USER MANUAL

Activating CYPHA Water in Cape York

A practical guide for Land Trusts and RNTBCs

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Activating First Nation Water Rights under the Cape York Water Plan

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Research for **sustainable** and **inclusive** development in **Northern Australia**.









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Acronyms

CYPHA	Cape York Peninsula Heritage Area
DLGWV	Department of Local Government, Water and Volunteers
FPIC	Free, Prior and Informed Consent
LT	Land Trust
RNTBC	Registered Native Title Body Corporate
TAF	Trustee of Aboriginal Freehold

Project Participants

Preparation of this Report was led by the Development in the Tropics team from The Cairns Institute, James Cook University, with support from the Water Plan (Cape York) 2019 Working Group.

Members of the Working Group included representatives from:

- The Cairns Institute, James Cook University.
- The North Australian Indigenous Land and Sea Management Alliance.
- The Cape York Land Council.
- The Department of Local Government, Water and Volunteers.
- The Queensland Department of Primary Industries.
- Watertrust Australia.
- Balkanu Cape York Development Corporation.
- The Cooperative Research Centre for Developing Northern Australia

How to use this guide

This guide is designed for Cape York Peninsula Heritage Area (CYPHA) Reserve water rights holders. It is divided into four parts to support eligible Aboriginal and Torres Strait Islander people to understand water rights, apply for a water licence and activate a licence when ready.

Part 1: The Water Plan (Cape York) and CYPHA Reserves
Part 2: How to request a CYPHA water licence
Part 3: Activating a CYPHA water licence
Part 4: Best practice governance roles and responsibilities

It provides foundational information to support decision making by water rights holders and their advisors including:

- Aboriginal Land Trusts as Trustees of Aboriginal freehold land under the Aboriginal Land Act 1991.
- Registered Native Title Bodies Corporates (RNTBCs) under the Native Title Act 1993.
- Board members, CEOs and land managers of these corporations.
- Technical advisers working with Traditional Owner corporations.

It does not provide legal or financial advice on the activation or use of CYPHA water. Land Trusts and RNTBCs may require specialist legal and financial advice particularly when making decisions about activating a CYPHA water licence.



Endeavour River Cooktown

Part 1 The Water Plan (Cape York) 2019 and CYPHA Reserve

1.1 Water Plans, Reserve Allocations and Catchments

The Queensland Water Act (2000) regulates water rights in Queensland by establishing 23 statutory water plan areas 22 based on river catchments or connected water systems and 1 based on the Great Artesian Basin. At a catchment scale, water plans are tailored for each plan area to balance the needs of:

- Consumptive use (e.g., towns, agriculture and other industries, Indigenous purposes); and
- Non-consumptive use (e.g., social, cultural, and environmental purposes).

The Water Plan (Cape York) is one of these plans and with its associated Cape York Water Management Protocol (2019) regulates water rights in Cape York Peninsula. Through this legislation, water plan and protocol, 516,350 ML of unallocated water is set aside across 15 catchments for consumptive use by industries and communities (Figure 1).

The 516,350 ML is broken up into three unallocated water reserves: the Cape York Peninsula Heritage Area (CYPHA), Strategic, and General. Most of the water is held in an Indigenous CYPHA reserve as detailed below and in Table 1 which describes the main purpose of each reserve.

Reserve volumes are:

Strategic reserve	25,000ML
General reserve	6,050ML
CYPHA reserve	485,300ML
Total	516,350ML

Table 1. Unallocated water reserves and purposes

Reserve type	Purpose	Who can access	Examples
CYPHA reserve	To help Indigenous communities achieve their economic and social aspirations.	RNTBCs and Land Trusts in eligible catchments.	Irrigation for agriculture, aquaculture; assignment to third party proponents e.g. miners.
General reserve	Available to eligible proponents via application for any purpose.	Any eligible proponent (incl. Indigenous organisations).	Agriculture, industrial or urban uses.
Strategic reserve	Reserved for strategic/public-interest projects.	Projects that are regionally or state significant.	Town water supply, regional/strategic projects, a project for the economic and social benefit of Aboriginal and Torres Strait Islanders.

The CYPHA reserve is the focus of this manual. It was set up specifically to provide an opportunity for Cape York Peninsula's Aboriginal and Torres Strait Islander peoples to secure water for social and economic uses.

CYPHA reserves are broken up by catchment and calculated using a formula which involves calculating 2.5% of the total median annual flow volume of water in a catchment minus water

allocated to strategic and general reserves and the water licence volumes already granted in each catchment prior to commencement of the Water Plan (Figure 2). In the Jeanie and Watson catchment all available water was already allocated resulting in a CYPHA reserves of zero for these catchments (Table 2).

Figure 1. Water Plan (Cape York) 2019 area and its fifteen catchment areas



Figure 2. How CYPHA reserves are calculated

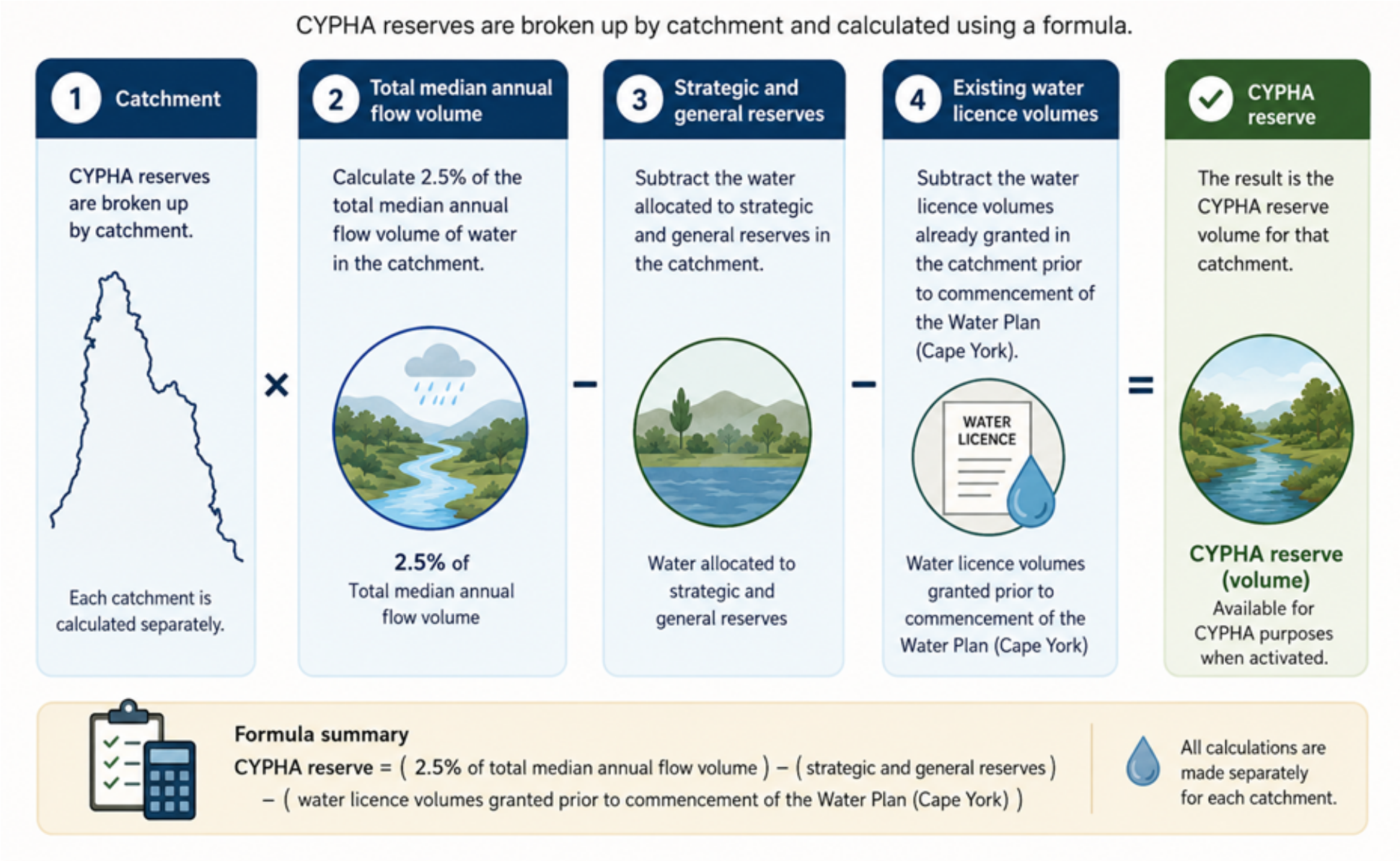


Table 2 CYPHA reserve volume per catchment within the Water Plan (Cape York) 2019

Catchment	Volume of CYPHA reserve (ML)
Archer	89,000
Coleman	56,000
Ducie	46,000
Embley	8,000
Endeavour	16,000
Holroyd	68,500
Jacky Jacky	1,500
Jardine	49,000
Jeannie	0
Lockhart	6,300
Normanby	16,000
Olive–Pascoe	48,000
Stewart	5,000
Watson	0
Wenlock	76,000
Total	**485,300**

1.2 Who can hold a CYPHA Water Licence and Nominal Allocations

A CYPHA water licence can be held by an eligible person which is defined under s32(6) of the Water Plan (Cape York) 2019 as:

a) An entity that holds land under the *Aboriginal Land Act 1991* (Qld) or *Torres Strait Islander Land Act 1991* (Qld); or
b) A native title holder under the *Native Title Act 1993* (Cth).

In the case of the Aboriginal Land Act these entities are commonly known as Land Trusts (LT) and under the Native Title Act these entities are commonly known as Registered Native Title Body Corporates (RNTBCs).

In each catchment CYPHA reserves are therefore allocated to eligible Land Trusts and RNTBCs based on the area of land they hold in the catchment.

Land Trusts and RNTBCs can request a water licence to secure their part of a CYPHA reserve which is discussed further in Part 2 of this manual.

Once a licence is secured the Land Trust and RNTBC can then apply to activate their water licence if they want to use it. This is discussed further in Part 3 of this manual.

So, it is a two-stage process to secure and activate a water licence see Part 2 and **3** of this manual.

Land Trusts and RNTBCs can also chose to just hold their CYPHA water licence leaving the water in the river catchment.

Appendix A lists the nominal CYPHA allocations for each Land Trust and RNTBC within the 15 main river catchments.

If you are an Indigenous person or corporation who wants to access water but not a Land Trust or RNTBC you may be able to sublicence water from these entities. Non-Indigenous peoples and entities can also sublicence water. This is discussed further in Part 3.

1.3 Where Aboriginal Freehold Land and Native Title overlap

Native Title can coexist with Aboriginal freehold land with different legal entities holding land and native title rights over the same country. Where this occurs the Cape York Water Management Protocol provides that the Land Trusts interest in land has priority over the RNTBC interest for the calculation of nominal licence volumes. Therefore, where Aboriginal Freehold and Native Title overlap the Land Trust has priority to hold a CYPHA water licence.

However, s22(1)(c) of the Protocol also provides that a Land Trust can choose to accept a licence offer but nominate the relevant RNTBC native title holder to hold the water licence. There are therefore opportunities available if Aboriginal people wish to consolidate their water rights within one First Nation entity. This may provide opportunities to simplify the governance of water rights where multiple entities have been established to represent the interests of a First Nation.



Jardine River Crossing

Part 2. How to Request a CYPHA Water Licence

2.1 Applying for a CYPHA water licence

Applying for a CYPHA water licence is as simple as writing to the Department of Local Government, Water and Volunteers (DLGWV).

Land Trusts and RNTBCs do not need a project or a proposed use of CYPHA water to apply for a licence.

There is no cost to apply or to hold a CYPHA water licence so it is recommended that eligible Aboriginal Corporations apply.

The nominal CYPHA water licence volumes for each eligible Land Trust or RNTBC are listed in **Appendix A**.

Applying for a CYPHA water licence can be done via a letter or email:

Address letters to:

Department of Local Government, Water and Volunteers
Queensland Government
28 Peters Street
Mareeba QLD 4880

Email applications can be sent to waterservicesnorth@dlgwv.qld.gov.au .

Provide the following information in your application for a CYPHA Water Licence:

- Name of the Land Trust or RNTBC.
- Corporation's registration number if known.
- Address, email and phone number.
- Contact person in relation to the application.
- The name of the catchment/s where the Land Trust or RNTBC is eligible for a CYPHA Water licence. (**Appendix A** provides a list of current eligible persons and relevant catchments)
- A request for the DLGWV to issue licences for these catchments.

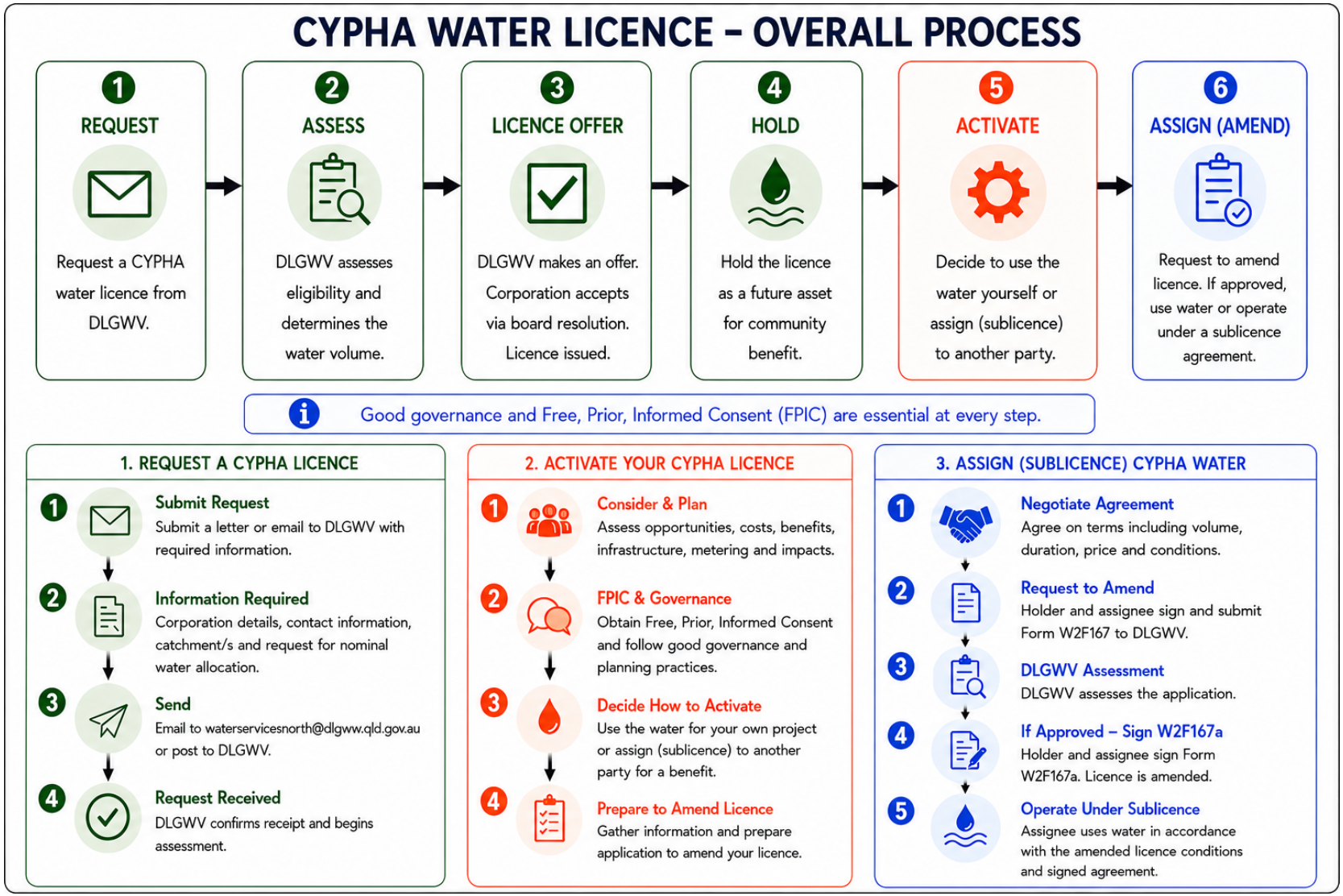
Appendix B provides a template draft letter or email that can be used to apply to the DLGWV for a CYPHA water licence. Figure 3 outlines the process.

2.2 How will your application be assessed

The Department of Local Government, Water and Volunteers administer the Cape York Water plan on behalf of the Queensland government. They will assess the eligibility of a Land Trust or RNTBC to hold a CYPHA water licence against the Cape York Water Plan and its associated Water Management Protocol.

Through this assessment process the Department will determine the final volume of water a Land Trust or RNTBC is entitled. It will then make an offer to the Land Trust or RNTBC for that volume of water in the form of a CYPHA water licence.

Figure 3. CYPHA Water Licence – Overall Process



2.3 How to accept an offer of a CYPHA water licence

- The offer of a CYPHA water licence should be reviewed and accepted by the Land Trust or RNTBC via a board resolution with the decision recorded in minutes.
- The Department once notified of the board's decision will issue a CYPHA water licence/s detailing the volume of water held by catchment.
- The Land Trust or RNTBC must maintain records of the CYPHA water licence offer, the board decision and the water licence when received.

2.4 CYPHA water licence conditions

When a Land Trust or RNTBC is granted a CYPHA water licence it will include conditions regarding the use of allocated water including:

- That CYPHA reserves can only be taken and used in the same catchment.
- Before a licence holder can take and use water they must apply again to the Department to amend their water licence to include a schedule of conditions about the taking and use of water discussed further in Part 3.
- That if they wish to assign or sell water from their licence to another party through a sublicencing agreement they must apply again to the Department to amend their water licence to include a schedule of conditions about the taking and use of that water discussed further in Part 3.

Separate approvals may also be required for any works that would interfere with the flow of water such as a dam that stores water.

2.5 Uses for CYPHA water

A corporation that holds a CYPHA water licence can:

- Do nothing and hold the water licence for future use, leaving it in the rivers and creeks.
- Activating the licence and use water for their own project.
- Through an agreement with another party, assign all or part of the licence in exchange for a financial or other benefit.

An assignment of water is a form of water trading where a CYPHA water licence holder can make a deal with another party, such as a farmer, miner or local government. The other party can then use CYPHA reserve water for an agreed price or other benefit for a fixed period of time.



Eliot Falls (Twin Falls) Jardine River National Park



Quintell Beach Lockhart River



Red Cliffs Weipa

Part 3: Activating a CYPHA Water Licence

3.1 What to consider when activating a CYPHA water licence

Before a Land Trust or RNTBC can use water themselves or assign it to another person or entity they should ensure their beneficiary's interests are protected by obtaining their Free, Prior, Informed Consent (FPIC). Things to consider include cultural heritage and environmental impacts and the financial costs associated with the use or assignment of a CYPHA licence. For example:

- What are the short term and long-term costs and benefit to the Land Trusts or RNTBC members and Traditional Owners from the proposed project?
- Is the proposed project supported by the Traditional Owners of that country e.g. Mining, Agriculture, Community, Enterprise, Ecosystem Services etc.?
- What Infrastructure (bores, pumps, pipes, dams, etc) are required to activate the water and who pays for and manages this infrastructure?
- What is the value of the water to a project proponent who wants an assignment and therefore a fair price to pay the Land Trust or RNTBC for the water?
- What are the upfront financial costs including for a water valuation and legal advice when assigning water?

Having good governance and planning practices is important in making decisions about activating a CYPHA water licence, this is discussed in Part 4 of this manual.

3.2 Using CYPHA water for your own purposes

A Land Trust / RNTBC or a beneficiary may want to use CYPHA water themselves for a project including:

- Community water security.
- Protected cropping for food security.
- Irrigated cropping for pasture.
- Aquaculture.
- Cultural or environmental projects etc.

It is best to develop a detailed business plan considering what human resources (knowledge and skills) and natural resources (soils and water) are needed. How much production is expected and what income and profit may be generated. Importantly does this project have the necessary beneficiary and community support to be successful.

The business plan should also include the necessary information needed to prepare a simple water use proposal, covering:

- Purpose.
- Location (lot/plan).
- Volume required.
- Water source (surface or groundwater)
- Infrastructure.
- Cultural and environmental considerations.

This information will be needed to amend the CYPHA water licence by applying to the DLGWV using form W2F167 and agreeing to the amendments using form W2F167a **Appendix C** discussed in section 3.4. Figure 3 outlines the process.

The Indigenous Land and Sea Corporation (ILSC), Indigenous Business Australia (IBA) and Many Rivers are examples of organisations that can provide or connect Indigenous people to business planning support.

3.3. Assigning (Sublicencing) CYPHA water

A CYPHA water licence holder can assign all or some of the water held under its licence to another person or entity which is done through a sublicence agreement. This sets out the terms and conditions for the assignment of water including:

- That it is within the same catchment.
- Under the specified licence conditions of the CYPHA licence holder.
- The price, amount of water to be assigned and payment method.
- The agreed period as ownership is never permanently transferred from the CYPHA water licence holder.
- Who is responsible for the costs of a metering device that monitors the take of water.

A sample sublicence agreement is attached **Appendix D**.

3.4 How to amend a CYPHA Water Licence to use or assign water

Once a Land Trust or RNTBC CYPHA decides to activate their water licence they must amend it by applying to the DLGWV by completing
Form W2F167 - Application for Water Licence Dealings with a CYPHA licence.

DLGWV will assess the application against the Cape York Water Management Protocol and if the application is approved then the Land Trust or RNTBC will then need to complete *Form W2F167a – Written agreement to proceed with the assignment of CYPHA water licence – Cape York Water Management Protocol.*

These forms can be found at:
https://www.rdmw.qld.gov.au/__data/assets/pdf_file/0005/1545314/w2f167-cypha-water-licence-dealing.pdf
A copy of these forms is also attached at **Appendix C**. Figure 3 outlines the process.

3.5. What is the $ value of CYPHA water (guidance, not advice)

There is limited information about water values in Cape York Peninsula as there is no established water market and CYPHA water licences are unique to the Cape York Water Plan.

Factors to consider when valuing CYPHA water to assign to a third party include:

- What will the water be used to be produced and its value.
- Broader community benefits that could flow.
- How reliable is the supply.
- How much infrastructure investment is required to take water.
- What other sources of water are available e.g. Strategic Reserve or water markets.
- The avoided cost of alternative sources of water.

For example, a miner may have a high value product but must make a considerable investment in infrastructure to extract and store water. They may also be able to source water from the Strategic Reserve. A local Indigenous agriculture enterprise may produce wider community benefits that need to be considered in valuing water for assignment. It is advised that when finalising an assignment of water and sublicence agreement to:

- Seek independent advice.
- Compare deal structures and community costs and benefits not just price.

Part 4: CYPHA water licence holder best-practice governance roles and responsibilities.

4.1 Why governance matters

A CYPHA water licence is a valuable asset held by a Land Trust or RNTBC on behalf of Aboriginal and Torres Strait Islander peoples. Decisions about using or assigning CYPHA water should be made carefully and transparently to ensure benefits flow to current and future generations.

Good governance helps licence holders to:

- Protect cultural, environmental and community interests.
- Make informed decisions about water use and development.
- Reduce legal, financial and reputational risks.
- Ensure Traditional Owners are involved in decision making.
- Maintains confidence in the management of CYPHA water rights.

Water rights are a long-term strategic asset.

4.2 Free, Prior and Informed Consent (FPIC)

Although not a legal requirement under the Cape York Water Plan, obtaining Free, Prior and Informed Consent is considered best practice before activating or assigning CYPHA water.
FPIC means that Traditional Owners and other Aboriginal and Torres Strait Islander people with recognised interests in decision making about water rights have:

- Free participation without pressure or coercion.
- Prior involvement before decisions are made.
- Informed access to relevant information about a proposal.
- Consent through an appropriate decision-making process.

Before activating or assigning water, Land Trusts and RNTBCs should:

- Explain the proposal and expected outcomes.
- Identify potential benefits and risks.
- Allow sufficient time for Directors and the community to be consulted on a proposal.
- Record consultation outcomes and decisions.

Where there is uncertainty about support for a proposal, additional consultation should be undertaken before proceeding.

4.3 Governance and decision-making processes

Land Trusts and RNTBCs should establish clear internal processes for managing CYPHA water licences. Before approving a proposal to use or assign CYPHA water, decision makers should consider:

- Whether the proposal aligns with community aspirations.
- Potential cultural heritage impacts.
- Environmental impacts on rivers, wetlands and groundwater.
- Financial benefits and costs.
- Employment and training opportunities.
- Long-term implications for future generations.
- Whether alternative opportunities may provide greater benefits.

The value of a proposal should be assessed based on the broader social, cultural and environmental outcomes it generates.

4.4 Record keeping and accountability

Land Trusts and RNTBCs should maintain accurate records relating to CYPHA water licences and decisions. Records should include:

- Water licence documents and amendments.
- Board resolutions and meeting minutes.
- Clear delegations regarding who may negotiate agreements.
- Conflict-of-interest declarations by directors and staff.
- FPIC consultation records.
- Correspondence with government agencies.
- Water assignment agreements.
- Financial records associated with water transactions.
- Technical, legal and valuation advice.

Good record keeping supports transparency, accountability and continuity when board membership changes.

4.5 Country based strategic planning for water opportunities

Many Aboriginal corporations are developing long-term plans for the management of Country. CYPHA water should be considered as part of these broader planning processes. Strategic planning can help identify:

- Community priorities.
- Areas suitable for future development.
- Water-dependent enterprise opportunities.
- Environmental and cultural protection priorities.
- Infrastructure requirements.
- Partnerships with external organisations.

Taking time to plan before activating water can improve outcomes and reduce risks.

4.6 Key governance principles

When managing CYPHA water licences, Land Trusts and RNTBCs should aim to:

- Act in the best interests of their beneficiaries.
- Respect Traditional Owner decision-making processes.
- Seek Free, Prior and Informed Consent.
- Maintain transparency and accountability.
- Obtain appropriate professional advice when required.
- Consider long-term cultural, environmental and economic outcomes.
- Treat CYPHA water as a strategic asset for future generations.

A Corporation’s rule book and associated policies and procedures should consider these best practice governance principles in relation to CYPHA water management and may need to be reviewed and amended. Strong governance will help ensure that CYPHA water contributes to the social, cultural, environmental and economic aspirations of Cape York Aboriginal and Torres Strait Islander peoples.

Table 3. Useful Contacts

Organisation	Contact	Purpose
Department of Local Government, Water and Volunteers (DLGWV)	www.dlgwv.qld.gov.au	Water license applications, maps and reserve details
Cape York Land Council (CYLC)	www.cylc.org.au	Native Title and governance advice



Little Annan

References

Queensland Government 2000, *Water Act 2000 (Qld)*, Queensland Government, Brisbane.

Queensland Government 2019, *Water Plan (Cape York) 2019*, Queensland Government, Brisbane.

Queensland Government 2019, *Cape York water management protocol*, Queensland Government, Brisbane.

Queensland Government 2026., *Cape York water licences (CYPHA reserve) guidance*, Queensland Government, Brisbane, viewed Day Month Year, <https://www.qld.gov.au/firstnations/environment-land-use-native-title/water-reserves-licences/cape-york-water-licences>.

Burns, S & Turnour, J (eds) 2024, *Activating Indigenous Peoples' water rights under the Water Plan (Cape York) 2019: situation analysis report*, report for the Cooperative Research Centre for Northern Australia (CRCNA), Cairns.

Business Queensland 2026., *Forms and fees for water authorisations*, Queensland Government, Brisbane, viewed 2 April 2026, <https://www.business.qld.gov.au/industries/mining-energy-water/water/authorisations/forms-fees>.

Appendix A Existing CYPHA Licences and Indicative CYPHA Licence volumes by catchment for Land Trusts and RNTBCs (Final licence volumes will be determined by a DLGWV assessment and can vary depending on the spatial information used).

Archer

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Kulla LT			3792
Mangkuma LT			514
Ngan Aak-Kunch AC RNTBC			16661
Oyala Thumotang LT			28655
Toolka LT			1170
Wathada LT			154
Wunthulpu Aboriginal LT			116
	Ayapathu AC RNTBC		1504
	Ngan Aak-Kunch AC RNTBC		23584
	Northern Kaanju AC RNTBC		4365
	Southern Kaantju AC RNTBC		6087
	Weipa Peninsula People AC RNTBC		0
Unallocated CYPHA water	*Unallocated CYPHA water*		2398

Coleman

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
ABM Elgoring Ambung AC RNTBC			1241
Kulla LT			4
Olkola AC		4803	-1
	Abm Elgoring Ambung AC RNTBC		1123

	Ayapathu AC RNTBC		2682
	Ngan Aak-Kunch AC RNTBC		18343
	Thaa-Nguigarr Strathgordon AC RNTBC		5159
	Ut-Alkar AC		12735
Unallocated CYPHA water	*Unallocated CYPHA water*		9910

Ducie

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Apudthama LT			16073
Atambaya AC (ICN 8699)			2592
Ipima Ikaya AC RNTBC (ICN 8114)			1289
Old Mapoon AC			9613
Wuthathi AC RNTBC			0
	Atambaya Native Title AC RNTBC		5264
	Ipima Ikaya AC RNTBC		2844
	Mokwiri AC RNTBC		5962
	Northern Cape and Torres Strait United IC RNTBC		7
	Seven Rivers AC RNTBC		2110
	Wuthathi AC RNTBC		7
Unallocated CYPHA water	*Unallocated CYPHA water*		238

Embley

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Mokwiri AC RNTBC			69
Ngan Aak-Kunch AC RNTBC			1530

Old Mapoon AC			351
Peppan LT			145
	Mokwiri AC RNTBC		2796
	Ngan Aak-Kunch AC RNTBC		1359
	Weipa Peninsula People AC RNTBC		1182
Unallocated CYPHA water	*Unallocated CYPHA water*		566

Endeavour

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Binthi Land Holding Group AC			7
Burrgirrku LT			0
Hope Vale Aboriginal Shire Council			15
Hopevale Congress AC RNTBC		3748	1
Jabalbina Yalanji AC RNTBC (ICN 7002)			1394
Jabalbina Yalanji LT			1320
Waarnthuurr-iin AC			66
Wunbuwarra Banana Creek LT			183
Yuku-Baja-Muliku LT			29
	Dhubbi Warra AC RNTBC		0
	Guugu Yimidhirr AC RNTBC		1453
	Jabalbina Yalanji AC RNTBC		37
Unallocated CYPHA water	*Unallocated CYPHA water*		7747

Holroyd

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML	Nominal CYPHA Water Entitlement (ML)
Kulla LT			13

Ngan Aak-Kunch AC RNTBC			11706
Oyala Thumotang LT			293
	Ayapathu AC RNTBC		4308
	Ngan Aak-Kunch AC RNTBC		52033
	Ut-Alkar AC		0
Unallocated CYPHA water	*Unallocated CYPHA water*		146

Jacky Jacky

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Apudthama LT			110
Bromley AC RNTBC			35
Gudang/Yadhaykenu AC			0
Ipima Ikaya AC RNTBC (ICN 8114)			417
Wuthathi AC RNTBC			574
Wuthathi LT			0
	Atambaya Native Title AC RNTBC		2
	Gudang Yadhaykenu Native Title AC RNTBC		10
	Ipima Ikaya AC RNTBC		30
	Northern Cape and Torres Strait United IC RNTBC		108
	Wuthathi AC RNTBC		75
Unallocated CYPHA water	*Unallocated CYPHA water*		141

Jardine

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Apudthama LT			13511

Atambaya AC (ICN 8699)			14
Gudang/Yadhaykenu AC			163
Ipima Ikaya AC RNTBC (ICN8114)			30542
Northern Peninsula Area Regional AC			27
	Atambaya Native Title AC RNTBC		27
	Ipima Ikaya AC RNTBC		3848
	Northern Cape and Torres Strait United IC RNTBC		41
	Seven Rivers AC RNTBC		408
	Wuthathi AC RNTBC		0
Unallocated CYPHA water	*Unallocated CYPHA water*		421

Jeannie (There are no water entitlements as available water was allocated prior to establishment of the Water Plan (Cape York)

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Binthi Land Holding Group AC			0
Buubu Gujin AC			0
Cape Melville, Flinders & Howick Islands AC			0
Darrba LT			0
Hopevale Congress AC RNTBC			0
Juunjuwarra AC			0
Kalpowar Aboriginal LT			0
Ngulun LT			0
Waarnthuurr-iin AC			0
Wakooka LT			0
	Hopevale Congress AC RNTBC		0
Unallocated CYPHA water	*Unallocated CYPHA water*		0

Lockhart

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Kulla LT			1876
Mangkuma LT			3267
Northern Kuuku Ya'u Kanthanampu AC RNTBC LT			832
Pul Pul LT			105
	Kaapay Kuuyun AC RNTBC		59
	Kuuku Ya'u AC RNTBC		7
	Southern Kaantju AC RNTBC		2
	Umpila AC RNTBC		13
	Uutaalnganu AC RNTBC		11
Unallocated CYPHA water	*Unallocated CYPHA water*		129

Normanby

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Agayrra-Timara LT			275
Alka Bawar (Kalpowar) AC			0
Ang-Gnarra AC of Laura			1
Balnggarrawarra (Gaarraay) LT			70
Balnggarrawarra AC			241
Binthi Land Holding Group AC			5
Buubu Gujin AC			1105
Cape Melville, Flinders & Howick Islands AC			199
Imjim LT			0

Jabalbina Yalanji AC RNTBC (ICN 7002)			91
Jabalbina Yalanji LT			25
Kalpowar Aboriginal LT			1050
Kyerrwanhdha Thingalkal LT			493
Lama Lama LT			393
Ngulun LT			0
Olkola AC		928	0
Rinyirru (Lakefield) LT			3568
Waarnthuurr-iin AC			186
Wakooka LT			67
Wulburjubur Bama LT			383
Wunbuwarra Banana Creek LT			22
	Awu-Laya IC RNTBC		710
	Ayapathu AC RNTBC		9
	Guugu Yimidhirr AC RNTBC		191
	Jabalbina Yalanji AC RNTBC		1
	Kuku Possum AC RNTBC		2173
	Kuku Warra AC RNTBC		962
	Kunjen Olkol AC		0
	Lama Lama AC RNTBC		340
	Ut-Alkar AC		400
	Western Yalanji AC RNTBC		3
	Yiithuwarra AC RNTBC		89
Unallocated CYPHA water	*Unallocated CYPHA water*		2022

Olive-Pascoe

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Batavia Traditional Owners AC			1286
Bromley AC RNTBC			17588
Mangkuma LT			15912
Northern Kuuku Ya'u Kanthanampu AC RNTBC LT			2124
Wuthathi AC RNTBC			379
	Atambaya Native Title AC RNTBC		23
	Bromley AC RNTBC		218
	Kaapay Kuuyun AC RNTBC		46
	Kuuku Ya'u AC RNTBC		241
	Northern Kaanju AC RNTBC		0
Unallocated CYPHA water	*Unallocated CYPHA water*		10183

Stewart

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML	Nominal CYPHA Water Entitlement (ML)
Kulla LT			3771
Lama Lama LT			977
Wunthulpu Aboriginal LT			80
	Ayapathu AC RNTBC		77
	Lama Lama AC RNTBC		42
	Southern Kaantju AC RNTBC		2
	Umpila AC RNTBC		4
Unallocated CYPHA water	*Unallocated CYPHA water*		47

Watson (There are no water entitlements as available water was allocated prior to establishment of the Water Plan (Cape York)

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Aurukun Shire Council			0
Ngan Aak-Kunch AC RNTBC			0
Oyala Thumotang LT			0
	Ngan Aak-Kunch AC RNTBC		0
	Weipa Peninsula People AC RNTBC		0
Unallocated CYPHA water	*Unallocated CYPHA water*		0

Wenlock

Eligible person - Trustees of Aboriginal Freehold (TAFs)	Eligible person - Native Title Holders (RNTBCs)	CYPHA water licence volume held by eligible person in catchment (ML)	Nominal CYPHA Water Entitlement (ML)
Batavia Traditional Owners AC			23247
Bromley AC RNTBC			61
Mangkuma LT			5168
Old Mapoon AC			2180
	Atambaya Native Title AC RNTBC		3563
	Bromley AC RNTBC		0
	Mokwiri AC RNTBC		16787
	Ngan Aak-Kunch AC RNTBC		101
	Northern Kaanju AC RNTBC		7268
	Weipa Peninsula People AC RNTBC		13789
Unallocated CYPHA water	*Unallocated CYPHA water*		3836

Appendix B Sample application letter or email for a water licence

Date

Aboriginal Corporation Name
Corporation Number
Address line 1
Address line 2
Town QLD Postcode

Email:

Department of Local Government, Water and Volunteers
Queensland Government
28 Peters Street
Mareeba QLD 4880

Re: Application for CYPHA Water Licence

To whom it may concern,

The **[insert Aboriginal Corporation name]** is an eligible person to hold a Cape York Peninsula Heritage Area (CYPHA) water licence under the *Water Plan (Cape York) 2019*.

The corporation is a **[Trustee of Aboriginal freehold / Registered Native Title Body Corporate – delete as appropriate]** and holds **[land under the Aboriginal Land Act 1991 (Qld) / native title under the Native Title Act 1993 (Cth) – delete as appropriate]** within the **[insert catchment name]** catchment.

We request that the Department grant **a CYPHA water licence for each catchment in which the corporation holds an interest in land**. We understand that the nominal entitlement for each licence will be calculated based on the area of land held by the corporation as a proportion of the total catchment area.
We also acknowledge that water authorised under a CYPHA licence cannot be used or assigned unless the licence is first amended, with approval from the Chief Executive, to include a schedule of conditions for taking and/or assigning water.

If you would like to discuss this application, please contact the [**Insert contact name and numbe**r].

Yours sincerely,

Signed: _____
Name:
Position:
Aboriginal Corporation Name

Appendix C: Application forms

These are the two forms that need to be completed to activate the CYPHA licence W2F167, W2F167a. Further information can be obtained from the Department and links to the current forms can be found online https://www.business.qld.gov.au/industries/mining-energy-water/water/authorisations/application-forms

Forms W2F167 -Sample only

Queensland Government

***Water Act 2000* – Form W2F167**

ABN 51 242 471 577

Application for Water Licence Dealings with a CYPHA licence

Purpose of the form			
This form is to be used for one or more of the following water licence dealings: • amending the purpose of a water licence to state CYPHA • amending a CYPHA water licence to include or remove a schedule of conditions • amending a CYPHA water licence to authorise an assignment to another person • subdividing a CYPHA water licence into two or more CYPHA water licences • amalgamating two or more CYPHA licences into one CYPHA water licence To submit this form, save a digital copy and email as an attachment to WaterHub@dlgwv.qld.gov.au			
Part A Applicant details (Assignor – CYPHA water licence holder)			
Specify all licensee names on the water licence(s) the dealing is being made for:			
If the applicant is a corporation, supply the ACN:			
Attention (optional) (e.g. Principal, Secretary, Managing Director, etc.):			
Street address:			
Mailing address (this is the address where all ongoing correspondence will be delivered to, if same as street address write 'as above'):			
Main contact for this application			
The contact details provided will be used by the department for the purpose of communications under the *Water Act 2000*. The department may be required or authorised by legislation to disclose your information to other third parties.			
Full name:			
Preferred phone:		Alternative phone:	
Email:			
Privacy statement: Collection of information on this form is authorised by section 122 of the *Water Act 2000* and will be used by the department for the purpose of processing your application. The department may be required or authorised by legislation to disclose your information to other third parties. The information may be searchable, disclosed to and used by the public as allowed, authorised or required by legislation. A copy of your application and any supporting information will be published on the government's website.			
OFFICE USE ONLY	Application ref.	Fee received $	Office Stamp Only
	Client ref.	Receipt no.	
	Authorisation ref.	Registration date / /	Initals

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Forms W2F167a -Sample only

Queensland Government

Water Act 2000 – Form W2F167a

ABN 51 242 471 577

Written agreement to proceed with assignment of CYPHA water licence – Cape York Water Management Protocol

Purpose of this document	
This form is used by a CYPHA water licence holder and assignee (third party) when finalising the assignment of a CYPHA water licence under the Cape York Water Management Protocol 2019. The chief executive will provide a draft water licence about the proposed assignment requesting written agreement to the assignment. If the CYPHA water licence holder and assignee intend to proceed with the assignment, they must complete this form and give it to the chief executive. If the chief executive does not receive this completed form within 30 business days, the application will lapse under section 111 of the Water Act 2000.	
Part A CYPHA Water Licence Reference Number	
Water Licence Reference Number (e.g. 712345):	
Part B CYPHA Water Licence Holder Declaration	
All current licence holders to complete and sign the declaration below. If more signature space is required, copy or print a blank copy of this page, complete and attach. Being the legal holder(s) of the water entitlement, I/we do hereby consent to the assignment of part or all of the water licence as referred to in the draft licence given by the chief executive on ____/____/_____. I/We understand that completion of this form demonstrates a written agreement to proceed with the assignment subject to the conditions of approval as specified by the chief executive. I/We further declare that the information contained in this form is true and correct.	
Corporation Executed for and on behalf of	
Organisation name:	
ACN:	
By (name):	By (name):
Position:	Position:
Signature:	Signature:
Date:	Date:
Witnessed by:	Witnessed by:
Witness signature:	Witness signature:
Date:	Date:

Privacy statement: Collection of information on this form is authorised by the Cape York Water Management Protocol and the *Water Act 2000* and will be used by the department for the purpose of processing your application for assignment of a CYPHA water licence. The department may be required or authorised by legislation to disclose your information to other third parties. The information may be searchable, disclosed to and used by the public as allowed, authorised or required by legislation.

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Appendix D: Example CYPHA Water Assignment Agreement

THIS IS A GENERIC TEMPLATE AGREEMENT. YOU SHOULD CAREFULLY CONSIDER WHETHER ITS TERMS ARE APPROPRIATE FOR YOU SITUATION. IT MAY REQUIRE AMENDMENT TO PROPERLY ADDRESS ISSUES ARISING IN YOUR PARTICULAR CIRCUMSTANCES. YOU SHOULD SEEK YOUR OWN LEGAL ADVICE BEFORE USING IT.

CYPHA WATER ASSIGNMENT AGREEMENT

WATER LICENCE HOLDER	Name: [insert] Address: [insert] Telephone: [insert] Email: [insert]
ASSIGNEE	Name: [insert] Address: [insert] Telephone: [insert] Email: [insert]
WATER LICENCE	Water licence number: [insert]
ASSIGNMENT PERIOD	Start date: [insert] End date: [insert]
AUTHORISED ACTIVITY	Taking water for the purpose of: [insert]
NOMINAL ENTITLEMENT	[insert amount of water to be assigned]
WATER SOURCE	[insert details of water source]
WATER FEE	Option 1: The lump sum of $[insert] for the assignment period. Option 2: The sum of $[insert] per month for the assignment period. Option 3: An establishment fee of $[insert] plus the sum of $[insert] per megalitre of water taken during the assignment period.

The holder agrees to assign the nominal entitlement to the assignee for the assignment period, on the terms contained in this agreement. The assignee agrees to accept the assignment on those terms.

Date of agreement:

Signed by the **holder**:

Name of person signing:

_____

Signed by the **assignee**:

Name of person signing:

_____

TERMS OF AGREEMENT

1. Assignment of water

The holder agrees to assign, and the assignee agrees to accept, the right to take water under the water licence:

1.1. for the authorised activity;

1.2. in a quantity up to the nominal entitlement;

1.3. from the water source;

1.4. for the period of the assignment.

Nothing in this agreement assigns or transfers an ownership interest in the water licence. Ownership of the water licence remains with the holder.

2. Application for assignment

2.1. The holder will make an application to amend the water licence pursuant to sections 50 and 51 of the *Cape York Water Management Protocol*, to reflect the terms of this agreement. The holder will keep the assignee reasonably informed of the progress of the application, and advise of the outcome of the application when it is received.

2.2. The assignee must provide whatever information the holder requires in order to complete and prosecute the application, and must generally co-operate with the holder to procure the approval of the application.

2.3. This agreement is subject to and conditional upon the approval of the application on terms satisfactory to the parties. If the application is:

2.3.1. refused; or

2.3.2. not approved within 60 days of the date of this agreement; or

2.3.3. approved on terms which are not satisfactory to one of the parties to this agreement,

then either party may terminate this agreement by notice to the other.

3. Installation of measuring device

Unless one has already been installed, before taking any water the assignee must install a measuring device of a type which satisfies the requirements of the conditions of the water licence at the assignee's cost. The assignee must provide to the holder such information as the holder requires in order for the holder to read the measuring device at any time.

4. Payment of water fee

4.1. The information completed in the table at the start of this agreement indicates which of the three water fee options is applicable to this agreement.

4.2. If water fee option 1 is applicable, the assignee must pay the water fee to the holder on the start date of the assignment period.

4.3. If water fee option 2 is applicable, the assignee must pay the water fee to the holder monthly, starting on the start date of the assignment period and continuing on the same day of each month during the assignment period. If the last part of the assignment period if not a full month, the water fee for that month will be reduced, pro-rata according to the number of days in that part, compared to a 31 day month.

4.4. If water fee option 3 is applicable, the assignee must pay the water fee to the holder by:

4.4.1. payment of the establishment fee on the start date of the assignment period; and

4.4.2. payment of the remaining water fee monthly in arrears, according to the amount of water take during the preceding month. The amount of water taken during the preceding month will be determined by the holder reading the measuring device applicable to the water licence on the day (or as close as reasonably practicable to the day) which coincides with the end of each monthly period, or in the case of the last part of the assignment period, the end date of the assignment period.

4.5. The assignee must pay the water fee in the manner directed in writing by the holder. The assignee must not make any deduction from the amount payable to the holder.

5. GST

5.1. Subject to clause 5.3, if a party ("the supplier") should make a taxable supply to another party ("the recipient") under this agreement, the recipient must, in addition to the consideration for that taxable supply, pay to the supplier the GST arising on it at the time such consideration falls due for payment.

5.2. If the recipient is, in the terms of this agreement, obliged to reimburse the supplier for the consideration paid by the supplier on a creditable acquisition it makes ("the reimbursement payment"), the GST paid or payable by the supplier in connection with that creditable acquisition must be disregarded when calculating the reimbursement payment.

5.3. The supplier must give the recipient a tax invoice relating to the taxable supply in exchange for the payment of GST under clause 5.1.

5.4. As a separate and distinct obligation, the recipient indemnifies the supplier from liability for the payment of GST arising on taxable supplies made to the recipient under this agreement, subject to the provision of a tax invoice by the supplier under clause 5.3.

5.5. In this clause, words and phrases that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have, so far as the context permits, the corresponding meaning.

6. Duty

The assignee will:

6.1. pay all duty (and any interest or penalties) assessed under the *Duties Act 2001* or otherwise payable in respect of this agreement or any dutiable transaction evidenced or contemplated by it; and

6.2. indemnify the holder in respect of this liability.

7. Warranties by the holder

The holder warrants that:

7.1. it is the holder of the water licence and able (subject to the approval of the application referred to in clause 2) to perform the terms of this agreement;

7.2. it will, throughout the period of the assignment, keep the water licence in good standing and not do anything which may cause it to be cancelled or suspended.

8. Warranties by the assignee

The assignee warrants that:

8.1. it will not charge or otherwise encumber its rights and entitlements under this agreement;

8.2. it will at all times during the period of the assignment comply with the conditions of the water licence and the provisions of the *Cape York Water Management Protocol*, the *Water Act 2000* and the *Water Plan (Cape York) 2019*;

8.3. it will take water only for the approved activity, and not for any other purpose;

8.4. it will not take water in excess of the nominal entitlement.

9. Breach of agreement

9.1. If the assignee breaches this agreement, the holder may give a notice to the assignee requiring that the assignee:

9.1.1. remedy the breach by performing the breached term; or

9.1.2. pay reasonable compensation to the holder for loss incurred by the holder as a consequence of the breach.

9.2. If the assignee does not comply with such a notice within 14 days after it is given, the holder may terminate this agreement by notice in writing to the assignee.

9.3. The rights of the holder pursuant to this clause are without prejudice to any other rights that the holder may have at law or in equity.

10. End of agreement

When this agreement ends, whether by expiry of the assignment period or earlier termination:

10.1. the holder will be at liberty to apply to amend the water licence to remove any reference to the assignment in favour of the assignee and to reinstate it to its status before this agreement was entered into;

10.2. the assignee must co-operate with the holder and provide the holder with whatever assistance the holder requires in order to make and complete the application referred to in the preceding paragraph; and

10.3. the assignee severally appoints each trustee, director and manager (as the case may be) of the holder as the attorney of the assignee for the purposes of signing, making and completing an application to amend the water licence to remove any

reference to the assignment in favour of the assignee and to reinstate it to its status before this agreement was entered into. A declaration by the attorney will be sufficient evidence that this agreement has ended and the power granted by this clause is in effect.

11. Notices

11.1. Notices must be in writing, signed by the party giving it or by that party's solicitor.

11.2. The parties must give notices:

11.2.1. by delivery to the recipient personally; or

11.2.2. by pre-paid post to the recipient's address for service; or

11.2.3. by email transmission on a business day to the email address nominated by the recipient in its address for service.

11.3. A party may, by written notice, inform the other of an altered address for service, in which case the altered address becomes that party's address for service.

11.4. A notice is considered to have been given:

11.4.1. where clause 11.2.1 applies, at the time of delivery;

11.4.2. where clause 11.2.2 applies, on the third business day after the day on which it is posted, the first business day being the day of posting; or

11.4.3. where clause 11.2.3 applies, at the time provided under section 24, *Electronic Transactions (Queensland) Act 2001,*

as the case may be.

11.5. Proof of:

11.5.1. posting by pre-paid post; or

11.5.2. dispatch by email,

(as the case may be) constitutes proof of receipt unless, in the case of notices despatched under clause 11.5.2, the recipient can establish non-receipt on reasonable grounds.

12. Assignment of rights

The rights duties and obligations of the parties are personal and a party must not assign its rights duties or obligations without the prior written consent of the others.

13. Joint and several liability

Where a party consists of two or more persons:

13.1. obligations bind each of them severally and all of them jointly; and

13.2. rights benefit each of them severally and all of them jointly.

14. No reliance

The parties have not in entering this agreement relied upon any statement, representation, undertaking, warranty or condition made or given by or on behalf of any other party in respect of the subject matter of this agreement other than those that are expressly contained in this agreement.

15. Entire understanding

The covenants and provisions contained in this agreement exclusively and completely state the rights of the parties with respect to the subject matter of this agreement. This agreement supersedes all negotiations and prior agreements, whether written or oral, in respect of the subject matter of this agreement. If there is conflict or inconsistency between the terms, conditions and provisions of this agreement and any prior agreement or arrangement, the terms, conditions and provisions of this agreement will prevail.

16. Amendments

No modification, variation, amendment or alteration of this agreement is valid unless in writing and executed by all parties.

17. Governing law

This agreement is made in the state of Queensland and is to be construed with reference to the laws for the time being in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

18. Successors

This agreement is binding on and enures to the benefit of the parties and their administrators, executors, respective successors and permitted assigns.

19. Prohibition

A party prohibited from doing an act is also prohibited from permitting or suffering the matter act or thing.

20. Waiver

No failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement operates as a waiver of the power or right, and no single or partial exercise of a power or right and no single failure to exercise precludes any other or future exercise of the power or right or the exercise of any other power or right.

21. Cumulative rights

The rights and remedies conferred on a party are in addition to those at law and in equity.

22. Severability

If it is held by a court of competent jurisdiction that:

22.1. a part of this agreement is void, voidable, illegal or unenforceable; or

22.2. this agreement would be void, voidable, illegal or unenforceable unless a part of it were severed,

that part is severed from and does not affect the continued operation of the rest of this agreement unless to sever that part would change its principal commercial purpose.

23. Counterparts

23.1. This agreement and any document required under this agreement may be executed in any number of counterparts, each of which is taken to be an original.

23.2. Where a party to this agreement requires more than one person to sign on behalf of that party, then those persons may execute this agreement in any number of counterparts, each of which is taken to be an original.

23.3. An executed counterpart may be delivered by facsimile or email to the recipient's address for service.

24. Interest on money

Without prejudice to the rights, powers and remedies otherwise under this agreement, a party must pay interest at the rate of 1% per month on money due and payable but unpaid from time to time by that party to another on any account under this agreement, computed from the due date for payment until payment.

25. Further assurances

The parties must do all things necessary for the complete performance of all their respective obligations under this agreement.

26. No disadvantage

The rules of construction of agreements will not apply to the disadvantage of a party because that party was responsible for drafting this agreement or any part of it.

27. Interpretation

In this agreement, except to the extent that the context otherwise requires:

27.1. the singular includes the plural and vice versa;

27.2. words importing a gender include all genders;

27.3. the schedules form part of this agreement;

27.4. reference to a party includes that party's personal representatives, successors and permitted assigns;

27.5. reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for it or incorporating any of its provisions to the extent that they are incorporated;

27.6. reference to a monetary amount is to Australian currency;

27.7. reference to an agreement includes all subsequent amendments to it entered into in accordance with its terms to the extent to which those amendments are expressly or impliedly permitted by this agreement;

27.8. reference to time and dates are to Cairns time, even if the relevant obligation is to be performed elsewhere;

27.9. reference to a clause or party is to a clause of or a party to this agreement.

27.10. **address for service** means the address for each party set out at the beginning of this agreement;

27.11. **business day** means a day other than a Saturday, Sunday and public holiday in Cairns;