



# QGC Crossing Application

## Application Process

1. This Crossing Application is to be used where a Landholder proposes to carry out Crossing Works which will cross or encroach within 15 metres of any QGC Asset.
2. QGC will consider the Crossings Application and may:
  - a. request more information;
  - b. request changes to the indemnities and insurances offered by the Landholder;
  - c. approve the proposed Crossing Works subject to compliance with the Crossing Approval;
  - d. require the Landholder to execute a Co-Use Agreement;
  - e. refuse to allow the Crossing Works.
3. If, after assessment of the Crossing Application, QGC agrees to the Crossing Works, QGC provide to the Landholder the Crossing Approval in the form provided at Annexure 5 together with any Special Conditions QGC requires.
4. If QGC agrees to the Crossing Works but requires a Co-Use Agreement, QGC will provide the Landholder with a draft Co-Use Agreement and negotiate terms and conditions with the Landholder

## Please Provide the Following Information

1. This Application seeks approval to cross or encroach within 15 metres of the following QGC Assets (select one or more of: steel pipeline, polyethylene pipeline, fibre optic, power lines, other – specify below).
2. Crossing locations:
  - i. Easting: ..... Northing: .....
  - ii. Easting: ..... Northing: .....
  - iii. Easting: ..... Northing: .....
  - iv. Easting: ..... Northing: .....
  - v. Easting: ..... Northing: .....
3. Description of proposed Crossing Works: (This should include the proposed date of construction, the type of infrastructure to be installed, the diameter of any proposed pipeline, whether any proposed pipeline is high or low pressure, the proposed depth of burial of any pipeline and the proposed method to be used to construct the crossing.) Note: For the safety of people and property, Landholders must always submit an Application for all fencing and pipe laying across QGC pipelines.  
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4. Plans and specifications for the proposed Crossing Works. Attach the following documents: cross-section drawing, standard contractor drawing/s, IFC (Issued for Construction) or equivalent GIS data for the proposed Crossing Works, work method statement, procedures and safe work method statements. Provide descriptions and/or document reference numbers below and attach the relevant documents to this Crossing Application – or as otherwise specified in any existing Master Crossing Agreement in place with



QGC. The relevant Australian Standard is AS 2885.

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5. Provide insurance cover details. Attach Certificates of Currency to this Application. This section is not required if the Landholder is a party to a Master Crossing Agreement in place with QGC.

a. Workers compensation insurance

- Name of Insurer - .....
- Policy Number - .....
- Amount - .....

b. Third Party Liability insurance

- Name of Insurer - .....
- Policy Number - .....
- Amount - .....

c. Third Comprehensive motor vehicle insurance

- Name of Insurer - .....
- Policy Number - .....
- Amount - .....



## Landholder acknowledgements

1. The Landholder acknowledges having understood QGC's Dial Before You Dig information in relation to the proposed Crossing Works, consisting of:
  - a. the map of existing QGC infrastructure in the area of interest as detailed in Annexure 1;
  - b. the disclaimer for the use of the Dial Before You Dig map as detailed in Annexure 2;
  - c. this Crossing Application;
  - d. QGC's excavation and trenching procedure detailed in Annexure 3;
  - e. QGC's Guidelines for Work Near QGC Pipelines as detailed in Annexure 4;
  - f. QGC's standard Crossing Approval, including as-built requirements as detailed in Annexure 5; and
  - g. QGC's explanation of the crossing approval process and likely timeframe for approval.
  
2. The Landholder acknowledges having received, read and understood QGC's Dial Before You Dig information in relation to the proposed Crossing Works, consisting of:
  - a. the provision of this Dial Before You Dig response and attachments by QGC does not authorise any activity, including the Proposed Crossing Works;
  - b. the information in the Dial Before You Dig response and attachments may not be accurate and must not be relied upon by the Landholder to carry out any activity, including the proposed Crossing Works;
  - c. the Landholder has made his own enquiries and has satisfied himself about all legal requirements, all local conditions and all matters relevant to the proposed Crossing Works.

## Defined Terms

**Co-Use Agreement** means an agreement negotiated by QGC and the Landholder to approve and regulate the Crossing or encroachment of assets owned or operated by the Tenement Holder and the Landholder.

**Crossing** means Crossing Works which cross above or below or encroach with 15 metres of any QGC Assets.

**Crossing Approval** means the Crossing Approval detailed in Annexure 5 together with any special conditions or amendments negotiated between the parties.

**Crossing Works** means the activities and structures which QGC authorises the Landholder, by way of Crossing Approval, to carry out, construct, operate and maintain.

**Dial Before You Dig** means the national referral service for information on locating underground utilities designed to prevent damage and disruption third party infrastructure.

**Guidelines for Work Near QGC Pipelines** means the guidelines detailed in Annexure 4 as may be amended from time to time by the Tenement Holder.

**Land** means the land described as [insert].

**Landholder** means the registered owner of the Land.

**Landholder Agent** means by the Landholder's employees, contractors, sub-contractors, agents and other representatives.

**Permit to Work** means the Tenement Holder will provide the Landholder the principles, procedures and rules for the QGC Permit to Work System to assist all parties in carrying out works in accordance with safe working



practices. The Permit to Work system complies with all relevant legislation and is to be used in conjunction with all applicable legislation for the work being conducted including Codes of Practice and relevant Australian Standards.

**QGC** means QGC Pty Ltd ACN 089 642 553.

**QGC Assets** means steel pipelines, polyethylene pipelines, power lines, fibre optic cables and any other lineal infrastructure constructed and operated by or on behalf of QGC and its associated companies.

**Tenement Holder** means [insert].

## Landholder

Signed by (Insert Landholder) in the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Landholder

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Date



## **Annexure 1: Crossing Map**



## **Annexure 2: Crossings Disclaimer**

Following a referral from the Dial Before You Dig service, QGC prepares and discloses plans, drawings and data (together the "Information") on the approximate presence or location of the QGC Assets to the Landholder who intends to undertake excavation works in the same geographical area (including without limitation excavation in the vicinity of QGC's pipelines).

In consideration of the Landholder's application for, and receipt of the Information, the Landholder agrees and acknowledges that:

### **1. Duty of Care**

Any party who undertakes excavation in the vicinity of QGC's Assets has a legal duty of care that must be observed. This legal obligation requires all parties to adhere to a standard of reasonable care while performing any acts that could foreseeably harm QGC's Assets.

### **2. Disclaimer**

QGC discloses the Information to the Landholder, strictly on the basis that, to the maximum extent permitted by law:

- (a) QGC, its officers, employees and agents will not be liable for any actions, damages, liabilities, losses, claims, demands, costs or expenses (including consequential losses) or any other proceeding whatsoever arising out of, or in connection with, the use of or reliance on the Information supplied to the Landholder, its servants or agents; and;
- (b) the Landholder releases and discharges QGC, its officers, employees and agents from any actions, damages, liabilities, losses, demands, claims (in contract, tort, statute or otherwise) or any other proceedings the Landholder may have or, but for this release, might have had, arising out of, or in connection with, the use of or reliance on the Information supplied to the Landholder.

### **3. Indemnity by the Landholder**

To the maximum extent permitted by law, the Landholder indemnifies and keeps indemnified QGC, its officers, employees, agents and related bodies corporate against any actions, damages, liabilities, losses, demands, claims, costs or expenses (in contract, tort, statute or otherwise) or any other proceedings the Landholder may have or, but for this indemnity, might have had, arising out of, or in connection with:

- (a) the provision of the Information by QGC to the Landholder;
- (b) the use of the Information by the Landholder; or
- (c) the reliance on the Information by the Landholder.



#### **4. No Representation or Warranty by QGC**

Whilst QGC has taken reasonable steps to ensure that the Information supplied to the Landholder is accurate, the Information is provided by QGC to the Landholder strictly on the condition that no assurance, representation, warranty or guarantee (express or implied) is given by QGC in relation to the Information (including without limitation quality, accuracy, reliability, completeness, currency, sustainability or suitability for any particular purpose) except that the Information has been disclosed in good faith.

#### **5. QGC Approval to Undertake Excavation Works**

Under the *Petroleum and Gas (Production and Safety) Act 2004* (Qld), QGC is issued with petroleum authorities. This authority gives QGC powers to limit third party activities on and in the vicinity of its pipelines. A Landholder that intends to perform any works in the vicinity of QGC's Assets (including without limitation QGC's pipelines) must have prior approval from QGC before commencing any work.

The Landholder acknowledges and agrees that:

- (a) the provision of the Information by QGC does not constitute approval or consent for the Landholder to proceed with any planned excavation works in the vicinity of QGC's Assets;
- (b) the Landholder or the third party undertaking the excavation work must have an access authority issued by QGC personnel before the work can commence;
- (c) any referral to approval or consent in this document means approval in writing from QGC; and
- (d) where the Landholder intends to undertake any work on a QGC easement or within the vicinity of QGC's Assets, the Landholder must in addition to the written approval comply with all and any additional specifications imposed on the Landholder by QGC.

#### **6. Non Compliance**

In the event that the Landholder has prior approval from QGC to undertake excavation works and damage occurs to any of QGC's Assets, the Landholder must contact QGC immediately. If the situation is at all life threatening, contact the Emergency Services on 000.

QGC reserves all rights to recover compensation for loss or damage caused by interference or damage, including consequential loss and damages to its assets, infrastructure or other property (including without limitation QGC's pipelines).

Penalties apply under the *Petroleum and Gas (Production and Safety) Act 2004* (Qld) for third parties who carry out works near QGC's Assets without QGC's consent and/or authority:



## **Annexure 3: Excavation and Trenching Procedure**





# **Annexure 4: Guidelines for Work Near QGC Pipelines**



## **Annexure 5: Standard Crossing Approval**