



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2021/002
Short name	Brickhouse and Nganhurra Thanardi Garrbu Aboriginal Corporation ILUA
ILUA type	Body Corporate
Date registered	31/05/2021
State/territory	Western Australia
Local government region	Shire of Carnarvon

Description of the area covered by the agreement

[The agreement contains a written description and map of the agreement area, copies of which are attached to this register extract.]

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area covers approx. 5.6 sq km of Brickhouse pastoral lease, located approx. 40 km northeast of Carnarvon.]

Parties to agreement

Applicant

Party name	Forrest and Forrest Pty Ltd
Contact address	PO Box 3155 Broadway Nedlands WA 6009

Other Parties

Party name	Nganhurra Thanardi Garrbu Aboriginal Corporation RNTBC
Contact address	PO Box 3072 249 Hay Street Perth WA 6892

Period in which the agreement will operate

Start date not specified

End Date not specified

1.2 Term

This Agreement commences on the Commencement Date and will continue to have effect for the Term.

"Commencement Date" means:

- (a) to the extent that this Agreement has force as a contract, the Execution Date; and
- (b) to the extent that this Agreement has force as an Indigenous Land Use Agreement, the date of its Registration as an Indigenous Land Use Agreement.

"Execution Date" means the date on which this Agreement has been executed by all the parties.

"Term" means the period commencing on the Commencement Date and ending on the date that this Agreement is terminated in accordance with clause 14 of this Agreement.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

5. AGREED FUTURE ACTS

5.1 Consent of Native title Holders

For the purposes of subsection 24EB(1) of the NTA, the Parties consent to the grant of, and the exercise of the rights and obligations created by the grant of, the Agreed Future Acts in the Agreement Area during the Term, provided that:

(a) nothing in this clause is intended to or will fetter the exercise of any power, function or discretion of the State and its agents and instrumentalities pursuant to any Law other than a Native Title Law.

(b) nothing in this clause will affect the operation of Laws relating to the protection of Aboriginal cultural heritage or constitute the agreement of the Native Title Holders to the damage to or destruction, alteration and/or concealment of Areas of Significance or other places, objects or things protected by those Laws.

5.2 Notification of Grants and Renewals

The PBC and Native Title Holders consent to the doing of the following classes of future acts:

(a) the renewal, re-making or re-grant of the Pastoral Lease from time to time;

(b) the grant of a licence, permit or authorisation from time to time (including any amendment or renewal, re-making or re-granting of the Pastoral Lease) to conduct activities for agricultural purposes (including the diversification and intensification of pastoral related activities) on the Pastoral Lease;

(c) the grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Pastoral Lease; and

(d) the grant of a pastoral lease from time to time in relation to all or part of any Stock Route or Reserve,

to the extent and in the terms of schedule 2 of this Agreement.

5.5 Subdivision P will not Apply

The Parties intend that Subdivision P of Division 3, Part 2 of the NTA will not apply to the Agreed Future Acts in this Agreement.

"Agreement Area" means the area set out in Schedule 4 of this Agreement, as varied from time to time in accordance with the terms of this Agreement.

"Agreed Future Acts" are those acts set out in Schedule 1 of this Agreement.

"Area of significance" means any of the following within the Agreement Area: a particular place that would be defined as an Aboriginal site under the provisions of the *Aboriginal Heritage Act 1972-80* or any significant Aboriginal area as defined in section 3 of the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth) or any area of importance to the Native Title Holders under equivalent Western Australian or Commonwealth legislation.

"Determination" means the determination of the Federal Court in favour of the Native Title Holders concluding the

following:
WAD 22/2019
WAD366/2018; and
Wad261/2019

"Low Impact Tourism" includes:

- (a) Farm Tourism Activity (as used in 24GB of the NTA) (for pastoral-based tourism and may include activities such as station-stay accommodation and tours of the pastoral lease); and
- (b) using specified land under the Pastoral Lease for non-pastoral-based tourism at buildings or facilities already existing on the Pastoral Lease at the Commencement Date.

Low Impact Tourism recognises principles of ecologically sustainable development and displays sensitivity to the area in which it operates. Low Impact Tourism does not include the tourism referred to in section 24GB(3) of the NTA nor any form of tourism that teaches or purports to teach aspects of Aboriginal culture.

"Native Title Holders" means those Baiyungu and/or Thalanyji people who are identified as the common law native title holders referred to in the Determination.

"Native Title Law" means any Law applicable from time to time in Western Australia relating or applying to native title or claimed native title including the NTA, the *Racial Discrimination Act 1975* (Cth), the *Titles (Validation) and Native Title (Effect of Past Acts) Act 1995* (WA) and any determination made (including conditions imposed) by the National Native Title Tribunal or other person, body or authority under the NTA.

"Pastoral Lease" means, as appropriate:

- (a) the pastoral lease N148726 being Brickhouse Station, and includes any extension, renewal, re-grant, remaking or replacement of such pastoral lease from time to time; and
- (b) the land identified with the above pastoral lease.

"PBC" means the Ngarnhurra Thanardi Garrbu Aboriginal Corporation (ICN 9183) a prescribed body corporate for the purposes of section 56 of the NTA, which holds communal or group rights and interests on trust for the Native Title Holders.

"Reserve" means the portion of any reserve within the Agreement Area.

"Stock Route" means the portion of any stock route within the Agreement Area.

Attachments to the entry

[WI2021_002 Schedule 1 Agreed Future Acts.pdf](#)

[WI2021_002 Schedule 3 Map and description of the agreement area.pdf](#)

[WI2021_002 NNTT written description and map for information only.pdf](#)