

**Queensland**



**Subordinate Legislation 1997 No. 117**

*Central Queensland Coal Associates Agreement Act 1968*

**CENTRAL QUEENSLAND COAL ASSOCIATES  
AGREEMENT REGULATION 1997**

**TABLE OF PROVISIONS**

Section		Page
1	Short title .....	2
2	Variation of agreement approved .....	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 1997*.

**Variation of agreement approved**

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**

**DEED** made on 1997.

**BETWEEN** The Honourable **ROBERT BORBIDGE** in his capacity as the Premier of Queensland, for and on behalf of the State of Queensland of the first part (“**the State**”)

**AND** **BHP COAL PTY LTD ACN 010 595 721** (formerly Utah Development Company), a company duly incorporated according to law and having its registered office at Level 13, Riverside Centre, 123 Eagle Street, Brisbane, Queensland

**MITSUBISHI DEVELOPMENT PTY LTD ACN 009 779 873** a company duly incorporated according to law and having its registered office at Level 22, Riverside Centre, 123 Eagle Street, Brisbane, Queensland

**AUSTRALIAN MUTUAL PROVIDENT SOCIETY ARBN 008 387 371** a body corporate duly constituted according to law having its principal office at A.M.P. Place, 10 Eagle Street, Brisbane, Queensland

**UMAL CONSOLIDATED PTY LTD ACN 000 767 386** (formerly Utah Mining Australia Limited), a company duly incorporated according to law and having its registered office at Level 13, Riverside Centre, 123 Eagle Street, Brisbane, Queensland

## SCHEDULE (continued)

**BHP QUEENSLAND COAL LIMITED ARBN 010 506 073**, a company duly incorporated according to law and having its registered office at Level 13, Riverside Centre, 123 Eagle Street, Brisbane, Queensland

**QCT RESOURCES LIMITED ACN 010 808 705**, a company duly incorporated according to law and having its registered office at 10th Floor, 307 Queen Street, Brisbane, Queensland

**QCT INVESTMENT PTY LTD ACN 010 487 831**, a company duly incorporated according to law and having its registered office at 8th Floor, 410 Queen Street, Brisbane, Queensland and

**QCT MINING PTY LTD ACN 010 487 840**, a company duly incorporated according to law and having its registered office at 8th Floor, 410 Queen Street, Brisbane, Queensland of the second part

(hereinafter with their and 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**”) to provide for the construction and operation of coal mines and the export of coal mined, including, amongst other things, the construction and maintenance of a railway and transportation of coal over the railway subject to certain conditions.
- B.** Those of the Companies which 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 Act.

## SCHEDULE (continued)

- D.** Section 4 of the Act and clause 5 of Part I of the Agreement provide that the Agreement may be varied by the Premier of Queensland and the Companies with the approval of the Governor in Council by Order in Council.
- E.** The parties wish to vary the Agreement in the terms set out in this Deed so as to—
- (a) terminate the provisions made in the Agreement for the construction and maintenance of a railway, transportation of coal over the railway, and the calculation and payment of freight in order that arrangements for these matters shall no longer be governed by the Agreement and shall no longer have the force of law under the Act; and
  - (b) preserve the operation and force and effect of the Agreement and the Act as regards matters other than the construction and maintenance of a railway and transportation of coal over the railway and calculation and payment of freight rates.

**THIS DEED PROVIDES****1. DEFINITION**

In this Deed—

“**Act**” means the *Central Queensland Coal Associates Agreement Act 1968*.

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

## SCHEDULE (continued)

**2. VARIATION OF THE AGREEMENT**

- 2.1 Clause 1 of Part I of the Agreement is varied by omitting—  
*“Part IV—Provisions relating to Railway and Works:  
Part IVA—Provisions relating to First Supplemental Railway and Works  
Part IVB—Provisions relating to Second Supplemental Railway and Works  
Part IVC—Provisions relating to additional locomotives and rollingstock”.*
- 2.2 Clauses 6, 8 and 9 of Part I of the Agreement are omitted.
- 2.3 Clause 10(1) of Part III of the Agreement is varied by omitting  
*“over the said line of railway as defined in Part IV of this Agreement”.*
- 2.4 Clause 13(1) of Part III of the Agreement is varied by omitting  
*“as that term is defined in Part IV of this Agreement”* and inserting—  
*“(being the 1st day of August 1971)”.*
- 2.5 Clause 13(1A) of Part III of the Agreement is varied by omitting  
*“as that term is defined in Part IVA of this Agreement”* and inserting—  
*“(being the 1st day of August 1972)”.*
- 2.6 Clause 13(1B) of Part III of the Agreement is varied by omitting  
*“as that term is defined in Part IVB of this Agreement”* and

## SCHEDULE (continued)

inserting—

*“(being the 1st day of February 1975)”*.

- 2.7 Parts IV, IVA, IVB, and IVC of the Agreement are omitted.
- 2.8 Clause 5(5) of Part IX of the Agreement is varied by omitting *“other than Part IV, Part IVA, Part IVB and Part IVC thereof”*.
- 2.9 The following Schedules to the Agreement are omitted—  
The Fourth Schedule;  
The Sixth Schedule;  
The Seventh Schedule;  
The Eighth Schedule;  
The Ninth Schedule; and  
The Twelfth Schedule.
- 2.10 The variations specified in clauses 2.1, 2.2, 2.7 and 2.9 will be noted on the Agreement by inserting the words “Intentionally deleted” wherever in the Agreement the relevant variation is made.
- 2.11 Subject to clause 3 of this Deed, the parties agree that the Agreement will not apply to the transportation of coal and the calculation and payment of freight rates.

**SCHEDULE (continued)****3. TRANSITIONAL PROVISION**

For the period ending at midnight on the day before the date this Deed takes effect, the terms of the Agreement will apply without regard to the variations specified in clause 2 of this Deed. For the purposes of calculating rail freights or other charges under the Agreement until that time and in circumstances where it is necessary to calculate those rail freights or other charges by reference to annual tonnages of coal shipped, the tonnage of coal shipped from the commencement of the relevant year until that time shall be converted to an annual rate of shipment.

**4. EFFECT OF THIS DEED**

This Deed will take effect and have the force of law on and from 1 June 1997 (or such later date as the parties may agree), unless, pursuant to section 5(4) of the Act, the Legislative Assembly disallows the regulation pursuant to which this Deed has been approved, in which case—

- (a) this Deed will be of no force or effect; and
- (b) the provisions of the Agreement immediately prior to execution of this Deed will apply to the parties as though this Deed had not been executed.

**5. GENERAL**

- 5.1 This Deed is supplemental to the Agreement and subject to clause 4 of this Deed and to such modifications as may be necessary to make the Agreement consistent with this Deed, the Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Deed were inserted in the Agreement by way of addition thereto.



SCHEDULE (continued)

5.2 Each of the attorneys executing this Deed hereby respectively acknowledges that at the time of executing this Deed that attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes this Deed.

**EXECUTED** as a deed.

Signed by **ROBERT BORBIDGE**, Premier  
of Queensland for and on behalf of the State of  
Queensland in the presence of }  
.....  
.....

Executed by **BHP COAL PTY LTD** by its  
duly constituted attorney }  
.....  
in the presence of  
.....

Executed by **MITSUBISHI  
DEVELOPMENT PTY LTD** by its duly  
constituted attorney }  
.....  
in the presence of  
.....

SCHEDULE (continued)

Executed by **AUSTRALIAN MUTUAL  
PROVIDENT SOCIETY** by its duly  
constituted attorney } .....

in the presence of  
.....

Executed by **UMAL CONSOLIDATED  
PTY LTD** by its duly constituted attorney } .....

in the presence of  
.....

Executed by **BHP QUEENSLAND COAL  
LIMITED** by its duly constituted attorney } .....

in the presence of  
.....

Executed by **QCT RESOURCES  
LIMITED** by its duly constituted attorney } .....

in the presence of  
.....

SCHEDULE (continued)

Executed by **QCT INVESTMENT PTY LTD** by its duly constituted attorney } .....

in the presence of  
.....

Executed by **QCT MINING PTY LTD** by its duly constituted attorney } .....

in the presence of  
.....

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ENDNOTES

1. Made by the Governor in Council on 15 May 1997.
2. Notified in the gazette on 16 May 1997.
3. Laid before the Legislative Assembly on . . .
4. The administering agency is the Department of Economic Development and Trade.