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22 July 2025

Hon Justice Mordecai Bromberg
Australian Law Reform Commission
Australian Government
PO Box 209
Flinders Lane VIC 8009

By Email: nativetitle@alrc.gov.au

Dear President

Re: Australian Law Reform Commission: Review of the Future Acts Regime

AgForce Queensland Farmers Limited (AgForce) is a peak organisation representing Queensland's cane, cattle, grain and sheep, wool & goat producers. The cane, beef, broadacre cropping and sheep, wool & goat industries in Queensland generated around \$11.2 billion in on-farm value of production in 2022-23. AgForce's purpose is to advance sustainable agribusiness and strives to ensure the long-term growth, viability, competitiveness and profitability of these industries. Over 6,000 farmers, individuals and businesses provide support to AgForce through membership. Our members own and manage around 55 million hectares, or a third of the state's land area. Queensland producers provide high-quality food and fibre to Australian and overseas consumers, contribute significantly to the social fabric of regional, rural and remote communities, as well as deliver stewardship of the state's natural environment. AgForce welcomes the opportunity to make to provide feedback on the Australian Law Reform Commissions Review of the Future Acts Regime.

GENERAL COMMENTS

At the outset of our feedback, AgForce would like to highlight our key concern that our members who have pastoral leases will be significantly impacted by the proposed amendments outlined within the discussion paper. Paragraph 18 lists who the Australian Law Reform Commission (ALRC) has consulted with so far however, there is no mention of the agricultural industry, or specifically pastoral lessees¹. We see that pastoral lessees should also be included as stakeholders in their own right – as they are frequently directly impacted by native title.

AgForce also has concerns regarding the reference to First Nations people being able to 'enjoy fully their rights and interests'. There is no mention of the requirement to balance those rights and interests with the rights and interests of pastoral lessees who play a significant role in food security and supporting our national economy.

We remind the ALRC of the High Court of Australia ruling in *Wik Peoples v Queensland* ('Wik'), delivered on 23 December 1996. It clarified the relationship between native title rights and pastoral leases under Australian law. It states that, where there is no inconsistency between the rights and interests of native title holders and those of pastoral lease holders, the two sets of rights may co-exist.

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¹ We will use the term 'pastoral lessee' and pastoralist interchangeably, we are referring to those with a pastoral lease.

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Where the rights are inconsistent, the *Wik* decision clearly states that native title rights are subordinate to those of the pastoral lease holders. This decision must inform any interaction with the agricultural industry contemplated by any reforms to the Future Acts Regime.

Paragraph 33 mentions that native title parties have diminished bargaining power relative to proponents and government bodies. This is plainly not the case when it comes to negotiating with pastoralists. Pastoral lessees do not have the access to government funding typical of Indigenous groups, nor do they have the financial or legal resources of mining and government proponents. Instead, they rely on their own limited funds to negotiate in an area of law that is complicated and highly technical. Related to this, AgForce agrees with the comments made in paragraph 46 that all parties should have adequate access to the resources and expertise required to achieve justice. We emphasise that this should apply to pastoral lessees, not only native title parties. This must be considered in amendments to the Future Acts Regime. Any increased requirements for pastoral lessees to engage with native title holders – and bear the entire costs of such engagement – regarding actions that are currently permissible under the *Native Title Act 1993* (Cth) ('NTA') is plainly unacceptable and strongly opposed by AgForce.

Question 6 – Should the Native Title Act 1993 (Cth) be amended to enable Prescribed Bodies Corporate to develop management plans (subject to a registration process) that provide alternative procedures for how future acts can be validated in the relevant determined area?

AgForce does not support the proposal for Native Title Management Plans ('NTMP') to displace the statutory regime. We also see that the resourcing limitations described in paragraph 62 are a major concern for the effectiveness of the proposed NTMPs. We would like to see greater detail on the proposed NTMPs before making further comment.

Question 7 – Should the Native Title Act 1993 (Cth) be amended to provide for mandatory conduct standards applicable to negotiations and content standards for agreements, and if so, what should those standards be?

AgForce does not believe that the NTA should be amended to provide for mandatory conduct or content standards. We view the introduction of such conduct and content standards as being a risk to becoming over-prescriptive. There will be reduced flexibility in situations which may be better suited to a more flexible case-by-case approach and this will not foster collaboration between the parties.

Additionally, we note that where there is a power imbalance between parties, the common law implies a duty of good faith. AgForce considers that defining good faith is dangerous and risks being overly prescriptive in this duty, potentially leading to adverse outcomes.

AgForce strongly opposes the suggestion that proponents should contribute to funding a native title party's participation in negotiations. Whilst it may be perceived that mining companies have the capacity to do this, and we do not wish to undermine their position, pastoralists are certainly not in a financial position to contribute to the other party's costs. Most pastoralists run small to medium sized family businesses. For a pastoralist to have to negotiate funding arrangements represents a significant impost on their finances and diverts their limited resources away from their businesses. AgForce sees that this proposal conflicts with the ALRC's objective of enhancing fairness; if anything, it risks creating an unfair and inequitable process for any non-indigenous proponent.

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Proposal 1 – The Native Title Act 1993 (Cth) and Native Title (Prescribed Bodies Corporate) Regulations 1999 (Cth) should be amended to allow for the expanded use of standing instructions given by common law holders to Prescribed Bodies Corporate for certain purposes.

AgForce supports this approach and sees that this proposal would foster greater flexibility and efficiency for certain low-impact activities.

Question 8 – Should the Native Title Act 1993 (Cth) expressly regulate ancillary agreements and other common law contracts as part of agreement-making frameworks under the Future Acts Regime?

AgForce has reservations regarding the proposal to regulate ancillary agreements and other common law contracts. Whilst it is our understanding that ancillary agreements are not commonly used in the pastoral industry, they do keep the consideration to which native title has been surrendered confidential as they are not registered. Any proposal to regulate ancillary agreements and common law agreements should aim to protect confidentiality. Further, it is our view that the ability to amend ancillary agreements is an advantage to them not being registered. AgForce considers that the inclusion of consent to surrender native title within in the Indigenous Land Use Agreement ('ILUA') and its registration with the State Government as a party, constitutes sufficient legal recognition.

Proposal 2 – The Native Title Act 1993 (Cth) should be amended to provide that:

- a. the Prescribed Body Corporate for a determined area has an automatic right to access all registered agreements involving any part of the relevant determination area; and***
- b. when a native title claim is determined, the Native Title Registrar is required to identify registered agreements involving any part of the relevant determination area and provide copies to the Prescribed Body Corporate.***

AgForce supports this proposal.

Proposal 3 – Section 199C of the Native Title Act 1993 (Cth) should be amended to provide that, unless an Indigenous Land Use Agreement specifies otherwise, the agreement should be removed from the Register of Indigenous Land Use Agreements when:

- a. the relevant interest in property has expired or been surrendered;***
- b. the agreement has expired or been terminated; or***
- c. the agreement otherwise comes to an end.***

AgForce supports this proposal as this would foster greater efficiency and provide confidence to proponents that the information they are relying on as part of the agreement-making process is accurate.

Proposal 4 – The Native Title Act 1993 (Cth) should be amended to require the Native Title Registrar to periodically audit the Register of Indigenous Land Use Agreements and remove agreements that have expired from the Register.

AgForce supports this proposal as it would ensure that information accessible to the public is current. AgForce considers that the responsibility for initiating this process should fall to the relevant parties.

Question 10 – Should the Native Title Act 1993 (Cth) be amended to allow parties to agreements to negotiate specified amendments without needing to undergo the registration process again, and if so, what types of amendments should be permissible?

AgForce does not have any objections to this proposal.

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Proposal 5 – The Native Title Act 1993 (Cth) should be amended to provide that the parties to an existing agreement may, by consent, seek a binding determination from the National Native Title Tribunal in relation to disputes arising under the agreement.

AgForce does not have any objections to this proposal.

Question 11 – Should the Native Title Act 1993 (Cth) be amended to provide that new agreements must contain a dispute resolution clause by which the parties agree to utilise the National Native Title Tribunal's dispute resolution services, including mediation and binding arbitration, in relation to disputes arising under the agreement?

AgForce understands that in Queensland, pastoral ILUAs negotiated as part of a native title claim resolution all contain a dispute resolution clause but do not mandate that the National Native Title Tribunal ('NNTT') is the appropriate body to conduct mediations.

Whilst AgForce has concerns with the resourcing and ability of the NNTT to handle dispute resolution if they are to be the sole body that disputes are referred to, we do believe that there is merit in this proposal as it will streamline dispute resolution processes and promote consistency. Notably, it would reduce reliance on formal litigation which is expensive and burdensome for all parties. AgForce does have concerns as to costs, we recommend that parties should bear their own costs related to the mediation and arbitration services of the NTT.

Question 12 – Should some terms of native title agreements be published on a publicly accessible opt-in register, with the option to redact and de-identify certain details?

AgForce does not have objections to making agreements publicly available. It is our understanding that most pastoral ILUAs in Queensland outline access and use activities by the native title holders, not future acts. We are aware that pastoral ILUAs are drafted in a way that does not require confidentiality however, AgForce recognises that obtaining consent to publish past ILUAs would be a burdensome exercise.

Question 13 – What reforms, if any, should be made in respect of agreements entered into before a native title determination is made, in recognition of the possibility that the ultimately determined native title holders may be different to the native title parties to a pre-determination agreement?

AgForce is of the opinion that if the ultimately determined native title holders are different to the native title parties to a pre-determination agreement then there should be no further burden imposed upon the proponent to distribute the funds appropriately. At face value, we prefer option 1 listed in paragraph 140; 'an arrangement where compensation or other payments made under a pre-determination agreement are held on trust by a centralised statutory trustee, pending determination of native title, with an express provision that the native title party acts in a fiduciary capacity towards the native title holders'.

Question 14 – Should Part 2 Division 3 Subdivisions G–N of the Native Title Act 1993 (Cth) be repealed and replaced with a revised system for identifying the rights and obligations of all parties in relation to all future acts, which:

- a. categorises future acts according to the impact of a future act on native title rights and interests;***
- b. applies to all renewals, extensions, re-grants, and the re-making of future acts;***
- c. requires that multiple future acts relating to a common project be notified as a single project;***

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- d. provides that the categorisation determines the rights that must be afforded to native title parties and the obligations of government parties or proponents that must be discharged for the future act to be done validly; and***
- e. provides an accessible avenue for native title parties to challenge the categorisation of a future act, and for such challenge to be determined by the National Native Title Tribunal?***

AgForce strongly opposes the suggestion to move towards an impact-based model. This proposal undermines the concept of permissible future acts, which has been relied upon by pastoralists who have consented to native title determinations as the Division provides certainty about future implications of a consent determination.

AgForce sees that if this Division was repealed and replaced, pastoral lessees would be forced to enter into expensive and time-consuming exercises to carry on their businesses. The costs that pastoral lessees will be forced to incur will be ludicrous where there are multiple determinations or overlapping claims on the pastoral lease. It is plainly unacceptable that this proposal contemplates a right to negotiate where a pastoral lessee is requesting a renewal or extension of their lease.

AgForce fully supports the National Farmers Federation's (NFF's) recommendation of a Category O for activities that cause no risk and should not be subject to any statutory procedures.

Appendix A – Impact-Based Model Examples

AgForce has serious concerns regarding the types of activities provided as examples that would fall under either Category A or Category B activities under the proposed impact-based model.

We take issue that clearing of vegetation is proposed to be in the same category (being category B) as the grant of an exploration permit and multiple exploration licences. We find this unfathomable.

Whilst we note that the ALRC has said the 400ha used in example 7 is a merely hypothetical situation, AgForce would nonetheless like to comment on that example. Firstly, 400ha is not a 'large geographic area', particularly for northern Australia, where the majority of native title exists.

In Queensland it is a condition of a term lease granted for pastoral purposes to only be used for:

- a. agricultural purposes; or
- b. grazing purposes; or
- c. agricultural and grazing purposes.²

Therefore, it is not the land clearing permit that allows the agricultural activities to be done, it is the original lease that confers the lessee rights to use the land for activities associated with that purpose.

However, not all types of land clearing can be automatically conducted with the grant of a term lease for pastoral purposes. At a State level vegetation can be either unregulated, where no permit is required to clear/thin/manage vegetation, or regulated. Where the proposed area is unregulated, we assert that any clearing activity would not constitute a future act. Similarly, there is no permit required to conduct some types of activities in regulated areas, such as clearing for fence lines and firebreaks, and it is our position that these activities would also not constitute future acts.

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² Land Act 1994 (Qld) section 199A(2)(a).



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However, where there is proposed clearing/thinning/management in regulated areas, if the proposed activity does not fall within any of Queensland's accepted development or exempt clearing codes, then it is necessary to apply for a Development Approval (DA).

AgForce has major concerns regarding the introduction of a right to negotiate where a pastoral lessee applies for a DA to clear/manage/thin regulated vegetation. This would effectively undermine the *Wik* decision as pastoral interests would not prevail – they must be negotiated with the native title groups and may not eventuate if negotiations are unsuccessful. AgForce has grave concerns for security of land tenure and property rights should land clearing be considered a proposed Category B activity. We also see that such an amendment has serious consequences to our national food security and national economy and is hostile towards primary production.

AgForce also notes that whilst the example uses native vegetation, it does not provide any comment on whether regrowth vegetation would also be subject to the same right to negotiate. Further, native vegetation is itself a subjective term, as vegetation may be considered native to a given region of Australia, whilst acting as an invasive species in other geographic or ecological circumstances. Further, there are species of Australian native plants that are actually toxic to livestock (eg, poison gidgee or heartleaf) or increase fire hazards (eg, white cypress) – thus, the regular and ongoing management of such vegetation is a necessity for pastoralists. Finally, being 'native' does not automatically confer protected status for plant species.

AgForce would also like to comment on examples 6 and 9 being classified as Category B Acts even though the site where the activity is occurring may not be relevant to the native title holders, it is because the activity is occurring in the vicinity of a scar tree/important river system.

AgForce has grave concerns with these examples. Even if the activity was occurring on freehold land, the discussion paper indicates that infrastructure development, improvements and water usage, which are all general business activities for pastoralists would be subject to a right to negotiate, which we see as encroaching on the landowner's right to absolute ownership. Even where the activity is occurring on lease hold land, we reiterate that this would also effectively undermine the *Wik* decision as pastoral interests would not prevail, they must be negotiated with the native title groups and may not eventuate if negotiations are unsuccessful. This also hinders the ability of the agricultural industry to develop and continue to increase their productivity and contribution to our national economy.

Question 15 – If an impact-based model contemplated by Question 14 were implemented, should there be exclusions from that model to provide tailored provisions and specific procedural requirements in relation to:

- a. infrastructure and facilities for the public (such as those presently specified in s 24KA(2) of the Native Title Act 1993 (Cth));**
- b. future acts involving the compulsory acquisition of all or part of any native title rights and interests;**
- c. exclusions that may currently be permitted under ss 26A–26D of the Native Title Act 1993 (Cth); and**
- d. future acts proposed to be done by, or for, native title holders in their determination area?**

AgForce strongly opposes the impact-based model as detailed in our answer to question 14.

Question 16 – Should the Native Title Act 1993 (Cth) be amended to account for the impacts that future acts may have on native title rights and interests in areas outside of the immediate footprint of the future act?

No, AgForce does not support an amendment to the NTA for impacts that future acts may have on native title rights and interests in areas outside of the immediate footprint of the future act.

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Question 17 – Should the Native Title Act 1993 (Cth) be amended to:

- a. exclude legislative acts that are future acts from an impact-based model as contemplated by Question 14, and apply tailored provisions and specific procedural requirements instead; and**
- b. clarify that planning activities conducted under legislation (such as those related to water management) can constitute future acts?**

AgForce does not support this suggestion.

Proposal 6 – The provisions of Part 2 Division 3 Subdivision P of the Native Title Act 1993 (Cth) that comprise the right to negotiate should be amended to create a process which operates as follows:

- a. As soon as practicable, and no later than two months after a future act attracting the right to negotiate is notified to a native title party, a proponent must provide the native title party with certain information about the proposed future act.**
- b. Native title parties would be entitled to withhold their consent to the future act and communicate their objection to the doing of the future act to the government party and proponent within six months of being notified. From the time of notification, the parties must negotiate in accordance with negotiation conduct standards (see Question 7). The requirement to negotiate would be suspended if the native title party objects to the doing of the future act.**
- c. If the native title party objects to the doing of the future act, the government party or proponent may apply to the National Native Title Tribunal for a determination as to whether the future act can be done (see Question 18).**
- d. If the National Native Title Tribunal determines that the future act cannot be done, the native title party would not be obliged to negotiate in response to any notice of the same or a substantially similar future act in the same location until five years after the Tribunal's determination.**
- e. If the National Native Title Tribunal determines that the future act can be done, the Tribunal may:**
 - require the parties to continue negotiating in accordance with the negotiation conduct standards to seek agreement about conditions that should attach to the doing of the future act; or**
 - at the parties' joint request, proceed to determine the conditions (if any) that should attach to the doing of the future act; or**
 - if the Tribunal is of the opinion that it would be inappropriate or futile for the parties to continue negotiating, after taking into account the parties' views, proceed to determine the conditions (if any) that should attach to the doing of the future act.**
- f. At any stage, the parties may jointly seek a binding determination from the National Native Title Tribunal on issues referred to the Tribunal during negotiations (see Proposal 7). The parties may also access National Native Title Tribunal facilitation services throughout agreement negotiations.**
- g. If the parties reach agreement, the agreement would be formalised in the same manner as agreements presently made under s 31 of the Native Title Act 1993 (Cth).**
- h. If the parties do not reach agreement within 18 months of the future act being notified, or within nine months of the National Native Title Tribunal determining that a future act can be done following an objection, any party may apply to the National Native Title Tribunal for a determination of the conditions that should apply to the doing of the future act (see Question 19). The parties may make a joint application to the Tribunal for a determination of conditions at any time.**

AgForce does not support the proposed expanded right to negotiate. AgForce has serious concerns about the almost-immediate ability to come before the NNTT, which increases costs and complexity and reduces efficiency for all parties involved.

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Question 18 – What test should be applied by the National Native Title Tribunal when determining whether a future act can be done if a native title party objects to the doing of the future act?

AgForce has no comment on this question.

Question 19 – What criteria should guide the National Native Title Tribunal when determining the conditions (if any) that attach to the doing of a future act?

AgForce has no comment on this question.

Proposal 8 – Section 38(2) of the Native Title Act 1993 (Cth) should be repealed or amended to empower the National Native Title Tribunal to impose conditions on the doing of a future act which have the effect that a native title party is entitled to payments calculated by reference to the royalties, profits, or other income generated as a result of the future act.

AgForce does not support this proposal.

Proposal 9 – Section 32 of the Native Title Act 1993 (Cth) should be repealed.

AgForce does not support section 32 of the NTA being repealed.

Question 21 – Should Part 2 Division 3 Subdivision F of the Native Title Act 1993 (Cth) be amended:

- a. *To provide non-claimant applications can only be made where they are made by, or for the benefit of, Aboriginal or Torres Strait Islander peoples;*
- b. *for non-claimant applications made by a government party or proponent, to extend to 12 months the timeframe in which a native title claimant application can be lodged in response;*
- c. *for non-claimant applications in which the future act proposed to be done would extinguish native title, to require the government party or proponent to establish that, on the balance of probabilities, there are no native title holders; or*
- d. *in some other way?*

AgForce strongly opposes the proposal that Part 2 Division 3 Subdivision F should be amended. Currently in Queensland, the protection afforded by section 24FA does not apply when there is a tenure conversion from leasehold to a grazing homestead perpetual lease or freehold title, as it is required that native title is addressed by either an ILUA or negative native title determination.

AgForce sees that allowing a 12-month extension for a claimant application to be lodged in a response to a non-claimant application is exorbitant, slows the process and causes efficiency issues and creates uncertainty in terms of costs for lessees. Further, it could seriously undermine essential time-sensitive activities.

Proposal 10 – The Native Title Act 1993 (Cth) should be amended to expressly provide that a government party's or proponent's compliance with procedural requirements is necessary for a future act to be valid.

AgForce supports this proposal.

Question 22 – If the Native Title Act 1993 (Cth) is amended to expressly provide that non-compliance with procedural obligations would result in a future act being invalid, should the Act expressly address the consequences of invalidity?

AgForce recognises that there would be a need for the NTA to address the consequences of invalidity.

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Question 23 – Should the Native Title Act 1993 (Cth), or the Native Title (Notices) Determination 2024 (Cth), be amended to prescribe in more detail the information that should be included in a future act notice, and if so, what information or what additional information should be prescribed?

AgForce has no comment on this question.

Proposal 11 – All future act notices should be required to be lodged with the National Native Title Tribunal. The Tribunal should be empowered to maintain a public register of notices containing specified information about each notified future act.

AgForce supports this proposal.

Question 24 – Should the Native Title Act 1993 (Cth) be amended to provide that for specified future acts, an amount which may be known as a ‘future act payment’ is payable to the relevant native title party prior to or contemporaneously with the doing of a future act:

- a. as agreed between the native title party and relevant government party or proponent; or
- b. in accordance with a determination of the National Native Title Tribunal where a matter is before the Tribunal; or
- c. in accordance with an amount or formula prescribed by regulations made under the Native Title Act 1993 (Cth); or
- d. in accordance with an alternative method?

AgForce does not support amending the NTA to provide for mandated future act payments prior to, or at the time of, the doing of the future act. Where the proponent is a pastoral leaseholder, this will create further unfairness and inequitable outcomes as previously raised pastoral leaseholders lack the time and resources to fulfil such a mandate. Furthermore, we adopt the position of NFF who have raised concerns regarding the use of formulas in options (c) and (d) and the lack of case law.

Question 25 – How should ‘future act payments’ interact with compensation that is payable under Part 2 Division 5 of the Native Title Act 1993 (Cth)?

AgForce questions why ‘future act payments’ and compensation are payable for the same act? This goes against the common law principle of ‘no double dipping’. Further, it is difficult to see how ‘future act payments’ can be offset against compensation payments when most are confidential. More detail on how compensation would look under Part 2 Division 5 is necessary to provide further comment. AgForce would also like to raise the question of what would happen if the future act is found to be invalid, would the payment for the future act also be invalid and be refunded to the proponent?

Proposal 12 – Sections 24EB and 24EBA of the Native Title Act 1993 (Cth) should be amended to provide that compensation payable under an agreement is full and final for future acts that are the subject of the agreement only where the agreement expressly provides as such, and where the amounts payable under the agreement are in fact paid.

AgForce has no objection to this proposal.

Question 26 - Should the Native Title Act 1993 (Cth) be amended to provide for a form of agreement, which is not an Indigenous Land Use Agreement, capable of recording the terms of, and basis for, a future act payment and compensation payment for future acts?

AgForce has no comment on this question.

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Proposal 13 – The Native Title Act 1993 (Cth) should be amended to provide a statutory entitlement to compensation for invalid future acts.

AgForce has no comment on this question.

Proposal 14 – The Native Title Act 1993 (Cth) should be amended to provide for and establish a perpetual capital fund, overseen by the Australian Future Fund Board of Guardians, for the purposes of providing core operations funding to Prescribed Bodies Corporate.

AgForce is not opposed to this proposal as it is accepted that PBCs require adequate funding. However, we support and reiterate the comments of NFF that the focus has been on addressing indigenous resourcing with minimal recognition afforded to the fact that non-indigenous stakeholders, particularly the agricultural stakeholders, also face limited resourcing. Only resourcing one group of stakeholders creates a power imbalance and will lead to unjust and inequitable outcomes.

Proposal 15 – Native Title Representative Bodies and Native Title Service Providers should be permitted to use a portion of the funding disbursed by the National Indigenous Australians Agency to support Prescribed Bodies Corporate in responding to future act notices and participating in future acts processes.

AgForce has no comment to this proposal.

Proposal 16 – The Australian Government should adequately fund the National Native Title Tribunal to fulfil the functions contemplated by the reforms in this Discussion Paper, and to provide greater facilitation and mediation support to users of the native title system.

AgForce supports this proposal.

Proposal 17 – Section 60AB of the Native Title Act 1993 (Cth) should be amended to:

- a. entitle registered native title claimants to charge fees for costs incurred for any of the purposes referred to in s 60AB of the Act;***
- b. enable delegated legislation to prescribe a minimum scale of costs that native title parties can charge under s 60AB of the Act;***
- c. prohibit the imposition of a cap on costs below this scale;***
- d. impose an express obligation on a party liable to pay costs to a native title party under s 60AB of the Act to pay the fees owed to the native title party; and***
- e. specify that fees charged by a native title party under s 60AB can be charged to the government party doing the future act, subject to the government party being able to pass through the liability to a proponent (if any).***

AgForce does not support this proposal.

Question 27 – Should the Native Title Act 1993 (Cth) be amended to expressly address the awarding of costs in Federal Court of Australia proceedings relating to the future acts regime, and if so, how?

AgForce has no comment on this question.

Proposal 18 – The Australian Government should establish a specifically resourced First Nations advisory group to advise on implementing reforms to the Native Title Act 1993 (Cth).

AgForce is not opposed to this proposal at face value. However, we note that other proposals call for increased funding for PBCs and the NNTT and are concerned that if another body was to be established less funds may be directed to the PBS and the NNTT.

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Question 28 – Should the Native Title Act 1993 (Cth) be amended to provide for requirements and processes to manage the impacts of future acts on Aboriginal and Torres Strait Islander cultural heritage, and if so, how?

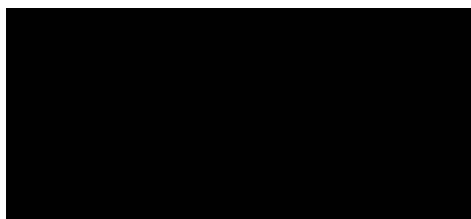
AgForce does not see that there is a need to amend the NTA to provide for requirements and processes to manage the impacts of future acts on Aboriginal and Torres Strait Islander cultural heritage as there is already existing State legislation³ that protects Aboriginal and Torres Strait Islander cultural heritage. Additionally, not all Aboriginal and Torres Strait Islander cultural heritage occurs on land that is not subject to native title.

AgForce thanks the Australian Law Reform Commission for the opportunity to provide feedback and looks forward to continued engagement to better practices for all stakeholders involved. We would welcome further opportunity to discuss preliminary outcomes in the lead up to the publication of your report.

If you have any questions or require further information please contact Anna Fiskbek, Policy Advisor, by email:

██████████ or mobile: ██████████

Yours sincerely



Shane McCarthy
General President

³ Aboriginal Cultural Heritage Act 2003 (Qld) and Torres Strait Islander Cultural Heritage Act 2003 (Qld).

