

IRON ORE (HAMERSLEY RANGE) AGREEMENT.

No. 39 of 1982.

AN ACT to amend the Iron Ore (Hamersley Range)
Agreement Act 1963-1979.

[Assented to 27 May 1982.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. (1) This Act may be cited as the *Iron Ore (Hamersley Range) Agreement Amendment Act 1982*.

Short title
and citation.

(2) In this Act the Iron Ore (Hamersley Range) Agreement Act 1963-1979 is referred to as the principal Act.

Reprinted as
approved
1 March
1966 and
amended by
Acts Nos. 48
of 1968, 39
of 1972, 93
of 1976 and
26 of 1979.

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(3) The principal Act as amended by this Act may be cited as the Iron Ore (Hamersley Range) Agreement Act 1963-1982.

Section 2
amended.

2. Section 2 of the principal Act is amended—

- (a) by deleting the full stop at the end of the section and substituting a semicolon; and
- (b) by inserting at the end of the section the following definition—

“ “the Sixth Supplementary Agreement” means the agreement of which a copy is set out in the Seventh Schedule to this Act. ” .

Section 3F
inserted.

3. After section 3E of the principal Act, the following section is inserted—

“ 3F. The Sixth Supplementary Agreement is approved and ratified. ” .

Sixth
Supple-
mentary
Agreement
approved
and
ratified.

Seventh
Schedule
added.

4. After the Sixth Schedule to the principal Act the following schedule is added—

“ SEVENTH SCHEDULE.

THIS AGREEMENT made this 26th day of April 1982, BETWEEN THE HONOURABLE RAYMOND JAMES O'CONNOR, 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 HAMERSLEY IRON PTY. LIMITED a company incorporated under the Companies Act 1961 of the State of Victoria and having its registered office and principal place of business in that State at 55 Collins Street, Melbourne and its registered office in the State of Western Australia at 191 Saint George's Terrace, Perth (hereinafter called “the Company” in which term shall be included its successors and permitted assigns and appointees) of the other part.

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- (f) the said agreement dated the 8th day of October, 1968 has been varied by the following agreements made between the parties hereto—
 - (i) an agreement dated the 10th day of March, 1972 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1972; and
 - (ii) an agreement dated the 5th day of October, 1976 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1976;
- (g) the said agreement dated the 8th day of October, 1968 as varied by the agreements referred to in recital (f) hereof is hereinafter referred to as “the Paraburdoo Agreement”;
- (h) the townsite referred to in the Paraburdoo Agreement has been established by the Company at Paraburdoo; and
- (i) the parties desire to add to and amend the provisions of the Principal Agreement and the Paraburdoo Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Subject to the context the words and expressions used in this Agreement have the same meanings as they have in and for the purpose of the Principal Agreement and the Paraburdoo Agreement respectively.
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.
3. The subsequent clauses of this Agreement shall not operate unless and until the Bill to ratify this Agreement referred to in clause 2 hereof is passed as an Act before the 30th day of June, 1982 or such later date if any as the parties hereto may mutually agree upon.
4. The Principal Agreement is hereby varied as follows—

Variation
of Principal
Agreement.

- (1) in clause 1—

- (a) by inserting, in their appropriate alphabetical positions, the following definitions—

“ “housing scheme” means any scheme to be established by the Company from time to time pursuant to any proposal approved under clause 10A hereof for the sale to employees engaged in the

operations of the Company under this Agreement of lots of land whether improved or unimproved; ” ;

“ “local authority” means the council of a municipality that is a city, town or shire constituted under the Local Government Act 1960; ” ;

“ “Minister for Mines” means the Minister in the Government of the State for the time being responsible for the administration of the Mining Act; ” ;

- (b) by inserting, in the definition of “mineral lease”, after “thereof” the following—

“ and according to the requirements of the context shall describe the area of land from time to time demised thereby as well as the instrument by which it is demised and any areas added thereto pursuant to the provisions of clause 10F hereof ” ;

- (c) by deleting the definition of “Mining Act” and substituting the following definition—

“ “Mining Act” means the Mining Act 1904 and the amendments thereto and the regulations made thereunder as in force on the 31st day of December, 1981; ” ;

- (d) by deleting, in the definition of “townsite”, “in lieu of a townsite constituted and defined under section 10 of the Land Act” and substituting the following—

“ (whether or not such townsite or townsites are constituted and defined under section 10 of the Land Act) ” ;

- (e) by inserting, after the definition of “year 1”, the following paragraph—

“ reference in this Agreement to the Company shall not include persons (other than the parties to this Agreement) to whom land in the deposits townsite or the port townsite is or is agreed to be transferred or otherwise disposed of by the Company in accordance with a proposal approved pursuant to clause 10A hereof; ” ; and

- (f) by inserting, in the paragraph commencing “Reference in this Agreement to an Act”, after “Act”, where it first occurs, the following—

“ other than the Mining Act ” .

(2) In clause 9—

(a) subclause (2)—

(i) by deleting “For the purposes of subparagraph (i) of paragraph (b) and paragraph (c) of subclause (1) of this clause” and substituting the following—

“ For the purpose of this Agreement ” ;

(ii) by deleting, in paragraph (e),
“ and ” ;

(iii) by deleting, in paragraph (f), “Act.” and substituting the following—

“ Act; ” ; and

(iv) by inserting, after paragraph (f), the following paragraphs—

“ (g) the inclusion of a power whereby any special lease granted to the Company hereunder may be varied by agreement or surrendered in whole or in part; and

(h) the inclusion of a power whereby any land granted or leased to the Company hereunder may be—

(i) acquired by way of transfer or exchange from the Company by the State or any instrumentality of the State; or

(ii) leased or subleased by the Company to the State or any instrumentality of the State. ” .

(b) subclause 4—

by deleting, in paragraph (b), “nor any of the lands the subject of any lease or license granted to the Company in terms of this Agreement” and substituting the following—

“ nor any lands for the time being owned by the Company in fee simple hereunder or under any lease or license issued pursuant to this Agreement ” .

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(3) By inserting, after clause 10, the following clauses—

Additional
Proposals.

- “ 10A. (1) The Company may submit to the Minister from time to time detailed proposals with respect to the deposits townsite and/or the port townsite relating to—
- (a) any housing scheme, which may notwithstanding the provisions of this Agreement include provision for the sale to employees engaged in the Company's operations hereunder of lots of land within the town of Karratha of which the Company on the 31st day of December, 1981 was the lessee or proprietor in fee simple and which were acquired by the Company for the purpose of housing its employees;
 - (b) the proposed sale by the Company of any land which on the 30th day of April, 1982, was the subject of a sublease or an agreement for sublease from the Company and was used for commercial community or welfare purposes, to the sublessee thereof or a successor in title of that sublessee or, with the prior consent of the Minister, to any other person;
 - (c) the transfer to or vesting in the State or the appropriate instrumentality of the State or the relevant local authority as the case may be of the ownership, care control and management, maintenance or preservation of any service or facility owned and/or operated by the Company hereunder;
 - (d) the vesting in transfer surrender lease or sublease to the State or the appropriate instrumentality of the State or the relevant local authority as the case may be of any land of which the Company is the lessee or proprietor in fee simple hereunder; or
 - (e) any other purpose concerning the use or operation of the Company's services or facilities situated in or near the deposits townsite and/or the port townsite, as the Minister shall approve.

(2) The Minister shall within two (2) months of the receipt of proposals submitted pursuant to subclause (1) of this clause give to the Company notice either of—

- (a) his approval thereof; or
- (b) any objections or alterations desired thereto and in such case shall afford the Company an opportunity to consult with and submit new proposals to the Minister.

(3) If within two (2) months of receipt of a notice pursuant to paragraph (b) of subclause (2) of this clause agreement is not reached as to the said proposals then—

- (a) with respect to proposals relating to any of the matters mentioned in paragraphs (a) or (b) of subclause (1) of this clause the Company may within a further period of two months elect by notice to the State to refer to arbitration as herein provided any dispute as to the reasonableness of the Minister's decision. If the Company does not so elect within such period the said proposals shall on the expiration of that period lapse; and
- (b) with respect to proposals relating to any of the matters mentioned in paragraphs (c) (d) or (e) of subclause (1) of this clause the said proposals shall not be referable to arbitration hereunder but shall lapse.

(4) The Company shall implement proposals approved pursuant to this clause or an award made on arbitration as the case may be in accordance with the terms thereof.

10B. If a proposal approved pursuant to clause 10A hereof provides for the surrender by the Company to the State of any land comprised within a lease granted under or pursuant to this Agreement the State shall in accordance with such approved proposal—

- (a) grant to the Company in fee simple at a price to be determined by the Minister for Lands; or
- (b) lease to the Company for such terms or periods and on such terms and conditions (including renewal rights) as,

subject to the approved proposal, shall be determined by the Minister for Lands

any part or parts of the land surrendered by the Company to the State in accordance with that proposal.

10C. Where pursuant to any approved proposal as to any of the matters referred to in clause 10A hereof provision is made for the relevant local authority consistent with its functions as a local authority or an instrumentality of the State to enter into and carry out any agreement with the Company and/or for the Minister or respective Ministers administering the Hospitals Act 1927, the Education Act 1928, the Public Works Act 1902, the Fire Brigades Act 1942, the Country Areas Water Supply Act 1947, the Country Towns Sewerage Act 1948 and the State Energy Commission Act 1979 to enter into and carry out any agreement with the Company—

Authorisation of local authority and certain Ministers to enter agreements.

- (a) the Local Government Act 1960, the Hospitals Act 1927, the Education Act 1928, the Public Works Act 1902, the Fire Brigades Act 1942, the Country Areas Water Supply Act 1947 the Country Towns Sewerage Act 1948 and the State Energy Commission Act 1979 shall for the purposes of implementing such approved proposals be deemed to be modified by the inclusion of a power whereby such relevant local authority, instrumentality of the State and/or Minister or Ministers are authorised and empowered to enter into and carry out any such agreement; and
- (b) the relevant local authority, instrumentality of the State and such Minister or Ministers may enter into and carry out any such agreement notwithstanding the other provisions of this Agreement.

10D. Notwithstanding the provisions of the Land Act, if and to the extent that an approved proposal so provides, the Minister for Lands shall not at any time put up for sale or lease to persons other than the Company 30 or more lots of land as a single release within any land surrendered by the Company to the State pursuant to that proposal without first consulting with the Company for the purpose of

Release of lands.

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ensuring that provision has been made for the Company's future development requirements pursuant to this Agreement.

Sale of
lots in
housing
scheme.

10E. (1) The Company shall, subject to and in accordance with the relevant approved proposal relating to a housing scheme, have the right during the currency of this Agreement to enter into agreements in a form to be approved by the Minister to sell any lot the subject of that housing scheme to an employee engaged in the Company's operations under this Agreement and the provisions of sections 13 and 14 of the Sale of Land Act 1970 shall not apply to any such agreement.

(2) So long as the Company shall be responsible for the provision and/or maintenance of water, electricity, sewerage or drainage services to any land granted in fee simple to the Company pursuant to clause 10B hereof the Company shall, in respect of any part or parts thereof sold or otherwise disposed of by the Company in accordance with a proposal approved pursuant to clause 10A hereof have the right, notwithstanding such sale or other disposition, to enter that part or parts by itself, its agents or contractors at any time for the purpose of maintaining, repairing or replacing (as the case may be) any pipes, drains, cables or other works relating to such services in or under that land PROVIDED that the Company shall be responsible for any damage occasioned by such entry.

Addition
to mineral
lease.

10F. Notwithstanding the provisions of the Mining Act, the Company may apply to the Minister for Mines for inclusion in the mineral lease of the areas coloured red on the plan marked 'C' (initialled by or on behalf of the parties hereto for the purposes of identification) except so much thereof as is comprised in Special Lease No. 3116/4592 (Crown Lease No. 162/1974) and the Minister for Mines shall subject to the Company surrendering or causing to be surrendered all rights of occupancy held by the Company, Hamersley Exploration Pty. Limited, and Mount Bruce Mining Pty. Limited or any of them to land within the land applied for, withdrawing all applications previously made by the Company for mining tenements within the land applied for and surrendering from the mineral lease the areas coloured green on the said plan marked 'C' include the land so applied for in the mineral lease subject to the same terms and conditions

as apply to the mineral lease (with such apportionment of rents as is necessary) notwithstanding that the survey of the areas surrendered and the new areas have not been completed (but subject to correction to accord with the survey when completed at the Company's expense). " .

(4) in clause 11—

(a) in paragraph (a) by inserting at the end of that paragraph the following proviso—

" PROVIDED that such powers and authorities shall be modified from time to time to accord with proposals approved under clause 10A hereof " ;

(b) in sub-paragraph (i) of paragraph (d) by inserting at the end of that sub-paragraph the following proviso—

" PROVIDED that this sub-paragraph shall not apply to townsite lots or other areas within any land granted to the Company in fee simple pursuant to clause 10B hereof unless such lots or areas are then owned by the Company " ;

(c) in paragraph (g)—

(i) by deleting "granted to" and substituting the following—

" held by " ; and

(ii) by inserting after "this Agreement," where it first occurs, the following—

" or in respect of which the Company has any right to purchase pursuant to a housing scheme " .

(5) in clause 20—

by inserting, after subclause (2), the following subclause—

" (3) Where in respect of any land acquired by the Company under this Agreement the Company makes any disposition pursuant to any approved proposal as to any of the matters mentioned in Clause 10A hereof, then notwithstanding the provisions of subclause (1) of this clause but subject to any contrary intention contained in any such approved proposal, the consent in writing of the Minister shall not be required to any such disposition nor shall any assignee from the Company be required to enter into a deed of covenant as provided in subclause (1) of this clause. " .

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Variation
of Para-
burdoo
Agreement.

5. The Paraburdoo Agreement is hereby varied as follows—

(1) in clause 1—

(a) by deleting the definition of “Principal Agreement” and substituting the following definition—

“ “Principal Agreement” means the agreement defined in section 2 of the Iron Ore (Hamersley Range) Agreement Act 1963; ” :

(b) by inserting, in the paragraph commencing “Reference in this Agreement to an Act”, after “Act”, where it first occurs, the following—

“ other than the Mining Act ” ; and

(c) by inserting, after the said paragraph commencing “Reference in this Agreement to an Act”, the following paragraph—

“ Reference in this Agreement to the Company shall not include persons (other than the parties to this Agreement) to whom land in the townsite is or is agreed to be transferred or otherwise disposed of by the Company in accordance with a proposal approved pursuant to clause 7A hereof; ” .

(2) in clause 6 subclause (3)—

by deleting “For the purpose of paragraphs (b) (i) and (c) of sub-clause (2) of this clause” and substituting the following—

“ For the purpose of this Agreement ” .

(3) by inserting, after clause 7, the following clause—

“ 7A. The provisions of clauses 10A to 10E inclusive of the Principal Agreement shall apply to and be deemed to be incorporated in this Agreement as if all references in the said clauses to “this Agreement” and “the deposits townsite and/or port townsite” were references to this Agreement and the townsite defined herein. ” .

(4) in clause 8—

(a) by inserting, in paragraph (b), after “7” the following—

“ and the figure “7A” were substituted for the figure “10A” ” ;

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(b) by inserting, in paragraph (c), after subparagraph (ii) the following subparagraph—

“ (iii) the words “clause 10B of the Principal Agreement as applying to this Agreement” were substituted for the words “clause 10B hereof”.

(5) in clause 11 subclause (1)—

by inserting after “respectively” the following—

“ and as if the words “clause 10A of the Principal Agreement as applying to this Agreement” were substituted for the words “clause 10A hereof” in subclauses (3) and (4) of clause 20 of the Principal Agreement ” .

6. (1) Subject to subclause (2) of this clause, it is acknowledged by the State that for the purposes of subparagraphs (ii) and (iii) of paragraph (f) of subclause (1) of clause 10 of the Principal Agreement and subparagraphs (ii) and (iii) of paragraph (e) of subclause (1) of clause 7 of the Paraburdoo Agreement the Company has duly—

Acknowledgement
by the State.

- (a) laid out and developed the townsites of Dampier, Tom Price and Paraburdoo and provided therein adequate and suitable housing, recreational and other facilities and services; and
- (b) constructed and provided therein roads, housing, schools, water and power supplies and other amenities and services,

and that the Company shall have no further obligations to the State with regard to any of such matters that is or are the subject of proposals approved under clause 10A of the Principal Agreement or clause 7A of the Paraburdoo Agreement, except as provided in those proposals or either of them.

(2) If at any time by reason of the expansion of the Company's operations or requirements within the said townsites or any of them additional services facilities or amenities are required, the Company shall negotiate with the State as to the provision of such additional services facilities or amenities.

7. If any land within the townsites of Dampier, Tom Price or Paraburdoo the subject of a special lease granted to the Company under or pursuant to the Principal Agreement or the Paraburdoo Agreement is surrendered by the Company to the State in accordance with a proposal approved pursuant to clause 10A of the Principal Agreement or that clause as applying to the Paraburdoo Agreement and is or is subsequently to be granted in fee simple to the Company by the State pursuant to that proposal and that land is,

Preservation
of subleases
by Company.

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immediately prior to the surrender thereof, the subject of a sublease granted by the Company under the special lease then, notwithstanding the surrender of the special lease, any provision in the sublease or the provisions of any Act or any principle of law or equity to the contrary, that sublease shall as between the Company and the sublessee and any person deriving title under the sublessee continue and at all times remain in full force and effect in accordance with but subject to its terms as if the special lease out of which it was granted had not been surrendered.

Sale of
ore to
Steel Mains
Pty.
Limited.

8. Notwithstanding anything in the Principal Agreement and the Paraburdoo Agreement, the sale by the Company of iron ore from the mineral leases the subject of those Agreements to Steel Mains Pty. Limited for use in the coating of the undersea pipeline to be constructed for the purposes of the agreement defined in section 2 of the North West Gas Development (Woodside) Agreement Act 1979 is authorised and confirmed subject to payment by the Company to the State of royalty on the sale price ex Dampier stockpiles of all iron ore so sold at the rate of seven and one half per centum ($7\frac{1}{2}\%$).

Stamp
duty
exemption.

9. (1) The State shall exempt from any stamp duty which but for the operation of this clause would or might be chargeable on—

- (a) any agreement transfer or other instrument evidencing the sale or transfer of any lot in fee simple from the Company to any employee or to the Company from any such employee or former employee (as the case may be) pursuant to any proposal relating to a housing scheme approved pursuant to the Principal Agreement or the Paraburdoo Agreement as respectively amended by this Agreement;
- (b) any agreement transfer or other instrument evidencing the sale or transfer of any lot in fee simple to the Company from the Rural and Industries Bank of Western Australia pursuant to any such housing scheme; and
- (c) any mortgage to the Company from any employee in respect of any lot the subject of a transfer from the Company to that employee referred to in paragraph (a) of this subclause.

PROVIDED THAT this clause shall not apply to any such agreement transfer mortgage or other instrument executed or made more than 10 years after the 1st day of May, 1982, other than a transfer by the Company to an employee pursuant to an agreement (exempt from stamp duty pursuant to subclause (1) (a) of this clause) entered into prior to the expiration of that period.

(2) For the purposes of sub-clause (1) of this clause the expression "employee" means any person engaged in the operations of the Company under the Principal Agreement and/or the Paraburdoo Agreement and employed by the Company or any associated company engaged in the operations of the Company thereunder and shall for the purposes of any transfer pursuant to subclause (1) (a) of this clause include the legal or personal representatives of any such person.

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 RAYMOND JAMES }
O'CONNOR, M.L.A. in the } R. O'CONNOR.
presence of: }

PETER JONES,
Minister for Resources Development

THE COMMON SEAL of HAMERSLEY
IRON PTY. LIMITED was hereto }
affixed by authority of the Directors } [C.S.]
and in the presence of: }

Director T. BARLOW
Secretary J. R. WOOD

” .
