



**Agreement Date:**

## Crossing Approval

In relation to the Crossing Application, QGC gives approval for the Crossing Works described below in accordance with the terms of this Crossing Approval.

This Crossing Approval is effective for one year from the date of signature of this Crossing Approval by QGC, but may be terminated earlier by QGC if the landholder fails to comply the conditions of this Crossing Approval.

### Description of the Crossing Works

Type of infrastructure to be installed:

- a. Installation of Crossings of QGC Gathering as per QGC Crossing Map (Annexure 1):
  - Location 1. E:(Insert) N:(Insert) – Crossing ID BBXX-X-XXX

QGC Excavation as shown in Annexure 2:

Guidelines for work Near QGC Pipelines as shown in Annexure 3.

### Tenement Holder

Signed for and on behalf of the Authority Holder by QGC Pty Limited (ACN 089 642 553) by its authorised representative in the presence of:

\_\_\_\_\_  
Authorised representative

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

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Date



**Landholder**

Signed by (Insert Landholder) in the presence of

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

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

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

\_\_\_\_\_  
Date



## Defined Terms

**Business Day** means a day on which banks are open for business in Brisbane excluding a Saturday, Sunday or public holiday in that city.

**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 Application** means the application by the Landholder to QGC dated [insert].

**Crossing Approval** means this document and includes:

- a. General Conditions;
- b. Special Conditions; and
- c. any schedules and annexures.

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

**Guidelines for Work Near QGC Pipelines** means the guidelines prepared by the Tenement Holder and provided to the Landholder as may be amended from time to time by the Tenement Holder.

**Land** means the land described in the Crossing Application.

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

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

**Loss** means any actions, damages, liabilities, losses, demands, claims, costs or expenses (in contract, tort, statute or otherwise) or any other proceedings which may be brought against, made upon or incurred by the Tenement Holder.

**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 Parties]



## General Conditions

### The Landholder must:

1. Indemnify and keep indemnified the Tenement Holder (both jointly and severally), its officers, employees and agents against any Loss suffered or incurred by the Tenement Holder arising out of or in connection with the carrying out of the Crossing Works by the Landholder and the Landholder's Agents.
2. Release and discharge the Tenement Holder, its officers, employees and agents against any actions, damages, liabilities, losses, demands, claims, costs or expenses (in contract, tort, statute or otherwise) or any other proceedings which but for this clause might be brought against the Tenement Holder (both jointly and severally), arising from the carrying out of the Crossing Works by the Landholder and the Landholder's Agents.
3. Unless otherwise agreed with QGC, take out and maintain the following insurances during the construction, operation and maintenance of the Crossing Works:
  - a. Third party liability insurance with a limit of indemnity not less than \$20 million in respect of any one incident and unlimited in the aggregate;
  - b. Comprehensive motor vehicle insurance in respect of all motor vehicles engaged in carrying out the Crossing Works; and
  - c. Workers compensation insurance required by statute
4. Each insurance policy noted above in (a) and (b) must:
  - a. be taken out in the name of the Landholder, note QGC as an insured and insure each of the applicant's insurable interests;
  - b. be effected with a reputable and solvent insurer approved by QGC; and
  - c. not lapse, terminate, vary or forfeit without at least a month's prior written notice to QGC.
5. The Landholder must deliver to QGC a certificate of currency of each policy on or before the commencement of the Crossing Works and proof of its currency thereafter whenever reasonably required by QGC.
6. Not Carry out any part of the Crossing Works:
  - a. before the Landholder, under QGC supervision, has located and advised QGC of the exact location and depth of the QGC Asset;
  - b. except under the on-site supervision of QGC unless QGC has given its permission in writing to the contrary;
  - c. until the Landholder has obtained a Permit to Work from QGC;
  - d. until the Landholder has provided Certificates of Currency of Insurance as requested by QGC; and
  - e. unless the Landholder has obtained all other authorisations required by the Landholder to lawfully carry out the Crossing Works, including any authorisation to access the land on which the Crossing Works are to occur. For the avoidance of doubt the Approval to which these conditions apply does not constitute consent to access the land, whether owned by QGC or otherwise.



7. Ensure that the Landholder and the Landholder's Agents are suitably qualified for the purposes of carrying out, operating and maintaining the Crossing Works and will comply in all respects with the reasonable requirements of QGC in the course of:
  - a. undertaking and constructing the Crossing Works;
  - b. operating the Crossing Works;
  - c. maintaining the Crossing Works; and
  - d. otherwise performing the Landholder's obligations under the Crossing Approval.
8. Carry out, operate and maintain the Crossing Works in a safe, proper and workmanlike manner and comply with any relevant engineering standards and procedures specified in the Crossing Approval, including the Guidelines for Work Near QGC Pipelines.
9. Provide a minimum of 72 hours prior to commencement of construction of the Crossing Works and apply for a Permit to Work including meeting all of the reasonable requirements of that permit.
10. Install suitable marker posts at either side of the crossing location.
11. Where a metallic pipe crosses an installed QGC metallic pipeline protected by Cathodic Protection, a foreign crossing Cathodic Protection test point shall be installed. Cad-welding of cables to the QGC structure shall be completed by a competent and qualified installer. At QGC's discretion, interference testing shall be carried out. Landholder should refer to drawings QCLNG-BG00-PLE-SCD-000002, QCLNG-BG00-PLE-SCD-000003 and QCLNG-BG00-PLE-SCD-000004, as well as Section 8 of AS 2832.1. The costs for all cables, test points, associated hardware, any coating repairs as well as testing and any mitigation required shall be the responsibility of the crossing entity.
12. Stop suspend, demolish, remove, relocate, reconstruct, modify or re-perform any part or parts of the Crossing Works when required by QGC in writing to do so or if QGC revokes the Crossing Approval.
13. Perform maintenance of the Crossing Works at times and dates approved by QGC and under the supervision of a QGC representative when required by QGC, except in an emergency threatening life or property.
14. Make good any damage to QGC Assets or other QGC property, caused by or in connection with the Crossing Works.
15. Within 15 working days of completion of the Crossing Works, reinstate the land to the state in which it was immediately prior to the Landholder entering onto the land for the Crossing Works. The Landholder will remain responsible to rectify any damage arising from their crossing activity at that site for 12 months from completion of the Crossing Works.
16. Within 15 working days of completion of the Crossing Works, provide QGC with as-built GIS data of the Works in a GIS/CAD format using real world coordinates and containing minimum attribution as follows:
  - a. Asset Owner;
  - b. Data Supplier;
  - c. Asset Lifecycle Status ie. Asbuilt;
    - i. Major Asset Type - (List all applicable – from the QGC GIS Data Model and Data Dictionary)
    - ii. Minor Asset Type - (Gas, Oil, Water, Sewerage, Comms, Power)
  - d. Notes;
  - e. Name;



- f. Material;
  - g. Diameter; and
  - h. Depth of Cover.
17. Upon demand in writing by QGC, pay all costs associated with the lodgement, investigation and processing of this Landholder and granting of the Crossing Approval, the carrying out and supervision of the Crossing Works and any repairs to QGC Assets or reinstatement of the land.
  18. Must not dispute the technical standards specified by QGC.
  19. QGC may terminate this Crossing Approval, in its sole discretion, if the Landholder does not comply with clause 18.
  20. No party may commence court proceedings relating to any dispute arising out of this Crossing Approval (Dispute) unless it has complied with clauses 21 to 27. However, this clause 20 does not prevent either QGC or the Landholder from seeking an injunction or declaration from a court in a case of urgency.
  21. If a Dispute arises between the Landholder and QGC, either may send to the other notice of the Dispute adequately identifying and providing details of the Dispute (Notice of Dispute).
  22. Within 10 Business Days of the Notice of Dispute being given under clause 20, a senior representative of QGC and the Landholder must confer together at least once, without third party advisers, to attempt to resolve the Dispute.
  23. If the Dispute has not been resolved within 20 Business Days of receipt of the Notice of Dispute, then either QGC or the Landholder may refer the matter to mediation.
  24. A mediator will be appointed by agreement between the QGC and the Landholder, or failing agreement, by the President of Queensland Law Society Incorporated.
  25. Any mediation will be conducted in accordance with the Institute of Arbitrators and Mediators Australia's Practice Publications and Rules for the mediation of disputes.
  26. If the QGC and the Landholder fail to resolve the Dispute by agreement by the date 60 Business Days after a Notice of Dispute has been given, each of QGC and the Landholder will be entitled at any time thereafter to commence proceedings in any court or tribunal concerning the Dispute.
  27. Notwithstanding the existence of any Dispute, each of QGC and the Landholder shall continue to comply with the Crossing Approval.



## **Special Conditions**

1. Insert as required.



## **Annexure 1: QGC Crossing Map**



## **Annexure 2: QGC Excavation Procedure**



## **Annexure 3: Guidelines for work Near QGC Pipelines**