

South Australia

Whyalla Steel Works (Port of Whyalla) Amendment Act 2025

An Act to amend the *Whyalla Steel Works Act 1958*.

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The Parliament of South Australia enacts as follows:

Part 1—Preliminary

1—Short title

This Act may be cited as the *Whyalla Steel Works (Port of Whyalla) Amendment Act 2025*.

2—Commencement

This Act comes into operation on the day on which it is assented to by, or on behalf of, the Crown.

Part 2—Amendment of *Whyalla Steel Works Act 1958*

3—Insertion of sections 6A and 6B

After section 6 insert:

6A—Assignment in contravention of Indenture void and of no effect

- (1) An assignment or purported assignment by the Company of a right, power, benefit, privilege or lease contemplated by clause 18 of the Indenture under the *Broken Hill Proprietary Company's Indenture Act 1937*, or by clause 31 of the Indenture, will, by force of this section, be taken to be—

- (a) void and of no force or effect; and
- (b) always to have been void, and never to have had force or effect,

if the assignment or purported assignment was made without the consent of the State granted before the assignment or purported assignment.

- (2) To avoid doubt, subsection (1) applies in relation to any further assignment or purported assignment of the right, power, privilege or lease under clause 31 of the Indenture.
- (3) However, subsection (1) does not apply to an assignment of a right, power, benefit, privilege or lease, or a class of assignments, prescribed by the regulations.
- (4) This section applies to an assignment or purported assignment made before or after the commencement of this section.
- (5) Section 8(1)(b) does not apply to any dispute or difference between the State and the Company arising out of or in connection with the operation of this section.

6B—No compensation etc payable in respect of operation of certain provisions of Act

Despite a provision of this or any other Act or law, no compensation or other payment is payable to OneSteel Manufacturing Pty Ltd (ACN 004 651 325), Whyalla Ports Pty Ltd (ACN 153 225 364), or any other person or body, in respect of the operation of section 6A or Schedule 4.

4—Insertion of section 21

After section 20 insert:

21—Regulations

- (1) The Governor may make such regulations as are contemplated by, or necessary or expedient for the purposes of, this Act.

- (2) The regulations may—
- (a) be of general or limited application; and
 - (b) make different provision according to the matters or circumstances to which they are expressed to apply; and
 - (c) make provisions of a saving or transitional nature consequent on the amendment of this Act or on the making of regulations under this Act; and
 - (d) provide that a matter or thing in respect of which regulations may be made is to be determined according to the discretion of the Minister or a specified person.

5—Insertion of Schedule 4

After Schedule 3 insert:

Schedule 4—Lease relating to Port of Whyalla void etc

1—Interpretation

In this Schedule—

prescribed land means the whole of the land comprised in—

- (a) Certificate of Title Register Book Volume 6105 Folio 304;
and
- (b) Certificate of Title Register Book Volume 6141 Folio 526;
and
- (c) Certificate of Title Register Book Volume 5582 Folio 363;
and
- (d) Certificate of Title Register Book Volume 5463 Folio 457;
and
- (e) Certificate of Title Register Book Volume 5603 Folio 813,

and includes any other land that is the subject of the lease to which this Schedule applies.

2—Application of Schedule

- (1) This Schedule applies to the lease agreement executed or purportedly executed on 29 June 2018, being the lease purportedly granted by OneSteel Manufacturing Pty Ltd ACN 004 651 325 to Whyalla Ports Pty Ltd ACN 153 225 364 in respect of all or specified parts of the prescribed land for the period from 1 January 2012 to 31 December 2018 together with—
- (a) any option to extend the term of the lease (however described) ; and
 - (b) any tenancy that arises if the tenant holds over at the expiry of the lease.

- (2) This Schedule has effect—
 - (a) despite any provision of the Indenture, or the Indenture under the *Broken Hill Proprietary Company's Indenture Act 1937*, to the contrary; and
 - (b) notwithstanding the provisions of the *Real Property Act 1886* or any other Act or law.
- (3) Nothing in this Schedule limits section 6A of this Act.
- (4) Section 8(1)(b) of this Act does not apply to any dispute or difference between the State and the Company arising out of or in connection with the operation of this Schedule.

3—Lease or purported lease over prescribed land void and of no effect

- (1) On the commencement of this clause, the lease to which this Schedule applies will, by force of this clause, be taken to be—
 - (a) void and of no force or effect; and
 - (b) always to have been void, and never to have had force or effect.
- (2) Nothing in this clause has the effect of validating a lease that was granted in contravention of a requirement under the Act, the Indenture, or the Indenture under the *Broken Hill Proprietary Company's Indenture Act 1937*.

Note—

See, for example, clause 31 of the Indenture, and clause 18 of the Indenture under the *Broken Hill Proprietary Company's Indenture Act 1937*, which require the consent of the State before certain leases can be granted or assigned.

4—Interests in certain rail and other infrastructure void and of no effect

- (1) On the commencement of this clause, any interest or purported interest in a person or body other than the Company in—
 - (a) a tramway or railway made, formed, laid down, constructed by or on behalf of the Company, or an extension of a tramway or railway, on the prescribed land; or
 - (b) any jetties, wharves, works, buildings, approaches, road ways, conveniences, vermin fences, dog proof fences or rabbit proof fences erected or constructed by or on behalf of the Company on the prescribed land; or

- (c) any other tramway or railway made, formed, laid down, constructed by or on behalf of the Company, or an extension of a tramway or railway, pursuant to the contract dated February 2012 entitled “General conditions of contract for engineering procurement and construction – Whyalla Port Expansion Project – Rail Network Extensions” between OneSteel Manufacturing Pty Ltd (ACN 004 651 325) and CPB Contractors Pty Ltd (ACN 000 893 667) (formerly Leighton Contractors Pty Ltd),

will, by force of this clause, be taken to be—

- (d) void and of no force or effect; and
- (e) always to have been void, and never to have had force or effect.

Note—

See clauses 7 to 9 of the Indenture under the *Broken Hill Proprietary Company's Indenture Act 1937*.

- (2) However, subclause (1) does not apply to an interest, or interests of a class, prescribed by the regulations.
- (3) Subclause (1) has effect whether the interest was created by or on behalf of the Company, Whyalla Ports Pty Ltd (ACN 153 225 364) or any other person or body.
- (4) For the purposes of the laws of the State, a tramway or railway, or extension of a tramway or railway, referred to in subclause (1) will, by force of this clause—
 - (a) be taken not to be, and never to have been, personal property (however described); and
 - (b) be taken to have merged (at time it was made, formed, laid down or constructed) with the land to which it is affixed and always to have formed part of the land.
- (5) Subclause (4) has effect despite section 11 of the *Railways (Operations and Access) Act 1997*.
- (6) A statutory right created, arising out of, or provided for, by the operation of this clause is declared not to be personal property for the purposes of the *Personal Property Securities Act 2009* of the Commonwealth.

5—Registrar-General to alter etc instruments of title

The Registrar-General must, as soon as is reasonably practicable after the commencement of this clause, make such alterations to, or endorsements on, any instrument of title to prescribed land, or any plan or other document, in their possession or power as may be required as a result of the operation of this Schedule.

6—No effect on future dealings in prescribed land

Nothing in this Schedule affects a dealing with prescribed land (however described) that occurs on or after the commencement of this clause with the consent of the State.