



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2020/008
Short name	Edmund and Combined Thiin-Mah, Warriyangka, Tharrkari, Jiwarli ILUA
ILUA type	Body Corporate
Date registered	15/06/2020
State/territory	Western Australia
Local government region	Shire of Upper Gascoyne

Description of the area covered by the agreement

"**Agreement Area**" means those parts of the area of the Determination as set out in Schedule B.

[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 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. 691sq km over part of Edmund pastoral lease and is located approx. 137 km south east of Nanutarra Roadhouse.]

Parties to agreement

Applicant

Party name	Richard Bernard Arends
Contact address	Edmund Station PO Box 13 Pannawonica WA 6716

Other Parties

Party name	Woodgoomungooh Aboriginal Corporation
Contact address	c/- Bulhari Holdings Pty Ltd Unit 17, Level 2, 22 Railway Road Subiaco WA 6008

Period in which the agreement will operate

Start date	not specified
End Date	not specified

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

20.2 Except for the obligations arising under clause 21 [*Confidentiality*] 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.

Definitions

"Commencement Date" means:

- (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.

"Pastoral Lease" means pastoral lease N049605 being Edmund Station and any extension, renewal, re-grant, remaking or replacement of any such pastoral lease whether extended, renewed, re-granted, remade or replaced as at the date of this agreement or any time during the term of this agreement and includes any pastoral lease granted from time to time in relation to the area of the Stock Routes and Reserves.

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

4.2 (a) The TMWTJ People and the TMWTJ PBC do not oppose, and will not challenge the doing of the future acts provided for in this agreement subject to its terms.

(b) The TMWTJ People and the TMWTJ PBC agree for (a) to apply to the doing of the following classes of future acts:

- (i) the extension, renewal, re-making or re-grant or replacement 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 extension, renewal, re-making, regranting or replacement 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 Leases from time to time in relation to all or part of the Stock Routes or Reserves (not including Reserve 26808, Barlee Range Nature Reserve),
- to the extent and in the terms of clause 12 of this agreement ("**Agreed Future Acts**").

(c) 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 TMWTJ PBC agree to the extension, renewal, re-making, re-grant or replacement of the Pastoral Lease from time to time for any term, including a term longer than the existing term of the Pastoral Lease provided it does not provide any greater rights other than an extension of the length of the term and provided (subject to clauses 4.2(b)(iv) and 12.3(b)(ii)) it does not cover any greater area.

12.2 (b) If the Pastoralist, or a person nominated by the Pastoralist, seeks any of the grants in this clause, they must advise the TMWTJ PBC of that and, subject to clause 12.2(c), the TMWTJ PBC consents to such grant: (i) leases, licences and permits authorising Low Impact Tourism and associated activity on the Pastoral Lease and further or alternatively on any tenure granted to the Pastoralist in accordance with sub-clause 12.2 hereof; 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.

12.3 (b) The TMWTJ PBC agrees to: (i) the Pastoralist continuing to use the area of the Stock Routes and Reserves for pastoral purposes; and (ii) the grant of the Pastoral Lease or other non-extinguishing tenure from time to time in respect of the area of the Stock Routes and Reserves (not including Reserve 26808, Barlee Range Nature Reserve).

Definitions:

"Farm Tourism Activity" has the same meaning as under section 24GB of the NTA.

"Low Impact Tourism" includes:

- (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.

"Pastoralist" means the lessee of the Pastoral Lease and a party acting as servant, agent or contractor to, or otherwise on behalf of, the lessee.

"Reserves" means those reserves in the Determination Area as set out in schedule B.

"Site of Significance" means any Aboriginal site, as defined under section 5 of the Aboriginal Heritage Act 1972 (WA) and any significant Aboriginal area as defined in section 3 of the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth) and "Area of Significance" has a corresponding meaning.

"Stock Routes" means those stock route reserves in the Determination Area as set out in schedule B.

"TMWTJ PBC" means Woodgoomungoooh Aboriginal Corporation RNTBC (ICN 9040), a prescribed body corporate for the purposes of section 56 of the NTA which holds communal or group rights and interests in trust for the TMWTJ People.

"TMWTJ People" means those people who are identified as the common law native title holders referred to in the Determination and "TMWTJ Person" has a corresponding meaning.

Attachments to the entry

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

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