



Extract from Register of Indigenous Land Use Agreements

NNTT number	NI2018/005
Short name	Gumbaynggirr Wenonah Head ILUA
ILUA type	Area Agreement
Date registered	26/07/2018
State/territory	New South Wales
Local government region	Bellingen Shire Council

Description of the area covered by the agreement

"ILUA Area" is defined in clause 1.1 as the entire area bounded by the external boundaries described in Schedule B to the Gumbaynggirr Claim, including the Non-Claimed/Determined Parts, which have been expressly excluded from the Gumbaynggirr Claim, and is further described in, and depicted on the map forming part of, Schedule 2.

[A copy of Schedule B of the Gumbaynggirr Claim and Schedule 2 of the agreement 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 about 1.3 sq km and is located 24 km south of Coffs Harbour, in the vicinity of Wenonah Heads, east of the North Coast Railway].

Parties to agreement

Applicant

Party name	Christine Witt, Marion Witt, Frances Witt, Laurie (Larry) Kelly and Richard Pacey as the Registered Native Title Claimant for and on behalf of the Gumbaynggirr People
Contact address	c/- NTSCORP Ltd PO BOX 2105 Strawberry Hills Sydney NSW 2012

Other Parties

Party name	Coffs Harbour and District Local Aboriginal Land Council
Contact address	c/- Melhem and Beckett PO BOX 207 Marrickville Sydney NSW 1475

Party name	Gumbaynggirr Wenonah Head Aboriginal Corporation
Contact address	c/- NTSCORP Ltd PO BOX 2105 Strawberry Hills NSW 2012

Period in which the agreement will operate

Start date not specified

End Date not specified

2. This Deed commences on the Commencement Date.

"Commencement Date" means the date on which this Deed is registered on the Register of indigenous land use agreements.

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

14.1(d) To the extent that making or performing a Conservation Agreement in relation to the CHDLALC Lands may be a future act, or may otherwise impact on the exercise of native title rights and interests, the Native Title Group irrevocably consents to the making and performance of any such Conservation Agreement in relation to the CHDLALC Lands, subject to the conditions in clause 14.2.

14.2 (a) (Recognition and protection of native title) When negotiating the Conservation Agreement, Coffs Harbour LALC [Local Aboriginal Land Council] must ensure that the Relevant Government Party is aware of the existence of the Gumbaynggirr People's native title in relation to the CHDLALAC Lands, must use its best endeavours to ensure that, if possible, the Conservation Agreement appropriately acknowledges the existence of native title and ask the Relevant Government Party to place the most minimal restrictions on native title possible.

(b) (No further unreasonable restriction on native title) The Conservation Agreement may not place further unreasonable restrictions on the exercise of native title rights on the CHDLALC Lands beyond those entailed by clause 11.

(e) (Notice of proposed Conservation Agreement to Relevant RNTBC) Coffs Harbour LALC must give the Relevant RNTBC notice of its intention to enter the Conservation Agreement and must at the same time provide the RNTBC with the proposed agreement other than any terms that may be commercially confidential.

(f) (Approval of terms by the Management Committee) Coffs Harbour LALC may only make a Conservation Agreement if:

(i) the Management Committee is satisfied that the agreement is within the scope of the consent given in this clause 14 12; and

(ii) the meeting at which the Management Committee considers the Conservation Agreement was held not less than 56 days (or such longer period as the Relevant RNTBC may reasonably request and Coffs Harbour LALC may agree) after Coffs Harbour LALC gives notice of the proposed agreement to the RNTBC.

(g) (Notice of Land Management Works to Relevant RNTBC) If performing the Conservation Agreement involves doing Land Management Works, Coffs Harbour LALC must give the Relevant RNTBC at least 7 days' notice of its intention to do the Land Management Works, which notice must provide sufficient detail for the RNTBC to understand the nature of the works and the impact they may have on the exercise of the native title rights and interests. However, Coffs Harbour LALC is not required to give notice in accordance with this subclause in cases of emergency.

15.1 (d) To the extent that the adoption and implementation of a Management Plan for the CHDLALC Lands may be a future act, or may otherwise impact on the exercise of native title rights and interests, the Native Title Group irrevocably consents to the adoption and implementation of such plan, subject to the conditions in clause 15.2.

15.2 (a) (No further unreasonable restriction on native title) The Management Plan may not place further unreasonable restrictions on the exercise of native title rights on the CHDLALC Lands beyond those entailed by clause 10.

(d) (Notice of proposed Conservation Agreement to Relevant RNTBC) The Management Committee or Coffs Harbour LALC must give the Relevant RNTBC notice of the proposed adoption of the Management Plan and must at the same time provide the RNTBC with the proposed Management Plan.

(e) (Approval of terms by the Management Committee) The Management Committee may only adopt a Management Plan if:

(i) the Management Committee is satisfied that the agreement is within the scope of the consent given in this clause 15; and

(ii) the meeting at which the Management Committee considers the Management Plan was held not less than 56 days (or such longer period as the Relevant RNTBC may reasonably request and Coffs Harbour LALC may agree) after Coffs Harbour LALC gives notice of the proposed plan to the Relevant RNTBC.

16.1(c) To the extent that doing such Land Management Works may be a future act or may otherwise impact on the exercise of native title rights and interests, the Native Title Group irrevocably consents to Coffs Harbour LALC doing the Land Management Works, subject to the conditions in clause 16.2.

16.2 (a) (No further unreasonable restriction on native title) The Land Management Works may not have the effect of placing further unreasonable restrictions on the exercise of native title rights on the CHDLALC Lands beyond those entailed by clause 11.

(c) (Notice to Relevant RNTBC) Coffs Harbour LALC must give the Relevant RNTBC at least 7 days' notice of its intention to do the Land Management Works, which notice must provide sufficient detail for the RNTBC to understand the nature of the works and the impact they may have on the exercise of the native title rights and interests. However, Coffs Harbour LALC is not required to give notice in accordance with this subclause in cases of emergency.

(d) (Consistency with Management Plan) If there is a relevant Management Plan developed and adopted by the Management Committee, the Land Management Works must be consistent with that plan.

'CHDLALC Lands' means the lands comprised in each of:

- Lot 7066 in DP 1107446

- Lot 4 in DP 1193053 (but not that part which is part of the proposed Recreation reserve)

- Lot 7064 in DP 1107434
- Lot 1 in DP 609510
- Lot 233 in DP 755552
- Part of Lot 7012 in DP 1107438
- Lot 7034 in DP 1107441; and
- Lot 7035 in DP 1107441

which lands are to be transferred to Coffs Harbour LALC pursuant to the Aboriginal Land Agreement and are depicted on the maps at Schedule 3.

'Relevant Determination' means a determination of native title in relation to all or part of the ILUA Area, made in the Gumbaynggirr Claim or Future Gumbaynggirr Claim.

'Relevant Government Party' in relation to a Conservation Agreement, means either the Commonwealth or the State if either of them are a party to the agreement, or any Minister or other officer or agency of the Commonwealth or State who may be a party to the agreement.

'Relevant RNTBC' means the registered native title body corporate in relation to a Relevant Determination.

Attachments to the entry

[Schedule 2 Description and Map of ILUA Area.pdf](#)