Landholders’ time across the life of the agreement;

Reasonable legal costs;

Landholder time
Time spent by landholders to negotiate agreements with gas companies initially, as well as for variations and ongoing liaison during the term of the agreement

Professional fees
Legal fees Property valuation fees

AGL agrees a reasonable payment with landholders for their time, with a value for year 1 and for each subsequent year of the agreement. Payments are based on the estimated number of hours spent by the landholder (depending on the complexity of the agreement and the proposed work program) and a dollar per hour value for their time based on average wages.

Depending on the landholder’s preference, AGL will either: Pay a one off contribution in a lump sum towards the anticipated expenses from negotiating and executing the agreement, including legal fees; or
Pay directly to the landholder’s solicitor reasonable legal costs associated with the negotiation and execution of the agreement.
In some cases, AGL will also pay for other specialist services, such as property valuation fees. AGL considers that the payment of professional fees should be capped at a reasonable level to ensure that legal firms and other service providers negotiate fees in good faith.

Landholder time and professional fees
AGL supports compensating landholders for their time spent negotiating agreements with gas companies, and this reflects AGL’s practice. However consistent with the recommendations of the Walker Review and amendments to the Petroleum (Onshore) Act 1991, compensation should be capped at a reasonable level.
Within the spreadsheet model, the example provided is that 150 hours would be spent negotiating the initial agreement. This is well above the typical range. Our experience is that negotiating an agreement would typically take around 60 hours.
AGL also agrees that CSG companies should cover reasonable costs for landholders to obtain independent, professional advice in relation to the agreement (such as for legal, valuation, and accounting fees). However, AGL also considers that the payment of professional fees should be capped at a reasonable level to ensure that legal firms and other service providers negotiate fees in good faith.
AGL does not consider that it is reasonable for the IPART spreadsheet model to nominate an example
value for these fees, as they can vary significantly between agreements (depending on the services required and the level of complexity). We also recommend that the model does not include these fees as ‘compensation’ in year one of the agreement, as they are typically directly funded by the CSG company (rather than paid for by the landholder and subsequently reimbursed).

While we recognise that the default values included in the spreadsheet model are intended as examples or placeholders (to be replaced by the ‘real’ figures for the landholder), they may well set an expectation about what is a ‘normal’ value for each input field. We therefore recommend that these values not be included as part of the spreadsheet model as it does not form part of the landowners compensation.

Instead, the benchmark should refer to the fact that the companies are responsible for the reasonable fees for the professional advice associated with negotiating the agreement.

Reference 1 - 6.07% Coverage

Origin agrees with the finding that it is important for landholders to seek professional advice as negotiations for land access are often complex. As required under Queensland law, Origin currently compensates landholders for their legal, accounting and valuation costs that are reasonably and necessarily incurred in the negotiation of access arrangements. Origin, however, supports the Tribunal’s original view (in its Issues Paper) that fees should be paid up to a cap. It is Origin’s experience that professional fees associated with land access negotiations vary widely and that in some cases, work undertaken by a landholder’s professional advisor may not have been necessary in managing risk or achieving a better outcome for their client. The quantum of legal costs is commonly the most difficult issue to resolve, and often prolongs land access negotiations without any obvious benefit to the landholders. A fee-cap or a schedule of fees would assist in ensuring that landholders receive timely, cost-effective advice that leads to the best possible outcome for landholders.

Reference 1 - 1.16% Coverage

Landholder Time

The review suggests that landholder time should be paid for on the basis of the average number of hours spent multiplied by an ‘appropriate rate’ (Section 5.5.1).

The SKM review of Queensland landholder compensation in 2010 found companies in Queensland often compensated for time to facilitate negotiations on a case-by-case basis. It also found that setting generic rates would be problematic. Payment for landholder time should not be opened up to generic rates.

The Narrabri Gas Project currently publishes generic rates on its website including a ‘fee for service’. This arrangement was a commercial decision by Santos and ‘fee for service’ applies to negotiations with NSW landholders only.

Reference 1 - 0.81% Coverage

If the landholder’s time is recognised and compensated in legislation it should be capped and only paid if the negotiation is successful and the time spent reasonable. At present Santos does not pay explicitly for the land holder time, but rather pays a lump sum Service Fee as set out in the Working with Landholder Fact Sheet (attached).

Reference 2 - 1.38% Coverage

Santos supports payment of reasonable legal costs. The Santos ‘Working with Landholder’s’ factsheet
states that the company pays reasonable legal costs. Should this recommendation be legislated, the payments should be capped and providers regulated, unless by mutual consent. There is experience in Queensland where legal fees exceeded payments to landholders and of non-qualified or unlicensed individuals or entities providing services such as valuations. This led to landholders being out of pocket due to being misled over the professional qualifications of their advisors.

References

Costs of entering into an access arrangement

In 2014, Bret Walker SC reviewed the land access arbitration framework under the Mining Act 1992 and the Petroleum (Onshore) Act 1991. The NSW Government endorsed all of the Walker review’s 32 recommendations, which were informed by targeted stakeholder consultation. While the focus of the review is on the dispute resolution aspects of land access arrangements, it also makes several recommendations about landholder compensation (see recommendations 25, 26, 27 and 28). Recommendation 25 of the Walker review proposed that explorers be required to pay landholder costs relating to the negotiation and arbitration of land access arrangements, up to a capped amount, including the cost of time spent, legal costs and expert advice.

The Government Response to the Walker review committed to engage an independent expert to set reasonable and efficient cost and fee structures and caps, informed by further consultation with stakeholders. It is anticipated these requirements will be reflected in legislation in 2015.

References

Contamination issues, the unwillingness of the landholder to permit CSG operations on his land, the time and cost to the landholder of fighting the intrusion of CSG in general and on his land in particular

The NSW government should provide all the legal aid needed by property owners to contest compensation because they granted the PELs and they are being paid royalties, compensation should reflect the legal costs that may be incurred by the property owner.

Provide us with access to legal representation.

Include the time and expertise of landholders involved in dealing with government organizations, negotiating fairer outcomes from CSG development, fighting the intrusion of CSG into our community, ALL “reasonable legal costs”, costs fighting CSG “acquisition”

Also the time spent by the impacted landholder dealing with ALL issues with regards CSG

Must include legal, valuation and environmental assessment fees.
Reference 1 - 1.10% Coverage

Independent expert advice is required on matters of a legal, environmental and commercial nature should be available to community groups and individual landholders to promote free, open and constructive landholder representation.

Reference 1 - 2.44% Coverage

Lost time dealing with all the issues that a co-existing enterprise which industrialises your previously rural landscape entails including; dealing with legal negotiations, timeline pressures for important decisions, bullying, adjudicating staff whose background and intentions you do not know who are wandering on your land etc.

Reference 1 - 3.11% Coverage

Inconveniences of maintenance, legal professional costs of researching and implementing agreements and taxation enquiries should be compensated for. Total actual costs should be claimable for the initial agreement and other costs claimable annually eg. Costs of time and legal aid for ensuring accountability of the company or negotiating secondary stages of a development according to the agreement/s. Disturbance compensation could be supported by a tabled schedule of events- likely disturbance- daily or weekly cost of compensation. To be agreed upon by both parties. For example this would likely minimise incidents where a company pulls down a fence and leaves it down for years without any concern for a landholders’ ability to manage a farm without strategic fencing in working order.

Reference 1 - 3.37% Coverage

Legal & Professional Payments

All legal and professional advice that a landholder has to undertake in dealing with the company should be at the company's expense. The time that the land owner has to allocate to checking on the companies infrastructure should also be part of a package the more wells the more checking is needed. This payment should not be less than the senior station hand award wages.

Reference 1 - 0.58% Coverage

I am unsure of what is meant by “passing through costs” however, at 109 the NSW Petroleum [Onshore] Act 1991 makes provision for “disturbance like” items in (a) by damage to the surface of land, and damage to the crops, trees, grasses or other vegetation on land, or damage to buildings and improvements on land, being damage which has been caused by or which may arise from prospecting or petroleum mining operations, and (e) by destruction or loss of, or injury to, or disturbance of, or interference with, stock on land, and (f) by damage consequential on any matter referred to in paragraphs (a)–(e).

These items appear to provide a wide right to general damages including compensation for broken fences and gates and dead stock. However, the overriding principle of compensation is to adequately compensate dispossessed owners for any loss that has been suffered (Fricke 1982, 206).

Reference 2 - 0.74% Coverage

The problem is the NSW Petroleum (Onshore) Act 1991 at 69D (2A) appears to limit compensation for
professional costs to “the reasonable legal costs of the landholder in obtaining initial advice about the
making of the arrangement.” The Australian Law Reform Commission 1980, 122 (10.2.2) suggested
that compensation should encompass “economic losses which result naturally, reasonably and directly
from acquisition” and in the context of CSG landholder’s might incur a range of costs. These might
comprise: ☐ Legal fees; ☐ Valuation fees; ☐ Survey costs (to assess and confirm areas occupied); ☐
Accounting costs; ☐ Fees to farming advisers.
Moreover, landholders would be entitled to payment for their own time in negotiating and supervising
access (see discussion in Australian Gaslight Company v O’Grady & Burrell, 1986). Some farm
operations (for example harvest) might be disrupted by CSG, and this may lead to loss. Accordingly,
legal definitions of the entitlement need to be specified with care. Adoption of the compensation
provisions of the NSW Land Acquisition (Just Terms Compensation) Act 1991 might facilitate this
task.

Reference 3 - 0.25% Coverage

Compensation for the first year includes recompense for the larger areas occupied during
establishment plus a larger allowance for loss of amenity (disturbance and injurious affection)
ocasioned during construction. Annual rent would be paid in advance. Rent for successive years
would be based upon the smaller area of operational wells (with due allowance for extra areas for
maintenance).

Reference 4 - 0.07% Coverage

Disturbance items (fees and physical damages) would be payable in the year in which they were
incurred.

Reference 1 - 1.84% Coverage

Agreements largely depend on how good a negotiator a person is compared to a highly resourced
highly skilled Multinational Company this is not a level playing field

Reference 2 - 1.75% Coverage

People should of course be compensated for damage done: we know CSG does a lot of damage – it
introduces weeds, interrupts businesses, and even family life.

Reference 1 - 1.35% Coverage

Of course, landholders’ who choose to host CSG operations should be compensated for the damage
to their property, their business and their lifestyle. However, one landholder coming to a satisfactory
financial compensation agreement for them, at the expense of the wider community, is not proof that
the system is fair and just. Why should a handful of strategically selected landholders’ condemn the
rest of this region to a future that is ultimately unviable for life and for agriculture? Once our land, water
and the biodiversity on which our very lives depend is destroyed, no amount of money will save us.

Reference 1 - 0.24% Coverage

Provide expert advice and legal assistance to landholders at no cost to them.
Unfortunately the disposal of contaminated produced water is a major stumbling block for the CSG industry. AGL has had its Gloucester produced water, which is contaminated by BTEX chemicals in addition to the usual salt and heavy minerals and the like, rejected by two treatment plants to date. In addition the EPA has rejected the continuation of a trial conducted by AGL to spray the contaminated water onto pasture saying it is unsustainable. Accordingly AGL is now seeking to store produced water on site.

This adds to the risk of the landholders land, and indeed adjoining landholders land, and needs to be taken into account when assessing compensation.

The permanent impacts could include: scars on the land after the removal of infrastructure; salination of the land, or neighbouring land, from the spillage of produced water (many examples of this have occurred); loss of or contamination of groundwater, aquifers, fresh water tables and waterways; buried pipes; loss of well integrity.

Proposed approaches are agreed with, including all professional costs, provision for damages, and remediation, in accordance with contractual arrangements. Insurance and/or Special fund for the latter contingencies may be appropriate.

Compensation needs to also consider the loss of accreditation programs such as organic certification, EU registration, heritage or arts recognised projects and/or programs. These should be compensated based on the costs of obtaining/ beginning certification/program and the loss of income, land value or prestige over the long term, as a result of losing the accreditations/programs.

Capped Fees What is the capped amount of refund for professional fees, legal fees and time to prepare and enforce access agreements? The Guidelines need to be sure that time for enforcement is counted for over the lifespan of the infrastructure. There also needs to be compensation for legal fees and time spent in ensuring ongoing maintenance beyond the lifespan of the industry such as gas wells that have been capped and abandoned.

IPART has indicated within the draft report that landholders will ‘likely’ need professional advice. We would encourage IPART to word this main theme more strongly. Through our involvement on the Petroleum Access Group, we would suggest that all members recognise the importance of seeking (at
a minimum) legal advice when drafting a land access agreement. We recognise that in some cases the professional advice sought will be minimal, in line with the 'one size fits all' not universally applying across the board. That being said, the position of the Walker Review and recent legislation passed in the NSW Parliament recognises the importance of seeking professional advice. Given the widespread support for these initiatives we would encourage IPART to take a clearer and stronger stance on the importance of landholders seeking professional advice.

Reference 1 - 0.51% Coverage

• Costs for landholders time taken to develop the access agreement
• Exploration company to pay for reasonable legal costs in forming the access agreement
• Exploration company to cover costs of any independent expert advice which the landholder requires e.g. for the development of baseline assessment data

Reference 2 - 0.44% Coverage

Require compensation for any loss suffered as a result of the title holder’s activity o Damage to surface land, crops, trees, grasses, other vegetation o Loss of overland flow as a consequence of infrastructure development o Damage to buildings, structures, works

Reference 3 - 0.18% Coverage

o Destruction, loss of, injury to or disturbance of stock o Any damage as a consequence of any of the above

Reference 4 - 0.34% Coverage

• Compensation for any unexpected loss or damage; and
• Compensation may also be required for farm workers residing on the property, share farmers, other parties holding agistment rights over the land.

Reference 5 - 1.52% Coverage

CA is involved in the Petroleum Access Group along which is chaired by Jock Laurie. Previous provisions to the Petroleum (Onshore) Bill 2013 have been attempted in relation to amendments to landholder compensation for reasonable legal costs during the initial phase developing a land access agreement. These failed to be passed through to legislation, meaning that landholders are only granted compensation for reasonable legal assistance at the request of the affected individual. CA is strongly supportive of legislative provisions that foster the development of land access arrangements that are fair, equitable and provide compensation for growers in recognition of the impact of CSG operations. However we would recommend that any such provisions would need to be well constructed and require the garnering of support from the Government in order to ensure that these pass through as legislative amendments.

Reference 6 - 2.01% Coverage

Given the high degree of variability in compensation payments for severance and injurious affection we consider that professional advice would be required at a minimum to assign financial figures. We therefore suggest that development of benchmark payments may not be the most suitable approach. Cotton Australia again would like to indicate its support for meetings to be held in regional areas including Moree and Narrabri who are dealing with gas companies to allow for further feedback on a suitable approach for determination of guidance on compensation for petroleum exploration and development.

We are highly supportive of passing through costs to the titleholder including: • Legal costs incurred by the landholder in development of a land access agreement • Costs associated with obtaining professional advice for the development of compensation payments for impacts such as severance and injurious affection
• Time costs incurred by the landholder both in development and the ongoing commitments arising as a result of the land access agreement. We suggest that these passing through costs should be made as an upfront payment to prevent barriers to landholders obtaining this professional advice.

The proposed approach is supported by APPEA and we note that companies are already required to remediate damage to land or property to a standard at least as good as its original condition as part of the title conditions.

As noted above, APPEA supports alignment with the Queensland heads of compensation, however these do not include a requirement to pay for landholder time.

Notably, the most recent review of the Queensland land access and compensation regime explicitly considered and rejected an expansion of the heads of compensation to include landholder time5. That review noted:

■ No other jurisdiction provides in legislation for compensating landholders for the time they spend negotiating a land access agreement.

■ Most resource authority holders indicated they are already providing some voluntary compensation for landholder negotiation time – however, this is often not made clear to the landholder as part of the CCA negotiation process.

■ Legislating without clear guidelines on what is ‘reasonable and necessary landholder negotiation time’ may create similar issues to those affecting reasonable and necessary professional service adviser costs, including exacerbating the uncertainty around what is reasonable and necessary.

In 2014, the NSW Government requested Mr Bret Walker SC to review the arbitration arrangements for landholder compensation in NSW. Mr Walker recommended the Petroleum (Onshore) Act 1991 be amended to provide that a landholder is entitled as part of the negotiation and arbitration of an access arrangement to have the following costs paid by an explorer:

■ Their time spent negotiating and arbitrating the access arrangement up to a capped amount;

■ Their legal costs up to a capped amount; and

■ Costs of any experts the landholders engage as part of this negotiation and arbitration process up to a capped amount6.

APPEA supports the payment of reasonable costs associated with land access negotiation and arbitration. However, the industry’s experience is that if such costs are not capped the result is such costs will increase significantly and become unpredictable with no benefit to the landholder. We therefore strongly support the above noted recommendation by Mr Walker.

Loss due to disturbance
NSW Farmers supports the inclusion of loss due to disturbance, although submits that it would be difficult to set a benchmark rate for some of the examples given by IPART in the Issues Paper. Physical damage to the landholder’s property, the landholder’s time in engaging with the gas company on the access agreement, lost production, and legal and professional fees, are all matters which may fluctuate throughout the negotiation, exploration and potentially production phases. They are also considerations that could be picked up in other policy controls, for example, the Code of Practice for Land Access, currently being developed by the Land and Water Commissioner and representative groups. The most recent version of the Code to endure
Submission on Gas exploration and production compensation rates public consultation contained the mandatory provision for inclusion in access agreements that the company pay the reasonable legal fees of the landholder in negotiating the agreement. NSW Farmers’ position is that these costs should be borne by the company although NSW Farmers is not convinced that benchmark compensation rates issues by IPART is the most appropriate place to do this. In the example of legal costs, the regulation of the legal profession fees would be a more suitable forum to discuss the appropriateness or otherwise of particular amounts, and likewise for accountant fees, technical experts etc.

Whilst NSW Farmers strongly supports compensation for these items, we warn against setting a benchmark amount for ‘disturbance’ as a whole, as the amount as to what disturbance will occur will vary, and in any case, our preference is that it is required to be paid by the company through a more certain means, i.e. amendment of the Petroleum (Onshore) Act 1991. The concern here is that the companies will use this amount as a ‘catch-all’ believing they have covered off on disturbances in a wider context, when these encumbrances may over the life of the project, actually result in a much larger extent.

NSW Farmers recommends that loss due to disturbance is included in compensation, however, setting benchmark rates for disturbance generally would not necessarily be of use for particular disturbances such as legal or professional fees, and presents a risk that companies will seek to cover off on a lot of considerations when in reality, each disturbance should be taken on its own merits.

NSW Farmers recommendation 5: That compensation for disturbance is made mandatory through changes to the Act, and benchmark rates for disturbance are divided into distinct elements

Reference 1 - 0.09% Coverage

39 Disturbance includes the fees that landholders incur to get professional advice, payment for their time dealing with the gas company and the costs of rectifying any damage, for example, damage to stock, crops or property.

Reference 2 - 0.22% Coverage

MR WATSON: I wonder what IPART’s view is on the whole monitoring process that landholders need to undertake. As 40 farmers, we certainly don’t want to turn into policemen or 41 people who then have to spend their whole time monitoring. I live next door to the Maules Creek mine and the Boggabri 43 goldmine. I see their security guards on duty pretty well 44 24/7. I guess, as a landholder, I don’t want to have to undertake that task and I don’t necessarily want to pay someone to come in and monitor someone who is driving on my property to monitor what their business is.

Reference 3 - 0.49% Coverage

What’s IPART’s view on that? Are you pricing that out as a dollar per hour rate for the farmer - and most farmers would undervalue their time - or are you pricing it out as a contract rate to pay a professional to go and monitor it?

6 Ultimately, farmers don’t want to be policemen. We want to be able to do what we want to do for work on our property. We don’t want to spend hours of our time monitoring another business, which will pretty well be enforced on us. If 10 this process continues the way it is going, it is going to be enforced on us. We will be the ones who will have to enforce the rules that are put in place by the government to allow these projects to go ahead. The same thing happened with coalmining and it looks as if it will happen with gas. The question is: how do you value landholders’ time as policemen? 17 18 MR SMITH: The compensation model includes an entry for the amount of time you spent both upfront signing the agreement and then on an ongoing basis managing the 21 agreement or doing monitoring, as you call it.

22 23 You can put in a value for your own time. We are not going to value your time for you. You could put in an estimate of your own value of your time or what it would cost you to get someone else to do it
MR PICKARD: Further to the case for compensation to 37 neighbours, have you visited the Pilliga State Forest and 38 seen the spills on Bohena 2, Bohena 7 and the Bibblewindi 39 water treatment facility? I trust you have, particularly 40 at the Bibblewindi water treatment facility as it’s well 41 documented. It occurred in the days of Eastern Star Gas 42 and there are some people in this room today who knew all 43 about it and hid the facts from the New South Wales 44 government and the regulator. That there bears out the 45 case that we have in trying to prove that anything has 46 happened.

This spill was caused by, according to the records, 2 10,000 litres of water. Now, according to government 3 records, the spill only occupied a 50 by 50 metre area 4 between the dam and the bank, particularly at pond number 5 2, and a half-acre site outside the area in the state 6 forest. It has now been mapped out and we find out that 7 half-acre site has grown to be almost two hectares in size. 8 9 An amount of that water was recovered, at least 50 per 10 cent of that water was recovered. So 5,000 litres of water 11 killed - and I will use the word "killed - two hectares of 12 ground. So what compensation is being worked out for the 13 neighbour if this happens, or for the landholder? How long 14 will it take? Santos has been working on this since 2012 15 trying to fix it up. The spill at Bohena 2 occurred in 16 2002 and it’s still all dead out there. So, okay, what 17 compensation are you going to recommend to the government 18 by this review to cover this damage to a person’s property? 19 20 The Office of Coal Seam Gas told Santos, “Throw water 21 at it. Dilute it.” They did that and it grew. In their 22 own property at the Bibblewindi water treatment facility, 23 Santos dug the dirt up. They were supposed to do it 24 outside too, however financial constraints stopped them. 25 That soil - that contaminated soil - was used somewhere 26 else. Santos has now put new soil there and covered it 27 with blue metal. Now, for two years, they exposed that 28 area to the clay barrier underneath and virtually nothing grew. So, please, hear our pleas about sensible and 30 intelligent compensation and set a proper benchmark, not a 31 benchmark model but a proper benchmark that is legally 32 enforceable. Thank you.

8 THE CHAIRMAN: I’ll leave that for Santos, but in general 9 if you’re negotiating an arrangement with a gas company and 10 you’re concerned about whether you would be held 11 responsible if something that the gas company did ended up 12 impacting you, that’s an issue which can go into your 13 contract with the gas company. I will now ask Santos 14 whether they would like to add to that. 15 16 MS MOODY: David, the farm management plan that Armon 17 referred to is part of our agreement. There is a land access 18 agreement, then we have the services agreement and we do 19 a farm management plan, so that farm management plan 20 basically is the risk assessment. We sit down with the 21 landholder. We identify the activities that we are doing and the risks associated with that including things like 23 providing a list of the number of staff who will be going 24 onto the site and what the type of chemicals we will have 25 onsite. So it is all of those types of things, plus also 26 what licences we hold and what the conditions of those 27 licences are. It also gives the landholder the opportunity 28 to identify the activities that we need to be aware of, 29 such as when they are mustering, shearing, 30 and their crop 30 times, et cetera. So as part of that farm management plan 31 that is documented in that.

Let me reassure you that if there is significant road 37 maintenance to be done on an area utilised by Santos, 38 Santos actually does that work. It is not landholder 39
responsibility. It is just the day-to-day basic maintenance. If we drove over a road after rain, or whatever, it is our obligation to repair that, which we do.

Reference 8 - 0.28% Coverage

MR WATSON: Thanks, Mr Chairman, and thanks, Annie. I think it has probably been mentioned a few times today that this is not strictly an agreement with Santos. We certainly appreciate the efforts that Santos makes to develop the process, but ultimately we may not be dealing with Santos. We may be dealing with the company that picks up Santos or perhaps another one decides to go in or it is in a different area where Santos is not operating. We appreciate that and that is the concern. We are trying to negotiate better outcomes for an industry where we have concerns about its risks and concerns about the risks to our survival as farmers.

MR QUINCE: This is in reply to Annie Moody. I'm afraid that is quite inappropriate for Santos to be doing the water testing. I'm talking about completely independent - I stress "independent" - water testing so that the landholder can go and obviously contract an independent water tester and then send the bill to Santos and they will reimburse them for that amount.

Reference 9 - 0.12% Coverage

MS MULLER: I wanted to have it put on public record why it was thought that IPART would take the position that compensation costs or the costs of developing up a land access agreement were to be done under reasonable costs as opposed to capped costs which had been recommended by Bret Walker? I think part of it was our opinion is that if you have a cap, it's difficult to get the cap at the right level. There are concerns on both sides. Some don't want the cap to be too low, others don't want the cap to be too high, so using the word "reasonable" is about trying to get it at the right level so that all parties have their say and that it is a fair process.

Reference 1 - 0.46% Coverage

We understand there is a lot of concern from landholders that they are the small party against a big gas company. That is why we have recommended that they do get professional advice so that they can be armed with the right sort of information in their negotiations.

Reference 2 - 0.17% Coverage

MR GALWAY: Isn't the argument that we are supposed to be paying reasonable costs? MS TOWERS: Yes, and to that extent - MR GALWAY: So therefore it should not be included as the compensation. The company has to pay reasonable costs for professional services, therefore, the first-year payment should not include an amount of money that the landowner won't actually receive.

Reference 3 - 0.43% Coverage

MR HARMSTORF: The figures we have put in here in the blue boxes are reasonable figures that
you might expect to see 5 in the real world. They will not be accurate for any 6 individual but they are all reasonable figures. I would probably disagree that it is misleading, but it is a fair point that, for extra clarity, it might be worth pointing out that this is not money in your pocket; it is money you get to pay someone else. Thank you, that is a good suggestion.

Reference 5 - 0.15% Coverage

MR GALWAY: What I am saying is that it is misleading. It is misleading to a landowner. They don't actually ever see that money, because it is an outgoing cost. It should just be - just work it out - that the company is responsible for reasonable costs.

Reference 6 - 0.28% Coverage

MR GALWAY: I understand, but $40,000 is quite an excessive figure, I might add, and it's also misleading. I would disagree that $40,000 is excessive, so I will just put that on record. I don't think that that is excessive at all. Legal costs and expert valuations are very expensive and timely to do. I used to work in consultancy companies that would do valuations. It would be quite expensive - about 15 grand just for the valuation.

Reference 7 - 0.03% Coverage

I notice you have $50 an hour there. When we were looking at the land access system in Queensland, there was a document that was not even government policy, but it had $50 an hour in there, which got leaked to the papers. There was sort of instant outrage: "I'm worth more than $50. How dare you." At the same time, there are some people who don't earn $50 an hour, so how do you deal with that?