

Commercial Consent Agreement for Access to Private Land in Victoria

This Agreement – between an Explorer and Landholder and/or Occupier – concerns the Landholder and/or Occupier giving consent to the Explorer to access private property to undertake work under an exploration licence.

The Agreement applies to exploration activities for a set period of time, pursuant to the *Mineral Resources (Sustainable Development) Act 1990 (Vic.)*.

The key components of the Agreement are the conditions Explorers must comply with, any compensation that the Landholder and/or Occupier will receive, and how any disputes will be managed, if they arise.

There is a Guide that accompanies this Agreement. The Guide is designed to assist Landholders, Occupiers, Explorers and others to understand the Agreement, and how to get further help, if needed.

To access the document
in an editable, Word format visit:
earthresources.vic.gov.au/landaccess

Commercial Consent Agreement for Access to Private Land in Victoria

This Commercial Consent Agreement (“Agreement”) sets out the conditions for access to private land for minerals exploration activities. It also provides for compensation, if applicable, for loss or damage arising from exploration activities. The Agreement is between the Party undertaking the exploration activities (“Explorer”), the Party listed on the Land Title as the Registered Proprietor (“Landholder”), and Parties other than the Landholder who use or occupy the land (“Occupier”).

1. Parties

[Enter the Registered Proprietor(s)]

of [enter address details] is a [Individual/Business/Company] and is the Registered Proprietor of the land (“Landholder”).

[Enter the name of Occupier(s) - if applicable]

of [enter address details] is a [Individual/Business/Company] and [uses/occupies] the land (“Occupier”).

[Enter the name of the Explorer]

of [enter address details] is a [Business/Company] and holds an exploration licence over the land (“Explorer”).

2. Commencement

- a. This Agreement commences on the [enter day] day of [enter month and year] and is valid for the period up to and including the [enter day] day of [enter month and year].

3. Access

- a. The Landholder and/or Occupier gives consent to the Explorer to access the Landholder’s property for the purpose of exploration activities, provided that all conditions of this Agreement, exploration licence and approved work plan are fulfilled.

4. Compensation

- a. The Explorer will pay the sum of \$ [enter amount – if applicable] to the Landholder and/or Occupier in full by [enter due date – if applicable], which represents consideration for granting access to land and compensation for foreseeable events, but excludes any costs for damage and loss for unforeseen events.
- b. The Explorer will compensate the Landholder and/or Occupier for damage and loss for unforeseen events that result from exploration activities.

- c. The Explorer will pay the costs incurred by the Landholder and/or Occupier in determining the value of compensation, and other reasonable costs associated with this Agreement.
- d. [\[Enter any further compensation, as agreed\]](#)

5. Land and Access

The Explorer will access the following areas of the property during the specified periods:

- a. [\[Enter Land Map Reference\]](#) [\[Enter Start Date\]](#)
[\[Enter Completion Date\]](#) [\[Access Route\]](#)
- b. [\[Enter Land Map Reference\]](#) [\[Enter Start Date\]](#)
[\[Enter Completion Date\]](#) [\[Access Route\]](#)
- c. [\[Enter Land Map Reference\]](#) [\[Enter Start Date\]](#)
[\[Enter Completion Date\]](#) [\[Access Route\]](#)
- d. Access to the property is restricted to between the hours of [\[enter hours of access\]](#), unless due to unforeseen circumstances the Explorer requests a temporary change of working hours, and the Landholder and/or Occupier agrees to the temporary change.

6. Special Conditions

The Explorer will:

- a. Provide the Landholder and/or Occupier with a copy of the exploration licence and approved work plan.
- b. Comply with all requirements of the exploration licence and approved work plan, the *Code of Practice for Mineral Exploration and Mineral Resources (Sustainable Development) Act 1990*.
- c. Maintain a Land Visitor Register that records the name, position, and date and time of entry and exit of all employees, contractors and others who access the property, and make this register available to the Landholder and/or Occupier to view upon request.
- d. Nominate a person as the Project Manager for the exploration activities who will be the primary point of contact for the Landholder and/or Occupier.
- e. Develop and comply with a fire management plan in conjunction with the Landholder and/or Occupier.

- f. Comply with all environmental and biosecurity controls of the Landholder and/or Occupier.
- g. Ensure all water sources are protected from contamination and replace any water that becomes contaminated.
- h. Ensure soil is protected from contamination, erosion and damage, and replace any lost, damaged or contaminated soil with new soil of the same, or better, soil quality as the original.
- i. Erect a fenced compound to house and secure any plant and equipment left on the land overnight.
- j. Maintain secure and contained waste facilities and remove and appropriately dispose of any waste on at least a weekly basis.
- k. Not interfere with livestock or crops and will report any damage and loss of livestock or crops to the Landholder and/or Occupier and compensate for any livestock or crop losses.
- l. Remediate any damage caused by exploration activities to the same, or better, condition prior to the first access to the land by the Explorer.
- m. Maintain access routes in good working order and ensure gates are left as found.
- n. Provide and use portable ablutions as contamination of land with human waste is not permitted.
- o. Ensure no animals or firearms are bought onto the property.
- p. Ensure noise generated by exploration activities does not exceed prescribed limits.
- q. Provide the Landholder and/or Occupier with soil chemical characteristics data captured during exploration activities that may assist the Landholder and/or Occupier in their ordinary use of the land.
- r. [\[Enter any further conditions as agreed\]](#)

7. Communication between Parties

Communication between the Parties and serving of Notices will be in accordance with the following:

- a. The Landholder will be contacted by [\[enter details of how to contact\]](#)
- b. The Occupier will be contacted by [\[enter the details of how to contact – if applicable\]](#)
- c. The Explorer's Project Manager is [\[enter name\]](#) and can be contacted by [\[enter the details of how to contact\]](#)

8. Indemnity

- a. The Explorer indemnifies the Landholder and/or Occupier against any loss or damage to neighbouring properties, public roads and places and people caused by exploration activities in connection with this Agreement.

9. Disputes

- a. All Parties agree to act in good faith and minimise potential disputes through compliance with this Agreement and a commitment to regular communication between the Parties.
- b. If a dispute arises that cannot be resolved between the Parties, either Party may refer the dispute to an independent third party for Alternative Dispute Resolution (ADR), which includes preliminary assistance and mediation.
- c. If a dispute arises that cannot be resolved between the Parties involving a serious breach of this Agreement, the Landholder and/or Occupier may impose a temporary restriction on access to the property by the Explorer. Before any restriction on access is put in place, however, the dispute must be referred by one of the Parties to an independent third party for ADR.
- d. Independent third party means either:
 - i. Mining Warden (miningwarden.vic.gov.au) or
 - ii. Victorian Small Business Commission (vsbc.vic.gov.au)
- e. All Parties will prioritise the resolving of disputes as quickly as possible.

10. Applicable Law

- a. This Agreement is governed by the laws of the state of Victoria.

11. Agreement Assistance

- a. The Parties have the opportunity to seek independent advice before entering into this Agreement.

Execution

Executed as an Agreement on the [enter day] day of [enter month and year] at [enter place]

Signed for the **Explorer** by an authorised person in the presence of

Signature of Authorised Person

Signature of Witness

Name of Authorised Person (Print)

Name of Witness (Print)

Office Held by Authorised Person

Signed for the **Landholder** in the presence of

Signature of Landholder

Signature of Witness

Name of Landholder (Print)

Name of Witness (Print)

Signed for the **Occupier** in the presence of

Signature of Occupier

Signature of Witness

Name of Occupier (Print)

Name of Witness (Print)

If assistance in the preparation of this Agreement was provided to the Landholder and/or Occupier, list the details of the person and organisation providing the assistance.

Name:

Organisation:

Contact Details: