

**IRON ORE (HAMERSLEY RANGE)  
AGREEMENT AMENDMENT ACT  
1992**

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**No. 42 of 1992**

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**AN ACT to amend the *Iron Ore (Hamersley Range) Agreement Act 1963*.**

*[Assented to 2 October 1992.]*

The Parliament of Western Australia enacts as follows:

**Short title**

**1.** This Act may be cited as the *Iron Ore (Hamersley Range) Agreement Amendment Act 1992*.

**Commencement**

**2.** This Act shall come into operation on the day on which it receives the Royal Assent.

### **Principal Act**

3. In this Act the *Iron Ore (Hamersley Range) Agreement Act 1963\** is referred to as the principal Act.

[\* *Reprinted as approved 1 March 1966.*

*For subsequent amendments see 1991 Index to Legislation of Western Australia, p. 102.]*

### **Section 2 amended**

4. Section 2 of the principal Act is amended —

(a) by deleting the full stop at the end of the section and substituting a semi-colon; and

(b) by inserting at the end of the section the following definition —

“        **“the Tenth Supplementary Agreement”**  
             means the agreement a copy of which  
             is set out in the Eleventh Schedule.        ”.

### **Section 3J inserted**

5. After section 3I of the principal Act the following section is inserted —

#### **Tenth Supplementary Agreement**

“        **3J.** (1) The Tenth Supplementary Agreement is ratified and its implementation is authorized.

(2) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Tenth Supplementary Agreement shall operate and take effect notwithstanding any other Act or law.        ”.

**Eleventh Schedule added**

**6.** After the Tenth Schedule to the principal Act the following schedule is added —

“

**ELEVENTH SCHEDULE**

**THIS AGREEMENT** is made this 25th day of May 1992

**B E T W E E N :**

**THE HONOURABLE CARMEN MARY LAWRENCE, B. Psych., Ph.D., M.L.A.**, Premier of the State of Western Australia, acting for and on behalf of the said State and its instrumentalities from time to time (hereinafter called "the State") of the one part

**AND**

**HAMERSLEY IRON PTY. LIMITED A.C.N. 004 558 276** a company incorporated in Victoria and having its principal office in the State of Western Australia at 191 St. George's Terrace, Perth (hereinafter called "the Company" in which term shall be included its successors and assigns) of the other part.

**WHEREAS :**

- (a) the State and the Company are the parties to the agreement dated the 30th day of July, 1963 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act 1963;
- (b) the said agreement has been varied by the following agreements made between the parties hereto -
  - (i) an agreement dated the 27th day of October, 1964 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1964;
  - (ii) an agreement dated the 8th day of October, 1968 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1968;

- (iii) an agreement dated the 9th day of May, 1979 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1979;
- (iv) an agreement dated the 26th day of April, 1982 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Amendment Act 1982;
- (v) an agreement dated the 28th day of May, 1987 which agreement was ratified by and is scheduled to the Iron Ore (Hamersley Range) Agreement Amendment Act 1987;
- (vi) an agreement dated the 27th day of October, 1987 which agreement was ratified by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act (No. 2) 1987, and
- (vii) an agreement dated the 14th day of June, 1990 which agreement was ratified by and is scheduled to the Iron Ore (Hamersley Range) Agreement Amendment Act 1990,

and as so varied is referred to in this Agreement as "the Principal Agreement";

- (c) the agreement dated the 8th day of October, 1968 referred to in paragraph (ii) of recital (b) hereof has been varied by the following agreements made between the State and the Company -
  - (i) an agreement dated the 10th day of March, 1972 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1972;
  - (ii) an agreement dated the 5th day of October, 1976 which agreement was approved by and is scheduled to the Iron Ore (Hamersley Range) Agreement Act Amendment Act 1976;
  - (iii) the agreement dated the 26th day of April, 1982 referred to in paragraph (iv) of recital (b) hereof;

- (iv) the agreement dated the 28th day of May, 1987 referred to in paragraph (v) of recital (b) hereof;
- (v) the agreement dated the 27th day of October, 1987 referred to in paragraph (vi) of recital (b) hereof; and
- (vi) the agreement dated the 14th day of June, 1990 referred to in paragraph (vii) of recital (b) hereof,

and as so varied is referred to in this Agreement as "the Paraburdoo Agreement"; and

- (d) the parties wish to vary the Principal Agreement and the Paraburdoo Agreement.

**NOW THIS DEED WITNESSETH -**

1. Subject to the context the words and expressions used in this Agreement have the same meanings as they have in and for the purpose of the Principal Agreement and the Paraburdoo Agreement respectively.
2. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act.
3. The subsequent clauses of this Agreement shall not operate unless and until -
  - (a) the Bill to ratify this Agreement as referred to in clause 2 hereof is passed as an Act before the 31st day of December, 1992 or such later date if any as the parties hereto may mutually agree upon; and
  - (b) a Bill to ratify an agreement of even date herewith between the State of the first part the Company and Hamersley Resources Limited of the second part and Australian Mining and Smelting Limited of the third part is passed as an Act before the 31st day of December, 1992 or such later date if any as the parties hereto may mutually agree upon.

If the said Bills are not passed before that date or later date or dates (as the case may be) this Agreement will then cease and determine and neither of the parties hereto will have any claim against the other of them with respect to any matter or thing arising out of done performed or omitted to be done or performed under this Agreement.

4. The Principal Agreement is hereby varied as follows -

(1) Clause 1 -

- (a) in the definition of "mineral lease", by deleting "or 10I" and substituting the following -

" , 10I or 10J";

- (b) by deleting the definition of "Mining Act" and substituting the following definitions -

" "Mining Act 1904" means the Mining Act 1904 and the amendments thereto and the regulations made thereunder as in force on the 31st day of December, 1981;

"Mining Act 1978" means the Mining Act 1978;"

- (c) in the definition of "Minister for Mines", by inserting after "Act" the following -

"1904 and the Mining Act 1978";

- (d) in the paragraph commencing "reference in this Agreement to an Act", by inserting after "Mining Act" the following -

"1904";

- (e) by inserting, in the appropriate alphabetical positions, the following definitions -

" "mining lease" means the mining lease referred to in clause 10K hereof and includes any

renewal thereof and according to the requirements of the context shall describe the area of land from time to time demised thereby as well as the instrument by which it is demised;

"Wittenoom mining areas" means the areas delineated and coloured red on the plan marked "E" initialled by or on behalf of the parties hereto for the purpose of identification;

"Wittenoom rights of occupancy" means the rights of occupancy of the Wittenoom mining areas granted in respect of Temporary Reserves Nos. 5617H, 5618H, 5619H, 5620H, 5623H, 5624H, 5625H, 5585H and 5587H and includes any renewals thereof;"

(2) Clause 2 paragraph (a) -

by inserting after "Act" the following -

"1904".

(3) Clause 9 subclause (1) -

(a) in paragraph (b), by inserting after "Mining Act" the following -

"1904";

(b) in paragraph (c) -

(i) by deleting "machinery and tailings leases (including leases for the dumping of overburden) and such other leases licenses reserves and tenements under the Mining Act or" and substituting the following -

"general purpose leases, miscellaneous licences and mining leases (but not for iron) under the Mining Act 1978 and such other leases licences and reserves";



- (ii) by deleting "lease;" and substituting the following -

"lease and as the Minister may approve.  
Notwithstanding the Mining Act 1978 -

(i) the Company may with the prior approval of the Minister for Mines apply from time to time for general purpose leases for the purposes of its operations under this Agreement in respect of areas of land greater than the maximum area provided for under that Act;

(ii) where land applied for by the Company as a general purpose lease, miscellaneous licence or mining lease under this paragraph is vacant Crown land or land held by the Company under a pastoral lease, the application may be dealt with and granted by the Minister for Mines as if the land applied for was land that had been exempted from the provisions of Part IV of the Mining Act 1978 pursuant to section 19 of that Act."

- (4) Clause 9 subclause (4)(a) -

- (a) by deleting "Mining Act" and substituting the following -

"Mining Act 1904 or the Mining Act 1978".

- (b) by inserting after "mineral lease" the following -

"or the mining lease".

- (5) Clause 10 subclause (2)(e) -

by inserting after "mineral lease" the following -

"and all iron ore mined from the mining lease".

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- (6) Clause 10 subclause (2)(g) -  
by inserting after "mineral lease" the following -  
"and the mining lease".
- (7) Clause 10 subclause (2)(j) -
- (a) by inserting after "mineral lease", where it first occurs, the following -  
"and all iron ore from the mining lease";
- (b) by inserting after "mineral lease", where it secondly occurs, the following -  
"and the mining lease or either of them";
- (c) by inserting after "mineral lease", where it thirdly and fourthly occurs, the following -  
"and the mining lease or such one of them as the case may be".
- (8) Clause 10E subclause (1) -  
by deleting "in a form to be approved by the Minister".
- (9) Clause 10F -  
by inserting after "Act" the following -  
"1904 or the Mining Act 1978".
- (10) Clause 10H subclause (1)(a) -  
by deleting "Minerals and Energy" in both places where it occurs and substituting in each place the following -  
"Mines".
- (11) Clause 10I subclause (1) -  
by deleting "Mining Act or" and substituting the following -  
"Mining Act 1904 or".

(12) Clause 10I subclause (11) -

by deleting subclause (11) and substituting the following subclause -

"(11) (a) The Company shall, in respect of the matters referred to in paragraph (k) of subclause (2) of this clause and which are the subject of proposals approved or determined under this clause (hereinafter called "the approved proposals") carry out a continuous programme of investigation, research and monitoring to ascertain the effectiveness of the measures it is taking both generally and pursuant to the approved proposals as the case may be for protection and management of the environment.

(b) The Company shall during the currency of this Agreement submit to the Minister -

(i) not later than the 30th day of June, 1993 and the 30th day of June in each year thereafter (except those years in which a comprehensive report is required to be submitted pursuant to subparagraph (ii) of this paragraph) a brief report concerning investigations and research carried out pursuant to paragraph (a) of this subclause and the implementation by the Company of the elements of the approved proposals relating to the protection and management of the environment in the year ending the 30th day of April immediately preceding the due date for the brief report; and

(ii) not later than the 30th day of June, 1995 and the 30th day of June in each third year thereafter if so requested by the Minister from time to time, a comprehensive report on the result of

such investigations and research and the implementation by the Company of the elements of the approved proposals relating to the protection and management of the environment during the three year period ending the 30th day of April immediately preceding the due date for the detailed report and the programme proposed to be undertaken by the Company during the following three year period in regard to investigation and research under paragraph (a) of this subclause and the implementation by the Company of the elements of the approved proposals relating to the protection and management of the environment.

- (c) The Minister may within two (2) months of receipt of a report pursuant to subparagraph (ii) of paragraph (b) of this subclause notify the Company that he -
  - (i) requires amendment of the report and/or programme for the ensuing 3 years; or
  - (ii) requires additional detailed proposals to be submitted for the protection and management of the environment.
- (d) The Company shall within two (2) months of receipt of a notice pursuant to subparagraph (i) of paragraph (c) of this subclause submit to the Minister an amended report and/or programme as required. The Minister shall afford the Company full opportunity to consult with him on his requirements during the preparation of any amended report or programme.
- (e) The Minister may within 1 month of receipt of an amended report or programme pursuant to paragraph (d) of this subclause notify the Company that he requires additional detailed proposals to be submitted for the protection and management of the environment.

- (f) The Company shall within two months of the receipt of a notice given pursuant to subparagraph (ii) of paragraph (c) or paragraph (e) of this subclause submit to the Minister additional detailed proposals as required and the provisions of subclauses (4), (5), (6), (7), (9) and (10) of this clause and this subclause shall *mutatis mutandis* apply in respect of such proposals."

- (13) By inserting after Clause 10I the following clause -

**Additional areas**

- "10J. (1) Notwithstanding the provisions of the Mining Act 1904 or the Mining Act 1978 the Company may from time to time during the currency of this Agreement apply to the Minister for areas held by the Company or an associated company under a mining tenement granted under the Mining Act 1978 to be included in the mineral lease but so that the total area of the mineral lease shall not at any time exceed 300 square miles. The Minister shall confer with the Minister for Mines in regard to any such application and if they approve the application the Minister for Mines shall upon the surrender of the relevant mining tenement include the area the subject thereof in the mineral lease subject to such of the conditions of the surrendered mining tenement as the Minister for Mines determines but otherwise subject to the same terms covenants and conditions as apply to the mineral lease (with such apportionment of rents as is necessary) and notwithstanding that the survey of such additional land has not been completed but subject to correction to accord with the survey when completed at the Company's expense.
- (2) The Company shall not mine or carry out other activities (other than exploration, bulk sampling and testing) on any area or areas

added to the mineral lease pursuant to subclause (1) of this clause unless and until proposals with respect thereto are approved or determined pursuant to the subsequent provisions of this clause.

- (3) If the Company desires to commence mining of iron ore or to carry out any other activities (other than as aforesaid) on the said areas it shall give notice of such desire to the Minister and shall within 2 months of the date of such notice (or thereafter within such extended time as the Minister may allow as hereinafter provided) and subject to the provisions of this Agreement submit to the Minister to the fullest extent reasonably practicable its detailed proposals (which proposals shall include plans where practicable and specifications where reasonably required by the Minister) with respect to such mining or other activities.
  
- (4) The provisions of subclauses (2) - (15) of clause 10I of this Agreement shall apply to proposals under this clause and mining and other activities carried on the areas the subject of proposals under this clause *mutatis mutandis* and as if -
  - (a) references in those subclauses to the Brockman No. 2 Detritals Deposit were references to the areas added to the mineral lease pursuant to this clause; and
  
  - (b) the words "the 1st day of October, 1990" in sub-clause (12)(g) thereof were substituted by the words "the date of the Company's notice under subclause (3) of this clause".

(14) By inserting after Clause 10J the following clause -

Wittenoom mining areas

- "10K. (1) From and after the coming into operation of the agreement ratified by the Iron Ore (Hamersley Range) Agreement Amendment Act 1992 and the release and surrender by Hamersley Resources Limited to the State of all its right title and interest in and to the Wittenoom rights of occupancy to the intent that thereafter the rights of occupancy shall be vested solely in the Company, the Company shall hold the Wittenoom rights of occupancy pursuant to this Agreement and as though they had been originally granted under this Agreement and the State shall thereafter cause to be granted to the Company as may be necessary successive renewals of such rights of occupancy as have not been surrendered by the Company pursuant to subclause (5) of this clause (each renewal for a period of twelve (12) months at the same rental and on the same terms as the existing rights of occupancy) the last of which renewals notwithstanding its currency shall expire -
- (i) on the date of application for inclusion of land in the mining lease by the Company under subclause (8) of this clause;
  - (ii) on the 31st day of December, 1999;  
or
  - (iii) on the determination of this Agreement pursuant to its terms;

whichever shall first happen.

- (2) (a) Insofar as has not already been done to the satisfaction of the Minister the Company will commence forthwith and carry out at its expense (with the assistance of experienced consultants where appropriate) -
- (i) a thorough geological and (as necessary) geophysical investigation of the iron ore deposits in the Wittenoom mining areas and the testing and sampling of such deposits;
  - (ii) a general reconnaissance of the various sites of proposed operations pursuant to the Agreement together with the preparation of suitable maps and drawings;
  - (iii) an engineering investigation of the route for a railway or other means of transport to serve the Wittenoom mining areas and other areas the subject of this clause;
  - (iv) a study of the technical and economic feasibility of the mining transporting processing and shipping of iron ore from Wittenoom mining areas;
  - (v) housing and accommodation for the workforce for operations on the Wittenoom mining areas and other areas the subject of this clause;



- (vi) the investigation in areas approved by the Minister of suitable water supplies for mining industrial and townsite purposes;
  - (vii) metallurgical and market research.
- (b) The Company shall collaborate with and keep the State fully informed at least annually with the first report on or before the 1st day of December 1992 as to the progress and results of the Company's operations under paragraph (a) of this subclause. The Company shall furnish the Minister with copies of all reports received by it from consultants in connection with the matters referred to in paragraph (a) of this subclause and with copies of all findings made and reports prepared by them.
- (c) If the State concurrently carries out its own investigations and reconnaissances in regard to all or any of the matters mentioned in paragraph (a) of this subclause the Company shall cooperate with the State therein and so far as reasonably practicable will consult with the representatives or officers of the State and make full disclosures and expressions of opinion regarding matters referred to in this subclause.
- (d) On and after the grant of the mining lease the provisions of paragraphs (a), (b) and (c) of this subclause shall not apply to the

land the subject of the mining lease.

- (3) On or before the 28th day of February, 1993 (or thereafter within such extended time as the Minister may allow as hereinafter provided) the Company shall submit to the Minister its detailed proposals with respect to the mining of iron ore within that part or those parts of the Wittenoom mining areas as the Company then desires to commence mining operations.
- (4) The provisions of subclauses (2) - (15) of clause 10I of this Agreement shall apply to proposals under subclause (3) of this clause and mining and other activities carried on the areas the subject of proposals under that subclause *mutatis mutandis* and as if -
  - (a) references in those subclauses to the Brockman No.2 Detritals Deposit were references to the Wittenoom mining areas or, after the grant of the mining lease, to the mining lease;
  - (b) there were inserted in subclause (2)(f) thereof after "transportation" the following -

"and a railway within portion of the land shown coloured blue on the said plan marked "E" and associated borrow pits within that land"; and
  - (c) the words "October, 1990" in subclause (12)(g) thereof were substituted by the words "November, 1992".

- (5) On application made by the Company not later than 14 days after all its proposals submitted pursuant to subclause (3) of this clause have been approved or determined for a mining lease for the mining of iron ore of the part or parts (not exceeding in total area 65 square miles and in the shape of a rectangular parallelogram or rectangular parallelograms or as near thereto as is practicable) of the Wittenoom mining areas as are the subject of the proposals the State shall, upon the surrender by the Company of the Wittenoom rights of occupancy if the area applied for is 65 square miles or if the area applied for is less than 65 square miles then upon the surrender of the rights of occupancy in respect of the Temporary Reserves which or any part of which is included in the application for the mining lease, cause to be granted to the Company a mining lease of such land (notwithstanding that the survey in respect thereof has not been completed but subject to such corrections to accord with the survey when completed at the Company's expense) for the mining of iron ore only such mining lease to be granted under and, except as otherwise provided in this Agreement, subject to the Mining Act 1978 but in the form of the Second Schedule hereto.
- (6) Subject to the performance by the Company of its obligations under this Agreement and the Mining Act 1978 and notwithstanding any provisions of the Mining Act 1978 to the contrary the term of the mining lease shall be for a period of 21 years commencing from the date of receipt of the application therefor under subclause (5) of this clause with the right during the currency of this Agreement to

take two successive renewals of the said term each for a further period of 21 years upon the same terms and conditions, subject to the sooner determination of the said term upon cessation or determination of this Agreement such right to be exercisable by the Company making written application for any such renewal not later than one month before the expiration of the current term of the mining lease.

- (7) The Company shall -
- (a) by way of rent for the mining lease pay to the State annually in advance a sum equal to seventy (70) cents per acre of the area for the time being the subject of the mining lease commencing on and accruing from the date of application for the mining lease by the Company;
  - (b) from and after the fifteenth (15th) anniversary of the first transport of iron ore from the mining lease or the twentieth (20th) anniversary of the approval or determination of the Company's proposals submitted pursuant to subclause (3) of this clause whichever shall first occur pay an additional rental in respect of the mining lease equal to twenty five (25) cents per ton on all iron ore in respect of which royalty is payable under clause 10(2)(j) hereof in any financial year in relation to iron ore from the mining lease such additional rental to be paid within three (3) months after shipment sale or use as the case may be of the iron ore **SO NEVERTHELESS** that the additional rental to be paid

under this proviso shall be not less than three hundred thousand dollars (\$300,000) in respect of any such year and the Company will within three (3) months after expiration of that year pay to the State as further rental the difference between three hundred thousand dollars (\$300,000) and the additional rental actually paid in respect of that year but any amount so paid in respect of any financial year in excess of the rental payable for that year at the rate of twenty five (25) cents per ton as aforesaid shall be offset by the Company against any amount payable by them to the State above the minimum amounts payable to the State under this paragraph in respect of the two (2) financial years immediately following the financial year in respect of which the said minimum sum was paid.

- (8) (a) If the land in respect of which the mining lease is originally granted is less than 65 square miles in area then notwithstanding the Mining Act 1978 the Company may once during the period from the grant of the mining lease to the 31st day of December, 1999 apply to the Minister for Mines for inclusion in the mining lease of such part or parts of the Wittenoom mining areas as the Company nominates and in respect of which it then holds rights of occupancy (not exceeding in total area 65 square miles less the area of the land in respect of which the mining lease was originally granted and in the

shape of a rectangular parallelogram or rectangular parallelograms or as near thereto as is practicable) and the Minister for Mines shall include the land applied for in the mining lease upon the surrender by the Company of all rights of occupancy then held by the Company in respect of the Wittenoom mining areas subject to the same terms covenants and conditions as apply to the mining lease (with such apportionment of rents as is necessary) and notwithstanding that the survey of such additional land has not been completed but subject to correction to accord with the survey when completed at the Company's expense.

- (b) The Company shall not mine or carry out other activities (other than exploration, bulk sampling and testing) on any area or areas added to the mining lease pursuant to paragraph (a) of this subclause unless and until proposals with respect thereto are approved or determined pursuant to this clause.
  
- (c) The provisions of subclauses (2) - (15) of clause 10I of this Agreement shall apply to proposals under this subclause and mining and other activities carried on the areas the subject of proposals under this subclause *mutatis mutandis* and as if -
  - (a) reference in those subclauses to the Brockman No.2 Detritals Deposit were

references to the mining lease;

- (b) the words "the 1st day of October 1990" in subclause (12)(g) thereof were substituted by the words "the date of submission of proposals under this subclause".
- (9) The Company shall so conduct their operations in respect of the Wittenoom mining areas and the mining lease as to meet the reasonable requirements of the State in preserving and protecting National Park Reserve No. 30082.
- (10) The State shall ensure that during the currency of this Agreement and subject to compliance with its obligations hereunder the Company shall not be required to comply with the expenditure conditions imposed by or under the Mining Act 1978 in regard to the mining lease.
- (11) The Company shall lodge with the Department of Mines at Perth -
- (a) such periodical reports (except reports in the form of Form 5 of the Mining Regulations 1981 or other reports relating to expenditure on the mining lease) and returns as may be prescribed in respect of mining leases pursuant to regulations under the Mining Act 1978 provided that the Minister for Mines may waive any requirement for lodgment of exploration data in respect of areas within the mining lease;

- (b) on an annual basis, a report on iron ore reserves within the mining lease (using the scheme recommended by the Australasian Institute of Mining and Metallurgy and the Australian Mining Industry Council or future equivalent) together with a list of any geotechnical, metallurgical, geochemical and geophysical investigations carried out during the year and, if requested by the Department, details of any of those investigations;
  - (c) reports on drilling operations and drill holes where the main purpose of the drilling was to discover or define future iron ore reserves on the mining lease and, if requested by the Department, reports on drilling done within blocks of proven iron ore for the purpose of mine planning.
- (12) Notwithstanding the provisions of this clause and the Mining Act 1978 with the approval of the Minister the Company may from time to time (with abatement of future rent in respect to the area surrendered but without any abatement of rent already paid or any rent which has become due and has been paid in advance) surrender to the State all or any portion or portions of the mining lease.
- (13) The Company in accordance with approved proposals may without payment of royalty obtain stone sand clay and gravel from the mining lease for the construction of works (and the maintenance thereof) for the purposes of this Agreement and from the land shown coloured blue on the said plan marked



"E" for the construction of the railway over that land.

- (14) (a) Notwithstanding anything contained or implied in this Agreement or in the mining lease or the Mining Act 1978 mining tenements may subject to the provisions of this clause be granted to or registered in favour of persons other than the Company under the Mining Act 1978 in respect of the areas subject to the mining lease unless the Minister for Mines determines that such grant or registration is likely unduly to prejudice or interfere with the current or prospective operations of the Company hereunder with respect to iron ore assuming the taking by the Company of reasonable steps to avoid the prejudice or interference or is likely unduly to reduce the quantity of economically extractable iron ore available to the Company.
- (b) A mining tenement granted or registered as a result of this Clause shall not confer any right to mine or otherwise obtain rights to iron ore on the tenement.
- (c) (i) In respect of any application for a mining tenement made under the Mining Act 1978 in respect of an area the subject of the mining lease the Minister for Mines shall consult with the Minister and the Company with respect to the significance of iron ore deposits in, on or under the

land the subject of the application and any effect the grant of a mining tenement pursuant to such application might have on the current or prospective iron ore operations of the Company under this Agreement.

- (ii) Where the Minister for Mines, after taking into account any matters raised by the Minister or the Company determines that the grant or registration of the application is likely to have the effect on the operations of the Company or the iron ore referred to in paragraph (a) of this subclause, he shall, by notice served on the Warden to whom the application was made, refuse the application.
  
- (iii) Before making a determination pursuant to subparagraph (ii) of this paragraph the Minister for Mines may request the Warden to hear the application and any objections thereto and as soon as practicable after the hearing of the application to report to the Minister for Mines on the application and the objections and the effect on the current or prospective operations of the Company or the quantity of economically extractable iron ore that a grant of the application might have.

- (d) (i) Except as provided in paragraph (c) of this subclause a Warden shall not hear or otherwise deal with an application for a mining tenement in respect of an area the subject of the mining lease unless and until the Minister for Mines has notified him that it is not intended to refuse the application pursuant to paragraph (c) of this subclause. Following such advice to the Warden the application shall be disposed of under and in accordance with the Mining Act 1978 save that where the Warden has heard the application and objections thereto pursuant to paragraph (c) of this subclause, the application may be dealt with by the Warden without further hearing.
- (ii) The Company may exercise in respect of any application heard by the Warden any right that it may have under the Mining Act 1978 to object to the granting of the application.
- (iii) Any mining tenement granted pursuant to such application shall, in addition to any covenants and conditions that may be prescribed or imposed, be granted subject to such conditions as the Minister for Mines may

determine having regard to the matters the subject of the consultations with the Minister and the Company pursuant to paragraph (c)(i) of this subclause and any matters raised by the Company before the Warden.

- (e) (i) On the grant of any mining tenement pursuant to an application to which this subclause applies the land the subject thereof shall thereupon be deemed excised from the mining lease (with abatement of future rent in respect of the area excised but without any abatement of rent already paid or of rent which has become due and has not been paid in advance).
- (ii) On the expiration or sooner determination of any such mining tenement or, if that tenement is a prospecting licence or exploration licence and a substitute tenement is granted in respect thereof pursuant to an application made under section 49 or section 67 of the Mining Act 1978, then on the expiration or sooner determination of the substitute title the land the subject of such mining tenement or substitute title as the case may be shall thereupon be deemed to be part of the land in the mining lease (with appropriate adjustment of rental) and

shall be subject to the terms  
and conditions of the mining  
lease and this Agreement.

(15) (a) In this subclause -

"further processing" means the production of products, other than iron ore concentrates, from iron ore and includes the production of iron or steel, metallised agglomeration, sintering, pelletisation or other comparable changes in the physical character of iron ore;

"iron ore concentrates" means products resulting from the concentration or other beneficiation of iron ore, other than by crushing or screening, and includes thermal electrostatic magnetic and gravity processing, but excludes the production of iron or steel, metallised agglomeration, sintering, pelletisation or other comparable changes in the physical character of iron ore.

(b) The Company shall from time to time renew the investigations already commenced by it as to the technical and economic feasibility of establishing within the said State a plant or plants for the production of iron ore concentrates and for further processing.

(c) The Company shall not later than ten (10) years after the first transport of iron ore from the mining lease or such earlier time as the Company has transported or sold a total of one hundred and fifty

million (150,000,000) tons of iron ore from the mining lease submit to the Minister detailed proposals for the establishment of the said plant or plants of such design and dimensions that will have the capacity to process into iron ore concentrates annually -

- (i) iron ore of a tonnage not less than twenty per cent (20%) of the average of the transports or sales of iron ore from the mining lease during the five (5) years immediately preceding the date of the submission of the said proposals; or
- (ii) two million (2,000,000) tons of iron ore

whichever is the greater.

- (d) The plant or plants to be established by the Company pursuant to paragraph (c) of this subclause shall commence operation not later than two (2) years after the date of the submission of the said proposals referred to in paragraph (c) hereof and shall continue in operation until the Company provide new or expanded plant or plants pursuant to the provisions of this subclause.
- (e) The Company shall not later than twenty (20) years after the first transport of iron ore from the mining lease or such earlier time as the Company has transported or sold a total of three hundred million (300,000,000) tons of iron

ore submit to the Minister detailed proposals for the expansion of the said plant or plants or the establishment of a new plant of such design and dimensions that will have the capacity (inclusive of the existing capacity provided under paragraph (c) of this subclause to process into iron ore concentrates annually -

- (i) iron ore of a tonnage not less than twenty per cent (20%) of the average of the transports or sales of iron ore by the Company during the five (5) years immediately preceding the date of the submission of the said proposals; or
- (ii) four million (4,000,000) tons of iron ore

whichever is the greater.

- (f) The plant or plants expanded or established by the Company pursuant to paragraph (e) of this subclause shall commence operation not later than two (2) years after the date of the submission of the said proposals referred to in paragraph (e) of this subclause and shall continue in operation until the Company provides new or expanded plant or plants pursuant to the provisions of this clause.
- (g) The Company shall not later than thirty (30) years after the first transport of iron ore from the mining lease or such earlier time as the Company have transported or

sold a total of four hundred and fifty million (450,000,000) tons of iron ore submit to the Minister detailed proposals for the expansion of the said plant or plants or the establishment of a new plant of such design and dimensions that will have the capacity (inclusive of the existing capacity provided under paragraphs (c) and (e) of this subclause to process into iron ore concentrates annually -

- (i) iron ore of a tonnage not less than twenty per cent (20%) of the average of the transports or sales of iron ore by the Company during the five (5) years immediately preceding the date of the submission of the said proposals; or
- (ii) six million (6,000,000) tons of iron ore

whichever is the greater.

- (h) The plant or plants expanded or established by the Company pursuant to paragraph (g) of this subclause shall commence operation not later than two (2) years after the date of the submission of the said proposals referred to in paragraph (g) of this subclause hereof and shall be operated by the Company until the expiration or sooner determination of this Agreement.
- (i) If the detailed proposals referred to in this subclause are submitted by the Company to the Minister within the times mentioned the Minister



shall in each case within two (2) months of the receipt thereof give to the Company notice either of his approval of the said proposals or of any objections he has or alterations he desires thereto. In the latter case the Minister shall afford the Company an opportunity to consult with and to submit new or further proposals to him and if within thirty (30) days after receipt of such notice agreement is not reached as to the said proposals the Company may within a further period of thirty (30) days by notice to the State elect to refer to arbitration as hereinafter provided any question as to the reasonableness of the Minister's decision. If by the award on the arbitration the question is decided in favour of the Company the Minister shall be deemed to have approved of the said proposals as submitted by the Company.

- (j) The Company shall implement the decision of the Minister or an award made on an arbitration as the case may be in accordance with the terms thereof.
  
- (k) In the event that the Company undertake further processing at any of the said plants referred to in this clause, the Minister may after consultation with the Company make such reductions to the capacity requirements of any plant specified in paragraphs (c), (e) and (g) of this subclause as he considers appropriate having regard to the extent to which such further processing provides benefits to the

State in terms of capital investment employment and utilisation of the iron ore resource within the mining lease by the Company.

(l) References in this subclause to iron ore do not include manganiferous ore and manganese ore.

(m) The provisions of clause 23 hereof shall apply to the performance of the Company's obligations under this subclause with the following amendments-

(i) the insertion after "sell ore" of the following -

"or iron ore concentrates and products of further processing";

(ii) the insertion after "economic conditions" of the following -

"or factors due to action taken by or on behalf of any government or governmental authority (other than the State or any authority of the State)".

(n) The provisions of clause 11(l) hereof relating to a default by the Company in the due performance or observance of its covenants or obligations to the State shall not apply to the covenants and obligations of the Company under this subclause and in lieu thereof the following provisions shall apply -

If the Company shall make default in the due performance or observance of any of the covenants or obligations to the State in this subclause on its part to be performed or observed and shall fail to remedy that default within reasonable time after notice specifying the default is given to it by the State then the State may by notice to the Company determine the mining lease and the rights of the Company thereunder and under any lease (except any lease of the railway to be constructed by the Company over portion of the land shown coloured blue on the said plan marked "E") licence easement or right granted in respect of or for the purposes of the Company's activities on the mining lease PROVIDED THAT if the State gives the Company a notice specifying a default on the part of the Company and the Company promptly refers to arbitration the question whether such alleged default has taken place then if upon the arbitration it is decided that the Company has made such default but that there has been a bona fide dispute and that the Company has not been dilatory in pursuing the arbitration then neither the mining lease nor any of the rights hereinbefore referred to may be determined unless and until a reasonable time fixed by the award upon the arbitration as the time within which the Company must remedy such default has elapsed without such default having been remedied."

## (15) Clause 11 -

- (a) in paragraph (a), by deleting "clause 7 hereof" and substituting the following-

"this Agreement";

- (b) in paragraph (b)(ii), by inserting after "mineral lease" the following -

"or the mining lease";

- (c) in paragraph (d)(i), by inserting after "mineral lease" the following -

", the mining lease".

- (d) in paragraph (g), by inserting after "mineral lease" the following -

", the mining lease";

- (e) in paragraph (i), by inserting after "Act" the following -

"1904";

- (f) in paragraph (k) -

- (i) by inserting after "therewith" the following -

"and except as to any part upon which there stands any improvements that are used in connection with a commercial undertaking not directly related to the mining of iron ore"; and

- (ii) by inserting after "rate" the following -

"PROVIDED THAT nothing in this paragraph shall prevent the Company making the election provided for by section 533B of the Local Government Act, 1960";

- (g) in paragraph (l) by inserting after "clause 9(1)(a)" the following -

"and the entire mining lease as permitted under clause 10K".

(16) Clause 20A -

- (a) by inserting after "Act", in the first place where it occurs, the following -

"1904";

- (b) by inserting after "thereunder" the following -

", of regulations 77 and 110 made under the Mining Act 1978";

- (c) by deleting "1904;" and substituting the following -

"1904 or the Mining Act 1978."

(17) Clause 20C(1) -

by inserting after "mineral lease" the following -

"or the mining lease".

(18) Clause 21 -

by inserting after "mineral lease" the following -

"and the mining lease".

- (19) by inserting after the Schedule a second schedule as follows -

"  
THE SECOND SCHEDULE  
WESTERN AUSTRALIA  
MINING ACT 1978  
IRON ORE (HAMERSLEY RANGE)  
AGREEMENT ACT 1963  
MINING LEASE

## MINING LEASE NO.

The Minister for Mines a corporation sole established by the Mining Act 1978 with power to grant leases of land for the purposes of mining in consideration of the rents hereinafter reserved and of the covenants on the part of the Lessee described in the First Schedule to this lease and of the conditions hereinafter contained and pursuant to the Mining Act 1978 (except as otherwise provided by the Agreement (hereinafter called "the Agreement") described in the Second Schedule to this lease) hereby leases to the Lessee the land more particularly delineated and described in the Third Schedule to this lease for iron ore subject however to the exceptions and reservations set out in the Fourth Schedule to this lease and to any other exceptions and reservations which subject to the Agreement are by the Mining Act 1978 and by any Act for the time being in force deemed to be contained herein to hold to the Lessee this lease for a term of twenty one (21) years commencing on the date set out in the Fifth Schedule to this lease (subject to the sooner determination of the said term upon the cessation or determination of the Agreement) upon and subject to such of the provisions of the Mining Act 1978 except as otherwise provided by the Agreement as are applicable to mining leases granted thereunder and to the terms covenants and conditions set out in the Agreement and to the covenants and conditions herein contained or implied and any further conditions or stipulations set out in the Sixth Schedule to this lease the Lessee paying therefor the rents and royalties as provided in the Agreement with the right during the currency of the Agreement and in accordance with the provisions of the Agreement to take two successive renewals of the term each for a further period of 21 years upon the same terms and conditions subject to the sooner determination of the term upon cessation or determination of the Agreement PROVIDED ALWAYS that this lease shall not be determined or forfeited otherwise than in accordance with the Agreement.

In this lease -

"Lessee" includes the successors and permitted assigns of the Lessee.

If the Lessee be more than one the liability of the Lessee hereunder shall be joint and several.

*Iron Ore (Hamersley Range) Agreement  
Amendment Act 1992*

[No. 42

Reference to an Act includes all amendments to that Act for the time being in force and also any Act passed in substitution therefor or in lieu thereof and to the regulations and by-laws for the time being in force thereunder.

FIRST SCHEDULE

HAMERSLEY IRON PTY. LIMITED ACN 004 558 276 a company incorporated in Victoria and having its principal office in the State of Western Australia at 191 St. George's Terrace, Perth.

SECOND SCHEDULE

The Agreement (as amended from time to time) made between the State of Western Australia and HAMERSLEY IRON PTY. LIMITED and ratified by the Iron Ore (Hamersley Range) Agreement Act 1963.

THIRD SCHEDULE

(Description of land:)

Locality:

Mineral Field:                      Area, etc.:

Being the land delineated on Survey Diagram No.                      and  
recorded in the Department of Mines, Perth.

FOURTH SCHEDULE

All petroleum as defined in the Petroleum Act 1967 on or below the surface of the land the subject of this lease is reserved to the Crown in right of the State of Western Australia with the right of the Crown in right of the State of Western Australia and any person lawfully claiming thereunder or otherwise authorised to do so to have access to the land the subject of this lease for the purpose of searching for and for the operations of obtaining petroleum (as so defined) in any part of the land.

FIFTH SCHEDULE

(Date of commencement of the lease).





- (ii) by deleting "lease" and substituting the following -

"lease and as the Minister may approve.  
Notwithstanding the Mining Act 1978 -

- (i) the Company may with the prior approval of the Minister for Mines apply from time to time for general purpose leases for the purposes of its operations under this Agreement in respect of areas of land greater than the maximum area provided for under that Act;
- (ii) where land applied for by the Company as a general purpose lease, miscellaneous licence or mining lease under this paragraph is vacant Crown land or land held by the Company under a pastoral lease, the application may be dealt with and granted by the Minister for Mines as if the land applied for was land that had been exempted from the provisions of Part IV of the Mining Act 1978 pursuant to section 19 of that Act."
6. The amendments effected to clause 11(k) of the Principal Agreement by clause 4(15)(f) of this Agreement (and also applicable to the Paraburdoo Agreement by virtue of clause 8 of that Agreement) shall have effect, and shall be deemed to have had effect, from and after the 1st day of July, 1991.
7. The State shall exempt from any stamp duty which but for the operation of this Clause would or might be assessed and chargeable on the release and surrender by Hamersley Resources Limited of rights of occupancy referred to in clause 10K(1) of the Principal Agreement inserted by clause 4(14) of this Agreement.

IN WITNESS WHEREOF these presents have been executed the day  
and year first hereinbefore written.

SIGNED by the said )  
**THE HONOURABLE CARMEN** ) **CARMEN LAWRENCE**  
**MARY LAWRENCE** in the )  
presence of: )

**I. TAYLOR**  
**MINISTER FOR STATE DEVELOPMENT**

THE COMMON SEAL of )  
**HAMERSLEY IRON PTY.** )  
**LIMITED** was hereunto affixed )  
by authority of the Directors )  
in the presence of: )

Director **I. J. WILLIAMS**

Secretary **G. B. BABON**