI West Project.

Remediation or Remediate means any form of action taken by either the Landholder or TCV, to improve or correct any Damage caused by TCV, its employees or contractors including but not limited to the performance of repair or rectification works.

Settlement Agreement means the template agreement attached at Schedule 1.

TCV means Transmission Company Victoria including its employees and contractors.

Works means any activity or task undertaken by TCV and its employees and contractors for the purposes of the VNI West Project including but not limited to studies, surveys, testing, mobilisation, early and civil works and construction work.

VNI West Project means the planning and development of the Victoria to New South Wales Interconnector West.

2 Requirements for notification of Damages

If any Damage is caused to private property during access to Land, the Landholder can make a submission through the TCV website, by writing directly to enquiries@transmissionvictoria.com.au, or by contacting their dedicated Landholder Liaison.

The submission to TCV should include the following:

- description of the Damage that has occurred, accompanied by photographs;
- information about when the Damage occurred, including date and time; and
- details of where on the Landholder's property the Damage was caused.

Once a submission has been made to TCV (a **claim**), the Landholder and TCV will assess and reach agreement on the extent of Damage in order to determine the appropriate Remediation (see section 4).

3 Assessing Damages

TCV will undertake an assessment of a claim of Damage made under section 2 of this policy to determine the appropriate next steps. TCV and the Landholder will need to agree on the level of Damage prior to Remediation and before any payment of financial compensation and execution of a Settlement Agreement.

The Landholder's entitlements under this Policy are subject to provision of relevant documents and otherwise complying with the process requirements set out below. TCV may, at its absolute discretion: require additional documentation or information (including but not limited to a statutory declaration) to support the validity of a claim made under this Policy.

Table 1 illustrates the different levels of Damage by reference to the cost to Remediate.

Table 1 Levels of damages

Level of Damage	Description
Minor	Any physical Damage to Land and its improvements, up to $2,000 + GST to Remediate.
Moderate	Any physical Damage to Land and its improvements, over $2,000 + GST but less than $20,000 to Remediate.
Other	Any physical Damage to Land and its improvements, over $20,000 + GST to Remediate.

4 Remediation and Compensation

TCV will work with the Landholder to agree on appropriate compensation or reimbursement for any Damage caused as a result of any Works. The application of this policy is not intended to fetter the statutory rights of any parties interested in land (other than land held by a Landholder) which is damaged.

4.1 Minor Damage

If the Damages are considered 'minor' in TCV's opinion in line with section 3 of this policy then the Landholder can elect to either Remediate the Damage themselves or seek that TCV Remediate.

If the Landholder chooses to Remediate the Damage themselves, it may recover the costs incurred for the Remediation. The Landholder must provide:

- detail of when the damage occurred;
- explanation of how TCV caused such damage;
- photo evidence of the damage and Remediation performed; and
- receipts or tax invoices showing the costs for the Remediation.

4.2 Moderate Damage

TCV will generally seek to Remediate 'moderate' Damage itself in the first instance. Alternatively TCV may, at TCV's discretion, make a proposal to instead pay compensation to the Landholder in lieu of undertaking Remediation. Either way, the Landholder will need to provide the following information:

- details of when the damage occurred;
- explanation of how TCV caused the damage;
- photo evidence of the damage;
- estimate value of works to Remediate; and
- two quotes from at least two different suppliers for the Remediation.

The quotes provided by the Landholder will form the basis for the amount of any compensation paid. TCV may, at its discretion, obtain its own quotes to satisfy itself that the amount payable is fair and reasonable.

4.3 Other Damage

For claims where it is estimated that the cost of Remediation will exceed $20,000 + GST, TCV reserves the right to engage its legal team to conduct a comprehensive review of the claim. The Landholder must provide:

- the information listed in section 4.2 above; and
- any other information reasonably requested by TCV.

4.4 Release

Any Remediation or payment of financial compensation to the Landholder will be subject to the Landholder executing a Settlement Agreement in the form attached at Schedule 1.

5 Complaints and Dispute Resolution

A Landholder may make a complaint regarding property Damage or the resolution process to TCV by phone, email, letter, or directly through their dedicated Landholder Liaison. Please see the Complaints Policy on the TCV website (transmissionvictoria.com.au/contact-us) for further information about the process and details of what information to include in your complaint.

Free call: 1800 824 221.

Email: enquiries@transmissionvictoria.com.au.

Post: Manager Project Stakeholder and Community Engagement GPO Box 2008, Melbourne VIC 3000

TCV is committed to complying with the Essential Services Commission Land Access Statement of Expectations and the Land Access Code of Practice. If a complaint cannot be resolved to your reasonable satisfaction you may direct your complaint to TCV management. Escalation options within TCV are outlined in the Complaints Policy.

If you are not satisfied with the outcome of your complaint, you may contact the Energy & Water Ombudsman of Victoria (EWOV) or the Australian Energy Infrastructure Commissioner (AEIC), the details of which are below. If the complaint relates to an agreement between a Landholder and TCV (such as an Access Agreement or Option for Easement), the Landholder may also refer the complaint to the dispute resolution process contained in that agreement.

Energy & Water Ombudsman of Victoria (EWOV) EWOV (www.ewov.com.au) is an independent and impartial dispute resolution service for Victorians, and it is free to contact EWOV and lodge a complaint or seek advice and assistance related to complaints in the electricity sector.

Free call: 1800 500 509

Email: ewovinfo@ewov.com.au

Australian Energy Infrastructure Commissioner (AEIC) The AEIC (www.aeic.gov.au) provides information about how to make a complaint, best industry practice and resources for landholders.

Free call: 1800 656 395

Email: aeic@aeic.gov.au

SCHEDULE 1

INSERT DATE

Dear [INSERT LANDHOLDER NAME]

Victoria to New South Wales Interconnector West Project – Deed of Settlement and Release

We refer to recent discussions between Transmission Company Victoria Pty Ltd (ABN 665 119 068) (**TCV**) of Level 12, 171 Collins Street, Melbourne Victoria 3000 and [INSERT LANDHOLDER FULL NAME] (**Landholder**) regarding the Landholder's compensation claim for the damage that has occurred at the [land\property] of the Landholder.

This deed sets out the terms that have been agreed between TCV and the Landholder in relation to the Landholder's claim.

1. Recitals

1.1. The Landholder is the [owner\occupier] of the land and property located at [INSERT LAND\PROPERTY DETAILS] (**Property**).

1.2. During the [planning, development, and delivery] [**Note: Delete as appropriate**] of the Victoria to New South Wales Interconnector West project (**VNI West**), TCV conducted certain Works on the Property.

1.3. The Landholder has made a Compensation Claim for Damage that has occurred at the Property.

1.4. Without admission of liability, the parties agree to settle the Compensation Claim in accordance with the terms of this deed.

2. Definition

2.1. In this deed:

(a) *Affiliates* means, with respect to any person, any other person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with that person.

(b) *Business Days* means a day that is not a Saturday or a Sunday or a day that is wholly or partly observed as a public holiday throughout the State of Victoria.

(c) *Claims* means any action, suit, claim, demand, cause of action, costs, and expenses, whether legal or equitable, or arising under statute and otherwise, and other liabilities of any nature (whether such Claim is known, continuing, unknown or incapable of being known as at the Effective Date).

(d) *Compensation Claim* means the claim made and notified by the Landholder to TCV on [INSERT DATE] in relation to [DESCRIBE SPECIFIC DAMAGE], including the matters the subject of the following [INSERT ANY RELEVANT COMMUNICATION\CORRESPONDENCE RELATING TO CLAIM].

(e) *Damage* means the harm or destruction of private property, including anything living on or growing on the land that is caused by TCC or TCV's Associates as a result of any Works.

(f) *Effective Date* means the date that this deed is executed and exchanged by both parties.

(g) *GST* means the goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth).*

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(h) *Settlement Amount* means the total amount of [INSERT AMOUNT], exclusive of GST.

(i) *Third Party* means any person not a party to this deed.

(j) *TCV's Associate* means each of the TCV's employees, officers, agents, contractors, suppliers, consultants, invitees, Affiliates and other persons authorised by them.

(k) *Works* means any activity or task undertaken by TCV and TCV's Associates for the purposes of the VNI West including but not limited to studies, surveys, testing, mobilisation, early and civil works and construction work.

3. Payment

3.1. Within 20 Business Days from the Effective Date, or such latter date as agreed in writing between the parties, TCV must pay to the Landholder the Settlement Amount by way of electronic funds transfer to the following account:

Account Name: [INSERT]

BSB: [INSERT]

Account Number: [INSERT]

Branch: [INSERT]

4. Release and Indemnity

4.1. On and from the Effective Date, the Landholder:

(a) releases and discharges the TCV and each of TCV's Associates from any Claims which, but for the execution of this deed, the Landholder now has, at any time had, may have or at any time in the future may have against TCV and the TCV's Associates arising out of, in relation to or in connection with the facts, matters or circumstances the subject of the Compensation Claim and related to or in any way connected with the Works;

(b) agrees not to commence or maintain any claim where the claim has been released pursuant to clause 4.1(a) of this deed; and

(c) agrees to indemnity TCV and TCV's Associate for any loss or costs arising from breach of clause 4.1(a) of this deed.

5. General

5.1. *(Deed):* Upon execution and with effect from the Effective Date, this document will take effect as a deed.

5.2. *(Binding effect of this deed):* This deed binds the Landholder and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of it.

5.3. *(Confidentiality):* Each party agrees to not disclose information provided by any other party (including its offices, employees, legal and other advisors and auditors), whether provided before, on or after the Effective Date, that is not publicly available (including the existence or contents of this document or any negotiations relating to this document except with the consent of the party who provided the information or as required by any law.

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5.4. *(Governing Law and jurisdiction):* This document is governed by the laws of the State of Victoria, and each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Victoria and the courts competent to determine appeals from those courts.

5.5. (*Enforcement*): The Landholder agrees that TCV is at liberty to plead this deed in any court of law, arbitral tribunal or in any other proceedings arising out of, touching on or concerning the matters referred to or contained in this deed as a bar to such proceedings anywhere in the world.

5.6. *(Warranty):* The Landholder warrants that:

(a) it has taken independent legal advice as to the nature, effect, and extent of this deed; [*Note: TCV recognises that for Minor or Moderate Compensation Claims (less than $20,000 to remediate) it may not be necessary for a Landholder to seek independent legal advice, and this warranty may not be required. TCV anticipates that a Landholder will consider seeking legal advice where there is a degree of complexity around a Compensation Claim or if the circumstances extend beyond property damage accidentally caused by TCV or its contractors. In such cases, TCV may require inclusion of this clause 5.6(a) warranty*].

(b) it has voluntarily signed this deed, and that it has obtained or has had the opportunity to obtain legal advice;

(c) it fully understands the nature, effect, and extent of the release;

(d) there has been no promise, representation or inducement or been party to any conduct material to the entry into this deed by any party other than as set out in this deed.

5.7. (*Acknowledgement*): The Landholder acknowledges and agrees that TCV's payment of the Settlement Amount is full compensation for, and in full satisfaction of, the Compensation Claim arising out of and in connection with TCV's conduct of the Works.

Signed by or on behalf of TCV as a deed by an authorised representative:

Signature of Witness	Signature of authorised representative
Print Name	Print Name
Date	Position (if applicable)

[*Note: Select appropriate execution block, and include separate execution for Occupier (if applicable)*]

[*Note: Option 1 – If Landholder (or Occupier if applicable) is a person, use following execution block.*]

Signed by or on behalf of [INSERT LANDHOLDER FULL NAME] as a deed:

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Signature	Signature
Print Name	Print Name
Date	Date

[*Note: Option 2 – If Landholder (or Occupier if applicable) is a company, use following execution block.*]

Signed by or on behalf of [INSERT LANDHOLDER FULL NAME**]** as a deed in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Signature	Signature
Print Name	Print Name
Date	Date

[*Note: Option 3 – If Landholder (or Occupier if applicable) is signing under power of attorney, use following execution block.*]

Signed by [#INSERT FULL NAME OF ATTORNEY#] as attorney for [INSERT LANDHOLDER FULL NAME] under power of attorney dated [#INSERT DATE OF POWER OF ATTORNEY#]:

Signature

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

Should you wish to discuss this matter further, please do not hesitate to contact me on INSERT NUMBER.

Yours sincerely

INSERT NAME

INSERT POSITION

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