

## **Alliance to Save Hinchinbrook Inc**

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**The Hon Craig Wallace**  
**Minister for Natural Resources and Water**

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12 May 2007

Dear Minister

***Re Hinchinbrook Island Resort special lease and  
proposed transfer to Keith Williams:  
EPA forced to use court order to stop non-compliance on “Port  
Hinchinbrook”***

**We ask the Minister to consider how his department could guarantee that the proposed new lessee would *not* carry out unlawful works and practices on world heritage listed Hinchinbrook Island.**

**If the answer is “not possible” we ask the Minister to make a responsible decision to protect Hinchinbrook Island’s world heritage future.**

**We ask you not to risk one of the most beautiful and precious world heritage sites Australia has.**

**We are aware of the pressures that developers can bring to bear on departments and ministers, having in our files ample evidence (obtained under Freedom of Information legislation) of Keith Williams’ approaches to Queensland Government bureaucrats.**

**We ask you to resist such pressures and, in the name of responsible best practice, to refuse the transfer of the Hinchinbrook Island Resort lease to this developer.**

**Yours sincerely**

**Margaret Thorsborne**  
**President ASH**

**Margaret Moorhouse**  
**Vice-President ASH**

## **Recent examples of developer non-compliance**

### **Two examples:**

- A letter dated 16 Jan 2007 from the Environment Minister's office has informed us that the EPA had obtained a court order to stop the developer from dumping dredge spoil other than in one specific spoil pond as determined by the EPA.
- During the construction of the new breakwater walls at Oyster Point at least one 'stop work' order was issued last year by the Queensland Parks and Wildlife Service.

The necessity for orders as a mechanism of control over the activities of this developer (a Keith Williams company) provides little confidence that site works on Hinchinbrook Island and operational activities would be carried out, in the first instance, in accordance with management plans or lease conditions.

The prospect of unlawful works being carried out in the lag between discovery and court order after the event is just not acceptable as a way for a lessee to conduct business on a World Heritage listed island National Park.

## **Inadequacy of national park management plan and lease conditions**

On 3<sup>rd</sup> May 2007 the Environment Minister's office wrote to ASH advising that, for control over activities at the Hinchinbrook Island Resort, the Environment Minister is relying on the Hinchinbrook Island National Park Management Plan (HINPMP) and the conditions attached to the Hinchinbrook Island Resort Special Lease.

- The HINPMP is silent on some aspects of the lease (eg no reference to water supply, quarrying, use of heavy machinery) and widely interpretable on others.
- The current Special Lease conditions are minimal or obsolete; being silent on heavy machinery, quarrying, uses of the road and esplanade, water supply and sewage effluent disposal.

## **World Heritage 'presentation'**

The world heritage concept of 'presentation' has been much misrepresented by some developers and may not be well understood by state departmental officers. ASH is aware that Mr Williams has used the term 'presentation' to promote and justify his development interests.

'Presentation' under the World Heritage Convention is always subservient to 'protection' 'conservation' and 'rehabilitation'. The purpose is "transmission to future generations". For Hinchinbrook Island and Channel this includes biodiversity, aesthetic and wilderness values; the values for which the area was listed.

### ***Article 4***

*Each state party to this convention recognises that the duty of ensuring the identification, protection, conservation, presentation and transmission to future generations of the cultural and natural heritage referred to in Articles 1 and 2 and situated on its territory, belongs primarily to the State. It will do all it can to this end, to the utmost of its own resources and, where appropriate, with any*

*international assistance and cooperation, in particular, financial, artistic, scientific and technical, which it may be able to obtain.*

**Article 5**

*To ensure that effective and active measures are taken for the protection, conservation and presentation of the cultural and natural heritage situated on its territory, each State Party to the convention shall, in so far as possible, and as appropriate for each country:*

*(d) to take the appropriate legal, scientific, technical, administrative and financial measures necessary for the identification, protection, conservation, presentation and rehabilitation of this heritage; ...*

(UNESCO, 1972: Convention concerning the protection of the world cultural and natural heritage)

**The responsibility is a national one, the federal government being the State Party for all Australian world heritage sites. Where jurisdiction resides with the state of Queensland, we expect the Queensland Government to uphold and respect the Convention in all its dealings with developers.**

**CONCLUSION**

**We ask the Minister to consider how his department could guarantee that the proposed new lessee would *not* carry out unlawful works and practices on world heritage listed Hinchinbrook Island.**

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*ASH*