



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/011
Short name	Juru People and Local Government ILUA
ILUA type	Area Agreement
Date registered	28/07/2014
State/territory	Queensland
Local government region	Burdekin Shire Council, Whitsunday Regional Council

Description of the area covered by the agreement

"ILUA Area" means the area described in writing in Schedule 2 being all of the land and waters within the Claim Area which does not overlap with any other native title claim and shown on the map marked "ILUA Area" in Schedule 3.

[A copy of Schedules 2 and 3 are attached to this Register Extract.

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

Agreement covers about 5386 sq km extending from approximately 2.4 km north of Home Hill to approximately 10.7 km east of Bowen.]

Parties to agreement

Applicant

Party name	Whitsunday Regional Council and Burdekin Shire Council
Contact address	c/- Gilkerson Legal GPO Box 12543 Brisbane QLD 4003

Other Parties

Party name	Juru Enterprises Limited
Contact address	c/- North Queensland Land Council GPO Box 5296 Townsville QLD 4810

Party name	Kyburra Munda Yalga Aboriginal Corporation
Contact address	c/- North Queensland Land Council GPO Box 5296 Townsville QLD 4810

Party name	Margaret Smallwood, Tracey Lampton, Loretta Prior, Raymond Gaston, Andrew Morrell, Janet Lymburner, Elsie Pryor Lymburner, Iris Glenbar and Lenora Aldridge for the Juru People
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Contact address

c/- North Queensland Land Council
GPO Box 5296
Townsville QLD 4810

Period in which the agreement will operate

Start date	not specified
End Date	not specified

18. Duration

18.1 This Agreement takes effect as a contractually binding agreement between the Parties from the Execution Date and continues unless and until the Agreement is Terminated.

18.2 This Agreement is made up of four Parts and in certain circumstances some Parts no longer apply. For clarification:-

- (a) Part 2 no longer applies in the circumstances in sub-clause 29.3;
- (b) Part 3 no longer applies in the circumstances in sub-clause 38.2; and
- (c) Parts 1 and 4 continue indefinitely unless the Agreement is Terminated.

29. Duration of Part 2

29.1 Clause 32 in Part [2] commences on the Execution Date.

29.2 All other provisions in Part 2 commence on the Registration Date.

29.3 Where:-

- (a) the Native Title Claim results in an Unsuccessful Determination;
- (b) all Native Title in the ILUA Area is surrendered under the Native Title Act; or
- (c) for any other reason there is legal certainty that Native Title does not exist anywhere in the ILUA Area any Party may give Notice to the other Parties that Part 2 no longer applies.

29.4 Otherwise Part 2 applies indefinitely unless the Agreement is Terminated.

38. Duration of Part 3

38.1 Part 3 commences on the Execution Date.

38.2 Where the Native Title Party is no longer an Aboriginal Party for all of the Cultural Heritage Area, any Party may give Notice to the other Parties that Part 3 no longer applies.

38.3 Otherwise, Part 3 applies indefinitely unless the Agreement is Terminated.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)**30. Technicalities for Future Acts**

30.2 Part 2 Division 3 Subdivision P of the Native Title Act (which relates to the right to negotiate) does not apply to any Future Acts covered by the Agreement.

35. Native Title and Activities on Freehold Land, Extinguishment Areas and areas where no successful determination

35.1 Where an Activity only relates to Freehold Land and other Extinguishment Areas, the Parties agree that for Native Title purposes:-

(a) any Native Title will have been Extinguished over those areas and Native Title will not be affected by the Activity; and

(b) no Native Title compliance measures for the Activity are required.

35.2 When Determination Orders have been made in relation to the Native Title Claim, where an Activity falls within the ILUA Area but is not specified in the Determination Orders as being the subject of a Successful Determination, the Parties agree that for Native Title purposes either:-

(a) the terms of sub-clause 35.1(a) apply; or

(b) the Parties unconditionally consent to the Activity.

36. Native Title and Activities on Non-Freehold Land and areas where successful determination**Low Native Title Impact Activities**

36.1 The Parties consent to any Activity which has a Low Native Title Impact (they are described in Schedule 6 [a copy of Schedule 6 is attached to this Register Extract]).

36.2 There are no conditions on the consent to an Activity which has a Low Native Title Impact.

High Native Title Impact Activities

36.3 Where the conditions in the immediately following sub-clause are satisfied, the Parties consent to any Activity which has a High Native Title Impact (they are described in Schedule 7 [a copy of Schedule 7 is attached to this Register Extract]).

36.4 The conditions are that the Local Government proposing the Activity satisfies one of the following:-

(a) The Local Government:

i) gives a Notice to the Native Title Party or the Native Title Party's Representative in accordance with paragraph 37.1(a); and

ii) completes Consultation in accordance with paragraph 37.1(b).

(b) Where the Activity involves a capital work dealt with at a Capital Works Forum (provisions about a Capital Works Forum are contained in clause 52), the Local Government:

i) gives a list of capital works involving the Activity under paragraph 52.6(e); and

ii) consensus is reached under paragraph 52.6(f) about the Activity being carried out.

Distinction

36.5 For clarification, an Activity which has a Low Native Title Impact will not be an Activity which has a High Native Title Impact.

Attachments to the entry

[QI2014_011 Schedule 2 - Written description of agreement area.pdf](#)

[QI2014_011 Schedule 3 - Map of agreement area.pdf](#)

[QI2014_011 Schedule 6 - Low NT Impact Activities.pdf](#)

[QI2014_011 Schedule 7 - High NT Impact Activities .pdf](#)