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Resources and Energy

Refining codes of conduct and compensation agreements with landholders

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Introduction

Queensland leads the way in Australia in the development of laws and processes for access to land, the conduct of resources explorers and producers on land and the ways in which landholders are compensated.

Traditionally, Australia's mining and petroleum laws conform broadly to this model:

- The resources tenement holder has the right to enter the land to conduct authorised activities – the landholder (owner or occupier) does not have a veto.
- Prior notice must be given to the landholder before entry.
- The landholder is entitled to be compensated for adverse effects caused by the exploration or production activities.
- In some cases, but not universally, agreement about that compensation must be reached, or determined by an independent arbiter, before entry commences.
- The measure of the loss that the landholder is entitled to recover varies.[2] Generally it encompasses damage and loss that the landholder suffers.

Although most Australian jurisdiction's laws broadly conform to this model, from 10 December 2010 Queensland changed the rules.

Queensland – some opening comments

From 10 December 2010, Queensland changed the land access and compensation laws relating to most resources tenements so that a common regime applies across them all.

Many articles have been published and papers presented about Queensland's new access and compensation regimes, and it is not the purpose of this paper to recount the basic processes.[3] Rather, this paper will examine, in a non-legalistic way, some of the implications of Queensland's new regime.

Queensland – the new land access and compensation rules are easy

At one level it's as simple as this:

- In some circumstances the resources tenement holder can enter the land and carry out activities – for example, where a conduct and compensation agreement (**CCA**) and waiver of entry notice are in place, or if the tenement holder also owns the land.
- Otherwise, for *preliminary activities* the resources tenement holder can give 10 business days' prior notice of entry (unless the landholder waives this) and then enter and conduct activities. Compensation is agreed or determined later.

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[2] For example see compensation provisions in other States: NSW – Part 13 of the *Mining Act 1992* and Part 11 of the *Petroleum (Onshore) Act 1991*; SA – s 61 of the *Mining Act 1971* and s 63 of the *Petroleum and Geothermal Energy Act 2000*; Vic – Part 8 of the *Mineral Resources (Sustainable Development) Act 1990* and Part 8 of the *Petroleum Act 1998*; WA - Part 7 of the *Mining Act 1978* and Part 2 of the *Petroleum and Geothermal Energy Resources Act 1967*

[3] For a range of articles concerning Queensland's new land access and compensation regime go to www.google.com.au

- For *advanced activities*, compensation is agreed (or Land Court proceedings commenced to determine it), 10 business days' prior entry notice is given (unless the notice period is waived) and then entry occurs.

What could be easier?

Queensland – land access and compensation are very difficult

The devil, as they say, is in the detail. And there is a lot of detail.

Each of the relatively simple–sounding steps described in the last section contains many rules, sub-rules and ambiguities.

Some selected issues

Preliminary activities and advanced activities

At this point it is unavoidably necessary to turn to the legislation. For this discussion, the focus is on the *Mineral Resources Act 1989*, schedule 1, which contains the provisions for access and compensation for exploration permits and mineral development licences. For all intents and purposes, the same rules apply for exploration activities for minerals (access and compensation rules for mining leases were not changed) and exploration and production activities for petroleum tenements, carbon capture and storage tenements and geothermal energy tenements.

These are *preliminary activities*:[4]

> "(1) A ***preliminary activity***, for a provision about an exploration tenement, means an authorised activity for the tenement that will have no impact, or only a minor impact, on the business or land use activities of any owner or occupier of the land on which the activity is to be carried out.
>
> *Examples—*
>
> - walking the area of the permit or licence
> - driving along an existing road or track in the area
> - taking soil or water samples
> - geophysical surveying not involving site preparation
> - aerial, electrical or environmental surveying
> - survey pegging
>
> (2) However, the following are not preliminary activities—
>
> (a) an authorised activity carried out on land that—
>
> (i) is less than 100ha; and
>
> (ii) is being used for intensive farming or broadacre agriculture;

[4] *Mineral Resources Act*, schedule 1, s 2

Examples—

- land used for dry land or irrigated cropping, plantation forestry or horticulture
- a dairy, cattle or sheep feedlot, piggery or poultry farm

(b) an authorised activity carried out within 600m of a school or an occupied residence;

(c) an authorised activity that affects the lawful carrying out of an organic or bioorganic farming system."

Predictably, *advanced activities* are defined as activities other than preliminary activities. These examples are also given:[5]

- leveling of drilling pads and digging sumps
- bulk sampling
- open trenching or costeaning with an excavator
- vegetation clear-felling
- constructing an exploration camp, concrete pad, sewage or water treatment facility or fuel dump
- geophysical surveying with physical clearing
- carrying out a seismic survey using explosives
- constructing a track or access road
- changing a fence line

The key issue that emerges for both the resources tenement holder and the landholder is the inherent ambiguity and uncertainty that surrounds these definitions:

- The key phrase on which the definitions turn is that, for a preliminary activity, the activity has "no impact, or only a minor impact" on the business or land use activities of any owner or occupier of the land on which the activity is to be carried out.
- The effect of the examples: under Queensland law, examples are not exhaustive. They don't limit, but can extend the meaning of, the provision, and to the extent that they are inconsistent with the provision, the provision prevails.[6] The fact that an activity is not mentioned in the examples in "preliminary activities" does not mean that it's not a preliminary activity if it does have "no or minor" impact; likewise, the fact that an activity is listed in the examples doesn't mean it's necessarily a preliminary activity if the activity, or the way it is carried out, causes it to have more than "no or [a] minor impact."

In short, it's a question of interpretation.

[5] *Mineral Resources Act*, schedule 1, s 3
[6] *Acts Interpretation Act*, s 14D

An objective test

What is needed is an objective test that enables resources tenement holders as well as land owners and occupiers to decide whether a particular activity is "preliminary" or "advanced." These are some of the benefits:

- The resources tenure holder can save time and money, particularly if activities can be categorised as preliminary where, on the face of the definition, they might appear not to be preliminary.

- It's possible to take the guesswork out of the land access process.

It's not the purpose of this paper to set out a proposed objective test or the reasoning behind it in detail, but rather to suggest that the following can be the essential elements of such a test.

Step 1: any objective test must first "clear the hurdle" of those parts of the definitions relating to preliminary activities and advanced activities that are clearly and unambiguously objective. These are the activities described in (2)(a), (b) and (c) above.

Step 2: decide objective measures that can be applied to the "no or minor" impact on the business or land use activities of the landowner or occupier test. This content can be found in other provisions of the *Mineral Resources Act*:

Does the activity involve:

- only the flattening or compaction of vegetation by vehicles if the vegetation remains living;
- the slashing or mowing of vegetation to facilitate access tracks;
- minor leveling of a site to allow a drill rig to operate on a level surface for safety reasons;
- the construction of only a small (not a large) sump for operational purposes,

and does not involve:

- the removal of vegetation by disturbing root systems and exposing underlying soil;
- the use of machinery to dig below the top level or layer of soil (generally less than 30cm thick.

Subject to one exception (see step 3), the activity is arguably a preliminary activity.

Step 3: what objective measure can be applied to assess "no" and "minor" impact relating to disturbance caused to the landholder? This paper suggests that if activities require more than one hour's active management time by the landholder in relation to the activity on his or her property, or an equivalent period of disturbance to the landholder's time, the threshold would have been reached.

Why one hour? There is no magic to that number as such. In the writers' view it represents a quantum of disturbance that can fairly be characterised as "minor."

Ultimately it will be a matter for the courts to decide whether this is a fair and appropriate approach to the interpretation of the definitions of "preliminary" and "advanced" activities, and if it is, whether one hour of disturbance represents the appropriate measure. It is doubtful that the courts will ever settle on a finite quantity – that will be a matter of assessing the actual impact of the activities in particular circumstances. In some circumstances, for example, it may be that a longer (or indeed a shorter) period of time represents the appropriate measure of "no or minor impact" for a land owner or occupier. This paper suggests that, given the present state of the law, it is a reasonable and appropriate approach to take to the determination of an *objective* measure to the "no or minor" impact test.

Planning for compliance

The great big trick in respect of Queensland's relatively new land access rules, and their application in given circumstances, is that in a whole range of circumstances access can be obtained with no or little delay. Consider:

- where the resources tenement holder already has access rights under common law or land title law;
- where there is already a "grandfathered" compensation agreement;
- where there is already a conduct and compensation agreement, etc; or
- where the resources tenement holder and the landholder are able to agree amicably to a conduct and compensation agreement or a deferral agreement and a waiver of entry notice.

Attached in Appendix 1 is a flow chart prepared by the writers and their colleagues in 2010 that demonstrates the practical application of the land access rules. The basic rules have not changed. What is critical is that these rules are not just followed but clearly understood in their considerable detail, and that appropriate planning is undertaken at a range of levels before the resources tenement holder attempts to implement the rules.

Let's take just one small example.

You will see in the chart in Appendix 1 that a critical decision to be made when deciding which path the resources tenement holder must follow in order to gain entry is whether the activities are "preliminary" or "advanced."

Leaving aside the difficulties of working out just whether a particular activity is "preliminary" or "advanced," for the purposes of finding out what you do when you need to follow the steps in the land access provisions (as set out in the flow chart) let's try to work out who is an "owner" and who is an "occupier."

It's really not too hard to work out who is an "owner." The legislation gives you a definitive list. Take one simple example. "Owner" includes "for freehold land – the registered owner of the land."

So what do you do to work that out? Obviously you get a title search (assuming the land is freehold land) and check the name of the owner. It's Bill Smith – no problem, he's the owner. But can you stop there? What if there's an unregistered dealing that shows that a transfer has been lodged in? Do you need to deal with the unregistered tranferees as "owners?" The answer is, probably not. Until they are registered, that is. But when the transfer is registered, does it take effect when it was lodged, or when it was actually registered for the purpose of application of the definition of "owner"? This paper does not attempt to explore these questions, but simply to raise them for consideration. Worse, what if the transfer is registered while the negotiations between the resources tenement holder and Bill Smith still continue? Or even worse, what if the resources tenement holder takes Bill Smith at his word that he is the owner and doesn't get a title search? Chances are that any agreement reached with Bill Smith is useless for land access purposes.

And that's the easy example. Let's now try to work out who the "occupier" of the same land might be. This is where we again, have to unfortunately deal with the law in some detail. The term "occupier" is defined as:[7]

> "***occupier***, of a place, means a person—
>
> (a) who, under an Act, or, for freehold land, a lease registered under the Land Title Act 1994, has a right to occupy the place, other than under a mining interest, petroleum tenure, licence under the Petroleum and Gas (Production and Safety) Act, GHG authority or geothermal tenure; or
>
> (b) to whom an occupier under paragraph (a) has given the right to occupy the place."

[7] *Mineral Resources Act*, schedule 2

That's quite simple at one level. An occupier is a person who has a registered lease of freehold land, or who has a right to occupy under an Act, or to whom such an occupier has given the right to occupy the place.

But just how do you work this out?

An example of a flow chart setting out relevant questions is in Appendix B. ***It is not comprehensive***. It is merely an example of how you can go about working out who an occupier is. When you have done all that, chances are you still cannot be entirely sure that you have identified all the occupiers.

One of the criticisms raised about the draft legislation before it became law in December 2010 was that as drafted it is almost impossible for a resources tenement holder to work out who is the "occupier." Take this example:

Bill Smith is freehold owner of property. He has leased it to Jane Smith under a 5 year registered lease. Jane Smith has subleased part of it under a 2 year, unregistered lease to Adam Smith. Adam Smith has given an employee a verbal licence right to occupy a residence on the subleased land.

So who is an "occupier"?

Bill Smith is not. He is the owner. The resources tenement holder must deal with him.

Jane Smith is an occupier. She holds a lease registered under the *Land Title Ac*t and falls squarely into the definition.

Is Adam Smith an occupier? He doesn't have a registered lease, but he's certainly a person to whom an occupier (under paragraph (a), Jane Smith) has given the right to occupy the place. So he's an occupier.

Is Adam's employee, who occupies the house, occupiers? Probably not, because the right of occupation comes from Adam Smith who is not an occupier under paragraph (a), but we say only "probably" because most of the information about the employees' rights can only be obtained to the extent that Bill, Jane Smith and Adam are willing to disclose them.

The issue isn't so much one of the resources tenement holder doing the right thing or what else it can do to identify occupiers. The issue is more this: it is not possible, on the existing definition of "occupier" in any of these resources laws, to work out who is an occupier with much certainty or comfort.

Certainly, if the Minister or the Department were to seek to take punitive action against a resources tenement holder that has done its best to identify occupiers but ultimately has failed to do so, that might be taken into account in mitigation. But perhaps not. Failure to follow the land access provisions in respect of a person who is an occupier is not excused by the fact that the resources tenement holder did not know who that occupier was. So the best you can do, we suggest, is to plan for and implement a carefully thought through strategy for identifying owners and occupiers and dealing with them (for which the flow chart at Appendix 2 is merely one [and a fairly small] example).

Another important element that arises here is that of record keeping. It's fine and good for the resources tenement holder's land manager to say that he spoke with Bill Smith and asked him about who the occupiers of the property are, and Bill said there weren't any. But where is the proof? Where is the record of the conversation? Did the land access manager make a mental note or did he put a written note into a journal? Is it legible, dated and timed? Did he make independent investigations to verify information he was given, what investigations were made and how were they recorded? The questions, at one level, are endless.

Which brings us back to this: compliance with the land access provisions is a serious matter and requires serious planning and consideration. The days when a land access manager could pick up the phone, chat to the land owner, send a notice of entry in the mail and take a "she'll be right" attitude based on an assumption of cordial relations with the land owner are long past.

Are there any standards?

> *"...it is unfortunate how relatively silent the laws and guidelines in the Australian jurisdictions are in aiding the agreement-making process between proponents and landowners. They all start with the premise that the proponent needs to reach agreement with, in effect, the landowner or the matter will go to a [court] for determination. There are rules for those Courts and ample precedent for how matters might end up when they come before them. However, the legislative provisions do not generally tell you what to address in agreements, or provide mechanisms that can be readily utilised to reach them.*
>
> *"And, of course, if there is not agreement, how many of those matters that go to a [court] or elsewhere for resolution could be said to have arrived at an outcome that leaves both parties happy? Is it truly fair that a land owning party who has never had to face issues like this before has to suddenly try and mount, in a litigious arena, at very high cost, proceedings to try and demonstrate the measure of the losses he might suffer?*
>
> *"... in the writer's experience, most walk away from that experience unhappy, disillusioned and sometimes bitter at the outcome, but always at great cost to both parties. Not a recipe for an ongoing harmonious relationship in a mining project that might last for 10 or 20 years."*[8]

Ashley Watson wrote these words in a paper on resource tenement holder/landholder relations in 2009 and they remain true today. They were written in the context of the existence of landholder codes of conduct, tenement conditions and legislative provisions, all of which were (no doubt with good intent) aimed at encouraging harmonious relations between tenement holders and landholders, with, in Ashley's submission, very much mixed results. So how much can a prescriptive approach do to address this?

In Queensland, the government's approach is in 3 parts:

- a highly detailed, prescriptive and (arguably) uncertain and ambiguous regime for land access and the determination of compensation, discussed earlier in this paper and in more detail in other papers that have been published on this subject;
- the development of the Land Access Code, part 3 (the mandatory provisions) which are legally binding on tenement holders but not on landholders; and
- the publication by the State of a standard conduct and compensation agreement and a standard deferral agreement which are recommended forms, but are not binding in any sense.

Land Access Code

The Land Access Code contains three parts. Part 1 is introductory. Part 2 sets out non-mandatory guidelines which are similar to the codes of practice that existed in Queensland previously and that presently exist in other States. Part 3, the mandatory conditions are (as "mandatory" implies) legally binding on the resources tenement holder. They demonstrate the move with Queensland's new land access regime away from simply compensation to also encouraging agreement on, and the observance of good practices in, resource tenement holders' conduct.

To take an example: mandatory condition 17(1) says:

> *A relevant person carrying out authorised activities must collect rubbish or waste produced in carrying out the authorised activities and deposit the rubbish and waste in a suitable local waste facility.* [*Local waste facility* is then defined]

[8] Ashley Watson, *Landowner Rights*, AMPLA Ltd 23rd Annual Conference, Sydney NSW 28–31 October 2009

Contemplate for a moment why it was thought necessary to give mandatory legal effect to such a provision. At one level you might say that it represents good practice and it is difficult to conceive of an explorer, for example, who would leave significant quantities of litter on the land. That, however, is an experience that landowners have reported (though, no doubt, not universally – most companies do in fact act properly without legal compulsion). It is now part of the law of Queensland.

Another example is found in mandatory condition 18(4):

> *A relevant person must not cut a fence on the landowner's land without the landowner's consent.*

The consent may be given or withheld, and if it is withheld, the landholder cannot be compelled to give it, whether on reasonable grounds or otherwise. In simple terms, fences are sacrosanct.

Contrast this to the (non-mandatory and non-biding) "good relations" provisions in part 2 of the Land Access Code which, for example, say that the holder should:

> *Respect the rights, privacy, property and activities of the landholder.*

The standard conduct and compensation agreement

As its name implies, the standard conduct and compensation agreement published by the Department of Employment, Economic Development and Innovation in Queensland (**DEEDI**) deals with issues relating to the resources tenement holder's and the landholder's conduct where their activities are carried out on the same land, and for compensation to be paid to the landholder. An agreement between the resources tenement holder and landholder must address a number of specified matters in order to comply with the legislation. It is also possible, but not essential, that a conduct and compensation agreement deals with other matters associated with conduct and compensation. The standard conduct and compensation agreement also deals with some of these matters.

A conduct and compensation agreement will commonly contain a waiver of entry notice. This standard contains a waiver of entry notice, but this is not essential and the parties can agree to deal with entry notices separately.

The deferral agreement

The deferral agreement published by DEEDI, again as it is name implies is an agreement by the resources tenement holder and the landholder to defer the resolution of matters relating to conduct and compensation to a later agreed time. This is usually, but not universally, because the parties recognise that it will take some time to resolve and agree all the necessary matters between them, and they also agree that the resources tenement holder's activities can begin while that process continues.

The various resources Acts do not contemplate that a waiver of entry notice will necessarily be included in every deferral agreement. The State's standard deferral agreement provides that if the parties agree then a waiver of entry notice will also be given at the same time the deferral agreement is signed.

The purpose and function of standard agreements

A standard agreement is just that – it is a standard, a model on which parties may elect to base an agreement for which they are negotiating.

Bear in mind the range of circumstances in which a conduct and compensation agreement or a deferral agreement may be required. The resources tenement might be a geothermal, carbon capture and storage, minerals or petroleum tenement; the resources tenement might provide for exploration (a relatively temporary and diffuse activity) or it might provide for production (which can be highly intrusive, concentrated and permanent).

The land use affected by those activities might be high intensity agriculture including for example bio-organic farming, the land might carry a grazing operation, or the land indeed might not be used for any purpose at a given time. Any standard agreement has to be capable of application in an extremely wide range of potential circumstances.

These two standard agreements were designed to be capable of application in any conceivable combination of resources tenements and land uses across the State, but recognising that they must be adapted to suit the particular circumstances.

No standard document can ever be capable of applying, unamended, in all possible circumstances, and it should never be considered to be more than a starting point in negotiations. It is preferable, however, to have that starting should the negotiating parties wish to avail themselves of it.

These standards were designed and prepared by the State in consultation with the resources industry and landholder representatives and aim to provide an even and balanced approach to the issues that arise in respect of conduct, compensation and deferral.

Other States

New South Wales

In New South Wales, the holder of a minerals prospecting title can only carry out operations on the land if an access arrangement has been agreed in writing by the holder and each landowner or determined by an arbitrator.[9] The Director-General may publish templates for standard access arrangements. The use of these templates is not mandatory.[10] The NSW Farmers Association has prepared three documents to replace the former code of conduct and related documents and encourages the use of them.[11] They hold the view that standard form compensation agreements are not required, agreements should contain clauses that are relevant to the specific proposals for the land.[12]

Since amendments to the *Mining Act 1992* (NSW) in 2010[13] the holder of a prospecting title no longer needs to make an access arrangement with secondary landholders who have a registered interest in the land (they are however, still entitled to compensation). In terms of compensation, the holder of a prospecting title must reach agreement with the landholder (either through an access arrangement or other agreement) as to the compensation payable to the landholder for any compensable loss suffered.

South Australia

A mining operator[14] can enter land to carry out mining operations[15] on the land if the mining operator has an *agreement* with the owner authorising the operator to enter the land for the purpose of mining operations, or if the mining operator has given the prescribed notice of entry (21 days notice of the intention to enter land) and fulfilled all of the stated requirements.[16] The *Mining Act 1971* (SA) does not provide a clear definition of what an 'agreement' for land access is. A code of conduct has been prepared by the South Australian Chamber of Mines & Energy and the South Australian Farmers Federation and gives guidelines on using an access agreement. However, the code of conduct's purpose is to provide guidelines and act only as a *voluntary* code of conduct.[17]

The owner of the land is entitled to receive compensation for any economic loss, hardship and inconvenience suffered in consequence of mining operations. The amount of the compensation can determined by agreement between the owner and the mining operator or, in default of agreement, the relevant court can determine compensation.[18] The provisions for

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[9] *Mining Act 1992* (NSW), s 140 (mirrored provisions for petroleum prospecting titles in S 69C *Petroleum (Onshore) Act 1991)* (NSW)
[10] In concurrence with NSW Farmers Association and NSW Minerals Council, s 141 of the *Mining Act 1992*
[11] *Overview of Mining Exploration Access; Developing Land Access Guidelines; Clauses for Consideration in a Land Access Agreement*: http://www.nswfarmers.org.au/policy_committees/crm/priority_issue_9
[12] *Overview of Mining Exploration Access,* NSW Farmers Association: http://www.nswfarmers.org.au/policy_committees/crm/priority_issue_9
[13] *Mining and Petroleum Legislation Amendment (Land Access) Act 2010*
[14] a person by whom, or on whose behalf, mining operations are carried out under: s 6*Mining Act 1971* (SA)
[15] all operations carried on in the course of prospecting, exploring or mining for minerals: s 6*Mining Act 1971* (SA)
[16] *Mining Act 1971* (SA), s 58
[17] http://www.saff.com.au/lib/pdf/CodeofConductlandholders.pdf
[18] *Mining Act 1971* (SA)*, s 61*

compensation for petroleum activities in the *Petroleum and Geothermal Energy Act 2000* (SA) entitle the owner of land to be compensated for deprivation of the use and enjoyment of the land, damage to the land or business and consequential loss suffered.[19] However, it does not explicitly provide in the Act, that compensation must be agreed or paid before entry on the land.[20]

Victoria

In Victoria, the holder of a minerals exploration licence must not conduct any activities on private land unless the licensee has obtained the written consent of the owners and occupiers of the land has made and registered compensation agreements with those owners and occupiers, the compensation payable has bee determined in accordance with the Act, or has purchased the land affected.[21] If agreement is not reached by the parties, the relevant court can determine compensation.[22] Any change in ownership or occupation of the land does not affect an existing compensation agreement.[23] A mining licence will be granted if the applicant fulfils the requirements under s 42[24] which include the above requirements needed to carry out work under an exploration licence.

Provisions for petroleum exploration or production in the *Petroleum Act 1998* require a compensation agreement with owners and occupiers or have the relevant Tribunal determine compensation, before petroleum operation[25] can commence on private land.[26] The State has produced a number of guidelines[27] for land access in Victoria including: *Mineral Exploration and Mining - Landowner Questions Answered* and *Petroleum - Landowner Questions Answered*.[28]

Western Australia

In Western Australia, the holder of a mining tenement[29] must not commence any mining operations[30] on the natural surface or within a depth of 30 metres from the lowest part of the natural surface of any private land unless he has paid compensation to the owner and occupier in accordance with the *Mining Act 1978*[31] or has made an agreement with the owner and occupier for the amount, times and mode of compensation.[32] There is an interim code of conduct for Mineral Exploration[33] prepared by the Association of Mining and Exploration Companies as well as guidelines for petroleum exploration from the State.[34]

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19 *Petroleum and Geothermal Energy Act 2000* (NSW), s 63
20 Notice of entry is required before land, *Petroleum and Geothermal Energy Act 2000* (NSW), s 61
21 *Mineral Resources (Sustainable Development) Act 1990* (VIC), s 43
22 *Mineral Resources (Sustainable Development) Act 1990* (VIC), s 88
23 *Mineral Resources (Sustainable Development) Act 1990* (VIC), s 85
24 *Mineral Resources (Sustainable Development) Act 1998* (VIC)
25 *Petroleum Act 1998* (VIC), s 4
26 S 128, s 147
27 These are guides only and do not replace any legislation
28 http://new.dpi.vic.gov.au/earth-resources/community-information/landholders-info
29 Includes a prospecting licence, exploration licence, retention licence, mining lease, general purpose lease or a miscellaneous licence *Mining Act 1978* (WA), s 8
30 *Mining Act 1978* (WA), s 8
31 S 35
32 *Mining Act 1978* (WA), s 35
33 http://www.mining-technology.com/downloads/whitepapers/research/file969/
34 http://www.dmp.wa.gov.au/documents/000294.jemma.williams.pdf