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Attachment L - Field Compound Licence to Occupy

LICENCE TO OCCUPY FOR:

CONTRACTORS COMPOUND:

CONTRACT NUMBER:

CONTRACT START DATE:

CONTRACT END DATE:

CD-019

Last Updated: 30th July 2015

FIELD COMPOUND LICENCE TO OCCUPY

1. DEFINITIONS

In this Licence to Occupy (“**Licence**”):

“**Authority**” shall have the same meaning as defined in the Contract;

“**Company**” means the Company as set out in the Formal Instrument of Agreement of the Contract;

“**Company Facilities**” means the facilities and services provided in accordance with Clause 6.1 and any alterations thereto in accordance with this Licence;

“**Company’s Representative**” shall have the same meaning as defined in the Contract;

“**Compound**” means the particular compound or compounds allocated to the Contractor by the Company’s Representative in accordance with this Licence;

“**Contract**” means each current contract between the Contractor and the Company under which the Contractor is authorised to occupy the Compound;

“**Contractor**” means the Contractor as set out in the Formal Instrument of Agreement of the Contract;

“**Contractor Facilities**” means all facilities and services required or provided by the Contractor at the Compound other than the Company Facilities and any alterations thereto in accordance with this Licence;

“**Environmental Contamination**” means any of the following and their consequences:

- a) any release, omission, leakage or spillage into any part of the environment of any toxic, poisonous, noxious, polluting or dangerous substance or thing (whether in the form of a solid, liquid, gas, particulate matter or vapour) which is:
 - i) outside normal prudent practice relating to the provision of the Services or the Work under the Contract; or
 - ii) contrary to the Contract or any applicable law; or
- b) any accident, fire, explosion or sudden uncontrolled event which is:
 - i) outside normal prudent practice relating to the provision of the Services or the Work under the Contract; or
 - ii) contrary to the Contract or any applicable law; and

“**Indemnified Party**” has the same meaning as defined in the Contract;

“**Loss**” has the same meaning as defined in the Contract;

“**Services**” or “**Work under the Contract**” means the services or work under the Contract that the Contractor is required to provide or perform pursuant to each current Contract between the Contractor and the Company under which the Contractor is authorised to occupy the Compound.

In this Licence, the singular includes the plural and the plural includes the singular.

2. LICENCE

2.1 Grant of Licence

The Company grants to the Contractor a licence to occupy the Compound on the terms and conditions set out in this Licence.

2.2 Scope of Licence

- a) Nothing contained in this Licence shall be construed as granting to the Contractor any interest in the land comprising the Compound, other than a licence to occupy the Compound under the terms and conditions set out in this Licence.

- b) The Licence does not confer exclusive possession of the Compound. The Company's personnel may enter the Compound at any time for any reasonable purpose.

3. ALLOCATION OF COMPOUND

3.1 Allocation

Subject to the requirements of the Contract the Company's Representative shall allocate the Compound to the Contractor. The Company's Representative shall inform the Contractor of the allocation and location of the Compound by notice in writing.

3.2 Re-allocation

The Company's Representative may change the size or location of the Compound allocated to the Contractor by giving the Contractor thirty (30) days notice in writing.

4. TERM AND TERMINATION

4.1 Term

Subject to the other provisions of this Licence and the Contract, the Licence shall:

- a) commence upon execution of this Licence by the Company and the Contractor; and the issuing of written notice by the Company's Representative, and
- b) cease upon the expiration or termination of the Contract.

4.2 Termination

Subject to the other provisions of the Contract:

- a) the Company may terminate the Licence by giving the Contractor thirty (30) days notice in writing; and
- b) the Contractor may terminate the Licence by giving the Company thirty (30) days notice in writing.

5. CONDITIONS OF LICENCE

5.1 Rental

In consideration for being granted the Licence, the Contractor shall pay to the Company the sum of AUD10.00 per year, on demand, during the currency of the Licence.

5.2 Use

- a) Subject to the other provisions of this Licence and the Contract the Contractor:
 - i) shall use the Compound solely for the purposes of the Contract; and
 - ii) (in particular) shall not use the Compound in connection with an offer or provision of services or goods to persons other than the Company or for any commercial purpose other than the purposes of the Contract.
- b) The Contractor may use the Compound for purposes other than the purposes of the Contract if the Contractor obtains the prior written consent of the Company to the proposed use.

5.3 Personnel and Sub-Contractors

The Contractor shall not allow any person other than its personnel, Subcontractors and Subcontractors' personnel to use the Compound. The Contractor shall ensure that all personnel, Subcontractors and Subcontractors' personnel comply with the terms of this Licence at all times while using the Compound.

5.4 No Obstruction, Disruption or Annoyance

While using the Compound, the Contractor shall not cause obstruction, disruption or annoyance to the Company, users of other compounds and other persons legitimately present in the area of the Compound.

5.5 **Maintain in Reasonable Condition**

- a) The Contractor shall maintain the Compound, the Company's Facilities and the Contractor Facilities in a reasonable condition to the satisfaction of the Company's Representative.
- b) Without limiting the generality of clause 5.5(a), the Contractor shall ensure that all vegetation and other combustible materials within the Compound are strictly controlled so as not to constitute or create a fire hazard.

5.6 **Storage of Materials**

- a) The Contractor shall not allow petroleum fuel or like substances to be stored within the Compound unless the Contractor obtains the prior written consent of the Company.
- b) The Contractor shall not allow explosives to be stored within the Compound. The Contractor shall ensure that all explosives are stored in magazines complying with statutory regulations and located within an approved site as designated by the Company's Representative.

5.7 **Contract obligations apply to Licence**

The Contractor acknowledges that it occupies and uses the Compound for the purposes of the Contract and that the provisions of the Contract (including provisions relating to Health, Safety and Site Risks) apply to all aspects of the use and occupation of the Compound by the Contractor, its Subcontractors and their personnel.

5.8 **Environmental Contamination and Remediation**

- a) In the event of any Environmental Contamination occurring that is associated with the use of the Compound and is due, directly or indirectly, to the actions of the Contractor, a Subcontractor or any of their personnel, then:
 - i) the Contractor must immediately notify the Company of the occurrence, nature and extent of the Environmental Contamination;
 - ii) the Contractor must immediately (unless otherwise directed by the Company) take all actions necessary to remedy and/or clean up the Environmental Contamination and return the affected areas to their state prior to the occurrence of the Environmental Contamination; and
 - iii) the Contractor must comply with the reasonable directions of the Company in respect of all such remedial actions.
- b) The Contractor agrees to defend, hold harmless and indemnify and keep indemnified the Indemnified Parties against any Loss (which, to avoid doubt, includes fines, penalties, orders and sanctions imposed under any applicable law) caused by or arising out of or in any way connected with the occurrence of any Environmental Contamination as referred to in Clause 5.8(a).

5.9 **Accommodation**

The Contractor shall not establish or allow to be established any living quarters or accommodation facilities, whether temporary or permanent, within the Compound.

6. **FACILITIES**

6.1 **Company Facilities**

- a) The Company shall arrange, conduct and supervise:
 - i) such initial earthworks as are necessary to ensure finished levels of the Compound are compatible with surrounding areas;
 - ii) the fencing of the Compound with three wire strands and 'star droppers' or otherwise to denote the boundaries of the Compound;
 - iii) the provision of a basic water supply to the Compound sufficient to satisfy health regulations;

- iv) the provision of a three phase, 415 volt electricity supply, protected by 32 amp high rupture capacity fuse links in a distribution board in each Compound;
- v) the provision of such other facilities and services as the Company deems necessary in its absolute discretion.
- b) The Company shall provide the Company Facilities free of charge.
- c) The Company may repair, replace or make other alterations to the Company Facilities whenever it is deemed necessary in the absolute discretion of the Company.

6.2 Contractor Facilities

- a) All Contractor Facilities shall (subject to this Clause) be provided, installed and maintained by the Contractor at the Contractor's risk and expense.
- b) If the Contractor requires any Contractor Facilities or wishes to make any alteration to the Compound including existing Contractor Facilities or Company Facilities, the Contractor shall submit to the Company's Representative for approval:
 - i) a written statement setting out the proposed Contractor Facilities or alteration; and
 - ii) drawings showing details of the proposed Contractor Facilities or alteration including proposed site layout, services, construction and structures;and the Contractor shall not commence the proposed Contractor Facilities or alteration until written approval is received from the Company's Representative.
- c) If the Contractor wishes to establish toilets at the Compound then, in addition to the other requirements of this Clause, the Contractor:
 - i) shall submit the details of the proposed septic tank installation and the septic tank connection to the Company's common effluent system to the relevant Authorities for approval and registration; and
 - ii) shall not commence work on the proposed toilets and septic tank facilities until receiving all required approvals and confirmations of registration from the relevant Authorities.
- d) The Contractor shall, subject to the other requirements of this Clause:
 - i) provide, install and maintain the necessary connections to the Company's distribution pillar;
 - ii) ensure all electrical installations comply with the Licensor's requirements under the "Santos SACB Technical Installation Rules" (contact Santos for copy) ;
 - iii) not make or allow a connection of a load of greater than 32 amps per phase (unless otherwise approved by the Company Representative in his or her absolute discretion)..For the avoidance of doubt, the Company's Representative may inspect any electrical installation at any time.
- e) The Contractor shall install or upgrade (whichever is required) and maintain security fencing to the Compound. The security fencing shall be constructed of 1800mm cyclone wire mesh and gates. To the extent that it is not already the Company's property, the any security fencing installed or upgraded by the Contractor will automatically become the property of the Company at no charge to the Company upon the Company giving a "Notice to Vacate" to the Contractor.

6.3 Facilities after Termination or Expiry of Licence

- a) Upon the termination or expiration of the Licence, the Contractor shall:
 - i) remove all Contractor Facilities from the Compound;
 - ii) remove such of the Company Facilities from the Compound as the Company's Representative directs in writing; and

- iii) conduct such restoration work to the Compound site (including the back-filling of any excavations) as is necessary to return the Compound to its condition immediately prior to the commencement of the Licence or as the Company's Representative otherwise directs in writing.
- b) The Contractor shall perform its obligations under Clause 6.3(a) within thirty (30) days from the earlier of:
 - i) the day on which the Contractor is given or gives notice of the termination of the Licence;
 - ii) the day on which the Contractor is given notice of the termination of the Contract; or
 - iii) the day on which the Licence otherwise expires.

7. INSURANCE

- a) In addition to any other insurances required under the Contract, the Contractor shall obtain and/or maintain at all times during the term of the Licence general property insurance (with a removal of debris extension) covering all facilities situated in the Compound.
- b) The general property insurance must be obtained and/or maintained upon the same terms and conditions as all other insurances that the Contractor is required to obtain and/or maintain under the Contract.

8. SECURITY AND LIABILITY

The security of the Compound and its contents are the responsibility of the Contractor. The Company shall not be liable for any Loss (whether involving persons, property, the Company Facilities, the Contractor Facilities, Contractor's equipment or otherwise) within the Compound or arising out of the Contractor's use of the Compound.

9. INDEMNITY

The Contractor shall defend, hold harmless and indemnify and keep indemnified the Company against any Loss caused by or arising out of or in any way connected with the Contractor's use of the Compound (excluding any costs for the Company's obligations under this Licence).

10. ASSIGNMENT

The Contractor shall not assign the Licence or any rights relating to the Licence unless the Contract is validly assigned or unless the Contractor obtains the prior written consent of the Company.

11. CHANGE OF TERMS & CONDITIONS

The Company may at any time and in its absolute discretion amend the Licence and any of the terms and conditions of this Licence by giving written notice to the Contractor.

12. MULTIPLE CONTRACTS

In the event that the Contractor occupies the Compound for the purposes of more than one Contract with the Company, then notwithstanding anything else in this Licence:

- a) any previous licences granted to the Contractor for the occupation of the Compound shall be terminated and cease to have effect from the date of commencement of this Licence;
 - b) the terms of this Licence shall govern the occupation of the Compound by the Contractor until:
 - i) the expiration or termination of all Contracts pursuant to which the Contractor occupies the Compound;
 - ii) the termination of this Licence in accordance with this Licence; or
 - iii) the replacement of this Licence with a new licence to occupy pursuant to a new Contract or by the agreement of the parties;
- (whichever occurs first).

- c) in the event of any inconsistency between the provisions of any current Contract between the Company and the Contractor relating to the Contractor's occupation and use of Compound, then the Contractor shall comply with the provisions of the Contract that are most rigorous in relation to the Contractor's occupation and use of the Compound to the extent of such inconsistency.

