



ANNO TRICESIMO QUARTO
ELIZABETHAE SECUNDAE REGINAE
VICTORIA

Westernport (Oil Refinery) (Further Agreement) Act 1985

No. 10197

An Act to ratify, validate, approve and otherwise give effect to an Agreement between the Premier for and on behalf of the State of Victoria and BP Australia Limited relating to the refinery at Crib Point and for other purposes.

[Assented to 8 October 1985]

WHEREAS an Agreement between the Premier for and on behalf of the State of Victoria and BP Refinery (Westernport) Proprietary Limited with respect to the establishment and carrying on of a refinery at Crib Point was ratified and confirmed by the *Westernport (Oil Refinery) Act 1963*:

And whereas BP Australia Limited is the successor of BP Refinery (Westernport) Proprietary Limited:

And whereas the Premier of the State of Victoria and BP Australia Limited have entered into an Agreement relating to the cessation of the operation of the refinery:

And whereas the Agreement is expressed to be subject to ratification by the Parliament:

And whereas it is expedient in the public interest to ratify, validate, approve and otherwise give effect to the Agreement:

Be it therefore enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Legislative Council and the Legislative Assembly of Victoria in this present

Parliament assembled and by the authority of the same as follows
(that is to say):

Short title.

1. This Act may be cited as the *Westernport (Oil Refinery) (Further Agreement) Act 1985*.

Commencement.

2. This Act shall come into operation on the day on which it receives the Royal Assent.

Act to bind Crown.

3. This Act binds the Crown.

Ratification of Agreement.

4. The Agreement a copy of which is set out in the Schedule is ratified, validated, approved and given effect.

THE SCHEDULE

THIS AGREEMENT is made the 30th day of April 1985 between the Honourable John Cain in his capacity as the Premier for the time being of the State of Victoria for and on behalf of the said State of the one part and BP Australia Limited a company incorporated in the said State the registered office of which is situate at 1 Albert Road, Melbourne in the said State (hereinafter called "the Company") of the other part.

WHEREAS:

- A. On the 15th day of May 1963, BP Refinery (Westernport) Proprietary Limited, a company incorporated in the said State the registered office of which is situate at The Esplanade, Crib Point (hereinafter called "the Assignor") entered into an Agreement with the Honourable Sir Henry Edward Bolte as the Premier for the time being of the State of Victoria for and on behalf of the said State in order to effectuate the establishment and carrying on by the Assignor of an oil refinery at Crib Point (hereinafter called "the said Agreement").
- B. The said Agreement was ratified and confirmed by the Parliament of the State of Victoria by the *Westernport (Oil Refinery) Act 1963*.
- C. On the 24th day of June 1963 the Assignor and the Honourable Sir Henry Edward Bolte made a further Agreement pursuant to the provisions of Sub-clause (f) of Clause 6 of the said Agreement providing that the said Agreement and any ratifying Act would not be so interpreted as to require the State to authorize the Assignor to undertake any works comparable with the undertakings of the Gas and Fuel Corporation of the State of Victoria or to supply piped gas for fuel except as therein provided (hereinafter called "the first supplementary Agreement").
- D. On the 22nd day of December 1965 the Assignor and the Honourable Sir Henry Edward Bolte made a further Agreement pursuant to the provisions of Sub-clause (f) of Clause 6 of the said Agreement clarifying the intention of the parties with regard to the ownership of jetties and tugs and other small craft referred to in Paragraph (b) of Clause 3 of the said Agreement and providing for the conditions upon which the said tugs may be hired for towing purposes (hereinafter called "the second supplementary Agreement").
- E. Pursuant to the said Agreement, the Assignor established and operated an oil refinery at Crib Point.
- F. The Assignor entered into voluntary liquidation for the purpose of reconstruction on the 31st December 1969.
- G. On the 19th day of March 1970 the Assignor assigned its rights and obligations under the said Agreement, the first supplementary Agreement and the second supplementary Agreement to the Company.
- H. By Order of Mr Justice Crockett in the Supreme Court of the said State on the 25th September 1973, the liquidation of the Assignor was perpetually stayed.
- I. On the 10th day of May 1974, the Company assigned its rights and obligations under the said Agreement, the first supplementary Agreement and the second supplementary Agreement to the Assignor.
- J. On the 4th day of March 1982 the Assignor and the Honourable Lindsay Hamilton Thompson in his capacity as the Premier of the State of Victoria for the time being made a further Agreement pursuant to the provisions of Sub-clause (f) of Clause 6 of the said Agreement under which the Assignor conditionally released and discharged the State from its obligations under sub-paragraph (1) of Sub-clause (e) of Clause 6 of the said Agreement to provide harbour services and acquiesced in the State's disposing of tugs, mutual releases and discharges were given by the parties in respect of their obligations under sub-paragraphs (4), (5) and (6) of Sub-clause (e) of the said Clause 6, and the second supplementary Agreement was varied.
- K. By an Agreement made on the 25th day of September 1984 the Assignor assigned absolutely to the Company all its right title and interest in and the benefit and burden of the said Agreement, the first supplementary Agreement and the second supplementary Agreement.
- L. The Honourable John Cain has agreed to the Company ceasing to operate the said refinery, with the Premier's waiver of the Company's obligation to operate the refinery being effective on cessation of refining.
- M. The Company ceased refining operations at the refinery on the 1st day of April 1985.
- N. The parties have agreed to enter into this Agreement to ratify the closure and

demolition of the Company's oil refinery at Crib Point so that upon the ratification validation and approval of this Agreement by the Parliament of the said State this Agreement will become binding on the said State and the Company in the manner hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

1. In this Agreement—

“The Company” means BP Australia Limited and if the rights of BP Australia Limited are assigned then the Company means the Assignee from the Company.

“The State” means the State of Victoria.

2. This Agreement shall not be of any force or effect nor shall either party hereto have any claim against the other in respect of any matter arising out of or in connection herewith until it has been ratified validated approved or otherwise given effect by an Act of the Parliament of Victoria.

3. The State hereby forever waives the performance of the obligations of the Company under Sub-clause (a) of Clause 3 of the said Agreement as from the 1st day of April 1985 and the said obligations of the Company shall cease on that date.

4. The State hereby forever waives the performance of the continuing obligations of the Company under Sub-clauses (b), (c), (d), (e) and (f) of Clause 3 of the said Agreement as from the 31st day of December 1989 and the said continuing obligations of the Company shall cease on that date.

5. In addition to the Company's rights under Sub-clause (c) of Clause 6 of the said Agreement, the Company shall have the right to assign all or any of its rights under the said Agreement or any interest therein to any other party provided that the written consent of the State to that assignment is first had and obtained.

6. Save as aforesaid the said Agreement will remain in full force and effect.

7. The Company shall have the right to assign all or any of its rights under this Agreement, the first supplementary Agreement and the second supplementary Agreement or any interest in them or any of them to any other party provided that the written consent of the State to that assignment is first had and obtained.

8. The Premier of the State and the Company may from time to time enter into agreements or arrangements for better giving effect to the provisions of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first before written.

SIGNED SEALED and DELIVERED }
by the said JOHN CAIN in the }
presence of: }
D. J. DELANEY

JOHN CAIN

The Common Seal of BP }
AUSTRALIA LIMITED was }
hereunto affixed in the presence of: }

L. S.

Director: R. M. GOURLAY

Secretary: ROSEMARY A. FOXCROFT

NOTE

Minister's Second Reading Speech—

Legislative Assembly: 30 May 1985

Legislative Council: 25 September 1985