

Authority to Deal with Agent

	SECTION 1: OPERATOR	SECTION 2: AGENT
Name:		
	<p><i>*if you trade using a company structure, state your registered company name, and also formal registered business/trading name if applicable e.g. "ABC Pty Ltd, trading as XYZ & Associates"</i></p> <p><i>*if you trade as a sole trader, partnership or other structure, state the person(s) names as well as any formal registered business/trading name eg "John Smith trading as XYZ & Associates"</i></p>	
ACN/ABN:		
Street address:		
Postal address:		
Phone:		
Facsimile:		
Email:		
Contact person:		

SECTION 3: ACKNOWLEDGMENT AND AGREEMENT

Read this Authority document carefully before signing.

This Authority confirms that the Agent is the agent of the Operator, and authorises the Territory (c/- the Department of Primary Industry and Resources ("the Department")) to deal directly with the Agent for important matters under the *Mining Management Act* ("the Act").

Where a Principal/Agent relationship exists, the Agent (as "agent") is entitled to act on behalf of the Operator (the "principal") as if the Agent were legally the Operator.

This means that when the Department deals with the Agent, it has the same legal effect as if the Department dealt directly with the Operator. This is so, even if the Agent does not pass on information, requests or documents from the Department to the Operator, or from the Operator to the Department.

This Authority allows the Department to exchange and disclose information, requests and documents about the Operator with the Agent, and to deal directly with the Agent on certain matters. For operational activities, documents which are required to be signed in person, and originals submitted to the Department, include: the owner's appointment of an operator (MMA S10); the operator's application for an Authorisation (MMA S35); and the operator's application for a Certificate of Closure.

Once the Operator has signed this Authority, the Department will no longer provide certain information, requests or documents to the Operator. The Department will provide the information, requests or documents directly to the Agent, and the Operator must rely on the Agent to pass on the information, requests or documents.

The Operator and the Agent acknowledge and agree:

1. The Operator has appointed the Agent to act as the Operator's agent in a principal/agent relationship for certain dealings pursuant to the *Mining Management Act* ("the Act"), including the matters set out in this Authority.
2. The Operator and the Agent warrant that the Agent is legally entitled to act on behalf of the Operator, and will only act within the scope of the authority conferred on the Agent through the principal/agent relationship with the Operator.
3. The Agent has authority to act on behalf of the Operator in all matters set out in **Box 1**, and the Department is authorised to deal directly with the Agent for those matters.
4. The Department will deal directly with the Operator (and not the Agent), for all matters set out in **Box 2**, but may provide copies of correspondence related to such matters to the Agent.
5. The Department will make reasonable efforts to deal with an appointed Agent for matters set out in **Box 1**, but may, if required by circumstances, deal with the Operator instead of, or as well as, the Agent on such matters.
6. For all matters where the Department deals directly with the Agent:
 - 6.1 the Department will provide all information, request, documents, statutory notifications and other

communications of any kind ("Communications") directly to the Agent;

6.2 the Department will not provide any Communications to the Operator;

6.3 the Operator and the Agent are responsible for ensuring the Agent passes on all Communications:
(a) from the Department to the Operator; and
(b) from the Operator to the Department;

6.4 the Department is not required to follow up the Agent or the Operator to ensure that the Agent has passed on Communications to or from the Operator; and

6.5 the Department is not responsible in any circumstance if the Agent fails to pass on Communications to or from the Operator.

7. The Communications may include important communications, including those which may significantly affect the Operator's authorisations under the Act (including loss of authorisation), and/or which could potentially result in the Operator being prosecuted under the Act.

8. For so long as this Authority is in effect, the Department is entitled to treat the Agent as if they were the Operator for the purposes of collection or disclosure of information under the *Information Act*.

9. The Operator and the Agent jointly and severally release the Department and its officers, employees, agents and subcontractors from all responsibility or liability for loss or damage of any kind to the Operator or the Agent, including, without limitation, any loss or damage arising from:

9.1 the Department taking action, or failing to take action, to amend, restrict, revoke or affect in any way, any authorisation, licence, permit or other power or entitlement issued under the *Mining Management Act*;

9.2 any prosecution under, or arising in any way from, the *Mining Management Act* or anything done, or not done, pursuant to that Act; and

9.3 loss of profits;

arising in part or whole from the Department relying in any way on this Authority, including but not limited to:

9.4 failure of the Agent or the Operator to pass on communications, whether to or from the Department, either on time or at all;

9.5 failure of either or both of the Operator or Agent to notify the Department of a change in or cancellation of the principal/agency relationship, including contact details of either party;

9.6 any terms in any principal/agency agreement (whether express or implied) between the Agent and the Operator;

and this clause survives the termination or cancellation of this Authority.

10. The Operator and the Agent jointly and severally indemnify (and keep indemnified) the Department and its officers, employees, agents and subcontractors ("those indemnified") against any:

10.1 loss, damage or other liability incurred by those indemnified; and

10.2 loss or expense incurred by those indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis),

that is caused by or arises from:

10.3 the Department relying in any way on this Authority to deal with the Agent;

10.4 an act or omission by the Operator or the Agent, or any of their respective officers, employees, agents, volunteers, subcontractors, visitors or invitees in connection with this Authority; or

10.5 a failure by the Operator or the Agent to comply with any or all of their respective obligations or a breach of a warranty under this Authority;

and this clause survives the termination or cancellation of this Authority.

11. The Operator and the Agent must advise the Department immediately upon any change in contact details of either the Operator or Agent as set out in this Authority.

12. Either the Operator or the Agent can cancel this Authority at any time by giving written notice to the Department, and from that time the Department will deal directly with the Operator for all matters.

13. Until the Operator or the Agent cancel this authority, the Department may continue to deal directly with the Agent, and not the Operator, for the matters set out in this Authority.

<p>Box 1</p> <p>Matters where the Department will deal exclusively with the Agent:</p>	<p>Box 2</p> <p>Matters where the Department will deal directly with the Operator, but may also provide copies of correspondence to the Agent:</p>
<p>All matters relating to mining activities under the <i>Mining Management Act</i> not specifically mentioned in Box 2.</p>	<p>Directions to undertake actions on a mining site pursuant to Part 7 and Part 10 of the <i>Mining Management Act</i>.</p>

SECTION 4: EXECUTION BY OPERATOR

EXECUTED AS A DEED by

(name of Operator)

on (date):

.....

Signature of Director/Operator

.....

Print name of Director/Operator

SECTION 5: EXECUTION BY AGENT

EXECUTED AS A DEED by

(name of Agent)

on..... (date):

.....

Signature of Director/Agent

.....

Print name of Director/Agent