



Western Australia

## **Paper Mill Agreement Act 1960**

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Western Australia

# Paper Mill Agreement Act 1960

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## Paper Mill Agreement Act 1960

**An Act to approve and ratify an Agreement relating to the establishment and working of a mill to produce paper and paper board, and to provide for carrying the Agreement into effect and for incidental and other purposes.**

**1. Short title**

This Act may be cited as the *Paper Mill Agreement Act 1960*<sup>1</sup>.

**2. Interpretation**

In this Act unless the context otherwise requires —

***Company*** means Australian Paper Manufacturers Limited and includes its successors and permitted assigns under the agreement;

***the agreement*** means the agreement, a copy of which is set forth in the Schedule;

***the State*** has the same meaning as that expression has in the agreement.

*[Section 2 amended: No. 19 of 2010 s. 25(2).]*

**3. Ratification and approval of agreement**

- (1) The agreement is by this Act ratified and approved.
- (2) Notwithstanding any other Act or law, the agreement shall be carried out and take effect as though its provisions had been expressly enacted in this Act.

**4. State's obligations not to be prejudiced**

Without prejudice to the operation of the other provisions of the agreement, nothing done by any person whether by or under any Act or otherwise shall, subject to the agreement, operate so as to prevent the State from fulfilling any of its obligations under clauses 5, 8, 12 and 15 of the agreement.

## Schedule — Paper Mill Agreement

[s. 2]

*[Heading inserted: No. 19 of 2010 s. 25(3).]*

THIS AGREEMENT under seal made the 27<sup>th</sup> day of July One thousand nine hundred and sixty BETWEEN THE HONOURABLE DAVID BRAND M.L.A. Premier and Treasurer of the State of Western Australia contracting for and on behalf of the said State and the Government and instrumentalities thereof from time to time (hereinafter referred to as “the State”) of the first part AND AUSTRALIAN PAPER MANUFACTURERS LIMITED a Company duly incorporated under the Companies Statutes of the State of New South Wales having its Head Office at South Gate South Melbourne in the State of Victoria and having its registered office in the State of Western Australia at 9 Howard Street Perth (hereinafter referred to as “the Company” in which term shall be incorporated its successors and permitted assigns) of the other part.

WHEREAS:

A. The Company is at present carrying on manufacturing operations at Bayswater in the State of Western Australia and in other States of the Commonwealth of Australia and had made long term plans for extending its operations by the establishment of a new mill at Spearwood in the State of Western Australia.

B. The State desires to encourage and expedite the early expansion of the industry and has indicated to the Company its readiness to provide financial and other assistance in the furtherance of this objective.

C. The Company has accordingly entered into negotiations for this agreement upon the basis that the State will co-operate with the Company in the establishment of the industry.

D. Before the Company incurs the expense and risk involved in establishment of the industry it is necessary for it to be assured as hereinafter provided that certain rights powers and facilities incidental to the establishment and carrying on of the industry will be reasonably assured to it.

E. It is the intention of the Company to proceed with and complete the erection and place in commercial production a paper and paper board mill as mentioned in clause 2 hereof.

F. The Company has under consideration further long range plans for extensions to the proposed mill and also for the establishment of a pulp mill or mills in the State dependent upon the growth of the market demand and general economic conditions.

G. The State in consideration of the Company's proposals to establish the industry has agreed to introduce legislation to approve and ratify this agreement and to enable its provisions to be carried into effect.

NOW IT IS HEREBY AGREED as follows: —

**Interpretation**<sup>2</sup>

1. (a) In this agreement unless the context otherwise requires the following terms have the following meanings —

“date of commencement” means the day upon which the Company commences commercial production from the mill to be erected on the mill site pursuant to clause 2 of this agreement;

“cost of the mill” means the total expenditure as certified by the Company's auditors incurred and paid by the Company up to the thirty-first day of December 1967 in the acquisition of the mill site and in the design construction and bringing into operation and the completion of the mill referred to in subclause (a) of clause 2 hereof plus an additional eight per centum of the expenditure incurred to cover the Company's overhead and administrative expenses of and in connection with the mill;

“financial year” means a year commencing on and including the first day of July;

“the mill” means the paper and paper board mill or mills and ancillary equipment to be erected by the Company on the mill site pursuant to clause 2 of this agreement;

“mill site” means the land comprising approximately four hundred (400) acres now owned by the Company immediately east of McLeod Street in the Cockburn Road District within the said State and more particularly described in the mortgage referred to in clause 3 hereof together with any adjoining land which the Company may hereafter acquire;



“month” means calendar month;

“person and persons” includes the other of such words and also a body corporate;

“ratifying Act” means the Act referred to in subclause (c) of this clause;

“said State” means the State of Western Australia;

“this agreement” and “hereof” include this agreement as from time to time amended;

“Minister” means the Minister for Industrial Development in the Government of the said State his successors in office or other the Minister for the time being responsible under whatsoever title for the administration of industrial development in the said State

AND the singular includes the plural the masculine the feminine and the word “company” includes a corporation. The side notes<sup>2</sup> shall not affect the interpretation of this agreement.

**Administration<sup>2</sup>**

(b) (i) The Minister shall be responsible on behalf of the State for the administration of this agreement and for the co-ordination of correspondence and dealings between the Company and the State and its instrumentalities.

**Interpretation<sup>2</sup>**

(ii) The Minister in the interpretation of this agreement and in using his powers and applying his discretions under this agreement will have regard to the fact that the Company is engaged in a competitive business.

**Legislation<sup>2</sup>**

(c) (i) The provisions of this agreement other than this subclause shall not come into operation unless and until the agreement is ratified by an Act passed by The Parliament of Western Australia but shall come into operation on the day upon which that Act comes into operation.

(ii) If the Act is not passed within two years from the date hereof this agreement shall not operate and neither of the parties hereto will have any claim against the other with respect to anything in or arising out of this agreement.

**Company to establish mill**<sup>2</sup>

2. THE Company HEREBY COVENANTS AND AGREES with the State —
- (a) That prior to the end of the year one thousand nine hundred and sixty-six the Company will construct establish and put into commercial production on the mill site at a capital cost of not less than TWO MILLION FIVE HUNDRED THOUSAND POUNDS (£2,500,000) (including the cost of acquisition of the mill site) an industrial mill capable when working 8,000 hours per annum of producing initially fifteen thousand (15,000) tons or thereabouts a year of paper and paper board. The mill shall be so constructed as to be capable of expansion.
  - (b) That as long as any moneys are owing by the Company to the state under the provisions hereof or of the mortgage referred to in clause 3 hereof the Company will maintain the mill and the plant thereof in good and serviceable condition and running order.
  - (c) To give notice in writing to the State of the date of commencement within one (1) month of such date.

**Government loan**<sup>2</sup>

3. THE State and the Company hereby MUTUALLY COVENANT AND AGREE that subject to the provisions of the mortgage or mortgages referred to in this clause and to the due registration thereof —
- (a) Subject to subclause (b) of this clause the State will make advances to the Company by way of loan of two-thirds of the cost of the mill as incurred and paid by the Company up to the 31st day of December 1967 including costs incurred prior to the date of this agreement. The State will have no responsibility or liability in regard to other or additional costs incurred by the Company.
  - (b) The total amount to the advanced by the State under this agreement will not exceed two-thirds of the cost of the mill as incurred and paid by the Company up to the 31st day of December 1967 or two million five hundred thousand pounds (£2,500,000) whichever is the lesser amount. The State shall not be required to advance in any one financial year a total sum exceeding three hundred thousand pounds (£300,000) but the State may in any such year advance a greater total sum if it so desires not exceeding without the consent

of the Company two-thirds of the total of the amounts shown in the certificates referred to in the next succeeding paragraph.

- (c) Advances will be made progressively at quarterly intervals on the certificate of the Engineer in charge of the works given in respect of the expenditure on the mill and the mill site verified by the Company's auditors and accepted by the State and subject to the provisions of subclause (b) of this clause the State will advance only two-thirds of the amount shown in any such certificate. Before accepting any such certificate the State may enter upon the mill site and inspect all or any works thereon and the Company will afford to the State all reasonable assistance and facilities for the purposes of the inspection.
- (d) The Company will pay to the State interest on the amount of each advance at the rate of five (5) per centum per annum calculated from the date of the advance in accordance with the provisions of the mortgage hereinafter in this clause referred to.
- (e) In the event of the expenditure on the cost of the mill incurred by the Company in any financial year exceeding a total of four hundred and fifty thousand pounds (£450,000) the State will pay interest to the Company on two-thirds of the amount of such excess expenditure as verified by the Company's auditors and accepted by the State at a rate equal to the difference between the Company's bank overdraft rate (if such rate exceeds five (5) per centum per annum) and the rate of five (5) per centum per annum payable by the Company to the State under the mortgage. The liability of the State for interest shall cease as soon as the total amount advanced by it equals two million five hundred thousand pounds (£2,500,000) or two-thirds of the amount expended by the Company on the cost of the mill whichever is the lesser amount.
- (f) The Company will repay the principal moneys comprised in any advance by equal annual payments over a period of fifteen (15) years commencing from 31st day of December 1980.
- (g) The Company shall have the right at any time subject to giving three months' notice in writing to the Minister to repay the whole of the principal moneys or the sum of ten thousand pounds (£10,000) or any multiple thereof in reduction of the principal moneys with interest to the date of such payment. Upon payment to the State of the whole of the principal moneys interest and other moneys secured by the mortgage the State shall execute and deliver

to the Company a registerable discharge of the mortgage. Such discharge shall not affect the rights or obligations of the State or of the Company in other respects under this agreement.

- (h) Forthwith after notice in writing is given to the Company of the passing of the ratifying Act the Company will execute in favour of the State a registerable first mortgage free from all prior encumbrances in a form already approved by the parties hereto and initialled by them or on their behalf for the purposes of identification over the whole of the land comprised within the mill site and will do all things necessary or expedient to enable the State to effect the due registration of the mortgage. Where and as often as the Company acquires additional land adjoining the mill site as it exists at the date hereof the Company will forthwith give to the State notice in writing of the acquisition and thereafter if and when so required in writing by the state will execute in favour of the state a registerable first mortgage free from all prior encumbrances in a form similar to the form first mentioned in this subclause over the whole of the additional land and will do all things necessary or expedient to enable the state to effect the due registration of the mortgage.
- (i) If at any time after the registration of any of the said mortgages the Company should give to the State notice in writing of its desire to sell or lease or for the purposes of expansion to obtain the release from any such mortgage of portion of the land comprised within the mill site not being a portion upon which the mill or any part thereof is or is proposed to be erected and not being a portion which is reasonably required for or in respect of the efficient operation of the mill and the disposal of the effluent on the mill site the state will at the request and cost of the Company and subject to the Company's arranging for and registering any necessary subdivisional plan or diagram execute and hand to the Company a registerable discharge of the mortgage in respect of that portion.
- (j) The Company agrees that in connection with its construction and establishment of the mill it will fully investigate the availability in the said State of suitable materials and equipment (other than major items of paper-making machinery) and will utilise them wherever it considers it can and should.

**Water rights<sup>2</sup>**

4. (a) THE Company estimates that its requirements of water for the purposes of this agreement will initially be 25,000 gallons per hour (200 million gallons per annum) growing to 50,000 gallons per hour (400 million gallons per annum) over the first ten (10) to fifteen (15) years and ultimately 125,000 gallons per hour (1,000 million gallons per annum).

(b) THE State will upon two (2) months' prior notice in writing in that behalf given to it by the Company make available to a point on the boundary of the mill site to be mutually agreed by the parties such quantity of potable water as will meet the said estimated requirements of the Company for construction purposes under this agreement and the State will upon twelve (12) months' prior notice in writing in that behalf given to it by the Company and not earlier than twenty-four (24) months before the estimated date of commencement make available to a point on the boundary of the mill site to be mutually agreed by the parties such quantities of potable water as will meet the estimated requirements of the Company during the first ten (10) to fifteen (15) years following the date of commencement up to a maximum of 50,000 gallons per hour. The State anticipates that it will also be able to meet the estimated ultimate requirements of the Company in regard to the supply of water and upon the Company giving to the State at least twelve (12) months' notice in writing in that behalf the State will use all reasonable endeavours to supply such further quantities of potable water as may be reasonably required by the Company for further development of the Company's operations on the mill site up to a total maximum of 125,000 gallons per hour.

(c) THE State agrees that the Company may sink on the mill site such wells and bores into the sub-soil as the Company thinks fit to a depth not exceeding Reduced Level Low Water Mark Fremantle of minus 500 feet for the purpose of supplying water for use by the Company for the purposes of the mill and the water so obtained and used will not be the subject of the charge by the State. The Company will on request by the State from time to time give to the State particulars of the number and kind of wells and bores sunk by it and the quantities and quality of water obtained therefrom.

(d) THE price to be paid for water (other than water obtained by the Company from its own wells or bores sunk into the sub-soil of the mill site and used for the purposes of the mill) shall be at the rate ruling from time to time for excess water supplied for industrial purposes by the Metropolitan Water Supply Sewerage and Drainage Department pursuant to the provisions of the *Metropolitan Water Supply Sewerage and Drainage Act 1909-1956* and its amendments.

(e) THE Company shall so far as it is practicable for the Company to do so recirculate on the mill site the water used for cooling purposes thereon.

**Effluent disposal<sup>2</sup>**

5. (a) UNTIL the State assumes the responsibility referred to in subclause (d) of this clause the Company will treat and dispose of on the mill site the whole of the effluent from the Company's works on the mill site including any addition thereto and thereafter will treat and dispose of on the mill site such of the effluent as it reasonably can and will take reasonable steps to prevent or minimise nuisance to others. Effluent from the works which the Company cannot reasonably so dispose of on the mill site is in this clause referred to as the "excess effluent".

(b) THE Company may at any time give to the State two years' notice in writing of its intention to discharge the excess effluent from the mill site and thereafter may at any time and from time to time give to the State reasonable notice of its intention to increase the quantity or to vary the quality of the excess effluent. The Company shall in each notice disclose the nature quantity and quality of the excess effluent and the maximum rate of its discharge from the mill site expressed in gallons per hour. The Company agrees that all excess effluent which shall be discharged from the mill site at any time shall as from the date of the expiration of the last notice given by it under this subclause substantially accord with the particulars given in that notice.

(c) THE Company undertakes that in the event of its establishing on the mill site a pulp mill or pulp mills the total daily discharge of excess effluent from such pulp mill or pulp mills shall not contain more than one hundred and ten thousand (110,000) pounds of total solids and more than thirty thousand (30,000) pounds of biochemical oxygen demand.

(d) Subject to the performance by the Company of its obligations under this clause the State shall as soon as it reasonably can but not later than two years after its receipt of the notice first referred to in subclause (b) of this clause accept full responsibility for the disposal of the excess effluent referred to in that notice and where a further notice is given under that subclause the state shall as from the expiration of a reasonable period after its receipt of that further notice accept full responsibility for the discharge of the excess effluent referred to therein. The State may further treat at a sewage treatment works but shall dispose of all the excess effluent by such means and routes as the State thinks fit but the Company will have the right to be and to be kept advised of the intentions and operations of the State under this subclause and the costs involved and to make suggestions which shall be considered by the State.

(e) THE Company shall at its own expense provide instal operate and maintain on the mill site adequate pumping plant equipment and facilities necessary

to ensure the efficient pumping of all excess effluent at a steady flow for a distance of at least six miles through a pipeline or pipe lines to be laid by the State from a discharge point on the boundary of the mill site to be mutually agreed upon.

(f) THE State may at any time and from time to time enter upon the mill site and inspect any effluent or excess effluent therein or therefrom and take samples thereof for the purposes of analysis test or experiment.

(g) THE Company will on demand pay to the State annually a charge in respect of the treatment and discharge of the excess effluent which charge will be reasonable having regard to the costs incurred including interest at five pounds (£5) per centum per annum on the capital expenditure depreciation maintenance and operating costs and a reasonable charge for overhead and administrative costs but the total charges shall not exceed in the case of excess effluent from the paper mill one half of the price of water as specified in subclause 4(d) and in the case of excess effluent from a pulp mill the full price of water as specified in subclause 4(d).

#### **Fuel supply**<sup>2</sup>

6. FOR its operations on the mill site the Company may require fuel oil to be supplied by pipe line either from the seaboard or from a supply point nearer to the mill site. The Company will endeavour to arrange privately for such supply but the State agrees at the request and cost of the Company to render any assistance it reasonably can including action pursuant to clause 16 hereof for the purpose of enabling the supply of fuel oil as required by the Company. For this purpose the State will at the Company's request and cost or the Company may with the consent of the State and upon terms and conditions required by the State supply lay and maintain a fuel pipe line or lines so far as practicable within the boundaries of the existing railway known as the Jandakot-Armadale railway. The State will make no charge to the Company in respect of the use of the railway land for this purpose.

#### **Power supply**<sup>2</sup>

7. (a) THE Company estimates that its requirements of electricity for the purposes of this agreement will initially be 1,500 kilowatts growing to 3,000 to 4,500 kilowatts over the first ten (10) to fifteen (15) years and ultimately up to 10,000 kilowatts.

(b) THE State will within six (6) months from the passing of the ratifying Act provide at the boundary of the mill site electric power in such quantities and under such conditions as shall be mutually agreed for construction purposes and the State will upon twelve (12) months' prior notice in writing in that behalf given to it by the Company and not earlier than twenty-four (24) months before the estimated

date of commencement make available to a point on the boundary of the mill site to be mutually agreed by the parties electric power in such manner and quantities as will meet the estimated requirements of the Company during the first ten (10) to fifteen (15) years following the date of commencement up to a maximum of 4,500 kilowatts. The State anticipates that it will also be able to meet the estimated ultimate requirements of the Company in regard to the supply of electric power and upon the Company giving to the State at least twelve (12) months' notice in writing in that behalf the State will use all reasonable endeavours to supply such further quantities of electric power as may be reasonably required by the Company for the further development of the Company's operations on the mill site. The costs of electric power supplied by the State shall be in accordance with the industrial schedule rates of the State Electricity Commission of Western Australia from time to time prevailing in the metropolitan area of the said State or at such special rates as may be negotiated from time to time by the Company with the Commission.

(c) THE Company will from time to time during the currency of this agreement give notice in writing to the State Electricity Commission of Western Australia of the maximum load of electricity which the Company will require at any one time. Subject to subclause (b) of this clause the Commission shall supply the maximum load of electricity required by the Company and the Company shall not exceed such maximum load without reasonable prior notice in writing to the Commission.

(d) IN the event of the Company erecting its own electric power plant the State agrees that such plant may be operated in parallel with the grid of the State Electricity Commission and may feed back power thereto and the Company shall be at liberty to supply electric power generated by such plant to wholly-owned subsidiary companies established on the mill site.

**Industrial classification**<sup>2</sup>

8. (a) THE State shall ensure if necessary by legislation that the mill site is zoned or otherwise protected during the period of this agreement so that the initial or projected operations of the Company may be undertaken and carried on without interference by public authorities or private persons on the ground of operations contrary to zoning.

(b) THE Company for its part shall carry on its operations in accordance with the accepted standards of the industry from time to time and so as to avoid to a reasonable extent the creation of noise dust or odour.

**Road access**<sup>2</sup>



9. THE State agrees to construct Bassett Road that portion of McLeod Street between Forrest Road and Phoenix Street and that portion of Phoenix Street between Bassett Road and McLeod Street near the mill site to a standard adequate to carry the traffic required for the construction of the mill and for the subsequent transport of manufactured products and raw materials to and from the boundary of the mill site.

**Rail access**<sup>2</sup>

10. (a) AN existing railway passes through the mill site. The Company does not anticipate making any substantial use of this railway in the early years of the term of this agreement but expects to make use of it in later years.

(b) IN the event of the standardisation of railway gauges in the area of the mill site the connection of the mill site to the standard gauge railway will be effected by the State under such conditions as may be generally applicable to siding holders at the time of the said connection.

**Notice of railway closure**<sup>2</sup>

11. THE State shall give to the Company at least twelve (12) months' notice in writing of any plan for the major relocation or closure of the Spearwood railway.

12. (a) THE State shall ensure —

**Taxes and charges**<sup>2</sup>

- (1) that taxes or other charges or levies imposed by the State on the cartage of goods by road shall not discriminate against the Company;

**Choice of transport**<sup>2</sup>

- (2) That within areas having radii of twenty (20) miles from the General Post Office Perth and from the centre of the mill site the Company shall have the freedom of choice as to the means of transport used by the Company.

**Railway freight classifications**<sup>2</sup>

(b) THE State agrees that freight rates for railway carriage of the Company's goods in not less than ten (10) ton lots shall be a matter of negotiation and undertakes that these rates shall be no greater than those applying to any other goods of a similar nature in the State.

**Supplies of pulpwood**<sup>2</sup>

13. THE State recognises that the Company's plans for future development envisage the establishment of a pulp mill or pulp mills based on State-owned and/or private forests in the said State and undertakes that at the appropriate time if so requested by the Company it will endeavour to assure to the Company access to adequate supplies of pulpwood from State — owned forests definitely known to be available for the purpose of the said State on reasonable terms having regard to the factors involved at that time in the said state to woodpulp industry operations in other States of the Commonwealth and to the State's commitments to other users of forest produce.

**Wharves and jetties**<sup>2</sup>

14. THE State will endeavour if the Company's future plans should so require to assist the Company in procuring a site suitable to the Company for the erection at the expense of the Company of a wharf or jetty and ancillary equipment with necessary roads and approaches and rights in regard to the use of portion of the adjacent foreshore.

**No compulsory acquisition of mill site**<sup>2</sup>

15. THE State agrees that having regard to the particular nature of the industry proposed to be established on the mill site and subject to the performance by the Company of its obligations under this agreement the State will not during the currency of this agreement resume or suffer or permit to be resumed by any State instrumentality or by any local or other authority of the said State any portion of the mill site nor will the State create or grant or permit or suffer to be created or granted by any instrumentality or authority of the State as aforesaid any road right-of-way or easement of any nature or kind whatsoever over or in respect of the mill site nor except for purposes of standardisation of railway gauges will the State construct or suffer or permit to be constructed any new State railway or consent to the construction by the Commonwealth of Australia or by any person of any new railway upon or across the mill site without the consent in writing of the Company first had and obtained which consent shall not be arbitrarily or unreasonably withheld provided nevertheless that the Company shall not refuse its consent to the laying of water mains through the mill site if the same be laid in such manner and in such positions as not in the opinion of the Company to interfere with the operations of the Company on the mill site and subject to the condition that the State shall at its own cost as soon as practicable remove the mains to such other

position as the Company may at any time thereafter reasonably require and the operations of the Company may necessitate.

**Power to authorise compulsory purchase etc.**<sup>2</sup>

16. WHERE the Minister is satisfied by the Company and from such other enquiries as he shall think fit that it is necessary or desirable for the establishment operation or expansion of the mill that any land or rights over land be obtained by the Company and that the Company is unable to obtain such land or rights on fair terms by private treaty the State will take such action as may appear to it desirable and practicable in the circumstances to assist the Company in the acquisition of such land or rights.

**Housing**<sup>2</sup>

17. IF and to the extent that the State may erect in the areas from which the Company shall principally draw its labour workers dwellings under the *State Housing Act 1946-1959* and the same shall be available for that purpose the State will make available to the employees of the company engaged in the operations of the Company on the mill site a reasonable proportion of such dwellings and for such purposes the Company will keep the State advised of its labour requirements.

**Assignment of rights**<sup>2</sup>

18. THE State agrees that the Company has the right with the consent in writing of the State to assign or otherwise dispose of its rights and obligations under this agreement or any interest herein and such consent shall not be arbitrarily or unreasonably withheld.

**Delegation**<sup>2</sup>

19. WITHOUT affecting the liability of the parties under this agreement either party shall have the right from time to time to entrust to third parties the carrying out of any portion of the operations which it is authorised or obliged to carry out under the provisions hereof.

**Termination of agreement**<sup>2</sup>

20. THIS agreement may be terminated at any time by the consent of the State and the Company and upon such terms that they may agree upon.

**Amendment of agreement**<sup>2</sup>

21. THE Minister and the Company may from time to time amend in writing this agreement by such additions and variations in any matters of detail or ambiguity as may be necessary or desirable to facilitate the carrying on of the industry.

**Termination of agreement by State<sup>2</sup>**

22. THIS agreement may be terminated at any time by the State if the Company

- (a) enters into compulsory or voluntary liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation);
- (b) subject to clause 25 hereof fails to comply with or carry out the obligations on its part contained in this agreement;
- (c) fails to pay on the due date the payments of principal interest and other moneys payable under the mortgage referred to in clause 3 hereof;
- (d) abandons or repudiates this agreement

but termination shall not affect the provisions of the mortgage referred to in clause 3 hereof nor the enforcement of any right obligation or liability acquired accrued or incurred prior to such determination.

**Termination of agreement by Company<sup>2</sup>**

23. THIS agreement may be terminated at any time by the Company if the State —

- (a) fails to comply with or carry out the obligations on its part contained in this agreement;
- (b) by legislation Order in Council regulation or other means substantially alters varies or modifies without the written consent of the Company the terms of this agreement

but such termination shall not affect the provisions of the mortgage referred to in clause 3 hereof nor the enforcement of any right obligation or liability acquired accrued or incurred prior to such determination.

**Notices<sup>2</sup>**

24. (a) NOTICE of termination shall be given in writing by the State under the hand of the Minister or by the Company under its Common or Official Seal.

(b) NOTICE of termination shall be deemed to have been received on the day following its postage and shall take effect six (6) months after that date unless the State or the Company as the case may be shall in the meantime have remedied the breach.

**Delays<sup>2</sup>**

25. THIS agreement other than clause 3 hereof shall be deemed to be made subject to any delays in the performance of obligations under this agreement which may be occasioned by or arise from circumstances beyond the power and control of the party responsible for the performance of such obligations including delays caused by or arising from act of God act of war force majeure act of public enemies destruction by fire of the Company's mill or other calamity strikes lock-outs stoppages restraint of labour or other similar acts (whether partial or general) shortage of labour or of essential materials reasonable failure to secure contractors delays of contractors power failures riots and civil commotion or trade conditions of a general nature throughout the Australian economy adversely affecting the Company to a material extent.

**Arbitration<sup>2</sup>**

26. ANY dispute or difference between the parties arising out of or in connection with this agreement or any agreed variation thereof or as to the construction of this agreement or any such variation or as to the rights duties or liabilities of either party hereunder or as to any matter to be agreed between the parties in terms of this agreement shall in default of agreement between the parties be referred to and settled by arbitration under the provisions of the *Arbitration Act 1895* and its amendments for the time being in force.

**Interpretation<sup>2</sup>**

27. THIS agreement shall be interpreted according to the laws for the time being in force in the said State.

**Term of agreement<sup>2</sup>**

28. THE term of this agreement subject to the provisions hereof shall be fifty (50) years from the date hereof.

IN WITNESS whereof THE HONOURABLE DAVID BRAND M.L.A. has hereunto set his hand and seal and the OFFICIAL SEAL of the Company has hereunto been affixed the day and year first hereinbefore mentioned.

SIGNED SEALED AND DELIVERED  
by the said THE HONOURABLE  
DAVID BRAND M.L.A. in the  
presence of —

DAVID BRAND.

C. W. Court  
Minister for Industrial Development  
Perth Western Australia

THE OFFICIAL SEAL FOR VICTORIA  
of AUSTRALIAN PAPER  
MANUFACTURERS LIMITED  
was hereto affixed by order  
of the Board of Directors  
in the presence of —

CHAS. S. BOOTH,  
J. G. WILSON,  
Directors.

D. H. ALEXANDER,  
Secretary.

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**Notes**

- <sup>1</sup> This is a compilation of the *Paper Mill Agreement Act 1960* and includes the amendments made by the other written laws referred to in the following table. The table also contains information about any reprint.

**Compilation table**

<b>Short title</b>	<b>Number and year</b>	<b>Assent</b>	<b>Commencement</b>
<i>Paper Mill Agreement Act 1960</i>	43 of 1960	15 Nov 1960	15 Nov 1960
<b>Reprint of the <i>Paper Mill Agreement Act 1960</i> as at 14 Dec 2001</b>			
<i>Standardisation of Formatting Act 2010</i> s. 25	19 of 2010	28 Jun 2010	11 Sep 2010 (see s. 2(b) and <i>Gazette</i> 10 Sep 2010 p. 4341)

- <sup>2</sup> Marginal notes (side notes) in the agreement have been represented as bold headnotes in this reprint but that does not change their status as marginal notes.

**Defined terms**

*[This is a list of terms defined and the provisions where they are defined.  
The list is not part of the law.]*

<b>Defined term</b>	<b>Provision(s)</b>
Company .....	2
the agreement .....	2
the State .....	2