

**Queensland**



**Subordinate Legislation 1995 No. 245**

*Central Queensland Coal Associates Act 1968*

**CENTRAL QUEENSLAND COAL ASSOCIATES  
AGREEMENT REGULATION 1995**

**TABLE OF PROVISIONS**

Section	Page
1 Short title .....	2
2 Approved variation .....	2
<b>SCHEDULE</b> .....	<b>3</b>

**VARIATION AGREEMENT**

**Short title**

1. This regulation may be cited as the *Central Queensland Coal Associates Agreement Regulation 1995*.

**Approved variation**

2. The agreement in the schedule varying the agreement made under the Act on 28 January 1969 is approved.

**SCHEDULE****VARIATION AGREEMENT**

section 2

**DEED OF VARIATION****THIS DEED** is made**BETWEEN**

the Honourable **WAYNE KEITH GOSS**, Premier of Queensland for and on behalf of **THE GOVERNMENT OF THE STATE OF QUEENSLAND** ("the State")

**AND**

**PANCONTINENTAL COAL PTY LIMITED (A.C.N. 010 168 484)**, a company incorporated in New South Wales and having its registered office at Level 36, Gateway, 1 Macquarie Place, Sydney, New South Wales;

**BHP AUSTRALIA COAL PTY. LTD. (A.C.N. 010 595 721)**, a company incorporated in Queensland and having its registered office at Level 13, Riverside Centre, 123 Eagle Street, Brisbane, Queensland;

**BOWEN BASIN MINERALS PROPRIETARY LIMITED (A.C.N. 010 636 174)**, a company incorporated in New South Wales and having its registered office at Level 36, Gateway, 1 Macquarie Place, Sydney, New South Wales;

## SCHEDULE (continued)

**MITSUBISHI DEVELOPMENT PTY LTD (A.C.N. 009 779 873)**, a company incorporated in Queensland and having its registered office at Level 22, Riverside Centre, 123 Eagle Street, Brisbane, Queensland;

**QCT INVESTMENT PTY LTD (A.C.N. 010 487 831)**, a company incorporated in Queensland having its registered office at 10th Floor 307 Queen Street, Brisbane, Queensland;

**QCT MINING PTY LTD (A.C.N. 010 487 840)**, a company incorporated in Queensland having its registered office at 10th Floor, 307 Queen Street, Brisbane, Queensland;

**BHP QUEENSLAND COAL LIMITED (A.R.B.N. 010 506 073)**, a company incorporated in Nevada, USA, and having its registered office in Australia at Level 13, Riverside Centre, 123 Eagle Street, Brisbane, Queensland;

**UMAL CONSOLIDATED PTY. LTD. (A.C.N. 000 767 386)**, a company incorporated in New South Wales and having its registered office at 123 Eagle Street, Riverside Centre, Brisbane, Queensland;

**AUSTRALIAN MUTUAL PROVIDENT SOCIETY (A.R.B.N. 008 387 371)**, a company incorporated in New South Wales and having its registered office at 33 Alfred Street, Circular Quay, Sydney, New South Wales (collectively with each of their successors and permitted assigns referred to as "the Companies").

**RECITALS**

- A.** On 28 January, 1969 the State entered into an agreement with Utah Development Company and Mitsubishi Development Pty Ltd ("the Original Companies") for, amongst other things, the construction

## SCHEDULE (continued)

and maintenance of a railway and transportation of coal over the railway subject to certain conditions.

- B.** Those of the Companies who are not one of the Original Companies are the successors or permitted assigns of the Original Companies or of their successors or permitted assigns.
- C.** The Agreement between the Parties has the force of law by virtue of the *Central Queensland Coal Associates Agreement Act 1968*.
- D.** Section 4 of the *Central Queensland Coal Associates Agreement Act* provides that the Agreement may be varied by the Premier and the Companies with the approval of the Governor in Council.
- E.** The Parties wish to vary the Agreement in the terms set out in this Deed.

**IT IS AGREED:****1. INTERPRETATION**

**“Agreement”** means the Agreement made on 28 January, 1969 between the State of Queensland and Utah Development Company and Mitsubishi Development Pty Ltd as amended from time to time.

**2. VARIATION OF PART IV**

- 2.1 Clause 1 is varied by inserting the following definition—
  - ‘ **“tonne”** means a metric ton of one thousand (1 000) kilograms;’

## SCHEDULE (continued)

- 2.2 Clause 6 is varied by omitting the last sentence.
- 2.3 Clause 13(1) is varied by inserting after 'Part' at the end of the first sentence—  
'and up to a maximum of six million, six hundred and eleven thousand, one hundred and ninety six (6 611 196) tonnes annually'.
- 2.4 Clause 13(4) is varied by omitting 'shipment of contract coal' where first appearing and inserting—  
'shipment of tonnages of contract coal up to a maximum of six million, six hundred and eleven thousand, one hundred and ninety six (6 611 196) tonnes annually'.
- 2.5 Clause 13 is varied by inserting the following subclause—  
'(7) The shipment of tonnages of contract coal in excess of six million, six hundred and eleven thousand, one hundred and ninety six (6 611 196) tonnes per year shall be on the terms and conditions agreed between the Companies and Queensland Railways.'

**3. VARIATION OF PART IVA**

- 3.1 Clause 1 is varied by inserting the following definition—  
' **“tonne”** means a metric ton of one thousand (1 000) kilograms;'
- 3.2 Clause 6 is varied by omitting the last paragraph.
- 3.3 Clause 13(1) is varied by inserting after 'Part IVA' at the end

## SCHEDULE (continued)

of the first sentence—

‘and up to a maximum of six million one hundred and fifty two thousand, nine hundred and thirty seven (6 152 937) tonnes annually’.

- 3.4 Clause 13(3) is varied by omitting ‘shipment of contract coal’ where first appearing and inserting—

‘shipment of tonnages of contract coal up to six million one hundred and fifty two thousand, nine hundred and thirty seven (6 152 937) tonnes annually’.

- 3.5 Clause 13 is varied by inserting the following subclause—

‘(7) The shipment of tonnages of contract coal in excess of six million one hundred and fifty two thousand, nine hundred and thirty seven (6 152 937) tonnes per year shall be on terms and conditions agreed between the Companies and Queensland Railways’.

- 3.6 Clause 17 is varied by omitting ‘shipments of contract coal’ and inserting—

‘tonnages of contract coal up to six million one hundred and fifty two thousand, nine hundred and thirty seven (6 152 937) tonnes annually’.

- 3.7 Clause 19 is varied by omitting ‘shipments of contract coal’ and inserting—

‘tonnages of contract coal up to six million one hundred and fifty two thousand, nine hundred and thirty seven (6 152 937) tonnes annually’.

## SCHEDULE (continued)

**4. VARIATION OF PART IVB**

4.1 Clause 1 is varied by inserting the following definition—

‘ **“tonne”** means a metric ton of one thousand (1 000) kilograms;’.

4.2 Clause 6 is varied by omitting the last paragraph.

4.3 Clause 13(1) is varied by inserting after ‘Part IVB’ at the end of the first sentence—

‘and up to a maximum of five million and eighteen thousand, one hundred and sixty seven (5 018 167) tonnes annually’.

4.4 Clause 13(3) is varied by omitting ‘shipment of contract coal’ where first appearing and inserting—

‘shipment of tonnages of contract coal up to five million and eighteen thousand, one hundred and sixty seven (5 018 167) tonnes annually’.

4.5 Clause 13 is varied by inserting the following subclause—

‘(6) The shipment of tonnages of contract coal in excess of five million and eighteen thousand, one hundred and sixty seven (5 018 167) tonnes per year shall be on terms and conditions agreed between the Companies and Queensland Railways.’.

4.6 Clause 17 is varied by omitting ‘shipments of contract coal’ and inserting—

‘tonnages of contract coal up to five million and eighteen thousand, one hundred and sixty seven (5 018 167) tonnes annually’.



## SCHEDULE (continued)

- 4.7 Clause 19 is varied by omitting ‘shipments of contract coal’ and inserting—  
‘tonnages of contract coal up to five million and eighteen thousand, one hundred and sixty seven (5 018 167) tonnes annually’.

## 5. APPROVAL OF GOVERNOR IN COUNCIL

This Deed shall take effect (and only take effect) upon the approval of the Governor in Council by regulation and shall have the force of law unless the Legislative Assembly disallows the regulation pursuant to Section 44 of the *Statutory Instruments Act 1992*.

Executed as a deed as follows—

<b>SIGNED</b> by <b>WAYNE KEITH GOSS,</b>	)
Premier of Queensland, for and on	)
behalf of the Government of	)
the State of Queensland	) *Signature omitted
this sixteenth day of May 1995	)
in the presence of:	)
*Signature omitted J.P.	)

## SCHEDULE (continued)

**THE COMMON SEAL** of  
**BHP AUSTRALIA COAL PTY. LTD.** ) \*Signature omitted  
was hereunto affixed by ) Director  
authority of a resolution of the Board of ) \*Signature omitted  
Directors in the presence of: ) Secretary

EXECUTED by MITSUBISHI )  
DEVELOPMENT PTY LTD )  
AUSTRALIAN MUTUAL PROVIDENT )  
SOCIETY )  
UMAL CONSOLIDATED PTY. LTD. )  
PANCONTINENTAL COAL PTY )  
LIMITED )  
BOWEN BASIN MINERALS )  
PROPRIETARY LTD )  
QCT INVESTMENT PTY LTD and )  
QCT MINING PTY LTD )  
BHP QUEENSLAND COAL LIMITED )  
by their duly constituted Attorney )

BHP AUSTRALIA COAL PTY. LTD. ) \*Signature omitted  
which has hereto affixed its Common ) Director  
Seal by authority of the Board of Directors ) \*Signature omitted  
in the presence of: ) Secretary

## ENDNOTES

1. Made by the Governor in Council on 31 August 1995.
2. Notified in the gazette on 1 September 1995.
3. Laid before the Legislative Assembly on . . .
4. The administering agency is the Department of Transport.