



Western Australia

# **Collie Hardwood Plantation Agreement Act 1995**

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As at 28 Jun 2010

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Western Australia

# **Collie Hardwood Plantation Agreement Act 1995**

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## **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*<sup>1</sup>.

**2. Commencement**

This Act comes into operation on the day on which it receives the Royal Assent<sup>1</sup>.

**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.
- (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**

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**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.

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;

**Schedule 1**

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- (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.



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**

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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

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Director

D. H. LEE

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Director/Secretary

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## Notes

- <sup>1</sup> This is a compilation of the *Collie Hardwood Plantation Agreement Act 1995* and includes the amendments made by the other written laws referred to in the following table <sup>1a</sup>. The table also contains information about 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)
<b>Reprint 1: The <i>Collie Hardwood Plantation Agreement Act 1995</i> as at 4 Apr 2003</b>			

- <sup>1a</sup> On the date as at which this compilation was prepared, provisions referred to in the following table had not come into operation and were therefore not included in this compilation. For the text of the provisions see the endnotes referred to in the table.

### Provisions that have not come into operation

Short title	Number and year	Assent	Commencement
<i>Standardisation of Formatting Act 2010</i> s. 4 <sup>2</sup>	19 of 2010	28 Jun 2010	To be proclaimed (see s. 2(b))

- <sup>2</sup> On the date as at which this compilation was prepared, the *Standardisation of Formatting Act 2010* s. 4 had not come into operation. It reads as follows:

**4. Schedule headings reformatted**

- (1) This section amends the Acts listed in the Table.
- (2) In each Schedule listed in the Table:
  - (a) if there is a title set out in the Table for the Schedule — after the identifier for the Schedule insert that title;
  - (b) if there is a shoulder note set out in the Table for the Schedule — at the end of the heading to the Schedule insert that shoulder note;
  - (c) reformat the heading to the Schedule, as amended by paragraphs (a) and (b) if applicable, so that it is in the current format.

**Collie Hardwood Plantation Agreement Act 1995**

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<b>Act</b>	<b>Identifier</b>	<b>Title</b>	<b>Shoulder note</b>
<i>Collie Hardwood Plantation Agreement Act 1995</i>	Schedule 1	Collie Hardwood Plantation Agreement	