1994

THE PARLIAMENT OF THE COMMONWEALTH OF AUSTRALIA

HOUSE OF REPRESENTATIVES

MOOMBA-SYDNEY PIPELINE SYSTEM SALE BILL 1994

SUPPLEMENTARY EXPLANATORY MEMORANDUM

Amendments and New Clauses to be Moved on Behalf of the Government

**(Circulated by the authority of the Minister for Finance,
the Hon Kim C Beazley, MP)**

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MOOMBA-SYDNEY PIPELINE SYSTEM SALE BILL 1994

TABLE OF CONTENTS

PART 9 - MISCELLANEOUS

MOOMBA-SYDNEY PIPELINE SYSTEM SALE BILL 1994

OUTLINE

The Explanatory Memorandum to the Moomba-Sydney Pipeline System Sale Bill 1994 ('the Sale Bill') noted that amendments would be introduced to cover the operations of the Pipeline Authority post-sale, the wind-down of its operations, and the repeal of the *Pipeline Authority Act 1973*. It also noted that the deferral of the Interstate Gas Pipelines Bill 1993 meant that an alternative access regime would be needed. The Bill was deferred in favour of the development by the Council of Australian Governments of an alternative package of measures for the gas industry.

The amendment therefore principally embodies a regulatory regime which would specifically govern the post-sale operation of the Moomba-Sydney Pipeline System ('the Pipeline'). The regime, which forms Part 6 of the Sale Bill, is intended to facilitate open access to the Pipeline and reflects the thrust of the Interstate Gas Pipelines Bill. It also incorporates measures to meet the concerns of the Trade Practices Commission (TPC) under section 50 of the Trade Practices Act about the possible implications of AGL holding a controlling interest in the Pipeline. Institution of a comprehensive regulatory regime will fulfil a central requirement of the sale that potential buyers be provided with certainty as to the rules which are to apply under private ownership. This is one of the key issues a prospective buyer of the Pipeline would wish to consider before making an offer.

Part 6 of the Sale Bill incorporates four key objectives:

- the owners of the Pipeline will be obliged to provide access on negotiated commercial terms and conditions, subject to Pipeline capacity being available, with the TPC to arbitrate, where required, when negotiations over access break down;
- the owners of the Pipeline will be required to maintain and provide separate accounting and separate management control of gas transmission pipeline operations and be required to provide financial statements and other information on an annual basis and as requested, to the Prices Surveillance Authority to enable the PSA to monitor haulage charges;
- the owner of the Pipeline will be required to publish haulage charges with underlying terms and conditions, to any person on demand; and
- any pricing behaviour or anticompetitive behaviour that may breach provisions of the *Trade Practices Act 1974* will be matters for the TPC to investigate.

The TPC, a person seeking access or a party to an arbitration may seek an injunction or other orders from the Federal Court to enforce the provisions of the Bill.

The amendment to the Sale Bill includes several other parts. Part 5 provides flexibility for staff to transfer to the new pipeline company (illustratively referred to as 'Newco') after the sale day, if necessary arrangements cannot be completed beforehand. Parts 7 establishes the framework within which the Pipeline Authority will operate post-sale. It is intended that the Authority would continue operating primarily to commence construction of the ethane pipeline project on behalf of a privately-owned entity. Part 8 provides for the abolition of the Authority and the repeal of its Act, following completion of its role in relation to the ethane pipeline (if the project proceeds).

In addition, the amendment incorporates changes to the existing Sale Bill. The provisions relating to the transfer of staff have been strengthened and clarified to ensure a smooth transition, and alterations have been made to institute the necessary legal underpinning to enable third party access to the Moomba-Sydney Pipeline System easement corridor. Additional clauses will ensure that the new pipeline company is able to operate on a commercial basis post-sale by ending any rights of veto over the future disposition of the Pipeline, should the Government be unable to reach a negotiated agreement. In addition, provision is made for the Minister for Finance to make an appropriation of up to $6.5m to meet obligations under the sale agreement to provide initial working capital for Newco and to fund transferring liabilities relating to accrued staff leave entitlements.

FINANCIAL IMPACT STATEMENT

The Explanatory Memorandum to the existing Sale Bill outlined the key financial impacts on the Commonwealth Public Account of the sale of the Pipeline. The Government expects gross sale proceeds in the order of $510-550 million, to be reflected in the Budget outcome this fiscal year should the sale be completed as scheduled on 30 June 1994. In return for relinquishing a range of contractual rights AGL will receive compensation of $30m. Payments covering Newco's initial working capital requirements and transferring staff liabilities are expected to be largely recovered in higher sale proceeds. The Sale Bill will impact on industry by creating the environment for increased competition in the gas market, through the statutory requirements for the Pipeline operator to provide information on haulage charges and underlying terms and conditions, and to provide open access to the Pipeline.

Definition of Terms

"Authority"		means the Pipeline Authority
"PSA"	:	means the Prices Surveillance Authority
"TPC"	:	means the Trade Practices Commission
"Tribunal"	:	means the Trade Practices Tribunal.

MOOMBA-SYDNEY PIPELINE SYSTEM SALE BILL 1994
(Amendments to be moved on behalf of the Government)

NOTES ON CLAUSES

(1) This inserts new definitions in clause 3 of the Moomba-Sydney Pipeline System Sale Bill. The definition of "award" clarifies the terms and conditions of employment referenced by Clauses 8 and 9, which are those capable of being transmitted by the existing Enterprise Bargaining Agreement. Non-award terms and conditions based in Commonwealth legislation could not be transmitted, and Clause 10 provides scope for new arrangements to take effect from sale day. The definition of "post-sale transferee" has been included as a basis for the new Part 5, which provides flexibility for Authority employees to transfer to Newco after the sale of the Pipeline. The definition of "staff transfer agreement" is included for the purposes of clauses 31, 55 and 61. It is intended that the agreement would specify the mechanism for resolving whether a Newco job offer carries broadly equivalent terms and conditions of employment, should an Authority employee not consent to be employed by Newco or revoke consent on the grounds that the job offer is not broadly equivalent. It is envisaged that an independently-chaired tripartite panel would consider and make recommendations on an employee's case against agreed equivalence criteria.

(2) This inserts subclause (2) to clause 5 to provide that this Act does not permit the Crown to be prosecuted for an offence. Clause 5 binds the Crown. Without a specific provision the Act would not normally bind the Commonwealth, a State Government or the Australian Capital Territory or the Northern Territory.

(3) This omits the words "determination or agreement" in subclause 8(2)(b). This change, when read in conjunction with the new definition for "award" included in clause 3, ensures that the terms and conditions of employment referenced are those capable of being transmitted in the existing Enterprise Bargaining Agreement.

(4) This omits the words ", award, determination or agreement" in subclause 9(1) and substitutes "or award". This change, when read in conjunction with the new definition for "award" included in clause 3, ensures that the terms and conditions of employment referenced are those capable of being transmitted in the existing Enterprise Bargaining Agreement.

(5) This substitution is to clarify the intent of subclause 9(3).

(6) This omits subclause 16(3) as drafted and substitutes new text which in relation to the MSP easement corridor provides that the Commonwealth and Newco jointly or separately can construct, maintain or operate pipelines owned by each of them or other persons, and can grant a licence or permit to a third party to construct, maintain or operate pipelines owned by any person on the easement corridor.

(7) This omits subclause 18(2) as drafted and substitutes new text which provides that an instrument referred to in subclause 18(1) has the effect as if an easement in favour of the Authority or Pacenco were an easement in favour of the Commonwealth to construct, maintain or operate its own pipelines or to grant a licence or permit to a third party to construct, maintain or operate pipelines owned by that party or any other person.

(8) This inserts new clause 26A **Ending certain rights that restrict the transfer of the Moomba-Sydney pipeline system,** which provides for the extinguishment of any veto rights over the future disposition of the Pipeline.

(9) This substitutes a revised paragraph (b) to subclause 30(1) **Compensation for acquisition of property**. The amendment clarifies the intention that compensation, as agreed, or [if no agreement can be reached] as determined by a court, is payable by the Commonwealth if the operation of any provision of Part 2 would otherwise be invalid because it purported to make an acquisition of property on other than 'just terms' [cf Constitution section 51(xxxi)].

(10) This deletes words "and 'just terms' have the same respective meanings" and inserts "has the same meaning" to subclause 30(3). This is a consequential amendment to the change to subclause 30(1)(b) and gives the words 'acquisition of property' the same meaning as in section 51(xxxi) of the Constitution.

(11) This omits existing subclauses 31(2) and 31(3) and inserts replacement and additional subclauses. In summary, with these changes clause 31 provides that an employee is taken to have resigned if he or she did not accept an offer of employment from Newco or revoked consent to an offer, unless he or she believes that the offer is not broadly equivalent to existing terms and conditions of employment. The date of resignation is to be determined by an authorised person, and any determination is to be made available to the staff member as soon as practicable. The question of whether the offer is broadly equivalent is to be determined in accordance with the staff transfer agreement (see definitions). Should it be determined that the offer is not broadly equivalent, Newco may make a second offer. If the offer is determined to be broadly equivalent, Newco must make a second offer of the position on the same terms and conditions as it was initially made. Clause 56 provides for Newco to make a second offer of employment.

(12) This inserts the words "in relation to service on and after the sale day" after "rights" to clause 37 **Division not to affect an employee's post-sale long service leave rights**. This clause provides for certainty that an employee's post-sale long service leave rights in relation to post-sale service are not affected by other provisions of the Division. The additional words are required to ensure that transferring employees do not have a dual entitlement to benefits under the Commonwealth Long Service Leave Act and other relevant legislation for the same period.

(13) This inserts a new clause 43A **Contribution day for the purposes of the *Superannuation Act 1976*** which provides for 29 June 1994 to be a contribution day for the purposes of that Act for a transferring staff member. This will apply if the sale day is 30 June 1994. Without this clause, the choice of 30 June 1994 as the sale day would mean that transferring staff members who are members of the superannuation scheme provided in that Act (known as the CSS) would not be entitled to make a

contribution to the scheme in respect of the fortnight ending 29 June 1994 even though they had worked a full fortnight. Making 29 June a contribution day means that a transferring staff member will gain the benefit of the additional contribution in the calculation of the employer benefit. The Department of Finance is to seek a corresponding amendment to the Rules for the administration of the Superannuation Scheme established under the *Superannuation Act 1990* and known as the PSS.

(14) This inserts a new clause 48A **Commonwealth payment to Newco**. The new clause provides for the Minister for Finance to make payments to Newco and to appropriate up to $6.5 million from Consolidated Revenue Fund for this purpose. This is to cover payment of initial working capital to Newco and to fund accrued liabilities in respect of the leave entitlements of Authority staff who transfer to Newco, as provided by the sale agreement.

(15) This inserts the following new parts:

PART 5 - POST-SALE DAY PROVISIONS

Clause 53 - Transfer time

Commencement: This provision will commence on the sale day.

1. This clause provides for the Commonwealth to agree in writing the time for transfer to Newco of an employee covered by this Part, and ensures that the transfer time can be revoked or varied.

Clause 54 - Staff members who receive a Newco employment offer after sale day

Commencement: This provision will commence on the sale day.

2. This clause provides flexibility for initial offers of employment to be made by Newco after the sale day. Such offers must be made by 15 October 1994. A staff member may consent to being employed by Newco beginning at the transfer time. If consent is not forthcoming within the 14 day acceptance period, or is revoked before the transfer time, the staff member would under clause 55 be deemed to have resigned unless exempted because he or she believes that the job offer does not involve broadly equivalent employment. In that case, the question of whether the job offer is broadly equivalent will be determined in accordance with the staff transfer agreement.

Clause 55 - Certain staff members of the Authority who received a Newco employment offer under section 54 taken to have resigned

Commencement: This provision will commence on the sale day.

3. This clause is aimed at discouraging those TPA employees who receive an initial offer of employment from Newco after the sale day from rejecting that offer in order to render themselves eligible for the benefits associated with redundancy. Under clause 55 those employees who do not take up an offer of employment and those who revoke their consent to be employed by Newco will

be taken to have resigned from the Authority, unless exempted under subclause (3), and thus attract only the benefits associated with resignation. The date of the resignation would be as determined by an authorised officer. A copy of the determination would be made available to the employee as soon as practicable.

4. Subclause (3) specifies that an employee may be exempted if he or she rejects, or revokes consent to, an employment offer because of the belief that it embodies terms and conditions which are not broadly equivalent to those applying to employment with the Authority.

5. The question of whether the job offer is broadly equivalent is to be determined in accordance with the staff transfer agreement. Should it be determined that the offer is not broadly equivalent, Newco may make a second offer. If the offer is determined to be broadly equivalent, Newco must make a second offer of the position on the same terms and conditions as it was initially made. Clause 56 provides for Newco to make a second offer of employment.

Clause 56 - Staff members who receive a second Newco employment offer may consent to being employed by Newco after the sale day

Commencement: This provision will commence on the sale day.

6. This clause applies to staff members who did not consent to an initial Newco employment offer because they believed that the terms and conditions of the offer were not broadly equivalent to those applying to their employment with the Authority. Clauses 31 and 55 refer.

7. The clause provides that such a staff member may receive a second Newco offer which would apply to employment beginning at the transfer time, following resolution of their case in accordance with the staff transfer agreement. The staff member would be given a week in which to advise the Chief Executive Officer of the Authority whether he or she consents to being employed by Newco. If the staff member does not accept, or revokes consent, before the designated day for transfer, the staff member would be deemed to have resigned under subclause 61(2), unless the second offer of employment is not broadly equivalent, as provided in subclause 61(3). In that case the employee would be offered redundancy.

Clause 57 - Certain staff members of the Authority to become employees of Newco

Commencement: This provision will commence on the sale day.

8. This clause provides that an Authority staff member who has elected to transfer to Newco under Clauses 54 or 56, and who has not revoked that consent before the transfer time, would do so under the same terms and conditions of employment as applied before the transfer day under an award (see definition). The provision has effect subject to clause 58, which provides for continuity of service, etc, and clause 59, which allows for variation of the terms and conditions of employment on and after sale day.

Clause 58 - Part not to affect certain matters relating to transferring staff members

Commencement: This provision will commence on the sale day.

9. Clause 58 provides certainty that staff transferring to Newco have continuity of service, the same entitlement to benefits accrued and recognition of length of service as when an officer or employee of the Authority.

Clause 59 - Variation of terms and conditions of employment

Commencement: This provision will commence on the sale day.

10. This clause provides for the employment terms and conditions of a post-sale transferee to be varied on and after the transfer time in accordance with a law, award, determination or agreement.

11. The terms and conditions may be varied through omission, addition or substitution of a term or condition.

Clause 60 - Post-sale transferee not to be eligible for re-appointment under the *Public Service Act 1922*

Commencement: This provision will commence on the sale day.

12. Clause 60 provides for certainty that staff members who have coverage under Part IV of the Public Service Act 1922 (mobility provisions) will be unable to use the circumstance of transferring to Newco to trigger a right to reappointment to the Public Service.

Clause 61 - Certain staff members of the Authority taken to have resigned

Commencement: This provision will commence on the sale day.

13. This clause is aimed at discouraging those TPA employees who receive a second Newco employment offer under subclause 56(2) from rejecting that offer in order to render themselves eligible for the benefits associated with redundancy. Under subclause 61(2) those employees who do not take up a second offer and those who revoke their consent to a second offer will be taken to have resigned from the Authority at the time determined by an authorised person (and thus attract only the benefits associated with resignation). Subclause 61(2) is subject to subclause 61(3), which exempts an employee if the second Newco employment offer is not broadly equivalent, as determined in accordance with the staff transfer agreement, in which case the employee would be eligible for redundancy.

Clause 62 - Application of other transitional and saving provisions

Commencement: This provision will commence on the sale day.

14. This clause ensures that the specified transitional and saving provisions in Part 3, Divisions 2, 3, 4 and 5 of the Bill apply to post-sale transferees.

PART 6 - REGULATORY PROVISIONS RELATING TO THE MOOMBA-SYDNEY PIPELINE SYSTEM

Division 1 - Preliminary

Clause 63 - Definitions

Commencement: This provision will commence on the sale day.

15. Subclause 63(1) defines terms used in the Act.

16. Subclause 63(2) defines who is bound by a determination of the TPC.

Clause 64 - Interpretation - meaning of 'spare capacity'

Commencement: This provision will commence on the sale day.

17. Subclause 64(1) states that a pipeline has spare capacity at a particular time if the Moomba operator is not actually using the total capacity of the pipeline to provide haulage services.

18. Subclause 64(2) provides that subclause 64(1) applies even if the Moomba operator has contracted to provide haulage services such as a firm transportation service where those services, if provided, would use all the capacity of the pipeline, or more of the capacity than is actually used.

19. Subclause 64(3) states that the amount of spare capacity at any time is the difference between the total capacity of the pipeline and the capacity actually used at that time to provide haulage services.

Clause 65 - Conduct by directors, servants or agents

Commencement: This provision will commence on the sale day.

20. This clause contains provisions in relation to the conduct by directors, servants or agents.

Clause 66 - Other provisions that relate to proving purpose

Commencement: This provision will commence on the sale day.

21. Subclause 66(1) ensures that in circumstances where a person engages in conduct for more than one reason or purpose, the existence of multiple reasons does not act to void application of the Act.

22. Subclause 66(2) indicates that a person may be taken to have engaged in conduct for the purpose referred to in subclause 66(1) even though the existence of that purpose is ascertainable only by inference from the conduct of the carrier or from other relevant circumstances.

Clause 67 - Part not to apply so as to exceed Commonwealth power

Commencement: This provision will commence on the sale day.

23. This clause provides that where a provision of this Part has both a valid and an invalid application, the valid application will be taken to be the application intended by Parliament.

Division 2 - Restrictions relating to the Moomba pipeline and a Moomba operator

Clause 68 - Moomba Pipeline may only be owned and operated by a trading entity

Commencement: This provision will commence on the sale day.

24. This clause provides that only a trading corporation or a joint venture comprising trading corporations may operate a Moomba Pipeline. Any agreement entered into in breach of subclause 68(1) is of no effect.

Clause 69 - Restrictions applying to a Moomba operator

Commencement: This provision will commence on the sale day.

25. Subclause (1) restricts the business which the Moomba operator may carry on.

26. Subclause (2) provides for the separation of management and control between the Moomba operator and its parent, sibling and subsidiary companies, where that parent, sibling or subsidiary company has a substantial degree of power in the market for the supply of gas to end users in New South Wales.

27. Subclauses (3) to (5) provide for the TPC to approve the relaxation of the separation of management and control on terms and conditions specified in the approval.

Division 3 - Access to the Moomba pipeline

Clause 70 - Moomba operator etc. must not prevent or hinder access

Commencement: This provision will commence on the sale day.

28. This clause provides that a Moomba operator and its parent, sibling or subsidiary companies is prohibited from activities which prevent or hinder a third party obtaining haulage services through a Moomba pipeline.

Clause 71 - Access to the Moomba Pipeline

Commencement: This provision will commence on the sale day.

29. This clause provides that third parties are to be provided haulages services through a Moomba pipeline on commercially negotiated terms. In the absence

of agreement as to the terms and conditions the TPC will arbitrate and determine the terms and conditions.

Clause 72 - Access disputes

Commencement: This provision will commence on the sale day.

30. This clause sets out the matters which may be an access dispute for the purposes of Part 6 and which may be subject to arbitration by the TPC

Clause 73 - Procedure on receipt of notification of an access dispute

Commencement: This provision will commence on the sale day.

31. Once an access dispute has been notified to the TPC under clause 72 the TPC is required to notify the other party to the dispute as well as persons who have an agreement with the Moomba operator which may be affected by the TPC's determination and any other person who is bound by an existing determination of the TPC.

Clause 74 - Withdrawal of notification

Commencement: This provision will commence on the sale day.

32. This clause permits a person who has notified a dispute under clause 72 to withdraw that notice with the effect that no arbitration of the dispute will proceed.

Division 4 - Arbitration of access disputes
Subdivision A - TPC objectives and arbitration powers

Clause 75 - TPC objectives

Commencement: This provision will commence on the sale day.

33. This clause provides that the TPC must provide a mechanism of arbitration of access disputes that is fair, economical, informal and quick.

Clause 76 - Functions of TPC

Commencement: This provision will commence on the sale day.

34. This clause provides that the TPC has the function of arbitrating access disputes under the Act.

Clause 77 - TPC arbitration powers

Commencement: This provision will commence on the sale day.

35. Subclause 77(1) provides that the TPC must make a written determination about the matter to which the arbitration relates.

36. Subclause 77(2) provides that determinations by the TPC must specify the pipeline concerned and, as applicable, the volume of spare capacity and method of its calculation, the terms and conditions of interconnection of a pipeline, of an increase in capacity and of the supply of haulage services (including haulage charges, as applicable), and provide reasons for the determination.

37. Subclause 77(3) provides that the TPC must not make a determination which affects the right of a person under a gas supply agreement that was entered into before the commencement of this section, nor which affects a person's ability to meet obligations and reasonably anticipated requirements to supply gas to customers.

38. Subclause 77(4) provides that the TPC must not make a determination, that requires the Moomba operator to bear the costs of establishing and maintaining increased pipeline capacity.

39. Subclause 77(5) provides that determinations by the TPC relating to access terms and conditions must relate to those matters that need to be dealt with for the purposes of providing haulage services, including the appropriate period for provision of haulage services, delivery points, the interconnection of pipelines, haulage charges and any other matters relevant or incidental to the particular case.

40. Subclause 77(6) provides that determinations by the TPC must have regard to the legitimate business interests of the Moomba operator, the public benefit of competitive markets, relevant technical issues relating to pipeline capacity, the interests of persons who have agreed to acquire haulage services from the Moomba operator (including their actual haulage service requirements), the interests of persons who have acquired haulage services under other determinations by the TPC, and any national regime for third party access to essential facilities.

41. Subclause 77(7) requires the TPC to give a copy of the determination to the parties to the arbitration on the day it makes the determination.

Clause 78 - Period within which TPC to make its determination

Commencement: This provision will commence on the sale day.

42. This clause prescribes a 60 day period in which the TPC must make its determination. The 60 day period may be extended with the agreement of the parties to the access dispute and where a party to the arbitration is required to provide information or documents.

Clause 79 - Operation of determinations

Commencement: This provision will commence on the sale day.

43. This clause sets out when a determination of the TPC takes effect, which is dependant upon whether or not a party to an arbitration has applied to the Tribunal for a review of that determination.

Clause 80 - Constitution of TPC for conduct of arbitration

Commencement: This provision will commence on the sale day.

44. For an arbitration the TPC is to be constituted by two or more TPC members nominated by the TPC Chairman.

Clause 81 - Presiding Member

Commencement: This provision will commence on the sale day.

45. This clause provides that the TPC Chairperson or his or her nominee must preside at the arbitration.

Clause 82 - Reconstitution of TPC

Commencement: This provision will commence on the sale day.

46. Subclause 82(1) provides for reconstitution of the TPC arbitration panel in the event that a member of the arbitration panel stops being a member or is unavailable for a particular arbitration.

47. Subclause 82(2) provides that the TPC Chairperson must direct that the arbitration be completed by either the remaining TPC arbitration panel, or by the remaining TPC arbitration panel together with another TPC member or members.

48. Subclause 82(3) provides that, if a direction under Subclause 82(2) has been given, the reconstituted arbitration panel may have regard to any earlier records of proceedings.

49. Subclause 82(4) provides that the TPC Chairperson must, in exercising the powers under Clause 82, pursue the objectives of providing a mechanism of arbitration that is fair, economical, informal and quick.

Clause 83 - Determination of questions

Commencement: This provision will commence on the sale day.

50. This clause provides for arbitration matters to be decided by the majority of members where the TPC consists of two or more TPC members, with the TPC member presiding having the deciding opinion if members are evenly divided.

Clause 84 - Disclosure of TPC interests by members

Commencement: This provision will commence on the sale day.

51. Subclauses 84(1) and 84(2) outline arrangements in the event that a TPC member participating in the arbitration process has or acquires a pecuniary interest that could constitute a conflict of interest in relation to the arbitration, or the TPC Chairperson becomes aware of such a conflict of interest.

Subdivision B - Preliminary Matters

Clause 85 - TPC to arbitrate if access dispute not settled within 21 days

Commencement: This provision will commence on the sale day.

52. This clause provides that the TPC must, in accordance with Part 6, proceed to arbitrate the dispute if the parties to an access dispute fail to negotiate a commercial settlement during the 21 day period after the access dispute has been notified.

Clause 86 - Parties to arbitration

Commencement: This provision will commence on the sale day.

53. This clause sets out the persons who are eligible to be parties to the arbitration.

Clause 87 - TPC to notify parties that it must arbitrate the dispute

Commencement: This provision will commence on the sale day.

54. This clause provides that if an access dispute is not settled within 21 days, the TPC must notify parties to the dispute that it is required to arbitrate the dispute under this Part.

Clause 88 - TPC may decide not to arbitrate a dispute if subject matter of dispute is trivial etc.

Commencement: This provision will commence on the sale day.

55. This clause provides that the TPC may decline to arbitrate an access dispute if the subject matter is trivial, misconceived or lacking in substance, or if the person who notified the dispute has not engaged in negotiations in good faith with the other party when seeking access.

Clause 89 - TPC not to arbitrate an access dispute if the subject matter is subject to Federal Court proceedings under section 111

Commencement: This provision will commence on the sale day.

56. This clause provides that the TPC must not arbitrate an access dispute if the TPC or any other person has applied to the Federal Court for an injunction or other order under Section 111 in relation to the same subject matter.

Clause 90 - Right to representation

Commencement: This provision will commence on the sale day.

57. This clause provides for representation of persons at TPC arbitration proceedings including legal representation.

Clause 91 - Giving of relevant documents to TPC

Commencement: This provision will commence on the sale day.

58. This clause provides that a party to an arbitration may give the TPC a copy of all documents or parts of documents considered by the party to be relevant to the access dispute.

Clause 92 - Power to obtain information and documents

Commencement: This provision will commence on the sale day.

59. Subclause 92(1) provides for the TPC to seek, by written notice, additional documents or information relevant to an access dispute at a specific place and within such time as stated in the notice.

60. Subclause 92(2) provides for the TPC's treatment of documents in an arbitration.

61. Subclause 92(3) requires that a person must not, without reasonable excuse, contravene a notice under subsection 92(1) or knowingly or recklessly give false or misleading information. Breaches of this subclause may incur a penalty.

Subdivision C - *Arbitration hearings*

Clause 93 - Procedure of TPC

Commencement: This provision will commence on the sale day.

62. Subclause 93(1) provides that the TPC's arbitration hearing is not bound by technicalities, legal conventions or rules of evidence, is to proceed as speedily as proper consideration of the dispute allows consistent with the objectives that the procedure be fair, economical, informal and quick. The TPC can consider all matters relevant to the dispute in any way the TPC thinks appropriate.

63. Subclause 93(2) provides that the TPC may determine the periods necessary for fair and adequate presentation of cases in an access dispute and may require that the cases be presented within those time periods.

64. Subclause 93(3) allows the TPC to require presentation of oral and written evidence in arbitration of disputes and to decide on which matters it will hear evidence or argument.

65. Subclause 93(4) provides for the TPC to conduct an arbitration hearing by any means of communication, including telephone or closed circuit television.

Clause 94 - Hearing to be in private

Commencement: This provision will commence on the sale day.

66. Subclause 94(1) provides for arbitration hearings in private and subclause 94(2) provides for public hearings, if the parties to the arbitration agree.

67. Subclause 94(3) provides for the presiding TPC member to give directions as to persons who may be present at an arbitration hearing conducted in private.

68. In relation to any direction given under subclause 94(3), subclause 94(4) requires the presiding TPC member to have regard to the wishes of the parties and the need for commercial confidentiality and subclause 94(5) requires that directions be in writing.

Clause 95 - Power to take evidence on oath or affirmation

Commencement: This provision will commence on the sale day.

69. This clause provides that the TPC may take evidence on oath or affirmation, and a person may be summoned to give evidence and produce documents.

Clause 96 - Particular powers of TPC

Commencement: This provision will commence on the sale day.

70. This sets out the powers of the TPC in relation to certain procedural matters.

Clause 97 - Party may request TPC to treat material as confidential

Commencement: This provision will commence on the sale day.

71. This clause provides for a party to request the TPC to treat documentation provided to the TPC as confidential commercial information, and after consideration of the request and consultation with the other party to the arbitration the TPC may treat the documentation as confidential and not provide it to the other party or parties.

Clause 98 - Non-party may request TPC to treat information etc. as confidential

Commencement: This provision will commence on the sale day.

72. This clause provides for a non-party to request the TPC to treat documentation provided to the TPC as confidential commercial information, and after consideration of the request and consultation with the other party to the arbitration the TPC may treat the documentation as confidential and not provide it to the other party or parties.

Clause 99 - Consent determinations

Commencement: This provision will commence on the sale day.

73. This clause provides that the TPC may make a determination in the terms proposed by the parties if the TPC considers the determination appropriate.

Clause 100 - Parties to an arbitration not to contravene a determination

Commencement: This provision will commence on the sale day.

74. This clause provides that parties to an arbitration must not contravene a determination of the TPC in relation to the arbitration.

Subdivision D - Variation of determinations

Clause 101 - Variation of determinations

Commencement: This provision will commence on the sale day.

75. This clause provides that the TPC may approve a variation of a determination where such variation is agreed by all the parties to the arbitration. If the TPC decides not to arbitrate a dispute or not make a determination, the person who notified the dispute is taken to have withdrawn the notification under clause 74.

Division 5 - Review by Tribunal of determinations of the TPC

Clause 102 - Applications for review

Commencement: This provision will commence on the sale day.

76. This clause provides that the Tribunal may review a determination of the TPC, on the written application of a party to an arbitration made within 21 days of the TPC's determination.

Clause 103 - Tribunal review to be merits review

Commencement: This provision will commence on the sale day.

77. The clause provides that the review is on the merits of the TPC determination and is a rehearing of the access dispute.

Clause 104 - Functions and powers of the Tribunal

Commencement: This provision will commence on the sale day.

78. This clause provides that the Tribunal in making a determination affirming, setting aside or varying the TPC's determination, may exercise the powers of the TPC in reviewing the TPC's determination.

Clause 105 - Time period for review of TPC determinations

Commencement: This provision will commence on the sale day.

79. This clause provides that the Tribunal must make a determination within 60 days after receiving the application for review. The 60 day period may be extended by the Tribunal after consultation with the parties but without the consent of the parties.

Clause 106 - Determination of Tribunal taken to be determination of TPC

Commencement: This provision will commence on the sale day.

80. This clause provides that a determination of the Tribunal is deemed to be a determination of the TPC.

Clause 107 - TPC to give Tribunal certain information

Commencement: This provision will commence on the sale day.

81. This clause provides that the Tribunal may require the TPC to assist the Tribunal in its review of the TPC determination.

Clause 108 - Regulations as to certain matters

Commencement: This provision will commence on the sale day.

82. This clause provides that regulations may be made in respect of procedural and other matters relating to the Tribunal.

Division 6 - Enforcement and remedies

Clause 109 - Interpretation

Commencement: This provision will commence on the sale day.

83. This clause sets out the basis on which a person may be taken to have been involved in a contravention of a determination by the TPC or a provision of the Part.

Clause 110 - Enforcement of sections 68 and 69 and regulations under section 127

Commencement: This provision will commence on the sale day.

84. Clause 110 provides for the TPC to apply to the Federal Court for an injunction and other orders against a person operating a Moomba pipeline in contravention of clause 68, against the Moomba operator if it breaches the restrictions imposed on it by clause 69 and against the Moomba operator for failing to publish the information prescribed in accordance with clause 127 and the regulations.

Clause 111 - Enforcement of section 70 and subsection 126(1)

Commencement: This provision will commence on the sale day.

85. Subclause 111(1) provides for the TPC or any other person to apply to the Federal Court for an injunction and other orders against a Moomba operator or related body corporate of the operator for engaging or proposing to engage in conduct which prevents or hinders the supply of haulage services to a person in New South Wales or the Australian Capital Territory.

86. Subclause 111(2) provides that the TPC or a party to an access dispute must not apply for an injunction to restrain the conduct referred to in subclause

111(1) where that conduct is the subject of an access dispute notified under clause 72 which has not been determined.

Clause 112 - Enforcement of determination under section 77

Commencement: This provision will commence on the sale day.

87. This clause provides for a party to an arbitration to apply to the Federal Court for an injunction and other orders against another party to the arbitration which has or proposes to contravene the TPC's determination.

Clause 113 - Other orders

Commencement: This provision will commence on the sale day.

88. This clause provides that in addition to granting injunctions under sections 110, 111 and 112 the Federal Court has power to make any other orders including granting an injunction as it thinks appropriate against any other person who was involved in the contravention concerned.

Clause 114 - Consent injunctions

Commencement: This provision will commence on the sale day.

89. This clause empowers the Federal Court to grant an injunction under clauses 110, 111 and 112 by consent of all of the parties.

Clause 115 - Interim injunctions

Commencement: This provision will commence on the sale day.

90. This clause provides that the Federal Court may grant an interim injunction pending determination of an application under clauses 110, 111, 112 and 113.

Clause 116 - Discharge or variation of injunction or other order

Commencement: This provision will commence on the sale day.

91. This clause provides for the Federal Court to discharge or vary an injunction which it has granted under clauses 110, 111, 112 and 113.

Clause 117 - Factors relevant to the granting of a restraining injunction

Commencement: This provision will commence on the sale day.

92. This clause provides that the Federal Court may grant a restraining injunction whether or not it appears to the Court that the person intends to engage in, or to continue to engage in, conduct of that kind; the person has previously engaged in conduct of that kind; or there is an imminent danger of substantial damage to any person if the first-mentioned person engages in conduct of that kind.

Clause 118 - Factors relevant to the granting of a mandatory injunction

Commencement: This provision will commence on the sale day.

93. This clause provides for the Federal Court to grant an injunction requiring a person to do an act or thing whether or not it appears to the Court that the person intends to refuse or fail again, or to continue to refuse or fail to do that act or thing; the person has previously refused or failed to do that thing; or there is an imminent danger of substantial damage to any person if the first mentioned person refused or failed to do that act or thing.

Clause 119 - Undertakings as to damages unnecessary in certain circumstances

Commencement: This provision will commence on the sale day.

94. This clause provides that if the TPC applies for an injunction under clauses 110 or 111, then the TPC or any other person is not required to give any undertakings as to damages as a condition of granting an interim injunction.

Clause 120 - Enforcement of undertakings

Commencement: This provision will commence on the sale day.

95. This clause, which is in similar terms as section 87B of the *Trade Practices Act 1974*, provides that the TPC may accept a written undertaking from a person in relation to a matter which the TPC has a power or function under this part.

96. Subclauses 120(2), (3) and (4) set out the rights and powers of persons, the TPC and the Federal Court in respect of withdrawal or variation of an undertaking and enforcement and remedies for breach of an undertaking.

Clause 121 - Powers of Federal Court where non-compliance with TPC requirements

Commencement: This provision will commence on the sale day.

97. Subclauses 121(1) and 121(2) provide that the TPC may, by writing, certify to the Federal Court that a person has, without reasonable excuse, failed to comply with a requirement under section 92.

98. Subclause 121(3) provides that the Federal Court may inquire into the case and may order the person to comply with requirements as specified in the order.

Clause 122 - Jurisdiction of courts

Commencement: This provision will commence on the sale day.

99. This clause provides that the Federal Court has jurisdiction with respect to the matters under this Part and that jurisdiction is exclusive of all other courts, other than the jurisdiction of the High Court under section 75 of the Constitution.

Division 7 - Appeals

Clause 123 - Appeals to Federal Court from determinations of the Tribunal

Commencement: This provision will commence on the sale day.

100. Subclauses 123(1) and 123(4) provide for a party to an arbitration to appeal to the Federal Court on a question of law arising from the determination by the Tribunal and stipulates the conditions for that appeal, the manner in which it is to be heard and orders to be made by the Court.

Clause 124 - Operation and implementation of a determination that is subject to an appeal

Commencement: This provision will commence on the sale day.

101. Subclauses 124(1) to 124(4) outline the provisions that apply in relation to the operation and implementation of a determination that is the subject of an appeal to the Federal Court.

Clause 125 - Sending of documents to, and return of documents by, the Federal Court

Commencement: This provision will commence on the sale day.

102. This clause requires the Tribunal to send all documents relevant to an appeal to the Federal Court, and for the Federal Court to return all documents to the Tribunal at the conclusion of the proceedings.

Division 8 - Provision of information on haulage charges etc

Clause 126 - Haulage charges etc. to be given on request

Commencement: This provision will commence on the sale day.

103. Subclause 126(1) requires the Moomba operator to provide within 21 days of the request being made, written information on haulage charges for hauling gas in a Moomba pipeline, together with an explanation of pricing principles or other terms and conditions that would apply.

104. Subclause 126(2) provides that the Moomba operator may charge a reasonable fee for giving this information.

Clause 127 - Publishing of information by Moomba operator

Commencement: This provision will commence on the sale day.

105. This clause provides that the Moomba operator may be required by regulation to publish or make assessable information about the supply of haulage services.

106. A non-exhaustive list of the information to be published or made available is set out in subclause 127(2).

Clause 128 - PSA to monitor haulage charges

Commencement: This provision will commence on the sale day.

107. This clause provides that monitoring of the Moomba operator's haulage charges will be undertaken by the PSA.

Clause 129 - Information to be supplied to the PSA

Commencement: This provision will commence on the sale day.

108. Subclauses 129(1) and 129(3) provide that the PSA Chairperson may request in writing the Moomba operator to provide specified information relating to the affairs of the operator and to produce these documents to the PSA, within a reasonable time.

109. Subclause 129(2) provides that the PSA Chairperson may only ask for information or documents related to the supply of haulage services by the Moomba operator.

110. Subclause 129(4) provides that a Moomba operator must not contravene subclause 129(1) without reasonable excuse, or knowingly or recklessly give information which is false or misleading. Breach of this subclause may incur a penalty.

Clause 130 - Reports etc. to be given to PSA if any transactions are not at arm's length

Commencement: This provision will commence on the sale day.

111. Subclause 130(1) provides that the section applies to financial transactions entered into by a Moomba operator that are not at arms length.

112. Subclause 130(2) requires the Moomba operator to give the PSA a report on or before the prescribed day. Breaches of subclause 130(2) may incur a penalty.

113. Subclause 130(3) requires the report to set out the information in the operator's annual or financial statements, changed in accordance with subclause 130(4).

114. Subclause 130(4) requires that the information in the report must be changed so that the amount of a transaction that was not at arm's length is shown as the amount that would have been the amount of the transaction if the parties to the transaction had been dealing with each other at arms length.

115. Subclause 130(5) requires the report to identify the changes made because of subsection 130(4).

Clause 131 - Confidential information

Commencement: This provision will commence on the sale day.

116. This clause provides that if a Moomba operator claims that information given under sections 129 or 130 is information that, if disclosed, could damage its competitive position and the PSA agrees and does not think disclosure is in

the public interest, the PSA must take all reasonable steps to ensure that the information is not, without the consent of the operator, disclosed to a person other than a member, associate member or a member of the staff of the PSA.

Clause 132 - PSA to report to Treasurer

Commencement: This provision will commence on the sale day.

117. This clause requires the PSA to report to the Treasurer in respect of its monitoring of haulage charges.

Division 9 - Miscellaneous

Clause 133 - Compensation for acquisition of property

Commencement: This provision will commence on the sale day.

118. This clause clarifies the intention that compensation, as agreed, or [if no agreement can be reached] as determined by a court, is payable by the Commonwealth if the operation of any provision of Part 6 would otherwise be invalid because it purported to make an acquisition of property on other than 'just terms' [cf Constitution section 51(xxxi)].

Clause 134 - Commonwealth to pay compensation for the ending of certain contractual rights.

Commencement: This provision will commence on the sale day.

119. This clause provides for compensation to be paid by the Commonwealth for the ending of contractual rights, from funds appropriated from the Consolidated Revenue Fund.

Clause 135 - TPC approval of certain agreements for the supply of haulage services

Commencement: This provision will commence on the sale day.

120. This clause provides that any agreement for haulage services between the Moomba operator or a related body corporate of the operator, is of no effect until approved by the TPC. This clause does not apply to the Gas Transportation Agreement to be entered into by Newco and AGL Sydney Limited on the sale day.

Clause 136 - Part not to limit Part IV of the *Trade Practices Act 1974*

Commencement: This provision will commence on the sale day.

121. This clause provides that Part IV of the *Trade Practices Act 1974* remains unfettered by the operation of Part 6 of this Act.

Clause 137 - Failure of witness to attend

Commencement: This provision will commence on the sale day.

122. This clause provides that a person summonsed to appear as a witness before the TPC must not fail to attend without reasonable excuse, or fail to

appear or report from day to day unless excused, or released from further attendance, by a member of the TPC. Breaches of this clause may incur a penalty.

Cluse 138 - Refusal to be sworn or to answer questions

Commencement: This provision will commence on the sale day.

123. Subclause 138(1) provides that a person appearing as a witness before the TPC must not refuse or fail to be sworn or make an affirmation, refuse or fail to answer a question, or refuse or fail to provide a document without reasonable excuse. Breaches of this subclause may incur a penalty.

124. Subclause 138(2) allows for such refusal or failure to answer a question if the answer to the question may tend to incriminate the person.

Clause 139 - Intimidation etc.

Commencement: This provision will commence on the sale day.

125. This clause provides that a person must not threaten, intimidate or coerce another person; or cause or procure damage, loss or disadvantage to another person because that other person proposes to furnish, or has furnished, documents to the TPC or proposes to appear, or has appeared, as a witness before the TPC. Breaches of this clause may incur a penalty involving imprisonment.

Clause 140 - Criminal Proceedings

Commencement: This provision will commence on the sale day.

126. This clause provides that criminal proceedings may only be brought for a contravention if the Act provides a penalty for a contravention.

Clause 141 - Application of Part to joint ventures

Commencement: This provision will commence on the sale day.

127. This clause provides for the application of the Part and the interpretation of its provisions if the Moomba operator is a joint venture. The effect is that a reference to the Moomba operator may be read as a reference to one of the trading corporations forming the joint venture, where appropriate.

128. This clause also sets out the manner in which offence provisions are to apply if the Moomba operator is a joint venture, and also the manner in which injunctions may be sought against each participant in the joint venture and any other person responsible for day to day management and control of the joint venture.

Clause 142 - Application of Part to trading entities

Commencement: This provision will commence on the sale day.

129. This clause provides that where the Part refers to a trading entity owning a thing, the provision will apply whether one of the trading corporations is the owner or two or more of the trading corporation is the owner.

PART 7 - AMENDMENTS OF THE PIPELINE AUTHORITY ACT 1973

This part amends the *Pipeline Authority Act 1973* upon the sale of the Moomba-Sydney Pipeline System, to enable the Authority to continue operating on a limited basis. It is envisaged that the Authority would commence construction of the proposed Moomba-Port Botany ethane pipeline on a project management basis for a privately-owned entity, should the project proceed. The Authority's involvement would be terminated when the project owner obtains the relevant State Government environmental and planning approvals. Provision is also made in this Part for the Authority to operate and maintain the Moomba-Sydney Pipeline System on the new owner's behalf, should it be necessary to defer the general transfer of staff until after the sale day. In any event, following the sale the Authority will be required meet residual statutory responsibilities relating to the Moomba-Sydney Pipeline System. The Authority is to be abolished after completing post-sale responsibilities (see Part 8).

Clause 143 - Principal Act

Commencement: This provision will commence on the Sale Day

130. This clause provides for the *Pipeline Authority Act 1973* to be referred to as the "Principal Act" for the purposes of this part.

Clause 144 - Interpretation

Commencement: This provision will commence on the Sale Day

131. This Clause amends the interpretation of the Principal Act to omit the word "petroleum" and to provide for an interpretation of "gas" as any petroleum gases, including petroleum gases that liquefy under pressure. The revised definition thus covers ethane, propane and butane. It also replaces subsection 3(3) and provides that a reference to a pipeline includes a reference to part of a pipeline.

Clause 145 - Membership of the Authority

Commencement: This provision will commence on the sale day

132. This Clause amends the membership of the Authority by omitting the representative from Australian Gas Light Company (AGL), the purchaser of a 51% interest in the Moomba Sydney Pipeline System. It also restricts the Board to maximum of 7 directors, and a minimum of 3, by providing for a Chairperson, Deputy Chairperson, a Chief Executive Officer and up to 4 other Directors.

Clause 146 - Leave of Absence

Commencement: This provision will commence on the sale day

133. It is intended that there be flexibility for the Chief Executive Officer to be either part-time or full-time. Therefore this part amends reference to a full-time Director to read as a reference to the Chief Executive Officer.

Clause 147 - Chief Executive Officer

Commencement: This provision will commence on the sale day

134. This Clause amends section 10 of the Principal Act to provide for the Chief Executive Officer to hold office on a full-time or part-time basis.

Clause 148 - Acting appointments - part-time directors

Commencement: This provision will commence on the sale day

135. This clause amends section 11 of the Principal Act in relation to Acting Appointments to omit the appointment of a representative of AGL under this section.

Clause 149 - Meetings of Authority

Commencement: This provision will commence on the sale day

136. This clause amends section 12 of the Principal Act to provide for a majority of the appointed directors to constitute a quorum.

Clause 150 - Functions of Authority

Commencement: This provision will commence on the sale day

137. This clause amends section 13 of the Principal Act to provide the framework for the Authority's operation post-sale, and will enable it to commence construction of the Moomba-Port Botany ethane pipeline (should the project proceed), to operate and maintain a pipeline on another person's behalf (in the event that the general transfer of staff to Newco is deferred until after the sale day), and to wind-down its activities in relation to the Moomba-Sydney Pipeline System.

Clause 151 - Duties of the Authority

Commencement: This provision will commence on the sale day

138. This clause amends section 14 of the Principal Act to omit the word 'petroleum' and substitute 'gas'.

Clause 152 - Authority to act in accordance with Ministerial determination

Commencement: This provision will commence on the sale day

139. This clause provides for the Minister, after consulting with the Authority, to give the Authority a written determination from time to time in respect of the policies and objectives (including financial) that it is to carry out. It is the duty of the directors to give effect to each determination. If the Minister gives a

determination it must be tabled in each House of the Parliament within 15 sitting days of the relevant House.

Clause 153 - Particular powers of the Authority

Commencement: This provision will commence on the sale day

140. This clause amends section 16 of the Principal Act to take away the Authority's powers to enter into an agreement to convey petroleum through its pipelines and to form or participate in the formation of a company, and to extend the Authority's powers to be able to sell or otherwise dispose of an interest in land.

Clause 154 - Authority must not form etc companies

Commencement: This provision will commence on the sale day

141. This clause amends section 16A **Limitation on formation etc of companies** of the Principal Act by omitting that section and substituting a section which restricts the Authority from forming or participating in a company or subscribing for shares in a company (in the latter case where the company is not a subsidiary of the Authority). It also provides for the terms and conditions relating to a subsidiary which was formed prior to the sale day to continue to apply to that subsidiary, and for the retention of existing provisions dealing with the revocation or variation of those terms and conditions.

Clause 155 - Repeal of sections 18A and 25

Commencement: This provision will commence on the sale day

142. This clause repeals section 18A of the Principal Act **Functions of subsidiary** to ensure that the subsidiaries' powers after the sale of the Moomba-Sydney Pipeline System are limited to those of the Authority and repeals section 25 of the Principal Act **Borrowings from the Commonwealth** as it is intended that the Authority should no longer have the ability to borrow from the Commonwealth.

Clause 156 - Financial Policy

Commencement: This provision will commence on the sale day

143. This clause repeals section 28 of the Principal Act **Financial Policy** and substitutes a new section which specifies that the Authority should act in accordance with sound commercial principles in relation: to the commencement of construction of the ethane pipeline from Moomba to Port Botany (should the project proceed); in operating and maintaining the Moomba-Sydney Pipeline System on the owner's behalf (in the event that it is necessary to defer the general transfer of staff to Newco until after sale day); in finalising its business activities in relation to the Moomba-Sydney Pipeline System; and in winding down its business activities to facilitate abolition of the Authority.

Clause 157 - Repeal of section 33B

Commencement: This provision will commence on the sale day

144. This clause repeals section 33B of the Principal Act which provides for the regular revaluation of the Authority's assets.

PART 8 - ABOLITION OF THE PIPELINE AUTHORITY

This Part provides for the abolition of the Authority after its role in the construction of the ethane pipeline is completed or, if the ethane project does not proceed with Authority involvement, when the Authority has finalised its business activities in relation to the Moomba-Sydney Pipeline System. If the responsible Minister has not nominated an earlier repeal day for its abolition, the Authority will be automatically abolished on 31 December 1996.

Clause 158 - Principal Act

Commencement: This provision will commence on the sale day.

145. This clause provides for the *Pipeline Authority Act 1973* to be referred to as the "Principal Act" for the purposes of this part.

Clause 159 - Definitions

Commencement: This provision will commence on the sale day.

146. This clause provides for definitions of terms used in this Part, in particular the "repeal day" for the day on which the abolition of the Authority will occur, and "residual assets", "residual instruments" and "residual liabilities".

Clause 160 - Interpretation

Commencement: This provision will commence on the sale day.

147. This clause provides for definitions of terms used in the Bill. The term Authority means the Pipeline Authority as it was established before the repeal day.

Clause 161 - Repeal of Parts II, III, IV, and VI

Commencement: This provision will commence on the sale day.

148. This clause repeals Parts II, III, IV and VI of the Principal Act dealing with the Pipeline Authority; Functions, Duties and Powers of the Authority; Staff and Miscellaneous.

Clause 162 - Residual assets and liabilities to become Commonwealth assets and liabilities of the Commonwealth

Commencement: This provision will commence on the sale day.

149. This clause provides for the residual assets and liabilities of the Authority to become assets and liabilities of the Commonwealth on the abolition of the Authority. It also operates to substitute the Commonwealth for the Authority in all Authority instruments.

Clause 163 - Pending Proceedings

Commencement: This provision will commence on the sale day.

150. This clause provides that if the Authority is a party to a proceedings which are pending in a court before the repeal day the Commonwealth is substituted for the Authority in the proceedings and has the same rights as the Authority would have had in the proceedings.

Clause 164 - Minister may dispose of or deal with residual assets

Commencement: This provision will commence on the sale day.

151. This clause provides for the Minister, on behalf of the Commonwealth, to dispose of or otherwise deal with residual assets that become assets of the Commonwealth under section 162.

Clause 165 - Exemption from certain State and Territory stamp duties

Commencement: This provision will commence on the sale day.

152. This provides for the exemption from State and Territory stamp duty of matters connected with an exempt matter, which covers the transfer to, or disposal by, the Commonwealth of the residual assets or liabilities of the Authority and any other matter relating to the operation of Part 8.

153. The Minister or a person authorised by the Minister may specify in writing that a matter is or has been done because of, or for a purpose connected with or arising out of, a specified exempt matter. Such a certificate is conclusive evidence of that matter unless the contrary is established.

Clause 166 - Certificates in relation to interests in land

Commencement: This provision will commence on the sale day.

154. This clause provides a mechanism for the registration of easements (which transfer to the Commonwealth on the abolition of the Authority) or any real property. Such registration is to be in the appropriate manner applicable to the State or Territory concerned.

155. Subclause 166(2) provides that the Land Registration official may register the easement or real property in the same way in which dealings in land of that kind are registered. An authorised person may give a certificate as to the transfer of real property or easements and such a document is taken to be valid unless the contrary is established.

Clause 167 - Certificates in relation to other assets

Commencement: This provision will commence on the sale day.

156. This clause provides a mechanism for the registration of assets which transfer to the Commonwealth on the abolition of the Authority. Such registration is to be in the appropriate manner applicable to the State or Territory concerned.

157. Subclause 167(2) provides that a relevant assets official may register the asset in the manner necessary to register dealings in assets of that kind. An authorised person may give a certificate as to the transfer of assets and such a document is taken to be valid unless the contrary is established.

Clause 168 - Part to have effect in spite of laws and agreements prohibiting transfer etc.

Commencement: This provision will commence on the sale day.

158. This provision strengthens the effect of this Part of the Act and ensures that it has effect in spite of any other law or document or in spite of the failure to receive the consent of a person in a particular respect that is otherwise required.

Clause 169 - Saving and transitional matters

Commencement: This provision will commence on the sale day.

159. This clause provides that regulations can be made for saving and transitional provisions required in relation to the abolition of the Authority by this Part.

PART 9 - MISCELLANEOUS

Clause 170 - Regulations

Commencement: This provision will commence on the sale day.

160. This clause provides for the Governor-General to make regulations prescribing all matters required or permitted by this Bill and necessary or convenient to be prescribed for carrying out or giving effect to this Bill when enacted. Subclause (2) makes particular provision for the making of regulations in relation to the provisions of Part 6 - Regulatory Provisions Relating to the Moomba-Sydney Pipeline System.