



9 September 2020

**BY HAND DELIVERY**

Members of the Wangan & Jagalingou People, camping on Moray Downs

To whom it may concern

**Camp on Moray Downs**

As you know, Adani Mining Pty Ltd (**Adani**) is the lessee of the Moray Downs pastoral lease upon which you have established and are currently occupying a campsite.

Adani has always been prepared to facilitate access for the Wangan & Jagalingou People to areas within Moray Downs to undertake activities for traditional purposes, provided prior written consent has been obtained from Adani.

Although permission had not been sought in respect of the current camp, Adani is prepared to allow members of the Wangan & Jagalingou People to continue to use and occupy the campsite solely for traditional activities, on the following basis:

1. Access is only for members of the Clermont-Belyando Area native title group (QUD25/2019) (**Wangan & Jagalingou People**) and no other persons;
2. No activities are allowed which may impede or interfere with the exercise of the pastoral activities on Moray Downs from time to time;
3. The Wangan & Jagalingou People must ensure that the camp is operated in a safe and healthy manner, particularly in relation to sanitation and in compliance with the *Biosecurity Act 2014* (Qld) as it applies to the Wangan & Jagalingou People;
4. The Wangan & Jagalingou People must comply with any directions provided by Adani in relation to safety and the proposed use of the camp area for traditional activities;

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5. If the Wangan & Jagalingou People propose moving the camp to another area on Moray Downs, prior written consent must be obtained from Adani;
6. Access is only temporary and while the camp is operated only for traditional purposes;
7. The number of Wangan & Jagalingou People on the site must not exceed any Public Health Directions issued by the Chief Health Officer of Queensland in respect of COVID-19 matters;
8. Any activities on the site must be conducted lawfully;
9. Adani will not be liable for any loss or damage sustained while occupying Moray Downs.

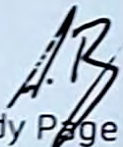
It would be appreciated if you could please nominate a contact person for the current group occupying the camp.

We note the same campsite was used between 24 August 2020 and 28 August 2020 as a base to facilitate unlawful activities, namely obstructing a public road. If the reason for being at the campsite deviates from undertaking an activity that is a "*traditional activity*" (as that term is defined the *Native Title Act 1993* (Cth)) and unlawful activity is undertaken, detected or threatened against the public or Adani, we reserve our rights.

Any persons who are not Wangan & Jagalingou People are not permitted on Adani's pastoral lease which includes, but is not limited to supporters, photographers, videographers, drone operators, media specialists or professional activists.

Please respond to this letter by email to [Mine.LandCoordinator@adani.com.au](mailto:Mine.LandCoordinator@adani.com.au) to confirm your agreement to these access conditions.

Yours sincerely



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