

WESTERN AUSTRALIA

**IRON ORE (HAMERSLEY RANGE)
AGREEMENT AMENDMENT ACT
(No. 2)**

No. 60 of 1987

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

[Assented to 13 November 1987]

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:—

Short title

1. This Act may be cited as the *Iron Ore (Hamersley Range) Agreement Amendment Act (No. 2) 1987*.

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 *Iron Ore (Hamersley Range) Agreement Act 1963* 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; 26 of 1979; 39 of 1982 and 27 of 1987.]

Section 2 amended

4. Section 2 of the principal Act is amended—

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

“ “the Eighth Supplementary Agreement” means the agreement a copy of which is set out in the Ninth Schedule. ”.

Section 3H inserted

5. After section 3G of the principal Act the following section is inserted—

Eighth Supplementary Agreement

“ 3H. (1) The Eighth Supplementary Agreement is ratified and its implementation is authorized.

(2) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Eighth Supplementary Agreement shall operate and take effect notwithstanding any other Act or law. ”.

Ninth Schedule added

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

“ **NINTH SCHEDULE**

THIS AGREEMENT made this 27th day of October 1987

BETWEEN:

THE HONOURABLE BRIAN THOMAS BURKE, 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 in Victoria and having its principal office in the State of Western Australia at 191 St. George’s Terrace, Perth (hereinafter called “the Company” in which term shall be included its successors and assigns) of the other part.

WHEREAS:

- (a) the State and the Company are the parties to the agreement dated the 30th day of July, 1963 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act 1963;
- (b) the said agreement has been varied by the following agreements made between the parties hereto—
 - (i) an agreement dated the 27th day of October, 1964 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1964;
 - (ii) an agreement dated the 8th day of October, 1968 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1968;
 - (iii) an agreement dated the 9th day of May, 1979 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1979;
 - (iv) an agreement dated the 26th day of April, 1982 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Amendment Act 1982; and
 - (v) an agreement dated the 28th day of May, 1987 which agreement was ratified by and is scheduled to the Iron Ore (Hamersley Range) Agreement Amendment Act 1987,

and as so varied is referred to in this Agreement as “the Principal Agreement”;

- (c) the agreement dated the 8th day of October, 1968 referred to in paragraph (ii) of recital (b) hereof has been varied by the following agreements made between the State and the Company—
 - (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;

No. 60] *Iron Ore (Hamersley Range) Agreement Amendment Act (No. 2)* [1987

- (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;
- (iii) the agreement dated the 26th day of April, 1982 referred to in paragraph (iv) of recital (b) hereof; and
- (iv) the agreement dated the 28th day of May, 1987 referred to in paragraph (v) of recital (b) hereof,

and as so varied is referred to in this Agreement as “the Paraburdoo Agreement”; and

- (d) the parties wish to vary 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—
 - (a) the Bill to ratify this Agreement referred to in clause 2 hereof; and
 - (b) a Bill to ratify the Agreement referred to in the Schedule heretoare passed as Acts before the 31st day of December, 1987 or such later date if any as the parties may agree.
- 4. The Principal Agreement is hereby varied as follows—

- (1) Clause 1—

by inserting after the definition of “associated company” the following definition—

““Channar Agreement” means the agreement scheduled to the Iron Ore (Channar Joint Venture) Agreement Act 1987 and any amendments to that agreement;”.

- (2) Clause 9 sub-clause (1)—

by inserting in the proviso to paragraph (b) after “clause 10 (2) (j)” the following—

“or clause 10 (2) (ja)”.

(3) Clause 10 sub-clause (2)—

- (a) by deleting in subparagraph (viii) of paragraph (j) “proportionately to the variation of the average of the prices payable for foundry pig iron f.o.b. Adelaide during the last full calendar year preceding the date at which the adjustment is to be made as compared with the average of those prices during the calendar year 1963.” and substituting the following—

“proportionately to the weighted average of sales (invoice prices) per ton of foundry pig iron sold in Adelaide by The Broken Hill Proprietary Company Limited or any subsidiary thereof from time to time during the calendar year immediately preceding the date at which the adjustment is required to be made as compared with \$44.33 PROVIDED THAT where information required to determine any price or other amount for the purposes of this paragraph is not available such price or other amount shall be agreed between the Company and the State or, failing agreement, determined by the Minister.”;

(b) by inserting after paragraph (j) the following paragraph—

“(ja) pay to the State royalty in accordance with this Agreement on all iron ore mined by or supplied to the Company from the mining lease granted pursuant to the Channar Agreement as if such iron ore were iron ore from the mineral lease;”.

(4) By inserting after clause 10F the following clauses—

“10G. If the Company at any time during the continuance of this Agreement desires to—

- (a) significantly modify expand or otherwise vary any of its works installations facilities equipment or services under this Agreement for or in connection with the provision of services for the purposes of the Channar Agreement; or
- (b) enter into any agreement with respect to the mining of iron ore from the mining lease granted under the Channar Agreement,

the Company shall give notice of such desire to the Minister and within two months thereafter shall subject to the provisions of this Agreement submit detailed proposals with respect to such services or to the mining and recovery of such iron ore including mining crushing screening handling transport and storage of the iron ore and plant facilities as the case may be and in each case measures to be taken for the protection and management of the environment and such other matters as the minister may require. The provisions of clause 7(1) hereof shall mutatis mutandis apply to proposals submitted pursuant to this clause.

10H. (1) If the Channar Agreement ceases or determines during the currency of this Agreement the Company may upon the cessation or determination of the Channar Agreement provided the Company is at that date the holder of Mineral Lease 4SA pursuant to this Agreement—

- (a) apply to the Minister for Minerals and Energy for inclusion in Mineral Lease 4SA of so much of the land which was immediately before such cessation or determination within the mining lease granted under the Channar Agreement as the Company desires and the Minister for Minerals and Energy shall include the land so applied for in Mineral Lease 4SA subject to

such of the conditions of the said mining lease as he determines but otherwise subject to the same terms and conditions as apply to Mineral Lease 4SA (with such apportionment of rents as is necessary), notwithstanding that the survey of such additional land has not been completed (but subject to correction to accord with the survey when completed at the Company's expense); and

- (b) in respect of any lease licence easement grant or other title made under the Channar Agreement which has ceased or determined pursuant to clause 40(1)(a) of that Agreement, apply for similar rights for the purpose of facilitating mining from areas to be included in Mineral Lease 4SA pursuant to paragraph (a) of this clause and the State shall grant or arrange to have the appropriate authority or other interested instrumentality of the State grant, for such periods and on such terms and conditions (including rental and renewal rights) as shall be reasonable having regard to the requirements of the Company, leases and where applicable licences easements and rights of way for all or any of the purposes of the Company's operations within those mining areas.

- (2) The rental or other consideration charged in respect of any lease licence easement or right of way granted under the provisions of this clause shall not take into account the value of any improvements effected to the land the subject thereof by the Joint Venturers under the Channar Agreement."

(5) Clause 11—

- (a) paragraph (a)—

by inserting after "townsite" the following—

"and subject to and in accordance with proposals approved under the Channar Agreement the Company for purposes related to the Channar Agreement";

- (b) by inserting after paragraph (a) the following paragraph—

"(aa) that the Company may use or permit to be used any works installations facilities equipment and services provided by the Company hereunder for the purpose of this Agreement for or in connection with the implementation of proposals approved under the Channar Agreement,".

5. The Paraburdoo Agreement is hereby varied as follows—

- (1) Clause 7 sub-clause (4)—

by inserting after "(j)," the following—

"(ja),".

- (2) Clause 11 sub-clause (1)—

by inserting after "8 (1)," the following—

"10G,".

THE SCHEDULE

The Agreement of even date herewith between THE HONOURABLE BRIAN THOMAS BURKE, M.L.A., Premier of the State of Western Australia, acting for and on behalf of the said State and its instrumentalities of the first part CMIEC (CHANNAR) PTY. LTD. and CHANNAR MINING PTY. LIMITED of the second part and HAMERSLEY IRON PTY. LIMITED of the third part.

IN WITNESS WHEREOF these presents have been executed the day and the year first hereinbefore written.

SIGNED by the said
THE HONOURABLE BRIAN
THOMAS BURKE, M.L.A.
in the presence of:

} BRIAN BURKE

D. PARKER
MINISTER FOR MINERALS AND ENERGY

THE COMMON SEAL OF
HAMERSLEY IRON PTY.
LIMITED was hereunto
affixed by authority
of the Directors in
the presence of:

} (C.S.)

Director M. A. O'LEARY

Director C. J. S. RENWICK

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