



Western Australia

**Collie Hardwood Plantation Agreement
Act 1995**

Reprint 1: The Act as at 4 April 2003

Western Australia

Collie Hardwood Plantation Agreement Act 1995

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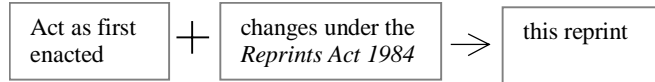
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Guide for using this reprint

What the reprint includes



Endnotes, Compilation table, and Table of provisions that have not come into operation

1. Details about the original Act are shown in the Compilation table in endnote 1, at the back of the reprint. The table also shows any previous reprint.
2. A table of provisions that have not come into operation, to be found in endnote 1a if it is needed, lists any provisions of the Act being reprinted that have not come into operation and any amendments that have not come into operation. The full text is set out in another endnote that is referred to in the table.

Notes amongst text (italicised and within square brackets)

Editorial notes show if something has been omitted under the *Reprints Act 1984* s. 7(4) (because, although still technically part of the text, it no longer has any effect).

The text of anything omitted can be found in an earlier reprint (if there is one) or the Act as passed.

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1. The reprint number (in the footer of each page of the document) shows how many times the Act has been reprinted. For example, numbering a reprint as "Reprint 3" would mean that the reprint was the 3rd reprint since the Act was passed. Reprint numbering was implemented as from 1 January 2003.
2. The information in the reprint is current on the date shown as the date as at which the Act is reprinted. That date is not the date when the reprint was published by the State Law Publisher and it is probably not the date when the most recent amendment had effect.

THE TEXT OF THE LEGISLATION FOLLOWS

Reprinted under the
Reprints Act 1984 as at
4 April 2003

Western Australia

Collie Hardwood Plantation Agreement Act 1995

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Reprinted under the
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4 April 2003

Western Australia

Collie Hardwood Plantation Agreement Act 1995

An Act to ratify, and authorise the implementation of, an agreement between the State and Hansol Australia Pty. Ltd. in relation to the establishment of large scale commercial hardwood plantations in the Collie region of the State.

1. Short title

This Act may be cited as the *Collie Hardwood Plantation Agreement Act 1995*¹.

2. Commencement

This Act comes into operation on the day on which it receives the Royal Assent¹.

3. Interpretation

In this Act, “**the Agreement**” means the Collie Hardwood Plantation Agreement, a copy of which is set out in Schedule 1, and includes that agreement as varied from time to time in accordance with its provisions.

4. Agreement ratified and implementation authorised

- (1) The Agreement is ratified.

s. 4

- (2) The implementation of the Agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Agreement operates and takes effect despite any other Act or law.

Schedule 1

[Section 3]

COLLIE HARDWOOD PLANTATION AGREEMENT

THIS AGREEMENT is made this 4th day of January 1994

B E T W E E N:

THE HONOURABLE RICHARD FAIRFAX COURT B. Com., 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

HANSOL AUSTRALIA PTY. LTD. ACN 061 693 856 a company
incorporated in the State of New South Wales and having its registered office at
Ernst and Young, Level 15, The Ernst and Young Building, 321 Kent Street,
Sydney, New South Wales (hereinafter called “the Company”) of the other part

WHEREAS:

- (a) The Company is desirous of establishing in the Collie region of Western Australia large scale commercial hardwood plantations for the purpose of producing pulpwood for export;
- (b) To this end timber sharefarming agreements as described in section 34B of the *Conservation and Land Management Act 1984* may be acquired by or will be entered into by the Executive Director of the Department of Conservation and Land Management (“the Executive Director”) as agent of the Company (“the Company’s timber sharefarming agreements”) pursuant to a deed of agency and indemnity entered into by the Executive Director and the Company (“the Deed of Agency and Indemnity”);
- (c) The State for the purposes of promoting development in the Collie region and of promoting Western Australian exports agrees to assist the Company upon and subject to the terms of this Agreement.

Schedule 1

NOW THIS AGREEMENT WITNESSES:

Introduction of Bill

1. 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 prior to 31st December 1994 or such later date as the parties hereto may agree.

Commencement and operation of agreement

2. The provisions of this Agreement other than this clause 2 shall not commence to operate until the Bill referred to in clause 1 has been passed by the Parliament of Western Australia and comes into operation as an Act.

Company operations

3. The Company in its operations in Western Australia shall comply with and observe the laws for the time being in force in Western Australia.

Undertakings by the State

4. During the term of this Agreement —
 - (a) The State shall not expropriate or confiscate from the Company timber standing or felled produced by or on behalf of the Company under the Company's timber sharefarming agreements or wood chips made from that timber;
 - (b) The State shall not impose, nor shall it permit or authorise any of its agencies or instrumentalities or any local or other authority of the State to impose discriminatory taxes rates or charges of any nature whatsoever on or in respect of the Company's timber sharefarming agreements the timber standing or felled produced thereunder or wood chips made from that timber;
 - (c) The State shall not discriminate against the Company in processing the Company's applications made in respect of its activities relating to the production of timber by or on behalf of the Company under the Company's timber sharefarming agreements or made in respect of the processing thereof into wood chips;

- (d) The State shall not impose restrictions which prevent the export by the Company of timber produced under the Company's timber sharefarming agreements;
- (e) Subject to relevant safety considerations the State shall not materially obstruct, nor shall it permit or authorise any of its agencies or instrumentalities or any local or other authority of the State materially to obstruct, the Company's operations in respect of the Company's timber sharefarming agreements or the transportation of the timber produced therefrom or processing for export or transportation of wood chips made from that timber; and
- (f) On request by the Company the State shall make representations to the Commonwealth or to the Commonwealth constituted agency authority or instrumentality concerned for the grant to the Company of any licence or consent under the laws of the Commonwealth necessary to enable or to permit the Company to export timber produced under the Company's timber sharefarming agreements; and
- (g) The State shall not cause the Executive Director to breach either the Deed of Agency and Indemnity or the Company's timber sharefarming agreements.

Variation

- 5. (1) The parties hereto may from time to time by agreement in writing add to substitute for cancel or vary all or any of the provisions of this Agreement for the purposes of more efficiently or satisfactorily implementing or facilitating any of the objects of this Agreement.
- (2) The Minister shall cause any agreement made pursuant to subclause (1) to be laid on the Table of each House of Parliament within twelve sitting days next following its execution.
- (3) Either House may, within twelve sitting days after the agreement has been laid before it, pass a resolution disallowing the agreement, but if after the last day on which the agreement might have been disallowed neither House has passed such a resolution, then the agreement shall have effect from and after that last day.

Schedule 1

Term of Agreement

6. This Agreement shall expire at such time as the Company ceases to have any rights or obligations under any of the Company's timber sharefarming agreements, or on 30 June 2030, whichever is earlier.

Applicable law

7. This Agreement shall be interpreted according to the law for the time being in force in the State of Western Australia and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of Western Australia and to courts hearing appeals from those courts.

EXECUTED by the parties.

SIGNED for and on behalf of the State)	
of Western Australia by THE)	
HONOURABLE RICHARD)	R. F. COURT
FAIRFAX COURT M.L.A. , Premier)	
in the presence of:)	

JANE LONGTON

Witness

197 ST GEORGES TERRACE

Address

PUBLIC SERVANT

Occupation

Schedule 1

THE COMMON SEAL of **HANSOL**)
AUSTRALIA PTY. LIMITED)
ACN 061 693 856 was hereunto affixed) C.S.
by authority of the Directors in the)
presence of:)

MYOUNG KEUM LYU

Director

D. H. LEE

Director/Secretary

Notes

¹ This is a reprint as at 4 April 2003 of the *Collie Hardwood Plantation Agreement Act 1995*. The following table contains information about that Act and any reprint.

Compilation table

Short title	Number and year	Assent	Commencement
<i>Collie Hardwood Plantation Agreement Act 1995</i>	47 of 1995	1 Nov 1995	1 Nov 1995 (see s. 2)

Reprint 1: The *Collie Hardwood Plantation Agreement Act 1995* as at 4 Apr 2003
