



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2015/021
Short name	Boonthamurra People and Local Government ILUA
ILUA type	Area Agreement
Date registered	13/11/2015
State/territory	Queensland
Local government region	Barcoo Shire Council, Quilpie Shire Council

Description of the area covered by the agreement

3.1 The Agreement covers the ILUA Area.

'ILUA Area' means the area described in writing in Schedule 2 being all of the land and waters within the Claim Area shown on the map marked "ILUA Area" in Schedule 3 [A copy of Schedule 2 and 3 of the agreement is 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 about 27,900 sq km and is located approximately 20 km west of Quilpie].

Parties to agreement

Applicant

Party name	Barcoo Shire Council and Quilpie Shire Council
Contact address	c/- MacDonnells Law GPO Box 79 Brisbane QLD 4001

Other Parties

Party name	Boonthamurra People
Contact address	c/- Queensland South Native Title Services Limited PO Box 10832, Adelaide Street Brisbane QLD 4000

Period in which the agreement will operate

Start date	12/06/2015
End date	not specified

13.1 This Agreement takes effect as a contractually binding agreement between the Parties from the Execution Date and continues unless and until the Agreement is Terminated .

23.1 Clause 29 in Part 3 commences on the Execution Date.

23.2 All other provisions in Part 3 commence on the Registration Date.

'Execution Date' means the date that the last Party signs the Agreement.

'Registration Date' means the date on which details of this Agreement are entered in the Register of Indigenous Land Use Agreements .

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

29.1 The Parties consent to any Activity which has a Low Native Title Impact (they are described in Schedule 4) [Schedule 4 is attached to this Register Extract].

29.2 There are no conditions on the consent to an Activity which has a Low Native Title Impact .

29.3 Where the conditions in the immediately following sub-clause are satisfied, the Parties consent to any Activity which has a High Native Title Impact (they are described in Schedule 5) [Schedule 5 is attached to this Register Extract].

29.4 The conditions are that the Local Government proposing the Activity satisfies one of the following:

(a) The Local Government:

- (i) gives a Notice to the Native Title Party in accordance with paragraph 31.1(a); and
- (ii) complete Consultation in accordance with paragraph 31.1(b).

(b) Where the Activity involves a capital work dealt with at a Capital Works Forum (provisions about a Capital Works Forum are contained in clause 32), the Local Government:

- (i) gives a list of capital works involving the Activity under paragraph 32.6(d); and
- (ii) consensus is reached under paragraph 32.6(e) about the Activity being carried out.

29.5 For clarification, an Activity which has a Low Native Title Impact will not be an Activity which has a High Native Title Impact.

31.1 The conditions in relation to the giving of Notice and completion of Consultation under Part 3 of the Agreement can be satisfied as follows:

(a) In relation to the giving of Notice the following applies:

(i) The Notice must:

- A. be in writing;
- B. be generally in the form of the template contained in Schedule 6 [Schedule 6 is attached to this Register Extract]; and
- C. substantially contain the information indicated in the template in Schedule 6.

- (ii) The Notice must be given in the way set out in clause 17.
- (iii) The Notice must be given in sufficient time to enable any necessary Consultation to be completed.
- (iv) The Notice may cover multiple Activities.

(b) Consultation means completion of the process contained in Schedule 7 [Schedule 7 is attached to this Register Extract].

'Activity' and 'Activities' has the widest possible meaning and includes any activity (including any construction and ground disturbing activity), action, undertaking, dealing, grant, approval, consent and agreement.

'Capital Works Forum' means one or more meetings of the Native Title Party and a Local Government of the kind, and for the purposes, set out in clause 32 [clause 32.4 provides that the objectives of the Capital Works Forum are to: (a) provide a forum at which the Local Governments can table a list of proposed capital works for discussion and reaching consensus about whether they have a Low Native Title Impact or a High Native Title Impact; and (b) enable the Parties to discuss any other proposed Activities which the Local Governments cannot readily categorise under Schedule 4 or Schedule 5 – with a view to reaching consensus on whether those Activities have a Low Native Title Impact or a High Native Title Impact; (c) where the Parties reach consensus that any of the listed capital works are Activities which have a High Native Title Impact, to enable them to undertake Consultation in relation to those Activities].

'Low Native Title Impact' in relation to an Activity, refers to anything which is included in or covered by any of the classes of Activities contained in Schedule 4.

'High Native Title Impact' in relation to an Activity, refers to anything which is included in, or covered by, any of the classes of Activities in Schedule 5.

Attachments to the entry

[QI2015_021 Schedule 2 - Written Description.pdf](#)

[QI2015_021 Schedule 3 - Map of ILUA Area.pdf](#)

[QI2015_021 Schedule 4 - Low Native Title Impact Activities.pdf](#)

[QI2015_021 Schedule 5 - High Native Title Impact Activities.pdf](#)

[QI2015_021 Schedule 6 - Compliance Notice.pdf](#)

[QI2015_021 Schedule 7 - Consultation Procedure.pdf](#)