

1970. No. 20

[C]

MINERAL DEVELOPMENT**Applications: Fees: Model Clauses**

REGULATIONS, DATED 10TH FEBRUARY 1970, MADE BY THE MINISTRY OF COMMERCE, WITH THE APPROVAL OF THE MINISTRY OF FINANCE AS TO FEES, UNDER SECTIONS 13(2) AND 49 OF THE MINERAL DEVELOPMENT ACT (NORTHERN IRELAND) 1969.

The Ministry of Commerce in exercise of the powers conferred on it by Sections 13(2) and 49 of the Mineral Development Act (Northern Ireland) 1969(a) and of all other powers enabling it in that behalf, with the approval of the Ministry of Finance as to fees, hereby makes the following Regulations:—

Citation and Commencement

1. These Regulations may be cited as the Mineral Development (Applications, Fees and Model Clauses) Regulations (Northern Ireland) 1970, and shall come into operation on 1st March 1970.

Interpretation

2. In these Regulations—

“the Act” means the Mineral Development Act (Northern Ireland) 1969;

“the Ministry” means the Ministry of Commerce;

“sale” means any disposition of an estate in mines and minerals by the Ministry under Section 16 of the Act;

“minerals” does not include any of the substances mentioned in Schedule 1 to the Act.

Applicants

3.—(1) Any person may apply in accordance with these Regulations for a prospecting licence or for a grant of mineral rights by way of sale, mining lease, mining licence or mining permission.

(2) A person may apply in accordance with these Regulations for a mining facilities permit authorising him to use land or ancillary rights if he has, or proposes to acquire, a right to work mines and minerals—

(a) under a mining lease or mining licence; or

(b) by virtue of his ownership of any other estate in land.

(3) A person may apply in accordance with these Regulations for a mining facilities permit authorising him to use ancillary rights, if he has, or proposes to acquire, a right to search for mines and minerals—

(a) under a prospecting licence or any corresponding authorisation granted or to be granted by a person who is the owner of the mines and minerals;
or

(b) by virtue of his ownership of any other estate in land.

(4) A mining facilities permit shall not be granted to any person until the Ministry is satisfied either that he has a right to work the relevant mines and minerals or that he has a right to search for the relevant mines and minerals.

(5) A person who applies under this regulation for a mining facilities permit in respect of land or ancillary rights not then vested in the Ministry shall serve notice in writing of the making of any such application on any persons appearing to him to have power, as the case may be, to transfer or to concur in transferring the ownership of the land or to grant or to concur in granting the ancillary rights concerned.

Applications

4.—(1) An application submitted under regulation 3 shall be made in writing to the Ministry in the manner set out in Schedule 1 and shall be accompanied by—

- (a) appropriate evidence in support of the facts stated in the application;
- (b) the appropriate fee;
- (c) two copies of the six inch Ordnance Survey map or such other Ordnance Survey map as may be required by the Ministry upon which there shall be clearly delineated by appropriate colourings or markings and a legend or key thereto—
 - (i) the boundaries of the area in respect of which the application is made; and
 - (ii) where the application is for a mining facilities permit the boundaries of the area over which the applicant has or proposes to acquire, a right to work or search for mines and minerals; and

where the application is for a mining facilities permit, shall also be accompanied by two copies of any such additional map or plan as may be necessary to indicate how the relevant land or ancillary rights are proposed to be used;

- (d) copies of audited accounts (so far as available) relating to the applicant's business activities for the 3 most recent years and such other evidence (if any) of the financial standing of the applicant as the Ministry may require.

(2) An applicant upon request by the Ministry shall furnish such further information or evidence as may be required by the Ministry in connection with the application, and if such further information or evidence is not furnished to the satisfaction of the Ministry within two months of the request therefor, the application, unless the Ministry otherwise agrees, shall be deemed to have been withdrawn by the applicant.

(3) If after an application is made but before any sale is completed or any prospecting licence, mining lease, mining licence, mining permission or mining facilities permit is granted in pursuance thereof, or before the Ministry informs the applicant that the application is refused, any change occurs in any fact or matter stated in the application or in any information or evidence furnished in connection therewith, the applicant shall forthwith serve a notice in writing on the Ministry giving particulars of the change.

(4) All information comprised in or furnished to the Ministry in connection with an application made under these regulations shall be treated by the Ministry as confidential.

Fees

5.—(1) With every application there shall be forwarded to the Ministry the appropriate fee computed in accordance with the following Table—

<i>Subject of Application</i>	<i>Amount or rate of fee</i>
Prospecting licence	£5 for each licence.
Mining lease	£10 for each acre or part of an acre contained in the area comprised in the lease application.
Mining licence	£5 for each acre or part of an acre contained in the area comprised in the licence application.
Mining permission	£2 for each acre or part of an acre contained in the area comprised in the permission application.
Mining facilities permit	£10 for each acre or part of an acre contained in the area comprised in the permit application.

(2) If any application is refused in its entirety the Ministry shall repay to the applicant one half of the fee paid in respect of the application.

Extent or Area

6.—(1) A sale or a prospecting licence, mining lease, mining licence, mining permission or mining facilities permit shall relate to such an area as the Ministry may determine.

(2) Where an applicant proposes to search for or work minerals in two or more separate areas a separate application shall be made in respect of each such area, but the Ministry may include in a sale or the grant of a prospecting licence, mining lease, mining licence, mining permission or mining facilities permit two or more separate areas.

Model Clauses

7. Subject to the provisions of the Act—

- (1) Every prospecting licence shall be in such form and may incorporate (directly or by reference) such of the Model Clauses in Schedule 2 with such modifications as the Ministry thinks fit.
- (2) Every mining lease shall be in such form and may incorporate (directly or by reference) such of the Model Clauses in Schedule 3 with such modifications as the Ministry thinks fit.
- (3) Every mining licence and mining permission shall be in such form and may incorporate (directly or by reference) such of the Model Clauses in Schedule 4 with such modifications as the Ministry thinks fit.

Sealed with the Official Seal of the Ministry of Commerce for Northern Ireland this 10th day of February 1970.

(L.S.)

J. H. Armstrong,
Assistant Secretary.

The Ministry of Finance hereby approves the foregoing regulations.

Sealed with the Official Seal of the Ministry of Finance for Northern Ireland this 10th day of February 1970.

(L.S.)

R. R. Butler,
Assistant Secretary.

SCHEDULE 1

MINERAL DEVELOPMENT ACT (NORTHERN IRELAND) 1969

FORM OF APPLICATION

(to be sent to the Ministry of Commerce, Belfast)

PART I

(details to be furnished by ALL applicants)

1. Name(s) of Applicant(s) in full.
2. Nature of grant applied for (state whether application is in respect of a sale or the grant of a prospecting licence, mining lease, mining licence, mining permission or a mining facilities permit).
3. Nature of minerals in respect of or in connection with which application is being made.
4. Period for which grant is required.
5. If application is by an individual(s) in each case state—
 - a. usual residential address
 - b. evidence of nationality accompanying application
 - c. occupation
 - d. names and addresses of 3 persons to whom the Ministry can refer for evidence as to character, financial standing and technical qualifications of applicant.
6. If application is by a body corporate, the application should in each case state—
 - a. date and place of incorporation
 - b. nature of business carried on
 - c. principal place of business
 - d. registered office (if a company)
 - e. place of central management and control
 - f. particulars of the members of the Board of Directors or other governing body of the body corporate as follows—

1 Full Names	2 Usual residential address	3 Nationalities
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- g. particulars of capital authorised and issued as follows—

1 Class of Capital	2 Amount authorised	3 Amount issued	4 Voting rights of each class
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(Column 4 need not be completed if a copy of the Memorandum and the Articles of Association, or other document setting out or defining the constitution of the body corporate accompanies the application.)

- h. particulars of all holdings of not less than 10% in number or value of any class of capital which has been issued by the body corporate as follows—

1 Name of holder and names of joint holders in full	2 Class of holding	3 Amount	4 Nationality of Holder(s)
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i. particulars of all capital issued to bearer as follows—

1	2	3
Class of Capital	Total amount issued	Amount issued to bearer
7.	Situation and approximate size of area in respect of which application is made and which is delineated on the map accompanying the application.	
8.	Brief particulars of previous experience in mineral prospecting and/or development operations.	
9.	Names and qualifications of technical experts or advisers.	
10.	State amount of capital required for operations in respect of which application is being made which	
	a. is at present available	
	b. applicant can make available and the sources.	
11.	State nature of security offered for fulfilment of obligations.	
12.	If applicant is an alien, or a body corporate incorporated outside the United Kingdom, state full particulars of any body corporate incorporated in or proposed to be incorporated in the United Kingdom to whom it is intended that the sale shall be made or in whose name it is intended that the prospecting licence, mining lease, mining licence, mining permission or mining facilities permit shall be taken out, including where practicable and required, details similar to those specified in 6 and 9 above.	

PART II

(details to be furnished ONLY by applicants for mining facilities permits)

1. State source and nature of title to relevant minerals (if title has not yet been acquired, this should be stated, together with any other relevant information).
2. State briefly nature of operations undertaken or proposed to be undertaken.
3. Explain precise nature of mining facility required making reference to maps or plans accompanying the application.
4. State reason why facility is required.
5. State names and addresses of any persons appearing to have power to grant mining facility required and on whom notice of the making of the application has been served and manner of such service.
6. Explain steps taken to obtain facility by private arrangement and reasons for failure so to acquire.

PART III

(statement to be made by ALL applicants)

I/We declare that the information given above or annexed to this application in support or explanation is correct.

SCHEDULE 2

Model Clauses applicable to Prospecting Licences

- Local Resident Manager** 1. The licensee shall, before commencing any operations in the licensed area, furnish to the Ministry the name and address of the Manager resident in Northern Ireland under whose supervision the operations are to be carried on. Any notice which the Ministry or any person authorised by it is in accordance with the terms of the licence required or entitled to serve upon the licensee shall be sufficiently served if it is sent by recorded delivery service to the Manager at such address.
- Prospecting obligations** 2. The licensee shall, as soon as practicable, after the commencement of the licence carry out with due diligence the scheme of prospecting including any geological survey by physical or chemical means or programme of test drilling or any of them agreed by the Ministry and the licensee and set out in a schedule to the licence.
- Conduct of operations** 3. The licensee shall execute all operations in or in connection with the licensed area in a proper and workmanlike manner in accordance with the methods customarily used in good prospecting practice, and shall keep all works, buildings, plant and machinery used or made in connection with prospecting operations in good and proper repair, order and condition. The licensee shall comply with any instructions given from time to time by the Ministry in writing for securing the safety, health and welfare of persons employed in or about the licensed area.
- Limitations on working** 4. The licensee shall work mines and minerals only to such extent as is reasonably necessary for enabling him to ascertain the existence, character, extent or value thereof and shall not sell or otherwise dispose of minerals worked by him except for the purpose of ascertaining the character or value thereof.
- Quantifying of minerals** 5. The licensee shall cause to be quantified (by weighing or in such other manner as the Ministry may approve) all minerals worked by him and shall keep records in the form set out in the Appendix to this schedule of all minerals worked or sold or otherwise disposed of by him and shall produce such records and other supporting evidence for inspection by the Ministry when so required.
- Findings** 6. The licensee shall keep the Ministry informed of any knowledge gained by him as to the existence, character, extent or value of the mines and minerals in the lands to which the licence relates and of the result of any analysis, test, trial or experiment carried out by him or on his behalf in relation to such minerals.
- Plans, Information and Records** 7. The licensee shall furnish to the Ministry such plans and information as to the progress of operations in the licensed area as the Ministry may require. All records, results, plans and information which the licensee is or may be from time to time required to furnish under the provisions of the licence shall be supplied at the expense of the licensee and shall be treated as confidential on terms similar to those applying under sub-sections (4) and (5) of Section 4 of the Minerals (Miscellaneous Provisions) Act (Northern Ireland) 1959 as amended by Schedule 3 of the Mineral Development Act (Northern Ireland) 1969 to information supplied to the Ministry under that section.
- Rights of access** 8. The licensee shall permit the Ministry by its officers, servants and agents to enter and inspect the works, buildings, plant, machinery, records and materials of the licensee,

9. The licensee shall make reasonable amends and satisfaction or pay Compensation to the owners and occupiers of the lands the subject for damage of the licence for any damage caused directly or indirectly by prospecting operations and to the owners of the sporting and other rights (if any) affected by the same.

10. The licensee shall at all times keep the Ministry effectually Indemnity indemnified against all actions, proceedings, costs, charges, claims and demands whatsoever which may be made or brought against the Ministry by any third party by reason of any matter or thing done or purported to be done by the licensee, his servants or agents under the licence or any breach by the licensee of the terms and conditions of the licence.

11. As security for observance and performance by the licensee of Security the terms and conditions of the licence and without prejudice to any other rights or remedies of the Ministry in respect of any breach, non-observance or non-performance thereof the licensee shall on the execution of the licence furnish to the Ministry a banker's guarantee or any other suitable guarantee or security in or for such sum in such form and on such terms as the Ministry may require. If within 28 days of the receipt from the Ministry of an account of expenditure incurred by the Ministry in connection with or arising out of the licence, the licensee fails to discharge the account, the Ministry may recoup itself for such expenditure from and to the extent of the guarantee or security as aforesaid, without prejudice to any other right of the Ministry under or by virtue of such guarantee or security.

12. The licensee shall inform the Ministry in writing forthwith of Commencement the commencement of any action, suit, proceeding or arbitration of legal arising out of the exercise of the rights and privileges granted by proceedings the licence and shall furnish to the Ministry such information as to any such action, suit, proceeding or arbitration as the Ministry may from time to time require.

13. The licensee shall make and maintain adequate fencing for the Fencing protection of man and beast round every open pit or hole which may be opened during the prospecting operations.

14. The licensee shall not do or permit to be done under the authority of the licence any work within the curtilage of any dwelling house Prospecting boundaries without the consent of the owner or occupier thereof. Neither shall the licensee do or permit to be done any such work within 100 feet of the boundary of the licensed area without the consent in writing of the Ministry.

15. The licensee shall exercise the rights conferred on him by the Preservation licence in such manner as not to interfere unnecessarily with the of amenities amenities of the locality in which are situate the land and minerals the subject of the licence.

16. The licensee shall observe all statutory provisions and all Statutory requirements of any competent authority for the time being in and other force relating to the exercise of the rights granted by the licence. requirements

17. The licensee shall pay all rates, taxes, charges, assessments, Financial duties and outgoings which may become payable by reason of the responsibilities prospecting operations.

18. The licensee shall not assign, part with or share the benefit of Assignment the licence without the previous consent in writing of the Ministry.

- Advertisements, prospectuses, etc. 19. No statement shall be made in any notice, advertisement, prospectus or other document issued by or to the knowledge of the licensee or in any other manner, claiming or suggesting whether expressly or by implication that the Government of Northern Ireland or any Department or any person or body acting on behalf thereof has formed or expressed any opinion that the licensed area is, from its geological formation or otherwise, one in which minerals are likely to be obtainable.
- Reclamation 20. The licensee shall take all such measures and shall carry out all such works and directions as may be required by the Ministry for drainage and reclamation of lands affected by prospecting operations provided that the lands need not be restored to a better condition than before the prospecting operations commenced.
- Expiry or determination of rights 21. The licensee shall upon the expiration, revocation or termination of the licence (unless the Ministry in the meantime has agreed to grant a renewal thereof or to grant a mining lease) render safe and secure within 3 months from such expiration, revocation or termination as aforesaid (or such longer period as the Ministry may agree) all pits, shafts, borings and holes and shall level and restore to a fit state for cultivation any of the lands capable of being used for cultivation at the date of the licence.
- Power of revocation 22. If there is any breach or non-observance by the licensee of any of the terms and conditions of the licence or if the licensee becomes bankrupt or makes or enters into any agreement or composition with his creditors or if, where the licensee is a body corporate, a receiver is appointed or the licensee enters into liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent company for the purposes of reconstruction) or if the licensee fails to perform and observe the programme of prospecting set out in the licence, or if the licensee being an individual ceases to be resident in the United Kingdom or being a body corporate, ceases to have its central management and control in the United Kingdom then and in such case the Ministry may revoke the licence and thereupon the same and all rights thereby granted shall cease and determine but subject nevertheless and without prejudice to any obligation or liability imposed by or incurred under the terms and conditions thereof.
- Proper law 23. The proper law of the licence shall be the law of Northern Ireland.
- Interpretation 24. In this Schedule where the context so requires or admits "licensee" includes the permitted assigns and personal representatives of the licensee, and "statutory provision" has the same meaning as in Section 1(b) of the Interpretation Act (Northern Ireland) 1954.

APPENDIX

MINERAL DEVELOPMENT ACT (NORTHERN IRELAND) 1969

Record of all minerals worked or sold or otherwise disposed of
by a prospecting licensee

1. Name of prospecting licensee
2. Location of licensed area
3. Prospecting licence No.
4. Twelve months period ending

TYPE OF MINERAL*		
Quantity sold	Tons†	To whom sold
Quantity disposed of by other means		To whom disposed of and by what means
Quantity remaining		Any intended means of disposal and any proposed recipient
TOTAL		= Total quantity worked

*A separate record should be kept in respect of each type of mineral.

†Or such other means of quantifying as the Ministry may direct.

SCHEDULE 3

Model Clauses applicable to Mining Leases

- Local Resident Manager 1. The lessee shall before commencing any operations in the leased area furnish to the Ministry the name and address of the Manager resident in Northern Ireland under whose supervision the operations are to be carried on. Any notice which the Ministry or any person authorised by it is in accordance with the terms of the lease required or entitled to serve upon the lessee shall be sufficiently served if it is sent by recorded delivery service to the Manager at such address.
- Working Obligations 2. The lessee shall as soon as practicable after commencement of the lease carry out with due diligence the scheme of mineral working agreed by the Ministry and the lessee and set out in the lease.
- Conduct of Operations 3. The lessee shall execute all operations in or in connection with the leased area in a proper and workman-like manner in accordance with the methods customarily used in good mineral working practice, and shall keep all works, buildings, plant and machinery used or made in connection with mineral working in good and proper repair, order and condition.
- Land Surface 4. The lessee shall do as little damage or injury as possible to the surface of the lands the subject of the lease and shall remove the surface of the soil so as later to restore to a state fit for cultivation any of the lands at the date of such removal used or capable of being used for cultivation and on which open mining is carried out by the lessee.
- Quantifying of Minerals 5. The lessee shall cause to be quantified (by weighing or any such manner as the Ministry may approve) all minerals worked by him and shall keep proper and complete records of all minerals worked or sold or otherwise disposed of by him and shall produce such records for inspection by the Ministry when so required.
- Accounts 6. The lessee shall keep proper books of account and produce same for the Ministry's inspection and shall furnish proper accounts yearly to the Ministry.
- Treatment of Minerals 7. The lessee shall cleanse, dress and make merchantable at his expense such of the leased minerals of a suitable quality as are worked.
- Plans 8. The lessee shall keep and produce to the Ministry when required plans showing all surface and underground workings with the exact measurements thereof carried out by him on or under the lands the subject of the lease or any portion thereof.
- Information 9. The lessee shall furnish to the Ministry all such information as the Ministry may require in relation to the minerals demised by the lease or to the working of such minerals.
- Records 10. All records, books, accounts, plans and information which the lessee is or may be from time to time required to furnish under the provisions of the lease shall be supplied at the expense of the lessee and shall be treated as confidential on terms similar to those applying under sub-sections (4) and (5) of Section 4 of the Minerals (Miscellaneous Provisions) Act (Northern Ireland) 1959 as amended by the Mineral Development Act (Northern Ireland) 1969 to information supplied to the Ministry under that section, provided that the Ministry shall be entitled at any time to make use of any information received from the lessee for the purpose of preparing and publishing aggregate returns and general reports on the extent of mineral operations in Northern Ireland.

11. The lessee shall permit the Ministry by its officers, servants and agents to enter and inspect the works, buildings, plant, machinery, records and materials of the lessee. Rights of Access
12. The lessee shall make reasonable amends and satisfaction or pay compensation to the owners and occupiers of the lands the subject of the lease for any damage caused directly or indirectly by mineral working operations and to the owners of the sporting and other rights (if any) affected by the same. Compensation for Damage
13. The lessee shall at all times keep the Ministry effectually indemnified against all actions, proceedings, costs, charges, claims and demands whatsoever which may be made or brought against the Ministry by any third party by reason of any matter or thing done or purposed to be done by the lessee, his servants or agents under the lease or any breach by the lessee of the terms and conditions of the lease. Indemnity
14. As security for observance and performance by the lessee of the terms and conditions of the lease and without prejudice to any other rights or remedies of the Ministry in respect of any breach, non-observance or non-performance thereof the lessee shall on execution of the lease furnish to the Ministry a banker's guarantee or any other suitable guarantee or security in or for such sum in such form and on such terms as the Ministry may require. If within 28 days of the receipt from the Ministry of an account of expenditure incurred by the Ministry in connection with or arising out of the lease, the lessee fails to discharge the account the Ministry may recoup itself for such expenditure from and to the extent of the guarantee or security as aforesaid without prejudice to any other right of the Ministry under or by virtue of such guarantee or security. Security
15. The lessee shall inform the Ministry in writing forthwith of the commencement of any action, suit, proceeding or arbitration arising out of the exercise of the rights and privileges granted by the lease, and shall furnish to the Ministry such information as to any such action, suit, proceeding or arbitration as the Ministry may from time to time require. Commencement of legal proceedings
16. The lessee shall make and maintain adequate fencing for the protection of man and beast round every open pit and hole which may be opened by him. Fencing
17. The lessee shall not do or permit to be done under the authority of the lease any work within the curtilage of any dwelling house without the consent of the owner or occupier thereof. Neither shall the lessee do or permit to be done any such work within 100 yards of the boundary of the leased area without the consent in writing of the Ministry. Working Boundaries
18. The lessee shall exercise the rights conferred on him by the lease in such manner as not to interfere unnecessarily with the amenities of the locality in which are situate the lands and minerals the subject of the lease. Preservation of Amenities
19. The lessee shall observe all statutory provisions and all requirements of any competent authority for the time being in force relating to the exercise of the rights granted by the lease. Statutory and other requirements
20. The lessee shall pay all rates, taxes, charges, assessments, duties and outgoings which may become payable in respect of the rights comprised in the lease and in the exercise thereof by the lessee. Financial Responsibilities
21. The lessee shall duly pay to the Ministry all fines, dead rents and royalties reserved by the lease. Fines, Rents and Royalties

- Assignment 22. The lessee shall not assign, underlet, part with, or share the benefit of the lease without the previous consent in writing of the Ministry, such consent not to be unreasonably withheld.
- Advertisements, Prospectuses, etc. 23. No statement shall be made in any notice, advertisement, prospectus or other document issued by or to the knowledge of the lessee or in any other manner, claiming or suggesting whether expressly or by implication that the Government of Northern Ireland or any department or any person or body acting on behalf thereof has formed or expressed any opinion that the leased area is, from its geological formation or otherwise, one in which minerals are likely to be obtainable.
- Reclamation 24. The lessee shall take all such measures and shall carry out all such works and directions as may be required by the Ministry for drainage and reclamation of lands affected by mineral working operations provided that the lands need not be restored to a better condition than before the mineral working operations commenced.
- Expiry or Determination of Rights 25. The lessee shall upon the expiration, revocation or termination of the lease (unless the Ministry in the meantime has agreed to grant a renewal thereof) render safe and secure within three months from such expiration, revocation or termination as aforesaid (or such longer period as the Ministry may agree) all pits, shafts, borings and holes and shall level and restore to a fit state for cultivation all the lands capable of being used for cultivation at the date of the lease.
- Power of Revocation 26. If the lessee makes default in the payment of any rents or royalties reserved by the lease or if there is any breach or non-observance by the lessee of any of the terms and conditions of the lease or if the lessee becomes bankrupt or makes or enters into any arrangement or composition with his creditors or, if where the lessee is a body corporate, a receiver is appointed or the lessee enters into liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent company for the purposes of reconstruction) or if the lessee fails to perform and observe the programme of mineral working set out in the lease, or if the lessee being an individual ceases to be resident in the United Kingdom, or if a body corporate, ceases to have its central management and control in the United Kingdom, then and in such case the Ministry may revoke the lease and thereupon the same and all rights thereby granted shall cease and determine but save nevertheless and without prejudice to any obligation or liability imposed by or incurred under the terms and conditions thereof.
- Arbitration 27. If at any time any dispute, difference or question arises between the Ministry and the lessee touching the construction, meaning or effect of the lease or any clause or matter therein contained or any instruction given by the Ministry thereunder or the rights and liabilities of the Ministry and the lessee respectively under the lease or otherwise howsoever in relation to the premises, then every such dispute, difference or question shall save where it is expressly provided by the lease that the matter or thing to which the same relates shall be determined or decided by the Ministry or the lessee, be referred to arbitration in accordance with the provisions of the Arbitration Act (Northern Ireland) 1937, the arbitrator to be appointed by agreement between the Ministry and the lessee.
- Proper law 28. The proper law of the lease shall be the law of Northern Ireland.
- Interpretation 29. In this Schedule where the context so requires or admits "lessee" includes any person lawfully deriving title from the lessee and "statutory provision" has the same meaning as in Section 1(b) of the Interpretation Act (Northern Ireland) 1954.

SCHEDULE 4

Model Clauses applicable to Mining Licences and Mining Permissions*Mining Licences and Mining Permissions*

1. The grantee shall before commencing any operations in the Local Resident area to which the grant relates furnish to the Ministry the name Manager and address of the Manager resident in Northern Ireland under whose supervision the operations are to be carried on. Any notice which the Ministry or any person authorised by it is in accordance with the terms of the grant required or entitled to serve upon the grantee shall be sufficiently served if it is sent by recorded delivery to the Manager at such address.
2. The grantee shall as soon as practicable after commencement of Working the grant carry out with due diligence the scheme of mineral Obligations working agreed by the Ministry and the grantee and set out in a schedule to the grant.
3. The grantee shall execute all operations in or in connection Conduct of with the area to which the grant relates in a proper and workman- Operations like manner in accordance with the methods customarily used in good mineral working practice, and shall keep all works, buildings, plant and machinery used or made in connection with mineral working operations in good and proper repair, order and condition.
4. The grantee shall cause to be quantified (by weighing or any Quantifying such other manner as the Ministry may approve) all minerals of minerals worked by him and shall keep proper and complete records of all minerals worked or sold or otherwise disposed of by him and shall produce such records for inspection by the Ministry when so required.
5. The grantee shall keep proper books of account and produce Accounts same for the Ministry's inspection and shall furnish accounts yearly to the Ministry.
6. The grantee shall cleanse, dress and make merchantable at his Treatment of expense such of the minerals the subject of the grant of a suitable minerals quality as are worked.
7. The grantee shall keep and produce to the Ministry when Plans required plans showing all surface and underground workings with the exact measurements thereof carried out by him on or under the lands the subject of the grant or any portion thereof.
8. The grantee shall furnish to the Ministry all such information as Information the Ministry may require in relation to the minerals the subject of the grant or to the working of such minerals.
9. All records, books, accounts, plans and information which the Records grantee is or may be from time to time required to furnish under the provisions of the grant shall be supplied at the expense of the grantee and shall be treated as confidential on terms similar to those applying under sub-sections (4) and (5) of Section 4 of the Minerals (Miscellaneous Provisions) Act (Northern Ireland) 1959 as amended by the Mineral Development Act (Northern Ireland) 1969 to information supplied to the Ministry under that section, provided that the Ministry shall be entitled at any time to make use of any information received from the grantee for the purpose of preparing and publishing aggregate returns and general reports on the extent of mineral operations in Northern Ireland.
10. The grantee shall permit the Ministry by its officers, servants Rights of and agents to enter and inspect the works, buildings, plant, access machinery, records and materials of the grantee.

- Indemnity** 11. The grantee shall at all times keep the Ministry effectually indemnified against all actions, proceedings, costs, charges, claims and demands whatsoever which may be made or brought against the Ministry by any third party by reason of any matter or thing done or purported to be done by the grantee, his servants or agents under the grant or any breach by the grantee of the terms and conditions of the grant.
- Security** 12. As security for observance and performance by the grantee of the terms and conditions of the grant and without prejudice to any other rights or remedies of the Ministry in respect of any breach, non-observance or non-performance thereof the grantee shall on the execution of the grant furnish to the Ministry a banker's guarantee or other suitable guarantee or security in or for such sum in such form and on such terms as the Ministry may require. If within 28 days of the receipt from the Ministry of an account of expenditure incurred by the Ministry in connection with or arising out of the grant, the grantee fails to discharge the account the Ministry may recoup itself for such expenditure from and to the extent of the guarantee or security as aforesaid without prejudice to any other right of the Ministry under or by virtue of such guarantee or security.
- Commencement of legal proceedings** 13. The grantee shall inform the Ministry in writing forthwith of the commencement of any action, suit, proceeding or arbitration arising out of the exercise of the rights and privileges the subject of the grant and shall furnish to the Ministry such information as to any action, suit, proceeding or arbitration as the Ministry may from time to time require.
- Working boundaries** 14. The grantee shall not do or permit to be done under the authority of the grant any work within the curtilage of any dwelling house without the consent of the owner or occupier thereof. Neither shall the grantee do or permit to be done any such work within 100 yards of the boundary of the area to which the grant relates without the consent in writing of the Ministry.
- Preservation of amenities** 15. The grantee shall exercise the rights conferred on him by the grant in such manner as not to interfere unnecessarily with the amenities of the locality in which are situate the land and minerals the subject of the grant.
- Statutory and other requirements** 16. The grantee shall observe all statutory provisions and all requirements of any competent authority for the time being in force relating to the exercise of the rights the subject of the grant.
- Financial responsibilities** 17. The grantee shall pay all rates, taxes, charges, assessments, duties and outgoings which may become payable in respect of the rights the subject of the grant and in the exercise thereof by the grantee.
- Fines, rents and royalties** 18. The grantee shall duly pay to the Ministry all fines, dead rents and royalties reserved by the grant.
- Assignment** 19. The grantee shall not assign, underlet, part with or share the benefit of the grant without the previous consent in writing of the Ministry, such consent not to be unreasonably withheld.
- Advertisements, prospectuses, etc.** 20. No statement shall be made in any notice, advertisement, prospectus or other document issued by or to the knowledge of the grantee or in any other manner, claiming or suggesting whether expressly or by implication that the Government of Northern Ireland or any department or any person or body acting on behalf thereof has formed or expressed any opinion that the area to which the grant relates is, from its geological formation or otherwise, one in which minerals are likely to be obtainable.

21. The grantee shall upon the expiration, revocation or termination of the grant (unless the Ministry in the meantime has agreed to grant a renewal thereof) render safe and secure within three months from such expiration, revocation or termination as aforesaid (or such longer period as the Ministry may agree) all pits, shafts, borings and holes. Expiry or determination of rights

22. If the grantee makes default in the payment of any rents or royalties reserved by the grant or if there is any breach or non-observance by the grantee of any of the terms and conditions of the grant or if the grantee becomes bankrupt or makes or enters into any arrangement or composition with his creditors or if, where the grantee is a body corporate, a receiver is appointed or the grantee enters into liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent company for the purposes of reconstruction) or if the grantee fails to perform and observe the programme of mineral working set out in the grant, or if the grantee being an individual ceases to be resident in the United Kingdom, or if a body corporate, ceases to have its central management and control in the United Kingdom, then and in such case the Ministry may revoke the grant and thereupon the same and all rights thereby granted shall cease and determine but save nevertheless and without prejudice to any obligation or liability imposed by or incurred under the terms and conditions thereof. Power of revocation

23. If at any time any dispute, difference or question arises between the Ministry and the grantee touching the construction, meaning or effect of the grant or any clause or matter therein contained or any instruction given by the Ministry thereunder or the rights and liabilities of the Ministry and the grantee respectively under the grant or otherwise howsoever in relation to the premises, then every such dispute, difference or question shall save where it is expressly provided by the grant that the matter or thing to which the same relates shall be determined or decided by the Ministry or grantee, be referred to arbitration in accordance with the provisions of the Arbitration Act (Northern Ireland) 1937, the arbitrator to be appointed by agreement between the Ministry and the grantee. Arbitration (mining licences only)

24. The proper law of the grant shall be the law of Northern Ireland. Proper law

25. In this Schedule where the context so requires or admits "grantee" means any person to whom the Ministry has, by a mining licence or mining permission granted a right or permission to work mines and minerals, and also where the context so requires or admits includes the permitted assigns and personal representatives of the grantee; "grant" means either a "mining licence" or a "mining permission", and "statutory provision" has the same meaning as in Section 1(b) of the Interpretation Act (Northern Ireland) 1954. Interpretation

EXPLANATORY NOTE

(This Note is not part of the Regulations but is intended to indicate their general purport.)

These Regulations set out requirements for applications for sales of mineral rights and grants of prospecting licences, mining leases, mining licences, mining permissions and mining facilities permits under the Mineral Development Act (Northern Ireland) 1969. They also prescribe fees and model clauses subject to which dispositions may be made in pursuance of the Regulations.