



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	SI2011/024
<b>Short name</b>	Flinders Ranges National Park
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	17/01/2012
<b>State/territory</b>	South Australia
<b>Local government region</b>	Unincorporated Areas - SA

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## Description of the area covered by the agreement

The ILUA area is described in Schedule 1. [Schedule 1 is attached to the Register Extract].

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to this agreement covers about 340 square kilometres, located approximately 5 kilometres north east of Wilpena Pound within the Flinders Ranges National Park as shown on the locality map.

The agreement falls within the Unincorporated Local Government Area of South Australia.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	The State of South Australia represented by the Attorney-General for South Australia ("the State")
<b>Contact address</b>	c/- Crown Solicitor for the State of South Australia Level 9, 45 Pirie St Adelaide SA 5000

### *Other Parties*

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<b>Party name</b>	Adnyamathanha Traditional Lands Association (Aboriginal Corporation) RNTBC (ATLA)
<b>Contact address</b>	c/- Johnston Withers Solicitors 17 Sturt St Adelaide SA 5000

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<b>Party name</b>	The Attorney-General for the State of South Australia
<b>Contact address</b>	c/- Crown Solicitor of South Australia Crown Solicitor's Office Level 9, 45 Pirie St Adelaide SA 5000

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**Party name** The Minister for Environment and Conservation for the State of South Australia

**Contact address** c/- Crown Solicitor's Office  
Level 9, 45 Pirie St  
Adelaide SA 5000

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**Period in which the agreement will operate**

**Start date** not specified

**End Date** not specified

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See clauses 5 and 6 of the Agreement.

Clauses 30 to 34 and 36-37 come into operation upon Registration of the Agreement. The remainder of this Agreement comes into operation on the date of execution. Unless terminated, the Agreement continues indefinitely.

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

30.1 The Parties agree to the validation of all Future Acts (if any) done invalidly by the State within the Agreement Area prior to the date of execution of this agreement.

35.1 In accordance with the CMA for the Park and NPWA, the Minister and the Board will collaborate on the preparation of the Management Plan for the Park.

35.2 The Parties agree to the terms of any future Management Plan adopted pursuant to section 38 of the NPWA prepared after collaboration between the Minister and the Board which will set out the proposals for the achievement of the objectives of the NPWA for the Park.

35.3 The Management Plan so adopted is agreed to be valid for the purposes of the NTA.

36.1 Subject to clause 38 and all relevant legislation including the provisions of the AHA, the Parties consent to the doing by the State of all Future Acts of a kind referred to in clauses 38.1 and 38.8 within that part of the Resort Area which lies within the Agreement Area.

36.2 Subject to clause 39 and all relevant legislation including the provisions of the AHA, the Parties consent to the doing by the State of all Future Acts of a kind referred to in clause 39.1 within the Agreement Area (excluding the Resort Area).

37.1 Subject to clause 34.1, the Parties consent to the doing of any act by the State required to create a valid right to mine over the area of the Existing Mining Leases 3414 and 3414.

38.1 Subject to clauses 38.3 and 38.4, the Parties agree that the State (including the Board) may carry out or authorise by permit, lease, licence or agreement under the NPWA or any other legislation the carrying out of any activities upon the Resort Area which are consistent with the operation of the Resort Area as a tourist resort within the Park or other activities consistent with the operation of the Resort Area as a National Park under the NPWA.

38.2 Subject to clauses 38.3 and 38.4, the Parties agree that the Lessee may carry out any activities upon the Resort Area which are consistent with the operation of the Resort Area as a tourist resort within the Park.

39.2 Subject to the relevant legislation including the provisions of the AHA and Schedule 4 of this Agreement, the Parties agree that the State (including the Board) may carry out or authorise by permit, lease, licence or agreement under the NPWA or any other legislation the carrying out of any activities upon the Park (excluding the Resort Area) which are consistent with the operation of the Park as a National Park under the NPWA and the Management Plan.

**Definitions**

"Agreement Area" means that land (as specifically defined in the Court Determination contained in Schedule 7) where the Court Determinations reflects that native title exists and in respect of which the Parties wish to register this Agreement as an ILUA (body corporate agreement). A map of the outer boundaries is defined by the terms of the Court Determination which will prevail should there be any inconsistency with the map in Schedule 1.

"ATLA" means the Adnyamanthanha Traditional Lands Association (Aboriginal Corporation) RNTBC being an incorporated association under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) and a prescribed body corporate and registered native title body corporate for the purposes of the NTA comprising members of the Adnyamathanha people.

"AHA" means the Aboriginal Heritage Act 1988 (SA).

"Board" means the co-management board for the Park, established pursuant to section 43G of the NPWA. In the event that there is no Board for the Park (due to the termination of the CMA) then any reference to a power of the Board should be read as a power of the Director.

"CMA" means the Co-management Agreement under the National Parks and Wildlife Act 1972 (SA) between the Minister and the Adnyamathanha Traditional Lands Association in relation to the Flinders Ranges National Park.

"Contract Area" means that portion of the Park (as specifically defined in the Court Determination contained in Schedule 7) where the Court Determination reflects that native title is extinguished and in respect of which the Parties wish to enter contractual arrangements as part of this Agreement. An indicative map of the Contract Area is shown in Schedule 2.

"Court Determination" means the Determination of Native Title made by the Federal Court of Australia in the Adnyamathanha Native Title Claim #2 SAD 6002/98 on 30 March 2009, a copy of which is attached in Schedule 7.

"Director" means the Director of National Parks and Wildlife for South Australia or any person acting in that position or exercising, pursuant to delegation, any of the powers, authorities, duties or functions of the Director (excluding the Board).

"Existing Mining Leases" means Mining Leases numbered 3413 and 3414 issued pursuant to the Mining Act 1971.

"ILUA" means an Indigenous Land Use Agreement under the Native Title Acts 1993 (Cth).

"Lease" means the lease dated 22 May 1997 between the Minister and the Lessee (as amended by the Deed of Variation and Consent dated 1 September 2008 between the same parties) over Section 988 Out of Hundreds Parachilna and part of Allotment 25 in FP 40683 (formerly Section 106, Out of Hundreds Parachilna), or any variation, extension or renewal thereof.

"Lessee" means Flinders Ranges Tourist Services Pty Ltd ACN 007 586 950 and any permitted assignee.

"Minister" means the Minister administering the National Parks and Wildlife Act 1972 (SA) from time to time or any person acting in that position or exercising, pursuant to delegation, any of the powers, authorities, duties or functions of the Minister.

"Notifiable Act" has the meaning set out in clause 40 of this Agreement.

"NPWA" means the National Parks and Wildlife Act 1993 (Cth)

"Parties" means the Adnyamathanha Traditional Lands Association, the Attorney General for the State of South Australia and the Minister for Environment and Conservation for the State of South Australia.

"Resort Area" means the areas described in the Lease and the Contract for Services Agreement both dated 22 May 1997 between the Minister and Flinders Ranges Tourist Services Pty Ltd ACN 007 586 950 being Sections 988 and 989 Out of Hundreds Parachilna and part of Allotment 25 in FP 40683 (formerly Section 106, Out of Hundreds Parachilna), a map of which is shown in Schedule 2.

"State" means the Crown in the right of the State of South Australia and any of its Ministers, agencies, instrumentalities, employees, agents or statutory corporations formed by or pursuant to legislation enacted by the Parliament of South Australia.

#### **Attachments to the entry**

[Schedule 1.pdf](#)

[Schedule 7.pdf](#)