



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2025/005
Short name	Wilyakali Native Title Claim Settlement ILUA
ILUA type	Body Corporate
Date registered	12/12/2025
State/territory	South Australia
Local government region	Pastoral Unincorporated Area

Description of the area covered by the agreement

7. Agreement Area

The Agreement Area is the entirety of the land and waters covered by the Determination as described in SCHEDULE 1 to this Agreement.

Agreement means this ILUA (including Background and Schedules);

Agreement Area has the meaning given to it in clause 7;

Determination means the area of the determination of the Federal Court in SAD 89 of 2022 made on 28 August 2023;

[A copy of Schedule 1 is attached to this Register Extract.

The parties to the agreement have acknowledged an inconsistency in Schedule 1. To resolve the inconsistency the parties provided the document at Attachment A.

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 about 9,231 sq km and is located along the South Australian / New South Wales state border approx. 102 km east of Peterborough and 43 km west of Broken Hill.]

Parties to agreement

Applicant

Party name	Attorney-General for the State of South Australia
Contact address	c/- Crown Solicitor's Office of South Australia GPO Box 464 Adelaide SA 5001

Other Parties

Party name	Wilyakali Native Title Aboriginal Corporation RNTBC ICN 10042
Contact address	c/- Camatta Lempens Level 1, 345 King William Street Adelaide SA 5000

Period in which the agreement will operate

Start date	not specified
End Date	not specified

4. Term of Agreement

4.1. Clauses 10, 13, 14, 16, 27, 28, and 29 of this Agreement commence on the Registration Date and continue indefinitely.

4.2. The remainder of this Agreement commences on the Execution Date and continues indefinitely.

4.3. In the event that this Agreement is not registered on the Register within 24 months from the Execution Date, it may be terminated by written agreement of the Parties to this Agreement.

Corporation means the Wilyakali Native Title Aboriginal Corporation RNTBC ICN 10042 being a body incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) which is the RNTBC for the Wilyakali People in the No.1 Determination Area

Execution Date means the date on which this Agreement was executed by all Parties, and if executed on different days the date on which it was last executed;

Parties means the Corporation for the Wilyakali People and the Attorney-General for the State of South Australia;

Register means the Register of Indigenous Land Use Agreements established and maintained under Part 8A of the NTA;

Registration Date means the date upon which this Agreement is registered and entered on the Register as a body corporate agreement pursuant to sections 24BA to 24BI of the NTA and regulation 6 of the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth);

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

13. Future Acts done prior to Execution Date

13.1. The Parties agree to the validation of all Future Acts (if any) done invalidly by the State, or by any other person whose actions result in a liability for compensation by the State, within the Agreement Area before the Execution Date.

13.2. All Future Acts validated in accordance with this clause ('Validated Future Acts') are valid and are taken always to have been valid.

13.3. The non-extinguishment principle as set out in s238 NTA applies to all Validated Future Acts.

13.4. For the purposes of s24EBA(5) NTA the compensation provided for under this Agreement is in full and final compensation for all invalid Future Acts validated pursuant to this clause.

14. Consent to Future Acts

14.1. For the purpose of s24EB NTA, the Parties consent, subject to the condition set down in clause 14.2, to the State doing the acts or activities referred to in clause 17 in the Agreement Area after the Registration Date.

14.2. Following the Registration of this Agreement, the Parties shall comply with the Notification Protocol, as set out in SCHEDULE 4, in relation to all Notifiable Acts.

14.3. The Parties agree that Subdivision P of Part 2 Division 3 of the NTA (which deals with the Right To Negotiate) is not intended to apply to the acts or activities consented to under this Part 5.

14.4. The Parties agree, subject to the terms of this Agreement, that following Registration of this Agreement, the effect of s24AB(1) NTA is that Subdivisions G to M of Part 2 Division 3 NTA do not apply to the acts or activities consented to under this Part 5, except as specifically provided for in this Agreement.

14.5. All acts or activities consented to under this Part 5 are valid.

17. Future Acts (other than those to which Part 6 apply)

17.1. Subject to the conditions set out in this clause, the Wilyakali People and the other Parties consent to the doing by the State of, or to any approval given by the State for the doing of, all Future Acts except those referred to in Part 5 of this Agreement after the Registration Date (including those referred to in clause 18.2 below).

17.2. Where the Future Act is a Notifiable Act, the consent of the Wilyakali People is conditional upon the State's compliance with the Notification Protocol.

17.3. Where the Future Act is one which could be done if the land was held as freehold, the consent of the Wilyakali People is conditional upon the Corporation being provided the same procedural rights as would be afforded to them if they instead held freehold title to the land.

18. Limited application of Right to Negotiate

18.1. Subdivision P of Part 2, Division 3 of the NTA (the Right to Negotiate procedure) and any alternative provisions approved under s43 or s43A NTA from time to time including as provided for under the *Mining Act 1971* (SA), the *Land Acquisition Act 1969* (SA), and the *Opal Mining Act 1995* (SA) continue to apply in relation to the Agreement Area:

(a) With respect to the compulsory acquisition of land by the State where the *Land Acquisition Act 1969* (SA) creates an obligation to negotiate; and

(b) With respect to the creation of a right to Mine, whether by the grant of a mining lease or otherwise, except one created for the sole purpose of the construction of an Infrastructure Facility associated with Mining; and

(c) With respect to the variation of a right to Mine to extend the area to which it relates.

18.2. Subject to clause 18.1 (to the extent applicable), this Agreement does not alter any application of Part 2, Division 3 of the NTA in relation to the grant of licences, permits and other authorities under the *Petroleum and Geothermal Energy Act 2000* (SA).

22. Notifiable Acts

22.1. This clause 22 applies to the Agreement Area (including pastoral land whether or not there is a registered pastoral ILUA over that land).

22.2. Subject to clause 22.1, in this Agreement "Notifiable Acts" means the following acts or activities carried out or consented to by the State (including through the grant of a lease, licence, permit or authority) in or in relation to the Agreement Area:

(a) Earthworks which may cause substantial disturbance to the land or to the bed or subsoil under waters (except where the proposed works will be entirely contained within the location of existing works or infrastructure);

(b) The grant of a lease, licence, permit or authority which has the effect of giving a right to take surface or subterranean waters (otherwise than in conjunction with a Mining Authority);

(c) Approval under the *Pastoral Land Management and Conservation Act 1989* (SA) for the use of Pastoral Land for a purpose other than Pastoral Purposes;

(d) The dedication of land pursuant to the *Crown Land Management Act 2009* (SA); or the revocation and re-dedication of land pursuant to that Act where this involves a change of the purpose for which the land is dedicated (except for a change of purpose where the effect is that an existing building or buildings on the land are to be used for a different purpose);

(e) The grant under the *Crown Land Management Act 2009* (SA) or any other Act of a lease or licence (which is not an Exclusive Possession Interest);

(f) The dedication or reservation of land under the *National Parks and Wildlife Act 1972* (SA), or alteration of the boundaries of a reserve constituted under that Act (while s34B of that Act remains in force);

(g) Any other category of acts or activities which the Parties agree in writing should be dealt with as Notifiable Acts.

22.3. The Parties may, by agreement in writing in accordance with clause 35, vary the meaning of Notifiable Acts by:

(a) adding to the definition of Notifiable Acts any other category of act or activity which any Party considers, and the other Parties agree, should be included as a Notifiable Act on the basis that it is likely to have a significant effect on the native title rights or Aboriginal Heritage of the Wilyakali People, or

(b) removing from the definition of Notifiable Acts any act or activity which any Party considers, and the other Parties agree, does not need to be a Notifiable Act.

Aboriginal Heritage means Aboriginal Sites, Objects or Remains;

Future Act has the meaning given to it in the NTA;

ILUA means an Indigenous Land Use Agreement under the *Native Title Act 1993* (Cth);

Infrastructure Facility has the meaning given to it in the NTA;

Mine has the meaning given to it in the NTA;

Mining Authority means a right to mine in respect of which there is a registered native title mining agreement or determination under either Part 9B of the *Mining Act 1971* (SA) or an equivalent agreement or determination under Part 2 Division 3 of the NTA;

Notifiable Acts has the meaning given to it in clause 22 of this Agreement;

Notification Protocol means the Protocol set out at SCHEDULE 4 to this Agreement;

NTA means the *Native Title Act 1993* (Cth);

Pastoral Land has the meaning given to it in the *Pastoral Land Management and Conservation Act 1989* (SA);

Pastoral Purposes has the meaning given to it in the *Pastoral Land Management and Conservation Act 1989*;

Registration means acceptance of this Agreement upon the Register pursuant to the NTA;

Right to Negotiate means the right to negotiate under the NTA and any approved alternative State scheme;

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;

Wilyakali People means the society comprised of the Native Title Holders as defined in the Determination.

Attachments to the entry

[SI2025_005 Schedule 1.pdf](#)

[SI2025_005 Attachment A - Preferred External boundary description.pdf](#)