



THIRTY-NINTH PARLIAMENT

REPORT 20
STANDING COMMITTEE ON PUBLIC
ADMINISTRATION
INQUIRY INTO PASTORAL LEASES IN WESTERN
AUSTRALIA

Presented by Hon Liz Behjat MLC (Chairman)

April 2014

STANDING COMMITTEE ON PUBLIC ADMINISTRATION

Date first appointed:

17 August 2005

Terms of Reference:

The following is an extract from Schedule 1 of the Legislative Council Standing Orders:

“5. Public Administration Committee

5.1 *A Public Administration Committee* is established.

5.2 The Committee consists of 5 members.

5.3 The functions of the Committee are to –

(a) inquire and report on –

(i) the structure, efficiency and effectiveness of the system of public administration;

(ii) the extent to which the principles of procedural fairness are embodied in any practice or procedure applied in decision making;

(iii) the existence, adequacy, or availability, of merit and judicial review of administrative acts or decisions;

(iv) any Bill or other matter relating to the foregoing functions referred by the Council;

and

(b) consult regularly with the Parliamentary Commissioner for Administrative Investigations, the Public Sector Commissioner, the Information Commissioner, the Inspector of Custodial Services, and any similar officer.

5.4 The Committee is not to make inquiry with respect to –

(a) the constitution, functions or operations of the Executive Council;

(b) the Governor’s Establishment;

(c) the constitution and administration of Parliament;

(d) the judiciary;

(e) a decision made by a person acting judicially;

(f) a decision made by a person to exercise, or not exercise, a power of arrest or detention; or

(g) the merits of a particular case or grievance that is not received as a petition.”

Members as at the time of this inquiry:

Hon Liz Behjat MLC (Chairman)

Hon Darren West MLC (Deputy
Chairman)

Hon Jacqui Boydell MLC

Hon Nigel Hallett MLC

Hon Amber-Jade Sanderson MLC

Staff as at the time of this inquiry:

Dr Julia Lawrinson (Advisory Officer)

Ms Lauren Mesiti (Committee Clerk)

Address:

Parliament House, Perth WA 6000, Telephone (08) 9222 7222

lcco@parliament.wa.gov.au

Website: <http://www.parliament.wa.gov.au>

ISBN 978-1-922047-68-7

Government Response

This Report is subject to Standing Order 191(1):

Where a report recommends action by, or seeks a response from, the Government, the responsible Minister or Leader of the House shall provide its response to the Council within not more than 2 months or at the earliest opportunity after that time if the Council is adjourned or in recess.

The two-month period commences on the date of tabling.

ABBREVIATIONS

BJD	Bovine Johne's disease
CEO	Chief Executive Officer. The principal officer of a government department under the Public Sector Management Act 1994. Often referred to as the Director General of a department.
DAFWA	Department of Agriculture and Food WA. Previously the Department of Agriculture
DoL	Department of Lands
DoW	Department of Water
DPAW	Department of Parks and Wildlife. Its functions include some of those formerly exercised by CALM (Conservation and Land Management) and DEC (Department of Environment and Conservation)
DRDL	Department of Regional Development and Lands. Split into Department of Regional Development and Department of Lands on 30 June 2013.
DRD	Department of Regional Development
ILUA	Indigenous Land Use Agreement
LAA	Land Administration Act 1997 (WA)
LCD	Land Conservation District
NTA	Native Title Act 1993 (Cth)
PGA	Pastoralists and Graziers Association
PLB	Pastoral Lands Board
PMS	Pastoral/Photographic Monitoring Sites
RCA	Rangeland Condition Assessments (used until 2009)
RCM	Rangeland Condition Monitoring – a self-monitoring system to be implemented from 2015
RSPCA	Royal Society for the Prevention of Cruelty to Animals
WARMS	Western Australian Rangeland Monitoring System – provides information on rangelands condition on a regional scale

CONTENTS

GOVERNMENT RESPONSE

ABBREVIATIONS

FINDINGS AND RECOMMENDATIONS	i
FINDINGS AND RECOMMENDATIONS	i
CHAPTER 1 REFERENCE AND PROCEDURE	1
CHAPTER 2 BACKGROUND TO THE INQUIRY.....	3
PASTORAL LAND MANAGEMENT IN WESTERN AUSTRALIA	3
CHAPTER 3 PROCEDURES FOR GRANTING OR RENEWING PASTORAL LEASES AND THE DRAFT PASTORAL LEASE.....	5
OVERVIEW	5
GOVERNMENT DEPARTMENTS MANAGEMENT OF THE LEASE RENEWAL PROCESS	5
THE DRAFT LEASE ISSUED TO PASTORALISTS IN JULY 2013	8
The new provisions in the draft lease.....	9
Termination provisions.....	10
Contamination, pollution and environmental harm.....	11
Indemnifying the state	12
DEPARTMENTAL CONSULTATION WITH PASTORALISTS BEFORE JULY 2013	12
Opportunities for pastoralists to provide feedback on the draft lease	16
THE COMMUNICATION MANAGEMENT STRATEGY	18
Contentious aspects of the lease: what did the Directors General know?.....	20
Response of pastoralists following the release of the draft lease in July 2013	23
LEGAL PROFESSIONAL PRIVILEGE AND PARLIAMENTARY PRIVILEGE	24
Background	24
Claims of legal professional privilege relating to documents requested by parliamentary committees	25
CONSULTATION AND THE PUBLIC SECTOR	27
CHAPTER 4 MANAGEMENT OF THE INCREASE IN THE NUMBER OF STOCK AND ENVIRONMENTAL DAMAGE ON PASTORAL LAND	31
STOCK NUMBERS ON PASTORAL LANDS	31
ENVIRONMENTAL DAMAGE ON PASTORAL LANDS	33
Assessment of the condition of pastoral lands	35
Feral Animals: A Threat to the Viability of Pastoralism in Western Australia	37
CHAPTER 5 OTHER MATTERS.....	39
DIVERSIFICATION	39
THE NATIVE TITLE ACT AND PASTORAL LEASES.....	42
Indigenous Land Use Agreements (ILUAs).....	43

APPENDIX 1 THE SHAVE LETTER.....	45
APPENDIX 2 DRAFT LEASE DISTRIBUTED JULY 2013	47
APPENDIX 3 DRAFT COMMUNICATION MANAGEMENT STRATEGY.....	63
APPENDIX 4 COVERING LETTER TO PASTORALISTS JULY 2013.....	77
APPENDIX 5 STAKEHOLDERS INVITED TO MAKE A SUBMISSION; SUBMISSIONS RECEIVED; PUBLIC HEARINGS	79

FINDINGS AND RECOMMENDATIONS

FINDINGS AND RECOMMENDATIONS

- 1 Findings and recommendations are grouped as they appear in the text at the page number indicated:

Page 8

Finding 1: The Committee finds that the 1997 letter from Hon Doug Shave was regarded by pastoralists and their financiers as a guarantee of renewal on the same terms and conditions of the existing lease.

Page 8

Finding 2: The Committee finds that the Director General of the Department of Regional Development and Lands should have been aware of the Shave letter and its implications for pastoralists.

Page 9

Finding 3: The Committee is satisfied from public and private evidence that there was a significant breakdown in communication within the Department of Regional Development and Lands.

Page 11

Finding 4: The Committee finds that the draft lease's provision regarding termination for animal welfare breaches did not specify a threshold for 'action taken.' This, plus the language used in the provision, suggested that it was available to the Minister to take a punitive approach to animal welfare issues, which is at odds with existing statutory provisions.

Page 11

Finding 5: The Committee finds that the Department of Regional Development and Lands could easily have added less onerous and more transparent provisions, including natural justice provisions, which would have been consistent with a lease that was intended to reflect modern administrative practices.

Page 12

Finding 6: The Committee finds that the Director General of the Department of Regional Development and Lands did not contemplate the anxiety the insertion of the termination provisions in the draft lease would produce in pastoralists.

Page 14

Finding 7: The Committee finds that there is no recorded mention in the Pastoral Lands Board minutes of the provisions in the lease which later caused discontent among pastoralists.

Page 15

Finding 8: The Committee finds that the Pastoral Lands Board should have put its concerns about the draft lease in writing.

Page 15

Finding 9: The Committee finds that the Department of Regional Development and Lands should have sought written feedback about the draft lease from the Pastoral Lands Board.

Page 18

Finding 10: The Committee finds that if the Department of Lands was genuinely seeking feedback on the draft, the Department should have articulated this in clear and unequivocal language.

Page 18

Finding 11: The Committee finds that given the commercial significance of the new draft lease, and the economic and environmental importance of pastoralism to Western Australia, the Minister for Lands should have signed the letter attached to the draft lease sent to pastoralists. This also would have provided consistency with previous correspondence on pastoral leases over several governments.

Page 20

Finding 12: The Committee finds that if the content of the draft Communications Management Strategy had been properly scrutinised and signed off by executive management in the Department of Regional Development and Lands, it is possible that the distress and anxiety created by the release of the draft lease could have been avoided.

Page 21

Finding 13: The Committee finds that pastoralists were led to believe that there were not going to be significant changes to the lease made by the Department of Regional Development and Lands. This would have sat comfortably with the expectations they already held as a result of the Shave letter.

Page 21

Finding 14: The Committee finds that the Department of Regional Development and Lands focussed on rangelands reform when consulting with pastoralists in the regions. The Committee acknowledges that this is an area of ongoing concern for pastoralists.

Page 21

Finding 15: The Committee finds that the Department of Regional Development and Lands had a large workload in relation to pastoral leases and associated issues. For instance, there were significant resources directed toward resolving some 600 outstanding compliance notices, which would have impacted on lease renewals in 2015.

Page 21

Finding 16: The Committee finds that there should have been a distinct consultation process with pastoralists in relation to the 2015 lease renewal.

Page 23

Finding 17: The Committee finds that a more thorough consultation process with pastoral lessees would have enabled the Department of Regional Development and Lands to be informed of the contentious aspects of the draft lease before it was disseminated.

Page 24

Finding 18: The Committee is not satisfied with how Department of Lands and its predecessor the Department of Regional Development and Lands communicated the contents of the draft lease with stakeholders.

Page 24

Finding 19: The Committee finds that if the Department of Lands and the Department of Regional Development and Lands had meaningfully consulted with stakeholders, the anxiety experienced by many pastoralists could have been avoided.

Page 27

Recommendation 1: The Committee recommends that legal departments and Directors General note that claims of legal professional privilege do not apply to documents called for by parliamentary committees.

Page 28

Finding 20: The Committee cannot offer a legal interpretation of s 103 of the *Land Administration Act 1997*. Regardless of legal requirements, however, modern standards of public administration suggest that consultation is essential to good governance.

Page 28

Finding 21: The Committee finds that meaningful consultation would have saved pastoralists, Department of Lands, the State Solicitor's Office and the Government of Western Australia a great deal of time and expense.

Page 28

Finding 22: The Committee finds that a lack of consultation may or may not lead to a decision being legally invalid, but it does damage to the perception of the public sector and ongoing relations between stakeholders and the public sector.

Page 29

Recommendation 2: The Committee recommends that detailed information should be sought by departmental decision makers to ensure their decisions are made not only legally but also fairly.

Page 29

Recommendation 3: The Committee recommends that the Department of Lands should immediately commence meaningful and transparent consultation with the pastoral industry to resolve outstanding issues in relation to the 2015 lease, and that the Minister representing the Minister for Lands in the Legislative Council advise the House on progress within three months of the tabling of this Report.

Page 29

Recommendation 4: The Committee recommends that the Minister needs to take carriage of any lease renewal process with appropriate lines of communication through the department and with industry.

Page 33

Finding 23: The Committee finds that it is satisfied that there has been no overall increase in stock numbers on pastoral lands in Western Australia, despite some localised variations.

Page 36

Finding 24: The Committee recognises the value of the scientific environmental assessments carried out by Department of Agriculture and Food and equivalent agencies.

Page 37

Finding 25: The Committee finds that there should be continuous communication between Department of Agriculture and Food and pastoralists on assessments as they are being compiled. Department of Agriculture and Food should institute a formal mechanism for noting and responding to pastoralists' critiques of Department of Agriculture and Food reports.

Page 38

Finding 26: The Committee finds that given the extent of the impact of feral animal activity on pastoralism, it is appropriate for government to take a proactive and cooperative role in controlling feral animals.

Page 40

Finding 27: The Committee finds that the Pastoral Land Board's change of approach to diversification permits is effective in improving their administration.

Page 40

Finding 28: The Committee acknowledges that the Pastoral Land Board is not able to guide the policy and decision making of other departments.

Page 41

Recommendation 5: The Committee recommends that, as activities under diversification permits can represent a large investment from pastoralists, the Department of Lands should investigate whether diversification permits can be either attached to the lease, or transferred to the next purchaser. This would mean that diversification permits would become an asset.

Page 42

Recommendation 6: The Committee recommends that the Government should investigate ways of accommodating third party investment in activities allowed by diversification permits.

CHAPTER 1

REFERENCE AND PROCEDURE

1 REFERENCE

Inquiry pursuant to Standing Order 179

- 1.1 At a regularly conducted meeting of the Standing Committee on Public Administration (the Committee) held on 7 August 2013, it was resolved to initiate an inquiry into:

Pastoral leases granted to the pastoral industry in Western Australia and, in particular;

- a. management of the increase in the number of stock and environmental damage on pastoral land;
- b. the adequacy of security of land tenure;
- c. procedures for granting or renewing pastoral leases;
- d. the proposed pastoral lease 2015; and
- e. any other matter.

- 1.2 On 8 August 2013, the Committee notified the Legislative Council of the self-initiated inquiry pursuant to Standing Order 179(2). This was done by way of Report 17 of the Standing Committee, which is available on the Committee's website.

CHAPTER 2

BACKGROUND TO THE INQUIRY

2 PASTORAL LAND MANAGEMENT IN WESTERN AUSTRALIA

- 2.1 The Government of Western Australia has been issuing leases of Crown land to pastoralists since the 1850s.¹ Today, there are more than 500 pastoral leases which cover nearly 35 per cent of Western Australia.²
- 2.2 The present inquiry was initiated by the Public Administration Committee to examine the two broad areas affecting pastoralists: issues surrounding the 2015 pastoral lease, which is the responsibility of the Department of Lands (DoL); and the management of fluctuations in stock numbers and the impact on pastoral lands, which largely falls under the jurisdiction of the Department of Agriculture and Food (DAFWA) and the Pastoral Land Board (PLB).
- 2.3 All pastoral leases in Western Australia expire on 30 June 2015. There are 492 leases eligible for renewal as a result of pastoralists accepting ‘*a conditional offer for a new lease*.’³ The Department of Lands (DoL) issued a draft lease in July 2013, and accepted comment on the lease until 18 October 2013. The final draft of the lease will be released in late 2014, and will come into effect on 1 July 2015.⁴ The content of the draft lease caused a great deal of comment, frustration and anxiety among pastoralists. The actions of current and former government departments which lead to this response is the primary focus of this report.
- 2.4 The second focus of the report is on long term concerns regarding the health of pastoral lands. The environmental condition of pastoral lands varies from region to region, and depends on a range of factors, including drought, the type and number of animals grazed and the level of feral animals and pest weeds. Unexpected events like the suspension of the live cattle trade to Indonesia and the suspected outbreak of bovine Johne’s disease (BJD) can have the effect of temporarily elevating stock numbers.⁵ Issues such as fire management also have an impact on pastoral land health, especially in the Kimberley.

¹ Submission No 29 from Department of Lands, 27 September 2013, p22.

² <http://www.lands.wa.gov.au/Pastoral-Leases/Pastoral-Lands-Board/Pages/default.aspx>, (viewed on 25/10/2013).

³ Submission No 32 from Pastoral Lands Board, 27 September 2013, np.

⁴ Submission No 29 from Department of Lands, 27 September 2013, p79.

⁵ <http://www.abc.net.au/news/2013-08-14/nrn-bjd-bulls-in-wa/4886874>, (viewed on 25/10/2013).

- 2.5 The Committee is aware that there are other areas of concern facing pastoralists. After investigation, the Committee feels that some of these areas, such as tenure reform, are being adequately addressed by the Department of Regional Development (DRD). The Committee also notes concern about increases in rent and associated increases in shire rates among pastoralists. Other areas are briefly canvassed in the final chapter of this report.
- 2.6 The Committee acknowledges and thanks the pastoralists and others who met with the Committee, particularly during its travel to regional areas.

CHAPTER 3

PROCEDURES FOR GRANTING OR RENEWING PASTORAL LEASES AND THE DRAFT PASTORAL LEASE

3 OVERVIEW

- 3.1 All pastoral leases in Western Australia expire on 30 June 2015. Successive government departments have been working on the lease renewal process since 1990. A new draft lease was presented to pastoralists in July 2013. This draft lease included new provisions that were quite different to existing lease provisions, particularly regarding termination.
- 3.2 The high level of dissatisfaction from pastoralists with the draft lease suggests serious flaws with the way the Department of Lands (DoL) and the former Department of Regional Development and Lands (DRDL) handled the process of drafting new lease conditions, and communicated the changed lease conditions to pastoralists. Most of the pastoralists the Committee met in the regions believed they had already been offered renewal on the same terms as their previous lease in 1997.⁶
- 3.3 Concern about the terms of the new draft lease impacted some pastoralists directly, and the Committee received evidence that some banks were concerned particularly with the termination provisions, and would only perform limited reviews of loans.⁷
- 3.4 It has also caused significant distress to many pastoralists who perceived that they were being presented with a draft without the opportunity to negotiate what they viewed as unfavourable or unfair changes to the existing lease.

GOVERNMENT DEPARTMENTS MANAGEMENT OF THE LEASE RENEWAL PROCESS

- 3.5 The repealed *Land Act 1933*⁸ set the procedures and timing regarding renewal of pastoral leases. The lease renewal process has been underway since at least 1990, when the then-Minister for Lands, Hon Kay Hallahan MLC, wrote to 23 lessees advising that their leases were not going to be renewed.⁹ The stages relevant to this Inquiry are set out below:

⁶ See, for example, Mark Forrester, Owner/manager, Kanandah Station, *Transcript of Evidence*, 4 November 2013, p2; Peter Camp, Owner/Manager, Kalyeeda Station, *Transcript of Evidence*, 7 November 2013, p6.

⁷ Wendy Brockhurst, Partner, Larrawa Station, *Transcript of Evidence*, 7 November 2013, p2; Digby Corker, Owner, Red Hill Station, *Transcript of Evidence*, 6 November 2013, p4.

⁸ Repealed on 30 March 1998.

⁹ See submission No 29 from Department of Lands, 27 September 2013, p37.

Date	Event
13 June 1995	Minister George Cash invited lessees to apply to him by 31 December 1995 if they wished their leases to be renewed beyond 2015. Of the 537 eligible leases, all but 32 lessees applied for a renewal.
24 December 1997	Minister Doug Shave wrote to the 505 lessees who had applied for lease renewal in 1995 to advise that their leases would be renewed in 2015, subject to a number of conditions (see below).
2000	The <i>Land Administration Amendment Act 2000</i> was passed, allowing for a further offer of renewal to the 32 leases who did not apply for renewal in 1995 and the 11 that did not respond to the 1997 Shave offer, and to provide an early identification of exclusions from pastoral leases.
December 2002	Minister Alannah MacTiernan wrote to all pastoral lessees affected by proposed exclusions for public purposes at the time of lease renewal in 2015.
July 2013	The Manager, Pastoral Lands, Department of Lands wrote to pastoral lessees attaching a new draft lease.

- 3.6 It is necessary to highlight the letter which was sent to pastoralists in December 1997 from Doug Shave, former Minister for Lands, ('the Shave letter'), as part of the lease renewal process, as this played a significant role in establishing expectations of lease renewal among pastoralists (see Appendix 1). It read:

RE: PASTORAL LAND TENURE

You will recall in 1995 the then Minister for Lands, the Hon George Cash wrote to you advising that under the Land Act, lessees may apply to the Minister for Lands during 1995 as to the future of their lease beyond the current expiry date of 30 June 2015.

As you applied during 1995, I am now in a position to advise that your lease will be renewed in 2015 subject to:

- 1. compliance with lease conditions, including stocking requirements and maintenance of infrastructure, at the time of expiry on 30 June, 2015;*
- 2. there being no Soil Conservation Notices or other orders by the Soil and Land Conservation Commissioner in force;*

3. there being no unfulfilled requirements of the Soil and Land Conservation Commissioner and/or the Pastoral Lands Board in relation to observance of lease conditions under the Soil and Land Conservation Act and the Land Administration Act; and

4. exclusion of areas from the existing lease that may be required for public works, conservation, national park, nature reserve or other Government purposes.

5. the annual lease rental for the lease up to 30 June 2015 will apply to the renewed lease. The rental review for the lease up to 30 June 2015 will apply to the renewed lease. The rental review period for the renewed lease will continue to apply every five years in accordance with section 123(4) of the LAA.

The next rent review for the renewed lease will be on 1 July 2019.

This offer is made in accordance with sections 98(11)(b) and (c) of the Land Act and you may accept the offer at any time within one year from the date of this letter. If you do not accept this offer within this period, the offer will lapse and be void.

Yours sincerely

Doug Shave MLA

Minister for Lands; Fair Trading; Parliamentary and Electoral Affairs

- 3.7 This letter was regarded by pastoralists – and their banks – as a guarantee of renewal of their leases in 2015, subject to the conditions it contained. The letter did not foreshadow the insertion of terms and conditions different to the terms and conditions of the existing lease. On this basis, pastoralists believe they had been made an offer of lease renewal by the Government, and had accepted that offer.
- 3.8 The Committee cannot offer a legal opinion in relation to the Shave letter. However, the letter created an expectation among pastoralists that they had certainty of renewal of their leases on the same terms as the current lease. One pastoralist expressed the views of many when she said:

The fact of the matter is that we have been offered the new lease based on five conditions we were told we had to be compliant with. We have had no excisions and we were offered the new lease. We were not told at any point in

*the last 10 years that when the new lease agreement came up there would be a whole set of new factors or points in there that we would have to agree to which are not currently in the land act.*¹⁰

Finding 1: The Committee finds that the 1997 letter from Hon Doug Shave was regarded by pastoralists and their financiers as a guarantee of renewal on the same terms and conditions of the existing lease.

3.9 Also of concern to the Committee is that Paul Rosair, who was the Director General of the former DRDL and who had carriage of the lease renewal process from 2009 until 1 July 2013 when the department was split, was unaware of the Shave letter and, by extension, its implications for pastoralists.¹¹ Based on the evidence consistently provided to the Committee, the letter was of fundamental importance to pastoralists, and it is therefore of great concern to the Committee that the public servant heading the lease renewal process was unaware of it during the drafting of the proposed 2015 lease.

3.10 If the Director General had been informed of the Shave letter's existence and significance to pastoralists, the subsequent process for drafting and issuing a draft lease in July 2013 might have been handled differently. In particular, there may have been more regard paid to the legitimate expectations held by pastoralists that the new lease would not contain any significant changes, and certainly no changes that they saw as detrimental to their interests.

Finding 2: The Committee finds that the Director General of the Department of Regional Development and Lands should have been aware of the Shave letter and its implications for pastoralists.

THE DRAFT LEASE ISSUED TO PASTORALISTS IN JULY 2013

3.11 In its submission to this Inquiry, DoL stated that the current pastoral leases were 'out dated' due to 'changes in the administration of pastoral leases on Crown land in Western Australia' and 'commercial business practices.'¹² The chief component of these commercial business practices, based on an assessment of the items inserted into the draft lease, concern risk mitigation.

¹⁰ Robyn Richardson, Mt Florance Station, *Transcript of Evidence*, 6 November 2013, p5.

¹¹ Paul Rosair, Director General, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p7.

¹² Submission No 29 from Department of Lands, 27 September 2013, p80.

3.12 DoL identified the risks requiring mitigation as:

- a) environmental concerns such as contamination and pollution;*
- b) insurance and indemnity provisions;*
- c) public scrutiny with respect to animal welfare issues within the State;*
- d) a pastoralist becoming bankrupt;*
- e) a pastoralist being a company ceasing to carry on business or going into liquidation.¹³*

3.13 The legal unit in DRDL received instructions to begin drafting the new lease in approximately 2009. Evidence received by the Committee suggests that the legal team was aware from the outset that there were provisions to be added to the new draft lease that went beyond the old lease.

3.14 Mr Rosair believed that the new lease was being drafted '*on the same general terms and conditions that were in place prior to 2015.*'¹⁴ Any changes to the lease conditions were, in his view, intended merely '*to make them more contemporary, easier to manage, easier to administer, and addressing some of the administrative flaws in the past.*'¹⁵

Finding 3: The Committee is satisfied from public and private evidence that there was a significant breakdown in communication within the Department of Regional Development and Lands.

The new provisions in the draft lease

3.15 There were many changes in the draft lease issued to pastoralists in July 2013 compared to the existing lease. However, there were only three areas that concerned most pastoralists: termination; pollution and environmental harm; and indemnifying the state. These will be considered in turn.

¹³ Submission No 29 from Department of Lands, 27 September 2013, p80.

¹⁴ Paul Rosair, Director General, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p3.

¹⁵ Ibid. at p4.

Termination provisions

- 3.16 These were the provisions that caused most concern to pastoralists. These can be found at proposed clause 11.2 of the draft lease. (See Appendix 2.)
- 3.17 DoL advised the Committee that there were three categories of termination provision in the new lease.
- 3.18 The first category, which related to non-payment of rent, was identical to the provisions in the current lease. This caused no issue among pastoralists.
- 3.19 The second category of termination provisions, relating to bankruptcy, caused a great deal of concern for pastoralists and their banks. General Counsel at DoL conceded that the Department had not '*contemplated the ability for leases that were under receivership ... to be transferred to somebody else as purchaser*' under existing LAA (*Land Administration Act 1997*) provisions.¹⁶ She acknowledged the mistake of the department in inserting these provisions.
- 3.20 The third category of termination provisions concerned animal welfare. The draft provision at 11.2(a)(iii) stated that a Lease may be terminated by the Lessor '*immediately if any rights are exercised, or if any action is commenced under the Animal Welfare Act 2002 concerning animals on the Land or in the care of the Lessee.*'
- 3.21 The justification for the insertion of this provision was that it was:

*borne out of lessons learned within the last 10 to 12 years ... where a lease had significant animal welfare issues on it, but under the terms of the LAA the Minister had no ability to call the lessee to account because the Animal Welfare Act is the responsibility of the RSPCA. In that situation charges were laid and ultimately dropped ... [T]he industry ... had an expectation that the Minister, as the landlord, would be able to do something, but he had no powers to do anything. The fundamental purpose of the pastoral lease is pastoralism and the raising and grazing of animals. Based on that experience it was considered that the Minister needed to have some power if there were significant animal welfare issues.*¹⁷

- 3.22 However, the situation where a person could have their lease terminated for an act they had not been found guilty of under the existing provisions of the *Animal Welfare Act 2002* caused anxiety for pastoralists. A number of pastoralists cited situations where well-meaning but misinformed observers had reported animal welfare issues to

¹⁶ Sandra Eckhert, General Counsel, Department of Lands, *Transcript of Evidence*, 20 November 2013, p3.

¹⁷ Ibid. at pp3-4.

the RSPCA, such as a ewe dying while giving birth.¹⁸ While the RSPCA had been satisfied that there was no risk to animal welfare, the examples demonstrated how easily the termination provisions could be triggered, as the clause merely refers to ‘*any action taken*’, without specifying a threshold for such action. There is also no definition provided in the lease for ‘*action taken*.’

Finding 4: The Committee finds that the draft lease’s provision regarding termination for animal welfare breaches did not specify a threshold for ‘action taken.’ This, plus the language used in the provision, suggested that it was available to the Minister to take a punitive approach to animal welfare issues, which is at odds with existing statutory provisions.

- 3.23 In relation to the termination provisions in general, no natural justice provisions were written into the lease. While DoL felt that the procedures in the LAA were sufficient, the LAA appeal mechanism is limited to an appeal to the Minister once a forfeiture notice has been delivered, under s 35 of the LAA, or to the Governor under Part 3 of the LAA.

Finding 5: The Committee finds that the Department of Regional Development and Lands could easily have added less onerous and more transparent provisions, including natural justice provisions, which would have been consistent with a lease that was intended to reflect modern administrative practices.

Contamination, pollution and environmental harm

- 3.24 The second area mentioned by pastoralists involved proposed clause 7.1 in the draft lease, which related to contamination, pollution and environmental harm. Pastoralists were concerned about their inability to control the activities of third parties on their vast landholdings, and that they would be deemed responsible for activity that they did not authorise or control. The provision at 7.1(a)(iii), regarding pastoralists’ obligations to remediate any contamination, pollution and environmental harm, may require pastoralists to expend significant resources, which was viewed as being unfair if the offence was committed or caused by a third party.
- 3.25 There were also concerns that this clause would affect pastoralists who had bought properties already contaminated.¹⁹

¹⁸ Stephen Tonkin, Director, Gindalbie Pastoral Co, *Transcript of Evidence*, 4 November 2013, p3. See also Mark Forrester, Owner Manager, Kanandah Station, *Transcript of Evidence*, 4 November 2013, p2; Richard Brown, Partner Pastoralist, Yaringa Station, *Transcript of Evidence*, 5 November 2013, p5.

¹⁹ See Richard Brown, Partner Pastoralist, Yaringa Station, *Transcript of Evidence*, 5 November 2013, p5.

Indemnifying the state

- 3.26 The third area concerned proposed clause 9, relating to indemnifying the State. While this may be consistent with modern leases and commercial practices, the impact of the insertion of the clause, in tandem with the clauses discussed above, created a sense that the State was placing onerous obligations on pastoralists without a concurrent recognition of the important role of pastoralism in the environmental management of the rangelands and the economy of the state.
- 3.27 The Committee was concerned at the strength of the negative response of pastoralists to the provisions in the draft lease discussed above.
- 3.28 It appeared that this response had not been anticipated by the CEOs of the departments responsible for drafting and issuing the lease.
- 3.29 The former Director General of DRDL expressed surprise at the negative reaction it garnered when sent out to pastoralists in July 2013.²⁰ Mr Rosair was of the opinion that the DRDL did ‘*a lot of consultation*’, and that there was a plan for engaging with stakeholders over the process of the lease renewal which had been followed.²¹ None of this prepared him for the ‘*angst*’ that occurred after July 2013.²²

Finding 6: The Committee finds that the Director General of the Department of Regional Development and Lands did not contemplate the anxiety the insertion of the termination provisions in the draft lease would produce in pastoralists.

DEPARTMENTAL CONSULTATION WITH PASTORALISTS BEFORE JULY 2013

- 3.30 To determine why DoL and its predecessor were so taken by surprise by pastoralists’ responses to the draft lease, it is necessary to examine the communication and consultation took place with pastoralists prior to July 2013, and the content of such consultation in relation to the draft lease.
- 3.31 A communications plan was drafted, but never finalised, by DRDL in December 2011 (see Appendix 3). This will be examined in a separate section below.
- 3.32 The draft lease was provided to the PLB on three occasions prior to July 2013. It should be noted that the PLB is a statutory authority rather than a representative body.

²⁰ Paul Rosair, Director General, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p8.

²¹ Ibid. at p3, p5.

²² Ibid. at p6.

3.33 DRDL first briefed the PLB on 24 August 2011. The minutes from that meeting state that the Board was provided with ‘*an overview of the 2015 Pastoral Lease renewal project*’ and that General Counsel from the Department ‘*explained the clauses of the draft pastoral lease document.*’²³ However, the discussion in the meeting is minuted as solely concerning diversification permits and processes for their renewal. An early draft of the lease, including termination provisions identical to those in the final draft, were included in those minutes.

3.34 On 26 April 2012, the PLB was given another presentation on the 2015 lease by the Senior Solicitor at DRDL. The minutes state that ‘*A copy of the draft 2015 Pastoral Lease was distributed to the Pastoral Lands Board members in strict confidence for review and comment.*’²⁴ The minutes record the discussion following the briefing as:

The draft 2015 Pastoral Lease document should be provided to all lessees as a courtesy.

*An explanatory letter should accompany the draft lease document to explain the purpose of providing it to stakeholders.*²⁵

3.35 The final presentation to the PLB took place on 20 May 2013. The minutes stated that:

The Board considered the draft new pastoral lease at its meeting of 26 April 2012. The RDL Legal team has had ongoing referral and discussion with the State Solicitor’s Office and the draft is now available for consultation with stakeholder groups.

The draft document remains subject to any changes that may arise from amendments to Part 7 of the Land Administration Act 1997 prior to 2015. Clause 3 and the Schedule have been highlighted and will be subject to the outcome of discussion around how and when rental payments will be undertaken.

*The presentation to the Board will provide an overview of the other major deliverables and issues for the 2015 Project – mortgages and encumbrances, exclusions and deposited plans, compensation for lawful improvements and a proposed timeline for the 12 months leading up to 1 July 2015.*²⁶

²³ Minutes of the Pastoral Lands Board Meeting, 24 August 2011, p9.

²⁴ Minutes of the Pastoral Lands Board Meeting, 26 April 2012, p41, Committee emphasis.

²⁵ Ibid.

²⁶ Minutes of the Pastoral Lands Board Meeting, 20 May 2013, p20.

Finding 7: The Committee finds that there is no recorded mention in the Pastoral Lands Board minutes of the provisions in the lease which later caused discontent among pastoralists.

3.36 Under ‘*Discussed*’, the minutes recorded:

The new lease document was complete and could be provided to lessees once the Minister had been briefed

*Covering letter to lessees should identify that **the only area for comment is in relation to methods for the payment of rent***

Covering letter to briefly summarise how the new lease document differs from the original lease document (based on the 1898 Act) including: modernised language and GST; including sections from previous Acts still in force.²⁷

3.37 Under ‘*Decision*’, the minutes further stated:

The Board:

1. Noted the update and progress of the 2015 lease renewal project

2. Requests that the new lease document be provided to lessees as soon as possible.²⁸

3.38 In relation to the content of the discussions that took place over the three meetings, Leanne Corker, chair of the PLB, said that in relation to the draft lease ‘*we were also told that it was very unlikely that changes would be made to it, but they [the Department] would be happy to hear what we had to say about it.*’²⁹

3.39 Leanne Corker also gave evidence that ‘*the Board has not provided any written comment back to the Department about the document during the engagement or the consultation process.*’³⁰ Ms Corker reported that she was of the view that s 103 of the LAA required that the Minister needed to consult with the PLB if he or she sought to add or change conditions in the lease. However, she stated that the Department

²⁷ Minutes of the Pastoral Lands Board Meeting, 20 May 2013, p20, Committee emphasis.

²⁸ Ibid.

²⁹ Leanne Corker, Chair, Pastoral Lands Board, *Transcript of Evidence*, 20 November 2013, p2.

³⁰ Ibid.

advised the Board that s 103 didn't apply because it was part of the lease renewal process.³¹

- 3.40 It appears from both the PLB minutes and the additional documents³² provided to the Committee by DRD that the information given by DRDL in the three meetings with the PLB that took place prior to July 2013 did not canvass the contentious aspects of the lease. However, the Chair said:

*We were presented with this draft and virtually told that this is the way it will be, as were lessees when it was given to lessees. We raised very similar concerns that were raised by lessees in verbal consultation with the Department.*³³

- 3.41 The PLB did not put its concerns in writing, and the Department did not ask it to. This makes it difficult to judge if any regard was paid to the feedback the PLB was giving DRDL about the draft lease.

Finding 8: The Committee finds that the Pastoral Lands Board should have put its concerns about the draft lease in writing.

- 3.42 Despite the stated intention of the Department to consult with the PLB, it would appear from both the minutes, the Department's own notes and the impression of the PLB Chair that the Department's briefings were undertaken to inform the PLB rather than seek detailed and considered feedback on the contents of the draft lease.

- 3.43 The Committee recognises that the PLB does not represent pastoralists. However, given its role in pastoral lease management, it would have seemed logical for the PLB to be given the opportunity to give thorough written feedback the Department. This, however, was not sought.

Finding 9: The Committee finds that the Department of Regional Development and Lands should have sought written feedback about the draft lease from the Pastoral Lands Board.

³¹ Ibid. at pp2-3.

³² PowerPoint presentation from Department of Regional Development, 20 May 2013.

³³ Leanne Corker, Chair, Pastoral Lands Board, *Transcript of Evidence*, 20 November 2013, p4.

Opportunities for pastoralists to provide feedback on the draft lease

3.44 The former acting Director General of DoL, Mike Bradford, stated to the Committee:

*The letter that went out with the draft lease indicated it was a draft and we were seeking feedback. It also indicated, if I recall, the basis on which it was drafted and that there was potentially limited opportunity to make significant changes because of the possibility of invoking a future act under native title. Having said that, it did say it was a draft for feedback, and we asked for feedback.*³⁴

3.45 However, the letter issued to pastoralists on 16 July 2013 did not explicitly request feedback except in relation to payment of rent (see Appendix 4). The letter read:

Dear Lessee,

DRAFT 2015 PASTORAL LEASE

As you are aware your pastoral lease will expire on 30 June 2015. You or your predecessor has previously accepted an offer of a new lease subject to compliance with certain conditions.

The purpose of this letter is to provide you with a copy of the draft new pastoral lease to come into effect on 1 July 2015. Please note that this is a draft document provided for your information only. It remains subject to all legislative amendments up to 30 June 2015.

All existing pastoral leases were granted under the former Land Act 1933, and their provisions are inadequate in a modern Crown land administration environment. Furthermore, due to the legal constraints of both the Land Administration Act 1997 (LAA) and the Native Title Act 1933 it will be very difficult to make substantial changes to the draft new pastoral lease.

This draft 2015 Pastoral Lease incorporates more modern terms and conditions in line with current practices including insurance, indemnification of the State, GST and service of notices.

An opportunity exists for registered pastoral leaseholders to provide feedback in regard to payment of rent. Section 123 of the LAA provides for an annual rent for pastoral leases, be paid by the 1st March and the 1st September each year. Your input is sought as to how often you think the rental payments should be made; within a

³⁴ Mike Bradford, acting Director General, Department of Lands, *Transcript of Evidence*, 20 November 2013, p2.

calendar year or financial year, including monthly, quarterly or bi-annually [sic] payments. Please note that any changes to payment frequency that may be adopted could be implemented from 1 July 2015.

I would appreciate if you would forward your preference(s) or suggestion(s) by Friday 6 September 2013 [contact information provided].

Regards

Karel Eringa

Manager, Pastoral Lands

- 3.46 A number of observations can be made about this letter:
- 3.46.1 The Manager, Pastoral Lands was clearly aware of the Shave letter;
 - 3.46.2 The draft is given ‘*for your information only.*’ It states that the purpose of the letter ‘*is to provide you with a copy of the draft new pastoral lease*’ but makes no mention of requesting feedback. This impression is reinforced by the phrase ‘*provided for your information only*’, which can also be taken to suggest that the draft is being provided confidentially;
 - 3.46.3 The letter makes it clear that ‘*it will be very difficult to make substantial changes to the draft new pastoral lease*’, suggesting that, despite the word ‘*draft*’, and in the absence of an explicit request, comment and input is not being sought;
 - 3.46.4 It flags the incorporation of ‘*more modern terms and conditions in line with current practices*’, but does not make mention of the most significant changes in relation to terminations;
 - 3.46.5 The only feedback explicitly sought is regarding payment of rent. The fact that a number of options are provided reinforces the impression that this is the one aspect of the draft lease on which feedback is sought;³⁵
 - 3.46.6 The letter is sent by the Manager, Pastoral Lands. Given the commercial significance attached to the lease, and the anticipation surrounding its renewal, the Minister for Lands, or at the very least the Director General, should have sent out the draft.

³⁵ The PowerPoint presentation to the PLB on 20 May 2013 also states that rent payment was the sole ‘*resolution*’ sought from ‘*consultation and communication*’, p3.

- 3.47 It is reasonable to conclude from the content and tone of this letter is that DoL was providing the draft only to provide information and was not seeking feedback except on the matter of rent. The repetition of the word '*draft*' alone cannot reasonably be construed as implying that DoL was seeking feedback, especially when it is not stated anywhere else in the letter.
- 3.48 The Committee notes that the DoL subsequently received 89 responses from pastoralists in response to the draft lease, 55 of which explicitly agreed with the PGA's position.³⁶ The Committee takes the view that pastoralists felt strongly enough about the lease to communicate their displeasure with the lease, notwithstanding the ambiguous tone of the letter.

Finding 10: The Committee finds that if the Department of Lands was genuinely seeking feedback on the draft, the Department should have articulated this in clear and unequivocal language.

Finding 11: The Committee finds that given the commercial significance of the new draft lease, and the economic and environmental importance of pastoralism to Western Australia, the Minister for Lands should have signed the letter attached to the draft lease sent to pastoralists. This also would have provided consistency with previous correspondence on pastoral leases over several governments.

THE COMMUNICATION MANAGEMENT STRATEGY

- 3.49 In evidence to the Committee, Mr Rosair, Director General of DRDL until June 2013, stated that the 2015 unit, the area of the Department responsible for the activities leading up to and stemming from the 2015 pastoral lease renewal, would have a '*communications strategy*' and a '*stakeholder engagement strategy*.'³⁷ The Committee requested a copy of the relevant document and received it on 23 December 2013.
- 3.50 The Communication Management Strategy (the '*draft Strategy*') was dated 12 December 2011. However, it is a draft, meaning it had not been signed off by the executive of either DRDL or DoL. In his covering letter, Paul Rosair explained that the Strategy '*had been actively deployed and used by officers of the former Department of Regional Development and Lands to guide communications associated with the 2015 Pastoral Lease Exclusions and Renewal Project*.'³⁸

³⁶ Copy of email from Department of Lands, 8 November 2013.

³⁷ Paul Rosair, Director General, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p5.

³⁸ Letter from Paul Rosair, Director General, Department of Regional Development, 17 December 2013, np.

- 3.51 Under ‘*Communications Objectives*’, the draft Strategy identifies one of the primary objectives as [reducing] ‘*the concerns and potential anxiety of pastoral lessees about continuity of tenure post 1 July 2015, and to provide reassurance that, for the purposes of renewal on 1 July 2015, a native title future act process will not be required.*’³⁹ This would suggest that there had been discussion about native title processes, and that this had been identified as a primary concern.
- 3.52 Another objective was to ‘*facilitate the distribution of the draft ‘new’ lease document to stakeholders in the pastoral industry and to co-ordinate the receipt and consideration of responses from the industry.*’⁴⁰ This suggests that consultation and feedback was, in 2011, anticipated to be sought from pastoralists on the draft lease. However, this objective was not supported by the content and tone of the covering letter that was sent out to pastoralists in July 2013.
- 3.53 In relation to the role of the PLB, the draft Strategy identifies the Board’s responsibility as concerning ‘*advice[sic] to pastoralists and the industry in general, recommendations to the Minister, and the PLU, including the project team.*’⁴¹ However, given the confidentiality requirements of the presentations given to the PLB, the Board could not possibly have fulfilled this function.
- 3.54 A final noteworthy feature of the draft Strategy from the Committee’s perspective is under section 7, ‘*Past consultation or communications with stakeholders.*’ This section briefly outlines the application to renew leases that was sent to pastoralists in 1995, and states: ‘*The offer to renew was, and remains subject to 5 conditions. The offer was sent to all responding lessees on 24 December 1997 by the then Minister for Lands.*’⁴² This is evidence that departmental staff were aware of the Shave letter, even if the Director General was not.
- 3.55 The gaps in the draft Strategy were evidenced by the reaction of the pastoral industry to the draft lease, which were completely contrary to the stated intention of the draft Strategy at 2.1. It appears that these gaps stem from a lack of awareness by those writing the draft Strategy of the potential difficulties the termination provisions and other insertions would cause pastoralists.

³⁹ Communication Management Strategy from Department of Regional Development and Lands, 12 December 2011, p1.

⁴⁰ Ibid.

⁴¹ Ibid. at p4.

⁴² Ibid. at p7.

Finding 12: The Committee finds that if the content of the draft Communications Management Strategy had been properly scrutinised and signed off by executive management in the Department of Regional Development and Lands, it is possible that the distress and anxiety created by the release of the draft lease could have been avoided.

- 3.56 However, this, in turn, would have required the heads of the Departments responsible for the draft lease to be aware of the contentious aspects of the lease.

Contentious aspects of the lease: what did the Directors General know?

- 3.57 When asked about the degree of consultation with pastoralists prior to the release of the draft lease, Paul Rosair, former Director General of DRDL and now Director General of DRD, said:

*Consultation around the 2015 lease was a lot focused around the tenure options of the opportunities for new leasing arrangements ... In general, the conditions of the new pastoral leases were primarily around the fact that in 2015 the pastoral leases would be rolled over on the same general terms and conditions, making them more contemporary and making them easier to administer, rather than changing necessarily any conditions in a significant or major way. We did consultation with the Pastoral Lands Board. I think we went to Gogo station in the Kimberley. We did a lot of consultation on that front.*⁴³

- 3.58 However, as the Executive Director of Policy and Planning pointed out, the consultation the Director General referred to in relation to regional visits was specifically concerning the Rangelands Reform Program, not the 2015 lease:

*The process of consultation for the rangelands reform program did not necessarily explicitly include the new 2015 lease arrangements. It was more focused on proposed policy changes that the government was contemplating as regards to alternative forms of tenure into the future ...*⁴⁴

- 3.59 Mr Rosair confirmed that consultation on the draft lease was ‘an element of’ the Rangelands Reform Program consultation.⁴⁵

⁴³ Paul Rosair, Director General, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p3.

⁴⁴ Michael Rowe, Executive Director, Policy and Planning, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p4.

⁴⁵ Paul Rosair, Director General, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p5.

Finding 13: The Committee finds that pastoralists were led to believe that there were not going to be significant changes to the lease made by the Department of Regional Development and Lands. This would have sat comfortably with the expectations they already held as a result of the Shave letter.

3.60 Mr Rosair later went on to state:

*My biggest issues in those consultation debates were around the general leases, perpetual leases ... Not on my radar [was] the fact that these conditions that were being proposed for the pastoral leases ... were too prescriptive, too detailed and too exhaustive for pastoralists.*⁴⁶

3.61 Mr Rosair said that discussions with departmental staff and industry concerned rollover of leases, and issues around reduction of leases for pastoralists upgrading their properties, and that 95 per cent of the work on the draft lease concerned ‘diversification, the rangelands reform, the tenure of rangelands leases, perpetual leases, compliance.’⁴⁷

Finding 14: The Committee finds that the Department of Regional Development and Lands focussed on rangelands reform when consulting with pastoralists in the regions. The Committee acknowledges that this is an area of ongoing concern for pastoralists.

Finding 15: The Committee finds that the Department of Regional Development and Lands had a large workload in relation to pastoral leases and associated issues. For instance, there were significant resources directed toward resolving some 600 outstanding compliance notices, which would have impacted on lease renewals in 2015.

Finding 16: The Committee finds that there should have been a distinct consultation process with pastoralists in relation to the 2015 lease renewal.

3.62 In relation to the new conditions of the 2015 lease, Mr Rosair said there was ‘*not a lot of work*’ around that, ‘*because the presumption was that it was going to be in similar conditions.*’⁴⁸ He ‘*probably did not see the draft that was doing to go out for release*

⁴⁶ Paul Rosair, Director General, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p7.

⁴⁷ Ibid. at p8.

⁴⁸ Ibid.

in my time', but if he had have, he would have *'tested it against the principle that I suggested was applying'*⁴⁹ (that is, that changes were limited to modernising and streamlining lease conditions.) He stated that he *'may have seen some earlier drafts but I did not see the one that was sent out'* if he had *'seen a general lease condition that was being more prescriptive on the pastoralists and being more dictatorial ... I would have been suggesting : "Well, that is not consistent with my view".'*⁵⁰

- 3.63 DRDL split on 30 June 2013; the draft leases were issued to pastoralists in July. Nevertheless, Mr Rosair, although he was clear about what he expected in the lease, had not actually read the draft by the time he handed over responsibility for it to the former acting Director General of DoL, Mike Bradford. However, the draft appended to the minutes of the PLB meeting on 24 August 2011 contained provisions relating to contamination, pollution and environmental harm; termination; and indemnity that are identical in all but one short phrase to the draft lease that was sent out in July 2013. If Mr Rosair was familiar with those clauses, it would suggest that he did not identify them as containing provisions inconsistent with his view.
- 3.64 Mike Bradford, who became acting Director General of the newly formed DoL on 1 July 2013, also did not identify problematic provisions in the draft. He acknowledged that the communication process could have been handled better: specifically, *'we could have sent a better explanatory letter that included frequently asked questions that explained the context of the lease.'*⁵¹ However, he also conceded that *'it would not have been enough'* to appease the concerns of the Pastoralists and Grazier's Association (PGA).⁵² What may have done that, in his view, was *'a more rigorous process inside the department'*, which may have enabled it to *'[make] those changes before it went out as a draft.'*⁵³
- 3.65 It is clear from the evidence given to this Inquiry that making those changes early would have saved the department, pastoralists and their representative bodies a large amount of time, money and effort. This could only have occurred if the responsible Department heads were aware of the problematic nature of the provisions. Given that Mr Rosair had read the provisions without being alerted to their negative implications, either the departmental staff were not aware of their contentiousness, or this awareness was not communicated to the Director General.

⁴⁹ Ibid.

⁵⁰ Ibid.

⁵¹ Mike Bradford, acting Director General, Department of Lands, *Transcript of Evidence*, 20 November 2013, p8.

⁵² Ibid.

⁵³ Ibid.

Finding 17: The Committee finds that a more thorough consultation process with pastoral lessees would have enabled the Department of Regional Development and Lands to be informed of the contentious aspects of the draft lease before it was disseminated.

Response of pastoralists following the release of the draft lease in July 2013

- 3.66 The PGA first received a copy of draft lease at the same time as pastoral leaseholders in July 2013. Rob Gillam, President of the PGA, said that:

*We read the lease and obviously reacted quite adversely to what we read in it very quickly. The letter that I received was posted to me as confidential. I then started thinking about whom I might be able to trust in the organisation to remain confidential because ... once a group of people know something it quickly goes beyond that.*⁵⁴

- 3.67 It would appear that Mr Gillam's belief that the letter was confidential is an interpretation of the words '*for your information only*', as discussed above in 3.46.2, as the PGA was sent the same letter as that received by pastoralists.⁵⁵ Regardless of whether this interpretation of the words '*for your information only*' is correct, it is evident that DoL was not seeking specific feedback from the PGA on the views of its members.
- 3.68 Further, the reaction of the PGA demonstrates that earlier consultation with pastoralists on the content of the draft lease would have allowed the Department to inform itself about potential issues: the response of the PGA and pastoralists was swift, and a negative view was formed about the content of the lease. The PGA then sought legal advice to ascertain whether the offending clauses – or indeed the lease itself – were lawful.
- 3.69 The PGA called a meeting with DoL in October 2013, which was attended by DoL representatives, PGA representatives, and Ms Corker from the PLB. The PGA reported, consistent with PLB evidence above, that DoL '*had a very strong position*' regarding the lease: '*they felt that the lease would be offered and we would need to*

⁵⁴ Rob Gillam, President, Pastoralists and Graziers Association, *Transcript of Evidence*, 20 November 2013, p3.

⁵⁵ Mike Bradford, acting Director General, Department of Lands, *Transcript of Evidence*, 20 November 2013, p9.

*accept that and it would be a new lease.'*⁵⁶ Mr Gillam said, *'It probably would be understating it to say that that meeting was robust – it was beyond that.'*⁵⁷

3.70 A subsequent meeting was held on 13 November 2013 with legal representation present. The content of that meeting was heard in private session by the Committee. However, in open session, Rob Gillam stated that as a result of that meeting, *'we have a much better understanding and they have accepted some of the points that the pastoralists and graziers put forward'* and, as a result, *'we expect an outcome that is acceptable to pastoralists.'*⁵⁸

3.71 Mike Bradford, former acting Director General of DoL, refuted the suggestion that the Department had been holding to an entrenched position prior to the November meeting. While he conceded that *'we could have communicated the [draft lease process] much better'* with all stakeholders,⁵⁹ he maintained that the Department did not state to the PGA that the lease presented to them was a document that was a fait accompli.⁶⁰ However, this is contrary to evidence received from the PLB and the PGA; it is also contrary to the content of the DoL's covering letter to pastoralists.

Finding 18: The Committee is not satisfied with how Department of Lands and its predecessor the Department of Regional Development and Lands communicated the contents of the draft lease with stakeholders.

Finding 19: The Committee finds that if the Department of Lands and the Department of Regional Development and Lands had meaningfully consulted with stakeholders, the anxiety experienced by many pastoralists could have been avoided.

LEGAL PROFESSIONAL PRIVILEGE AND PARLIAMENTARY PRIVILEGE

Background

3.72 The Committee requested documentation relating to the draft pastoral lease on 7 February 2014 from both Department of Lands and the Department of Regional Development. The Department of Regional Development advised the Committee that DoL was in possession of the relevant documentation.

⁵⁶ Rob Gillam, President, Pastoralists and Graziers Association, *Transcript of Evidence*, 20 November 2013, p3.

⁵⁷ Ibid.

⁵⁸ Ibid. at pp3-4.

⁵⁹ Mike Bradford, acting Director General, Department of Lands, *Transcript of Evidence*, 20 November 2013, p2.

⁶⁰ Private evidence, 4 December 2013, p7.

-
- 3.73 Following discussion with the Department regarding the large volume of documentation the initial request would generate, on 18 February the Committee narrowed its scope to focus on requiring documentation regarding termination provisions.
- 3.74 The Department requested an extension to the initial deadline of 21 February; the Committee agreed to this, and extended the deadline to 28 February.
- 3.75 On 4 March, the Committee received a letter from Colin Slattery, the new Director General of DoL, invoking legal professional privilege in relation to the initial drafting instructions provided to departmental counsel, and indicating that other items were being considered as to their status regarding legal professional privilege.
- 3.76 The letter also informed the Committee that the Minister of Lands had requested to see the information before it was given to the Committee.
- 3.77 On 11 March 2014, Minister Redman's Chief of Staff, Jamie Henderson, advised the Committee by email that the documentation would be provided by the end of the week, and stated that the documentation had arrived at the Minister's office after the due date.
- 3.78 The Committee received two files from the Minister's office on 12 March 2014, and a further file on 14 March 2014. The last file contained a letter from the Director General of the Department of Lands re-emphasising the legal professional privilege that had been claimed in relation to a large number of documents, and listed the title and dates of those documents.

Claims of legal professional privilege relating to documents requested by parliamentary committees

- 3.79 The Legislative Council, following the Commonwealth parliament, has always maintained that it will not recognise claims of legal professional privilege as a reason for not providing information to a parliamentary committee. This position derives from the customary laws of parliament, which include the powers to conduct inquiries – powers delegated to parliamentary committees as '*creatures of the House*.' Aspects of this customary law have been codified in Western Australia in the *Parliamentary Privileges Act 1891*.
- 3.80 The powers of Parliament and its committees are necessary in order for the legislature to exercise one its primary function in representative democracy: to hold the Executive to account. This was positively affirmed in the High Court of Australia's decision in *Egan v Willis* (1998) 195 CLR 424:

A system of responsible government traditionally has been considered to encompass “the means by which Parliament brings the Executive to account” so that “the Executive’s primary responsibility in its prosecution of government is owed to Parliament”. The point was made by Mill, writing in 1861, who spoke of the task of the legislature “to watch and control the government: to throw the light of publicity on its acts”. It has been said of the contemporary position in Australia that, whilst “the primary role of Parliament is to pass laws, it also has important functions to question and criticise government on behalf of the people” and that “to secure accountability of government activity is the very essence of responsible government”.

- 3.81 Priestly JA in the New South Wales Court of Appeal in the case of *Egan v Chadwick* [1999] NSWCA 176 at para 139.held that:

I do not think that the justification for legal professional privilege applies in New South Wales when a House of Parliament seeks the production of Executive documents. The Executive and the House perform their different functions in the same public interest, funded by public money. The legislature is entrusted with the carrying out of the fundamentally important task of reviewing, changing and adding to the statute law of the State. To carry out that task it must have the power to call for any information relevant to carrying out its task. It seems inescapable that there will from time to time be information in Executive documents either necessary or useful for carrying out its task. Possession of the power to compel production does not mean that the power will be exercised unless the House is convinced the exercise is necessary; if exercised, it does not follow that the House will do anything detrimental to the public interest; the House can take steps to prevent information becoming public if it is thought necessary in the public interest for it not to be publicly disclosed.

- 3.82 In Western Australia, the power to summons people or papers is provided for by s 4 of the *Parliamentary Privileges Act 1891*, which relevantly provides:

Each House of the Parliament of the said Colony, and any Committee of either House, duly authorised by the House to send for persons and papers, may order any person to attend before the House or before such Committee, as the case may be, and also to produce to such House or Committee any paper, book, record, or other document in the possession or power of such person.

- 3.83 It is not accepted in any comparable jurisdiction that legal professional privilege provides a ground for refusal of information in a parliamentary proceeding.

- 3.84 The only statutorily recognised ground for withholding information from a parliamentary committee is that the matter is of a private nature and does not affect the subject matter of the inquiry, under s 7 of the *Parliamentary Privileges Act 1891*.
- 3.85 In this case, partly due to time constraints, the Committee has chosen not to summons the documents withheld by the Department.
- 3.86 Notwithstanding this, the Committee reiterates the advice provided by another Committee of the Legislative Council regarding the procedure that Departments should follow when they are claiming legal professional privilege – that is, all requests should be made by the Minister, providing precise details and reasons. The Legislative Council guidelines indicate that the treatment of such claims is a matter for the Committee, and ultimately the House, to determine.⁶¹

Recommendation 1: The Committee recommends that legal departments and Directors General note that claims of legal professional privilege do not apply to documents called for by parliamentary committees.

CONSULTATION AND THE PUBLIC SECTOR

- 3.87 Consultation is relevantly defined as ‘*the act of consulting; conference*’ and ‘*a meeting for deliberation*.’⁶² In public policy terms, consultation has a broad meaning, but at minimum requires a ‘*two way exchange*.’⁶³ Consultation is distinct for notification, which is a one way process of communication.⁶⁴
- 3.88 Statutory requirements for consultation are often written into legislation. There are precedents in Australia for the courts examining the consultation practices of public agencies when consultation is required by law.⁶⁵ The only relevant consultation provision in the LAA which may apply to the draft lease is s 103: the evidence received by the Committee above was that the DRDL did not believe this applied.

⁶¹ Western Australia, Legislative Council, Legislation Committee, Report 22, *Workforce Reform Bill*, March 2014, p3.

⁶² http://www.macquariedictionary.com.au/features/word/search/?word=consultation&search_word_type=Dictionary (viewed on 7 February 2014).

⁶³ C Althaus, P Bridgman and G Davis, *The Australian Policy Handbook*, Allen & Unwin, Sydney, 2013, p127.

⁶⁴ See S Maddison and R Denniss, *An Introduction to Australian Public Policy: Theory and Practice*, Cambridge University Press, Sydney, 2013, p198.

⁶⁵ Andrew Edgar, ‘Judicial review of public consultation processes: A safeguard against tokenism?’, *Public Law Review*, 24 PLR 209, 2013, p209.

Finding 20: The Committee cannot offer a legal interpretation of s 103 of the *Land Administration Act 1997*. Regardless of legal requirements, however, modern standards of public administration suggest that consultation is essential to good governance.

3.89 The consultation undertaken by DRDL and then DoL can be characterised as inadequate and not appropriate for a document of such magnitude as a pastoral lease. The Departments' communication documents and evidence to the committee emphasised that consultation was intended to take place, or actually took place; an examination of documents such as the PowerPoint to the PLB, the PLB minutes, the letter that went to pastoralists, as well as evidence from the PLB and pastoralists themselves, indicate that consultation of a considered and genuine nature did not occur. Asking for limited feedback on a document cannot reasonably be regarded as consultation.

DRDL and DoL tightly controlled information about the draft, limited comment on the draft, and told lessees the draft was '*for their information only*.' This does not constitute adequate consultation in the Committee's view.

A copy of an updated Contentious Issue Briefing Note, received by the Committee in March 2014 and dated 14 February 2014, indicates that following the meetings with the PGA, the DoL has been liaising more closely with the PGA in relation to two new proposed draft leases, and intends to conduct consultation forums in the metropolitan area and regions to gain feedback on the revised drafts.⁶⁶ This was confirmed by an email from the Department of Lands dated 17 March 2014, although departmental staff noted the delays in the development of the second draft lease, which will affect the timing of the consultation.⁶⁷

Finding 21: The Committee finds that meaningful consultation would have saved pastoralists, Department of Lands, the State Solicitor's Office and the Government of Western Australia a great deal of time and expense.

Finding 22: The Committee finds that a lack of consultation may or may not lead to a decision being legally invalid, but it does damage to the perception of the public sector and ongoing relations between stakeholders and the public sector.

⁶⁶ Copy of draft Contentious Issue Briefing Note from Department of Lands, 4 February 2014.

⁶⁷ Email from Phil Chapman, A/Manager, Executive Services, Department of Lands, 17 March 2014.

Recommendation 2: The Committee recommends that detailed information should be sought by departmental decision makers to ensure their decisions are made not only legally but also fairly.

Recommendation 3: The Committee recommends that the Department of Lands should immediately commence meaningful and transparent consultation with the pastoral industry to resolve outstanding issues in relation to the 2015 lease, and that the Minister representing the Minister for Lands in the Legislative Council advise the House on progress within three months of the tabling of this Report.

Recommendation 4: The Committee recommends that the Minister needs to take carriage of any lease renewal process with appropriate lines of communication through the department and with industry.

CHAPTER 4

MANAGEMENT OF THE INCREASE IN THE NUMBER OF STOCK AND ENVIRONMENTAL DAMAGE ON PASTORAL LAND

*[Pastoralists] have the love of the land; they understand the land; they have been on the land; they have grown up on the land; and they do know best practices for that land to survive and be good.*⁶⁸

- 4.1 The Committee initially held concerns that the live cattle ban and quota restrictions had increased the number of stock held by pastoralists, particularly in the north of Western Australia, and that this may be having a negative impact on the environmental health of pastoral land. While these concerns were relieved by the evidence the Committee received, the relationship between stock and the health of pastoral land in Western Australia is complex, and there are competing views on how the health of pastoral lands is measured.
- 4.2 The Committee accepts the views of the pastoralists who gave evidence suggesting that it was in their best interests, as long term managers of the land, to keep pastoral properties in good environmental condition and not to run more stock than the land can handle. The Committee also acknowledges that for the most part pastoralists are well placed to assess the condition of the land they manage, and that damage can be caused by flooding, drought and natural conditions which may then be blamed on running stock on the land.⁶⁹
- 4.3 The Committee also received convincing evidence of environmental degradation in certain areas of the pastoral estate, particularly the southern rangelands.

STOCK NUMBERS ON PASTORAL LANDS

- 4.4 The evidence the Committee received from pastoralists indicated that stock numbers across the State are either stable or, in the case of the southern rangelands, in decline. There have been localised increases in stock in some areas of the Kimberley and Pilbara: data from the Department of Lands shows that the number of stock in the Kimberley has increased by 49.7% between 1990 – 2012, and Pilbara stock numbers increased by 28.2% in the same period.⁷⁰ While the Kimberley increase appears dramatic, it comes from an historic low.⁷¹ The Committee received some evidence that

⁶⁸ Patrick Hill, Manager, Mt Weld Pastoral Station, *Transcript of Evidence*, 4 November 2013, p5.

⁶⁹ See Gregory Smith, Private Citizen, *Transcript of Evidence*, 27 November 2013, p3.

⁷⁰ Submission No 32 from Pastoral Lands Board, 27 September 2013, np.

⁷¹ Submission No 29 from Department of Lands, 27 September 2013, p14.

there were temporary spikes in stock numbers in the Kimberley following the live cattle ban and the suspected outbreak of BJD.⁷² The increase in Pilbara stock over that period was also tempered by ‘a significant decrease in stock numbers from 2009 to 2011.’⁷³ There has been a general decrease in stock in the southern rangelands as a result of the move to cattle from sheep, and as a result of the activity of feral animals.

- 4.5 According to the Commissioner for Soil and Land Conservation, however, a significant area of the Kimberley was carrying stock numbers in excess of the Present Carrying Capacity,⁷⁴ which used to be set by the PLB informed by information received from DAFWA.⁷⁵ Further, the Commissioner also found that despite the reduction in Pilbara stock numbers cited above, 92% of Land Conservation Districts in the De Grey area, and 58% in the East Pilbara, were carrying stock numbers above present carrying capacity in 2011-12.⁷⁶ The Committee also heard evidence from pastoralists that some are either running more stock on their land than the potential carrying capacity identified by DAFWA, or are effectively encouraged to do so as a result of the methodology used by the Valuer-General, where rents are calculated on carrying capacity, but pastoralists are not penalised for stocking in excess of that amount.⁷⁷

- 4.6 Many pastoralists who spoke to the Committee were adamant that they were better placed to assess the carrying capacity of their land than a government department.⁷⁸ In fact, government departments also concurred with this view to an extent. Dr Paul Novelly, from DAFWA, said:

*A lessee is perfectly free to run as many stock as he or she chooses to run, provided there is no negative impact on the range resource. We would anticipate that in ... good years lessees would run stock above our potential carrying capacity estimates and in ... poor years they would run stock at levels below our potential carrying capacity estimates.*⁷⁹

⁷² Peter Camp, Owner/Manager, Kalyeeda Station, *Transcript of Evidence*, 7 November 2013, p2.

⁷³ Submission No 29 from Department of Lands, 27 September 2013, p15.

⁷⁴ Letter from Commissioner for Soil and Land Conservation to the Chair of the Pastoral Lands Board, 4 September 2012, p1.

⁷⁵ It should be noted that although the Commissioner refers to Present Carrying Capacity in 2012, these were not calculated after 2009.

⁷⁶ Letter from Commissioner for Soil and Land Conservation to the Chair of the Pastoral Lands Board, 4 September 2012, p1.

⁷⁷ See Digby Corker, Owner, Red Hill Station, *Transcript of Evidence*, 6 November 2013, p4; David Stoate, Director, Anna Plains Cattle Company Pty Ltd, *Transcript of Evidence*, 6 November 2013, p8.

⁷⁸ See for example Digby Corker, Owner, Red Hill Station, *Transcript of Evidence*, 6 November 2013, p4.

⁷⁹ Dr Paul Novelly, Manager, Rangeland Research, Department of Agriculture and Food, *Transcript of Evidence*, 4 December 2013, p5.

- 4.7 Similarly, DAFWA's David Warburton said, '*In essence it is more about the rangeland condition trend than the number of animals on the ground.*'⁸⁰ Paul Rosair, Director General of the Department of Regional Development, also stated, in relation to his experience managing the lands portfolio prior to 1 July 2013, '*managing a pastoral estate and managing a pastoral lease is best left to the pastoralists.*'⁸¹
- 4.8 Both DAFWA and the PLB stated in their evidence to the committee that the potential carrying capacity should be used as a guide only.⁸² The PLB pointed out that present carrying capacity has not been calculated since Rangeland Condition Assessments ceased in 2009. Evidence received by the Committee suggested that pastoralists were not aware of this change, or still viewed the potential carrying capacity as prescriptive rather than a guide.⁸³ The fact that the Commissioner for Soil and Land Conservation still uses the present carrying capacity highlights the need for clarification in this area.
- 4.9 However, DAFWA also asserted the integrity and reliability of its own data in assessing rangeland condition. This will be discussed further below.

Finding 23: The Committee finds that it is satisfied that there has been no overall increase in stock numbers on pastoral lands in Western Australia, despite some localised variations.

ENVIRONMENTAL DAMAGE ON PASTORAL LANDS

- 4.10 The Committee received conflicting evidence on whether there has been environmental damage on pastoral lands.
- 4.11 The PGA, for example, expressed a common view held by pastoralists when it stated that it:

has no indication of environmental damage occurring in rangelands in recent years and no reports of significant stock increases. The PGA considers that DAFWA reports do not accurately reflect current land use and the extent of landcare practices undertaken by pastoralists ...

⁸⁰ David Warburton, Policy Officer, Rangeland Reform, Department of Agriculture and Food, *Transcript of Evidence*, 4 December 2013, p6.

⁸¹ Paul Rosair, Director General, Department of Regional Development, *Transcript of Evidence*, 27 November 2013, p6.

⁸² See submission No 32 from Pastoral Lands Board, 27 September 2013, np; Department of Agriculture and Food, *Transcript of Evidence*, 4 December 2013, p5.

⁸³ See for example Jodie McTaggart, Committee member, Upper Gascoyne Land Conservation District Committee, *Transcript of Evidence*, 5 November 2013, p7; Gregory Smith, Private Citizen, *Transcript of Evidence*, 27 November 2013, p2.

*DAFWA reports indicating stocking problems are unsubstantiated and neither provided to the pastoral industry for comment, nor peer reviewed.*⁸⁴

- 4.12 Sean D’Arcy from the Gascoyne Catchments Group also commented on DAFWA’s reports on the condition of pastoral and rangelands:

*We certainly do not believe that the rangelands are on the brink and we certainly do not believe that the environmental collapse they are talking about is happening.*⁸⁵

- 4.13 The view of government departments and other groups, however, is at odds with the view expressed by most pastoralists. DoL stated:

*There is credible evidence which indicates declining conditions across the southern as well as some parts of the northern rangelands continues to undermine the ongoing viability of significant parts of the pastoral grazing industry.*⁸⁶

- 4.14 A number of submissions, including that of DoL, cited reports of the Soil and Land Conservation Commissioner and other DAFWA reports to support their view that ‘many pastoral leases are inherently unviable for commercial grazing.’⁸⁷ DAFWA also commented on this matter, saying that:

*We are very positive about the opportunities for the cattle industry in the northern parts of the state. We are very pessimistic about the possibilities for some parts of the southern rangelands that do not support cattle.*⁸⁸

- 4.15 Pastoralists in the southern rangelands also accept that there are limitations on the viability of running livestock in that area:

*to run cattle properly there needs to be a huge injection of capital to do internal fencing ... It is still the fact that it is not suitable country for cattle and there is not the money in the industry to build this infrastructure up.*⁸⁹

⁸⁴ Submission No 31 from Pastoralists and Graziers Association, 27 September 2013, p5.

⁸⁵ Sean D’Arcy, Chair, Gascoyne Catchment Group, *Transcript of Evidence*, 5 November 2013, p6.

⁸⁶ Submission No 29 from Department of Lands, 27 September 2013, p3.

⁸⁷ Submission No 15 from PEW Charitable Trusts, Conservation Council of WA and Gondwana Link Ltds, 13 September 2013, p2; submission No 29 from Department of Lands, 27 September 2013, p13.

⁸⁸ Rob Delane, Director General, Department of Agriculture and Food, *Transcript of Evidence*, 4 December 2013, p4.

⁸⁹ Stephen Tonkin, Director, Gindalbie Pastoral Co, *Transcript of Evidence*, 4 November 2013, p5.

- 4.16 DAFWA have been conducting rangelands surveys since 1969, and part of those reports concern the assessment of carrying capacity. DAFWA strongly supported the robustness of its reports saying, ‘*we [DAFWA] have always stood by our assessments of the carrying capacity of properties and we always will.*’⁹⁰ DAFWA also gave evidence that the Department consults with pastoralists in the process of carrying out their rangelands surveys.⁹¹
- 4.17 There are diverse views on the most effective method of environmental assessment of pastoral lands. Despite this, stakeholders recognise the need to maintain a balance between environmental and economic considerations regarding pastoral lands.

Assessment of the condition of pastoral lands

- 4.18 Until 2009, Rangeland Condition Assessments (RCAs) were conducted regularly by DAFWA officers on individual leases.⁹² However, these were considered subjective assessments by individual officers, and the Committee heard dissatisfaction from pastoralists about this method of assessment.⁹³ There were also difficulties ‘*differentiating between the portion of rangeland decline that occurred as a result of high stocking rates and the portion of rangeland decline that occurred as a result of grazing pressure exertive by native and feral animals.*’⁹⁴
- 4.19 PLB decided to implement a self-monitoring scheme known as Rangelands Condition Monitoring (RCM) in 2009. It will not be mandatory until 2016.⁹⁵ The Department of Lands described RCM as providing:

*a basis for the collection of more objective data on trends in rangeland condition. When backed up by remote sensing imaging (via satellite) and ongoing broad scale monitoring via the WA Rangeland Monitoring System (WARMS), the [PLB] and the Department believe it will provide a much more comprehensive and reliable system for assessing trends in rangeland condition across the pastoral estate.*⁹⁶

⁹⁰ Rob Delane, Director General, Department of Agriculture and Food, *Transcript of Evidence*, 4 December 2013, p5.

⁹¹ Dr Paul Novelly, Manager Rangeland Research,, Department of Agriculture and Food, *Transcript of Evidence*, 4 December 2013, pp5-6.

⁹² Submission No 29 from Department of Lands, 27 September 2013, p8.

⁹³ See for example Robyn Richardson, Mount Florance Station, *Transcript of Evidence*, 6 November 2013, p2.

⁹⁴ Submission No 29 from Department of Lands, 27 September 2013, p10.

⁹⁵ Ibid. p12.

⁹⁶ Ibid. p10.

- 4.20 RCM sites operate on an individual lease level. Many pastoralists are using the Pastoral (or Photographic) Monitoring Sites (PMS) that were set up by the former Department of Agriculture in the 1990s, which were also established to collect individual lease data.⁹⁷
- 4.21 In contrast, WA Rangelands Monitoring System (WARMS) operate at a rangeland level.⁹⁸ WARMS collects data on perennial vegetation and assesses soil surface condition at regular intervals.
- 4.22 Data collected by RCM and WARMS is cross-checked against remote sensing and rainfall data to give an accurate view of the conditions of the rangelands.⁹⁹
- 4.23 The number of RCM and WARMS sites on a pastoral property depends on the size of the property. As an example, on Mr Sean D’Arcy’s pastoral lease, comprised of 1.2million acres, there are six WARMS sites and 65 RCM/PMS sites.¹⁰⁰
- 4.24 It should be noted that many individual pastoralists conduct their own monitoring processes in addition to that required. The Gascoyne Catchment Group, for example, has developed a Monitoring Tool intended to capture more detailed data on individual lease level which can then be collated to provide catchment-wide management data in the Gascoyne.¹⁰¹ The Tool uses existing PMSs, and assesses a site using manually collected data on plants, soil and erosion.
- 4.25 The Committee heard that one of the primary differences between DAFWA’s PMS monitoring and this method is that the latter counts perennial grasses in addition to perennial plants. A number of pastoralists in the Gascoyne stated that DAFWA’s failure to take into adequate account of the positive impact of buffel grass on rangeland condition is why it assessed the rangelands as being in poor health,¹⁰² which in turn has an effect on the estimated stock carrying capacity of pastoral leases. The Tool has been designed to be as comprehensive as possible, and to base assessments of the land on scientific data as possible.

Finding 24: The Committee recognises the value of the scientific environmental assessments carried out by Department of Agriculture and Food and equivalent agencies.

⁹⁷ Email from Dr Paul Novelly, 10 February 2014.

⁹⁸ Submission No 29 from Department of Lands, 27 September 2013, p11.

⁹⁹ Ibid.

¹⁰⁰ Sean D’Arcy, Chair, Gascoyne Catchment Group, *Transcript of Evidence*, 5 November 2013, p4.

¹⁰¹ See Jodie McTaggart, Committee member, Upper Gascoyne Land Conservation District Committee, *Transcript of Evidence*, 5 November 2013.

¹⁰² See for example Sean D’Arcy, Chair, Gascoyne Catchment Group, *Transcript of Evidence*, 5 November 2013, pp4-5.

Finding 25: The Committee finds that there should be continuous communication between Department of Agriculture and Food and pastoralists on assessments as they are being compiled. Department of Agriculture and Food should institute a formal mechanism for noting and responding to pastoralists' critiques of Department of Agriculture and Food reports.

Feral Animals: A Threat to the Viability of Pastoralism in Western Australia

- 4.26 The overwhelming view from pastoralists was that feral animals are an increasing problem for the pastoral industry, and that the management of the feral population has not been effective to date. The role of DPAW and DAFWA in managing feral animals, particularly dogs, has decreased significantly over the past 15 years:¹⁰³ the responsibility has shifted from the Agriculture Protection Board to the regional biosecurity groups.¹⁰⁴ The Committee notes there is government funding available for some specific pest control programs.
- 4.27 The Committee heard evidence that the devolution of responsibility to biosecurity groups was seen by some as an abdication of government responsibility and has been accompanied by a reduction in services to assist pastoralists.
- 4.28 Pastoralists whose leases bordered Unallocated Crown Land (UCL) and DPAW-managed former pastoral leases reported particular difficulties with managing feral animal numbers.¹⁰⁵
- 4.29 Pastoralists from all regions cited dogs as a major cause of concern and a constant threat to livestock. Many pastoralists discussed switching their stock from sheep to cattle, largely as a result of problems with dogs killing sheep. However, dogs also present a risk to cattle: one pastoralist stated that the station factors in a 10 per cent loss on calves from wild dogs.¹⁰⁶ Even if cattle aren't killed by dog attacks, marks on cattle render them unsaleable.¹⁰⁷

¹⁰³ See Stephen and Jo-Anne Tonkin, Directors, Gindalbie Pastoral Co, *Transcript of Evidence*, 4 November 2013, p2; Ross Wood, Spokesperson, Goldfields-Nullarbor Rangelands Biosecurity Association Inc, *Transcript of Evidence*, 4 November 2013, p5.

¹⁰⁴ See David Stoate, Director, Anna Plains Cattle Company Pty Ltd, *Transcript of Evidence*, 6 November 2013, p3; Patrick Hill, Manager, Mt Weld Pastoral Station, *Transcript of Evidence*, 4 November 2013, p5.

¹⁰⁵ See for example Ross Wood, Spokesperson, Goldfields-Nullarbor Rangelands Biosecurity Association Inc, *Transcript of Evidence*, 4 November 2013, pp2-4.

¹⁰⁶ Robyn Richardson, Pastoralist, Mount Florance Station, *Transcript of Evidence*, 6 November 2013, p5.

¹⁰⁷ Richard Brown, Yaringa Station, *Transcript of Evidence*, 5 November 2013, p5.

- 4.30 Other feral animals causing problems included pigs, camels, goats, horses and wild cattle.
- 4.31 The responsibility for managing feral animals, however, remains with lessees under the provisions of the *Agriculture and Related Resources Protection Act 1976* and the *Biosecurity and Agricultural Management Act 2007*. All pastoralists who spoke with the committee described their own feral animal control programs.
- 4.32 Nevertheless, the scale of the problem and sparse population in pastoral areas mean that an increased level of government assistance and coordination is necessary to keep feral animal numbers under control.
- 4.33 DAFWA's staff numbers have decreased significantly since 2000, which, as has been noted elsewhere,¹⁰⁸ has had a significant impact on pest management activity. However, the Director General of DAFWA took the view that in the long term there has been a decline in staff '*applied to feral animal control by landholders collectively*' as well as publicly funded staff, and emphasised that the responsibility for feral animal control lies with pastoralists.¹⁰⁹ Given the scale of the problem, this response from government departments is not helpful.

Finding 26: The Committee finds that given the extent of the impact of feral animal activity on pastoralism, it is appropriate for government to take a proactive and cooperative role in controlling feral animals.

¹⁰⁸ Western Australian Auditor General's Report No. 18, *Managing the Impact of Plant and Animal Pests: A State-wide Challenge*, Office of the Auditor General, Perth, December 2013.

¹⁰⁹ See Rob Delane, Director General, Department of Agriculture and Food, *Transcript of Evidence*, 4 December 2013, pp2-3.

CHAPTER 5

OTHER MATTERS

DIVERSIFICATION

- 5.1 Diversification permits are provided for under Division 5 of the LAA. These permits allow pastoralists to engage in activities or land use other than pastoralism.
- 5.2 Applying for pastoral diversification permits has been recently streamlined by the Pastoral Lands Board.¹¹⁰ The chair of the PLB explained the process and recent changes in approach taken by the Board:

[A] pastoral lessee may under the terms and conditions of the act carry out pastoral purposes on their lease. "Pastoral purposes" is defined under the act and there are a couple of clauses that add to that definition. Then the Pastoral Lands Board can give pastoral lessees permits to carry out non-pastoral activities on their lease, and there are several of those.

So in the past the Board has not had much of a role until that application for a permit has come to its final point and is really ready for rubber stamping. More recently the Board has taken a more active role in that process, in that it wants to hear all the ideas and what is coming in upon initial application, not wait until the end of the process.¹¹¹

- 5.3 Leanne Corker stated that the PLB is now in the process of developing a strategic plan for the pastoral rangelands.
- 5.4 Ms Corker further stated that in her view, the Board has a lot of discretion under the LAA that has not previously been exercised. She said:

The current Board is trying to think a little bit outside this box ... we have actually got a really good Act, and the way this is written provides an opportunity to do a lot of things, so we should be using it to its full intent and purpose, rather than constraining and narrowing our interpretation to limit what can be done.¹¹²

¹¹⁰ Karel Eringa, Manager, Department of Lands, *Transcript of Evidence*, 20 November 2013, p6.

¹¹¹ Leanne Corker, Chair, Pastoral Lands Board, *Transcript of Evidence*, 20 November 2013, pp5-6.

¹¹² *Ibid.* at p7.

- 5.5 The process of applying for diversification permits has been historically frustrating for some pastoralists. If pastoralists were able to raise money, they then had to engage with multiple government department approvals. The Committee heard evidence from pastoralists concerning their frustration with ‘red tape’ when trying to obtain a permit: one pastoralist gave an example where he was told he couldn’t get the water licence he needed to grow 40 hectares of fodder until he got a clearing permit from the Department of Environment, but the Department of Environment advised that he couldn’t get a clearing permit until he had a water licence.¹¹³
- 5.6 Similarly, another pastoralist spoke of having to get shire permission for a tourist permit before they could apply to the Pastoral Lands Board, and the shire wouldn’t give permission until they were approved by the PLB.¹¹⁴ The time and effort involved in trying to deal with multiple government departments and local governments who may not communicate effectively with each other was reported as frustrating for many pastoralists.¹¹⁵ However, the Committee also received some evidence in the Kimberley suggesting that the process has recently been streamlined.¹¹⁶

Finding 27: The Committee finds that the Pastoral Land Board’s change of approach to diversification permits is effective in improving their administration.

Finding 28: The Committee acknowledges that the Pastoral Land Board is not able to guide the policy and decision making of other departments.

- 5.7 Diversification permits provide for a range of activities that provide alternate streams of income for pastoralists. It is a condition of the permit that the income earned from such activities does not overtake income derived from the primary land use – pastoralism. This is a limitation the Committee believes should not be strictly applied during times of economic stress, such as during a drought or following the live cattle export ban, but the Committee recognises that there may be legislative constraints governing the ability to exercise this type of discretion.

¹¹³ David Stoate, Director, Anna Plains Cattle Company Pty Ltd, *Transcript of Evidence*, 6 November 2013, p5.

¹¹⁴ Wendy Brockhurst, Partner, Larrawa Station, *Transcript of Evidence*, 7 November 2013, p5.

¹¹⁵ Robyn Richardson, Pastoralist, Mount Florance Station, *Transcript of Evidence*, 6 November 2013, pp3-4; Richard Brown, Yaringa Station, *Transcript of Evidence*, 5 November 2013, pp1-4.

¹¹⁶ See for example Phillip Hams, Operations Manager, Gogo Station, *Transcript of Evidence*, 7 November 2013, p8; Kurt Elezovich, Owner-Operator, Country Downs Station, *Transcript of Evidence*, 7 November 2013, p2.

- 5.8 Third party investment in activities enabled by diversification permits is limited under the LAA.¹¹⁷ Tourism WA particularly supports amending the LAA to enable third party investment in tourism in remote and regional Western Australia. The Committee spoke to a number of pastoralists who were conducting low-scale tourism ventures on their leases, and also heard the limitations that diversification permits placed on these ventures. For example, one pastoral family wanted to move to town while their children were at school and looked into leasing their property for that period. However, they were not able to sublease their tourism venture, as it was attached to the leaseholder, not the property, and could not be transferred.¹¹⁸
- 5.9 DoL informed the Committee that there is an ‘*administrative mechanism*’ that allows a permit to be transferred, in effect, to the new lessee when a pastoral lease is sold.¹¹⁹ It would appear that this mechanism is not widely known by pastoralists. The Committee supports legislative change that would give statutory effect to the administrative processes allowing diversification permits to be transferred from one lessee to another.
- 5.10 The Committee recommends that the DoL should consider amending clauses in the LAA that inhibit tourism investment by both pastoralists and third parties. However, the Committee recognises that such amendments may trigger complex procedural requirements under the NTA, which will be discussed further below.
- 5.11 It should be noted that diversification presents challenges for protecting water supply. The Department of Water (DoW) noted that most leases are assigned a priority 1 public drinking water source area.¹²⁰ While grazing is compatible with this level of protection, many other activities, such as developing tourism facilities, horticulture or aquaculture, are not. The DoW acknowledged that diversification permits may be perceived as a ‘*barrier to development*’, but took the view that they are also ‘*an overarching planning mechanism to manage a range of regulatory approvals*’ and assist in ‘*early business development and planning*.’¹²¹

Recommendation 5: The Committee recommends that, as activities under diversification permits can represent a large investment from pastoralists, the Department of Lands should investigate whether diversification permits can be either attached to the lease, or transferred to the next purchaser. This would mean that diversification permits would become an asset.

¹¹⁷ Submission No 22 from Tourism WA, 16 September 2013, p3.

¹¹⁸ Wendy Brockhurst, Partner, Larrawa Station, *Transcript of Evidence*, 7 November 2013, p4.

¹¹⁹ Sandra Eckhart, General Counsel, Department of Lands, *Transcript of Evidence*, 20 November 2013, p5.

¹²⁰ Submission No 13 from Department of Water, 13 September 2013, p1.

¹²¹ Ibid. at p3.

Recommendation 6: The Committee recommends that the Government should investigate ways of accommodating third party investment in activities allowed by diversification permits.

THE NATIVE TITLE ACT AND PASTORAL LEASES

5.12 The *Native Title Act 1993* (Cth) (NTA) has impacted on both the pastoral lease renewal process and on individual pastoralists. There are different levels of understanding of the operation of NTA, Indigenous Land Use Agreements (ILUAs) and pastoral leases among stakeholders. The Committee is not in a position to offer legal advice in relation to the NTA and pastoral leases, but it makes the following observations based on evidence it received during the course of this Inquiry.

5.13 Pastoral lease renewals or re-grants are ‘future acts’ under the NTA. Future acts are defined in s 233 of the NTA. However, some future acts only need to fulfil basic procedural requirements under the NTA. Other acts require more complex procedural requirements to be met so the act is valid. The question for those concerned with pastoralism is not so much what a future act is, as everything from diversification permits to lease re-grants fall under that category, but what procedural requirement will be triggered by a future act.

5.14 Mark Gregory, a solicitor with experience in native title matters, explained, in relation to pastoral leases:

*If you simply re-grant on the same terms and for the same term ... it does not attract any procedural requirement that might slow down the process or stymie the process or result in delay and cost and dispute.*¹²²

5.15 Procedural requirements under the NTA can be straightforward. The provisions of subdivision G of the NTA, which would likely apply to most diversification permits, fall into this category.

5.16 However, to grant a pastoral lease in perpetuity, if it were allowed under the LAA, would likely trigger the more complex procedures under s 24MD (6B), subdivision M of the NTA. Mark Gregory summarised the effects of such a grant as follows:

the Department of Lands would notify any affected native title holders that the lease is proposed to be granted in perpetuity. The native title group then has a couple of months to object to that if they choose to do so, and only if they do object, then you go off to a course of

¹²²

Mark Gregory, Private citizen, *Transcript of Evidence*, 27 November 2013, p2.

*consultation with the native title holders and, if that does not work, there is a deadlock breaking mechanism under what is called the independent person, who is the Chief Stipendiary Magistrate in WA. That can take many months or a year or two to worth through that process. If after the department has notified the proposal to grant a lease in perpetuity, the native title parties do not object ... then the department can simply grant the lease.*¹²³

5.17 It is worth noting that as a result of the operation of the NTA, the State of Western Australia is effectively ‘locked in’ to conditions that were in place when the NTA was passed by the federal government, unless the State is prepared to enter into the procedures mandated in various provisions. This is why leases can be offered for different lengths of time in other states, but cannot be in Western Australia – or not without possible procedural consequences. This is also why the renewal or re-grant of pastoral leases have been made on the same general terms the existing leases, as any changes impacting on native title rights may trigger procedural requirements under the NTA.

5.18 Procedural requirements may include Indigenous Land Use Agreements.

Indigenous Land Use Agreements (ILUAs)

5.19 ILUAs are agreements between native title holders and others ‘*about the use and management of land and waters*’, and they were provided for by 1998 amendments to the NTA.¹²⁴ At the moment, there are 11 ILUAs relating to pastoral properties in Western Australia, out of the 75 registered in the state.¹²⁵

5.20 The process of negotiating ILUAs can be extensive and expensive. Mark Gregory described a typical process:

*The key statutory requirement for an ILUA is that you need to go through a very robust process of getting the authorisation, the agreement of the whole native title group, and that essentially means notifying it widely, bringing that group together or as many of them as you can together in a large meeting, giving them all the information about the agreement and getting their agreement to it, and then going off to the Native Title Tribunal and registering the ILUA.*¹²⁶

¹²³ Mark Gregory, Private citizen, *Transcript of Evidence*, 27 November 2013, p3.

¹²⁴ <http://www.nntt.gov.au/Indigenous-Land-Use-Agreements/Pages/Aboutindigenouslanduseagreements.aspx> (viewed on 28 February 2014).

¹²⁵ <http://www.nntt.gov.au/Indigenous-Land-Use-Agreements/Search-Registered-ILUAs/Pages/Search.aspx> (viewed on 28 February 2014).

¹²⁶ Mark Gregory, Private citizen, *Transcript of Evidence*, 27 November 2013, p5.

- 5.21 Mr Gregory noted that this process may take a long time, and may cost a great deal of money if there are time constraints: it is typically '*a large and expensive task.*'¹²⁷ He suggested that while it may be uneconomic for most pastoralists, there was scope for pastoralists to attend Commonwealth-funded meetings with native title groups, which would reduce the costs.
- 5.22 The Committee spoke to one pastoralist who had undertaken the ILUA process. Kirsty Forshaw of Nita Downs Station reported administrative difficulties with establishing ILUAs. She said that while she had a good relationship with the traditional owners on her pastoral lease, the process of organising the ILUA '*is something that no-one has quite got a handle on.*'¹²⁸ In her experience, the land councils are not resourced to process the ILUAs. She also made a separate observation about the ILUAs are not transferable, so that if the pastoral lease was sold, the process would have to be undertaken anew.
- 5.23 It was suggested to the Committee that the Government should attempt a state-wide ILUA to allow pastoralists freehold or perpetual grants. The Committee understands that this is impractical for a number of reasons. Firstly, agreements would have to be entered into with each separate native title holder group. There are, however, many pastoral areas in which the native title holders have not yet been determined. Secondly, even where native title is settled, the process of negotiation needs to take place with each individual group, or with all groups where there are areas of overlap. The Committee received evidence suggesting that uniform agreement with all groups in all affected areas would be unlikely to be achieved. Thirdly, the practical administrative process of establishing ILUAs would require significant resourcing.
- 5.24 The Committee takes the view that the Government's decision to renew pastoral leases in terms that will not trigger complex procedural requirements under the NTA is a prudent one.



Hon Liz Behjat MLC
Chairman

1 April 2014

¹²⁷ Mark Gregory, Private citizen, *Transcript of Evidence*, 27 November 2013, p5.

¹²⁸ Kirsty Forshaw, Owner/lessee, Nita Downs Station, *Transcript of Evidence*, 7 November 2013, p8.

APPENDIX 1

THE SHAVE LETTER

Attachment C.5. 1997 Offer of Renewal Letter from Minister



MINISTER FOR LANDS; FAIR TRADING;
PARLIAMENTARY AND ELECTORAL AFFAIRS

11TH FLOOR, 2 HAVELOCK STREET, WEST PERTH, WESTERN AUSTRALIA 6005
TELEPHONE: (08) 9366 0300 FACSIMILE: (08) 9481 7456

Dear Pastoralist

RE: PASTORAL LAND TENURE

You will recall in 1995 the then Minister for Lands, the Hon George Cash wrote to you advising that under the Land Act, lessees may apply to the Minister for Lands during 1995 as to the future of their lease beyond the current expiry date of 30 June 2015.

As you applied during 1995, I am now in a position to advise that your lease will be renewed in 2015 subject to:

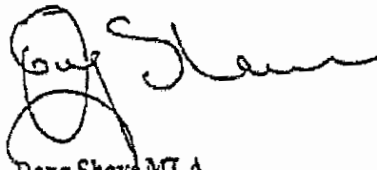
1. compliance with lease conditions, including stocking requirements and maintenance of infrastructure, at the time of expiry on 30 June, 2015;
2. there being no Soil Conservation Notices or other orders by the Soil and Land Conservation Commissioner in force;
3. there being no unfulfilled requirements of the Soil and Land Conservation Commissioner and/or the Pastoral Lands Board in relation to observance of lease conditions under the Soil and Land Conservation Act and the Land Administration Act; and
4. exclusion of areas from the existing lease that may be required for public works, conservation, national park, nature reserve or other Government purposes.
5. the annual lease rental for the lease up to 30 June 2015 will apply to the renewed lease. The rental review period for the renewed lease will continue to apply every five years in accordance with section 123(4) of the LAA.

The next rent review for the renewed lease will be on 1 July 2019.

2

This offer is made in accordance with sections 98(1)(b) and (c) of the Land Act and you may accept the offer at any time within one year from the date of this letter. If you do not accept this offer within this period, the offer will lapse and be void.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Doug Shave', with a large circular flourish on the left side.

Doug Shave MLA
Minister for Lands; Fair Trading;
Parliamentary and Electoral Affairs

11WAM201

24 DEC 1997

APPENDIX 2

DRAFT LEASE DISTRIBUTED JULY 2013



THIS LEASE is made the _____ day of _____

Pursuant to Part 7 of the LAA, the Minister, for and on behalf of the State of Western Australia, leases to the Lessee, the Land subject to the Exclusions, Reservations and Encumbrances, for the Term and at the Rent and subject to the provisions of the LAA and on the following the terms and conditions of this Lease.

1. DEFINITIONS, INTERPRETATION AND EXERCISE OF MINISTER'S POWERS

1.1 Definitions

In this Lease the following definitions apply unless the contrary intention appears:

Authorisation includes a consent, authorisation, permit, licence, approval, agreement, certificate, authority or exemption from, by or with a Government Agency or required under any Law and all conditions attached to an authorisation.

Board means the Pastoral Lands Board established under the LAA.

Business Day means any day other than a Saturday, Sunday or State public holiday in Western Australia.

Commencement Date means the date shown on the front page of this Lease as the commencement date.

Contamination is the state of being "contaminated" as that term is defined in the CSA.

Crown means the Crown in the right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003*.

Department means the department principally assisting the Minister in the administration of the LAA from time to time.

Deposited Plan means the deposited plan referred in the description of the Land on the front page of this Lease.

Encumbrance means the limitations, interests, encumbrances and notifications shown on the front page of this Lease.

Environmental Harm has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

Environmental Law means all planning, environmental (including biodiversity), Contamination or Pollution laws including the *Environmental Protection Act 1984* and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral and in connection with any Environmental Law.

Exclusions means the exclusions set out in clause 10.1.

Governmental Agency means any government or any governmental (including local government), semi-governmental, administrative, fiscal or judicial body, department, commission, statutory authority or board, tribunal, agency or entity.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999*.

GST Law has the meaning given in section 195-1 of the GST Act.

Improvements means buildings, sheds, yards, fences, windmills, bores, wells, dams, water apparatus, drains and pipes and other facilities, structures fixtures and fittings on the Land at the Commencement Date or thereafter placed, effected, constructed, erected or undertaken on the Land during the Term and includes any alterations, additions, replacements, renewal or restorations made to those improvements during the Term.

Insurance Policy means the insurance policy or policies required to be taken out by the Lessee under clause 9.4.

Insurer has the meaning given in section 11 of the *Insurance Act 1973 Cth*.

LAA means the *Land Administration Act 1997*.

Land means the land described on the front page of this Lease subject to the Exclusions, and includes all Improvements on it from time to time.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or local.

Lease means this deed of lease, as it is amended, varied, renewed or assigned from time to time, as permitted by this Lease.

Lessee means the party described as the lessee on the front page of this Lease and includes its successors and permitted assigns.

Lessee's Agent means the employees, agents, contractors, consultants, sublessees, licencees and invitees of the Lessee.

Lessor means the party described as the lessor on the front page of this Lease and includes the Crown.

Minister means the Minister for Lands, a body corporate continued under section 7 of the LAA.

Pastoral Lands Board means the Board established under the LAA or any other body exercising similar functions.

Pastoral Purposes has the meaning given under the LAA.

Permit means any permit issued to the Lessee in respect of the Land under Part 7 of the LAA.

Permitted Use means the use of the Land for Pastoral Purposes.

Pollution means any thing that is "pollution" within the meaning of that term as defined in the *Environmental Protection Act 1986* that is not authorised under any Law.

3

Rent means the annual rent as determined and varied from time to time in accordance with the LAA.

Rent Payment Date means the dates specified in item 2 of the Schedule.

Reservations means the reservations set out in clauses 10.2 to 10.4.

Schedule means the schedule to this Lease.

Services means all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity and telecommunications facilities.

Stock means:

- (a) “authorised stock” as that term is defined in section 93 of the LAA; and
- (b) stock for which a permit has been issued under section 122A of the LAA.

Surrounding Area means any land or water adjacent to or in the vicinity of the Land and the air generally above the Land, and includes an affected site within the meaning of that term as defined in the CSA.

Term means, subject to any sooner determination under the terms of this Lease or the LAA, the term set out on the front page of this Lease commencing on the Commencement Date.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

TLA Agency means the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the *Transfer of Land Act 1893* being, at the Commencement Date, the Western Australian Land Information Authority a body corporate under the *Land Information Authority Act 2006* and known as “Landgate”.

1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders;
- (d) the word “including” is deemed to be followed by “but not limited to”;
- (e) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (f) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;
- (g) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Lease;
- (h) a reference to a party to this Lease includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;

4

- (i) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (j) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (k) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (l) a reference to a statute, regulation, ordinance or other law in this Lease includes regulations, proclamations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time;
- (m) a reference in this Lease to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (n) words that are defined in the LAA and used in this Lease have the same meaning given to them under the LAA.

1.3 Performance of functions by Minister

- (a) Under section 10(1) of the LAA, the Minister may, in the name and on behalf of the State, exercise powers and perform duties in relation to land in accordance with the LAA.
- (b) All acts and things which the Minister or Lessor is required or empowered to do under this Lease may be done by the Minister or the Minister's delegate appointed under section 9 of the LAA.
- (c) Where in this Lease the Minister or Lessor may or is required to do any thing or exercise any power (other than a power conferred on the Minister under the LAA), that thing may be done or that power may be exercised by a duly authorised officer of Department in the name and on behalf of the Minister.

1.4 Approval by the Minister

- (a) In any case where under this Lease the doing or executing of any act matter or thing by the Lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under sub-clause (a) will constitute a breach of a condition or covenant under this Lease.

2. APPLICATION OF STATUTES

2.1 Land Administration Act

The Lessee and the Lessor agree that:

- (a) the provisions of the LAA relating to pastoral leases on Crown land granted under Part 7 of the LAA apply to this Lease; and

5

- (b) the provisions of this Lease do not in any way affect, alter or derogate from the Lessor's, the Minister's or the Board's rights or powers conferred under the LAA.

2.2 Statutory exclusions

The covenants and powers implied by the *Transfer of Land Act 1893* do not apply to this Lease and are not implied in this Lease unless expressly included.

2.3 Statutory inclusions

Nothing in this Lease affects or derogates from any right, power, condition or reservation granted or reserved in respect of or applying to the Land under any Law from time to time.

2.4 Deposited Plan

The Lessor and the Lessee acknowledge and agree that the Deposited Plan depicts the spatial extent of the Land and the Exclusions without the benefit of formal survey.

3. RENT

3.1 Payment of Rent

The Lessee must pay to the Lessor the Rent:

- (a) by an initial payment equal to one half of the Rent on the execution of this Lease, and then by consecutive half-yearly payments in advance on each Rent Payment Date, each payment being one-half of the Rent (excluding the first payment of Rent immediately after the initial payment, which will be proportionate if necessary);
- (b) at the place and in the manner notified by the Lessor in writing at any time;
- (c) without deduction or abatement; and
- (d) without demand from the Lessor.

4. OTHER PAYMENTS BY LESSEE

4.1 Payment of rates, taxes etc

The Lessee must pay, when due and payable, all present and future rates, taxes (including State land tax), charges, impositions, assessments, outgoings, duties and fees of any Governmental Agency which at any time during the Term are charged upon the Land or imposed or levied upon the Lessor or the Lessee in respect of the Land, use of the Land for the Permitted Use or the ownership of the Land.

4.2 Legal costs and duty

- (a) The Lessee must pay to the Lessor the Lessor's reasonable legal and other costs and expenses arising out of this Lease, including those incurred:
 - (i) in relation to any assignment, subletting or surrender of this Lease;
 - (ii) in considering a request for any consent or approval by the Minister;
 - (iii) as a result of a default by the Lessee in the performance of any of the conditions of this Lease or any Permit; and

6

- (iv) in the exercise of any right, power, privilege, authority or remedy of the Lessor in respect of this Lease, including forfeiture.
- (b) The Lessee is to pay or reimburse the Lessor on demand for all costs relating to the registration of this Lease at the TLA Agency.

5. USE OF THE LAND

5.1 Permitted Use

This Lease confers on the Lessee a right to occupy and use the Land for the Permitted Use in accordance with the LAA, the provisions of this Lease and any Permit and the Lessee must not use the Land for any other purpose. For the avoidance of doubt, the Permitted Use includes the right to place, effect, construct, erect, undertake, alter and add Improvements on the Land as are reasonably required or necessary for or ancillary to the Permitted Use and replace, renew or restore all such Improvements,

5.2 Nuisance and noxious, offensive or other activities

The Lessee must, not at any time during the Term:

- (a) carry on or permit to be carried on or from the Land any noxious, offensive, unlawful, illegal or immoral act, trade, business, occupation or calling; or
- (b) do or permit to be carried on or from the Land any act, matter or thing which results in nuisance, damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings.

5.3 No right to soil or timber

Subject to the provisions of the LAA, this Lease and any Permit, the Lessee shall have no right to the soil, or to the timber of the Land, except as may be required for the Permitted Use.

6. DEALINGS WITH THIS LEASE

The Lessor may only dispose of, deal with, or assign its estate or interest in, or part with possession of the Land, in accordance with the LAA.

7. LESSEE'S GENERAL OBLIGATIONS

7.1 Contamination, Pollution and Environmental Harm

- (a) The Lessee:
 - (i) must not, except as permitted by any Authorisation or Law, cause or permit any Contamination, Pollution or Environmental Harm to the Land;
 - (ii) must notify the Lessor immediately on becoming aware of:
 - (A) the existence of any Contamination affecting the Land which relates to or arises from the Lessee's use of the Land or a Surrounding Area;
 - (B) any Pollution affecting the Land which relates to or arises from the Lessee's use of the Land or a Surrounding Area;

7

- (C) an Environmental Notice being served on the Lessee or any other person which relates to or arises from the Lessee's use of the Land; or
- (D) the making of a complaint to any person, including, the Lessee or the commencement of proceedings against the Lessee relating to an alleged failure by the Lessee to observe or perform an obligation under an Environmental Law, which relates to or arises from the Lessee's use of the Land or a Surrounding Area; and
- (iii) must, at the Lessee's cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Lessee's use of the Land, whether the notice is served on Lessor or the Lessee.
- (b) Without:
 - (i) affecting the obligations of the Lessee in this clause; or
 - (ii) limiting any right of, or indemnity in favour of, the Lessor

if any Contamination, Pollution or Environmental Harm occurs in breach of subclause (a), the Lessee must do everything necessary to minimise the effect of the Contamination, Pollution or Environmental Harm as soon as reasonably practicable and must remediate any resultant damage and harm, to the reasonable satisfaction of the Lessor and in compliance with any Environmental Notice or Environmental Law.
- (c) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing or liability which occurred or arose before the expiration or earlier determination of this Lease.

7.2 Compliance with Law*

In addition and without limitation to anything else provided in the LAA and this Lease about complying with Laws, the Lessee must comply with all Laws and requirements, notices, orders or direction of any Governmental Agency applicable to:

- (a) the exercise of the Lessee's rights or the performance of the Lessee's obligations under this Lease and any Permit;
- (b) the use and occupation of the Land by the Lessee or the Lessee's Agents;
- (c) rangeland land management conditions and monitoring requirements;
- (d) any Improvements; and
- (e) the Stock.

7.3 Grazing

The Lessee will not and will not permit:

- (a) any grazing on all or part of the area leased where grazing is prohibited under the powers contained in the Soil and Land Conservation Act 1945 or any other Environmental Law;
- (b) grazing on all or such part of the area leased or otherwise howsoever in breach of any conditions or restrictions imposed under the powers contained under any Law.

* DRAFTING NOTE: Clause 7.2 should be reviewed after Part 7 amendments have been made.

8. REGISTRATION OF LEASE

The Lessor will lodge this Lease for registration at the TLA Agency within 30 days after the Lessor and the Lessee execute it.

9. INDEMNITIES AND RELEASE**9.1 Definition**

For the purposes of clauses 9.3 and 9.5 the term **Lessor** includes the Minister and the officers, agents, employees and contractors of the Lessor and the Minister.

9.2 Lessee liable for Lessee's Agent

The Lessee is responsible and liable for all acts or omissions of the Lessee's Agent on the Land and for any breach by it of any covenants or terms in this Lease and any Permit required to be performed or complied with by the Lessee.

9.3 Indemnity

- (a) The Lessee indemnifies and must keep indemnified the Lessor from and against all actions, claims, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against the Lessor and costs incurred by the Lessor in respect of:
 - (i) any loss (including loss of use);
 - (ii) injury or damage of, or to, any nature or kind of property; and
 - (iii) the death of, or injury or illness sustained by, any person,directly or indirectly caused by, arising out of, or in connection with:
 - (A) the use or occupation of the Land and Improvements by the Lessee or the Lessee's Agents;
 - (B) any work carried out by or on behalf of the Lessee on the Land or to the Improvements;
 - (C) the Lessee's activities, operations, business or other use of the Land under the LAA, this Lease and any Permit;
 - (D) the presence of any Contamination or Pollution in on or under the Land or the Surrounding Area caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agent; and
 - (E) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease and any Permit.
- (b) The Lessee's liability to indemnify under subclause (a) does not apply to the extent that the loss or damage is caused by or contributed to the negligence of the Lessor.
- (c) The Lessee indemnifies and must keep indemnified the Lessor from and against all claims, proceedings, suits or writs which may at any time be brought, maintained or made against the Lessor and expenses incurred by the Lessor relating to, or in respect of, any remediation of Pollution or Contamination required under any Law or by any

9

Governmental Agency as a result of any Pollution or Contamination emanating on, or from, the Land as a result of, or relating to, the use or occupation of the Land by the Lessee.

- (d) The obligations of the Lessee under this clause:
- (i) are unaffected by the obligation of the Lessee to take out insurance and the obligations of the Lessee to indemnify are paramount; and
 - (ii) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

9.4 Insurance

- (a) The Lessee must during the Term effect, maintain and keep current with an Insurer approved by the Lessor a public risk insurance policy in respect of the Land in the amount specified in Item 4 of the Schedule for any one claim (or such other amount as the Minister may reasonably require at any time and from time consistent with usual prudent commercial practice) and which includes the interests of the Minister and Lessor under this Lease and any Permit and covers all claims and losses howsoever arising or caused, including:
- (i) in respect of:
 - (A) the death of, or any injury or illness sustained by, any person;
 - (B) any loss, damage or destruction to any property including to the property of the Lessor; or
 - (C) the loss of use of any property, including the property of the Lessor; and
 - (ii) liability arising out of any Contamination or Pollution of a sudden and accidental nature (or such other form of insurance coverage as may become readily available from an Insurer carrying on business in Australia) during the Term, or of any Environmental Harm of the Land or the Surrounding Area.
- (b) The Lessee must:
- (i) give to the Lessor a copy of the Insurance Policy at the Commencement Date and on demand; and
 - (ii) submit evidence to the Lessor on each anniversary of the Commencement Date during the Term, or as otherwise requested by the Lessor, which shows that the Insurance Policy remains current.
- (c) The Lessee must:
- (i) punctually pay all premiums and renewals for each Insurance Policy;
 - (ii) not, and must not permit any person to, do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under any Insurance Policy;
 - (iii) ensure that it does not at any time during the Term do or bring upon the Land anything where any insurance relating to the Land may be rendered void or voidable; and

10

- (iv) if the Lessee brings anything onto the Land where the rate of premium for an Insurance Policy will be liable to be increased, obtain insurance cover for such increased risk and pay all additional premiums on the Land (if any) required on account of the additional risk caused by the use to which the Land is put by the Lessee.

9.5 Release

(a) The Lessee:

- (i) agrees to occupy, use and keep the Land at the risk of the Lessee;
- (ii) releases the Lessor to the full extent permitted by law from any:
 - (A) loss, damage or liability that may arise in respect of any accident on or near the Land;
 - (B) loss, damage or liability arising from the death of, injury to, or illness of, any person on the Land;
 - (C) loss of, or damage to, the Improvements or the property of the Lessee including Stock, fixtures, fittings or other improvements on the Land;
 - (D) claims, actions, loss, damage, liability, costs and expenses arising from or connected with, directly or indirectly, the presence of any Contamination or Pollution on or under the Land or Surrounding Area.

except to the extent that the same is caused by the negligence of the Lessor.

- (b) The release given by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

10. EXCLUSIONS AND RESERVATIONS

10.1 Exclusions

All land that is marked for a road, reserve, stock route or other public purpose on:

- (a) the Deposited Plan; or
- (b) any other plan or title held by the Registrar of Titles under the *Transfer of Land Act 1893*,

is excluded from the Land and is not the subject of this Lease.

10.2 Reservations

- (a) The Lessor reserves the right for itself, any Minister of the Crown, any Governmental Agency and each of their officers, agents, employees and contractors to:
 - (i) lay out, declare, open and make, either permanently or for temporary use, public roads through, on or over the Land;
 - (ii) take away any indigenous produce, rock, soil or other material which may be required for any public purpose, from the Land; or

11

- (iii) pass over any part of the Land in connection with the performance of their functions (as that term is defined in the *Interpretation Act 1984 (WA)*) with or without horses, stock, or vehicles, on all necessary occasions including for the purpose of accessing adjoining land.
- (b) The Lessee shall be entitled to payment for any lawful improvements, as that term is referred to in section 114(2) of the LAA, directly affected by the exercise of a Reservation under subclause (a)(i) or (a)(ii), but not otherwise.

10.3 Reservation in favour of Aboriginal persons

This Lease is subject to the reservation in favour of Aboriginal persons in accordance with section 104 of the Act as may be amended, supplemented or replaced from time to time.

10.4 Other Reservations

This Lease is subject to any reservation contained in the LAA or any other Act, from time to time including reservations in the *Mining Act 1978**, the *Petroleum and Geothermal Energy Resources Act 1967**, the *Conservation and Land Management Act 1984** and the *Sandalwood Act 1929**.

11. TERMINATION

11.1 Non payment of Rent

In respect of the Lessee's obligation to pay Rent or make other payments, the acceptance by the Lessor of any late payment shall not constitute a waiver of the Lessee's obligation to make that payment or of the Lessee's continuing obligation to pay during the Term or of the Lessor's rights under this Lease or the LAA in respect of the late payment of Rent.

11.2 Termination of Lease

- (a) The parties agree that, in addition to any other ground for termination at law, and subject to section 81(1) of the *Property Law Act 1969* if it applies, this Lease may be terminated by the Lessor:
 - (i) if the Lessee:
 - (A) becomes bankrupt or enters into any form of arrangement (formal or informal) with any of its creditors, or an administrator or a receiver or a receiver and manager is appointed to any of its assets;
 - (B) being a company, or other body corporate, an order is made or a resolution is passed for its winding up except for the purpose of reconstruction or amalgamation;
 - (C) being a company, or other body corporate ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed; or
 - (D) being a company, is placed under official management under the *Corporations Act 2001* or enters into a composition or scheme of arrangement,

* **DRAFTING NOTE:** Check that the legislation continues to be in force as at 1 July 2015 and has not expired, been repealed, or otherwise ceased to be in force.

12

and without limiting the foregoing but for the avoidance of doubt, subclause (i) applies to any such event that may occur in relation to the Lessee if it is an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 Cth*;

- (ii) if the Lessee is an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 Cth* and a determination is made by the Registrar under that Act that the Lessee is to be under special administration; or
 - (iii) immediately if any rights are exercised, or if any action is commenced or taken under the *Animal Welfare Act 2002* concerning animals on the Land or in the care of the Lessee.
- (b) This Lease may be terminated under subclause (a) either by the Lessor giving notice to the Lessee or by the Lessor re-entering the Land without notice and on re-entry this Lease terminates without compensation.

11.3 Breach of Lease

- (a) Without limiting any provisions of this Lease from being a condition for the purposes of section 35 of the LAA, it is agreed and acknowledged by the Lessee that breach of a condition may give rights to the Lessor to forfeit this Lease under section 35 of the LAA.
- (b) The Lessee agrees that the occurrence of any of the things in clause 11.2(a) is a breach of a condition of this Lease and thereby entitling the Lessor to forfeit this Lease under section 35 of the LAA.

12. RIGHTS AND OBLIGATIONS AT TERMINATION OF LEASE

12.1 Yielding up

On the expiration or earlier determination of this Lease, the Lessee must:

- (a) surrender peaceably and yield up the Land and all lawful improvements in accordance with section 114 of the LAA to the Minister:
 - (i) clean and free from rubbish; and
 - (ii) in a state of good repair and condition consistent with compliance by the Lessee with the LAA and the provisions of this Lease and any Permit;
- (b) remove all fixtures or any other property, not being lawful improvements required to be yielded up under subclause (a), from the Land and make good any damage caused by the removal to the Lessor's satisfaction; and
- (c) remove all Stock.

12.2 Survival

The Lessee's obligations to observe and perform the covenants contained in clause 12.1 will survive the expiration or earlier determination of this Lease.

13. NOTICES**13.1 Service of notice on Lessee**

Unless otherwise provided by any Law, any notice or other document to be served on the Lessee under this Lease will be served in accordance with section 274 of the LAA.

13.2 Service of notices on Lessor or Minister

Any notice or other document to be served on the Lessor or the Minister under this Lease may be effected:

- (a) by delivering the document personally to the offices of the Department at the address or such other address as is notified in writing to the Lessee by the Lessor; or
- (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of the Department or to any other address or facsimile number subsequently notified in writing to the Lessee by the Lessor.

13.3 Requirements of notices served on the Lessor and Minister

A notice or other document to be served on the Lessor or the Minister under this Lease must be signed:

- (a) if given by an individual, by the person giving the notice;
- (b) if given by a corporation, by a director or secretary of the corporation; or
- (c) by a solicitor or other duly appointed agent of the person giving the notice.

14. GENERAL PROVISIONS**14.1 Waiver**

- (a) Failure to exercise or delay in exercising any right, power or privilege in this Lease by the Lessor or the Minister does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude:
 - (i) any other or further exercise of that right, power or privilege; or
 - (ii) the exercise of any other right, power or privilege.

14.2 Applicable Law

- (a) This Lease shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

14.3 Accrued rights

The termination of this Lease (including by way of forfeiture) or surrender of this Lease in respect of the whole or any part of the Land does not affect the rights or remedies of the

14

Minister against the Lessee in relation to a breach of this Lease by the Lessee before the termination or surrender, as the case may be, of the Lease.

14.4 Cost of Lessee's obligations

Unless this Lease provides otherwise, anything that must be done by the Lessee under this Lease, whether or not at the request of the Lessor or the Minister, must be done at the cost of the Lessee.

14.5 Services

The Lessee acknowledges that the Lessor is not liable for the cost of, or for arranging the provision or connection of, Services to the Land.

15. GOODS AND SERVICES TAX**15.1 Rent exclusive of GST**

The Rent and any other amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

15.2 Lessee to pay GST

The Lessee must pay additional to any amounts payable by the Lessee for a Taxable Supply, any GST payable by the Lessor in respect of the Taxable Supply made under this Lease.

15.3 Tax invoice

Where GST is payable, the Lessor shall provide to the Lessee, a Tax Invoice in the format and form required as set out in the GST Law.

15.4 Notification is conclusive

A written notification given to the Lessee by the Lessor of the amount of GST that the Lessor is liable to pay on a Taxable Supply made or to be made under this Lease is conclusive between the parties except in the case of an obvious error.

15.5 Lessee must pay GST at same time

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under this Lease, at the same time and in the same manner, as the Lessee is obliged to pay for the Taxable Supply, or otherwise on demand.

15.6 Apportionment of GST

Where a Taxable Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Lessee's proportion of that Taxable Supply is determined.

15
SCHEDULE

Item	Term	Definition
1.	Rent	<i>\$/insert amount/</i> per year
2.	Rent Payment Date	
3.	Address for payment of Rent	<p>Department of Lands State Land Services Level 2, 140 William Street Perth, WA, 6000</p> <p>or</p> <p>PO Box 1143, West Perth, WA, 6872</p> <p>Attention: Manager, Accounting Services</p>
4.	Amount of Public Risk Insurance	Ten million dollars (\$10,000,000)

APPENDIX 3

DRAFT COMMUNICATION MANAGEMENT STRATEGY



Government of **Western Australia**

Department of **Regional Development and Lands**

2015 PASTORAL LEASE RENEWALS

COMMUNICATION MANAGEMENT STRATEGY

Version:	0.2
Release Status:	DRAFT
Release Date:	12-12-2011
Authors:	Cathy Pumphrey, John Andrioff
Owner:	Project Executive
Client:	Lands Division – Pastoral land Unit
File Number:	00698-2010/01

2015 Pastoral Lease Renewals
Communication Management Strategy

DOCUMENT HISTORY

Document Location

A hard copy version of this document is only valid on the day it was printed.

The source of the document will be found in the Controls section of the Project file.

Revision History				
Revision	Revision date	Summary of Changes	Author/Editor	Changes marked
0.1, DRAFT	01-03-2011	Draft version only	Cathy Pumphrey	N/A
0.2, DRAFT	12-12-2011	Submitted to PCB for comment	John Andrioff	Yes

Approvals				
This document requires the following approvals.				
Name	Signature	Title	Date	Version
John Andrioff		Project Manager	12-12-2011	0.2
Karel Eringa		Project Executive	12-12-2011	0.2
Leanne Corker		Senior User	12-12-2011	0.2
Dione Bilick		Senior Supplier	12-12-2011	0.2

Distribution				
This document has been distributed to:				
Name	Title		Date	Version
John Andrioff	Project Manager			0.2
Karel Eringa	Project Executive			0.2
Leanne Corker	Senior User			0.2
Dione Bilick	Senior Supplier			0.2

CONTENTS

1	PURPOSE	1
2.	COMMUNICATION OBJECTIVES	1
3.	KEY MESSAGES	1-3
4	METHODS OF COMMUNICATION	3
5.	ROLLS AND RESPONSIBILITIES	4
6.	STAKEHOLDER ANALYSIS	4-7
7.	PAST CONSULTATION OR COMMUNICATION WITH STAKEHOLDERS	7
8.	COMMUNICATION PLAN	8-11
9.	EVALUATION AND MONITORING.....	12
10.	COMMUNICATION PROTOCOLS.....	12
11.	COMMUNICATION BUDGET.....	12

1 Purpose

The Communication Management Strategy (CMS) is a description of the means and frequency of communication to parties both internal and external to the 2015 Pastoral Lease Renewal Project (the Project). It facilitates engagement with stakeholders through a controlled flow of information.

The CMS aims to promote the core objectives of the Department of Regional Development and Lands (RDL), with a particular focus on:

- 1.1 Maintaining the role of the RDL as lead agency for the Project – the Project Team will liaise with and co-ordinate both internal and external stakeholders and including stakeholders from the pastoral industry
- 1.2 Developing a regional presence by RDL, the Project Team will meet with pastoralists as necessary either at their properties or at regional centres, co-operating with other agencies (e.g. DEC, DAFWA, Transport, Planning and Local Governments) where possible; and
- 1.3 Implementing and complying with the provisions of the *Land Administration Act 1997* (LAA) in regard to the renewal of pastoral leases on 1 July 2015.

2 Communication Objectives

The objectives of communication to both internal and external stakeholders and other interested parties of the project include:

- 2.1 To reduce the concerns and potential anxiety of pastoral lessees about continuity of tenure post 1 July 2015, and to provide reassurance that, for the purposes of renewal on 1 July 2015, a native title future act process *will not* be required;
- 2.2 To ensure timely provision of relevant information to all pastoral lessees regarding exclusion areas, compliance, format of the new lease and registration processes;
- 2.3 To reduce the concerns and potential anxiety of encumbrance holders, particularly mortgagors, about security for their current interest/capital investment beyond 1 July 2015;
- 2.4 To facilitate the distribution of the draft "new" lease document to stakeholders in the pastoral industry and to co-ordinate the receipt and consideration of responses from the industry; and
- 2.5 To develop awareness of the 2015 project within RDL and of the need to refer to the project team prior to commencing any actions in regard to pastoral leases between July 2010 and July 2015.

3 Key Messages

The key messages to be delivered to key stakeholders both internal and external, including other interested parties are:

3(A) Pastoral Leases not to be renewed in 2015 (including those in South West).

3(A).1 The Project Team will be in contact with lessees of leases that will not be renewed in 2015 or who are seeking alternate tenure post 2015 to ensure that 3(A).1.1 and 3(A).1.2 below are processed:

- 3(A).1.1 matters relating to compensation for lawful improvements are processed in 2015 as applicable, and
- 3(A).1.2 applications for alternate tenure are processed in a timely manner to ensure continuity of tenure as applicable.

3(A).2 The Project Team will ensure regular contact with relevant third parties including:

- 3(A).2.1 Landgate - Valuation Services to ensure valuations for lawful improvements are complete to enable payment of compensation where applicable from 1 July 2015;
- 3(A).2.2 State Land Services – Regional Teams to ensure that alternate tenure applications will be processed to ensure continuity of tenure post 1 July 2015, and
- 3(A).2.3 Acquiring Agencies – to ensure that any portions of expiring leases to be offered as alternate tenure to current lessees are given priority, and to ensure that any requirements for legal access and joint management are processed in a timely manner.

3(B) Pastoral Leases to be renewed in 2015:

3(B).3 The Minister for Lands has previously offered pastoral lessees renewal of their leases on 1 July 2015, subject to compliance with certain conditions. The Project Team will be in contact with all lessees in regard to:

- 3(B).3.1 the processing of agreed exclusion areas as applicable;
- 3(B).3.2 being in contact with all pastoral lessees in regard to explaining, assessing and fulfilling the conditions of the Ministers offer;
- 3(B).3.3 the new lease document, associated registration processes and including matters relating to any encumbrances to be registered on 1 July 2015; and
- 3(B).3.4 valuation and payment of compensation for lawful improvements, as applicable, to ensure processing in 2015.

3(B).4 The Project Team will contact and liaise with relevant third parties including:

- 3(B).4.1 Landgate - Valuation Services to ensure valuations for lawful improvements are complete to enable payment of compensation as applicable from 1 July 2015;
- 3(B).4.2 Acquiring Agencies – to advise all acquiring agencies that the exclusions have occurred, then to contact the appropriate State Land Services – Regional Team to make application for the exclusion area, and to ensure any conditions forming part of the signed agreements are fulfilled;
- 3(B).4.3 Legislative and Legal – to ensure that the new lease format is drafted and circulated within the pastoral industry for comment;

- 3(B).4.4 Pastoral Land Unit (PLU), Department of Agriculture and Food, the Pastoral Lands Board and the Minister for Lands in regard to achieving;
 - (i) maximum levels of compliance to enable the issue of the new leases; and
 - (ii) continuing viability post 1 July 2015;
- 3(B).4.5 Landgate – Registration Branch in regard to registration processes;
- 3(B).4.6 Encumbrance holders – especially mortgagors to ensure continuity of financial investment in the pastoral industry; and
- 3(B).4.7 Landgate – BCT via annual, staged Work Packages to achieve completion of the necessary exclusion and Balance Deposited Plans.

4 Methods of Communication

This section is a description of communication methods that may be used in relation to communications to both internal and external parties, such as, media releases, community engagement, public events and any other form of internal and external communications used by the project. In all cases RDL's protocols and practices will prevail.

- 4.1 Correspondence to Minister for Lands – either information to note or recommendations for action in Briefing Note format.
- 4.2 Correspondence to Director General – as per 4.1 above.
- 4.3 Communication to Pastoral Lands Board – via agenda, action recommendation or to note for information.
- 4.4 Within RDL and Lands Division – discussions, meetings, internal memoranda, email.
- 4.5 Departmental Website and Intranet: Newsflashes, What's On, Mail Broadcasts, Projects site within Intranet.
- 4.6 RDL Publications – "RDL Matters", "Pastoral Lines", and Brochures and FAQ's sheet.
- 4.7 Email Newsletter to pastoralists (hard copy to those with no email).
- 4.8 Landgate –
 - 4.8.1 BCT Work Packages under agreed PRINCE2 project methodology, emails, telephone, visits & meetings as required.
 - 4.8.2 Valuation Services: meetings, emails, letters, telephone.
 - 4.8.3 Registration and Crown Document Checking Teams: meetings, emails, letters, telephone.
- 4.9 Acquiring Agencies – as required, email, telephone, letters, brochure & letter.
- 4.10 Encumbrance Holders (especially Mortgagors) – by mail, email and telephone, such contact to be with the consent/knowledge of the lessee or instigated, or

undertaken by the lessee. Relevant industry bodies may be notified of the project as stakeholder groups.

5 Roles and Responsibilities

This section describes who will be responsible for various aspects of the communication process. It is not anticipated that any communication services will be sourced externally. RDL policies and procedures will be followed for all forms of communication under this strategy.

Name	Responsibilities
RDL-Corporate Services-Communications	"RDL Matters", Media Contact, assistance in sourcing appropriate contacts, brochures & publications, participation in departmental/regional events
RDL-Corporate Services- Information Officer	Access to and Updating RDL Web page
PLB	Advices to pastoralists and the industry in general, recommendations to the Minister, and the PLU, including the Project Team
Project Team	Preparation of all material, routine correspondence, co-ordinating and ensuring accuracy and timely publication of all communication materials; Briefing Notes; Work Packages as defined in the Project Brief; communication with Project Control Board; field trips; attendance at rural events
Liaison and Staff in the Field	Conversant with the principles of the 2015 Project and informed about the major milestones
RDL-Lands Division-Legal & Legislative	Preparation of the "new" lease document and providing other legal advice relevant to the 2015 Project

6 Stakeholder Analysis

The following is a summary of the key stakeholders of the project, both internal and external with their information needs:

Internal Stakeholders:

Key Stakeholder	Information required from the project	Information to be provided to the project
Minister for Lands	Updates/Progress Reports (Bi-Annual); identification of Risks especially in regard to compliance; recommendations in regard to variations to	Decisions. Notations

2015 Pastoral Lease Renewals
Communication Management Strategy

DRAFT

	exclusion agreements	
Pastoral Lands Board	Major milestones; current status of project; issues arising, Bi-Annual Report	Assistance with Directives for the Strategy for continuity of tenure
Pastoral Lands Unit	Progress Reports, exclusions-area amendments, rental adjustments, communication re compliance matters – team meeting reports/briefings	Assistance with formulation of the Strategy for continuity of tenure, any changes in tenure substantially affecting 2015 outcomes, staff support as required
SLS – Regional Teams	Exclusion details, conditions to be observed, alternate tenures requested	Updates re exclusions &/or alternate tenure applications to ensure continuity of tenure post 30 June 2015
Legislative and Legal	Request for new lease document Requests for legal advice on issues arising – eg compensation, tenure, compliance, variation of exclusion agreements	Timely responses Frequent meeting with timely responses
Policy and Practice	Timeframes Updates	Procedural advice re systems. New lease document incorporated into the system Policy guidance as necessary Delegation to approve minor variation to exclusion agreements (eg: sections 9 & 143 LAA)
Accounts Branch	Input of New lease details into Oracle-linked to 28 day GST requirements, impacting on registration timeline	Staffing requirements – training & additional resource numbers
Survey Co-ordination Team	Requests for new plans Requests regarding issues around existing plans	New plans Assistance on any matters relating to DP's, survey, jobs in lodged layer (Smart Plan)

External Stakeholders:

Key Stakeholder	Information required from the project	Information to be provided to the project
-----------------	---------------------------------------	---

2015 Pastoral Lease Renewals
Communication Management Strategy

DRAFT

Pastoral Lessees	<p>From 2010 – regular updates and access to information /provide assistance.</p> <p>Dialogue on how to achieve unconditional offer of renewal in 2015</p> <p>Conveyance & registration advice</p> <p>New Lease</p>	<p>Feedback being positive and/or negative, suggestions</p> <p>Dialogue on how to achieve unconditional offer of renewal in 2015</p> <p>Contact & agreement by encumbrance holders, duplicate lease to be provided & execution of the new lease document</p>
Encumbrance Holders	Dates, Timelines, Processes	For early exclusions, agreement to reduced area for encumbrance. At 2015, agreement to removal of encumbrance to facilitate removal of expired lease and/or lodgement of encumbrance against new lease
Australian Bankers Association	Dates, Timelines, Processes	Stakeholder contact.
Acquiring Agencies	<p>Reminder of agreements</p> <p>Advices, as exclusions proceed/occur, in regard to future tenure and compensation, if applicable</p>	Confirmation that they intend to proceed with acquisition
DAFWA	Dialogue as to compliance and impact on viability	Dialogue as to compliance and impact on viability
Pastoral Industry Stakeholders (PGA)	Regular general updates. Specific information &/or direction at critical times	Feedback being positive and/or negative
Landgate – Valuation Services	2015 PL's with exclusions, non-renewals, access to plans & reports if required	Cost of preparing initial desktop valuation, cost of providing valuation, anticipated cost of compensation (for Cabinet submission) and final valuations
Landgate - BCT	Work Packages to enable completion of Deposited Plans	Completed Plans, Project reports, identification of risks to schedules and outcomes
Landgate – Registration Services	Consultation to determine how registration is to occur 1/7/2015	Consultation to ensure registration will occur on 1/7/2015

Besides the key stakeholders, other interested parties which have been identified with their information needs are:

Other interested Parties	Information required from the project
Native Title Parties & Representative Bodies	<p>Assurance that the new pastoral leases, in accordance with the provisions of the LAA <i>will not</i> change or limit</p> <p>If required advice that the new lease will not invoke a future act process under the NTA, as no greater interest or tenure is offered to the current lessee</p>

7 Past consultation or communications with stakeholders

The process to renew pastoral leases upon expiry on 30 June 2015 is determined in legislation by both the *Land Act, 1933* and the *Land Administration Act, 1997*. In 1995, lessees were invited by the then Minister for Lands to apply to renew their leases. The offer to renew, was, and remains subject to 5 conditions. The offer was sent to all responding lessees on 24 December 1997 by the then Minister for Lands.

Following amendments to the LAA there was an opportunity for land to be identified for exclusion from pastoral leases for public purposes. The then Minister for Lands wrote to all lessees with identified exclusion areas with an offer to negotiate. This process included correspondence and on-site visitations over a 2 year period and involved Departmental representatives, lessees and acquiring agencies/bodies. The final exclusion areas and agreements were determined by the Minister at the end of 2004.

2015 Pastoral Lease Renewals
Communication Management Strategy

8 Communication Plan

The following matrix shows how and when the communications will be delivered to the various stakeholders during the life of the project:

(Note: updated as required to reflect project needs during the life of the project)

Target Audience	Information Required	Frequency	Communication Method	Responsible	Timeframe
Project Board Members	Project progress	Bi-annual	Highlight Report	Project Manager	Bi-annual to December 2015
Project Board Members	Situation in exception and recommendations for the way to proceed	As needed	Exception Report	Project Manager	Deviation from stage or project tolerance
Project Board Members	End stage assessment	One-off	End Stage Report	Project Manager	End Stage
Project Board Members	Lessons learned and recommendations for improvement	End of each stage or one-off at end of project	Lessons Report	Project Manager	End Stage or End of Project
Project Board Members	Project closure	One-off	End Project Report	Project Manager	End of project
List the targeted audience to receive the communication / key messages	What key messages to be delivered to the targeted audience	One-off / monthly / end of specific stage / key milestones / etc?	Email Newsletter / Newsflash / What's On? / Mail Broadcast / Project Webpage / Meetings / Workshops / Briefing / Letters / Targeted Consultations / etc	Specify who is responsible to ensure the communication is delivered as planned	Specify the date / key milestones / the point at which the communication will be delivered
Minister for Lands	Progress Report	Bi-annual	Briefing Note for Information	Project Manager	Bi-annual to December 2015
	Levels of compliance to enable Minister to make unconditional offer of renewal	Dec 2013, June 2014,	Briefing note	Project Manager	All offers to be

Draft: Communication
Strategy.doc
Version Date: 12-12-2011

Version 0.2

Page 8

2015 Pastoral Lease Renewals
Communication Management Strategy

Target Audience	Information Required	Frequency	Communication Method	Responsible	Timeframe
		then as req'd			finalised by December 2014
Pastoral Lands Board	Progress Report	Bi-annual	Agenda Item for Information	Project Manager	Bi-annual to December 2015
	Advice/Recommendation	As required	Agenda Item	Project Manager	As required
Pastoral Lessees	General updates on the Project	Annually	Enclosure or letter mail out	Project Manager	2 nd half of each year
	Individual advice of renewal status	As required Oct 2014	Letter for critical points, with email and telephone as required in interim	Project Manager	As required
Encumbrance Holders	Advice on continuing interest & action required	To end 2014	Letter, interim telephone contact, general publication to industry stakeholders	Project Manager	As required
Acquiring Agencies	On-going and various	Regular	Normal operational procedures	Project Team	To end of 2015
Landgate-BCT	Request to prepare Dependent Plans	Annual	Work Packages	Project Manager	To 30 June 2014
Landgate-Valuation Services	Request for interim valuation of improvements	Once	Letter	Project Manager	Oct 2010 (completed)
	Request for final valuations	Once	Letter	Project Manager	June 2013

Draft: Communication
Strategy.doc
Version Date: 12-12-2011

Version 0.2

Page 9

2015 Pastoral Lease Renewals
Communication Management Strategy

Target Audience	Information Required	Frequency	Communication Method	Responsible	Timeframe
RDL – Legislative and Legal	Request for Draft Lease	Once	Request form	Project Manager	To Feb 2012
	Request for responses to industry feedback	Once	Request Form	Project Manager	To 30/6/2012
	Request for final Lease document	Once	Request Form	Project Manager	Lease by 30/6/2014
	On-going legal advice	Ongoing	Fortnightly meetings if required, written legal advice request form	Project Manager/Team	Ongoing to 30/12/2015
RDL – Lands Division – Manager Pastoral Land	Request for approval of actions in accordance with QMS/Policy, to submit requests & recommendations to Corporate and Ministerial Levels	As required	Internal Memoranda, Ministerial Briefing Notes, Cabinet Submission	Project Manager/Team	Ongoing
RDL – Lands Division- Managers and Regional Teams	Request to consider matters relating to exclusion areas or applications existing over pastoral leases	As required	Internal Memoranda, meetings/discussions	Project Team	Ongoing
	The scope and progress of the 2015 Project and the implications on Regional Teams	Once	Presentation	Project Manager	March 2011 (completed)
RDL-Communications	Draft of material to be published, details of event to be attended	As required	Brochure or physical attendance	Manager Pastoral Lands/Project Executive/Project Manager	Ongoing
Pastoralist & Graziers Association	General publications, draft lease	ongoing	Brochure, meetings both at Belmont & regional centres	Manager Pastoral Lands/Project Executive/Project Manager	Ongoing, as required

Draft Communication
Strategy.doc
Version Date: 12-12-2011

Version 0.2

Page 10

2015 Pastoral Lease Renewals
Communication Management Strategy

Target Audience	Information Required	Frequency	Communication Method	Responsible	Timeframe
Local Governments/WALGA	General publications	ongoing	Brochures, general advices	Project Manager	Ongoing

Draft Communication
Strategy.doc
Version Date: 12-12-2011

Version 0.2

Page 11

9 Evaluation and monitoring

The Communication Strategy for the 2015 Pastoral Lease Renewal and Exclusion Project aims to keep 2015 as a focus point for all pastoral lessees and primary industry stakeholders to ensure continuity of tenure for all lessees.

The effectiveness of planned bulk mail outs of brochures, regular publications and correspondence will be assessed by monitoring of follow up enquiries – is the enquiring prompted by the information received and is the information adequate, understandable and appropriate.

10 Communication Protocols

The communication protocols that need to be adhered to for the communications to both internal and external stakeholders/interested parties include:

Logos: in accordance with Corporate guidelines

Media contact: All incoming and outgoing media contact to be directed through RDL Communications

Written material: Design and copy for all written material to be in accordance with the Style Guide, and reviewed by RDL Communications before publication. Operational matters aligned in accordance with Corporate guidelines and QMS

11 Communication Budget

It is anticipated that the expenses incurred will be provided for within the normal operational budget for the Lands Division, and determined on an annual basis.

The Project Plan anticipates that there will be regular regional visits/road trips per year. Where possible, RDL facilities or other allied government agencies will be utilised. Attendance at regional functions/shows will be as part of an overall RDL presence.

Publications into which the Project places articles are already occurring, therefore publications are already included in the operational budget. Subsequent publication of brochures can be accommodated within normal budget requirements.

APPENDIX 4

COVERING LETTER TO PASTORALISTS JULY 2013

Our ref: 03038-1964
Enquiries: John Andrioff
Tel: (08) 6552 4594
Fax: (08) 6552 4417
E-mail: plb@lands.wa.gov.au

16 July 2013



Dear Lessee,

DRAFT 2015 PASTORAL LEASE

As you are aware your pastoral lease will expire on 30 June 2015. You or your predecessor has previously accepted an offer of a new lease subject to compliance with certain conditions.

The purpose of this letter is to provide you with a copy of the draft new pastoral lease to come into effect on 1 July 2015. Please note that this is a draft document provided for your information only. It remains subject to all legislative amendments up to 30 June 2015.

All existing pastoral leases were granted under the former *Land Act 1933*, and their provisions are inadequate in a modern Crown land administration environment. Furthermore, due to the legal constraints of both the *Land Administration Act 1997* (LAA) and the *Native Title Act 1993* it will be very difficult to make substantial changes to the draft new pastoral lease.

This draft 2015 Pastoral Lease incorporates more modern terms and conditions in line with current practices including insurance, indemnification of the State, GST and service of notices.

An opportunity exists for registered pastoral leaseholders to provide feedback in regard to payment of rent. Section 123 of the LAA provides for an annual rent for pastoral leases, be paid by the 1st March and the 1st September each year. Your input is sought as to how often you think the rental payments should be made: within a calendar year or financial year, including monthly, quarterly or bi-annually payments. Please note that any changes to payment frequency that may be adopted could be implemented from 1 July 2015.

I would appreciate if you would forward your preference(s) or suggestion(s) by Friday 6 September 2013;

By email to: plb@lands.wa.gov.au

By facsimile to: (08) 6552 4417

By post to: Pastoral Lands, PO Box 1143, WEST PERTH, W.A, 6872

Regards

A handwritten signature in black ink, appearing to read 'K. Eringa'.

Karel Eringa
Manager, Pastoral Lands

Attn: Draft Lease

APPENDIX 5

STAKEHOLDERS INVITED TO MAKE A SUBMISSION; SUBMISSIONS RECEIVED; PUBLIC HEARINGS

Stakeholders invited to make a submission:

1. Minister for Lands; Regional Development
2. Minister for Environment; Heritage
3. Minister for Agriculture and Food
4. Minister for Aboriginal Affairs
5. Minister for Mines and Petroleum
6. Minister for Water
7. Minister for Tourism
8. Treasurer
9. Department of Lands
10. Department of Regional Development
11. Department of Parks and Wildlife
12. Department of Environment Regulation
13. Department of Agriculture and Food
14. Department of Aboriginal Affairs
15. Department of Mines and Petroleum
16. Department of Water
17. Tourism WA
18. Department of Treasury
19. Mid-West Development Commission
20. Kimberley Development Commission
21. Pilbara Development Commission
22. Gascoyne Development Commission
23. Goldfields-Esperance Development Commission
24. South West Aboriginal Land and Sea Council
25. Yamatji Land and Sea Council
26. Goldfields Land and Sea Council
27. Kimberley Land Council
28. Pastoral Lands Board
29. Environmental Protection Authority
30. Heritage Council of Western Australia
31. National Trust of Australia (WA)
32. Conservation Commissioner of Western Australia
33. Conservation Council of Western Australia
34. Western Australian Local Government Association
35. Pastoralists and Graziers Association

-
36. Western Australian Farmers' Federation
 37. Meat and Livestock Australia
 38. WA Livestock Exporters Association
 39. Royal Society for Protection of Animals (WA)
 40. Shire of Wyndham-East Kimberley
 41. Shire of Broome
 42. Shire of Derby-West Kimberley
 43. Shire of East Pilbara
 44. Shire of Roebourne
 45. Town of Port Hedland
 46. Shire of Exmouth
 47. Shire Ashburton
 48. Shire of Carnarvon
 49. Shire of Upper Gascoyne
 50. Shire of Meekatharra
 51. Shire of Wiluna
 52. Shire of Shark Bay
 53. Shire of Murchison
 54. Shire of Cue
 55. Shire of Northampton
 56. City of Greater Geraldton (Mullewa/Geraldton-Greenough)
 57. Shire of Yalgoo
 58. Shire of Mount Magnet
 59. Shire of Sandstone
 60. Shire of Leonora
 61. Shire of Laverton
 62. Shire of Morawa
 63. Shire of Perenjori
 64. Shire of Menzies
 65. Shire of Mingenew
 66. Shire of Coolgardie
 67. City of Kalgoorlie-Boulder
 68. Shire of Dundas
 69. Shire of Gnowangerup
 70. Shire of Halls Creek
 71. National Australia Bank
 72. Westpac
 73. Rabo-Bank
 74. Australian and New Zealand Banking Group
 75. Bank West
 76. Commonwealth Bank
 77. Bendigo Bank - Agribusiness Specialists
-

Submissions received:

1. Nookawarra Station
2. Marymia Station
3. Marron Pastoral Company
4. City of Kalgoorlie-Boulder
5. Private Citizen
6. Department of Mines and Petroleum
7. Shire of Dundas
8. Iowna Station
9. Walling Rock Station
10. Redhill Station
11. Gascoyne Catchments Group
12. Department of Regional Development
13. Department of Water
14. Anna Plains Station
15. Pew Charitable Trusts, Gondwana Link Ltd and Conservation Council of WA
16. Private Citizen
17. Mid-West Development Commission
18. RSPCA
19. Kimberley Land Council
20. Town of Port Hedland
21. Environmental Protection Authority
22. Tourism WA
23. Association of Mining and Exploration Companies
24. Minister for Aboriginal Affairs
25. Department of Parks and Wildlife
26. Mount Florance Station
27. Shire of Nannup
28. Shire of Mount Magnet
29. Department of Lands
30. Western Australia Local Government Association
31. Pastoralists and Graziers Association
32. Pastoral Lands Board
33. WA Farmers
34. Shire of Yalgoo
35. Kalyeeda Station

Public hearings:

The Committee held public hearings with the follow witnesses. Transcripts of the public hearings are available at the Committee's website at www.parliament.wa.gov.au/pub

1. Walling Rock Station
 - Mr Keith Mader
2. Kanandah Station
 - Mr Mark Forrester
3. Gindalbie Station
 - Mr Stephen Tonkin
4. Goldfield Nullarbor Rangelands Biosecurity Association
 - Mr Ross Wood
5. Mount Weld Pastoral Station
 - Mr Patrick Hill
6. Gascoyne Catchment Group
 - Mr Sean D'Arcy, Chairperson
 - Mrs Jodie McTaggart, Committee Member
 - Mr John Percy, Committee Member
7. Shire of Carnarvon
 - Mr Ian D'Arcy, Chief Executive Officer
 - Mr Karl Brandenburg, Shire President
8. Yaringa Station
 - Mr Richard Brown
9. Anna Plains Station
 - Mr David Stoate
10. Town of Port Hedland
 - Mr Gordon MacMile, Director – Community Development
 - Mr Eber Burton, Director – Planning and Development
11. Mount Florance Station
 - Mrs Robyn Richardson

12. Gumala Aboriginal Corporation
 - Dr Anthony Ryan, General Manager – Operations
13. Red Hill Station
 - Mr Digby Corker
14. Windjana Tours
 - Mr Christopher Kloss, Tour Operative/Driver
15. Kalyeeda Station, GoGo Station and Nitadowns Station
 - Mr Peter Camp, Kalyeeda Station
 - Mr Rick Ford, GoGo Station
 - Mr Philip Hams, GoGo Station
 - Mrs Kirsty Forshaw, Nitadowns Station
16. Country Downs Station
 - Mr Kurt Elezovich
17. Larrawa Station
 - Mr Kevin Brockhurst
 - Mrs Wendy Brockhurst
18. Kimberley Land Council Aboriginal Corporation
 - Mr Nolan Hunter, Chief Executive Officer
 - Mr Tom Birch, Director
 - Mr Mervyn Street, Director
19. Department of Lands
 - Mr Michael Bradford, Acting Director General
 - Ms Sandra Eckert, General Counsel
 - Mr Karel Eringa, Manager – Pastoral Lease
20. Pew Charitable Trusts, Conservation Council of WA and Gondwana Link Ltd
 - Dr Barry Traill, Director – Australian Program, Pew Charitable Trusts
 - Mr Piers Verstegen, Director, Conservation Council of WA
 - Mr Peter Price, Project Manager, Gondwana Link Ltd
21. Pastoral Lands Board
 - Mrs Leanne Corker, Chair

22. Pastoralists and Graziers Association

- Mr Rob Gillam, President
- Mrs Jane, Foulkes-Taylor, Executive Member

23. Department of Parks and Wildlife

- Mr Jim Sharp, Director General
- Mr Kelly Gillen, Acting Director – Regional and Fire Management Services
- Mr Ian Kealley, Regional Manager – Goldfields
- Mr Ian Herford, Principal Rangelands Planning Officer

24. WA Farmer's Federation

- Mr Dale Park, President
- Ms Genevieve Morrow, Executive Officer

25. Mr Gregory Smith

26. Rangelands NRM Coordinating Group Inc

- Dr Brian Warren, General Manager

27. Castledine Gregory

- Mr Mark Gregory, Lawyer (Partner)

28. Department of Regional Development

- Mr Paul Rosair, Director General
- Mr Michael Rowe, Executive Director – Policy and Planning
- Mrs Jenni Collard, Executive Director – Business Social Development

29. Department of Agriculture and Food

- Mr Robert Delane, Director General
- Dr Paul Novelly, Manager – Rangelands Research
- Mr David Warburton, Policy Officer – Rangelands Reform

Private hearings:

In addition to the foregoing public hearings, the Committee held three Private Hearings. One Private Hearing was held on 23 October 2013 with Department of Premier and Cabinet, and the second and third Private Hearings were held on 27 November 2013 and 4 December 2013 with the Department of Lands.