



Extract from Register of Indigenous Land Use Agreements

NNTT number	NI2018/001
Short name	Western Bundjalung Settlement ILUA
ILUA type	Area Agreement
Date registered	12/07/2018
State/territory	New South Wales
Local government region	Clarence Valley Council, Glen Innes Severn Shire Council, Kyogle Council, Richmond Valley Council, Tenterfield Shire Council

Description of the area covered by the agreement

'Agreement Area' is defined in clause 37.2 as the land or waters described and mapped in Schedule B. The definition also states that '[f]or the sake of clarity, the Agreement Area comprises the Native Title Area and the Extinguished Area, but excludes the Part B Area.'

[A copy of Schedule B 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 covers about 5,773 square kilometres and is located northwest of Grafton and west of Casino.]

Parties to agreement

Applicant

Party name	Tim Torrens, David Mundine, Kathy Malera-Bandjolan, Bronwyn Bancroft, Leonard Gordon, David Walker, Terrence Robinson, Andrew Donnelly, Gary Brown, Graeme Walker on behalf of the Western Bundjalung People
Contact address	c/- NTSCORP PO Box 2105 Strawberry Hills NSW 2012

Other Parties

Party name	Attorney General of New South Wales
Contact address	The Hon. Mark Speakman SC MP GPO Box 5341 Sydney NSW 2001

Party name	Chief Executive of Office of Environment and Heritage
Contact address	OEH Head Office PO Box A290 Sydney South NSW 1232

Party name	Chief Executive Officer of Forestry Corporation
Contact address	Forestry Corporation Head Office 121-131 Oratava Ave West Pennant Hills NSW 2125

Party name Minister administering the Crown Lands Act 1989 (NSW)
Contact address GPO Box 5341
Sydney NSW 2001

Party name Minister Administering the Fisheries Management Act 1994 (NSW)
Contact address GPO Box 5341
Sydney NSW 2001

Party name Minister Administering the National Parks and Wildlife Act 1974 (NSW)
Contact address GPO Box 5341
Sydney NSW 2001

Party name Ngullingah Jugun (Our Country) Aboriginal Corporation
Contact address c/- NTSCORP
PO Box 2105
Strawberry Hills NSW 2012

Period in which the agreement will operate

Start date not specified

End Date not specified

2.1 The following paragraphs deal with the commencement of various parts of the Agreement:

(a) clauses 1, 2, 3, 4, 6, 25, 26, 27, 29, 31, 32, 33, 34, 36 and 37 of this Agreement commence on the Execution Date; and

(b) the remainder of the Agreement commences on the Registration Date.

2.3 If this Agreement is not Registered as an ILUA to which Subdivision C of Division 3 of Part 2 of the [Native Title Act 1993 (Cth)] applies within 36 months after the Execution Date or within a further period that is agreed in writing between the Parties, this Agreement shall be terminated and cease to have effect.

3.1 This Agreement continues until one of the following events occurs:

(a) it is terminated by operation of sub-clause 2.3; or

(b) all Parties agree in writing to release each other and every other Party from their respective rights and obligations under this Agreement.

"Execution Date" means the date on which this Agreement is executed by all the Parties, whether on the same document or on one or more counterparts.

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

8.1 For the purposes of section 24EBA(1)(a)(i) of the [Native Title Act 1993 (Cth)] and regulation 7(5)(d) of the [Native Title (Indigenous Land Use Agreements) Regulations 1999], all Future Acts (other than Intermediate Period Acts) that were done in relation to land or waters in the Agreement Area after 1 January 1994 and before the Execution Date, are valid, to the extent that they were done invalidly because of the existence of Native Title.

8.2 All Future Acts done in relation to land or waters in the Agreement Area on and after the Execution Date and before the Registration Date are valid, to the extent that they are done invalidly because of the existence of Native Title, provided that they are done in accordance with the procedures set out in this Agreement or in the NTA.

17.3 Without limiting the rights of the Native Title Parties set out in Schedule E, the Parties consent to the doing of a Future Act that is in a class covered by Schedule E, which shall be valid, provided the procedures in Schedule E have been complied with. [An edited copy of Schedule E is attached to this register extract].

17.5 Nothing in Schedule E affects the [registered native title body corporate's] right to negotiate under Subdivision P of Division 3 of Part 2 of the NTA.

Attachments to the entry

[NI2018_001 Proposed Consent Determination Sch 1 Native Title Area.pdf](#)

[NI2018_001 Proposed Consent Determination Sch 2 Extinguished Area Part 1.pdf](#)

[NI2018_001 Proposed Consent Determination Sch 2 Extinguished Area Part 2.pdf](#)

[NI2018_001 Proposed Consent Determination Sch 3 External Boundary of Application Part 1.pdf](#)

[NI2018_001 Proposed Consent Determination Sch 3 External Boundary of Application Part 2.pdf](#)

[NI2018_001 Western Bundjalung Settlement ILUA Schedule B Descriptions of Agreement Areas.pdf](#)

[NI2018_001 Schedule E Alternative Future Acts Regime Redacted.pdf](#)