



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2021/014
Short name	Jimba Jimba - Yinggarda Pastoral ILUA
ILUA type	Body Corporate
Date registered	25/02/2022
State/territory	Western Australia
Local government region	Shire of Upper Gascoyne

Description of the area covered by the agreement

"**Agreement Area**" means those parts of the area of the Determination as set out in **Schedule B**.

[A copy of Schedule B is 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:

The agreement area covers Jimba Jimba Pastoral Lease, an area of about 1,470 sq km located south of the Kennedy Range in the vicinity of Gascoyne Junction.]

Parties to agreement

Applicant

Party name	Martin and Virginia Baston
Contact address	Jimba Jimba Station, via Carnarvon WA 6701

Other Parties

Party name	Yinggarda Aboriginal Corporation RNTBC
Contact address	Level 8, 12 The Esplanade Perth WA 6000

Period in which the agreement will operate

Start date	not specified
End Date	not specified

21.1 Term

The term of this agreement commences on the Commencement Date.

21.2 Duration

Except for the obligations arising under clause 22 [*Confidentiality*] and obligations accrued before termination, this agreement will come to an end and the Parties will be released from further compliance with its terms:

- (a) when the Pastoral Lease comes to an end;
- (b) by the written mutual agreement of all Parties; or
- (c) if terminated pursuant to clause 20.1(d) [*Assignment by the Pastoralist*],

whichever occurs first.

“Commencement Date” means:

to the extent that this agreement has force as a contract, the Execution Date; and
to the extent that this agreement has force as an Indigenous Land Use Agreement, upon its Registration as an Indigenous Land Use Agreement.

“Pastoral Lease” means Pastoral Lease N050280 being Jimba Jimba Station and any extension, renewal, re-grant, remaking or replacement of any such pastoral lease whether granted, extended, re-granted, remade, renewed or replaced as at the date of this agreement or any time during the term of this agreement and includes any pastoral lease granted from time to time in relation to the area of the Stock Routes and Reserves.

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

4.3 No opposition to doing of Future Acts – NTA sub-section 24EB(1)

(a) For the purposes of sub-section 24EB(1) of the NTA, he [*sic*] Native Title Holders and the PBC consent to the doing of and will not challenge the validity of the future acts provided for in this agreement, subject to the terms of this agreement.

(b) The Native Title Holders and the PBC agree that (a) will apply to the following classes of future acts but only to the extent and in the terms of clause 12 of this Agreement (**Agreed Future Acts**):

- (i) the renewal, re-making, extension, replacement or re-grant of the Pastoral Lease from time to time;
- (ii) the grant of a lease, licence, permit or authorisation from time to time (including any amendment or renewal, re-making, extension, replacement or re-granting of the Pastoral Lease) to conduct activities for agricultural purposes (including the diversification and intensification of pastoral related activities) on the Pastoral Lease; provided any lease does not permit any purposes beyond those authorised under the Pastoral Lease including the diversification and intensification of pastoral related activities permitted on the Pastoral Lease and has the same non-extinguishing effect on native title rights and interests as the Pastoral Lease.
- (iii) the grant of leases, licences, permits and authorisations from time to time to conduct Low Impact Tourism activity in the Pastoral Lease; and
- (iv) the grant of leases, licences, permits and authorisations from time to time in relation to all or part of the Stock Routes or Reserves.

(e) The Parties intend that Subdivision P of Division 3, Part 2 of the NTA will not apply to any of the Agreed Future Acts.

12 FUTURE ACTS

12.1 Renewal of pastoral lease

(a) The PBC agrees to and will not challenge the renewal, re-making, extension, replacement or re-grant of the Pastoral Lease from time to time for any term, including a term longer than the existing term of the Pastoral Lease, provided that (subject to clauses 4.2(b)(v) [*sic*] and 12.3(b)(ii)) it does not provide any rights greater than an extension of the length of the term or cover any greater area.

12.2 Grants of low impact tourism rights

(b) If the Pastoralist, or a person nominated by the Pastoralist, seeks any of the grants in this clause, they must give the PBC three (3) months' notice of that and, subject to clause 12.2(c), the PBC consents to the following grants of:

(i) leases, licences, permits and authorisation authorising Low Impact Tourism and associated activity on the Pastoral Lease; and

(ii) leases, licences, permits and authorisation authorising the construction or renovation and operation of buildings, infrastructure and facilities for the purposes of the Low Impact Tourism.

(c) If the PBC advises within three (3) months of the notification referred to in clause 12.2(b) that the proposed use of the area chosen is likely to damage any Site of Significance, then the Low Impact Tourism activity shall not take place in that area and the Pastoralist and the PBC will negotiate in good faith to find an alternative location for the activity.

12.3 Stock routes and reserves

(b) The PBC agrees to:

(i) the Pastoralist continuing to use the area of the Stock Routes and Reserves for pastoral purposes; and

(ii) the grant of the leases, licences, permits, authorisations or other non-extinguishing tenure for pastoral purposes from time to time in respect of the area of the Stock Routes and Reserves.

“Determination” means the native title determination in relation to the Agreement Area in the terms set out in **Schedule A** to this agreement.

“Determination Area” has the same meaning as in the Determination.

“Law” includes an Act of the Parliament of the Commonwealth of Australia or an Act of the Parliament of the State, the common law and includes any Native Title Law.

“Low Impact Tourism” includes:

(a) Farm tourism activity (as used in 24GB of the NTA) (for pastoral-based tourism and may include activities such as station-stay accommodation and tours of the Pastoral Lease); and

(b) using specified land under the Pastoral Lease for non-pastoral-based tourism at buildings or facilities already existing on the Pastoral Lease at the Commencement Date.

Low Impact Tourism recognises principles of ecologically sustainable development and displays sensitivity to the area in which it operates, and does not include the tourism referred to in s.24GB(3) of the NTA, or any form of tourism that teaches or purports to teach aspects of Aboriginal culture.

“Native Title Holders” means those people who are identified as the common law native title holders referred to in the Determination and **“Native Title Holder”** has a corresponding meaning.

“Native Title Law” means any Law applicable from time to time in Western Australia relating or applying to native title or claimed native title including the NTA, the *Racial Discrimination Act 1975* (Cth), the *Titles (Validation) and Native Title (Effect of Past Acts) Act 1995* (WA) and any determination made (including conditions imposed) by the National Native Title Tribunal or other person, body or authority under the NTA.

“NTA” means the *Native Title Act 1993* (Cth).

“Pastoralist” means the lessee of the Pastoral Lease and a party acting as servant, agent or contractor to, or otherwise on behalf of, the lessee.

“PBC” means the Native Title Holder Aboriginal Corporation, a prescribed body corporate nominated in relation to Native Title Holder Native Title under section 56 or 57 of the NTA.

“Reserves” means those reserves in the Determination Area as set out in Schedule B excluding:

(a) all Aboriginal reserves;

(b) all National Parks; and *[sic]*

“Site of Significance” means those places or objects that are of cultural, spiritual or traditional significance to the Native Title Holder and includes Aboriginal sites, as defined under section 5 of the *Aboriginal Heritage Act 1972* (WA), and any significant Aboriginal area as defined in section 3 of the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

“State” means the State of Western Australia or any Minister, statutory authority, department or agency acting for

or on behalf of the State.

“Stock Routes” means those stock routes in the Determination Area.

Attachments to the entry

[WI2021_014 Schedule A Determination of native title.pdf](#)

[WI2021_014 Schedule B Description of agreement area.pdf](#)

[WI2021_014 Schedule C Map of agreement area.pdf](#)