**Compensation Agreement**

***for small-scale mining operations***

***Mineral Resources Act 1989***

This document is an example compensation agreement which contains provisions parties may wish to consider when negotiating compensation for a small-scale mining claim, mining lease or associated access under the *Mineral Resources Act 1989* (**MRA**). Parties can use this document as a template for a compensation agreement.

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| This is an example document only.  It is intended only to be a starting point for negotiations and is no substitute for obtaining professional advice.  **Each party should seek independent legal advice before signing any agreement.** |

In order to finalise this agreement, the parties must:

1. fill out the details of each party in **clause 1**;
2. specify the land that this agreement relates to in **clause 2**;
3. specify the type and number of the tenement that the land relates to in **clause 3**;
4. detail the activities authorised under the tenement in **clause 4**;
5. indicate the term of the agreement by marking the appropriate box in **clause 5**;
6. provide details of the respective contact person for each party in **clause 6**;
7. identify the applicable section of the MRA by marking the appropriate box in **clause 7**;
8. negotiate and agree the amount of compensation and insert the agreed amount in **clause 8**;
9. negotiate and agree the additional conduct rules (if any) which will apply to the mining activities by marking the boxes next to the agreed conditions and inserting relevant information where required (strike out any that do not apply);
10. include a map or plan of the land and tenement area with specific features marked as required in **schedule 1**;
11. include a copy of the current mining program or work program in **schedule 2**;
12. negotiate and agree any further matters which are to be covered by this agreement; and
13. once the terms are agreed, sign on **page 11** using the appropriate execution block for each party and insert the date that the last party signed the agreement on **page 1**.

The Miner must lodge the signed agreement with the Department of Natural Resources, Mines and Energy (**Department**) before a mining claim or mining lease can be granted or renewed.

Compensation Agreement

Dated:

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| --- | --- | --- | --- | --- | --- |
| Parties |  | The parties to this Agreement are: | | | |
|  | **Landholder(s)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ABN (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Postal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Miner(s)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ABN (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Postal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| *[Drafting note: legal advice should be sought in relation to the legal ramifications of joint and several liability.]* |  | The Miner warrants that it is, or has applied to be, the holder of the Tenement and where more than one person holds the Tenement, this Agreement binds them jointly and each of them individually. | | | |
|  | The Landholder warrants that it is the owner (as defined in the MRA) of the Land and where more than one person is the Landholder, this Agreement binds them jointly and each of them individually. | | | |
|  |  | A party that is a trustee is bound both personally and in its capacity as trustee. | | | |
|  |  | A party may perform its obligations and exercise its rights under this Agreement by its Associates and must ensure that those persons comply with this Agreement. | | | |
| Land that the Agreement relates to*[Drafting note: if the Agreement is for part of the Land only, insert e.g. “that part of the land described below as shown on the plan,” and attach a plan.]* |  | The Landholder is the owner (as defined in the MRA) of the Land described below: | | | |
| Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| Lot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Plan: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  | A plan of the Land is included in Schedule 1. | | | |
| Tenement*[Drafting note: select all relevant matters and insert details of the tenement, such as an application number.]* |  | The Miner holds or has applied for: mining lease number/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; or mining claim number/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Miner holds or has applied for Access associated with: mining lease number/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; or mining claim number/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. | | | |
| Activities*[Drafting note: For mining claims, the MRA requires that the Miner provide the Landholder with a copy of the Small Scale Mining Code or Environmental Authority. The Miner should also provide a copy of the Mining Program, which will detail the mining activities authorised under the mining lease or the work program which will detail the activities authorised under the mining claim.]* |  | The Miner will be carrying out Activities in accordance with the: Small Scale Mining Code (mining claims that meet eligibility criteria); or Environmental Authority (other mining claims and all mining leases),a copy of which has been provided to the Landholder.The Miner has provided the Landholder with a copy of its proposed: Work Program (mining claims); or Mining Program (mining leases),as at the date of this Agreement, a copy of which is included in Schedule 2. | | | |
| Term*[Drafting note: parties to agree term of Agreement.]* |  | This Agreement operates for:  the term of the Tenement; or the term of the Tenement and the period of any renewal. | | | |
| Contact Person |  | The Contact Person for each party is: **Landholder** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Miner** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| Scope of Agreement*[Drafting note: parties to select the appropriate section. For a mining claim, this will be section 85. For a mining lease this will be section 279.]* |  | The parties acknowledge that this Agreement is entered into as a compensation agreement pursuant to: section 85 of the MRA (mining claim/ mining claim Access); or section 279 of the MRA (mining lease/ mining lease Access). | | | |
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| Consent to Restricted Land*[Drafting note: this clause may be used if the Landholder agrees to the mining lease being granted over the surface of restricted land under section 238 of the MRA. The categories of restricted land (e.g. dam. stock yard or building (refer to section 68 of the Minerals and Energy Resources (Common Provisions) Act 2014 (Qld) for a full list of categories)) should be listed and GPS coordinates or a map provided.]* |  | ☐ The Landholder consents to the grant of the mining lease over the surface of the following Restricted Land areas under section 238 of the MRA:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| Compensation*[Drafting note: Parties to consider amount and mechanics of monetary compensation as well consider whether any non-monetary compensation is also agreed.]* |  | The Miner agrees to pay the Landholder the amount of: $\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Term of the agreement) within 10 Business Days of the grant of the Tenement; or an annual payment of $\_\_\_\_\_\_\_\_\_\_ to be paid on the anniversary of the grant of the Tenement each year during the Term,in full and final satisfaction of the Miner’s obligation to pay compensation to the Landholder under the MRA for the grant or renewal of the Tenement.Nothing in this Agreement limits the rights of the parties to seek to amend compensation in accordance with the MRA. | | | |
| Public liability insurance*[Drafting note: if parties agree that no insurance is required, specify “nil”.]* |  | The Miner must effect and maintain public liability insurance in respect of its Activities on the Land for the amount of $\_\_\_\_\_\_\_\_\_\_\_\_ for the Term.If requested by the Landholder, the Miner must provide the Landholder with evidence of the insurance. | | | |
| Obligations of parties |  | The parties agree to:comply with the Additional Conduct Rules set out in clause 13; anduse all efforts to cooperate with respect the privacy of and establish and maintain good relations with each other.The Landholder must not, and must ensure that its Associates do not:enter the Tenement unless the Miner has provided consent; andinterfere with or cause or permit to be interfered with:the Activities; andthe Miner’s rights to Access the Land and carry out the Activities,except as permitted by this Agreement or the MRA. | | | |
| Continued use of the Land*[Drafting note: if parties are in agreement as to the Landholder’s continued use of parts of the land, this box should be ticked.]* |  | The Miner:consents to the Landholder continuing its existing \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ use on those parts of the Land which are not required for the Activities; andwill notify the Landholder when any part of the Land is available, or when it requires a part of the Land to be returned for its Activities.The Landholder agrees that its use of the Land is at its own risk. | | | |
| Additional Conduct Rules*[Drafting note: these rules are examples of conduct rules that may be agreed between the parties.*  *These are examples only, and may not be appropriate depending on the specific circumstances of Tenement or Access. They have been drafted with smaller mining lease operations in mind.*  *Parties may wish to agree different or additional conditions, or not agree to any conduct conditions, as the circumstances may require.*  *Unchecked boxes indicate that the Parties agree Additional Conduct Rules do* ***not*** *apply to this Agreement.]* |  | The parties agree that where indicated the following Additional Conduct Rules *will apply* to the Parties and their Associates:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
|  | **Access and roads** | | | |
|  |  | The Miner will be responsible for building and maintaining any additional access roads, gates and grids required on or to Access the Land and will consult with the Landholder about the preferred location of these items. | | |  |
|  |  | The Miner must provide the Landholder with details identifying each person and vehicle accessing and being brought onto the Land. | | |  |
|  |  | If the Landholder requests, the Miner must leave for the Landholder’s use any roads and tracks that the Miner has improved or constructed unless the Miner is otherwise required by the MRA or any other law or approval to remove them. | | |  |
|  |  | The Miner must leave all gates in the position found unless otherwise advised by the Landholder. | | |  |
|  |  | The Miner and Landholder have agreed that the Miner must report to the Landholder within the following agreed timeframes of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ when access to the Land occurs. | | |  |
|  |  | **Infrastructure, machinery, equipment** | | | |
|  |  | The Miner and Landholder have agreed that the Miner will install and maintain fencing to exclude people and livestock from areas the Miner is using for accommodation, equipment / storage, campsite/s, workshop/s, machinery shed/s and the Activities. | | |  |
|  | At the end of the Term, any fencing constructed by the Miner must be: | | |  |
|  | removed | retained . | |
|  | The Miner will not erect fences or build a grid or gate without first consulting with the Landholder regarding the proposed location of the structure and obtaining the Landholder’s consent. | | |  |
|  |  | The Miner must safely store and secure all equipment, machinery and materials or consumables it has brought within the boundary of the Tenement. | | |  |
|  |  | The Miner must maintain all their infrastructure, equipment and machinery in a safe condition and in a good and substantial state of repair. | | |  |
|  |  | **Camp and facilities** | | | |
|  |  | The Miner must not bring any firearms on the Land without the prior written consent of the Landholder. | | |  |
|  |  | The Miner must not bring dogs on the Land, or hunt, shoot or fish on the Land without the Landholder’s prior written consent | | |  |
|  |  | Unless authorised by a law or permit, the Miner must not draw water from any of the constructed or natural watering points on the Land without the Landholder’s prior written consent. | | |  |
|  |  | The Miner must not light a fire without the prior consent of the Landholder. | | |  |
|  |  | **Operations** | | | |
|  |  | The Miner must conduct all operations so as to cause as little inconvenience and hindrance to the Landholder’s infrastructure already in place such as dams, fences, airstrips, buildings, yards and access roads. | | |  |
|  |  | The Miner must drive all vehicles at no more than \_\_\_\_\_ kilometres per hour and on established tracks and roads and comply with the relevant road rules as well as the directions of the Landholder while on the Land. | | |  |
| *[Drafting note: if this condition applies, specify how rubbish should be disposed of, e.g. buried at least 2 metres underground or removed from the Land.* |  | The Miner must ensure that all rubbish and waste is stored securely so it does not leave the boundaries of the Tenement. The Miner must ensure rubbish and waste is disposed of by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. | | |  |
|  |  | The Miner must ensure that no waste is directly or indirectly released into any watercourse, waterway, groundwater, wetland or lake on the Land. | | |  |
|  |  | The Miner must not allow more than \_\_\_\_\_\_\_\_\_ number of people on the Tenement at any one time. | | |  |
|  |  | In the event the Miner requires more than \_\_\_\_\_\_\_\_ people on the Tenement at any one time, it will notify the Landholder. | | |  |
|  |  | **Weeds and biosecurity** | | | |
|  |  | The Miner must refrain from and take all reasonable precautions against the transportation of restricted matter and prohibited matter such as noxious weeds and seeds, including undertaking wash down procedures as notified by the Landholder. | | |  |
| *[Drafting note: if the parties agree to this conduct rule applying, a copy of the Biosecurity Management Plan as at the date of the agreement should be scheduled to the Agreement and the relevant schedule number noted in this clause.]* |  | The Miner must adhere, where practicable, to the Landholder’s Biosecurity Management Plan relevant to the Land, a copy of which is included in Schedule [#]. | | |  |
|  |  | **Property management requirements** | | | |
|  |  | The Miner must notify the Landholder of any safety concerns or of any damage to any of the Landholder’s crops, livestock, buildings, structures, plant, equipment, works, pipes, bores or other improvements on or under the Land that the Miner or its Associates discover. | | |  |
|  |  | The Landholder must notify the Miner of any activity that may be a safety concern, e.g. shooting activity, prior to the activity taking place on the Land. | | |  |
|  |  | The Landholder discloses to the Miner the following issues in relation to the management of the Land that the Miner should be aware of when conducting the Activities: | | |  |
|  |  | **Other matters** | | | |
|  |  | The parties agree on the following further conduct matters: | | |  |
| Special conditions / other agreed terms*[Drafting note: the parties may wish to agree further matters or amendments to the provisions specified in this Agreement. These should be included in this clause.]* |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| Indemnity |  | The Miner indemnifies and will keep indemnified the Landholder from and against any Claim made against or properly incurred by the Landholder, except to the extent the Claim:is settled by compensation or other payments contemplated in this Agreement; oris caused or contributed to by the negligence or act or omission of the Landholder or its Associates. | | | |
| Transfer of Land or Tenement |  | If a party transfers its interest in the Land or Tenement, it must:promptly notify the other party;provide the incoming party with a copy of this Agreement; andensure the incoming party executes a deed agreeing to be bound by the terms of this Agreement. | | | |
| Dispute resolution |  | All disputes under this Agreement must be resolved in accordance with this clause 17.A party may give notice to the other party that a dispute exists, describing the dispute.The Contact Person for the Landholder and the Contact Person for the Miner must in the first instance use reasonable endeavours to resolve the dispute.If the parties are unable to resolve the dispute in accordance with clause 17(3), the parties may appoint a mutually agreed mediator to mediate the dispute on agreed terms and in the absence of agreement either party may apply to the Queensland Law Society for the appointment of a mediator and terms of mediation.If the dispute is not resolved within 20 Business Days, either party may seek to resolve the dispute in a court of competent jurisdiction.Notwithstanding the existence of any dispute, each party must continue to comply with the terms of this Agreement. | | | |
| Confidentiality*[Drafting note: this clause is optional.]* |  | The parties acknowledge that the existence and terms of, and the identity of the parties to, this Agreement are strictly confidential (**Confidential Information**).Except as stated in this Agreement, each party must not permit any of its officers, employees, agents, contractors or related bodies corporate to disclose any Confidential Information to any person, other than its professional advisers or as required by law, without the prior written consent of the party to whom the Confidential Information relates.Despite subclause (2), the parties:acknowledge that this Agreement will be lodged with the Department as required by the MRA; andgive their consent for this Agreement to be disclosed to bona fide potential purchasers of the Tenement or the Land.This clause operates for the benefit of all parties and continues despite termination of the Agreement. | | | |
| Notices |  | A notice under this Agreement must be in writing and must be sent by prepaid priority post, email or delivered by hand to the relevant contact person listed in clause 6.In the absence of reasonable proof to the contrary, a notice will be deemed to be given:if sent by post, when in the ordinary course of the post it would be delivered;if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; orif otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery. | | | |
| GST |  | In this clause:**GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (GST Act) or any replacement or other relevant legislation and regulations; andwords or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires.Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.A party’s right to payment under subclause (3) is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.To the extent that any consideration to be paid or provided under this Agreement represents a decreasing or increasing adjustment because of an adjustment event in relation to a taxable supply:the supplier must notify the recipient of the refund, credit or further amount payable on account of GST by the supplier issuing to the recipient an adjustment note (or a cancellation note together with a tax invoice) within 5 Business Days of becoming aware of the adjustment event; andthe supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, as appropriate on account of GST within 10 Business Days of receipt of the adjustment note or tax invoice. | | | |
| General |  | This Agreement contains the entire agreement, arrangement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement, arrangement or understanding on anything connected with that subject matter.A party may not assign or otherwise deal with this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld.This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.The law of Queensland governs this Agreement and the parties submit to the non‑exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia. | | | |
| Definitions and interpretation |  | In this Agreement, unless the context otherwise requires:headings do not affect the meaning or interpretation;the singular includes the plural and vice versa;all dollar amounts refer to Australian currency;a party includes its executors, administrators, liquidators, successors and permitted assigns;if any expression is defined, other grammatical forms of that expression have corresponding meanings;if a day on or by which an act is to be done is not a Business Day, the act may be done the next Business Day; anda reference to any legislation includes all subordinate legislation made under it and any legislation amending, consolidating or replacing it.**Activities** means the activities that the Miner is authorised to carry out under the Tenement.**Access** means the area of Land outside of the Tenement approved by the Minister as the way the Miner can access the Tenement.**Additional Conduct Rules** means those rules specified as applying to the parties in clause 13.**Agreement** means this compensation agreement between the Landholder and the Miner, including any schedule to it.**Associates**:in respect of the Landholder, includes that person’s family, employees, agents, contractors and other invitees; andin respect of the Miner, includes that person’s employees, agents, contractors and other invitees.**Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.**Claim** includes any claim, demand, action, suit or proceeding in respect of any Loss.**Contact Person** for the Miner or the Landholder means the person specified in clause 6.**Environmental Authority** means, if applicable, the environmental authority issued to the Miner by the Department of Environment and Science.**Land** means the land described in clause 2, a map of which is in Schedule 1.**Landholder** means theperson described in clause 1.**Loss** means any cost, damage or loss suffered or incurred by the Landholder arising from the Miner’s conduct on the Land.**Miner** means the person described in clause 1.**MRA** means the *Mineral Resources Act 1989* (Qld).**Restricted Land** has the meaning given in section 68 of the *Minerals and Energy Resources (Common Provisions) Act 2014* (Qld).**Small Scale Mining Code** means the code published by the Department of Natural Resources, Mines and Energy.**Tenement** means the tenement described in clause 3.**Term** means the duration of this Agreement as stated in clause 5. | | | |

**Executed as an agreement by**

*[Drafting note: select execution block from below options for each party.]*

**The Miner**

**OPTION 1 – IF PARTY IS AN INDIVIDUAL**

|  |  |  |
| --- | --- | --- |
| Signed by **[name of individual]** in the presence of: |  |  |
|  |  |  |
| Signature of witness |  | Signature of individual Date |
|  |  |  |
| Name and address of witness (BLOCK LETTERS) |  |  |

**OPTION 2 – IF SIGNING AS AUTHORISED REPRESENTATIVE OF A PARTY THAT IS A COMPANY**

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of **[Company name]** [ACN number] by its authorised representative in the presence of: |  |  |
|  |  |  |
| Signature of witness |  | Signature of authorised representative Date |
|  |  |  |
| Name and address of witness  (BLOCK LETTERS) |  | Name of authorised representative  (BLOCK LETTERS) |

**OPTION 3 – IF PARTY IS COMPANY WITH SOLE DIRECTOR AND SOLE COMPANY SECRETARY**

|  |  |  |
| --- | --- | --- |
| Executed by **[insert company name]** [insert ACN] in accordance with section 127 of the *Corporations Act 2001:* |  |  |
|  |  |  |
| Name of sole director and sole company secretary (BLOCK LETTERS) |  | Signature of sole director and sole company secretary Date |

**OPTION 4 – IF PARTY IS A COMPANY**

|  |  |  |
| --- | --- | --- |
| Executed by **[insert company name]** [insert ACN] in accordance with section 127 of the *Corporations Act 2001:* |  |  |
|  |  |  |
| Director/company secretary |  | Director |
|  |  |  |
| Name of director/company secretary  (BLOCK LETTERS) |  | Name of director  (BLOCK LETTERS) |

**The Landholder**

**OPTION 1 – IF PARTY IS AN INDIVIDUAL**

|  |  |  |
| --- | --- | --- |
| Signed by **[name of individual]** in the presence of: |  |  |
|  |  |  |
| Signature of witness |  | Signature of individual Date |
|  |  |  |
| Name and address of witness (BLOCK LETTERS) |  |  |

**OPTION 2 – IF SIGNING AS AUTHORISED REPRESENTATIVE OF A PARTY THAT IS A COMPANY**

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of **[Company name]** [ACN number] by its authorised representative in the presence of: |  |  |
|  |  |  |
| Signature of witness |  | Signature of authorised representative Date |
|  |  |  |
| Name and address of witness  (BLOCK LETTERS) |  | Name of authorised representative  (BLOCK LETTERS) |

**OPTION 3 – IF PARTY IS COMPANY WITH SOLE DIRECTOR AND SOLE COMPANY SECRETARY**

|  |  |  |
| --- | --- | --- |
| Executed by **[insert company name]** [insert ACN] in accordance with section 127 of the *Corporations Act 2001:* |  |  |
|  |  |  |
| Name of sole director and sole company secretary (BLOCK LETTERS) |  | Signature of sole director and sole company secretary Date |

**OPTION 4 – IF PARTY IS A COMPANY**

|  |  |  |
| --- | --- | --- |
| Executed by **[insert company name]** [insert ACN] in accordance with section 127 of the *Corporations Act 2001:* |  |  |
|  |  |  |
| Director/company secretary |  | Director |
|  |  |  |
| Name of director/company secretary  (BLOCK LETTERS) |  | Name of director  (BLOCK LETTERS) |

1. – Map
2. – Work Program / Mining Program