



Department of Planning,
Lands and Heritage



Key outcomes arising from written submissions received

March 2026

**SOLUTIONS FOCUSED FOR A
VIBRANT WESTERN AUSTRALIA**



Acknowledgement of Country

The Department of Planning, Lands and Heritage acknowledges Aboriginal people as the traditional custodians of Western Australia. We pay our respects to the Ancestors and Elders, both past and present, and the ongoing connection between people, land, waters and community. We acknowledge those who continue to share knowledge, their traditions and culture to support our journey for reconciliation. In particular, we recognise land and cultural heritage as places that hold great significance for Aboriginal people.

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Over a 12-month period the Department of Planning Lands and Heritage (the Department) consulted on the proposed new standard pastoral lease conditions. The Department received 56 written submissions from individual pastoralists, industry bodies such as the Pastoralists and Graziers Association, Kimberley Pilbara Cattlemen's Association, Southern Rangelands Pastoral Alliance, Goldfields Nullarbor Rangelands Biosecurity Association, the Gascoyne Catchments Group Inc. and the Insurance Council of Australia (ICA).

The majority (87.5 per cent) of the submissions were related to the proposed insurance and indemnity clauses. In response, the Department sought the advice of the State's insurer, the Insurance Commission of Western Australia (ICWA).

The Department reviewed all submissions with a view to providing any necessary amendments to the New Pastoral Lease Terms.

The following is a synopsis of the consideration of the main issues:

Cap on Insurance Amount

Many submissions raised concerns regarding the open-ended nature of the insurance requirement and that the amount of insurance required to be obtained under clause 9.2(a) was uncertain, as it was required to be an amount consistent with levels commonly insured for the risks being covered and was not specified as a set amount.

Outcome - The Department proposes to specify an amount consistent with commercial practice (currently \$20 million), which will be in the schedule to the pastoral lease.

To align with contemporary insurance practices, it has also been suggested that insurance coverage be limited to cover a total aggregate up to but not exceeding a certain amount.

Outcome - The words "and unlimited in the aggregate" have been removed from clause 9.2(a). This effectively limits the required cover to a total aggregate up to but not exceeding the limit of indemnity during any one period of insurance, as opposed to unlimited in the aggregate.

Scope of indemnity and insurance coverage – third party access

In clause 9.1 the pastoral lessee releases and indemnifies the State in relation to actions, claims etc. arising out of or relating to actions done by the pastoral lessee or its agents only. Pastoral lessees are **not** required to indemnify the State in relation to actions, claims, etc. arising out of or related to actions of third parties such as mining companies or native title parties.

The majority of the submissions raised the issue of the breadth of the required insurance coverage and concerns about insuring for third parties entering onto the land. As public liability insurance, which forms part of most farm insurance policies, responds to third party bodily injury or property damage where there is negligence, no amendments are proposed in response to this issue.

Requests to exclude natural disasters and uncontrollable events from indemnity and insurance obligations were not adopted given the absence of clear information concerning the risks involved.

Outcome - The phrase “all claims and losses, consistent with usual prudent commercial practice” in clause 9.1(a) is retained, upon advice from ICWA that this wording is standard and consistent with commercial practice.

Availability of insurance coverage for contamination, pollution and environmental harm

The requirement to obtain insurance for Environmental Harm has been removed as it is understood the public liability insurance component in the typical farm insurance policy does not include coverage for Environmental Harm.

Most of the submissions commented that it was difficult to obtain insurance for contamination and pollution and noted that the insurance available was cost prohibitive. It is understood that the usual farm insurance policy includes a public liability component for sudden and accidental pollution and covers third party injury or property damage.

Outcome - Other than the change to remove the need to insure for Environmental Harm, no further changes are proposed.

Scope of insurance and indemnity – natural disasters

Some submissions saw a need to remove the need to insure and indemnify for events outside the control of the lessee, such as natural disasters. This was determined to be a complex question with insufficient information available on the risks identified

Outcome - No amendments proposed on this basis.

Legal Registration and Lessor’s Costs

Many submissions called for a reduction in the costs required to be paid by lessees under clause 4.2. The costs have been expanded to now meet costs relating to assignment, subletting, lease surrenders, lease extensions and requests for Ministerial consent along with paying duty, fines or penalties that would otherwise be payable by the State. In line with current practices, pastoral lessees are expected to reimburse the State for its actual costs incurred where the pastoral lessee asks for consent for something under the lease (e.g. permission to sublease) or default occurs.

Outcome - No changes are proposed to clause 4.2.

Native Title Compensation

Fifty per cent of the submissions raised the issue of liability for native title compensation arising from the renewal of a pastoral lease as an issue. As this is not a matter related to the content of the pastoral lease terms, no changes are proposed to the lease terms on this basis. At present, the State Government is giving continued consideration to this issue.

Outcome: Outside the scope of the consultation related to the content of the pastoral lease terms.