



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2004/061
Short name	Telstra Yam Agreement
ILUA type	Area Agreement
Date registered	28/06/2005
State/territory	Queensland
Local government region	Torres Strait Island Regional Council

Description of the area covered by the agreement

The Agreement area is all the land and waters on Yam Island, in the Torres Strait, Queensland, to the High Water Mark.

Parties to agreement

Applicant

Party name	Telstra Corporation Limited
Contact address	Locked Bag 4780 Melbourne VIC 3001

Other Parties

Party name	Charles David
Contact address	C/- Iama Island Council Via Post Office Thursday Island QLD 4875

Party name	Cyril Stephen
Contact address	C/- Iama Island Council Via Post Office Thursday Island QLD 4875

Party name	Magani Lagaugal (Torres Strait Islanders) Corporation
Contact address	C/- Iama Island Council Via Post Office Thursday Island QLD 4875

Party name	Ned David
Contact address	C/- Iama Island Council Via Post Office Thursday Island QLD 4875

Party name	Patrick Thaiday
Contact address	C/- Iama Island Council Via Post Office Thursday Island QLD 4875

Party name	Philomena David
Contact address	C/- Iama Island Council Via Post Office Thursday Island QLD 4875

Party name Silen David
Contact address C/- Iama Island Council
Via Post Office Thursday Island QLD 4875

Period in which the agreement will operate

Start date not specified

End Date not specified

The term of the agreement is 35 Years [clause 3 of the agreement].

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

Clause 7.1 For the purposes of s24EB(1) of the NTA, the Parties hereby consent to:

(a) the grant by the Yam Island Community Council of a lease to Telstra in respect of the Lease Site and any renewal or regrant of a lease over the Lease Site;

(b) Telstra (including through its contractors and agents) undertaking activities or constructing Future Telecommunications Facilities on Existing Sites in the usual course of its business;

(c) the Construction of a Future Telecommunications Facility provided that Telstra has complied with clause 8.2;

(d) the grant to Telstra of an Occupancy Agreement in connection with the proposed Construction of a Future Telecommunications Facility provided that Telstra has complied with clause 8.2;

(e) the renewal or regrant of an Occupancy Agreement originally granted in accordance with the consent contained in (d) above; and

(f) Telstra's access to the Agreement Area in accordance with clause 9.

[Clause 8.2 specifies certain notification and consultation procedures if Telstra seeks the benefit of clauses 7.1(c) or (d) in relation to a Future Act.]

Clause 7.2 The consents in clause 7.1(c), (d) and (e) are only applicable:

(a) while Telstra is subject to a universal service obligation with respect to any part of the Torres Strait; or

(b) in respect of a Future Act proposed by Telstra for the benefit of the Torres Strait Islander community.

Clause 1.1 Definitions

'Future Telecommunications Facility' means a Telecommunications Facility which is:

(a) constructed within the Agreement Area after the date of the Determination; and

(b) owned, maintained or operated by or on behalf of Telstra.

'Lease Site' means the area marked on the plan in Schedule 2 [to the agreement].

'NTA' means the Native Title Act 1993 (Cth).

'Occupancy Agreement' means a lease, licence, permit, easement or authority conferred by or granted in accordance with the Land Act 1994 (Qld) or other applicable Law.

Attachments to the entry

Nil Attachments