

**NORTH WEST GAS  
DEVELOPMENT  
(WOODSIDE) AGREEMENT.**

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**No. 45 of 1985.**

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**AN ACT to amend the North West Gas Development (Woodside) Agreement Act 1979.**

*[Assented to 18 July 1985.]*

**BE** it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. (1) This Act may be cited as the *North West Gas Development (Woodside) Agreement Amendment Act 1985*. Short title and principal Act.

(2) In this Act the North West Gas Development (Woodside) Agreement Act 1979 is referred to as the principal Act. Act No. 104 of 1979.

No. 45.] *North West Gas Development* [1985.  
*(Woodside) Agreement.*

Commence-  
ment.

2. This Act shall come into operation on a day to be fixed by proclamation.

Section 2  
amended.

3. Section 2 of the principal Act is amended—

(a) by deleting “the Schedule to this Act” and substituting the following—

“ Schedule 1 ”;

(b) by deleting the full stop at the end of the section and substituting a semicolon; and

(c) by inserting at the end of the section the following definition—

“ “the Supplementary Agreement” means the agreement a copy of which is set out in Schedule 2. ”.

Section 4  
inserted.

4. After section 3 of the principal Act the following section is inserted—

Supplement-  
ary Agree-  
ment.

“ 4. (1) The Supplementary Agreement is ratified.

(2) The implementation of the Supplementary Agreement is authorized.

(3) Without limiting or otherwise affecting the application of the Government Agreements Act 1979, the Supplementary Agreement shall operate and take effect notwithstanding any other Act or law. ”.

Schedule  
amended.

5. The Schedule to the principal Act is amended by deleting the heading thereto and substituting the following heading—

“ SCHEDULE 1. ”.

6. After the Schedule to the principal Act the following Schedule is added— Schedule 2  
added.

SCHEDULE 2.

THIS AGREEMENT is made the 3rd day of July, 1985  
BETWEEN:

THE HONOURABLE BRIAN THOMAS BURKE, M.L.A.,  
Premier of the State of Western Australia, acting for and  
on behalf of the said State and its instrumentalities from  
time to time (hereinafter called "the State") of the one  
part and

WOODSIDE PETROLEUM DEVELOPMENT PTY. LTD. a  
company incorporated in Victoria and having its registered  
office at Level 40, 385 Bourke Street, Melbourne (hereinafter  
called "WPD"), WOODSIDE OIL LTD. a company  
incorporated in Victoria and having its registered office at  
Level 40, 385 Bourke Street, Melbourne (hereinafter called  
"Woodoil"), MID-EASTERN OIL LTD. a company  
incorporated in Victoria and having its registered office  
at Level 40, 385 Bourke Street, Melbourne (hereinafter called  
"Mid-Eastern"), SHELL DEVELOPMENT (AUSTRALIA)  
PROPRIETARY LIMITED a company incorporated in  
Queensland and having its principal offices in Victoria at  
155 William Street, Melbourne (hereinafter called "SDA"),  
BHP PETROLEUM PTY. LTD. (formerly called Hematite  
Petroleum Pty. Ltd.) a company incorporated in Victoria and  
having its registered office at 140 William Street, Melbourne  
(hereinafter called "BHP Petroleum"), BP DEVELOPMENTS  
AUSTRALIA LTD. a company registered in Western Australia  
as a foreign company and having its registered office in that  
State at 1 Mount Street, Perth (hereinafter called  
"BPDAL") and CALIFORNIA ASIATIC OIL COMPANY a  
company registered in Western Australia as a foreign  
company having its registered office in that State care of  
Messrs. Jackson MacDonald and Co., 6 Sherwood Court,  
Perth (hereinafter called "Calasiatic") of the other part.

WHEREAS:

- (a) the State of the one part entered into an agreement  
(hereinafter called "the 1979 Agreement") dated 27th  
November, 1979 with WPD, Woodside, Mid-Eastern,  
North West Shelf Development Pty. Ltd., BP Petroleum  
Development Australia Proprietary Limited and  
Calasiatic of the other part (which agreement was  
ratified by and is scheduled to the North West Gas  
Development (Woodside) Agreement Act, 1979);

No. 45.] *North West Gas Development* [1985.  
*(Woodside) Agreement.*

- (b) by Deed of Assignment dated 20th January, 1981 North West Shelf Development Pty. Ltd. assigned to SDA and BHP Petroleum in equal shares the whole of its right title interest and obligations in and under the 1979 Agreement with effect on and from 29th September, 1980;
- (c) by endorsement dated 21st January, 1981 to the said Deed of Assignment North West Shelf Development Pty. Ltd. was discharged and released with effect on and from 29th September, 1980 from all its obligations undertakings duties and liabilities arising out of the 1979 Agreement;
- (d) by an agreement (hereinafter called "the 1982 Agreement") dated 15th September, 1982 between the parties hereto (other than BPDAL) and BP Petroleum Development Australia Proprietary Limited entered into pursuant to the provisions of Clause 27 of the 1979 Agreement, the 1979 Agreement was varied in certain respects;
- (e) the 1979 Agreement as varied by the 1982 Agreement is hereinafter referred to as "the Principal Agreement";
- (f) by Deed of Assignment dated 15th September, 1983 BP Petroleum Development Australia Proprietary Limited assigned to BPDAL the whole of its right title and interest in and under the Principal Agreement with effect from that date;
- (g) by Deed dated 4th May, 1984 BP Petroleum Development Australia Proprietary Limited was released and discharged with effect from 15th September, 1983 from all liabilities and obligations arising under the Principal Agreement;
- (h) in the light of a restructuring by the Joint Venturers of the overall project to enable it to be conducted in two ventures with different ownership of the ventures the parties hereto desire to vary the Principal Agreement in the manner hereinafter set out.

NOW THIS AGREEMENT WITNESSETH:

1. Subject to the context the words and expressions used in this Agreement have the same meanings respectively as they have in and for the purpose of the Principal Agreement.

1985.] *North West Gas Development* [No. 45.  
*(Woodside) Agreement.*

2. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act prior to 31st July, 1985.
3. The provisions of this Agreement other than this Clause and Clause 2 shall not come into operation until the Bill referred to in Clause 2 has been passed by the Parliament of Western Australia and comes into operation as an Act.
4. The Principal Agreement is hereby varied as follows:
  - (1) By deleting in the statement of the names and addresses of the parties at the commencement of the Principal Agreement the following—

“(hereinafter collectively called “the Joint Venturers” in which term shall be included their respective successors and permitted assigns and appointees)”.
  - (2) Clause 1—
    - (a) in the definition of “associated company”, by adding after “the Netherlands” the following—

“Japan”;
    - (b) in the definition of “Joint Ventures’ workforce”, by deleting “the Joint Venturers’ activities” and substituting the following—

“the activities of the Joint Venturers or any of them”;
    - (c) in the definition of “onshore facilities”, by inserting after “treatment plant” the following—

“the port facilities”;
    - (d) in the definition of “treatment plant”, by inserting after “this Agreement” the following—

“and which will include facilities for the Domgas Venture, facilities for the LNG Venture and facilities common to both Ventures as identified in proposals submitted by the Joint Venturers under this Agreement”;

No. 45.] *North West Gas Development* [1985.  
*(Woodside) Agreement.*

(e) by inserting, in their appropriate alphabetical positions, the following definitions—

“BHP Petroleum” means BHP Petroleum Pty. Ltd. a company incorporated in Victoria;

“BPDAL” means BP Developments Australia Ltd. a company registered in Western Australia as a foreign company;

“Calasiatic” means California Asiatic Oil Company a company registered in Western Australia as a foreign company;

“Common Property” means—

(i) the onshore facilities use of which is shared by the Domgas Joint Venturers and the LNG Joint Venturers; and

(ii) those rights, conferred by this Agreement (including rights in or under any lease, licence, easement, grant or other title or right granted hereunder), which are vested in or exercisable by both the Domgas Joint Venturers and the LNG Joint Venturers in connection with each of the Domgas Venture and the LNG Venture;

“Domgas Joint Venturers” means the following, each holding the initial percentage interest in the Domgas Venture set opposite its name—

WPD	16-2/3%
Woodoil	25%
Mid-Eastern	8-1/3%
SDA	8-1/3%
BHP Petroleum	8-1/3%
BPDAL	16-2/3%
Calasiatic	16-2/3%

(as may be varied or adjusted from time to time pursuant to Clause 26) and their respective successors, permitted assigns and appointees;

“Domgas Property” means—

- (i) the onshore facilities which are exclusively owned by the Domgas Joint Venturers and the use of which is vested exclusively in the Domgas Joint Venturers; and
- (ii) those rights, conferred by this Agreement (including rights in or under any lease, licence, easement, grant or other title or right granted hereunder) which are vested exclusively in or exercisable exclusively by the Domgas Joint Venturers in connection with the Domgas Venture;

“Domgas Venture” means the construction of Domgas Property the subject of approved proposals and the use of Domgas Property and Common Property by the Domgas Joint Venturers;

“Joint Venturers” means both the Domgas Joint Venturers and the LNG Joint Venturers unless the context otherwise requires;

“LNG Joint Venturers” means the following, each holding the initial percentage interest in the LNG Venture set opposite its name—

WPD	16-2/3%
Woodoil	25%
Mid-Eastern	8-1/3%
SDA	8-1/3%
BHP Petroleum	8-1/3%
BPDAL	16-2/3%
Calasiatic	16-2/3%

(as may be varied or adjusted from time to time pursuant to Clause 26) and their respective successors, permitted assigns and appointees;

“LNG Property” means—

- (i) the onshore facilities which are exclusively owned by the LNG Joint Venturers and the use of which is vested exclusively in the LNG Joint Venturers; and
- (ii) those rights, conferred by this Agreement (including rights in or under any lease, licence, easement, grant or other

title or right granted hereunder) which are vested exclusively in or exercisable exclusively by the LNG Joint Venturers in connection with the LNG Venture;

“LNG Venture” means the construction of LNG Property the subject of approved proposals and the use of LNG Property and Common Property by the LNG Joint Venturers;

“Mid-Eastern” means Mid-Eastern Oil Ltd. a company incorporated in Victoria;

“SDA” means Shell Development (Australia) Proprietary Limited a company incorporated in Queensland;

“Ventures” means the Domgas Venture and the LNG Venture and “Venture” means each of the Domgas Venture and the LNG Venture individually;

“Woodoil” means Woodside Oil Ltd. a company incorporated in Victoria;

“WPD” means Woodside Petroleum Development Pty. Ltd. a company incorporated in Victoria.”.

(3) Clause 7 subclause (4)—

by inserting in paragraph (a) after “liquefied natural gas” the following—

“liquefied petroleum gas”.

(4) By inserting after Clause 10 the following clause—

“10A. (1) In respect of all proposals approved hereunder prior to the 4th July, 1985 the Joint Venturers shall submit to the Minister within 60 days of that date proposals to vary such approved proposals so as to identify responsibility for implementation and identify each matter addressed therein and any right conferred by this Agreement in relation thereto as forming part of one or more of—

(i) Common Property;

(ii) Domgas Property; or

(iii) LNG Property,

and in the case of Common Property defining the extent of the rights to use, and the rights to ownership attaching to each such matter and right (expressed as a percentage or otherwise as the Minister may require) and in the case of each of Common Property, Domgas Property and LNG Property defining the rights, responsibilities and obligations attaching thereto or arising in respect thereof whether under the approved proposals or this Agreement and where any such rights, responsibilities or obligations are not exclusive to any such Property defining the extent to which (expressed as a percentage or otherwise as the Minister may require) the same relate to such Property and where the responsibility for the implementation thereof is with both the Domgas Joint Venturers and the LNG Joint Venturers designating the extent of that responsibility between them. The provisions of Clause 7 and Clause 8 (other than subclauses (5) and (7)) where applicable shall *mutatis mutandis* apply to proposals submitted pursuant to this subclause. The Domgas Joint Venturers and/or the LNG Joint Venturers as the case may require shall implement the decision of the Minister or an award made on an arbitration as the case may be in accordance with the terms thereof.

(2) Any proposals submitted to the Minister pursuant to the terms of this Agreement on or after the 4th July, 1985 (other than pursuant to subclause (1) of this Clause) or submitted prior to that date but not approved by that date shall be so expressed as to identify responsibility for implementation and identify each matter addressed therein and any right conferred by this Agreement in relation thereto as forming part of one or more of—

(i) Common Property;

(ii) Domgas Property; or

(iii) LNG Property,

and in the case of Common Property defining the extent of the rights to use, and the rights to ownership attaching to each such matter and right (expressed as a percentage or otherwise as the Minister may require) and in the case of each of Common Property, Domgas Property and LNG Property defining the rights, responsibilities and obligations attaching thereto or arising in respect thereof whether under the approved proposals or this Agreement and where any such rights, responsibilities or obligations are not exclusive to any such Property defining the extent to which (expressed as a percentage or otherwise as the Minister may require) the same relate to such Property and where the responsibility for the implementation thereof is with both the Domgas Joint Venturers and the LNG Joint Venturers designating the extent of that responsibility between them.

(3) The responsibility for the implementation of approved proposals shall rest with the Joint Venturers of the Venture to which the approved proposals relate or, if an approved proposal or part thereof relates to both Ventures, responsibility for implementation shall rest with the LNG Joint Venturers and the Domgas Joint Venturers in the proportions set forth in the relevant approved proposal.”.

(5) Clause 13—

by deleting subclause (12) and substituting the following—

“(12) The Joint Venturers for or in connection with their use of the port shall pay such port charges dues levies and other imposts as are payable pursuant to the legislation applicable to the port authority or regulations made thereunder.”.

(6) Clause 19 subclause (1)—

by deleting “grant to the Joint Venturers” and substituting the following—

“grant to the Domgas Joint Venturers or the LNG Joint Venturers or both of them as the case may require”.

(7) Clause 26—

by deleting Clause 26 and substituting the following clause—

“26. (1) Subject to the provisions of this Clause a Domgas Joint Venturer may at any time—

(a) assign or otherwise dispose of (whether by sale, dilution or otherwise) or mortgage charge or sublet to each other or to an associated company as of right, or to any other company or person with the consent of the Minister (which consent shall not be unreasonably withheld) the whole or any part of its rights hereunder to Domgas Property and Common Property; and

(b) appoint as of right an associated company or with the consent of the Minister any other company or person to exercise all or any of the powers functions and authorities which are or may be conferred on that Domgas Joint Venturer in common with the other Domgas Joint Venturers hereunder;

subject however in the case of an assignment subletting or other disposition (whether by sale, dilution or otherwise) or appointment to the assignee sublessee disponee or appointee (as the case may be) executing in favour of the State (unless the Minister otherwise determines) a deed of covenant in a form to be approved by the Minister to comply with observe and perform the provisions hereof on the part of the Domgas Joint Venturers to be complied with observed or performed to the extent of the interest in the Domgas Property and the Common

Property so assigned sublet or disposed of or the subject of the appointment having regard to the matter or matters the subject of such assignment subletting disposition or appointment. Each such deed of covenant shall express the proportionate percentages of each Domgas Joint Venturer in the Domgas Venture immediately prior to and on completion of the assignment subletting disposition or appointment as the case may be.

- (2) Notwithstanding anything contained or anything done under or pursuant to subclause (1) of this Clause the Domgas Joint Venturers shall at all times during the currency of this Agreement be and remain liable for the due and punctual performance and observance of all the covenants and agreements on their part contained herein in so far as they relate to Domgas Property or Common Property or to the Domgas Venture (including any lease licence easement grant or other title the subject of an assignment subletting disposition or appointment under subclause (1) of this Clause) PROVIDED THAT the Minister shall release the Domgas Joint Venturer so assigning or disposing of Domgas Property and Common Property to the extent of the proportionate interest therein so assigned or disposed of where he considers such release will not be contrary to the interests of the State.
- (3) Any assignment subletting or other disposition (whether by sale, dilution or otherwise) or appointment effected pursuant to subclause (1) of this Clause by a Domgas Joint Venturer shall not take effect (unless the Minister is satisfied that such assignment subletting or other disposition or appointment will not affect the rights of the State Energy Commission or the performance of the obligations of the assignor sublessor disponsor or appointor under the relevant agreement referred to in paragraph (a) of this subclause) until—
  - (a) that Domgas Joint Venturer has assigned sublet or otherwise made over to the assignee sublessee

disponee or appointee (as the case may be) a corresponding right title and interest in any agreement for the supply of natural gas to the State Energy Commission to which that Domgas Joint Venturer may then be a party; and

- (b) the assignee sublessee disponee or appointee (as the case may be) has executed in favour of the State Energy Commission the deed of covenant required by the relevant agreement to comply with observe and perform the provisions of such agreement for the supply of natural gas to which it may then be a party.
- (4) Subject to the provisions of this Clause an LNG Joint Venturer may at any time—
- (a) assign or otherwise dispose of (whether by sale, dilution or otherwise) or mortgage charge or sublet to each other or to an associated company as of right, or to any other company or person with the consent of the Minister (which consent shall not be unreasonably withheld) the whole or any part of its rights hereunder to LNG Property and Common Property; and
  - (b) appoint as of right an associated company or with the consent of the Minister any other company or person to exercise all or any of the powers functions and authorities which are or may be conferred on that LNG Joint Venturer in common with the other LNG Joint Venturers hereunder;

subject however in the case of an assignment subletting or other disposition (whether by sale, dilution or otherwise) or appointment to the assignee, sublessee, disponee or appointee (as the case may be) executing in favour of the State (unless the Minister otherwise determines) a deed of covenant in a form to be approved by the Minister to comply with, observe and perform the provisions

hereof on the part of the LNG Joint Venturers to be complied with observed or performed to the extent of the interest in the LNG Property and the Common Property so assigned sublet or disposed of or the subject of the appointment having regard to the matter or matters the subject of such assignment subletting disposition or appointment. Each such deed of covenant shall express the proportionate percentages of each LNG Joint Venturer in the LNG Venture immediately prior to and on completion of the assignment subletting disposition or appointment as the case may be.

- (5) Notwithstanding anything contained or anything done under or pursuant to subclause (4) of this Clause the LNG Joint Venturers shall at all times during the currency of this Agreement be and remain liable for the due and punctual performance and observance of all the covenants and agreements on their part contained herein in so far as they relate to LNG Property or Common Property or to the LNG Venture (including any lease licence easement grant or other title the subject of an assignment subletting disposition or appointment under subclause (4) of this Clause) PROVIDED THAT the Minister shall release the LNG Joint Venturer so assigning or disposing of LNG Property and Common Property to the extent of the proportionate interest therein so assigned or disposed of where he considers such release will not be contrary to the interests of the State.”.

(8) Clause 30—

by deleting Clause 30 and substituting the following clause—

“30. (1) In any of the following events namely if—

- (a) (i) the Domgas Joint Venturers make default which the State considers material in the due performance or observance of

any of the covenants or obligations to the State herein relating to the Domgas Venture or in any lease licence easement grant or other title or document relating to the Domgas Venture granted or assigned under this Agreement on their part to be performed or observed; or

- (ii) the Domgas Joint Venturers abandon or repudiate their operations under this Agreement

and such default is not remedied or such operations resumed within a period of 180 days after notice is given by the State as provided in subclause (2) of this Clause or, if the default (or the materiality thereof) or abandonment is referred to arbitration, then within the period mentioned in subclause (3) of this Clause; or

- (b) the Domgas Joint Venturers or any of them go into liquidation (other than a voluntary liquidation for the purpose of reconstruction) and unless within 3 months from the date of such liquidation the interest of that Domgas Joint Venturer is assigned to another Domgas Joint Venturer or to an assignee approved by the Minister pursuant to Clause 26

the State may by notice to the Domgas Joint Venturers determine this Agreement to the extent only that it relates to Domgas Property and the interest of Domgas Joint Venturers in Common Property.

(1A) In any of the following events namely if—

- (a) (i) the LNG Joint Venturers make default which the State considers material in the due performance or observance of any of the covenants or obligations to the State herein relating to the LNG Venture or in any lease licence easement grant or other title or document relating to the LNG

Venture granted or assigned under this Agreement on their part to be performed or observed; or

- (ii) the LNG Joint Venturers abandon or repudiate their operations under this Agreement

and such default is not remedied or such operations resumed within a period of 180 days after notice is given by the State as provided in subclause (2) of this Clause or, if the default (or the materiality thereof) or abandonment is referred to arbitration, then within the period mentioned in subclause (3A) of this Clause; or

- (b) the LNG Joint Venturers or any of them go into liquidation (other than a voluntary liquidation for the purpose of reconstruction) and unless within 3 months from the date of such liquidation the interest of that LNG Joint Venturer is assigned to another LNG Joint Venturer or to an assignee approved by the Minister pursuant to Clause 26

the State may by notice to the LNG Joint Venturers determine this Agreement to the extent only that it relates to LNG Property and the interest of LNG Joint Venturers in Common Property.

- (2) The notice to be given by the State in terms of subclause (1) or subclause (1A) of this Clause shall specify the nature of the default or other ground so entitling the State to exercise such right of determination and where appropriate and known to the State the party or parties responsible therefor and shall be given to the Domgas Joint Venturers or the LNG Joint Venturers (as the case may be) with a copy to the other of them and all such assignees mortgagees chargees and disponees for the time being (as the case may be) of the Domgas Joint Venturers' or the LNG Joint Venturers' said rights to or in favour of whom or by whom an assignment mortgage charge or disposition has been effected in terms

of Clause 26 whose name and address for service of notice has previously been notified to the State by the Domgas Joint Venturers or the LNG Joint Venturers (as the case may be) or any such assignee mortgagee chargee or disponent.

- (3) (a) If the Domgas Joint Venturers contest the alleged default abandonment or repudiation referred to in paragraphs (a) and (b) of subclause (1) of this Clause the Domgas Joint Venturers shall within 60 days after notice given by the State as provided in subclause (2) of this Clause refer the matter in dispute to arbitration.
  - (b) The Domgas Joint Venturers shall comply with the arbitration award within a reasonable time to be fixed by the arbitration award PROVIDED THAT if the question is decided against the Domgas Joint Venturers and the arbitrator finds that there was a bona fide dispute and that the Domgas Joint Venturers were not dilatory in pursuing the arbitration, the time for compliance with the arbitration award shall not be less than 90 days from the date of such award.
- (3A) (a) If the LNG Joint Venturers contest the alleged default abandonment or repudiation referred to in paragraphs (a) and (b) of subclause (1A) of this Clause the LNG Joint Venturers shall within 60 days after notice given by the State as provided in subclause (2) of this Clause refer the matter in dispute to arbitration.
  - (b) The LNG Joint Venturers shall comply with the arbitration award within a reasonable time to be fixed by the arbitration award PROVIDED THAT if the question is decided against the LNG Joint Venturers and the arbitrator finds that there was a bona fide dispute and that the LNG Joint Venturers were not dilatory in pursuing the arbitration, the time for compliance with the arbitration award shall not be less than 90 days from the date of such award.

- (4) If the default referred to in subclause (1) of this Clause shall not have been remedied after receipt of the notice referred to in subclause (1) of this Clause or within the time fixed by the arbitration award as aforesaid the State instead of determining this Agreement to the extent only that it relates to Domgas Property and the interest of the Domgas Joint Venturers in Common Property as aforesaid because of such default may itself remedy such default or cause the same to be remedied (for which purpose the State by agents workmen or otherwise shall have full power to enter upon lands occupied by the Domgas Joint Venturers and to make use of all plant machinery equipment and installations thereon to the extent that the Domgas Joint Venturers are or were entitled to use that plant machinery equipment and installations) and the actual costs and expenses incurred by the State in remedying or causing to be remedied such default shall be a debt payable by the Domgas Joint Venturers to the State on demand.
- (4A) If the default referred to in subclause (1A) of this Clause shall not have been remedied after receipt of the notice referred to in subclause (1A) of this Clause or within the time fixed by the arbitration award as aforesaid the State instead of determining this Agreement to the extent only that it relates to LNG Property and the interest of LNG Joint Venturers in Common Property as aforesaid because of such default may itself remedy such default or cause the same to be remedied (for which purpose the State by agents workmen or otherwise shall have full power to enter upon lands occupied by the LNG Joint Venturers and to make use of all plant machinery equipment and installations to the extent that the LNG Joint Venturers are or were entitled to use that plant machinery equipment and installations) and the actual costs and expenses incurred thereon by the State in remedying or causing to be remedied such default shall be a debt payable by the LNG Joint Venturers to the State on demand.

- (5) Notwithstanding the provisions of this Clause, the determination by the State Energy Commission of any agreement for the supply of natural gas between the Domgas Joint Venturers or any of them and the State Energy Commission, by reason of the established default of the Domgas Joint Venturers or any of them under such agreement, shall be deemed to be a breach of this Agreement relating to the Domgas Venture entitling the State to determine this Agreement to the extent only that it relates to Domgas Property and the interest of the Domgas Joint Venturers in Common Property forthwith by notice to the Domgas Joint Venturers. The State shall cause a copy of such notice to be served upon the LNG Joint Venturers and all such assignees mortgages chargees and disponees for the time being of the Domgas Joint Venturers' said rights to or in favour of whom or by whom an assignment mortgage charge or disposition has been effected in terms of Clause 26 whose name and address for service of notice has previously been notified to the State by the Domgas Joint Venturers or any such assignee mortgagee chargee or disponee.
- (6) Subject to the provisions of Clause 31, the determination of this Agreement to the extent only that it relates to the Domgas Venture shall not prejudice the rights or obligations of the State and the LNG Joint Venturers in relation to the LNG Venture and the determination of this Agreement to the extent only that it relates to the LNG Venture shall not prejudice the rights or obligations of the State and the Domgas Joint Venturers in relation to the Domgas Venture."
- (9) Clause 31—
- (a) subclause (1)—
- by deleting subclause (1) and substituting the following subclauses—
- "(1) On cessation or determination of this Agreement in relation to the Domgas Venture only—
- (a) except as otherwise agreed by the Minister and subject to subclause (4) of this Clause the rights of the

Domgas Joint Venturers to in or under this Agreement relating to the Domgas Venture and the rights of the Domgas Joint Venturers or of any assignee of theirs or any mortgagee to Domgas Property or Common Property shall thereupon cease and determine but without prejudice to the liability of either of the parties hereto in respect of any antecedent breach or default under this Agreement relating to the Domgas Venture or in respect of any indemnity given hereunder relating to the Domgas Venture;

- (b) the Domgas Joint Venturers shall forthwith pay to the State all moneys which may then have become payable or accrued due and which relate to the Domgas Venture;
  - (c) the Domgas Joint Venturers shall pay to the relevant body referred to in subclause (12) of Clause 13, subclause (3) of Clause 16, subclause (6) of Clause 17 and subclause (2) of Clause 18, such amounts as will enable the relevant body to repay any unpaid special borrowings which relate to the Domgas Venture together with interest thereon and any other charges in accordance with the terms thereof which would otherwise have been recouped by the relevant body by way of charges and which relate to the Domgas Venture;
  - (d) save as aforesaid and as otherwise provided in this Agreement neither of the parties hereto shall have any claim against the other of them with respect to any matter or thing in or arising out of this Agreement relating to the Domgas Venture.
- (1A) On cessation or determination of this Agreement in relation to the LNG Venture only—
- (a) except as otherwise agreed by the Minister and subject to subclause (4A) of this Clause the rights of the

LNG Joint Venturers to in or under this Agreement relating to the LNG Venture and the rights of the LNG Joint Venturers or of any assignee of theirs or any mortgagee to LNG Property or Common Property shall thereupon cease and determine but without prejudice to the liability of either of the parties hereto in respect of any antecedent breach or default under this Agreement relating to the LNG Venture or in respect of any indemnity given hereunder relating to the LNG Venture;

- (b) the LNG Joint Venturers shall forthwith pay to the State all moneys which may then have become payable or accrued due and which relate to the LNG Venture;
- (c) the LNG Joint Venturers shall pay to the relevant body referred to in subclause (12) of Clause 13, subclause (3) of Clause 16, subclause (6) of Clause 17 and subclause (2) of Clause 18, such amounts as will enable the relevant body to repay any unpaid special borrowings which relate to the LNG Venture together with interest thereon and any other charges in accordance with the terms thereof which would otherwise have been recouped by the relevant body by way of charges and which relate to the LNG Venture;
- (d) save as aforesaid and as otherwise provided in this Agreement neither of the parties hereto shall have any claim against the other of them with respect to any matter or thing in or arising out of this Agreement relating to the LNG Venture.”;

(b) subclause 2—

by inserting after “this Agreement” the following—

“in its entirety”;

(c) subclause 3—

by inserting after “this Agreement” the following—

“in its entirety”;

(d) by inserting after subclause (3) the following subclauses—

“(4) Subject to the provisions of subclauses (5) and (6) of this Clause upon the cessation or determination of this Agreement to the extent that it relates to the Domgas Venture only, except as otherwise determined by the Minister all Domgas Property shall become and remain the absolute property of the State without the payment of any compensation or consideration to the Domgas Joint Venturers or any other party and freed and discharged from all mortgages and other encumbrances and the Domgas Joint Venturers shall do and execute all such deeds documents and other acts matters and things (including surrenders) as the State may reasonably require to give effect to the provisions of this subclause.

(4A) Subject to the provisions of subclauses (5A) and (6A) of this Clause upon the cessation or determination of this Agreement to the extent that it relates to the LNG Venture only, except as otherwise determined by the Minister all LNG Property shall become and remain the absolute property of the State without the payment of any compensation or consideration to the LNG Joint Venturers or any other party and freed and discharged from all mortgages and other encumbrances and the LNG Joint Venturers shall do and execute all such deeds documents and other acts, matters and things (including surrenders) as the State may reasonably require to give effect to the provisions of this subclause.

(5) In the event of the Domgas Joint Venturers immediately prior to the cessation or determination of this Agreement to the extent that it relates to the

Domgas Venture only or subsequently thereto desiring to remove any of the fixed or movable plant and equipment forming part of Domgas Property or any part thereof from any part of the land occupied by them at the date of such cessation or determination the Domgas Joint Venturers shall give to the State notice of such desire and thereby shall grant to the State the right or option exercisable within 3 months thereafter to purchase in situ such fixed or movable plant and equipment or any part thereof at a fair valuation to be agreed between the parties or failing agreement determined by arbitration hereunder.

(5A) In the event of the LNG Joint Venturers immediately prior to the cessation or determination of this Agreement to the extent that it relates to the LNG Venture only or subsequently thereto desiring to remove any of the fixed or movable plant and equipment forming part of LNG Property or any part thereof from any part of the land occupied by them at the date of such cessation or determination the LNG Joint Venturers shall give to the State notice of such desire and thereby shall grant to the State the right or option exercisable within 3 months thereafter to purchase in situ such fixed or movable plant and equipment or any part thereof at a fair valuation to be agreed between the parties or failing agreement determined by arbitration hereunder.

(6) Upon determination of this Agreement to the extent that it relates to the Domgas Venture, the interest of the Domgas Joint Venturers in Common Property (in this subclause referred to as "Domgas Common Property") shall thereupon vest in the LNG Joint Venturers and all obligations and liabilities of the Domgas Joint Venturers under or imposed pursuant to this Agreement to the extent that they relate to Domgas Common Property shall be assumed by the LNG Joint Venturers subject to the LNG Joint Venturers granting to the State or its nominee such rights to the use of Domgas Common Property as

would enable the State or its nominee to receive and process sufficient natural gas to meet the requirements for consumption within the State subject to the quantity and rates of withdrawal priorities expressed in Clause 44A, the State or its nominee paying a reasonable share of the operating costs of the Common Property (relative to the respective uses thereof by the State or its nominee and the LNG Joint Venturers) as agreed from time to time between the LNG Joint Venturers and the Minister or failing agreement as determined by arbitration hereunder.

- (6A) Upon determination of this Agreement to the extent that it relates to the LNG Venture, the interest of the LNG Joint Venturers in Common Property (in this subclause referred to as "LNG Common Property") shall thereupon vest in the Domgas Joint Venturers and all obligations and liabilities of the LNG Joint Venturers under or imposed pursuant to this Agreement to the extent that they relate to LNG Common Property shall be assumed by the Domgas Joint Venturers subject to the Domgas Joint Venturers granting to the State or its nominee such rights to the use of LNG Common Property as would enable the State or its nominee to receive and process sufficient natural gas to operate the LNG Property subject to the quantity and rates of withdrawal priorities expressed in Clause 44A, the State or its nominee paying a reasonable share of the operating costs of the Common Property (relative to the respective uses thereof by the State or its nominee and the Domgas Joint Venturers) as agreed from time to time between the Domgas Joint Venturers and the Minister or failing agreement as determined by arbitration hereunder."

(10) Clause 34—

by deleting Clause 34 and substituting the following clause—

- "34. (1) Unless the parties otherwise agree the Domgas Joint Venturers shall indemnify and keep indemnified the State and

its servants agents and contractors in respect of all actions suits claims demands or costs of third parties arising out of or in connection with any work carried out by or on behalf of the Domgas Joint Venturers pursuant to this Agreement in relation to the Domgas Venture or arising out of or in connection with the construction maintenance or use by the Domgas Joint Venturers or their servants agents contractors or assignees of Domgas Property and Common Property, PROVIDED THAT subject to the provisions of any other relevant Act such indemnity shall not apply in circumstances where the State, its servants, agents, or contractors are negligent in carrying out work for the Domgas Joint Venturers in relation to the Domgas Venture, Domgas Property or Common Property pursuant to this Agreement.

- (2) Unless the parties otherwise agree the LNG Joint Venturers shall indemnify and keep indemnified the State and its servants agents and contractors in respect of all actions suits claims demands or costs of third parties arising out of or in connection with any work carried out by or on behalf of the LNG Joint Venturers pursuant to this Agreement in relation to the LNG Venture or arising out of or in connection with the construction maintenance or use by the LNG Joint Venturers or their servants agents contractors or assignees of LNG Property and Common Property, PROVIDED THAT subject to the provisions of any other relevant Act such indemnity shall not apply in circumstances where the State, its servants, agents, or contractors are negligent in carrying out work for the LNG Joint Venturers in relation to the LNG Venture, LNG Property or Common Property pursuant to this Agreement.”.

(11) Clause 37 subclause (1)—

by deleting paragraph (f) and substituting the following paragraph—

“(f) any agreement or instrument relating to the

No. 45.] *North West Gas Development* [1985.  
(*Woodside*) *Agreement.*

sale of natural gas to which the State Energy Commission is a party, including without limiting the generality thereof—

- (i) each of the heads of agreement dated 3rd July, 1985 between the respective Domgas Joint Venturers and the State Energy Commission;
- (ii) the deed of amendment, incremental gas pricing agreement and Pilbara purchase agreement to be executed pursuant to each such heads of agreement; and
- (iii) any purchase notice given pursuant to any such Pilbara purchase agreement”.

(12) Clause 40—

by deleting Clause 40 and substituting the following clause—

“40. (a) The liability of the Domgas Joint Venturers under this Agreement shall be separate from the liability of the LNG Joint Venturers under this Agreement and vice versa.

(b) In respect of each of the Domgas Venture and the LNG Venture the liability to the State of the Domgas Joint Venturers and the LNG Joint Venturers respectively shall be separate and shall be limited to the percentage proportion set opposite its name in Clause 1 as adjusted or varied consequent upon any assignment disposition or appointment pursuant to Clause 26 and any release granted by the Minister pursuant to that Clause.

(c) Where a liability under this Agreement relates to both Ventures the extent of the liability of the Domgas Joint Venturers and the LNG Joint Venturers respectively to the State shall be in accordance with the proportions as set forth in the relevant approved proposal.”.

(13) Clause 42—

(a) by deleting “the Joint Venturers” and substituting the following—

“the Domgas Joint Venturers”;

1985.] *North West Gas Development* [No. 45.  
*(Woodside) Agreement.*

- (b) by deleting "pursuant to" and substituting the following—

"subject to";

- (c) by deleting paragraph (a) and substituting the following paragraph—

"(a) to market gas in the Pilbara to major industrial customers whose annual average consumption exceeds 1.1 million megajoules per day in circumstances where the total demand for gas in the Pilbara exceeds the quantities available to the State Energy Commission under such gas agreements for use in the Pilbara;"

- (14) Clause 44—

by deleting "the Joint Venturers" and substituting the following—

"the Domgas Joint Venturers".

- (15) By inserting after Clause 44 the following clause—

"44A. The Joint Venturers shall at all times during the term of this Agreement and any extensions thereof so exercise the rights conferred upon or vested in them by this Agreement and shall so operate or make use of all onshore facilities so as to ensure the priorities and rates of withdrawal provided for or to be agreed or determined pursuant to Articles V and VII of separate agreements made 30th September, 1980 as amended to 4th July, 1985 between certain of the Joint Venturers and the State Energy Commission are observed."

- (16) Clause 46—

by deleting Clause 46 and substituting the following clause—

"46. (1) Subject to the provisions of Clause 30 and this Clause, this Agreement shall expire on 31st December, 2025.

No. 45.] *North West Gas Development* [1985.  
*(Woodside) Agreement.*

- (1a) The Joint Venturers shall keep the Minister informed of their intended arrangements for the utilisation of natural gas processed through the onshore facilities during the years 2010 through 2025 and before entering into any arrangements for the sale, use, supply or export of such natural gas during those years the Joint Venturers and the Minister shall consult and reach agreement on the requirements in the State and the manner in which they will be met during those years having regard to requirements for natural gas which the Joint Venturers could make available on arms length commercial terms.
- (2) The Domgas Joint Venturers or, if permitted by the Minister the LNG Joint Venturers or both the Domgas Joint Venturers and the LNG Joint Venturers may, provided they are not in default of their obligations under this Agreement, give notice to the Minister not later than 30th September, 2025, of—
- (a) their desire to have the provisions of this Agreement extended for such period not exceeding 21 years as may be nominated in such notice; and
- (b) their arrangements for utilisation of natural gas during such period.
- (3) The Minister may, if he agrees with the arrangements of the Domgas Joint Venturers or the LNG Joint Venturers or both of them under paragraph (b) of subclause (2) of this Clause, extend the term of this Agreement so far as it relates to the Venture or Ventures the subject of such arrangements accordingly.”.
5. If prior to the date on which the Bill referred to in Clause 2 to ratify this Agreement is passed as an Act stamp duty has been assessed and paid on any instrument or other document referred to in Clause 37 of the Principal Agreement (as amended by this Agreement) the State when such a Bill is passed as an Act shall on demand refund any stamp duty paid on any such instrument or other document to the person who paid the same.

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore mentioned.

SIGNED by the said  
THE HONOURABLE BRIAN  
THOMAS BURKE, M.L.A. }  
in the presence of: } BRIAN BURKE.  
JULIAN GRILL,  
Minister for Transport. }

THE COMMON SEAL of  
WOODSIDE PETROLEUM  
DEVELOPMENT PTY. LTD. }  
was hereunto affixed by } [C.S.]  
authority of the Board }  
of Directors in the }  
presence of: } D. C. K. ALLEN. M. F. POLLARD.  
Director Secretary

THE COMMON SEAL of  
WOODSIDE OIL LTD. }  
was hereunto affixed by } [C.S.]  
authority of the Board }  
of Directors in the }  
presence of: } D. C. K. ALLEN. M. F. POLLARD.  
Director Secretary

THE COMMON SEAL of  
MID-EASTERN OIL LTD. }  
was hereunto affixed by } [C.S.]  
authority of the Board }  
of Directors in the }  
presence of: } D. C. K. ALLEN. M. F. POLLARD.  
Director Secretary

