



# **Commonwealth Aluminium Corporation Pty. Limited Agreement Act 1957**

**Current as at 11 September 2015**

© State of Queensland 2021



This work is licensed under a Creative Commons Attribution 4.0 International License.



Queensland

# Commonwealth Aluminium Corporation Pty. Limited Agreement Act 1957

## Contents

---

|                   |   | Page       |
|-------------------|---|------------|
| 1                 | Short title .....                                     | 3          |
| 2                 | Execution of agreement authorised .....               | 3          |
| 3                 | Executed agreement to have force of law .....         | 3          |
| 4                 | Variation of agreement .....                          | 3          |
| 4A                | Application of GST to rents after 30 June 2005 .....  | 4          |
| 4B                | Declaration for Commonwealth Act .....                | 5          |
| 4C                | Authorisation of variation by further agreement ..... | 5          |
| 4D                | Authorisation of variation by further agreement ..... | 5          |
| 4E                | Authorisation of variation by further agreement ..... | 5          |
| 5                 | Regulation making power .....                         | 5          |
| <b>Schedule 1</b> | <b>The agreement</b> .....                            | <b>6</b>   |
| <b>Schedule 2</b> | <b>Proposed further agreement</b> .....               | <b>80</b>  |
| <b>Schedule 3</b> | <b>Proposed further agreement</b> .....               | <b>84</b>  |
| <b>Schedule 4</b> | <b>Proposed further agreement</b> .....               | <b>88</b>  |
| <b>Schedule 5</b> | <b>Proposed further agreement</b> .....               | <b>100</b> |



---

# Commonwealth Aluminium Corporation Pty. Limited Agreement Act 1957

**An Act with respect to an agreement between the State of Queensland and Commonwealth Aluminium Corporation Pty. Limited; and for purposes incidental thereto and consequent thereon**

## **1 Short title**

This Act may be cited as the *Commonwealth Aluminium Corporation Pty. Limited Agreement Act 1957*.

## **2 Execution of agreement authorised**

The Premier and Chief Secretary is hereby authorised to make, for and on behalf of the State, with Commonwealth Aluminium Corporation Pty. Limited, a company duly incorporated in the said State and having its registered office at 240 Queen Street, Brisbane, in the said State, the agreement a copy of which is set out in schedule 1 (the *agreement*).

*Note—*

Since the making of the agreement, Commonwealth Aluminium Corporation Pty. Limited has changed its name to Rio Tinto Aluminium Limited.

## **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 only—

- (a) by further agreement between the State and the other parties to the agreement; and
  - (b) under the authority of an Act.
- (2) A variation of the agreement purported to be made other than under subsection (1) is of no effect.
  - (3) The Minister must notify the date of the making of each 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.

**4B Declaration for Commonwealth Act**

A special bauxite mining lease is declared not to be personal property under the *Personal Property Securities Act 2009* (Cwlth).

**4C Authorisation of variation by further agreement**

The agreement may be varied by further agreements corresponding to the proposed further agreements set out in schedules 2 and 3.

**4D Authorisation of variation by further agreement**

The agreement may be varied by further agreement corresponding to the proposed further agreement set out in schedule 4.

**4E Authorisation of variation by further agreement**

The agreement may be varied by further agreement corresponding to the proposed further agreement set out in schedule 5.

**5 Regulation making power**

The Governor in Council may make regulations under this Act.

## **Schedule 1      The agreement**

### section 2

*Note—*

Consistent with the provisions of the Act, this schedule contains only the proposed agreement authorised to be entered into by the Act as originally enacted. It does not purport to be either the agreement actually entered into or that agreement as amended from time to time.

AN AGREEMENT made the day of One thousand nine hundred and fifty- BETWEEN THE STATE OF QUEENSLAND of the one part and COMMONWEALTH ALUMINIUM CORPORATION PTY. LIMITED a company duly incorporated in the State of Queensland and having its registered office at 240 Queen Street Brisbane in that State of the other part. . . . .

WHEREAS Australian Mining and Smelting Company Limited is the holder of Authorities to Prospect Numbers 28 M. and 37 M. issued pursuant to section 23A of the Mining Acts which said Authorities to Prospect bestow the prior rights to acquire mining leases for the purpose of mining for minerals as therein set out in the areas therein defined in the Cape York Peninsula and

WHEREAS Australian Mining and Smelting Company Limited is associated with the Company in its business and operations and has concurred in the provisions of this Agreement which concurrence is evidenced by its execution of the consent endorsed on this Agreement and

WHEREAS a deposit of bauxite has been found to exist over a considerable part of the surface of the areas held under the aforesaid Authorities to Prospect and the Company desires to bring the said deposit into production and to produce bauxite and alumina and if later found practicable aluminium therefrom and

WHEREAS for such purpose it is necessary to construct works for the recovery and treatment of the minerals designated herein and

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 hereof;

“**Associated Company**” means and includes Australian Mining and Smelting Company Limited any subsidiary company of the Company and any company associated directly or indirectly with the Company in its business or operations;

“**bauxite field**” means the western and (as and when designated) the eastern bauxite field;

“**Coal Mining Acts**” means “*The Coal Mining Acts, 1925 to 1952*” and any other Act or Acts relating to coal mining;

“**the Company**” means Commonwealth Aluminium Corporation Pty. Limited its successors and permitted assigns;

“**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 license or other right granted hereunder;

**“eastern bauxite field”** means such land (if any) as the Company may select pursuant to clause 9 hereof;

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

**“the Harbour”** means any harbour within or adjacent to the bauxite field constructed pursuant to the provisions of this Agreement;

**“the Harbour Board”** means the Harbour Board constituted for the Harbour pursuant to clause 37 hereof;

**“harbour works”** means harbour works as that term is defined in section 8 of *“The Harbours Acts, 1955 to 1956”*;

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

**“Land Acts”** means *“The Land Acts, 1910 to 1957”*;

**“Local Government Acts”** means *“The Local Government Acts, 1936 to 1957”* 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 Development, 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 10 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 27 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 43 hereof;

**“the Town Commission”** means the Town Commission constituted pursuant to clause 46 hereof;

**“the Tribunal”** means the Tribunal constituted pursuant to clause 60 hereof;

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

The singular includes the plural and the plural includes 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 Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957.*”

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 1956.*”

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 Authorities to Prospect Nos. 28 M and 37 M the Company shall make such

arrangements with Australian Mining and Smelting Company Limited as will enable the Company to furnish to the Minister and shall on or before the thirtieth day of June, 1958, furnish to the Minister comprehensive reports on all the investigations carried out by the Company or Australian Mining and Smelting Company Limited in respect of designated minerals on those portions of the said Authorities to Prospect Nos. 28 M and 37 M that are to be included in the western bauxite field. Such reports shall deal with all work done on those portions up to and including the thirty-first day of December, 1957, 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 or near the area 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 conversion of alumina into aluminium 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 five years from the first of such investigations and thereafter of not less than ten years from the preceding investigation make further investigations and furnish to him results as aforesaid:

Provided that the obligations of the Company under this paragraph shall cease if and when the Company shall either commence the construction of a large-scale enterprise or surrender the area or areas of land as specified in clause 16 hereof.

- (d) Undertake a study of the water resources of the Wenlock River (and also if the Company considers necessary of the Watson River) with a view to determining:

- (i) the most practicable and economic site thereon for locating a dam and other works for the storage and diversion of the water which the Company will desire to draw therefrom; and
  - (ii) an estimate of the quantity of water which will be continuously available therefrom; and
  - (iii) the most practicable and economic route and method for conveying water from such site to the western bauxite field and the site or sites upon which it may be necessary to locate pumping stations outside the western bauxite field for the purpose of so conveying such water;
- and make available to the Minister the results of that study;  
and
- (e) Make such investigations and surveys as it may consider necessary for determining the areas within the bauxite field required for residential agricultural and pastoral purposes to service the mining, treatment and other operations of the Company.
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, 1958, provide the Minister with particulars of its geological and geophysical investigations in relation to designated minerals on the bauxite field in accordance with existing practice and upon the surrender by the Company to the State of any area comprised in the bauxite field 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. (a) As soon as it considers it practicable to do so after completion of the investigations and surveys referred to in clause 4 hereof, the Company shall proceed to establish within the State and whether within the bauxite field or elsewhere a plant for the production of alumina in commercial quantities.
- (b) If it decides to establish the said plant elsewhere within the State than within the bauxite field the Company shall inform the Minister its reasons for that decision.
8. (a) Subject to Australian Mining and Smelting Company Limited agreeing to the alteration of the said Authorities to Prospect Numbers 28 M and 37 M by excluding such lands as may be necessary for such purpose the State shall forthwith grant to the Company a Special Bauxite Mining Lease for the western bauxite field for an initial term of eighty-four (84) years commencing on the first day of January, 1958.
- (b) Upon the alteration of the said Authorities to Prospect as aforesaid a further Authority or Authorities to Prospect shall forthwith be granted to Australian Mining and Smelting Company Limited in respect of such lands for minerals other than designated minerals for the remainder of the respective terms of the said Authorities to Prospect Numbers 28 M and 37 M.
9. (a) At any time within three years from the passing of the Act the Company may by notice in writing to the Minister designate an area or areas of land (totalling not

more than 500 square miles) comprising a part or parts of the land described in the Second Schedule hereto as the eastern bauxite field.

- (b) Upon such designation of the eastern bauxite field the State shall forthwith grant to the Company a Special Bauxite Mining Lease thereof.

**10.** The purposes for which Special Bauxite Mining Leases shall be granted shall be—

- (a) for mining for all or any of the designated minerals 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, 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.

**11.** (a) Every Special Bauxite Mining Lease shall be in the form and contain the conditions set out in the Third

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 the bauxite field 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.
12. 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.

13. (a) 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.
- (b) The Company from time to time shall surrender to the Crown freed and discharged from all mortgages encumbrances and charges such area or areas of land comprised in the Special Bauxite Mining Lease or Special Bauxite Mining Leases so that the total area of land comprised in such lease or leases shall not at the respective time stated exceed the area respectively hereinafter provided—
- At 31st December, 1967 . . . . . 1750 square miles.  
At 31st December, 1972 . . . . . 1250 square miles.  
At 31st December, 1977 and  
thereafter . . . . . 1000 square miles.
- (c) Upon the surrender by the Company of any area of land in compliance with the requirements of the preceding paragraph (b) of this clause 13 the Minister shall ensure that the Company shall have all necessary rights of access to from and between the area or areas retained by the Company.
14. 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, 1958, 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, 1963, at the annual rate of £4 0s. 0d. per square mile; and
- (iii) thereafter at such annual rate (hereinafter 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, 1979, 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 23 hereof but in no case shall such annual rate be less than £15 0s. 0d. per square mile.
15. Subject to clause 58 hereof the Company in carrying out its obligations under this Agreement or otherwise howsoever directly or indirectly for or in connection with the purposes of this Agreement or of any Special Bauxite Mining Lease shall during the currency of any such lease expend whether on capital or revenue account not less than the following total sums:—

|   |          |
|---|----------|
| During the first year of the term of the Special Bauxite Mining Lease granted under clause 8 hereof . . . . . | £100,000 |
| During the second and third years of such term  | £250,000 |
| During the fourth and fifth years of such term .  | £375,000 |
| During the sixth and seventh years of such term . . . . .   | £775,000 |
| During each of the eighth, ninth and ten years of such term . . . . .   | £750,000 |

|  |            |
|--|------------|
| During each of the years from the eleventh to the fifteenth years of such term, both inclusive | £1,500,000 |
| During each succeeding year of such term thereafter.....                                       | £2,500,000 |

16. (a) If at any time after the expiration of twenty years from the date of this Agreement the Minister shall be satisfied that a large-scale enterprise for the conversion of alumina into aluminium is economically possible in the State or elsewhere in Australia or its territories and so certifies in writing to the Company then either
- (i) the Company shall commence to construct such large-scale enterprise within a period of five years from the date of such certification and complete the construction thereof within a period of ten years from the date of such certification; or
  - (ii) should the Company not within the said period of five years commence such construction as aforesaid or not satisfy the Minister that it is not then possible to construct and operate on an economic basis an aluminium smelter in the State or elsewhere in Australia or its Territories the Company shall if so required by the Minister surrender to the Crown freed and discharged from all mortgages encumbrances and charges an area or areas of the land comprised in the Special Bauxite Mining Lease or Special Bauxite Mining Leases comprising approximately one-third of the total area then held under Special Bauxite Mining Lease or Special Bauxite Mining Leases.
- (b) The area or areas to be surrendered in pursuance of the provisions of the last preceding paragraph (a) shall be defined by agreement between the Minister and the Company (and failing such agreement shall be defined by the Tribunal) so that
- (i) such area or areas contains or contain in the aggregate as nearly as may be one-third of the

“proved bauxite” of economic grade within the aforesaid total area;

- (ii) the Company will retain any block of bauxite which it is then using as a substantial source of bauxite;
- (iii) the Company will retain at least one-third of the “proved bauxite” of economic grade in the most convenient position in relation to its existing works; and
- (iv) at least seventy-five per centum of the surrendered “proved bauxite” of economic grade shall be situated in the western bauxite field.

In assessing a proportion of the “proved bauxite” of economic grade regard will be had to the average grade and composition of the bauxite in the area concerned and the average grade and composition throughout the aforesaid total area.

For the purposes of this clause the term “large-scale enterprise” shall mean an aluminium smelter of a designed capacity of not less than thirty thousand tons each of 2,240 lbs. avoirdupois of aluminium per annum.

The provisions of this clause shall not operate in any case where the Company has commenced the construction of such a large-scale enterprise and completes such construction within a period of ten years from commencement.

17. The Company shall be deemed to have commenced the construction of the works and large-scale enterprise specified in the last preceding clause 16 hereof if the construction of an aluminium smelter in the State or elsewhere in Australia or its Territories is commenced by an Associated Company and the smelter is being constructed for the purpose of treating alumina produced by the Company.

18. Without the consent of the Governor in Council first had and obtained the Company shall not remove or permit suffer or allow to be removed any bauxite from the State other than for the purpose of the delivery of the same to the Australian Aluminium Production Commission (the Commission constituted by the *Aluminium Industry Act 1944-1952* of the Commonwealth of Australia) or to its successors or assigns for the purpose of treating such bauxite at its works at Bell Bay in the State of Tasmania.
19. 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 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 Acts, 1910 to 1945*” or any future amendments or modifications thereof shall extend and apply to all mines (as defined in those acts) 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 acts 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.

20. 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 adjacent to the bauxite field as from time to time shall be specified by the Governor in Council.
  
21. The Company shall also 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 any Special Bauxite Mining Lease and in addition within the area which is more particularly described in the Fourth Schedule hereto. 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 or within the area described in the Fourth Schedule hereto, 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 or on the other area described in the Fourth Schedule hereto 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.

- 
22. (a) The Company shall pay to the State as and by way of royalty—
- (i) in respect of designated minerals other than coal 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 shell shell-grit coral and other calcium bearing materials sold disposed of to other persons or used by the Company a royalty at the rate of three pence per ton; and
  - (iii) in respect of coal 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:

Provided however that the rates of royalty set out in sub-paragraphs (i), (ii) and (iii) of this paragraph (hereinafter called the basic royalty rates) shall be subject to adjustment as from the first day of January, 1979, 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 23 hereof. Provided that in no case shall such rates of royalty be reduced by such adjustment below those obtaining at the date of this Agreement.

- (b) For the purpose of ascertaining the royalties payable under this clause no material removed from designated minerals or the materials referred to in subparagraph (ii) hereof by hand picking, screening, washing or similar process shall be deemed to have been used by the Company.
23. (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 14 and 22 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 14 or 22 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.

- 24.** The Company shall be entitled without payment of royalty—
- (a) to win from the bauxite field 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) to draw water from the sea and estuaries in or adjacent to the bauxite field and to win and use any salt and other minerals contained therein and also to use such water for cooling and other purposes.

25. 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 1955,*” 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, granted under clause 8 hereof, or the time of renouncement by the Company of its rights under clause 21, 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 1955*,” “*The Coal Mining Acts, 1925 to 1952*” and “*The Mining for Coal and Mineral Oil Acts, 1912 to 1941*” are reserved.

26. It is expressly agreed and declared that the rights of Australian Mining and Smelting Company Limited under its aforementioned Authorities to Prospect and any extension thereof shall continue in force subject only to clauses 8 and 25 hereof and to the rights of the Company under this Agreement or under any lease granted pursuant to the provisions hereof.

27. 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 the form set out in the Fifth Schedule hereto in respect of any part or parts of the land within the Special Bauxite Mining Lease to be used or reasonably required for the purposes of the Town, 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 1957*,” 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.

28. 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 Watson 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, but each such mineral lease or special mineral lease shall be subject to all other provisions of the Mining Acts.

- 29.** 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 conversion of alumina into aluminium 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.
- 30.** (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 clauses 8 and 9

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 54 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.

- 31. (a) 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 to obtain water from the Wenlock River and the Watson 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 western 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 and the Harbour).

- (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 western 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 western bauxite field quantities of water not exceeding a total of 40,000 acre feet in any one year, provided however that the Minister 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 western 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 western 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 western 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 western bauxite field or on or in the vicinity of the named rivers and their catchment areas 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.
32. (a) The Company shall have the right to sink bores and wells and to obtain water from sub-artesian sources within the western bauxite field. Should any other person sink or propose to sink any sub-artesian bore or well within or in the vicinity of the western 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 1957*" 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 1957.*"

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 pipeline 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.

33. (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 western 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 31, 32 and 33 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 31, 32 and 33 the term “Minister” shall mean the Minister for Lands and Irrigation or other Minister of the Crown for the time being administering “*The Water Acts, 1926 to 1957.*”
34. Any surplus or waste water discharged by the Company into any river stream or watercourse within the western bauxite field shall revert to the State without payment to the Company.
35. Upon and after the commencement of mining operations on the eastern bauxite field the Company shall in relation to that field and to sources within or in the vicinity thereof have rights relating to water in all respects corresponding to those granted to it hereunder in relation to the western bauxite field and to sources within or in the vicinity thereof, provided however that nothing in this clause shall entitle the Company to any rights relating to water from the named rivers other than such as are granted by the preceding clauses hereof.

36. The Company shall have the right to discharge into the sea rivers streams and estuaries in or adjacent to the bauxite field 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.
37. (a) The Company shall have the right to survey and construct a harbour within and adjacent to the bauxite field and to construct, manage, operate, maintain, use and regulate the use of harbour works and to use and occupy such part of the bauxite field or of the foreshore or of any tidal land or tidal water as may be necessary for the construction, management, operation, maintenance and use of those harbour works without the necessity for any Order in Council under section 137 of "*The Harbours Acts, 1955 to 1956.*"
- (b) Until such time as a Harbour Board is constituted for the Harbour in the manner hereinafter provided, any works constructed by the Company under the authority of this clause shall be available for public use on such terms and conditions as may be authorised by the Governor in Council. Her Majesty's ships provided they do not carry passengers and/or goods for hire and goods the property of the Commonwealth or the State shall be exempt from all charges saving in appropriate cases any charges for mooring berthing wharfage dock slip or other accommodation actually provided and for services rendered by the Company its officers or employees.
- (c) The Governor in Council may authorise The Corporation of the Treasurer of Queensland (the Corporation continued by "*The Harbours Acts, 1955 to*

1956”) or when reconstituted as such under those Acts The Queensland Harbours Trust or any person to construct in the said harbour such harbour works as the Governor in Council may consider necessary or desirable and which the Company (or the Harbour Board when constituted in manner hereinafter provided) is unable or refuses to construct. Any land required for or in connection with the construction and operation of any such harbour works shall be land required for public purposes within the meaning of clause 57 hereof and the provisions of that clause shall apply and extend accordingly.

(d)—

- (i) As and when requested in writing by the Company or if no request shall then have been made when deemed advisable by the Governor in Council the Governor in Council shall by Order in Council define the limits of the harbour and constitute a Harbour Board which shall consist of four members who shall be nominated and removed by the Company from time to time at its discretion. For all necessary purposes of the Harbours Acts (including the appointment of a chairman) the first appointment of members by the Company shall be deemed to be the first election of elective members.
- (ii) The Governor in Council may by the same or another Order in Council constitute a Harbour Board District which shall comprise an area in the vicinity of the harbour and the limits of which shall be defined by that Order in Council and which shall not for any purpose be divided into parts.
- (iii) From and after a date to be fixed by the same or another Order in Council the Harbour Board shall consist of seven members four of whom shall be appointed and removed by the Company from time to time at its discretion and three of whom shall be elected by the electors of the Harbour Board District at the same time and in the same manner as

is herein provided for the election of members of the Town Commission, provided that the Governor in Council may by Order in Council make all such provisions in relation to the first election of members as he deems necessary in order to give effect to this clause.

- (iv) The Chairman of the Harbour Board shall be elected from among the members appointed by the Company.
- (v) From and after the date (if any) upon which the Treasurer of Queensland in pursuance of the provisions hereinafter contained guarantees to the Company or any Associated Company the payment by the Harbour Board to the Company or any Associated Company of the amount of principal and/or interest payable by the Harbour Board for or in respect of any financial year under any contract entered into by the Harbour Board with the Company or any Associated Company in pursuance of the provisions of clause 39 hereof there shall be added to the Harbour Board an additional member appointed and removed from time to time by the Governor in Council;
- (vi) On or after the date upon which the Governor in Council is satisfied the use of the harbour is substantially shared by a user or users (not being the Company or a user or users for the purposes of the Company) or the date (if any) upon which the Treasurer of Queensland guarantees the payment by the Harbour Board to the Company or any Associated Company of all moneys (including interest) then payable by the Harbour Board to the Company or any Associated Company under contracts entered into by the Harbour Board with the Company or any Associated Company in pursuance of the provisions of clause 39 hereof the Governor in Council may by Order in Council dissolve the Harbour Board as then constituted and may if necessary by the same or another Order in

Council fix the date on which an election of members shall be held in accordance with the provisions of "*The Harbours Acts, 1955 to 1956.*" The Governor in Council may by Order in Council appoint such number of persons as he shall think fit to act as Chairman and members respectively until the Harbour Board is constituted in accordance with the provisions of "*The Harbours Acts, 1955 to 1956.*"

- (e) No person shall be rendered incapable of being or continuing as a member or as Chairman of the Harbour Board 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 an Associated Company and no member of the Harbour Board (other than a Harbour Board constituted in pursuance of subparagraph (vi) of paragraph (d) of this clause) shall be disqualified by any of the said reasons from voting on any contract or other matter arising between the Harbour Board and the Company or an Associated Company.
  - (f) The constitution of the Harbour Board shall in no way affect the ownership by the Company of the harbour works.
- 38.** Subject to the provisions of this Agreement the provisions of "*The Harbours Acts, 1955 to 1956*" and of the regulations thereunder shall apply to the harbour the Harbour Board District and the Harbour Board but insofar as there shall be any conflict between the provisions of this Agreement and of those Acts or any other Act relating thereto, the provisions of this Agreement shall be paramount.
- 39.** (a) The Harbour Board may reimburse or agree to reimburse to the Company any moneys expended or costs incurred by it in connection with the survey development and/or construction of the Harbour or of any harbour works 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 acquisition of those works by the Harbour Board or such other rate as shall be mutually agreed upon between the Company and the Harbour Board 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 Harbour Board may enter into any contract of any nature or kind whatever with the Company or with any Associated Company (including a contract for the purchase or acquisition of all or any of the said harbour works) notwithstanding that such contract may be of the nature of a loan agreement or a contract of sale whereby the payment by the Harbour Board 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 whereby the payment by the Harbour Board for the carrying out of such works is spread over a period of time or whereby such payment may be made by way of instalments and the Harbour Board 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 Harbour Board 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 Harbour Board 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 Harbour Board and the Company or an Associated Company which involves an amount in excess of £20,000 shall be

submitted to the Treasurer of Queensland or other the Minister of the State for the time being administering “*The Harbours Acts, 1955 to 1956*” 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 said Treasurer and no contract between the Harbour Board 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 39 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 Harbour Board 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 Harbour Board 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 the Harbour Board acquiring from the Company and paying for all the Company’s harbour works (other than any wharf wharf buildings plant or other facilities appertaining thereto of the Company) 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 operate.
- (f) Any moneys payable by the Harbour Board to the Company or any Associated Company for reimbursement of moneys expended or costs incurred or for the purchase or acquisition of any harbour works as aforesaid shall be on the basis of proved cost (within the meaning of that term as set out in clause 40 hereof) unless a lesser amount shall be mutually agreed less the deduction of an appropriate allowance to cover

depreciation obsolescence or other deterioration determined in manner provided by the said clause 40.

- 40.** At any time after the expiration of twelve calendar months from the date upon which the Company in the opinion of the Governor in Council commences full operations of the Harbour the Harbour Board shall have the right of acquiring from the Company and if so directed by the Governor in Council shall acquire from the Company the harbour works.

Such acquisition shall be for a cash amount equivalent to proved cost less the deduction of an appropriate allowance to cover depreciation obsolescence or other deterioration agreed upon between the Treasurer of Queensland and the Company and failing agreement determined by the Tribunal. For the purpose of this Agreement proved cost shall be a sum equivalent to the actual cost of the works actually acquired as certified by the auditors of the Company and accepted by the Auditor-General of Queensland and failing such acceptance as determined by the Tribunal.

For the purposes of this clause 40 any wharf wharf buildings plant and other facilities appertaining thereto of the Company shall not be or be deemed to be harbour works.

- 41.** (a) 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 Harbour Board to the Company or Associated Company of such amount of principal and/or interest as shall be payable in that financial year by the Harbour Board under or in respect of any contract or agreement entered into by the Harbour Board with the Company or the Associated Company in pursuance of the provisions of clause 39 hereof.
- (b) 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 Harbour Board 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 Harbour Board under or in respect of any contract or agreement entered into by the Harbour Board with the Company or the Associated Company in pursuance of the provisions of clause 39 hereof.

- (c) For the purpose of this clause 41 the Harbour Board 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 Harbour Board 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.

42. Not later than the date on which the Harbour Board is first constituted as aforesaid, the State shall provide and maintain a harbour master and all necessary pilot services for ships using the harbour.

43. (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 bauxite field (as specified from time to time by the Company) 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 30 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.
44. (a) The Governor in Council shall by the Order in Council made in pursuance of the provisions of clause 43 hereof excluding from the Area of any existing Local Authority any area or areas within the bauxite field 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 43 hereof or its or their inclusion in the said separate Local Authority Area.
45. (a) Upon the constitution in manner aforesaid of a separate Local Authority Area and subject to paragraph (c) of this clause and to clause 46 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;
- (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.
46. (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 elections 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.

- (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.
47. 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 45 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 45 hereof.

48. (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 47 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 of Public Works and Local Government 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 48 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 (within the meaning of that term as set out in clause 40 hereof) unless a lesser amount shall be mutually agreed less the deduction of an appropriate allowance to cover depreciation, obsolescence or other deterioration determined in manner provided by the said clause 40.
- (g) The provisions of clause 41 of this Agreement relating to the Treasurer of Queensland on behalf of the State guaranteeing to the Company or any Associated Company in the circumstances therein stated payment by the Harbour Board of moneys payable to the Company or any Associated Company shall *mutatis mutandis* apply and extend to moneys payable by the Town Commission to the Company or any Associated Company under or in respect of any contract or agreement entered into by the Town Commission with the Company or Associated Company in pursuance of the provisions of this clause 48.
- 49.** All houses and other property of the Company within the bauxite field shall at all times be excluded from all the provisions of “*The Landlord and Tenant Acts, 1948 to 1957.*”
- 50.** 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.

- 51.** 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.
- 52.** 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.
- 53.** The Company shall have the right at any time to arrange with the appropriate Local Authority for the dedication of any land within the bauxite field 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.

- 54.** The Company may at any time make application for a Special Bauxite Mining Lease of any area or areas of land elsewhere than within 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. The area comprised in any lease granted pursuant to this clause shall from the date of such grant be deemed to be part of the bauxite field for the purposes of this Agreement.
- 55.** 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 37, 45 and 50 hereof and in that event all references to the Company in clauses 37, 39, 45 and 47 hereof as the case may be shall be deemed to be references to the Associated Company so appointed.
- 56.** (a) If at any time any person is unable to arrange with the Company for access from or to the internal boundary of a bauxite field 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 bauxite field 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 bauxite field 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.
- 57.** (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.

58. (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 21 of this Agreement;
- (iii) fails neglects or refuses to expend within the times respectively specified in clause 15 of this Agreement each of the respective amounts in that clause specified;
- (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 comply with and observe the terms provisions and conditions of clause 18 of this Agreement;
- (vi) fails neglects or refuses to surrender any land or any area or areas of land in accordance with the provisions of clause 13, 16 or 57,

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 last-mentioned 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 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 inability in the opinion of the Governor in Council to sell or otherwise dispose of alumina or aluminium 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.
59. 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.
60. (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.

**61.** 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.

- 62.** 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.
- 63.** This Agreement shall be interpreted according to the laws for the time being in force in the State.
- 64.** 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 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 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.
- 65.** The term of this Agreement shall subject to the provisions hereof be eighty-four years commencing from the first day of January, 1958, 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.

## The schedules hereinbefore referred to

### First schedule

*Parishes:* Albatross, Batavia, Burdett, Collet, Duckett, Duifken, Dunblane, Durand, Ely, Embly, Fife, Kurracoo, Mapoon, Oorooloo, Pennefather, Rendel, Romilly, Rosmead, Say, Skardon, Stanmore, Stormont, Urquhart, Vrilya, Weipa, Westcote

*Counties:* Dulhunty, Jardine, Pera, Somerset, Weipa, York

*Area:* About 2270 sq. miles

Commencing at a monument at Vrilya Point at longitude 142° 7' 20" E and latitude 11° 13' 10" S; thence by a straight line 5 miles to a point on the coast at longitude 142° 7' 58" E latitude 11° 17' 35" S; thence by a straight line for 5<sup>3</sup>/<sub>4</sub> miles to a point on the coast at longitude 142° 7' 30" E and latitude 11° 22' 35" S; thence by a straight line 5 miles easterly to a point at longitude 142° 11' 58" E and latitude 11° 23' 00" S; thence by a straight line southerly for 19 miles to a point at longitude 142° 6' 45" E and latitude 11° 38' 58" S; thence westerly by a straight line for 5 miles to a point on the coast at longitude 142° 2' 20" E and latitude 11° 39' 00" S; thence southerly by a straight line for 6<sup>1</sup>/<sub>2</sub> miles to a point on the coast at longitude 142° 1' 00" E and latitude 11° 44' 30" S; thence southwesterly by a straight line for 2<sup>3</sup>/<sub>4</sub> miles to a point on the coast at longitude 141° 59' 30" E and latitude 11° 46' 20" S; thence southerly by a straight line for 4<sup>3</sup>/<sub>4</sub> miles to a point on the coast at longitude 141° 58' 15" E and latitude 11° 50' 10" S; thence southerly by a straight line for 9<sup>1</sup>/<sub>2</sub> miles to a point on the coast at longitude 141° 57' 10" E and latitude 11° 58' 20" S; thence easterly by a straight line for 2<sup>3</sup>/<sub>4</sub> miles to a point on the coast of Port Musgrave at longitude 141° 59' 40" E and latitude 11° 59' 10" S; thence southeasterly by a straight line for 3<sup>1</sup>/<sub>2</sub> miles to a point on the coast of Port Musgrave at longitude 142° 01' 05" E and latitude 12° 01' 55" S; thence by a straight line bearing 316° true for 3<sup>3</sup>/<sub>4</sub> miles to a point at longitude 141° 59' 00" E and latitude 11° 59' 40" S; thence by a straight line bearing 284° true for 3<sup>3</sup>/<sub>4</sub> miles to a point at longitude 141° 55' 40" E and latitude 11° 58' 45" S; thence by a straight line true north for 5 miles to a point at longitude 141° 55' 40" E and latitude 11° 54' 15" S; thence by a straight line true west for 2<sup>3</sup>/<sub>4</sub> miles to a

point at longitude 141° 53' 25" E and latitude 11° 54' 15" S: thence southerly by a straight line for 3 miles to a monument at a point on the coast at longitude 141° 53' 25" E and latitude 11° 57' 00" S; thence southerly by a straight line for 21 miles to a point on the coast of the estuary of the Pennefather River at longitude 141° 45' 58" E and latitude 12° 14' 00" S; thence westerly by a straight line for 3 miles to a point on the coast at longitude 141° 43' 15" E and latitude 12° 14' 25" S; thence southerly by a straight line for 24 miles to Duifken Point at longitude 141° 36' 15" E and latitude 12° 33' 55" S; thence southeasterly by a straight line for 2½ miles to a point on the coast at longitude 141° 38' 00" E and latitude 12° 34' 58" S; thence northeasterly by a straight line for 4¼ miles to a point on the coast at longitude 141° 41' 30" E and latitude 12° 33' 45" S; thence northeasterly by a straight line for 4½ miles to a point the coast at longitude 141° 45' 00" E and latitude 12° 32' 20" S; thence southeasterly by a straight line for 3 miles to a point on the coast at longitude 141° 47' 00" E and latitude 12° 34' 20" S; thence southeasterly by a straight line for 3¾ miles to a point at the northern bank of the Mission River at longitude 141° 49' 45" E and latitude 12° 36' 15" S; thence by a straight line true west for 8¾ miles to a point at longitude 141° 41' 55" E and latitude 12° 36' 20" S; thence by a straight line true south for 5¼ miles to a point at longitude 141° 41' 45" E and latitude 12° 40' 55" S; thence easterly by a straight line 8 miles to a monument at a point on the coast at longitude 141° 49' 00" E and latitude 12° 40' 55" S; thence southerly in a straight line for 11¼ miles to a point on the coast at longitude 141° 45' 45" E and latitude 12° 50' 05" S; thence southwesterly by a straight line for 5½ miles to a point on the coast at longitude 141° 41' 35" E and latitude 12° 53' 00" S; thence southwesterly by a straight line for 3¾ miles to Boyd Point at longitude 141° 38' 30" E and latitude 12° 54' 20" S; thence southerly by a straight line for 1¾ miles to a point on the coast a longitude 141° 37' 40" E and latitude 12° 55' 30" S; thence by a straight line true west for 2¾ miles to a point at longitude 141° 35' 15" E and latitude 12° 55' 30" S; thence southerly by a straight line for 4½ miles to a monument at a point on the coast at longitude 141° 35' 25" E and latitude 12° 59' 30" S; thence southerly by a straight line for 1¼ miles to a point at longitude 141° 35' 50" E and latitude 13° 0' 45" S; thence southeasterly by a straight line for 3 miles to a point on the coast at longitude 141° 37' 30" E and latitude 13° 2' 35" S; thence southerly by a straight line for 2¾ miles to a point on the coast at

longitude 141° 37' 10" E and latitude 13° 5' 00" S; thence southerly by a straight line for  $4\frac{3}{4}$  miles to a point on the coast at longitude 141° 37' 50" E and latitude 13° 09' 05" S; thence southerly by a straight line for  $3\frac{1}{2}$  miles to a point on the coast at longitude 141° 39' 30" E and latitude 13° 11' 45" S; thence southerly by a straight line for 4 miles to a point on the coast at longitude 141° 41' 20" E and latitude 13° 14' 35" S; thence southerly by a straight line for  $1\frac{3}{4}$  miles to a point on the coast at longitude 141° 41' 30" E and latitude 13° 16' 00" S; thence southerly by a straight line for  $1\frac{3}{4}$  miles to a point on the coast at longitude 141° 41' 10" E and latitude 13° 17' 20" S; thence easterly in a straight line for  $4\frac{1}{4}$  miles to a point at longitude 141° 45' 00" E and latitude 13° 17' 20" S; thence southerly in a straight line for  $4\frac{1}{2}$  miles to a point at longitude 141° 45' 00" E and latitude 13° 21' 30" S; thence easterly in a straight line for 4 miles to a point at longitude 141° 48' 40" E and latitude 13° 21' 30" S; thence northeasterly by a straight line for  $3\frac{3}{4}$  miles to a point at longitude 141° 50' 20" E and latitude 13° 18' 30" S; thence northerly by a straight line for  $3\frac{3}{4}$  miles to a point at longitude 141° 50' 20" E and latitude 13° 15' 10" S; thence northwesterly by a straight line for  $7\frac{1}{4}$  miles to a point at longitude 141° 47' 30" E and latitude 13° 09' 30" S; thence northwesterly by a straight line  $11\frac{1}{2}$  miles to a point at longitude 141° 44' 30" E and latitude 13° 00' 00" S; thence easterly by a straight line for  $29\frac{1}{2}$  miles to a point at longitude 142° 10' 35" E and latitude 13° 00' 00" S; thence northerly by a straight line for  $15\frac{1}{2}$  miles to a point at longitude 142° 10' 30" E and latitude 12° 46' 15" S; thence easterly in a straight line for  $3\frac{1}{2}$  miles to a point at longitude 142° 13' 45" E and latitude 12° 46' 15" S; thence northerly by a straight line for  $10\frac{1}{2}$  miles to a point at longitude 142° 13' 50" E and latitude 12° 37' 10" S; thence westerly by a straight line for  $2\frac{3}{4}$  miles to a point at longitude 142° 11' 30" E and latitude 12° 37' 10" S; thence northerly by a straight line for  $8\frac{1}{4}$  miles to a point at longitude 142° 11' 30" E and latitude 12° 30' 00" S; thence westerly by a straight line for 21 miles to a point at longitude 141° 52' 20" E and latitude 12° 30' 00" S; thence northerly by a straight line for  $20\frac{1}{2}$  miles to a point at longitude 141° 52' 20" E and latitude 12° 12' 00" S; thence northeasterly by a straight line for  $7\frac{1}{2}$  miles to a point at longitude 141° 57' 00" E and latitude 12° 07' 15" S; thence northeasterly by a straight line for  $5\frac{1}{4}$  miles to a point at longitude 142° 01' 30" E and latitude 12° 05' 45" S; thence northeasterly by a straight line for  $4\frac{1}{4}$  miles to a point at longitude 142° 04' 10" E and latitude 12° 03' 15" S; thence

Schedule 1

---

northeasterly by a straight line for 10 miles to a point at longitude  $142^{\circ} 06' 15''$  E and latitude  $11^{\circ} 55' 00''$  S; thence northeasterly by a straight line 8 miles to a point at longitude  $142^{\circ} 07' 45''$  E and latitude  $11^{\circ} 48' 10''$  S; thence northeasterly by a straight line for 8 miles to a point at longitude  $142^{\circ} 10' 05''$  E and latitude  $11^{\circ} 41' 30''$  S; thence northeasterly by a straight line for  $21\frac{1}{2}$  miles to a point at longitude  $142^{\circ} 16' 00''$  E and latitude  $11^{\circ} 23' 58''$  S; thence northerly by a straight line for 7 miles to a point at longitude  $142^{\circ} 16' 35''$  E and latitude  $11^{\circ} 17' 40''$  S; thence northerly by a straight line for  $5\frac{3}{4}$  miles to a point at longitude  $142^{\circ} 16' 00''$  E and latitude  $11^{\circ} 12' 35''$  S; thence westerly in a straight line for 10 miles to the point of commencement.

All bearings, distances and geographical co-ordinates in the preceding description are approximate only.

## Second schedule

### AREA NO. 1

*Parishes of Filmer, Shadwell, Milman, and Croft, counties of Somerset and Jardine*

Area, about 380 square miles

Commencing at low-water mark at Hunter Point, being the north-east corner of an exempt area—G.G. 1957.2.1016, and bounded thence by that exempt area and a line due west to the right bank of the Jardine River; by that river downwards to a point about  $10\frac{1}{2}$  miles in a direct line; by a line bearing about 6 degrees (true) about  $2\frac{3}{4}$  miles; by a line bearing about 276 degrees (true) about 2 miles; by a line bearing about 6 degrees (true) about 6 miles to the right bank of the Jardine River; by that river downwards about 2 miles in a direct line; by a line bearing about 6 degrees (true) about 9 miles to low-water mark on the eastern bank of the Escape River; by that low-water mark and low-water mark of the South Pacific Ocean northerly, easterly, and southerly to the point of commencement, and including Turtle Head Island;—exclusive of freeholds, reserves and all existing tenements or holdings under the Mining Acts.

### AREA NO. 2

*Parishes of Harmal, Kalpowar, Calmurra, Melville, Ninian, Wakooka, Howick, and Murdoch, county of Melville*

Area, about 1,100 square miles

Commencing at low-water mark about 1 mile north of the mouth of the Starcke River and bounded thence by a line bearing about 275 degrees (true) about 25 miles; by a line bearing about 5 degrees (true) about  $5\frac{3}{4}$  miles; by a line bearing about 275 degrees (true) about 31 miles to the right bank of the Normanby River; by that river downwards to low-water mark of Princess Charlotte Bay; by that low-water mark and low-water mark of Bathurst Bay and the South Pacific Ocean northerly, easterly, and southerly to the point of commencement;—exclusive of freeholds, reserves, and all existing tenements or holdings under the Mining Acts.

## Third schedule

### QUEENSLAND

No.

### “THE COMMONWEALTH ALUMINIUM CORPORATION PTY. LIMITED AGREEMENT ACT OF 1957”

#### SPECIAL BAUXITE MINING LEASE.

County

Parish

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 provisions of “*The Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*” and of an Agreement dated \_\_\_\_\_ and made between Our State of Queensland and Commonwealth Aluminium Corporation 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 Commonwealth Aluminium Corporation 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 Commonwealth Aluminium Corporation Pty. Limited

its successors and permitted assigns the same being hereinafter designated the LESSEE ALL THAT Parcel of Land situated on the Cape 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 1958 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 1950*”) 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 25 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 14 of the said Agreement

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

- (i) 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;
- (ii) That the Lessee shall use the said land continuously and *bona fide* for the purposes for which the same is demised as aforesaid;
- (iii) 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 11 of the said Agreement;

- (iv) The Lessee in carrying out its obligations under the said Agreement or otherwise howsoever directly or indirectly for or in connection with the purposes of the said Agreement or of this or of any other Special Bauxite Mining Lease granted under the said Agreement shall expend whether on capital or revenue account not less than the following total sums:—

|  |            |
|--|------------|
| During the first year of the term of the Special Bauxite Mining Lease granted under clause 8 hereof. . . . . | £100,000   |
| During the second and third years of such term . . . . .   | £250,000   |
| During the fourth and fifth years of such term . . . . .   | £375,000   |
| During the sixth and seventh years of such term. . . . .   | £775,000   |
| During each of the eighth, ninth and tenth years of such term. . . . .                                       | £750,000   |
| During each of the years from the eleventh to the fifteenth years of such term, both inclusive. . . . .      | £1,500,000 |
| During each succeeding year of such term . . . . .   | £2,500,000 |

- (v) 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 Lessee on payment of the arrears of rent due with accrued penalty;
- (vi) 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 Company disputes that it is so in default the question

whether or not the Company 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 Lessee upon such conditions as the Governor in Council may determine:

- (vii) That upon any forfeiture or other determination of this Lease, the Lessee shall have the right, subject to payment of all moneys 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 1952*", "*The Miners' Homestead Leases Acts, 1913 to 1957*" 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 in Council may consider reasonable;
- (viii) 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;
- (ix) The Lessee shall not be deemed to have failed to carry out any of its obligations under this Lease 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 in the opinion of the Governor in Council to sell or otherwise dispose of alumina or aluminium or any other cause whatsoever beyond the control of the Lessee.

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 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 etc.

## **Fourth schedule**

*Parishes:*— Boynton, Brunner, Canoe, Lovaine, Pascoe, Templemore, Thring, Westbury, Weymouth

*Counties:*—Shelbourne, Weymouth, York

Area, about 502 $\frac{1}{2}$  square miles

Commencing at Mount Nelson at approximately latitude 12° 39' S and longitude 143° 12' E thence due North for 10 $\frac{1}{4}$  miles to approximately latitude 12° 30' S thence due West for 16 $\frac{3}{4}$  miles thence due South for 30 miles thence due East for 16 $\frac{3}{4}$  miles thence due North to the point of commencement.

## Fifth schedule No. 1

### QUEENSLAND

No.  
Vol.  
Fol.

### THE COMMONWEALTH ALUMINIUM CORPORATION PTY. LIMITED AGREEMENT ACT OF 1957

and

### “THE MINERS’ HOMESTEAD LEASES ACTS, 1913 TO 1957”

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 Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*” and “*The Miners’ Homestead Leases Acts, 1913 to 1957*”, hereinafter called “the said Acts” COMMONWEALTH ALUMINIUM CORPORATION 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

Schedule 1

---

HEREBY, for Us, Our Heirs and Successors, demise and lease unto the said COMMONWEALTH ALUMINIUM CORPORATION 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 1955*," 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 1955*") 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 Development, 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.

## Fifth schedule No. 2

### QUEENSLAND

No.

Vol.

Fol.

#### **“THE COMMONWEALTH ALUMINIUM CORPORATION PTY. LIMITED AGREEMENT ACT OF 1957”**

and

#### **“THE MINERS’ HOMESTEAD LEASES ACTS, 1913 TO 1957”**

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 Commonwealth Aluminium Corporation Pty. Limited Agreement Act of 1957*” and “*The Miners’ Homestead Leases Acts, 1913 to 1957*” hereinafter called “the said Acts” Commonwealth Aluminium Corporation 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 Commonwealth Aluminium Corporation 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 1955*” 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 1955*”) 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 Development, 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.

EXECUTED the day and year aforesaid.

SIGNED by THE HONOURABLE GEORGE FRANCIS  
REUBEN NICKLIN, Premier and Chief Secretary of  
the State of Queensland for and on behalf of the  
said State

}

In the presence of

THE COMMON SEAL OF  
COMMONWEALTH ALUMINIUM  
CORPORATION PTY. LIMITED was hereto  
affixed }

In the presence of

AUSTRALIAN MINING AND SMELTING COMPANY LIMITED  
doth hereby consent to the provisions of the within Agreement.

THE COMMON SEAL OF AUSTRALIAN  
MINING AND SMELTING COMPANY  
LIMITED was hereto affixed }

In the presence of

## Schedule 2 Proposed further agreement

section 4C

**THIS AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN STATE OF QUEENSLAND**

**AND**

**RTA WEIPA PTY LTD**, ACN 137 266 285, Level 2, 443 Queen Street, Brisbane in the State of Queensland (RTA Weipa)

**AND**

**RIO TINTO ALUMINIUM LIMITED (FORMERLY COMMONWEALTH ALUMINIUM CORPORATION PTY LIMITED and COMALCO ALUMINIUM LIMITED)**, ACN 009 679 127, Level 2, 443 Queen Street, Brisbane in the State of Queensland (RTAL)

### **BACKGROUND:**

1. Under section 2 of the *Commonwealth Aluminium Corporation Pty Limited Agreement Act 1957* (the Act), the State and RTAL entered into an agreement on 16 December 1957, which has been amended from time to time (the Principal Agreement).
2. Governor in Council approval has been obtained for the assignment of the benefits and obligations of the Principal Agreement from RTAL to RTA Weipa.
3. Upon the assignment of the Principal Agreement from RTAL to RTA Weipa, the State, RTAL and RTA Weipa have agreed to vary the Principal Agreement further in accordance with the Act to enable some of the clauses of the Principal Agreement to continue to apply to RTAL as well as to RTA Weipa.

### **IT IS AGREED THAT—**

1. Clause 1 of the Principal Agreement is amended to include the following definitions—
  - (a) ‘ “RTA Weipa” means RTA Weipa Pty Ltd (ACN 137 266 285), ‘its successors and assigns:’ and

- 
- (b) “ “RTAL” means Rio Tinto Aluminium Limited (ACN 009 679 127), its successors and assigns;’.
2. Clause 1 of the Principal Agreement is amended by replacing the definition of “the Minister” with the following definition—‘ “the Minister” means the Minister of the State of Queensland responsible for the administration of the Act;’.
3. Clause 3 of the Principal Agreement is deleted and replaced with new clause 3, which provides:
- ‘(1) The agreement may be varied only—
- (a) by further written agreement between the State and the company; and
- (b) under the authority of the Act.
4. Immediately upon the assignment of the Principal Agreement from RTAL to RTA Weipa becoming effective, the Principal Agreement is amended by the insertion of the following new clause 66 immediately after clause 65 of the Principal Agreement:
- ‘**66.** In addition to RTA Weipa, the following clauses of this Agreement will continue to apply to RTAL and a reference to the term “the Company” in those clauses is to be construed accordingly—
- (a) Clause 18;
- (b) Clause 27;
- (c) Clause 48;
- (d) Clause 49;
- (e) Clause 52
- (f) Clause 55;
- (g) Clause 59;
- (h) Clause 60; and
- (i) Clause 62.’.
5. RTAL will notify the Minister in writing when the assignment of the Principal Agreement from RTAL to RTA Weipa becomes effective.

6. This Agreement comes into effect on and from the date notified by the Minister (being the Minister of the State of Queensland responsible for the administration of the Act) in the Government Gazette or, if no date is specified, on the date of the gazettal.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as at the day and year first above written.

**S I G N E D ON BEHALF OF THE STATE OF  
QUEENSLAND BY THE HONOURABLE**

\_\_\_\_\_  
**MINISTER FOR**  
\_\_\_\_\_

In the presence of

In the presence of

**Executed** in accordance with section 127 of the *Corporations Act 2001* by **RTA Weipa Pty Ltd** (ACN 137 266 285):

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Executed** in accordance with section 127 of the *Corporations Act 2001* by **Rio Tinto Aluminium Limited** (ACN 009 679 127):

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## Schedule 3 Proposed further agreement

section 4C

**THIS AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN STATE OF QUEENSLAND**

**AND**

**RTA WEIPA PTY LTD**, ACN 137 266 285, Level 2, 443 Queen Street, Brisbane in the State of Queensland (RTA Weipa)

**AND**

**RIO TINTO ALUMINIUM LIMITED (FORMERLY COMMONWEALTH ALUMINIUM CORPORATION PTY LIMITED and COMALCO ALUMINIUM LIMITED)**, ACN 009 679 127, Level 2, 443 Queen Street, Brisbane in the State of Queensland (RTAL)

### **BACKGROUND:**

1. Under section 2 of the *Commonwealth Aluminium Corporation Pty Limited Agreement Act 1957* (the Act), the State and RTAL entered into an agreement on 16 December 1957, which has been amended from time to time (the Principal Agreement).
2. The State, RTA Weipa and RTAL have agreed to amend the Principal Agreement in accordance with the Act to vary the authorisation for RTA Weipa and RTAL to take or interfere with water in the Wenlock Basin wild river area, other than artesian water or subartesian water connected to artesian water.

### **IT IS AGREED THAT—**

3. The Principal Agreement is amended by the insertion of the following new clause 32A immediately after clause 32 of the Principal Agreement:  
32A. "
  - (1) Subclause (2) prevails to the extent of any inconsistency with subclauses 31(a) to (e), 31 (g) and clause 32 of the Principal Agreement.

- 
- (2) RTA Weipa's and RTAL's right to take or interfere with water, other than artesian water or subartesian water connected to artesian water, in the 'Wenlock Basin wild river area' (as defined in the *Wenlock Basin Wild River Declaration 2010*) is subject to the following specified conditions:
- (a) the right to take or interfere with water in the Wenlock Basin wild river area is subject to an annual volumetric limit of 90,000 ML (subject to the sum of the annual volumetric limit that may be taken under water licences held by RTA Weipa and RTAL and the holder of mining tenements for a project for which the *Alcan Queensland Pty. Limited Agreement Act 1965* was enacted, not exceeding 90,000 ML in total);
  - (b) the location from which the water may be taken or at which the water may be interfered with is from sources within or in the vicinity of the western bauxite field referred to in clause 31(a); and
  - (c) the period over which RTA Weipa and RTAL may take or interfere with water continues for the term of this Agreement, including any future extensions of term.
- (3) To remove any doubt, it is declared that subclauses (1) and (2) do not limit:
- (a) the rights of RTA Weipa and RTAL under subclauses 31(a) to (e), 31(g) and clause 32 of the Principal Agreement to take or interfere with water outside the Wenlock Basin wild river area; or
  - (b) RTA Weipa's and RTAL's right to take or interfere with artesian water or subartesian water connected to artesian water in the Wenlock Basin wild river area.
4. This Agreement comes into effect on and from the date notified by the Minister (being the Minister for the State of Queensland responsible for the administration of the Act) in the Government Gazette or, if no date is specified, on the date of the gazettal.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as at the day and year first written above.

**SIGNED ON BEHALF OF THE STATE OF  
QUEENSLAND BY THE HONOURABLE**

\_\_\_\_\_  
**MINISTER FOR**  
\_\_\_\_\_

In the presence of

**Executed** in accordance with section 127  
of the *Corporations Act 2001* by  
**RTA Weipa Pty Ltd** (ACN 137 266 285):

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Executed** in accordance with section 127  
of the *Corporations Act 2001* by  
**Rio Tinto Aluminium Limited** (ACN  
009 679 127):

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## Schedule 4 Proposed further agreement

section 4D

**THIS AGREEMENT** is made

**BETWEEN: STATE OF QUEENSLAND**, acting through the Department  
of Natural Resources and Mines

(‘**the State**’)

**AND: RTA WEIPA PTY LTD** ACN 137 266 285, Level 2, 443  
Queen Street, Brisbane in the State of Queensland

(‘**RTA Weipa**’)

**AND: RIO TINTO ALUMINIUM LIMITED** ACN 009 679 127,  
Level 2, 443 Queen Street, Brisbane in the State of  
Queensland

(‘**RTAL**’)

### BACKGROUND

- A. Under section 2 of the Act, the State and RTAL entered into the Principal Agreement.
- B. The State, RTA Weipa and RTAL have agreed to amend the Principal Agreement in accordance with the Act to include specific provisions about RTA Weipa constructing a new port in the vicinity of Boyd Point.

### AGREED TERMS

#### 1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement the following definitions apply:

‘**Act**’ means the *Commonwealth Aluminium Corporation Pty Limited Agreement Act 1957*; and

**‘Principal Agreement’** means the agreement entered into between the State and RTAL dated 16 December 1957, as set out in Schedule 1 to the Act, which agreement has been amended from time to time.

## 2. AMENDMENT OF PRINCIPAL AGREEMENT

2.1 The Principal Agreement is amended as follows:

### *New definitions*

(a) The following definitions are inserted into clause 1 of the Principal Agreement:

**‘Ancillary Services’** means services ancillary to the provision of Port Services, including services appropriate for complementing or enhancing the provision of Port Services;

**‘Boyd Area’** means the area bounded by the lines joining Points 1 – 2 – 3 – 4 – 1, the coordinates of which are:

| Point | Easting    | Northing    |
|-------|------------|-------------|
| 1     | 558826.250 | 8577068.082 |
| 2     | 571446.778 | 8570357.629 |
| 3     | 569333.359 | 8566382.866 |
| 4     | 558939.896 | 8571909.169 |

which coordinates are on the MGA 94 map projection Zone 54 based on the GDA 94 geodetic reference framework, as defined in Section 13 of the *Survey and Mapping Infrastructure Regulation 2004*.

**‘Boyd Port’** means a port in the Boyd Area;

**‘Boyd Port Facilities’** means the facilities relating to the Boyd Port or used or occupied or which may at any time be used or occupied in connection with the Boyd Port, including the following:

- (a) wharf and port marine operational areas and shipping channels within the Boyd Area;
- (b) marine and port structures;
- (c) berths and berth pockets;

- (d) ship building facilities and dry docks;
- (e) offshore structures used for shipping purposes;
- (f) wharf protection devices;
- (g) hydraulic structures;
- (h) bulk loading and unloading facilities;
- (i) boat harbours and boat ramps;
- (j) oil and liquid product terminals and other terminals within the Boyd Area;
- (k) access roads and rail corridors;
- (l) conveyors;
- (m) pipelines;
- (n) weighbridges;
- (o) monitoring facilities;
- (p) security facilities;
- (q) communication facilities;
- (r) material handling and disposal areas;
- (s) vehicle parking facilities;
- (t) public, community and visitor facilities;
- (u) beacons and navigation aids;
- (v) tug berths; and
- (w) partially completed port facilities;

**‘Marine Safety Act’** means the provisions of the *Transport Operations (Marine Safety) Act 1994*;

**‘Marine Pollution Act’** means the provisions of the *Transport Operations (Marine Pollution) Act 1995*;

**‘Port Services’** means:

- (a) services relating to the establishment, operation or administration of Boyd Port;
- (b) dredging services;

- (c) monitoring and management of the movement of vessels, vehicles, goods and people in the Boyd Area;
- (d) security services and security monitoring services in the Boyd Area;
- (e) traffic control services; and
- (f) emergency services; and

'TIA' means the *Transport Infrastructure Act 1994* (Qld).

*New clause 37A*

- (b) A new clause 37A is inserted as follows:

**37A.** (1) The rights conferred on the Company under this Agreement include the rights to:

- (a) survey, construct, maintain, manage, operate, use and regulate the use of the Boyd Port and the Boyd Port Facilities; and
  - (b) use and occupy such part of the bauxite field or Special Bauxite Mining Lease, designated ML7024, or of the foreshore, or of any tidal land or tidal water, or the unallocated State land or any other land or waters within the Boyd Area as may be necessary for the purposes of subclause 37A(1)(a) above.
- (2) Without limiting the Company's rights under clause 37A(1), the Company may do any of the following in respect of Boyd Port and the Boyd Port Facilities:
- (a) establish, manage, and operate effective and efficient Boyd Port Facilities and services in Boyd Port;
  - (b) provide or arrange for the provision of Ancillary Services or works necessary or convenient for the effective and efficient operations of Boyd Port and the Boyd Port Facilities;
  - (c) keep appropriate levels of safety and security in the provision and operation of the Boyd Port Facilities and Boyd Port;

- (d) control and manage activities and conduct by ships relating to the Boyd Port, including the commercial scheduling of the movement of ships within Boyd Port or at the Boyd Port Facilities;
- (e) provide other services incidental to the performance of its other functions or likely to enhance the Company's usage of Boyd Port and the Boyd Port Facilities;
- (f) provide Port Services and Ancillary Services;
- (g) dredge or otherwise maintain and improve navigational channels in the Boyd Area;
- (h) reduce or remove a shoal, bank or accumulation in the Boyd Area that, in the Company's opinion, impedes navigation in Boyd Port;
- (i) impose charges for the use of the Boyd Port and the Boyd Port Facilities, by reference to, for example:
  - (i) a ship using Boyd Port; or
  - (ii) goods or passengers loaded, unloaded or transhipped to or from a ship using Boyd Port;
- (j) impose charges in relation to Port Services and the Boyd Port Facilities, including in relation to:
  - (i) the acquisition, establishment, construction, improvement, operation and maintenance of the Boyd Port Facilities; or
  - (ii) works relating to the Boyd Port Facilities, including dredging and the disposal of dredged material;
- (k) determine the time within which a charge must be paid and the default interest rate if the charge is not paid before it is due;
- (l) recover the reasonable cost of moving, or taking steps to move, a ship, a vehicle or goods within Boyd Port;

- (m) recover the reasonable costs of rectifying damage to the Boyd Port Facilities caused by:
  - (i) a ship; or
  - (ii) floating or submerged material (if the damage happened because of the intentional, reckless or negligent act of the owner of the material);
- (n) decide the amount of, and require a person to give, a security deposit as security for a liability or debt incurred in relation to:
  - (i) the payment of a charge; or
  - (ii) damage caused, or that may be caused, to the Boyd Port Facilities;
- (o) appropriate or partly appropriate a security deposit to meet a liability or debt owed to the Company in relation to:
  - (i) the payment of a charge; or
  - (ii) damage caused, or that may be caused, to the Boyd Port Facilities;
- (p) issue port notices for the Boyd Area to control activities and conduct including, for example:
  - (i) the movement or mooring of ships at the Boyd Port Facilities;
  - (ii) the movement or mooring of ships if the movement or mooring may affect the operation of Boyd Port;
  - (iii) activities by ships moored at the Boyd Port Facilities if the activities may affect the operation of Boyd Port;
  - (iv) the movement, handling or storage of goods loaded, unloaded or transhipped to or from ships at the Boyd Port Facilities; or
  - (v) the movement of persons at the Boyd Port Facilities;

- (q) display or publish notices requiring the production of information relevant to:
  - (i) the provision or use of Port Services;
  - (ii) the calculation of charges;
  - (iii) the provision, use or preservation of the Boyd Port Facilities;
  - (iv) the management, operation, safety and efficiency of Boyd Port; or
  - (v) information requested by a Commonwealth or State entity; and
- (r) deal with, including disposing of, abandoned property.
- (3) The Company's rights under clause 37A(1) apply despite Chapter 8 of the TIA.
- (4) A port authority will not be established under Chapter 8 of the TIA in relation to the Boyd Port.
- (5) The rights of the Company in relation to the Boyd Port must be exercised subject to the powers of:
  - (a) the general manager under part 14A of the Marine Safety Act and under the Marine Pollution Act; and
  - (b) a harbour master under the Marine Safety Act about marine safety and navigation within the Boyd Port.
- (6) Before any powers are exercised under the Marine Safety Act or Marine Pollution Act within the Boyd Area that may affect the rights of the Company, the person entitled to exercise the power will consult with the Company to the extent reasonably practicable. Failure to comply with this clause 37A(6) does not affect the validity of the exercise of the power.
- (7) Pilotage areas and compulsory pilotage areas covering, wholly or in part, the Boyd Area or any offshore area described in subclause 37A(1)(b) above, may be declared under the Marine Safety Act.

- 
- (8) Following a declaration referred to in clause 37A(7) above, the provisions in the Marine Safety Act and associated regulations relating to pilotage areas or compulsory pilotage areas will apply.
  - (9) A harbour master may be appointed over the Boyd Area.
  - (10) Port procedures or information for shipping manuals (or the like) relating to any pilotage area or compulsory pilotage area covering, wholly or in part, the Boyd Area or any offshore area described in subclause 37A(1)(b) above and issued pursuant to the powers of direction under the Marine Safety Act must be issued on the basis that the control and management of the commercial scheduling of the movement of ships using the Boyd Port or the Boyd Port Facilities remains the responsibility of the Company.
  - (11) Notwithstanding section 102A of the Marine Safety Act, the Company may provide and use the pilotage services of persons licensed under a regulation as pilots and employed or contracted or authorised by the Company or a contractor of the Company in any pilotage area or compulsory pilotage area declared in connection with the Boyd Area or any offshore area described in subclause 37A(1)(b) above, and to that extent:
    - (a) such persons are deemed to be pilots for the purposes of the Marine Safety Act; and
    - (b) the Company and its contractor (as applicable) are deemed to be the general employer of such persons for the purposes of section 101 of the Marine Safety Act.
  - (12) The Company may exercise its rights under clauses 37A(1) at any time during the term of the Special Bauxite Mining Lease, designated ML7024, including any extension or renewal of it.
  - (13) The Company must provide quarterly tonnage details of each commodity type shipped through the Boyd Port (both inwards or as imports and outwards or as exports) as follows:

- (a) publish in a format or manner as agreed with the State the above details for each financial quarter within the month following the publication by the Company of its quarterly operations report for the relevant financial quarter; and
  - (b) submit to the State the above details aggregated for each financial year, by 31 August of each year.
- (14) In exercising the rights under clause 37A(1), the Company will not be required to obtain a lease under the *Land Act 1994* for land within the Boyd Area but not within the area of the Special Bauxite Mining Lease, designated ML7024.
- (15) The Company will not be liable to pay royalties or similar charges for extractive material removed for the purposes of exercising the Company rights under clause 37A(2)(g) or (h) if the extractive material is:
  - (a) disposed of in the Boyd Area or another area approved by the Minister;
  - (b) disposed of under relevant statutory environmental controls; and
  - (c) not sold by the Company to a third party for commercial benefit.
- (16) Clauses 37 and 39 to 42B do not apply to the Boyd Port or the Boyd Port Facilities established pursuant to the Company's rights under clause 37A(1).
- (17) Without limiting the rights conferred by clause 37(a) of this Agreement, the Company may sublease an area within the boundary of the Special Bauxite Mining Lease, designated ML 7024, as agreed between the Company and the State, for the purposes of the construction and operation of a port and port facilities, in addition to Boyd Port, for the shipment of bauxite, provided that nothing in this clause 37A(17) is to be construed as:
  - (a) the State approving or agreeing to the basis on which the sublessee will be permitted to construct, manage or operate the port or port facilities; and

- (b) limiting or affecting any obligation or requirement for the Company to seek or obtain approval or consent to the grant of the sublease, including under section 300 of the *Mineral Resources Act 1989* or as constituting any such approval or consent.

### 3. EFFECTIVE DATE

- 3.1 This Agreement comes into effect on and from the date notified by the Minister (being the Minister for the State of Queensland responsible for the administration of the Act) in the Government Gazette or, if no date is specified, on the date of the gazettal.

### 4. GENERAL

- 4.1 **Costs:** Each party will bear its own legal costs in relation to the preparation, execution and performance of this Agreement.
- 4.2 **No Variation:** This Agreement will only be varied by written agreement signed by both parties.
- 4.3 **Compliance with laws:** In performing their respective obligations and exercising their respective rights, the parties will comply with all applicable laws and regulations.
- 4.4 **Further assistance:** Each party will do all things reasonably required or requested by the other party to give effect to this Agreement and to enable that other party to enjoy the rights and benefits conferred on it by this Agreement.
- 4.5 **Governing law:** This Agreement is governed by the laws of Queensland and the parties submit to the jurisdiction of the courts of Queensland.
- 4.6 **Counterparts:** This Agreement may be executed in one or more counterparts, and any such counterparts taken together form one instrument. Execution by fax counterparts is acceptable.

## EXECUTED AS AN AGREEMENT

**SIGNED** for and on behalf of the **STATE OF** )  
**QUEENSLAND**, acting through the ) .....  
Department of Natural Resources and Mines ) (*signature*)  
by ..... (name)  
..... (title),  
a duly authorised person, in the presence of: ) ..... / ..... / 2013  
(date)

.....  
(signature of witness)

.....  
(full name of witness)

**SIGNED** for and on behalf of **RTA WEIPA** ) .....  
**PTY LTD ACN 137 266 285** ) (*director*)  
in accordance with s 127 of the *Corporations* )  
*Act 2001* (Cth) by )  
..... (*name*) ) .....  
and ..... (*name*) ) (*director/secretary*)  
..... / ..... / 2013  
(date)

**SIGNED** for and on behalf of **RIO TINTO** ) .....  
**ALUMINIUM PTY LTD ACN 009 679 127** ) (*director*)  
in accordance with s 127 of the *Corporations* )  
*Act 2001* (Cth) by )  
..... (*name*) ) .....  
and ..... (*name*) ) (*director/secretary*)

in the presence of:

)

..... / ..... / 2013

*(date)*

## Schedule 5 Proposed further agreement

section 4E

**THIS AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN STATE OF QUEENSLAND**

**AND RTA WEIPA PTY LTD**, ACN 137 266 285, 123 Albert Street, Brisbane in the State of Queensland (RTA Weipa) **AND RIO TINTO ALUMINIUM LIMITED (FORMERLY COMMONWEALTH ALUMINIUM CORPORATION PTY LIMITED and COMALCO ALUMINIUM LIMITED)**, ACN 009 679 127, 123 Albert Street, Brisbane in the State of Queensland (RTAL)

### **BACKGROUND:**

1. Under section 2 of the *Commonwealth Aluminium Corporation Pty. Limited Agreement Act 1957* (the Act), the State and RTAL entered into an agreement on 16 December 1957, which has been amended from time to time (the Principal Agreement).
2. The State, RTA Weipa and RTAL have agreed to amend the Principal Agreement in accordance with the Act to vary the authorisation for RTA Weipa and RTAL to take or interfere with water in the Wenlock Basin other than artesian water or subartesian water connected to artesian water.

### **IT IS AGREED THAT—**

3. The Principal Agreement is amended by deleting clause 32A and replacing it with new clause 32A, which provides:

“32A.

- (1) Subclause (2) prevails to the extent of any inconsistency with subclauses 31(a) to (e), 31 (g) and clause 32 of the Principal Agreement.

- 
- (2) RTA Weipa's and RTAL's right to take or interfere with water, other than artesian water or subartesian water connected to artesian water, in the 'Wenlock Basin' (as defined in the *Water Act 2000*) is subject to the following specified conditions:
- (a) the right to take or interfere with water in the Wenlock Basin is subject to an annual volumetric limit of 90,000 ML (subject to the sum of the annual volumetric limit that may be taken under water licences held by RTA Weipa and RTAL and the holder of mining tenements for a project for which the *Alcan Queensland Pty. Limited Agreement Act 1965* was enacted, not exceeding 90,000 ML in total);
  - (b) the location from which the water may be taken or at which the water may be interfered with is from sources within or in the vicinity of the western bauxite field referred to in clause 31(a); and
  - (c) the period over which RTA Weipa and RTAL may take or interfere with water continues for the term of this Agreement, including any future extensions of term.
- (3) To remove any doubt, it is declared that subclauses (1) and (2) do not limit:
- (a) the rights of RTA Weipa and RTAL under subclauses 31(a) to (e), 31(g) and clause 32 of the Principal Agreement to take or interfere with water outside the Wenlock Basin; or
  - (b) RTA Weipa's and RTAL's right to take or interfere with artesian water or subartesian water connected to artesian water in the Wenlock Basin."
4. This Agreement comes into effect on and from the date notified by the Minister (being the Minister for the State of Queensland responsible for the administration of the Act) in the Government Gazette or, if no date is specified, on the date of the gazettal.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as at the day and year first written above.

**S I G N E D ON BEHALF OF THE STATE OF QUEENSLAND BY  
THE HONOURABLE**

\_\_\_\_\_,  
**MINISTER FOR**  
\_\_\_\_\_

In the presence of

**Executed** in accordance with section 127  
of the *Corporations Act 2001* by  
**RTA Weipa Pty Ltd** (ACN 137 266 285):

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Executed** in accordance with section 127  
of the *Corporations Act 2001* by  
**Rio Tinto Aluminium Limited** (ACN  
009 679 127):

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**END OF FURTHER AGREEMENT**