



Hunter Gas Pipeline Pty Ltd ABN 40 108 119 544

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31 August 2023

The Hon Penny Sharpe MLC **Minister for Climate Change Minister for Energy** Minister for the Environment and Minister for Heritage 52 Martin Place SYDNEY NSW 2000

#### **RE: Narrabri Lateral Pipeline application for Authority to Survey**

#### **Dear Minister**

Please find attached an application for an Authority to Survey (ATS) for the Narrabri Lateral Pipeline (NLP). This application for an ATS is submitted by Hunter Gas Pipeline Pty Ltd (Santos), a wholly owned subsidiary of Santos Ltd. The application is made pursuant to section 5E of the Pipelines Act 1967.

The NLP will connect the Narrabri Gas Project to the Hunter Gas Pipeline (HGP), providing the 'missing link' to allow for the delivery of natural gas to the domestic market via the transmission network near Newcastle.

Santos is committed to minimising the impact on communities, landowners, and the environment and has already carried out extensive consultation and engagement with directly affected landholders and councils representing the broader communities. This has included five community information sessions, letters to all landholders, face-to-face meetings with landholders wherever possible and briefing local government representatives. We recognise that this engagement is just the beginning and we are committed to building positive long-term relationships with all landholders as the project progresses.

While Santos has reached voluntary survey agreements with the overwhelming majority of landholders, at this stage not all landholders have signed survey agreements. To comply with the relevant guidelines and to inform the pipeline alignment, Santos requires access to all properties to undertake survey works during Spring, which will inform the Environmental Impact Statement for assessment in accordance with the provisions of Division 5.2 of the Environmental Planning and Assessment Act 1979.

Enclosed is the ATS application together with the supporting information including route maps, a schedule of lands by lot, an overview of consultation untaken with landholders and a Certificate of Currency for insurance.

In considering the ATS application. Santos would welcome any reasonable conditions and will only use the ATS as an instrument of last resort if all reasonable attempts to negotiate access have been unsuccessful. Should you wish to discuss this with us further, please contact Zoe Scott, Senior Manager Government Affairs, on 0423 016 159.

Yours faithfully

**Brett Darley** 

Executive Vice President - Eastern Australia and PNG





August 2023

# Narrabri Lateral Pipeline

**AUTHORITY TO SURVEY APPLICATION** 

Hunter Gas Pipeline Pty Ltd A wholly owned subsidiary of Santos Ltd ABN 40 108 119 544

Santos Centre, 60 Flinders Street Adelaide South Australia 5000

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# **TABLE OF CONTENTS**

Abb	oreviati	ons	iii			
SEC	CTION ?	Introduction	1			
1.	Introduction					
	1.1	Project overview	1.1			
	1.2	Schedule of Lands	1.1			
	1.3	Mining and Exploration Leases	1.1			
	1.4	Crown Lands	1.1			
	1.5	Stakeholder engagement and consultation	1.1			
	Community engagement and consultation					
	Consultation approach with directly impacted landowners					
	Sumr	nary of interactions with directly affected landholders	1.2			
SEC	CTION 2	2 Applicant suitability	3			
2.	Applicant suitability					
	2.1	Technical experience and qualification of the applicant, and				
		companies/contractors/staff expected to undertake survey works	2.1			
	2.2	Insurance	2.2			
SEC	CTION 3	Standard ATS Conditions	5			
3.	Stand	lard Conditions	3.1			



# Table index

Table 1.1 Landholder consultation summary

1.3

# Figure index

Figure 1 ATS Application Lots Map 1
Figure 2 ATS Application Lots Map 2

# **Appendices**

APPENDIX A	Schedule of Lands
APPENDIX B	Letter distributed in November 2022 to directly impacted landholders
APPENDIX C	Standard Property Survey Agreement Terms
APPENDIX D	Negotiated Property Survey Agreement
APPENDIX E	Santos / HGP Certificate of Currency



# **Abbreviations**

Acronym	Reference
ATS	Authority to Survey
CSSI	Critical State Significant Infrastructure
EIS	Environment Impact Statement
EP&A Act	Environmental Planning and Assessment Act 1979
HGP	Hunter Gas Pipeline
LGA	Local Government Area
NSW	New South Wales
Santos	Hunter Gas Pipeline Pty Ltd

# **Santos**

# **SECTION 1 Introduction**





# 1. Introduction

# 1.1 Project overview

This application for an Authority to Survey (ATS) is submitted by Hunter Gas Pipeline Pty Ltd (Santos), a wholly owned subsidiary of Santos Ltd. The application is made under Section 5E of the *Pipelines Act 1967* for a portion of the proposed Narrabri Lateral Pipeline (NLP) within New South Wales.

The NLP will connect the Narrabri Gas Project (NGP) to the Hunter Gas Pipeline (HGP), providing the 'missing link' to allow for the transmission of natural gas to the domestic market via the transmission network near Newcastle.

The NLP would extend for about 50 to 60 kilometres from the approved gas processing facility at Leewood to the Hunter Gas Pipeline (HGP) east of Baan Baa. The length of pipeline would be dependent on the selection of the final alignment.

The pipeline would be primarily located underground, with associated aboveground infrastructure including isolation valves, meters, and regulators.

The NLP is anticipated to have a capital cost of approximately \$90 million, create an estimated 200 jobs during construction, with between one and four roles anticipated during operation. The combined NGP and HGP would involve an initial capital investment of approximately \$1.7 billion and create an estimated 1,750 jobs over the duration of construction and approximately 225 ongoing jobs throughout its operation. It would also indirectly support an estimated 300,000 manufacturing jobs in NSW that are directly reliant on a secure, safe, and competitively priced supply of natural gas.

The NLP was declared Critical State Significant Infrastructure (CSSI) on 9 December 2022 and is subject to approval by the NSW Minister for Planning and Public Spaces in accordance with the provisions of Division 5.2 of the *Environmental Planning and Assessment Act* 1979 (EP&A Act).

Santos is currently preparing an Environmental Impact Statement (EIS) for the NLP project. The EIS will evaluate the project holistically having regard to its economic, environmental and social impacts and the principles of ecologically sustainable development, as required by the NSW Government.

Santos' discussions with affected landholders along the proposed pipeline alignment are ongoing with regard to the final proposed pipeline location, property access requirements, surveys and the EIS assessment process.

# 1.2 Schedule of Lands

Located within the Narrabri Local Government Area, the properties highlighted on Figure 1 and Figure 2 show the location of land parcels for which the Authority to Survey may be used to access land. The schedule of lands is at Appendix A.

# 1.3 Mining and Exploration Leases

The properties subject to this ATS do not intersect with land under any mining or exploration titles under the *Mining Act 1992*.

## 1.4 Crown Lands

The properties subject to this ATS are freehold land. No crown land will be entered under the authority of the ATS.



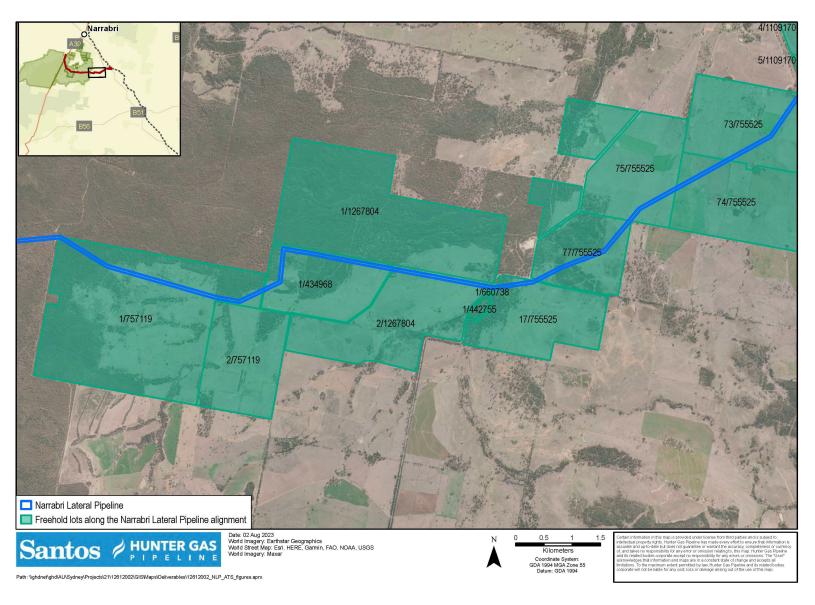


Figure 1 ATS application Lots Map 1



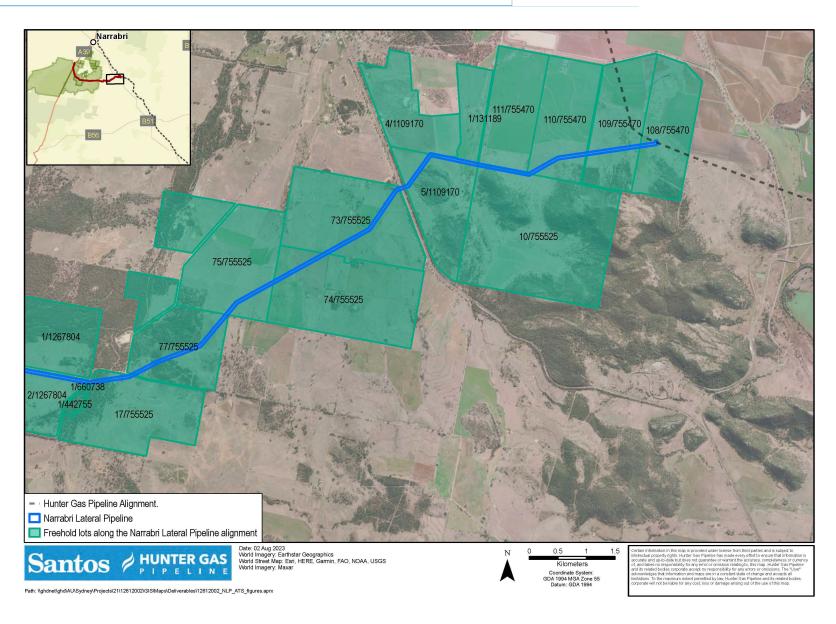


Figure 2 ATS application Lots Map 2



# 1.5 Stakeholder engagement and consultation

# **Community engagement and consultation**

Santos is committed to minimising the impact on communities, landowners, and the environment and has already carried out extensive consultation and engagement with directly affected landholders and councils representing the broader communities.

A comprehensive community engagement strategy has been developed to support the NLP project which has delivered over 400 unique activities during the past 8 months. Many of these consultations have been with directly impacted landholders however a 1300 phone number (1300 427 546) and a dedicated project email address was established during 2022 to ensure that the broader community has direct access to Santos. Additionally, the project webpage (www.huntergaspipeline.com.au) includes a range of NLP collateral, including an interactive map showing the location of the proposed pipeline alignment, and further information about the project to proactively address some of the common issues raised during the initial consultation for the NLP and HGP.

A community shopfront is located in Narrabri and scheduled meetings or walk in enquiries are welcomed during business hours, Monday to Friday. The shopfront is designed to be an information centre for anyone interested in learning more about our projects including the HGP and NLP. The shopfront is in a prominent position within the main CBD of Narrabri.

Additional collateral development and other targeted consultation initiatives for the NLP have included:

- Letters to landholders potentially affected by pipeline survey work. The purpose of this letter was to advise directly impacted stakeholders of the NLP project, outline the potential for infrastructure to run through their land parcel/s, provide a map of pipeline alignment options, and include an invitation for the landholder to attend community information sessions scheduled in Baan Baa and Narrabri or to contact the project team via the 1300 number or the dedicated community email address. A copy of the letter can be found in Appendix B.
- Provision of monthly updates via email to subscribers of project updates for the HGP and NLP.
- Community information sessions were held in Baan Baa and Narrabri on 1 and 2 December 2022 respectively.
- Santos held an information stall at the Gunnedah and Narrabri shows in April and May 2023.
- Further community information sessions incorporating the HGP and NLP projects were held in 7 locations including Boggabri and Gunnedah in late May/early June 2023.
- Meetings/briefings with local and state government officers and elected representatives within the corridor and respective portfolio Ministers.
- EIS assessment process factsheet to provide high level information regarding the EIS process specific to the NLP including opportunities to provide feedback.

Further updates will continue to be provided to directly affected landholders and the wider community.

# Consultation approach with directly impacted landowners

Santos has employed a land access and relationship management team to liaise with directly affected landholders. The Landholder Liaison (LL) is the primary contact for all information about the project including land access requirements, and to facilitate responses to any enquiries and requests for information. Where possible landholders have dealt with the same LL throughout the consultation period.

To date, the focus has been to meet with or talk to landholders whenever possible, provide information about the pipeline and EIS, consider their feedback and seek access to properties to undertake surveys and site investigations to assist with optimising the alignment and inform the EIS content. Santos have offered financial compensation to all landholders that executed a property survey agreement.



There have been several meetings and correspondence including phone calls and emails with each landholder regarding preferred outcomes for ongoing land use and access to the alignment. As the majority of studies are ongoing, these discussions will continue. Santos have been transparent about these discussions and will continue to work with directly impacted landholders and the local community to try and minimise impacts to landholders and achieve the best outcome.

Santos established a free call number and community email address during 2022 to enable easier contact. Landholders and residents along the NLP pipeline corridor have been encouraged to contact the project team at any time. Stakeholders can also contact the project team via the dedicated project page on the Santos Hunter Gas Pipeline website via: www.huntergaspipeline.com.au.

Over the past 12 months for both the HGP and NLP projects there have been over 160 calls made to the 1300 427 546, as well as 115 emails from landholders and other interested stakeholders via the community email address. There have been responses to all landholder requests for information.

Santos' consultation has also included writing to all landholders, meeting landholders individually whenever possible, holding community information sessions, and briefing local government representatives. In response to the consultation program, Santos has undertaken several investigations along the corridor where we may be able to reduce potential impact on landholders by optimising the pipeline alignment.

# Summary of interactions with directly affected landholders

Engagement with directly impacted landholders commenced in early November 2022 with a letter to landholders and others within the community to outline the NLP project. The letter included a map to show its location and an invitation to attend one of two community information sessions at Baan Baa or the project office in Narrabri.

Land parcels for which the Authority to Survey may be used to access land are highlighted on Figure 1 and 2, and are listed in the Schedule of Lands Appendix B.

Directly affected landholders were advised that should they wish to seek professional legal advice, they were eligible for remuneration of up to \$2500 on provision of an invoice within 30 days.

The standard Property Survey Agreement (PSA) access terms are at Appendix C. Changes to a PSA may be agreed during the consultation with a landholder, example attached at Appendix D.

Santos recognises that landholders may have concerns regarding the project, including the purpose and duration of access to private property to undertake further site analysis. Santos has worked with all landholders to consider their needs and preferences for property access, including timing and/or the need to implement processes for ensuring minimal disruption to land use and purpose.

Table 1.1 provides a summary of engagement efforts undertaken to date with directly affected landholders.



Table 1.1 Landholder consultation summary

# Santos | | HUNTER GAS

August 2023

# NARRABRI LATERAL PIPELINE

# LANDHOLDER AND STAKEHOLDER ENGAGEMENT REPORT

The statistics illustrated below demonstrate the broad reach of engagement activities undertaken in relation to the Narrabri Lateral Pipeline (NLP) project between November 2022 and July 2023. Santos is committed to ongoing engagement throughout the life of the project.

# Stats-at-a-glance



30

Attendees across
5 NLP community
information sessions
held since November
2022



16

Letters sent to all landholders advising them on the proposed project



21

Face-to-face meetings with directly affected landholders



Calls to landholders made by the land access team



160

**Calls made to the '1300' number** established for NLP and Hunter Gas Pipeline phone enquiries



49

Emails corresponding with landholders



Text messages sent to landholders



more than 40

Briefing sessions with government officials including local, state and

including local, state and federal representatives, departmental officers and ministerial staff



4

public notices advertised in newspapers

seeking registration of interest from Aboriginal Parties

# **Communication** activities



425

Narrabri Lateral Pipeline views on the website huntergaspipeline.com.au



60,000

Community members reached

through newspaper advertising of the NLP community information sessions in Narrabri and Gunnedah Shire (only).

The NLP sessions held in May were also advertised in 5 additional news print publications along the Hunter Gas Pipeline route.

# **Santos**

# **SECTION 2 Applicant suitability**





# 2. Applicant suitability

# 2.1 Technical experience and qualification of the applicant, and companies/contractors/staff expected to undertake survey works

Santos has safely and sustainably discovered, developed and delivered natural gas to the people of Australia and Asia for over 65 years. With origins in the Cooper Basin, Santos has one of the largest exploration and production acreages in Australia, extensive infrastructure and currently employs in excess of 6,000 people across Australia.

In relation to delivering pipeline projects across Australia, Santos has extensive experience with the following projects representing just a few of the projects previously delivered:

- Santos 420km 42" GLNG Gas Transmission Pipeline from Fairview near Injune to Gladstone in Queensland
- Santos 659km 14" Moomba–Port Bonython Pipeline in South Australia

Santos seeks to work with contractors and suppliers who contribute to sustainable development and are economically, environmentally and socially responsible. While Santos has already engaged some businesses for the NLP survey activities, all businesses engaged will be subject to a rigorous assessment process to ensure compliance with Santos' Management Systems based on the following framework:

- Environment, Health & Safety
- Business integrity
- Corporate Social Responsibility
- Quality
- Sustainability

In addition to relevant regulations associated with the survey activities, all contractors engaged must comply with Santos' policies, operating standards and procedures, and will complete induction processes relating to Health, Safety, Security and Environment while complying with various site specific requirements such as the Biosecurity Management Plan.

Each of the directors in Santos is an experienced company director/owner with experience in a broad range of disciplines which are applicable to pipeline planning construction and operation.

In addition to the technical and financial resources available within Santos, Santos has maintained strategic relationships with multiple specialist consulting firms. These firms and their technical resources have the professional capability and experience across diverse disciplines of expertise to ensure the success of the project. The following contractors and technical resources are currently available to Santos for the NLP:

- Santos has engaged LAMS Australia to deliver the consultation and engagement program with directly affected landholders
- The consulting firm OzArc has been engaged by Santos to deliver the cultural heritage surveys and
  assessment, and participate in related consultation. This work will include negotiation of
  agreements with native title parties and various land claimants, including the development and
  submission of reports required under the Santos approval.
- Verbrec Australia (Verbrec) are providing engineering and design services. Verbrec has extensive experience as an international pipeline engineering and construction company. Verbrec is providing engineering and Front-End Engineering Design services including construction advice, pipeline specification, costings for the pipeline, watercourse crossing methodologies and advice on matters of expertise. Verbrec will participate in the drafting of engineering services tender and materials



supply tenders. Santos has an active contract with Verbrec to provide these services, funding the studies as necessary to achieve the schedule for construction.

- NACAP Pty Ltd (NACAP) is providing constructability advice in relation to the execution of the project.
- GHD is providing environmental impact and approval services for the project, including ecological
  and a number of other specialist services including GIS mapping. GHD specialises in providing
  these services on linear infrastructure, including gas and petroleum product pipelines and
  powerlines. Santos has an active contract with GHD to provide these services as necessary to
  achieve project delivery.

#### Financial Resources

Santos is a top-20 ASX-listed company and in the top 20 companies in our sector globally with a market capitalisation in the order of A\$25 billion. In 2022, Santos delivered US\$3.6 billion in free cash flow and underlying profit of US\$2.1 billion.

Since 2012, Santos has spent more than A\$1.5 billion on the Narrabri Gas Project and will continue to progress the project to a final investment decision. Santos has similarly budgeted suitable funding allocation to acquire Hunter Gas Pipeline Pty Ltd and progress the project to a final investment decision including required land access compensation.

For further information relating to Santos' financial resources, please refer to Santos' 2022 Full Year Results at: 2022-Annual-Report.pdf (santos.com)

## 2.2 Insurance

Santos provides the attached Certificate of Currency for General & Products liability insurance for the value of \$20 million in respect to any one claim current until 31 May 2024. That certificate includes a summary of the coverage under this policy as outlined in Appendix E. Further insurance products will be obtained as necessary. A copy of the Certificate of Currency is in Appendix E.

In our opinion these policies provide cover for reasonably foreseeable scenarios arising out of a survey that uses the ATS powers. We also note that Santos will continue to use its best endeavours to obtain consent from landholders to enter land and will conduct activities to avoid impacts on the land, the environment, the landholder and the landholder's property and business activity.

# **Santos**

# **SECTION 3 Standard ATS Conditions**





# 3. Standard Conditions

Santos has reviewed and accepts the standard conditions that may be attached to an ATS. We would like the opportunity to discuss any additional conditions that may be applied.

# **Santos**

# **APPENDIX A Schedule of Lands**





#### Schedule of Lands

Lot Number	Section Number	Plan number	Tenure	County	Parish	LGA
1	N/A	757119	Freehold	County of White	Parish of Parkes	Narrabri Shire Council
2	N/A	757119	Freehold	County of White	Parish of Parkes	Narrabri Shire Council
1	N/A	434968	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
1	N/A	1267804	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
108	N/A	755470	Freehold	County of Pottinger	Parish of Baan Baa	Narrabri Shire Council
111	N/A	755470	Freehold	County of Pottinger	Parish of Baan Baa	Narrabri Shire Council
109	N/A	755470	Freehold	County of Pottinger	Parish of Baan Baa	Narrabri Shire Council
110	N/A	755470	Freehold	County of Pottinger	Parish of Baan Baa	Narrabri Shire Council
10	N/A	755525	Freehold	County of Pottinger	Parish of Baan Baa	Narrabri Shire Council
17	N/A	755525	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
2	N/A	1267804	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council



4	N/A	1109170	Freehold	County of Pottinger	Parish of Baan Baa	Narrabri Shire Council
5	N/A	1109170	Freehold	County of Pottinger	Parish of Baan Baa	Narrabri Shire Council
73	N/A	755525	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
77	N/A	755525	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
74	N/A	755525	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
75	N/A	755525	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
1	N/A	442755	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
1	N/A	660738	Freehold	County of Pottinger	Parish of Tulla Mullen	Narrabri Shire Council
1	N/A	131189	Freehold	County of Pottinger	Parish of Baan Baa	Narrabri Shire Council

# **Santos**

# APPENDIX B Letter distributed in November 2022 to directly impacted landholders





Hunter Gas Pipeline Pty Ltd A wholly owned subsidiary of Santos Ltd ABN 40 108 119 544

Santos Centre, 60 Flinders Street Adelaide South Australia 5000

Narrabri Shopfront, I 25 Maitland Street Narrabri NSW 2390

Telephone: I 300 427 546 Email: info@huntergaspipeline.com.au Website: www.huntergaspipeline.com.au



8 November 2022

Name Address line 1 Address line 2

Dear landholder

Re: Narrabri Lateral Pipeline

As you may be aware, Santos recently acquired Hunter Gas Pipeline (HGP) Pty Ltd. HGP is an approved underground pipeline route that runs from Wallumbilla in Queensland to Newcastle in NSW.

Santos' initial focus is on finalising and constructing the Narrabri to Hexham section of the route, which will also require a short connection to the nearby Narrabri Gas Project (NGP). Once built, the pipeline will deliver 100 per cent of Narrabri gas to the domestic market in the shortest timeframe possible. This is critical to help alleviate forecasted gas shortfall and put downward pressure on energy prices.

Santos will soon submit a scoping report to the NSW Government to facilitate the development and approval of the Narrabri Lateral Pipeline (the Project) – a gas transmission pipeline linking the NGP and HGP.

The lateral pipeline will extend for approximately 50-60 kilometres from the approved NGP processing facility at Leewood to the HGP east of Baan Baa, south of Narrabri. The indicative layout of the project is shown on the enclosed map. The alignment of the pipeline corridor will be finalised following landholder consultation and environmental considerations.

The pipeline would be primarily located underground, with associated aboveground infrastructure including isolation valves, meters and regulators. Santos is currently investigating possible routes for the lateral pipeline which may run either within or near your property.

Santos aims to build positive long-term relationships with all landholders along the proposed pipeline corridor. As part of this commitment, Santos representatives have commenced contacting landholders to discuss the proposed pipeline including the route, with the intent to minimise impacts to landholders as much as possible. We will also be holding community information sessions in Baan Baa on Thursday 1st December at the Railway Hotel, 9am to 1pm and at the Santos Narrabri Shopfront on Friday 2nd December, 9am to 5pm.



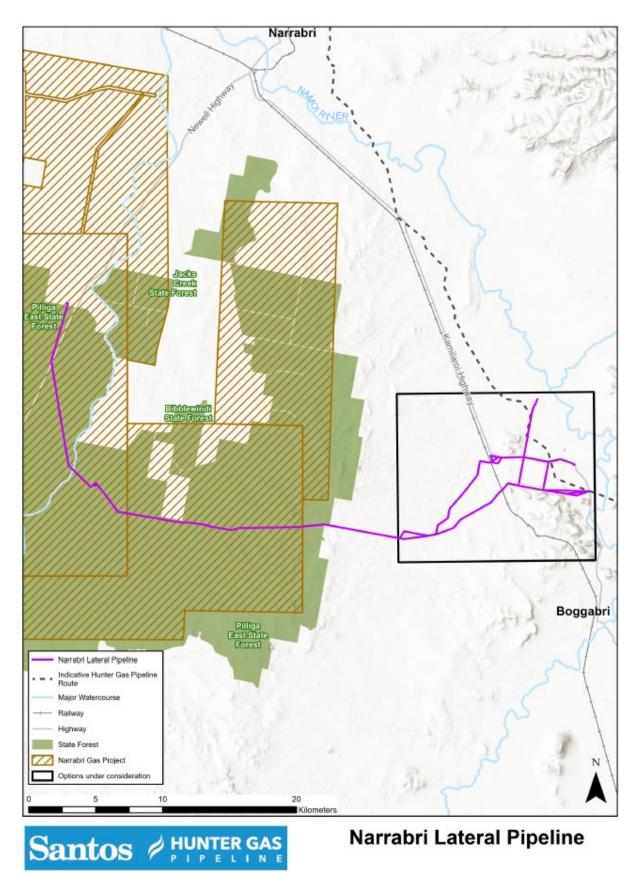


In the meantime, if you wish to discuss this project further or have any questions, please do not hesitate to contact the team on 1300 427 546, via email at <a href="mailto:info@huntergaspipeline.com.au">info@huntergaspipeline.com.au</a> or by visiting the Hunter Gas Pipeline website at <a href="www.huntergaspipeline.com.au">www.huntergaspipeline.com.au</a>

Yours sincerely,

Glenn Watt Vice-President Upstream – Queensland & NSW





Map of proposed pipeline route included with letter distributed to landholders.

# **Santos**

# APPENDIX C Standard Property Survey Agreement Terms



# **Pipeline Survey Agreement**



Agreement Date		Agreement ID			
Landowner	Managa				
	Name:				
	Address:				
	Postal Address:				
	Phone:	Mobile:			
	Email:				
Land					
Land	Property Name & Address:				
	Description:				
Authority Holder	Hunter Gas Pipeline Pty Ltd ABN 40 108 119 544				
Operator	Name:	Santos Ltd			
	Address:	Santos Centre, 60 Flinders Street Adelaide South Australia			
	Phone:	1300 427 546			
B					
Background	Gas Pipeline is investigating the feasibility of locating part of an easement associated with The Hunter Gas Pipeline (the Project) on the Land.				
	Hunter Gas Pipeline has sought permission from the Landowner to access the Study Area on Land owned by the Landowner.				
	The Landowner has agreed to allow Hunter Gas Pipeline to access the Study Area for the purpose of undertaking Studies on the terms and conditions contained in this Agreement.				
		ideration of the Landowner granting access, Hunter Gas Pipeline has agreed to pay npensation to the Landowner including costs in seeking advice.			



Survey Activities	Activities			
Scouting and pipeline studies on the Land identified on the map to accurately identified and location of future pipeline corridor, including but not limited to:  o locating an appropriate access route; o surveying and pegging; o conducting environmental and cultural heritage assessments; and o taking of soil samples.  Ongoing access to the Land for the authorised purpose of consultation with the Landholder and their representatives, as appropriate.				
Compensation				
	Activity Amount			
	Survey Access License Fee and Legal costs \$2,500			
	Total			
Downsont Dataila		_		
Payment Details and GST	Method: ⊠ EFT			
Information	Payee Details:			
	Account Name:			
	BSB: Account number:			
	Landowner has ABN: ☐ Yes ☐ No			
	If yes, provide ABN:			
	If no, provide statement by a Supplier stating the reason for not quoting an ABN			
	ABN GST registered: ☐ Yes ☐ No			



Signing	By signing this document, the parties agree to of this Agreement	to be bound by the terms and conditions
	<b>EXECUTED</b> by in accordance with Section 127(1) of the Corporations Act in the presence of:	
	Signature of Director	Signature of Director/Secretary
	Print Name	Print Name
	Signed by XXXXX (Position) for the Authority Holder)	Witness (Sign)  Print Name:

Hunter Gas Pipeline Pty Ltd

**Santos** 

Map of Study Area



**Hunter Gas Pipeline Pty Ltd** 

#### **Rules of Conduct Conditions**

#### **Environment**

- a) No treated timber survey pegs, paints, flagging or bunting to be used.
- b) No containers of oil or chemicals to be carried onto the Land.
- c) All rubbish must be removed from the Land
- d) Ensure that no animals or firearms are brought onto the Land.

### Infrastructure

- e) Landowner infrastructure is off-limits, unless access has been granted by the Landowner.
- f) Gates must be left in the position found, unless Landowner advises otherwise.
- g) Any damage to Landowner's infrastructure must be reported as soon as reasonably practicable.
- h) No Fires or fire hazard burning
- i) No cut fences without the consent of the Landowner.
- j) No fell trees, strip bark or cut timber without the consent of the Landowner.
- k) No use of water from a farm dam or bore without the consent of the Landowner.

#### Livestock

I) Where practicable activities will be conducted with minimal disturbance to livestock.

#### Other

- m) Rules of Conduct to be communicated to all staff and contractors prior to entering the Land.
- n) All staff and contractors entering the property will have undertaken the appropriate training.
- o) Valid Site Permit Approval is required for people and activities prior to entering the property.

#### **Vehicles**

- vehicles will give way to livestock.
- q) Vehicles will use approved, right of ways, agreed-upon paths of entry, access roads, tracks, designated work areas or set-down areas.
- r) Any injury or killing of livestock or wild animals will be reported as soon as reasonably practicable.
- s) Where safe to do so, moving Santos project-related vehicles will give way to vehicles driven by or carrying Landowners and their families, personal visitors, employees and contractors.
- t) All reasonable actions will be taken to ensure that, in carrying out our activities, we do not spread weeds, pests or pathogens. This is managed through Santos' policies and work instructions which are available on request. Santos will ensure that all vehicles and machinery entering the land on Santos' behalf hold a current Vehicle Hygiene Report. Where vehicles and machinery have entered land that is known, or ought reasonably to have been known to be an area of biosecurity risk, a new Vehicle Hygiene Report will be completed prior to accessing the Land.
  - On request, Santos will produce Vehicle Hygiene Reports for each vehicle and machinery entering, passing over, or accessing the land.
- u) Driving to be conducted to suit the prevailing conditions and to minimise noise and dust.
- v) In wet conditions vehicle movements must be minimised to essential traffic and minimise damage to access points, roads and tracks.





# **Contents**

1	Definitions and	Interpretation	8			
	1.1	Definitions				
	1.2	Interpretation	ç			
2	Term of Agreem	nent				
3	_	Landowner grants access to the Land				
4						
5	Conditions to be	e observed by Hunter Gas Pipeline	10			
	5.1	Access conditions	10			
	5.2	Access periods	10			
	5.3	Conditions to be observed by Hunter Gas Pipeline	10			
	<i>5.4</i>	Biosecurity	10			
	<i>5.5</i>	Records	10			
6	Appointment of	Land Manager	11			
7	Insurance and Indemnity					
	7.1	Insurance	<b>1</b> 1			
	7.2	Indemnity and release by Hunter Gas Pipeline	<b>1</b> 1			
	7.3	Indemnity and release by Landowner	11			
8	Rehabilitation		11			
	8.1	Rehabilitation to be undertaken by Hunter Gas Pipeline	<b>1</b> 1			
	8.2	Project completion	12			
9	Dispute Resolut	tion	12			
	9.1	Priority of procedures and urgent relief	12			
	9.2	Notice and meetings	12			
	9.3	Negotiated resolution and mediation				
	9.4	Ongoing obligations				
10	Force Majeure .		13			
11	Variation and Assignment					
	11.1	Variation	13			
	11.2	Assignment by Landowner	13			
12	Miscellaneous		13			
	12.1	Notices	13			
	12.2	Advice	14			
	12.3	Governing law	14			
	12.4	Agreement	14			

#### **Hunter Gas Pipeline Pty Ltd**



# **Pipeline Survey Agreement**

## **Background**

- A The Landowner owns the Land.
- B Hunter Gas Pipeline is investigating the feasibility of locating part of an easement associated with The Hunter Gas Pipeline (the Project) on the Land.
- C Hunter Gas Pipeline has sought permission from the Landowner to access the Study Area on Land owned by the Landowner.
- The Landowner has agreed to allow Hunter Gas Pipeline to access the Study Area for the purpose of undertaking Studies on the terms and conditions contained in this Agreement.
- **E** In consideration of the Landowner granting access, Hunter Gas Pipeline has agreed to pay the Compensation to the Landowner.

#### 1 Definitions and Interpretation

#### 1.1 Definitions

Where the following terms appear in this Agreement they have the meaning provided below:

Agreement means this Land Access Agreement.

**Business Day** means a day on which banks are open for usual banking business in Sydney, not being a weekend or a public holiday.

Commencement Date means the date in clause 2(a).

**Dispute** means a dispute or difference between the Parties under or in relation to actions of the Parties under this Agreement.

**Emergency** means a period of time which, in the opinion of Hunter Gas Pipeline, exists as a result of a threat to:

- (a) the integrity of Hunter Gas Pipeline's property on the Study Area; and/or
- (b) the health and safety of persons on the Study Area and in the community.

**Emergency Response Management Procedure** means Hunter Gas Pipeline's procedure to be followed in the event of an Emergency set out in Annexure D to this Agreement and includes that procedure as updated by Hunter Gas Pipeline from time to time.

**Force Majeure** means an event outside a Party's reasonable control that prevents it from performing its obligations, including natural disasters, pandemics, quarantines, fire, war, or labour strikes.

Land means the land identified in Item 1 of Annexure A to this Agreement.

Party means a party to this Agreement and Parties has a corresponding meaning.

## **Hunter Gas Pipeline Pty Ltd**



**Preferred Paths of Entry** includes the gates, farm roads, tracks and any other method of entry to the Land marked on the Study Area Map.

**Land Manager** means the manager whose name and contact details are set out in Item 2 of Annexure A of this Agreement or as otherwise advised to the Landowner, responsible for liaison with the Landowner.

Licence Fee means the amount payable under clause 4 of this Agreement.

**Study Area** means any area of the Land identified by Hunter Gas Pipeline as being of interest for investigation, shown on the plan annexed to this Agreement as Study Area Map.

**Studies** means the site-based investigations conducted by Hunter Gas Pipeline to assess the feasibility of the pipeline route as well as any other investigations (including any surveys, environmental studies or cultural assessment surveys) which may be required to further the Project.

Tax Invoice has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999, as amended from time to time.

## 1.2 Interpretation

In this Agreement unless the contrary intention appears or the context otherwise permits or requires:

- (a) a word importing the singular includes the plural and vice versa;
- (b) a word importing a gender includes each other gender;
- (c) a reference to a person includes an individual firm or body corporate;
- (d) this Agreement is intended to bind either Party's successors and assigns and in the case of an individual will bind that Party's trustees, executors and estate;
- (e) the words "include" and "including", or any variant of those words, shall be read as if followed by "without limitation":
- reference to any legislative or similar instrument includes any amendment or re-enactment to or in substitution for it, if applicable; and
- (g) if any part of this Agreement is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Agreement will not be affected and the Agreement will read as if the part had been deleted.

#### 2 Term of Agreement

- (a) This Agreement commences on the date that is signed by the Parties (Commencement Date) and shall terminate on the earlier of:
  - (i) the date agreed by the Parties; or
  - (ii) the date specified in Item 3 of Annexure A.
- (b) Termination of this Agreement does not affect rights and liabilities accrued as at the time of termination.

#### 3 Landowner grants access to the Land

In consideration for the Licence Fee, the Landowner gives permission to Hunter Gas Pipeline to access the Land in accordance with this Agreement for the purposes of carrying out the Studies.

#### 4 Licence Fee

Hunter Gas Pipeline will pay the Landowner **\$1,500** as consideration for the rights granted to Hunter Gas Pipeline under this Agreement (**Licence Fee**), within 5 Business Days after the Commencement Date.

## **Hunter Gas Pipeline Pty Ltd**



## 5 Conditions to be observed by Hunter Gas Pipeline

#### 5.1 Access conditions

- (a) Hunter Gas Pipeline agrees that it must only access the Study Area by the Preferred Paths of Entry. Hunter Gas Pipeline may only use alternate Preferred Paths of Entry with the consent of the Landowner, such consent must not be unreasonably withheld or delayed.
- (b) If Hunter Gas Pipeline wishes to vary the Study Area, it may only do so with the consent of the Landowner. Such consent must not be unreasonably withheld or delayed.
- (c) Hunter Gas Pipeline acknowledges that the access rights conferred by this Agreement are non-exclusive in relation to normal land use by the Landowner and that Studies on paddocks under crop, irrigation, pastures for fodder reserves or lambing, calving and foaling purposes may need to be undertaken in accordance with reasonable directions of the Landowner.

#### 5.2 Access periods

- (a) Hunter Gas Pipeline is permitted to carry out the Studies in the Study Area between the hours specified in Item 4 of Annexure A unless otherwise agreed between the Parties.
- (b) Except in the case of an Emergency, Hunter Gas Pipeline must provide the Landowner with five (5) Business Days' notice of its intended access to the Land.
- (c) Hunter Gas Pipeline must, before entry on to the Land, meet with the Landowner to agree the schedule and timing of the Studies and attend a toolbox talk to discuss the requirements imposed by Rules of Conduct.
- (d) Hunter Gas Pipeline may access the Study Area at any time in the event of an Emergency and must make reasonable efforts to inform the Landowner prior to such access.

#### 5.3 Conditions to be observed by Hunter Gas Pipeline

- (a) Hunter Gas Pipeline shall carry out the Studies in a manner per the Rules of Conduct.
- (b) Hunter Gas Pipeline must ensure that any area of land subject to cultural heritage studies or investigations is pegged prior to that area being accessed.

# 5.4 Biosecurity

- (a) Hunter Gas Pipeline must comply with all requirements imposed by the *Biosecurity Act 2015*, *Work Health and Safety Act 2011* and any other applicable law.
- (b) Before any entry on to the Study Area, vehicles, boots and equipment in accordance with the Landowner's protocols under clause 5.4(c) and Rules of Conduct.
- (c) Hunter Gas Pipeline will adopt a Biosecurity Plan for the works being undertaken under this Agreement, a copy of which is annexed to this Agreement at Annexure B and may be amended from time to time by Hunter Gas Pipeline.

## 5.5 Records

- (a) Hunter Gas Pipeline must keep a record of all personnel, vehicles, and chemicals that are brought onto the Study Area. These records must be available for viewing by the Landowner at any time during the currency of this Agreement.
- (b) Hunter Gas Pipeline must keep a daily record of each person entering and exiting the Study Area including the name of the person, the person's position and the time entered and exited. These records must be available for viewing and/or audit by the Landowner at any time during the currency of this Agreement.

# **Hunter Gas Pipeline Pty Ltd**



# 6 Appointment of Land Manager

- (a) Prior to the commencement of the Studies, Hunter Gas Pipeline must appoint a Land Manager to oversee the Studies.
- (b) The Land Manager must liaise with the Landowner at all reasonable times.
- (c) Hunter Gas Pipeline agrees to notify the Landowner if there is a change of person appointed as the Land Manager.

# 7 Insurance and Indemnity

# 7.1 Insurance

- (a) Hunter Gas Pipeline will affect and maintain a public liability insurance policy for no less than \$20 million
- (b) At the request of the Landowner, Hunter Gas Pipeline must verify its public liability insurance in respect of the Studies to the Landowner at any time during the term of this Agreement.

# 7.2 Indemnity and release by Hunter Gas Pipeline

- (a) Hunter Gas Pipeline agrees that in the absence of negligence or wilful damage caused by the Landowner, the Landowner will have no responsibility or liability for any loss or damage to the personal property of Hunter Gas Pipeline.
- (b) Hunter Gas Pipeline will release and indemnify the Landowner, its agents, servants, contractors and invitees, for all loss and damage arising from its actions and any actions caused by Hunter Gas Pipeline.
- (c) Hunter Gas Pipeline acknowledges that it enters on and uses the Study Area at its own risk.

# 7.3 Indemnity and release by Landowner

- (a) The Landowner agrees that in the absence of negligence or wilful damage caused by Hunter Gas Pipeline, Hunter Gas Pipeline will have no responsibility or liability for any loss or damage to the personal property of the Landowner.
- (b) The Landowner will release and indemnify Hunter Gas Pipeline, its agents, servants, contractors and invitees, for all loss and damage arising from its actions and any actions caused by the Landowner.

# 8 Rehabilitation

# 8.1 Rehabilitation to be undertaken by Hunter Gas Pipeline

- (a) On completion of the Studies, Hunter Gas Pipeline will:
  - (i) have commenced, or commence as soon as practicable, rehabilitation work;
  - (ii) remove all equipment;
  - (iii) repair all damage to the Study Area caused by Hunter Gas Pipeline as soon as practicable, including tracks, access tracks and internal roads;
  - (iv) reshape all surface disturbance to be consistent with the pre-existing landform (or slightly elevated to allow for soil compaction);
  - (v) rehabilitate any damage to crops or pastures by reseeding; and
  - (vi) rehabilitate with native species of local provenance where native vegetation has been cleared.





- (b) If Hunter Gas Pipeline does not carry out the rehabilitation which is the responsibility of Hunter Gas Pipeline under this Agreement or the Biosecurity Plan:
  - (i) the Landowner may serve written notice upon the Hunter Gas Pipeline setting out the rehabilitation required to be carried out under this Agreement; and
  - (ii) if a period of 60 days passes after Hunter Gas Pipeline receives the notice under this clause and the rehabilitation has not been completed, the Landowner may carry out the rehabilitation.
- (c) Hunter Gas Pipeline must pay the Landowner's reasonable expenses and costs of carrying out the rehabilitation under clause 8.1(b).

# 8.2 Project completion

Hunter Gas Pipeline must take reasonable steps to organise a time for the Landowner to inspect the Study Area when the Studies are finished to discuss any remaining issues under this Agreement.

### 9 Dispute Resolution

# 9.1 Priority of procedures and urgent relief

- (a) Subject to clause 9.1(b), if a dispute arises between the Parties under this Agreement, no Party may commence any Court proceedings relating to the dispute unless it has complied with this clause 9.
- (b) A Party may, at any time, seek urgent relief from a Court or Tribunal for any other order, relief or remedy (including injunctive or declaratory relief) against the other Party or any other person that may be available to them at law or in equity.

# 9.2 Notice and meetings

- (a) A dispute will only be deemed to exist where the nominated representative of any Party provides a Notice of Dispute to the other Party.
- (b) In the interests of resolving any dispute as quickly as possible, the Parties may agree to meet via telephone or video conference.

# 9.3 Negotiated resolution and mediation

- (a) Within two days of a Notice of Dispute being received by a Party:
  - (i) the Parties will each nominate a representative; and
  - (ii) the nominated representatives will meet to negotiate in good faith and endeavour to resolve the dispute.
- (b) If the Parties cannot reach agreement with 7 days of the date in clause 9.3(a) any Party may give notice to the other Party that the matter be mediated.
- (c) The Parties will:
  - (i) within two days of receipt of the notice in clause 9.3(b), agree an independent mediator; or, failing agreement
  - (ii) within five days of receipt of the notice in clause 9.3(b), procure that the State's law society appoint a mediator.
- (d) If, within 30 days of the appointment of the mediator:
  - (i) a mediation has not taken place; or
  - (ii) mediation has failed to resolve the dispute,

any Party may, by notice to the other Party, terminate the mediation process and seek any such remedies as they decide.

(e) Hunter Gas Pipeline will bear the costs of the mediator, but each Party will be responsible for its own costs associated with the resolution of a dispute.

# **Hunter Gas Pipeline Pty Ltd**



### 9.4 Ongoing obligations

To avoid doubt, the existence of a dispute does not remove a Party's obligation to comply with this Agreement.

# 10 Force Majeure

- (a) If a Party is prevented from carrying out the whole or part of its obligations under this Agreement by reason of an event of Force Majeure, that Party must provide notice to the other Party containing particulars of the event.
- (b) The Landowner and Hunter Gas Pipeline will use all reasonable efforts to overcome and mitigate the effects of any event of Force Majeure.
- (c) No Party will be liable to another for loss or damage suffered or be in breach of this Agreement resulting from any event of Force Majeure.

# 11 Variation and Assignment

### 11.1 Variation

This Agreement may only be varied in writing and signed by the Parties.

# 11.2 Assignment by Landowner

- (a) If the Landowner decides to sell the Land, it must give Hunter Gas Pipeline not less than 30 days written notice of that intention and with that notice must provide Hunter Gas Pipeline with details of the proposed new owner.
- (b) The Landowner may only assign, transfer, encumber or otherwise deal with the whole or any part of its interest in this Land provided the Landowner first procures that the assignee, transferee, encumbrancee enters into a deed of covenant for the benefit of Hunter Gas Pipeline by which the assignee, transferee, encumbrancee covenants to observe, perform, comply with and be bound by the terms of this Agreement to the extent of the interest novated or assigned as if expressly named in this Agreement as the Landowner.
- (c) On and from the date the Parties enter the deed under clause Hunter Gas Pipeline shall release the Landowner from any future obligations under this Deed to the extent of the Relevant Interest.
- (d) Hunter Gas Pipeline may novate or assign, without restriction this Agreement.
- (e) Hunter Gas Pipeline must procure that the novatee or assignee enters into a deed of covenant for the benefit of the Landowner by which the novatee or assignee covenants to observe, perform, comply with and be bound by the terms of this Agreement to the extent of the interest novated or assigned as if expressly named in this Agreement as Hunter Gas Pipeline.
- (f) Hunter Gas Pipeline must give the Landowner notice of any novation or assignment and a copy of the deed of covenant within 15 days of the date of the novation or assignment.
- (g) The Landowner releases Hunter Gas Pipeline from its obligations under this Agreement in respect of the interest novated or assigned from the date of the deed of covenant.

# 12 Miscellaneous

### 12.1 Notices

- (a) Any notice to be given under this Agreement must be:
  - (i) in writing; and
  - (ii) sent to the recipient at the physical address or email address appearing in this Agreement (or any new address notified by either Party to the other Party as its new address for service of notices).



# **Hunter Gas Pipeline Pty Ltd**

- (b) Notice is considered given:
  - (i) if hand-delivered, on the date of delivery;
  - (ii) if sent by email transmission on a Business Day, the date the sending Party's electronic equipment reports the email as delivered, unless an undeliverable or out of office response is received; or
  - (iii) if sent by pre-paid ordinary mail within Australia, two Business Days after the date of posting.

# 12.2 Advice

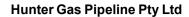
Hunter Gas Pipeline will reimburse the Landowner up to **\$1000** (inclusive of GST) for obtaining legal advice in relation to the making of this Agreement and hereby agrees to pay the invoice for the legal fees within thirty (30) days of issue of a tax invoice.

# 12.3 Governing law

This Agreement is governed by the laws of New South Wales and each Party submits to the jurisdiction of the Courts of New South Wales.

# 12.4 Agreement

This Agreement contains the entire agreement of the Parties with respect to the Land and replaces any prior agreements, arrangements or understandings.





# Annexure A - Items

Item 1:	Land (Lot on Plan)	[ <mark>TBA</mark> ]
Item 2:	Land Manager	[ <mark>TBA</mark> ]
Item 3:	Terminating Date	[ <mark>TBA</mark> ]
Item 4:	Hours	[ <mark>TBA</mark> ]



**Hunter Gas Pipeline Pty Ltd** 

**Annexure B - Biosecurity Management** 

# **Santos**

# APPENDIX D Negotiated Property Survey Agreement



# Land Access Agreement

DETAILS	
Land Access Agreement dated	2023
PARTIES	
INSERT of Insert Address	
("Landowner")	
(2000)	
and	
Hunter Gas Pipeline Pty Ltd (ACN 108 119 544) of Level 12	, 139 Macquarie Street, Sydney NSW 2000 ('Hunter
Gas Pipeline")	

### BACKGROUND

- A. The Landowner owns the Land.
- B. Hunter Gas Pipeline is investigating the feasibility of locating an easement associated with The Hunter Gas Pipeline ('the Project') on the Land.
- C. Hunter Gas Pipeline is now desirous of conducting the Studies required to satisfy the Conditions of Consent and requires permission of the Landowner to access the Land of the proposed easement corridor.
- D. Hunter Gas Pipeline has approached the Landowner for the purpose of seeking permission to access the Proposed Easement Site which is owned by the Landowner.
- E. The Landowner has agreed to allow Hunter Gas Pipeline (including Hunter Gas Pipeline Employees together with any vehicles, equipment, machinery, tools and materials) to access the Proposed Easement Site for the purpose of undertaking the Studies on the terms and conditions contained in this Agreement.
- F. In consideration of the Landowner granting the access, Hunter Gas Pipeline has agreed to pay the Compensation to the Landowner including costs in seeking independent legal advice.

### OPERATIVE PROVISIONS

# 1. INTERPRETATION

- 1.1 In this Agreement unless the contrary intention appears or the context otherwise permits or requires:
  - (a) a word importing the singular includes the plural and vice versa;
  - (b) a word importing a gender includes each other gender; and
  - (c) a reference to a person includes an individual firm or body corporate;
  - (d) the words "include" and "including", or any variant of those words, shall be read as if followed by "without limitation";
  - (e) reference to any legislative or similar instrument includes any amendment or re-enactment to or in substitution for it, if applicable; and;

- (f) if any part of this Agreement is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Agreement will not be a ffected and the Agreement will read as if the part had been deleted.
- 1.2 This Agreement is governed by the laws of New South Wales and each Party submits to the jurisdiction of the Courts of New South Wales.
- 1.3 This Agreement is intended to bind either Party's successors and assigns and in the case of an individual will bind that Party's trustees, executors, and estate.
- 2. TERM OF AGREEMENT
- 2.1 This Agreement commences on the date that it is signed by the Parties (Commencement Date) and shall terminate on the earlier of:
  - (a) the date agreed by the Parties; or
  - (b) the date specified in Item 5 of Annexure A.
- CONSENT
- 3.1 The Landowner grants access to Hunter Gas Pipeline and Hunter Gas Pipeline Employees to the Proposed Easement Site for the purposes of carrying out the Studies on the terms and conditions of this Agreement and in consideration of that consent Hunter Gas Pipeline agrees to pay to the Landowner the Compensation as set out in clause 5 and to observe the terms and conditions of this Agreement.
- 4. COMPLIANCE
- 4.1 Hunter Gas Pipeline agrees that it must only access the Proposed Easement Site by the Paths of Entry unless the Landowner consents to an alternative route in writing, which consent will not be unreasonably withheld or delayed.
- 4.2 Hunter Gas Pipeline agrees that it will only use the Paths of Entry to travel to and from the Proposed Easement Site unless by the prior written consent of the Landowner, which consent will not be unreasonably withheld or delayed.
- 4.3 Hunter Gas Pipeline agrees that it may only conduct the Studies in the Proposed Easement Site and that it must not carry out any other activities in the Proposed Easement Site unless by the prior written consent of the Landowner.
- 4.4 Unless agreed in accordance with this Agreement, Hunter Gas Pipeline agrees that it must not enter any other Land owned by the Landowner other than the Paths of Entry without the Landowner's prior written consent, which consent will not be unreasonably withheld or delayed.
- 4.5 Hunter Gas Pipeline agrees that it will contact the Landowner or occupier at least fourteen (14) days prior to conducting Surveys on the Land to ask the Landowner to provide verbal or written details of any specific and reasonable entry requirements such as biosecurity plans.
- 4.6 If Hunter Gas Pipeline forms the opinion that the Proposed Easement Site requires variation to allow the Studies to be carried out, it will give the Landowner notice of that fact together with supporting information and an updated version of the map set out in Annexure B to this Agreement. Within 14 Business Days after receiving a notice under this clause, the Landowner or Contact Person will either notify Hunter Gas Pipeline of its agreement with the proposed variation or its disagreement with the proposal. Where the Landowner notifies Hunter Gas Pipeline of its refusal of the proposed variation, representatives of both parties must meet together within the period of 10 Business Days after the date of the Landowner's notice of refusal for the purpose of attempting to negotiate an amendment to the Proposed Easement Site which is acceptable to each Party. If at the conclusion of the meeting of representatives, the Parties have not reached agreement on the variation to the Proposed Easement Site, either Party may refer the issue to dispute resolution in accordance with clause 14.
- 4.7 Access to the Land is to be undertaken in accordance with the conditions of the Authority to Survey.
- 4.8 Hunter Gas Pipeline acknowledges and agrees that clauses 4.1 to 4.6 are essential terms of this Agreement.
- 5. COMPENSATION
- 5.1 Hunter Gas Pipeline will pay the Landowner the Compensation in relation to the carrying out of the Studies on the Proposed Easement Site.

- 5.2 Should, during the period of the Agreement, any employee or Contractor for Hunter Gas Pipeline require the assistance of the Landowner, Hunter Gas Pipeline will reimburse the Landowner for it's out of pocket expenses and costs for providing any assistance not otherwise compensated under this Agreement. For the avoidance of doubt, attendance at any toolbox discussions provided for under this Agreement are compensated for in accordance with clause 5.4.
- 5.3 Hunter Gas Pipeline will pay to the Landowner the sum set out in item 7 of Annexure A ('the Fee') within 5 Business Days after the Commencement Date. Access will not be granted until the Fee is paid to the Landowner.
- 5.4 Hunter Gas Pipeline will pay the Landowner the Fee in accordance with the payment details set out in Item 7 of Annexure A.

# 6. ACCESS PERIODS

- 6.1 Subject to clause 4.3, Hunter Gas Pipeline is permitted to carry out the Studies in the Proposed Easement Site from the date of this Agreement until the date set out in Item 5 of Annexure A and between the hours set out in Item 6 of Annexure A unless otherwise agreed between the Parties.
- 6.2 Except in the case of an Emergency, Hunter Gas Pipeline must provide the Landowner and Contact Person with fourteen (14) business days'notice of its intended initial access to the Proposed Easement Site.
- 6.3 Hunter Gas Pipeline and any Hunter Gas Pipeline Employees must, before entry on the Land meet with the Landowner to agree the schedule and timing of the Studies and attend a toolbox talk to discuss the requirements imposed by Annexures E, F and G.
- 6.4 Hunter Gas Pipeline acknowledges that the access rights conferred by this Agreement are non-exclusive in relation to normal land use by the Landowner and that the Studies on paddocks under crop, irrigation, pastures for fodder reserves or being utilised for lambing/calving/foaling purposes may need to be rescheduled in accordance with condition 5(II) of the Authority to Survey.
- 6.5 The Landowner may request a reasonable reschedule via written notice no later than seven days before the intended access date in accordance with condition 5(II) of the Authority to Survey, which will not be unreasonably withheld.
- 6.6 Hunter Gas Pipeline will, during such period as Hunter Gas Pipeline utilises the Proposed Easement Site, maintain and keep in repair the Proposed Easement Site having regard to its condition at the time of commencement of this Agreement.
- 6.7 Hunter Gas Pipeline may access the Proposed Easement Site at any time in the event of an Emergency and must make reasonable efforts to inform the Landowner and Contact Person prior to such access.

# 7. ADVICE

7.1 Hunter Gas Pipeline will reimburse the Landowner up to \$1500.00 AUD (inclusive of GST) for obtaining legal advice in relation to the making of this Agreement and hereby agrees to pay the invoice for the legal fees within thirty (30) days of issue of a Tax Invoice.

### 8. APPOINTMENT OF LAND MANAGER AND CONTACT PERSON

- 8.1 Prior to the commencement of the Studies, Hunter Gas Pipeline must appoint a Land Manager to oversee the Studies and notify the Landowner in writing as to the name and contact details, including a mobile phone number, for the Land Manager if not otherwise identified at Annexure A, Item 3.
- 8.2 The Land Manager must liaise with the Landowner and/or Contact Person at all reasonable times.
- 8.3 Hunter Gas Pipeline agrees to notify the Landowner and/or Contact Person in writing if there is a change of person appointed as the Land Manager.
- 8.4 The Landowner may nominate a Contact Person at its discretion and at its own cost.
- 8.5 The Landowner acknowledges that Hunter Gas Pipeline is in no way liable for any costs or expenses incurred in respect of services provided by any nominated Contact Person and agrees that no claims may be made by the Landowner relating to, arising out of or in connection with services provided by the Contact Person under this Agreement.

- 9. CONDITIONS TO BE OBSERVED BY HUNTER GAS PIPELINE
- 9.1 Hunter Gas Pipe line must comply with all requirements imposed by the *Biosecurity Act 2015*, *Work Health and Safety Act 2011* and the Local Weeds Authority, including the conditions of the Project Approval and any additional conditions as agreed with the Landholder.
- 9.2 Hunter Gas Pipeline shall carry out the Studies in a manner so as to:
  - (a) minimise any damage to:
    - (i) the surface of the Land comprised in the Proposed Easement Site;
    - (ii) crops, trees, pastures, grasses or other vegetation, native or otherwise, in the Proposed Easement Site;
    - (iii) buildings and improvements on the Proposed Easement Site;
  - (b) minimise disturbance or interference to stock and any native fauna in the Proposed Easement Site;
  - (c) where notified by the Landowner that there is concern about access to the Proposed Easement Site due to wet conditions refrain from entering the Proposed Easement Site in wet conditions without prior permission from the Landowner and on terms that may be agreed with the Landowner prior to first access to the Proposed Easement Site;
  - (d) ensure that no dogs or firearms are brought onto the Proposed Easement Site by Hunter Gas Pipeline Employees;
  - (e) not cut fences without the consent of the Landowner (such consent not to be unreasonably refused or delayed) and promptly repair any fences or other improvements damaged in the course of Hunter Gas Pipeline conducting the Studies;
  - (f) leave all gates as found, whether open or shut;
  - (g) not unreasonably interfere with the Landowner or any occupier when assessing the Land;
  - (h) not light any fires, unless consented to by the Landowner or any occupier;
  - (i) take all necessary reasonable precautions to prevent fires or fire hazards;
  - (i) not cause contamination on the Land;
  - (k) not use treated timber survey pegs, paints, flagging or bunting;
  - (l) not bring containers of oil or chemicals onto the Land;
  - (m) not cause or aggravate soil erosion, and provide appropriate means to prevent or minimise soil erosion and the spread of weeds and disease on the Land;
  - (n) not access or interfere with existing Landowner infrastructure unless otherwise granted by the Landowner; and
  - (o) not create any damage or leave any material, equipment or other obstruction that creates a risk to the Landowners livestock.
- 9.3 Vehicular access by Hunter Gas Pipeline Employees through standing crops or paddocks with nursing livestock is not permitted.
- 9.4 Hunter Gas Pipeline Employees must comply with all relevant biosecurity guidelines, policies or a lerts in relation to international travel. This includes but is not limited to not accessing the Land within fourteen (14) days of return from regions impacted by biosecurity issues.
- 9.5 At the end of the period of accessing the Land, Hunter Gas Pipeline must remove all rubbish and left-over survey materials placed on or released to the Land by Hunter Gas Pipeline or Hunter Gas Pipeline Employees, and:
  - (a) make good any material damage to the Land caused by Hunter Gas Pipeline Employees as soon as reasonably practicable to the reasonable satisfaction of the Landowner; and

- (b) notify the Landowner immediately of any occurrence which, to Hunter Gas Pipeline Employees who are visiting the Proposed Easement Site, seems to be dangerous, threatening, concerning or out of place.
- 9.6 Hunter Gas Pipeline will not be responsible to repair any damage to the Land caused by the Landowner or any other persons other than Hunter Gas Pipeline Employees.
- 9.7 Hunter Gas Pipeline must not use water from a farm dam or bore located on the Proposed Easement Site without the permission of the Landowner.
- 9.8 Hunter Gas Pipeline must ensure that any area of land subject to cultural heritage studies or investigations is pegged prior to that area being accessed.
- 9.9 Hunter Gas Pipeline must not fell trees, strip bark or cut timber without the consent of the Landowner (which consent will not be unreasonably withheld or delayed) and in accordance with any applicable legislative requirements.
- 9.10 Hunter Gas Pipeline must observe the following conditions in relation to vehicles:
  - (a) all vehicles will give way to livestock;
  - (b) all vehicles will use the approved Paths of Entry, access roads, tracks, designated work areas or set-down areas;
  - (c) where safe to do so, all Hunter Gas Pipeline project-related vehicles will give way to vehicles driven by or carrying Landowners and their families, personal visitors, employees and contractors;
  - (d) all project-related vehicles entering the Land must hold a current vehicle hygiene report in the form consistent with Annexure H;
  - (e) all reasonable actions will be taken to ensure that vehicles do not spread weeds, pests or pathogens;
  - (f) driving of vehicles to be conducted to suit the prevailing conditions and to minimise noise and dust; and
  - (g) in wet conditions, vehicle movements must be minimised to essential traffic and minimise damage to access points, roads and tracks.
- 9.11 At the request of the Landowner or Contact Person, Hunter Gas Pipeline must provide the Landowner with a copy of their Emergency Response Management Procedure (including fire management), set out in Annexure G to this Agreement, for the Proposed Easement Site.
- 9.12 Hunter Gas Pipeline will remove any garbage and waste from the Proposed Easement Site each day.
- 9.13 Hunter Gas Pipeline will not leave any vehicles, machinery, equipment or materials on the Land unattended.
- 9.14 Before any entry on to the Paths of Entry or the Proposed Easement Site as the case may be, vehicles, boots and equipment are to be cleaned of all superficial accumulation of dirt or vegetable matter in accordance with the Landowner's protocols under Clause 9.8.
- 9.15 Hunter Gas Pipeline is to abide by any further protocols to prevent the spread of weeds and disease as required by the Landowner outlined in Annexure D and any further special conditions in Annexure F.
- 9.16 Hunter Gas Pipeline is to abide by any WHS protocol as required by the Landowner outlined in Annexure E and any further special conditions in Annexure G.
- 9.17 Hunter Gas Pipeline will adopt a Biosecurity Plan for the works being undertaken under this Agreement, a copy of which is annexed to this Agreement at Annexure D.
- 9.18 Hunter Gas Pipeline is to notify the Landowner immediately of any damage to infrastructure, stock or the Land.
- 9.19 Hunter Gas Pipeline will ensure that Hunter Gas Pipeline Employees are made aware of and will comply with the terms of this Agreement.
- 9.20 Hunter Gas Pipeline is to ensure that all staff and contractors entering the property will have undertaken the appropriate training including attending toolbox talks prior to entering the Land.

- 9.21 Hunter Gas Pipeline is to ensure that all staff and contractors entering the property will have been subject to a Police Check and a Working with Children Check. The Landowner must be provided with a copy of these checks at the request of the Landowner or the Contact Person.
- 10. RECORDS
- 10.1 Hunter Gas Pipeline and Hunter Gas Pipeline Employees must keep a record of all personnel, equipment, vehicles, chemicals and material that is brought onto the Proposed Easement Site by Hunter Gas Pipeline Employees. These records must be available for viewing by the Landowner and/or Contact Person at any time during the currency of this Agreement.
- 10.2 Hunter Gas Pipeline and Hunter Gas Pipeline Employees must keep a daily record of each person entering and exiting the Proposed Easement Site including the name of the person, the person's position and the time entered and exited. These records must be available for viewing and/or audit by the Landowner and/or Contact Person at any time during the currency of this Agreement.
- 11. INSURANCE AND INDEMNITY
- 11.1 Hunter Gas Pipeline will affect and maintain a public liability insurance policy for no less than \$20million in respect of the Studies for the duration of this Agreement. The policy must cover liability assumed pursuant to this Agreement.
- 11.2 At the request of the Landowner, Hunter Gas Pipeline must verify its public liability insurance in respect of the Studies to the Landowner at any time during the term of this Agreement.
- 11.3 Hunter Gas Pipeline must comply with all its obligations under applicable work health and safety legislation.
- 11.4 Hunter Gas Pipeline expressly agrees that in the absence of negligence or wilful damage caused by the Landowner, the Landowner will have no responsibility or liability for any loss or damage to personal property of Hunter Gas Pipeline.
- 11.5 Hunter Gas Pipeline will release and indemnify and keep indemnified the Landowner, the Landowner's agents, servants, contractors and invitees, for all loss and damage arising from its actions and any actions caused by its contractors, employees and invitees on the Proposed Easement Site and Hunter Gas Pipeline further acknowledges that it enters on and uses the Proposed Easement Site at its own risk.
- 11.6 The Landowner will release and indemnify and keep indemnified Hunter Gas Pipeline, Hunter Gas Pipeline Employees, its agents, servants, contractors and invitees, for all loss and damage arising from the Landowner's actions and any actions caused by the Landowner's contractors, employees and invitees.

# 12. REHABILITATION

- 12.1 On completion of the Studies in the Proposed Easement Site, Hunter Gas Pipeline will:
  - (a) have commenced, or commence as soon as practicable, rehabilitation work;
  - (b) remove all equipment;
  - (c) repair all damage to the Proposed Easement Site caused by Hunter Gas Pipeline or Hunter Gas Pipeline Employees as soon as practicable; including tracks, access tracks and internal roads;
  - (d) consult with the Landowner prior to any rehabilitation work being completed to ensure the Landowner agrees with the type of works to be performed and that the materials used are in conformity with materials used by the Landowner, where reasonably practicable;
  - (e) reshape all surface disturbance to be consistent with the pre-existing Landform (or slightly elevated to allow for soil compaction);
  - (f) rehabilitate any damage to crops or pastures by reseeding; and
  - (g) rehabilitate with native species of local provenance where native vegetation has been cleared.
  - (h) Hunter Gas Pipeline may request the supply of native species of local provenance from the Landowner, which the Landowner may supply from their own native nursery onsite at their sole discretion.

- 12.2 If Hunter Gas Pipeline does not carry out the rehabilitation which is the responsibility of Hunter Gas Pipeline under this Agreement:
  - (a) the Landowner may serve written notice upon the Hunter Gas Pipeline setting out the rehabilitation required to be carried out under this Agreement; and
  - (b) if a period of 60 days passes after Hunter Gas Pipeline receives the notice under this clause and the rehabilitation has not been completed the Landowner may carry out the rehabilitation.
  - (c) Hunter Gas Pipeline must pay the Landowner's reasonable expenses and costs of carrying out the rehabilitation under this clause.

### 13. PROJECT COMPLETION

- 13.1 Hunter Gas Pipeline must organise a time for the Landowner and Contact Person to inspect the Proposed Easement Site when the Studies are finished to discuss any outstanding items agreed to under this Agreement.
- 14. DISPUTE RESOLUTION
- 14.1 If a Dispute arises out of or relates to this Agreement, the Parties shall endeavour in good faith to settle the issues in dispute by negotiation and consultation. Such discussions may (at the discretion of the Parties) involve a third Party or parties such as the respective Party's legal representatives or other chosen advisers or nominated persons.
- 14.2 A Dispute is taken to arise if one Party gives to the other Party a notice in writing specifying particulars of the Dispute.
- 14.3 If a notice is given under clause 14.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 14.4 In the interests of resolving any dispute as quickly as possible, the Parties may agree to meet via telephone or video conference.
- 14.5 If the Dispute is not resolved within a further 14 days, the Parties are to notify the Secretary of the Treasury ('the Department') of the Dispute.
- 14.6 The Department will determine the validity of the Dispute and provide direction to resolution pursuant to clause 8 of the Authority to Survey.
- 14.7 If the Department directs that the Parties are to mediate the Dispute and the Dispute is not resolved by mediation within a further 30 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 14.8 Nothing in this clause prevents the Parties or one or either of the Parties pursuing their options under relevant legislation to have the matter resolved (e.g. through the Land and Environment Court).
- 14.9 A Party may, at any time, seek urgent relief from a Court or Tribunal for any other order, relief or remedy (including injunctive or declaratory relief) against the other Party or any other person that may be available to them at law or in equity.
- 14.10 Hunter Gas Pipeline will bear the costs of the mediator, but each Party will be responsible for its own costs associated with the resolution of a Dispute.
- 15. FORCE MAJEURE
- 15.1 If a Party is prevented from carrying out the whole or part of its obligations under this Agreement by reason of a Force Majeure Event, that Party must provide written notice to the other Party containing particulars of the event.
- 15.2 In this clause a Force Majeure Event means any circumstance which:
  - (a) is beyond the reasonable control of the Party affected by it; and
  - (b) causes or results in a default or delay in the performance by that Party of any of its obligations under this Agreement where the occurrence of the circumstance and the effects of it could not be avoided or remedied by the exercise of a standard of foresight, care and diligence consistent with the operations of a reasonable, prudent and competent person under the circumstances, and includes any of the following circumstances:

- (i) pandemic;
- (ii) epidemic;
- (iii) acts of God;
- (iv) acts of war or terrorism;
- (v) actions or decrees by governmental bodies; and
- (vi) similar unforeseen occurrences.
- 15.3 The Landowner and Hunter Gas Pipeline will use all reasonable efforts to overcome and mitigate the effects of any event of Force Majeure.
- 15.4 No Party will be liable to another for loss or damage suffered or be in breach of this Agreement resulting from any event of Force Majeure.
- 16. TERMINATION EVENTS
- 16.1 This Agreement shall terminate;
  - (a) by mutual Agreement of the Parties;
  - (b) immediately upon a serious breach of this Agreement by Hunter Gas Pipeline or Hunter Gas Pipeline Employees; or
  - (c) at the date identified in Item 5 of Annexure A.
- 16.2 Termination of this Agreement does not affect rights and liabilities accrued as at the time of termination.
- 17. VARIATION AND ASSIGNMENT
- 17.1 This Agreement may only be varied in writing and signed by the Parties.
- 17.2 If the Landowner decides to sell the Land it must give Hunter Gas Pipeline not less than 30 days written notice of that intention and with that notice must provide Hunter Gas Pipeline with details of the proposed new owner.
- 17.3 The Landowner may only assign, transfer, encumber or otherwise deal with the whole or any part of its interest in the Land provided the Landowner first procures that the assignee, transferee, encumbrance enters into a deed of covenant for the benefit of Hunter Gas Pipeline by which the assignee, transferee, encumbrancee covenants to observe, perform, comply with and be bound by the terms of this Agreement to the extent of the interest novated or assigned as if expressly named in this Agreement as the Landowner.
- 17.4 Hunter Gas Pipeline may novate, assign, transfer, encumber or otherwise deal with the whole or any part of its interest under this Agreement without the consent of the Landowner.
- 17.5 Hunter Gas Pipeline must procure that the novatee, assignee, transferee or encumbrancee enters into a deed of covenant for the benefit of the Landowner by which the novatee, assignee, transferee or encumbrancee covenants to observe, perform, comply with and be bound by the terms of this Agreement to the extent of the interest novated or assigned as if expressly named in this Agreement as Hunter Gas Pipeline.
- 17.6 Hunter Gas Pipeline must give the Landowner notice of any novation or assignment and a copy of the deed of covenant within 15 days of the date of the novation or assignment.
- 18. NOTICE
- 18.1 Any notice given under this Agreement must be:
  - (a) In writing; and
  - (b) Sent to the recipient via the preferred method of communication set out in Item 8 of Annexure A.
  - (c) Notice is considered given:
    - (i) if hand-delivered, on the date of delivery;

- (ii) if sent by email transmission on a Business Day, the date the sending Party's electronic equipment reports the email as delivered, unless an undeliverable or out of office response is received;
- (iii) if sent by pre-paid ordinary mail within Australia, seven Business Days after the date of posting.

# 19. ENTIRE AGREEMENT

- 19.1 This Agreement contains the entire agreement of the Parties with respect to the Land and replaces any prior agreements, arrangements or understandings.
- 20. De finitions
- 20.1 Where the following terms appear in this Agreement they have the meaning provided below:
  - (a) Agreement means this Land Access Agreement.
  - (b) Authority to Survey means the authority to survey granted to Hunter Gas Pipeline on 13 January 2023 under the *Pipelines Act 1967* (NSW).
  - (c) Commencement Date means the date in clause 2.1(a).
  - (d) Compensation means the sum set out in clause 5.3.
  - (e) Conditions of Consent means the conditions set out in Project Approval 06 0286.
  - (f) Contact Person means the person who may be nominated by the Landowner as the most appropriate person for Hunter Gas Pipeline or the Land Manager to liaise with on access issues as set out in Annexure A of this Agreement.
  - (g) Dispute means a dispute or difference between the Parties under or in relation to actions of the parties under this Agreement.
  - (h) Emergency means a period of time which in the opinion of Hunter Gas Pipeline exists as a result of a threat to:
    - (i) the integrity of Hunter Gas Pipeline's property on the Proposed Easement Site;
    - (ii) the health and safety of persons on the Proposed Easement Site and in the community.
  - (i) Emergency Response Management Procedure means Hunter Gas Pipeline's procedure to be followed in the event of an Emergency set out in Annexure G to this Agreement.
  - (j) Force Majeure Event means the circumstances identified in clause 15.2.
  - (k) Hunter Gas Pipeline Employees means any employee, contractor, agent or any person authorised to access the Land by Hunter Gas Pipeline.
  - (1) Land means the Land identified in Item 1 set out in Annexure A to this agreement.
  - (m) Land Manager means the field supervisor whose name and contact details are set out in Item 3 of Annexure A of this Agreement or as otherwise advised to the Landowner.
  - (n) Local Weeds Authority means the local control authority conferred the weed control functions for the local government area the subject of the Land under the *Biosecurity Act 2015* (NSW).
  - (o) Paths of Entry includes the gates, farm roads and tracks and any other method of entry to the Land marked on the map at Annexure C.
  - (p) Project Approval means the Major Project Approval 06\_0286.
  - (q) Proposed Easement Site means the area of land identified within the 200m corridor, and specified or marked on the map at Annexure B, or outside of the proposed corridor if the written consent of the Landowner is obtained.

(r) Studies means the site-based activities conducted by Hunter Gas Pipeline to assess the feasibility of the pipeline route as well as any other investigations (including without limitation any surveys, environmental studies and cultural assessment surveys) which may be required for the Project.

EXECUTION PAGE	
EXECUTED as an Agreement on	
Signed for [INSERT] (the Landowner) in the presence of	
Signature of witness	Signature of Landowner
Name of witness (print)	Name of Landowner (print)
Executed by the Landowner pursuant to Section 127 of the Corporations Act 2001	
Director	Director/Secretary
Name (print)	Name (print)
Executed by the Hunter Gas Pipeline pursuant to Section 127 of the Corporations Act 2001	
Director	Director/Secretary
Name (print)	Name (print)

# ANNEXURE A – SCHEDULE

Item I	Land	Property Name & Address: [INSER1]			
		Lot:	Plan:	Title Reference:	
Item 2	Landowner	Name: [IN	SERT]		
		Address:			
		Postal Add	lress:		
		Phone:		Mobile:	
		Em a il:			
Item 3	Land Manager	Name: [IN	SERT]		
		Address:			
		Postal Add	lress:		
		Phone:		Mobile:	
		Em a il:			
Item 4	Contact Person	Name: [IN	SERT]		
		Phone:[IN	SERT]		
		Em a il: [IN S	SERT]		
Item 5	Termination Date	15 Octobe	r 2024		
Item 6	Permitted Hours of Entry	[INSERT]			
Item 7	Payment Details	The Fee (\$	SAUD):		
		Method: E	FT		
		Payee Det	a ils:		
		Account N	ame:		
		BSB:			
		Account N	umber:		
		Landowne	r has ABN:	Yes $\square$ No	
		If yes, prov	vide ABN:		
		ABN GST 1	registered:	Yes $\square$ No	
Item 8	Method of Communication	Letter	Em a il		
		-			

# ANNEXURE B - MAP OF PROPOSED EASEMENT SITE

A map should be attached to this Agreement (see Page 2). This should be based on a topographic map or aerial photograph of sufficient resolution to identify relevant features of the Proposed Easement Site and should detail:

- 1. Paths of entry
- 2. Paths of Studies ie where Project related vehicles will travel and Studies activity will occur
- 3. The location of the Proposed Easement Site.
- 4. The location of any specific area of interest for Studies. If the investigation area boundary will not fit on this plan a separate plan should be provided showing it in relation to the Proposed Easement Site
- 5. The location of the areas where access is prohibited under this Agreement (eg. dwellings, gardens, substantial improvements, airstrips etc).

# ANNEXURE C – PATHS OF ENTRY

# ANNEXURE D – BIOSECURITY PROTOCOLS

Accessible at https://huntergaspipeline.com.au/wp-content/uploads/Biosecurity-Management-
<u>Protocol.pdf</u>
Additional Landowner Biosecurity Protocols include:

# ANNEXURE E – SITE WHS INDUCTION PROTOCOL

Any site work health and safety induction protocol that Hunter Gas Pipeline must comply with in accordance with clause 9.16 to be annexed here.				

# ANNEXURE F – SPECIAL CONDITIONS

Parties should list any additional terms and conditions for incorporation under the Agreement.

# ANNEXURE G – EMERGENCY RESPONSE MANAGEMENT PROCEDURE

Carrier (Machinery)

# ANNEXURE H - SANTOS PEST HYGIENE INSPECTION FORM

Santos NSW -	- Pe	est <sup>1</sup> Hygien	e Inspe	ction Form	<b>I</b>	
Has the inspector complet	ted th	e following training p	oackages?:			
<ul> <li>Inspect machinery for</li> </ul>	Inspect machinery for plant, animal and soil material; and/or				YES	NO
Clean machinery of p	lant, an	imal and soil material.			YES	NO
Reason for Inspection:						
3	Travelled from outside the applicable biosecurity management region				YES	NO
Has the inspection item:	Been exposed to Pest Species				YES	NO
Appear 'dirty' and may contain pest matter such as insects a		s insects and/or seeds	YES	NO		
Item Details:						
Type (e.g. car, dozer, truck, trailer, equipment, soil)			Registration Frame Numb			
Make			Location sou	rce (from)		
Owner / Supplier Details:						
Name			Contact Number			
Company			Email			
Signature						
Inspection Details:	9					
Inspection Date						
Inspected by			Contact Num	ber		
Position / Company			Email			
Item clean?		YES NO	Follow up required:			
Inspection Comments	2					
Checklist - Heavy Machiner	¥			- Amel To	160	
Drivers Cab		Engine		Fuel Cells		
Tracks/track Frame		Battery Box		Buckets		
Belly Plates		Hydraulic Covers		Stabilisers		
Checklist - Vehicles	HILLOWER					
Radiator		Engine Bay		Cabin		
Cabin Wheel Well		Mud Flaps		Chassis Rails		
Sump Guards		Wheels		Spare Wheels		
Suspension		Load of Vehicle		Tray		
Checklist - Materials						
Source	D	Load		Covers		

Container/Case

<sup>&</sup>lt;sup>1</sup> Pests refers to items defined as biosecurity risks under the NSW Biosecurity Act 2015

# **Santos**

# APPENDIX E Santos / HGP Certificate of Currency





# **Certificate of Currency**

Date of Issue: 10 July 2023

Santos Limited 60 Flinders Street Adelaide SA 5000 Contact: Marcus Piristi

t: +61 8 8301 1124

e: marcus.piristi@aon.com

We hereby certify that the under mentioned insurance policy is current as at the date of this certificate, please refer to the important notices below.

Policy Type Public Liability

**Insured** Hunter Gas Pipeline

Insurer Zurich Insurance UK Plc (Lead)

Policy Number(s) CSINT2200506

**Period of Insurance** From: 4.00 pm 31/05/2023 Local Standard Time

To: 4.00 pm 31/05/2024 Local Standard Time

Territorial Limit Worldwide

Situation Anywhere in New South Wales

Limits of Liability USD 20,000,000 each and every occurrence unlimited and each and every

occurrence extending to Onshore and Offshore facilities

Summary of Coverage Legal Liability to third parties for personal injury and/or property arising

out of or in connection with the Insured's business or its products.

Special Note The Minister of Land and Water, for their respective rights and interests

### **Further Information**

Should you have any queries, please contact us on the details set out at the top of the page.

### Important notes

- Aon does not guarantee that the insurance outlined in this Certificate will continue to remain in force for the period referred to as the Policy may be cancelled or altered by either party to the contract, at any time, in accordance with the terms of the Policy and the Insurance Contracts Act 1984 (Cth).
- Aon accepts no responsibility or liability to advise any party who may be relying on this Certificate of such alteration to or cancellation of the Policy.
- Subject to full payment of premium
- This certificate does not:
  - represent an insurance contract or confer rights to the recipient;
  - amend, extend or alter the Policy; or
  - contain the full policy terms and conditions