Thynne Macartney

Agribusiness Update

July 2021

Butch Walker Photography

Public liability insurance:

Top 5 questions landholders affected by gas or mining projects should ask

Ari McCamley
Partner

Since I last wrote, the GasFields Commission Queensland has claimed to have solved the threats to the availability of public liability insurance for farmers.

Following moves last year by Insurance Australia Group (**IAG**) and its subsidiaries WFI and CGU to withdraw from insuring properties affected by coal seam gas activities or infrastructure, representatives of AgForce Queensland, the Insurance Council of Australia, the Australian Petroleum Production & Exploration Association (**APPEA**) and other organisations formed a working group that led to the GasFields Commission publishing an indemnity clause for inclusion in land access agreements between landholders and mining and gas companies, such as a Conduct and Compensation Agreements (**CCAs**).

As a result, IAG has indicated it will continue to offer policies to farmers who coexist with gas developments.

Regrettably however, the published indemnity clause has significant shortcomings. Landholders should heed the GasFields Commission's warning that it "is not a one size fits all solution" and AgForce's warning that "the recent agreement still hadn't addressed all their concerns".

Landholders should ask the following five questions before relying on the published clause.

1 Does it apply to me?

The GasFields Commission says the indemnity clause can be used "if required by the insurer and agreed by the landholder and proponent".

The clause is not automatically added to existing agreements and is not a compulsory inclusion in new agreements.

Therefore, unless a landholder can convince a gas or mining company to revisit an existing agreement, the risk remains that an insurer could refuse to offer public liability cover for landholders who coexist with gas (or mining) projects.

Further, despite the involvement of gas industry body, APPEA, in the development of the clause, there is nothing obliging gas (or mining) companies to offer to include it in new agreements. It is left for landholders to negotiate.

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2 What doesn't it cover?

The focus of the new indemnity clause is the risk of third parties suing landholders over incidents (connected with the resource authority holder's activities) that occur during the currency of the agreement in which the clause is included. The clause is not expressed to continue to apply once the agreement expires.

For example, if an accident occurs during a six-month exploration agreement, but by the time a legal claim materialises it is 12 months later, is the landholder exposed? Arguably, yes.

The clause leaves claims arising after expiry of the agreement and latent damage (such as subsidence or harm to underground water supplies) to be addressed separately.

In addition, the indemnity expressly excludes problems to the extent they are caused by the landholder (or the landholder's family, employees, agents, contractors, subcontractors, licensees or other invitees) wilfully or "recklessly, foreseeing that there was a real and not remote chance of the relevant consequence ensuing".

Perhaps most inexplicably, a mining or gas company's liability under indemnity is expressed to be limited to a monetary amount, which the template suggests should be negotiated and completed in each case.

This is a trap for landholders. There is no logical reason for a cap on a resource authority holder's responsibly for problems connected with its activities: the bigger the problem, the bigger the problem for which the resource company should accept responsibility.

In every case (except perhaps where the monetary compensation is "too good to refuse" and the landholder is therefore prepared to voluntarily accept the risk of large claims), the word "unlimited" should be inserted in clause 1.6(b) of the indemnity.

3 What am I being asked to give up in exchange?

The Queensland Government's template CCA and others like it provide for landholders to accept the "agreement" in "full and final satisfaction of" (that is, in exchange for giving up) all rights to compensation under the resources legislation.

Some agreements go even further and propose that landholders also give up other general legal rights.

Given the limited scope of the newly published indemnity clause, landholders are at risk of inadvertently letting the tenement holder "off the hook" for responsibilities they would ordinarily have under the resources legislation and general legal principles if they accept the newly published indemnity clause in the place of much broader legal rights.

Landholders should therefore consider the indemnity clause as only "part of the puzzle" of a good CCA.

4 Will my insurer cover any residual liability?

Each time a policy is taken out or renewed, landholders who host gas or mining activities or infrastructure should specifically disclose the arrangement to their insurer and seek an assurance that the landholder is covered for associated claims (to the extent they are not covered by the indemnity clause).

In almost every case, public liability insurance policies will have exclusions for:

- wilful and reckless acts or omissions, leaving the risks of certain behaviour on the part of the landholder's contractors, employees etc resting with the landholder in almost all scenarios (given those risks are also excluded from the scope of the indemnity clause); and
- liability arising because of a right given up under an agreement, leaving the landholder without protection where they have accepted a poor CCA in "full and final satisfaction" of their legal rights as discussed above.

5 How then do I protect my interests?

Mining and gas companies generally send well trained negotiators to present agreements to landholders. When told an agreement or clause is "standard", landholders should question what "standard" means.

Rarely will it represent the best outcome for the landholder, despite any cash incentives offered by a mining or gas company to sign quickly.

The better approach is for landholders to pause and ask experts for necessary advice, knowing the mining or gas company is obliged by law to cover reasonable costs.

Thynne + Macartney specialises in looking after landholders, not mining and gas companies.

Peter Kenny to retire

After practising law for almost 40 years, Peter Kenny has decided to retire as a Partner of the firm on 30 September this year.

Peter started his career in the late 1970's at the well-known Brisbane firm of Cannan and Peterson which had built up a large rural client base over many decades. Peter's interest in the agricultural sector stemmed largely from his family's ownership of a grazing property at Winton and his father's involvement in the management of a prominent Australian pastoral house. Peter recalled that it used to be a standing joke at Cannan and Peterson that if you knew what a turkey's nest was, you were placed in the firm's rural group.

Peter was made a Partner of Cannan and Peterson at the age of 31 years and practised there until March 2002 when he and the late Bill Loughnan moved to Thynne + Macartney to start up its Agribusiness division. Over the years, Peter and Bill, and more recently Ari McCamley and Alex Ramsey, have grown the firm's market share of this sector significantly.

Today it ranks as Queensland's largest Agribusiness practice and possibly the biggest in Australia.

When asked "why retire now", Peter responds by saying it's the perfect time to bow out. He makes the point that the rural property market has hit record highs, commodity prices are booming, interest rates are at historical lows and much of Australia is experiencing favourable seasonal conditions after years of prolonged drought. Peter commented that he hadn't seen so many positive factors impacting on Australian agriculture at the one time at any stage during his career.

"*Peter's clients take great comfort from a call with him. He quickly discerns the good from the bad, the reasonable from the unreasonable and shares his conclusions with clarity. When the time comes for him to switch off the lights here for the last time, we will miss him*," said Ari McCamley.

Alex Ramsey adds, "*Peter has been a trusted adviser and confidant to many rural families for decades, often over generations. He leaves us with a challenge to continue to work for and service those clients with the same degree of conscientiousness and good humour for which he is renowned*".

Pointing to the transitioning of his practice at Thynne + Macartney, Peter expressed the view that his clients are very fortunate to have lawyers of the calibre of those presently in the Group. Led by Ari and Alex, who have worked with Peter and Bill for more than 16 years, the team of nine will continue to service the firm's clients in rural and regional Queensland, the Northern Territory and the border rivers districts of northern New South Wales as he has done for the last 40 years.

Peter particularly wants to thank his clients and referral sources for their unwavering support over the years and wishes Ari and Alex the best for the future as principals of Thynne + Macartney's Agribusiness Group. Peter will continue on with the firm until the end of 2021.

Ari McCamley, Alex Ramsey & Peter Kenny

Peter & Louise Kenny at the 2018 Cloncurry Cup

Honest Texans: New law proposal bans “meat” labels for artificial food

Alex Ramsey
Partner

The largest beef producing state in the USA, Texas, has moved to ban the use of misleading terminology on labels and in the marketing of plant-based or lab-grown proteins.

The proposed *Meat and Imitation Food Act* (TX) codifies meat as being “*derived solely from carcases of cows, chickens or other livestock and no lab-grown, cell cultured, insect or plant-based food product*” and is designed to stop consumers being misled by the words “meat”, “beef”, “chicken” or “pork” on these products.

Plant-based or lab-grown “meat” is developed mostly from soy and legume proteins and is a fast growth category within Australian supermarkets and food service outlets.

Australian think tank Food Frontier and Deloitte report that plant-based meat sales increased 48% in June 2020 and manufacturing revenues were up from $35 million to nearly $70 million over the same period driven mostly by the rise of casual veganism or “flexitarian-ism”.

British investment bank Barclays models that plant-based meat substitutes are forecast to hold 10% of the US$1.4 trillion global meat market by 2029 which poses a challenge to both traditional and alternative meat industries as to how their brands can be marketed to consumers.

Currently, Australian laws do not expressly prohibit the use of the word “meat” to describe non-animal derived proteins although there are requirements under the Food Standards Code and Australian Consumer Law for products to be labelled truthfully and representative of their contents.

“*There is a place for both plant-based and genuine meat and dairy products in Australia’s agriculture system, but we need to set the divide so that one is not unfairly trading on the reputation of the other”,* Minister for Agriculture, David Littleproud MP, told representatives of plant-based meat, dairy, egg, manufacturing, and retail sectors late last year. *“More accurate and truthful labelling of plant-based products will prevent consumers from being misled and protect against the misuse of the meat and dairy sectors’ reputations*.”

Clear and honest food labelling laws are important for the consumer’s perception of Australian primary produce and Thynne + Macartney will continue to advocate for fairness in these laws.

Paying staff: Are you meeting your obligations?

Emily Harvey
Partner

Recently we have seen an increased focus on compliance with employment laws, both in terms of employers self-reporting breaches and regulatory authorities investigating and prosecuting underpayment claims.

In the past year, Queensland has amended the Criminal Code to introduce wage theft laws, and the Fair Work Commission has added significant requirements for the payment of annualised salaries to many employees covered by modern awards.

New wage theft laws have commenced

The Queensland Criminal Code now recognises 'wage theft' as stealing. Complaints about underpayment of hours, unpaid super, unreasonable deductions, unpaid penalty rates, misclassification of workers under a modern award or sham contracting can be made directly to the Queensland Police Service, which can investigate.

Employers who wilfully or deliberately underpay their employees may face a criminal penalty of up to 10 years' imprisonment. Liability may extend beyond an individual employer or company to directors or senior officers if they have been involved as an accessory (assisting or encouraging the commission of the offence).

While these laws are directed at deliberate conduct, rather than honest mistakes, we recommend that employers take steps to ensure that employees are classified properly under any applicable modern award and that they are meeting their obligations in respect of employee entitlements. We can help if you need advice on your obligations.

Plenty of red tape for annualised salary arrangements

Last year, the Fair Work Commission added new rules about annualised wage arrangements in the Horticulture and Pastoral Awards. By agreement, an employer can pay an annual wage in satisfaction of certain award entitlements.

Importantly:

- the annual wage must be no less than the employee would receive if paid strictly in accordance with the relevant award;
- the arrangement must be recorded in writing, setting out the award provisions which are satisfied and the outer limit of ordinary hours to be worked; and
- if an employee works in excess of that outer limit, the award's penalty/overtime rates apply.

There are also onerous requirements in relation to record-keeping and conducting reconciliations. In particular:

- the employer must conduct a reconciliation every 12 months against the amounts payable under the award and make a payment to the employee in respect of any shortfall; and
- the employer must keep a record (verified by the employee) of the employee's starting and finishing times and breaks.

Other modern awards have been updated to include similar requirements. Unfortunately, for many employers, these requirements detract from the benefit of an annualised wage arrangement, which has historically offered administrative convenience.

That said, the Fair Work Commission has confirmed that annualised salary clauses are not intended to prevent an employer from paying an employee a salary under a common law contract, with the salary set at a level that satisfies the employee's award entitlements. This requires a carefully drafted set-off clause and assumes a reasonable buffer to allow for variations between pay periods (given that award entitlements must still be satisfied each pay period).

If you have or would like to implement annual wage arrangements, we recommend you take advice on your particular circumstances to ensure the arrangements are compliant.

Big penalties for underpayments

An employee can make a complaint to the Fair Work Ombudsman, which can investigate alleged underpayments. Fair Work Inspectors have powers to enter premises and require production of documents during an investigation. Ultimately, the Ombudsman may commence proceedings against an employer and any individuals who are involved in an alleged contravention.

Employees can also make a claim for unpaid wages through the Queensland Industrial Magistrates Court, which is designed to be a quick and inexpensive process to recover unpaid entitlements within the previous six years.

In a recent case, the Federal Court imposed large financial penalties on a small retailer who underpaid eight employees about $21,000 over a nine-week period (representing 37-90% of wages owed). The employees were young, foreign nationals subject to visa conditions. The court found that the employer knew the employees were covered by the award yet paid them flat rates well below their minimum entitlements. The employer also failed to keep records and to provide payslips.

The Court found that the conduct was deliberate and systematic and imposed a penalty of $215,000 on the employer, and a further $41,000 on the sole director, who was responsible for the company's overall direction, control, and management. These large penalties in context of much lower underpayment reflect the Court's focus on deterrence.

We can help if you would like advice about your obligations or need assistance in relation to any action taken by the Fair Work Ombudsman.

Thynne + Macartney welcomes new Employment Partner

We would like to take this opportunity to introduce you to Thynne + Macartney's newest partner, Emily Harvey, who will be leading the Employment team.

About Emily

Emily is a workplace relations specialist and has more than ten years' experience. Her practice covers the full range of employment, industrial relations and safety issues. Working closely with employers to achieve their objectives while managing risks, Emily helps employers to navigate issues at all stages of the employment life-cycle, from recruitment, to conduct and performance, and termination.

She advises on day to day matters as well as business decisions and strategy. She has experience advising employers in relation to employment entitlements and compliance with employment laws, as well as acting in relation to underpayment claims and managing investigations and prosecutions.

Emily also assists employers by developing strategies for enterprise bargaining and managing industrial disputes, including right of entry, union coverage and good faith bargaining disputes.

Her extensive litigation experience includes frequently acting for employers in the Fair Work Commission and Federal and State Courts on:

- unfair dismissals,
- general protections,
- discrimination, and
- harassment claims.

Whatever your employment requirements, we're with you.

Get in touch

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Tales from the crypt: Estate planning for cryptocurrency

Nick Knowlman
Lawyer

In the early years of cryptocurrency emergence, whether or not cryptocurrency was "property", capable of being bought, sold, and bequeathed in a Will, was uncertain.

The mist now appears to have cleared, helped by a decision last year of the High Court in New Zealand.[1] There now seems to be no dispute that cryptocurrency is "property" in the legal sense.

Cryptocurrency is intangible – it does not physically exist anywhere. Generally speaking, ownership is proved by the possession of one or more "keys" – if you have the keys, you "own" the cryptocurrency, and can sell it for conventional money. There is no central register of ownership as there is for land, vehicles or shares. Clearly, if the keys fall into the wrong hands, theft is possible.

But a related risk arises when cryptocurrency forms part of an estate – if the executor or personal representative is not placed in possession of the keys, the risk is real that no one will ever be able to access or benefit from the asset. If the keys are lost, the asset is lost.

Online searches will highlight some spectacular losses in the order of hundreds of millions of dollars resulting from unavailable keys, including Bitcoin's enigmatic, vanished creator Satoshi Nakamoto who is reported to have lost Bitcoins worth billions.

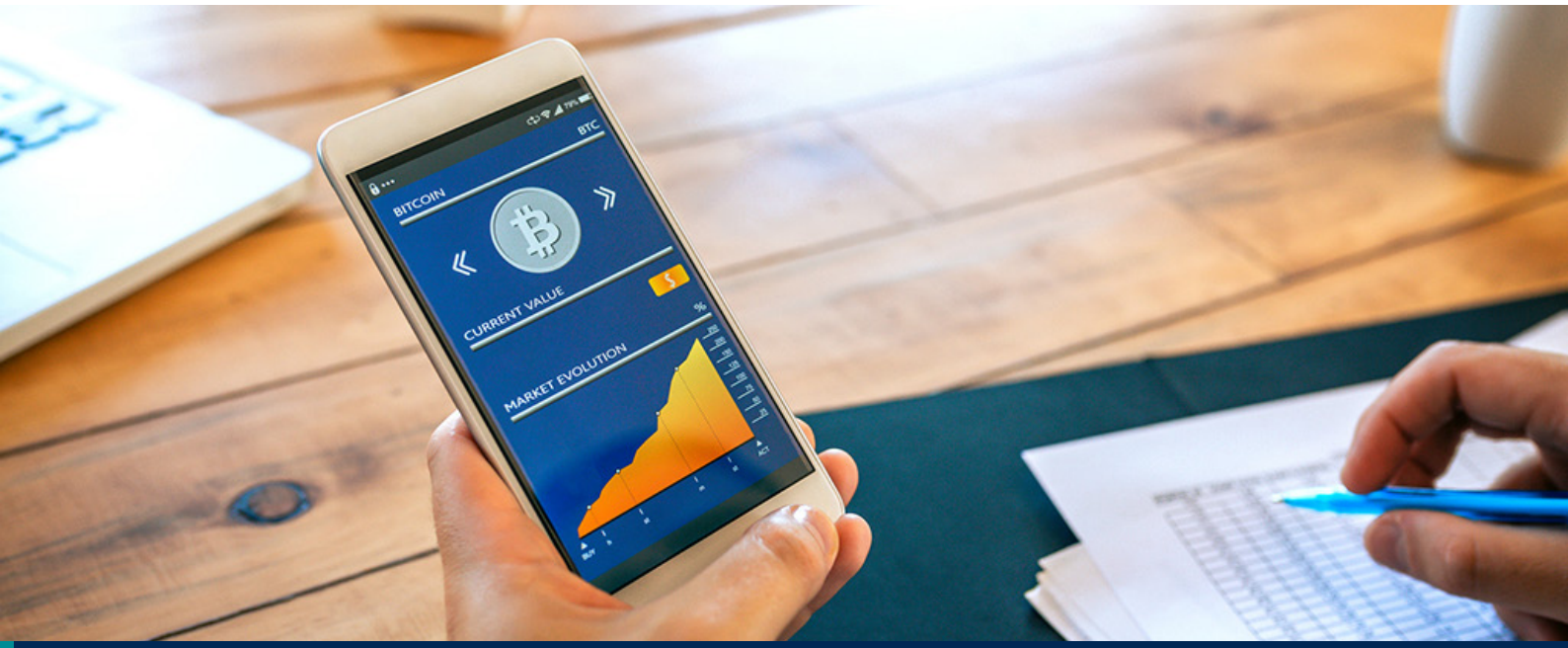
There are a wide range of methods available for storing keys, which are designed to reduce the risk of asset loss while still maintaining security. These include:

- hot wallet - keys stored online with a third party (e.g. Coinbase);
- cold wallet - such as the keys written on a piece of paper and stored on a physical file;
- bank – as above, but the paper is stored in a safety deposit box known to the executor; and
- measures provided by the cryptocurrency itself – for example, bitcoin offers such options as a "dead man's switch" where keys are sent to a nominated person if proof of life is not provided at agreed intervals.

That being said, it is inadvisable to put the actual keys in the Will. If probate is obtained, the Will becomes a public document which can be viewed by anyone on payment of a fee. This could allow the keys to fall into the wrong hands.

Thynne + Macartney is experienced in dealing with issues specific to cryptocurrency that should be considered carefully as part of your succession planning.

[1] *Ruscoe v Cryptopia Limited (in liquidation)* [2020] NZHC 728.



Butch Walker Photography

Court between a mineral and a hard place

Harriet Adcock
Lawyer

A recent judgment of the Land Court of Queensland is a sad reminder to landholders that the weight of the legislation is against them in litigation with mining and gas companies.

The *Mineral and Energy Resources (Common Provisions) Act 2014* (***MERCPA***), requires mining and gas companies to attempt to negotiate compensation with landholders before commencing exploration activities. However, if negotiations fail then the tenement holding can refer the compensation determination to the Land Court and exploration works can commence in the meantime.

In *Horizon Minerals Ltd (Miner) & Anor v Stacey* [2021], the miner and the landholder failed to reach agreement on the compensation payable for the miner's exploration activities on part of "Lilyvale", a breeding, backgrounding and fattening property in the Richmond district.

The miner held an exploration permit over a part of "Lilyvale" that was divided into six paddocks for rotational grazing. The exploration activities on "Lilyvale" involved drilling 333 holes on part of the land that were 10-15cms in diameter and 20-30ms in depth.

The miner proposed compensation of $56,825.50, which included an allowance for loss of productivity, labour for moving cattle and the landholder's time.

The landholders sought compensation of just over $723,000. Of this amount, $654,000 was for lost productivity alone, with the landholder taking the view that the property needed to be completely destocked for 24 months in order to satisfactorily rehabilitate the feed paddocks.

The Court heard submissions from both parties and their agronomists, who disagreed on the level of destocking required to suitably rehabilitate the land. The Court determined that the landholder and its expert relied on assumptions about stock numbers which could not be proven.

Ultimately, the Court agreed with the miner and determined that the area actually affected by the drilling equated to only 0.4% of the land, and it was therefore only necessary to destock 2.4 head a year (worth around $1,478 per annum in lost income). The Court awarded the landholder total compensation of $56,825.50, including $18,177.50 for expert and legal fees.

The decision is a reminder that Queensland's land access laws leave landholders with inferior bargaining power in negotiations with mining and gas companies.

Thynne + Macartney continues to advocate for landholder's interests.

UK and Australia Free Trade Agreement: Deal or no deal?

Harriet Adcock
Lawyer

Since June 2020, there has been a strengthening call to finalise a Free Trade Agreement (**FTA**) between the United Kingdom (**UK**) and Australia. One year later, Prime Ministers Scott Morrison and Boris Johnson have agreed “in principle” on the terms of a deal.

This marks the UK’s first independent trade deal post-Brexit and many are suggesting this is a step towards righting “historical wrongs” against Australia.

Australia and the UK had a strong bilateral trade relationship in the 19th and early 20th century, however from the 1970s onwards, the UK started to shift its attention towards European markets.

Australia was not a desirable market for European importers initially, predominantly due to distance and socialist European agricultural policies which made it unfeasible for Australian producers to enter the market. This shift ultimately turned Australia towards the US and Asian markets.

Throughout these negotiations Australia’s Department of Foreign Affairs and Trade has been clear that Australia’s focus is to improve market access for Australian agricultural products by eliminating taxes, tariffs and quotas imposed on traded goods.

Though the finer details won’t be known for some time, it appears tariffs and quotas for most farm exports into the UK will be eased over the next 15 years.

Luckily for Australia, this represents one of the UK’s first forays into an independent trade deal post-Brexit, and it is unlikely the UK government will walk away from an opportunity to reinforce that the decision to move away from the European Union was correct.

New trading platform for Australian carbon

Alex Ramsey
Partner

Australia's carbon trading market is set to be reshaped by a new platform owned by the Clean Energy Regulator (**CER**).

Since the fledgling start of the carbon trading system in 2011, Australian Carbon Credit Units (**ACCUs**) have been shrouded in secrecy as they have traded between market players without a centralised price index and transferred by manual processes overseen by the Regulator.

The Regulator is now calling for tenders for the operation of a new "carbon supermarket" which will see the electronic exchange of ACCUs for payment within an online trading system.

Since the beginning of 2021, the value of ACCUs has leapt more than 11% after the Federal Government indicated that Australia's net emissions should reach net zero by 2050.

The introduction of the new trading system will allow all market participants to trade ACCUs without the need for registration or endorsement by a registry and could operate in a similar way to the Australian Stock Exchange.

Estimates from the CER include transactional cost savings of over $100 million before 2030 and an increase in the generation of ACCUs as more projects come online before 2025.

Landholders who have entered carbon farming arrangements with brokers or agents may be unlikely to see these cost savings passed on to them, however, they could see an increase in profit share from the sale of their ACCUs, depending on the terms of their carbon farming agreement.

Thynne + Macartney has led representation for landholders through the early growth phases of the carbon industry in Queensland and will continue to work for them as the market further develops.

Shattered: Sorghum growers' claim rejected by Supreme Court

Nick Knowlman
Lawyer

In April this year, the Supreme Court in *Mallonland Pty Ltd & Anor v Advanta Seeds Pty Ltd* [2021] QSC 74 rejected a claim by a group of sorghum growers for damages said to have been suffered from seed which included the shattercane weed.

Shattercane is genetically related to sorghum but produces a seed pod that cannot be harvested. On maturity, the seed pod "shatters", spreading thousands of seeds of the invasive plant which can significantly affect field yields for many years.

Damages claimed by the growers were in the order of $104 million.

The Court found that the seed bags contained a disclaimer of responsibility which excluded any duty of care that the seed manufacturer may have owed the growers to prevent economic loss from weed infection. The disclaimer read as follows:

> *CONDITIONS OF SALE AND USE*
>
> *Upon purchasing this product and opening the bag, the purchaser ("you") agrees to be bound by the conditions set out below…*
>
> - *You acknowledge that… it remains your responsibility to satisfy yourself that the product in the bag is fit for its intended use…*
> - *Pacific Seeds Pty Ltd will not be liable to you… for any injury, loss or damage caused or contributed to by Pacific Seeds Pty Ltd (or its servants or agents), directly or indirectly arising out of or related to the use of the product in this bag, whether as a result of their negligence or otherwise…*

This meant the negligence claim failed.

The growers also claimed damages for "misleading or deceptive conduct" by the seed manufacturer for remaining silent while aware of the shattercane infestation. However, the Judge found that the seed manufacturer did not know of the infestation at the relevant time.

Thynne + Macartney can assist growers to review their supply agreements and adopt strategies to minimise similar risks.

Director to serve jail time for death of worker

Emily Harvey
Partner

In May 2021, the sole director of a shed building business was sentenced to 26 months' imprisonment (to serve eight months) following the death of a worker and serious injury of another. The company was fined $550,000 for gross negligence.

The workers were installing roof sheets on a large machinery shed on a farm when a strong wind lifted a sheet and caused them both to fall. Jake Williams fell nine metres and suffered fatal injuries. The other worker fell seven metres and suffered multiple fractures.

WorkSafe WA's investigation revealed that:

- the workers were not wearing harnesses and there were no safety measures in place;
- neither worker held the necessary high risk licences; and
- the deceased employee did not hold the necessary certificate for construction work he was performing.

The director and company plead guilty to seven separate charges under the relevant workplace health and safety legislation, including gross negligence. The director effectively conceded that the company's gross negligence was attributable to his neglect.

WorkSafe WA Commissioner Darren Kavanagh noted that the director 'completely failed in every sense to provide a safe workplace for his employees'.

The incident happened in Western Australia, which is in the process of harmonising its workplace health and safety laws to bring them up to date with most other states and territories.

Queensland already has in place industrial manslaughter laws (for negligence causing a workplace death), which carries a maximum penalty of 20 years in jail. Last year, a Brisbane business was fined $3 million for industrial manslaughter and its two directors were sentenced to 10 months' imprisonment after a worker was killed after being struck by a reversing forklift. Again, there were no safety systems in place and the required licences were not held.

These decisions highlight the attitude of the regulators towards serious safety breaches.

Please let us know if you would you like help to understand your safety obligations, whether as a business or individual director, or identify risks and implement appropriate safety control measures.

Thynne Macartney

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Thynne Macartney

Meet the Agribusiness team

Thynne + Macartney has one of Australia's leading practices in agribusiness. Multiple generations of farmers and graziers have drawn on our experience to help them reach robust business agreements promptly – from sales and purchases of rural properties to plans for the future.

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We're with you

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Upcoming regional visits for 2021

We are looking forward to seeing you in your regional centre.

	LOCATION
13 AUGUST	Moree
27-28 OCTOBER	Emerald / Clermont *Hoch & Wilkinson Beef Expo*
29 OCTOBER	Longreach / Winton
30 OCTOBER	Cloncurry *Derby Day Races*
18-19 NOVEMBER	Roma *Young Beef Producers' Forum*

Appointments can be made by phoning (07) 3231 8747