

Guidelines for negotiating an Indigenous land use agreement (area agreement)

May 2011



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Disclaimer

This booklet is a guide only and should not be treated as legal advice.

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The department thanks the NNTT for commenting on an earlier draft of this booklet.

#29625

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Introduction

These guidelines provide information about negotiating and registering a *specific type* of Indigenous land use agreement—an area agreement, or ILUA. It will help you if you have applied to the Department of Environment and Resource Management (DERM) for a dealing under the *Land Act 1994* (Qld) and have:

- received a letter of offer from the department indicating that the application for the dealing has been approved subject to native title issues being satisfactorily addressed within two years of the date of offer¹ or
- already consulted your legal advisors and been told that an ILUA is the only option for your proposed dealing.

The booklet explains:

- the different types of Indigenous land use agreement
- the steps to negotiating an ILUA
- the process of registering an ILUA.

It also includes:

- a sample ILUA
- a glossary.

This booklet is not legal advice, and you and the other parties to the ILUA are strongly advised to seek independent legal advice.

Sample ILUA summary

The sample ILUA is in a format that the state believes fulfils the legislative requirements of the *Commonwealth Native Title Act 1993* (NTA) and Native Title (Indigenous Land Use Agreements) Regulations 1999 (ILUA Regulations). However, it is only a general example of how to prepare an ILUA—as each piece of land is unique, the specific clauses used in *your* ILUA will depend on the facts of *your* particular dealing.

An ILUA also documents what is agreed between parties during negotiations. While your ILUA may be for a dealing very similar to that in the Sample ILUA, what is agreed during your negotiations may be quite different.

National Native Title Tribunal

The National Native Title Tribunal (NNTT)² can help you at all stages of the ILUA process by providing:

- information about requirements for registering your ILUA
- maps and technical descriptions
- background research
- logistical and administrative assistance
- assistance with negotiating your ILUA
- a preliminary assessment of your draft application including your unsigned ILUA, in which potential problems for registration are identified. You are strongly advised to obtain such a preliminary assessment from the Registrar before your ILUA is signed.

¹ The letter of offer may also be subject to other conditions.

² See inside title page for contact details.



Cultural heritage

Native title processes are separate from those required for the protection of Indigenous cultural heritage, which can exist on an area regardless of the land tenure, and whether or not native title exists.

The *Aboriginal Cultural Heritage Act 2003* (Qld) and the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) require that a person who carries out an activity must take all reasonable and practical measures to ensure that it does not harm Aboriginal and Torres Strait Islander cultural heritage. This is known as the ‘cultural heritage duty of care’.

These Acts establish guidelines that help you to meet this duty of care, and the entering into a native title agreement (e.g. an ILUA) is a means of complying with this duty of care.

You can obtain more information on cultural heritage and native title by contacting Aboriginal and Torres Strait Islander Land Services, DERM (see inside cover for details).

Key terms

For a full list of key terms used in the booklet, please see the glossary. The more frequently used terms include:

Dealing

The processing of an application for a grant or interest under the *Land Act 1994* (Qld). This could include an application to purchase a parcel of land as freehold, a lease application, or a range of other applications, the grant of which may impact on any native title rights and interests that may continue to exist.

Department

The Department of Environment and Resource Management

ILUA

This acronym refers to one type of Indigenous land use agreement—an area agreement. The three different types of Indigenous land use agreements are explained briefly in Chapter 1.

ILUA area

The area of land or water to which an ILUA relates.

NNTT

The National Native Title Tribunal is the independent body established under the Commonwealth *Native Title Act 1993* (NTA) to help people resolve native title issues.

NTA

Commonwealth *Native Title Act 1993*

NTRB/NTSP

A native title representative body (NTRB) and a native title service provider (NTSP) are regional organisations appointed by the Commonwealth minister responsible for the NTA, to represent Indigenous Australians in native title issues in a particular region. These organisations provide native title services to people who hold or may hold native title in their area or part of their area, and registered native title bodies corporate who represent those native title holders.

Proponent

The party who applies to the state for the dealing.

Registrar

The Native Title Registrar, from the NNTT, has the statutory function under the NTA of deciding whether or not an ILUA is to be registered.



Chapter 1

Indigenous land use agreements

What is an Indigenous land use agreement?

An Indigenous land use agreement (ILUA) is simply a special type of contract or agreement about the use and management of an area of land or water, between the native title party and other people (or parties, as they are referred to in this booklet). These other parties may include the State Government or a person wishing to obtain or exercise an interest in the area that is subject to the Indigenous land use agreement.

The NTA provides for the recognition and protection of native title rights and interests. Among other things, it defines Indigenous land use agreements and sets out the rules for their registration. The Department of Environment and Resource Management has primary responsibility for implementing the NTA in Queensland, and ensuring that all land and resource dealings take account of native title. Therefore you must meet the requirements of the NTA before the state will progress your proposed dealing. You can do this by obtaining a registered Indigenous land use agreement.

As native title rights and interests are generally held by a group or community of people, negotiating an ILUA can be more complicated than making an agreement with an individual. An ILUA is, however, a very practical and secure way to take account of these communal rights and interests, and enable other parties to use the land and/or resources in the agreement area.

Once an ILUA has been registered by the Registrar, it binds all native title holders for the agreement area, whether or not they are a party to the agreement. This provides the validity needed for the state to proceed with your dealing.

What can Indigenous land use agreements be about?

ILUA may be about a range of subjects, including the native parties agreeing to:

- future developments that may affect their native title
- how their native title coexists with the rights of other people
- extinguishment of their native title by surrendering it to the state
- compensation for the effects of any dealings on their native title rights and interests.

Types of Indigenous land use agreements

The NTA provides for three types of Indigenous land use agreements:

- an alternative procedure agreement
- a body corporate agreement
- an area agreement (ILUA).



Alternative procedure agreements are usually initiated only by the state.

A body corporate agreement is used only where there has been a determination that native title exists over the whole of an agreement area, and a body corporate has been established to hold native title or represent the native title holders. If this is the case, the proponents are advised by the letter of offer from the state. However, as the area of Queensland covered by native title determinations is still only small, body corporate agreements are not common. Note that if the area the subject of the ILUA is only partially covered by a determination of native title then an area agreement is the appropriate form of ILUA.

An area agreement (ILUA) is required:

- if only *part* of the area of the proposed dealing is covered by one (or more) registered native title body corporate
- or
- if there is no registered native title body corporate for the area (i.e. there have been no determinations of native title for the area).

This booklet focuses on how to negotiate the most common type of Indigenous land use agreement—an area agreement (ILUA).

Steps to negotiating an ILUA

The steps to negotiating an ILUA are explained in detail in Chapters 2 and 3. As negotiating an ILUA can take a substantial amount of time and effort (you should allow one year or more), and may involve costs for you as the proponent, considering these steps carefully may help you to decide whether or not to proceed. If you do decide to go ahead, you should advise the department, seek legal advice to ensure that your objectives are met in any negotiations, and that what is agreed is adequately documented in your ILUA.

Applying for registration of an ILUA

You *must* apply to the Registrar for registration of your ILUA when negotiations have been:

- successfully completed
- documented as an ILUA
- signed by all parties.

You must obtain the agreement of all parties before you make the application for registration, and the application must be accompanied by a copy of your ILUA and other prescribed documents and information.

This is a vital aspect of the ILUA process, and without it the state will not proceed with your dealing.

Complying with requirements

Chapter 2 explains in detail how to ensure your ILUA complies with the registration requirements from the start of the process. A key requirement is that an ILUA must be:

- authorised by all who are, or may be, native title holders
or
- certified by the native title representative body (NTRB) or native title service provider (NTSP). (Though this might seem an easier way to proceed, the NTRB or NTSP might not agree to certify the ILUA).

The process the Registrar uses to assess whether or not an ILUA complies with the NTA is covered in Chapter 3.

Once an ILUA has been registered, it is enforceable and binding on all native title holders of the ILUA area, whether or not they are a party to the ILUA.

When can the dealing proceed?

The state can proceed with your dealing, and will act upon the ILUA:

- once it has been registered
- when any other requirements set out in the ILUA have been fulfilled
- when all other statutory provisions and conditions (i.e. non-native title matters) set out in your letter of offer have been satisfied.



The following steps for making an ILUA are explained in this chapter.

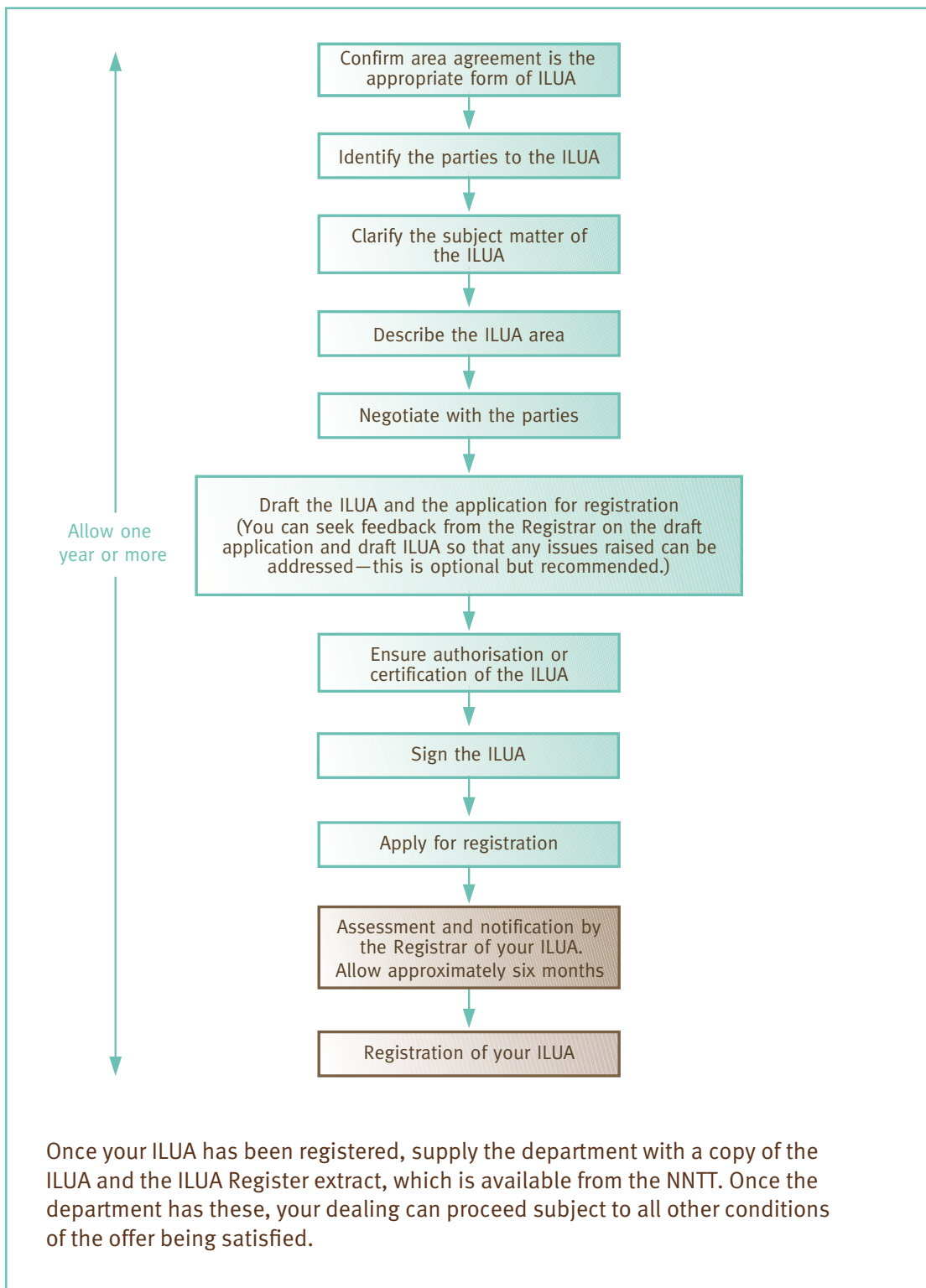


Figure 1 Steps to an ILUA (area agreement)



Step 1: Confirm area agreement is the appropriate form of ILUA

The NTA sets out when an area agreement (ILUA) must be used.

An area agreement (ILUA) is required:

- if part of the area of the proposed dealing is covered by one (or more) registered native title body corporate
or
- if there is no registered native title body corporate for the area (i.e. there have been no determinations of native title for the area).

Step 2: Identify the parties to the ILUA

As set out by the NTA, those who must be a party to an ILUA are:

- the native title party or parties
- the party who wants to undertake the dealing—that is, the proponent
- the state, if the ILUA involves the surrender of native title or if this is otherwise required by your letter of offer.

Other individuals and organisations *may* also be a party.

Identifying the native title party

Identifying the correct native title parties for an ILUA area is extremely important, but can be difficult as there may be several parties to include in the negotiations. To satisfy the registration requirements and the provisions of the NTA, you must be able to demonstrate that you have made ‘all reasonable efforts’ to identify all the native title holders for the ILUA area, so it is important that you document all the strategies used.

As discussed in Chapter 1, if there has been a determination of native title by the Federal Court of Australia over the *whole* of the ILUA area, then a **body corporate agreement**, not an area agreement, is required.

However, if there has been a determination of native title by the Federal Court of Australia over part of the ILUA area, or no determination over any part of the ILUA area, an **area agreement** is required, and the native title parties may include:

- registered native title bodies corporate—determinations of native title can be identified by searching the National Native Title Register (NNTR).
- registered native title claimants—that is, those who have made a claim in the Federal Court of Australia on behalf of a native title claim group where the claim has been registered by the NNTR but is not yet determined. These can be found by searching the register of native title claims. All those listed as ‘the applicant’ on the register of native title claims must be party to the ILUA. If more than one person is named, they are jointly ‘the applicant’ and all of them must sign the ILUA.



- other individuals claiming to hold native title, for example
 - those who have filed a claim in the Federal Court of Australia but whose claim has not been registered by the NNTT. The NNTT will identify and include application summaries of any of these unregistered claims
or
 - those who have not made a claim, but who assert native title rights in relation to the ILUA area.
- any NTRB or NTSP for the ILUA area. You should contact the relevant NTRB or NTSP in any case, to see if they know of anyone else who should be a party to the ILUA and to inform them of the intended negotiations. For details, see the NTRB website at <www.ntrb.net>, or contact the NNTT.

If no native title holders come forward as a result of these enquiries, the relevant native title party is the NTRB or NTSP.

At the end of negotiations, all the native title parties must sign the ILUA, on their own behalf and on behalf of those they represent.

As the make-up of the native title party for your ILUA area can change over time, it is critical that you request that the NNTT do further register searches during the negotiations to ensure that the details in your ILUA at the time of signing are the same as those listed on the registers. Any discrepancy can cause serious difficulties in the registration process.

Dealing with multiple parties

Native title is generally understood as a communal title to land held by a group of people, rather than a title held by individuals, like freehold. Native title reflects Indigenous peoples' rights and responsibilities to land.

In Queensland, historical government policy relevant to Indigenous people allowed for; the removal of people from their traditional lands; the removal of children from their families; the control of people's movements; and control of access to the money they earned.

Separation from the land, coupled with historically oppressive legislative control, continues to have a major impact on contemporary Indigenous society. One effect of this is that there may now be more than one Indigenous group which asserts that they have a relationship to an area of land, and the precise boundaries of different groups' areas may be unresolved. Consequently, difficulties may arise when negotiating with one or more of these groups. If disputes arise between the native title parties, the NNTT, the NTRB or the NTSP may be able to help.

Regardless of any difficulties that may arise, it is important that you adopt an inclusive approach to ensure that all the necessary parties are involved. If you do not, additional native title parties may come forward during the notification period and cause delays to registration of the ILUA.

Step 3: Clarify the subject matter of the ILUA

The subject matter of your ILUA is the dealing and activities for which it provides. Clarifying this will identify who else, apart from the native title party, must be a party to the ILUA (e.g. the state, if your ILUA involves the extinguishment of native title by surrender to the state).

Future acts

A 'future act' is the technical name for a dealing or activity that may affect or extinguish native title. Future acts are defined by the NTA. Where your dealing is provided for and done under a registered ILUA it is a valid future act.

In the sample ILUA, the future act clauses enable the state to grant a proponent:

- a freehold title to one parcel of land
- a lease over another parcel.

Because part of the proposed dealing involves the state granting freehold to the proponent, the ILUA must provide that the native title parties agree to surrender native title to the area of the freehold grant.

From the outset, you must identify all activities that are future acts to which your ILUA must give consent. You must ensure that, by the end of the negotiations, these have been sufficiently and accurately described in the ILUA and accompanying documents, and that all the other parties (especially the native title party) agree to each of them. Clarifying them may also change how the ILUA area is defined, which in turn may change who the relevant native title parties are.

The timing of each of the future acts and any conditions precedent must also be discussed and documented in the ILUA (e.g. exactly when the native title party will surrender native title after the ILUA has been registered, for example, immediately prior to the issue of a deed of grant).

Benefits and compensation

In the course of negotiations about a proposed future act, the native title parties may agree to accept certain benefits in exchange for entering into the ILUA. Any compensation for the effect of the future act on any native title must also be agreed and should be clearly documented in the ILUA, even if it is agreed that there will be no compensation. This is very important, as section 24 EB(5) of the NTA provides that upon registration of the ILUA compensation is limited to that provided for under the ILUA. Compensation can take a form other than a monetary payment.

It is also important to be aware that an entity that is not a party to the ILUA cannot be committed to any actions under it. For example, if the state is not a party to the ILUA, the ILUA cannot make commitments on its behalf.



Step 4: Describe the ILUA area

The native title parties must agree to the boundaries of the ILUA area. References to features such as roads, creeks and rivers, explaining how the boundary follows those features, can be used. The ILUA Regulations also require that a ‘complete description’ of the area of land or water to which the ILUA applies is attached to the application for registration. Therefore, a map, plan and description of the ILUA area should be included. Such a map or plan must be clear and concise so that the boundaries can be properly identified and, if possible, should include the geographic reference coordinates and datum.

In the Sample ILUA, this information is included at Schedule 1.

Step 5: Negotiate with the parties

Before beginning negotiations, it is a good idea to try to identify some of the other matters that may impact on the success and pace of your negotiations. In the state’s experience these include:

- cultural differences between the parties
- logistics (who to negotiate with, where, how often, and who pays for the negotiations).

Cultural differences

People of different cultures and life experience often have different expectations. Considering these before entering into negotiations with the parties might help you to develop culturally appropriate processes such as:

- understanding Queensland’s contact history and its effect on Indigenous culture
- considering differences in life experience in work, education, access to health care, etc.
- considering differences in belief systems related to physical and spiritual connection to land.

Both the negotiation process and the implementation of the ILUA, in the long term, will benefit from a sound understanding between the parties, especially if a continuing relationship is required. If this is so, then it might be a good idea to first jointly develop a communication strategy.

Logistical matters

Once the parties have been identified, questions like the following might arise:

- How often will the parties meet?
- Which representative of the parties will attend?
- Where is the most appropriate or cost-effective place to meet?
- How will the parties communicate between meetings?
- Who will pay for a suitable meeting venue and any refreshments?
- What will the time frames between meetings be?
- Do the parties need to meet at all, or can they conduct negotiations by teleconference or by correspondence?

- Who will record the outcomes of the meeting?
- How will achievements and milestones be acknowledged to maintain the momentum of the negotiations?
- Who will pay for any travel costs and expenses incurred (if parties decide to meet face to face)?
- Who will pay for any accommodation costs incurred (if parties must stay overnight)?
- Will parties receive an allowance to compensate them for the time they spend attending meetings?

Keep contact addresses for each party up-to-date throughout the negotiations to ensure that communication is easy and speedy.

The NNTT can help you manage the logistics of negotiations (e.g. by arranging and facilitating meetings and providing information and administrative support to the parties).

In the state's experience, the more consideration you give to resolving logistical matters before starting formal negotiations, the more likely it is that your process will be smooth.

Ability of registered native title bodies corporate to charge fees

The NTA provides an ability for registered native title bodies corporate (i.e. where there is a determination that native title exists) to charge another person fees for service in relation to the negotiation of an ILUA.

This means that the registered native title body corporate may present you with an invoice for those fees. These fees must not be such as to amount to taxation.

If you are charged fees, you may seek an opinion from the Registrar of Aboriginal and Torres Strait Islander Corporations as to whether it is a fee that can be charged. If it is not one that can be charged, the registered native title body corporate must withdraw the charge.

Step 6: Draft the ILUA and the application for registration

To ensure that your ILUA is durable and your dealing is not subsequently delayed or subject to disputes:

- draft the agreement carefully to capture the substance of what has been agreed
- record what has been agreed by the parties
- make certain that what has been detailed as agreed means the same to each party.

The NTA and the ILUA Regulations set out what an application for registering an ILUA must contain, and the NNTT can supply application forms. The forms, which include comprehensive notes on how to fill them out correctly, are available online at <www.nntt.gov.au>. If you prefer, you can ask the NNTT to post or fax the information to you.



The Registrar can provide feedback on your draft application for registration (including your draft ILUA). While it is optional, it is a good idea to take advantage of this service before the ILUA is signed so that any necessary changes can be made during negotiations. Include as much required information as possible, and attach all available required documents.

If the State is a party it will usually coordinate the registration process. In the usual case, where the Minister for Environment and Resource Management or the Premier (as the case may be) is signing off on the ILUA, approximately six weeks should be allowed for that sign off.

Step 7: Ensure authorisation or certification of the ILUA

Before it will be registered by the Registrar, an ILUA must be **authorised** by all those who are, or may be, native title holders; or it must be **certified** by an NTRB or an NTSP.

The purpose of the authorisation or certification process is to satisfy the Registrar that ‘all reasonable efforts’ have been made to identify all the native title holders to the area of the proposed ILUA, and to ensure that they agree to the making of the ILUA. This is important because, once registered, it binds them all, whether or not they are parties to it.

In some cases, the process can be quick, while in others it can take several months and involve considerable effort from the parties. However, a properly completed ILUA avoids any possible opposition to your registration and the likelihood of you having to recommence negotiation.

The process

If an NTRB or NTSP agrees to certify the application for registration, it must provide a certificate to this effect, together with the reasons why it believes that it has been authorised in the way required by the NTA. If there is more than one NTRB or NTSP for the ILUA area, both or all of them must provide a certificate of authorisation. Although having the NTRB or NTSP agree to certify the application for registration might seem an easier way to proceed, often it will not, or cannot, undertake this role, so check with them before proceeding.

If an ILUA is to be authorised by all those who are, or may be, native title holders, they must provide evidence demonstrating that the authorisation occurred in accordance with the group’s traditional decision-making processes, or in accordance with decision-making processes agreed to and adopted by the group for the purpose of making the ILUA.

This requirement means that you (the proponent) must consider who you will negotiate with, and what processes are in place to ensure that those with whom you are negotiating are receiving instructions from the broader native title group they represent.

Authorisation in the sample ILUA

As the sample ILUA assumes that the relevant NTRB or NTSP has not certified the application for registration, the application must include a statement verifying that the authorisation requirements have been met, and setting out the grounds on which the Registrar should be satisfied that this is so. Authorisation may, but does not necessarily have to, occur at a meeting of the native title group. If the ILUA is authorised, the Registrar should be given supporting information such as:

- the decision-making process that was used
- the purpose of, and agenda for, the meeting where authorisation was given
- who convened that meeting
- how and to whom notice of the meeting was given
- who attended the meeting and with what authority
- who compiled and who verified any attendance or apology list
- who chaired or controlled the meeting and by what right
- the resolutions passed or decision/s made
- whether those resolutions or decisions were unanimous and, if not, the numbers for and against
- who was authorised to execute the ILUA.

Step 8: Sign the ILUA

When considering the signing of the ILUA, you need to decide whether there will be a meeting to bring all the parties together. The native title parties might like to have all members of the broader group present and have a ceremony to mark the significance of the occasion.

It is always preferable that all parties sign the original document. However, if bringing all the parties together is not possible or practical, clause 19.5 of the sample ILUA makes provision for copies to be circulated and signed. Together these then comprise the completed ILUA, thus making it possible to execute it concurrently in more than one location.

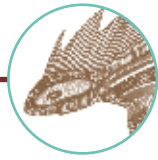
Sometimes, the nominated representatives with whom you have been negotiating may not be the native title parties who ultimately sign the ILUA. Until the recent case of *QGC Pty Limited v Bygrave*³ it was generally accepted that all registered native title claimants must sign an ILUA. However, since that case at least one native title claimant must sign, provided that a properly authorised decision was made by the group to execute the ILUA and the manner of execution is consistent with that decision. It is important to check this prior to the State signing, to avoid delaying registration of the ILUA.



Step 9: Apply for registration

The ILUA should nominate one party to apply to the Registrar for registration. The sample ILUA nominates the proponent as this party. It also includes a clause (12.3) that requires all parties to agree to promptly do, everything necessary to help the registration process.

The process used to assess whether or not the application and ILUA comply with the requirements of the NTA and the ILUA Regulations is examined in Chapter 3.



Chapter 3

Applying for registration of an ILUA

The state will not progress your dealing until the ILUA has been registered and any conditions specified in it and in the department's offer have been met.

It will probably take the NNTT about six months (including the three-month notification period) to process an application for registering an ILUA. The steps in the NNTT process for doing so are detailed below.

Compliance check

Once an application for registration has been lodged with the NNTT, the Registrar assesses it for compliance with the requirements of the NTA, including the ILUA Regulations.

Notification

The Registrar must notify certain people, organisations, and the public once the application has been lodged for registration and checked. Some people and organisations are notified by mail, while the general public is usually notified through newspaper advertisements. Under the NTA, the notification period for an ILUA (area agreement) is three months.

Opposition to registration

In response to the NNTT notification, a person can oppose registration of an ILUA. Generally, opposition must be on the grounds that the proponent did not make all reasonable efforts to identify all native title holders to the ILUA area and/or that authorisation by those who were identified, was not made properly. Opposition cannot be lodged simply on the basis of dissatisfaction about who receives benefits from the ILUA or other similar grievances.

Consequently, if attempts to identify the native title holders were insufficient, or a native title party was excluded from your negotiations and that party feels aggrieved, then registration of your ILUA may be delayed or frustrated. This is why it is important to document the processes used to identify all the native title parties and procedures adopted for meeting, communicating and making decisions.

For more information on the grounds on which registration can be opposed contact the NNTT.

Decision to register

If the Registrar finds that the ILUA meets the requirements for registration and no objections have been made, then it is registered and entered on to the ILUA Register.

If an objection to registration is upheld, or any other bar to registration remains (e.g. if there are registered native title claimants or registered native title bodies corporate that should be, but are not, parties to the ILUA) the Registrar cannot register it and will refer it back to the parties for further negotiation.



Once an ILUA has been registered, it binds all the native title holders, whether or not they are the named native title parties who signed the ILUA. It will remain registered unless:

- it expires
- the parties advise the Registrar that they wish to terminate the ILUA
- other specific circumstances occur that would require the ILUA to be removed from the register.

Registration of the ILUA enables the future act (your dealing) to proceed once all other conditions of the ILUA and the department's letter of offer have been met.

Evidence of registration

Once the NNTT has registered the ILUA, you should:

- notify the department in writing that you have addressed the native title requirements of the offer
- include a copy of the ILUA together with a copy of the NNTT register extract.

If the Minister is satisfied that the native title requirements are met, the department's formal letter of 'acceptance of offer' will be sent to you to sign, together with an account for costs for the purchase and or lease.



Chapter 4

Sample ILUA

The sample ILUA is in a format that the state believes meets the legislative requirements for an ILUA to be registered. It is a general example of how to prepare an ILUA, and documents what was agreed between the parties to a hypothetical negotiation.

However, in reality, each dealing is unique, and the specific clauses used in your ILUA will depend on your particular dealing and facts. An ILUA also documents what is agreed between parties during negotiations. Therefore, while your ILUA may be for a dealing very similar to that in the sample ILUA, what is agreed during your negotiations may be quite different.

The features of the sample ILUA are:

- It provides for the grant of a lease over one area.
- It provides for the grant of freehold over another area.
- Because it provides for the grant of freehold, the state requires a surrender of native title to enable this and so the state must be a party.
- There are three people listed as the native title party but they represent one registered native title claim (i.e. they are jointly the applicant for that claim).
- The application for registration of the ILUA is not certified by the relevant NTRB and therefore must contain certain statements about authorisation.



**Flamingo People/Landholder
Indigenous land use agreement (area agreement)**

between

State of Queensland

and

**John Andrew Smith, Joe Samuel Jones and Mary Violet Jones on their own
behalf and on behalf of the Flamingo People**

and

Samantha Ann Landholder and Alan George Landholder

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THIS DEED OF AGREEMENT is made this day of 20

BETWEEN: State of Queensland (“State”) acting through the Department of Environment and Resource Management, 41 George St, Brisbane in the State of Queensland

AND: John Andrew Smith, Joe Samuel Jones and Mary Violet Jones (“Native Title Parties”) on their own behalf and on behalf of the Flamingo People, of 12 Simpson Street, Jacaranda in the State of Queensland

AND: Samantha Ann Landholder and Alan George Landholder (“Proponent”) of 58 Gregory Avenue, Jacaranda in the State of Queensland

RECITALS

- A. The Native Title Parties are the Registered Native Title Claimants for the ILUA Area.
- B. The Flamingo People have authorised the Native Title Parties to enter into this ILUA.
- C. The Proponent has applied to the State for:
 - (a) the grant of freehold over part of the ILUA Area being Lot 2 on Plan CP123456; and
 - (b) the grant of a term lease over part of the ILUA Area being Lot 3 on Plan CP123456.
- D. The State and the Proponent have negotiated with the Native Title Parties and the Flamingo People regarding:
 - (a) the surrender of native title to enable the grant of freehold to the Proponent; and
 - (b) the grant of a term lease to the Proponent subject to the non-extinguishment principle.

- E. The Native Title Parties and Flamingo People consent to the surrender of native title and a term lease in accordance with this ILUA.
- F. This ILUA is entered into as an Indigenous land use agreement (area agreement) and is intended to be Registered under Subdivision C, Division 3, Part 2 of the NTA.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this ILUA:

“Business Day” means any day, other than a Saturday, Sunday or Public Holiday;

“Claims” means any claim, proceeding, action, cause of action, demand, damages, costs, losses or expenses;

“Compensation Entitlement” means any compensation, monetary or otherwise, payable in relation to:

- (a) the consents provided by the parties in clause 5;
- (b) the Surrender;
- (c) the extinguishment of Native Title in the Surrender Area;
- (d) the Freehold;
- (e) the Lease; or
- (f) any Renewal.



“**Dispute**” means a dispute between the parties with respect to this ILUA or any of its provisions;

“**Dispute Notice**” means written notice given to the other parties containing full particulars of the Dispute;

“**Execution Date**” means the day on which this ILUA is executed by the parties and if executed on different days, the later of those days;

“**Flamingo People**” means the Native Title Claim Group for native title determination application QUD 8888 of 1998;

“**Future Act**” has the meaning given in the NTA;

“**Freehold**” means a grant in fee simple of Lot 2 on Plan CP123456;

“**GST**” has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth);

“**ILUA**” means this document including all schedules;

“**ILUA Area**” means Lots 2 and 3 on Plan CP123456 shown in Schedule 1;

“**Land Court**” means the Land Court under Division 6B of the *Land Court Act 2000*;

“**Lease**” means the grant of a term lease under the *Land Act 1994* (Qld) over Lot 3 on Plan CP123456;

“**Native Title**” has the meaning given in the NTA;

“**Native Title Claim Group**” has the meaning given in the NTA;

“**Native Title Holder**” has the meaning given in the NTA;

“**Native Title Parties**” means John Andrew Smith, Joe Samuel Jones and Mary Violet Jones;

“**Non-Extinguishment Principle**” has the meaning given in the NTA;

“**NTA**” means the *Native Title Act 1993* (Cwlth);

“**NTRBAC**” means Native Title Representative Body Aboriginal Corporation ABN 81 811 811 811, being the Representative Body for the ILUA Area;

“**Prescribed Documents**” means the documents and information referred to in section 24CG(2) of the NTA;

“Proponent” means Samantha Ann Landholder and Alan George Landholder;

“Public Holiday” has the meaning given in the *Acts Interpretation Act 1954* (Qld);

“Queensland Law” means the law in force in Queensland;

“Receipt Date” means the day on which a Dispute Notice is taken to have been received in accordance with clause 15;

“Recipient” has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth);

“Register of Indigenous Land Use Agreements” has the meaning given in the NTA;

“Registered” means registered on the Register of Indigenous Land Use Agreements;

“Registered Native Title Claimants” has the meaning given to registered native title claimant in the NTA;

“Registrar” has the meaning given in the NTA;

“Registration” means the date on which this ILUA is Registered;

“Representative Body” has the meaning given in the NTA;

“Renewal” means a renewal, re-grant or re-making of the Lease;

“State” means State of Queensland;

“Supplier” has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth);

“Surrender” means the surrender to the State of any Native Title in relation to the Surrender Area;

“Surrender Area” means Lot 2 on Plan CP123456;

“Tax Invoice” has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth);

“Taxable Supply” has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).



2. Interpretation

In this ILUA:

- (a) words indicating a gender include each other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) the table of contents, the recitals and the headings are for ease of reference only and do not affect the meaning of this ILUA;
- (d) a reference to a clause or schedule is a reference to a clause in, or schedule to, this ILUA including as varied in accordance with clause 19.4;
- (e) in the case of any inconsistency between a clause and a schedule, the clause will prevail to the extent of any inconsistency;
- (f) an agreement, acknowledgement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (g) an agreement, acknowledgement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (h) a reference to a nominated time is a reference to that time in Queensland;
- (i) when the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the following Business Day;
- (j) where a period of time is to be calculated from after a given day, event or act, the period is to be calculated excluding the given day or the day on which the event or act occurs;
- (k) a reference to a Queensland statute or regulation is to be interpreted in accordance with the *Acts Interpretation Act 1954* (Qld); and
- (l) a reference to a Commonwealth statute or regulation is to be interpreted in accordance with the *Acts Interpretation Act 1901* (Cwlth).

3. Authority to Enter into ILUA

The Native Title Parties represent and warrant that:

- (a) all reasonable efforts, including consulting NTRBAC, have been made to ensure that all persons who hold or may hold Native Title in relation to the ILUA Area have been identified;
- (b) all of the persons identified as a result of the reasonable efforts referred to in clause 3(a):
 - (i) are Flamingo People; and
 - (ii) authorised the making of this ILUA in accordance with section 251A of the NTA;
- (c) prior to executing this ILUA they consulted with NTRBAC regarding this ILUA and informed NTRBAC of their intention to enter into this ILUA.

4. Commencement

4.1 Subject to clause 4.2, this ILUA commences on the Execution Date.

4.2 Clause 5 commences on Registration.

5. Consent to Acts

5.1 The parties consent to the Surrender.

5.2 The Surrender will take effect upon Registration.

5.3 The parties agree that the Surrender is intended to extinguish any Native Title that may exist in relation to the Surrender Area.

5.4 The parties consent to the Lease and any Renewal.

5.5 To the extent that the Lease or Renewal is a Future Act, the parties acknowledge that the Non-Extinguishment Principle applies to the Lease or Renewal.



6. Freehold, Lease and Renewal

- 6.1 The parties acknowledge that the Freehold, the Lease and any Renewal are subject to the State being satisfied, in its absolute discretion, that the Freehold, the Lease and the Renewal are permitted under, and comply with, Queensland Law.
- 6.2 If Queensland Law provides for the exercise of discretion, or a decision to be made, in relation to the Freehold, the Lease or any Renewal, the Freehold, the Lease and the Renewal are subject to the discretion being exercised, or a decision being made.
- 6.3 To avoid any doubt, nothing in this ILUA, including the consents contained in clause 5, will act as an agreement, a fetter or an estoppel about the exercise of discretion or the making of a decision under Queensland Law in respect of the Freehold, the Lease or the Renewal.
- 6.4 The Native Title Parties agree that they and the Flamingo People will not object to the Surrender, the Freehold, the Lease or any Renewal or do, or omit to do, any act that may prevent or delay the Surrender, the Freehold, the Lease or any Renewal.

7. Benefits to Flamingo People

[Note: This clause may contain any benefits to be paid or provided to the Flamingo People in consideration for entering into this ILUA.]

8. Cultural Heritage

[Note: This clause may contain any matters agreed between the parties in relation to compliance with the *Aboriginal Cultural Heritage Act 2003*

9. Satisfaction of Compensation Entitlement

The Native Title Parties on their own behalf and on behalf of the Flamingo People agree that the benefits provided to the Flamingo People under this ILUA are:

- (a) in full and final satisfaction of any Compensation Entitlement; and
- (b) for the benefit of all Native Title Holders.

10. Indemnity

The Native Title Parties on their own behalf and on behalf of the Flamingo People agree that if a person other than the Native Title Parties or a member of the Flamingo People establishes that:

- (a) they hold Native Title in relation to the ILUA Area; and
- (b) they are entitled to payment of compensation from the State or the Proponent;

then each Native Title Party and each member of the Flamingo People will indemnify the State and the Proponent for the payment of any such compensation up to the amount of any payments paid or payable under this ILUA [Note: this may need different wording if the benefits are non-financial].

11. Release and Waiver

- 11.1 The Native Title Parties on their own behalf and on behalf of the Flamingo People release and discharge the State and the Proponent from all Claims in relation to the Surrender, the Freehold, the Lease and any Renewal, including the extinguishment of native title by the Surrender and any effect on Native Title of the Lease or any Renewal.
- 11.2 The Native Title Parties waive any rights the Native Title Parties or any of the Flamingo People may have to make any Claim against the State or the Proponent in relation to the Surrender, the Freehold, the Lease or any Renewal, including the Surrender and any effect on Native Title of the Lease or any Renewal.
- 11.3 This clause 11 may be pleaded as a complete bar to any Claim brought by any of the Native Title Parties or any member of the Flamingo People against the State or the Proponent in relation to the Surrender, the Freehold, the Lease or any Renewal, including the extinguishment of native title by the Surrender and any effect on Native Title of the Lease or any Renewal.



12. Registration of ILUA

- 12.1 The Proponent is authorised on behalf of the parties to apply to the Registrar in writing for this ILUA to be Registered.
- 12.2 The Native Title Parties must execute a statement on the terms contained in Schedule 3 and provide it and the statement marked "A" referred to in paragraph 3 of Schedule 3 to the Proponent upon execution of this ILUA.
- 12.3 The Native Title Parties must each promptly do all things necessary to assist this ILUA being Registered, including providing any Prescribed Documents to the Proponent upon request.

13. Goods and Services Tax

The Recipient of a Taxable Supply made under this ILUA must pay the GST on the Taxable Supply to the Supplier within 14 days of receiving a Tax Invoice for the Taxable Supply from the Supplier.

14. Dispute Resolution

- 14.1 A party claiming that a Dispute has arisen must give a Dispute Notice to the other parties within 5 Business Days after a Dispute arises.
- 14.2 Within 5 Business Days after the Receipt Date a representative of each party must discuss the Dispute and negotiate to resolve the Dispute.
- 14.3 If the Dispute is not resolved by the parties within 10 Business Days after the Receipt Date then any party may refer the dispute to the Land Court to mediate the Dispute.
- 14.4 Despite clauses 14.2 and 14.3, if the Dispute is not resolved within 25 Business Days after the Receipt Date then any party may take any action to resolve the Dispute including commencing court proceedings.

15. Notices

15.1 All notices given under this ILUA must be:

- (a) in writing; and
- (b) delivered or sent by prepaid post to the relevant party's address in Schedule 2; or
- (c) sent by facsimile to the relevant party's facsimile number in Schedule 2.

15.2 Subject to clause 15.3, notice given in accordance with clause 15.1 will be deemed to be given:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, three (3) Business Days after the date of posting; and
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming that the notice was transmitted in its entirety to the facsimile number of the relevant party.

15.3 If a notice is hand delivered or sent by facsimile on a day that is not a Business Day or after 5.00 pm on a Business Day it will be deemed to be given on the next Business Day at 9.00 am.

16. No Termination for Breach

The parties agree that no breach of the ILUA by any party will give to any other party a right to elect to terminate the ILUA, but that any party may exercise any other remedy available to it in respect of such breach.

17. Costs

17.1 Each party will pay its own costs of and incidental to the negotiation, preparation, execution of this ILUA and this ILUA being Registered.

17.2 The Proponent must pay any stamp duty payable on this ILUA in accordance with the provisions of the *Duties Act 2001* (Qld).



18. Legal Advice

The Native Title Parties represent and warrant that prior to executing this ILUA they and the Flamingo People have received independent legal advice on all aspects of this ILUA.

19. General

- 19.1 Each party must do all things reasonably necessary to give full effect to this ILUA.
- 19.2 The Proponent agrees not to transfer all or part of the Lease or any Renewal unless the transferee first executes a deed of covenant with the parties by which the transferee agrees to assume the obligations of the Proponent under this ILUA.
- 19.3 A right under this ILUA may only be waived in writing, executed by the party giving the waiver.
- 19.4 This ILUA can only be varied by written agreement executed by each party.
- 19.5 This ILUA may be executed in counterparts.
- 19.6 If part or all of any clause of this ILUA is void, illegal or unenforceable, that part may be severed from this ILUA and the remaining provisions of this ILUA continue in force.
- 19.7 This ILUA constitutes the entire agreement between the parties and supersedes any prior agreement between the parties.
- 19.8 This ILUA is governed by Queensland Law. Any proceedings arising from or in relation to this ILUA must be commenced in Queensland. To avoid any doubt, any such proceeding commenced in the Federal Court of Australia must be commenced in the Queensland District Registry.

Executed as a deed by the parties on the dates appearing below.

SIGNED SEALED and DELIVERED for and)

on behalf of the **STATE OF QUEENSLAND**)

by)

this day of 20)

in the presence of:)

.....)
(signature of witness)

.....)
(name of witness)

SIGNED SEALED and DELIVERED by)

JOHN ANDREW SMITH on his own behalf)
and on behalf of the Flamingo People)

this day of 20)

in the presence of:)

.....)
(witness)

SIGNED SEALED and DELIVERED by)

JOE SAMUEL JONES on his own behalf and)
on behalf of the Flamingo People)

this day of 20)

in the presence of:)

.....)
(witness)

.....
(signature)

.....
(signature)

.....
(signature)



SIGNED SEALED and DELIVERED by)
)
MARY VIOLET JONES on her own behalf and)
on behalf of the Flamingo People)

this day of 20)

in the presence of:)

.....)
(witness))

.....
(signature)

SIGNED SEALED and DELIVERED by)
)
SAMANTHA ANN LANDHOLDER)

this day of 20)

in the presence of:)

.....)
(witness))

.....
(signature)

SIGNED SEALED and DELIVERED by)
)
ALAN GEORGE LANDHOLDER)

this day of 20)

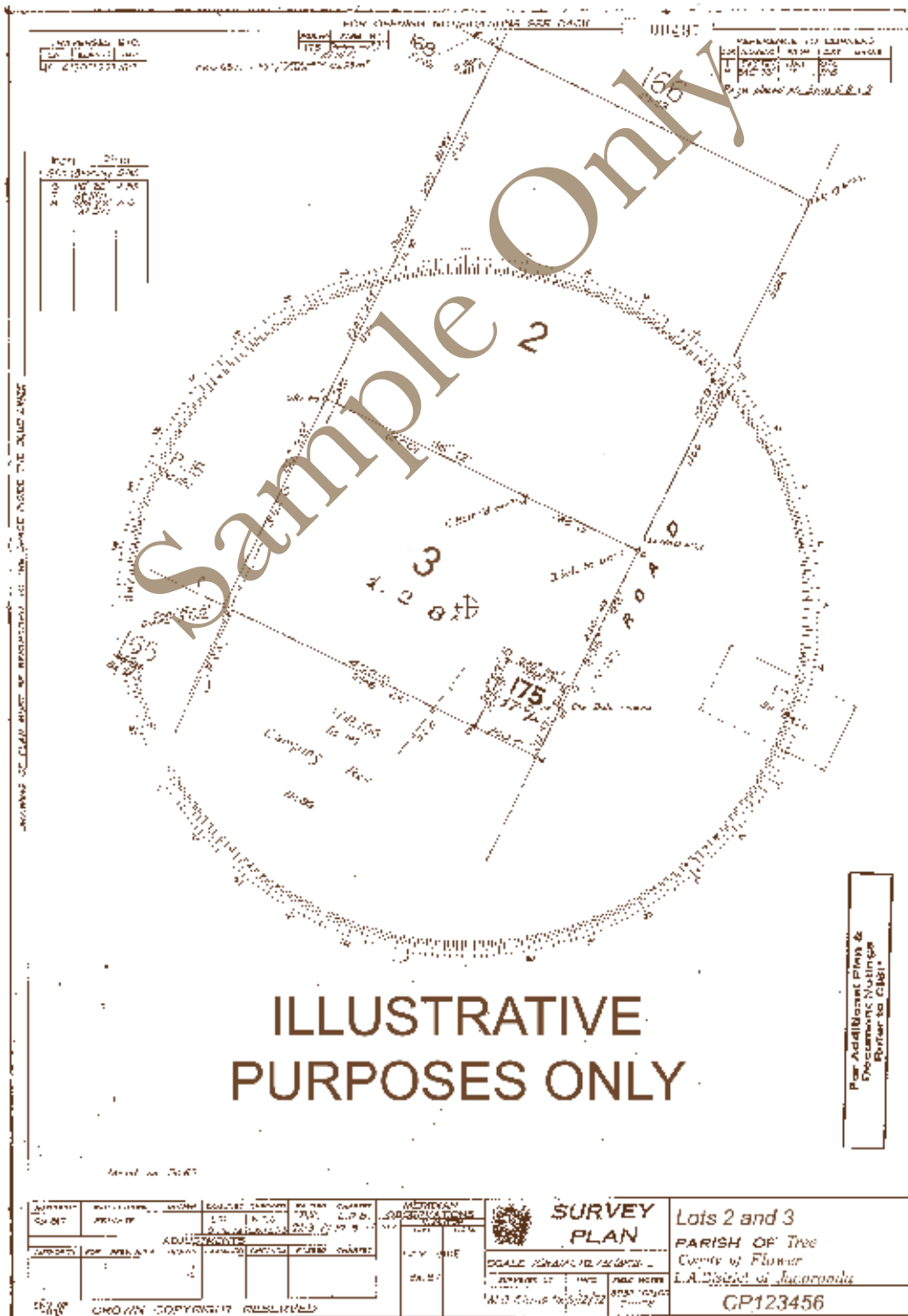
in the presence of:)

.....)
(witness))

.....
(signature)

Sample Only

**Schedule 1
ILUA Area**



Schedule 2

Notices

1. State

Address:

Postal Address:

Telephone:

Facsimile:

2. Native Title Parties

Address:

Postal Address:

Telephone:

Facsimile:

3. Proponent

Address:

Postal Address:

Telephone:

Facsimile:

Sample Only

Schedule 3

Statement by John Andrew Smith, Joe Samuel Jones and Mary Violet Jones

We the undersigned state:

1. We agree to Samantha Ann Landholder and Alan George Landholder applying in writing to the Native Title Registrar for the Flamingo People/Landholder Indigenous Land Use Agreement to be registered on the Register of Indigenous Land Use Agreements. This is a statement for the purpose of sub-regulation 7(2)(b) of the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cwlth).
2. Prior to executing the Flamingo People/Landholder Indigenous Land Use Agreement we informed Native Title Representative Body Aboriginal Corporation of our intention to execute the Flamingo People/Landholder Indigenous Land Use Agreement. This is a statement for the purpose of sub-regulation 7(4) of the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cwlth).
3. All reasonable efforts have been made, including consulting Native Title Representative Body Aboriginal Corporation, to ensure that all persons who hold or may hold native title in relation to land or waters in the area covered by the Flamingo People/Landholder Indigenous Land Use Agreement have been identified. All of the persons so identified have **authorised** the making of the Flamingo People/Landholder Indigenous Land Use Agreement. Attached to this document and marked "A" is a further statement setting out the grounds on which the Native Title Registrar should be satisfied that the requirements of section 24CG(3)(b) of the *Native Title Act* 1993 (Cwlth) have been met.

Note: Applications for registration of the ILUA must be made in accordance with the NTA and the Native Title (Indigenous Land Use Agreements) Regulations 1999. There will be additional documents and information which must accompany the application. In particular, a statement signed by the Proponent agreeing to the application being made will also be required.



SIGNED by)

John Andrew Smith on his own behalf and on)
behalf of the Flamingo People)

this day of 20)

in the presence of)

.....)
(witness))

.....)
(signature))

SIGNED by)

Joe Samuel Jones on his own behalf and on)
behalf of the Flamingo People)

this day of 20)

in the presence of)

.....)
(witness))

.....)
(signature))

SIGNED by)

Mary Violet Jones on her own behalf and on)
behalf of the Flamingo People)

this day of 20)

in the presence of)

.....)
(witness))

.....)
(signature))

Sample Only

Glossary

Term	Meaning
Application for registration	Application must be made to the Registrar to register the ILUA. The application form is available from the NNTT web site at <www.nntt.gov.au>. It lists the documents that must accompany the application. See Chapter 3.
Area agreement	<p>An area agreement is a type of ILUA meeting the requirements of sections 24CA to 24CL of the NTA. An area agreement is an agreement in relation to a particular area of land and or waters and can, for example, be about:</p> <ul style="list-style-type: none"> • the extinguishment of native title by its surrender to the state • allowing future acts to be done • validating previous invalid acts. <p>The content of an area agreement depends on the parties' needs and requirements.</p>
Authorisation or certification of an ILUA	<p>An application for registration of an ILUA must be accompanied by either a statement of:</p> <ul style="list-style-type: none"> (a) authorisation signed by all native title parties; or (b) certification from the NTRB or NTSP. <p>The statement provided by the native title parties must also indicate that their decision authorising the making of the ILUA was made either:</p> <ul style="list-style-type: none"> (a) according to their traditional decision-making processes; or (b) if they do not have such a process, according to a decision-making process that they agreed to and adopted for the making of the ILUA (NTA, s. 251A).
Dealing	The processing of an application for a grant or interest under the <i>Land Act 1994</i> . This could include an application to purchase a parcel of land as freehold, a lease application, or a range of other applications the grant of which may impact on any native title rights and interests that may continue to exist.
Department	The Department of Environment and Resource Management

Term	Meaning
Execute	When used in relation to a document, this means to sign the document.
Extinguishment	Native title may be extinguished by acts of the state (Crown) inconsistent with the continued exercise (or existence) of native title. This includes enactment of legislation, a grant of interest over land or waters, activities done under a grant of interest over land or waters. Native title can be extinguished only in accordance with the NTA.
Future act	<p>An activity or development on land and/or water that may affect native title by completely extinguishing it, or by being wholly or partly inconsistent with the continued existence, enjoyment or exercise of native title. Examples of future acts include:</p> <ul style="list-style-type: none"> • the grant of mining or exploration rights • the compulsory acquisition of native title • the grant of a term lease <p>if these acts affect native title.</p>
ILUA	An ILUA is a voluntary agreement about the use and management of an area of land or waters, made between one or more native title parties, and others. A registered ILUA is legally binding on the people who are party to the agreement, and all native title holders (and their successors) for that area. The acronym ILUA is used to refer to an Indigenous land use agreement (area agreement).
ILUA area	The area of land or water to which the ILUA relates.
ILUA Register	Register of ILUAs, maintained by the Registrar
ILUA Regulations	Native Title (Indigenous Land Use Agreements) Regulations 1999
Land Court	The Land Court of Queensland is a specialist judicial body established under the <i>Land Court Act 2000</i> (Qld). The Land Court deals with disputes about certain land management issues. The Land Court's functions may include mediating, making recommendations, and making decisions about registered ILUAs where the state is a party. The state must be a party to the ILUA in order to refer the matter to the Land Court.

Term	Meaning
NTA	The <i>Commonwealth Native Title Act 1993</i> or NTA. The Commonwealth passed the NTA to provide for the recognition and protection of native title.
NNTR	National Native Title Register, maintained by the Registrar
NNTT	The National Native Title Tribunal or NNTT is the independent body established under the NTA to assist people to resolve native title issues. It can assist parties negotiate ILUAs. Visit the NNTT web site at <www.nntt.gov.au>.
Native title	The rights and interests of Aboriginal and Torres Strait Islander people in land and waters according to their traditional laws and customs, that are recognised under Australian law.
Native title claim	See native title determination application below.
Native title claim group	Under NTA s. 253, native title claim group means: <ul style="list-style-type: none"> (a) in relation to a claim in an application for a determination of native title made to the Federal Court—the native title claim group mentioned in relation to the application in the table in subsection 61(1); or (b) in relation to a claim in an application for an approved determination of native title made to a recognised state/territory body—the person or persons making the claim, or on whose behalf the claim is made.
Native title determination application/claim	An application for the legal recognition of the rights and interests held by Indigenous Australians over a particular area of land or waters according to traditional laws and customs. Native title determination applications are filed in the Federal Court of Australia. The Court ultimately decides whether native title exists or not by making a determination of native title. Native title determination applications are often referred to as native title claims.

Term	Meaning
Native title group	The native title group with respect to an ILUA is different from the native title claim group as described above. The native title claim group is the group on whose behalf a native title claim is made and may be a very large group of people. For an ILUA, the native title group is made up of specific people who must be a party to an ILUA. In this document and in the Sample ILUA those people are referred to as the native title parties (see below).
Native title holder	The native title holder is the person or persons who hold the native title. After a determination of native title the prescribed body corporate (PBC) will be registered on the NNTR. It is then called a registered native title body corporate. If that corporation holds native title on trust, it is then the native title holder.
Native title party	The native title party or parties to your ILUA must include all members of the relevant native title group as set out in s. 24CD of the NTA. If there is a determination of native title or a registered native title claim for any part of the ILUA area, then the native title parties must include the registered native title body corporate and any registered native title claimants. If there is no determination or registered claim for the whole or any part of the ILUA area, then the native title party may be any person who claims to hold native title or the NTRB.
Native Title Representative Body (NTRB), Native Title Service Provider (NTSP)	An NTRB and NTSP are regional organisations appointed by the Commonwealth Minister responsible for the NTA, to represent Indigenous Australians in native title issues in a particular region. These bodies provide native title services to persons who hold or may hold native title in their area or part of their area, and registered native title bodies corporate who represent those native title holders. Details of NTRBs can be found at < www.ntrb.net >.
Non-extinguishment principle	Where the non-extinguishment principle applies, NTA s. 238 provides that a future act does not extinguish the native title, but instead suppresses the native title to the extent of the inconsistency. Where an act or its effects are later wholly removed or otherwise wholly cease to operate, the native title rights and interests again have full effect.

Term	Meaning
Prescribed body corporate (PBC)	Under the NTA, native title holders who have a determination of native title must establish a body to represent them as a group and manage their native title rights and interests. This body is called the 'prescribed body corporate' (PBC). In some cases the PBC will actually hold the native title on trust. After the native title claim has been determined, the PBC is entered onto the NNTT Register as a registered native title body corporate.
Prescribed documents	These are the documents that must accompany an application for an ILUA. Under s. 24CG(2) of the NTA, the application must be accompanied by a copy of the ILUA and any other documents or information prescribed by the regulations.
Proponent	The party who makes application to the state for the dealing.
Register extract	A document produced by the NNTT that sets out the registration test details for a particular native title determination application. It is here that you will find the list of all the registered native title claimants who must be parties to the ILUA. Use only the most current register extract from the NNTT. N.B. this register is different from that used to record ILUAs.
Register of Indigenous land use agreements	The Register of Indigenous land use agreements (or register) is the register under the control of the Registrar where all registered ILUAs are recorded. An ILUA must be registered by the NNTT before the state can rely upon it to carry out a dealing. The register does not contain a copy of the ILUA, but it does provide limited details including: the name of the ILUA, the type of ILUA, the subject matter, the local government area and the registration date. The register can be searched at <www.nntt.gov.au>. Also, refer to Chapter 3.
Register of native title claims	The register of native title claims is maintained by the Registrar.
Registered native title body corporate	See 'Prescribed body corporate'.

Term	Meaning
Registered native title claimants	Those native title claimants who have lodged a native title claim in the Federal Court of Australia, which appears on the Register of native title claims. The NTA sets out the procedural rights to be afforded to the registered native title claimants for future acts. The registered native title claimants bring the claim on behalf of the native title claim group (see previous).
Registrar	The Native Title Registrar, from the NNTT, has the statutory function under the NTA of deciding whether or not an ILUA is to be registered.
Registration of an ILUA	One party to the ILUA should be nominated to apply to the Registrar to register the ILUA. They must forward the ILUA and accompanying documents, together with the application form, to the Registrar, who checks all the documents to ensure they comply with the NTA and ILUA Regulations. If necessary, the Registrar will seek clarification from the nominated party. If the documents comply, the Registrar will initiate the three-month notification process. The Registrar must consider any objections lodged in response to the notification before deciding whether to register the ILUA. See Chapter 3.
Surrender of native title	Surrender of native title means that the native title holders agree to give up their native title rights and interests in the proposed dealing area. Once surrendered, any native title rights and interests are lost forever.

