



Alcan Queensland Pty. Limited Agreement Act 1965

Current as at 1 July 2000

Information about this reprint

This Act is reprinted as at 1 July 2000. The reprint shows the law as amended by all amendments that commenced on or before that day (Reprints Act 1992 s 5(c)).

The reprint includes a reference to the law by which each amendment was made—see list of legislation and list of annotations in endnotes. Also see list of legislation for any uncommenced amendments.

Minor editorial changes allowed under the provisions of the Reprints Act 1992 mentioned in the following list have also been made to—

- use standard punctuation consistent with current drafting practice (s 27)
- use aspects of format and printing style consistent with current drafting practice (s 35).

This page is specific to this reprint. See previous reprint for information about earlier changes made under the Reprints Act 1992. A table of reprints is included in the endnotes.

Also see endnotes for information about—

- **when provisions commenced**
- **editorial changes made in the reprint.**

Spelling

The spelling of certain words or phrases may be inconsistent in this reprint or with other reprints because of changes made in various editions of the Macquarie Dictionary (for example, in the dictionary, ‘lodgement’ has replaced ‘lodgment’).

Dates shown on reprints

Reprints dated at last amendment All reprints produced on or after 1 July 2002, authorised (that is, hard copy) and unauthorised (that is, electronic), are dated as at the last date of amendment. Previously reprints were dated as at the date of publication. If an authorised reprint is dated earlier than an unauthorised version published before 1 July 2002, it means the legislation was not further amended and the reprint date is the commencement of the last amendment.

If the date of an authorised reprint is the same as the date shown for an unauthorised version previously published, it merely means that the unauthorised version was published before the authorised version. Also, any revised edition of the previously published unauthorised version will have the same date as that version.

Replacement reprint date If the date of an authorised reprint is the same as the date shown on another authorised reprint it means that one is the replacement of the other.



Queensland

Alcan Queensland Pty. Limited Agreement Act 1965

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Alcan Queensland Pty. Limited Agreement Act 1965

[as amended by all amendments that commenced on or before 1 July 2000]

An Act with respect to an agreement between the State and Alcan Queensland Pty. Limited; and for purposes incidental thereto and consequent thereon

1 Short title

This Act may be cited as the *Alcan Queensland Pty. Limited Agreement Act 1965*.

2 Execution of agreement authorised

The Premier and Minister for State Development is hereby authorised to make, for and on behalf of the State, with Alcan Queensland Pty. Limited, a company duly incorporated in the said State and having its registered office at 163 Adelaide Street, Brisbane, in the said State, the agreement a draft of which is set out in the schedule to this Act (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.

4 Variation of agreement

- (1) The agreement may be varied by a further agreement between the Minister and the company.
- (2) The Minister may make a further agreement only if the proposed further agreement has been approved by regulation.

[s 4A]

- (3) The Minister must notify the making of the further agreement by gazette notice.
- (4) The agreement as varied has the force of law as if it were an enactment of this Act.

4A Application of GST to rents after 30 June 2005

- (1) This section applies to rent payable after 30 June 2005 under—
 - (a) this Act; or
 - (b) the agreement; or
 - (c) a lease granted under, or mentioned in, the agreement.
- (2) If the rent is for a supply for which GST is payable, the rent payable is the total of—
 - (a) the rent that would have been payable if the rent were not for a supply for which GST is payable; and
 - (b) 10% of the rent that would have been payable if the rent were not for a supply for which GST is payable.
- (3) Subsection (2) applies despite—
 - (a) sections 2 to 4; or
 - (b) the agreement; or
 - (c) the *Mineral Resources Act 1989*.
- (4) A reference in this section to the agreement includes any amendment of the agreement.

5 Regulation making power

The Governor in Council may make regulations under this Act.

WHEREAS the Company is prepared to provide and expend the large capital amount required for these and associated purposes and

WHEREAS the State is satisfied that a very large capital expenditure is necessary to ensure that the 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 Company is technically and financially capable of so developing these deposits and

WHEREAS it is therefore desirable that in consideration of the Company entering into the obligations on its part hereinafter set out the Company should be granted the titles rights and privileges hereinafter mentioned

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

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 Act of Parliament of the State referred to in clause 2 of this Agreement;

“Associated Company” means and includes Aluminium Limited a company duly incorporated in Canada any of its subsidiary companies and any Company associated directly or indirectly with the Company in its business or operations;

“bauxite field” means all that land particulars whereof are set out in the First Schedule hereto;

“Coal Mining Acts” means “*The Coal Mining Acts, 1925 to 1964*” (and any Act amending or in substitution for those Acts);

“Comalco” means Commonwealth Aluminium Corporation Limited a company incorporated in the State of Queensland whose registered office is at 231 George Street, Brisbane, in the said State;

“designated minerals” means bauxite and other ores of aluminium, the ores of calcium and of fluorine and coal,

together with any other mineral found in combination or association with any of the aforementioned minerals, and also any mineral which the Minister may at any time by declaration published in the *Government Gazette* declare to be a designated mineral for the purposes of this Agreement or of any lease licence or other right granted hereunder;

“initial expiry date” means the date of expiry of the initial term of the special bauxite mining lease of the bauxite field granted pursuant to clause 8 hereof;

“Land Acts” means “*The Land Acts, 1962 to 1964*”;

“Local Government Acts” means “*The Local Government Acts, 1936 to 1964*” and any other Act or Acts relating to local government;

“Mining Acts” means “*The Mining Acts, 1898 to 1955*” and any other Act or Acts relating to mining;

“the Minister” means the Minister for Mines and Main Roads or other Minister of the Crown for the time being charged with the administration of the Act;

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

“Special Bauxite Mining Lease” means a lease of land granted pursuant to the provisions of this Agreement for the purposes set out in clause 9 hereof;

“Special Perpetual Mining Purposes Lease” means a lease of land granted pursuant to the provisions of this Agreement for the purposes set out in clause 24 hereof;

“the State” means the State of Queensland;

“the Town” means the land within the bauxite field excluded by the Governor in Council by Order in Council from the Area of any existing Local Authority and set aside by the Company for the purpose of a town pursuant to clause 33 hereof;

“the Town Commission” means the Town Commission constituted pursuant to clause 36 hereof;

“the Tribunal” means the Tribunal constituted pursuant to clause 50 hereof;

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 for the same.

2. The making of this Agreement is authorised by the Parliament of the State expressed in an Act entitled "*The Alcan Queensland Pty. Limited Agreement Act of 1965.*"

Upon the making of this Agreement the provisions thereof shall have the force of law as though enacted in the Act.

This Agreement shall not be liable to stamp duty under "*The Stamp Acts, 1894 to 1964.*"

3. This Agreement may be varied pursuant to agreement between the Minister and the Company 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 Company hereunder be derogated from except in such manner.

- 4.(1) Notwithstanding anything contained in Authority to Prospect No. 53 M, the Company shall make such arrangements with Aluminium Laboratories Limited as will enable the Company to furnish to the Minister and shall on or before the thirtieth day of June, 1964, furnish to the Minister comprehensive reports on all the investigations carried out by the Company and Aluminium Laboratories Limited in respect of designated minerals on those portions of the said Authority to Prospect No. 53 M that are to be included in the Special Bauxite Mining Lease in accordance with clause 8 of this Agreement. Such reports shall deal with all work done on those portions up to and including the thirty-first day of December, 1963, and shall comprise details of investigations surveys boring pitting and other testing so conducted and the results thereof including in particular plans showing the locations and depths of all borings with available details of reduced levels and available details of the chemical composition of the bauxite in each such boring and a determination and description of the

areas considered by the Company to contain bauxite of economic grade with estimated tonnages thereof.

- (2) The Company shall either itself or by its servants and agents or by engaging the services of consultants or contractors:—
- (a) conduct such geological and/or geophysical investigations surveys and/or boring pitting and other testing on the Special Bauxite Mining Lease as it considers necessary to determine the scale of its operations for the mining of the designated minerals and the capacity of the plant and other facilities to be erected and installed within the State for the purpose of treatment of such designated minerals and the production of alumina and other products and shall make available to the Minister details of all investigations surveys boring pitting and other testing so conducted and the results thereof including in particular plans showing the location and depths of all borings with available details of reduced levels and available details of the chemical composition of the bauxite in each such boring and a determination and description of the areas considered by the Company to contain bauxite of economic grade with estimated tonnages thereof. Such details and plans shall be furnished by the Company to the Minister progressively at intervals each not exceeding five years commencing from the date of this Agreement. Such details and plans shall be submitted in the form of a report or reports on specific contiguous areas so that the information relating to each area examined is submitted separately;
 - (b) 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;
 - (c) Within fifteen years of the date of this Agreement make 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 large-scale enterprise for the production of

aluminium from bauxite mined from the bauxite field and shall furnish to the Minister the results of all such investigations (including all supporting particulars) to assist the Minister to determine whether such large-scale enterprise is or is not economically possible.

In making any such determination the Minister shall not be limited to all or any information furnished by the Company.

After the expiration of the said period of fifteen years the Company shall if required by the Minister from time to time at intervals of not less than ten years from the preceding investigation make further investigations and furnish to him results as aforesaid; and

- (d) Make such investigations and surveys as it may consider necessary for determining the areas within the Special Bauxite Mining Lease required for residential agricultural and pastoral purposes to service the mining, treatment and other operations of the Company:

Provided that the obligations of the Company under this subclause 4(2) shall not apply so long as the Company shall comply with its obligations under clause 14 hereof in the case of subparagraphs (a) and (b) of this subclause and shall commence the construction of a plant as specified in clause 15(c)(i) hereof in the case of subparagraph (c) of this subclause.

5. Save as is herein otherwise provided until such time as it commences mining operations for any of the designated minerals the Company shall in respect of each period of six calendar months commencing with the period beginning on the first day of January, 1964, provide the Minister with particulars of any geological and geophysical investigations it makes in relation to designated minerals on the Special Bauxite Mining Lease in accordance with existing practice and upon the surrender by the Company to the State of any area comprised in the Special Bauxite Mining Lease other than an area on which the Company has completed its mining operations for designated minerals the Company shall provide

the Minister with the results of any such investigations made on the said area and also with a print of each aerial photograph of the said area taken by or for the Company in the course of such investigations.

6. Save as is otherwise hereinafter in this clause provided information and reports furnished by the Company to the Minister in pursuance of the provisions of clauses 4 and 5 of this Agreement, shall, unless otherwise agreed by the Company, 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.
7. Subject to the rights conferred upon Comalco under the provisions of "*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*" the Company shall have the exclusive right to win and use shell, shell-grit, coral and other calcium bearing materials (in such quantities as may reasonably be required by the Company for its purposes) from such parts of the sea and estuaries in or in the vicinity of the bauxite field as from time to time shall be specified by the Governor in Council.
8. Subject to Aluminium Laboratories Limited surrendering Authority to Prospect No. 53 M, the State shall forthwith grant to the Company a Special Bauxite Mining Lease for the bauxite field for an initial term of eighty-four (84) years which shall be deemed to have commenced on the First day of January, 1964.
9. The purposes for which Special Bauxite Mining Leases shall be granted shall be—
 - (a) for mining for all or any of the designated minerals (subject to the provisions of clause 22 of this Agreement) and for all purposes necessary directly or

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- indirectly effectually to carry on mining and treatment operations therein or thereon;
- (b) for erecting thereon any houses buildings plant and machinery for use directly or indirectly in connection with such mining or treatment operations;
 - (c) for cutting and constructing thereon dams, weirs, reservoirs, wells, waterchannels, aqueducts and pipe lines, for pumping or raising water and for all other purposes relating to the obtaining storing or conveying of water;
 - (d) for constructing or erecting any roads, harbour works, works for the recovery of salt from sea water or other works whatsoever;
 - (e) for any other purposes (whether manufacturing or otherwise) incidental to or necessary or desirable for the more effectual carrying out of all or any of the provisions or purposes of this Agreement including but without limiting the generality of the foregoing the production and distribution of any form of lighting heating or power; and
 - (f) for residence thereon in connection with any of such purposes.
- 10.** (a) Notwithstanding the provisions of any other Act or Regulation to the contrary, every Special Bauxite Mining Lease shall be in the form and contain the conditions set out in the Second Schedule hereto with such modifications thereof as may be necessary to meet the circumstances of any particular case.
- (b) The initial term of every Special Bauxite Mining Lease shall (except as otherwise provided herein) commence on the date of the grant thereof and shall expire on the initial expiry date.
 - (c) As from the date on which it becomes entitled to the grant of any Special Bauxite Mining Lease and pending the issue of that lease the Company shall be entitled to

occupy the area to be comprised therein and to exercise all the rights and powers to be granted thereby.

- (d) The area comprised in Authority to Prospect No. 53 M or in a Special Bauxite Mining Lease shall not be proclaimed to be nor included within a Mineral Field within the meaning of the Mining Acts, and for the purposes of section 24 of the Local Government Acts such a lease shall be deemed to be one of the tenures set out in subsection (3) thereof.
- (e) A Special Bauxite Mining Lease may be transferred mortgaged or otherwise dealt with in the same manner as a mining lease of Crown Land granted under the Mining Acts.

11. At any time within the last two years of the term of a Special Bauxite Mining Lease the Company may apply for and subject to there then being no existing breach or non-observance of any of the provisions of the Special Bauxite Mining Lease the State shall thereupon grant a renewal of the said Lease for a period of twenty-one years from the date of expiry of the said term upon the same conditions as apply during the said term except that the rent and the rates of royalty payable thereunder shall be such as the Governor in Council then deems equitable and the term of such lease shall continue after the expiration of such extended term until determined by either party giving to the other two years' notice in writing in that behalf which notice may if so desired be given at any time within two years prior to the expiration of the extended term.

12. Should the Company at any time hold more than one Special Bauxite Mining Lease and desire to hold only one such lease then upon the surrender by the Company of any such leases so held by it there shall forthwith be granted to the Company one Special Bauxite Mining Lease comprising all the land previously comprised in the surrendered leases.

- 13.** The Company shall pay a rent for all land held under a Special Bauxite Mining Lease—
- (i) during the period of five years commencing on the first day of January, 1964, at the annual rate of £2 0s. 0d. per square mile;
 - (ii) during the period of ten years commencing on the first day of January, 1969, at the annual rate of £4 0s. 0d. per square mile; and
 - (iii) thereafter at such annual rate (hereafter called the basic rental rate) being not less than £15 0s. 0d. per square mile and not more than £20 0s. 0d. per square mile 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, provided however that the basic rental rate for the time being shall be subject to adjustment as from the first day of January, 1985, and as from the commencement of each period of twenty-one years thereafter by adding thereto or (as the case requires) subtracting therefrom the amount calculated in accordance with clause 20 thereof but in no case shall such annual rate be less than £15 0s. 0d. per square mile.
- 14.** The Company shall, on or before the date of execution by the Company of these presents, produce to the Minister a duly executed Agreement or other document, that the Minister in his discretion deems satisfactory for the purpose of this clause, evidencing that the Company has entered into a legally binding agreement with Queensland Alumina Limited (whether in conjunction with any other Company or Companies or not) whereby Queensland Alumina Limited shall construct and operate at or near Gladstone in the said State an alumina processing plant of a planned initial capacity of not less than three hundred thousand (300,000) short tons of alumina per annum (hereafter in this Agreement referred to as “the processing plant”). Such Agreement as aforesaid shall contain provisions to the following force and effect:—

- (a) The Company's minimum contribution towards the equity capital of Queensland Alumina Limited shall be not less than such sum as will bear to the total equity capital of that Company the same proportion as one hundred thousand (100,000) short tons of alumina bears to the total annual capacity of the processing plant measured in short tons of alumina;
 - (b) The Company shall after the processing plant comes into production as provided in paragraph (d) of this present clause be legally bound to have tolled for it by Queensland Alumina Limited bauxite into alumina to provide annually not less than one hundred thousand (100,000) short tons of alumina or to pay to Queensland Alumina Limited each year a sum to compensate it for the loss of production in the year of such portion of the aforesaid one hundred thousand (100,000) short tons of alumina as is not tolled from bauxite for the Company or for any other Participant in Queensland Alumina Limited in the place of the Company;
 - (c) The period during which the Company shall be required to have bauxite tolled into alumina by the processing plant of Queensland Alumina Limited as described in paragraph (b) of this clause shall be not less than twenty (20) years;
 - (d) The parties to the said Agreement are to be required thereby (consistently with a sound construction programme) to take all steps reasonably available to have the processing plant come into production in the year One thousand nine hundred and sixty-seven.
- 15.** Subject to the provisions of clause 48 of this Agreement the Company or any Associated Company shall, after the processing plant referred to in clause 14 of this Agreement comes into production and during the currency of the Special Bauxite Mining Lease either—
- (a) Be complying with all of its obligations towards Queensland Alumina Limited referred to in paragraph (b) of clause 14 of this Agreement for the period of not

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- less than twenty (20) years referred to in paragraph (c) of the said clause; or
- (b) After the expiration of such period of not less than twenty (20) years be tolling with Queensland Alumina Limited bauxite to provide the Company with not less than fifty thousand (50,000) short tons of alumina annually or be purchasing from Queensland Alumina Limited that quantity of alumina annually; or
 - (c) In the event that the Company should sell or otherwise dispose of its share in the equity capital of Queensland Alumina Limited as referred to in paragraph (a) of clause 14 of this Agreement or if for any reason whatsoever the Agreement first mentioned in clause 14 of this Agreement shall cease to be binding on the Company:—
 - (i) Be constructing in the State a plant for the production of not less than one hundred thousand (100,000) short tons of alumina annually, or of not less than twenty thousand (20,000) short tons of aluminium annually, from bauxite mined from the bauxite field provided that the construction of such plant shall be completed and the plant producing alumina or aluminium as the case may be at the rate specified in paragraph (ii) of this present subclause (c) within a period of five (5) years from the date of the Company ceasing to own its share of the equity capital of Queensland Alumina Limited as referred to in paragraph (a) of clause 14, and provided that the Company shall spend a sum of not less than three million pounds (£3,000,000) on the said plant within the period of two years of the commencement of the said period of five (5) years; or
 - (ii) Be producing from bauxite mined from the bauxite field not less than fifty thousand (50,000) short tons of alumina annually or ten thousand (10,000) short tons of aluminium annually in any plant operated by the Company in the State:

Provided always that the alumina tolled for or purchased by the Company by or from Queensland Alumina Limited in accordance with the provisions of this present clause shall be made from bauxite mined from the bauxite field or from Special Bauxite Mining Lease No. 1 granted under the provisions of “*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957.*”

16. During the currency of the Special Bauxite Mining Lease and whilst it is complying with the provisions of clause 15 of this Agreement the Company shall be at liberty to export from the State in such quantities and at such times as the Company may from time to time determine bauxite mined either from lands the subject of such Special Bauxite Mining Lease or by arrangement with Comalco from lands the subject of Special Bauxite Mining Lease No. 1 granted to Comalco under the provisions of “*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957.*”
17. The Company in any operations for the mining of the designated minerals undertaken by it, which involve the removal of the surface, shall operate in accordance with good mining practice and shall, subsequent to such mining, take all steps necessary to restore and leave the surface of the mined areas (other than such parts as are required for use in storage of tailings, sludge and like substances) in a condition satisfactory to the Minister so that—
- (a) there shall be 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;
 - (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;
 - (d) the provisions of paragraphs (a), (b) and (c) hereof are carried out progressively and in respect of mined parts

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not exceeding one square mile in area within two years of the cessation of mining on each mined part in order to allow of regeneration of vegetation;

- (e) there shall not arise any pollution of any drainage system which is dangerous or injurious to public health.

The Company 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.

If the Company shall not be satisfied with any decision of the Minister made in pursuance of the provisions of this clause such matter shall be referred to the Tribunal in manner hereinafter provided.

“*The Mines Regulation Act of 1964,*” or any future amendments or modifications thereof shall extend and apply to all mines (as defined in that Act) for designated minerals or for any solid fuel mineral other than coal on the Special Bauxite Mining Leases and the Company 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. Any place where alumina is produced from bauxite or aluminium is produced from alumina shall be a mine.

- 18.** The Company shall have the sole right, during the first ten years of the Special Bauxite Mining Lease, granted under clause 8 hereof, to prospect for coal and other solid fuel minerals and to be granted Coal Mining Leases under the Coal Mining Acts, or other appropriate titles provided by any Statute within the area of such Special Bauxite Mining Lease. In the event of any Coal Mining Lease or other appropriate title for any other solid fuel mineral being granted, the term thereof may be up to 84 years but so that the expiry date of the term shall not extend beyond the expiry date 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 Coal Mining Acts, or such other Statute, as the case may be, shall

apply. When any Coal Mining Lease or other appropriate title is granted to the Company pursuant hereto, the Company shall be entitled, without any authority, permit, order or consent other than is provided by the appropriate Statute under which such Coal 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 for use in its own undertaking.

If at any time during the aforesaid ten years the Company desires to abandon its rights under this clause within the area of the Special Bauxite Mining Lease the Company may formally renounce its rights in writing addressed to the Minister and therefrom such rights shall cease.

Upon the completion of any prospecting undertaken by the Company in pursuance of this clause, but in any case not more than six months after the expiration of the said ten years, the Company 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.

In the event of the Company being granted a Coal Mining Lease or other appropriate title to any part of the land prospected for coal or other solid fuel minerals, the report mentioned in the preceding paragraph 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, 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 Company of its rights.

The Coal Mining Acts shall extend to and apply to all coal mines (as defined in those Acts) on the Special Bauxite Mining Leases and the Company shall perform and observe all and every the provisions of the said Acts or any future amendments or modifications thereof in and about all such coal mines.

19.(1) The Company shall pay to the State as and by way of royalty—

- (i) in respect of designated minerals other than bauxite and other than coal mined from lands subject to the Special Bauxite Mining Lease and sold, disposed of to other persons, or used by the Company, a royalty at the rates per ton and in the manner now prescribed by Regulations under the Mining Acts in force at the date of this Agreement in relation to mineral leases generally;
- (ii) in respect of bauxite mined from lands subject to the Special Bauxite Mining Lease and processed into alumina or aluminium within the State, a royalty of six pence (6d.) per dry long ton;
- (iii) in respect of bauxite mined from lands subject to the Special Bauxite Mining Lease and exported from the State, pursuant to the authority in that behalf contained in clause 16 of this Agreement, a royalty of one shilling (1s.) per dry long ton;
- (iv) in respect of coal mined from lands subject to the Special Bauxite Mining Lease and sold, disposed of to other persons, or used by the Company, a royalty at the rates per ton and in the manner now prescribed by the Coal Mining Acts and in force at the date of this Agreement;
- (v) in respect of shell, shell grit, coral and other calcium bearing materials sold or disposed of to other persons or used by the Company, a royalty at the rate of three pence (3d.) per ton:

Provided however that the rates of royalty set out in paragraphs (i) to (v) both inclusive of this subclause (hereinafter in this Agreement called “the basic royalty rates”) shall be subject to adjustment as from the First day of January, 1985, and as from the commencement of each period of twenty-one years thereafter, by adding thereto or (as the case requires) subtracting therefrom the amount calculated in accordance with clause 20 of this Agreement:

Provided further that in no case shall such rates of royalty be reduced by such adjustment below those obtaining at the date of this Agreement.

- (2) For the purpose of ascertaining the royalties payable under this clause no material removed from designated minerals bauxite or coal whether by hand picking, screening, washing or similar process shall be deemed to have been used by the Company.

20. (a) The amount to be added or (as the case requires) subtracted from each of the respective basic rental rates and each of the respective basic royalty rates as required by clauses 13 and 19 hereof shall be an amount which in the case of each of these respective rates bears the same ratio to that rate as the difference bears to £255 Australian currency.

(b) For the purposes of this clause—

- (i)** the “difference” means the difference between the then world price of aluminium and £255 Australian currency;
- (ii)** the “then world price of aluminium” shall mean the average of the world prices of aluminium during each of the twenty quarters immediately preceding the date of the relevant adjustment under clause 13 or 19 as the case may be; and
- (iii)** the world price of aluminium during a quarter shall unless and until otherwise agreed mean the then Australian currency equivalent of the price per long ton of Canadian primary aluminium of 99.5 per centum purity f.o.b. Toronto as first quoted by the London Metal Bulletin following the commencement of that quarter.

(c) The amount ascertained under paragraph *(a)* of this clause shall be added in cases where the then world price of aluminium per long ton exceeds £255 Australian currency and shall be subtracted in cases where it is less than £255 Australian currency.

- 21.** The Company shall be entitled without payment of royalty—
- (a) to win from the Special Bauxite Mining Lease timber stone clay sand gravel and other aggregate materials (whether or not containing any designated mineral) and to use the same for the construction erection and maintenance of plant, buildings, roads and other works; and
 - (b) subject to the prior rights of Comalco under the provisions of “*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*” to draw water from the sea and estuaries in or adjacent to the Special Bauxite Mining Lease and to win and use any salt and other minerals contained therein and also to use such water for cooling and other purposes.
- 22.** The Minister reserves the right to grant to any person other than the Company any appropriate title within any Special Bauxite Mining Lease for any of the purposes of the Mining Acts, in respect of any mineral other than any of the designated minerals, or for any purposes of “*The Petroleum Acts, 1923 to 1962,*” but before doing so will consult the Company.

The Minister 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 Company of its rights under clause 18, to grant to any person other than the Company any appropriate title within any Special Bauxite Mining Lease for any of the purposes of the Coal Mining Acts or “*The Mining for Coal and Mineral Oil Acts, 1912 to 1941,*” but before doing so shall consult the Company.

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

- (i) disturb or interfere in any way with any deposits of the designated minerals (other than coal) unless—
 - (a) 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 Company; or

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

Subject as aforesaid all rights of ingress and egress over any Special Bauxite Mining Lease for the purposes of the Mining Acts, “*The Petroleum Acts, 1923 to 1962*,” “*The Coal Mining Acts, 1925 to 1964*” and “*The Mining for Coal and Mineral Oil Acts, 1912 to 1941*,” are reserved.

- 23. It is expressly agreed and declared that the rights of Aluminium Laboratories Limited under its aforementioned Authority to Prospect and any extension thereof shall continue in force subject only to clauses 8 and 22 hereof and to the rights of the Company under this Agreement or under any lease granted pursuant to the provisions hereof.
- 24. The State shall from time to time as and when required by the Company and upon surrender by the Company of such land from any Special Bauxite Mining Lease grant to the Company Special Perpetual Mining Purposes Leases in one or both forms set out in the Third 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, for agricultural or pastoral purposes in connection with the Town, or as a site for plant, machinery or harbour or other works.

Such Special Perpetual Mining Purposes Leases may be of any shape or area approved by the Minister but shall be otherwise deemed to be Miners' Homestead Perpetual Leases under "*The Miners' Homestead Leases Acts, 1913 to 1964,*" 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 Perpetual Mining Purposes Leases issued for the erection thereon of plant, machinery, or harbour or other works, the rental shall be the rate per acre payable on mineral leases granted under the Mining Acts.

25. The State shall, as and when requested by the Company, and wherever such grant is possible, grant to the Company mineral leases or special mineral leases under the provisions of the Mining Acts over any land outside any Special Bauxite Mining Lease required by the Company for the purpose of mining any of the designated minerals or for the purpose of constructing and/or maintaining dams, diversion weirs, spillways, pipe-lines, power-lines, pumping or ancillary works whether on or in the vicinity of the Wenlock and/or Ducie Rivers or otherwise in furtherance of its operations on any Special Bauxite Mining Lease, or otherwise for the purposes of this Agreement.

Notwithstanding any provision of the Mining Acts to the contrary, any such mineral lease or special mineral lease shall be for an initial period expiring on the same date as the term of the Special Bauxite Mining Lease granted to the Company pursuant to the provisions of clause 8 of this Agreement, but each such mineral lease or special mineral lease shall be subject to all other provisions of the Mining Acts.

26. Should it be established that electric power can be produced within any Special Bauxite Mining Lease or elsewhere within the State of Queensland at a cost which would justify the creation of a large-scale enterprise for the production of aluminium from bauxite mined from the bauxite field and for other associated purposes, the State shall, subject always to the then existing rights of other persons and to statutory power

in that direction, grant to the Company all such leases, licenses, authorities, powers and rights (including rights to necessary minerals and water) as may be necessary or expedient for or conducive or ancillary to the creation, development and operation of such an enterprise, by the Company.

27. (a) All survey work and information necessary for the purpose of properly identifying any land included in any Special Bauxite Mining Lease or included in any other lease granted pursuant to this Agreement, or to be surrendered at any time from any Special Bauxite Mining Lease or any other lease, or to be subdivisionally transferred from any such lease at any time, shall be carried out or provided by or at the expense of the Company.
- (b) The boundaries of the Special Bauxite Mining Leases granted in accordance with provisions of clause 8 of this Agreement and when the Minister so requires the boundaries of any Special Bauxite Mining Lease that may be granted in accordance with clause 44 of this Agreement and unless the Minister 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 Company 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 Company so that they are always readily available for use and in the event

of any disturbance of them they shall be reinstated by the Company.

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

28. Subject to the rights conferred upon Comalco under the provisions of “*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*” and subject always to the right of persons residing or travelling in the vicinity of any natural source to take water therefrom for their reasonable domestic and stock requirements the Company shall have the rights as hereinafter in this clause and the next succeeding clause provided—

- (a) To obtain water from the Wenlock River and the Ducie River and their respective tributaries (which rivers and tributaries are hereinafter together referred to as “the named rivers”) and from sources within or in the vicinity of the bauxite field and the right to use, sell or otherwise dispose of water so obtained for any purpose of or directly or indirectly in connection with its operations under this Agreement or under any lease or other right granted hereunder including the supply of water to the Town.
- (b) Within three years after the passing of the Act the Company shall notify the Minister the annual quantity of water which it will require to obtain from each of the named rivers the total of which in respect of both rivers shall not exceed 40,000 acre feet; and the Company shall thereafter have the prior right to obtain from each of the named rivers the annual quantity so notified in respect of that river.
- (c) The Company may at any time notify the Minister a total annual quantity of water which it desires to obtain from the named rivers which is in excess of 40,000 acre feet and the annual quantity which it will accordingly

desire to obtain from each of the named rivers, and the Company shall thereafter have the right to obtain from one or both of the named rivers such annual quantity in addition to the annual quantity to which it is already entitled as the Minister may then approve having regard to the reasonable requirements of the Company provided however that the Company shall not be granted under this paragraph the right to obtain from either of the named rivers an additional annual quantity which when added to the annual quantity which the Company is already entitled to obtain from that river and its tributaries shall exceed four-tenths of the estimated average annual flow of that river at the point of diversion.

- (d) The Company shall not without the approval of the Minister draw from the named rivers on any one day a total quantity which exceeds 60,000,000 gallons of water.
- (e) The Minister may after having given to the Company in writing twenty-four months' notice of his intention so to do direct that the Company shall not in any year draw from the named river or named rivers specified in the notice a quantity of water in excess of the total of—
 - (i) the quantity which it is estimated has reached the point of diversion after having been released from a storage dam constructed by the Company; and
 - (ii) eight-tenths of all other water which has reached the point of diversion.
- (f) Subject to the right of any other person carrying on prospecting or mining operations on the bauxite field to take water from sources which are not at the date when they are first regularly used by that person being regularly used by it, the Company shall in addition to its other rights hereunder have the right to obtain from rivers (other than the named rivers), from streams and from other sources within or adjacent to the bauxite field quantities of water not exceeding a total of 40,000 acre feet in any one year, provided however that the Minister

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may at any time direct in relation to any such river or stream that whenever the actual rate of flow therein exceeds 20,000,000 gallons of water per day the Company shall not draw from that river or stream more than eight-tenths of the water flowing therein.

- (g) The Company shall have the right to sink bores and wells in the bed of any river or stream within or in the vicinity of the bauxite field and to obtain water therefrom provided that it shall not without the approval of the Minister draw water from any one such river or stream at a rate exceeding 10,000,000 gallons per day.
- (h) For the purposes of obtaining and conveying to and throughout the bauxite field the water to which it is entitled under this clause the Company shall have the rights—

- (i) to build dams, weirs and protection and other works on the named rivers to regulate the flow thereof:

Provided that the Minister may examine the design of all such works and impose such conditions as he may reasonably consider necessary to ensure that no permanent damage will be caused thereby to the channel of that river and that no unnecessary restrictions will be imposed thereby on the future exploitation of the water resources of that river:

Provided also the Company shall when so required by the Minister construct such fishways as the Minister may in any case deem necessary;

- (ii) to use the beds of the named rivers to convey water from any storage to a point of diversion; and
 - (iii) to construct pipe-lines, aqueducts, channels, pumping stations and other works whether within or outside the bauxite field.
 - (i) The Company shall have the right to collect and store in any dam constructed by it on a named river a quantity of water sufficient after allowing for losses during storage and during conveyance to the point of diversion to

ensure the availability at a constant daily rate of diversion of the annual quantity which the Company is entitled under this Agreement to obtain from that river provided however that in order to provide for future requirements of other persons (including the State)—

- (i) in relation to any storage which has an estimated average annual rate of inflow which exceeds 120,000 acre feet and has an estimated capacity which exceeds 2,000 acre feet the Minister may direct that at any time when the rate of inflow is more than twenty cubic feet per second but less than five hundred cubic feet per second not more than eighty per centum of that inflow shall be retained by the Company in storage; and
 - (ii) in relation to any storage other than those referred to in subparagraph (i) of this paragraph the Company shall install outlet works having a capacity when the storage is full of not less than forty cubic feet per second.
- (j) For the purposes of investigating the availability of water and of constructing operating and maintaining any works authorised by this Agreement the Company shall have the right of access at all times with all necessary men transport materials and equipment to the named rivers and to all other rivers streams and sources from which it is entitled to obtain water.
- (k) The State shall ensure that any rights granted to any other person and any operations conducted by the State or by any other person within or in the vicinity of the bauxite field or on or in the vicinity of the named rivers and their catchment area shall be so limited or controlled that the quantity of water otherwise available to the Company is not thereby diminished.
- (l) The Company 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 Company in pursuance of its rights hereunder, but the State shall as

necessary resume any such land and the provisions of “*The Public Works Land Resumption Acts, 1906 to 1955,*” shall apply and extend accordingly and the Company shall reimburse to the State the compensation (if any) payable by the State in consequence of any such resumption.

29. (a) The Company shall have the right to sink bores and wells and to obtain water from sub-artesian sources within the bauxite field. Should any other person sink or propose to sink any sub-artesian bore or well within or in the vicinity of the bauxite field which the Company considers may reduce the quantity of water otherwise available to it from such sources then—
- (i) the area shall at the request of the Company be declared an area in which provisions of Part VII of “*The Water Acts, 1926 to 1964,*” shall operate in relation to sub-artesian wells;
 - (ii) licenses shall be issued to the Company for the sub-artesian bores or wells already established by it for the annual quantities of water which it is estimated would be available therefrom without interference from any other such bore or well; and
 - (iii) the issue of licenses to other persons and the sinking of bores or wells by the State shall be so controlled that the supply available from the aquifers tapped by the Company is not reduced below the annual amount for which the Company’s bores are licensed.
- (b) If the Company sinks a bore or well and a flowing supply is obtained, the bore immediately becomes an artesian bore, and as such requires a license under “*The Water Acts, 1926 to 1964.*”

Licenses will be issued to the Company for up to twelve (12) artesian bores and such licenses will contain conditions requiring that an outer string of casing of specified length be inserted and pressure cemented, and the flow controlled by a valve.

Conditions of the license may also require the flow be reticulated from the bore by a closed pipe-line reticulation.

The number of artesian bores for which licenses may be issued to the Company may, at any time, be reviewed to allow an increase in such number if, in the opinion of the Minister, such increase is warranted by reason of the Company's requirements of water and the availability of supply from the artesian sources.

The issue of licenses for artesian bores to other persons and the sinking of artesian bores by the State shall be so controlled that the supply available from the aquifers tapped by the Company is not reduced below the quantity which the Company is obtaining from its licensed bores.

- 30.** (a) The Company shall in respect of each calendar year provide the Minister with the following particulars of its use of water and of bores or wells sunk by it:—
- (i) the quantity of water obtained each month from each named river and from other sources; and
 - (ii) the location depth and stratigraphic details of each of the bores and wells sunk within the bauxite field, the results of any test conducted by it of the yield of water therefrom and the quantity of water obtained therefrom each half-year.
- (b) If the Company shall neglect or refuse to perform or observe all or any of the provisions of clauses 28, 29 and 30 hereof and on the part of the Company to be performed or observed the Company shall be liable to a penalty not exceeding £200 for each or any such breach as imposed by the Minister or, on reference to the Tribunal in manner hereinafter provided, the Tribunal.
- (c) For the purposes of clauses 28, 29 and 30 the term "Minister" shall mean the Minister for Local Government and Conservation or other Minister of the Crown for the time being administering "*The Water Acts, 1926 to 1964.*"

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- 31.** Any surplus or waste water discharged by the Company into any river stream or watercourse within or in the vicinity of the bauxite field shall revert to the State without payment to the Company.
- 32.** The Company shall have the right to discharge into the sea rivers streams and estuaries in or adjacent to the special Bauxite Mining Lease any drainage from the plant works and facilities of the Company and from any residential area and the Company shall ensure that any such discharge by it shall not be dangerous or injurious to public health. Any such discharge shall not (unless specifically authorised by the Minister for a particular purpose) be substantially injurious to marine life shall not cause harmful pollution of waters and shall not contain harmful solids. The Minister may from time to time direct the Company to make known to such persons as shall be specified by him and the Company shall so make known the nature of the effluent discharged or to be discharged.
- 33. (a)** As and when requested in writing by the Company the Governor in Council shall by Order in Council exclude from the Area of any existing Local Authority any area or areas from within the Special Bauxite Mining Lease set aside by the Company for any of the following purposes namely:—
- (i) for its plant machinery or harbour or other works;
 - (ii) for a town site; and
 - (iii) for agricultural or pastoral purposes in connection with any town.
- (b)** The Company with every such request shall submit to the Minister and to his satisfaction—
- (i) adequate survey information in accordance with paragraph (a) of clause 27 hereof for the purpose of identifying the area or areas in question; and

- (ii) a general scheme for any proposed town site including provision for roads drainage open spaces reserves local public utilities services and amenities.

- 34. (a)** The Governor in Council shall by the Order in Council made in pursuance of the provisions of clause 33 hereof excluding from the Area of any existing Local Authority any area or areas within the Special Bauxite Mining Lease or by another Order in Council constitute a separate Local Authority Area comprising the area or areas so excluded from the existing Local Authority Area. The Governor in Council may from time to time thereafter in a like manner include in the said separate Local Authority Area such other area or areas as may be excluded from the Area of any existing Local Authority.
- (b)** No apportionment of the assets or liabilities of any Local Authority shall be made by reason of the exclusion of any area or areas from the Area of that Local Authority pursuant to clause 33 hereof or its or their inclusion in the said separate Local Authority Area.

- 35. (a)** Upon the constitution in manner aforesaid of a separate Local Authority Area and subject to paragraph (c) of this clause and to clause 36 hereof—
 - (i) the company shall have and may exercise in respect of the aforesaid separate Local Authority Area all or any of the powers conferred by and shall be subject to the duties and obligations imposed by sections 21, 24, 26, 27 and Part XI (sections 30 to 52 inclusive) of the Local Government Acts as if it were the Local Authority for that separate Local Authority Area and in respect of the exercise of the said powers or any of them shall not be under any greater liability than would a Local Authority;

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- (ii) the Company shall have and may exercise the powers conferred and shall be subject to the duties and obligations imposed on a Local Authority by the laws of the State (other than the Local Government Acts) as if it were the Local Authority for that separate Local Authority Area.
 - (b) The provisions of sections 19, 20, 22, 23, 25, 28 and 29 of the Local Government Acts shall not apply to or affect the Company.
 - (c) The Governor in Council may from time to time by Order in Council—
 - (i) prohibit the Company from exercising any of the powers conferred by paragraph (a) of this clause;
 - (ii) impose any limit or restriction on the exercise by the Company of such power;
 - (iii) confer upon the Company any other power exercisable by a Local Authority under the Local Government Acts or under any other Act with such modifications thereof and amendments thereto (including the performance and observance of the duties and obligations in respect of any such power) as are deemed necessary to meet the particular circumstances; or
 - (iv) exempt the Company from compliance with any provision of the Local Government Acts or any other Act.
- 36. (a)** Upon the written request of the Company or if no request shall then have been made by the Company when deemed advisable by the Governor in Council the Governor in Council shall by Order in Council constitute a Town Commission under such name as shall be mutually agreed between the Minister and the Company and failing agreement as determined by the Governor in Council for the area or areas constituting the separate Local Authority Area.

- (b) The Town Commission shall consist of seven members. One member shall be appointed and removed by the Governor in Council from time to time at his discretion and shall be the Chairman. Three members shall be nominated and removed by the Company from time to time at its discretion. Three members shall be elected from the Area or Areas comprising the separate Local Authority Area as a whole in the manner provided by the Local Government Acts for the election of Aldermen and who shall likewise vacate office in the manner provided for Aldermen.
- (c) The first election of elected members shall be held on a date to be fixed by the Order in Council constituting the Town Commission which date shall be as soon as may be practicable after the making of the said Order in Council and subsequent elections of elected members shall be held on the date prescribed by the Local Government Acts for the election of other Local Authorities.
- (d) In all respects and for all purposes the Town Commission shall be and be deemed to be the Town Council of the separate Local Authority Area; the Chairman of the Town Commission shall be deemed to be the Mayor of the separate Local Authority Area and the members of the Town Commission shall be deemed to be Aldermen.
- (e) The Area or Areas constituting the separate Local Authority Area shall not for any purpose be divided into divisions.
- (f) No person shall be held incapable of being or continuing as a member of the Town Commission by reason of the fact that he is a member nominated by the Company or that he is an employee director or shareholder of the Company or of any Associated Company and no member of the Town Commission shall be disqualified by any of the said reasons from voting on any contract or other matter arising between the Town Commission and the Company or an Associated Company.

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- (g) The constitution of the Town Commission or the inclusion of any area or areas in the separate Local Authority Area shall in no way affect the ownership by the Company of any works or undertakings notwithstanding that such works are erected within the area of any road or public place and the Company shall be entitled to continue to own operate maintain and manage such works and undertakings.
- (h) Subject to the provisions of this Agreement the provisions of the Local Government Acts and of any other Act affecting a Local Authority shall following the constitution of the Town Commission apply to the Area or Areas comprised in the separate Local Authority Area and to the Town Commission but in so far as there shall be any conflict between the provisions of this Agreement and the provisions of such Acts or Act the provisions of this Agreement shall be paramount.

37. After the appointment of the Town Commission the Company may from time to time by notice in writing to the Town Commission in respect of any works or services owned operated or provided by the Company or any part or parts thereof surrender any or all of the powers functions and authorities conferred on it by clause 35 hereof but except to the extent that it shall have so surrendered such powers functions and authorities the Company in respect of such works and services part or parts shall continue to have and exercise them to the exclusion of the Town Commission. Particulars of any such surrender as aforesaid shall be published in the *Government Gazette* and upon such publication shall be judicially noticed.

Save as is by this clause otherwise expressly provided on and from the constitution of the Town Commission the Company shall cease to have and exercise the powers functions and authorities conferred on it by the said clause 35 hereof.

38. (a) The Town Commission may reimburse or agree to reimburse to the Company or to an Associated Company

any moneys expended or costs incurred by it in connection with the establishment of the Town and of any works or services or part or parts thereof in respect of which the Company has surrendered or agreed to surrender to the Town Commission its powers functions and authorities pursuant to clause 37 hereof and may pay or agree to pay interest on those moneys at the maximum rate approved by the Australian Loan Council as applicable to loan raisings by Local Bodies at the date of the acquisition of those works or services by the Town Commission or such other rate as shall be mutually agreed upon between the Company and the Town Commission and approved by the Treasurer of Queensland. The terms of any such agreement or contract shall be such as shall be approved by the Treasurer of Queensland.

- (b) The Town Commission may enter into any contract of any nature or kind with the Company or with an Associated Company (including a contract for the purchase acquisition or performance of works or services of any description and a contract for the supply of water or electricity) notwithstanding that such contract may be of the nature of a loan agreement or a contract of sale whereby the payment by the Town Commission for any real or personal property is spread over a period of time or whereby such payment may be made by way of instalments or a contract for the carrying out of any works or undertakings whereby the payment by the Town Commission for the carrying out of such works or undertakings is spread over a period of time or whereby such payment may be made by way of instalments and the Town Commission may pay or agree to pay interest on any moneys payable under any such contract at the maximum rate approved by the Australian Loan Council as applicable to loan raisings by Local Bodies at the date of the contract or such other rate as shall be mutually agreed upon between the Company and the Town Commission and approved by the Treasurer of Queensland. The terms of any contract specifically authorised by this paragraph (b) shall be

such as shall be approved by the Treasurer of Queensland.

- (c) The Town Commission may enter into any contract with the Company or with an Associated Company without first making or inviting tenders.
- (d) A copy of every contract between the Town Commission and the Company or an Associated Company which involves an amount in excess of £20,000 shall be submitted to the Minister for Local Government and Conservation or other the Minister of the State for the time being administering the Local Government Acts for his information, and any such contract may be set aside by the Governor in Council by Order in Council within one calendar month after the copy has been so submitted to the Minister and no contract between the Town Commission and the Company or an Associated Company shall otherwise be set aside or avoided provided always that nothing in this paragraph (d) contained shall validate any contract which would otherwise be illegal or void and which may accordingly be set aside by a court of competent jurisdiction.
- (e) The provisions of paragraphs (a), (b), (c) and (d) of this clause 38 shall apply and extend for such period (not being less than forty-five years) as shall be fixed by the Governor in Council by the Order in Council constituting the Town Commission or by a subsequent Order in Council: Provided that this provision shall not affect any contract or agreement entered into before the expiration of such period. Provided always that upon payment by the Town Commission to the Company of all moneys expended and costs incurred by the Company as mentioned in paragraph (a) of this clause and interest thereon as aforesaid and upon payment by the Town Commission to the Company of all moneys (including interest) payable by the Town Commission to the Company under any contract entered into by the Town Commission with the Company in pursuance of paragraph (b) of this clause the Governor in Council

may by Order in Council order that the provisions of paragraphs (a), (b), (c) and (d) of this clause shall forthwith cease to apply.

- (f) Any moneys payable by the Town Commission to the Company or any Associated Company for reimbursement of moneys expended or costs incurred or for the purchase or acquisition of any works as aforesaid shall be on the basis of proved cost unless a lesser amount shall be mutually agreed less the deduction of an appropriate allowance to cover depreciation, obsolescence or other deterioration and failing such mutual agreement as shall be determined by the tribunal.
- (g) Subject to the Company satisfying the Governor in Council that on the first day of July in any financial year the Company is carrying on the operations authorised by this Agreement the Treasurer of Queensland will on behalf of the State guarantee to the Company or any Associated Company the payment by the Town Commission to the Company or Associated Company of such amount of principal and/or interest as shall be payable in that financial year by the Town Commission under or in respect of any contract or agreement entered into by the Town Commission with the Company or the Associated Company in pursuance of the provisions of this clause 38.

The Governor in Council without being under any obligation so to do may if he shall think fit by Order in Council authorise the Treasurer of Queensland on behalf of the State to guarantee to the Company or to any Associated Company the payment by the Town Commission to the Company or to the Associated Company of the whole or any part of the amount (and whether of principal or interest) payable by the Town Commission under or in respect of any contract or agreement entered into by the Town Commission with the Company or the Associated Company in pursuance of the provisions of this clause 38.

For the purpose of this clause 38 the Town Commission shall be deemed to be a "Local Body" within the meaning of "*The Local Bodies' Loans Guarantee Acts, 1923 to 1957,*" and the

amount payable under any such contract or agreement to be money authorised to be borrowed by the Town Commission from the Company or Associated Company and the provisions of those Acts save and except as they are amended or modified by the provisions hereof shall *mutatis mutandis* apply and extend accordingly.

39. All houses and other property of the Company within the Special Bauxite Mining Lease shall at all times be excluded from all the provisions of “*The Landlord and Tenant Acts, 1948 to 1957.*”
40. The State shall provide and maintain medical hospital and educational facilities for the Town on the same basis as that on which it normally provides such facilities for towns of similar size, provided however that the Company shall if so requested by the State and on terms to be agreed between the Company and the Minister carry out such construction and provide such equipment and facilities as the State may reasonably require in connection therewith.
41. Should it decide to purchase a ship or ships for the purpose of transporting in bulk any of its products or materials the Company 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.
42. 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 Company, the products, materials or services used or produced by the Company, the operations of the Company or the conduct of business incidental thereto nor will it take or permit to be taken any other discriminatory action which would deprive the Company of full enjoyment of

the rights granted and intended to be granted under this Agreement.

- 43.** The Company shall have the right at any time to arrange with the appropriate Local Authority for the dedication of any land within the Special Bauxite Mining Lease as a road or otherwise howsoever for public purposes, and any land so dedicated shall be deemed to be excluded from any lease held by the Company pursuant to this Agreement provided however that on the request of the Company at any time and with the approval of the Minister any such dedication may be revoked whereupon the State shall ensure that the rights of the Company in relation to that land are effectually reinstated.
- 44.** The Company may at any time make application for a Special Bauxite Mining Lease of any area or areas of land situate outside the boundaries of the bauxite field for the purpose of mining for any or all of the designated minerals or otherwise for the purposes of this Agreement, and the Governor in Council may if he thinks fit grant such a lease.
- 45.** The Company may with the consent in writing of the Governor in Council first had and obtained—
- (a) assign its rights and obligations hereunder in whole or in part; and
 - (b) appoint an Associated Company to exercise all or any of the powers functions and authorities referred to in clauses 35 and 40 hereof and in that event all references to the Company in clauses 35, 37 and 38 hereof as the case may be shall be deemed to be references to the Associated Company so appointed.
- 46. (a)** If at any time any person is unable to arrange with the Company for access from or to the internal boundary of a Special Bauxite Mining Lease to or from the coast such person may make application to the Minister for

permission for such access and the Company shall at all times permit any person thereunto authorised by the Minister to have access over a route to be specified by the Minister from or to the internal boundary of the Special Bauxite Mining Lease to or from the coast provided that—

- (i) such right of access shall not interfere with any of plant, installations, buildings, facilities, works or operations of the Company;
 - (ii) the enjoyment by the Company of any right or privilege hereunder or arising herefrom shall not be unfavourably affected thereby and the discharge by the Company of any duty or obligation hereunder or arising herefrom shall not be impeded thereby; and
 - (iii) no part of the land comprised in a 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—
 - (A) entered into an agreement with the Company to compensate it for the loss of such designated minerals,
 - (B) has removed or stacked the same in a position where they can later be readily removed by the Company, or
 - (C) has entered into with the Company other arrangements to the satisfaction of the Company whereby the Company's rights to mine the designated minerals will be effectively preserved.
- (b) The Company shall until the appointment of the Town Commission ensure that at all times all persons resident in or visiting the Town have free and full right and liberty to use all roads in the Town.

47. (a) The Company shall have the right at any time and from time to time to surrender to the Crown in the right of the State any area of land or any part thereof held by the Company in any manner whatsoever under or in pursuance of the provisions of this Agreement or in pursuance of any lease license or other right which is no longer required by the Company.
- (b) The Governor in Council may from time to time require the Company to surrender to the Crown in the right of the State such lands from within any lease license or right as may be held by the Company 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 Acts. The Governor in Council so far as is practicable will not require the Company to surrender to the Crown any such land which is reasonably required by the Company for or in connection with the mining and treatment of bauxite the proof of which shall lie upon the Company. The Company upon being required to so surrender any specified land may offer to the State other land from within any lease license 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 Company shall without any unnecessary delay surrender to the Crown the land specified by the Governor in Council.
- (c) Upon any such surrender there shall be paid to the Company by the State such sum as shall be agreed upon between the Governor in Council and the Company and failing such agreement as determined by the Tribunal as the value at the time of such surrender of any improvements upon the land surrendered. The Company shall not be entitled to compensation for or in respect of the land so surrendered or any designated minerals thereon or therein.
- (d) So long as this Agreement shall remain in force the provisions of "*The Public Works Land Resumption Acts, 1906 to 1955*" or any Act amending the same or in

substitution therefor shall not apply to any land comprised in any lease license or right held by the Company under or in pursuance of the provisions of this Agreement.

48. (a) If the Company—

- (i) 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 fails neglects or refuses to arrange carry out make or undertake any of the geological geophysical or other investigations surveys boring pitting testing and/or investigations or surveys or studies specified in clause 4 of this Agreement;
- (ii) fails neglects or refuses to make available to the Minister the reports or results of the investigations surveys boring pitting testing or studies specified in clause 4 of this Agreement or to provide the Minister with particulars and results of investigations in accordance with the provisions of clauses 5 and 18 of this Agreement;
- (iii) fails neglects or refuses to comply with and observe the terms provisions and conditions of clauses 14 and 15 of this Agreement;
- (iv) fails neglects or refuses to pay to the State at the time or times when the same shall respectively become payable any sum of money payable by way of rent royalty or otherwise in pursuance of this Agreement;
- (v) fails neglects or refuses to surrender any land or any area or areas of land in accordance with the provisions of clause 47 of this Agreement,

the Company shall be deemed to be in default under the provisions of this Agreement and in any such case the Minister may give to the Company notice in writing requiring

the Company to remedy such default within such reasonable time as may be specified in such notice.

- (b) If the Company shall fail neglect or refuse to comply with the provisions of any such notice within such time as is so specified or within such extended time as may be granted by the Minister or the Tribunal the Governor in Council may by notice in writing to the Company determine this Agreement and thereupon subject as hereinafter provided the Company shall forfeit to the Crown freed from all mortgages encumbrances and charges all lands vested in or howsoever held by the Company pursuant to this Agreement (other than land held by the Company as a Special Perpetual Mining Purposes Lease) and the same shall vest in the Crown accordingly and the rights of the Company under this Agreement shall thereupon cease and determine.
- (c) Upon the determination of this Agreement in pursuance of the provisions of this clause and subject to the payment by the Company of all moneys then owing by the Company by way of rent royalty or otherwise in pursuance of this Agreement—
- (i) the Company shall be granted, if the Company so applies, in respect of any lands immediately prior thereto held by the Company under any lease granted to the Company in pursuance of the provisions of this Agreement such lease or leases (and whether under the Mining Acts, the Coal Mining Acts, the Miners' Homestead Leases Acts or any other Act of the State then in force) as it would then be competent for the Company 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 lastmentioned lease or leases form part; and
- (ii) the Company shall have the right within such time as the Governor in Council may consider reasonable to remove sell or dispose of any of its works.

- (d) The Company shall not be held to be in default under the provisions of this clause or to have failed to carry out any obligations under this Agreement nor shall the requirement to be complying with the provisions of clause 15 mentioned in clause 16 be operative if such default or failure is occasioned by act of God, force majeure, floods, storms, tempests, war, riots, civil commotions, strikes, lockouts, shortage of labour transport power or essential materials, break down of plant or machinery, inability of the Company in the opinion of the Governor in Council to sell or otherwise dispose of bauxite alumina or aluminium in reasonable quantities or any other cause whatsoever beyond the control of the Company.
 - (e) Where by this Agreement any period of time is fixed during which the Company is required to do any act matter or thing (including the expenditure of any sum of money) the Governor in Council upon being satisfied that the Company has been prevented or delayed by any of the aforesaid causes from doing that act matter or thing (or making that expenditure) the Governor in Council shall grant to the Company 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 Company 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 Company's obligation to do that act matter or thing (or make that expenditure) during such period as he may see fit.
- 49.** In case any question difference or dispute shall arise between the State and the Company concerning any clause or anything 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 Company under or in pursuance of the provisions of this Agreement 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.

- 50.** (a) 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.
- (b) The Tribunal shall consist of either—
- (i) A Judge of the Supreme Court of Queensland appointed by the Governor in Council; or
 - (ii) A Barrister of not less than ten years' standing appointed by the Governor in Council upon the recommendation of the Chief Justice of Queensland.
- (c) The Tribunal may be assisted by assessors who shall make such recommendations to the Tribunal as they or any of them shall think fit.
- (d) Upon each reference to the Tribunal such assessors shall be appointed to assist the Tribunal as are agreed upon between the Minister and the Company. The Tribunal may appoint any assessor or assessors.
- (e) The Tribunal after hearing the representations of all parties interested and considering the recommendations (if any) of the assessors will make such recommendation and report to the Minister as is proper or such Order as is just.
- (f) Every such Order of the Tribunal shall subject to review as hereinafter provided 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.
- (g) The Minister may of his own volition and shall when required by the Company refer to the Tribunal any matter requiring decision under the provisions of this

Agreement but no decision of the Tribunal shall be reviewed at intervals of less than one year unless so agreed between the Minister and the Company.

- (h) The Minister may at any time of his own volition or at the request of the Company refer to the Tribunal for consideration and report to the Minister any matter relating to the undertaking of the Company or otherwise arising under the provisions of this Agreement and the Tribunal shall make such report to the Minister as it thinks proper.
- (i) 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.
- (j) 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. 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 Supreme Court. A direction or decision of the Tribunal insofar as it relates to costs may be enforced in the same manner as a judgment or order of the Supreme Court.
- (k) The State or the Company 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.

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

- 51.** The Company 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 Associated Companies within the meaning of this Agreement with evidence showing the interest which the Company holds in any Associated or Subsidiary Company and the interest any Associated Company holds in the Company and the State may for the purposes of this Agreement rely and act upon the list of Associated Companies as last furnished by the Company.
- 52.** Subject to the due observance by the Company of its obligations under this Agreement and subject also in the case of any leases licenses or rights granted or extended under or in pursuance of the provisions of this Agreement to the due observance and performance by the Company of the covenants and agreements on its 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 licenses or rights during the term thereof respectively the rights of the Company under this Agreement and under such leases licenses or rights as the case may be shall not in any way through any act of the State be impaired disturbed or prejudicially affected.
- 53.** This Agreement shall be interpreted according to the laws for the time being in force in the State.
- 54.** 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 the Minister (as the case may be) if

The Schedule

signed by the Minister and forwarded by prepaid post to the Company at its registered office in the State and by the Company if signed on behalf of the Company by the managing director a director general manager secretary solicitor or attorney of the Company 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.

- 55.** The term of this Agreement shall subject to the provisions hereof be eighty-four years which shall be deemed to have commenced on the first day of January, 1964, with the right of the Company (subject to the provisions of this Agreement) at any time not later than two years prior to the expiration of the said term to give to the State written notice of its 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 by the Company or by any assignee of the Company or by any Associated Company 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 saving this present right of renewal and shall continue after the expiration of such extended term until determined by either party giving to the other two years' notice in writing in that behalf which notice may if so desired be given at any time within two years prior to the expiration of the extended term.
- 56.** The State will, to the extent of its power and authority so to do under or pursuant to the laws for the time being in force, use its best endeavours to enable the Company to obtain a suitable site on Port Musgrave with all necessary facilities including access for the processing and shipping of bauxite (including products thereof) from the Special Bauxite Mining Lease and without affecting the generality of the foregoing in particular—

- (a) If the Company is unable to arrange for access from or to the boundary of its Special Bauxite Mining Lease to or from the coast upon reasonable terms and makes application to the Minister for permission for such access, the Minister shall, subject to the provisions contained in that behalf in clause 56 of the Agreement a copy of which is set out in the Schedule to “*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*,” authorise the Company to have access over a suitable route to be specified by the Minister from or to the boundary of the Special Bauxite Mining Lease to or from the coast.
- (b) If the Company is unable to arrange for a suitable site on Port Musgrave for all necessary facilities to ship bauxite (including products thereof) from the Special Bauxite Mining Lease upon reasonable terms and makes application to the Minister for the provision of such site, the State shall on terms as to finance and otherwise to be agreed between the Company and the Minister exercise the powers conferred upon it by clause 57 of the said Agreement referred to in the immediately preceding paragraph of this present clause.

First Schedule

Parishes: Agnew, Barlow, Batavia, Burdett, Dumfries, Dunblane, Eglinton, Egmont, Ely, Pennefather, Skardon, Stormont.

Counties: Dulhunty, Jardine, Weipa.

Area: About 536 sq. miles.

That part of the State of Queensland within the following boundaries; Commencing on the eastern boundary of the Western Bauxite Field as established under "*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*" at a monument marked ^SBML1-K2 at about longitude 142° 07' 45" E and about latitude 11° 48' 10" S and thence by direct lines having initial true bearings and lengths as follows; 20° 08' 00", 48 chains 80 links to a monument marked ^AL1 at about longitude 142° 07' 56" E and about latitude 11° 47' 40" S; about 90° 01', about 544 chains to a monument marked ^AL2 at about longitude 142° 13' 57" E and about latitude 11° 47' 40" S; about 180°, about 2679 chains to a monument marked ^AL3 at about longitude 142° 13' 57" E and about latitude 12° 16' 54" S; about 269° 59', about 1050 chains to a monument marked ^AL4 at about longitude 142° 02' 18" E and about latitude 12° 16' 54" S; about 180°, about 1201 chains to a monument marked ^AL5 on the boundary of the Western Bauxite Field, thence by that Field 269° 58' 51", 960 chains and 73 links to a monument marked ^SBML1-B2 at about longitude 141° 51' 38" E and about latitude 12° 30' south; about 360°, about 1650 chains to a monument marked ^SBML1-C2 at about longitude 141° 51' 38" E and about latitude 12° 12' S; about 83°, about 1464 chains to a monument marked ^SBML1-T2 at about longitude 142° 07' 45" E and about latitude 12° 10' 03" S; about 360°, about 2005 chains to the point of commencement.

Second Schedule

Queensland

No.

“The Alcan Queensland Pty. Limited Agreement Act of 1965”

Special Bauxite Mining Lease

County	}	ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Australia, and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith
Parish		
Date of Lease		

TO ALL TO WHOM THESE PRESENTS SHALL COME,
GREETING:

WHEREAS, in conformity with the provisions of “*The Alcan Queensland Pty. Limited Agreement Act of 1965*” and of an Agreement dated _____ and made between Our State of Queensland and Alcan Queensland Pty. Limited a Company duly incorporated and registered in Our said State which Agreement was authorised by the said Act the said Company is now entitled to a Lease of the land in Our said State described in the Schedule hereinafter written for the purposes hereinafter set forth at the Yearly Rent hereinafter reserved under and subject to the covenants terms and conditions hereinafter mentioned. NOW KNOW YE that in consideration of the premises and of the Yearly Rent covenants provisoes and agreements hereinafter reserved and contained on the part of the said Alcan Queensland Pty. Limited its 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 Alcan Queensland Pty. Limited its successors and permitted assigns the same being hereinafter designated the Lessee ALL THAT Parcel of Land situated on the Cape

The Schedule

York Peninsula and particularly described in the Schedule hereinafter written and for all or any of the following purposes:—

- (a) for mining for all or any of the designated minerals (as defined in the said Agreement) and for all purposes necessary directly or indirectly effectually to carry on mining and treatment operations therein or thereon;
- (b) for erecting thereon any houses buildings plant and machinery for use directly or indirectly in connection with such mining or treatment operations;
- (c) for cutting and constructing thereon dams, weirs, reservoirs, wells, water channels, aqueducts and pipe lines, for pumping or raising water and for all other purposes relating to the obtaining storing or conveying of water;
- (d) for constructing or erecting any roads, harbour works (as defined in the said Agreement), works for the recovery of salt from sea water or other works whatsoever;
- (e) for any other purposes (whether manufacturing or otherwise) incidental to or necessary or desirable for the more effectual carrying out of all or any of the provisions or purposes of the said Agreement including but without limiting the generality of the foregoing the production and distribution of any form of lighting heating or power; and
- (f) for residence thereon in connection with any of such purposes:

TO HAVE AND TO HOLD the said lands and all and singular other the premises hereinbefore mentioned and hereby demised with the appurtenances unto the Lessee for the full term of Eighty-four years from the first day of January 1964 which said term shall be renewable on the Lessee's application made at any time during the last Two years of the then current term of this Lease for a further period of Twenty-one years upon the same terms and conditions except that the rent shall be such as the Governor in Council then

deems equitable and shall continue after the expiration of such extended term until determined by either party giving to the other two years' notice in writing in that behalf which notice may if so desired be given at any time within two years prior to the expiration of the extended term saving and excepting unto Us Our Heirs and Successors all gold and minerals other than designated minerals (the term "minerals" to have the same meaning as in "*The Mining on Private Land Acts, 1909 to 1956*") and all petroleum (the term "petroleum" to have the same meaning as in "*The Petroleum Acts, 1923 to 1962*") and helium found in association with petroleum found in the land herein demised and ALSO RESERVING 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 this Lease or any renewal thereof (but subject always to the provisions of clause 22 of the said Agreement) 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 gold minerals (other than designated minerals) or petroleum and helium found in association with petroleum YIELDING AND PAYING unto Us Our Heirs and Successors during the continuance of this Lease in advance on or prior to the first day of January in each year into the hands of our Treasurer for the time being at the Treasury in Brisbane in Our said State the following Yearly Rentals or sums that is to say:—

- (a) In respect of each of the first five years of the said term the sum of £2 0s. 0d. per square mile or part thereof;
- (b) In respect of each of the next ten years of the said term the sum of £4 0s. 0d. per square mile or part thereof;
- (c) In respect of each year of the remainder of the said term such sum as shall be determined in accordance with the provisions of paragraph (iii) of clause 13 of the said Agreement,

PROVIDED ALWAYS and these presents are upon the conditions following that is to say:—

- (1) That the Lessee shall well and truly pay or cause to be paid unto Us Our Heirs and Successors the rent hereby

reserved when and as the same shall become payable in manner hereinbefore appointed for that purpose. Subject to the provisions of clause 48 of the said Agreement if default is made by the Lessee in the payment of rent this Lease shall at Our option be forfeited but the Lessee may defeat forfeiture by payment of the rent within Ninety days of the due date with the addition of a sum by way of penalty equal to interest thereon at the rate of Ten pounds per centum per annum or such lesser penalty as the Minister may fix; but unless the whole of the rent together with the penalty is paid within Ninety days from the due date the Lease shall at Our option without any enquiry or other process be forfeited; PROVIDED that the Minister may waive the forfeiture and reinstate the Lease on payment of the arrears of rent due with accrued penalty;

- (2) That subject to the provisions of clause 48 of the said Agreement the Lessee or any Associated Company (as defined in the said Agreement) of the Lessee shall after the processing plant referred to in clause 14 of the said Agreement comes into production and during the currency hereof:—
- (a) be complying with all of its obligations towards Queensland Alumina Limited referred to in paragraph (b) of clause 14 of the said Agreement for the period of not less than Twenty (20) years referred to in paragraph (c) of the said clause; or
 - (b) after the expiration of such period of not less than Twenty (20) years be tolling with Queensland Alumina Limited bauxite to provide the Company with not less than Fifty thousand (50,000) short tons of alumina annually or be purchasing from Queensland Alumina Limited that quantity of alumina annually; or
 - (c) in the event that the Lessee should sell or otherwise dispose of its share in the equity capital of Queensland Alumina Limited as referred to in paragraph (a) of clause 14 of the said Agreement or if for any reason whatsoever the Agreement first

mentioned in clause 14 of the said Agreement shall cease to be binding on the Company:—

- (i) be constructing in the State a plant for the production of not less than One hundred thousand (100,000) short tons of alumina annually, or of not less than Twenty thousand (20,000) short tons of aluminium annually, from bauxite mined from the bauxite field, provided that the construction of such plant shall be completed and the plant producing alumina or aluminium as the case may be at the rate specified in paragraph (ii) of this present subclause (c) within a period of Five (5) years from the date of the Lessee ceasing to own its share of the equity capital of Queensland Alumina Limited as referred to in paragraph (a) of clause 14, and provided that the Lessee shall spend a sum of not less than Three million pounds (£3,000,000) on the said plant within the period of Two years of the commencement of the said period of Five (5) years; or
- (ii) be producing from bauxite mined from the bauxite field not less than Fifty thousand (50,000) short tons of alumina annually or Ten thousand (10,000) short tons of aluminium annually in any plant operated by the Lessee in the State;

PROVIDED ALWAYS that the alumina tolled for or purchased by the Company by or from Queensland Alumina Limited in accordance with the provisions of this present clause (2) shall be made from bauxite mined from the bauxite field or from Special Bauxite Mining Lease No. 1 granted under the provisions of “*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*”;

- (3) That the Lessee shall not assign underlet or part with possession of the land hereby demised or any part

thereof otherwise than in accordance with the provisions of paragraph (e) of clause 10 of the said Agreement;

- (4) That the Lessee 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 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 Lessee its 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 or roads or ways and all or any of the machinery and works in and upon the said land;
- (5) Subject to the provisions of clause 48 of the said Agreement if the Lessee commits any breach of or fails to observe any of the conditions set out above in this Lease other than as to payment of rent the Minister may give to the Lessee notice in writing requiring the Lessee to make good and rectify such default within such reasonable time as is specified in the Notice; and if the Lessee shall fail to comply with the provisions of such Notice within such time as is so specified or within such extended time as may be granted by the Minister, this Lease shall at Our option be forfeited it being expressly agreed and declared however that if the Lessee disputes that it is so in default the question whether or not the Lessee is so in default shall be determined by the Tribunal constituted by the said Agreement and the time specified in such Notice shall not run until the question is so determined; and upon the Lease being so forfeited the lands comprised therein shall revert to Us and the rights of the Lessee under this Lease shall thereupon cease and determine: PROVIDED ALSO that the Minister may waive the forfeiture and reinstate the Lease upon such conditions as the Governor in Council may determine;

-
- (6) The Lessee shall not be deemed to have failed to carry out any of its obligations under this Lease nor shall the requirement to be complying with the provisions of clause 15 mentioned in clause 16 of the said Agreement be operative if such failure is occasioned by act of God, force majeure, floods, storms, tempests, war, riots, civil commotions, strikes, lockouts, shortage of labour transport power or essential materials, breakdown of plant or machinery, inability of the Lessee in the opinion of the Governor in Council to sell or otherwise dispose of bauxite alumina or aluminium in reasonable quantities or any other cause whatsoever beyond the control of the Lessee, AND FURTHER the Lessee shall not be deemed to have failed to carry out an obligation under this Lease if that obligation is cancelled or deferred by the Governor in Council pursuant to the provisions of paragraph (e) of clause 48 of the said Agreement;
- (7) That upon any forfeiture or other determination of this Lease, the Lessee shall have the right, subject to payment of all money then owing by the Lessee by way of rent, royalty or otherwise—
- (a) to apply for and have granted such lease or leases (whether under “*The Mining Acts, 1898 to 1955*,” “*The Coal Mining Acts, 1925 to 1964*,” “*The Miners’ Homestead Leases Acts, 1913 to 1964*” or any other Act of the State then in force) as it would then be competent for the Lessee 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 land comprised in such lastmentioned lease or leases forms part;
- (b) to remove from the said lands and to sell or dispose of any of its works within such time as the Governor may consider reasonable

PROVIDED lastly and notwithstanding anything hereinbefore contained it is hereby agreed and declared that the Lessee may surrender this Lease in respect of the whole or any part of the

The Schedule

land hereby demised at any time upon giving to the Minister written notice of its intention so to do. 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.

In these presents the expressions “Minister” and “designated minerals” shall have the same respective meanings as in clause 1 of the said Agreement.

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

Third Schedule No. 1

Queensland

No.

Vol.

Fol.

“The Alcan Queensland Pty. Limited Agreement Act of 1965”

and

“The Miners’ Homestead Leases Acts, 1913 to 1964”

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

County
Parish
Area Acres Roods Perches
Date of Lease

} ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Australia, and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS in conformity with “*The Alcan Queensland Pty. Limited Agreement Act of 1965*” and “*The Miners’ Homestead Leases Acts, 1913 to 1964*” hereinafter called “the said Acts” ALCAN QUEENSLAND PTY. LIMITED a company duly registered in accordance with the laws of Our State of Queensland is now entitled to a Lease in Perpetuity of the Land hereunder particularly described as a Special Perpetual Mining Purposes Lease at the rent and under and subject to

The Schedule

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 ALCAN QUEENSLAND PTY. LIMITED its successors and permitted assigns (the same being hereinafter designated “the Lessee”) 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 Lessee its Successors and permitted assigns, in perpetuity, as a Special Perpetual Mining Purposes Lease 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 on Private Land Acts, 1909 to 1956*” and “*The Petroleum Acts, 1923 to 1962*” or any Regulations made or which may hereafter be made under the said Acts, or any of them save and except that there shall be no limitations as to area or shape; YIELDING AND PAYING Unto Us, Our Heirs and Successors, in each and every year, the annual rent at the rate of ten shillings per acre or part thereof or any greater amount as may be prescribed from time to time by “*The Mining Acts, 1898 to 1955*” or any amendment thereof in respect of Mineral Leases issued under those Acts; 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 gold and minerals (the term “Minerals” to have the same meaning as in “*The Mining on*

Private Land Acts, 1909 to 1956”) and all petroleum (the term “Petroleum” to have the same meaning as in “*The Petroleum Acts, 1923 to 1962*”) and all helium found in association with petroleum on or below the surface of the said land, and all mines of gold and 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 person 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 gold and minerals, or any of them, (other than designated minerals) or mines of gold and minerals, or any of them, (other than designated minerals) and of searching for, and for the operations of obtaining petroleum, in 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 Lessee 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 Main Roads (or other Minister of the Crown for the time being administering the Mining Acts) written notice of its 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 Lessee shall have the right to be exercised within a reasonable time to remove from the said land all plant machinery equipment and other improvements whatsoever which the Lessee may have installed or caused to be installed on such land.

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

Third Schedule No. 2

Queensland

No.

Vol.

Fol.

“The Alcan Queensland Pty. Limited Agreement Act of 1965”

and

“The Miners’ Homestead Leases Acts, 1913 to 1964”

SPECIAL PERPETUAL MINING PURPOSES LEASE for residential, business, agricultural or pastoral purposes.

County

Parish

Area Acres Roods Perches

Date of Lease

} ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Australia and her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS in conformity with “*The Alcan Queensland Pty. Limited Agreement Act of 1965*” and “*The Miners’ Homestead Leases Acts, 1913 to 1964*” hereinafter called “the said Acts” Alcan Queensland Pty. Limited a company duly registered in accordance with the laws of Our State of Queensland, is now entitled to a Lease in Perpetuity of the Land hereunder particularly described as a Special Perpetual 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 Alcan Queensland Pty. Limited its successors and permitted assigns (the same being hereinafter designated “the Lessee”), 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 Lessee its successors and permitted assigns, in perpetuity, as a Special Perpetual Mining Purposes Lease 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 on Private Land Acts, 1909 to 1956*” and “*The Petroleum Acts, 1923 to 1962*” or any Regulations made or which may hereafter be made under the said 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 pounds shillings and pence: AND in each 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 lessee 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 gold and minerals (the term “Minerals” to have the same meaning as in “*The Mining on Private Land Acts, 1909 to 1956*”) and all petroleum (the term “Petroleum” to have the same meaning as in “*The Petroleum Acts, 1923 to 1962*”) and all helium found in association with petroleum on or below the surface of the said land, and all mines of gold and 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 gold and minerals, or any of them (other than designated minerals), or mines of gold and minerals, or any of them (other than designated minerals), and of searching for, and for the operations of obtaining petroleum in 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 Lessee 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 Main Roads (or other Minister of the Crown for the time being administering the Mining Acts) written notice of its 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 Lessee shall have the right to be exercised within a reasonable time to remove from the said land all plant machinery equipment and other improvements whatsoever which the Lessee may have installed or caused to be installed on such land.

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

IN WITNESS WHEREOF the Parties hereto have executed these presents on the day and year aforesaid.

SIGNED by THE
HONOURABLE GEORGE
FRANCIS REUBEN NICKLIN,
Premier and Minister for State
Development of the State of
Queensland for and on behalf of
the said State }

In the presence of

THE COMMON SEAL of
ALCAN QUEENSLAND PTY.
LIMITED was hereto affixed }

In the presence of

ALUMINIUM LABORATORIES LIMITED doth hereby consent to the provisions of the within Agreement.

SIGNED SEALED and
DELIVERED for and on behalf of
ALUMINIUM LABORATORIES
LIMITED by its duly constituted
attorney }

In the presence of

Endnotes

1 Index to endnotes

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2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Accordingly, this reprint includes all amendments that commenced operation on or before 1 July 2000. Future amendments of the Alcan Queensland Pty. Limited Agreement Act 1965 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

3 Key

Key to abbreviations in list of legislation and annotations

Key	Explanation	Key	Explanation
AIA	= Acts Interpretation Act 1954	(prev)	= previously
amd	= amended	proc	= proclamation
amdt	= amendment	prov	= provision
ch	= chapter	pt	= part
def	= definition	pubd	= published
div	= division	R[X]	= Reprint No. [X]
exp	= expires/expired	RA	= Reprints Act 1992
gaz	= gazette	reloc	= relocated
hdg	= heading	renum	= renumbered
ins	= inserted	rep	= repealed
lap	= lapsed	(retro)	= retrospectively
notfd	= notified	rv	= revised edition
num	= numbered	s	= section
o in c	= order in council	sch	= schedule
om	= omitted	sdiv	= subdivision
orig	= original	SIA	= Statutory Instruments Act 1992
p	= page	SIR	= Statutory Instruments Regulation 2002
para	= paragraph	SL	= subordinate legislation
prec	= preceding	sub	= substituted
pres	= present	unnum	= unnumbered
prev	= previous		

4 Table of reprints

Reprints are issued for both future and past effective dates. For the most up-to-date table of reprints, see the reprint with the latest effective date.

If a reprint number includes a letter of the alphabet, the reprint was released in unauthorised, electronic form only.

Reprint No.	Amendments to	Effective	Reprint date
1	1995 Act No. 58	28 November 1995	13 December 1995

Reprint No.	Amendments included	Effective	Notes
2	2000 Act No. 20	1 July 2000	

5 Tables in earlier reprints

Name of table	Reprint No.
Obsolete and redundant provisions	1

6 List of legislation

Alcan Queensland Pty. Limited Agreement Act 1965 No. 2

date of assent 31 March 1965

commenced on date of assent

amending legislation—

Statute Law Revision Act (No. 2) 1995 No. 58 ss 1–2, 4 sch 1

date of assent 28 November 1995

commenced on date of assent

GST and Related Matters Act 2000 No. 20 ss 1, 2(4), 29 sch 3

date of assent 23 June 2000

ss 1–2 commenced on date of assent

remaining provisions commenced 1 July 2000 (see s 2(4))

7 List of annotations

Executed agreement to have force of law

s 3 amd 1995 No. 58 s 4 sch 1

Variation of agreement

s 4 sub 1995 No. 58 s 4 sch 1

Application of GST to rents after 30 June 2005

s 4A ins 2000 No. 20 s 29 sch 3

Regulation making power

s 5 sub 1995 No. 58 s 4 sch 1

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