



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2025/005
<b>Short name</b>	Marlinyu Ghoorlie Conservation Estate ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	27/11/2025
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Menzies, Shire of Yilgarn

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## Description of the area covered by the agreement

### 3.1 ILUA Agreement Area

This Agreement applies to the ILUA Agreement Area for the purposes of section 24CC of the Native Title Act.

**Agreement** means this Agreement and includes the Schedules and their Annexures.

**Claim Area** has the meaning given in Recital A.

**Die Hardy Range National Park Area** means the area identified in Item 3 of Schedule 2 and, for ease of reference only, shown on the Map in Schedule 1.

**Helena and Aurora Range National Park Area** means the area comprising the land identified in Item 1 and Item 2 of Schedule 2 and, for ease of reference only, shown on the Map in Schedule 1.

**ILUA Agreement Area** means the areas of land, as at the date of this Agreement comprising:

(a) the Helena and Aurora Range National Park Area; and

(b) the Die Hardy Range National Park Area,

and which areas are within the Claim Area. The **ILUA Agreement Area** is shown, for identification purposes, on the Map in Schedule 1.

**Marlinyu Ghoorlie Claim** has the meaning given in Recital A.

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

## RECITALS

A. A native title determination application being Federal Court file number WAD 647 of 2017 NNTT file number WC 007 of 2017 and registered on the Register of Native Title Claims on 28 March 2019 (**Marlinyu Ghoorlie Claim**) has been made over an area of land (**Claim Area**). The Claim Area includes the ILUA Agreement Area which is located in the Goldfields region of Western Australia.

[A copy of Schedules 1 and 2 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:

*The agreement area covers an area of about 3,545.7 sq km and is located in the vicinity of Mount Manning Nature Reserve situated approximately 150 km north west of Kalgoorlie-Boulder].*

## Parties to agreement

### Applicant

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<b>Party name</b>	The State of Western Australia
<b>Contact address</b>	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000
<b>Other Parties</b>	

<b>Party name</b>	Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions
<b>Contact address</b>	Department of Biodiversity, Conservation and Attractions 17 Dick Perry Avenue Kensington WA 6151

<b>Party name</b>	Conservation and Parks Commission
<b>Contact address</b>	Department of Biodiversity, Conservation and Attractions 17 Dick Perry Avenue Kensington WA 6151

<b>Party name</b>	Henry Richard Dimer, Maxine Dimer, James Champion, Darren Indich, Simon Champion, Tania Champion, Leechelle Hammat and Darryl Trott on behalf of the Marlinyu Ghoorlie Native Title Claimants
<b>Contact address</b>	c/- Houston Legal & Consultants PO Box 653 Fremantle WA 6959

<b>Party name</b>	Minister for Lands
<b>Contact address</b>	140 William Street Perth WA 6000

#### **Period in which the agreement will operate**

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<b>Start date</b>	not specified
<b>End Date</b>	not specified

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#### **5.1 Force and effect of this Agreement**

(a) This Agreement, other than the provisions referred to in subclause (b), has force and effect only from the Commencement Date.

(b) Clauses 1, 2, 3, 4, 5, 6, 18, 20, 21, 22, 23, 24, 25, 26 and 27 have force and effect from the Execution Date.

#### **5.2 Term**

Subject to clause 5.3, this Agreement continues indefinitely.

#### **5.3 Termination**

This Agreement shall terminate only on the occurrence of the following events, whichever is the first to occur (the **Termination Date**):

- (a) the Agreement ceasing under clause 4.7;
- (b) all Parties agreeing in writing to end the Agreement;
- (c) where, following a Determination of Native Title, it is revoked in accordance with the Native Title Act;
- (d) where there is a No-Native Title Determination;
- (e) the Agreement is removed from the Register of Indigenous Land Use Agreements by the Native Title Registrar in accordance with section 199C of the Native Title Act; or
- (f) a Replacement Agreement comes into effect in accordance with clause 19.5(b).

#### **5.4 No other termination**

Except as otherwise provided in clause 5.3, no Party is entitled to terminate this Agreement for any reason, including by reason of breach or repudiation of this Agreement by any Party.

#### **5.5 Consequences of termination**

If this Agreement is terminated in accordance with clauses 5.3(b), 5.3(c), 5.3(e) or 5.3(f):

- (a) subject to paragraph (ii), it ceases to have any force or effect on and from the Termination Date; and
- (b) all rights and obligations of the Parties which accrued and consents that were given under this Agreement before the Termination Date shall remain binding and enforceable, including those given under or pursuant to clauses 7 and 22. For the avoidance of doubt:
  - (i) neither termination, nor anything in relation to the termination, of this Agreement affects the validity of any acts done by, or on behalf of, the State Parties prior to termination in accordance with this Agreement or permitted by this Agreement; and
  - (ii) removal of the details of this Agreement from the Register of Indigenous Land Use Agreements does not affect the validity of a future act done while the details were on the Register.

## **5.6 Termination after registration on the Register of Indigenous Land Use Agreements**

- (a) If all Parties propose to terminate this Agreement under clause 5.3(b) after registration, then all Parties must advise the Native Title Registrar in writing in accordance with section 199C(1)(c)(ii) of the Native Title Act.
- (b) If this Agreement is terminated for any other reason under clause 5.3, the State shall, for and on behalf of the Parties, advise the Native Title Registrar in writing that this Agreement has been terminated, and request the Native Title Registrar to remove it from the Register of Indigenous Land Use Agreements.

## **5.7 No election to terminate**

Breach of this Agreement by any Party will not give to any other Party a right to elect to terminate the Agreement, but any Party may exercise any other remedy available to it in respect of such breach.

## **5.8 Breach does not affect consent**

The breach by any Party of any provision of this Agreement will not invalidate or void the consents given in clause 7.

**Commencement Date** means the date on which this Agreement is Conclusively Registered on the Register of Indigenous Land Use Agreements pursuant to section 24CL of the Native Title Act.

**Conclusively Registered** means, in respect of the registration of this Agreement, the Agreement remaining registered on the Register of Indigenous Land Use Agreements pursuant to section 24CL of the Native Title Act:

- (a) at a date that is 60 Business Days after the date on which a decision is made to register this Agreement on the Register of Indigenous Land Use Agreements provided that no legal proceedings have been commenced in respect of such Registration; or
- (b) otherwise, at a date that is 40 Business Days following the exhaustion and determination of the final available legal proceedings in respect of such registration

**Determination of Native Title** means orders of the Federal Court or High Court of Australia which constitute an approved determination of native title or a revised approved determination of native title under which native title is determined to exist in relation to all or parts of the ILUA Agreement Area.

**Execution Date** means the date on which this Agreement is finally executed by all of the Parties to it.

**No-Native Title Determination** means orders of the Federal Court or High Court of Australia which constitute an approved determination of native title or a revised approved determination of native title under which native title is determined not to exist over the entirety of the ILUA Agreement Area.

**Party** means a party to this Agreement and **Parties** means two or more of them as the context requires.

**Replacement Agreement** has the meaning given to that term in clause 19.5 [If the Parties replace this Agreement or amend or vary this Agreement in a way that the Parties agree requires registration (**Replacement Agreement**)].

**State** means the State of Western Australia and, for the purposes of clause 9, includes any State government department, agency, instrumentality, Minister and anybody, whether corporate or unincorporated, that is established or continued for a public purpose by or under an Act of the State (including the Minister for Lands and any other body corporate Ministers).

**State Parties** means the State, the Minister for Lands, the Commission, and the CEO.

**Termination Date** has the meaning given to that term in clause 5.3.

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

### **7.1 Future Acts in ILUA Transactions**

Each Party acknowledges and agrees that the ILUA Transactions contemplated in this clause 7 comprise future acts to which Part 2, Division 3 of the Native Title Act may apply (**Future Acts**) and that consent to the ILUA

Transactions under this clause 7 includes the grant of consent to such Future Acts.

## 7.2 Consent to Future Acts

(a) Each Party irrevocably consents to the following ILUA Transactions in respect of the ILUA Agreement Area:

- (i) the Helena and Aurora Range National Park ILUA Transaction; and
- (ii) the Die Hardy Range National Park ILUA Transaction,

(each an **ILUA Transaction**), with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the Native Title Act in respect of each of them.

(b) The consents in subclause (a) of this clause include:

- (i) consent to the doing of every act comprised in the ILUA Transactions to the extent such requirement is applicable to such act, and any and all things ancillary to the doing of the ILUA Transactions, with the intent that such statement of consent satisfies the requirement of section 24EB of the Native Title Act in respect of each future act comprised in the ILUA Transactions; and
- (ii) the validation of any Future Act comprised in the prior Reservation of any land within the ILUA Agreement Area, including in the Reservation of the National Park R36208, with the intent that such statement of agreement to validity satisfies the requirements of section 24EBA(1)(a)(i) of the NT Act.

## 7.3 Agreement to Future Acts includes exercise of rights

(a) Without limiting clause 7.2, the Parties acknowledge that the consent to the Future Acts includes consent to the doing of all acts involved in effecting the ILUA Transactions, including:

- (i) classification of the national park reserves as "Class A" by order under section 42 of the Land Administration Act, if required;
- (ii) the grant, issue or creation, from time to time, of any Tenure over the ILUA Agreement Area;
- (iii) the exercise of any power, duty, or right, or the discharge of any obligation, now and in the future, under:
  - (A) Conservation and Land Management Legislation and the Biodiversity Conservation Act and any regulations made under those Acts; and
  - (B) any Tenure;
- (iv) the exercise, now and in the future, of the various powers and functions under the Conservation and Land Management Legislation and the Biodiversity Conservation Act and any regulations made under those Acts, including the preparation and approval of any management plans; and
- (v) the exercise of any power, duty, or right, or the discharge of any obligation, now and in the future, that arises under the Land Administration Act or other applicable legislation as a consequence of the land comprising a national park, nature reserve, conservation park or marine park.

## 7.4 Requirements of section 24EB(1)(b) of the Native Title Act

The Parties agree that each statement of consent in clauses 7.2 and 7.3 is intended to satisfy the requirement of section 24EB(1)(b) of the Native Title Act.

## 8.3 No Native Title Act procedures required

(a) In respect of the ILUA Agreement Area, if any of the Future Acts in clause 7 are acts to which the Right to Negotiate or any other future act procedure under Division 3 of Part 2 of the Native Title Act (other than Subdivision C) would, apart from this Agreement apply, the Right to Negotiate and those other future act procedures do not apply to the Future Acts and those acts are valid pursuant to this Agreement.

(b) The Parties intend that the statement in subclause (a) satisfies the requirements of section 24EB(1)(c) of the Native Title Act.

**Biodiversity Conservation Act** means the *Biodiversity Conservation Act 2016 (WA)*.

**Conservation and Land Management Act** or **CALM Act** means the *Conservation and Land Management Act 1984 (WA)*.

**Conservation and Land Management Legislation** means the *Conservation and Land Management Act* and the *Conservation and Land Management Regulations 2002 (WA)*.

**Die Hardy Range National Park ILUA Transaction** means the Reservation of the Die Hardy Range National Park Area under section 41 of the Land Administration Act for the purposes of "national park", and the classification of such land under section 42 of the Land Administration Act as "Class A" reserve, to which the CALM Act will apply by its sections 5(1)(c) and 7(2).

**Helena and Aurora Range National Park ILUA Transaction** means, in respect of the Helena and Aurora Range National Park Area:

- (a) following its excision from Reserve 48470, the Reservation of the whole or any portion of the R48470 Excised Land:
  - (i) under section 41 of the Land Administration for the purposes of "national park" to which the Conservation and Land Management Act will apply by its sections 5(1)(c) and 7(2), or
  - (ii) by an amendment under section 45(2) or another relevant provision in Part 4 of the Land Administration Act, of the boundaries of the National Park R36208 to include the whole or any portion of the R48470 Excised Land in the National Park R36208; and

(b) the classification of the National Park R36208 and any Reserves created as contemplated under (a)(i), under section 42 of the LA Act as "Class A" reserves.

**ILUA** means an indigenous land use agreement which meets the requirements of sections 24CB to 24CE of the Native Title Act.

**Land Administration Act** or **LA Act** means the *Land Administration Act 1997 (WA)*.

**National Park R36208** means the area identified in Item 1 of Schedule 2 and, for ease of reference only, shown on the Map in Schedule 1.

**R48470 Excised Land** means the area identified in Item 2 of Schedule 2 and, for ease of reference only, shown on the Map in Schedule 1.

**Reservation** means:

(a) the creation of a Reserve or Reserves, for a particular purpose or purposes in the public interest by order of the Minister for Lands under section 41 or 51 of the Land Administration Act; or  
(b) where a Reserve for the requisite reserve purpose already exists, adding specified Crown land to the reserve by order of the Minister for Lands under a relevant provision in Part 4 of the Land Administration Act, such as, if applicable, section 45(2).

**Reserve** means land, or land and waters, that has been reserved and to which the Conservation and Land Management Act applies pursuant to section 5 of that Act.

**Right to Negotiate** means the right to negotiate procedure under and for the purposes of Subdivision P of Division 3 of Part 2 of the Native Title Act.

**Tenure** means any lease, licence, permit or other authority which is granted, issued, created or renewed under the Conservation and Land Management Legislation or the Biodiversity Conservation Act and any regulations made under that Act.

#### Attachments to the entry

[WI2025\\_005 Schedule 1 - Map of ILUA Agreement Area.pdf](#)

[WI2025\\_005 Schedule 2 - Land Descriptions.pdf](#)