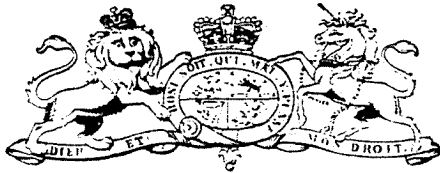


Queensland



ANNO VICESIMO QUARTO

ELIZABETHAE SECUNDAE REGINAE

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No. 76 of 1975

**An Act with respect to an Agreement between the State of Queensland, Tipperary Corporation, Billiton Aluminium Australia B.V. and Aluminium Pechiney Holdings Pty. Limited and for purposes incidental thereto and consequent thereon**

[ASSENTED TO 12TH DECEMBER, 1975]

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Assembly of Queensland in Parliament assembled, and by the authority of the same, as follows:—

**1. Short title.** This Act may be cited as the *Aurukun Associates Agreement Act 1975*.

**2. Execution of Agreement authorized.** The Premier of Queensland is hereby authorized to make, for and on behalf of the State of Queensland, with Tipperary Corporation, a company incorporated in the State of

Texas in the United States of America and registered in Queensland, its registered office being at Suite 506, National Bank Building, 180 Queen Street, Brisbane, Queensland, Billiton Aluminium Australia B.V., a company incorporated in Holland and registered in Queensland, its registered office being at Shell House, 301 Ann Street, Brisbane, Queensland, and Aluminium Pechiney Holdings Pty. Limited, a company incorporated in the State of New South Wales and recognized in Queensland, its principal office in Queensland being at the offices of John P. Kelly & Co., Prudential Building, Queen Street, Brisbane, Queensland, the Agreement, a copy of which is set out in the Schedule to this Act.

The companies particularized in this section with their and each of their successors and permitted assigns are in this Act referred to as "the Companies".

The agreement referred to in this section is in this Act referred to as "the Agreement".

**3. Executed Agreement to have force of law.** Upon the making of the Agreement the provisions thereof shall have the force of law as though the Agreement were an enactment of this Act.

The Governor in Council shall by Proclamation notify the date of the making of the Agreement.

**4. Variation of Agreement.** (1) The Agreement may be varied pursuant to agreement between the Premier of Queensland and the Companies with the approval of the Governor in Council by Order in Council and no provision of the Agreement shall be varied nor shall the powers and rights of the Companies under the Agreement be derogated from except in such manner.

Any alleged variation of the Agreement not made and approved in such manner shall be void and of no legal effect whatsoever.

(2) Unless and until the Legislative Assembly, in accordance with section 6 (4), disallows an Order in Council approving a variation (made in the prescribed manner) of the agreement the provisions of the agreement making the variation shall have the force of law as though those provisions were an enactment of this Act.

**5. Constitution of Town.** The powers conferred on the Governor in Council by section 5 of the *Local Government Act 1936-1975* include power to alter the boundaries of the Area of the Local Authority in which is situated the townsite selected in accordance with Part VI of the Agreement by excluding from that Area that townsite or that townsite together with such other land as the Governor in Council thinks fit and including that townsite or that townsite together with such other land, as the case may be, in a Town to be constituted by the same or another Order in Council as if that Town were, immediately prior to such exclusion, an Area within the meaning of the *Local Government Act 1936-1975*.

The Town so constituted shall, on and from a date specified in the Order in Council by which it is constituted, be deemed to be a Town constituted under the *Local Government Act 1936-1975* and the provisions of that Act shall apply accordingly.

**6. Proclamations and Orders in Council.** (1) Any Proclamation or Order in Council provided for in this Act or in the Agreement may be made by the Governor in Council and, in addition, the Governor in Council may from time to time make all such Proclamations and Orders in Council not inconsistent with the Agreement or with any agreement varying the Agreement as he shall think necessary or expedient to provide for, enable and regulate the carrying out of the provisions of the Agreement or any of them.

(2) Any such Proclamation or Order in Council may be revoked or altered by another Proclamation or Order in Council which is not inconsistent with the Agreement or with any agreement varying the Agreement.

(3) Every such Proclamation or Order in Council shall—

- (a) be published in the Gazette;
- (b) upon publication in the Gazette be judicially noticed and such publication shall be conclusive evidence of the matters contained therein;
- (c) be laid before the Legislative Assembly within fourteen sitting days after such publication if the Legislative Assembly is in session, and if not, then within fourteen sitting days after the commencement of the next session.

(4) If the Legislative Assembly passes a resolution of which notice has been given at any time within fourteen sitting days after any such Proclamation or Order in Council has been laid before it disallowing such Proclamation or Order in Council or any part thereof, that Proclamation or Order in Council or part shall thereupon cease to have effect, but without prejudice to the validity of anything done in the meantime or to the making of a further Proclamation or Order in Council.

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THE SCHEDULE

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 1975 between THE STATE OF QUEENSLAND of the First Part, TIPPERARY CORPORATION incorporated in Texas, United States of America, and registered in the State of Queensland and having its registered office at care of MacGillivray, Halligan and Thompson, Suite 506, 5th Floor, National Bank Building, 180 Queen Street, Brisbane in the said State (hereinafter with its successors and permitted assigns referred to as "Tipperary") of the Second Part, BILLITON ALUMINIUM AUSTRALIA B.V. incorporated in Holland and registered in the State of Queensland and having its registered office at the 4th Floor, Shell House, 301 Ann Street, Brisbane, in the said State (hereinafter with its successors and permitted assigns referred to as "Billiton") of the Third Part, and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED a Company incorporated in the State of New South Wales and recognized in the State of Queensland and having its principal office in Queensland at care of Messrs. John P. Kelly & Co., Solicitors, Prudential Building, Queen Street, Brisbane aforesaid (hereinafter with its successors and permitted assigns referred to as "Pechiney") of the Fourth Part.

WHEREAS Tipperary, Billiton and Pechiney are the holders as tenants in common in the interests of forty per centum, forty per centum and twenty per centum respectively of Authority to Prospect Number 493M issued pursuant to section 23A of *The Mining Acts 1898 to 1967* and section 12A of *The Mining on Private Land Acts 1909 to 1965* which Authority to Prospect subject to the due performance and observance of the provisions of such Acts and the terms, conditions, provisions and stipulations of such Authority to Prospect on the part of the holders to be performed and observed, entitles the holders at any time during the period of such Authority to Prospect to apply for and have granted to them in priority to any person or company a mining lease for the minerals specified in clause 5 of such Authority to Prospect over any part of the lands comprised within such Authority to Prospect:

AND WHEREAS deposits of bauxite have been found to exist over and under a considerable part of the surface of the area held under the aforesaid Authority to Prospect and the Companies desire to bring the said deposits into production and to produce bauxite and alumina:

AND WHEREAS the Companies are prepared to provide and expend the large capital amount required for these and associated purposes:

AND WHEREAS the Companies have entered into an agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 1975 with the Director as Trustee of the Reserve in respect of their responsibilities and obligations to him on behalf of Aborigines:

AND WHEREAS the State is satisfied that a very large capital expenditure is necessary to ensure that such bauxite deposits are efficiently and economically developed for a lengthy period and that it is in the interests of the State that such bauxite deposits should be developed by large scale operations and that the Companies are technically capable of so developing these deposits:

AND WHEREAS it is therefore desirable that in consideration of the Companies entering into the obligations on their part hereinafter set out the Companies should be granted the titles, rights and privileges hereinafter mentioned.

## PART I—PRELIMINARY

Now, therefore, it is hereby agreed as follows:—

**1. Preliminary.** This Agreement shall be divided into Parts as follows:—

PART I—PRELIMINARY;

PART II—PROPER CARE OF THE ENVIRONMENT;

PART III—SPECIAL BAUXITE MINING LEASE;

PART IV—PROVISIONS RELATING TO WATER;

PART V—PROVISIONS RELATING TO HARBOUR AND WORKS;

PART VI—PROVISIONS RELATING TO LOCAL GOVERNMENT;

PART VII—PROVISIONS RELATING TO LANDS;

PART VIII—GENERAL.

**2. Interpretation.** (1) In this Agreement unless the context otherwise requires the general terms following shall have the meanings respectively assigned to them—

“the Act” means the *Aurukun Associates Agreement Act 1975*;

“Authority to Prospect” means Authority to Prospect No. 493M;

“the Coal Mining Act” means the *Coal Mining Act 1925–1974*;

“the Companies” shall where the context permits mean and include the persons for the time being entitled to the said Authority to Prospect and/or the Special Bauxite Mining Lease and where more than two persons are so entitled the words “either of them” when used in relation to the Companies shall be read and construed as “any of them”;

“the Companies Act” means the *Companies Act 1961–1974*;

“Co-ordinator-General” means the corporation sole constituted under section 8A of *The State Development and Public Works Organisation Act* of 1938, as subsequently amended, and preserved, continued in existence and constituted under section 11 of the *State and Regional Planning and Development, Public Works Organization and Environmental Control Act 1971*;

“the Corporation” means the Corporation of the Treasurer of Queensland the corporation sole constituted by *The Harbour Board Acts 1892 to 1952* and continued by the *Harbours Act*;

“the date of commencement of this Agreement” means the date notified by the Governor in Council by Proclamation;

“the date of commencement of the Special Bauxite Mining Lease” means the date hereof;

“designated minerals” means bauxite and other ores of aluminium together with the ores of calcium and of fluorine and coal and any other mineral found in combination or association with any of the aforementioned ores and required by the Companies for any purpose necessary, directly or indirectly, to effectually carry on any of the Companies’ operations as defined by this Agreement and also any mineral which the Governor in Council may at any time by Order in Council declare to be a designated mineral for the purposes of this

Agreement or of any lease, licence or other right granted hereunder being a mineral similarly required by the Companies for any such purpose as aforesaid;

“the Director” means the person who holds the appointment of Director of Aboriginal and Islanders Advancement of the State of Queensland and includes a person temporarily discharging the functions of the Director;

“financial year” means the period from and including the first day of July in one year to and including the thirtieth day of June in the year next following;

“the harbour” means any harbour constructed pursuant to the provisions of this Agreement;

“the Harbour Board” means the Harbour Board constituted for the harbour pursuant to clause 2 of Part V;

“harbour works” means harbour works as that term is defined in section 8 of the Harbours Act;

“the Harbours Act” means the *Harbours Act 1955–1972*;

“the Land Act” means the *Land Act 1962–1975*;

“the Local Government Act” means the *Local Government Act 1936–1975*;

“materials” for the purposes of Part V means all designated minerals, alumina or aluminium and all other substances and supplies which might be exported or imported for the purposes of this Agreement through the harbour referred to in that Part V by the Companies or by any person nominated or approved by the Companies;

“the Mining Act” means the *Mining Act 1968–1974*;

“Minister” means in relation to Parts I and VIII the Premier of Queensland and in relation to any other Part hereof the Minister designated in such Part;

“Part” means a Part of this Agreement;

“person” means any person, firm, authority or body whether incorporated or not;

“refinery” means a refining plant in which bauxite is treated to produce alumina;

“related company” means a related company or related corporation, as either of those terms is defined by the Companies Act;

“the Reserve” means Reserve for the benefit of the Aboriginal Inhabitants of the State, Aurukun, Counties of Kendall, Lukin, Pera and Weipa, area about 7 503 square kilometres being Reserve (R.3) as shown on plan Pa.3 deposited in the Survey Office placed under the control of the Director as trustee as specified by Order in Council dated the twenty-fourth day of February, 1972;

“rivers” means the Watson and Archer Rivers and their respective tributaries;

“smelter” means an electrolytic reduction plant for the conversion of alumina to aluminium using alumina produced from bauxite;

“Special Bauxite Mining Lease” means the lease of land granted pursuant to the provisions of this Agreement for the purposes set out in clause 4 of Part III;

“Special Mining Purposes Lease” means a lease of land granted pursuant to the provisions of this Agreement for the purposes set out in clause 27 of Part III;

“the State” means the State of Queensland;

“the town” means the town established pursuant to the provisions of Part VI;

“the Treasurer” means the Treasurer of Queensland;

“the Tribunal” means the Tribunal constituted pursuant to clause 16 of Part VIII;

“the Water Act” means the *Water Act 1926–1975*.

(2) The singular includes the plural and the plural the singular.

(3) Any reference to an Act or Acts shall include that Act or those Acts and any Act amending or in substitution therefor.

**3. Statutory authorisation.** The making of this Agreement is authorised by the Parliament of the State expressed in an Act entitled the *Aurukun Associates Agreement Act 1975*.

**4. Exemption from stamp duty.** (1) In order to encourage and assist the Companies in providing for and carrying out the construction of the refinery referred to in clause 14 of Part III the following arrangements in respect of stamp duty or similar duty shall apply.

(2) The State shall exempt from stamp duty or similar duty this Agreement and any contract entered into by the Companies for the purposes of this Agreement or any document ancillary to such contract or in implementation thereof where the other party to such document or contract is the State, a State Corporation or State Instrumentality and any copy of the aforesaid documents.

(3) The Companies shall advise the Minister as necessary as to arrangements being or to be made to facilitate commencement of the construction of the refinery and from the time the Minister is satisfied that those arrangements are such that the construction of the refinery will proceed, or in the case of a dispute as from the time the Tribunal is so satisfied, the State shall exempt from stamp duty or similar duty documents as specified hereunder in this subclause which are executed after such time:

- (a) any document in respect of the borrowing or lending of money outside Australia for the purposes hereof;
- (b) any document relating to the transfer of the benefit hereof or any part hereof or any interest hereunder from the Companies or any or either of them to either or both of the other or others of them or to any other company or other companies;
- (c) any document relating to the transfer of any interest in any property, real or personal transferred or agreed to be transferred in connection with any such transfer;
- (d) any copy of any of the aforesaid documents.

In any case where the Companies or any of them have sought such exemption and the Minister and the Tribunal were not so satisfied, the State shall, if the Minister or the Tribunal subsequently becomes so satisfied, refund to the Company or Companies entitled thereto any stamp duty or similar duty which has been paid and which would not have been payable if the Minister or the Tribunal had been so satisfied in the first instance.

(4) (a) The exemption conferred upon the Companies pursuant to paragraphs (b), (c) and (d) of subclause (3) of this clause shall not apply to any agreement or document which shall have the effect of reducing the combined interests of Tipperary Corporation, Billiton Aluminium Australia B.V. and Aluminium Pechiney Holdings Pty. Limited in this Agreement or in and to the Special Bauxite Mining Lease below fifty per centum of the interests of all persons other than the State in and to such Agreement or Special Bauxite Mining Lease, or any document in connection with any such agreement or document.

(b) Upon the combined interests of Tipperary Corporation, Billiton Aluminium Australia B.V. and Aluminium Pechiney Holdings Pty. Limited becoming less than fifty per centum of the interests of all persons other than the State in and to this Agreement or the Special Bauxite Mining Lease the exemption granted by paragraphs (b), (c) and (d) of subclause (3) of this clause shall cease.

(c) For the purpose of the preceding paragraphs (a) and (b) of this subclause (4) the interests of Tipperary Corporation, Billiton Aluminium Australia B.V. and Aluminium Pechiney Holdings Pty. Limited and persons other than the State in this Agreement or the Special Bauxite Mining Lease may be either direct interests therein or indirect interests by way of shareholdings in a company or companies to which the interest of the Companies in this Agreement and the Special Bauxite Mining Lease have been or are to be transferred as the case requires.

(d) For the purpose of this clause, the proportionate interests of Tipperary Corporation, Billiton Aluminium Australia B.V. and Aluminium Pechiney Holdings Pty. Limited in the Agreement are forty per centum, forty per centum, and twenty per centum respectively, and shall not be deemed to be reduced in the case of a transfer under the provisions of subclause (1) of clause 7 of Part VIII.

(5) Notwithstanding anything to the contrary herein contained or implied the exemptions conferred in subclauses (2) and (3) of this clause shall cease and determine upon the commencement of operation of the refinery and for this purpose the Companies shall be deemed to have commenced operation of the refinery on that date which shall be the last day of the first period of thirty consecutive days during which the refinery shall have produced alumina for or on behalf of the Companies or either of them at an average daily rate equal to fifty per centum of the rated daily capacity of the said refinery. The "rated daily capacity" shall have the same meaning as in subclause (7) of the said clause 14 of Part III.

**5. Variation.** This Agreement may be varied pursuant to agreement between the Minister and the Companies with the approval of the Governor in Council by Order in Council and no provision of this Agreement shall be varied nor shall the powers and rights of the Companies hereunder be derogated from except in such manner.



PART II—PROPER CARE OF THE ENVIRONMENT

**1. Minister.** In this Part "the Minister" means the Premier of Queensland or the Minister of the Crown for the time being charged with the administration of the *State and Regional Planning and Development, Public Works Organization and Environmental Control Act 1971-1974*.

**2. Environmental studies.** (1) The Companies shall either themselves or by their servants and agents or by engaging the services of consultants approved by the Environmental Control Council (the body established pursuant to the *State Development and Public Works Organisation Act Amendment Act 1970* and continued in existence by the *State and Regional Planning and Development, Public Works Organization and Environmental Control Act 1971*) make environmental studies in accordance with the guide lines particulars whereof are set out in the First Schedule hereto to control the nature and extent of such studies.

(2) Such studies shall cover all sites included in and/or affected by any of the Companies' operations under and pursuant to this Agreement, provided that study in respect of a smelter within the State may be deferred until the investigations referred to in subclause (1) of clause 15 of Part III into the economic possibility of constructing and operating such smelter are being made.

**3. Reports on studies.** The Companies shall furnish to the Co-ordinator-General for transmission to the Minister and to other Ministers concerned and to appropriate statutory authorities reports on the environmental studies relating to—

- (i) all mining operations and associated activities;
- (ii) the refinery referred to in clause 14 of Part III;
- (iii) water supply to mine, refinery, harbour and town;
- (iv) harbour and harbour works;
- (v) town and service routes;
- (vi) land required for the purposes of this Agreement;
- (vii) smelter.

**4. Consents.** (1) The Companies shall not commence any mining or other development referred to in clause 3 of this Part II unless and until the Minister and the relevant statutory authorities have approved in writing the proposal of the Companies in relation thereto for the proper care of the environment.

(2) In case any question, difference or dispute shall arise in relation to such proposal the Companies may upon giving notice to the Minister require the Minister to, or likewise the Minister may after giving notice to the Companies refer such question, difference or dispute to the Tribunal save in those cases where appeal provisions are provided by law.

(3) For the purposes of subclause (2) of this clause, a question, difference or dispute shall be deemed to have arisen if in the opinion of the Companies such proposal has not been either approved or rejected by the Minister and the relevant statutory authorities within a reasonable time.

(4) Such proposal shall be enforced where necessary, through conditions applied in connection with those approvals, Special Bauxite Mining Lease, or other leases, permits, licences or rights to be granted for the operations of the Companies under and pursuant to this Agreement and is hereby authorised to be so enforced.

**5. Use of information in reports.** Information in the reports on environmental studies submitted to the Co-ordinator-General for transmission to the Minister and to other Ministers concerned and to statutory authorities may be used as the Minister or other Minister or statutory authority in his or its sole discretion sees fit, save that information which the Companies consider should be treated as confidential and which in the opinion of the Minister should be so treated will be made available only to the relevant Ministers or statutory authorities for their confidential information and the confidential information of their officers.

### PART III—SPECIAL BAUXITE MINING LEASE

**1. Minister.** In this Part "the Minister" means the Minister for Mines and Energy of Queensland or the Minister of the Crown for the time being charged with the administration of the Mining Act.

**2. Special Bauxite Mining Lease.** (1) Having prior to the execution of this Agreement satisfied the Minister that bauxite is present in commercial quantities and that there is available to the Companies from all sources an adequate supply of water for the purposes of this Agreement, and provided that the Companies shall prior to the execution of this Agreement have made due application therefor, there shall be granted to the Companies as tenants in common in the interests *inter se* in which they presently hold the Authority to Prospect forthwith upon the signing of this Agreement a Special Bauxite Mining Lease over the land specified in the Second Schedule hereto.

(2) The Companies shall contemporaneously with the grant of the said Special Bauxite Mining Lease surrender the said Authority to Prospect.

(3) Notwithstanding the provisions of subsection (3) of section 44 of the Mining Act the Companies shall have the right to disturb those parts of the surface of the Reserve included in the said Special Bauxite Mining Lease to the extent necessary to enable them to exercise all the rights and powers granted to them pursuant to this Agreement subject always to the terms of the agreement entered into between the Director as trustee of the Reserve and the Companies which is set out in the Third Schedule hereto.

**3. Initial term.** The initial term of the said Special Bauxite Mining Lease shall be forty-two years.

**4. Purposes of Special Bauxite Mining Lease.** The purposes for which the Special Bauxite Mining Lease shall be granted shall be—

- (a) for mining and treating all or any of the designated minerals other than coal and for all purposes necessary directly or indirectly effectually to carry on such mining and treatment;

- (b) for erecting thereon any houses, buildings, plant and machinery for use directly or indirectly in connection with such mining or treatment;
- (c) for constructing or erecting thereon any roads, works for the recovery of salt from sea water or other works whatsoever required by the Companies for any purpose necessary, directly or indirectly, to effectually carry on any of the Companies' operations as defined by this Agreement;
- (d) for any other purposes (whether manufacturing or otherwise) incidental to or connected with the carrying out within the Special Bauxite Mining Lease of all or any of the provisions or purposes of this Agreement and the carrying on within the Special Bauxite Mining Lease of the activities of the Companies hereunder.

**5. Form and content of Special Bauxite Mining Lease.** (1) Notwithstanding the provisions of any other Act or Regulation to the contrary, the Special Bauxite Mining Lease shall be in the form and contain the conditions set out in the Fourth Schedule hereto.

(2) As from the date on which they become entitled to the grant of the Special Bauxite Mining Lease and pending the issue of that Lease the Companies subject to the provisions of clause 4 of Part II shall be entitled to occupy the area to be comprised therein and to exercise all the rights and powers to be granted thereby.

(3) The lands comprised in Authority to Prospect Number 493M or in the Special Bauxite Mining Lease shall not be proclaimed to be or included within a mining field within the meaning of the Mining Act.

(4) The provisions of the Mining Act except insofar as they are varied or modified by this Agreement shall apply to this Agreement and to the Special Bauxite Mining Lease or a Special Mining Purposes Lease granted hereunder: Provided that should the Companies have carried out the terms of this Agreement the sections of the Mining Act relating to labour and expenditure shall not apply to the Special Bauxite Mining Lease or a Special Mining Purposes Lease granted hereunder.

**6. Renewal of Special Bauxite Mining Lease.** At a time not being earlier than five years nor later than one year prior to the date of the expiration of the term of the Special Bauxite Mining Lease the Companies may apply for a renewal of such Lease and subject to there being no existing breach or non-observance of any of the provisions of the Special Bauxite Mining Lease, the Governor in Council shall thereupon grant a renewal thereof for a period of twenty-one years from the date of the expiration of the said term upon the same conditions as apply during the said term (but excluding the provisions of this clause and those of clause 24 of this Part): PROVIDED HOWEVER that should circumstances prevailing at such time in the opinion of the Premier of Queensland alter significantly the factors upon which the environmental impact studies or the conditions for protection of the environment referred to in Part II were based, such further environmental impact studies as may be agreed upon between the Premier of Queensland and the Companies shall be undertaken by the Companies before the date of the expiration of the term of such Special Bauxite Mining Lease and such varied

conditions for protection of the environment as may be similarly agreed upon shall be applied to the renewal of such Special Bauxite Mining Lease for the said period of twenty-one years.

**7. Geological investigations before mining.** Save as is herein otherwise provided until such time as they commence mining operations for any of the designated minerals the Companies shall furnish to the Minister within three months after the date of expiration of each period of six months commencing on the date of commencement of the Special Bauxite Mining Lease particulars of any geological geochemical and/or geophysical investigations they make in relation to designated minerals on the Special Bauxite Mining Lease and upon surrender by the Companies to the State of any area comprised in the Special Bauxite Mining Lease other than an area on which the Companies have completed their mining operations for designated minerals, the Companies shall furnish to the Minister within three months of the date of such surrender the results of any such investigations made on the said area and also a print of each aerial photograph of the said area taken by or for the Companies in the course of such investigations.

**8. Geological investigations after mining commences.** The Companies shall either themselves or by their servants and agents or by engaging the services of consultants or contractors conduct such geological geochemical and/or geophysical investigations, surveys and/or boring, pitting and other testing on the Special Bauxite Mining Lease as they consider necessary for the mining of the designated minerals and make available to the Minister details of all investigations, surveys, boring, pitting and other testing and the result thereof including, in particular, plans showing the location and depth of all boring with available details of reduced levels and available details of the chemical composition of the designated minerals in each such boring and a determination and description of the areas considered by the Companies to contain bauxite of economic grade with estimated tonnages thereof. Such details and plans shall be furnished by the Companies to the Minister within six months after the thirty-first day of December each year during the term of the Special Bauxite Mining Lease. Such details and plans shall be submitted in the form of a report or reports.

**9. Survey for infrastructure.** The Companies shall either themselves or by their servants and agents or by engaging the services of consultants:

- (a) make such investigations and surveys as are necessary to locate the site or sites for ports, airfields, townships, plant and other facilities required for or in connection with the mining of the designated minerals and the production of alumina and other products and make available to the Minister for Tourism and Marine Services details of such investigations and surveys in so far as they relate to ports, harbours and harbour works;
- (b) make such investigations and surveys as they may consider necessary for determining the areas required for residential purposes to service the mining, treatment and other operations of the Companies;
- (c) have regard in carrying out such investigations and surveys to the conditions required for the proper care of the environment in terms of the guidelines detailed in the First Schedule.

**10. Reports.** Save as is otherwise hereinafter in this clause provided information and reports furnished by the Companies to the Minister in pursuance of the provisions of clauses 7 and 8 of this Part, shall unless otherwise agreed by the Companies, be treated as confidential by the Minister and his officers; information and reports supplied in respect of areas that have been surrendered under the provisions of this Agreement may be used as the Minister, in his sole discretion, sees fit.

**11. Rent.** The Companies shall pay a rent for all land held under the Special Bauxite Mining Lease—

- (a) during the first period of five years from the date of commencement of the Special Bauxite Mining Lease at the rate per annum of Three dollars (\$3.00) per square kilometre;
- (b) during the next period of ten years at the rate per annum of Six dollars (\$6.00) per square kilometre; and
- (c) thereafter at such rate per annum or part thereof not being less than Twelve dollars (\$12.00) per square kilometre and not more than Twenty dollars (\$20.00) per square kilometre as the Governor in Council on the recommendation of the Minister and having regard to all the then circumstances shall from time to time determine.

**12. Expenditure.** The Companies in carrying out their obligations under this Agreement shall during the currency of this Agreement expend either themselves or by or through any related company of any of the Companies or otherwise howsoever directly or indirectly whether on capital or revenue account not less than the following sums:

- (a) From the date of commencement of this Agreement and until the date (herein called "the expenditure date") which shall be the earlier of those dates being the date of commencement of the construction of a refinery pursuant to clause 14 of this Part and the date when the Companies shall commence mining operations within the bauxite field the sum of \$50,000 per annum;
- (b) As at and from the expenditure date—
  - (i) During the first year after the expenditure date—\$1,000,000;
  - (ii) During each of the second and third years after the expenditure date—\$1,250,000;
  - (iii) During each of the years from the fourth to the eighth (both inclusive) after the expenditure date—\$1,500,000;
  - (iv) During each of the years from the ninth to the eleventh (both inclusive) after the expenditure date—\$3,000,000;
  - (v) In each succeeding year—\$5,000,000.

**13. Royalty.** Notwithstanding the provisions of clause 6 of Part VIII the Companies shall pay to the Minister by way of royalty in respect of designated minerals won by the Companies a sum at the rates and in the manner from time to time prescribed by Regulations for the time being under the Mining Act in force in relation to royalty payable on minerals won from mining tenements.

**14. Refinery.** (1) The Companies shall cause to be completed such investigations and studies as may be necessary into the economic feasibility of establishing a refinery having a capacity for production of alumina of not less than 600 000 tonnes per annum and shall furnish to the Minister the results of all such investigations and studies (including all supporting particulars) on or before the thirty-first day of December, 1983.

(2) In addition to the investigations referred to in subclause (1) of this clause, the Companies shall as soon as practicable after the date of commencement of this Agreement endeavour to enter into negotiations with one or more of such other persons who hold mining leases, special bauxite mining leases or authorities to prospect for bauxite in and around the Cape York area of Queensland with a view to establishing a refinery jointly by the Companies and such person or persons in which the capacity for production of alumina by or on behalf of the Companies shall be not less than 600 000 tonnes per annum.

(3) The Companies subject to the provisions of clause 4 of Part II shall on or before the thirty-first day of December, 1983 either by themselves or in conjunction with one of the other persons referred to in the preceding subclause (2) of this clause commence the construction within the Special Bauxite Mining Lease or elsewhere within the State of such a refinery and shall cause such refinery to be completed on or before the thirty-first day of December, 1987.

(4) If on or before the thirty-first day of December, 1983 the Companies either by themselves or in conjunction with any of the other persons referred to in subclause (2) of this clause shall not have commenced the construction of the refinery there referred to, the Companies shall surrender the Special Bauxite Mining Lease and this Agreement shall as from such date be of no force and effect whatsoever and subject to the provisions of clause 19 of this Part and without prejudice to the rights of either the Companies or the State pursuant to any antecedent breach or cause of action neither the Companies nor the State shall have any claim against the other with respect to any matter or thing herein contained or implied.

(5) As a guarantee of the fulfilment of the Companies' obligation under the preceding subclause (3) of this clause the Companies shall on or before the thirty-first day of December, 1983 lodge with the Treasurer a performance bond in a form satisfactory to the Treasurer to the value of \$2,000,000.

(6) For the purposes of this clause the Companies shall be deemed to have completed the construction of a refinery if the Companies either themselves or through related companies or through a combination of one or more of the Companies and related companies of the other or others of them establish or cause to be established or participate either themselves or through related companies in conjunction with any other company or companies in the establishment or expansion of a refinery as defined by subclauses (1) and (2) of this clause (other than a refinery already established within the State as at the date of this Agreement) either within the Special Bauxite Mining Lease or elsewhere in the State.

(7) For the purposes of clauses 15 and 18 of this Part, the Companies shall be deemed to have commenced operation of the refinery referred to in subclause (3) of this clause on that date which shall be the last day of the first period of thirty consecutive days during which the refinery

shall have produced alumina for or on behalf of the Companies or either of them at an average daily rate equal to ninety per centum of the rated daily capacity of the said refinery or the thirty-first day of December, 1988 whichever is the earlier. The "rated daily capacity" shall mean one three hundred and sixty-fifth part of the annual output of alumina the refinery is designed to produce for or on behalf of the Companies.

**15. Smelter.** (1) The Companies shall cause to be made such investigations as may be necessary to ascertain the economic possibility of constructing and operating within the Special Bauxite Mining Lease or elsewhere in the State a smelter and shall furnish to the Minister the results of all such investigations (including all supporting particulars) within eight years from the date of commencement of operation of the refinery referred to in clause 14 of this Part. They shall also furnish to the Co-ordinator-General within such period the report referred to in clause 3 of Part II on the environmental studies in relation to a smelter.

(2) (a) After the expiration of the said period of eight years, the Companies shall, if required by the Minister from time to time at intervals of not less than five years from the first of such investigations and thereafter at intervals of not less than ten years from the preceding investigation make further investigations and furnish to him the results of all such investigations (including all supporting particulars) within six months after the dates of expiration of such intervals.

(b) If required by the Minister the Companies shall also make further environmental studies and furnish reports thereon to the Co-ordinator-General within similar periods.

(3) The Companies shall be deemed to establish or to have established a smelter if the Companies either themselves or through related companies or through a combination of one or more of the Companies and related companies of the other or others of them establish or cause to be established or participate in the establishment within the State, either by themselves or in conjunction with any other company or companies of a smelter such that the production capacity and the extent of the Companies' participation in the establishment thereof are to the satisfaction of the Minister.

**16. Certain obligations to cease on construction of smelter.** The obligations of the Companies under subclauses (1) and (2) of clause 15 of this Part shall cease if and when the Companies shall produce to the Minister evidence satisfactory to him that they have commenced the construction of a smelter within the State.

**17. Ancillary powers for refinery or smelter.** Subject always to the then existing rights of other persons and to existing statutory power in that behalf the State shall grant to the Companies all such leases, licences, authorities powers and rights (including rights to necessary minerals and water) as in the opinion of the Minister may be necessary or expedient for or conducive or ancillary to the creation, development and operation of any refinery or smelter constructed by the Companies pursuant to the provisions of clauses 14 and 15 of this Part.

**18. Export.** During the currency of the Special Bauxite Mining Lease the Companies not being in default with respect to the terms thereof or of this Agreement, may export from the State or have processed within the State at a refinery existing at the date of this Agreement quantities of beneficiated bauxite such that the total tonnages do not exceed the following quantities during the respective periods hereinafter mentioned—

- (a) From the date of commencement of the Special Bauxite Mining Lease until the thirty-first day of December, 1977 such quantities up to a total tonnage not exceeding two and one-half million tonnes in any year as shall be approved by the Governor in Council;
- (b) From the first day of January 1978 until the commencement of operation of the refinery referred to in clause 14 of this Part or the thirty-first day of December, 1987, whichever is the earlier quantities of beneficiated bauxite with a total tonnage not exceeding two and one-half million tonnes in any year;
- (c) During the period if any between the thirty-first day of December, 1987, and the commencement of operation of the refinery referred to in clause 14 of this Part such quantities up to a total tonnage not exceeding two and one-half million tonnes in any year as shall be approved by the Governor in Council;
- (d) From and after the commencement of operation of the refinery referred to in clause 14 of this Part quantities with a total tonnage equal to five tonnes of beneficiated bauxite for each tonne of alumina produced by or on behalf of the Companies or either of them in such refinery.

**19. Good mining practice restoration.** (1) The Companies in any operation for the mining of the designated minerals undertaken by them which involves the removal of the surface, shall operate with due regard to the proper care of the environment and in accordance with good mining practice and shall subsequent to such mining take all steps necessary to restore and to leave the surface of the mined areas (other than such parts as are in the opinion of the Minister reasonably required for use in storage of tailings, sludge and like substances) in a condition satisfactory to the Minister so that—

- (a) there are no abnormal batters or contours;
- (b) the surface soil existing prior to such mining is preserved and subsequently spread to maximum advantage over such mined areas in order to allow of regeneration of vegetation;
- (c) there shall be a minimum of interference with the natural drainage system except and unless where it is found expedient to use any mined area for the storage of water.

(2) (a) Subject to the foregoing provisions, mining shall be carried out in such a manner that the maximum area of land so mined which may remain unrestored at any time shall not exceed eighty hectares in the aggregate.



(b) Provided that in a case where land of an area less than eighty hectares has been so mined the maximum area of land which may remain unrestored at any time shall not exceed one-half of the area of land so mined.

(c) Restoration of all land upon which mining has been completed shall be performed within a period of twelve months of the date of completion of mining such land.

(3) The Companies shall take competent advice as to what steps are possible to encourage and promote regeneration of vegetation and shall proceed to progressively promote such regeneration to the satisfaction of the Minister.

(4) Roads, stock routes, streams and water courses shall not be interfered with except in accordance with an application made by the Companies to the Minister and approved by the Minister in writing and having regard to recommendations obtained from Departments administering such roads, stock routes, streams and water courses.

(5) (a) The Companies shall not later than one month prior to the date of commencement of mining operations lodge with the Minister security to the value of two hundred thousand dollars (\$200,000) to be held by the Minister during the term of the Special Bauxite Mining Lease for the due and proper performance by the Companies of the obligations in this clause 19 contained and hereinafter referred to as "the said obligations".

(b) Such security may be in the form of cash deposit banker's cheque or bank draft payable to the Minister Commonwealth Treasury Bonds or inscribed stock or a guarantee indemnity or bond in a form approved by the Crown Solicitor and by a bank or bonding or insurance company approved by the Minister.

(c) If at the expiration of the term of the Special Bauxite Mining Lease whether by effluxion of time, forfeiture, surrender or otherwise howsoever, the Minister is of the opinion that the Companies have defaulted in performing the said obligations or any of them the Minister may realise on such security and apply the proceeds thereof to making good such default. If after so applying such proceeds a balance remains such balance shall be paid to the Companies.

(d) If after realising on such security the proceeds thereof are not sufficient to enable the Minister to make good the default of the Companies in performance of the said obligations the Minister may cause to be done such work as in his opinion is necessary in that behalf and recover the costs thereof from the Companies as for a debt due to the Crown in any Court of competent jurisdiction.

(e) The Minister shall not be bound to invest any security or balance or part thereof capable of being invested but may do so at the written request of the Companies in which event the interest on such security or balance or part thereof shall be available to the Companies as and when it is received. The Minister shall not be held liable or answerable in any way for any loss on any security or balance or part thereof so invested nor for any loss of interest because of such security or balance or part thereof not being invested or renewed or for any other reason.

**20. Surface rights to others.** (1) The Companies shall in respect of the surface of any land within the Reserve of which they are or are deemed to be in possession permit persons so authorised by the Director as trustee of the Reserve to depasture stock and hunt game thereon provided that such depasturing of stock and hunting of game shall not interfere with the rights and obligations of the Companies under this Agreement.

(2) The Companies shall in respect of the surface of any land outside the Reserve of which they are or are deemed to be in possession permit persons so approved by the Minister to depasture stock thereon provided that such depasturing of stock shall not interfere with the rights and obligations of the Companies under this Agreement.

(3) Any person depasturing stock or hunting game within or outside the Reserve pursuant to the provisions of subclauses (1) and (2) of this clause 20 of this Part shall do so entirely at his own risk.

**21. Mines Regulation Act to apply.** The *Mines Regulation Act* 1964–1968 or any future amendments or modifications thereof shall extend and apply to all mines (as defined in that Act) on the Special Bauxite Mining Lease and the Companies shall perform and observe all and every the provisions of the said Act or any future amendments or modifications thereof in and about all such mines.

**22. Shell, shell-grit, etc.** The Companies shall have the right to win and use shell, shell-grit, coral and other calcium bearing minerals as may reasonably be required by the Companies for their purposes in such quantities and from such parts of the sea estuaries or any lands in or in the vicinity of the Special Bauxite Mining Lease as from time to time shall be specified by the Governor in Council.

**23. Mining Lease for coal.** (1) The Companies shall have the sole right, during the first ten years (hereinafter in this clause called “the said ten years”) of the Special Bauxite Mining Lease to prospect within the area of the Special Bauxite Mining Lease for coal and other solid fuel minerals required by the Companies for any purposes necessary, directly or indirectly, to effectually carry on any of the Companies’ operations as defined by this Agreement and to be granted Mining Leases under the Mining Act, or other appropriate titles provided by Statute. In the event of any Mining Lease for coal or other appropriate title for any other solid fuel mineral being granted, the term thereof shall be such that the expiry date thereof shall not extend beyond the expiry date of the term of the Special Bauxite Mining Lease and notwithstanding any prescribed limitation of area, the area may be such, in each case, as the Minister approves, but all the other provisions of the Mining Act and the Coal Mining Act or such other Statute, as the case may be, shall apply. Notwithstanding the provisions of *The Coal Industry (Control) Acts* 1948 to 1965 when any Mining Lease for coal or other appropriate title is granted to the Companies pursuant hereto, the Companies subject to the provisions of clause 4 of Part II shall be entitled, without any authority, permit, order or consent other than is provided by the appropriate Statute under which such Mining Lease or other title is granted, to open and operate any mine for coal or other solid fuel mineral for the purposes only of producing coal or other solid fuel mineral required by the Companies for any purposes necessary directly or indirectly, to effectually

carry on any of the Companies' operations as defined by this Agreement. The Minister shall take the necessary action to amend the area and description of the Special Bauxite Mining Lease as is rendered necessary by the granting to the Companies of a Mining Lease for coal or other title as herein in this present subclause provided.

(2) If at any time during the said ten years the Companies desire to abandon their rights under this clause within the area of the Special Bauxite Mining Lease the Companies may formally renounce their rights in writing addressed to the Minister and therefrom such rights shall cease.

(3) Upon completion of any prospecting undertaken by the Companies in pursuance of this clause, but in any case not more than six months after the expiration of the said ten years, the Companies shall furnish to the Minister, for permanent record, a comprehensive report detailing the nature and location of the work undertaken, complete results and plans of all work carried out and the conclusions reached.

(4) In the event of the Companies being granted pursuant to this clause a Mining Lease for coal or other appropriate title to any part of the area of the Special Bauxite Mining Lease so prospected for coal or other solid fuel minerals, the report mentioned in subclause (3) of this clause shall be in two sections, the first section to cover the areas granted, which shall be retained by the Minister for his confidential information only and not for release, and the second section covering the remainder of the area so prospected which shall in the Minister's discretion be available for public information upon the expiration of the said ten years or upon renouncement by the Companies of their rights to such area.

(5) Subject to the provisions of subclause (1) of this clause the Coal Mining Act shall extend to and apply to all coal mines (as defined in that Act) on a Mining Lease for coal and the Companies shall perform and observe all and every the provisions of the said Act or any future amendments or modifications thereof in and about all such coal mines.

**24. Renewal of Mining Lease for coal.** At a time not being earlier than five years nor later than one year prior to the date of the expiration of the term of the Special Bauxite Mining Lease and provided the Companies shall have exercised their right to a renewal thereof pursuant to clause 6 of this Part and subject to there being no existing breach or non-observance of any of the provisions of the Special Bauxite Mining Lease or of a Mining Lease for coal granted to the Companies pursuant to clause 23 of this Part the Companies may apply for a renewal of such Mining Lease and the Governor in Council shall thereupon grant a renewal of such Mining Lease for a period of twenty-one years from the date of expiry of the term thereof and upon the same conditions as apply during the said term (but excluding the provisions of this clause and those of clause 6 of the this Part) PROVIDED HOWEVER that should circumstances prevailing at such time in the opinion of the Premier of Queensland alter significantly the factors upon which the environmental impact studies or the conditions for protection of the environment referred to in Part II were based, such further environmental impact studies as may be agreed upon between the Premier of Queensland and the Companies shall be undertaken by the Companies before the

date of the expiration of the term of such Mining Lease and such varied conditions for protection of the environment as may be similarly agreed upon shall be applied to the renewal of such Mining Lease for the said period of twenty-one years PROVIDED FURTHER HOWEVER that nothing herein in this clause contained shall permit or be deemed to permit such Mining Lease to extend beyond the determination of the Special Bauxite Mining Lease.

**25. Rights without royalty.** The Companies shall be entitled without payment of royalty—

- (a) to win from the Special Bauxite Mining Lease timber (subject to the prior approval of the Director and of the Conservator of Forests) stone clay and gravel and other aggregate materials (whether or not containing any designated mineral) and to use such materials for the construction erection and maintenance of plant buildings roads and other works necessary directly or indirectly to effectually carry on any of the Companies' operations as defined by this Agreement; and
- (b) to draw water from the sea and estuaries in or adjacent to the Special Bauxite Mining Lease and to win and use any salt or other materials contained therein as may be required for the production by the Companies of alumina, aluminium or associated products or for any purpose necessary, directly or indirectly, to effectually carry on any of the Companies' operations as defined by this Agreement and also subject to the approval of the Governor in Council under the Harbours Act to use such water for cooling and other purposes and subject to the issue under the *Clean Waters Act 1971* of a licence to discharge the water so used.

**26. Other Mining Leases within Special Bauxite Mining Lease.**

(1) The State reserves the right to grant to a person other than the Companies any appropriate title within the Special Bauxite Mining Lease for any of the purposes of the Mining Act, in respect of any minerals other than any of the designated minerals, or for any purposes of *The Petroleum Acts 1923 to 1967* but before making any such grant shall advise the Companies and shall confer with them concerning such proposed grant.

(2) The State also reserves the right, as from the expiration of the first ten years of the term of the Special Bauxite Mining Lease, or the time of renouncement by the Companies of their rights under clause 23 of this Part to grant to any person other than the Companies any appropriate title within the Special Bauxite Mining Lease for any of the purposes of the Mining Act in respect of coal or other solid fuel mineral but before making any such grant shall advise the Companies and shall confer with them concerning such proposed grant.

(3) Any such title granted in pursuance of this clause shall be upon condition that operations carried out thereunder shall not—

- (a) disturb or interfere in any way with any deposits of the designated minerals (other than coal) unless—
  - (i) such disturbance or interference is limited only to displacement of any designated minerals (other than coal) and so that the displaced mineral shall be available to the Companies; or

- (ii) provision is made to reasonably compensate the Companies for any designated mineral (other than coal) which must necessarily become unavailable to the Companies;
- (b) interfere with or prejudice in any way the works or operations of the Companies;
- (c) prejudicially affect full enjoyment by the Companies of any other right or privilege conveyed to the Companies by this Agreement; or
- (d) impede or make more onerous the discharge by the Companies of any duty or obligation imposed on the Companies by this Agreement.

(4) Subject to the provisions contained in subclauses (1), (2) and (3) of this clause all rights of ingress and egress over the Special Bauxite Mining Lease for the purposes of the Mining Act, *The Petroleum Acts 1923 to 1967* and the Coal Mining Act are reserved to the Crown in the right of the State.

**27. Special Mining Purposes Leases.** (1) The State shall from time to time as and when required by the Companies and upon surrender by the Companies of such land from the Special Bauxite Mining Lease grant to the Companies Special Mining Purposes Leases in either of the forms set out in the Fifth Schedule hereto in respect of any part or parts of the land within the Special Bauxite Mining Lease to be used or reasonably required for the purposes of the town or as a site for plant, machinery or other works.

(2) Such Special Mining Purposes Leases may be of any shape or area and for any term approved by the Minister but shall be otherwise deemed to be Miners' Homestead Perpetual Leases under the *Miners' Homestead Leases Act 1913-1974* or any Act amending or modifying those Acts, and shall be subject in all other respects to the provisions of those Acts and shall be dealt with accordingly except that in the case of Special Mining Purposes Leases issued for the erection thereon of plant, machinery, or other works, the rental shall be the rate payable on mining leases granted under the Mining Act.

#### PART IV—PROVISIONS RELATING TO WATER

**1. Definitions.** In this Part unless the context otherwise requires, the several terms following shall have the meanings respectively assigned to them:

- “the Commissioner” means the Commissioner of Irrigation and Water Supply under and within the meaning of *The Irrigation and Water Supply Commission Acts 1946 to 1949*;
- “the Companies' requirements” means the water required for any purpose of or directly or indirectly in connection with operations under this Agreement or under any lease or other right granted hereunder (including water required for the Companies' employees and their dependents and for the town);
- “the Minister” means the Minister for Water Resources of Queensland.

**2. Companies' rights to water.** (1) Subject to the rights conferred upon the Commonwealth Aluminium Corporation Pty. Limited under the provisions of *The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957* and the rights conferred upon Alcan Queensland Pty. Limited under the provisions of *The Alcan Queensland Pty. Limited Act of 1965* and subject always to the right of persons residing or travelling in the vicinity of any natural sources to take water therefrom for their reasonable domestic and stock requirements, the Companies subject to the provisions of clause 4 of Part II shall have the right as hereinafter in this Part provided to obtain water from the rivers and any underground source of supply pursuant to licence granted in accordance with the applicable provisions of the Water Act within the Special Bauxite Mining Lease and within any lease or Special Lease granted for this purpose pursuant to clause 5 of Part VII. The Companies shall have the right to use, or otherwise dispose of water so obtained for any purpose of or directly or indirectly in connection with operations under this Agreement or under any lease or other right granted hereunder (including the supply of water to the town).

(2) (a) The Companies shall be entitled to mix and blend water obtained from the sources specified in subclause (1) of this clause, provided that the Companies shall be entitled to divert annually from the said sources a quantity of not more than 62 million cubic metres at a rate not greater than 200 000 cubic metres per day.

(b) In attaining the quantity of water actually required the Companies shall develop available supplies of artesian and shallow groundwater to limits determined from time to time by the Commissioner and considered by the parties at the time of formulating this Agreement to be—

- (i) artesian water up to 10 million cubic metres per annum at a rate not greater than 34 000 cubic metres per day;
- (ii) shallow groundwater supplies either with natural recharge only or with artificial recharge from the Watson River or other streams approved by the Commissioner up to 7.5 million cubic metres per annum at a rate not greater than 26 000 cubic metres per day.

(c) The limits set out in subparagraphs (i) and (ii) of paragraph (b) of this subclause (2) of clause 2 will be reviewed from time to time by the Commissioner as the Companies provide further data on these supplies and will be increased if considered practicable by the Commissioner.

(d) In determining the actual quantities which the Companies may be permitted to obtain from groundwater sources, the Commissioner shall ensure that supplies to other licensees are not unduly depleted and that the possibility of the intrusion of salt water into aquifers is avoided.

(e) In addition to the Companies' requirements, the Companies shall make provision to the extent of ten per centum of those requirements but not more than 2.5 million cubic metres per annum for supply of water to meet any demand which may be made for the supply of water for urban, industrial, mining or rural development other than that undertaken by the Companies. The Companies shall make provision for a proportionate part of such additional provision of ten per centum of their requirements from each source of supply that is developed.

(3) For the purposes of obtaining and conveying to and throughout the Special Bauxite Mining Lease and other lands howsoever held by the Companies pursuant to this Agreement the water to which they will be entitled under the provisions of this clause, the Companies shall, subject to the terms and conditions of the licence granted in respect thereof, have the right—

- (a) to drill wells and bores and to build weirs and/or dams and other works to provide water storage and to conserve the flow thereof;
- (b) to construct maintain and operate pumping stations, pipelines, reservoirs and other water supply works.

(4) At any time when there is flow into any such water storage there shall be passed downstream an amount of flow sufficient to meet riparian rights to downstream landholders, the requirements for any other user authorised by the Commissioner and any requirement to provide for fish movement and migration or the actual flow, whichever is the lesser. Such amount shall be released through any storage by means of outlet works approved by the Commissioner. Subject to the provisions of this clause and of the licence granted in respect thereof the amount of any flow to be passed through the storage or down the stream shall be fixed by the Commissioner.

(5) A licence granted under the Water Act to the Companies pursuant to their rights under the provisions of this clause and any renewal of such licence may be for a period not exceeding the term of the Special Bauxite Mining Lease granted to the Companies pursuant to this Agreement and of any renewal thereof.

(6) Plans, specifications and proposed capacities of any water supply works to be built by the Companies shall be subject to examination and approval of the Commissioner and the Companies shall be required to construct maintain and operate such works to the satisfaction of the Commissioner and in accordance with the conditions of the licence granted in respect thereof PROVIDED HOWEVER that the relevant Local Authority shall become responsible for the maintenance and operation of any such work constructed by the Companies for town water supply when any such work becomes, by way of agreement between the Companies and the Local Authority or otherwise, the property of the Local Authority.

(7) If the Companies wish to proceed with the construction of any water storage, the State reserves the right to negotiate with the Companies an arrangement whereby a larger water storage, if feasible, may be built by the State on the basis that the Companies shall contribute a capital sum of not more than the capital cost of a structure required to provide the safe annual yield needed for the Companies' requirements from that source together with a further quantity amounting to ten per centum of such annual yield.

(8) (a) The Companies shall have the right to collect and store in such water storage so constructed by them a quantity of water sufficient after allowing for losses during storage to ensure the availability at a constant daily rate of diversion of the annual quantities which the Companies are entitled under this Agreement to obtain from the stream upon which such water storage has been so constructed.

(b) In determining the amount of water required to be stored in any such water storage to ensure the daily rate of diversion required by the Companies, allowance shall be made for water which may be diverted or used by upstream landholders for stock domestic and house garden purposes and any other use authorised by the Commissioner and also the downstream requirements as set out in subclause (4) of this clause.

(9) The Companies shall have the right of appeal to the Land Court in respect of any decision by the Commissioner granting any future licence for diversion and/or storage of water from any river or stream above any storage provided by or for the Companies. Such appeal shall be instituted and determined in accordance with the provisions contained in that behalf by section 12 of the Water Act.

(10) The State shall ensure that any rights granted to any other person and any operations conducted by the State or by any other persons within the area within which the Companies have the right to obtain water in pursuance of this Agreement shall be so limited or controlled by the exercise of powers pursuant to the Water Act that the quantity of water being taken by the Companies in accordance with their entitlement under this Part in the opinion of the Commissioner is not unduly diminished.

(11) Subject to the provisions of the Water Act and of the *Acquisition of Land Act 1967-1969* for the purposes of investigating the availability of water and of constructing operating and maintaining any works authorised by this Part the State shall assist the Companies in gaining access with all necessary men transport materials and equipment to any river stream or source from which the Companies have the right to obtain water and the Companies shall reimburse the State for the amount of any compensation, attendant costs, and other incidental expenses (if any) payable by the State in consequence of any such assistance.

(12) The Companies shall not be under any liability to any person by reason of the fact that any land lawfully held by that person has been or is likely to be inundated as the result of works carried out by the Companies or required to be occupied by any pumping stations, weirs, storage basins, pipelines, roads or other requirements in pursuance of their rights under the provisions of this clause but the State shall where in the opinion of the Minister it is necessary to do so resume or otherwise acquire any such land under the provisions of the *Acquisition of Land Act 1967-1969* and/or the Land Act and/or the Water Act and where applicable *The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957* and such provisions shall apply and extend accordingly and the Companies shall reimburse the State for the amount of compensation, attendant costs, and other incidental expenses payable by the State in consequence of any such resumption.

**3. Water requirements to be notified.** The Companies shall not later than two years prior to the commencement of mining operations notify the Minister of the actual quantities of water which they will require to obtain from underground water sources and from each of the rivers, the total of which in respect of all sources shall not exceed 62 million



cubic metres per annum and the Companies shall thereafter have the right subject to the licences granted to the Companies by the Commissioner in respect thereof to obtain from all such sources the annual quantities stipulated in such licences.

**4. Bores, wells etc.** (1) The Companies shall have the right within the area within which they may obtain water in pursuance of this Agreement to sink bores and wells and to obtain water from underground sources subject to the terms of this Agreement and the terms and conditions of the licences granted to them by the Commissioner in respect thereof.

(2) (a) If the Companies desire to establish a bore or well on land howsoever owned by any person the Companies shall arrange to lease or purchase from such person such land whereon such bore or well is to be established together with any further area of land which may be required for ancillary works or access by the Companies.

(b) If the Companies are unable to arrange such lease or to effect such purchase, the State may take action to resume or otherwise acquire the land so required and the Companies shall reimburse the State for any compensation to be paid to any person arising from such resumption or acquisition together with any attendant costs and other incidental expenses incurred by the State in connection therewith.

(3) If the Commissioner issues a licence to the Companies for a bore or well, he shall ensure that the conditions of such licence shall be such that the annual supply available from existing licensed bores or wells within the sub-artesian district declared under Part VII of the Water Act, shall not in the opinion of the Commissioner be unduly reduced.

(4) If subsequently to the issue of a licence to the Companies under subclause (3) of this clause the Commissioner issues a licence to persons other than the Companies for the sinking of bores or wells or if the State sinks bores or wells, the Commissioner shall ensure that use of water from such bores or wells shall be so controlled that the supply available from the aquifers tapped by the Companies is not in the opinion of the Commissioner unduly reduced below the annual amount for which the Companies' bores and wells are licensed.

**5. Advice of yearly water use.** (1) The Companies shall at the thirtieth day of June and the thirty-first day of December each year and at any intervening date requested by the Commissioner provide him with details and results of investigations of surface and underground water supplies made by the Companies together with assessments of supplies available from such sources and including the location depth and stratigraphic details of each bore and well sunk and the results of any tests conducted of the yield and quality of water obtained from such bores and wells.

(2) The Companies shall in respect to each calendar year provide the Minister with the following particulars of their use of surface water and/or underground water from bores or wells sunk by them:—

(a) the quantity of water obtained each month from any river or stream and from other sources and information obtained on the quality of that water;

- (b) the quantity of water withdrawn or released from any storage each month and information obtained on the quality of that water; and
- (c) the quantity of water obtained each half year from any production bore for which a licence has been granted and information obtained on quality of that water.

(3) If the Companies shall neglect or refuse to perform or observe all or any of the provisions of this Part and on the part of the Companies to be performed or observed the Companies shall be liable to a penalty not exceeding one thousand dollars (\$1,000) for each or any such breach of which notice has been served on the Companies by the Commissioner and a further daily penalty not exceeding five hundred dollars (\$500) so long as any such breach continues after notice thereof and the amount of any such penalty may be recovered by the State from the Companies in an action as for a debt due to the Crown in the right of the State by the Companies in any Court of competent jurisdiction.

(4) In addition to the powers of the Commissioner under the Water Act, if the Commissioner is of the opinion that the Companies are at any time taking a greater quantity of water from any river, stream, underground supplies, or other source than such quantity or quantities as the Companies are permitted to take under this Part then notwithstanding any other remedy which may be available to the Commissioner he may take such action as he deems necessary to prevent the Companies so doing including rendering equipment used by the Companies inoperative but without damaging such equipment for the purpose of taking water.

**6. Surplus water.** Any surplus or waste water discharged by the Companies into any river or stream shall revert to the State without payment to the Companies.

**7. Right to discharge water.** Subject to the *Clean Waters Act 1971*, the Companies shall have the right to discharge drainage and other effluent into the sea, rivers and streams in or adjacent to the Special Bauxite Mining Lease.

**8. Cessation of rights on termination of Special Bauxite Mining Lease.** If at any time the Companies' Special Bauxite Mining Lease shall be forfeited as a result of a breach of the conditions thereof by the Companies, or if the Companies shall voluntarily surrender such Special Bauxite Mining Lease then in any such case the rights to water granted to the Companies pursuant to clause 2 of this Part shall cease and any water supply works constructed by the Companies—

- (a) outside the boundaries of the Reserve shall vest in the Commissioner or the relevant Local Authority as the case may be;
- (b) within the boundaries of the Reserve shall vest in the Director as trustee of the Reserve,

absolutely without payment of any compensation and any licence granted to the Companies in respect of any such works shall thereupon be deemed to be cancelled and annulled.

**9. Surrender.** (1) The Governor in Council may at any time or from time to time require the Companies to surrender to the Crown in the right of the State all or any of the works constructed by the

Companies under the provisions of this Part for the storage and distribution of water which have not or are not to become by way of agreement between the Companies and the Local Authority or otherwise the property of the Local Authority and which are outside the boundaries of the Reserve for the purpose of placing any such works under the control of the Commissioner who in respect of such works shall have and may exercise the powers conferred and shall be subject to the duties and obligations imposed on a Board by the Water Act.

(2) The Governor in Council may by Order in Council constitute a Water Supply Area in relation to any such surrendered works and may in substitution of the Commissioner constitute a Board in accordance with the provisions of the Water Act and the Board so constituted shall have and may exercise the powers conferred and shall be subject to the duties and obligations imposed on a Board by the Water Act.

(3) The Companies shall not be entitled to receive by way of compensation any capital sum for or in respect of the works so surrendered but in lieu thereof the Companies shall be entitled to receive from the Commissioner or from the Board referred to in the preceding subclause (2) of this clause 9, a supply of water, being not less than the quantity to which the Companies were entitled pursuant to any licence issued by the Commissioner in respect of such works pursuant to subclause (1) of clause 2 of this Part subsisting immediately prior to the surrender of such works at a price to be agreed upon from time to time and which shall have due regard to the expenditure by the Companies by way of principal and interest in the construction of such works and otherwise upon such terms and conditions as may be agreed upon from time to time. Should the Companies and the Commissioner or the Board as the case may be fail to agree as to price or as to terms and conditions of the said agreement or agreements such matter or matters shall be referred to the Tribunal.

(4) Particulars of any such surrender as aforesaid shall be published in the Government Gazette and upon such publication shall be judicially noticed.

**10. Water Act to apply.** Subject to the provisions of this Agreement the provisions of the Water Act shall apply but insofar as there shall be any conflict between the provisions of this Agreement and of the Water Act the provisions of this Agreement shall prevail.

#### PART V—PROVISIONS RELATING TO HARBOUR AND WORKS

**1. Minister.** In this Part “the Minister” means the Minister for Tourism and Marine Services of Queensland or the Minister of the Crown for the time being charged with the administration of the Harbours Act and the *Queensland Marine Act 1958–1972*.

**2. Harbour defined.** Subject to the provisions of *The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957* insofar as those provisions may be applicable as and when requested by the Companies, the State shall take action pursuant to the provisions of the Harbours Act to—

- (a) define the limits of a harbour over an area in the locality of Pera Head to be determined by the State after consultation with the Companies;

- (b) assign a name to that harbour; and
- (c) constitute a Harbour Board for that harbour which Board may be the Corporation of the Treasurer of Queensland being the corporation sole specified in section 11 of the Harbours Act.

**3. Survey and construction.** (1) Subject to the provisions of the Harbours Act the State as and when requested by the Companies and after the Companies shall have complied with the requirements of Part II shall arrange for the Harbour Board constituted as provided in clause 2 of this Part to—

- (a) survey and construct the harbour and any harbour works, including any channel, wharf, jetty, plant, stockpile area or other facility or facilities for storage, handling, loading or unloading of materials, requested by the Companies and necessary pilotage facilities and navigational aids subject, at all times, to the prior approval of the Minister; and
- (b) subject to clause 5 of this Part control, administer, manage, operate, maintain, use and regulate the use of such harbour and harbour works.

(2) The Minister shall in granting the approval specified in the preceding subclause (1) of this clause and the Harbour Board shall in carrying out such arrangements thereunder, have due regard to the proper care of the environment and to the orderly development of the harbour and the need to design the harbour and the harbour works so as not to prejudice any future harbour works which may be necessary to serve either the Companies or any other user.

(3) The provisions of subclauses (1) and (2) of this clause 3 shall not apply to any further harbour construction nor to further harbour works constructed by the Harbour Board for general use or use by some user or users other than the Companies, and no such further harbour construction or further harbour works shall prejudice the operation of the Companies under this Agreement.

**4. Agreement with Harbour Board.** The Harbour Board may enter into an agreement with the Companies whereby the Companies may carry out on behalf of the Harbour Board the construction of all or any of the works referred to in paragraph (a) of subclause (1) of clause 3 of this Part.

**5. Management of harbour works.** (1) The Companies shall enter into an agreement with the Harbour Board whereby the Companies shall subject to such agreement manage and maintain such harbour works.

(2) Any such agreement shall require the Companies to maintain such works at all times to the satisfaction of the Harbour Board.

(3) The Harbour Board shall have sole discretion to determine when and to what extent dredging maintenance within the harbour shall be carried out.

(4) The Harbour Board shall be authorised to determine whether, to what extent and the conditions under which other users may use the facilities referred to in paragraph (a) of subclause (1) of clause 3 of this Part subject to the condition that the Companies shall have priority of use to meet their reasonable needs.

**6. Lodgement of security deposit.** (1) The Companies shall when notified by the Harbour Board lodge by way of security deposit with the Harbour Board within seven days from the receipt of such notice amounts of money equivalent to costs incurred or estimated to be incurred by the Harbour Board during the ensuing three months from the date of the aforesaid notice for the survey and construction of the said harbour, harbour works and necessary pilotage facilities and navigational aids pursuant to clause 3 of this Part and to the amount of compensation paid or payable by the State together with all attendant costs and other incidental expenses incurred by the State pursuant to the provisions of clause 12 of this Part.

(2) The Harbour Board shall thereupon be at liberty to apply such security deposit moneys to the cost of the survey and construction of such harbour, harbour works, pilotage facilities and navigational aids and to the repayment to the State of such payment of compensation and of such attendant costs and other incidental expenses.

(3) In the event that at any time the Companies shall—

- (a) abandon, terminate or permanently cease their mining operations on the Special Bauxite Mining Lease, of which, failure by the Companies for a period of twenty-four consecutive months to ship any materials through the harbour shall be *prima facie* evidence; or
- (b) be wound up under the provisions of the Companies Act or corresponding legislative provisions of the place of incorporation otherwise than for the purpose of reconstruction, re-organisation, amalgamation or merger; or
- (c) admit to or notify the Minister in writing on behalf of the State that they have terminated, abandoned or ended or intend to terminate, abandon or end their use of the said harbour as contemplated by this Agreement or their mining operations pursuant to Part III of this Agreement,

then this Part of this Agreement shall be of no further force or effect and all security deposit moneys except those currently available to the Companies for refund in accordance with the Agreement contemplated under the provisions of clause 7 of this Part shall be forfeited to the Harbour Board and the Companies shall not have any claim in respect thereof.

**7. Terms of security deposit.** (1) Any such security deposit lodged as required pursuant to clause 6 of this Part shall be lodged by the Companies upon such terms and conditions as shall be agreed upon between the Companies and the Harbour Board and approved by the Governor in Council and failing agreement as determined by the Governor in Council by Order in Council. Such security deposit together with interest thereon at the rate specified in such Agreement shall be payable to the Companies only upon the due shipment through the harbour in each year of the minimum quantities of materials to be specified in such Agreement in order to secure the refund of such security deposit in full and upon due observance of the other terms and conditions of such Agreement. Such Agreement shall provide for the due forfeiture of any instalment of security deposit together with interest due thereon in any year in which the quantity of materials shipped through the harbour is less than the annual minimum quantity of materials as therein specified after the first full year of shipment.

(2) Any such Agreement shall further provide conditions appropriate to the circumstances including provisions relating to the retention of security deposit moneys, subsequent deferred repayments of retained security deposit moneys, repayments of total security deposit over a period of not less than twelve and one-half years and not more than twenty years and forfeiture after a period of twenty years.

**8. By-laws.** (1) The State will arrange with the Harbour Board for the making of By-laws relating to harbour dues. The amount of such dues shall be fixed from time to time by such By-laws and such By-laws shall provide for minimum payments by the Companies and any other substantial user or users in each financial year and the times at which such payments shall be made. The total amount of such minimum payments shall be sufficient to enable the Harbour Board to meet the expenditure hereinafter specified in this clause. The Harbour Board shall prepare a budget for each financial year in pursuance of the provisions of the Harbours Act and the only harbour dues levied in each financial year shall be those sufficient for the Harbour Board to meet the expenditure estimated to be incurred in such year in respect of—

- (a) interest and redemption on any loan liability incurred by the Harbour Board;
- (b) repayment of any instalment of security deposit and interest thereon;
- (c) control, administration, management, operation, maintenance, use, regulation of the use of, replacement and improvement of the harbour and the harbour works;
- (d) any surplus or deficit carried forward from the previous year; and
- (e) such reasonable provisions for future improvements of the harbour and harbour works and contingencies and for proper reserves as shall be approved by the Minister.

(2) The allocation of harbour dues levied pursuant to this subclause on the various users of the harbour shall be made on a fair and reasonable basis having regard to the relative costs and the factors referred to in clause 9 and in clause 12 of this Part.

**9. Use.** (1) Subject to the provisions of clause 5 of this Part the said harbour and harbour works shall be available for public use on such terms and conditions as may be authorised by the Harbour Board. Such public use shall not unduly delay or interfere with the shipments of the materials through the harbour pursuant to the Agreement between the Companies and the Harbour Board referred to in clause 7 of this Part. In authorising terms and conditions applicable to another substantial user or other substantial users of the harbour, the Harbour Board shall take into consideration but shall not be limited to the following factors:

- (a) that such other user or users should proportionately share by way of harbour dues or other equitable means the costs (including but without prejudice to the generality of the foregoing the costs of operation, management and maintenance) of existing facilities to be used by such other user or users;

- (b) that where existing facilities require to be extended to meet the requirements of such other user or users and such extended facilities would in the opinion of the Harbour Board not be needed or used by the Companies, any extra costs (including the costs of operation, management and maintenance) involved should not be a charge on the Companies;
- (c) the necessity to ensure that the ability to repay any security deposit contributed by the Companies to the Harbour Board or to service the capital debts of that Board is not impaired by the failure to fairly charge costs (including the costs of operation, management and maintenance) proportionately to the various users of the harbour or by the Board incurring substantial capital commitments for another user or users without taking proper security from such user or users for the servicing of such commitments.

(2) (a) At such time as it shall be agreed by the Harbour Board that another substantial user shall use the harbour and/or the harbour facilities and shall be provided with a stockpile area the Harbour Board shall license an area of the stockpile area to the Companies and a further area to such other user, provided that each licensed area shall be commensurate with the user's requirements to maintain a declared rate of export of materials.

(b) Such licence shall be subject to annual renewal by the Harbour Board at which time the area licensed may be varied having regard to the tonnage of materials to be exported during the licence period.

**10. Harbours Act to apply.** Subject to the provisions of this Agreement, the provisions of the Harbours Act shall apply to the Harbour and the Harbour Board but insofar as there shall be any conflict between the provisions of this Agreement and of that Act or any other Act relating thereto the provisions of this Agreement shall prevail.

**11. Harbour master.** Not later than the date on which the Companies shall commence to use the harbour the State shall provide and maintain a harbour master and subject to the provisions of paragraph (a) of subclause (1) of clause 3 of this Part, all necessary pilotage facilities and services for ships using the harbour. Such provision may be made on a part-time basis having regard to the volume of work involved.

**12. Land for harbour and harbour purposes.** (1) The Minister shall when requested by the Companies from time to time recommend to the Governor in Council and if no request shall then have been made the Governor in Council when the Governor in Council deems it advisable may by Order in Council require that such land as may reasonably be required for the purposes of this Part for the harbour and for the site or sites of wharves, jetties, pilotage facilities and other harbour works, plant or facilities for transport, receipt, storage, handling, unloading or loading of materials or for any purposes incidental thereto be surrendered by the Commonwealth Aluminium Corporation Pty. Limited or other the lessee for the time being of Special Bauxite Mining Lease No. 1 granted in terms of the provisions of *The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957* to the State pursuant

to the provisions of paragraph (b) of clause 57 of the Agreement referred to in that Act and any land so surrendered shall be land required for public purposes within the meaning of that clause 57 of that Act.

(2) Any lands acquired pursuant to the provisions of the preceding subclause (1) of this clause shall be vested by the State in the Harbour Board.

(3) The Companies shall be entitled to a lease at a peppercorn rental and pursuant to the provisions of the Land Act and/or the Harbours Act of such land so vested in the Harbour Board pursuant to the provisions of the preceding subclause (2) of this clause as the Harbour Board after consultation with the Companies considers necessary for the Companies' operations and which is not included in the harbour works as provided in paragraph (a) of subclause (1) of clause 3 of this Part. The term of years of any such lease shall be such that the expiry date thereof shall not extend beyond the expiry date of the initial term of forty-two years of this Agreement.

(4) The provisions of clause 7 of Part VII shall apply *mutatis mutandis* to an application by the Companies for renewal of a lease granted pursuant to the provisions of subclause (3) of this clause.

**13. Companies' powers.** Subject to the provisions of the Harbours Act and this Agreement and of the terms and conditions of the agreement entered into pursuant to clause 5 of this Part, the Companies subject to the provisions of clause 4 of Part II shall have the right to:

- (a) manage and operate the loading and unloading of vessels which enter or leave the harbour for the purposes of loading or unloading materials and for the purposes of this Agreement; and
- (b) subject to the By-laws of the Harbour Board provide tug services for vessels used for the purposes of this Agreement.

#### PART VI—PROVISIONS RELATING TO LOCAL GOVERNMENT

##### 1. Definitions. In this Part—

“the Minister” means the Minister for Local Government and Main Roads of Queensland;

“the townsite” means the site selected for a town and approved by the Governor in Council pursuant to the provisions of this Part;

“coastal lands” means the general area bounded by the south bank of Weipa Harbour in the north, the north bank of Archer Bay in the south, the Special Bauxite Mining Lease in the east and the Gulf of Carpentaria in the west.

**2. Town and public interest.** The State and the Companies acknowledge and agree that it will be necessary for a town to be constructed on a site either within the Special Bauxite Mining Lease or within the coastal lands and the State and the Companies hereby agree to co-operate as far as practicable in procuring the most suitable townsite having regard to the proper care of the environment and to the needs and convenience of the people who are or might become the inhabitants of the town and providing such town and town facilities.



**3. Townsite within Special Bauxite Mining Lease.** If having regard to the provisions of clause 2 of this Part the Companies shall be of the opinion that the most suitable location for the townsite in all the circumstances is within the Special Bauxite Mining Lease and if the State shall agree with such opinion the site so selected shall be and become the townsite.

**4. Townsite within coastal lands.** If having regard to the provisions of clause 2 of this Part the Governor in Council is satisfied that the most suitable location for the townsite in all the circumstances is a site within the coastal lands, the Governor in Council may pursuant to the provisions of paragraph (b) of clause 57 of the Agreement referred to in *The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957* require the Commonwealth Aluminium Corporation Pty. Limited or other the lessee for the time being of Special Bauxite Mining Lease No. 1 granted in terms of the provisions of that Act to surrender to the Crown in right of the State so much of the land within that Lease as may be required for Local Government functions and other public purposes including the establishment of a town at the place so selected by the Governor in Council. The Companies shall indemnify the State for any sum payable by the State to the said the Commonwealth Aluminium Corporation Pty. Limited or other the lessee of Special Bauxite Mining Lease No. 1 granted in terms of the provisions of *The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957* pursuant to the provisions of paragraph (c) of clause 57 of the Agreement referred to in that Act consequent upon the surrender of any land contemplated by this clause.

**5. Survey and town planning scheme.** When pursuant to the provisions of either clause 3 or clause 4 of this Part the location of the townsite has been determined the Companies shall at their expense prepare and submit to the Minister a survey of the townsite together with a general town planning scheme for the establishment of a town within such townsite.

**6. Development of town.** (1) The development of a town necessary to meet the operations of the Companies from time to time shall be carried out by the Companies at no cost to the Local Authority. Such development shall include roads, water supply, sewerage, drainage, recreation grounds and such other necessary urban infrastructure as shall be agreed upon by the Local Authority and the Companies.

(2) The Companies from time to time at a date or dates to be agreed upon between the Companies and the Local Authority shall hand over to the Local Authority for it to maintain and operate the various community facilities so constructed by the Companies.

(3) The facilities handed over shall become the property of the Local Authority except that in the case of facilities constructed within the boundaries of the Reserve, such facilities upon forfeiture, surrender or expiry of the Special Bauxite Mining Lease shall revert to the Director as trustee of the Reserve.

**7. Town planning.** The town planning scheme referred to in clause 5 of this Part shall be prepared in the manner as follows:

- (a) As soon as the location of the townsite has been determined and after the necessary resolution has been passed by the Local Authority, the Companies shall arrange for the said town planning scheme to be prepared by a qualified person approved by the Local Authority and in consultation with the Local Authority and the Director of Local Government, and shall meet all costs in connection therewith;
- (b) As soon as practicable after the scheme has been prepared, the Local Authority shall take all necessary steps required by the Local Government Act to have the town planning scheme for the town approved by the Governor in Council;
- (c) The Local Authority shall keep the Companies duly informed of all steps taken to obtain approval of the aforementioned town planning scheme;
- (d) The Local Authority shall not agree to any proposal, modification or alteration of the town planning scheme without first conferring with the Companies;
- (e) The Local Authority shall inform the Companies of all development applications of a substantial kind made in pursuance of the town plan and in particular shall give to the Companies prompt notice of any proposal for a modification or alteration in relation to any zone within the gazetted town plan area.

**8. By-laws.** (1) The Local Authority shall make and enforce all by-laws necessary for the proper good rule and government of the town.

(2) The Companies shall be at liberty to submit from time to time for the Local Authority's consideration, such draft by-laws as they may consider necessary or desirable.

**9. Financial arrangements.** (1) That part of the Local Authority Area comprising—

- (a) the Special Bauxite Mining Lease or other tenure of the Companies and the town developed by the Companies to service such Lease, or other tenure;
- (b) such additional land as may be agreed upon by the Companies and the Local Authority which may be necessary to ensure that the lands referred to in paragraph (a) of this subclause (1) are conterminous,

shall constitute a Division (not being a division for electoral purposes only) of the Local Authority Area in question and the provisions of the Local Government Act shall apply and extend to such Division accordingly.

(2) Should the Companies and the Local Authority fail to agree on any additional land to be included in such Division, the matter shall be referred by the Local Authority to the Minister who shall decide the question.

**10. Representation.** The Companies shall be entitled to nominate a representative/s on the Advisory Committee established under the Local Government Act to advise the Administrator of the Local Authority. If and when an elected Council is restored for the Cook Shire, replacing the Administrator, necessary arrangements will be made by the State to provide representation consistent with general policy for representations of individual divisions in other Local Authority Areas.

**11. Separate Local Authority.** A separate Local Authority may be constituted for the town by the Governor in Council by Order in Council, at such time as the Governor in Council may deem necessary.

#### PART VII—PROVISIONS RELATING TO LANDS

**1. Minister.** In this Part the term “the Minister” means the Minister for Lands, Forestry, National Parks and Wildlife Service of Queensland.

**2. Acquisition by agreement.** The Companies will endeavour to acquire by agreement with the owners any land, easements, licences, and other rights in respect of land required by the Companies for the purposes of this Agreement.

**3. Resumption.** Subject to the provisions of *The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957* if the Companies shall satisfy the State that they have been unable to acquire under reasonable terms and conditions any land, easement, licence or other right in respect of land (other than land, easement, licence or other such right required by the Companies for the purpose of establishing thereon the refinery referred to in clause 14 of Part III or the smelter referred to in clause 15 of Part III) and that such land, easement, licence or other right in respect of land is reasonably required for the purpose of this Agreement such land (other than land held from the Crown under the Mining Act), easement, licence, or other right in respect of land may be acquired or resumed by the State from the owners of the relevant land or the persons having any interest therein under the provisions of the *Acquisition of Land Act 1967–1969* and/or the Land Act to the same extent as if the purposes for which the same is required were a purpose set out in the Second Schedule to the *Acquisition of Land Act 1967–1969* and the provisions of both such Acts shall apply and extend accordingly. Any lands so acquired or resumed shall vest in the Crown in right of the State and any easements, licences, or other rights so acquired or resumed shall be in the name and for the benefit of the Companies. All the purchase money and compensation payable in respect of any land, easement, licence, or other right so acquired or resumed together with all attendant costs and other incidental expenses incurred by the Minister in effecting such resumption or acquisition shall forthwith be reimbursed by the Companies to the Minister. Before resuming or acquiring such lands, easements, licences, or other rights as aforesaid the Minister may require the Companies to deposit with him such moneys or such securities as are in his opinion sufficient to ensure the payment by the Companies of the moneys to be paid by the Companies as aforesaid. Provided that the powers contained in this clause shall be read and construed as in addition to and not in substitution for or diminution of the powers under clauses 2 and 4 of Part IV, clause 12 of Part V or clause 4 of Part VI.

**4. Special Leases consequent upon resumption.** The State shall in respect of any land so resumed or acquired by the State at the request of the Companies in accordance with clause 3 of this Part and the State may in respect of any other land which pursuant to the provisions of this Agreement may become vested in the Crown in right of the State grant to the Companies such Special Lease or lease of whatsoever tenure and on such terms and conditions as shall be fair and reasonable having regard to the purpose for which the said Special Lease or lease is required and to the proper care of the environment. The rent payable under such Special Lease or lease shall be such sum as shall be agreed between the Companies and the Minister and failing agreement, as determined by the Governor in Council who in fixing such rent shall have regard to expenditure made by Companies in payment of purchase money or compensation in respect of land to be transferred or leased.

**5. Dedication for public use.** Subject to clauses 2 and 3 of this Part the State shall as and when requested by the Companies in respect of any Crown land as defined by the Land Act which in the opinion of the Minister is reasonably required for any of the following purposes:

- (a) cutting and constructing thereon water races, pipelines, drains, dams, reservoirs, tramways, railways, haulage ways, roads, airfield and other improvements required and to be used for the purposes of this Agreement; or
- (b) pumping, raising or obtaining water to be used in connection with mining, treatment and transportation of ore and/or by-products and for purposes connected directly or indirectly therewith; or
- (c) establishing and operating a bore or bores and ancillary works for the purpose of water supply as provided for in clause 2 of Part IV,

dedicate to public use or as the case may be grant to the Companies such Special Lease or lease or other tenure, licence or permit which may be appropriate to the particular purpose and on such terms and conditions as the Companies shall be lawfully entitled to, having regard to the purposes for which the said land is required and to the proper care of the environment. The rent under any such lease or licence or fee under any such permit shall be fixed by the Minister.

**6. Special Lease co-extensive with Special Bauxite Mining Lease.** The term of any Special Lease or other tenure granted to the Companies under this Part shall be such that the expiry date thereof shall not extend beyond the expiry date of the term of the Special Bauxite Mining Lease.

**7. Renewal of Special Lease.** At a time not being earlier than five years nor later than one year prior to the date of expiration of the term of the Special Bauxite Mining Lease and provided the Companies shall have exercised their right to a renewal thereof pursuant to clause 6 of Part III and subject to there being no existing breach or non-observance of any of the provisions of the Special Bauxite Mining Lease or of any Special Lease or other tenure granted pursuant to the provisions of this Agreement the Companies may apply for and the State shall thereupon grant a renewal of any such Special Lease or lease or other tenure for a period of twenty-one years from the date of expiry of the term created by clause 6 of this Part and upon the same conditions as apply during the

said term but excluding the provisions of this clause PROVIDED HOWEVER that nothing herein in this clause contained shall permit or be deemed to permit any such Special Lease or lease or other tenure to extend beyond the determination of the Special Bauxite Mining Lease.

**8. Survey.** (1) All survey work and information necessary for the purpose of properly identifying any land included in the Special Bauxite Mining Lease or included in any other lease or other tenure granted pursuant to this Agreement, or to be surrendered or subdivisionally transferred at any time from the Special Bauxite Mining Lease or any other lease or other tenure shall be carried out or provided by or at the expense of the Companies.

(2) The requirements of *The Survey Co-ordination Act of 1952* and the Survey Co-ordination Regulations of 1955 shall apply to all surveys.

(3) The boundaries of the Special Bauxite Mining Lease and unless the Minister for Mines and Energy otherwise requires or approves the boundaries of any area surrendered under the provisions of this Agreement shall be delineated by an authorised surveyor determining as accurately as practicable the geographical co-ordinates of permanent monuments fixed by the Companies at each angle of such boundary or as near as practicable thereto, from which such boundaries can be described from aerial photographs or otherwise in such a manner that such actual boundaries can be accurately located at any time by reference to such permanent monuments and description. The permanent monuments or points described from such permanent monuments which can be accurately reinstated from such permanent monuments shall when delineated as above mark the actual angles of such boundary. Such permanent monuments shall be maintained by the Companies so that they are always readily available for use and in the event of any disturbance of them they shall be reinstated by the Companies.

(4) If the Minister for Mines and Energy at any time so requires the Companies shall define by actual survey on the ground at their expense, the whole or part of any boundary.

(5) In the event of any dispute arising as to the actual boundary of the Special Bauxite Mining Lease at any point, the Companies shall at their expense provide the necessary survey information to facilitate the settlement of the dispute.

**9. Freehold titles.** Nothing herein contained shall prevent the Companies or either of them from applying for acquiring or holding land in fee simple or upon any other form of tenure or any mining tenure or any other right, licence, privilege or concession whatsoever.

**10. Road dedication.** If the Companies shall be of the opinion that it is desirable that any area of land within the Special Bauxite Mining Lease be dedicated as a road or otherwise howsoever for public purposes, the Companies shall inform the Minister for Mines and Energy who if he agrees shall request the Companies to prepare at their expense a survey of the area to be so dedicated and to deliver up the instrument of the Special Bauxite Mining Lease so that upon the dedication of such area for such public purposes such instrument may be so endorsed. The Minister for Mines and Energy shall arrange with the Minister for Lands, Forestry, National Parks and Wildlife Service for the dedication of such area as a road or for such other public purpose. If at any time a road within

the Special Bauxite Mining Lease is closed, the State shall thereupon offer the land within the road to the Companies for re-inclusion in the Special Bauxite Mining Lease free of all costs and charges.

PART VIII—GENERAL

**1. Relevant law.** This Agreement shall be interpreted according to the laws for the time being in force in the State.

**2. Electric power.** If prior to the commencement of initial mining operations or expansions thereof or the commencement of any associated operation of the Companies electricity for the purposes of this Agreement can be supplied to the Companies by the State Electricity Commission or by an electricity authority empowered to provide a public supply of electricity at a price not exceeding the costs at which the Companies could produce their own electricity supply, the Companies may be required to take such supply from the State Electricity Commission or such electric authority provided that save as in this clause expressly provided nothing contained in this Agreement shall be construed as limiting in any way or to any degree the operation of *The State Electricity Commission Acts 1937 to 1965*, the *Electric Light and Power Act 1896–1972* and any right of the Companies conferred by this Agreement to produce and/or distribute electricity shall be subject to the provisions of those Acts.

**3. Supply of electricity.** If at any time after the date of commencement of this Agreement there exists the possibility that the State may have or may be likely to have a supply of electric power of not less than 100 megawatts (other than a supply of power for which the State is already committed or which is under option to some other person or persons) which might be made available at a concessional tariff for consumption by major new industries within Queensland, the State undertakes to inform the Companies thereof and to negotiate with the Companies for the supply of so much of such power as the State may have available and the Companies may reasonably require at a rate which will have regard to the size and characteristics of the load, such as load factor and interruptability, and its location, and the rates charged generally for industrial power for similar classes of load in Queensland, provided that such undertaking shall not restrict the right of the State at any time to negotiate a supply of power to other industries.

**4. Services by the State.** The State shall provide and maintain educational facilities and police for the town to be constructed pursuant to the provisions of clause 2 of Part VI on the same basis as that on which it normally supplies such facilities for a town of similar size.

**5. Ships.** Should they decide to purchase a ship or ships for the purpose of transporting in bulk any of their products or materials the Companies shall give consideration to the possibility of the construction

thereof within the State, and shall give to any suitable ship-building yards in the State the opportunity of tendering therefor. The Companies shall use their best endeavours to maintain any such ship or ships at ship repair facilities within the State.

**6. No discriminatory taxes.** The State shall not impose, nor permit nor authorise any of its agencies or instrumentalities or any local or other authority to impose discriminatory taxes rates or charges of any nature whatsoever on or in respect of the titles, property or other assets of the Companies, the products, materials or services used or produced by the Companies, the operations of the Companies or the conduct of business incidental thereto nor will it take or permit to be taken any other discriminatory action which would deprive the Companies of full enjoyment of the rights granted and intended to be granted under this Agreement.

**7. Assignment.** (1) Any of Tipperary Corporation, Billiton Aluminium Australia B.V. or Aluminium Pechiney Holdings Pty. Limited may at any time during the continuance of this Agreement transfer as of right the whole or any part of its respective rights and obligations under this Agreement and under the Special Bauxite Mining Lease and under any Special Mining Purposes Lease granted hereunder to any wholly owned subsidiary company of such transferor company; Billiton Aluminium Australia B.V. may similarly transfer as of right the whole or any part of its respective rights and obligations under this Agreement and under the Special Bauxite Mining Lease and under any Special Mining Purposes Lease granted hereunder to Billiton B.V., a company incorporated in the Netherlands, or to any wholly owned subsidiary company of Billiton B.V.; Aluminium Pechiney Holdings Pty. Limited may similarly transfer as of right the whole or any part of its respective rights and obligations under this Agreement and under the Special Bauxite Mining Lease and under any Special Mining Purposes Lease granted hereunder to Aluminium Pechiney, a company incorporated in France, or to any wholly owned subsidiary company of Aluminium Pechiney provided that following any transfer pursuant to this subclause (1) of this clause 7 the transferor shall, until released therefrom by the Governor in Council, remain liable to the State for the performance of the obligations of the transferor pursuant to this Agreement the Special Bauxite Mining Lease and any Special Mining Purposes Lease as the case may be as though such transfer had not been effected and provided further that prior to any such transfer the Companies shall notify the Minister giving details of such transfer.

(2) For the purposes of this clause 7 of this Part the term "subsidiary" shall have the meaning subscribed to it pursuant to section 6 of the Companies Act.

(3) Without prejudice to the rights of Tipperary Corporation, Billiton Aluminium Australia B.V. and Aluminium Pechiney Holdings Pty. Limited pursuant to the preceding subclauses (1) and (2) of this clause 7, the Companies and each of them may with the consent of the Governor in Council transfer the whole or any part of their respective rights and obligations under this Agreement and their respective interests in the Special Bauxite Mining Lease or in any Special Mining Purposes Lease granted hereunder. The Governor in Council as a condition of such consent to any application to a transfer of interest by the Companies or any of them may require the Companies to disclose the consideration of such transfer.

(4) A transfer to another company shall not be valid unless such company has been duly registered or recognised under the Companies Act.

Upon a transfer in pursuance of a foreclosure under a mortgage or other action by a secured creditor upon default by the Companies all contracts and agreements made and entered into by the Companies will stand firm and the interests of the mortgagees or of any person claiming under or through the mortgagees will be protected.

(5) Upon a transfer by any of the Companies duly effected pursuant to subclauses (3) and (4) of this clause 7 of the whole or any part of its rights and obligations under this Agreement the Special Bauxite Mining Lease and any Special Mining Purposes Lease granted hereunder the transferor shall without prejudice to its continuing liability for any antecedent breach cease thereafter to be liable for any such transferred obligations.

**8. Access across Comalco lease.** If at any time the Companies are unable to arrange with the Commonwealth Aluminium Corporation Pty. Limited for access from or to the internal boundary of a bauxite field as defined in the Agreement referred to in *The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957* to or from the coast for any of the purposes set out in this Agreement, the Minister for Mines and Energy shall exercise such powers as are conferred upon him to authorise such access.

**9. Access across Special Bauxite Mining Lease.** (1) If at any time any person is unable to arrange with the Companies for access across the Special Bauxite Mining Lease any other leases licences or rights held by the Companies for any purpose such person may make application to the Minister for Mines and Energy for permission for such access and the Companies shall at all times permit any person thereunto authorised by the Minister for Mines and Energy to have access over a route to be specified by the Minister for Mines and Energy across the Special Bauxite Mining Lease any other leases licences or rights held by the Companies provided that—

- (a) such right of access shall not interfere with any of the plant, installations, buildings, facilities, works or operations of the Companies;
- (b) the enjoyment by the Companies of any right or privilege hereunder or arising herefrom shall not be unfavourably affected thereby and the discharge by the Companies of any duty or obligation hereunder or arising herefrom shall not be impeded thereby; and
- (c) no part of the land comprised in the Special Bauxite Mining Lease which contains all or any of the designated minerals shall be used for the purpose of such right of access unless the person to be authorised as aforesaid has first—
  - (i) entered into an agreement with the Companies to compensate them for the loss of such designated minerals;
  - (ii) has removed or stacked such designated minerals in a position where they can later be readily removed by the Companies; or



- (iii) has entered into with the Companies other arrangements to the satisfaction of the Companies whereby the Companies' rights to mine the designated minerals will be effectively preserved.

(2) If pursuant to the provisions of clause 3 of Part VI the townsite is selected within the boundaries of the Special Bauxite Mining Lease all persons resident in or visiting the town shall at all times have free and full right and liberty to use all roads in the town.

**10. Surrender.** (1) (a) The Companies shall have the right at any time and from time to time to surrender to the Crown in right of the State some or all of the lands comprised in the Special Bauxite Mining Lease or in any other lease, licence, or other right held by the Companies.

(b) If such surrender is of part of the lands contained in the Special Bauxite Mining Lease or in any other lease, licence or right, the Companies shall furnish to the Minister for Mines and Energy a proper description and plan of the lands to be surrendered.

(2) The Governor in Council may from time to time require the Companies to surrender to the Crown in right of the State such lands from within the Special Bauxite Mining Lease or any other lease, licence or right as may be held by the Companies under or in pursuance of the provisions of this Agreement as may reasonably be required by the State for public purposes within the meaning of such term as defined by the Land Act provided however that before any such requirement is made by the Governor in Council the Minister for Mines and Energy shall unless otherwise agreed upon by the parties give to the Companies at least twelve months written notice of such proposed requirement. The Governor in Council as far as is practicable will not require the Companies to surrender to the Crown any such land which is reasonably required by the Companies for or in connection with the mining and treatment of bauxite the proof of which shall lie upon the Companies. The Companies upon being required to so surrender any specified land may offer to the State any other land within the Special Bauxite Mining Lease or within any other lease, licence or right in lieu of the land so required to be surrendered but unless the Governor in Council accepts the proposed surrender of such other land the Companies shall without any unnecessary delay surrender to the Crown the land specified by the Governor in Council.

(3) Upon any such surrender pursuant to the provisions of subclause (2) of this clause there shall be paid to the Companies by the State such sum or sums as shall be agreed upon by the Governor in Council and the Companies and failing such agreement as determined by the Tribunal as the value at the time of such surrender of any improvements (other than improvements which the Companies may remove pursuant to the provisions of clause 23 of this Part VIII) upon the land surrendered. The Companies shall not be entitled to compensation for or in respect of the land so surrendered or any designated minerals thereon or therein.

(4) So long as this Agreement shall remain in force the provisions of the *Acquisition of Land Act 1967-1969* or any Act amending the same or in substitution therefor shall not apply to any land comprised in the Special Bauxite Mining Lease or in any other lease, licence or right held by the Companies under or in pursuance of the provisions of this Agreement.

**11. Default.** (1) If the Companies shall within such time as is specified or if no time is specified then within such time as the Governor in Council (or on reference to the Tribunal in manner hereinafter provided the Tribunal) shall consider reasonable fail neglect or refuse to carry out their obligations pursuant to any provision of this Agreement, or of any condition contained in the Special Bauxite Mining Lease, other lease, licence or right granted to them pursuant to this Agreement, the Companies shall be deemed to be in default under the provisions of this Agreement and in any such case the Minister may give to the Companies notice in writing requiring the Companies to remedy such default within such reasonable time as may be determined by the Minister and specified in such notice.

(2) If the Companies shall fail neglect or refuse to comply with the provisions of any such notice within such time as is so specified the Governor in Council may grant an extension of time which in his opinion is reasonable or the Governor in Council may by notice in writing to the Companies determine this Agreement and thereupon subject as hereinafter provided the Companies shall forfeit to the Crown free from all mortgages encumbrances and charges all lands vested in the Crown and howsoever granted to or held by the Companies pursuant to this Agreement and the same shall vest in the Crown in right of the State accordingly and without prejudice to the rights of the State with respect to antecedent breaches the rights and obligations (other than continuing obligations pursuant to clause 19 of Part III) of the Companies under this Agreement shall thereupon cease and determine.

**12. Lease of forfeited lands.** Upon the determination of this Agreement in pursuance of the provisions of clause 11 of this Part and subject to the payment by the Companies of all moneys then owing by the Companies by way of rent royalty or otherwise in pursuance of this Agreement the Companies in respect of any lands immediately prior thereto held by the Companies under any lease granted to the Companies in pursuance of the provisions of this Agreement shall be entitled to apply for such lease or leases (and whether under the Mining Act, the *Miners' Homestead Leases Act 1913-1974* or any other Act of the State then in force) as it would then be competent for the Companies to apply for and hold subject to such mortgages encumbrances and charges as were immediately prior thereto in existence over the forfeited lands of which the lands comprised in such last mentioned lease or leases form part.

**13. Non-actionable default.** The Companies shall not be held to be in default under the provisions of clause 11 of this Part or to have failed to carry out any obligations under this Agreement nor shall the requirement to be complying with the provisions of this Agreement be operative if such default or failure is occasioned by act of God, floods, storms, tempests, war, riots, civil commotions, strikes, lockouts, shortage of labour, transport, power or essential materials, breakdown of plant or machinery over or in respect of which the Companies have no control.

**14. Relief.** Where by this Agreement any period of time is fixed during which the Companies are required to do any act matter or thing (including the expenditure of any sum of money) the Governor in Council if he is of the opinion that the Companies have been prevented or delayed by any of the causes referred to in the preceding clause 13 of this Part

VIII or by any other cause or circumstances for which the Companies cannot justly be held responsible from doing that act matter or thing (or making that expenditure) may grant to the Companies such extended time to do that act matter or thing (or make that expenditure) as he shall consider equal to the period of the prevention or delay and the Companies shall do that act matter or thing (or make that expenditure) within such extended time so granted by the Governor in Council, or the Governor in Council, if the circumstances so warrant, may cancel in whole or in part the Companies' obligation to do that act matter or thing (or make that expenditure) during such period as he may see fit and, where applicable, the terms and conditions of any performance bond lodged pursuant to the provisions of subclause (5) of clause 14 of Part III shall *mutatis mutandis* be and be deemed to be extended and amended accordingly.

**15. Reference to Tribunal.** (1) In case any question difference or dispute shall arise between the State and the Companies concerning any clause or any thing contained in this Agreement or the meaning or construction of any matter or thing in any way connected with this Agreement or the rights duties or liabilities of either the State or the Companies under or in pursuance of the provisions of this Agreement including any question whether either of the parties is in default under any provision of this Agreement save and except any matter or thing which under the provisions of this Agreement—

- (a) is in the discretion of or is required to be determined by the Governor in Council;
- (b) is expressed to be determined by the State or a Minister or the Crown Solicitor or the Director or the Commissioner of Irrigation and Water Supply or other person specifically named in this Agreement as the determining authority any such determination being hereby declared to be final and binding on the parties;

or if any matter whatsoever is by this Agreement required to be referred to the Tribunal then and in every such case such question difference or dispute matter or thing shall be referred to the Tribunal the constitution of which is hereinafter provided.

(2) In case any question difference or dispute shall arise between a Crown corporation, a Crown instrumentality, a Local Authority or a Harbour Board and the Companies concerning any matter or thing arising out of the provisions of this Agreement save and except any matter or thing which under the provisions of this Agreement—

- (a) is in the discretion of or is required to be determined by the Governor in Council;
- (b) is expressed to be determined by the State or a Minister or the Crown Solicitor or the Director or the Commissioner of Irrigation and Water Supply or other person specifically named in this Agreement as the determining authority any such determination being hereby declared to be final and binding on the parties;

then and in every such case such question difference or dispute may upon request made to the Minister by a Crown corporation, Crown instrumentality, a Local Authority, a Harbour Board or the Companies be referred to the Tribunal the constitution of which is hereinafter provided.

**16. Tribunal.** (1) The Governor in Council shall from time to time as required constitute a Tribunal to decide and determine all matters which by this Agreement are required to be or may be referred to the Tribunal for its decision.

(2) The Tribunal shall consist of either—

- (a) a Judge of the Supreme Court of Queensland appointed by the Governor in Council; or
- (b) a barrister of not less than seven years' standing appointed by the Governor in Council upon the recommendation of the Chief Justice of Queensland.

(3) The Tribunal may be assisted by assessors who shall make such recommendations to the Tribunal as they or any of them shall think fit.

(4) Upon each reference to the Tribunal such assessors shall be appointed to assist the Tribunal as are agreed upon between the Minister and the Companies. The Tribunal may appoint any assessor or assessors.

(5) The Tribunal after hearing the representations of all parties interested and considering the recommendations (if any) of the assessors shall make such recommendation and report to the Minister as is proper or such Order as is just.

(6) Every such Order of the Tribunal shall remain in force for such period as is fixed by the Order and every such Order shall be published in the Government Gazette and shall be binding upon all persons and shall have the force of law.

(7) The Minister may of his own volition and shall when required by the Companies refer to the Tribunal any matter requiring decision under the provisions of this Agreement.

(8) The Minister may at any time of his own volition or at the request of the Companies refer to the Tribunal for consideration and report to the Minister any matter relating to the undertaking of the Companies or otherwise arising under the provisions of this Agreement and the Tribunal shall make such report to the Minister as it thinks proper.

(9) The Tribunal shall be deemed to be a commission within the meaning of *The Commissions of Inquiry Acts, 1950 to 1954* and the provisions of such Acts shall apply to the Tribunal and all the proceedings thereof.

(10) (a) Every party to proceedings before the Tribunal shall unless the Tribunal otherwise directs pay his or its own costs. The Tribunal may order that any party to any proceedings pay (whether by way of a lump sum or otherwise) the whole or such part as the Tribunal may think fit of the costs of and incidental to those proceedings incurred by any other party thereto or any costs incurred by the Tribunal including the remuneration of any assessor or assessors.

(b) In case of difference as to the amount (other than a lump sum) of any costs directed to be paid as aforesaid such costs shall be taxed by a taxing officer of the Supreme Court of Queensland as if the proceedings before the Tribunal had been proceedings in the said Court. A direction or decision of the Tribunal insofar as it relates to costs may be enforced in the same manner as a Judgement or Order of the said Court.

(11) The State or the Companies shall not be entitled to commence or maintain any action or other proceeding whatsoever in respect of any claim dispute or question which under the provisions of this Agreement may be referred to the Tribunal until such claim dispute or question has been so referred and determined by the Tribunal and then only for the amount of money or other relief awarded by the Tribunal.

(12) Any Order of the Tribunal may upon the application of the State or the Companies be made an Order of the Supreme Court of Queensland and may be enforceable as such.

**17. Related Companies.** The Companies shall from time to time as necessity arises and also whenever required by the Governor in Council so to do furnish the Minister with a list of related companies within the meaning of this Agreement with evidence satisfactory to the Minister showing the interest which the Companies hold in any related company and the interest any related company holds in the Companies or either of them and the State may for the purposes of this Agreement rely and act upon the list of related companies as last furnished by the Companies or either of them.

**18. Quiet Enjoyment.** Subject to the due observance by the Companies of their obligations under this Agreement and subject also in the case of any leases licences or rights granted or extended under or in pursuance of the provisions of this Agreement to the due observance and performance by the Companies of the covenants and agreements on their part therein contained or thereby implied and of the respective Acts under which they are granted (except as modified by this Agreement) the State shall ensure that during the currency of this Agreement and as to any such leases licences or rights during the term thereof respectively the rights of the Companies under this Agreement and under such leases licences or rights as the case may be shall not in any way through any act of the State be impaired disturbed or prejudicially affected.

**19. Agreement with Director.** It shall be an obligation of the Companies under this Agreement and a condition of the Special Bauxite Mining Lease that the Companies shall carry out their responsibilities and obligations as defined in the agreement entered into between the Director and the Companies bearing date the                                  day of 1975, and set out in the Third Schedule to this Agreement.

**20. Notices.** Any notice consent requirement or writing authorised or required by this Agreement to be given or sent shall be deemed to have been duly given or sent by the State or the Governor in Council or any Minister if signed in the case of a notice by the State or the Governor in Council by the Premier of Queensland or in the case of a notice by any Minister by such Minister and forwarded by prepaid post to the Companies at their registered or principal offices in the State and by the Companies if signed on behalf of the Companies by the managing director a director general manager secretary solicitor or attorney of the Companies and forwarded by prepaid post to the Minister at his office in Brisbane in the said State and any such notice consent requirement or writing shall be deemed to have been duly given or sent on the day on which it would be delivered in the ordinary course of post.

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**21. Term.** The term of this Agreement shall subject to the provisions hereof be forty-two years which shall be deemed to have commenced on the date of commencement of this Agreement with the right of the Companies (subject to the provisions of this Agreement) at any time not earlier than five years nor later than one year prior to the expiration of the said term to give to the State written notice of their desire to extend the term of the Agreement for a further period of twenty-one years whereupon if there shall not at the time of the giving of notice be any existing breach or non-observance of any of the provisions of this Agreement, or of any condition contained in the Special Bauxite Mining Lease or other lease, licence or right granted to them pursuant to Part III by the Companies or by any assignee of the Companies or by any related company of either of them appointed to exercise any of the powers functions or authorities hereunder the term of this Agreement shall be extended accordingly upon the same terms and conditions but excluding the provisions of this clause.

**22. No partnership.** Nothing in this Agreement contained or implied shall constitute or be deemed to constitute a partnership between the State and the Companies or either of them. The liability of the Companies under this Agreement or any lease or licence granted pursuant to the provisions of this Agreement, shall be joint and several.

**23. Lessees' fixtures.** Save where expressly provided to the contrary in this Agreement any demountable improvements fixtures or fittings erected or constructed by the Companies upon land leased to the Companies pursuant to the provisions of this Agreement shall be and remain the property of the Companies who shall be entitled to take down remove and carry away all such improvements fixtures or fittings at any time prior to the termination of this Agreement or the expiration of the term (including any extended term) of this Agreement or within twelve months thereafter the Companies making good all or any damage caused or brought about by or arising out of such dismantling taking down removal and carrying away.

**24. Head notes not to apply.** This Agreement shall be read and construed without reference to the notes appearing in and at the beginning of the several clauses.

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## FIRST SCHEDULE

## GUIDELINES FOR ENVIRONMENTAL STUDIES

- (1) MINING OPERATIONS AND ASSOCIATED ACTIVITIES—
- (a) Description of present land use: The Companies will report on the present demands upon uses made of the land over which extraction of minerals will take place. They will clearly define the purposes for which the land is presently used and what its future utilisation could be if it were not to be mined for bauxite.
  - (b) Determination of areas of special environmental significance: The Companies will ascertain whether any part of the area to be used for mining or associated activities has any intrinsic value in terms of natural phenomena which may justify preservation. They will also ascertain the significance of previous aboriginal culture in the subject area.
  - (c) Fauna and flora studies: The Companies will assess existing flora and fauna in the area to be used for mining or associated activities and will indicate to what extent these have already been modified by former and current land uses, and will set out those mitigation measures which may be employed to maintain, or to enhance, or to minimally damage existing systems of flora and fauna.
  - (d) Landscape aspect and sociology: The Companies will record the present visual aspect of the subject area and will predict a comparison between this and the proposed modifications which will follow when overburden, plant, and stockpiles are introduced to the area. This study will indicate to what extent the careful selective retention of vegetation and some land forms can be expected to significantly improve the appearance of the mining operations, particularly as viewed from access roads, etc. Mitigation measures proposed to ameliorate noise and dust nuisances, and to enhance the social environment will be specified.
  - (e) Overburden management: The Companies will report on the initial and final configurations of overburden stockpiles in terms of the requirements specified in clause 19 of Part III, and will undertake studies to assess the most suitable plant species which will be employed for regeneration purposes.
  - (f) Plant, temporary stockpiles, ponds, etc.: Areas proposed to be given to these uses will be specified and reported upon by the Companies in terms of those environmental parameters, *mutatis mutandis*, specified in paragraphs (a), (b), (c), (d) and (e) of this Section. The report shall also include a description of mitigation measures proposed to be employed for the purpose of alleviating or removing pollutants caused by plant, temporary stockpiles, ponds, etc. insofar as water, air and noise pollution are concerned.
  - (g) Wash water, etc.: The Companies will report on the use and disposal of water relating to mining operations and associated activities.

- (h) Disposal of reject equipment and mine site wastes: The Companies will report on the intended fate of reject or obsolescent equipment at mine sites together with mine site wastes which, if left in place of last use, might become visually objectionable or hazardous to persons, stock or wildlife.

(2) THE REFINERY—

- (a) General requirements: The Companies will report generally upon existing conditions and proposed changes to the refinery site and environs in terms of the environmental parameters, *mutatis mutandis*, specified in paragraphs (a), (b), (c), (d), (f) and (h) of section (1) above.
- (b) Air quality: The Companies will report on the likely effects of refining operations on local and regional air quality.
- (c) Water Quality: The Companies will report on the nature and quantities and rate of discharge of all liquid effluents to water-courses and aquifers, which will emanate from the refinery and associated installations.
- (d) Slimes (red mud) ponds: The Companies will report on the pre-existing environmental conditions of the site or sites chosen for disposal of red mud in terms of the environmental parameters, *mutatis mutandis*, specified in paragraphs (a), (b), (c) and (d) of section (1) above. The nature, quantities and rates of discharge of slimes to the red mud ponds will be specified. All mitigation measures proposed to be taken in order to protect the adjacent environment from any ill-effects of any escape of material from these ponds will be fully reported.

(3) WATER SUPPLY TO MINE, REFINERY, HARBOUR AND TOWN—

The Companies will report upon the environmental effects on the land surface and upon existing watercourses where ponding is envisaged, and on underground aquifers where exploitation of such aquifers is proposed.

(4) HARBOUR AND HARBOUR WORKS—

The Companies will report generally on the existing conditions and proposed changes to the harbour site, both marine and terrestrial, in terms of the environmental parameters, *mutatis mutandis*, specified in paragraphs (a), (b), (c), (d), (f) and (h) of section (1) above, which report will also include the floristic and faunistic components of the marine environment. The Companies will report on those disturbances to the natural environment that are expected to be of a temporary nature during the work of construction, and those that are expected to be of a permanent nature: e.g. those caused by continuous dredging. The Companies will report upon mitigation measures proposed for the purpose of minimising adverse effects in both instances.

The Companies will specify those measures which will be employed to maintain water quality in the harbour and environs.

(5) TOWN AND SERVICE ROUTES—

The Companies will report on the existing conditions and proposed changes to the area proposed for the townsite and infrastructure in terms of the environmental parameters,



*mutatis mutandis*, specified in paragraphs (a), (b), (c), (d), (f) and (h) of section (1) above. This report will include reference to mitigation measures to be employed for the purpose of ameliorating adverse environmental effects in the following areas:

- Sociological effects of rapid increase in population;
- Effects on the natural environment of the region due to increased human pressure and intervention;
- Environmental effects of increased waste generation and associated problems of disposal and drainage;
- Sociological needs for recreation and aesthetics as a consequence of increased population;
- Sociological needs as they relate to indigenous employees.

(6) LAND REQUIRED FOR THE PURPOSES OF THIS AGREEMENT—

The Companies will report upon all land required for the purposes of this Agreement that is not specified in sections (1) to (5) above in terms of the environmental parameters, *mutatis mutandis*, specified in paragraphs (a), (b), (c), (d), (f) and (h) of section (1) and in sections (4) and (5) above.

(7) SMELTER—

The Companies will report generally on the existing conditions and proposed changes to the site of the smelter in terms of the environmental parameters, *mutatis mutandis*, specified in paragraphs (a), (b), (c), (d), (f) and (h) of section (1) and, as applicable, in sections (4) and (5) above. Particular attention will be paid to the pre-existing back-ground concentration of fluorine in the natural environment, and assessments made to determine the specific effects in increased fluorine concentrations in the subject region.

(8) CONSULTATION WITH ADVISORY BODIES AND ADMINISTERING AUTHORITIES—

For the purposes of detailing the environmental parameters specified in sections (1) to (7) above, and for the purposes of applying for a licence under any Statute, the Companies shall consult with the following Departments and Statutory Authorities of Queensland as may be appropriate:

- (a) Water Quality Council of Queensland
- (b) Air Pollution Council of Queensland
- (c) Department of Mines
- (d) Department of Health
- (e) Department of Primary Industries
- (f) Department of Irrigation and Water Supply
- (g) Department of Commercial and Industrial Development
- (h) Department of Harbours and Marine
- (i) Department of Aboriginal and Islanders Advancement
- (j) Department of Electricity Supply
- (k) Department of Forestry
- (l) Department of Lands.

The Companies shall also consult with any Local Authority likely to be affected by works undertaken by the Companies.

## SECOND SCHEDULE

## PARTICULARS OF LAND FORMING THE SPECIAL BAUXITE MINING LEASE

Parishes: Albatross, Rendel, Romilly, Stanmore, Gaspard, Rosmead, Sackville, Rossmore, Kokialah, Meta, Seaton, Rathmore, Field, Gormanston.

Counties: Archer, Kendall, Pera.

Area: About 1905 square kilometres. Commencing on the boundary of the Western Bauxite Field as established under "The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957" at a monument marked  $\triangle$ SBML 1-R<sup>1</sup> at Longitude about 141° 50' 25"E. Latitude about 13° 18' 30"S; about 342° 48', for about 17.3 kilometres to a monument marked  $\triangle$ SBML 1-T<sup>1</sup> at Longitude about 141° 47' 30"E, Latitude about 13° 09' 30"S; about 342° 49', for about 18.3 kilometres to a monument marked  $\triangle$ SBML 1-U<sup>1</sup> at Longitude about 141° 44' 30"E, Latitude about 13° 00' 00"S; about 60° 54' for about 12.8 kilometres to a monument marked  $\triangle$ SBML 1-D<sup>3</sup> at Longitude about 141° 50' 42"E, Latitude about 12° 56' 37"S; thence about 141° 04' for about 29.4 kilometres to a point at Longitude 142° 00' 55"E, Latitude 13° 09' 02"S; thence about 180° 00' for about 7.4 kilometres to a point at Longitude 142° 00' 55"E, Latitude 13° 13' 03"S; thence about 116° 11' for about 7.2 kilometres to a point at Longitude 142° 04' 29"E, Latitude 13° 14' 46"S; thence about 226° 31' for about 9.2 kilometres to a point at Longitude 142° 00' 45"E, Latitude 13° 18' 14"S; thence about 180° 00' for about 14.0 kilometres to a point at Longitude 142° 00' 45"E, Latitude 13° 25' 49"S; thence about 90° 01' for about 10.7 kilometres to a point at Longitude 142° 06' 39"E, Latitude 13° 25' 49"S; thence about 180° 00' for about 25.7 kilometres to a point at Longitude 142° 06' 39"E, Latitude 13° 39' 48"S; thence about 228° 51' for about 6.9 kilometres to a point at Longitude 142° 03' 47"E, Latitude 13° 42' 15"S; thence about 269° 59' for about 14.6 kilometres to a point at Longitude 141° 55' 40"E, Latitude 13° 42' 15"S; thence about 296° 19' for about 10.7 kilometres to a point at Longitude 141° 50' 25"E, Latitude 13° 39' 40"S; thence 360° 00' True for about 39.0 kilometres to the point of commencement at monument marked  $\triangle$ SBML 1-R<sup>1</sup>.

## THIRD SCHEDULE

## AGREEMENT BETWEEN DIRECTOR AND COMPANIES

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between the DIRECTOR OF ABORIGINAL AND ISLANDERS ADVANCEMENT of the State of Queensland (hereinafter called "the Director") of the First Part, TIPPERARY CORPORATION incorporated in Texas, United States of America, and registered in the State of Queensland and having its registered office at care of MacGillivray, Halligan and Thompson, Suite 506, 5th Floor, National Bank Building, 180 Queen Street, Brisbane, in the said State (hereinafter with its successors and permitted assigns referred to as "Tipperary") of the Second Part, BILLITON ALUMINIUM AUSTRALIA B. V. incorporated in Holland and registered in the State of Queensland and having its registered office at the 4th Floor, Shell House, 301 Ann Street, Brisbane, in the said State

(hereinafter with its successors and permitted assigns referred to as "Billiton") of the Third Part, and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED a Company incorporated in the State of New South Wales and recognized in the State of Queensland and having its principal office in Queensland at care of Messrs. John P. Kelly & Co., Solicitors, Prudential Building, Queen Street, Brisbane aforesaid (hereinafter with its successors and permitted assigns referred to as "Pechiney") of the Fourth Part.

WHEREAS:

- A. Tipperary, Billiton and Pechiney are or are entitled to be or become the holders as tenants in-common in the interests of FORTY PER CENTUM, FORTY PER CENTUM and TWENTY PER CENTUM of Authority to Prospect 493M issued pursuant to section 23A of *The Mining Acts 1898 to 1967* and section 12A of *The Mining on Private Land Acts 1909 to 1965*;
- B. The Companies having found deposits of bauxite over and under a considerable part of the surface of the area held under the aforesaid Authority to Prospect are about to enter into the Franchise Agreement to enable them to bring the said deposits into production and to produce bauxite and alumina if economically feasible;
- C. The aforesaid Authority to Prospect is situated either in whole or in part within the Reserve;
- D. In and about the month of August 1968 Tipperary after negotiations and consultation with the Council and Elders of the Aborigines at the Reserve, the Reverend J. E. Gillanders, the Superintendent of the Presbyterian Mission at the Reserve appointed pursuant to *The Aborigines and Torres Strait Islanders' Affairs Act of 1965 to 1967* (repealed), Mr. S. E. Edenborough of the Australian Presbyterian Board of Missions and the Director entered into two separate agreements (hereinafter referred to as "the letter agreements"), one with the Federal Secretary, Australian Presbyterian Board of Missions and the other with the Director which specified the conditions under which Tipperary was to be permitted access to the Reserve for the purpose of prospecting and otherwise developing the mineral resources within the said Authority to Prospect, and the assurances then given by Tipperary for the betterment of Aborigines within the Reserve;
- E. The letter agreements were never reduced to a formal agreement but consisted merely of an exchange of correspondence;
- F. Billiton and Pechiney desire to acknowledge their acquiescence in the letter agreements and jointly and severally with Tipperary accept the obligations as therein contained as joint holders of the said Authority to Prospect;
- G. In order to record, formally, the letter agreements and, in particular, the provision which the Companies propose to make for and towards the betterment of Aborigines upon the Reserve during the continuance of the Franchise Agreement, the parties have agreed to execute this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:—

**1. Interpretation.** In this Agreement unless the context otherwise requires the general terms following shall have the meanings respectively assigned to them:—

- “ Aborigine ” means an Aborigine as defined by the *Aborigines Act*;
- “ The Aborigines Act ” means the *Aborigines Act 1971–1975*;
- “ aboriginal site ” means an aboriginal site as defined by the *Relics Act*;
- “ Authority to Prospect ” means the Authority to Prospect No. 493M;
- “ the Companies ” shall when the context permits mean and include Tipperary, Billiton and Pechiney or other the persons for the time being entitled to the Authority to Prospect and/or the Special Bauxite Mining Lease;
- “ the Council ” means the Aboriginal Council for the Reserve established pursuant to the provisions of the *Aborigines Act*;
- “ designated minerals ” means bauxite and other ores of aluminium together with the ores of calcium and fluorine and coal and any other mineral found in combination or association with any of the aforementioned ores and required by the Companies for any purpose necessary, directly or indirectly, to effectually carry on any of the Companies’ operations as defined in the Franchise Agreement and also any mineral which the Governor in Council may at any time by Order in Council declare to be a designated mineral for the purposes of the Franchise Agreement or of any lease, licence or other right granted hereunder being a mineral similarly required by the Companies for any such purpose as aforesaid;
- “ financial year ” means the period from and including the first day of July in one year to and including the thirtieth day of June in the year next following;
- “ the Franchise Agreement ” means the Agreement about to be entered into between the State of Queensland of the First Part, Tipperary of the Second Part, Billiton of the Third Part and Pechiney of the Fourth Part which agreement will or is intended to be authorised by an Act to be styled the *Aurukun Associates Agreement Act* of the year in which it will be enacted;
- “ Land Act ” means the *Land Act 1962–1975*;
- “ Mining Act ” means the *Mining Act 1968–1974*;
- “ Minister ” means the Minister for Aboriginal and Islanders Advancement and Fisheries;
- “ Mission ” means the Presbyterian Mission at Aurukun or any other religious organisation in whose charge the management of the Reserve may have been placed pursuant to section 15 of the *Aborigines Act*;
- “ person ” means any person, firm, authority or body whether incorporated or not;

“ Relics Act ” means the *Aboriginal Relics Preservation Act of 1967-1975*;

“ relic ” means a relic as defined by the Relics Act;

“ the Reserve ” means Reserve for the benefit of the Aboriginal Inhabitants of the State, Aurukun, Counties of Kendall, Lukin, Pera and Weipa, area, about 7 503 square kilometres being Reserve (R.3) as shown on plan Pa.3 deposited in the Survey Office placed under the control of the Director as trustee as specified by Order in Council dated the twenty-fourth day of February 1972;

“ Special Bauxite Mining Lease ” means the Special Bauxite Mining Lease proposed to be granted to the Companies in terms of the Franchise Agreement over the land specified in the Second Schedule thereto;

“ the State ” means the State of Queensland;

the singular includes the plural and the plural the singular:

Any reference to an Act or Acts shall include that Act or those Acts and any Act amending or in substitution therefor.

**2. Agreement by the Companies.** The Companies shall in the exploitation of the designated minerals within the Authority to Prospect and pursuant to the Franchise Agreement:—

- (a) comply with the requirements of the Mining Act and of the Department of Mines in so far as the same are applicable to the Franchise Agreement;
- (b) pay to each Aborigine employed by the Companies the usual award rate of pay applicable to the particular trade occupation or calling of such Aborigine and when no award is applicable pay to such Aborigine a wage being not less than the minimum wage prescribed by law;
- (c) not later than the end of the third year of mining activity, pay to the Director on behalf of Aborigines THREE PER CENTUM of the net profits of the Companies from the Companies' mining operations conducted in on and about the Reserve. The first of such payments shall be made with respect to the third year of the Companies' mining and associated beneficiation activities and shall be made as conveniently as possible after the profit for such year has been struck. Subsequent payments shall be made annually thereafter. For the purpose of this paragraph net profits of the Companies shall be determined in accordance with accepted accounting practices and conventions applicable to mining and beneficiation activities in Australia. The certificate of the Companies' auditors as to the amount of net profits for any particular period shall be accepted by all parties as final and conclusive;
- (d) in the event of a termination of the Companies' operations under the Franchise Agreement whether by mutual agreement or otherwise, permit capital installations, fixtures and improvements (other than of a demountable nature)

- to remain and revert to the Director of Aboriginal and Islanders Advancement for the sole use and benefit of Aborigines on the Reserve without payment of compensation therefor;
- (e) not disturb any natural millable timber on the Reserve without the prior approval of the Director and the Conservator of Forests;
  - (f) conduct their operations upon the Reserve so as to cause as little inconvenience as practicable to the Aborigines upon the Reserve;
  - (g) give to the Director and the Mission at least six months notice in writing of those areas within the Special Bauxite Mining Lease required or about to be required for the exclusive use of the Companies for the purposes of the Franchise Agreement;
  - (h) refill test holes after samples have been taken so that the same will not constitute a hazard to horses and cattle;
  - (i) should further prospecting be necessary upon the Authority to Prospect within the Reserve, furnish to the Director and to the Mission a schedule specifying the approximate dates and locations upon which such work will be conducted;
  - (j) assure the good conduct of employees of the Companies; terminate the services of any employee or contractor guilty of misconduct and arrange for the immediate removal beyond the boundaries of the Reserve of any employee or contractor discharged for misconduct;
  - (k) not without the consent of the Director bring any alcoholic beverages upon the Reserve;
  - (l) prohibit the hunting of game upon the Reserve by their employees, agents and contractors, except in the case of emergency, without the prior consent of the Mission;
  - (m) consult with the Mission as to the proposed location of all roads and clearings for the passage of vehicles so that such roads and clearings will be useful not only to the Companies but also to the Mission and to Aborigines upon the Reserve in connection with their livestock operations and the building of fences;
  - (n) not damage any Leichhardt Pines or seedlings or other good stands of timber used by the Mission and the Aborigines as a source of lumber;
  - (o) exercise care to prevent grass and timber fires;
  - (p) prohibit the lighting of open fires by their employees agents and contractors between the first day of October in each year and the thirty-first day of December without prior consent of the Director;

and the Companies hereby undertake—

- (i) to employ employable Aborigines in positions and occupations which Aborigines are reasonably capable of filling, and to seek the advice and assistance of the Mission and the Council in the selection of such employees and the allocation of duties; and
- (ii) to encourage maximum participation by Aborigines in the employment opportunities within the Companies' activities on the Authority to Prospect; and

- (iii) where practicable to the Companies and by arrangement with the Mission, from time to time purchase stores fuel and sundry small goods from the Mission and hire dinghies and boats as needed; and
- (iv) to liaise with the Mission and the Council from time to time so that the work of the Mission and the Council and the work of the Companies within the Reserve can proceed with harmony and understanding and with the co-operation of the parties involved.

3. The Director, in his capacity as trustee of the Reserve, in consideration of the premises and of the agreements on the part of the Companies abovementioned, and pursuant to the powers vested in him pursuant to sections 29 and 30 of the Aborigines Act hereby:—

- (a) approves the proposed granting of a Special Bauxite Mining Lease to the Companies upon the terms and conditions of and pursuant to the Franchise Agreement; and
- (b) agrees to grant to the Companies and to their respective directors, officers, employees, agents, contractors, invitees and licensees permission to enter upon the Reserve for the purposes of permitting and enabling the Companies to carry out the terms and conditions of the Franchise Agreement.

4. In the event of a termination of the Companies' operations under the Franchise Agreement whether by mutual agreement or otherwise the Companies may remove capital installations fixtures and improvements of a demountable nature: Provided that if not so removed within a period of twelve months from the date of the termination such installations fixtures and improvements shall revert to the Director of Aboriginal and Islanders Advancement for the sole use and benefit of Aborigines on the Reserve without payment of compensation therefor.

5. (1) The Director and/or Council will from time to time inform the Companies of the location within the Reserve of all relics, sacred sites, contemporary sacred sites and aboriginal sites in upon or within the Reserve.

(2) The Companies will not nor will they cause or permit any employee agent or contractor of the Companies to enter upon, take, deface, damage, uncover, expose, interfere with, be in possession of, or disturb any relic, sacred site, contemporary sacred site, aboriginal site upon or within the Reserve or do any act likely to endanger any such relic or site.

6. The Companies recognize the inviolable right of Aborigines to live subject and according to the law, custom, religion and established practices of their respective tribes and the Companies agree to use their best endeavours to ensure that neither they, nor any of their employees agents or contractors commit any act or adopt any practice which is contrary to or disrespectful of any tribe, tribal law, custom or religion so far as the same is known to or revealed to the Companies, or is otherwise sacrilegious or offensive to any tribe, the Council or the Director.

IN WITNESS WHEREOF this Agreement is executed on the day and year first hereinbefore mentioned.

THE CORPORATE SEAL of the  
DIRECTOR OF ABORIGINAL AND  
ISLANDERS ADVANCEMENT has  
been hereunto affixed in the presence of:

Director

THE COMMON SEAL of TIPPERARY  
CORPORATION has been hereunto  
affixed by DUNCAN EDWARD IAN  
THOMPSON Assistant Secretary-  
Treasurer in the presence of:

Assistant Secretary-Treasurer

EXECUTED by BILLITON ALUM-  
INIUM AUSTRALIA B. V. by JACOB  
MICHAEL VANHOLLAND the duly  
constituted Attorney of the Company in  
the presence of:

BILLITON ALUMINIUM  
AUSTRALIA B. V. by its  
duly constituted Attorney

THE COMMON SEAL of ALUM-  
INIUM PECHINEY HOLDINGS PTY.  
LIMITED was hereunto affixed by  
authority of the Directors in the presence  
of a Director and  
a person authorised in that behalf.

Director



FOURTH SCHEDULE  
 QUEENSLAND  
 Mining Act 1968-1974

No.: .  
 Reg.: .  
 Vol.: .  
 Fol.: .

*Aurukun Associates Agreement Act 1975*

SPECIAL BAUXITE MINING LEASE

Mining District:

County:

Parish:

Area: square kilometres  
 (SUBJECT TO CONFIRMATION  
 BY SURVEY)

Date of Lease:

ELIZABETH THE SECOND, by  
 the Grace of God, Queen of  
 Australia, and Her other Realms  
 and Territories, Head of the  
 Commonwealth.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS in conformity with the provisions of Acts of Parliament of Our State of Queensland called the *Mining Act 1968-1974* and *The Petroleum Acts 1923 to 1967* and the *Aurukun Associates Agreement Act 1975* (hereinafter called "the said Acts") TIPPERARY CORPORATION a company registered in Our State of Queensland BILLITON ALUMINIUM AUSTRALIA B. V. a company registered in Our said State and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED a company incorporated in the State of New South Wales and recognized in Our State have made application to Us for a Lease of the Land in Our said State described in the Second Schedule hereinafter written for the purpose of mining for the designated minerals as defined in the Agreement referred to in the *Aurukun Associates Agreement Act 1975* other than coal.

AND WHEREAS We have consented to grant a Special Bauxite Mining Lease of the said Land for the purpose aforesaid for the term hereinafter mentioned at the rates of rental set forth in the Agreement referred to in the *Aurukun Associates Agreement Act 1975* (hereinafter called "the said Agreement") and under and subject to the covenants terms and conditions hereinafter mentioned and to the terms conditions exceptions reservations and provisoes in the said Acts and the Regulations made thereunder and in any other Acts affecting the same: NOW KNOW YE that in consideration of the premises and of the sum of  
 dollars                      cents paid to the Minister for Mines and Energy for the time being of Our said State (hereinafter called "the Minister") before the issue hereof as and for the rent of the said Land to the Thirty-first day of December AND ALSO in consideration of the Yearly Rent Royalties covenants provisoes and agreements hereinafter reserved and contained on the part of the said TIPPERARY CORPORATION, BILLITON ALUMINIUM AUSTRALIA B. V. and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED, their and each of their successors and permitted assigns to be paid observed and performed WE DO HEREBY for Us Our Heirs and Successors demise and lease unto the said TIPPERARY CORPORATION, BILLITON ALUMINIUM AUSTRALIA B. V. and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED, as Tenants in Common in the proportions of forty per centum, forty per centum and twenty per centum respectively, their

and each of their successors and permitted assigns (hereinafter designated "the Lessees") all those Lands more particularly described in the Second Schedule hereinafter written for all or any of the following purposes:

- (a) for mining and treating all or any of the designated minerals as defined in the said Agreement other than coal and for all purposes necessary directly or indirectly effectually to carry on such mining and treatment;
- (b) for erecting thereon any houses, buildings, plant and machinery for use directly or indirectly in connection with such mining or treatment;
- (c) for constructing or erecting thereon any roads, works for the recovery of salt from sea water or other works whatsoever required by the Lessees for any purpose necessary, directly or indirectly, to effectually carry on any of the Lessees' operations as defined by the said Agreement;
- (d) for any other purposes (whether manufacturing or otherwise) incidental to or connected with the carrying out within this Special Bauxite Mining Lease of all or any of the provisions or purposes of the said Agreement and the carrying on within this Special Bauxite Mining Lease of the activities of the Lessees.

Saving reserving and excepting always unto Us Our Heirs and Successors and unto the Minister and to any and every person or persons appointed by him in that behalf liberty at all times during the continuance of this demise to enter into and upon the Land hereby demised and all Mines and Works therein or thereon in order to view and examine the condition thereof and for that purpose to make use of all or any railways tramways or roads or every and all machinery upon the said Land or belonging to the said Mines and also to use or make any levels drifts or passages requisite for the purpose of any such inspection TO HAVE AND TO HOLD the said Land and Mines and all and singular other the premises hereinbefore mentioned and hereby demised with the appurtenances unto the said Lessees, for the full term of Forty-two years from the            day            , 1975 which said term shall be renewable for a further period of Twenty-one years subject to there being no existing breach or non-observance of any of the provisions of this Special Bauxite Mining Lease and upon such terms as are expressed in the said *Aurukun Associates Agreement Act 1975* reserving saving and excepting unto Us Our Heirs and Successors all minerals other than designated minerals excepting coal found in the Land herein demised YIELDING AND PAYING unto Us Our Heirs and Successors in each and every year during the continuance of this Lease in advance prior to the First day of January into the hands of the Minister in Brisbane in Our said State the Yearly Rent at the rates set forth in the said Agreement AND in addition thereto also yielding and paying unto Us Our Heirs and Successors during the said term Royalties at the rates and in the manner set forth in the said Agreement AND WE DO HEREBY ALSO RESERVE unto Us Our Heirs and Successors and to such persons as shall from time to time be duly authorised by Us in that behalf during the term of the said Lease the free right and privilege of access including ingress egress and regress into upon over and out of the said Land for the purpose of searching for and for the operations of obtaining any minerals other than designated minerals (subject to the provisions of subclause (2) of clause 26 of Part III of the said Agreement) in any part of the said Land PROVIDED ALWAYS THAT these Presents are granted upon the following covenants that is to say—Upon condition that the said Lessees

shall well and truly pay or cause to be paid unto Us Our Heirs and Successors the Rent and Royalties hereby reserved when and as the same shall become payable in the manner hereinbefore appointed for that purpose AND ALSO that the said Lessees do and shall use the said Land continuously and bona fide for the purposes for which the same is demised as aforesaid and in accordance with the said Acts and Regulations and for no other purposes AND ALSO that the said Lessees shall not assign underlet or part with the possession of the Land hereby demised or any part thereof except in accordance with the said Agreement AND ALSO do and shall during the continuance of this demise work the said Land as provided in the said Agreement AND ALSO shall permit and suffer all or any person or persons appointed by the Minister for the time being of Our said State in that behalf and the Warden for the time being within whose jurisdiction the land hereby demised is situate at all proper and reasonable times during the continuance of this demise and whether the Mines are working or not without any interruption or disturbance from the Lessees, their agents, servants or workmen or any of them to enter into and upon the said Mines and all works and buildings connected therewith or any part thereof to view and examine the condition thereof and whether the said Mine or Mines is or are worked bona fide for the purposes aforesaid and for that purpose to use all and every the tramways railways roads or ways and all or any of the machinery and works in and upon the said Land AND ALSO shall observe such further special conditions as are particularly described in the First Schedule hereinafter written:

FIRST SCHEDULE  
SPECIAL CONDITIONS

The conditions of the within Special Bauxite Mining Lease shall be those set out in the Agreement, the Schedule to the *Aurukun Associates Agreement Act 1975*.

SECOND SCHEDULE

Name of Special Bauxite Mining Lease:

Description of the approximate location of the boundaries and area of the land demised:

Description by survey of the land demised:

as shown on the diagram and plan Catalogue Number                      held  
at the Department of Mines, Brisbane.

IN TESTIMONY WHEREOF, We have caused this Our Lease to be Sealed with the Seal of Our said State.

WITNESS Our Trusty and Well-beloved His Excellency Sir COLIN THOMAS HANNAH, Air Marshal on the Retired List of the Royal Australian Air Force, Knight Commander of Our Most Distinguished Order of Saint Michael and Saint George, Knight Commander of Our Most Excellent Order of the British Empire, Companion of Our Most Honourable Order of the Bath, Governor in and over the State of Queensland and its Dependencies in the Commonwealth of Australia, at Government House, Brisbane, in Queensland, aforesaid, this

day of                      , in the                      year of Our Reign,  
and in the year of Our Lord one thousand nine hundred and

FIFTH SCHEDULE  
No. 1  
QUEENSLAND

No.: .  
Vol.: .  
Fol.: .

*Aurukun Associates Agreement Act 1975*  
and  
*Miners' Homestead Leases Act 1913-1974*

SPECIAL MINING PURPOSES LEASE for the purposes of erection of mining plant treatment plant machinery harbour or other works

County: } ELIZABETH THE SECOND, by  
Parish: } the Grace of God, Queen of  
Area: square kilometres } Australia and her other Realms  
Date of Lease: } and Territories, Head of the  
Commonwealth.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:  
WHEREAS in conformity with the *Aurukun Associates Agreement Act 1975* and the *Miners' Homestead Leases Act 1913-1974* (hereinafter called "the said Acts") TIPPERARY CORPORATION a company registered in Our State of Queensland, BILLITON ALUMINIUM AUSTRALIA B.V. a company registered in Our said State and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED a company incorporated in the State of New South Wales and recognized in Our State of Queensland are now entitled to a Lease of the Land hereunder particularly described as a Special Mining Purposes Lease at the rent and under and subject to the covenants, terms, and conditions hereinafter mentioned:

NOW KNOW YE that in consideration of the premises, WE DO HEREBY, for Us, Our Heirs and Successors, demise and lease unto the said TIPPERARY CORPORATION, BILLITON ALUMINIUM AUSTRALIA B.V. and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED as Tenants in Common in the proportions of forty per centum, forty per centum and twenty per centum respectively, their and each of their successors and permitted assigns (the same being hereinafter designated "the Lessees") all that piece of Land in Our said State containing by admeasurement be the same more or less, situated in the County of and Parish of being Lease Number on the Warden's Register:

TO HAVE AND TO HOLD unto the Lessees their successors and permitted assigns as a Special Mining Purposes Lease for the full term of years as from the day of One thousand nine hundred and with, under, and subject to the reservations hereinafter particularly mentioned, and with, under, and subject to the several rights, powers, privileges, terms, conditions, provisions, exceptions, restrictions, reservations and provisoes, contained or implied in the said Acts, and to all other rights, powers, privileges, terms, conditions, provisions, exceptions, restrictions, reservations and provisoes referred to, contained or prescribed in and by the said Acts and the *Mining Act 1968-1974*, and *The Petroleum Acts 1923 to 1967*,

or any Regulations made or which may hereafter be made under such Acts, or any of them save and except that there shall be no limitation as to area or shape:

YIELDING AND PAYING unto Us, Our Heirs and Successors, by way of rental a sum at the rate and in the manner from time to time prescribed by Regulations for the time being under the Mining Act in force in relation to rental payable in respect of a Mining Lease.

PROVIDED ALWAYS, and We do hereby reserve unto Us, Our Heirs and Successors, all minerals (the term "mineral" to have the same meaning as in the *Mining Act 1968-1974*) and all petroleum (the term "petroleum" to have the same meaning as in *The Petroleum Acts 1923 to 1967*) and all helium found in association with petroleum on or below the surface of the said Land, and all mines of minerals on or below the surface of the said Land: AND WE do hereby also reserve unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf at all times, the free right and privilege of access, including ingress, egress, and regress, into, upon, over and out of the said Land, for the purpose of searching for or working minerals, or any of them, or mines of minerals, or any of them, and of searching for, and for the operations of obtaining petroleum in, on and over any part of the said Land: AND WE do further reserve the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever, or to make any survey, inspection or examination of the same: PROVIDED FURTHER and notwithstanding anything hereinbefore contained it is hereby agreed and declared that the Lessees may surrender this Lease at any time in respect of the whole or any part of the Land hereby demised upon giving to the Minister for Mines and Energy (or other Minister of the Crown for the time being administering the Mining Act) written notice of their intention so to do and in the case of a surrender as to part only of the said Land the rent hereby reserved shall abate by an amount which bears the same proportion to the said rent as the area of land surrendered bears to the area of Land hereby demised: PROVIDED LASTLY that in the case of forfeiture or other determination of this Lease the Lessees shall have the right to be exercised within twelve months from the date of such forfeiture or other determination to remove from the said Land all demountable improvements fixtures or fittings erected or constructed by the Lessees on such Land.

IN TESTIMONY WHEREOF We have caused this Our Lease to be Sealed with the Seal of Our said State.

WITNESS Our Trusty and Well-beloved His Excellency Sir COLIN THOMAS HANNAH, Air Marshal on the Retired List of the Royal Australian Air Force, Knight Commander of Our Most Distinguished Order of Saint Michael and Saint George, Knight Commander of Our Most Excellent Order of the British Empire, Companion of Our Most Honourable Order of the Bath, Governor in and over our State of Queensland and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this            day of            in the            year of our Reign, and in the year of Our Lord One thousand nine hundred and

FIFTH SCHEDULE

No. 2

QUEENSLAND

No.: .
Vol.: .
Fol.: .

Aurukun Associates Agreement Act 1975
and

Miners' Homestead Leases Act 1913-1974

SPECIAL MINING PURPOSES LEASE for residential or business purposes.

County:
Parish:
Area: square kilometres
Date of Lease:
} ELIZABETH THE SECOND, by
the Grace of God, Queen of
Australia and her other Realms
and Territories, Head of the
Commonwealth.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS in conformity with the Aurukun Associates Agreement Act 1975 and the Miners' Homestead Leases Act 1913-1974 hereinafter called "the said Acts" TIPPERARY CORPORATION a company registered in Our State of Queensland, BILLITON ALUMINIUM AUSTRALIA B.V. a company registered in Our said State and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED a company incorporated in the State of New South Wales and recognized in Our State of Queensland are now entitled to a Lease of the Land hereunder particularly described as a Special Mining Purposes Lease at the rent and under and subject to the covenants, terms and conditions hereinafter mentioned:

NOW KNOW YE that in consideration of the premises, WE DO HEREBY, for Us, Our Heirs and Successors, demise and lease unto the said TIPPERARY CORPORATION, BILLITON ALUMINIUM AUSTRALIA B.V. and ALUMINIUM PECHINEY HOLDINGS PTY. LIMITED as Tenants in Common in the proportions of forty per centum, forty per centum and twenty per centum respectively, their and each of their successors and permitted assigns (the same being hereinafter designated "the Lessees") all that piece of Land in Our said State containing by admeasurement be the same more or less, situated in the County of and Parish of being Lease Number on the Warden's Register:

TO HAVE AND TO HOLD unto the Lessees their successors and permitted assigns as a Special Mining Purposes Lease for the full term of years as from the day of One thousand nine hundred and , with, under, and subject to the reservations hereinafter particularly mentioned, and with, under, and subject to the several rights, powers, privileges, terms, conditions, provisions, exceptions, restrictions, reservations and provisoes, contained

or implied in the said Acts, and to all other rights, powers, privileges, terms, conditions, provisions, exceptions, restrictions, reservations and provisoes referred to, contained or prescribed in and by the said Acts and the *Mining Act* 1968-1974, and *The Petroleum Acts* 1923 to 1967, or any Regulations made or which may hereafter be made under such Acts, or any of them save and except that there shall be no limitation as to area or shape:

YIELDING AND PAYING unto Us, Our Heirs and Successors, in each and every year during the first ten years of the Lease hereby granted, the annual rent of \_\_\_\_\_ dollars \_\_\_\_\_ cents: AND in each year and every year, during each succeeding period of ten years, an annual rent equal to that payable for the period then last expired, or (if application shall have been made by the Lessees to the Minister at least six months prior to the expiration of the then current period in accordance with the provisions of the said Acts) such annual rent as shall thereupon have been determined by the Warden; such payments to be made in advance and on or before the thirty-first day of December in each and every year, into the hands of the Under Secretary, Department of Mines, Brisbane.

PROVIDED ALWAYS, and We do hereby reserve unto Us, Our Heirs and Successors, all minerals (the term " mineral " to have the same meaning as in the *Mining Act* 1968-1974) and all petroleum (the term " petroleum " to have the same meaning as in *The Petroleum Acts* 1923 to 1967) and all helium found in association with petroleum on or below the surface of the said Land, and all mines of minerals on or below the surface of the said Land: AND WE DO hereby also reserve unto Us, Our Heirs and Successors, and to such persons as shall from time to time be duly authorised by Us in that behalf at all times, the free right and privilege of access, including ingress, egress, and regress, into, upon, over and out of the said Land for the purpose of searching for or working minerals, or any of them, or mines of minerals, or any of them, and of searching for, and for the operations of obtaining petroleum in, on and over any part of the said Land: AND WE do further reserve the right of any person duly authorised in that behalf by the Governor of Our said State in Council at all times to go upon the said Land, or any part thereof, for any purpose whatsoever, or to make any survey, inspection or examination of the same: PROVIDED FURTHER and notwithstanding anything hereinbefore contained it is hereby agreed and declared that the Lessees may surrender this Lease at any time in respect of the whole or any part of the Land hereby demised upon giving to the Minister for Mines and Energy (or other Minister of the Crown for the time being administering the Mining Act) written notice of their intention so to do and in the case of a surrender as to part only of the said Land the rent hereby reserved shall abate by an amount which bears the same proportion to the said rent as the area of land surrendered bears to the area of Land hereby demised: PROVIDED LASTLY that in the case of forfeiture or other determination of this Lease the Lessees shall have the right to be exercised within twelve months from the date of such forfeiture or other determination to remove from the said Land all demountable improvements fixtures or fittings erected or constructed by the Lessees on such land.

IN TESTIMONY WHEREOF We have caused this Our Lease to be Sealed with the Seal of Our said State.

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WITNESS Our Trusty and Well-beloved His Excellency Sir COLIN THOMAS HANNAH, Air Marshal on the Retired List of the Royal Australian Air Force, Knight Commander of Our Most Distinguished Order of Saint Michael and Saint George, Knight Commander of Our Most Excellent Order of the British Empire, Companion of Our Most Honourable Order of the Bath, Governor in and over our State of Queensland and its Dependencies, in the Commonwealth of Australia, at Government House, Brisbane, in Queensland aforesaid, this day of in the year of our Reign, and in the year of Our Lord One thousand nine hundred and

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IN WITNESS WHEREOF the parties have executed this Agreement the day and year first hereinbefore written.