



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2025/006
Short name	Bush Heritage Hamelin Regeneration Project ILUA
ILUA type	Body Corporate
Date registered	26/08/2025
State/territory	Western Australia
Local government region	Shire of Shark Bay

Description of the area covered by the agreement

Schedule 2 contains a description and map of the ILUA Area. A copy of Schedule 2 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 covers approx. 1889 Sq km located about 130km north of Kalbarri.]

ILUA Area means the area described in Schedule 2 and marked in the corresponding map as the 'ILUA Area'.

Parties to agreement

Applicant

Party name	Climate Friendly Pty Ltd (ACN 107 201 025)
Contact address	Suite 3, Level 24 60 Margaret Street Sydney NSW 2000

Other Parties

Party name	Bush Heritage Australia (ACN 053 639 115)
Contact address	PO Box 329 Flinders Lane VIC 8009

Party name	Malgana Aboriginal Corporation RNTBC ICN 8935
Contact address	c/- Yamatji Marlpa Aboriginal Corporation PO Box 3072 249 Hay Street East Perth WA 6892

Period in which the agreement will operate

Start date not specified

End Date not specified

2 Term

2.1 Commencement

(a) Clauses 1, 2, 3, 4, 5, 6, 13, 14, 16, 17, 18, 19, 20, 22, 23, 24, 25 and 26 commence on the Execution Date.

(b) The balance of the document commences upon the date on which the Service Provider confirms in writing to the RNTBC that the Offsets Project has:

(i) been unconditionally registered on the Emissions Reduction Fund Register;

(ii) passed the initial audit undertaken by the Regulator; and

(iii) been issued ACCUs.

2.2 Termination

This document will terminate:

(a) 45 days after the final annual payment is made under clause 7.2, or final transfer of ACCUs is made under clause 8 following the deregistration of the Offsets Project from the Emissions Reduction Fund Register, and the Landholder provides notice that this is the final transfer; or

(b) by written agreement of the parties.

ACCU has the meaning given to 'Australian Carbon Credit Unit' under the CFI Act.

CFI Act means the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth) or any similar or successor scheme which may replace that Act.

Determination means the determination that native title exists made in favour of the Malgana People by the Federal Court (WAD 6236 of 1998) dated 4 December 2018.

Emissions Reduction Fund Register has the meaning given in the CFI Act.

Execution Date means the date on which this document is executed by the last signatory to this document.

Methodology means the methodology specified in the declaration for the Offsets Project, currently the Carbon Credit (Carbon Farming Initiative) (Human-Induced Regeneration of a Permanent Even-Aged Native Forest—1.1) Methodology Determination 2013 (compilation 3).

Offsets Project means the project, as contemplated by the CFI Act, to store carbon by regenerating native forest through excluding livestock and taking reasonable steps to keep livestock excluded and managing feral animals in a humane manner, under the Methodology and identified on the Emissions Reduction Fund Register as the Bush Heritage Hamelin Regeneration Project ERF159308, to be carried out on the Offsets Project Area.

Offsets Project Area means the area described in Schedule 1 and contained within the area marked in the corresponding map.

Regulator means the Clean Energy Regulator or any subsequent government agency that administers the CFI Act.

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

6 Consents

6.1 Consents to the Project

(a) The RNTBC and the Native Title Holders consent to the following acts, whether or not they are Future Acts:

(i) the unconditional registration of the Offsets Project on the Emissions Reduction Fund Register;

(ii) the grant of any Approvals within the ILUA Area; and

(iii) the undertaking of the Offsets Project within the ILUA Area.

(b) The RNTBC and the Native Title Holders will not, and will not encourage, assist or support any person to, make any submission or take any action which may impede, obstruct, delay or hinder:

(i) the grant of the Approvals; or

(ii) the undertaking of any activities relating to the Offsets Project.

(c) The RNTBC must:

(i) within 10 Business Days of the Execution Date, provide to the Service Provider a completed and executed Eligible Interest Holder Consent Form;

(ii) take all reasonable steps to enable the doing of any acts permitted or authorised under the Offsets Project; and

(iii) if the Native Title Holders' consent is required for any future proposal to change the Offsets Project or develop any new project under the CFI Act on the ILUA Area, consider such proposal in good faith on the same or similar benefits given to the Native Title Holders and the RNTBC in this document.

6.2 Acknowledgment of consent

- (a) The parties acknowledge that the grant of any Approvals in the ILUA Area will take place on grant by a government, judicial or other competent authority.
- (b) If additional consents are required to be given by the parties, or required to be given in a different form, the parties will do all things required to effect those consents.

6.3 Statements for the purposes of the NTA

- (a) The parties agree that the Non-Extinguishment Principle will apply to the Offsets Project and the grant of any Approvals within the ILUA Area.
- (b) For the avoidance of doubt, nothing in this document requires the RNTBC or the Native Title Holders to agree to the compulsory acquisition, or surrender to the State, of any native title rights and interests in relation to any part of the ILUA Area.
- (c) Clause 6.1 constitutes a statement for the purposes of s 24EB(1)(b) of the NTA. (d) For the purposes of s 24EB(1)(c) of the NTA, Subdivision P, Division 3 of Part 2 of the NTA is not intended apply to the grant of the Approvals.
- (d) For the purposes of s 24EB(1)(c) of the NTA, Subdivision P, Division 3 of Part 2 of the NTA is not intended apply to the grant of the Approvals.

Approvals means any grant, variation, extension of term or renewal of any authorisation, lease, title, tenure, licence, permit, approval, certificate, declaration, regulation, consent, direction or notice whether or not from any government, judicial or other competent authority that is necessary, as determined by the Regulator or the State, for the undertaking of the Offsets Project, provided that it does not mean:

- (a) any approval or consent required under the Aboriginal Heritage Legislation (which must be obtained in accordance with the requirements of such laws); or
- (b) any change to the underlying tenure of the ILUA Area.

Business Day means any day, other than a Saturday, Sunday or Public Holiday in Perth, Western Australia.

Eligible Interest has the meaning given in the CFI Act.

Eligible Interest Holder Consent Form means the form at Schedule 3 of this document, or any other version of that form as updated from time to time by the Regulator.

Native Title Holders means the Malgana People, who are the common law holders of native title pursuant to the Determination.

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

State means the State of Western Australia.

Attachments to the entry

[WI2025_006_Schedule 2 - ILUA Area.pdf](#)