

## 1 GENERAL OBLIGATIONS OF THE PARTIES

In consideration for the Hirer paying MPC Kinetic the Fee, MPC Kinetic will dry hire the Equipment to the Hirer for the Term.

## 2 ACKNOWLEDGEMENTS ABOUT THE EQUIPMENT

2.1 The Hirer acknowledges and agrees that:

- (a) MPC Kinetic is, and remains during the Term, the legal owner of the Equipment;
- (b) as at the commencement of the Term, the Equipment does not have any defects and complies with all Hirer requirements and Legislative Requirements;
- (c) the condition report, agreed or to be agreed by the parties in writing represents the condition of the Equipment at the commencement of the Term and, where no condition report is agreed by the parties in writing, the condition report prepared by MPC Kinetic in respect of the Equipment as at the Commencement Date represents the condition of the Equipment at the commencement of the Term;
- (d) MPC Kinetic has provided the Hirer with a copy of the change-out schedule, owner and operator manuals, current certificates of inspection, recent service history and historical maintenance data for the Equipment;
- (e) MPC Kinetic has maintained the Equipment to the OEM's specifications prior to commencement of the Term;
- (f) the Equipment is only fit for the purpose identified by the OEM for the Equipment and will not be used by the Hirer for any other purpose (the Hirer is responsible for obtaining and understanding all OEM technical specifications and instructions). Where the Equipment is a Flexipond, MPC Kinetic is the OEM and MPC Kinetic's instructions and technical specifications are published on the same website as these "O&G Australia & New Zealand – Services Terms and Conditions" and include any other written or verbal advice provided by MPC Kinetic to the Hirer;
- (g) at the commencement of the Term, where appropriate given the nature of the Equipment, the Equipment was accompanied by a Service Kit and a first aid kit; and
- (h) at the commencement of the Term, the Equipment was registered (if capable of registration) with the relevant authority.

## 3 COMMENCEMENT OF THE TERM

3.1 Unless specified otherwise in the Quotation, the party designated as being responsible for each of the mobilisation activities (and all obligations incidental to that activity) and the party responsible

for the cost of that activity is specified in the Responsibilities Matrix.

3.2 Without limitation, the Hirer will ensure that the activities for the mobilisation of the Equipment which are the responsibility of the Hirer have occurred by the date to allow the activities which are to commence on the Commencement Date to commence.

3.3 The Hirer acknowledges that it will not be granted access to MPC Kinetic's premises or premises nominated by MPC Kinetic until it has complied with the preconditions to access notified by MPC Kinetic from time to time.

## 4 RESPONSIBILITIES DURING THE TERM

4.1 Unless specified otherwise in the Quotation, the party designated as being responsible for each of the activities (and all obligations incidental to that activity) and the party responsible for the cost of that activity is specified in the Responsibilities Matrix.

4.2 During the Term, the Hirer must:

- (a) ensure that all inspections, servicing and maintenance of the Equipment (other than those to be undertaken by MPC Kinetic) is undertaken in accordance with OEM specifications;
- (b) allow MPC Kinetic access to the Site to inspect the Equipment and undertake its obligations at any time;
- (c) not place any signage on the Equipment or remove MPC Kinetic's signage from the Equipment, without the prior written approval of MPC Kinetic;
- (d) not move the Equipment from the Site without the prior written approval of MPC Kinetic;
- (e) comply with all Legislative Requirements and OEM specifications in relation to the Equipment and its use;
- (f) immediately (prior to the repair of the damage) notify MPC Kinetic of any damage to the Equipment;
- (g) repair all damage to the Equipment which is authorised by MPC Kinetic in accordance with the OEM and/or MPC Kinetic requirements. Genuine parts must be used in all repairs. MPC Kinetic may, at its election, repair the Equipment itself in which case the costs connected with this will be a debt due and payable by the Hirer to MPC Kinetic (and to avoid doubt, the Rent will continue to be payable by the Hirer for the duration of any repair);
- (h) immediately notify MPC Kinetic of any Casualty Event and follow all directions of MPC Kinetic in relation to that Casualty Event; and

- (i) immediately notify MPC Kinetic if it is possible that an Insolvency Event will occur in relation to the Hirer.

4.3 If at any time during the Term, MPC Kinetic considers that the Hirer is in breach of this Contract, MPC Kinetic may notify the Hirer of this fact and, if the Hirer does not remedy the breach or secure to MPC Kinetic to its reasonable requirements the performance of the obligations of the Hirer under this Contract, may immediately enter the Site to retrieve the Equipment and/or take any other remedial action it deems necessary at the Hirer's cost.

**5 RESPONSIBILITIES FOR DEMOBILISATION**

5.1 Unless specified otherwise in the Quotation, the party designated as being responsible for each of the demobilisation activities (and all obligations incidental to that activity) and the party responsible for the cost of that activity is specified in the Responsibility Matrix.



5.2 The Hirer will ensure that the activities for the demobilisation of the Equipment which are the responsibility of the Hirer have occurred by the date to allow the activities which are to commence on the Expiry Date to commence on that date.

5.3 Irrespective of the responsibility for the demobilisation activities, the Hirer must ensure that the Equipment is returned to MPC Kinetic:

- (a) in good condition (subject only to fair wear and tear) and in an operational state;
- (b) in a manner which is free of materials, flora or fauna (e.g. fire ants and noxious weeds) and provide all evidence in support of this as required by MPC Kinetic;
- (c) with any accessories, a Service Kit and a first aid kit with which it was hired or a replacement;
- (d) with a full tank of fuel (as applicable to the Equipment); and
- (e) with all service and maintenance logs completed in relation to activities undertaken during the Term.

If the Hirer does not comply with any of these requirements, MPC Kinetic can take any action necessary to rectify and the costs connected with this will be a debt due and payable by the Hirer to MPC Kinetic upon receipt of invoice for the costs.

5.4 The parties must complete and sign a completion report in the form required by MPC Kinetic at the

time the Equipment is returned to MPC Kinetic (if the Hirer is responsible for decommissioning, loading, transporting and/or unloading of the Equipment at the premises nominated by MPC Kinetic, then at that time or if the Hirer is not responsible for any demobilisation activities, then prior to demobilisation from the Site). Where no completion report is prepared or signed by the parties, the completion report prepared by MPC Kinetic in respect of the Equipment as at the date that the Equipment is returned to MPC Kinetic represents the condition of the Equipment as at that date.

5.5 A comparison between the condition report under clause 2.1(c) and the completion report under clause 5.4 will form the basis for determining each party's liability in relation to damage to or loss of the Equipment during the Term. If the Hirer does not sign a completion report or report on the comparison, MPC Kinetic's opinion in relation to the condition of the Equipment will be definitive and binding on the Hirer.

5.6 The Hirer will be responsible to MPC Kinetic for all damage to or loss of the Equipment during the Term, fair wear and tear excepted (as determined by MPC Kinetic).

5.7 If there is damage to or loss of the Equipment during the Term, MPC Kinetic may elect to:

- (a) repair the damage itself and the cost connected with these repairs plus a 15% mark-up will be a debt due and payable from the Hirer to MPC Kinetic (in addition to the Rent for the period of the repairs); and
- (b) direct the Hirer to repair the damage to the Equipment or replace the lost items at its own cost (and the Rent will continue to be payable by the Hirer to MPC Kinetic until such time as MPC Kinetic advises in writing that it is satisfied the damage has been repaired and lost items replaced; and
- (c) the Hirer will follow all directions of MPC Kinetic in connection with any insurance claim in relation to the damage to or loss of the Equipment.

**6 INSURANCE**

6.1 During the Term, the Hirer will effect and maintain:

- (a) public liability insurance with a limit of not less than \$20,000,000.00 per occurrence for personal injury, death and property damage. Such policy will name MPC Kinetic as an additional insured,
- (b) a plant and equipment insurance policy covering damage to, or destruction or loss of, the Equipment. Such policy will cover the full replacement value of the Equipment and will name MPC Kinetic as an additional insured; and

- (c) workers compensation insurance as required by law.
- 6.2 The insurance policies required by this clause must be effected with insurers and on terms and conditions approved by MPC Kinetic.
- 6.3 Within 24 hours of a request from MPC Kinetic, the Hirer must provide evidence in the form of a certificate of currency and a copy of the policy wording to MPC Kinetic that the insurance required by this policy has been effected and maintained.
- 6.4 The Hirer will be responsible for the payment of all premiums and excesses and deductibles in connection with the effecting of, maintenance of, or claims on, the insurance policies required by this clause.
- 6.5 The Hirer must comply with the policies for the insurances required by this clause and must not do anything to give an insurer grounds to avoid cover under each policy.

## 7 FEE & VARIATIONS

- 7.1 The Fee is set as per the Quotation only if the Quotation is accepted by the Hirer in writing or the hire of the Equipment commences within any stated validity period or, if no validity period is stated, within 30 days from the date of the Quotation. If the Hirer proceeds with the hire outside of the Quotation validity period, this will be considered a variation directed by the Hirer and MPC Kinetic will be entitled to modify the Fee accordingly.
- 7.2 Unless otherwise specified in the Quotation:
- (a) any reimbursable amounts (not expressly included within a rate) such as meals and accommodation and other charges to be paid by the Hirer to MPC Kinetic in connection with the performance of this Contract will be paid by the Hirer at actual cost incurred by MPC Kinetic plus a mark-up of 15%; and
- (b) the rates included in the Quotation will apply for the period stated in the Quotation or, if nothing is stated, a maximum of 24 months from the date of the Quotation.
- 7.3 The Fee is quoted by MPC Kinetic, and will be paid by the Hirer, in the denomination specified in the Quotation. If no denomination is specified in the Quotation, the denomination will be as notified by MPC Kinetic.
- 7.4 The Fee excludes all applicable taxes (including GST), levies, duties, fees, bank charges or expenses assessed or levied in connection with the hire of the Equipment. The Hirer is responsible for the payment of all such taxes (including GST), levies, duties (including customs), fees, bank charges or expenses assessed or levied and, if levied on MPC Kinetic, may be charged to the Hirer as part of the Fee.
- 7.5 If—

- (a) Legislative Requirements, or Hirer's requirements for the Equipment, change during the Term; and
- (b) it is possible for MPC Kinetic to modify the Equipment to accommodate those changes, within a reasonable time from the date MPC Kinetic is provided written notice of the required changes, MPC Kinetic will present to Hirer a detailed plan to implement those changes. Any proposed changes must be accepted by Hirer before any modifications are made. The costs of any modifications to the Equipment (including demobilisation from Site and remobilisation to Site as necessary) in accordance with this clause will be borne by the Hirer and MPC Kinetic will provide the Hirer with a modified Rent rate for the Equipment which will apply from the time the Equipment is modified and available to the Hirer to be used.

## 8 PAYMENT

- 8.1 The Hirer will pay MPC Kinetic:
- (a) the Mobilisation Fee after MPC Kinetic has performed its mobilisation activities;
- (b) the Rent for the Term as agreed;
- (c) the Training Fee at the times specified in the Quotation and, if no times are specified, periodically upon delivery of the training;
- (d) the Demobilisation Fee after MPC Kinetic has performed its demobilisation activities; and
- (e) any other amount payable by the Hirer upon receipt of invoice for that amount from MPC Kinetic.
- 8.2 MPC Kinetic will provide to the Hirer a Tax Invoice for the relevant part of the Fee on or after the last day of each month.
- 8.3 The Hirer will pay the amount of each Tax Invoice issued by MPC Kinetic under this clause within 30 days from the date of receipt of the Tax Invoice, except where the Hirer disputes the Tax Invoice in which case:
- (a) the Hirer will pay the undisputed part of the Tax Invoice (if any) within this timeframe; and
- (b) if the resolution of the dispute determines that the Hirer is to pay an amount to MPC Kinetic, the Hirer will pay that amount within 5 Business Days of resolution of that dispute.
- 8.4 Interest at a rate of 18% per annum will be payable by the Hirer in respect of any part of a Tax Invoice which is due but unpaid until paid.

## 9 LIABILITY

- 9.1 The Hirer will indemnify MPC Kinetic, its Related Bodies Corporate and their Personnel against all Claims arising out of, or in connection with:
- (a) the Hirer's breach of this Contract;
- (b) the negligent acts or omissions of the Hirer and its Personnel; or
- (c) the Hirer's use or hire of the Equipment.

- 9.2 MPC Kinetic will not be liable for any Claim by the Hirer or any person claiming through the Hirer, including its Personnel, unless the Hirer provides MPC Kinetic with written notice of the details (including the legal basis, factual basis and quantum) of the Claim within 10 days of the time when the Hirer should have first become aware of the facts or circumstances giving rise to the Claim.
- 9.3 Notwithstanding clause 9.2, under no circumstances will MPC Kinetic be liable to the Hirer for the condition of the Equipment at the commencement of the Term. The Hirer uses the Equipment at its own risk.
- 9.4 Notwithstanding anything contained elsewhere in this Contract, the Hirer will defend, indemnify and hold harmless MPC Kinetic and its Related Bodies Corporate and their Personnel from and against all Claims arising from or in connection with:
- Personal injury or death of any person;
  - loss of or damage to any property, including, without limitation, any reservoir, geological formation or underground strata or the loss of oil or gas, minerals or other substance;
  - the use of the Equipment; and
  - any contamination (man-made or natural) including any emanating from the Equipment, including retrieval and/or containment and clean up.
- 9.5 Notwithstanding anything expressed or implied in this Contract, MPC Kinetic will not be liable to the Hirer or any person claiming through the Hirer, including any of its Personnel, for any Consequential Loss arising out of or in connection with this Contract or the performance of it.
- 9.6 Notwithstanding anything else in this Contract but excluding any Claim to the extent of the gross negligence or wilful misconduct of MPC Kinetic, MPC Kinetic's aggregate liability to the Hirer or any person claiming through the Hirer, including any of its Personnel, under or in connection with this Contract is limited to 10% of the Fees paid by the Hirer to MPC Kinetic during the Term.
- 10 TERMINATION**
- 10.1 MPC Kinetic may terminate this Contract by written notice to the Hirer if:
- a Casualty Event occurs or is notified under clause 4.2(h);
  - an Insolvency Event occurs in relation to the Hirer or a notice is received under clause 4.2(i) in relation to a possible Insolvency Event;
  - MPC Kinetic notifies that it intends to retrieve the Equipment in accordance with clause 4.3;
  - the Hirer commits a breach of this Contract and fails to remedy that breach within 10 days of receipt of a notice identifying the breach (this clause does not limit MPC Kinetic's rights specified elsewhere in the Contract or at law);
- the Hirer does not complete its responsibilities in relation to the mobilisation of the Equipment by the Commencement Date or the demobilisation of the Equipment on or before the Expiry Date;
  - the Hirer or any of its Personnel commits fraud or misconduct; or
  - the Hirer or any of its Personnel has or is in MPC Kinetic's reasonable opinion likely to commit a serious breach of workplace, safety or environmental requirements in relation to the Equipment.
- 10.2 If the Contract is terminated pursuant to clause 10.1, then without in any way limiting the rights of MPC Kinetic:
- the Hirer will be liable to pay MPC Kinetic the Fee for the Term;
  - the Hirer will at the Hirer's cost do all things required to enable MPC Kinetic to recover its Equipment and to demobilise that Equipment to its nominated premises; and
  - the Hirer will at the Hirer's cost follow all MPC Kinetic's directions in relation to the demobilisation of the Equipment;
- and if pursuant to clause 10.1(a),
- the Hirer will at the Hirer's cost follow all directions of MPC Kinetic in relation to the retrieval, search, salvage, removal or other action incidental to the Casualty Event;
  - the Hirer will at the Hirer's cost follow all directions of MPC Kinetic in connection with an insurance claim in relation to the Casualty Event; and
  - MPC Kinetic will be entitled to the salvage of the Equipment.
- 11 INTELLECTUAL PROPERTY**
- Nothing in this Contract transfers or vests any Intellectual Property Rights arising out of, or in connection with the Equipment, in the Hirer – such Intellectual Property Rights remain vested in MPC Kinetic.
- 12 GENERAL**
- 12.1 This Contract becomes binding once the hire of the Equipment commences (including MPC Kinetic performing any mobilisation activities) or the Quotation is accepted, whichever is the earlier.
- 12.2 This Contract supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- 12.3 Under no circumstances will any PO, document, requirement or information provided or issued by the Hirer (whether or not signed or impliedly accepted by MPC Kinetic) will form part of this Contract, unless expressly stated in the Quotation.

- 12.4 This Contract may only be amended by written agreement between all parties.
- 12.5 A right under this Contract may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.
- 12.6 MPC Kinetic may sub-contract, assign or novate any of its rights or obligations under the Contract without the prior written consent of the Hirer.
- 12.7 The law in effect at the Site will govern this Contract (if there are multiple places comprising the Site, the nearest capital city to the majority of time the Equipment is hired).
- 12.8 Each party irrevocably submits to the exclusive jurisdiction of the courts of that law and courts competent to hear appeals from those courts.
- 12.9 The contents of this Contract and all communications, documentation and information provided by a party in connection with this Contract are considered confidential and must be kept confidential by the other party, except where disclosure is required by law or permitted by the other party.
- 12.10 Any dispute between the parties in connection with this Contract will be negotiated in good faith for resolution consistent with the agreement reflected in this Contract.
- 12.11 A clause or part of a clause of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining clauses or parts of the clause of this Contract continue in force.
- 12.12 Any notice, Tax Invoice or document given under the Contract will be deemed to be sufficiently served, if delivered, posted (by prepaid post), faxed or emailed to a party as per the details in the Quotation or such other updated details provided by the party:
- if it is posted, on the second Business Day following the date on which it was posted,
  - if served by facsimile transmission and transmitted by facsimile out of normal business hours (being 8:00am-5:00pm on a Business Day) the Business Day which next follows the day of transmission,
  - in the case of electronic delivery, at the time shown in the delivery confirmation report generated by the sender's email system, or where a confirmation report is not generated, unless the sender receives a return notification that the email was not delivered, undeliverable or similar, at the time which is 12 hours from the time the email was sent, but if such time is outside of normal business hours, the next Business Day, and
- (d) otherwise, any notice, Tax Invoice or document will be deemed to be received at the time of actual receipt.
- 12.13 Other than a Tax Invoice, all notices under this Contract must be given to, and by, the party's representative identified in the Quotation. If no representative is identified in the Quotation, all notices other than a Tax Invoice must be given to, and by the party's representative as notified (whether implied or expressly) by each party in writing from time to time.
- 12.14 In addition to this clause, clauses 5.1 to 5.6, 6.4, 6.5, 8, 9, 10.2, 11, 12 and 13 will survive termination or expiry of this Contract.
- 13 DEFINITIONS & INTERPRETATION**
- 13.1 In this Contract:
- 'Business Day'** means a day that is not a Saturday or Sunday, a public holiday, or 27, 28, 29, 30 or 31 December in any year at the Site.
- 'Casualty Event'** means where the Equipment is stolen, lost, destroyed or damaged in MPC Kinetic's reasonable opinion beyond the point of economic repair.
- 'Claims'** means any claim, notice, demand, debt, account, lien, liability, action, proceedings or suit under, arising out of, or in any way in connection with this Contract.
- 'Commencement Date'** means the date the specified in the Quotation for the commencement of the hire of the Equipment or, if no date is specified in the Quotation, the date notified by MPC Kinetic.
- 'Consequential Loss'** means any indirect, special or consequential losses including but not limited to business interruptions of any nature
- loss of production
  - loss of product
  - loss of use
  - loss of opportunity
  - loss of revenue or anticipated revenue
  - loss of reputation
  - loss of profit or anticipated profit or savings
  - wasted overheads; and
  - special, exemplary or punitive damages.
- 'Contract'** means:
- these 'Australia & New Zealand – Dry Hire Terms and Conditions'; and
  - the Quotation for the Equipment provided to the Hirer; and
  - any documents or other information referenced in the Quotation,
- and in the event of an inconsistency, the order of precedence above will apply.
- 'Demobilisation Fee'** means the fee payable by the Hirer to MPC Kinetic for demobilisation activities related to the Equipment.

**‘Equipment’** means the plant, equipment, tools or other items specified in the Quotation to be hired by the Hirer from MPC Kinetic.

**‘Expiry Date’** means the date specified in the Quotation as the last day for the hire of the Equipment or, if no date is specified in the Quotation, the date notified by MPC Kinetic, in each case, as varied by agreement with MPC Kinetic.

**‘Fee’** means the remuneration specified in the Quotation, including but not limited to the Mobilisation Fee, the Rent, the Demobilisation Fee and the Training Fee, as varied under clause 7.

**‘Flexipond’** means the “Flexipond” modular tank system.

**‘GST’** has the same meaning as in the GST Act.

**‘GST Act’** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or *Goods and Services Tax Act 1985* (NZ), as applicable.

**‘Hirer’** means the person hiring the Equipment, as identified in the Quotation or as otherwise advised by the Hirer (through the provision of a PO or otherwise).

**‘Insolvency Event’** means any of the following events:

- (a) a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the *Corporations Act 2001* (Cth)) or other equivalent legislation, trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the party;
- (b) the party or the party's property or undertaking becomes subject to a personal insolvency arrangement under part X *Bankruptcy Act 1966* (Cth) or equivalent legislation or a debt agreement under part IX *Bankruptcy Act 1966* (Cth);
- (c) the party is, or becomes unable to, pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth) or equivalent legislation, or is presumed to be insolvent under the *Corporations Act 2001* (Cth) or equivalent legislation;
- (d) the party ceases to carry on business; or
- (e) an application or order is made for the liquidation of the party or a resolution is passed, or any steps are taken to liquidate or pass a resolution for the liquidation of the party, otherwise than for the purpose of an amalgamation or reconstruction.

**‘Intellectual Property Rights’** means any invention, patent, trade mark, copyright, industrial design or process of manufacture or similar.

**‘Legislative Requirements’** includes:

- (a) Acts, regulations, local laws, by-laws, ordinances, orders, awards and proclamations of the Commonwealth, the State or Territory or local government relevant to the matters the subject of the Contract or where any part thereof is being carried out and the requirements of any other relevant Government agency; and
- (b) certificates, licences, consents, permits, codes, standards, approvals and requirements of organisations having jurisdiction in connection with the use or hire of the Equipment.

**‘Mobilisation Fee’** means the fee payable by the Hirer to MPC Kinetic for mobilisation activities related to the Equipment.

**‘MPC Kinetic’** means the entity identified as such in the Quotation.

**‘OEM’** means the original Equipment manufacturer.

**‘Personnel’** means any director, officer, employee, consultant, agent or contractor of a party.

**‘PO’** means a ‘Purchase Order’ or other similar document issued by the Hirer.

**‘Quotation’** means the ‘Quotation’ or other document providing the details of the Fee and/or the Equipment and other related terms and conditions issued to the Hirer.

**‘Related Body Corporate’** has the same meaning as in the *Corporations Act 2001* (Cth).

**‘Rent’** means the fee payable by the Hirer to MPC Kinetic for the use of the Equipment during the Term.

**‘Responsibilities Matrix’** means:

- (a) in the case of a Flexipond, the document entitled “Flexipond – Responsibilities Matrix”; or
- (b) in the case of any other Equipment, the document entitled “Equipment – Responsibilities Matrix”, which is published on the same website as these “O&G Australia & New Zealand – Services Terms and Conditions”.

**‘Site’** means the place or places where the Equipment is to be used.

**‘Service Kit’** means the gear supplied by the OEM for the servicing of the Equipment (including filters, o-rings, seals and similar).

**‘Tax Invoice’** has the same meaning as in the GST Act.

**‘Term’** means the period between:

- (a) the date the Quotation is signed by the Hirer;
- (b) the date for commencement of hire specified in the Quotation; or
- (c) the time the mobilisation activities commence, (whichever is the earlier) and:
- (d) the Expiry Date; or

- (e) the date upon which MPC Kinetic is satisfied that the Hirer has complied with its obligations under the Contract,  
(whichever is the later).

**'Training Fee'** means the fee payable by the Hirer to MPC Kinetic for providing training services related to the Equipment.

13.2 In this Contract, unless the context indicates otherwise:

- (a) a singular word includes the plural and vice versa;
- (b) 'includes' in any form is not a word of limitation;
- (c) a reference to a party to this Contract or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns; and
- (d) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.