

WESTERN AUSTRALIA

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**CEMENT WORKS (COCKBURN  
CEMENT LIMITED) AGREEMENT  
AMENDMENT ACT 1997**

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**No. 27 of 1997**

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**AN ACT to amend the *Cement Works (Cockburn Cement Limited) Agreement Act 1971*.**

[Assented to 24 September 1997.]

The Parliament of Western Australia enacts as follows:

**Short title**

**1.** This Act may be cited as the *Cement Works (Cockburn Cement Limited) Agreement Amendment Act 1997*.

### **Commencement**

2. This Act comes into operation on the day on which it receives the Royal Assent.

### **Principal Act**

3. In this Act the *Cement Works (Cockburn Cement Limited) Agreement Act 1971\** is referred to as the principal Act.

[\* Act No. 45 of 1971.

*For subsequent amendments see 1996 Index to Legislation of Western Australia, Table 1, p. 30.]*

### **Section 2 amended**

4. Section 2 of the principal Act is amended by inserting after the definition of “the Agreement” the following definition —

“

“**the Second Variation Agreement**” means the agreement a copy of which is set forth in the Fourth Schedule;

”.

### **Section 5 inserted**

5. After section 4 of the principal Act the following section is inserted —

“

#### **Second Variation Agreement**

5. (1) The Second Variation Agreement is ratified.

(2) The implementation of the Second Variation Agreement is authorized.

(3) Without limiting or otherwise affecting the *Government Agreements Act 1979*, the Second Variation Agreement operates and takes effect despite any other Act or law.

”.

#### **Fourth Schedule added**

6. After the Third Schedule to the principal Act the following Schedule is added —

“

#### **FOURTH SCHEDULE**

[Section 2]

THIS AGREEMENT is made the 14th day of May 1997

B E T W E E N:

**THE HONOURABLE RICHARD FAIRFAX COURT**, B.Com., M.L.A., Premier of the State of Western Australia, acting for and on behalf of the said State and its instrumentalities from time to time (hereinafter called "the State") of the first part

AND

**THE HONOURABLE ERIC JAMES CHARLTON**, M.L.C., Minister in the Government of the said State for the time being responsible for the administration of the Fremantle Port Authority Act 1902 of the second part

AND

**FREMANTLE PORT AUTHORITY** a body corporate constituted by the Fremantle Port Authority Act 1902 of the third part

AND

**COCKBURN CEMENT LIMITED** A.C.N. 008 673 470 a company duly incorporated in Western Australia and having its registered office at Lot 242 Russell Road East, Munster (hereinafter called "the Company") which term shall include its successors and permitted assigns of the fourth part

WHEREAS:

- (a) The parties are the parties to the agreement between them dated the 18th day of February 1971 which agreement was ratified by the Cement Works (Cockburn Cement Limited) Agreement Act 1971;
- (b) The said agreement has been varied by an agreement dated the 24th day of October 1986 approved and ratified by the Cement Works (Cockburn Cement Limited) Agreement Amendment Act 1986 and as so varied is hereinafter called "the Principal Agreement";
- (c) The parties hereto desire to vary the Principal Agreement.

NOW THIS AGREEMENT WITNESSES:

1. Subject to the context and save as otherwise defined herein words and phrases used in this Agreement have the same meanings respectively as they have in and for the purpose of the Principal Agreement.
2. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act prior to 31 December 1997 or such later date as the parties hereto may agree.
3.
  - (1) The provisions of this Agreement other than this Clause and Clauses 1 and 2 shall not commence to operate until the Bill referred to in Clause 2 has been passed by the Parliament of Western Australia and comes into operation as an Act.
  - (2) If before 31 December 1997 or such later date as may be agreed pursuant to Clause 2 the said Bill has not come into operation as an Act then unless the parties hereto otherwise agree this Agreement shall cease and determine and no party hereto shall have any claim against any other party hereto with respect to any matter or thing arising out of done performed or omitted to be done or performed under this Agreement.
  - (3) On the said Bill coming into operation as an Act all provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.

4. The Principal Agreement is hereby varied as follows:
- (1) Clause 1 subclause 2 -  
by inserting in the appropriate alphabetical position the following definitions -  
"alternative material" means material mined and used by the Company as an alternative to shell sand for the Company's cement and clinker manufacturing operations or any other operation approved by the State from time to time;  
"EP Act" means the Environmental Protection Act 1986; and  
"shell sand" for the purpose of payment of royalties under the Mining Act means limestone;
  - (2) Clause 6 subclause (1) -
    - (a) by deleting "royalty"; and
    - (b) by inserting after "charges" the following -  
"(other than royalty as hereinafter provided)".
  - (3) By adding after subclause (1) of Clause 6 subclause (1a) as follows -  
"(1a) The Company shall in respect of all shell sand or alternative material mined by the Company on Crown land pursuant to this Agreement pay to the State royalties at the rates from time to time prescribed under the Mining Act and shall comply with the provisions of the Mining Act and regulations made thereunder with respect to the filing of production reports and payment of royalties PROVIDED THAT the quantity of shell sand or alternative material on which royalty is to be paid is that quantity which has been fully prepared for presentation to kiln processes quantified at the nearest measurement point prior to kiln entry and adjusted to a dry basis PROVIDED FURTHER THAT in the year 1 July 1997 to 30 June 1998 the Company shall only be required to pay to the State royalties at the rate of one third the rate prescribed under the Mining Act and in the year 1 July 1998 to 30 June 1999 the Company shall only be required to pay to the State royalties at the rate of two thirds the rate prescribed under the Mining Act."

- (4) By adding after subclause (2) of Clause 6A a new subclause (3) as follows -

"(3) The Company shall not be required to include in a DMP material already submitted by the Company in connection with a proposal referred to the Environmental Protection Authority under Section 38 of the EP Act."

- (5) By deleting Clause 10C and substituting the following -

"10C. Nothing in this Agreement shall be construed to exempt the Company from compliance with any requirement in connection with the protection of the environment arising out of or incidental to its activities under this Agreement that may be made pursuant to the EP Act."

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore written.

SIGNED by **THE HONOURABLE** )  
**RICHARD FAIRFAX COURT** in )  
the presence of: )

RICHARD F COURT

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MINISTER FOR RESOURCES  
DEVELOPMENT

COLIN BARNETT

SIGNED by **THE HONOURABLE** )  
**ERIC JAMES CHARLTON** in )  
the presence of: )

ERIC CHARLTON

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Witness

GRAEME HARMAN

