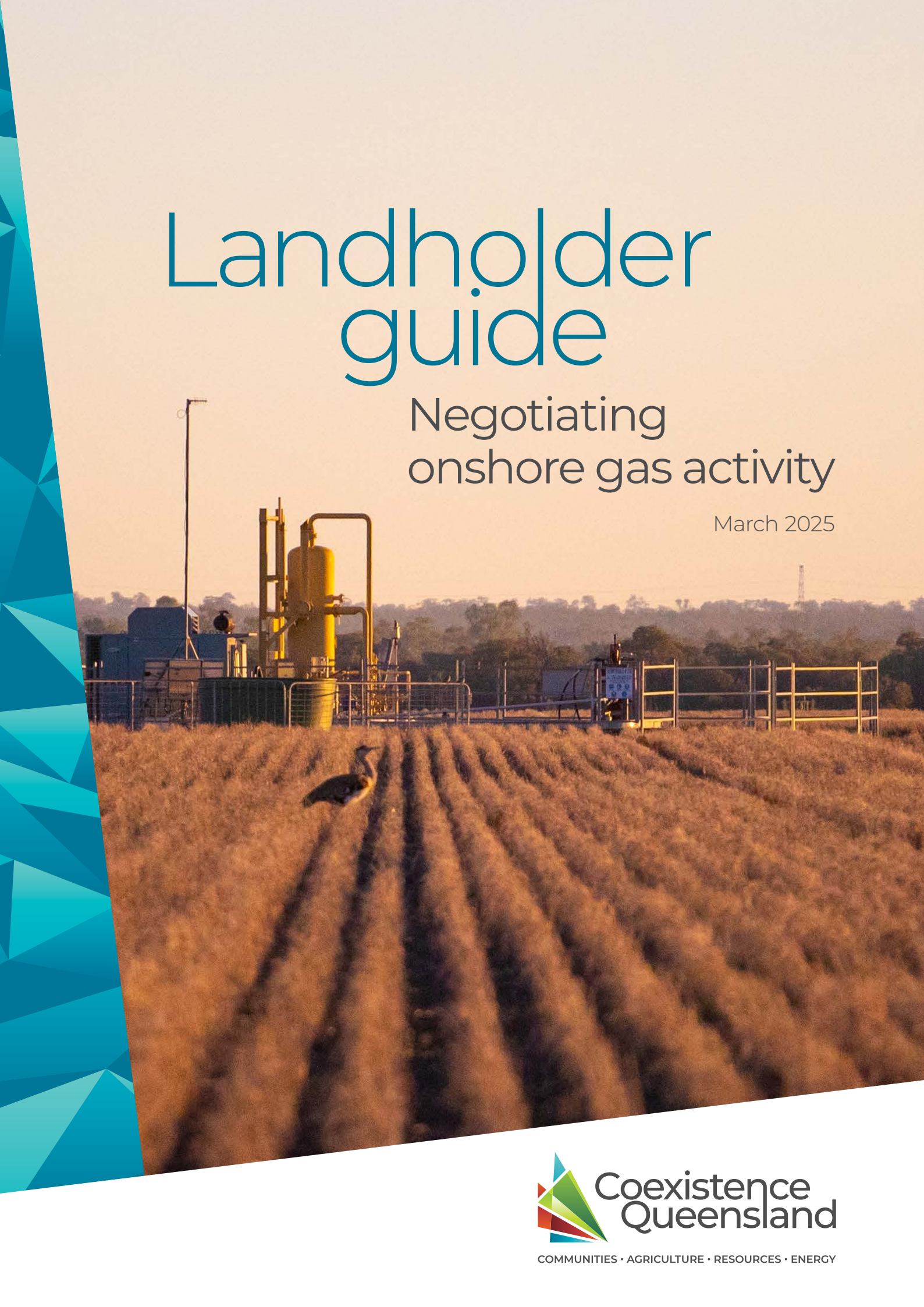


Landholder guide

Negotiating onshore gas activity

March 2025



About Us

Coexistence Queensland is an independent statutory body that was established as the GasFields Commission Queensland on 1 July 2013 to manage and improve the sustainable coexistence of landholders, regional communities, and Queensland’s onshore gas industry.

In 2024, the Queensland Parliament passed legislation and rebranded us as Coexistence Queensland with an expanded remit addressing Queensland’s diverse energy and resources landscape and the emerging challenges and opportunities facing rural and regional communities.

Coexistence Queensland provides a range of support to landholders and regional communities, primarily through education and engagement activities.

We play a key role in delivering information to landholders to help them understand their rights as they relate to the resources and renewable energy industries, along with advising government and other key stakeholders on issues of concern and opportunities.

Coexistence Queensland also works to provide transparency and independent assurances that the resources and renewable energy industries are being appropriately regulated and held to account when needed.

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Introduction

Gas exploration and development is expanding across Queensland, bringing new challenges and opportunities for communities where petroleum and gas activities are proposed.

Gas companies and landholders may negotiate agreements on land access, as well as management and compensation for impacts to private land as a result of petroleum and gas activities. Interactions with gas companies can sometimes involve negotiating multiple agreements. These negotiations decide terms and conditions, the conduct of all parties, and the compensation involved. Forming agreements is a business-to-business negotiation and part of an ongoing working relationship. It is important that landholders negotiate and work collaboratively with gas companies with an eye to securing their long-term business objectives.

Since the land access framework was established in 2010, more than 5,000 Conduct and Compensation Agreements (CCAs) have been successfully negotiated in Queensland with more than \$807 million paid in total cumulative compensation.

This does not include the successful negotiation of other types of agreements such as Make Good Agreements (MGAs) for impacts to water bores and alternative arrangement agreements for noise and dust impacts.

Landholders report feeling pressure during the negotiation process, and particularly in navigating large quantities of new information. Managing a business demands much of a landholder's time, and the complexity of negotiating with gas companies can add significant pressure. It is crucial for all parties to have a clear understanding of their rights and obligations, and to ensure comprehensive consideration of all relevant issues during negotiation.

Additionally, it is important for all parties of the negotiation to understand and acknowledge that there is an emotional side to negotiations for landholders in having another business operating on their land which, in many instances, is also their home. Considered preparation for negotiations is important to ensure landholders can clearly articulate their needs to companies, and work with them to agree on conduct and compensation requirements for inclusion in an agreement.

This document is intended to provide landholders an overview of the negotiation process, guidance on particular aspects of negotiations, and also where to find further information. After reading this document, it is hoped landholders will feel equipped to engage with gas companies around agreement-making, and to know where to go for a range of more detailed information resources such as Coexistence Queensland's comprehensive 'Gas Guide' or the Department of Resources' 'A Guide to Land Access In Queensland'.

The *Landholder guide: Negotiating onshore gas activity* was produced in consultation with people who have hands-on experience in negotiating these agreements. Coexistence Queensland appreciates the invaluable contributions from landholders, land liaison representatives, working group members from peak bodies, and government agencies who all generously shared their experiences, knowledge, and lessons learnt. Their insights have been crucial in developing this practical guide for those beginning their journey towards sustainable coexistence.

Chapter 1

Preparing for engagement with a gas company



Rights and obligations

Petroleum and gas resources in Queensland are not owned by individuals or companies, regardless of who owns the land over which the resource lies. The Queensland Government owns and manages these resources for the benefit of all Queenslanders.

The Queensland Government grants the right to explore for or develop gas resources by awarding resource authorities to gas companies who manage technical, environmental and native title requirements for gas exploration and extraction, for the benefit of all Queenslanders.

Although landholders cannot prevent a gas company undertaking authorised gas activities on their property, they have

the right to negotiate if activities will have a significant impact on their land or residence. Landholders may negotiate matters such as how access occurs, the location of activity, and any related compensation. Raising these topics ensures landholders maximise potential benefits and minimise impacts to business or operations.

Gas companies must comply with the mandatory conditions listed in the Land Access Code, along with all other elements of the Land Access framework. Gas companies must also comply with any other statutory obligations associated with the activities, including those set out under the *Environmental Protection Act 1994* and *Water Act 2000*.

What to expect from initial interactions

How and when you may be contacted by a gas company

Gas companies may engage with the community in the early stages of a project through activities such as letter drops, phone calls or hosting information sessions. It is a good idea to engage early to understand the company's plans, whether they will impact you directly or not, and to have your say.

Prior to having an agreement in place with landholders, gas companies must also provide an Entry Notice to landholders at least 10 days before accessing private property for preliminary activities. The gas company must have an agreement in place to conduct advanced activities.

For more information, see section 'When agreement is required for land access' on [page 11](#).

Not all landholders contacted by a gas company will end up with infrastructure on their land.

Engage early to understand the company's plans.

Further information
Land Access Code
and mandatory
conditions



What to expect from initial interactions (continued from page 5)

Initial meetings

A gas company should request an introductory meeting with a landholder they wish to work with, likely initiated by the company's land access liaison officer. The meeting should focus on learning about each other's operations and needs.

These meetings should be convened on the landholder's property at a time convenient to both parties.

These meetings provide opportunities for a landholder to:

- Ask about the proposed infrastructure the company would like to construct on your land.
- Discuss your expectations of the company's operations and understand what the company expects from you.
- Discuss your property map and how you use your land.
- Discuss your 5–10-year business plan.
- Discuss your biosecurity plan to identify appropriate entry points and any other access constraints or requirements.
- Discuss how to work together around the planning of infrastructure such as gathering lines, wells and access tracks in order to avoid or minimise impacts.
- Discuss potential timeframes for the company's activities.
- Advise the company of your interest to attend any survey or scouting days so you can provide feedback on the proposed layout of infrastructure on your land.
- Request to speak with any subject matter experts, or see operational infrastructure to understand what it will look like on your land and how you would work around it.



Request a tour from the gas company to:

- ✓ understand construction impacts;
- ✓ visualise built infrastructure; and
- ✓ see how site rehabilitation is managed.



Request all outcomes from phone or in-person discussions with a gas company are provided to you in writing.

Questionnaires

It is common for gas companies to ask landholders to complete questionnaires on a range of topics related to the property and its operations.

This information will inform the gas infrastructure design and layout.

It is recommended to supply as much information as possible, even if some topics may not seem relevant, or if you are unable complete answers in full, as they may be relevant in future.

Please note gas companies are required to keep this information confidential.

Engagement best practice

Behaviour landholders can expect from a gas company

- respecting landholder rights;
- actively engaging landholders in good faith;
- consultation on access, planned authorised activities, and compensation;
- negotiation in good faith during an open and transparent negotiation process;
- timely responses;
- regular operation updates;
- avoidance of unreasonable interference with the landholder's use of their property; and
- compliance with legal obligations.

Best practice for landholders

- Be respectful of gas companies' rights.
- Engage with gas companies in good faith to negotiate agreements regarding access, land use and compensation.
- Once access for activities has been agreed, the gas company will expect to be able to enter or cross your land.
- Negotiate in good faith during an open and transparent negotiation process.

The Land Access Code contains more detailed best practice coexistence principles. For more information, refer to Part 2, Section 4 of the Land Access Code.

Further information

A guide to land access in Queensland



Good business-to-business interactions

Working with a gas company operating on your land will require you to use your business skills. These partnerships are most successful when you operate on a business-to-business approach and treat this as a new element of your business.

A critical element of this interaction is clear communication. Working to understand your communication style will benefit you in all negotiations, including those with gas companies.

The Business Queensland website provides a guide for businesses in communicating effectively. It is also important to keep records of communications for future reference.

As striking an agreement involves negotiations between two businesses seeking beneficial outcomes, from time to time there may be complex issues that need to be explored to reach an agreed outcome. It may be helpful for you to do some reading to develop an understanding of negotiation skills and technique styles, as well as strategies and tools to use in different negotiations.

A structured approach to problem-solving may be particularly beneficial.

Landholders should not feel pressured to sign an agreement until they have had sufficient time to read and understand all aspects of the agreement.

Further information

Business Queensland's guide to communicating effectively



Chapter 2

Understanding the agreements



Types of agreements

There are numerous types of agreements that may be negotiated between a gas company and landholder. In some cases, multiple types of agreements may be required.

There are also some circumstances where gas companies may offer agreements to landholders that are not required for land access. These are commonly referred to as industry agreements or private agreements. An example of this is where a gas company may offer an agreement for a directionally drilled well where there is no surface infrastructure and no impact of significance is predicted to occur to the land at the surface.

Industry agreements for directionally drilled wells

Gas companies may employ directional drilling to enable gas wells to enter a property from an adjoining property at a subsurface level. This eliminates the need for surface infrastructure on the property with the deviated wells.

In some instances, companies may offer a voluntary agreement for directionally drilled wells that do not meet the requirements of a conduct and compensation agreement.

Such agreements do not fall within the statutory framework.

Further information
Directional drilling



TIP

Ensure common understanding of clauses in agreements so all parties are clear on:

- what their needs are;
- what their expectations are; and
- that the agreement states what they think it does.

Confirm this with a legal professional.



Types of agreements (continued from page 9)

Conduct and Compensation Agreement (CCA) for gas infrastructure

CCAs are the most common agreements between gas companies and landholders. They are formal and legally binding documents noted as an administrative advice on the land title. A CCA is an agreement that outlines how a gas company may access a landholder's property, including what activities they can conduct and the compensation the landholder will receive.

Landholders may opt to delay their endorsement of a CCA until after the land has been accessed (Deferral Agreement) or voluntarily opt-out of negotiating a CCA (Opt-Out Agreement). Coexistence Queensland recommends landholders engage in the negotiation process and therefore does not describe these options in this document.

Further information
Gas Guide



Easements and CCAs for major gas pipelines

If a gas company needs to build a major pipeline on private land, they will negotiate an easement with the landholder, or obtain a written agreement with the landholder to enter, construct and operate a pipeline. An easement or CCA may be registered to the land title and provides the gas company access to the specific area of land hosting the pipeline, whilst allowing the landholder to continue to use the land above it, with potential operational integrity and safety restrictions.

Where a gas company negotiates access and/or establishes an easement over private land, the company will need to compensate the landowner during the period of construction and operation of the pipeline.

Further information
Agreements for pipelines



Make Good Agreements (MGA) for water bore impairment

Gas companies require access to undertake baseline and bore assessments of nearby water bores, and install monitoring bores to understand the impact of gas activities on groundwater. Gas companies are required to enter into a MGA with the bore owner when a bore assessment has been undertaken even if the bore is not found to be impaired. Make good measures are required where a bore has or is likely to be impaired.

Alternative arrangements for environmental nuisance

Before activity can commence, gas companies are legally required to hold an Environmental Authority. To obtain one, a company must submit details of potential environmental impacts of their activities on acoustic values and air quality, such as from dust, light, noise and odour, along with mitigation strategies, to the Department of Environment, Science and Innovation.

Environmental impacts may affect properties neighbouring gas infrastructure. Landholders of potentially affected properties may be eligible to enter into an 'alternative arrangement' with a gas company.

If a company expects their activities may result in impacts to your property, they may negotiate arrangements with you to remedy those impacts.

Agreements may be considered voluntary agreements under the Regional Planning Interests Act

If you are on a priority agricultural area (PAA) or a strategic cropping area (SCA) under the *Regional Planning Interests Act 2014* (RPI Act) and you negotiate an agreement with a gas company, this can constitute a voluntary agreement under Section 22 of the RPI Act.

Please note that activity must still meet the criteria provided under the RPI Act to be exempt from requiring a Regional Interests Development Approval (RIDA). The below factsheet provides further information on the land owner agreement exemption under the RPI Act.

Further information
Land Owner Agreement
Exemption FAQs



When agreement is required for land access

Whether or not a land access agreement between you and the gas company is required depends on whether activities on your land are classified as "preliminary" or "advanced".

What are preliminary activities?

Generally, an activity is considered preliminary if it will have no impact or only a minor impact on a landholder.

Examples of preliminary activities include:

- walking the area of the authority;
- driving along an existing road or track in the area;
- taking soil or water samples;
- geophysical surveying not involving site preparation;
- aerial, electrical or environmental surveying; or
- survey pegging.

In most instances, a gas company can conduct these activities without an agreement, but they must comply with the Land Access Code requirements and provide the owner or occupier of the land with an entry notice at least 10 business days prior to the entry. Compensation is generally not payable for these activities, however a conduct and compensation agreement may be required for an organic or bio-organic farming system.

Further information
Preliminary and
advanced activities



What are advanced activities?

Advanced activities are activities carried out by a gas company, which may impact the landholder's business or land use and result in compensation.

Examples of what may be an advanced activity include:

- constructing drilling pads and digging sumps;
- drilling of petroleum and gas wells;
- removal of vegetation;
- construction of temporary camp for workers, concrete pad, sewage and water treatment facility or fuel dump;
- geophysical surveying, such as seismic surveys, with physical clearing;
- construction of water treatment facilities or gas compression facilities;
- construction of a track or access road; and
- changing a fence line.

A CCA is required for a gas company to undertake advanced activities unless a landholder agrees to defer or opt out of those negotiations.

Further information
Notification requirements
for carrying out activities





Impacts to water bores

Bore assessments

Onshore gas companies are required to manage impacts on underground water. Underground water impact reports make predictions on groundwater impacts and identify water bores that are likely to be impacted.

Gas companies are required to assess water bores that have been identified as likely to be impacted by conducting a bore assessment. Companies must notify landholders to obtain information describing current conditions and pumping capacity of the bore.

Further to assessing bore conditions, the gas company may also request information from the landholder to assist this process. The more information provided, the more accurate the assessment will be.

Information requested may include:

- the location of water bores;
- drill logs;
- pump records; and
- a description of how the bore/s were used.

A gas company may be required to drill a new bore on the landholder's property for the purpose of water monitoring. If this occurs, the company will need to negotiate the terms and compensation of a CCA for the new monitoring bore with the landholder.

Make Good Agreements

Following bore assessment, a gas company will negotiate a MGA with the landholder. A MGA is required even if a bore is not impaired by gas activity. MGAs between bore owners and gas companies include negotiable make good measures if a bore is determined to become, or is, impaired.

A bore is considered impaired when it no longer provides a reasonable quantity or quality of water and/or the presence of gas in the bore is a safety risk. If a landholder suspects their bore is impaired by gas activity, they can contact the Resources Community Infoline for support.

Landholders may request make good measures in addition to those proposed by the gas company as part of the MGA negotiation process.

Make good measures may include, but are not limited to:

- ensuring the bore owner has access to a reasonable quantity and quality of water for the water bore's authorised purpose. For example:
 - deepening the bore or enhancing its pumping capacity;
 - drilling a new bore; or
 - providing an equivalent water supply from an alternative source.
- carrying out a plan to monitor the water bore by undertaking periodic assessments; and
- providing the bore owner compensation (monetary or otherwise) for the bore's impaired capacity.

For more information on the use of professional services in negotiating a MGA, see the 'Using professional services' section on page 23.

Noise, light and odour impacts

Landholders should proactively engage with gas companies around any concerns they may have regarding noise, light or odour impacts that may result from gas activities.

Gas companies must obtain and comply with an environmental authority to undertake activities. An approved environmental authority sets the conditions that require resource companies to not cause environmental nuisance from noise or from dust, odour, light or smoke at a sensitive place (i.e. a dwelling, library, childcare centre, medical centre or a public park).

The conditions also allow for alternative arrangements to be in place between the holder of the environmental authority and the person affected, or likely to be affected by the activity if the environmental nuisance exceeds the limits in the environmental authority conditions. This could be on property where gas infrastructure is located, or a neighbouring property.

An alternative arrangement is a written agreement about the way in which a particular nuisance impact will be dealt with at either a sensitive place or sensitive receptor, and may include an agreed period of time for which the arrangement is in place.

An alternative arrangement may include, but is not limited to:

- a range of nuisance abatement measures to be installed at the sensitive place or sensitive receptor (for example, installing structures to reduce noise);
- provision of alternative accommodation for the duration of the relevant nuisance impact; or
- financial compensation.

If a landholder experiences impacts from noise or dust and does not have an alternative arrangement, they can contact the company or report environmental nuisance to the pollution hotline.

Department of Resources
Community Infoline
Make an enquiry or complaint:
resources.info@resources.qld.gov.au
or phone **137 107**



Further information
Make Good
Agreements (MGA)



Breach of an agreement related to
environmental impacts
For non-compliance resulting in
environmental impacts, contact the
Pollution Hotline on 1300 130 372

Further information
Alternative arrangements



Chapter 3

Considerations for negotiations



Compensation

What is compensation provided for?

Compensation is payable for impacts to a landowner's business or land use that arise as a result of hosting gas activity.

These impacts include:

- **Deprivation*** of possession of land surface
- **Diminution*** of land value
- **Diminution** of the use made or that may be made of the land or any improvement on it
- **Severance*** of any part of the land from other parts of the land, or from other land that the eligible landholder owns
- **Any cost, damage or loss** arising from the carrying out of activities under the resource authority on the landholder's land
- **Consequential*** damages the eligible landholder incurs because of a matter mentioned above.

If a landholder is concerned about the implications that gas activities may have on the farming operation, it is suggested that the landholder seek independent advice in the first instance.

Compensation negotiations

Compensation to a landholder is to be negotiated and is calculated specific to the landholder's circumstances.

To inform negotiations, landholders should prepare information such as their:

- land value;
- farm plan;
- farm revenue per hectare or field; and
- potential impacts of gas operations to them and their business.

A valuer can assist with the preparation of this information.

These help to assess any potential loss of revenue or value due to the location of gas infrastructure and/or the carrying out of gas activities on the land.

Compensation is not based on the number of well heads or a value per well head.

Consider these as a starting point for negotiating compensation:

 Land value

 Loss of value

 Impacts to you and your operation as a result of construction and ongoing maintenance

Payments

It is worth considering the structure of any compensation payments, particularly for CCAs. Compensation may be in one amount under certain circumstances or paid in a larger upfront sum with a trailing amount on a defined basis, such as per annum.

Discuss this as part of compensation negotiations and consult with an accountant to understand tax implications.

Engaging professionals to assist with negotiations



Landholders may choose to engage an accountant, agronomist, legal professional, or valuer to assist in determining compensation and tax implications if a CCA is required. These services may be reimbursed by the gas company.

For more information, see 'Using professional services' (page 23).

Conduct

It is important to clarify conditions related to the future conduct of the gas company, including what conduct is and is not permitted on your property, during negotiations.

See the checklist section on pages 27–31 for common conduct issues to discuss.

* Impact definitions:

Deprivation: to take away or withhold; Diminution: reduction of; Severance: division of; Consequential: as a result of.



Biosecurity

Do I need a biosecurity plan?

An on-farm biosecurity plan will help protect a landholder's day-to-day business operations from threats posed by invasive pests (including weeds) and diseases. While everyone has a general biosecurity obligation, landholders are accountable for any certifications relating to their property.

A landholder may have a biosecurity plan or a biosecurity management plan to manage a biosecurity risk at their property. Where a landholder wants to enforce their plan, they must install signage advising there is a biosecurity plan or a biosecurity management plan at their place, and make the plan available to parties wanting to enter the place. Visitors, including the gas company, are required to adhere to the plan unless permitted or required to enter under an Act.

As part of negotiations with gas companies wishing to access private land, it is advised the landholder negotiates appropriate measures with the company before entering so the biosecurity plan is not compromised. Whilst a gas company may have a legal right to enter a place, they may also have a legal requirement to meet reasonable biosecurity risk controls outlined in the biosecurity plan.

Biosecurity plan in negotiations

It is recommended landholders develop their own biosecurity plan, in addition to a biosecurity plan that may be developed by the gas company. Plans should be provided by the landholder to the gas company at the time any agreement involving access to your land is negotiated and referenced in the agreement.

A biosecurity plan could include:

- processes, procedures or requirements in the occurrence of a biosecurity event;
- existing biosecurity measures and management controls for each known infestation and risk area;
- a biosecurity risk assessment for each known infestation and area, including the risk of spread.
- conduct guidelines for high-risk visitors to the property, including interstate and overseas visitors;
- biosecurity signage at all property access points and an at-risk gate register to record the time and date of anyone who enters the property;

- clean-down procedures and a clean-down area for visitors to reduce the risk of vehicles and equipment spreading weed seed and diseases;
- a soil erosion management strategy, including the management of dormant seeds, and practices for disturbed soils and wet weather access;
- a chemical usage record documenting the location, date and withholding period of any chemicals used to control biosecurity matter on the property;
- procedures for the safe storage of any chemicals, battering and equipment on the property;
- details of fenced-off areas that restrict livestock access and minimise the risk of livestock being exposed to chemicals, rubbish and food scraps;
- rubbish removal procedures to contain and manage discarded materials and high-risk food scraps, such as meat-derived products;

- checks to ensure incoming materials, such as gravel and sand, are certified pest and weed free; and
- any specific matters in the biosecurity plan relating to the regulated management of restricted biosecurity matter or things at the property.

If your land or parts of it has been declared a restricted place under biosecurity legislation, you should ensure that the gas company is aware of the restrictions.

Further information
Biosecurity planning
for your property



Property maps and restricted land

Why provide a property map?

Maps and plans highlight what matters most to the landholder and their property. Landholders do not have to share these documents with a gas company, but preparing them in advance of negotiations ensures landholders don't miss discussing these matters with the gas company. Discuss your property map with the company to co-locate infrastructure, such as roads, laydowns and water-holding facilities, for the mutual benefit of both parties.

Clear maps show the location of key areas and infrastructure, such as:

- access points, formed roads and tracks;
- gates and fences;
- stockyards;
- homes and other buildings;
- areas or structures of sentimental value, for example, remains of historic homesteads;
- any areas of known or suspected cultural heritage;
- key agricultural areas and infrastructure, for example, cattle yards, crops, dams, levees, irrigation channels and shade clumps;
- water bores and key watering points;
- sensitive no-go zones, such as vegetation, waterways, erosion prone areas, flood prone areas and overland groundwater flow areas; and
- any plans for expansion or improvement underway.

A landholder's local lived experience might differ from official records on key issues like overland flow, flood levels, waterway flows and observations of flora and fauna. This is an area where the landholder's experience can add a lot of value to the planning processes.

Restricted land

A gas company cannot enter land classed as restricted without the written consent of the landholder. 'Restricted land' is the area within 200 metres of:

- a permanent building used for the purpose of a residence, business, childcare centre, hospital, library, or place of worship;
- a permanent building used for a community, sporting or recreational purpose; or
- an area used as a school, or for 'environmentally relevant activities' that are aquaculture, intensive animal feedlotting, pig keeping or poultry farming.

Restricted land is also the area within 50 metres of:

- an artesian well, bore, dam or water storage facility;
- a principal stockyard; or
- a cemetery or burial place

If parties are unable to reach an agreement on whether a certain building, structure or area is defined as restricted land, either can apply for a declaration by the Land Court of Queensland. The Court will determine whether the land is restricted land for a resource authority and/or whether a particular activity is a prescribed activity for the purpose of applying restricted land protections.

Further information
Restricted land



Non-monetary benefits

A range of non-monetary benefits may be negotiated. Benefits that may be negotiated includes a supplementary source of income from the sale of gravel and water and/or upgrades or additions to:

- internal access roads;
- fencing;
- grids;
- dams;
- bores; and
- hardstand areas.

It is worth investing in understanding how a gas company will use your land and discussing your property map to identify where upgrades can be made that suit both parties for the duration of your business relationship.

Business plan

What is a business plan?

A business plan generally spans 5-10 years of proposed business activities and can vary from a series of maps illustrating changes over time, to very detailed documents.

Why is a business plan important for negotiations?

A business plan allows landholders to describe the way the property currently operates, and to explain any plans for how the land is to be used or operated in the future. This may include future house sites, changed management practices or field design as well as expansion of current activities, succession plans, a transition to organics, and new technologies. Business plans could also include any intentions you have to participate in activities such as carbon farming. The plan should also indicate preferred property access timings, for example, avoiding access during harvesting of cropped land, planting, spraying or irrigating. Gaining a common understanding of these plans will assist in identifying suitable locations for gas infrastructure.

Renegotiating an agreement in the future

As these agreements may be in place for decades, it is likely your business or the activities of the gas company will change. An agreement may require renegotiation if there is a material change in circumstance. You should consider negotiating a clause in your agreement about amendments to the agreement where there is a material change in circumstance. This could include changes the landholder makes to the type of activity they use the land for, or changes made by the gas company to the scope or extent of their operations on the land. If new terms cannot be agreed upon, the Land Court of Queensland can assist with a determination.

Consider your succession plan



CCAs and MGAs are binding on anyone who buys or inherits the land.

Future plans will be important in deciding how compensation is paid.

Public liability insurance

The matter of public liability insurance coverage for landholders hosting gas infrastructure and activities is of concern to landholders. Some farm insurance policies include exclusions for third party liability coverage for rural properties that host gas infrastructure.

To address this concern, Coexistence Queensland developed a standard clause that can be included in CCAs to provide protections for public liability for the gas infrastructure. This clause is supported by agriculture, insurance and the gas sector as best practice and can be found by scanning the QR code below.

It is strongly recommended that landholders review their farm pack insurance to see if the public liability exclusion is included in their policies and discuss with the gas company the inclusion of the standard clause.

Further information
Public liability
insurance
coverage



Decommissioning

Decommissioning of gas infrastructure

Rehabilitation works must meet the conditions of a gas company's Environmental Authority. The Queensland Government financial assurance scheme also requires companies to have in place a form of security to cover the cost of rehabilitation to protect against companies defaulting on their obligations. The Department of Environment, Science and Innovation must approve completion of rehabilitation works. Landholders may provide a statement to the department prior to the outcome being determined.

During negotiations, landholders may also wish to ask the resource company to provide detail around the decommissioning process for wells, pipelines and other related infrastructure to ensure they are informed and comfortable with the process, and understand how the activities will be rehabilitated and the land returned to its previous use.

In addition, if you feel final rehabilitation has not met the standards in your agreement and you have not received a satisfactory response from the gas company, you can contact the Land Access Ombudsman for assistance.

Landholders may request to have decommissioned gas infrastructure assets including bores, access tracks, hardstand areas, pipes and pumps for irrigation, fences and sheds transferred for their personal use via written agreement.

Ensure consideration is given to the location of these assets during the negotiation phase if you intend to transfer gas infrastructure assets.

Further information
Decommissioning
of gas infrastructure



Decommissioning of water bores

It may be negotiated for a gas company to 'plug and abandon' (decommission) water bores identified as being in an immediately affected area or long-term affected area bores under an underground water impact report. Where these works are conducted, it is important the MGA addresses who owns the bore, and who accepts the risk of it potentially failing once all the works are complete. Parties should negotiate acceptable clauses to address these issues and insert them into the agreement.

Chapter 4

Managing negotiations and agreements



Using professional services

Landholders are encouraged to seek professional advice in negotiating agreements, and may be eligible to have associated expenses reimbursed. Landholders may find the following professional services of assistance:

- lawyers;
- accountants;
- hydrogeologists;
- valuers; and
- agronomists.

If a landholder obtains professional advice, it is recommended to engage a lawyer with experience in the type of agreement being negotiated. They will be able to manage other specialists to ensure consistent, relevant and reliable advice.

Landholders should ensure their lawyer understands their intent for any negotiations.

Seeking legal advice early in the negotiation process will assist with understanding the agreement terms, ensuring they are fair. Compensation should be considered in conjunction with terms and conditions.

If engaging professionals, request the following in writing:

- professional qualifications;
- services to be provided (this can apply to stages of the process or the whole process);
- date(s) of delivery of services, including key milestones for deliverables;
- cost of services; and
- relevant insurance coverage.

Professional advisors bring their own set of skills to the table, but landholders know their business best and should take the lead in negotiations as they relate to the operation of their property.

Professional services to be reimbursed by gas company

Gas companies are required to cover costs reasonably incurred for certain professional services in the negotiation and preparation of either a Conduct and Compensation Agreement (CCA) or a Make Good Agreement (MGA).

These services are outlined below for these agreements. It is good practice to discuss and agree early on what both parties consider to be reasonable costs, and at what point in negotiations you will be eligible to have professional costs refunded.

If both parties cannot agree on reasonable costs, the Land Court of Queensland can determine them.

Conduct and Compensation Agreement (CCA)	Make Good Agreement (MGA)
• Accounting • Agronomy • Legal • Valuation	• Accounting • Hydrogeology • Legal • Valuation

Further information and tips

How professionals can assist you with your negotiations – see the **Coexistence Queensland Gas Guide**.



For CCAs
page 42



For MGAs
page 55



Record keeping

It is critical that landholders maintain records in relation to all aspects of their interactions and agreements with gas companies. This includes records relating to agricultural production or other business operations that may be impacted by gas activity and records of communications and other documentation shared between the landholder and gas company.

Monitoring and recording of information on the following is strongly recommended:

- production yield and associated inputs and field characteristics;
- weed species; and
- water bore production: Regular monitoring of water bores can provide good baseline data for assessing groundwater impacts or identifying any bore performance issues. Groundwater Net is a voluntary landholder bore-monitoring network which provides information and support to landholders who are interested in self-monitoring the water level/pressure of their bore(s).

If it is identified that gas activity has contributed to changes, landholders should raise this with the gas company operating on the property. Records including photos and other evidentiary proof are necessary to assist with agreement renegotiations and/or resolving breaches to existing agreements.

It is also important to consider how you will record information relating to communications between you and the gas company, as well as any agreements you have made and associated supporting documentation. It is also advised that you keep backups of this information.

Further information
Groundwater monitoring



Options if there is disagreement

Various pathways are available if negotiations with gas companies become challenging or stall completely. It is recommended to keep communication lines open. If the parties are unable to reach an agreement on their own, the gas company can issue a negotiation notice which allows them to proceed through the statutory negotiation processes available.

Either party can enter into a dispute resolution process by providing written notice to the other party. Dispute resolution options include:

- conferences facilitated by the Department of Resources;
- alternative dispute resolutions, including case appraisal, conciliation and mediation;
- arbitration; and
- hearings by the Land Court of Queensland which may only occur once alternative dispute resolution has been completed.

A process to address
any disagreements, complaints or issues
should be agreed upon, and entered
into the written agreement

Further information
Dispute resolution
options



Complaints or breaches

No agreement or entry notice

If a gas company accesses private property without supplying a valid Notice of Entry or otherwise complying with a Land Access Code requirement, landholders may lodge a complaint with the Department of Resources Community Infoline to initiate a compliance investigation.

Breach of CCA or MGA by a gas company

If a landholder with an existing CCA or MGA believes a gas company breached the conditions of the agreement, they should first try to resolve the matter with the company.

If landholders are still unable to resolve the issue, they may refer the dispute to the Land Access Ombudsman who provides free advice and assistance. As long as parties can demonstrate a reasonable attempt to resolve the situation, the Ombudsman does not require that the dispute resolution process in the agreement has been followed.

The Ombudsman can complete an assessment of the alleged breaches of the agreement, investigate the issues, and make recommendations to help resolve the issue quickly and efficiently. Landholders do not require legal representation to make use of this service and the Land Access Ombudsman is able to travel to landholders. A gas company may also contact the Land Access Ombudsman to resolve a dispute with a landholder.

Department of Resources
Community Infoline
Make an enquiry or complaint:
resources.info@resources.qld.gov.au
or phone 137 107



If a landholder believes there has been a breach of an environmental condition or pollution has occurred, they can report it by contacting the pollution hotline.

Land Access Ombudsman
Make an enquiry:
enquiries@lao.org.au or phone 1800 717 550

For non-compliance resulting in
environmental impacts
Contact the Pollution Hotline on
1300 130 372

Checklist

Landholder negotiation considerations

Gas companies should supply landholders information regarding the activities proposed prior to commencement of negotiations. This checklist is intended to help landholders consider matters relevant to their individual property and situation. The considerations suggested in this checklist are related to each chapter of the guide so that you can refer to that section for further information.

If you have any further questions about any of these checklist items, please contact Coexistence Queensland via email at enquiries@cqld.org.au or phone on 1300 548 021.

Chapter 1: Preparing for engagement with a gas company

- | | |
|--|---|
| <ul style="list-style-type: none">☐ Have you reviewed the Department of Resources' Land Access Code and 'A guide to land access in Queensland'?☐ Are there any community engagement sessions that you could attend?☐ Have the potential benefits and impacts to you and your neighbours been discussed?☐ Do you need to request more time to prepare before negotiations commence?☐ Do you have a dedicated contact person at the gas company for all enquiries? | <ul style="list-style-type: none">☐ Have you discussed the regulatory obligations the gas company has to comply with to gain a better understanding of their operations?☐ Have you agreed on methods of communication with the gas company?☐ Have you thought about and developed your approach to problem solving?☐ How will you keep records of your interactions with the company, including the decisions made and any documents for future reference? |
|--|---|

Chapter 2: Understanding the agreements

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|---|--|
| <ul style="list-style-type: none">☐ What activities does the gas company plan to carry out on your property?☐ If you are on PAA or SCA, have you asked the company whether they will consider your agreement a voluntary agreement for exemption under section 22 of the RPI Act?☐ Will the activities have more than a minor impact on your land or operations?☐ Are you aware of the requirements around the provision of entry notices?☐ Have you been notified of the drilling and stimulation methods to be used, where applicable?☐ If a water bore on your land is determined to likely be impaired, have you discussed which make good measures would be suitable for your operations? | <ul style="list-style-type: none">☐ Do you have a water bore that you suspect may be impaired as a result of gas activity and would like the bore to be investigated?☐ Have acceptable noise level and times been discussed? Ask the company what limits they are required to comply with.☐ Have acceptable dust levels been discussed? Ask the company what limits they are required to comply with.☐ If noise or dust levels are predicted to exceed limits, discuss alternative arrangements with the company. |
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Record your own notes in the space provided on [pages 32 and 33](#).

Chapter 3: Considerations for negotiations

Conduct

- | | |
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| <ul style="list-style-type: none">○ Have you prepared materials describing your property and operation to share with the gas company, such as your business plan, property map and biosecurity plan?○ What are the non-negotiable terms of conduct for you? Have you discussed these with the company to reach an agreement?○ Where will the activities be carried out on your property?○ When will activities be carried out (including day/night, time period)?○ Who will carry out activities on the property and how many workers are likely to be involved?○ Have you discussed and agreed on times of entry and of operation (including busy periods of agricultural production when access should be minimal)?○ What are your preferences for being informed of the gas company's employees, contractors and visitors? Have you agreed on this with the company?○ Have you been provided with the work programs and timeframes for each activity and potential impacts (noise, dust, lights, vibration etc.)?○ How many vehicle movements a day are envisaged and how do you want these to be monitored?○ Have you agreed on any speed limits on farm roads? | <ul style="list-style-type: none">○ What controls does the company have in place for access during or after inclement weather (e.g. high rainfall)?○ Have you discussed your preferences for being kept informed of work progress and variations, and agreed on the process for these updates to occur?○ Have you discussed any safety considerations, emergency management plans and important contacts?○ How will occupational health and safety issues involving working at the drill site and possible interactions with farm workers be addressed?○ Is there any requirement for safety training that covers associated infrastructure owned and operated by a gas company?○ Have you seen the gas company's safety, environmental, fire (with reference to local fire restrictions where appropriate), companion animal (esp. dogs), drugs and alcohol policy?○ Have you discussed induction of the gas company's employees, contractors and visitors with respect to the provisions of the access arrangements and the landholder's operations on land?○ What environmental protection measures will the gas company use on your land?○ Have you been provided with details of chemicals being brought onto or stored on the land?○ What does the gas company intend to do with the drilling cuttings? |
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Record your own notes in the space provided on pages 32 and 33.

Chapter 3: Considerations for negotiations

Biosecurity

- | | |
|--|---|
| <ul style="list-style-type: none">○ Have you discussed biosecurity matters and gate closures with the company and included them in the agreement?○ Have you supplied the company with a copy of your biosecurity plan | <ul style="list-style-type: none">○ Have you included a requirement for the company to comply with your biosecurity plan in your agreement? |
|--|---|

Property maps and restricted land

- | | |
|--|--|
| <ul style="list-style-type: none">○ How will the company access the land (e.g. which gates)?○ Where on your property are the company's employees permitted to access? Have you determined which areas on your property are restricted land?○ Have you discussed the types of infrastructure proposed to be located on your property and the proposed location? Examples of types of infrastructure are access tracks, wells and well pads, lay down areas, pipelines, high point vents and low point drains. | <ul style="list-style-type: none">○ Consider asking the gas company to show you gas infrastructure established on another property to help you understand the infrastructure proposed on your land and any potential implications.○ Consider attending any scouting or surveying activity on your property so that you understand the company's infrastructure plans and can make timely input. |
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Non-monetary benefits

- | | |
|---|--|
| <ul style="list-style-type: none">○ Have you negotiated on how any changes to infrastructure, such as access tracks, gates, and cattle grids, can be best located to suit your operations as well as the company's? | <ul style="list-style-type: none">○ Has the gas company requested to use water on the property? If so, ask the gas company how this will be managed. |
|---|--|

Record your own notes in the space provided on pages 32 and 33.

Chapter 3: Considerations for negotiations

Business plan

- Have you documented your future plans for your land and operations and shared this with the gas company?
- Do you currently, or plan to host activity such as carbon farming projects? Ask the gas company if their activities could impact on your ability to host a carbon farming project.
- Have you notified any additional landholders (people who become landholders during the term of arrangement, i.e. a person who leases part of the land)?
- Have you considered your succession plan and involved anyone who may deal with the company in future?
- Have you considered a clause in your agreement to enable the agreement to be reviewed in the future should your circumstances change?
- Does the company anticipate additional future development on your property that may impact your future plans?

Public Liability Insurance

- Have you reviewed your insurance to check whether public liability exclusion is included in your policies?
- Have you included the public liability insurance clause in your agreement?

Decommissioning

- Have you discussed how the land will be used after rehabilitation following construction?
- Have you agreed on how the land will be rehabilitated following construction?
- Have you discussed and considered what the gas company proposes for the decommissioning of wells, pipelines and related infrastructure at the end of operation?
- If you have a make good agreement that will require water bores to be decommissioned, does it address which party is responsible for the decommissioned well once works are complete?

Record your own notes in the space provided on pages 32 and 33.

Chapter 4: Managing negotiations and agreements

- Are you aware of the professional services that may assist you in negotiations?
- Have you determined whether you are legally entitled to have expenses for professional services reimbursed by the gas company?
- Have you discussed with the company the amount you will be reimbursed for the use of professional services?
- Have you sought advice from an accountant about tax and GST issues related to any compensation payments you receive?
- Have you consulted a lawyer to confirm that the terms and conditions of the agreement are appropriately drafted to align with your intention and understanding of the negotiations you have made with the gas company?
- Have you considered the binding nature of the agreement, and discussed potential implications with a lawyer?
- Have you determined what information in relation to your land and operations should be monitored?
- How will you keep these records?
- Are you aware of options available to you for dispute resolution?
- Consider agreeing upon, and entering into the agreement, a dispute resolution process with the gas company that may be employed to address any complaints or issues that arise.
- Are you aware of the avenues available to you for complaints or breaches in relation to agreements?
- Do you currently, or plan to host renewable infrastructure on your land? Have you communicated this to the gas company and sought legal advice?

Record your own notes in the space provided on pages 32 and 33.

Notes

[illegible][illegible]

Useful links

This section collates useful links provided throughout this document.
For further information on any of these topics, please refer to the sources.



Land Access Code
A code that sets out best practice for the resources industry in communicating and negotiating with landholders and imposes mandatory conditions about resource company conduct on private land.
<https://bit.ly/3YQCfQ5>



Gas Guide
A comprehensive guide to help landholders navigate the processes and pathways for petroleum and gas development on private land.
<https://bit.ly/GasfieldsGuide>



Advanced activity
The definition of an advanced activity from the legislation.
<https://bit.ly/3yVG3oN>



Public liability for gas infrastructure
A resource to understand the landholder indemnity clause.
<https://bit.ly/4cO5u9I>



A Guide to Land Access in Queensland
A guide to understanding Queensland's land access laws for both industry and landholders.
<https://bit.ly/3WUYp0R>



Easement
A guide to understanding the set of rights someone other than the landholder has to use a section of land in a particular way.
<https://bit.ly/3YVybhh>



What is compensation provided for?
A guide to help landholders understand potential compensation for impacts resulting from petroleum and gas development activities on or under their property.
<https://bit.ly/UnderstandingCompensation>



Transfer gas infrastructure assets
A guideline providing information for the transfer of petroleum infrastructure to landholders before the surrender of the environmental authority or petroleum tenure.
<https://bit.ly/4dXpNSW>



Information for landholders and community
Find out more about resource activities in your area, and about environmental and land access obligations.
<https://bit.ly/3zayWsv>



Directional drilling
Fact sheet on the regulatory framework for directional drilling and the associated rights of landholders.
<https://bit.ly/DOR-Drilling-Factsheet>



Restricted land
Pages 25–26 of the Guide to Land Access in Queensland provide guidance on restricted land.
<https://bit.ly/4d1EbJ6>



Land Access Ombudsman
Access to an independent dispute resolution service for landholders and resource companies in Queensland.
<https://bit.ly/4cP4Zfr>



Communicating effectively
A guide for businesses in communicating to manage relationships with staff, customers, and stakeholders.
<https://bit.ly/3X02O2u>



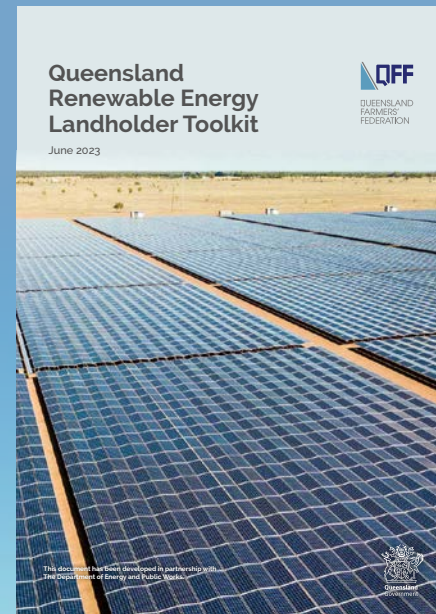
Preliminary activities
The definition of a preliminary activity from the legislation.
<https://bit.ly/3Xw7DCi>

What if I am considering renewable energy for my land?

If you currently have renewable energy infrastructure on your land, or are considering a renewable energy proposal, it is recommended you notify the gas company you are working with as part of your agreement negotiations.

While it is not your responsibility to ensure the gas company and renewable energy proponent communicate with each other, ensuring they are aware of one another's intentions is likely to produce the best outcome for you and your property.

For practical guidance on considering a renewable energy development on your property, refer to the Queensland Renewable Energy Landholder Toolkit by the Queensland Farmers' Federation.





1300 548 021
enquiries@cqld.org.au
cqld.org.au