

WESTERN AUSTRALIA

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**WESPLY (DARDANUP)  
AGREEMENT AUTHORIZATION  
AMENDMENT ACT**

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**No. 62 of 1988**

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AN ACT to amend the *Wesply (Dardanup) Agreement Authorization Act 1975*.

[Assented to 8 December 1988]

The Parliament of Western Australia enacts as follows:

**Short title**

1. This Act may be cited as the *Wesply (Dardanup) Agreement Authorization Amendment Act 1988*.

**Commencement**

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

**Principal Act**

3. In this Act the *Wesply (Dardanup) Agreement Authorization Act 1975\** is referred to as the principal Act.

[\*Act No. 17 of 1975 as amended by Act No. 100 of 1986.]

**Section 1A inserted**

4. After section 1 of the principal Act the following section is inserted—

**Interpretation**

“ 1A. In this Act unless the contrary intention appears—

“the first variation agreement” means the agreement a copy of which is set out in Schedule 2;

“the Principal Agreement” means the agreement referred to in section 2;

“the second variation agreement” means the agreement a copy of which is set out in Schedule 3. ”.

**Section 3 amended**

5. Section 3 of the principal Act is amended by deleting “(in this Act called “the Principal Agreement”)”.

**Section 4 amended**

6. Section 4 of the principal Act is amended—

(a) in subsection (1) by deleting “agreement (in this section called “the Variation Agreement”), a copy of which is set out in Schedule 2,” and substituting the following—

“ first variation agreement ”;

(b) in subsection (2) by deleting “Variation Agreement” and substituting the following—

“ first variation agreement ”; and

(c) in subsection (3) by deleting "Variation Agreement" and substituting the following—

" first variation agreement ".

### Section 5 inserted

7. 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 application of the *Government Agreements Act 1979*, the second variation agreement shall operate and take effect notwithstanding any other Act or law.

(4) Without limiting section 3 or 4 (3), on the commencement of the *Wesply (Dardanup) Agreement Authorization Amendment Act 1988* the Principal Agreement, as amended by the first variation agreement and the second variation agreement, shall, subject to its provisions, operate and take effect as though those provisions were enacted in this Act. "

### Schedule 3 added

8. After Schedule 2 to the principal Act the following Schedule is added—

#### " SCHEDULE 3

(Section 5)

THIS AGREEMENT made this 9th day of November 1988

BETWEEN:

THE HONOURABLE PETER M'CALLUM DOWDING, LL.B., 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 one part and

WESFI PTY. LTD. (formerly Westralian Plywoods Pty. Ltd.) a company incorporated under the Companies Act 1961 of the said State and having its registered office therein at 1-27 Somersby Road, Welshpool (hereinafter called "the Company" which expression shall where the context so admits or requires extend to and include the successors of the Company including where the context so admits the permitted assignees or appointees of the Company) of the other part

## WHEREAS:

- (a) the parties are the parties to the agreement between them dated the 23rd May, 1975, the execution of which was authorised by the Wesply (Dardanup) Agreement Authorization Act 1975;
- (b) the said agreement has been varied by the agreement between the parties dated the 25th November 1986 which was ratified by the Wesply (Dardanup) Agreement Authorization Amendment Act 1986 and as so varied is hereinafter referred to as "the Principal Agreement";
- (c) the parties desire to vary the Principal Agreement.

## NOW THIS AGREEMENT WITNESSETH:

1. Subject to the context the words and expressions used in this Agreement have the same meanings respectively as they have in and for the purpose of the Principal Agreement.
2. (1) 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 31st December 1988.  
  
(2) The provisions of this Agreement other than sub-clause (1) of this clause shall not come into operation until a Bill to approve and ratify this Agreement is passed by the Legislature of the said State and comes into operation as an Act.
3. The Principal Agreement is hereby varied as follows—

- (1) Clause 1 sub-clause (1)—

by inserting after the definition of "Minister" the following definition—

“ “particle board” means reconstituted wood based panel products including fibreboard and such other allied products as the Minister may approve for the purpose of this definition; ”.

- (2) Clause 4—

- (a) sub-clause (5)—

by deleting "will not exceed 330 000 cubic metres. As regards any difference in any year between that maximum aggregate quantity and the aggregate quantity so agreed or determined pursuant to that subclause the State undertakes not to sell or dispose of that difference for the manufacture of particle board." and substituting the following—

“ ending prior to the 1st day of January, 1989 will not exceed 330 000 cubic metres and thereafter will be as agreed upon or determined in respect of each year pursuant to such sub-clause (4) PROVIDED THAT the maximum aggregate quantity of chiplogs and sawmill residues which the State shall be obliged to supply to the Company pursuant to this Agreement during the period from the 1st day of January, 1989 to the 22nd day of May, 2000 will not exceed 4 500 000 cubic metres in the aggregate and 500 000 cubic metres in any year. As regards any year in which the aggregate quantity agreed or determined pursuant to such sub-clause (4) for that year is less than 450 000 cubic

metres the State undertakes not to sell or dispose of the difference between the quantity so agreed or determined and 450 000 cubic metres for the manufacture of particle board. ”;

(b) by inserting after sub-clause (5) the following sub-clause—

“ (6) Except as otherwise agreed by the Minister the State shall not be obliged to supply to the Company for use in the Dardanup factory in any year an aggregate quantity of chiplogs and sawmill residues in excess of 330 000 cubic metres. ”.

(3) Clause 31 sub-clause (1)—

by inserting after “commencement” the following—

“ and expiring on the day next preceding the twenty fifth anniversary thereof ”.

(4) Clause 32 sub-clause (1)—

by deleting “in the first 3 months of the last year of the Agreement” and substituting the following—

“ no later than 9 months prior to the expiration of the original term of this Agreement ”.

(5) Clause 33 sub-clause (1)—

by inserting in the proviso after “hereof” the following—

“ other than an instrument or document entered into by the State and the Company effecting a variation of or modification to this Agreement ”.

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

SIGNED by the said THE HONOURABLE  
PETER M'CALLUM DOWDING, LL.B., M.L.A.  
in the presence of:

} PETER DOWDING

D. PARKER  
Minister For Economic Development And Trade

THE COMMON SEAL OF WESFI PTY. LTD.  
was hereunto affixed by authority of  
the Directors in the presence of:

} [C.S.]

B. F. PRINDIVILLE Director

A. G. HARRIS Secretary