



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2016/009
<b>Short name</b>	PKKP and Nanutarra ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	04/01/2017
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ashburton

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### Description of the area covered by the agreement

Schedule B of the agreement describes the agreement area as:

Part of Nanutarra Pastoral Lease (N049833) that falls within WAD126/2005 Puutu Kunti Kurrama and Pinikura 2 (WC2005/004) as accepted for registration on 15 December 2006.

[A map of the agreement area is contained in Schedule C of the agreement. A copy of Schedule B and C are attached to this register extract.

The following 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 681 sq km approx. 199 km west of Tom Price.]

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	Red Sky Stations Pty Ltd
<b>Contact address</b>	Munderoo PO Box 3155 Broadway Nedlands WA 6009

#### *Other Parties*

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<b>Party name</b>	PKKP Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- William Buck PO Box 11050 Adelaide SA 5001

## Period in which the agreement will operate

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<b>Start date</b>	not specified
<b>End date</b>	not specified

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20.1 The term of this agreement commences on the Commencement Date.

20.2 Except for the obligations arising under clause 21 and obligations accrued before termination, this agreement will come to an end and the Parties will be released from further compliance with its terms:

- (a) when the Pastoral Lease comes to an end; or
- (b) by the written mutual agreement of all the Parties, whichever happens first.

'Commencement Date' is defined as meaning:

- (a) to the extent that this agreement has force as a contract, the date on which this agreement has been executed by all of the parties to it; and
- (b) to the extent that this agreement has force as an Indigenous Land Use Agreement, upon its Registration as an Indigenous Land Use Agreement.

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

4.2(a) For the purposes of subsection 24EB(1) of the NTA, the PKKP People and the PBC consent to the doing of the future acts provided for in this agreement, subject to the terms of this agreement.

- (b) The PKKP People and the PBC consent to the doing of the following classes of future acts:
  - i) the renewal, re-making, extension, replacement or re-grant of the Pastoral Lease from time to time;
  - ii) the grant of a licence, permit or authorisation from time to time (including any amendment or renewal, re-making, extension, replacement 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;
  - iii) the grant of leases, licences and permits from time to time to conduct Low Impact Tourism activity in the Pastoral Lease; and
  - iv) the grant of Pastoral Lease from time to time in relation to all or part of the Stock Routes or Reserves,to the extent and in the terms of clause 12 of this agreement ('Agreed Future Acts').
- (e) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA not apply to any of the Agreed Future Acts.

12.1(a) The PBC agrees to the renewal, re-making, extension, replacement or re-grant of the Pastoral Lease from time to time for any term, including a term longer than the existing term of the Pastoral Lease or the substitution or replacement of the Pastoral Lease with a different form of pastoral leasehold tenure made available to the Pastoralists in substitution for, or as an alternative to, the renewal of the Pastoral Lease, provided (subject to clauses 4.2(b)(v) and 12.3(b)(ii)) it does not provide any greater rights other than an extension of the length of the term and provided it does not cover any greater area.

(b) The Pastoralist agrees that the rights of PKKP People to have and exercise their native title rights and interests as defined in clause 8.1(a) may continue to be exercised in accordance with this agreement in respect of the Pastoral Lease as renewed, remade, extended, replaced or re-granted.

(c) The Pastoralist agrees that if the Pastoral Lease is renewed, remade, extended, replaced or re-granted, the Pastoralist will request that the Minister for Lands lodge a memorial with the Registrar of Titles (under section 17(2) of the Land Administration Act 1997 (WA)) on the certificate of Crown land title which corresponds with the relevant Pastoral Lease to inform any person who conducts a search of that Crown land title of the existence of this agreement.

- 12.2(a) Nothing in this clause abrogates, restricts or otherwise limits any right or entitlement that the Pastoralist have under any Native Title Law.
- (b) If the Pastoralist, or a person nominated by the Pastoralist, seeks any of the grants in this clause, they must give the PBC 3 months' notice of that and, subject to 12.2(c), the PBC consents to such grant:
- (i) leases, licences and permits authorising Low Impact Tourism and associated activity on the Pastoral Lease; and
- (ii) leases, licences and permits authorising the construction or renovation and operation of buildings, infrastructure and facilities for the purposes of the Low Impact Tourism.
- (c) If the PBC advises within 3 months of the notification referred to in clause 12.2(b) that the proposed use of the area chosen is likely to damage any Site of Significance, then the Low Impact Tourism activity shall not take place in that area and the Pastoralist and the PBC will negotiate in good faith to find an alternative location for the said activity.
- (d) The PKKP People will have the same rights to enter areas of the Pastoral Lease the subject of future acts described in this sub-clause as they have in relation to the Pastoral Lease under this agreement except:
- (i) to areas on which buildings and other structures are located and the areas immediately adjacent to them; and
- (ii) to any areas the exclusive use of which is reasonably necessary for the conduct of the Low Impact Tourism activities,
- and in any case members of the PKKP People will be treated no less favourably than members of the general public who wish to have access to those places.
- (e) The Pastoralist agrees to provide to the PBC with not less than 4 months Notice of any Low Impact Tourism activities proposed to be conducted by the Pastoralist on the Pastoral Lease prior to the first conduct of each such activity.
- (f) If the PBC is interested in pursuing opportunities for PKKP People to participate in the Pastoralist's Low Impact Tourism activities by undertaking commercial activities that complement those Low Impact Tourism activities (such as by offering cultural tours or other services), then the PBC will notify the Pastoralist of that interest.
- (g) Subject to the PBC agreeing to enter into a confidentiality undertaking in a form satisfactory to the Pastoralist, the Pastoralist agrees to meet with the PBC to discuss any such interest or proposal. In conducting any such discussions, each Party will act in good faith.
- (h) The Pastoralist will consider any reasonable opportunities identified by the PBC for PKKP People to participate in the Pastoralist's Low Impact Tourism and associated activities.
- (i) The Pastoralist agrees to advise the PBC whether it agrees to any commercial proposal to participate in the Pastoralist's Low Impact Tourism activities and if the Pastoralist does not agree, the reasons why not.
- (j) Nothing in this agreement obliges the Pastoralist to accept any commercial proposal identified by the PBC.
- (k) The Pastoralist acknowledges that the PKKP People are the holders of knowledge with respect to Sites of Significance or Areas of Significance and will respect any dissemination of that knowledge by them.
- (l) The Pastoralist will not carry out, or permit the carrying out, of activities on the Pastoral Lease which use, promote, sell, or otherwise relate to the culture, traditions, or customs of the PKKP People without the prior consent in writing of the PBC, which consent may be given or withheld at their absolute discretion.

'Low Impact Tourism' is defined as including:

- (a) Farm Tourism Activity (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.

**Attachments to the entry**

[WI2016\\_009 Schedule B Description of the Agreement Area.pdf](#)

[WI2016\\_009 Schedule C Map of the Agreement Area.pdf](#)