



## TASMAN BRIDGE RESTORATION

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No. 1 of 1975

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### ANALYSIS

Preamble.

1. Short title.
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4. Exemption from pay-roll tax.

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**AN ACT to approve and give effect to an agreement between the Government of Australia and the Government of the State for the purpose of the earliest possible restoration of the Tasman Bridge to a fully operational condition.**

**[23 April 1975]**

Whereas on 6th March 1975 Heads of Agreement were entered into Preamble. between the Government of Australia and the Government of the State for the purpose of the earliest possible restoration of the Tasman Bridge to a fully operational condition:

And whereas those Heads of Agreement provided for the establishment of an Interim Tasman Bridge Commission with the functions set forth in the said Heads of Agreement:

And whereas that Interim Commission has been established and is exercising those functions:

And whereas pursuant to the said Heads of Agreement the Joint Tasman Bridge Restoration Agreement set forth in the Schedule to this Act was on 1st April 1975 executed on behalf of the Government of Australia and the Government of the State:

And whereas it is expedient that Parliament should approve the said Agreement and that effect should be given thereto:

And whereas it is expedient that the other provisions of the Act should be enacted:

**BE** it therefore enacted by His Excellency the Governor of Tasmania, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

Short title.

**1** This Act may be cited as the *Tasman Bridge Restoration Act 1975*.

Interpretation.

**2** In this Act “ the Agreement ” means the Joint Tasman Bridge Restoration Agreement set forth in the Schedule and, unless the contrary intention appears, expressions used in this Act have the same meaning as they have for the purposes of the Agreement.

Approval and effect of Agreement.

**3**—(1) The Agreement is approved and the Joint Tasman Bridge Restoration Commission is, by virtue of this Act, constituted a body corporate with perpetual succession and a common seal, having the functions, powers, and obligations provided for in the Agreement.

(2) So far as is necessary to give effect to the Agreement the provisions thereof have effect as if they were enacted in this Act.

Exemption from pay-roll tax.

**4** The Commission shall be deemed not to be an employer within the meaning of the *Pay-roll Tax Act 1971* and no pay-roll tax is payable in respect of any wages within the meaning of that Act paid in respect of the employment of any person by the Commission.

## SCHEDULE

(Section 2)

AN AGREEMENT (to be called the 'Joint Tasman Bridge Restoration Agreement') made this first day of April, One thousand nine hundred and seventy-five BETWEEN THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA of the one part and THE GOVERNMENT OF THE STATE OF TASMANIA of the other part WHEREAS it is the determination of both the Australian and Tasmanian Governments that the Tasman Bridge on the Derwent River at Hobart shall as soon as possible be restored to a fully operational condition AND WHEREAS the two Governments have agreed that a joint authority should be established with functions, capacities and responsibilities appropriate for the achievement of that purpose NOW IT IS HEREBY AGREED as follows:

## PART 1—GENERAL

1. (1) IN this agreement, unless the contrary intention appears—
  - 'Australia' means the Commonwealth of Australia, and 'Australian' is used in a corresponding sense;
  - 'clause' means clause of this agreement;
  - 'party' means a party to this agreement and 'parties' means both of those parties;
  - 'Tasmania' means the State of Tasmania and 'Tasmanian' is used in a corresponding sense;
  - 'the Bridge' means the Tasman Bridge on the Derwent River at Hobart;
  - 'the Commission' means the Joint Tasman Bridge Restoration Commission referred to in clause 3 and includes any corporation that may succeed that Commission;
  - 'the Interim Commission' means the Interim Tasman Bridge Commission referred to in clause 16;
  - 'the Premier' means the Premier of Tasmania;
  - 'the Prime Minister' means the Prime Minister of Australia;
  - 'the ship' means the S.S. "Lake Illawarra".
- (2) In this agreement—
  - (a) a reference to the Prime Minister, Premier or other Minister includes a reference to a Minister who for the relevant time being is acting for and on behalf of the Prime Minister, Premier or that other Minister as the case may be; and
  - (b) reference to the Governor is a reference to the Governor of Tasmania and includes a reference to the person for the relevant time being administering the government of Tasmania.
2. THE provisions of this agreement other than clauses 3, 16 and 17 shall have no force or effect and shall not be binding on either of the parties

unless and until it is approved by the respective Parliaments of Australia and Tasmania but upon being so approved by those Parliaments the agreement shall be of full force and effect and fully binding upon the parties.

3. (1) THIS clause shall come into operation on the date of this agreement.
- (2) The Australian and Tasmanian Governments will submit this agreement for approval to the Australian and Tasmanian Parliaments respectively.
- (3) The Tasmanian Government will include in the legislation submitted to the Tasmanian Parliament for the approval of this agreement provisions constituting the Commission as a body corporate with the functions powers and obligations that under this agreement it is to have.
- (4) Each party will submit any legislation and take any administrative action that may be necessary from time to time to give effect to this agreement.

#### PART II—ORGANIZATION

4. (1) THE Joint Tasman Bridge Restoration Commission will be a corporation consisting of three members comprising a Chief Commissioner and two Associate Commissioners.
- (2) Each member will, subject to this agreement, be appointed by the Tasmanian Governor in Council and will hold office on terms and conditions as agreed between the Prime Minister and the Premier.
- (3) (a) A person to be appointed as the Chief Commissioner will be nominated jointly by the Prime Minister and the Premier.
- (b) The Prime Minister and Premier will each nominate an Associate Commissioner.
- (c) Subject to this agreement, a member will be eligible for re-appointment as a member.
- (4) A person shall not be appointed as a member of the Commission unless he is qualified in engineering and has had practical experience in the administration of large construction projects.
- (5) (a) Where the Chief Commissioner or an Associate Commissioner is, or is expected to be, absent from duty or from Australia or there is a vacancy in the office of Chief Commissioner or an Associate Commissioner, the Tasmanian Governor in Council may appoint a person to be acting Chief Commissioner or acting Associate Commissioner as the case may be during the absence or until the filling of the vacancy.
- (b) Sub-clause (3) of this clause applies to the appointment of such a person as though a reference in the sub-clause to the Chief Commissioner or an Associate Commissioner was a reference to the acting Chief Commissioner or an acting Associate Commissioner as the case may be.

- (c) An acting Chief Commissioner or an acting Associate Commissioner shall not continue in office after the expiration of 12 months from the occurrence of the vacancy.
  - (d) An acting Chief Commissioner or an acting Associate Commissioner will have all the functions powers and duties of the Chief Commissioner or an Associate Commissioner as the case may be.
  - (e) Where an Associate Commissioner is appointed to be the acting Chief Commissioner, he will on ceasing to be the acting Chief Commissioner resume his office of Associate Commissioner without the necessity for re-appointment thereto.
- (6) (a) A quorum of the Commission shall be constituted by two members of whom one is the Chief Commissioner or acting Chief Commissioner.
- (b) The Chief Commissioner or acting Chief Commissioner shall preside at each meeting at which he is present.
  - (c) Questions arising at a meeting of the Commission will be determined by a majority of votes of the members present and voting.
  - (d) Each member shall have one vote in respect of each question put at a meeting of the Commission at which he is present and, in the event of an equality of votes, the person presiding shall have a casting vote.

### PART III—FUNCTIONS OF COMMISSION

5. THE Commission shall be empowered to exercise and may perform all or any of the functions of superintending, co-ordinating, directing, managing and executing the planning and performance of any work associated with—

- (a) the removal or disposition of the hull of the ship, its cargo and contents, the remnants of the structure of the Bridge and associated debris lying below water level, or such parts as it may be necessary to remove or otherwise dispose of, for the purpose of—
  - (i) satisfying or complying with any requirements of the Australian Minister for Transport, the Australian Department of Transport or the Hobart Marine Board regarding removal and disposition of the wreckage, remnants and debris;
  - (ii) clearing a sufficient area of the river bed to permit the construction of the necessary supporting structures of the Bridge as expeditiously as possible; and
- (b) the restoration of the Bridge to a condition which will permit it to serve the purposes it served prior to the collapse of sections of the Bridge.

6. IN exercising its functions the Commission shall—
- (a) maintain close liaison with the Australian Minister for Transport and Department of Transport and with the Hobart Marine Board in matters within the respective maritime jurisdictions of those authorities; and
  - (b) give consideration to the views of and interests of all parties concerned with the restoration of the Bridge, including Australian and Tasmanian Departments and authorities, the Hobart Marine Board, local government bodies in the area served by the Bridge, and any other organizations or persons wishing to make relevant representations to it.

#### PART IV—POWERS AND CAPACITIES OF COMMISSION

7. THE Commission—
- (a) shall have the capacities to acquire, hold and dispose of real and personal property and to sue and be sued in its corporate name; and
  - (b) shall have all powers necessary and incidental to the performance of its functions.
8. WITHOUT prejudice to the generality of paragraph (b) of clause 7, the powers and capacities of the Commission shall include power, authority and capacity—
- (a) to act as agent in the name and on behalf of the Australian Shipping Commission or otherwise in association with that Commission in respect of matters concerning the removal or disposition of the whole or part of the ship, its cargo and contents and the remnants of the Bridge which are agreed or established as being within the responsibility of that Commission;
  - (b) in association with the Australian Shipping Commission to negotiate and to make arrangements with the insurers of the ship and its cargo and with any other insurers or persons on matters relating to the removal or disposition of the ship and its cargo and contents and if, when and to the extent requested by those insurers or persons, to act on their behalf or for their account;
  - (c) subject to clause 10, to enter into, as principal or as agent, contracts or other agreements for work to be performed which the Commission deems to be necessary for or conducive to the performance of its functions in relation to the matters referred to in clause 5 (a);
  - (d) subject to clause 10, to enter into, as principal or as agent, contracts or other agreements for work to be performed or services to be provided which the Commission deems to be necessary for or conducive to the performance of its functions in relation to the matters referred to in clause 5 (b);

- (e) to issue directions through appropriate channels to or to any employee of any Tasmanian Department or authority or, subject to the express terms of the relevant contract, to or to any employee of a contractor relating to the performance of any work on or in close proximity to the Bridge and the river bed thereunder as to the method or timing to be followed in performing such work;
- (f) to employ or engage personnel for the performance of its functions, including engineering and other consultants, whether by secondment from Australian or Tasmanian authorities or by direct employment or appointment;
- (g) to act as an expert adviser or assessor, if so requested, in connection with the apportionment of costs and liabilities arising out of the collision of the ship with the Bridge.

#### PART V—DUTIES OF COMMISSION

9. THE Commission shall report at not less than quarterly intervals on its proceedings and operations to the Prime Minister and to the Premier.
10. (1) THE Commission shall, before entering into, whether as principal or as agent, any single contract or other commitment for work to be performed on a fixed price basis where the consideration exceeds One million dollars, seek the approval of the Australian and Tasmanian Treasurers or their duly appointed delegates and shall not enter into the proposed contract or commitment unless and until the approvals are given.
- (2) Should the Commission deem it expedient to enter into, whether as principal or as agent, a contract or other commitment for work to be performed otherwise than on a fixed price basis where the cost is estimated by the Commission to exceed One million dollars, the Commission shall seek the approval of the Australian and Tasmanian Treasurers or their duly appointed delegates before entering into any such contract or commitment and shall not do so unless and until the approvals are given.
11. THE Commission shall keep detailed records of the costs of all sections and phases of work with which it is concerned in any capacity and shall make them available if so requested to the persons who may be liable in damages by reason of the collision of the ship with the Bridge.

#### PART VI—FINANCIAL ARRANGEMENTS

12. ANY advances or funds made available to the Commission by Australia or Tasmania or from any other source shall be applied in the performance of the functions of the Commission and shall be accounted for accordingly.

13. TASMANIA will provide appropriate office space for the Commission and such administrative facilities as the Commission and the Interim Commission may request.

14. AUSTRALIA will accept liability for the administrative expenses of the Commission and of the Interim Commission and will reimburse the Commission for such expenses after certification by the Auditor-General for Tasmania that they have been properly incurred in accordance with this agreement.

#### PART VII—STAFF OF COMMISSION

15. (1) SUBJECT to this agreement, the Commission may appoint such officers or engage such employees as it thinks necessary for the purposes of exercising its functions.
- (2) Each person who from time to time is the Director of Public Works of Tasmania shall for the period during which he occupies that office be *ex officio* the Chief Executive Officer of the Commission and shall be deemed to have been appointed to that office on a part-time basis by the Commission pursuant to sub-clause (1) of this clause.
- (3) The Commission shall appoint a Deputy Chief Executive Officer who shall be a full-time officer of the Commission.
- (4) The Commission shall appoint as a Financial Adviser to the Commission, a person nominated for the purpose by the Australian Treasurer.
- (5) The terms and conditions of service or employment of persons appointed or engaged by the Commission will be such as are determined from time to time by the Commission.

#### PART VIII—INTERIM COMMISSION

16. IN anticipation of the establishment of the Commission as provided in this agreement, the two Governments will confirm the nomination of the persons, who, by virtue of Heads of Agreement dated the 6th day of March 1975 on which this agreement is based, have been nominated as the persons, known as the Interim Tasman Bridge Commission, who will be the members of the Commission and also confirm the request to those persons to commence as far as is practicable, the performance of the functions of the Commission in accordance with the provisions of this agreement.

17. EACH Government agrees to take such action and make such arrangements as may be taken or made to enable and facilitate the Interim Commission to act as provided in the said Heads of Agreement and in clause 16 and in particular the Governments jointly agree to keep the persons so acting indemnified against any liabilities incurred by them in a personal capacity in so acting.



18. CLAUSES 16 and 17 shall come into operation on the date of this agreement.

19. THE Commission shall, when established as provided in this agreement, be bound to assume responsibility for any contracts and commitments made or arranged by the Interim Commission for the purposes of and in anticipation of the coming into full operation of this agreement.

IN WITNESS WHEREOF this agreement has been signed for and on behalf of the parties hereto respectively as at the day and year first above written.

SIGNED by the Honourable EDWARD GOUGH }  
WHITLAM, Prime Minister of Australia, in } E. G. WHITLAM  
the presence of: }

ROLAND WILSON.

SIGNED by the Honourable WILLIAM }  
ARTHUR NEILSON, Premier of Tasmania, in } W. A. NEILSON  
the presence of: }

A. M. CORNISH.