

Mining lease for ancillary mining activities conditions 2021

General conditions

Version 1.4 – Last updated October 2023

Definitions

Words used in these conditions have the same meaning as defined in the *Mining Act 1992* except where otherwise defined below:

Term	Definition
Act	means the <i>Mining Act 1992</i> .
Landholder	for the purposes of these conditions: <ul style="list-style-type: none">• does not include a secondary landholder• includes, in the case of exempted areas, the controlling body for the exempted area.
Minister	means the Minister administering the Act.

Standard conditions

See Mining Regulation 2016, Schedule 8A, Part 2.

NOTE TO HOLDERS: The prescribed standard conditions in the Mining Regulation 2016, Schedule 8A, Part 2 apply in addition to the conditions in this Schedule 2 (but have not been replicated in this mining lease). The conditions imposed by the Mining Regulation 2016 prevail to the extent of any inconsistency with the general and special conditions below.

General conditions

1. Notice to landholders

- (a) The lease holder must cause written notice of the grant or renewal of this mining lease to be provided to each landholder of land over which the mining lease was granted or renewed in accordance with paragraph (b).
- (b) If there are -
 - (i) less than 10 landholders of the land over which the lease was granted or renewed – the notice must be provided to each landholder,
 - (ii) 10 or more landholders of the land over which the lease was granted or renewed – the notice may be provided to each landholder or published in a newspaper circulating in the area where the mining lease is situated.
- (c) The notice must be provided -
 - (i) for notice of the grant of the mining lease – not later than 90 days after the date on which the mining lease was granted,

- (ii) for notice of the renewal of the mining lease – not later than 90 days after the date on which the renewal of the mining lease takes effect.
- (d) The notice must include the following –
- (i) a statement that the mining lease has been granted or renewed (as relevant),
 - (ii) confirmation as to whether the mining lease includes the surface of the land,
 - (iii) a plan which identifies –
 1. the area of the land subject to the mining lease, and
 2. geographical and other features (such as roads, rivers, railways, towns, suburbs, or localities) that are sufficient to identify the area of the State within which the mining lease is situated.

2. Security (delete if Group security)

The lease holder is required to provide and maintain a security deposit to secure funding for the fulfilment of obligations under the mining lease, including obligations under the mining lease that may arise in the future.

The amount of the security deposit to be provided and maintained is **\$(Click here and type amount)**.

Group security (delete if not applicable)

The lease holder is required to provide and maintain a security deposit to secure funding for the fulfilment of obligations under the mining leases covered by the group security deposit, including obligations under each mining lease that may arise in the future.

The amount to be provided and maintained as a group security deposit is **\$(Click here and type amount)**.

The leases covered by the group security include:

Mining lease XXXX (Act 1992) (Head lease) (delete examples)
Mining lease XXXX (Act 1906) (delete examples)
Mining lease XXXX (Act 1973) (delete examples)
Mining lease XXXX (Act 1992) (This lease) (delete examples)

3. Cooperation agreement

The lease holder must make every reasonable attempt and be able to demonstrate its attempts to the satisfaction of the Secretary, to enter into a cooperation agreement with the holder(s) of any overlapping authorisations issued under the *Mining Act 1992* and petroleum titles issued under the *Petroleum (Onshore) Act 1991*. The cooperation agreement should address but not be limited to:

- access arrangements
- operational interaction procedures
- dispute resolution
- information exchange
- well location
- timing of drilling
- potential resource extraction conflicts; and
- rehabilitation issues.

Special conditions

4. [Click here and type special condition \(delete and type NIL if no special condition applicable\)](#)

© State of New South Wales through Regional NSW 2022. The information contained in this publication is based on knowledge and understanding at the time of writing June 2022. However, because of advances in knowledge, users are reminded of the need to ensure that the information upon which they rely is up to date and to check the currency of the information with the appropriate officer of the Regional NSW or the user's independent adviser.