**Opt-Out Agreement**

Form 45(2)

*Version 1*



*Mineral and Energy Resources (Common Provisions) Act 2014* (Qld)

The *Mineral and Energy Resources (Common Provisions) Act 2014* (Qld) (“**Act**”) allows an Owner or Occupier of land (“**Landholder**”) to opt-out of entering into a Conduct and Compensation Agreement or a Deferral Agreement with a holder of a relevant Resource Authority (“**Resource Authority Holder**”).

This document is the Approved Form containing the prescribed requirements under section 22(2) of the Mineral and Energy Resources (Common Provisions) Regulation 2016 for an Opt-Out Agreement under section 45(2) of the Act.

The Landholder and Resource Authority Holder have agreed to enter into this Opt-Out Agreement (“**Agreement**”) in relation to the land referred to in Item 4 below (“**Land**”) and Resource Authority specified in this Agreement.

Unless otherwise defined in this Agreement, capitalised words and phrases have the meanings specified in the Act.

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| Item 1  Agreement date | [insert Agreement date]  If no date is inserted into this Agreement then the Agreement date will be the date that the last party to sign this Agreement does so. | | | | | | | | | | |
| Item 2  Landholder | Name: | [insert Landholder name] | | | | | | | | | |
| ACN / ABN  *(if applicable)*: | [insert ACN or ABN or delete if not applicable] | | | | | | | | | |
| Physical address: | [insert physical address] | | | | | | | | | |
| Suburb: | [insert suburb] | | | State: | | [insert state] | Postcode: | | | [insert postcode] |
| Postal address: | [insert postal address] | | | | | | | | | |
| Suburb: | [insert suburb] | | | State: | | [insert state] | Postcode: | | | [insert postcode] |
| Telephone: | [insert telephone number] | | Mobile: | [insert mobile number] | | | Facsimile: | | [insert facsimile number] | |
| Email: | [insert email address] | | | | | | | | | |
| Item 3  Resource Authority Holder | Name: | [insert Resource Authority Holder's name] | | | | | | | | | |
| ACN / ABN  *(if applicable)*: | [insert ACN or ABN or delete if not applicable] | | | | | | | | | |
| Physical address: | [insert physical address] | | | | | | | | | |
| Suburb: | [insert suburb] | | | State: | | [insert state] | Postcode: | | | [insert postcode] |
| Postal address: | [insert postal address] | | | | | | | | | |
| Suburb: | [insert suburb] | | | State: | | [insert state] | Postcode: | | | [insert postcode] |
| Telephone: | [insert telephone number] | | Mobile: | [insert mobile number] | | | Facsimile: | | | [insert facsimile number] |
| Email: | [insert email address] | | | | | | | | | |
| Item 4  Land | Lot: | Plan: | Title Ref: | | | Lot: | | | Plan: | Title Ref: | |
| [insert lot number] | [insert plan number] | [insert title reference number] | | | [insert lot number] | | | [insert plan number] | [insert title reference number] | |
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| ***Note:*** *if the Agreement is for part of the Land only, insert for example* ***“that part of the Land described below that is shown on the attached plan”*** *and attach a plan.* | | | | | | | | | | |
| Description: | [insert description] | | | | | | | | | |
| *Insert cross if applicable*  Plan attached | | | | | | | | | |
| Item 5  Resource Authority | [insert Resource Authority type and Resource Authority number] | | | | | | | | | | |
| Item 6  Prescribed Requirements | The Landholder has elected to opt-out of entering into a Conduct and Compensation Agreement or a Deferral Agreement pursuant to the Act with the Resource Authority Holder relating to the Land and Resource Authority.  This Agreement is subject to the following:   1. The Landholder acknowledges that: 2. the option to opt-out of the requirement to enter into a Conduct and Compensation Agreement or a Deferral Agreement is at the election of the Landholder; 3. the Resource Authority Holder has provided the Landholder with the Opt-Out Information Sheet and a copy of the Land Access Code, as currently published by the State of Queensland; 4. the Resource Authority Holder has informed the Landholder that the Landholder has a right to negotiate a Conduct and Compensation Agreement or a Deferral Agreement and that the Landholder is not obligated to enter into this Agreement; 5. the Landholder is aware of the consequences of foregoing additional prescribed requirements available under a Conduct and Compensation Agreement or a Deferral Agreement; 6. unless otherwise set out in this Agreement, any accounting, legal or valuation costs incurred in negotiating this Agreement are not recoverable from the Resource Authority Holder by the Landholder; and 7. the Resource Authority Holder has provided the Landholder with a written description of the proposed Authorised Activities to be carried out on the Landholder’s Land. 8. The Resource Authority Holder: 9. acknowledges that this Agreement does not absolve the Resource Authority Holder from any Compensation Liability to the Landholder as set out by the Act.; 10. has provided the Landholder with a written description of the proposed Authorised Activities to be carried out on the Landholder’s Land; 11. must lodge the appropriate information with the Registrar within 28 days of the date of this Agreement, to have the Agreement noted on the Relevant Register for the title(s) for the Land; and 12. cannot enter the Land to undertake Advanced Activities within 10 business days of a signed copy of this Agreement being given to the Landholder (“**Cooling-Off Period**”). A signed copy of this Agreement may be given to the Landholder by hand, or posted by pre-paid post or sent by facsimile transmission to the Landholder’s address set out in Item 2, such copy Agreement being deemed to have been given by the Resource Authority Holder and received by the Landholder:     1. where sent by pre-paid post – on the fifth day after the date of posting;     2. where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent; or     3. where hand delivered – on delivery,   but if the copy of this Agreement is taken to have been received on a day that is not a business day, or later than 5.00 pm on a business day, the communication is taken to have been received at 9.00 am on the next business day.   1. Both the Landholder and the Resource Authority Holder: 2. acknowledge that this Agreement is for the benefit of and binding upon the parties, their personal representatives and any successors and assigns of the parties. 3. will comply with the obligations set out in accordance with the Land Access Code from time to time in force; and 4. may, by giving written notice to the other party, unilaterally terminate this Agreement during the Cooling-Off Period. | | | | | | | | | | |
| Item 7  Additional provisions agreed by the parties | *(insert cross in applicable box – if a cross does not appear in either box, there will be no additional conditions relating to this Agreement)*  The parties do not have any additional conditions relating to this Agreement.  The parties agree the following conditions in relation to this Agreement.   1. [insert condition here] 2. [insert condition here]   *[Any additional conditions cannot conflict with the prescribed requirements of Item 6 of this Agreement or the Act.]* | | | | | | | | | | |
| Item 8  Term of the Agreement | Under section 45(4) of the Act this Agreement ends on the earlier of the following:   1. according to its terms; or 2. if the Resource Authority ends; or 3. if it is terminated within the Cooling–Off Period; or 4. if the parties enter into a Conduct and Compensation Agreement, a Deferral Agreement or another Opt-Out Agreement for the Land. | | | | | | | | | | |

This Agreement is subject to the laws and regulations of the State of Queensland.

**Executed as a Deed**

**Landholder(s) Signature**

**The Landholder acknowledges, having been provided with the opportunity to obtain independent legal advice in relation to the Landholder’s obligations and rights under this Agreement, that the Landholder either:**

1. **does not consider it necessary to obtain independent legal advice as the Landholder fully understands and accepts the terms of this Agreement; or**
2. **has obtained appropriate independent legal advice.**

**LANDHOLDER EXECUTION OPTIONS**

**Option 1: if the Landholder is an individual(s) \*\*Delete if inapplicable\*\* OR**

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| --- | --- | --- | --- |
| **Signed, sealed and delivered** by **the Landholder** in the presence of: |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Landholder |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Witness in full |  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Option 2: if the Landholder is a company \*\*Delete if inapplicable\*\* OR**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed sealed and delivered** by **the Landholder** in accordance with section 127 of the *Corporations Act* 2001 (Cth): |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Director/sole Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Director/sole Director in full  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Director/Secretary  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Director/Secretary in full  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Option 3: if the Landholder is another entity or is signed by a company representative as per s.126 Corporations Act 2001 (Cth) \*\*Delete if inapplicable\*\***

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| --- | --- | --- | --- |
| **Signed, sealed and delivered** for and on behalf of **the** **Landholder** by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a person duly authorised to act in that behalf in the presence of: |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Witness in full |  |  |  |

**RESOURCE AUTHORITY HOLDER EXECUTION OPTIONS**

**Option 1 - if the Resource Authority Holder is a company \*\*Delete if inapplicable\*\* OR**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed sealed and delivered** by **the Resource Authority Holder** in accordance with section 127 of the *Corporations Act* 2001 (Cth): |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Director/sole Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Director/sole Director in full  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Director/Secretary  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Director/Secretary in full  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Option 2 - if the Resource Authority Holder is another entity or is signed by a company representative as per s.126 Corporations Act 2001 (Cth) \*\*Delete if inapplicable\*\***

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed, sealed and delivered** for and on behalf of **the Resource Authority Holder** by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a person duly authorised to act in that behalf in the presence of: |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Witness in full |  |  |  |