



**Queensland
Government**

Department of Resources

NATIVE TITLE PROTECTION CONDITIONS

**CONDITIONS TO SATISFY REQUIREMENTS OF
EXPEDITED PROCEDURE
S.237 NATIVE TITLE ACT 1993 (Cth)**

Version 9 – July 2022

TABLE OF CONTENTS

1.	Interpretation	3
2.	Conditions - General	3
3.	Provision of Information by Explorer to Notified Native Title Parties.....	4
4.	Meeting with Notified Native Title Parties	6
5.	Field Inspection	8
6.	Inspection Report	11
7.	Monitoring	13
8.	Administrative Payment to Nominated Body.....	15
9.	Cultural Heritage Finds.....	15
10.	Cultural Heritage Awareness.....	17
11.	Nominated Body	18
12.	Change of Exploration Activities	19
13.	Transfer of Exploration Tenement.....	19
14.	Change of Native Title Parties	19
15.	Severability	19
16.	Notices	19
17.	Payments by Explorer Under Conditions	20
18.	Inability Notice	20
19.	Adjustment of Payments.....	21
	SCHEDULE 1 - DEFINITIONS	22
	SCHEDULE 2 - DRAFT/SAMPLE FORMS	28

1. Interpretation

- 1.1 In these **Conditions** unless the context otherwise requires or the contrary intention appears, Schedule 1 contains certain terms that will have the meanings assigned to them.
- 1.2 A reference to a person includes a reference to corporations and other entities recognised by law.
- 1.3 A reference to a statute, regulation, ordinance or local law will be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them.
- 1.4 In these **Conditions** the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the **Conditions**.
- 1.5 The singular includes the plural and vice versa.
- 1.6 Words importing one gender will include a reference to all other genders.
- 1.7 A covenant or agreement on the part of two or more persons will be deemed to bind them jointly and severally.
- 1.8 A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to these **Conditions** and includes any amendments to them made in accordance with these **Conditions**.
- 1.9 Where under or pursuant to these **Conditions** the day on or by which any act, matter or thing is to be done is not a **Business Day**, such an act, matter or thing may be done on the next proceeding **Business Day**.
- 1.10 A reference in these **Conditions** to the **Native Title Parties** includes all persons comprising the **Native Title Parties**.

2. Conditions - General

- 2.1 The Explorer must not carry out Exploration Activities in the area of the Exploration Tenement:
 - (a) if the **Exploration Activities** are likely to interfere directly with the carrying on of the community or social activities of the persons who are holders (disregarding any trust created under Division 6 of Part 2 of the **NTA**) of **Native Title** in relation to the land or waters concerned; and
 - (b) if the **Exploration Activities** are likely to interfere with areas or sites of particular significance, in accordance with their traditions, to the persons who are the holders (disregarding any trust created under Division 6 of Part 2 of the **NTA**) of the **Native Title** in relation to the land or waters concerned; and
 - (c) if the **Exploration Activities** are likely to involve major disturbance to any land or waters concerned or create rights whose exercise is likely to involve major disturbance to any land or waters concerned; and
 - (d) except in accordance with these **Conditions**.

3. **Provision of Information by Explorer to Notified Native Title Parties**

3.1 If the **Explorer** proposes to carry out **Exploration Activities** within a **Notification Area**, the **Explorer** must give a written notice ("**Exploration Activity Notice**") in accordance with clauses 3.2, 3.3, 3.4 and 3.5 before commencing any **Exploration Activities**.

3.2 An **Exploration Activity Notice** may only relate to proposed **Exploration Activities** in relation to the **Notification Area** for the period contained in the **Exploration Activity Notice**, where the proposed **Exploration Activities** must not be for a period exceeding 1 **Year**.

3.3 An **Exploration Activity Notice** must be given to the **Notified Native Title Parties**.

3.4 An **Exploration Activity Notice** must contain the following information:

(a) the name of the **Explorer**, and if the **Explorer** is not a person, the name and position of a contact person nominated by the **Explorer** ("**Explorer's Representative**");

(b) the:

(i) street address;

(ii) postal address;

(iii) telephone number; and

(iv) facsimile number and/or email address;

of the **Explorer** and the **Explorer's Representative** (if any);

(c) a topographical map which clearly shows:

(i) the area of the **Exploration Tenement**; and

(ii) the areas of the proposed **Exploration Activities** within the **Notification Area**;

(d) details of any landmarks or features from which the **Notification Area** can be located on the ground;

(e) 2 copies of such number of maps (either A4 or A3 size) at a scale of 1:10,000, or a scale otherwise suitable, to clearly indicate:

(f) the **Notification Area**;

(ii) the location of any proposed **Exploration Activities** involving **Ground Disturbance** in the **Notification Area**; and

(iii) other areas likely to be disturbed as a result of the **Exploration Activities** in the **Notification Area** including the extent of such areas;

(g) aerial photographs (if any are held by the **Explorer**) clearly showing:

(i) the area of the **Exploration Tenement**; and

- (ii) the Notification Area;
- (h) a detailed description of the **Explorer’s** program of works for the **Exploration Activities** the **Explorer** intends to undertake in the **Notification Area** (“**Program of Works**”) including:
 - (i) a description of the proposed types of **Exploration Activities** and their expected impact on the land, and, if **Exploration Activities** involving **Ground Disturbance** are proposed, a description of the type of machinery proposed to be used;
 - (ii) the proposed dates upon which each of the **Exploration Activities** are intended to occur;
 - (iii) the expected maximum duration of the proposed **Exploration Activities**;
 - (iv) whether existing roads or tracks will be used and if not, the proposed location and method of construction of any new roads or tracks, and the proposed dates on which the construction is to occur; and
 - (v) any other information reasonably necessary to enable the **Notified Native Title Parties** to understand the impact of the proposed **Exploration Activities** on the land and waters within the **Notification Area**;
- (i) state that the **Notified Native Title Parties** have 20 **Business Days** from the **Receipt Date** of the **Exploration Activity Notice** to respond to the **Exploration Activity Notice** in writing (“**Response Notice**”) by:
 - (i) requiring that a meeting be held between the **Explorer** and the **Notified Native Title Parties** to allow for a further exchange of information between the **Explorer** and the **Notified Native Title Parties** about the **Program of Works**; or
 - (ii) requiring the **Explorer** to arrange for a **Field Inspection** of all or part of the **Notification Area** the subject of a **Native Title Claim**, due to the nature of the proposed **Exploration Activities** in the **Notification Area**, and:
 - (A) nominating the members of the **Field Inspection Team** to conduct the **Field Inspection** as agents of the **Notified Native Title Parties**; and
 - (B) nominating whether an Anthropologist or Archaeologist is to be a member of the **Field Inspection Team**, and if so, nominating a reasonable hourly or daily rate for them to be paid for their services; or
 - (iii) requiring:
 - (A) that a meeting be held between the **Explorer** and the **Notified Native Title Parties** to allow for a further exchange of information between the **Explorer** and the **Notified Native Title Parties** about the **Program of Works**; and
 - (B) the **Explorer** to arrange for a **Field Inspection** of all or part of the **Notification Area** the subject of a **Native Title Claim** due to the nature

of the proposed **Exploration Activities** in the **Notification Area**, and:

- (1) nominating the members of the **Field Inspection Team** to conduct the **Field Inspection** as agents of the **Notified Native Title Parties**; and
 - (2) nominating whether an Anthropologist or Archaeologist is to be a member of the **Field Inspection Team**, and if so, nominating a reasonable hourly or daily rate for them to be paid for their services; or
- (iv) advising that the **Notified Native Title Parties** have no requirements in relation to the **Program of Works** in the **Exploration Activity Notice**; and
- (j) state that the **Notified Native Title Parties** may only issue 1 **Response Notice** for each **Native Title Claim** within a **Notification Area**.

3.5 If the **Explorer**:

- (a) does not receive a **Response Notice** from the **Notified Native Title Parties** within the time specified in clause 3.4(h), not due to a failure on the part of the **Explorer**; or
- (b) receives a **Response Notice** within the time specified in clause 3.4(h) advising that the **Notified Native Title Parties** have no requirements in relation to the **Program of Works** in the **Exploration Activity Notice**;

the **Explorer** may undertake the **Exploration Activities** in accordance with the **Program of Works** identified in the **Exploration Activity Notice**.

3.6 If:

- (a) the **Explorer** receives more than 1 **Response Notice** from the **Notified Native Title Parties** within the time specified in clause 3.4(h); and
- (b) the **Notified Native Title Parties** have not issued more than 1 **Response Notice** for each **Native Title Claim** within a **Notification Area** (“**Multiple Response Notices**”);

the **Explorer** must only comply with these Conditions in relation to each of the **Multiple Response Notices**.

4. Meeting with Notified Native Title Parties

4.1 If the **Explorer** receives a **Response Notice** from the **Notified Native Title Parties** within the time specified in clause 3.4(h) requiring a meeting between the **Explorer** and the **Notified Native Title Parties**, the **Explorer** must arrange for such meeting with the **Notified Native Title Parties** who issued the **Response Notice** to be held within 20 **Business Days** of the **Receipt Date** of the **Response Notice**:

- (a) at a time agreed by the **Explorer** and the **Notified Native Title Parties**; and
- (b) which may be conducted by telephone or video conferencing if agreed.

4.2 If the **Explorer** is unable to obtain the agreement of the **Notified Native Title Parties** to a time for a meeting in accordance with clause 4.1, the **Explorer** must give the **Notified**

Native Title Parties a written notice (“**Meeting Notice**”) advising that the meeting will be held:

- (a) on a specified date that is no earlier than 10 Business Days from the Receipt Date of the Meeting Notice; and
- (b) at a specified place that is:
 - (i) in the town or city where the **Mining Registrar** is located; or
 - (ii) in the town or city in which there is an office of the representative Aboriginal body for the area that includes the **Exploration Tenement**; and
- (c) at a specified time that is during the hours of 9:00am to 5:00pm on a **Business Day**.

4.3 If the **Notified Native Title Parties**:

- (a) do not attend a meeting scheduled by the **Explorer** in accordance with clause 4.1; or
- (b) do not attend a meeting scheduled by the **Explorer** in accordance with clause 4

not due to a failure on the part of the **Explorer**, the **Explorer** may undertake the **Exploration Activities** in accordance with the **Program of Works** identified in the **Exploration Activity Notice**.

4.4 Following a meeting held between the **Explorer** and the **Notified Native Title Parties** under clause 4.1 or 4.2 the **Explorer** must give the **Notified Native Title Parties** a written notice (“**Outcomes Notice**”):

- (a) stating that the **Notified Native Title Parties** have 5 **Business Days** from the **Receipt Date** of the **Outcomes Notice** to respond to the **Outcomes Notice** in writing (“**Outcomes Response Notice**”) by:
 - (i) requiring the **Explorer** to arrange for a **Field Inspection** of the **Inspection Zone** due to the nature of the proposed **Program of Works** in the **Inspection Zone**, and:
 - (A) nominating the members of the **Field Inspection Team** to conduct the **Field Inspection** as agents for the **Notified Native Title Parties**; and
 - (B) nominating whether an Anthropologist or Archaeologist is to be a member of the **Field Inspection Team**, and if so, nominating a reasonable hourly or daily rate for them to be paid for their services; or
 - (ii) advising that the **Notified Native Title Parties** have no requirements in relation to the **Program of Works** in the **Exploration Activity Notice**.

- 4.5 Clauses 4.4(a)(i) and (ii) do not apply where the **Explorer** receives a **Response Notice** from the **Notified Native Title Parties** within the time specified in clause 3.4(h) containing the requirements described in clause 3.4(iii).

Please note the following definition relevant to this clause:

“Field Inspection Team” means a team of people engaged to conduct a **Field Inspection** on behalf of the **Native Title Parties** which may include:

- (a) up to 8 inspectors nominated by the **Notified Native Title Parties**; and
- (b) an Anthropologist or an Archaeologist nominated by the **Notified Native Title Parties**.

- 4.6 If the **Explorer**:

- (a) does not receive an **Outcomes Response Notice** within the time specified in clause 4.4, not due to a failure on the part of the **Explorer**; or
- (b) receives an **Outcomes Response Notice** within the time specified in clause 4.4 advising that the **Notified Native Title Parties** have no requirements in relation to the **Exploration Activities** in the **Exploration Activity Notice**,

the **Explorer** may undertake the **Exploration Activities** in accordance with the **Program of Works** identified in the **Exploration Activity Notice**.

5. Field Inspection

Please note that amounts to be paid under this clause are to be adjusted under clause 19 each **Year**.

- 5.1 If:

- (a) the **Explorer** receives a **Response Notice** from the **Notified Native Title Parties** within the time specified in clause 3.4(h) advising:
 - (i) that the **Notified Native Title Parties** require a **Field Inspection** to be undertaken for the **Inspection Zone**, and:
 - (A) nominating the members of the **Field Inspection Team** to conduct the **Field Inspection** as agents of the **Notified Native Title Parties**; and
 - (B) nominating whether an Anthropologist or Archaeologist is to be a member of the **Field Inspection Team**, and if so, nominating a reasonable hourly or daily rate for them to be paid for their services; or
- (b) the **Explorer** receives an **Outcomes Response Notice** within the time specified in clause 4.4 advising that the **Notified Native Title Parties** require the **Explorer** to arrange for a **Field Inspection** of the **Inspection Zone**, and:
 - (A) nominating the members of the **Field Inspection Team** to conduct the **Field Inspection** as agents of the **Notified Native Title Parties**; and
 - (B) nominating whether an Anthropologist or Archaeologist is to be a member of the **Field Inspection Team**, and if so, nominating a reasonable hourly or daily rate for them to be paid for their services; and

- (c) the Exploration Activity Notice identifies Exploration Activities that are not Agreed Exploration Activities the Explorer must arrange for a Field Inspection to be conducted by a Field Inspection Team in the Inspection Zone;
- (d) in the circumstances described in 5.1(a) above, no later than 25 **Business Days** from the **Receipt Date** of the **Response Notice**; or
- (e) in the circumstances described in 5.1(b) above, within 25 **Business Days** of the **Receipt Date** of the **Outcomes Response Notice** or such longer period as agreed by the **Explorer** and the **Notified Native Title Parties**.

5.2 The **Explorer** acknowledges that the objectives of a **Field Inspection** include:

- (a) providing the **Field Inspection Team** with an opportunity to relate the details of the proposed **Program of Works** to their knowledge of the **Inspection Zone**;
- (b) providing the **Explorer** with an opportunity to explain the proposed **Program of Works** in the **Inspection Zone** and physically identify any areas within the **Inspection Zone** that will be subject to **Exploration Activities**;
- (c) providing the **Field Inspection Team** with an opportunity to identify the existence of any **Aboriginal Sites** or **Aboriginal Objects**; and
- (d) in the case of areas of the **Inspection Zone** that will be subject to **Ground Disturbance**, providing the **Field Inspection Team** with an opportunity to identify, inspect and conduct a cultural heritage inspection of the proposed location of:
 - (i) access roads and tracks;
 - (ii) drilling sites;
 - (iii) trench sites;
 - (iv) shaft sinking and adit driving sites;
 - (v) camp sites; and
 - (vi) any other areas that will be subject to **Ground Disturbance**.

5.3 The **Explorer** must arrange for the **Explorer's Inspection Representative** to accompany the **Field Inspection Team** during any **Field Inspection** at the **Explorer's** cost to provide assistance to the **Field Inspection Team** including:

- (a) fixing of GPS co-ordinates; and
- (b) provision of information about the **Explorer's** proposed **Exploration Activities** in the **Inspection Zone** and physically identify any areas within the **Inspection Zone** that will be subject to **Exploration Activities**.

5.4 Notwithstanding clause 5.3, the **Explorer's Inspection Representative** must withdraw to allow the **Field Inspection Team** to have confidential discussions relating to the **Field Inspection** if the **Field Inspection Team** makes such a request of the **Explorer's Inspection Representative**.

- 5.5 If:
- (a) the **Explorer** receives a **Response Notice** or **Outcomes Response Notice** from the **Notified Native Title Parties** in accordance with clause 5.1 nominating an Anthropologist or Archaeologist to be a member of the **Field Inspection Team**; and
 - (b) the **Explorer** agrees to pay the Anthropologist or Archaeologist but the **Explorer** does not agree with the hourly or daily rate for them to be paid for their services on the basis of the reasonableness of the amount.
- (“**Nomination Dispute**”) the **Explorer** must refer the **Nomination Dispute** to the **Land Court of Queensland** to decide the **Nomination Dispute**.
- 5.6 If the **Explorer** receives an invoice, or if a supply is a **Taxable Supply**, a **Tax Invoice**, the **Explorer** must pay the following costs (as relevant) in relation to a **Field Inspection** after the **Field Inspection Conclusion** to the **Nominated Body** for the **Notified Native Title Parties** within 20 **Business Days** of the date of the invoice or **Tax Invoice**:
- (a) inspectors included in the **Field Inspection Team**:
 - (i) \$533 (including any **GST**)¹ for each inspector (maximum of 4 inspectors) per **Inspection Day**; or
 - (ii) \$266.19 (including any **GST**)² for each inspector (maximum of 4 inspectors) per **Part Inspection Day**;
 - (b) Anthropologist or Archaeologist included in the **Field Inspection Team**:
 - (i) where the **Explorer** agreed to the amount nominated as a reasonable hourly or daily rate for them to be paid for their services in a **Response Notice** or **Outcomes Response Notice**; or
 - (ii) where the Land Court of Queensland determines a **Nomination Dispute**:
 - (A) a reasonable amount (including any **GST**) agreed by the **Explorer** and the **Notified Native Title Party**; or
 - (B) the amount determined by the **Land Court of Queensland** when deciding a **Nomination Dispute**.
- 5.7 The **Explorer** must obtain and provide the following in relation to each **Field Inspection** at the **Explorer**'s cost:
- (a) transportation for all members of the **Field Inspection Team** within the **Claim Area** for the **Notified Native Title Parties** during the period reasonably necessary to conduct and complete the **Field Inspection**; and
 - (b) meals and accommodation for all members of the **Field Inspection Team** during the period reasonably necessary to conduct and complete the **Field Inspection**; and
 - (c) all necessary permits, authorities and notices to landowners for the **Field Inspection Team** to conduct the **Field Inspection**.

¹ New baseline as at 1 July 2022. Original amount was \$300 and has accrued CPI annually since 2004.

² New baseline as at 1 July 2022. Original amount was \$150 and has accrued CPI annually since 2004.

5.8 If a **Field Inspection Team** does not conduct a **Field Inspection** within the time specified in clause 5.1, not due to a failure on the part of the **Explorer**, the **Explorer** may undertake the **Exploration Activities** in accordance with the **Program of Works** identified in the **Exploration Activity Notice**.

6. Inspection Report

6.1 Within 5 **Business Days** of the **Field Inspection Conclusion**, the **Explorer** must give the **Notified Native Title Parties** a written notice (“**Field Inspection Notice**”):

- (a) advising the **Notified Native Title Parties** that they must provide a written report to the **Explorer** (“**Inspection Report**”) in relation to the **Field Inspection** within:
 - (i) 20 **Business Days** of the **Field Inspection Conclusion**; or
 - (ii) such longer period following the **Field Inspection Conclusion** as nominated by the **Explorer**;
- (b) advising the **Notified Native Title Parties** that the **Inspection Report** must contain at least the following information (if relevant):
 - (i) recommendations indicating whether the **Inspection Zone** contains a proposed **Exclusion Zone** and maps and the GPS coordinates for the location and boundary of any **Exclusion Zone**;
 - (ii) recommendations for site protection measures and management of any proposed **Exclusion Zone**;
 - (iii) recommendations for conducting the **Program of Works** in a way that minimises impact on the **Inspection Zone** and avoids any proposed **Exclusion Zone**;
 - (iv) if the **Exploration Activities** are not **Agreed Exploration Activities**, recommendations for any **Monitoring** by **Monitors** of the **Program of Works** in the **Inspection Zone**;
- (c) stating that the **Explorer** acknowledges that information contained in the **Inspection Report** may be confidential in nature; and
- (d) advising the **Notified Native Title Parties** that the **Inspection Report** must contain a warranty from the author(s) of the **Inspection Report** in favour of the **Explorer** that all requisite:
 - (i) licences;
 - (ii) consents; and
 - (iii) other authoritieshave been obtained in favour of the **Explorer** to allow the **Explorer** to lawfully:
 - (iv) use and copy the **Inspection Report** and the information contained in the **Inspection Report** for the purpose of these **Conditions**; and
 - (v) copy and distribute the **Inspection Report** to any transferee of the **Explorer**.

6.2 If the **Explorer** does not receive an **Inspection Report** from the **Notified Native Title Parties** within the time specified in the **Field Inspection Notice**, not due to a failure on the part of the **Explorer**, the **Explorer** may undertake the **Exploration Activities** in accordance with the **Program of Works** identified in the **Exploration Activity Notice**.

6.3 If:

- (a) the **Explorer** receives an **Inspection Report** from the **Notified Native Title Parties** within the time specified in the **Field Inspection Notice**; and
- (b) there are no recommendations contained in the **Inspection Report**;

the **Explorer** may undertake the **Exploration Activities** in accordance with the **Program of Works** identified in the **Exploration Activity Notice**.

6.4 If:

- (a) the **Explorer** receives an **Inspection Report** from the **Native Title Parties** within the time specified in the **Field Inspection Notice**; and
- (b) there are recommendations contained in the **Inspection Report**; and
- (c) the **Explorer** intends to comply with all the recommendations contained in the **Inspection Report**; and
- (d) the **Explorer** modifies the proposed **Program of Works** identified in the **Exploration Activity Notice** to comply with the recommendations in the **Inspection Report**; and
- (e) the **Explorer** prepares a modified **Program of Works** for the Proposed **Exploration Activities** identified in the **Exploration Activity Notice** (“**Modified Exploration Activities**”) to comply with the recommendations in the **Inspection Report**; and
- (f) the **Explorer** provides a copy of the modified **Program of Works** prepared in accordance with clause 6.4(e) to the **Native Title Parties** before commencing the **Modified Exploration Activities**;

the **Explorer** may undertake the **Modified Exploration Activities** identified in the modified **Program of Works** provided to the **Notified Native Title Parties** in accordance with clause 6.4(f).

6.5 If:

- (a) the **Explorer** receives an **Inspection Report** from the **Notified Native Title Parties** within the time specified in the **Field Inspection Notice**; and
- (b) there are recommendations contained in the **Inspection Report**; and
- (c) the **Explorer** does not intend to comply with all the recommendations contained in the **Inspection Report** on the basis of the reasonableness of the recommendations (“**Recommendations Dispute**”);

then the **Explorer** must:

- (d) within 5 **Business Days** after the **Receipt Date** of the **Inspection Report** give a written notice to the **Notified Native Title Parties** (“**Recommendations Objection Notice**”) providing full details of the **Recommendations Dispute**; and
 - (e) take reasonable steps within 10 **Business Days** after the **Receipt Date** of the **Recommendations Objection Notice** to attempt to resolve the **Recommendations Dispute** with the **Notified Native Title Parties**.
- 6.6 If the **Explorer** is unable to resolve a **Recommendations Dispute** in accordance with clause 6.5, not due to a failure on the part of the **Explorer**, the **Explorer** must refer the **Recommendations Dispute** to the **Land Court of Queensland** to decide the **Recommendations Dispute**.
- 6.7 If the **Land Court of Queensland** makes a decision in relation to the **Recommendations Dispute** following referral to the **Land Court of Queensland** under clause 6.6, the **Explorer** may undertake the **Exploration Activities** in accordance with the **Program of Works** as modified by the decision of the **Land Court of Queensland** in relation to the **Recommendations Dispute**.
- 6.8 If:
- (a) the **Explorer** is able to resolve a **Recommendations Dispute** with the **Notified Native Title Parties** in accordance with clause 6.5(e); and
 - (b) the **Explorer** modifies the proposed **Exploration Activities** identified in the **Exploration Activity Notice** to comply with the agreed resolution of the **Recommendations Dispute**; and
 - (c) the **Explorer** prepares a modified **Program of Works** for the proposed **Exploration Activities** identified in the **Exploration Activity Notice** (“**Modified Exploration Activities**”) to comply with the agreed resolution of the **Recommendations Dispute**; and
 - (d) the **Explorer** provides a copy of the modified **Program of Works** prepared in accordance with clause 6.8(c) to the **Notified Native Title Parties** before commencing the **Modified Exploration Activities**;

The **Explorer** may undertake the **Modified Exploration Activities** identified in the modified **Program of Works** provided to the **Notified Native Title Parties** in accordance with clause (c).

7. Monitoring

Please note that amounts to be paid under this clause are to be adjusted under clause 19 each Year .

- 7.1 If:
- (a) the **Explorer** receives an **Inspection Report** from the **Notified Native Title Parties** within the time specified in the notice given by the **Explorer** under clause 6.1(a); and
 - (b) the **Exploration Activities** in the **Inspection Zone** identified in the **Exploration Activity Notice**:

- (i) are not **Agreed Exploration Activities**; and
 - (ii) involve **Ground Disturbance**; and
- (c) the **Exploration Activities** in the **Inspection Zone** involve **Ground Disturbance** at:
- (i) an **Aboriginal Site** identified in an **Inspection Report**; or
 - (ii) at the location of an **Aboriginal Object** identified in an **Inspection Report**; and
- (d) the **Ground Disturbance** in the **Inspection Zone** is to a depth that might reasonably be anticipated to reveal an **Aboriginal Object**; and
- (e) the **Inspection Report** contains recommendations for **Monitoring** by **Monitors** of the **Exploration Activities** in the **Inspection Zone** including proposals for the dates of the **Monitoring** of the **Exploration Activities**;

the **Explorer** must pay for the costs of **Monitoring** by **Monitors** in accordance with clause 7.4.

7.2 The **Explorer** must provide **Monitors** with access to the **Inspection Zone** during **Exploration Activities**:

- (a) in accordance with the recommendations in the **Inspection Report** referred to in clause 7.1(e); and
- (b) at other times in addition to the dates and times referred to in clause 7.1(e) subject to:
 - (i) a reasonable exclusion of **Monitors** due to occupational health and safety hazards as determined by the **Explorer**; and
 - (ii) subject to any **Safety Rules**.

7.3 The **Explorer** will not be responsible for the costs of **Monitoring** that are not contained in an **Inspection Report**.

7.4 If the **Explorer** receives an invoice, or if a supply is a **Taxable Supply**, a **Tax Invoice**, subject to clause 7.6 the **Explorer** must pay the following costs (as relevant) in relation to **Monitoring** after the **Monitoring Conclusion** to the **Nominated Body** for the **Notified Native Title Parties** within 20 **Business Days** of the date of the invoice or **Tax Invoice**:

- (a) **Monitors**:
 - (i) \$533 (including any **GST**)³ for each Monitor per **Monitoring Day**; and
 - (ii) \$266.19(including any **GST**)⁴ for each Monitor per **Part Monitoring Day**.

7.5 The **Explorer** must obtain and provide the following in relation to each instance of **Monitoring** at the **Explorer**'s cost:

- (a) transportation for the **Monitors** within the **Claim Area** during the period reasonably

³ New baseline as at 1 July 2022. Original amount was \$300 and has accrued CPI annually since 2004.

⁴ New baseline as at 1 July 2022. Original amount was \$150 and has accrued CPI annually since 2004.

necessary to conduct and complete the **Monitoring** in the **Inspection Zone**; and

- (b) meals and accommodation for the **Monitors** during the period reasonably necessary to conduct and complete the **Monitoring** in the **Inspection Zone**.

7.6 Notwithstanding clause 7.4, the **Explorer** must only pay for the cost of:

- (a) 1 Monitor per **Ground Breaking Machine** engaged in **Exploration Activities** involving **Ground Disturbance** in the **Inspection Zone** except where a **Ground Breaking Machine** is following directly in the path of another **Ground Breaking Machine** engaged in the **Exploration Activities** involving **Ground Disturbance**; and
- (b) **Monitoring** while the **Ground Disturbance** in the **Inspection Zone** is to a depth that might reasonably be anticipated to reveal an **Aboriginal Object**.

8. Administrative Payment to Nominated Body

Please note that amounts to be paid under this clause are to be adjusted under clause 19 each **Year**.

8.1 If the **Explorer** receives an invoice, or if a supply is a **Taxable Supply**, a **Tax Invoice**, the **Explorer** must pay the sum of \$1506.75 each (including any **GST**)⁵ **Exploration Tenement Year** to be distributed equally between each **Nominated Body** for each **Native Title Claim** (“**Administrative Payment**”).

8.2 Where more than 1 **Nominated Body** exists for the **Exploration Tenement**, the \$1506.75 to be paid under clause 8.1 must be distributed equally by the **Explorer** between each **Nominated Body**.

8.3 The first **Administrative Payment** under clause 8.1 must be made no later than 10 **Business Days** after the **Receipt Date** of:

- (a) the **Nominated Body Response Notice**; or
- (b) the invoice or **Tax Invoice**;

whichever is later.

8.4 The second and subsequent **Administrative Payments** under clause 8.1 must be paid on the anniversary of:

- (a) the date of the first **Administrative Payment**; or
- (b) the invoice or **Tax Invoice**;

whichever is later, in each subsequent **Year**

9. Cultural Heritage Finds

9.1 If the **Explorer** finds a **Cultural Heritage Find** while conducting **Exploration Activities** the **Explorer** must:

- (a) subject to clause 9 take all reasonable steps to preserve and protect the **Cultural**

⁵ New baseline as at 1 July 2022. Original amount was \$850 and has accrued CPI annually since 2004.

Heritage Find from further damage when undertaking **Exploration Activities** in the vicinity of the **Cultural Heritage Find**; and

- (b) no later than 2 **Business Days** after finding the **Cultural Heritage Find** give written notice of the **Cultural Heritage Find** (“**Cultural Heritage Notice**”) to the **Native Title Parties**.

9.2 A **Cultural Heritage Notice** must:

- (a) contain a description of the **Cultural Heritage Find**; and
- (b) state that the **Native Title Parties** have 5 **Business Days** from the **Receipt Date** of the **Cultural Heritage Notice** to advise the **Explorer** in writing (“**Cultural Heritage Response Notice**”) of:
 - (i) the name; and
 - (ii) the contact details;

of 1 representative of the **Native Title Parties** that will inspect the **Cultural Heritage Find** with the **Explorer** (“**Cultural Heritage Find Representative**”).

9.3 If the **Explorer** does not receive a **Cultural Heritage Response Notice** within the time specified in clause 9.2(b), not due to a failure on the part of the **Explorer**, the **Explorer** may proceed to undertake **Exploration Activities** in the vicinity of the **Cultural Heritage Find**:

- (a) subject to the *Aboriginal Cultural Heritage Act 2003* (Qld) or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld), as appropriate; and
- (b) subject to these **Conditions**.

9.4 If the **Explorer** receives a **Cultural Heritage Response Notice** within the time specified in clause 9.2(b) the **Explorer** must meet with the **Cultural Heritage Find Representative** within 5 **Business Days** of the **Receipt Date** of the **Cultural Heritage Response Notice** and attempt to agree upon a mutually acceptable way of dealing with the **Cultural Heritage Find**.

9.5 If the **Cultural Heritage Find Representative** does not meet with the **Explorer** within the time specified in clause 9.4, not due to a failure on the part of the **Explorer**, the **Explorer** may proceed to undertake **Exploration Activities** in the vicinity of the **Cultural Heritage Find**:

- (a) subject to the *Aboriginal Cultural Heritage Act 2003* (Qld) or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld), as appropriate; and
- (b) subject to these **Conditions**.

9.6 If:

- (a) the **Explorer** and the **Cultural Heritage Find Representative** meet within the time specified in clause 9.4; and
- (b) the **Explorer** and the **Cultural Heritage Find Representative** are able to agree upon a mutually acceptable way of dealing with the **Cultural Heritage Find**; and

- (c) the **Explorer** modifies the proposed **Exploration Activities** identified in the **Exploration Activity Notice** to comply with the agreed resolution to deal with the **Cultural Heritage Find**; and
- (d) the **Explorer** prepares a modified **Program of Works** for the proposed **Exploration Activities** in the **Exploration Activity Notice** (“**Modified Exploration Activities**”) to comply with the agreed resolution to deal with the **Cultural Heritage Find**; and
- (e) the **Explorer** provides a copy of the modified **Program of Works** prepared in accordance with clause 9.6(d) to the **Native Title Parties** before commencing the **Modified Exploration Activities**;

the **Explorer** may undertake the **Modified Exploration Activities** identified in the modified **Program of Works** provided to the **Native Title Parties** in accordance with clause 9.6(e).

- 9.7 If the **Explorer** and the **Cultural Heritage Find Representative** are unable to agree upon a mutually acceptable way to deal with the **Cultural Heritage Find** in accordance with clause 9.4 (“**Cultural Heritage Find Dispute**”), not due to a failure on the part of the **Explorer**, the **Explorer** must refer the **Cultural Heritage Find Dispute** to the **Land Court of Queensland** to decide the **Cultural Heritage Find Dispute**.
- 9.8 If the **Land Court of Queensland** makes a decision in relation to a **Cultural Heritage Find Dispute** following referral to the **Land Court of Queensland** under clause 9.7 where the **Land Court of Queensland** makes a decision in relation to the way to deal with the **Cultural Heritage Find**, the **Explorer** may undertake the **Exploration Activities** in accordance with the **Program of Works** identified in the **Exploration Activity Notice** as modified by the decision of the **Land Court of Queensland**.
- 9.9 If the **Land Court of Queensland** makes a decision in relation to a **Cultural Heritage Find Dispute** following referral to the **Land Court of Queensland** under clause 9.7 where the **Land Court of Queensland** decides that the **Exploration Activities** cannot occur, the **Explorer** must not undertake the **Exploration Activities**.

10. Cultural Heritage Awareness

- 10.1 Before the **Explorer** undertakes **Exploration Activities** in accordance with these **Conditions**, the **Explorer** must use best endeavours to ensure that all persons who perform **Exploration Activities** on behalf of the **Explorer** are given appropriate information for the purposes of:
 - (a) promoting knowledge, understanding of and respect for the traditions and culture of the **Native Title Parties**;
 - (b) creating familiarity with the obligations of the **Explorer** under these **Conditions**;
 - (c) creating familiarity with the obligations of the **Explorer** under relevant **State** or **Commonwealth Law** regarding cultural heritage; and
 - (d) fostering good relations with the **Native Title Parties**.
- 10.2 The **Explorer** must consult with the **Native Title Parties** about the nature and content of the information referred to in clause 10.1 and invite the **Native Title Parties** to formulate and direct the presentation of the information.

- 10.3 If the **Explorer** does not comply with clauses 10.1, 10.1(d) or 10.2 it will not constitute a breach of these **Conditions**.
- 11. Nominated Body**
- 11.1 Within 7 **Business Days** from the grant of the **Exploration Tenement** the **Explorer** must give the **Native Title Parties** a written notice (“**Nominated Body Notice**”) stating:
- (a) that the **Native Title Parties** must give the **Explorer** a written notice (“**Nominated Body Response Notice**”):
 - (i) signed by each of the **Native Title Parties**;
 - (ii) identifying the **Nominated Body** for each **Native Title Claim**; and
 - (iii) providing a contact address for that **Nominated Body**; and
 - (b) that if the **Native Title Parties** do not give the **Explorer** a **Nominated Body Response Notice** the **Explorer** is not required to pay any amount under these **Conditions** to the **Nominated Body** for that **Native Title Claim** until a **Nominated Body Response Notice** is given to the **Explorer**.
- 11.2 Notwithstanding any other provision in these **Conditions** an **Explorer** is not required to pay any amount under these **Conditions** to a **Nominated Body** unless the **Explorer** has received:
- (a) a **Nominated Body Response Notice**:
 - (i) signed by each **Native Title Parties**;
 - (ii) identifying the **Nominated Body**; and
 - (iii) providing a contact address for the **Nominated Body**; and
 - (b) an invoice, or if a supply is a **Taxable Supply**, a **Tax Invoice**.
- 11.3 If any time during the **Exploration Tenement** the **Explorer** receives a written notice (“**Change of Nominated Body Notice**”):
- (a) after the **Explorer** has received a **Nominated Body Response Notice**;
 - (b) signed by each **Native Title Parties**;
 - (c) identifying the **Nominated Body**; and
 - (d) providing a contact address for the **Nominated Body**;
- the **Nominated Body** identified in the **Change of Nominated Body Notice** last received by the **Explorer** becomes the **Nominated Body** for the purpose of these **Conditions**.
- 11.4 For the purpose of clauses 11.1(a)(i), 11.2(a) and 11.3(b) if the **Explorer** receives a **Nominated Body Response Notice** signed by a person with the apparent authority to sign on behalf of a **Native Title Party**, the **Explorer** will be entitled to treat that signature as the signature of the **Native Title Party** for the purpose of these **Conditions**.

12. Change of Exploration Activities

- 12.1 If the **Explorer** proposes to make an application to the **State** for an amendment of an **Environmental Authority** the **Explorer** must give the **Native Title Parties** a written notice (“**Amendment Notice**”) at least 5 **Business Days** before lodging such application with the **State**.
- 12.2 An **Amendment Notice** must contain a detailed description of the proposed amendment of:
- (a) the **Exploration Activities**; and
 - (b) the **Environmental Authority**.

13. Transfer of Exploration Tenement

- 13.1 If the **Explorer** makes an application to the **State** to transfer the **Exploration Tenement**, the **Explorer** must give the **Native Title Parties** a written notice (“**Transfer Notice**”) at the time of lodging such application with the **State**.
- 13.2 A **Transfer Notice** must contain:
- (a) the name of the proposed transferee; and
 - (b) the address of the proposed transferee.

14. Change of Native Title Parties

If a person becomes a **Registered Native Title Claimant** because the person replaces a **Native Title Party** as a **Registered Native Title Claimant** for a **Native Title Claim**, that person also replaces that **Native Title Party** as a **Native Title Party** under these **Conditions**.

15. Severability

If anything in these **Conditions** is unenforceable, illegal or void, then it is severed and the rest of these **Conditions** remain in force.

16. Notices

- 16.1 Notices under these **Conditions** may be delivered by hand, by registered mail, by facsimile or email to the addresses specified in clause 16.4 or any substitute address as may have been notified in writing by the relevant addressee from time to time.
- 16.2 Subject to clause 16.3, for the purpose of these **Conditions**, notice will be deemed to be received:
- (a) 2 **Business Days** after deposit in the mail by the sender with correct postage prepaid;
 - (b) when delivered by hand from the sender; or
 - (c) if sent by facsimile transmission or email, upon an apparently successful complete transmission being noted by the sender's facsimile machine or email prior to close of business at 5.00pm. Facsimile or email transmissions received after 5.00pm will be deemed to be received at the start of the next **Business Day**;

as the case may be (“**Receipt Date**”).

- 16.3 For the purpose of these **Conditions**, a notice will be deemed to be received by the **Explorer**:
- (a) **2 Business Days** after deposit in the mail by the sender with correct postage prepaid;
 - (b) when delivered to the **Explorer** by hand from the sender; or
 - (c) if sent by facsimile transmission or email, upon an apparently successful complete transmission being noted by the sender's facsimile machine or email prior to close of business at 5.00pm. Facsimile transmissions or emails received after 5.00pm will be deemed to be received at the start of the next **Business Day**;

as the case may be (“**Receipt Date**”)

17. Payments by Explorer Under Conditions

- 17.1 If the **Explorer** makes any payment to any person under these **Conditions**, the **Explorer** must provide a copy of any invoice, or if a supply is a **Taxable Supply**, any **Tax Invoice** in relation to such payment to the State to accompany the exploration reports lodged by the **Explorer** under s.141(1)(f) of the **MRA**.

18. Inability Notice

- 18.1 If an **Explorer** receives a written notice from the **Notified Native Title Parties** stating that the **Notified Native Title Parties** are unable to meet their obligations contained in a notice given by the **Explorer** due to:

- (a) a condition or occurrence of weather (for example, storm, cyclone, flood, fire); or
- (b) a ceremonial or cultural activity according to Aboriginal tradition;

which inhibits their ability to meet those obligations (“**Inability Notice**”) the **Explorer** may give the **Notified Native Title Parties** a written notice (“**Inability Response Notice**”) stating a reasonable alternative date for the **Notified Native Title Parties** to meet those obligations.

- 18.2 If the **Explorer** does not give the **Notified Native Title Parties** an **Inability Response Notice** on the basis of the reasonableness of the inability to meet their obligations contained in a notice (“**Inability Dispute**”) the **Explorer** must refer the **Inability Dispute** to the **Land Court of Queensland** to decide the **Inability Dispute**.
- 18.3 If the **Land Court of Queensland** makes a decision in relation to an **Inability Dispute** following referral to the **Land Court of Queensland** under clause 18.2 where the **Land Court of Queensland** decides upon an alternative date for the **Notified Native Title Parties** to meet their obligations, the **Explorer** must give the **Notified Native Title Parties** time until that alternative date to meet those obligations.

19. Adjustment of Payments

The amounts payable by the **Explorer** under:

- (a) clause 5; and
- (b) clause 7; and
- (c) clause 8;

will be adjusted on 1 July each **Year** in accordance with the following formula:

$$\text{New Amount} = \frac{A \times C2}{C1}$$

where:

- A: is the amount payable on 30 June for the **Year** for which it is being calculated;
- C1: is the **CPI** index number on 30 June for the **Year** under review;
- C2: is the **CPI** on 30 June for the **Year** last concluded before the **Year** under review.

SCHEDULE 1 DEFINITIONS

In these **Conditions**, unless the context otherwise requires or the contrary intention appears, the following terms shall have the meanings assigned to them -

"**Aboriginal Site**" means a site or area of land (whether above or below the earth's surface, underwater or otherwise) or of water that is of cultural significance to the **Native Title Parties** according to their traditional law and custom, including an Aboriginal archaeological or historical site that is registered or declared as being significant to Aboriginal people or of significance to Aboriginal tradition under a law of the Commonwealth or State.

"**Aboriginal Object**" means an object (including human skeletal remains or any Aboriginal archaeological or historical object) of significance to the **Native Title Parties** in accordance with their traditional laws and customs.

"**Administrative Payment**" has the meaning in clause 8.1.

"**Agreed Exploration Activities**" means activities that are not subject to a **Field Inspection** or **Monitoring** in accordance with these **Conditions**, and includes:

- (a) aerial surveys;

Examples –

geological, geophysical, photogrammetric and topographic aerial surveys.

- (b) geological and surveying field work that does not involve clearing;

Examples –

- flagging of sites and sample locations
- geological reconnaissance and field mapping
- surveying.

- (c) sampling by hand methods;

Examples –

- grab sampling
- mine tailings and mine mullock sampling
- panning and sieving
- rock chip sampling
- stream sediment sampling (disturbed and undisturbed samples)
- soil sampling (disturbed and undisturbed samples)
- water sampling.

- (d) ground-based geophysical surveys that do not involve clearing;

Examples –

- potential-field methods of surveying, including, for example, gravity, magnetic and radiometric surveys
- electrical methods of surveying, including, for example, electromagnetic, ground

penetrating radar, induced polarization and resistivity surveys

- seismic methods of surveying, including, for example, hammer', refraction and vibration-sourced surveys.
- (e) drilling and activities associated with drilling that occur on land that has previously been the subject of clearing;
- (f) environmental field work that does not involve clearing

Examples –

- cultural heritage, environmental and geobotanical surveys
- environmental monitoring.

For the purpose of this definition:

“**clearing**” means:

- (i) The removal of vegetation by disturbing the root systems and exposing underlying soil, including broad acre clearing for cultivation paddocks, crops, plantations or improved pasture; or
- (ii) Disturbance by machinery to dig below the topsoil horizon, including for the preparation of a drill site or the making of access roads.

“**Amendment Notice**” has the meaning in clause 12.1.

“**Business Day**” means a day other than a Saturday, Sunday or a public holiday for the **State**.

“**Change of Nominated Body Notice**” has the meaning in clause 11.3.

“**Claim Area**” means the area of non-exclusive land and waters claimed under a **Native Title Claim**.

“**Conditions**” means the conditions contained in this document and any schedules to this document made under s.141AA and s.194AAA of the **MRA**.

“**CPI**” means the all groups consumer price index for the City of Brisbane as determined by the Australian Bureau of Statistics or other authority or instrumentality which publishes the index, or any replacement measure.

“**Cultural Heritage Find**” means an **Aboriginal Object** or an artefact or other evidence of indigenous occupation that is likely to be an Aboriginal Object.

“**Cultural Heritage Find Dispute**” has the meaning in clause 9.7.

“**Cultural Heritage Find Representative**” has the meaning in clause 9.2(b).

“**Cultural Heritage Notice**” has the meaning in clause 9.1(b).

“**Cultural Heritage Response Notice**” has the meaning in clause 9.2(b).

“**Environmental Authority**” has the meaning in the *Environmental Protection Act 1994*.

“**Exclusion Zone**” means:

- (a) an area that is registered or declared as being significant to Aboriginal people or of significance to Aboriginal tradition under a **Law** of the Commonwealth or **State**; or
- (b) an area identified in an **Inspection Report** in which an **Aboriginal Object** or an **Aboriginal Site** is located and where it is agreed or otherwise determined under these **Conditions** that no **Exploration Activities** are to occur.

“**Exploration Activities**” means activities that may be conducted under the **Exploration Tenement**.

“**Exploration Activity Notice**” has the meaning in clause 3.

“**Exploration Permit**” has the meaning in the **MRA**.

“**Exploration Tenement**” means an **Exploration Permit** or **Mineral Development Licence**.

“**Exploration Tenement Year**” means the **Year** commencing on the date of the grant of the **Exploration Tenement** in each **Year**.

“**Explorer**” means the holder of the **Exploration Tenement**.

“**Explorer’s Inspection Representative**” means a person nominated by the **Explorer** to assist a **Field Inspection Team** in the conduct of a **Field Inspection**.

“**Explorer’s Representative**” has the meaning in clause 3.4(a).

“**Field Inspection**” means a visual inspection to identify any **Aboriginal Sites** or **Aboriginal Objects** conducted in accordance with clause 5.

“**Field Inspection Conclusion**” means the date the **Field Inspection Team** ceases to undertake activities in relation to a **Field Inspection** in an **Inspection Zone**.

“**Field Inspection Notice**” has the meaning in clause 6.1.

“**Field Inspection Team**” means a team of people engaged to conduct a **Field Inspection** on behalf of the **Nominated Native Title Parties** which may include:

- (a) up to 8 inspectors nominated by the **Notified Native Title Parties**; and
- (b) an Anthropologist or an Archaeologist nominated by the **Notified Native Title Parties**.

“**Ground Breaking Machine**” means a machine that breaks the topsoil or surface rock including but not limited to a bulldozer, end loader, excavator, backhoe, rotary hoe, drill or ditch digger.

“**Ground Disturbance**” means disturbance by machinery of the topsoil or surface rock layer of the ground.

“**GST**” has the meaning given in the **GST Law**.

“**GST Law**” includes the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), order, regulation or ruling which imposes or purports to impose or otherwise deals with the administration or imposition of **GST** on a supply of goods or services in Australia.

“**Inability Dispute**” has the meaning in clause 18.2.

“**Inability Notice**” has the meaning in clause 18.1.

“**Inability Response Notice**” has the meaning in clause 18.1.

“**Inspection Day**” means a day where a **Field Inspection Team** work to carry out **Field Inspection** activities for more than 3 hours (including travel within the **Claim Area**).

“**Inspection Report**” means the written report produced following a **Field Inspection** complying with the requirements of clause 6.

“**Inspection Zone**” means that part of the **Notification Area** that is within the **Claim Area**.

“**Land Court**” means the **Land Court of Queensland**.

“**Law**” includes all statutes, regulations and local laws.

“**Meeting Notice**” has the meaning in clause 4.2.

“**Mineral Development Licence**” has the meaning in the **MRA**.

“**Mining Registrar**” has the meaning in the **MRA**.

“**Modified Exploration Activities**” has the meaning in clause 6.4(e) and 6.8(c) and 9.6(d).

“**Monitor**” means a person engaged by a **Nominated Body** to undertake **Monitoring**.

“**Monitoring**” means the observation of **Ground Disturbance** to identify a potential **Cultural Heritage Find**.

“**Monitoring Conclusion**” means the date that **Monitors** cease to undertake activities in relation to **Monitoring** in an **Inspection Zone**.

“**Monitoring Day**” means a day where a **Monitor** works to carry out **Monitoring** activities for more than 3 hours (including travel within the **Claim Area**).

“**MRA**” means the *Mineral Resources Act 1989 (Qld)*.

“**Multiple Response Notices**” has the meaning in clause 3.6.

“**Native Title**” has the meaning in the **NTA**.

“**Native Title Claim**” means

- (a) native title determination application [**registered claims at 4 months after the notification day (see s.29(4) of the NTA) in relation to the tenement**] or;
- (b) native title determination [**native title determinations at 4months after the notification day (see s.29(4) of the NTA) in relation to the tenement**]

“**Native Title Parties**” means:

- (a) **registered native title body corporate; or**
- (b) **registered native title claimant; or**

(c) **person being a determined holder of native title**

for the **Native Title Claim** 4 months after the notification day (see s.29(4) of the NTA) in relation to the tenement].

“**Nominated Body**” means:

- (a) a person; or
- (b) an association incorporated in accordance with the *Associations Incorporation Act 1981 (Qld)*; or
- (c) a corporation incorporated in accordance with the *Corporations Act 2001 (Cth)*; or
- (d) an Aboriginal corporation incorporated in accordance with the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*; or
- (e) the trustee of a trust;

nominated by the **Native Title Parties** and identified to the **Explorer** in accordance with clause 11.1(a) or clause 11.3.

“**Nominated Body Notice**” has the meaning in clause 11.1.

“**Nominated Body Response Notice**” has the meaning in clause 11.1.

“**Notification Area**” in relation to a particular **Exploration Activity Notice**, means the area(s) of the proposed **Exploration Activities** within the **Exploration Tenement**.

“**Notified Native Title Parties**” means each **Native Title Party** for each **Native Title Claim** within a **Notification Area**.

“**NTA**” means the *Native Title Act 1993 (Cth)*.

“**Outcomes Notice**” has the meaning in clause 4.4.

“**Outcomes Response Notice**” has the meaning in clause 4.4.

“**Part Inspection Day**” means a day where a **Field Inspection Team** work to carry out **Field Inspection** activities for up to 3 hours (including travel within the **Claim Area**).

“**Part Monitoring Day**” means a day where a **Monitor** works to carry out **Monitoring** activities for up to 3 hours (including travel within the **Claim Area**).

“**Program of Works**” has the meaning in clause 3.4(g).

“**Receipt Date**” has the meaning in clauses 16.2 and 16.3.

“**Recommendations Dispute**” has the meaning in clause 6.5.

“**Recommendations Objection Notice**” has the meaning in clause 6.5.

“**Registered Native Title Claimant**” has the meaning in the NTA.

“**Response Notice**” has the meaning in clause 3.4(i).

"**Safety Rules**" means –

- (a) any rules that are reasonably specified from time to time by the **Explorer**; and
- (b) any requirements under any **Law**

for the purpose of establishing and maintaining safe operating conditions in connection with the **Exploration Tenement**.

"**State**" means the State of Queensland.

"**Taxable Supply**" has the meaning given in the **GST Law**.

"**Tax Invoice**" means a document that constitutes a tax invoice under the **GST Law**.

"**Year**" means a calendar **Year**.

SCHEDULE 2
DRAFT/SAMPLE FORMS

Adjustment of Payments under the Native Title Protection Conditions

Clause 19 – Adjustment of Payments

Payments are adjusted on 1 July each year

Inspectors and Monitors/Day

Financial Year	Clause	A	C1	C2	Amount as at 1 July
2022/2023	5.6(a)(i) 7.4(a)(i)	\$520.00	Indexation on 1 July 2022 – 2.5%	Indexation on 1 July 2021 – 1.70%	\$533.00
2021/2022	5.6(a)(i) 7.4(a)(i)	\$511.00	Indexation on 1 July 2021 – 1.70%	Indexation on 1 July 2020 – 1.80%	\$520.00
2020/2021	5.6(a)(i) 7.4(a)(i)	\$502.00	Indexation on 1 July 2020 – 1.80%	Indexation on 1 July 2019 – 2.25%	\$511.00
2019/2020	5.6(a)(i) 7.4(a)(i)	\$491.10	Indexation on 1 July 2019 – 2.25%	Indexation on 1 July 2018 – 3.5%	\$502.00
2018/2019	5.6(a)(i) 7.4(a)(i)	\$474.50	Indexation on 1 July 2018 – 3.5%	Indexation on 1 July 2017 – 3.5%	\$491.10
2017/2018	5.6(a)(i) 7.4(a)(i)	\$458.50	Indexation on 1 July 2017 – 3.5%	Indexation on 1 July 2016 – 3.5%	\$474.50
2016/2017	5.6(a)(i) 7.4(a)(i)	\$443.00	Indexation on 1 July 2016 – 3.5%	Indexation on 1 July 2015 – 3.48%	\$458.50
2015/2016	5.6(a)(i) 7.4(a)(i)	\$428.10	Indexation on 1 July 2015 – 3.48%	Indexation on 1 July 2014 – 3.48%	\$443.00
2014/2015	5.6(a)(i) 7.4(a)(i)	\$413.70	Indexation on 1 July 2014 – 3.48%	Indexation on 1 July 2013 – 3.48%	\$428.10
2013/2014	5.6(a)(i) 7.4(a)(i)	\$399.80	Indexation on 1 July 2013 – 3.48%	Indexation on 23 July 2012 – 3.5%	\$413.70
2012/2013	5.6(a)(i) 7.4(a)(i)	\$386.35	Indexation on 23 July 2012 – 3.5%	CPI on 30 June 2011 184.1	\$399.80
2011/2012	5.6(a)(i) 7.4(a)(i)	\$375.10	CPI on 30 June 2011 184.1	CPI on 30 June 2010 177.3	\$389.49
2010/2011	5.6(a)(i) 7.4(a)(i)	\$363.47	CPI on 30 June 2010 177.3	CPI on 30 June 2009 171.8	\$375.10
2009/2010	5.6(a)(i) 7.4(a)(i)	\$356.28	CPI on 30 June 2009 171.8	CPI on 30 June 2008 168.4	\$363.47
2008/2009	5.6(a)(i) 7.4(a)(i)	\$338.93	CPI on 30 June 2008 168.4	CPI on 30 June 2007 160.2	\$356.28
2007/2008	5.6(a)(i) 7.4(a)(i)	\$330.47	CPI on 30 June 2007 160.2	CPI on 30 June 2006 156.2	\$338.93
2006/2007	5.6(a)(i) 7.4(a)(i)	\$317.35	CPI on 30 June 2006 156.2	CPI on 30 June 2005 150	\$330.47
2005/2006	5.6(a)(i) 7.4(a)(i)	\$309.52	CPI on 30 June 2005 150	CPI on 30 June 2004 146.3	\$317.35
2004/2005	5.6(a)(i) 7.4(a)(i)	\$300.00	CPI on 30 June 2004 146.3	CPI on 30 June 2003 141.8	\$309.52
2003/2004	5.6(a)(i) 7.4(a)(i)	\$300.00			\$300.00

Inspectors and Monitors/Half Day

Financial Year	Clause	A	C1	C2	Amount as at 1 July
2022/2023	5.6(a)(i) 7.4(a)(i)	\$259.70	Indexation on 1 July 2022 – 1.70%	Indexation on 1 July 2021 – 1.70%	\$266.19
2021/2022	5.6(a)(i) 7.4(a)(i)	\$255.40	Indexation on 1 July 2021 – 1.70%	Indexation on 1 July 2020 – 1.80%	\$259.70
2020/2021	5.6(a)(i) 7.4(a)(i)	\$250.90	Indexation on 1 July 2020 – 1.80%	Indexation on 1 July 2019 – 2.25%	\$255.40
2019/2020	5.6(a)(i) 7.4(a)(i)	\$245.40	Indexation on 1 July 2019 – 2.25%	Indexation on 1 July 2018 – 3.5%	\$250.90
2018/2019	5.6(a)(i) 7.4(a)(i)	\$237.10	Indexation on 1 July 2018 – 3.5%	Indexation on 1 July 2017 – 3.5%	\$245.40
2017/2018	5.6(a)(i) 7.4(a)(i)	\$229.10	Indexation on 1 July 2017 – 3.5%	Indexation on 1 July 2016 – 3.47%	\$237.10
2016/2017	5.6(a)(i) 7.4(a)(i)	\$221.40	Indexation on 1 July 2016 – 3.47%	Indexation on 1 July 2015 – 3.46%	\$229.10
2015/2016	5.6(a)(i) 7.4(a)(i)	\$214.00	Indexation on 1 July 2015 – 3.46%	Indexation on 1 July 2014 – 3.48%	\$221.40
2014/2015	5.6(a)(i) 7.4(a)(i)	\$206.80	Indexation on 1 July 2014 – 3.48%	Indexation on 1 July 2013 – 3.45%	\$214.00
2013/2014	5.6(a)(i) 7.4(a)(i)	\$199.90	Indexation on 1 July 2013 – 3.45%	Indexation on 23 July 2012 – 3.5%	\$206.80
2012/2013	5.6(a)(i) 7.4(a)(i)	\$193.15	Indexation on 23 July 2012 – 3.5%	CPI on 30 June 2011 184.1	\$199.90
2011/2012	5.6(a)(i) 7.4(a)(i)	\$187.50	CPI on 30 June 2011 184.1	CPI on 30 June 2010 177.3	\$194.69
2010/2011	5.6(a)(i) 7.4(a)(i)	\$181.73	CPI on 30 June 2010 177.3	CPI on 30 June 2009 171.8	\$187.50
2009/2010	5.6(a)(i) 7.4(a)(i)	\$178.14	CPI on 30 June 2009 171.8	CPI on 30 June 2008 168.4	\$181.73
2008/2009	5.6(a)(i) 7.4(a)(i)	\$169.46	CPI on 30 June 2008 168.4	CPI on 30 June 2007 160.2	\$178.14
2007/2008	5.6(a)(i) 7.4(a)(i)	\$165.23	CPI on 30 June 2007 160.2	CPI on 30 June 2006 156.2	\$169.46
2006/2007	5.6(a)(i) 7.4(a)(i)	\$158.67	CPI on 30 June 2006 156.2	CPI on 30 June 2005 150	\$165.23
2005/2006	5.6(a)(i) 7.4(a)(i)	\$154.76	CPI on 30 June 2005 150	CPI on 30 June 2004 146.3	\$158.67
2004/2005	5.6(a)(i) 7.4(a)(i)	\$150.00	CPI on 30 June 2004 146.3	CPI on 30 June 2003 141.8	\$154.76
2003/2004	5.6(a)(i) 7.4(a)(i)	\$150.00			\$150.00

Annual Administration Fee

Financial Year	Clause	A	C1	C2	Amount as at 1 July
2022/2023	8.1	\$1470.00	Indexation on 1 July 2022 – 2.5%	Indexation on 1 July 2021 – 1.70%	\$1506.75
2021/2022	8.1	\$1445.00	Indexation on 1 July 2021 – 1.70%	Indexation on 1 July 2020 – 1.80%	\$1470.00
2020/2021	8.1	\$1419.00	Indexation on 1 July 2020 – 1.80%	Indexation on 1 July 2019 – 2.25%	\$1445.00
2019/2020	8.1	\$1388.00	Indexation on 1 July 2019 – 2.25%	Indexation on 1 July 2018 – 3.5%	\$1419.00
2018/2019	8.1	\$1341.00	Indexation on 1 July 2018 – 3.5%	Indexation on 1 July 2017 – 3.5%	\$1388.00
2017/2018	8.1	\$1,296.00	Indexation on 1 July 2017 – 3.5%	Indexation on 1 July 2016 – 3.43%	\$1,341.00
2016/2017	8.1	\$1,253.00	Indexation on 1 July 2016 – 3.43%	Indexation on 1 July 2015 – 3.47%	\$1,296.00
2015/2016	8.1	\$1,211.00	Indexation on 1 July 2015 – 3.47%	Indexation on 1 July 2014 – 3.42%	\$1,253.00
2014/2015	8.1	\$1,171.00	Indexation on 1 July 2014 – 3.42%	Indexation on 1 July 2013 – 3.45%	\$1,211.00
2013/2014	8.1	\$1,132.00	Indexation on 1 July 2013 – 3.45%	Indexation on 23 July 2012 – 3.5%	\$1,171.00
2012/2013	8.1	\$1,094.65	Indexation on 23 July 2012 – 3.5%	CPI on 30 June 2011 184.1	\$1,132.00
2011/2012	8.1	\$1,062.75	CPI on 30 June 2011 184.1	CPI on 30 June 2010 177.3	\$1,103.51
2010/2011	8.1	\$1,029.83	CPI on 30 June 2010 177.3	CPI on 30 June 2009 171.8	\$1,062.75
2009/2010	8.1	\$1,009.45	CPI on 30 June 2009 171.8	CPI on 30 June 2008 168.4	\$1,029.83
2008/2009	8.1	\$960.30	CPI on 30 June 2008 168.4	CPI on 30 June 2007 160.2	\$1,009.45
2007/2008	8.1	\$936.32	CPI on 30 June 2007 160.2	CPI on 30 June 2006 156.2	\$960.30
2006/2007	8.1	\$899.15	CPI on 30 June 2006 156.2	CPI on 30 June 2005 150	\$936.32
2005/2006	8.1	\$876.97	CPI on 30 June 2005 150	CPI on 30 June 2004 146.3	\$899.15
2004/2005	8.1	\$850.00	CPI on 30 June 2004 146.3	CPI on 30 June 2003 141.8	\$876.97
2003/2004	8.1	\$850.00			\$850.00

Formula is: New Amount = $\frac{A \times C1}{C2}$

A: is the amount payable on 30 June for the Year for which it is being calculated

C1: is the CPI index number or Indexation on 30 June for the Year under review

C2: is the CPI or Indexation on 30 June for the Year last concluded before the Year under review

“CPI” means the “all groups consumer price index for the City of Brisbane” as determined by the Bureau of Statistics or other authority or instrumentality which publishes the index, or any replacement measure.

“Year” means a calendar year

“Indexation” means the increase directed by Queensland Treasury