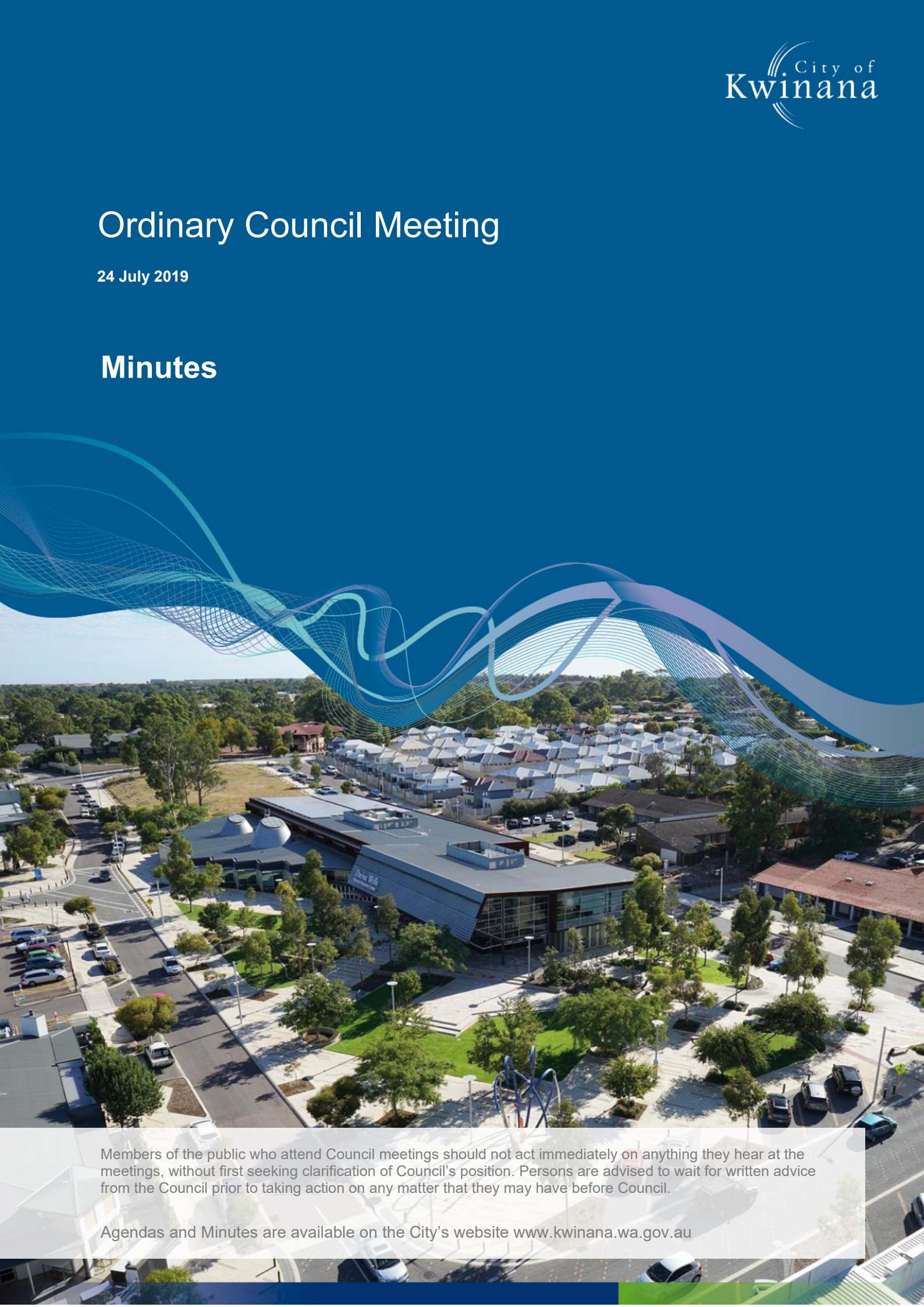


Ordinary Council Meeting

24 July 2019

Minutes

An aerial photograph of a city building, likely a council chamber, with a modern design and large glass windows. The building is surrounded by greenery, trees, and parking areas. In the background, there are residential houses and more trees. The sky is clear and blue. A decorative graphic of wavy, overlapping lines in shades of blue and white is overlaid on the top half of the image.

Members of the public who attend Council meetings should not act immediately on anything they hear at the meetings, without first seeking clarification of Council's position. Persons are advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

Agendas and Minutes are available on the City's website www.kwinana.wa.gov.au

Vision Statement

Kwinana 2030

Rich in spirit, alive with opportunities, surrounded by nature – it's all here!



Mission

*Strengthen community spirit, lead exciting growth, respect the environment
- create great places to live.*

We will do this by –

- providing strong leadership in the community;
- promoting an innovative and integrated approach;
- being accountable and transparent in our actions;
- being efficient and effective with our resources;
- using industry leading methods and technology wherever possible;
- making informed decisions, after considering all available information; and
- providing the best possible customer service.

Values

We will demonstrate and be defined by our core values, which are:



Lead from where you stand – Leadership is within us all. | Act with compassion – Show that you care. | Make it fun – Seize the opportunity to have fun. | Stand Strong, stand true – Have the courage to do what is right. | Trust and be trusted – Value the message, value the messenger. | Why not yes? – Ideas can grow with a yes.






Council Chambers


Seating Layout

Chief Executive Officer Joanne Abbiss			Mayor Carol Adams
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Director City Infrastructure Doug Elkins	
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	Council Administration Officer Alicia McKenzie
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Director City Regulation Maria Cooke	
---	--

	Director City Strategy Casey Mihovilovich
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Director City Engagement Barbara Powell	
--	---

	Director City Legal Michelle Bell
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	Lawyer Travis Hossen
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PRESS

PRESS

Councillor Dennis Wood	
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	Deputy Mayor Peter Feasey
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Councillor Matthew Rowse	
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	Councillor Wendy Cooper
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Councillor Sheila Mills	
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	Councillor Merv Kearney
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	Councillor Sandra Lee
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GALLERY

LECTURN

GALLERY

EMERGENCY GUIDE

Council Chambers



The City of Kwinana values the health and safety of its employees, contractors and visitors. Please ensure you are familiar with the emergency procedures in place at the City of Kwinana to ensure your safe evacuation.

Fire Alarm

On hearing the fire alarm, if you are instructed to evacuate, all individuals must:

- remain calm;
- pay attention to the responsible officer (in charge);
- when instructed to evacuate, leave via the appropriate emergency exit as directed;
- assemble at the designated Muster Point; and
- await the arrival Emergency Services. You must not re-enter the building until the all clear has been given by Emergency Services.



Administration Centre – Access, Egress (Red) and Assembly Points (Green)

Assembly Points:

- ▶ Primary - North-west of the main entrance near Gilmore Avenue.
- ▶ Secondary - South-east of the facility on grass area near Koorliny Arts Centre.

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Present:

MAYOR CAROL ADAMS
DEPUTY MAYOR PETER FEASEY
CR W COOPER
CR M KEARNEY
CR S LEE
CR S MILLS
CR M ROWSE
CR D WOOD

MS J ABBISS	-	Chief Executive Officer
MRS M COOKE	-	Director City Regulation
MS C MIHOVILOVICH	-	Director City Strategy
MR D ELKINS	-	Director City Infrastructure
MRS B POWELL	-	Director City Engagement
MS K HAYWARD	-	Project Manager – Corporate Business System
MR T HOSSEN	-	Acting Director City Legal
MS A MCKENZIE	-	Council Administration Officer

Members of the Press	0
Members of the Public	1

1 Declaration of Opening:

Presiding Member declared the meeting open at 7:00pm and welcomed Councillors, City Officers and gallery in attendance and read the Welcome.

“IT GIVES ME GREAT PLEASURE TO WELCOME YOU ALL HERE AND BEFORE COMMENCING THE PROCEEDINGS, I WOULD LIKE TO ACKNOWLEDGE THAT WE COME TOGETHER TONIGHT ON THE TRADITIONAL LAND OF THE NOONGAR PEOPLE”

2 Prayer:

Councillor Sandra Lee read the Prayer

“OH LORD WE PRAY FOR GUIDANCE IN OUR MEETING. PLEASE GRANT US WISDOM AND TOLERANCE IN DEBATE THAT WE MAY WORK TO THE BEST INTERESTS OF OUR PEOPLE AND TO THY WILL. AMEN”

3 Apologies/Leave(s) of absence (previously approved)

Apologies

Nil

Leave(s) of Absence (previously approved):

Nil

4 Public Question Time:

Nil

5 Applications for Leave of Absence:

COUNCIL DECISION

495

MOVED CR D WOOD

SECONDED CR M KEARNEY

That Councillor Matthew Rowse be granted a leave of absence from 8 December 2019 to 5 January 2020 inclusive.

**CARRIED
8/0**

6 Declarations of Interest by Members and City Officers:

Mayor Carol Adams declared an impartiality interest in item 16.2, Accounts for payment for the month ended 30 June 2019 due to two payments made to her husband's employer, Kwinana Industries Council.

Mayor Carol Adams declared an impartiality interest in item 16.3, Disposition by way of Lease, Part of 2 (Lot 107) Robbos Way Kwinana, Offices in the Darius Wells Library and Resource Centre Lease Agreements between the City of Kwinana and Non-Government Agencies due to being the Chairperson of the Citizens Advice Bureau and Vice Chairperson of Kwinana Early Years Service.

Deputy Mayor Peter Feasey declared an impartiality interest in item 17.1, WA Local Government Association (WALGA) Annual General Meeting 2019 due to his supervisor being the Minister for Housing.

7 Community Submissions:

Nil

8 Minutes to be Confirmed:

8.1 Ordinary Meeting of Council held on 10 July 2019:

COUNCIL DECISION

496

MOVED CR W COOPER

SECONDED CR S LEE

That the Minutes of the Ordinary Meeting of Council held on 10 July 2019 be confirmed as a true and correct record of the meeting.

**CARRIED
8/0**

8 MINUTES TO BE CONFIRMED

8.2 Audit Committee Meeting held on 1 July 2019:

COUNCIL DECISION

497

MOVED CR S MILLS

SECONDED CR S LEE

That the Minutes of the Audit Committee Meeting held on 1 July 2019 be confirmed as a true and correct record of the meeting.

**CARRIED
8/0**

8.3 Executive Appraisal Committee Meeting held on 15 July 2019:

COUNCIL DECISION

498

MOVED CR S MILLS

SECONDED CR W COOPER

That the Minutes of the Executive Appraisal Committee Meeting held on 15 July 2019 be confirmed as a true and correct record of the meeting.

**CARRIED
8/0**

9 Referred Standing / Occasional / Management /Committee Meeting Reports:

Nil

10 Petitions:

Nil

11 Notices of Motion:

Nil

12 Reports - Community

Nil

13 Reports – Economic

Nil

14 Reports – Natural Environment

Nil

15 Reports – Built Infrastructure

15.1 Adoption of the City of Kwinana Parks Upgrade Strategy 2019-2029

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

This report seeks Council adoption of the City of Kwinana Parks Upgrade Strategy 2019-2029 (Attachment A).

The Strategic Community Plan 2017-27 recognises the importance of well-kept green spaces and, under Aspiration 4 - It's all here, states as Objective 4.2 that "The community has easy access to well equipped, quality parks and public open spaces".

The Parks Upgrade Strategy is a ten-year plan to guide the upgrade and renewal process of amenities in the City's Public Open Spaces (POS), to ensure that they are upgraded and maintained to an appropriate standard and in a holistic manner by coordinating renewal and upgrade projects simultaneously. The document is flexible in order to accommodate the desires of the community, particularly with the progression of place planning and details scope, budget, timeframes and roles within the organisation.

OFFICER RECOMMENDATION:

That Council adopt the City of Kwinana Parks Upgrade Strategy 2019-2029 as detailed in Attachment A.

DISCUSSION:

The Community Infrastructure Plan (CIP) recognises the importance of free community facilities, such as parks. Within the City of Kwinana, a new standard of park development has been established through new subdivisions constructed in the past ten years. While the parks of the pre-existing areas of Kwinana have generally served the community well, there is an obvious difference in finish and amenity between the parks in existing areas, and parks in new development areas. The difference in amenity and finish across parks, demonstrates the potential for well designed and constructed quality parks to encourage increased community participation in outdoor recreation. Upgrading existing parks over time, will assist with achieving increased participation in outdoor recreational pursuits across the whole Kwinana community.

The City currently manages park assets worth \$40 million; this includes just over 100 parks and 64 playgrounds. Over the next ten years, more than \$10 million of parks and playground asset renewals will fall due. The Asset Management Plan details the cost and delivery of these asset renewals.

Parks upgrades were previously determined through the Parks and Playground Strategy 2009-2012 followed by the Parks for People Public Open Space Upgrade Strategy 2013-2018. While these documents provided a plan for new and upgraded facilities, they did not account for the renewal requirements of existing parks, and the consequential opportunity to achieve better value for money and superior community outcomes.

15.1 ADOPTION OF THE CITY OF KWINANNA PARKS UPGRADE STRATEGY 2019-2029

This new strategy attempts to streamline park upgrades and the asset renewal process to create high quality outcomes for POS for the older areas of Kwinana (developed prior to 2010). It is linked to the Community Infrastructure Plan and informs the annual budgeting process.

The analysis section in this Strategy identifies parks that require upgrades to meet their classification standards, which are in accordance with the standards of the Department of Sport and Recreation, based on the size, catchment and function of the POS. It includes walkability maps for the City's POS to identify oversupply and gaps in the provision of POS. It then looks at existing plans and budgets, particularly the Long Term Financial Plan, and Ten Year Forward Works Plan from the Asset Management Plan, combining each into a single strategy, summarising approximate scope and cost.

The Strategy further defines the design approach based on the principles developed in the CIP, which are as follows:

- Equity and Access;
- Need and Demand;
- Maximising the Use of Existing Infrastructure;
- Consultation and Engagement;
- Co-location and Resource Sharing;
- Integration and Sustainability; and
- Timeliness and Flexibility.

The Strategy defines the roles and responsibilities within the organisation for the implementation of the upgrade projects.

Following the adoption of the Strategy, the document calls for the formation of a project team to audit existing POS, engage with the community on a broad level, and revisit priorities based on the outcomes of community consultation, including the outcomes of Place Making activities. Once the general scope of each upgrade and renewal is determined, concept and detailed plans can be developed and subjected to detailed consultation as required. The potential reclassification and rationalisation of POSs will also be looked at.

The key purposes of the Strategy are as follows:

- Provide a clear plan for future capital and operational works within POS to inform the Long Term Financial Plan;
- Streamline parks upgrades and the asset renewal process;
- Promote best practice, and continuous improvement, in regards to design and management of assets within POS; and
- Identify roles and responsibilities in the organisation for the implementation of parks upgrades.

LEGAL/POLICY IMPLICATIONS:

No legal/policy implications have been identified as a result of this report or recommendation.

15.1 ADOPTION OF THE CITY OF KWINANA PARKS UPGRADE STRATEGY 2019-2029**FINANCIAL/BUDGET IMPLICATIONS:**

The funding for the upgrade projects proposed in the Strategy are already included in the City's Long Term Financial Plan, although, the budgeted amounts may need some revisions based on the outcomes of the community engagement processes.

ASSET MANAGEMENT IMPLICATIONS:

The Strategy aligns with the Asset Management Plan by aligning upgrades and changes to asset renewals. If upgrades result in additional infrastructure, or higher value infrastructure, it could lead to an increased asset management burden.

Asset maintenance and renewal implications of proposed projects will be identified within the relevant Project Management Framework prepared for the Long Term Financial Plan, and any additional financial resources required would be considered as part of the annual budget allocation and adoption process.

ENVIRONMENTAL IMPLICATIONS:

The Strategy focuses on creating well-designed and manageable public open spaces. The design principles include the installation of water wise landscaping and trees for shade. The implementation of the Strategy will have positive environmental implications.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome/s and objective/s detailed in the Strategic Community Plan and the Corporate Business Plan.

Plan	Outcome	Objective
Strategic Community Plan	A unique identity	Objective 1.1 Develop and strengthen community identity to create a sense of belonging.
	Well-kept green spaces	Objective 4.2 The community has easy access to well equipped, quality parks and public open spaces
	Accessibility for everyone	Objective 1.9 Improve levels of disability access and inclusion throughout the community
Corporate Business Plan	A well maintained City	4.5 Actively improve the appearance of public areas and streetscapes throughout the City.

15.1 ADOPTION OF THE CITY OF KWINANNA PARKS UPGRADE STRATEGY 2019-2029**COMMUNITY ENGAGEMENT:**

In 2017, the City of Kwinana adopted the Strategic Community Plan based on a comprehensive community visioning process. When examining the aspirations of the Strategic Community Plan, it is evident that the many benefits of well designed and accessible POS are closely aligned with the aspirations of the community - 'Rich in spirit, alive with opportunities', 'Surrounded by nature' and 'It's all here'.

As part of this Strategy, the community will be engaged on a broader level to identify gaps between the current provision of POS and community expectations/needs for POS. Generally, this engagement will be undertaken as part of the Place Making process.

Once specific projects have been included in the Long Term Financial Plan and annual budgets are determined, detailed community engagement will be undertaken as part of the Project Management Framework.

Elected members were briefed on the Strategy at the 4 June 2019 Elected Member Briefing Session.

PUBLIC HEALTH IMPLICATIONS:

Well designed POS, with a high level of landscape amenity, have the potential to influence the health and well being of community in a number of positive ways. Implementation of the Strategy has the potential to:

- Encourage outdoor activity by providing welcoming environments for walking, playing and physical recreation; and
- Improve mental wellbeing, through exposure to nature and green spaces.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Park upgrades and asset renewals are not being coordinated efficiently. Funding for park upgrades allocated in an ad hoc manner, without consideration for project dependencies, project prioritisation or an overall vision for POS in Kwinana. This can result in funding which is not spent efficiently.
Risk Theme	Errors omissions delays Inadequate asset sustainability practices
Risk Effect/Impact	Financial
Risk Assessment Context	Strategic
Consequence	Moderate

15.1 ADOPTION OF THE CITY OF KWINANA PARKS UPGRADE STRATEGY 2019-2029

Likelihood	Possible
Rating (before treatment)	Moderate
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Adopt the Parks Upgrade Strategy, to ensure that a plan is in place to guide the allocation of funding to projects, which have been investigated, prioritised and strategically evaluated.
Rating (after treatment)	Low

COUNCIL DECISION

499

MOVED CR W COOPER**SECONDED CR M KEARNEY**

That Council adopt the City of Kwinana Parks Upgrade Strategy 2019-2029 as detailed in Attachment A, with the following changes:

- 1. Under the heading of 'Dog Exercise Areas' on page 37**
 - **At point 7, change the words "Wandi Dog Park, Wandii" to read "Darling Dog Park, Wandii; and"**
 - **Insert a new point 8 under point 7, to read "8. Davenport Park, Wandii."**
- 2. Under the heading of 'POS Embellishments' on page 28 amend the second 'a' on the first line to read 'as'.**

Note – That the Officer Recommendation has been amended due to corrections required within Attachment A, City of Kwinana Upgrade Strategy 2019-2029.

**CARRIED
8/0**

A photograph of a park landscape. In the foreground, a stream flows through a bed of rocks and reeds. To the left, a young tree stands on a grassy slope. The background is filled with dense green trees under a cloudy sky.

Parks Renewal and Upgrade Strategy 2019-2029



Document Control					
Rev No	Date	Revision Details	Author	Reviewer	Approver
1	05/2019	Draft for comment	NKJ		
2	06/2019	Version for review and adoption	NKJ		



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- 1.2 Background and Context

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- 2.2 Functions of Public Open Space
- 2.3 Types of Public Open Space
- 2.4 Elements of Public Open Space
- 2.5 POS Embellishments
- 2.6 Public Open Space in Kwinana
- 2.7 Provision of POS and walkability maps

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- 4.1 Implementation process
- 4.2 Where to from here?



Executive Summary

Infrastructure

By 2030, Kwinana will see an increasing number of new community and recreation facilities, as well as significant refurbishment of current amenities.

These community spaces have been well planned to meet community needs, and have been constructed to meet population growth. They have enabled the provision of more services and activities for youth, families and seniors, and have sustainable maintenance and running costs.

However, some of the City's existing Public Open Space (POS) amenities are outdated and in need of upgrades to meet current accessibility and contemporary design standards. The Community Infrastructure Plan has identified some upgrades required to supply current and future demand for POS.

This strategy takes into consideration existing POS established prior to 2010, located within the City's older suburbs. It aims to rationalise the provision of POS, and marry up the funds allocated to POS upgrades in the Long Term Financial Plan (LFTP) and scheduled renewals from the Asset Management Plan, to plan and implement a holistic process which combines the funds available, as well as the expertise of the various departments involved throughout the organisation, to create great outcomes for the City's public open spaces.

This strategy will be taken into account as part of the placemaking process, which is currently underway. The City's Place Plans are scheduled to be finalised in June 2020.



The strategy is divided into four sections, which are summarised as follows.

1. Introduction

This section explains the purpose of this document and provides the background and context to this document, identifies where it sits in relation to other strategies and sets the scope for its content.

The Strategic Community Plan recognises the need for accessible, well equipped and well kept green spaces for its residents in various aspirations, namely - Rich in Spirit, - Surrounded by Nature and - It's all here. The Strategic Community Plan is informed by the LTFP as well as the Asset Management Plan. The LTFP and the Asset Management Plan both inform this strategy.

2. Analysis

After investigating the importance of POS for mental and physical well-being for various user groups, and explaining the different functions and types of POS, this section looks at the elements of POS and the level of embellishment within existing POS, which differs depending on the POS classification. The POS embellishment matrix sets a standard for park amenities and ultimately identifies POS which currently do not meet classification standards.

This section also consults the City's Community Infrastructure Plan for an overview of the current supply of, and future demand for, public open spaces.

3. The Strategy

This section looks at current budget allocation in the LTFP and the Asset Management Plan and how they should be combined. It also outlines the design approach and principles to be applied to parks upgrades. The aim for POS in Kwinana is to provide a variety of spaces, which encourage play and healthy activity, are socially, economically and environmentally sustainable, and provide a place for interaction with nature.

Each POS upgrade shall commence with a park analysis, where opportunities and constraints will be identified. Community Engagement will follow this step.

Community engagement will be undertaken for each park prior to concept design, utilising the place making framework. During this process it needs to be verified that the existing asset is still relevant to the population in the park's catchment.

Concept designs will be developed based on the results of the consultations, although, as place making advances, concept design can commence earlier.

Following this, a detailed design brief is to be prepared, which will confirm the scope for detailed design and construction.

Throughout the life of the project, input from internal departments, such as Operations, Community Development, Engineering, Environmental Health, Building and Planning, may be required at any step of the design process. It is important to allow for this whenever it may be needed, to ensure that all requirements are addressed and any issues, which may arise, are identified early.

4. Implementation

This section outlines the timing for the proposed park upgrades based on the combined plans. It also determines which teams will be involved at which step of the project process.

The draft implementation schedule is shown below.

Financial Year	POS	Upgrade cost	Community Engagement and Marketing budget	Total cost
19/20	Harrison, Morrit	\$78,500+\$78,500	\$5,000	\$162,000
20/21	TBA - Dependent on place planning	\$155,000 (in LTFP)	\$5,000	\$160,000
21/22	Brandon Mews	\$96,000	\$5,000	\$101,000
22/23	Oakfield	\$108,000	\$5,000	\$113,000
23/24	Djilba	\$55,200	\$10,000	\$65,200
24/25	Moombaki + Sandringham	\$8,400 + \$56,400	\$5,000	\$69,800
25/26	Riley Park	\$180,000	\$5,000	\$185,000
26/27	Littlemore (Stage 1)	\$199,000	N/A	\$199,000
27/28	Littlemore (Stage 2)	\$107,000	\$5,000	\$112,000
28/29	Barney Court	\$66,000	\$5,000	\$71,000

Notes: Costs exclude GST and CPI. Costs allow for a 10% contingency and 10% design and project management recovery.

For each project, a project team will need to be established. The below table shows how and at what point of the project the various teams will be involved in parks upgrade projects.

Task	Responsible team	Assisted by
Organise site feature survey and assess site conditions	Landscape Architects	Parks Team Community Engagement Team
Engage stakeholders and develop design brief	Community Engagement Team	Landscape Architects
Develop concept design	Landscape Architects	
Review and endorse concept design	Community Engagement Team, Parks Team, Asset Management Team	Engineering, Environmental Health, Building and Planning
Develop detailed design and specifications	Landscape Architects	
Engage construction contractor	Landscape Architects	Procurement Team
Supervise construction	Landscape Architects	
Activation (if required)	Community Engagement Team	Marketing

This section also looks at further work required to get a detailed overview of the quality and provision of Kwinana's POS, such as an audit of POS, Community Engagement on a suburb level and the development of suburb level POS master plans.

1

Introduction

- 1.1 Purpose of this Document
- 1.2 Background and Context



1.1 Purpose of this Document

While the older suburbs of Kwinana have a good provision of POS areas, these may not always be attractive or functional, the grass areas often double up as drainage basins and there is a general lack of accessibility. While some of the POS have great unique settings, the embellishments are often old fashioned and repetitive.

In the numerous new subdivisions throughout the City, POS has been well planned to meet community needs, and have been constructed to match population growth. They have enabled the provision of more services and activities for youth, families and the wider community. They meet standards in regards to accessibility, and are developed with embellishments to suit their classification/size.

The latest Parks for People Public Open Space Upgrade Strategy expired in 2018; the purpose of this document was to lay out the planning and implementation for POS upgrades in Kwinana from 2013-2018.

This new strategy is aiming to deliver a planning and delivery instrument enabling the City to deliver high quality POS throughout Kwinana. It is based on a holistic approach, which focusses on linking asset management with park upgrades, based on community needs identified in the Community Infrastructure Plan, in order to deliver high quality, unique and diverse POS, which can be managed and maintained to a high standard.

It takes a strategic approach to the upgrade of existing parks and aims to:

- Outline the current standard of existing parks and changes required to bring them to the desired standard in accordance with the parks classification matrix;
- Streamline asset management renewal and upgrade projects;
- Determine the roles and responsibilities in the upgrade process including the community engagement process; and
- Guide the implementation process.

This document does not cover newer POS in the City's recently developed areas (developed since 2010) as the City's assessment and approval processes ensure that these POSs meet requirements in regards to access and appropriate embellishments.

1.2 Background and Context

The upgrades of parks in Kwinana have previously been planned in the Parks and Playground Strategy 2009-2012 and the Parks for People Public Open Space Upgrade Strategy 2013-2018. These documents did not consider the Asset Management Renewal Process, and consequently renewal projects and upgrade projects were misaligned. This strategy considers the City's existing planning documents, such as the Asset Management Plan and the Community Infrastructure Plan 2018, to create an informed and holistic approach to park upgrades.

City of Kwinana Integrated Planning Framework

The City has a number of plans and strategies in place, which provide the framework for the annual budgeting process.

The Local Government Act (1995) requires all local governments in Western Australia to adopt a Strategic Community Plan and Corporate Business Plan. The below diagram shows how the Strategic Community Plan is applied at the City of Kwinana.

The Parks Upgrade Strategy is linked to the Community Infrastructure Plan, which informs the Strategic Community Plan. The Community Infrastructure Plan recognises the importance of free community facilities, such as parks in Kwinana's older suburbs.



Context within the Strategic Community Plan 2017-27

Kwinana prides itself on its green open spaces and profusion of trees. This is reflected in the City's Strategic Community Plan 2017-2027, with the objective that the Community has easy access to well equipped, high-quality parks and open spaces. The City acknowledges the role that public open space has to play in creating vibrant and healthy communities, and aims to maintain high standards of public open space for its community.

The broader context of this document, within the aspirations and objectives outlined in the Strategic Community Plan 2017-27, includes the following:

Aspiration	Objective
<p>1. Rich in Spirit</p>	<p>A unique identity Objective 1.1 Develop and strengthen community identity to create a sense of belonging</p> <p>A City alive with activity Objective 1.2 Inspire and strengthen community spirit through community activities and events</p> <p>A sense of place and heritage Objective 1.8 Respect and promote Kwinana's unique heritage</p> <p>Accessibility for everyone Objective 1.9 Improve levels of disability access and inclusion throughout the community</p>
<p>3. Surrounded by Nature</p>	<p>A beautiful natural environment Objective 3.1 Improve conservation of biodiversity and protection of native vegetation.</p> <p>A water-wise City Objective 3.5 Encourage and exercise best practice water management</p> <p>A City adapted to climate change Objective 3.6 Understand the impacts of climate change and take a risk management approach to addressing these effects in future planning.</p>
<p>4. It's all Here</p>	<p>Great public places Objective 4.1 Residents are provided with a range of multifunctional community places and accessible recreation facilities</p> <p>Well-kept green spaces Objective 4.2 The community has easy access to well equipped, quality parks and public open spaces</p> <p>A well maintained City Objective 4.5 Actively improve the appearance of public areas and streetscapes throughout the City</p>

2

Analysis

- 2.1 Why Public Open Space is important
- 2.2 Functions of Public Open Space
- 2.3 Types of Public Open Space
- 2.4 Elements of Public Open Space
- 2.5 POS Embellishments
- 2.6 Public Open Space in Kwinana
- 2.7 Provision of POS and walkability maps



2.1 Why Public Open Space is important

What is Public Open Space?

Public Open Space is the overarching name for outdoor spaces provided for the community. There are several different types of POS, which can be used for a variety of functions/activities.

The term POS covers parks, playgrounds, sporting fields, walk trails, beaches and conservation areas. Some POSs fulfill only one function, while others serve multiple purposes.

The increase of higher density housing and properties with smaller backyards, make the provision of high-quality open spaces for public use more important than in the past.

Multiple users, such as sports groups, families with children and pet owners, use public spaces to recreate, socialise, exercise and play. Consequently, the design of POS must to evolve beyond the traditional park with grass and a swing set, to encourage people of all abilities to get outside and be active.

Well designed POSs have many benefits for the community, the environment and economic development, as they allow multiple uses throughout various times of the day, week and year. They have attractive amenities and are at the same time flexible enough to accommodate a wide range of activities.

The Importance of Play in Public Open Spaces

Parks and open space play an important role in the development of our children. Through play, children learn important social skills, rules and etiquette, coordination and motor skills, problem solving and decision making. Providing play spaces that are inclusive, varied, stimulate the imagination, and encourage creativity and exploration, will enhance our children's learning outcomes. (City of Kwinana, Parks for People 2013-2018)

Research supports these statements and demonstrates the need for varied play environments in our communities. Recent studies are showing that almost one quarter of Australian children are overweight or obese, with children spending an extra 6 hours at school per week, but with no extra physical education time (Martin 2011). One particular study has shown that children between the ages of 3-13 years are spending 27% of their time watching television compared to only 1% outdoors (Wells 2006). Further to this, a NSW paper has found that 37% of children are spending less than 30 minutes per day outside playing (Martin 2011). The implications for the health of our community, if these trends continue, are poor. However, the statistics stated provide an opportunity for Kwinana to be leaders in the supply of quality play spaces, providing abundant physical activity opportunities for its residents, and forming the built form needed to implement programs to increase activity.

Play is not just for children, and it is equally as important that we encourage teenagers, youth and adults to "play" in parks, and interact with their community. (City of Kwinana, Parks for People 2013-2018). Parks and public open spaces provide an ideal opportunity for social interaction, physical activity, social inclusion and community engagement, which are all essential for a healthy and connected community.

In order to provide exciting play opportunities for kids and adults, parks and open spaces need to provide opportunities for inclusion across all abilities and age levels, be inviting and safe environments, and encourage interaction with nature, animals and pets.

Nature Play

Studies are showing the importance green spaces are having with regard to mental health benefits, as well as the impact interaction with nature has on the development of children (PNAS, 2019). Research is indicating that playing in a natural environment:

- Stimulates the immune system, resulting in being sick less often;
- Increases physical activity levels and lowers the likelihood of being overweight;
- Improves language and collaboration skills;
- Reduces Attention Deficit Disorder; and
- Reduces bullying behaviour (Natureplay WA, 2010)

Contact with nature decreases stress, decreases anger and improves attention. A recent study showed that adults who went walking in a natural environment had lower blood pressure than those who went walking in an urban setting. Not only does nature have a positive effect on mental health, but studies have also shown that playing in a natural setting rather than urban landscapes, improves children's development of motor skills, coordination, balance and social skills.

As parks are potentially some children's only chance to come into contact with nature, it is important that parks provide the opportunity for children to interact with nature. This means that traditional lines between structured playgrounds and the surrounding nature need to be blurred. Kids should be encouraged to get dirty, play with sticks and sand, and parents need to let them (Natureplay WA , 2019).

Inclusion and Access to Public Open Space

Play spaces are intended to provide a diverse range of interactive, creative and physical challenges.

Play spaces should encourage play across all age brackets and encourage integrated play between age groups, people with disabilities and people from various cultures. At a minimum, the following age groups need to be catered for at the designated category of POS:

- Local Open Space – 0-8years.
- Neighbourhood Open Space – 0-12years
- District Open Space – all ages.

All parks should be linked to the neighbourhood via perimeter pathways that link all internal facilities. All play spaces must comply with the Disability Access and Inclusion Plan, as well as legislation, by providing access to the play space and interaction with some elements within the play space. Although not all areas will necessarily be accessible by all levels of abilities, this will allow children of all ages and abilities to interact within the same space and feel included in play.

Open grassed areas, or "kick about spaces", provide the opportunity for activities to develop spontaneously. They are important areas that must be considered: they allow for meeting, socialising and informal ball games. Informal play areas also provide important opportunities for imaginative and creative play. These areas should include natural areas, containing creative elements for play and stimulating activities. These elements could include water, sand, rocks, pebbles, grass, bark, logs, mounds, shrubs and trees (Natureplay WA , 2010).

Pets in Parks

Pet friendly parks should be accessible to all residents, to encourage positive interactions with their pets and community, social interaction, and active recreation. Pet friendly parks include designated dog exercise areas; but are not limited to these spaces, and should include the following features:

- Dog litter bags and bins;
- Pathways; and
- Signage encouraging responsible pet ownership.

Additional features that may attract pet owners to attend parks, with their pets, may include;

- Dog agility equipment; and
- Water fountains for both pets and owners.

In approved exercise areas, dogs may be allowed off the leash provided:

1. The owner remains close by and carries a leash;
2. The dog will come back when called; and
3. The owner can prevent the dog from rushing at strangers or other animals.



2.2 Functions of Public Open Space

Public Open Spaces fulfil a variety of functions. Some POSs have multiple uses, while others only have one. Some examples of these main functions are shown below.



2.3 Types of Public Open Space

Classifications

In an attempt to standardise the classification of public open space across the State, the Department of Sport and Recreation developed a framework for classification, which has been applied to parks in the City of Kwinana.

The classification system is intended to provide guidance on the level of service and maintenance requirements of open spaces.

Using this classification framework, public open spaces are classified by two key elements; namely function and catchment:

- | | |
|------------------------------------|--|
| 1. The function that they perform: | 2. The catchment area that they serve: |
| a) Sport spaces (Active) | a) Local |
| b) Recreation spaces (Passive) | b) Neighbourhood |
| c) Nature spaces (Dry) | c) District |
| | d) Regional |

Sport Spaces

Providing a setting for formal structured sport (active) activities.

Sport spaces enable formal structured sport activities, such as team competitions, physical skill development and training. Sport spaces are designed to accommodate the playing surface and infrastructure requirements of specific sports. People attend with the express purpose of engaging in organised sporting activity, training, competition or viewing as a spectator.

Recreation Spaces

Providing a setting for informal recreational (passive) and social activities.

Recreation spaces enhance physical and mental health through activity that provides relaxation, amusement or stimulation. Recreation spaces can be accessed by individuals or family and friends to play, socialise, exercise, celebrate or participate in other activities, which provide personal satisfaction or intrinsic reward.

Nature Spaces

Protecting and enhancing spaces with ecological and biodiversity values.

Spaces managed to protect and enhance environments with ecological and biodiversity values, such as bushland, coastal, wetlands and riparian habitats, and geological and natural features. These spaces provide opportunity for low-impact nature-based recreational activities, such as picnicking, bird watching, walking, cycling or exploring.

Local Open Space (LOS)

Local open spaces are small parklands that service the recreation needs of the immediate residential population.

Access

- <400m or 5 minute walk.

Size

- 0.4 to 1ha

Location/Design

- Are located within a five minute walk from surrounding residences.
- Provide recreation opportunities closest to home, primarily for young children.
- Exhibit good, safe pedestrian and cycling connections, which maximise accessibility and connectivity.
- Support good passive surveillance.
- Are responsive to natural site features.
- Assist in preserving local biodiversity.
- May have a swing set and seating and often a kick-about space.

Activities

- Children's play, dog walking, picnics, friends and family gatherings.
- Relaxation and rest spots.
- Casual team activities.
- Walking, running or cycling.

Neighbourhood Open Space (NOS)

Neighbourhood open spaces serve as the recreational and social focus of a community. Residents are attracted by the variety of features and facilities, and opportunities to socialise. Spaces can also protect specific conservation values.

Access

- Up to 800m or 10 minute walk.

Size

- 1 to 5ha

Location/Design

- Central to surrounding neighbourhoods.
- Exhibit good, safe pedestrian and cycling connections to maximise accessibility.
- Support good passive surveillance.
- Be responsive to natural site features.
- Build on sense of place.
- Can be co-located with schools to create a community hub and form part of an overall pedestrian and cycling network to connect key destination points.
- Are large enough to enable different activities and uses to occur simultaneously.

Activities

- NOS could include a combination of bushland, open parkland and activity spaces for casual play.
- Where possible, NOS should accommodate biodiversity principles and environmental management goals.
- NOS may include sport facilities, depending on ability to accommodate desirable field dimensions and necessary supporting amenity.

District Open Space (DOS)

District open spaces primarily provide for organised formal sport, recreation and conservation protection, for the surrounding neighbourhoods.

Access

- Up to 2km or five minute drive.
- Serves several neighbourhoods.

Size

- Generally 5 to 20ha

Location/Design

- Are located central to the catchment to maximise accessibility.
- Are located on district distributor roads with good passive surveillance.
- Are serviced by public transport networks.
- Accommodate the recommended dimensions and supporting amenity for formal sport and recreation.
- Are co-located with a school or other community facilities to create a community hub.
- Provide a significant visual break in the urban environment, particularly along major thoroughfares.

Activities

- Include a combination of bushland, open parkland for casual play and space for organised sport.
- Consist of sufficient space to accommodate a variety of concurrent uses, including: organised sports, children's play, picnics, exercising the dog, barbeques, social gatherings and individual activities.
- Accommodate multiple clubs.
- Where possible, DOS should serve to accommodate biodiversity principles and environmental management goals.

Regional Open Space (ROS)

Regional open space should accommodate significant and important recreation, organised sport, conservation and environmental features. ROS needs to achieve a balance of functions for surrounding districts.

Access

- Majority of users are likely to drive.
- Serves one or more geographical regions.

Size

- Dependent on function.
- Generally greater than 20ha.

Location/Design

- Location of ROS is usually determined by resource availability and opportunities to utilise and/or protect the space.
- ROS should be well connected to major road and public transport networks.
- ROS is allocated outside the structure planning process by the Western Australian Planning Commission in consultation with local government.
- Lighting, field and clubhouse facilities usually reflect the standard of competition.

Activities

- Areas allocated as ROS have the capacity to accommodate required field dimensions for junior and adult fixtures, and appropriate supporting amenity.
- ROS should be large enough to accommodate various concurrent uses, including organised sports, children's play, picnics, bush walking, and protection of environmental features.
- Where possible, ROS should accommodate biodiversity principles and environmental management goals.
- ROS is highly likely to attract visitors from outside any one local government area.

(Classification framework for public open space, Department of Sport and Recreation, 2012)



2.4 Elements of Public Open Space

Public Open Spaces fulfil a variety of purposes and are made up of a number of different elements which all together make up the space.

Some POSs contain multiple elements, some of which are shown below, while others only include one.



**SPORTING
FIELDS**

**WALK
TRAILS**

**NATURAL
BUSHLAND**

**BBQS AND
PICNIC
FACILITIES**

**PLAY
EQUIPMENT**

**KICKABOUT
AREAS**

SHELTERS

**DRINK
FOUNTAINS**

2.5 POS Embellishments

Elements in a POS, such as furniture, BBQs, play equipment and paths, are also referred to as embellishments. The number and type of embellishments that should be included in a POS is based on the classification of the POS, as shown below. It should be noted that some embellishments should always be used together, for example a BBQ should not be installed without a bin in the same POS. Also, some of Kwinana's existing local parks function as neighbourhood parks and are embellished accordingly.

	POS Classification										
	Function										
	Sport			Recreation				Nature			
	Regional	District	Neighbourhood	Regional	District	Neighbourhood	Local	Regional	District	Neighbourhood	Local
Size											
Embellishments											
Parking	Y	Y	O	Y	Y	O	N	Y	O	N	N
Pavilion	Y	O	N	O	N	N	N	N	N	N	N
Ablution	Y	Y	O	Y	O	O	O	O	N	N	N
Water Feature	O	O	O	O	O	N	N	N	N	N	N
Kerbing	Y	Y	O	Y	Y	Y	O	O	O	N	N
Play equipment	Y	Y	O	Y	Y	Y	O	O	O	O	N
Exercise Equipment	O	O	O	O	O	O	N	N	N	N	N
Shade sail	Y	Y	O	Y	Y	O	O	O	O	N	N
Shelter	O	O	O	Y	O	O	N	O	O	N	N
Public Art	O	O	O	O	O	O	N	O	O	O	N
Lighting	Y	Y	O	Y	O	O	N	O	O	N	N
Path (Accessible)	Y	Y	O	Y	O	O	O	O	O	O	O
walk trails	O	O	O	O	O	O	N	O	O	N	N
accessible seating	Y	Y	Y	O	Y	Y	O	Y	O	O	O
accessible picnic setting	Y	Y	O	Y	Y	O	O	Y	O	O	O
BBQ	Y	Y	O	Y	Y	O	N	O	O	N	N
drink fountain	Y	Y	O	Y	Y	O	N	O	O	N	N
bins	Y	Y	O	Y	Y	O	N	O	O	N	N
Sport equipment	Y	Y	Y	O	O	O	N	N	N	N	N
signage	Y	Y	O	Y	Y	O	N	Y	O	N	N
fencing	Y	Y	Y	Y	Y	O	O	Y	Y	Y	Y
bollards	O	O	O	O	O	O	O	N	N	N	N
gates	Y	Y	Y	Y	Y	Y	O	Y	Y	Y	Y
pedestrian chicanes	O	O	O	O	O	O	O	Y	Y	Y	Y
irrigation	Y	Y	Y	Y	Y	Y	O	O	N	N	N
turf (active/passive)	Y	Y	Y	Y	Y	Y	O	O	N	N	N
garden bed	Y	Y	O	Y	Y	O	O	O	N	N	N
natural bushland	O	O	O	O	O	O	O	Y	Y	Y	Y
natural wetlands	O	O	O	O	O	O	O	O	O	O	O
fire breaks	O	O	O	O	O	O	O	Y	Y	Y	Y

Y - required for this classification of POS

O - optional for this classification of POS

N - not desirable for this classification of POS

2.6 Public Open Space in Kwinana

Currently Kwinana has just over 100 public open space reserves across 17 suburbs. As Kwinana has evolved, so have the spaces that have been created, resulting in a variety of sizes, locations and amenity. Kwinana has an abundance of vibrant green open space, natural bushland and large pockets of nature interspersed throughout the growing suburbs. The nature reserves and large trees are a legacy, created to be enjoyed by Kwinana's growing population.

Kwinana prides itself on its green open spaces and profusion of trees. This is embedded in the City's Strategic Community Plan 2017-2027, which aspires for the Community to have easy access to well equipped, quality parks and open spaces. The City acknowledges the role that public open space has to play in creating vibrant and healthy communities, and aims to maintain high standards of public open space for its community. These open spaces should be:

- Inviting and attractive;
- Encouraging play and interaction across a variety of age groups (including adults), physical and mental abilities and cultures;
- Safe; and
- Meeting the aspirations of the community.

The CIP states that the City is experiencing rapid population growth that is set to continue for at least the next twenty years, with the most recent population forecasts indicating that in 2031, the City's population is forecast to reach 75,270. Based on the ABS 2017 Estimated Residential Population of 41,866, this represents an increase of 33,404, or a 56% increase in population.

The majority of the new residents will be living in the newly created residential areas east of the freeway, while the older suburbs will only experience some growth through infill developments.

The SEIFA Index of Disadvantage measures the relative level of socio—economic disadvantage, based on a range of Census characteristics. The index is derived from attributes that reflect disadvantage, such as low income, low educational attainment, high unemployment, and jobs in relatively unskilled occupations. A higher score on the index means a lower level of disadvantage; a lower score on the index means a higher level of disadvantage.

The City of Kwinana's SEIFA Index of Disadvantage score is 972, making it the most disadvantaged LGA in the metropolitan area, with a higher level of disadvantage than the average for WA and Australia.

At a suburb level, Medina has the highest level of disadvantage, followed by Calista, Orelia, Parmelia and Leda, all falling below the average for the City of Kwinana.

While the SEIFA scores are not comparable across Census years, because the components of the indices change, the ranking of suburbs can be used, and this indicates that the level of disadvantage has improved in Parmelia - Kwinana City Centre, and declined in Bertram (figures are derived from ABS Census 2016).

The level of socio—economic disadvantage has a major impact on the level of participation in sporting and recreational facilities, and community and cultural programs.

While the CIP states that areas of lower socio-economic disadvantage are likely to have a higher need for community facilities and services, usage and participation rates are lower in these areas and higher in more affluent areas. This highlights the importance of community facilities in areas of high socio-economic disadvantage, particularly those that are free, such as parks.

(Source: City of Kwinana Community Infrastructure Plan 2018).

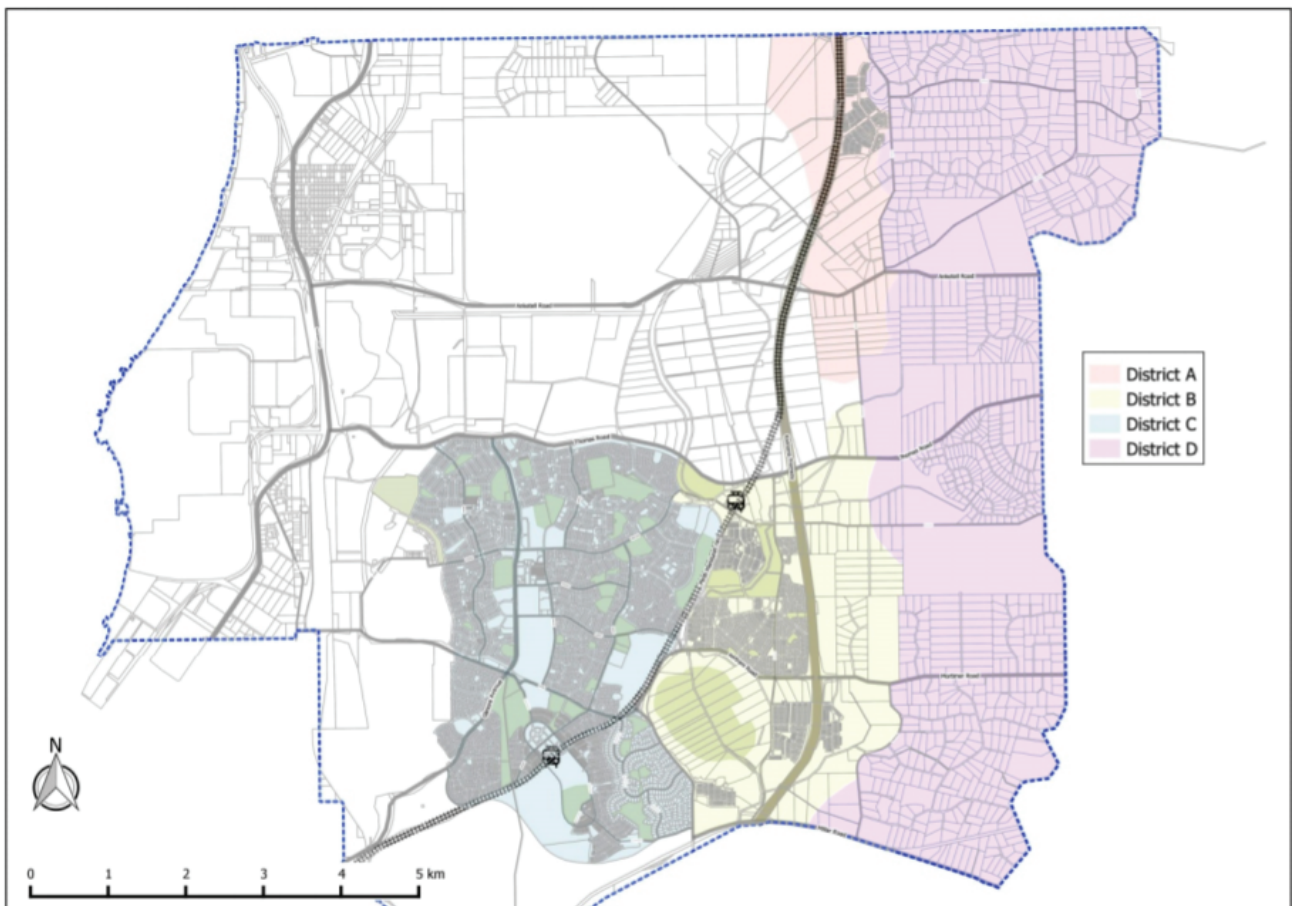
Current Supply and Future Demand of POS in Kwinana

Districts in the Community Infrastructure Plan

The Community Infrastructure Plan (CIP) divides Kwinana into four districts. District A includes Mandogalup, Wandi and Anketell North; District B consists of Casuarina, Anketell South, Wellard East, Wellard West and Bertram; District C is made up of Wellard, Leda, Medina, Orelia, Parmelia and Calista; and District D encompasses Wandi, Anketell, Casuarina and Wellard (rural areas east of the freeway).

The CIP looks at the provision and classification of parks provided in the districts, and determines whether the current supply is appropriate to cover demand from the community.

A desktop assessment of current supply and future demand of POS was undertaken as part of the CIP. In addition to this, mapping of walkability radii for each park was completed as part of the work undertaken for developing this strategy. Prior to the implementation of the planned POS upgrades, all existing parks will be assessed in more detail to determine if their current functionality and quality is adequate in relation to their classification and the embellishment matrix. This analysis will also include a review of the classification of each park to ensure that the provision of POS, and the facilities within the POS, is adequate to service the residents captured within the walkability radii, and any which may be excluded.



Current Supply and Future Demand of Local Parks in Kwinana

A local park provides a recreation space to accommodate the needs of the immediate surrounding local area, with a planning ratio of 1:1,200 and an indicative catchment of 400 metres or a 5 minute walk from most dwellings as per the Department of Sport and Recreation Guidelines. Local parks generally have a site area in the order of 0.5 hectare. They provide a basic level of infrastructure, such as a swing set and bench seating.

While a planning ratio of 1:1,200 people applies, when taking into account physical and geographic barriers, and achieving a local park within a walkable 400 metre catchment of most dwellings, it is likely that in some areas a lower ratio will be required to achieve this.

Further, from the following analysis, and with a total of 103 local parks, it appears that the City of Kwinana has exceeded the minimum requirements in terms of local parks. However, this is unlikely to be the case when taking into account physical barriers and the required walkable 400 metre catchment for local parks, particularly in newly developed or developing areas of the City where developers generally provide the minimum POS requirement, with parks often encumbered by drainage requirements, bush conservation needs and subdivision design/site gradient.

As a result of the factors outlined above, the following analysis of current supply and future demand should be considered as being indicative only.

Where local parks are marked with an asterisk, these parks have been identified as needing an upgrade. This has been determined by analysing the provision of facilities in the park compared to the standard set out in the POS Embellishment Matrix.

Local POS in District A

There are currently six local parks in District A and with a 2018 population estimate of 5,452 and a ratio of 1:1,200 people, this would suggest that five local parks are currently required. While this suggests there is an oversupply of one local park, this may not be the case when taking into account the requirement for a local park to be provided within a walkable catchment of 400 metres of most dwellings.

There is one local park in Mandogalup, namely

- Mandogalup Fire Station Reserve

There are five local parks in Wandi, namely

- Davenport Park
- Cycad Park
- Canunda Approach Reserve
- Woko Park
- Darling Park

With a 2031 population forecast of 13,792 for District A, this would indicate that a total of twelve local parks are required, and with the current provision of six local parks, this suggests that six additional local parks are required. However, additional local parks to this number may be required to achieve a local park within the required walkable 400 metre catchment of most dwellings, and the final number will only be evident at the local structure planning stage.

Local POS in District B

There are currently 18 local parks in District B, and with a 2018 population estimate of 14,075 and a ratio of 1:1,200 people, this would suggest that twelve local parks are currently required. While this indicates there is an oversupply of six local parks, this may not be the case when taking into account the requirement for a local park to be provided within a walkable catchment of 400 metres of most dwellings.

There are 15 local parks in Bertram, namely

- Ascot Park
- Belgravia Dampland
- Berry Park*
- Kendal Bend Reserve
- Ludlow Park
- Millbrook Park

- Chipperton Park
- **Daintree Park***
- Darton Loop Reserve
- Everglades Park
- Greenham Way
- Parkfield Park
- Prince Regent Park
- Sanctuary Reserve
- Squires Reserve

There is one local park in Wellard (West), namely

- Moonstone Park

There are two local parks in Wellard (East), namely

- Babbage Park
- Daybreak Park

With a 2031 population forecast of 25,709 for District B, this would indicate that a total of 21 local parks will be required, and with a current provision of 18 Local Parks, this suggests that a further three local parks are required. However, additional local parks to this may be required to achieve a local park within the required walkable 400 metre catchment of most dwellings, and the final number will only be evident at the local structure planning stage.

Local POS in District C

There are currently 70 local parks in District C, and with a 2018 population estimate of 26,123 and a ratio of 1:1,200 people, this would suggest that 22 local parks are currently required. While this indicates there is an oversupply of 48 local parks, this may not be the case when taking into account the requirement for a local park to be provided within a walkable catchment of 400 metres of most dwellings.

There are three local parks in Leda, namely

- English Park
- Rogan Park
- **Riley Park***

There are four local parks in Calista, namely

- Gawler Park
- Gale Court POS (Nature)
- **Harrison Park***
- Isaac Court POS

There are two local parks in the Kwinana Town Centre, namely

- **Town Park***
- Council Green

There are 13 local parks in Orelia, namely

- Borthwick Park
- Burke Place POS
- Dent POS
- Dowling Park
- Hennessy Park
- Maycock Park
- Menli Park
- Nathaniel Way
- Reilly Reserve
- Richard Park

- Jeffers Court Reserve
- Littlemore Park
- Rutherford Park

There are 23 local parks in Parmelia, namely

- Barney Park*
- Blackboy Rise POS
- Bournan Park*
- Brandon Park*
- Corrigin Heights POS
- Darkins POS
- Gamblin Way POS
- Hefron POS
- Hunt Park
- Ince Park
- Kirkland Park*
- Madfield Way POS
- Maple Vista POS
- McKanna Gardens POS
- Morrit Park
- Newstead Park
- Oakfield Park*
- Sicklemore (Tramway) Reserve
- Sutherland Reserve
- Sutherland South Reserve
- Warner Park
- Warner Road Sump Reserve
- Welbourne POS

There are 13 local parks in Medina, namely

- Bryan Mainwaring Reserve
- Budden Way park
- Chalk Hill POS
- Clark Place POS
- Herald Place Reserve
- Helymore Place POS
- Kellam Park
- Medina Laneway Reserve
- Oakley Hollow POS
- Partridge POS
- Ridley Green
- Ridley South POS
- Seabrook Way POS

There are twelve local parks in Wellard, namely

- Banksia Reserve
- Combs Reserve POS
- Cooper Street POS
- Crofter POS
- Holystone Reserve
- Millar Road Reserve
- Ryhill Park POS
- Combs Reserve POS
- Silverweave Reserve
- Southgate Park
- Weaver POS
- Wellard Road POS

With a 2031 population forecast of 35,000 for District C, this would indicate that a total of 30 local parks will be required, and with a current provision of 70 local parks this suggests that no further local parks will be required. However, these parks will need to be assessed for their walkability and classification to identify any surplus

Local POS in District D

District D is a semi rural area and has been excluded from this strategy, as this landuse does not fit into the park classification system, which is more applicable to urban and suburban areas.



The role of local parks for the community

The Community Infrastructure Plan includes some key principles for public open space planning, which identified the priorities for improvements and development of parks and public open space. An overview of the needs and issues identified by the strategy are outlined below.

- Local parks are one of the most basic provisions of social open space that the City of Kwinana can make, and are the simple, but important connectors of many communities. In some places, they are the only open space available to local residents without access to cars.
- Local parks provide the most common leisure opportunities for local residents. Leisure may be in play or informal games, exercise, social interaction, or quiet reflection. Local parks often support a range of age groups, so leisure opportunities should be available for a variety of ages appropriate to the community profile of the local area. Where this cannot be provided in one local park, an adjacent park should provide appropriate alternative opportunities.
- Local parks are a major contributor to play and creative opportunities for local children. Play is not limited to the equipment provided, but will also be encouraged by the provision of grassed surfaces, interesting landform and natural elements, and the retention of trees in the park.
- Amenity should be available through tree planting and seats. In some parks, shade will be provided by trees and, in some, by shelters.
- As the age profile of the local area changes, the range of leisure opportunities provided by local parks may also change to serve the local residents.

Current Supply and Future Demand of Neighbourhood Parks in Kwinana

Neighbourhood parks provide the opportunity for recreation, relaxation and are a focal point for community interaction for all age groups. They should include a well-designed play space with equipment and natural play opportunities, including both active and passive opportunities to assist children and young people (0 -12years+) develop their physical, cognitive and social skills.

An indicative catchment of 800 metres, or a 10 minute walk, from most dwellings applies, together with a planning ratio of 1:2,500 and a site area of 1.0 hectare as per the Department of Sport and Recreation Guidelines. While a planning ratio of 1:2,500 people applies, when taking into account physical and geographic barriers and achieving a neighbourhood park within a walkable 800 metre catchment of most dwellings, it is likely in some areas that a lower ratio will be required to achieve this.

Neighbourhood POS in District A

There are currently six neighbourhood parks in District A, and with a 2018 population estimate of 3,452 and a ratio of 1:2,500 people, this would suggest that two neighbourhood parks are currently required.

While this suggests there is an oversupply of four neighbourhood parks, this unlikely to be the case when taking into account the requirement for a neighbourhood park to be provided within a walkable catchment of 800 metres of most dwellings.

There six are neighbourhood parks in Wandi, namely

- Honeywood Park
- Labatt Gardens POS
- Litchfield Gecko Park
- Litchfield Luna Park
- Mornington Park
- Willandra Park

With a 2031 population forecast of 13,792 for District A, this would indicate that a total of six neighbourhood parks are required, and with a current supply of six neighbourhood parks this suggests that no further neighbourhood parks are required. However, additional neighbourhood parks may be required to achieve a neighbourhood park within the required walkable 800 metre catchment of most dwellings and the final number will only be evident at the local structure planning stage.

Neighbourhood POS in District B

There are currently eight neighbourhood Parks in District B, and with a 2018 population estimate of 14,075 and a ratio of 1:2,500 people, this would suggest that six neighbourhood parks are currently required. While this suggests there is an oversupply of two neighbourhood parks, this is unlikely to be the case when taking into account the requirement for a neighbourhood park to be provided within a walkable catchment of 800 metres of most dwellings.

There are four neighbourhood parks in Bertram, namely

- Centennial Park
- Cleopatra Park
- Moombaki Park
- Price Parkway

There are two neighbourhood parks in Wellard (West), namely

- Gemstone Park
- Epidote Vista Road Park

There are two neighbourhood parks in Wellard (East), namely

- Sunshine Park
- Indigo Bend Park

With a 2031 population forecast of 25,709 for District B, this would indicate that a total of eleven neighbourhood parks are required, and with a current supply of eight neighbourhood parks, this suggests that three additional neighbourhood parks will be required. However, additional neighbourhood parks may be required to achieve a neighbourhood park within the required walkable 800 metre catchment of most dwellings, and the final number will only be evident at the local structure planning stage.

Neighbourhood POS in District C

There are currently 23 neighbourhood parks in District C, and with a 2018 population estimate of 26,940 and a ratio of 1:2,500 people, this would suggest that eleven neighbourhood parks are currently required. While this suggests there is an oversupply of twelve neighbourhood parks, this is unlikely to be the case when taking into account the requirement for a neighbourhood park to be provided within a walkable catchment of 800 metres of most dwellings.

There are three neighbourhood parks in Leda, namely

- Djilba Park
- Feilman Park
- **Whyatt Green***

There is one neighbourhood park in Calista, namely

- Rhodes Park

There are two neighbourhood parks in Orelia, namely

- Sandringham Park
- **Varris Way Park***

There are two neighbourhood parks in Parmelia, namely

- Peace Park
- Skottowe Park

There are three neighbourhood parks in Medina, namely

- Apex Rotary Park
- Hewison Park
- **Harry McGuigan Park***

There is one neighbourhood park in Naval Base, namely

- Challenger Beach — with public toilet

There are three neighbourhood parks in Wellard, namely

- Abingdon Park
- Boyne Park
- Brentford Park
- Maldon Park
- Pimlico Gardens
- Rushbrook Park

- Coleford Park
- Gemstone Park
- Henley Reserve
- Sunrise Park
- Wellard Park

With a 2031 population forecast of 35,000 for District C, this would indicate that 14 neighbourhood parks are required, and with a current provision of 23 neighbourhood parks this suggests that no further neighbourhood parks are required. However, these parks will need to be assessed for their walkability and classification to identify any surplus.

(Source: City of Kwinana Community Infrastructure Plan 2018)

Neighbourhood POS in District D

District D is a semi rural area and has been excluded from this strategy, as this landuse does not fit into the park classification system, which is more applicable to urban and suburban areas.

Current Supply and Future Demand of District Parks in Kwinana

District open space primarily provides for organised formal sport. The provision and upgrade of District POS is covered in detail within the CIP.

Dog Exercise Areas

There are currently seven approved dog exercise parks across Kwinana. To improve accessibility and encourage responsible pet ownership in the community, it is recommended that there is at least one dog exercise area in each suburb. Providing easily accessible dog exercise areas will encourage owners to use these allocated areas rather than unsuitable parks (ie. sports grounds or schools). Current dog exercise areas in the City of Kwinana are:

1. Harry McGuigan Park, Medina;
2. Littlemore Park, Orelia;
3. Skottowe Parkway, Parmelia;
4. Wellard Park, Homestead Ridge;
5. Peace Park, Parmelia;
6. Sloans Reserve, Leda; and
7. Wandi Dog Park, Wandi.

It is recommended that approved dog exercise parks also be designated within the following suburbs and that all approved dog exercise areas be provided with appropriate signage to increase public awareness:

1. Anketell;
2. Bertram;
3. Calista;
4. Casuarina;
5. Mandogalup; and
6. Wellard.

2.7 Provision of POS and walkability maps

In order to establish if the provision and location of POS in Kwinana is appropriate, walkability maps have been created. These maps are showing the walkability radii for the parks in Kwinana, based on their classifications, as determined in the Community Infrastructure Plan.

Public land which is not listed in the Community Infrastructure Plan as being POS, has been excluded from the walkability maps. This land is not considered to fall within the definition of POS and is not considered to provide recreational opportunities for the community.

It is to be noted that the radii do not take physical barriers such as major roads, railway lines or waterbodies, into consideration, and that certain street layouts, such as cul-de-sacs, can increase the actual distance that will need to be travelled in order to reach the POS.

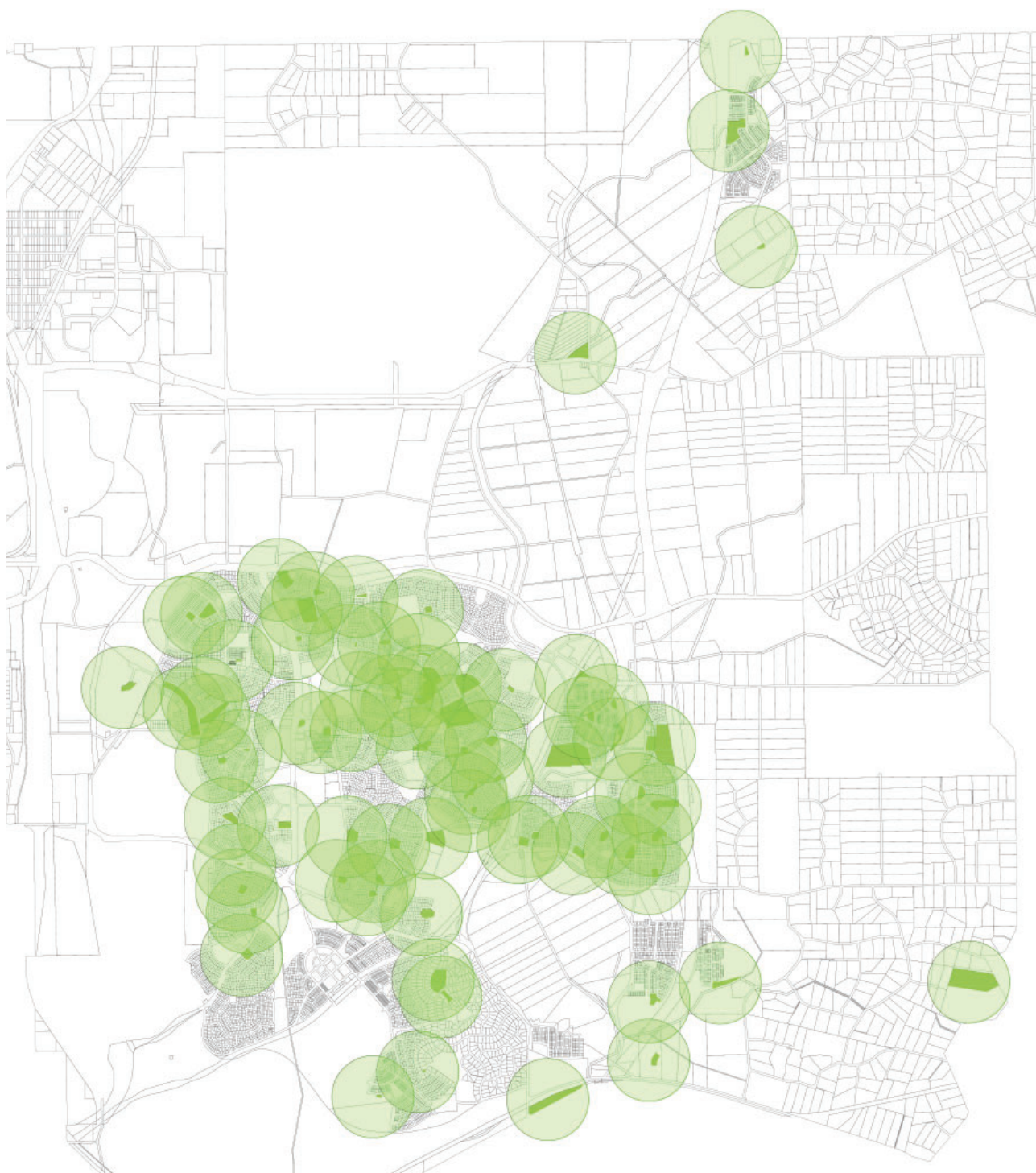


Provision of local parks

Each green circle represents the 400 meter walkability radius for a local park. It shows that the majority of residential areas of Kwinana are within 400 meters of a local park.

It also shows that some areas have an oversupply of local parks, where the radii overlap.

It is to be pointed out that some areas, which are lacking walkable access to a local park, may be within 400 meter walking distance of a neighbourhood park, and, therefore do not have the need for a local park in the vicinity.

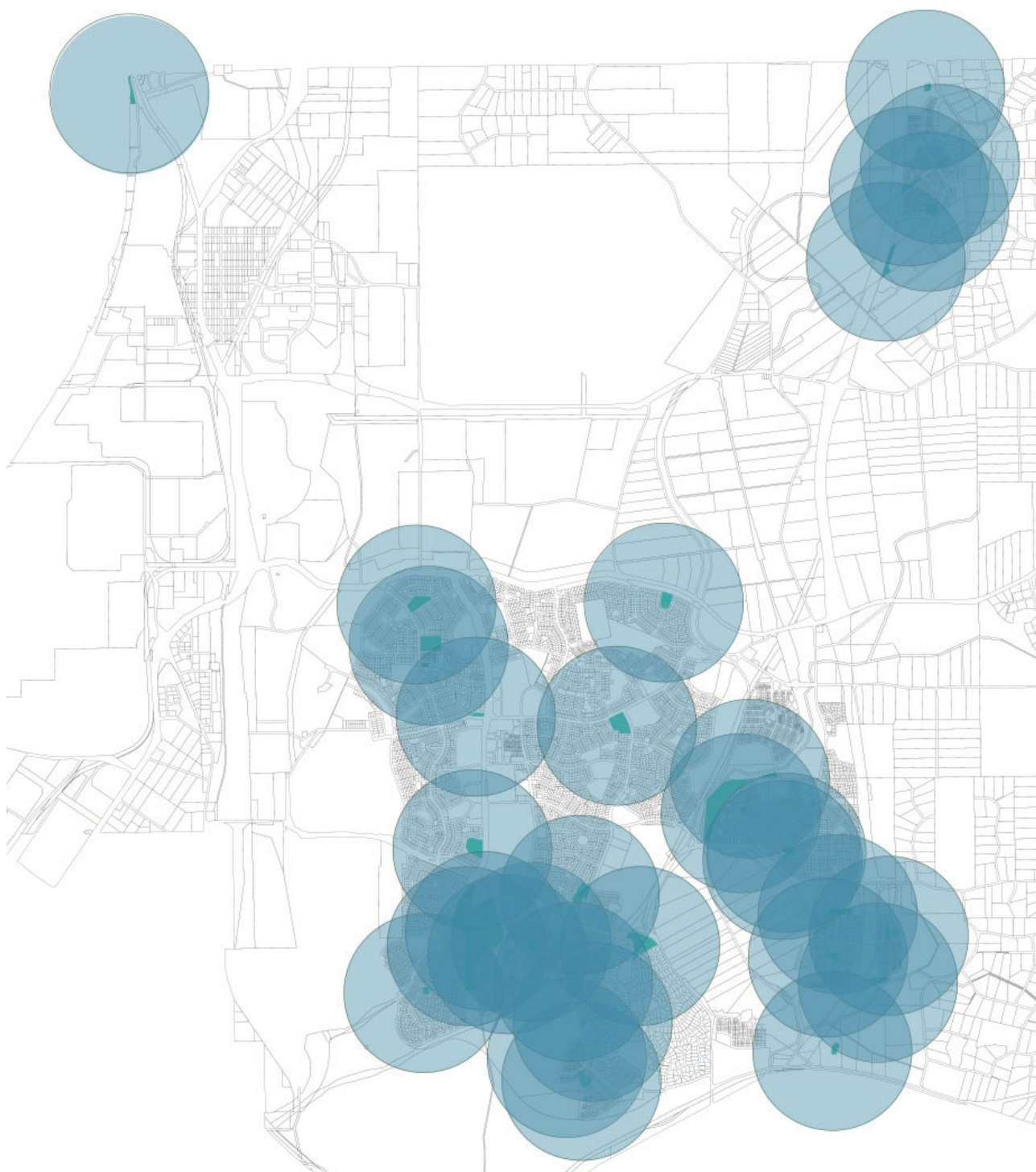


Provision of neighbourhood parks

Each blue circle represents the 800 meter walkability radius for a neighbourhood park. It shows that the majority of residential areas of Kwinana are within 800 meters of a neighbourhood park.

It also shows that some areas have an oversupply of neighbourhood parks, where the radii overlap.

However, some areas are outside the walkability radius of a neighbourhood park. Most of the areas that do not have a neighbourhood park within an 800 meter radius, have a good supply of local parks within their walkability radius.



Combined coverage of POS

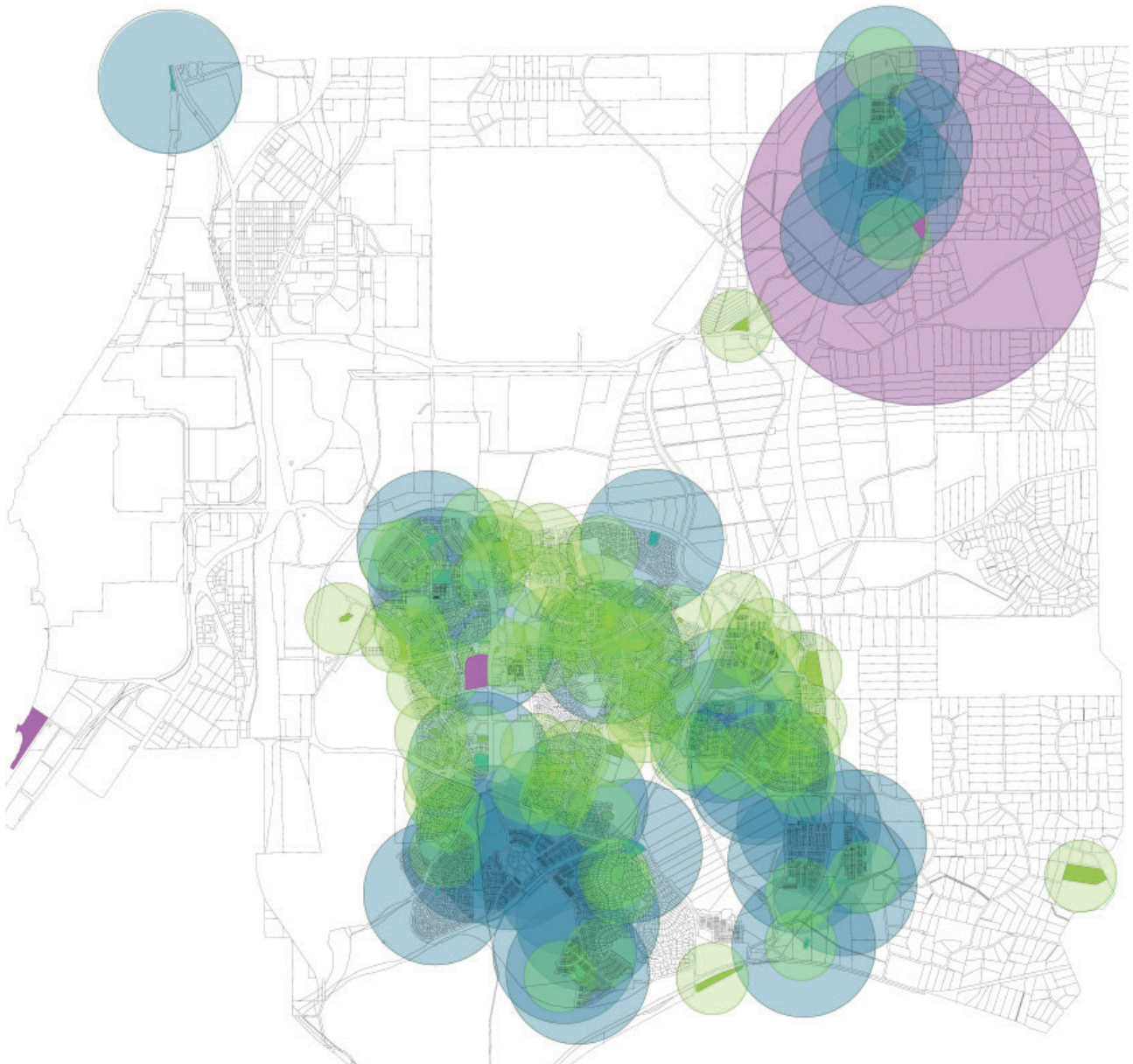
The following map shows the combined coverage of local and neighbourhood POS.

In addition to these, the purple areas represent the Adventure Park at Calista Oval, and Wells Park, which do not have walkability radii assigned to them, as their classification as regional open spaces (ROS) allows for the majority of users to travel by car to access these spaces.

The Wandri Playing Field POS is also shown in purple. It is classified as a district level POS and is therefore shown with a 2km radius.

Based on this map, it can be said that Kwinana generally has a good provision of POS. Quite a few areas have an oversupply of POS, and only a very small number of properties in the residential areas of Kwinana do not have walkable access to POS.

A more in-depth study of each park is required to confirm efficacy and walkability to individual properties.



Additional Findings

The City's existing parks have been assessed in a desktop study regarding walkability and the results are shown in the maps above.

During the mapping process it became apparent that some POS may have classifications assigned to them in the Community Infrastructure Plan that are not appropriate.

These POSs need to be assessed further to establish whether they need to be upgraded to meet a gap in the provision of appropriate POS or if their classification may need to be reconsidered.

As part of the placemaking process, the classification and possible rationalisation of POS, will be determined. The final use of individual reserves will be defined based on community need for recreation, exercise, meeting spaces and the natural spaces. An outcome of this process is likely to be the removal of some land from the POS classification due to its unsuitability for a useful community purpose.



3

The Strategy

- 3.1 Overview and Approach
- 3.2 Existing Plans and Budgets
- 3.3 Design Approach
- 3.4 Design Principles

3.1 Overview and Approach

In order to create a Parks Upgrade Strategy for the next ten years, it is necessary to consider the existing and desired levels of embellishments and appropriate expenditure for the POS classifications.

Where the need for upgrades has been identified, the ten year Parks and Reserves Capital Works Program and Long Term Financial Plan need to be consulted to establish priorities, in order to schedule required upgrades of public open spaces so they are streamlined with renewals where possible.

The City's Place Plans, which are scheduled to be completed by June 2020, will also need to be considered as the work undertaken as part of this strategy will link into the place-making process.

The next step is to outline the design approach for POS upgrades and to establish roles and responsibilities for the implementation of the upgrades/renewals.



3.2 Existing Plans and Budgets

The Long Term Financial Plan (LTFP)

The City of Kwinana's Long Term Financial Plan is an important financial tool, as it strives to achieve the strategies set out in the Strategic Community Plan.

The LTFP is part of the City's ongoing commitment to an integrated approach towards planning for the future of the City. It provides the Council and the community with a picture of the City's long term financial circumstances, and assists to meet the strategic outcomes and objectives. The public open space upgrades currently have funds allocated as per the below table:

Financial Year	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
Funds allocated to Public Open Space Upgrades in LTFP (figures in thousands dollars)	162	166	170	174	179	186	192	199	206	213

The Asset Management Plan and the ten year forward works plan

The City currently manages park assets worth \$40 million. This includes just over 100 parks and 64 playgrounds. Over the next ten years, more than \$10 million of parks and playground asset renewals will fall due. The Asset Management Plan details the cost and delivery of asset renewals.

As part of the Asset Management Plan, the City's Asset Management Team has created a ten-year Parks and Reserves Capital Works Program, which stipulates the timing and budget for asset renewals.

Combining scheduled playground renewals and upgrades

In order to establish a plan to combine upgrades and renewals so that they are being undertaken at the same time, or as close together as possible, the LTFP and ten-year Parks and Reserves Capital Works Program have been combined into one program, showing scheduled renewal dates and amounts, as well as the scope and funds required to upgrade the POS to meet the standards set for their relevant classification.

This program approximates the timing of upgrades with renewals and the total budgets required. However, some flexibility will have to be allowed in order to consider the results of the placemaking process and changing needs and desires of the community.

Scheduled playground renewals and POS upgrades

The table below shows the combined cost for renewals and upgrades of parks scheduled for renewal from 2021/22 until 2027/28. The scope of upgrades required is based on the minimum standard of the embellishment for the relevant classification of POS.

POS Name	POS Classification	Playground due for renewal	Renewal Budget
Rhodes Park	District	21/22	\$32,600
Brandon Mews Park	Local	22/23	\$35,000
Fielman Park	Local	22/23	\$16,900
Ince Park	Local	22/23	\$26,700
Oakfield Park	Local	22/23	\$35,000
Bertram Community Centre Playground	District	24/25	\$29,800
Orelia Oval Playground	District	24/25	\$119,700
Peace Park Dog Park	District	24/25	\$21,400
Rhodes Park	District	24/25	\$70,400
Thomas Oval Playground	District	24/25	\$69,600
Wandi Oval Reserve	District	24/25	\$47,400
Centennial Park	Neighbourhood	25/26	\$61,200
Djilba Park	Neighbourhood	25/26	\$39,000
Maldon Park	Neighbourhood	25/26	\$103,600
Moombaki Park	Neighbourhood	25/26	\$35,000
Rushbrook Park	Neighbourhood	25/26	\$90,400
Sandringham Park	Local/Neighbourhood	25/26	\$154,000
Whyatt Green	Neighbourhood	25/26	\$10,900
Riley Park	Local	20/21	\$32,500
Ascot Park	Local	25/26	\$45,600
Berry Park	Local	25/26	\$45,400
Bournan Park	Local	25/26	\$49,100
English Park (Leda Hall)	Local	25/26	\$42,000
Hunt Park	Local	25/26	\$54,100
Rutherford Park	Local	25/26	\$41,400
Littlemore POS	Local	25/26	N/A
Everglades Park	Local	25/26	\$80,700
Barney Court Reserve	Local	25/26	\$54,000
Sloans Reserve	District	27/28	\$48,100

Upgrades to POS required to reflect classification	Upgrade cost	Total cost
-		
relocate and upgrade playground incl. softfall, upgrade park furniture and landscaping	\$96,000	\$131,000
-	-	-
-	-	-
upgrade playground incl. softfall, upgrade park furniture and path network	\$108,000	\$143,000
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
Park furniture, shelter, upgrade to Basketball court, path network	\$55,200	\$94,200
-	-	-
upgrade to rubber softfall to playground to create accessibility	\$8,400	\$43,400
-	-	-
upgrade playgrounds, shade, BBQ, bins, shelter	\$56,400	\$201,400
-	-	-
upgrade to rubber softfall to playground to create accessibility	180,000	\$212,500
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
upgrade to Neighbourhood Recreation - install new playground, paths, park furniture, landscaping	\$306,000	\$306,000
-	-	-
upgrade playground incl. softfall, shade sails, park furniture and shelter	\$66,000	\$120,000
-	-	-

3.3 Design Approach

A holistic design approach to POS upgrades and renewals, which focuses on the layout and function of the park in its entirety, rather than treating each element of the park as a separate project or upgrade, is proposed.

The City should aim to create modern, sustainable, inspiring and functional POS, with varied opportunities to use the POS.

To adopt a holistic approach, upgrades to existing POS should be integrated with other required projects, such as drainage modification, renewal to playgrounds and park furniture, and urban infill subdivisions. This would ensure that a polished and complete upgrade is achieved. Development in or around POS should be seen as an opportunity to improve the overall function, aesthetics and useability of a POS area. For example, improving the drainage function of a drainage sump presents an opportunity to employ Water Sensitive Urban Design techniques and allows the sump to function, not only as a stormwater detention system but also as useable POS. A playground coming to its end of life should not simply be removed and replaced, but the whole play area of that POS should be examined and play opportunities improved through design.

In order to create inspiring and interesting parks, it is important to identify and enhance key characteristics of the City's existing POS – characteristics which help to define that park, and set it apart from the rest. An effort should be made to discover a point of difference or something unique in each POS, which can be enhanced through design, in order to help establish character and a sense of place within each park. This will help the community to differentiate parks from one another, and allow individual parks to be memorable and interesting.

Aims for POS in Kwinana are to:

- Provide a variety of spaces which encourage play and healthy activity;
- Ensure parks are socially, economically and environmentally sustainable;
- Provide a place for inspiring interaction with nature;
- Create a network of POS to encourage walking and cycling;
- Apply waterwise and Water Sensitive Urban Design principles;
- Enhance and increase biodiversity; and



- Identify and develop a sense of place.

The above criteria should be assessed in relation to the requirements of the catchment and function classification of the POS.

Park analysis

A Park analysis needs to be undertaken prior to any upgrades, which should address:

- Residents within walkability catchment
- Surrounding POS and facilities;
- Access points;
- Safety;
- Existing environment;
- Point of difference;
- Sense of place;
- Existing condition of facilities and infrastructure;
- Existing condition of play opportunities;
- Existing condition of soft landscaping and trees;
- Shade;
- Aesthetics;
- Layout and usability;
- Accessibility;
- Sustainability;
- Water use; and
- Biodiversity.

This will assist in identifying opportunities and constraints, and also potential stakeholders.



Opportunities and Constraints

Each element of the analysis should be examined to identify opportunities for improvement and constraints, which may restrict these opportunities and the ability to reach the desired outcomes.

Community Engagement

This strategy provides a guide for the upgrade of parks and establishing community need for POS provision across Kwinana. It captures community feedback for need in parks, however, there will be circumstances where the community will need to be consulted further, these include:

- Where the current classification of a park will be reconsidered;
- Where a specific need for a park needs to be established; and
- Where the community has requested changes outside of the scope of this strategy in the placemaking process.

Sufficient time and funding for thorough community engagement should be scheduled into the project plan for each park. Community input should be considered at all stages of the design process, and used to guide the vision and concept of the POS.

One of the main reasons for this engagement is the requirement to check if the current POS and its embellishments are still suitable for the people who live in its catchment area and use the POS. As a result of this process, the scope of the project may change.

Concept Designs

The development of concept plans, which depict the overall vision for the park, can be included in the engagement process. These should be presented for comments from internal and external stakeholders, and once a final concept design has been agreed on, it can progress to detailed design and development of specifications.

Detailed Design Brief

A design brief, developed from results of the park analysis and the community engagement process, is to be provided prior to the final design stage, to confirm the scope of the project.

Construction

Input from internal departments, such as Operations, Community Development, Engineering, Environmental Health, Building and Planning, may be required at any step of the design process. It is important to allow for this whenever it may be needed, to ensure that all requirements are addressed, and any issues which may arise are identified early.

3.4 Design Principles

As part of the Community Infrastructure Plan, a number of principles were formulated to guide the development of the CIP. These have also been utilised to guide the implementation of this strategy. These principles set out the underlying philosophy that should be followed in the planning, design and provision of community infrastructure.

Equity and Access

All members of the community, regardless of income, gender, background, age, cultural background or disability, should have fair and equal access to community infrastructure.

Need and Demand

The provision of community infrastructure should be based on sound evidence of need and established priorities, with resources being allocated in accordance with these priorities.

Maximising the Use of Existing Infrastructure

The capacity and use of existing community infrastructure should be maximised in addressing the needs of the current and future population.

Consultation and Engagement

The community and all relevant stakeholders should be consulted and engaged in community infrastructure planning and provision.

Co-location and Resource Sharing

Community infrastructure should be located to optimise land efficiencies, sharing of resources and the creation of active community 'hubs'.

Integration and Sustainability

Community infrastructure should be integrated with land use and transport planning, and should be designed and provided in an environmentally sustainable manner.

Timeliness and Flexibility

Community infrastructure should be planned and provided in a timely manner, to ensure facilities are available when needed, and that facilities can adapt to meet changing community needs.

The design principles that are to be applied to POS upgrades need to aim to improve existing POS, to reiterate the value of parks as important places, and the importance of being outdoors and keeping active.

POS should be inviting and attractive, diverse and unique, taking into consideration every park's unique topography and features. An accessible and easy to navigate path network, and the placement of park furniture at appropriate locations, will lead people into and through the space, and legible POS signage, and even public art, will assist this and improve the perception of a safe environment.

Playgrounds need to be safe – but allow for some risks to be taken - and allow for organised and free play to occur. This can be achieved by combining some accessible play equipment and nature play elements. They need to cater for a variety of age groups (including adults), physical and mental abilities, and cultures, in order to create spaces that can meet the needs of the entire community.

Park furniture needs to be accessible and flexible to suit a wide range of user-groups, but it should also be easily fixable or replaceable, should the need for repairs arise, because any designs need to ensure that the created assets are manageable for the City. This can be achieved by installing hard-wearing park furniture and play elements but also by selecting vegetation that is long-living, hardy, waterwise and creates shade.



4

Implementation

4.1 Implementation process

4.2 Where to from here?

4. 1 Implementation process

Based on the information from the LTFP and the ten-year forward works program, the following list has been developed, outlining the likely timing for the implementation of this strategy.

This timing will permit the upgrade to occur with the renewal as scheduled in the ten-year forward works program. There are no playground renewals scheduled in some years; in these years the funds should be used to upgrade POS where assets have recently been renewed. These POSs will be identified from the asset management plan or through the placemaking process.

Financial Year	POS	Upgrade cost	Community Engagement and Marketing budget	Total cost
19/20	Harrison, Morrit	\$78,500+\$78,500	\$5,000	\$162,000
20/21	TBA - Dependent on place planning	\$155,000 (in LTFP)	\$5,000	\$160,000
21/22	Brandon Mews	\$96,000	\$5,000	\$101,000
22/23	Oakfield	\$108,000	\$5,000	\$113,000
23/24	Djilba	\$55,200	\$10,000	\$65,200
24/25	Moombaki + Sandringham	\$8,400 + \$56,400	\$5,000	\$69,800
25/26	Riley Park	\$180,000	\$5,000	\$185,000
26/27	Littlemore (Stage 1)	\$199,000	N/A	\$199,000
27/28	Littlemore (Stage 2)	\$107,000	\$5,000	\$112,000
28/29	Barney Court	\$66,000	\$5,000	\$71,000

Project Team

In order to achieve the best outcome for the implementation of this plan, a project team will need to be established, for the upgrade of each POS, including members from various teams within the City. The roles and responsibilities of the team members, from these departments, are as outlined in the following table, but can be varied if a specific project requires.

Role of Placemaking

As the City works through the development of place Plans, the focus of POS generally and specific POS is likely to change. The program above is a preliminary program, pending the determination of the needs and desires of the community through the placemaking process. As the place plans develop, the current draft timing and scope will change, as will the classification of individual POS.

Two Year process

Detailed community engagement for each project is to be undertaken in the financial year prior to construction, in order to allow a full twelve months for procurement and construction, whilst still giving sufficient time to engage with the community in a meaningful manner.

The first year of the process includes a site feature survey to provide base drawings to be used in the community engagement process and will be used to create detailed design drawings later on.

The cost for community engagement and marketing has been set at \$5,000 per project. This figure needs to be reviewed after implementation to gauge if it is appropriate.

	Task	Responsible team	Assisted by
Year 1	Organise site feature survey and assess site conditions	Landscape Architects	Parks Team Community Engagement Team
	Engage stakeholders and develop design brief	Community Engagement Team	Landscape Architects
	Develop concept design	Landscape Architects	
	Review and endorse concept design	Community Engagement Team, Parks Team, Asset Management Team	Engineering, Environmental Health, Building and Planning
Year 2	Develop detailed design and specifications	Landscape Architects	
	Engage construction contractor	Landscape Architects	Procurement Team
	Supervise construction	Landscape Architects	
	Activation (if required)	Community Engagement Team	Marketing

Each upgrade project will follow this process to ensure that the community is engaged properly, and the funds are spent in a purposeful manner meeting community needs, while meeting all relevant standards, and being designed and built in a professional manner.

Various teams from within the City, including those that will manage the newly created assets, will be involved in some stages of the projects, to provide their expertise. This will minimise oversights, and ensure that the design principles of manageability and sustainability are being achieved.



4. 2 Where to from here?

A project team will be formed to undertake some groundwork to assist in the implementation of this strategy as further investigations will have to be undertaken to get a detailed overview over the quality and provision of Kwinana's POS. Key steps are as below:

- Undertake an audit of POS to confirm the provision and quality of park embellishments, including accessibility requirements and connecting path networks, and to identify gaps in the provision of park amenities.
- Reconsider the current classifications of POS as part of the place planning process.
- Consider the rationalisation of parks to combat oversupply causing a drain on the City's resources.
- Engage with the Community on suburb levels with the expertise of the City's Place Leaders to identify community needs, provide a broad scope and timing for park renewals and upgrades.
- Develop suburb level POS master plans.

This work will be undertaken in 2019/20 and based on the outcomes of this process the priorities and timing of the implementation process may need to be reconsidered. Further, newer developments currently not included in this strategy (built since 2010) need to be assessed to confirm if they meet POS embellishment standards, as these newer POS will be included in future versions of this document, if required.







ADMINISTRATION

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admin@kwinana.wa.gov.au

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16 Reports – Civic Leadership

16.1 Budget Variations

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

To amend the 2019/2020 budget to reflect various adjustments to the General Ledger with nil effect to the overall budget as detailed below. Due to the nature of these variations, they fall outside the annual budget review.

OFFICER RECOMMENDATION:

That Council approves the required budget variations to the Adopted Budget for 2019/2020 as outlined in the report.

NOTE: AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

ITEM #	DESCRIPTION	CURRENT BUDGET	INCREASE/ DECREASE	REVISED BUDGET
1	Capital Expense – Transportation Vehicles – Replacement City Assist vehicle 1GJN991	Nil	(56,500)	(56,500)
	Reserve Transfer – Transportation Vehicles – Replacement City Assist vehicle 1GJN991 – Plant and Equipment Replacement Reserve	Nil	56,500	56,500

A City Assist vehicle has been written off and is required to be replaced as part of an insurance claim. A budget variation is required to recognise the purchase of a replacement vehicle for Volkswagen Amarok utility 1GJN991 which will be funded from the Plant and Equipment Replacement Reserve. It will be proposed as part of the interim June Financial Report that the insurance reimbursement received in the 2018/2019 financial year (\$46,269) will be transferred to the Plant and Equipment Replacement Reserve.

LEGAL/POLICY IMPLICATIONS:

The *Local Government Act 1995* Part 6 Division 4 s 6.8 (1) requires the local government not to incur expenditure from its municipal fund for an additional purpose except where the expenditure-

16.1 BUDGET VARIATIONS

(b) is authorised in advance by resolution*

“additional purpose” means a purpose for which no expenditure estimate is included in the local government’s annual budget.

*requires an absolute majority of Council.

FINANCIAL/BUDGET IMPLICATIONS:

The financial implications are detailed in this report.

ASSET MANAGEMENT IMPLICATIONS:

The allocation of funds towards the upgrading and purchase of City assets will be included in the City’s Asset Management Strategy.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business Performance	5.4 Ensure the financial sustainability of the City of Kwinana into the future

COMMUNITY ENGAGEMENT:

There are no community engagement implications as a result of this report.

PUBLIC HEALTH IMPLICATIONS

There are no public health implications as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	The City does not manage its finances adequately and allows budget expenditure to exceed allocation and the City then finds itself unable to fund its services that have been approved through the budget process
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16.1 BUDGET VARIATIONS

Risk Theme	Failure to fulfil statutory regulations or compliance Providing inaccurate advice/information
Risk Effect/Impact	Financial Reputation Compliance
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Rare
Rating (before treatment)	Low
Risk Treatment in place	Reduce (mitigate risk)
Response to risk treatment required/in place	Submit budget variation requests to Council as they arise, identifying financial implications and ensuring there is nil effect on the budget adopted
Rating (after treatment)	Low

COUNCIL DECISION**500****MOVED CR S LEE****SECONDED CR S MILLS**

That Council approves the required budget variations to the Adopted Budget for 2019/2020 as outlined in the report.

CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL

8/0

16.2 Accounts for payment for the month ended 30 June 2019

DECLARATION OF INTEREST:

Mayor Carol Adams declared an impartiality interest due to two payments made to her husband's employer, Kwinana Industries Council.

SUMMARY:

The purpose of this report is to present to Council a list of accounts paid under delegated authority for the month ended 30 June 2019, as required by the *Local Government (Financial Management) Regulations 1996*.

OFFICER RECOMMENDATION:

That Council:

1. Accepts the list of accounts, totalling \$6,473,535.99, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 30 June 2019, as contained within Attachment A.
2. Accepts the detailed transaction listing of credit card expenditure paid for the period ended 30 June 2019, as contained within Attachment B.

DISCUSSION:

Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the City's Municipal and Trust funds. In accordance with Regulation 13 of the *Local Government (Financial Management) Regulations 1996* a list of accounts paid is to be provided to Council, where such delegation is made.

The following table summarises the payments for the period by payment type, with full details of the accounts paid contained within Attachment A.

Payment Type	Amount (\$)
Automatic Payment Deductions	\$ 50,398.52
Cheque Payments - #200956 to 200962	\$ 5,366.98
EFT Payments - #3885 to 3899	\$ 4,978,176.22
Payroll Payments – 02/06/19 and 16/06/2019 and Interim Payroll on 24/06/19	\$ 1,439,594.27
Total Attachment A	\$ 6,473,535.99

Contained within Attachment B is a detailed transaction listing of credit card expenditure paid for the period ended 30 June 2019. This amount is included within the total payments, listed above.

16.2 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 30 JUNE 2019**LEGAL/POLICY IMPLICATIONS:**

Regulation 13 of the *Local Government (Financial Management) Regulations 1996* states:

13. *Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.*
- (1) *If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —*
- (a) *the payee's name; and*
 - (b) *the amount of the payment; and*
 - (c) *the date of the payment; and*
 - (d) *sufficient information to identify the transaction.*
- (2) *A list of accounts for approval to be paid is to be prepared each month showing*
- (a) *for each account which requires council authorisation in that month —*
 - (i) *the payee's name; and*
 - (ii) *the amount of the payment; and*
 - (iii) *sufficient information to identify the transaction;*
and
 - (b) *the date of the meeting of the council to which the list is to be presented.*
- (3) *A list prepared under subregulation (1) or (2) is to be —*
- (a) *presented to the council at the next ordinary meeting of the council after the list is prepared; and*
 - (b) *recorded in the minutes of that meeting.*

FINANCIAL/BUDGET IMPLICATIONS:

There are no financial implications that have been identified as a result of this report or recommendation.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications that have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications that have been identified as a result of this report or recommendation.

16.2 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 30 JUNE 2019**STRATEGIC/SOCIAL IMPLICATIONS:**

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business Performance	5.4 Ensure the financial sustainability of the City of Kwinana into the future

COMMUNITY ENGAGEMENT:

There are no community engagement implications that have been identified as a result of this report or recommendation.

PUBLIC HEALTH IMPLICATIONS

There are no implications on any determinants of health as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	That Council does not accept the payments
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Compliance
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Possible
Rating (before treatment)	Low
Risk Treatment in place	Reduce – mitigate risk
Response to risk treatment required/in place	Officers provide a full detailed listing of payments made in a timely manner
Rating (after treatment)	Low

16.2 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 30 JUNE 2019

COUNCIL DECISION

501

MOVED CR M ROWSE

SECONDED CR D WOOD

That Council:

- 1. Accepts the list of accounts, totalling \$6,473,535.99, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 30 June 2019, as contained within Attachment A.**
- 2. Accepts the detailed transaction listing of credit card expenditure paid for the period ended 30 June 2019, as contained within Attachment B.**

**CARRIED
8/0**

Cheque Listing

Payments made between
01/06/2019 to 30/06/2019



<u>Chq/Ref</u>	<u>Pmt Date</u>	<u>Payee</u>	<u>Amount</u>	<u>Tran</u>	<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Automatic Deductions								
1754473	24/06/2019	Caltex Australia Petroleum Pty Ltd	9,271.46	INV	24/06/2019	0301754473	Fleet Fuel 010519 to 310519	9,271.46
40619	04/06/2019	TPG Internet Pty Ltd	49.99	INV	04/06/2019	I206382080	Kwinana South Station internet connection June19	49.99
40619	04/06/2019	TPG Internet Pty Ltd	49.99	INV	04/06/2019	I206383583	Mandogalup Station internet connection June19	49.99
40619	05/06/2019	Commonwealth Bank	87.36	INV	05/06/2019	040619A	Credit Card Chief Executive Officer to 040619	87.36
40619	05/06/2019	Commonwealth Bank	279.83	INV	05/06/2019	040619B	Credit Card Functions Officer to 040619	279.83
40619	05/06/2019	Commonwealth Bank	31.10	INV	05/06/2019	040619C	Credit Card Director City Legal to 040619	31.10
40619	05/06/2019	Commonwealth Bank	352.00	INV	05/06/2019	040619D	Credit Card Executive Assistant to 040619	352.00
40619	05/06/2019	Commonwealth Bank	31.59	INV	05/06/2019	040619E	Credit Card Director City Regulation to 040619	31.59
40619	05/06/2019	Commonwealth Bank	101.95	INV	05/06/2019	040619F	Credit Card Director City Infrastructure to 040619	101.95
40619	05/06/2019	Commonwealth Bank	4,599.61	INV	05/06/2019	040619G	Credit Card Director City Strategy to 040619	4,599.61
40619	05/06/2019	Commonwealth Bank	190.53	INV	05/06/2019	040619H	Credit Card Director City Engagement to 040619	190.53
40619	05/06/2019	Commonwealth Bank	5,154.35	INV	05/06/2019	040619I	Credit Card Manager Human Resources to 040619	5,154.35
60619	06/06/2019	Public Transport Authority of Weste	50.00	INV	06/06/2019	060619	Smartrider autoloan 05592554919060521	50.00
70619	07/06/2019	iinet Technologies Pty Ltd	89.99	INV	07/06/2019	111051478	Monthly internet charges Depot	89.99
10652150	24/06/2019	BP Australia Pty Ltd	20,212.10	INV	24/06/2019	10652150	Fleet Fuel 010519 to 310519	20,212.10
11137214	20/06/2019	iinet Technologies Pty Ltd	266.92	INV	20/06/2019	111372140	Monthly internet charge Kwinana Village	266.92
11143813	22/06/2019	iinet Technologies Pty Ltd	109.99	INV	22/06/2019	111438134	Monthly internet charges Family Day Care	109.99
11151670	25/06/2019	iinet Technologies Pty Ltd	79.99	INV	25/06/2019	111516701	Monthly internet charges Wellard Community Centre	79.99
150619	24/06/2019	Fines Enforcement Registry	63.50	INV	24/06/2019	24238618	Lodgement fee for registering infringements	63.50
200619	20/06/2019	Fleet Partners	1,294.70	INV	20/06/2019	LATO01641909A	Monthly lease fee KWN700	1,294.70
24155319	01/06/2019	Fines Enforcement Registry	5,524.50	INV	01/06/2019	24155319	Lodgement fee for infringements	5,524.50
24203500	08/06/2019	Fines Enforcement Registry	127.00	INV	08/06/2019	24203500	Lodgement fee for registering infringements	127.00
290619	29/06/2019	Toyota Financial Services	1,194.07	INV	29/06/2019	683190	Monthly lease fees 1EWZ823 and 1EYT548	1,194.07

Cheque Listing

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34494	04/06/2019	Go Go On-Hold Pty Ltd	264.00	INV	04/06/2019	00034494	On-hold message service June 2019	264.00
43	24/06/2019	Wright Express Australia Pty Ltd	922.00	INV	24/06/2019	43	Fleet Fuel 010519 to 310519	922.00
Total Automatic Deductions			50,398.52					
Cheques								
200956	06/06/2019	City Of Kwinana - Pay Cash	281.00	INV	04/06/2019	27/05/19-Library	Petty cash recoup to 270519 Library	84.95
				INV	04/06/2019	21/05/2019-FDC	Petty cash recoup to 210519 Family Day Care	196.05
200957	12/06/2019	Commissioner of State Revenue	2,860.62	INV	12/06/2019	11thJune2019	Refund ESL and rates rebate paid in error	2,860.62
200958	20/06/2019	Australian Institute of Building	560.00	INV	20/06/2019	18341	AIBS membership renewal	560.00
200959	20/06/2019	City Of Kwinana - Pay Cash	63.90	INV	19/06/2019	17/06/19-Library	Petty cash recoup to 170619 Library	63.90
200960	26/06/2019	City Of Kwinana - Pay Cash	692.90	INV	25/06/2019	15/06/2019-Recq	Petty cash recoup to 110619 Recquatic	147.05
				INV	26/06/2019	18/06/19-FDC	Petty cash recoup to 140619 Family Day Care	107.85
				INV	26/06/2019	14/06/19-Village	Petty cash recoup to 140619 Village	109.10
				INV	26/06/2019	26/06/2019-Admin	Petty cash recoup to 260619 Admin	328.90
200961	26/06/2019	Commissioner of State Revenue	184.56	INV	26/06/2019	25thJune2019	Refund ESL rebate paid in error	184.56
200962	26/06/2019	Department of Communities	724.00	INV	25/06/2019	INV155087-V8F4P!	Service annual fee Recquatic and Family Day Care	724.00
Total Cheques			5,366.98					
EFT								
3885	05/06/2019	EFT TRANSFER: - 07/06/2019	119,279.23					
3885.565-01		Bright Futures Family Day Care - Pa	119,279.23	INV	05/06/2019	200519 to 020619	FDC Payroll 200519 to 020619	119,279.23
3886	07/06/2019	EFT TRANSFER: - 07/06/2019	24,493.58					
3886.568-01		Bright Futures In Home Care - Payro	24,493.58	INV	05/06/2019	200519 to 020619	IHC Payroll 200519 to 020619	24,493.58
3887	05/06/2019	EFT TRANSFER: - 07/06/2019	110,362.25					
3887.10085-01		Games World	699.80	INV	04/06/2019	286316	Assorted games Library	699.80
3887.10166-01		Gerarda Theresia Edson	392.00	INV	07/06/2019	1428772	Refund bond bus hire 210319	392.00
3887.10172-01		BP Society of WA Inc	200.00	RFD	04/06/2019	1461162	Refund bond room hire 290519	200.00

Cheque Listing

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3887.10186-01		Clare Laverty	100.00	RFD	04/06/2019	1468546	Refund bond Patio hire 010619	100.00
3887.10311-01		Go Doors Pty Ltd	319.00	INV	31/05/2019	81947	Service door Recquatic	319.00
3887.1044-01		Oakford Agricultural & Garden Suppl	67.23	INV	06/06/2019	82132	Hardware items	67.23
3887.10530-01		Easy Access Lifts Pty Ltd	853.60	INV	06/06/2019	11388	Maintenance service of lifts March 19 Recquatic	853.60
3887.11049-01		QTM Pty Ltd	3,979.68	INV	30/05/2019	INV-1293	Provision of traffic management Millar Road	3,979.68
3887.11142-01		Oban Group Pty Ltd	1,951.84	INV	31/05/2019	19792	Install door push pad & paint walkway Senior Citizens Centre	673.20
				INV	31/05/2019	19662	Remove & supply down pipes Senior Citizen Centre	1,278.64
3887.11169-01		Esther May Meyer	120.00	INV	06/06/2019	1	Penny Purse class 110519 Library	120.00
3887.11201-01		Rustic and Rural Homemade Products	30.00	INV	06/06/2019	102	Repair bean bags Darius Wells	30.00
3887.11203-01		Allianz Insurance	186.70	INV	04/06/2019	Refund	Refund overpayment Allianz rehabilitation invoices	186.70
3887.11204-01		ATC Work Smart	41.25	INV	30/05/2019	GT14237	School based trainee f/e 180519	41.25
3887.11232-01		Technifire 2000	189.20	INV	04/06/2019	23411	Hand priming pump diaphragm	189.20
3887.11235-01		Charmaine Duncan	100.00	RFD	04/06/2019	1453441	Refund bond Patio hire 270319	100.00
3887.11236-01		Christina Harkin	100.00	RFD	04/06/2019	1470411	Refund bond Patio hire 030619	100.00
3887.11237-01		Kathrine Jade Major	100.00	RFD	04/06/2019	1475881	Refund bond Patio hire 010619	100.00
3887.11238-01		Nikki Parkinson	100.00	RFD	04/06/2019	1485158	Refund bond Patio hire 240519	100.00
3887.1186-01		Red Dot	70.20	INV	06/06/2019	40306907	Assorted items Recquatic	70.20
3887.1357-01		Sportsworld Of WA	321.20	INV	06/06/2019	137455	Assorted swimming items Recquatic	266.20
				INV	06/06/2019	137487	Assorted swimming items Recquatic	55.00
3887.1423-01		Telstra	518.45	INV	04/06/2019	3752384000May19	Family Day Care to 210619	19.25
				INV	04/06/2019	1213298000May19	Mandogalup Fire Brigade to 160519	479.95
				INV	04/06/2019	3764775000May19	Depot alarm to 210619	19.25
3887.1516-01		Trisley's Hydraulic Services Pty Lt	1,122.00	INV	06/06/2019	80203240	Install chlorine gas control Recquatic	1,122.00
3887.1530-01		Wormald Australia Pty Ltd	7,269.90	INV	05/06/2019	7977812	Sloans Cottage remove/dispose extinguisher	217.80
				INV	31/05/2019	7976294	Supply fire extinguisher Senior Citizen Centre	341.00
				INV	31/05/2019	7976272	Supply fire extinguisher Admin	1,674.20
				INV	31/05/2019	7975696	Supply fire extinguisher Koorliny Arts Centre	1,370.60
				INV	31/05/2019	7976288	Supply fire extinguisher Darius Wells	2,926.00

Cheque Listing

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01/06/2019 to 30/06/2019



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				INV	31/05/2019	7976281	Supply fire extinguisher Banksia Park	217.80
				INV	31/05/2019	7976269	Supply fire extinguisher Thomas Kelly Pavilion	304.70
				INV	04/06/2019	7977817	Supply fire extinguisher Girl Guides	217.80
3887.1536-01		Ulverscroft Large Print Books	57.41	INV	30/05/2019	I127355AU	Large print title	57.41
3887.1572-01		Western Australian Local Government	628.00	INV	30/05/2019	I3076626	Emergency management workshop	99.00
				INV	30/05/2019	I3076627	Emergency management workshop	99.00
				INV	30/05/2019	I3076634	Introduction to Local Government course	215.00
				INV	30/05/2019	I3076635	Introduction to Local Government course	215.00
3887.1592-01		Water Corporation of Western Austra	2,076.42	INV	04/06/2019	9014096921May19	12U Wellard Pavilion	476.81
				INV	04/06/2019	9021923200May19	4U Aurora Park drink fountain	9.83
				INV	04/06/2019	9018600726May19	22U Wellard Community Centre	1,535.72
				INV	04/06/2019	9021511329May19	14U Boyne Park drink fountain	34.40
				INV	04/06/2019	9017125687May19	1U Malden Park	2.46
				INV	04/06/2019	9018171503May10	3U Rushbrooke Park 2nd drink fountain	7.37
				INV	04/06/2019	9021870831May19	4U Moostone Park	9.83
3887.1614-01		Westbooks	48.05	INV	04/06/2019	306392	Library items	48.05
3887.1621-01		Western Australian Treasury Corpora	12,712.78	INV	04/06/2019	Loan#103B	Loan #103B due 070619 capital and interest	12,712.78
3887.1635-01		WH Locations Services Pty Ltd	1,479.50	INV	31/05/2019	SIN006726	Locate and trace water supply Wellard Pavilion	1,479.50
3887.1684-01		Ergolink	162.25	INV	30/05/2019	SI-00066147	1 x vertical mouse	162.25
3887.1733-01		McMullen Nolan Group Pty Ltd	5,538.50	INV	30/05/2019	97830	McWhirter Promenade surveying	5,538.50
3887.248-01		Bunnings Building Supplies	2,491.36	INV	31/05/2019	2163/01557513	Hardware items	208.13
				INV	30/05/2019	2163/01128778	Colaroo synthetic turf & Saxon steel mesh cart	163.36
				INV	31/05/2019	2163/01557614	Hardware items	38.00
				INV	05/06/2019	2163/01557643	Smirk Cottage paint	184.80
				INV	05/06/2019	2163/01557819	Smirks Cottage bolts for flag pole	31.07
				INV	05/06/2019	2163/01059751	Maldon Park/Coleford Park decking oil	1,339.77
				INV	04/06/2019	2163/01680693	Hardware items	68.28
				INV	04/06/2019	2163/01680695	Hardware items	22.85
				INV	06/06/2019	2163/01037585	Shelving units	435.10
3887.2646-01		Neverfail Springwater	60.40	INV	31/05/2019	890642	Bottled water Admin	60.40
3887.3105-01		Poly Pipe Traders	220.00	INV	06/06/2019	00097973	Reticulation items	220.00

Cheque Listing

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3887.358-01		Coastline Mowers	1,245.85	INV	06/06/2019	20249	Maintenance service of machinery	168.10	
								Major service of machinery	227.10
								Parts	27.00
								Mower parts and supplies	733.85
								Belt cutter	89.80
3887.3920-01		Sports Master Athletic Internationa	2,079.00	INV	06/06/2019	M8349	Punching bags Recquatic	2,079.00	
3887.407-01		Winc Australia Pty Ltd	302.06	INV	30/05/2019	9027408432	Health and safety supplies	302.06	
3887.4279-01		Data #3 Limited	15,854.01	INV	31/05/2019	01827287	Internet security 1 year	3,179.37	
								VMware Workspace support and subscription	12,674.64
3887.4719-01		Complete Office Supplies Pty Ltd	274.82	INV	06/06/2019	08356716	Stationery Library	186.08	
								Stationery Depot	88.74
3887.483-01		Landgate	6,155.90	INV	31/05/2019	65326896	Data capture service	6,155.90	
3887.4861-01		Big W	146.00	INV	06/06/2019	176767	Assorted toys Family Fun Day Recquatic	146.00	
3887.499-01		Direct Trades Supply Pty Ltd	3,204.00	INV	06/06/2019	321081	Assorted fence and gate parts	3,204.00	
3887.5520-01		Master Lock Service	340.00	INV	04/06/2019	00005960	Service change room doors Thomas Oval Pavilion	130.00	
								Supply and cut 4 x keys filter shed Millbrook Ave	210.00
3887.5581-01		Totally Workwear Rockingham	1,362.34	INV	04/06/2019	RK6448.D2	Uniforms for fire brigade	1,362.34	
3887.5750-01		Kev's Wheelie Kleen	308.00	INV	06/06/2019	4761	Bin cleaning 010519 John Wellard Centre	88.00	
								Bin cleaning 240419 William Bertram Centre	66.00
								Bin cleaning 080519 William Bertram Centre	88.00
								Bin cleaning 220519 William Bertram Centre	66.00
3887.5823-01		Accord Security Pty Ltd	2,768.54	INV	31/05/2019	00023522	Security service period ending 120519	2,636.70	
								Security service adjusted hours	131.84
3887.583-01		Flexi Staff Pty Ltd	1,445.47	INV	06/06/2019	208473	Temp staff week ending 260519	1,445.47	
3887.6267-01		Woolworths Group Limited	978.90	INV	06/06/2019	3592922	City Operations morning tea supplies	91.20	
								Cafe supplies Recquatic	88.45
								Food and supplies for Mooditj Kulungars & FDC	96.19
								Items for Admin	237.02
								Cafe supplies Recquatic	94.64
					Items for Zone program	53.55			

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				INV	04/06/2019	3592920	Gift cards	317.85
3887.6370-01		Elexacom	4,145.86	INV	06/06/2019	26343	Replaced RCD on pool cleaner Recquatic	111.21
				INV	05/06/2019	26429	Wellard Pavilion investigate faulty fridge	194.63
				INV	05/06/2019	26431	Business Incubator light in foyer not working	23.64
				INV	05/06/2019	26428	Darius Wells Library alter light timers	70.91
				INV	05/06/2019	26365	Administration preventative maintenance April 2019	155.71
				INV	05/06/2019	26366	Bright Futures preventative maintenance April 2019	570.36
				INV	05/06/2019	26315	Casuarina Hall preventative maintenance April 2019	155.71
				INV	05/06/2019	26430	Challenger Beach Toilets preventative maintenance	194.63
				INV	05/06/2019	26311	Medina Hall preventative maintenance April 2019	116.78
				INV	05/06/2019	26341	Medina Oval preventative maintenance April 2019	147.80
				INV	05/06/2019	26367	156 Medina Ave preventative maintenance April	77.86
				INV	05/06/2019	26342	Rotary club preventative maintenance April 2019	155.71
				INV	05/06/2019	26316	Depot preventative maintenance April 2019	311.41
				INV	31/05/2019	26258	Electrical BBQ service Casuarina Fire Station	650.32
				INV	31/05/2019	26340	Install power on roof Darius Wells	537.35
				INV	31/05/2019	26360	Tested external lights Thomas Oval	93.92
				INV	04/06/2019	26368	Tag testing Medina Hall 200519	227.57
				INV	04/06/2019	26369	6 monthly RCD testing Darius Wells 240519	233.56
				INV	04/06/2019	26309	6 monthly RCD testing BMX Velodrome	116.78
3887.6541-01		Strut Specialists WA	110.00	INV	05/06/2019	00065720	4 x struts	110.00
3887.665-01		Gregs Glass	2,160.00	INV	31/05/2019	7160-19	Install double glazed window Darius Wells	2,160.00
3887.69-01		Alinta Gas	1,022.10	INV	04/06/2019	449998994May19	21U Peace Park BBQ	29.90
				INV	04/06/2019	474997486May19	27U Darius Library/Resource Centre	992.20
3887.7168-01		Exit Waste	1,573.00	INV	31/05/2019	4527K	Service grease trap May 2019	1,573.00
3887.7436-01		Action Glass Pty Ltd	803.61	INV	05/06/2019	B23884	Administration after hours broken door panel	803.61
3887.762-01		Blackwood & Sons Ltd	24.82	INV	04/06/2019	KW4461SY	Gloves and antibacterial wipes	24.82
3887.795-01		K Mart	179.00	INV	04/06/2019	193631	Storage boxes	80.00

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				INV	06/06/2019	192211	Assorted items school holiday program Recquatic	99.00
3887.8134-01		Ecospill Pty Ltd	2,054.53	INV	31/05/2019	INV00772025E	Shower eyewash testing various locations	2,054.53
3887.8167-01		Mega Glow Yoga	150.00	INV	06/06/2019	002	1hr yoga class 310519 Banksia Park	150.00
3887.8610-01		John Scarfe	1,200.00	INV	30/05/2019	74	Citizenship Ceremony gifts handmade wooden pens	600.00
				INV	30/05/2019	75	Citizenship Ceremony gifts handmade wooden pens	600.00
3887.8685-01		Stapleton & Associates Pty Ltd	2,304.50	INV	31/05/2019	G:4259	McWhirter Promenade Streetlighting	2,304.50
3887.8756-01		Ohura Consulting	5,115.00	INV	06/06/2019	515	Position Description Project Stage 3	5,115.00
3887.8808-01		Alice Cordy-Hedge	150.00	INV	06/06/2019	016	Photography services	150.00
3887.8841-01		Links Modular Solutions	440.00	INV	05/06/2019	20657	Links installation web training	440.00
3887.8899-01		Majestic Plumbing	5,159.92	INV	04/06/2019	233175	Toilet repairs The Zone 010519	184.49
				INV	04/06/2019	233173	Service toilet Recquatic 010519	553.25
				INV	04/06/2019	233172	Service shower and baths Wheatfield Cottage 230419	317.94
				INV	04/06/2019	233174	Plumbing repairs Koorliny Arts Centre 010519	357.98
				INV	05/06/2019	233178	Chisham Oval Public Toilets 050419 repairs	240.02
				INV	05/06/2019	233179	John Wellard Community Centre 050419 sewer repairs	1,435.65
				INV	05/06/2019	233180	Challenger Beach Toilets 230419 vandalism repairs	507.69
				INV	05/06/2019	233181	Medina Hall 230419 blocked female toilet	97.75
				INV	05/06/2019	233182	Challenger Beach public toilets 290419 blockage	184.49
				INV	05/06/2019	233185	Darius Wells replace zip tap filter	483.76
				INV	05/06/2019	233186	The Zone replace zip tap filter	414.72
				INV	05/06/2019	233187	Bright Futures clear blockage and investigate tap	184.49
				INV	05/06/2019	233188	Fiona Harris Pavilion drain cleared	197.69
3887.8967-01		Katherine May Talagi	50.00	INV	04/06/2019	1127751	Refund 360L recycle bin upgrade fee	50.00
3887.903-01		Lo-Go Appointments	1,379.40	INV	06/06/2019	00419830	Temp staff week ending 250519	1,379.40
3887.9076-01		Charles Service Company	86.90	INV	06/06/2019	00031792	Cleaning post Christmas Function 051218	86.90
3887.9081-01		Kwinana Smash Repairs	500.00	INV	06/06/2019	160519	Repairs KWN2067	500.00

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3887.9669-01		Mosaic Community Care Inc	300.00	RFD	04/06/2019	1477574	Refund bond hall hire 090519	300.00
3887.9858-01		Kompan Playscape	682.00	INV	04/06/2019	SI215674	Parts for playground	682.00
3888	06/06/2019	EFT TRANSFER: - 07/06/2019	211,300.08					
3888.153-01		Australian Taxation Office	197,941.00	INV	02/06/2019	PY01-25-Australi	Payroll Deduction PAYG Tax Withheld	196,370.00
				INV	30/05/2019	PY99-24-Australi	Payroll Deduction	1,540.00
				INV	30/05/2019	PY99-25-Australi	Payroll Deduction	31.00
3888.2853-01		Maxxia Pty Ltd	3,903.58	INV	02/06/2019	PY01-25-Maxxia P	Payroll Deduction	1,789.44
				INV	02/06/2019	PY01-25-Maxxia P	Payroll Deduction	2,114.14
3888.3376-01		Health Insurance Fund of WA (HIF)	1,115.50	INV	02/06/2019	PY01-25-Health I	Payroll Deduction	1,115.50
3888.3719-01		City of Kwinana - Xmas fund	8,340.00	INV	02/06/2019	PY01-25-TOK Chri	Payroll Deduction	8,340.00
3890	07/06/2019	EFT TRANSFER: - 07/06/2019	155,947.13					
3890.3534-01		Ena Jeffrey	155,947.13	INV	07/06/2019	28thMay2019	Tenure sum re-payment Villa 37 Banksia Park Estate	155,947.13
3891	12/06/2019	EFT TRANSFER: - 13/06/2019	1,557,874.89					
3891.10010-01		Cyrenian House	200.00	RFD	10/06/2019	1490618	Refund bond hall hire 310519	200.00
3891.10051-01		Calista Barber Shop	2,728.00	INV	12/06/2019	12thJune2019	Local Commercial Activity grant funding	2,728.00
3891.1034-01		North Lake Electrical Pty Ltd	17,139.69	INV	10/06/2019	53797	Supply and install pump cubicle at Gilmore Ave	17,044.50
				INV	12/06/2019	53827	Electrical fault repairs Thomas Oval jockey pump	95.19
3891.10373-01		Green Willows Industrial Cleaning a	400.00	INV	12/06/2019	11	Banksia Park clubhouse and Village office cleaning	200.00
				INV	12/06/2019	10	Banksia Park clubhouse and Village office cleaning	200.00
3891.10411-01		Rob Solo Artist	200.00	INV	12/06/2019	52	Entertainment Thank A Volunteer morning tea event	200.00
3891.10505-01		One Tree Botanical Pty Ltd	18,700.00	INV	12/06/2019	P1809-90	Data collection fieldwork	18,700.00
3891.10506-01		Shred-X Pty Ltd	30.36	INV	11/06/2019	01272806	Shredding of confidential information	30.36
3891.10555-01		Bruce Carl Mentz	64.90	INV	12/06/2019	100619	Reimbursement staff leaving function policy 2.1.4	64.90
3891.10583-01		Green Services	2,200.00	INV	11/06/2019	1279	Compost workshop 180519	2,200.00
3891.1071-01		Pagett & Co Barrister & Solicitor	341.00	INV	12/06/2019	K52/5855	Legal advice	341.00

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3891.1072-01		Paint Industries	907.50	INV	10/06/2019	60409	Eco green graffiti remover x2	907.50
3891.11057-01		Metro Traffic Planning Pty Ltd	288.75	INV	12/06/2019	INV-0752	Traffic management plan review 020619	288.75
3891.11090-01		Health With Flair	220.00	INV	12/06/2019	KWI080619	Keynote speaker 080619 Darius Wells	220.00
3891.11143-01		M Watts Legal	3,311.00	INV	12/06/2019	1527	Training Mining Applications and Objections	3,311.00
3891.11204-01		ATC Work Smart	46.75	INV	12/06/2019	GT14275	School based trainee	46.75
3891.11233-01		Flourish With Deanne	29.00	INV	12/06/2019	5020	Items for Wellness Expo Darius Wells	29.00
3891.11234-01		North Parmelia Primary School P & C	9,190.00	INV	11/06/2019	31stMay2019	Greening Fund 2019 Weeds to Wilderness	9,190.00
3891.11239-01		Anne Margaret McDougall	675.51	INV	10/06/2019	17.0	Rates Refund	675.51
3891.11242-01		Reynaldo Junior Olaveria Mingi	1,044.44	INV	10/06/2019	17.0	Rates Refund	1,044.44
3891.11243-01		GPC Asia Pacific Pty Ltd	4,020.66	INV	11/06/2019	1650113662	Parts	42.73
				INV	11/06/2019	1650115145	Parts	192.89
				INV	11/06/2019	1650114885	Parts	101.67
				INV	11/06/2019	1650114886	Parts	305.02
				INV	11/06/2019	1650114469	Filters	213.46
				INV	11/06/2019	1650114645	Filters	41.33
				INV	11/06/2019	1650114949	Filters	67.07
				INV	11/06/2019	1650114460	Assorted parts	784.78
				INV	11/06/2019	1650114566	Assorted parts	1,097.52
				INV	11/06/2019	1650114996	Brake pads	74.07
				INV	11/06/2019	1650114472	Filters and brake pads	84.15
				INV	11/06/2019	1650114568	Filters	138.47
				INV	12/06/2019	1650114031	Filters	162.53
				INV	12/06/2019	1650113870	Parts	27.42
				INV	12/06/2019	1650113892	Castrol oil	199.93
				INV	12/06/2019	1650115251	Parts	37.29
				INV	12/06/2019	1650115236	Parts	22.75
				INV	12/06/2019	1650115665	Parts	293.25
				INV	12/06/2019	1650113871	Parts	134.33
3891.11247-01		Family of God Inc	1,000.00	RFD	10/06/2019	1475723	Refund bond hall hire 020519	1,000.00
3891.11248-01		Khalidahmed Nabimiya Parekh	1,000.00	RFD	10/06/2019	1477807	Refund bond hall hire 070619	1,000.00
3891.11249-01		Joycelyn Santiago Paredes	1,000.00	RFD	10/06/2019	1475981	Refund bond hall hire 080619	1,000.00

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3891.11250-01		Mariola Rutkowski	20.00	INV	10/06/2019	10thJune2019	Refund cancelled booking	20.00
3891.11251-01		Kym Sullivan	100.00	RFD	10/06/2019	1490837	Refund bond Patio hire 050619	100.00
3891.11253-01		Martin John Strasser	61.65	INV	11/06/2019	4thJune2019	Refund building permit BP2019/8	61.65
3891.11254-01		Leslie Ann Eddy	175.00	INV	12/06/2019	5thJune2019	Financial assistance national soccer competition	175.00
3891.11255-01		Peter John Bailey	85.00	INV	12/06/2019	10thJune2019	Reimbursement of working with children check	85.00
3891.1130-01		Port Printing Works	256.08	INV	12/06/2019	INV038241	Printed DL Volunteer Centre brochures	256.08
3891.1142-01		Sonic Health Plus	198.00	INV	10/06/2019	1791648	Pre employment medical assessment 240519	198.00
3891.1178-01		Holcim (Australia) Pty Ltd	2,540.56	INV	12/06/2019	9406357298	Concrete for Budden Way	416.24
				INV	12/06/2019	9406359844	.80m3 concrete Atkinson Rd	336.16
				INV	12/06/2019	9406367151	4m3 concrete Sanctuary Drive	1,020.80
				INV	12/06/2019	9406367149	2.8 m3 concrete Sanctuary Drive	767.36
3891.1249-01		Royal Life Saving Society	425.00	INV	10/06/2019	102470	Heartbeat Resuscitation course 100419	425.00
3891.1280-01		Scitech Discovery Centre	420.00	INV	11/06/2019	GE336669	Recquatic school holiday program 160719	420.00
3891.1313-01		Daimler Trucks Perth	682.55	INV	10/06/2019	6163869D	MK667307 pipe fuel delivery	682.55
3891.133-01		Australia Day Council Of WA	594.00	INV	10/06/2019	INV-0123	Annual gold membership fees 2019-2020	594.00
3891.134-01		Australia Post	269.95	INV	11/06/2019	1008586704	Agency commission for period ending 310519	269.95
3891.1366-01		Star Communications	112.50	INV	12/06/2019	D209	Banksia Park 37 activate telephone point for NBN	112.50
3891.1393-01		Sunny Sign Company Pty Ltd	1,020.51	INV	12/06/2019	408011	Nunney Road signs	148.50
				INV	11/06/2019	407950	Orelia Primary parking signs	781.26
				INV	12/06/2019	408945	Signs Kwinana South	90.75
3891.1423-01		Telstra	11,486.73	INV	12/06/2019	1355246271May19	Mobiles/Devices for whole organisation to 260519	8,995.11
				INV	12/06/2019	9385375010Jun19	Internet and data to 240619	2,491.62
3891.1474-01		Toll Transport Pty Ltd	42.57	INV	11/06/2019	0379-T221490	Courier charges to 240519	42.57
3891.1520-01		Truck & Car Panel & Paint	500.00	INV	12/06/2019	00004279	Repairs 1GKI502	500.00
3891.1589-01		Waste Stream Management Pty Ltd	264.00	INV	12/06/2019	00423168	Concrete tipping May 2019	264.00

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3891.1609-01		West Australian Newspapers Limited	60.40	INV	12/06/2019	02624567-060619	Newspaper subscription to 040719	60.40
3891.1614-01		Westbooks	5,528.73	INV	12/06/2019	306675	Library items	680.95
				INV	12/06/2019	306636	Library items	780.77
				INV	12/06/2019	306732	Library items	653.84
				INV	12/06/2019	306643	Library items	333.58
				INV	12/06/2019	306637	Junior books	39.72
				INV	12/06/2019	306642	Manga series title for YAGN collection	22.19
				INV	12/06/2019	306640	Requested Junior and young adult books	26.90
				INV	12/06/2019	306641	Adult fiction and non-fiction titles	38.74
				INV	12/06/2019	306639	Junior books popular titles	127.63
				INV	12/06/2019	306735	Parenting books	29.59
				INV	12/06/2019	306737	Junior books popular titles	37.72
				INV	12/06/2019	306734	Adult fiction and non-fiction titles	25.89
				INV	11/06/2019	306389	Library items	17.01
				INV	11/06/2019	306383	Library items	163.43
				INV	11/06/2019	306378	Library items	430.42
				INV	11/06/2019	306380	Library items	528.13
				INV	11/06/2019	306398	Library items	1,002.23
				INV	11/06/2019	306399	Library items	293.61
				INV	11/06/2019	306390	Library items	11.09
				INV	11/06/2019	306391	Library items	6.03
				INV	11/06/2019	306388	Library items	78.63
				INV	11/06/2019	306387	Library items	200.63
3891.1621-01		Western Australian Treasury Corpora	211,703.02	INV	11/06/2019	Loan#95	Loan #95 due 180619 capital and interest	43,235.25
				INV	11/06/2019	Loan#96	Loan #96 due 180619 capital and interest	18,014.69
				INV	11/06/2019	Loan#97	Loan #97 due 180619 capital and interest	150,453.08
3891.1629-01		Weston Road Systems	1,265.00	INV	12/06/2019	PR69	Line marking upgrade Millar Road	770.00
				INV	12/06/2019	PR70	Spotting and marking Banksia Road	495.00
3891.1681-01		Catalyse Pty Ltd	9,893.09	INV	12/06/2019	INV-1024	Safety survey FUTYR Kwinana 50% payment	9,893.09
3891.1726-01		Kyocera Document Solutions Australi	5,238.01	INV	12/06/2019	2852418924	Copy cost Admin CEO	253.76
				INV	12/06/2019	2852418930	Copy cost Admin Planning May 19	581.00
				INV	12/06/2019	2852418936	Copy cost Library Public May 19	72.30
				INV	12/06/2019	2852418942	Copy cost Bertram Community Centre May 19	50.07

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				INV	12/06/2019	2852418925	Copy cost Business Incubator May 19	109.77
				INV	12/06/2019	2852418931	Copy cost Admin Governance May 19	627.26
				INV	12/06/2019	2852418937	Copy cost Admin CSO May 19	77.51
				INV	12/06/2019	2852418926	Copy cost Darius Community Centres May 19	169.67
				INV	12/06/2019	2852418932	Copy cost Admin Finance May 19	399.94
				INV	12/06/2019	2852418938	Copy cost Wellard Community Centre May 19	138.86
				INV	12/06/2019	2852418923	Copy cost Depot Demountable May 19	212.06
				INV	12/06/2019	2852418929	Copy cost Zone staff May 19	88.82
				INV	12/06/2019	2852418935	Copy cost Recquatic May 19	300.79
				INV	12/06/2019	2852418941	Copy cost Zone Reception May 19	93.74
				INV	12/06/2019	2852418943	Copy cost Banksia Park & Callistemon Court May 19	191.86
				INV	12/06/2019	2852418927	Copy cost Library Staff May 19	483.35
				INV	12/06/2019	2852418933	Copy cost Family Day Care May 19	221.27
				INV	12/06/2019	2852418939	Copy cost Admin Records May 19	845.36
				INV	12/06/2019	2852418928	Copy cost Zone Multimedia room May 19	91.34
				INV	12/06/2019	2852418940	Copy cost Darius reception May 19	98.15
				INV	12/06/2019	2852418934	Copy cost Depot Admin May 19	131.13
3891.1733-01		McMullen Nolan Group Pty Ltd	10,792.65	INV	12/06/2019	98029	Service pot holing & area clearance Pace Road	3,263.15
				INV	12/06/2019	98035	Service locate and pot holing Pimlico Gardens	1,908.50
				INV	12/06/2019	98066	Undertake cadastral survey work at Kwinana Beach	5,621.00
3891.1762-01		Officeworks BusinessDirect	214.60	INV	11/06/2019	43007219	Stationery	182.12
				INV	11/06/2019	43031007	Stationery	32.48
3891.1767-01		Construction Training Fund	9,336.70	INV	11/06/2019	May2019	CTF levy for May 2019	9,336.70
3891.1814-01		P Rond & Co	33,317.44	INV	12/06/2019	00000626	Wellard Village pump 4 redevelop bore	5,073.40
				INV	12/06/2019	00000629	Orelia Oval redevelop bore	5,006.94
				INV	12/06/2019	00000628	Wellard Oval pump 1 redevelop bore	5,073.40
				INV	12/06/2019	00000627	Wellard Oval pump 2 redevelop bore	5,073.40
				INV	12/06/2019	00000630	Parmelia Ave pump 1 supply and install	13,090.30
3891.188-01		Beaurepaires Tyres Kwinana	151.80	INV	10/06/2019	U548352748	Truck tyre puncture repairs 1ERM600	151.80
3891.19-01		Absolute Painting Services	7,700.00	INV	10/06/2019	INV-0954	External painting Callistemon Courts U25-31	7,700.00
3891.2097-01		Beaver Tree Services Aust Pty Ltd	14,764.59	INV	12/06/2019	69436	Tree watering various locations	4,089.99

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				INV	12/06/2019	69437	Blanket watering Mortimer Road	1,283.21
				INV	12/06/2019	69400	General vegetation clearance Marri Park Drive	1,961.95
				INV	12/06/2019	69389	Stump grinding various locations	918.13
				INV	12/06/2019	69390	Tree pruning/vegetation clearance Maldon Link	1,631.21
				INV	12/06/2019	69391	Tree pruning Abingdon Park	1,967.57
				INV	12/06/2019	69392	Tree pruning Bertram Road	339.64
				INV	12/06/2019	69393	Tree removal and stump grind Bournan Heights	1,229.84
				INV	12/06/2019	69394	Tree removal/pruning/stump grind Runneymede Gate	1,343.05
3891.2121-01		Suez	1,935.70	INV	12/06/2019	32181758	Green waste tipping	1,935.70
3891.2125-01		Synergy	163,885.70	INV	11/06/2019	107029100Jun19	3800U Wellard Community Centre	956.65
				INV	11/06/2019	179469390Jun19	4486U Bertram Community Centre	1,364.75
				INV	11/06/2019	693987550May19	233U Challenger Beach	168.55
				INV	11/06/2019	856518550Jun19	Decorative lighting	2,543.60
				INV	11/06/2019	792417950Jun19	Street Lighting	112,113.30
				INV	12/06/2019	422268910Jun19	7346U Depot	2,055.70
				INV	12/06/2019	118367820Jun19	5968 New Thomas Oval Pavilion	1,499.70
				INV	12/06/2019	141057240Jun19	14169U The Zone	3,949.85
				INV	12/06/2019	177581220Jun19	93809.85U Recquatic	22,168.20
				INV	12/06/2019	149872970Jun19	5291U Incubator	1,370.75
				INV	12/06/2019	258360080Jun19	3842U Kwinana Adventure Park	927.35
				INV	12/06/2019	135567600Jun19	56006.61U Darius Wells Library/Resource Centre	14,767.30
3891.218-01		Bob Jane T-Mart	272.00	INV	10/06/2019	141265	KWN2063 tyres	272.00
3891.2224-01		Prestige Catering & Event Hire	1,763.40	INV	12/06/2019	00024599	Catering 100619 Strategic Planning day	784.80
				INV	12/06/2019	00024600	Catering at briefing dinner 100619	401.30
				INV	12/06/2019	00024591	Catering at briefing dinner 040619	431.70
				INV	12/06/2019	00024598	Additional catering 040619	45.60
				INV	12/06/2019	00024636	Deposit catering 291119	100.00
3891.2410-01		ABCO Products	307.79	INV	12/06/2019	403116	Cleaning items Depot	307.79
3891.248-01		Bunnings Building Supplies	6,749.94	INV	11/06/2019	2163/01044696	Hardware items Building	1,186.78
				INV	10/06/2019	2163/01137800	Hardware items Recquatic	113.62

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				INV	10/06/2019	2163/01679990	Trestle tables Recquatic	274.90
				INV	11/06/2019	2163/99801275	Assorted tables and chairs Depot	2,535.31
				INV	10/06/2019	2163/01558131	Depot Building Maintenance shelving materials	2,228.02
				INV	10/06/2019	2163/01683224	Smirks Cottage timber	254.11
				INV	10/06/2019	2163/01683506	Smirks Cottage bolts and timber supplies	100.20
				INV	10/06/2019	2163/01558568	The Zone shower head and hose fitting	57.00
3891.2507-01		Ixom Operations Pty Ltd	124.12	INV	10/06/2019	6116868	Supply of chlorine gas Recquatic	124.12
3891.2510-01		Technology One Limited	57,777.50	INV	11/06/2019	181606	One Council Implementation May 2019	57,777.50
3891.2546-01		Sigma Chemicals	395.40	INV	10/06/2019	129105/01	Pool chemicals Recquatic	395.40
3891.2646-01		Neverfail Springwater	120.80	INV	12/06/2019	920121	Bottled water Admin	60.40
				INV	12/06/2019	919302	Bottled water Admin	60.40
3891.2678-01		Natural Area Holdings P/L t/as Natu	2,500.30	INV	12/06/2019	00011327	Specialist native seedlings	2,500.30
3891.2697-01		Smoke and Mirrors Audio Visual	3,379.00	INV	11/06/2019	00020379	Portable PA system	3,379.00
3891.2852-01		Downer EDI Works Pty Ltd	1,077.97	INV	12/06/2019	6007132	.50 tonne asphalt	62.74
				INV	12/06/2019	6007133	4 tonne asphalt	763.14
				INV	12/06/2019	6007131	.50 tonne asphalt	69.37
				INV	12/06/2019	3007130	1.4 tonne asphalt	182.72
3891.302-01		Chadson Engineering	337.15	INV	11/06/2019	A0082713	Pool testing tablets	337.15
3891.3046-01		Austswim Limited	207.00	INV	10/06/2019	INV-1083	Gold recognition for swim school	207.00
3891.3105-01		Poly Pipe Traders	82.86	INV	12/06/2019	00098599	PVC pipe 25mm CL 9x6m	35.36
				INV	12/06/2019	00098524	Hansen ball valve 50mm	47.50
3891.313-01		Children's Book Council Of Australi	321.00	INV	11/06/2019	00005655	Book Week promotional materials	321.00
3891.3212-01		Marketforce Pty Ltd	2,183.90	INV	12/06/2019	27824	Advertising 040519	578.47
				INV	12/06/2019	27826	Advertising 180519	737.69
				INV	12/06/2019	27827	Advertising 180519	578.47
				INV	12/06/2019	27825	Advertisings 080519	289.27
3891.3293-01		Signaltech	715.00	INV	12/06/2019	3494	Banksia Park 44 replace TV power supply	715.00
3891.3320-01		Arbor Logic	3,102.00	INV	12/06/2019	00004119	Tree risk arbor reports various	3,102.00
3891.339-01		Civica Pty Ltd	330.00	INV	11/06/2019	M/LAO11981	Licence support & maintenance April to June 19	330.00

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3891.357-01		BullAnt Security Pty	30.00	INV	10/06/2019	10,185,695	1 x MK9 key	30.00
3891.358-01		Coastline Mowers	748.80	INV	11/06/2019	20293#1	Concrete saw blades	630.00
				INV	10/06/2019	20304#12	Fuel pump	118.80
3891.3607-01		Hays Specialist Recruitment Pty Ltd	888.23	INV	12/06/2019	8226524	Temp staff week ending 070419	888.23
3891.3632-01		Eclipse Soils Pty Ltd	1,050.50	INV	12/06/2019	KWIN01R043601	Greenwaste tipping 29-30 May 2019	1,050.50
3891.380-01		Community Newspaper Group	220.00	INV	11/06/2019	466692	Advertising 030519	220.00
3891.3842-01		ImagingStation	508.75	INV	10/06/2019	898MYKWI	Consulting on site review	508.75
3891.3878-01		Risk Managment Technologies Pty Ltd	4,728.90	INV	12/06/2019	96854	Chemalert system license renewal	4,728.90
3891.3914-01		Bladon WA Pty Ltd	370.21	INV	12/06/2019	BWAI41001	Tablecloth	370.21
3891.3916-01		Kwinana Industries Council	281.25	INV	10/06/2019	00011936	Trainee fortnight ending 240519	281.25
3891.407-01		Winc Australia Pty Ltd	368.21	INV	10/06/2019	9027475349	Extra stationery order for Records May 2019	58.65
				INV	10/06/2019	9027384608	Stationery Darius Wells	309.56
3891.4112-01		Cleverpatch Pty Ltd	164.96	INV	12/06/2019	331958	Supplies for Darius Wells	164.96
3891.4125-01		LD Total	95,889.82	INV	12/06/2019	98957	Applications of Lake Pac for pond in Wellard	179.96
				INV	12/06/2019	99173	Irrigation maintenance various locations May 2019	367.22
				INV	12/06/2019	98958	Supply and install 10m3 pine bark mulch Wellard	1,650.00
				INV	12/06/2019	99177	Irrigation maintenance Living Edge May 2019	92.73
				INV	12/06/2019	99014	Various irrigation repair works May 2019	626.08
				INV	12/06/2019	98951	Various irrigation repair works May 2019	525.39
				INV	12/06/2019	98952	Various irrigation repair works May 2019	66.85
				INV	12/06/2019	99163	Irrigation maintenance Honeywood Rise May 2019	646.45
				INV	12/06/2019	99179	Irrigation maintenance various locations May 2019	2,783.18
				INV	12/06/2019	99175	Irrigation maintenance various locations May 2019	348.34
				INV	12/06/2019	99169	Irrigation maintenance Daybreak Park May 2019	202.86
				INV	12/06/2019	99155	Irrigation maintenance various locations May 2019	1,118.79
				INV	12/06/2019	99176	Landscape maintenance various locations May 2019	1,965.14

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				INV	12/06/2019	99180	Landscape maintenance various locations May 2019	9,268.25
				INV	12/06/2019	99170	Landscape maintenance Daybreak Park May2019	999.58
				INV	12/06/2019	99162	Landscape maintenance various locations May 2019	15,807.73
				INV	12/06/2019	99172	Landscape Maintenance various parks May 2019	29,306.71
				INV	12/06/2019	99160	Landscape maintenance various locations May 2019	5,223.74
				INV	12/06/2019	99156	Landscape maintenance various locations May 2019	5,023.14
				INV	12/06/2019	99161	Irrigation maintenance various locations May 2019	4,693.69
				INV	12/06/2019	99171	Irrigation maintenance various locations May 2019	6,799.88
				INV	12/06/2019	99159	Irrigation maintenance various locations May 2019	1,615.39
				INV	12/06/2019	99165	Landscape maintenance Latitude 32 May 2019	2,725.49
				INV	12/06/2019	99178	Landscape maintenance Living Edge May 2019	341.09
				INV	12/06/2019	99174	Landscape maintenance various locations May 2019	978.62
				INV	12/06/2019	99164	Landscape maintenance Honeywood Rise May 2019	2,533.52
3891.4245-01		ED Property Services	3,080.00	INV	12/06/2019	00001274	Replace damaged shelf Callistemon Court U9	495.00
				INV	12/06/2019	00001271	Banksia Park 59 & 60 replace gutters/fence panel	2,420.00
				INV	12/06/2019	00001272	Callistemon Court 10 repairs to bathroom vanity	165.00
3891.4246-01		Atom Supply	94.39	INV	10/06/2019	P556996	City Operations uniforms	94.39
3891.4590-01		Eco Imports Pty Ltd	570.00	INV	12/06/2019	SI-130753	Giant connect four game Darius Wells	570.00
3891.4664-01		AMPAC Debt Recovery (WA) Pty Ltd	9.94	INV	11/06/2019	55755	Legal fees May 2019 Library	9.94
3891.4719-01		Complete Office Supplies Pty Ltd	498.31	INV	12/06/2019	08327984	Over ear head phones	61.84
				INV	12/06/2019	08238260	Stationery Depot	200.73
				INV	12/06/2019	08286787	Stationery Depot	235.74
3891.480-01		Department of Transport	149.60	INV	11/06/2019	4114229	Disclosure of information fees	149.60

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3891.4808-01		Simply Headsets	1,722.00	INV	12/06/2019	INV-22237	4 x Jabra Pro 9470 wireless headset	1,722.00
3891.4861-01		Big W	383.70	INV	12/06/2019	176774	Equipment for Darius creche	383.70
3891.5071-01		JB HiFi Commercial Division	288.50	INV	12/06/2019	DE1-7028124-99-1	Headphones x 4	288.50
3891.516-01		Gareth Owen Dudley	49.83	INV	12/06/2019	11thJune2019	Reimbursement of MR drivers licence	49.83
3891.5516-01		CSIRO Publishing	24.99	INV	12/06/2019	308510	Library items	24.99
3891.5520-01		Master Lock Service	252.00	INV	12/06/2019	00006018	Callistemon Court 52 replace broken window lock	142.00
				INV	11/06/2019	00006013	Supply padlocks and shackles	110.00
3891.5581-01		Totally Workwear Rockingham	158.02	INV	12/06/2019	RK7497.D2	Uniforms City Assist	158.02
3891.5645-01		Name Badge World	31.85	INV	12/06/2019	B87016	Name badges	31.85
3891.572-01		Fire & Emergency Services, Dept of	564,376.99	INV	12/06/2019	149084	2018/19 ESL Quarter 4	564,376.99
3891.5823-01		Accord Security Pty Ltd	517.00	INV	11/06/2019	00023610	Cash collection services for May 2019	517.00
3891.5995-01		Zenien Pty Ltd T/as ATFT Astuta Tru	5,071.00	INV	10/06/2019	l6437	CCTV cleaning maintenance	5,071.00
3891.6018-01		ALSCO Pty Ltd	201.25	INV	12/06/2019	CPER1945263	Linen for OCM and ELBS dinners	40.29
				INV	12/06/2019	CPER1942837	Linen for OCM and EMBS dinners	72.16
				INV	12/06/2019	CPER1945393	Linen for OCM and EMBS dinners	88.80
3891.6252-01		Amanda Kendle Consulting	559.00	INV	11/06/2019	0001959	Public talk 060619	559.00
3891.6267-01		Woolworths Group Limited	1,572.15	INV	12/06/2019	3592918	Items for Darius Wells	50.95
				INV	12/06/2019	3592921	Food and supplies for Mooditj Kulungars	207.94
				INV	12/06/2019	36484071	Admin items	233.90
				INV	12/06/2019	3592936	Supplies for Darius creche	266.89
				INV	12/06/2019	3592942	Items for Mooditj Kulungars and Family Day Care	114.80
				INV	11/06/2019	3592938	Items for Zone programs	29.59
				INV	11/06/2019	3592937	Items for Zone programs	38.29
				INV	11/06/2019	36256028	Admin items	206.60
				INV	11/06/2019	36290463	Admin items	128.94
				INV	11/06/2019	3592928	Recquatic items	81.95
				INV	11/06/2019	3592933	Recquatic items	212.30
3891.6289-01		Clockwork Print	2,240.70	INV	11/06/2019	INV-0058228	Expo banner for Lyrik awards	968.00
				INV	10/06/2019	INV-0058046	Signs for the Zone ACM panel 2x A0 posters	214.50
				INV	10/06/2019	INV-0058050	Instagram frame for The Zone	202.40

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				INV	10/06/2019	INV-0058070	ACM panel for the Zone	96.80
				INV	10/06/2019	INV0058048	Stickers for spin desk bikes	759.00
3891.6336-01		Print and Design Online Pty Ltd	1,500.00	INV	10/06/2019	16318	Repairs to What's On Website	1,500.00
3891.6370-01		Elexacom	21,077.84	INV	10/06/2019	26449	Electrical works Koorliny Arts Centre	1,542.81
				INV	10/06/2019	26448	Electrical works Koorliny Arts Centre	4,482.10
				INV	10/06/2019	26415	Banksia Park Clubhouse replace wall mounted lights	2,303.05
				INV	10/06/2019	26420	Banksia Park 42 install new GPO for HWS	330.01
				INV	10/06/2019	26068	Recquatic investigate and repair PA system	118.17
				INV	10/06/2019	26435	Depot investigate why circuit protection tripped	314.94
				INV	10/06/2019	26440	Administration car park lights reprogramming	194.63
				INV	10/06/2019	26442	John Wellard preventative maintenance	402.95
				INV	10/06/2019	26443	Senior Citizens repair faulty fittings	532.66
				INV	10/06/2019	26363	Orelia Oval adjust timer for tower lights	77.86
				INV	10/06/2019	26361	Darius Wells Library lighting repairs/maintenance	389.27
				INV	10/06/2019	26432	Thomas Oval/Kelly Pavilion major lighting repairs	7,310.52
				INV	10/06/2019	26310	Casuarina Fire Station repairs to power circuits	517.72
				INV	10/06/2019	26444	Koorliny Arts Centre emergency light repair	769.66
				INV	10/06/2019	26445	Business Incubator RCD/lighting checks	389.27
				INV	10/06/2019	26446	Parmelia House RCD/lighting testing	155.71
				INV	10/06/2019	26447	Wellard Pavilion preventative maintenance repairs	522.06
				INV	10/06/2019	26434	Depot preventative maintenance	233.56
				INV	10/06/2019	26433	Recquatic preventative maintenance	272.48
				INV	12/06/2019	26362	Banksia Park 38 RCD testing and replacement	218.41
3891.6583-01		ALS Library Services Pty Ltd	22.49	INV	12/06/2019	00063551	Library items	22.49
3891.665-01		Gregs Glass	4,704.00	INV	12/06/2019	7279-19	Banksia Park 29 install shower screen/glass repair	895.00
				INV	12/06/2019	7264-19	Fiona Harris Pavilion cracked window repair	619.00
				INV	10/06/2019	6975-19	Leda Hall supply/install panel door	3,190.00
3891.6659-01		Cadgroup Australia	3,410.00	INV	12/06/2019	P-51411.A	AutoCAD annual subscription renewal	3,410.00

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3891.682-01		Harmony Software	1,188.00	INV	12/06/2019	I3-267	Harmony Educator subscriptions May 2019	1,188.00
3891.69-01		Alinta Gas	186.10	INV	12/06/2019	765774910May19	94U Family Day Care	49.65
				INV	12/06/2019	152876670Jun19	10U Village Office	27.70
				INV	10/06/2019	113003464Jun19	521U Little Rascals	108.75
3891.7385-01		What's On 4 Australia	273.90	INV	12/06/2019	WO41359	Annual renewal Facebook and e-newsletter features	273.90
3891.7388-01		Morris Jacobs	155.00	INV	12/06/2019	6-04/06/19	Facilitating fees 040619	155.00
3891.7445-01		Mustang Welding & Fabrication	2,527.25	INV	10/06/2019	194	Scheduled servicing and repairs of trailer fleet	2,527.25
3891.7523-01		Housing Authority	4,495.10	INV	12/06/2019	17.6	Rates refund	4,495.10
3891.7544-01		Mantrac Pty Ltd	6,270.00	INV	10/06/2019	1853	Honeywood Reserve hire of forestry mower	6,270.00
3891.7575-01		Pickles Auctions	99.00	INV	10/06/2019	DI000128283	Vehicle towing 1BWN708	99.00
3891.7620-01		Perth Parkour Inc	810.00	INV	12/06/2019	INV-0068	After school workshop term 2	810.00
3891.762-01		Blackwood & Sons Ltd	236.51	INV	11/06/2019	KW7408TE	Safety boots	236.51
3891.7676-01		Challenger Veterinary Hospital	160.00	INV	11/06/2019	58019	Animal services	160.00
3891.7689-01		VARIDESK	1,045.00	INV	10/06/2019	IVC-2-1178523	4 x Dual Monitor Arms	1,045.00
3891.7778-01		Frichot & Frichot	786.05	INV	10/06/2019	17.0	Rates refund	786.05
3891.8055-01		The Green Barista Coffee	136.85	INV	11/06/2019	19207	Catering for Community Planting Day	136.85
3891.8062-01		Moncrieff Technology Solutions Pty	7,476.48	INV	10/06/2019	00030026	Annual Webroot protection	7,476.48
3891.8099-01		Total Tools Rockingham	2,299.00	INV	10/06/2019	68689	City Operations Building Maintenance thicknesser	2,299.00
3891.8125-01		Xpresso Delight Midland	990.00	INV	11/06/2019	INV-0179	Coffee machine service March 2019	440.00
				INV	11/06/2019	INV-0187	Coffee machine service May 2019	550.00
3891.8167-01		Mega Glow Yoga	140.00	INV	12/06/2019	003	Yoga class 050519 Banksia Park	140.00
3891.8224-01		Axis Contracting	2,495.25	INV	12/06/2019	4557	Install concrete footpath Burlington Street	2,495.25
3891.8302-01		Chris Kershaw Photography	440.00	INV	10/06/2019	L2461	Photography Kwinana Recquatic under 5's event	440.00
3891.8319-01		Poolwerx Spearwood	2,905.95	INV	12/06/2019	113003-1	Service and test water Adventure Park May 2019	2,905.95
3891.8325-01		Envirosweep	695.75	INV	12/06/2019	65733	Extra road sweeping Millar Road	695.75

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3891.8330-01		Solomons Flooring Willetton	2,825.00	INV	12/06/2019	100370	Install carpet Leda Hall deposit	2,825.00
3891.8421-01		Back Beach Co	154.50	INV	11/06/2019	16718	Towel robes for Recquatic	154.50
3891.8596-01		Bop Till You Drop WA	380.00	INV	11/06/2019	15822	School Holiday program Recquatic 100719	380.00
3891.8597-01		SMS Broadcast Pty Ltd	179.00	INV	11/06/2019	66861	Allocation of dedicated number Rates	179.00
3891.8656-01		Connecting Community for Kids	10,000.00	INV	11/06/2019	12875	Child Health Early Intervention Rapid trial	10,000.00
3891.8894-01		Landscape and Maintenance Solutions	35,573.33	INV	12/06/2019	INV-1157	Mowing service of streetscapes May 2019	8,490.84
				INV	12/06/2019	INV-1155	Mowing maintenance dryland reserves May 2019	9,962.28
				INV	12/06/2019	INV-1158	Mowing maintenance various locations	1,878.58
				INV	12/06/2019	INV-1156	Broadacre mowing of sports grounds	15,241.63
3891.8899-01		Majestic Plumbing	10,490.49	INV	12/06/2019	233253	Banksia Park 37 replace unserviceable HWS	1,770.21
				INV	12/06/2019	233282	Callistemon Court repair leaking garden tap	108.75
				INV	12/06/2019	233284	Banksia Park 10 fit new kitchen spout	200.61
				INV	12/06/2019	233317	Plumbing services Banksia Park U55	346.98
				INV	12/06/2019	233307	Repairs to gas heater Callistemon Courts U40	86.75
				INV	12/06/2019	233254	Bright Futures replace pillar taps	605.00
				INV	12/06/2019	233255	Recquatic repair ladies toilet hydro pool	341.24
				INV	10/06/2019	233183	Banksia Park 64 replace cistern	222.99
				INV	10/06/2019	233189	Banksia Park 19 repair leaking hose tap	122.50
				INV	10/06/2019	233202	Callistemon Court 5 repair leaking cistern	136.25
				INV	10/06/2019	233184	Callistemon Court 27 inspect water meter	97.75
				INV	10/06/2019	233239	Callistemon Court 11 & 12 replace water meters	973.46
				INV	10/06/2019	233241	Wellard Pavilion installation of drink fountain	5,478.00
3891.8979-01		Vocus Communications	1,694.00	INV	11/06/2019	P425866	Monthly internet services June 19	1,694.00
3891.8996-01		Fridgair Industries Pty Ltd	400.95	INV	11/06/2019	32719	Supply and install fan motor Wellard Pavilion	400.95
3891.8998-01		McLeods	9,150.57	INV	12/06/2019	108669	Legal fees Matter No 43806	3,846.37
				INV	11/06/2019	108537	Legal fees Matter No 42544	926.40
				INV	11/06/2019	108538	Legal fees Matter No 42545	1,019.35
				INV	11/06/2019	108539	Legal fees Matter No 42547	826.40
				INV	11/06/2019	108535	Legal fees Matter No 42550	349.80
				INV	11/06/2019	108257	Legal fees Matter No 42541	1,264.65

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				INV	11/06/2019	108540	Legal fees Matter No 42543	917.60
3891.9013-01		Department of Mines, Industry	13,587.57	INV	11/06/2019	May2019	Building Services Levy May 2019	13,587.57
3891.9019-01		Kearns Garden Supplies	64.00	INV	12/06/2019	310519	Sand for sandpits at Darius creche	64.00
3891.903-01		Lo-Go Appointments	1,337.60	INV	12/06/2019	00419881	Temp staff week ending 010619	1,337.60
3891.9043-01		Ruckus Scooters Pty Ltd	660.00	INV	12/06/2019	INV-0044	Scooter clinic 020619	660.00
3891.9044-01		TenderLink	1,006.50	INV	10/06/2019	AU-278197	Tender services	1,006.50
3891.9076-01		Charles Service Company	47,636.49	INV	10/06/2019	00031840	Cleaning various locations 180519 and 190519	886.88
				INV	11/06/2019	00031837	Ad-hoc cleaning services 040519	680.65
				INV	11/06/2019	00031839	Cleaning Fiona Harris and Thomas Kelly Pavilion	763.13
				INV	11/06/2019	00031841	Halls and Pavilion cleaning 25-26 May 19	1,299.39
				INV	11/06/2019	00031766	Cleaning consumables May 2019	1,315.78
				INV	11/06/2019	00031790	Cleaning services May 2019	42,690.66
3891.9081-01		Kwinana Smash Repairs	500.00	INV	11/06/2019	15,283	Repairs 1GJX593	500.00
3891.9133-01		People Solutions Australasia Pty Lt	715.00	INV	10/06/2019	00013185	Psychometric testing	715.00
3891.9325-01		Manfred Surveys	440.00	INV	11/06/2019	01326	Survey service Pace Road	440.00
3891.9431-01		Perth Energy	549.04	INV	11/06/2019	110126097May19	21.11U Wellard Pavilion	200.23
				INV	11/06/2019	110126142	222.2U Medina Oval changerooms	137.83
				INV	11/06/2019	110126144	196.11U Medina Oval clubrooms	210.98
3891.9432-01		Forms Express Pty Ltd	2,585.00	INV	11/06/2019	222455	Annual licence fees eNotices 2019/2020	2,585.00
3891.9491-01		Espresso Essential WA	354.89	INV	12/06/2019	121195/01	Coffee machine supplies Admin	354.89
3891.9572-01		Aaron Thomas	650.00	INV	12/06/2019	116	Open Mic event 060619	650.00
3891.9590-01		My Media Intelligence Pty Ltd	869.09	INV	11/06/2019	INV-1150	Monthly media monitoring	869.09
3891.96-01		Apace Aid (Inc)	4,065.60	INV	12/06/2019	00011448	Native seedlings Homestead Ridge	828.96
				INV	12/06/2019	00011447	Native seedlings Henley Reserve	2,654.08
				INV	12/06/2019	00011439	Native seedlings Squires Reserve	582.56
3891.9626-01		Freedom Fairies	693.00	INV	11/06/2019	INV-0749	Entertainment Recquatic Family Day	693.00
3891.9676-01		Sifting Sands	9,731.34	INV	12/06/2019	INV-0851	Sand cleaning various locations	9,346.90
				INV	12/06/2019	INV-0852	Sand cleaning Adventure Park 170519	384.44
3891.9762-01		Native Plants WA	3,669.00	INV	12/06/2019	INV-0136	Native seedlings Homestead Ridge	1,446.00

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				INV	12/06/2019	INV-0137	Native seedlings Henley Reserve	2,223.00
3891.9865-01		Amazing Clean Rockingham	290.00	INV	12/06/2019	C9692	Banksia Park 37 clean all blinds	290.00
3891.9892-01		LF Media	2,170.34	INV	11/06/2019	22023	Install sign Senior Citizen Centre	1,348.91
				INV	11/06/2019	22024	Install John Wellard plaque Install	165.00
				INV	11/06/2019	22022	2 x signs in Council Lounge	656.43
3891.9981-01		Commercial and Home Sustainability	300.00	INV	10/06/2019	2018-013	Living Green Festival seminar	300.00
3892	14/06/2019	EFT TRANSFER: - 14/06/2019	247,871.99					
3892.10152-01		SuperChoice	247,871.99	INV	31/05/2019	May2019-01	Superannuation-May2019-01	177,319.59
				INV	31/05/2019	May2019-03	Superannuation-May2019-03	5,479.10
				INV	31/05/2019	May2019-06	Superannuation-May2019-06	2,661.09
				INV	31/05/2019	May2019-07	Superannuation-May2019-07	3,602.52
				INV	31/05/2019	May2019-13	Superannuation-May2019-13	1,647.81
				INV	31/05/2019	May2019-14	Superannuation-May2019-14	9,802.79
				INV	31/05/2019	May2019-16	Superannuation-May2019-16	1,088.85
				INV	31/05/2019	May2019-17	Superannuation-May2019-17	14,589.40
				INV	31/05/2019	May2019-18	Superannuation-May2019-18	2,079.34
				INV	31/05/2019	May2019-21	Superannuation-May2019-21	941.47
				INV	31/05/2019	May2019-22	Superannuation-May2019-22	423.25
				INV	31/05/2019	May2019-24	Superannuation-May2019-24	662.86
				INV	31/05/2019	May2019-28	Superannuation-May2019-28	190.91
				INV	31/05/2019	May2019-29	Superannuation-May2019-29	469.21
				INV	31/05/2019	May2019-30	Superannuation-May2019-30	1,058.54
				INV	31/05/2019	May2019-37	Superannuation-May2019-37	1,664.40
				INV	31/05/2019	May2019-43	Superannuation-May2019-43	193.13
				INV	31/05/2019	May2019-46	Superannuation-May2019-46	1,449.84
				INV	31/05/2019	May2019-48	Superannuation-May2019-48	1,105.08
				INV	31/05/2019	May2019-50	Superannuation-May2019-50	1,956.26
				INV	31/05/2019	May2019-54	Superannuation-May2019-54	1,208.22
				INV	31/05/2019	May2019-55	Superannuation-May2019-55	2,902.69
				INV	31/05/2019	May2019-56	Superannuation-May2019-56	1,210.70
				INV	31/05/2019	May2019-58	Superannuation-May2019-58	486.47
				INV	31/05/2019	May2019-60	Superannuation-May2019-60	860.60
				INV	31/05/2019	May2019-63	Superannuation-May2019-63	291.90
				INV	31/05/2019	May2019-64	Superannuation-May2019-64	742.84

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				INV	31/05/2019	May2019-65	Superannuation-May2019-65	619.59
				INV	31/05/2019	May2019-66	Superannuation-May2019-66	447.87
				INV	31/05/2019	May2019-70	Superannuation-May2019-70	595.49
				INV	31/05/2019	May2019-72	Superannuation-May2019-72	955.13
				INV	31/05/2019	May2019-73	Superannuation-May2019-73	1,281.36
				INV	31/05/2019	May2019-75	Superannuation-May2019-75	227.73
				INV	31/05/2019	May2019-76	Superannuation-May2019-76	69.93
				INV	31/05/2019	May2019-78	Superannuation-May2019-78	533.19
				INV	31/05/2019	May2019-79	Superannuation-May2019-79	1,078.00
				INV	31/05/2019	May2019-80	Superannuation-May2019-80	1,779.80
				INV	31/05/2019	May2019-81	Superannuation-May2019-81	533.20
				INV	31/05/2019	May2019-82	Superannuation-May2019-82	281.32
				INV	31/05/2019	May2019-83	Superannuation-May2019-83	411.76
				INV	31/05/2019	May2019-84	Superannuation-May2019-84	175.06
				INV	31/05/2019	May2019-85	Superannuation-May2019-85	322.02
				INV	31/05/2019	May2019-86	Superannuation-May2019-86	510.87
				INV	31/05/2019	May2019-87	Superannuation-May2019-87	331.43
				INV	31/05/2019	May2019B-01	Superannuation-May2019B-01	358.18
				INV	30/04/2019	April2019B-14	Superannuation-April2019B-14	1,271.20
3893	20/06/2019	EFT TRANSFER: - 21/06/2019	1,510,617.07					
3893.10034-01		Rockingham Church of Christ	446.90	RFD	20/06/2019	1475864	Refund bond bus hire 030519	446.90
3893.1034-01		North Lake Electrical Pty Ltd	14,637.15	INV	17/06/2019	53794	Install starter cubicle Thomas Road bore 3	14,637.15
3893.10373-01		Green Willows Industrial Cleaning a	200.00	INV	20/06/2019	12-13/06/2019	Clubhouse and office cleaning Banksia Park	200.00
3893.1046-01		OCE Australia Ltd	233.79	INV	19/06/2019	1475328	Printer charges ColorWave 550 May 19	233.79
3893.10483-01		Q2 Online	2,541.00	INV	17/06/2019	0619-005	Website Strategy consultancy services	2,541.00
3893.10590-01		Danber Technical Services	74,033.17	INV	20/06/2019	00157	Solar light replacement Latitude 32	74,033.17
3893.10742-01		Studio Orange	4,268.00	INV	19/06/2019	INV-0699	Additional voice over recording and editing	132.00
				INV	17/06/2019	INV-0696	Online video campaign for Community Centres	4,136.00
3893.10912-01		Perth Modern School	400.00	INV	19/06/2019	17thJune2019	2018 Educational Scholarship	400.00
3893.11-01		ABA Automatic Gates	240.00	INV	20/06/2019	IN082601	Service main entrance gate Depot	240.00
3893.11049-01		QTM Pty Ltd	18,401.38	INV	20/06/2019	INV-1507	Traffic management 250519 Rockingham Road	2,060.60

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				INV	19/06/2019	INV-1236	Traffic management for street light repairs	734.12
				INV	19/06/2019	INV-1229	Traffic management for asphalt repairs 130519	713.96
				INV	19/06/2019	INV-1736	Traffic management 300519 Millar Road	4,466.85
				INV	19/06/2019	INV-1500	Traffic management 220519 The Strand	1,337.20
				INV	17/06/2019	INV-1755	Traffic management to 240519 Millar Road	6,018.63
				INV	17/06/2019	INV-1523	Traffic management to 230519 Beacham Crescent	1,784.89
				INV	17/06/2019	INV-1506	Traffic management 240519	1,285.13
3893.11107-01		No Boxes Pty Ltd	300.00	INV	17/06/2019	014	Workshop Macrame and Mindfulness	300.00
3893.11135-01		Devan Jewellery	1,000.00	INV	17/06/2019	00010	Artist Fees concept design proposal & presentation	1,000.00
3893.11136-01		Carle Maree	1,000.00	INV	17/06/2019	0004/0519	Artist Fees concept design proposal & presentation	1,000.00
3893.11213-01		Iron Edge	1,686.04	INV	19/06/2019	000019493	Assorted plates for gym Recquatic	1,686.04
3893.11233-01		Flourish With Deanne	55.00	INV	18/06/2019	5008	Survey gift for wellness expo 080619	55.00
3893.11243-01		GPC Asia Pacific Pty Ltd	468.11	INV	14/06/2019	1650114557	Filters and service kit	299.49
				INV	14/06/2019	1650114478	Filters and brake pads	168.62
3893.11244-01		Netstar Australia Pty Ltd	7,617.72	INV	19/06/2019	70985	Ezy2c website subscription	7,617.72
3893.11252-01		B1 Homes	1,477.68	INV	19/06/2019	31stMay2019	Refund building and verge permit fees BP2019/307	1,078.39
				INV	14/06/2019	5thJune2019	Refund of building fees BP2019/307	399.29
3893.11257-01		Flags and Canopies Australia	988.90	INV	19/06/2019	939	3x3m branded pop up tent for Recquatic	988.90
3893.11259-01		Terry James Andrew Kisnorbo	61.65	INV	14/06/2019	13thJune2019	Refund building licence fee BP2019/232	61.65
3893.11261-01		Macroplan	7,480.00	INV	20/06/2019	88987-01	Final report Planning Advisory	7,480.00
3893.11265-01		Jules Rwibagiza	540.00	INV	20/06/2019	A/N22409	Crossover subsidy rebate	540.00
3893.11266-01		Jovert Michael Saulon	540.00	INV	20/06/2019	A/N23748	Crossover subsidy rebate	540.00
3893.11267-01		Laidy Gonzalez	360.00	INV	20/06/2019	A/N22594	Crossover subsidy rebate	360.00
3893.11268-01		Clinton Kenneth Wyld	1,140.00	INV	20/06/2019	A/N22195	Crossover subsidy rebate	1,140.00
3893.11269-01		Marlene Martin	660.00	INV	20/06/2019	A/N3019	Crossover subsidy rebate	660.00
3893.11270-01		Alistair Carson	420.00	INV	20/06/2019	A/N23814	Crossover subsidy rebate	420.00
3893.11271-01		Brian Joseph Herico Cleofe	540.00	INV	20/06/2019	A/N23258	Crossover subsidy rebate	540.00

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3893.11272-01		Victoria Edwards-Rushworth	360.00	INV	20/06/2019	31stMay2019	Crossover subsidy rebate	360.00
3893.11273-01		Rachael Elizabeth Hoskin	100.00	RFD	19/06/2019	1478069	Refund bond Patio hire 150519	100.00
3893.11274-01		Kate Anderson	100.00	RFD	19/06/2019	1485150	Refund bond Patio hire 150619	100.00
3893.11275-01		Annmarie Cornell	100.00	RFD	19/06/2019	1463157	Refund bond Patio hire 060419	100.00
3893.11276-01		Hope Spring Fellowship (SDA WA Chur	66.60	INV	19/06/2019	17thJune2019	Refund cancelled booking 220619	66.60
3893.11277-01		Jermaine Pickett	250.00	INV	19/06/2019	17thJune2019	Lyrik Awards round 23 incentive payment	250.00
3893.11278-01		Laura Mountford	100.00	RFD	19/06/2019	1436234	Refund bond Patio hire 220219	100.00
3893.11279-01		Timberlast WA	61.65	INV	19/06/2019	13thJune2019	Refund BSL levy BP2019/55	61.65
3893.11281-01		Rodney William De San Miguel	123.80	INV	20/06/2019	18thJune2019	Reimbursement expenses for Sydney EMPA conference	123.80
3893.1130-01		Port Printing Works	288.20	INV	17/06/2019	INV038572	Printing of school holiday programs Darius Wells	288.20
3893.1166-01		RAC Motoring Pty Ltd t/a RAC Busine	329.00	INV	19/06/2019	1490811	Replacement battery for KWN2025	329.00
3893.1186-01		Red Dot	49.99	INV	19/06/2019	41383555	Art and drama supplies William Bertram Centre	19.99
				INV	19/06/2019	41437614	Art and drama supplies William Bertram Centre	30.00
3893.1187-01		Red Sand Supplies Pty Ltd	2,231.90	INV	19/06/2019	00012153	Tipping fees	2,231.90
3893.1205-01		Ridleys Towing & Transport	492.50	INV	19/06/2019	3350	Bus cleaning for January 2019	25.00
				INV	19/06/2019	3349	Take bus for a service and return	50.00
				INV	19/06/2019	3352	Human Resources tour	20.00
				INV	19/06/2019	3351	Driver for Human Resources tour	62.50
				INV	19/06/2019	3353	Bus cleaning March 2019	100.00
				INV	19/06/2019	3354	Driver from Recquatic to Canning Vale and return	82.50
				INV	19/06/2019	3355	Take bus for service and return March 2019	50.00
				INV	19/06/2019	3357	Cleaning after bus tour and Zone trip	40.00
				INV	19/06/2019	3356	Driver for Human Resources tour 030419	62.50
3893.1227-01		Rockingham Holden	160.72	INV	20/06/2019	38286	Parts	160.72
3893.1276-01		Satellite Security Services	555.00	INV	17/06/2019	IV005692	The Zone replace alarm battery	240.00
				INV	14/06/2019	IV005616	Adjust door opening times Darius Wells	50.00
				INV	17/06/2019	IV005590	Adventure Park repair faulty sensor	265.00

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3893.1335-01		Rockingham Kwinana Chamber of Comme	5,000.00	INV	19/06/2019	IV000105254	2019 RKCC Regional Business Awards	5,000.00
3893.1367-01		Star Trophies	720.00	INV	18/06/2019	00015326	12 art glass trophies for upcoming awards season	720.00
3893.1393-01		Sunny Sign Company Pty Ltd	650.10	INV	19/06/2019	411341	Signage parts	650.10
3893.1516-01		Trisley's Hydraulic Services Pty Lt	7,606.50	INV	19/06/2019	80203262	Service of water treatment plant Recquatic	776.16
				INV	19/06/2019	80203263	Annual service of gas system Recquatic	1,235.30
				INV	19/06/2019	80203264	Annual chlorine gas service Recquatic	2,108.04
				INV	18/06/2019	80203259	Supply and install new lamps to 25m pool Recquatic	3,487.00
3893.1530-01		Wormald Australia Pty Ltd	578.60	INV	17/06/2019	7971556	Koorliny Community Arts Centre fire alarm trigger	578.60
3893.1536-01		Ulverscroft Large Print Books	3,000.91	INV	17/06/2019	00104205	Library items	1,502.50
				INV	17/06/2019	00104206	Library items	1,498.41
3893.1561-01		WA Limestone Co	3,488.26	INV	18/06/2019	MI2556/01	Supply and deliver crushed limestone Duckpond Rd	387.66
				INV	19/06/2019	MI2883/02	Lawn sand 28 tonne Depot	391.08
				INV	19/06/2019	MI2883/01	Supply and deliver crushed limestone Millar Road	986.41
				INV	19/06/2019	SW2891/01	Supply and deliver crushed limestone Millar Road	1,723.11
3893.1592-01		Water Corporation of Western Austra	496.31	INV	13/06/2019	9018197324Jun19	202U Drink fountain Honeywood Park	496.31
3893.1614-01		Westbooks	594.46	INV	17/06/2019	307115	Adult stock request	14.79
				INV	17/06/2019	307114	Junior books requested titles	47.33
				INV	17/06/2019	307110	Requested Junior and young adult books	48.07
				INV	17/06/2019	307113	Adult fiction and non fiction books	163.18
				INV	17/06/2019	307112	Junior book	17.01
				INV	17/06/2019	307111	Assorted titles in line with selection profile	304.08
3893.1621-01		Western Australian Treasury Corpora	563,659.39	INV	17/06/2019	Loan#106	Loan #106 due 240619 capital and interest	71,491.02
				INV	17/06/2019	Loan#98	Loan #98 due 250619 capital and interest	91,793.12
				INV	17/06/2019	Loan#99	Loan #99 due 250619 capital and interest	67,994.91
				INV	17/06/2019	Loan#100	Loan #100 due 250619 capital and interest	96,073.27
				INV	17/06/2019	Loan#102	Loan #102 due 250619 interest	168,469.57
				INV	17/06/2019	Loan#104	Loan #104 due 260619 interest	67,837.50
3893.1674-01		Inkwell Cartridges & Toner	164.00	INV	19/06/2019	71196	Kyocera toner	164.00
3893.1762-01		Officeworks BusinessDirect	27.86	INV	19/06/2019	43522124	Workshop stationery supplies	27.86
3893.1814-01		P Rond & Co	10,885.03	INV	20/06/2019	0000632	Supply and install new pump McGuigan Park	10,885.03

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3893.1825-01		Greenacres Turf Group	627.00	INV	20/06/2019	00055808	Install instant lawn Adventure Park	627.00
3893.1833-01		Host Direct	493.90	INV	19/06/2019	I213401	Birko commercial microwave 25 ltr oven	493.90
3893.1856-01		Cornerstone Legal	1,069.90	INV	19/06/2019	16261	Legal fees Matter No 004841	1,069.90
3893.1937-01		Coles Myer Ltd - Gift Card Accounti	3,004.95	INV	19/06/2019	CGC821700	Gift vouchers for awards	3,004.95
3893.2021-01		Subway Kwinana	284.00	INV	19/06/2019	93	Catering for LPS Workshop Lunch 21 May 2019	284.00
3893.2071-01		Compleat Angler & Camping World -	936.80	INV	18/06/2019	19-00009417	Adult and child life jackets in various sizes	936.80
3893.2097-01		Beaver Tree Services Aust Pty Ltd	78,912.31	INV	17/06/2019	69454	Climbing works Calista Oval	4,484.44
				INV	17/06/2019	69450	Tree removal and stump grind Sulphur Road Orelia	306.05
				INV	17/06/2019	69448	Tree removal and stump grind Maldon Park Wellard	853.58
				INV	17/06/2019	69449	Tree removal and stump grind Sanctuary Drive	655.83
				INV	17/06/2019	69446	Tree pruning and stump removal Sicklemore Rd	967.98
				INV	17/06/2019	69459	Climbing works Medina Oval Gilmore Ave	2,242.22
				INV	17/06/2019	69458	Climbing works Somerford Promenade Wellard	2,242.22
				INV	19/06/2019	69395	Vegetation clearance Patterson Road 110419	10,440.91
				INV	20/06/2019	69431	Tree planting and watering Industrial Area	56,719.08
3893.2121-01		Suez	300,154.06	INV	18/06/2019	32216818	General waste May 2019	1,646.15
				INV	18/06/2019	32172667	Mixed waste May 2019	151,353.37
				INV	18/06/2019	164578	Commercial recycle waste May 2019	147,154.54
3893.2125-01		Synergy	22,890.80	INV	18/06/2019	129764890Jun19	3961U Lambeth Park POS	1,056.20
				INV	18/06/2019	144372270Jun19	147U Thomas Oval retic	137.60
				INV	18/06/2019	958335710Jun19	7633U Orelia Oval	2,237.85
				INV	18/06/2019	566370150Jun19	2U Chipperton Park	918.50
				INV	18/06/2019	294827290Jun19	14U Art sculpture Darling Park	108.40
				INV	18/06/2019	830669340Jun19	8U Fire pump	110.20
				INV	18/06/2019	214467920Jun19	53U Honeywood/Bruny Meander BBQ/lights	122.20
				INV	18/06/2019	259587970Jun19	834U Honeywood Ave retic	332.40
				INV	18/06/2019	290833680Jun19	34U Honeywood Park BBQ/lights	117.15
				INV	18/06/2019	294428370Jun19	80U Mornington Park	131.15
				INV	18/06/2019	198511040Jun19	718U Bruny Meander bore/BBQ/lights	299.75

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				INV	18/06/2019	264244690Jun19	590U Bore pump Gecko Park	267.30
				INV	18/06/2019	114826720Jun19	62U Bore industrial s/scapes Naval Base	126.35
				INV	18/06/2019	295922660Jun19	321U Willandra Park	193.75
				INV	18/06/2019	314938770Jun19	0U POS 2 Woko Park bore	108.10
				INV	18/06/2019	201813230Jun19	1815U Mandogalup Station/reserve bore	594.30
				INV	18/06/2019	657514270Jun19	0U Wandi oval	111.50
				INV	18/06/2019	938812910Jun19	8374U Wandi Reserve	876.55
				INV	18/06/2019	198694990Jun19	58327.78U Admin/Arts/Parmelia	15,041.55
3893.218-01		Bob Jane T-Mart	170.00	INV	20/06/2019	141365	Tyres	170.00
3893.2256-01		GlobalX Information Services Pty Lt	87.34	INV	19/06/2019	PSI0136493	Legal Name searches planning compliance May 2019	87.34
3893.248-01		Bunnings Building Supplies	2,396.68	INV	17/06/2019	2163/01559558	Recquatic 2 x hand rails	76.79
				INV	17/06/2019	2163/01559560	Edge Skate Park dyna bolts	25.23
				INV	17/06/2019	2163/01686051	The Zone masonry drill bit and plugs	49.41
				INV	17/06/2019	2163/01685558	Darius Wells Library tranquil retreat paint	368.30
				INV	17/06/2019	2163/01559472	Medina Oval Building Maintenance store supplies	121.92
				INV	17/06/2019	2163/01559568	Challenger Beach Public Toilets store supplies	240.44
				INV	17/06/2019	2163/01559476	Thomas Oval Public Toilets store supplies	122.48
				INV	17/06/2019	2163/01559478	Sloans Public Toilets store supplies	84.40
				INV	17/06/2019	2163/01559480	Wells Park Ablutions/Kwinana Beach store supplies	60.45
				INV	17/06/2019	2163/01559474	Rhodes Park public toilets store supplies	160.09
				INV	17/06/2019	2163/01559470	Chisham Oval public toilets store supplies	185.77
				INV	17/06/2019	2163/01559435	City Operations Building Maintenance store supplies	901.40
3893.2492-01		Yakka Pty Ltd	175.10	INV	20/06/2019	11283745	Uniforms	150.45
				INV	20/06/2019	11317922	Uniforms	24.65
3893.2507-01		Ixom Operations Pty Ltd	988.88	INV	18/06/2019	6119064	Supply of chlorine gas for Recquatic	988.88
3893.2546-01		Sigma Chemicals	766.54	INV	19/06/2019	129487/01	Pool chemicals Recquatic	766.54
3893.2565-01		Ausco Modular Pty Ltd	1,435.50	INV	14/06/2019	7177544	Demountable hire June 2019	1,435.50
3893.2652-01		Modern Teaching Aids Pty Ltd	1,777.00	INV	17/06/2019	43675512	Equipment for William Bertram Community Centre	1,314.37
				INV	17/06/2019	43676026	Equipment for Toddler Town creche	462.63

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3893.2659-01		Department of Health	190.00	INV	17/06/2019	Licence No 5807	Renewal Pest Management licence no 5807	190.00
3893.2698-01		Wilson Security Pty Ltd	840.28	INV	20/06/2019	W00241744	Mobile security patrols Callistemon Court May 19	840.28
3893.2749-01		Rebel Sport Ltd	241.96	INV	18/06/2019	066102077947	Footwear for bin tagging	241.96
3893.2903-01		Connect CCS	2,819.96	INV	19/06/2019	00096887	Overcalls fee May 2019	2,819.96
3893.30-01		Carol Elizabeth Adams	369.57	INV	19/06/2019	May2019	Reimburse travel & other expenses April & May 2019	369.57
3893.303-01		Challenge Chemicals Australia	83.93	INV	14/06/2019	33784	Purchase of Spicean 25 litres animal management	83.93
3893.3105-01		Poly Pipe Traders	526.05	INV	19/06/2019	00098565	Assorted reticulation items	399.80
				INV	19/06/2019	00098535	Assorted reticulation items	126.25
3893.3212-01		Marketforce Pty Ltd	11,126.64	INV	19/06/2019	27815	Advertising 100519	185.36
				INV	19/06/2019	27818	Advertising 170519	370.72
				INV	19/06/2019	27823	Advertising 290519	185.36
				INV	19/06/2019	27808	Advertising 150519 and 310519	2,476.86
				INV	19/06/2019	27814	Public notice special council meeting 270519	294.56
				INV	19/06/2019	27816	Public notice 17052019	407.09
				INV	19/06/2019	27812	Public notice 03052019	496.52
				INV	19/06/2019	27819	Public notice 24052019	526.33
				INV	19/06/2019	27821	Public notice 29052019	551.78
				INV	17/06/2019	27822	Public Notice for spraying of winter grass	267.06
				INV	17/06/2019	27820	Advertising Greenwaste verge collection	733.84
				INV	17/06/2019	27817	LyriK Awards 2019 advertising 250519	100.17
				INV	14/06/2019	27810	Advertising 030519	491.03
				INV	14/06/2019	27828	Advertising 010519	2,753.07
				INV	14/06/2019	27813	Advertising 080519	256.89
				INV	14/06/2019	27811	Advertising 010519	969.96
				INV	14/06/2019	27809	Advertising 260419	60.04
3893.3243-01		Grant Thornton Audit Pty Ltd	5,527.50	INV	19/06/2019	1388437	Interim fee for audit of DCA's 1-7 up to 300618	5,527.50
3893.3312-01		Daniels Printing Craftsmen	902.00	INV	19/06/2019	59367	Tomorrow's Kwinana postcard printing	902.00
3893.333-01		City of Mandurah	787.47	INV	19/06/2019	177953	Reimbursement of long service leave	787.47
3893.3334-01		Bertram Primary School	200.00	RFD	19/06/2019	1492610	Refund bond hall hire 110619	200.00

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3893.3450-01		West Coast Shade	6,457.00	INV	17/06/2019	00009693	Dismantle shade sails for winter various locations	6,457.00
3893.3452-01		Western Maze Pty Ltd	1,171.08	INV	19/06/2019	00016679	Junk & white goods verge collection Area1	1,171.08
3893.3518-01		D A Christie Pty Ltd	6,121.50	INV	19/06/2019	5304279	Double bench kit for Edge Skate Park	6,121.50
3893.357-01		BullAnt Security Pty	30.00	INV	17/06/2019	10,187,796	Bertram Oval Club facility 1 x restricted key	30.00
3893.358-01		Coastline Mowers	5,974.39	INV	19/06/2019	20407#5	Assorted parts	2,270.75
				INV	14/06/2019	20000#12	Mowers and trolley	3,703.64
3893.3894-01		Planning Institute (WA Division)	99.00	INV	19/06/2019	98527	PIA Seminar Case Law Round-Up 5th June	99.00
3893.3977-01		MRP Osborne Park-General Pest/Termi	1,120.16	INV	20/06/2019	81752	Pest control John Wellard Centre	255.00
				INV	20/06/2019	81751	Pest control Senior Citizens Centre	155.94
				INV	20/06/2019	81753	Pest control Darius Wells Library	197.00
				INV	20/06/2019	81749	Pest control Recquatic	362.25
				INV	20/06/2019	81750	Pest control Incubator	149.97
3893.3994-01		Clark Rubber - O'Connor	142.00	INV	18/06/2019	718308	Aquatic equipment for swim lessons	142.00
3893.4003-01		Infiniti Group	697.57	INV	18/06/2019	461324	Cleaning supplies for Recquatic	635.75
				INV	18/06/2019	461353	Hand sanitiser for Recquatic	61.82
3893.4034-01		D & S Utility Contractors Pty Ltd	24,776.40	INV	17/06/2019	27184	Street Lighting McWhirter Promenade	24,776.40
3893.407-01		Winc Australia Pty Ltd	13.96	INV	19/06/2019	9027528565	3 x Esselte 37838 Rubber Bands Size 35 for bin tagging	13.96
3893.4112-01		Cleverpatch Pty Ltd	856.58	INV	19/06/2019	333060	Art and craft supplies William Bertram Centre	856.58
3893.4125-01		LD Total	2,032.94	INV	17/06/2019	98953	Landscape maintenance Wellard May 2019	1,882.68
				INV	17/06/2019	99015	Landscape maintenance Honeywood Rise May 19	150.26
3893.4135-01		Shrapnel Urban Planning	1,457.50	INV	19/06/2019	201740	2018 Taktics4 report	1,457.50
3893.4279-01		Data #3 Limited	339.35	INV	19/06/2019	01833745	Assorted ink for photocopiers	339.35
3893.4412-01		JB Hi-Fi Rockingham	2,425.13	INV	19/06/2019	202870225-100	Instruments for Toy Library	434.00
				INV	19/06/2019	202870209-100	Selection of DVD's for various age groups	1,223.64
				INV	19/06/2019	302870231-100	Music CD's for various ages	767.49
3893.4719-01		Complete Office Supplies Pty Ltd	76.95	INV	19/06/2019	08390221	Stationery Darius Wells	76.95
3893.4743-01		Artcom Fabrication	1,804.00	INV	17/06/2019	00031982	Patching and painting cabinets Darius Wells	1,248.50
				INV	17/06/2019	00032034	Patching and painting Darius Wells	555.50

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3893.4790-01		Spotlight Pty Ltd	149.50	INV	19/06/2019	006501108687	Program items for Darius Wells	149.50
3893.4800-01		Web In A Box	115.00	INV	19/06/2019	48657	Domain registration	30.00
				INV	19/06/2019	48658	Domain registration	30.00
				INV	19/06/2019	48897	Domain registration	55.00
3893.483-01		Landgate	3,614.45	INV	18/06/2019	348592-10001098	GRV chargeable schedule G2019/11	1,658.31
				INV	18/06/2019	348627-10001098	Unimproved valuations chargeables U2019/2 & 3	96.00
				INV	14/06/2019	937983	Land enquiry May 2019	25.70
				INV	14/06/2019	347972-10001098	UV general revaluation 2018/2019	1,834.44
3893.4861-01		Big W	78.00	INV	20/06/2019	176539	Items for Boredom Busters Darius Wells	78.00
3893.4891-01		Display Me	1,988.39	INV	19/06/2019	NO121418	Carousel for Volunteer Centre	782.12
				INV	19/06/2019	NO121419	Display carousels for Volunteer Centre	250.04
				INV	19/06/2019	NO122006	Marketing Display materials William Bertram	956.23
3893.4950-01		Rockingham Foam Supplies	1,650.00	INV	19/06/2019	4397	6 x Recovering of Ottomans William Bertram	1,650.00
3893.5175-01		Secret Harbour Surf Life Saving Clu	928.00	INV	17/06/2019	00710310	First Aid Course for volunteer firefighters	928.00
3893.5520-01		Master Lock Service	196.00	INV	17/06/2019	00006029	City Operations padlocks with keys	196.00
3893.5750-01		Kev's Wheelie Kleen	341.00	INV	19/06/2019	4998	Bin cleaning 290519 John Wellard Centre	88.00
				INV	19/06/2019	5161	Bin cleaning 140519 John Wellard Centre	253.00
3893.5823-01		Accord Security Pty Ltd	3,207.99	INV	18/06/2019	00023574	Security services period ending 260519	3,207.99
3893.583-01		Flexi Staff Pty Ltd	3,254.69	INV	17/06/2019	208605	City Operations casual w/ending 020619	350.91
				INV	20/06/2019	208480	Temp staff week ending 260519	1,457.25
				INV	20/06/2019	208664	Temp staff week ending 020619	1,446.53
3893.5957-01		Supersealing Pty Ltd	23,100.00	INV	17/06/2019	021342	Ceiling services various locations	23,100.00
3893.5995-01		Zenien Pty Ltd T/as ATFT Astuta Tru	20,327.89	INV	14/06/2019	16486	New external cameras Admin	20,327.89
3893.5996-01		CMS Engineering Pty Ltd	7,804.17	INV	14/06/2019	32756	Air conditioner service Recquatic	2,080.10
				INV	17/06/2019	32620	Air conditioning maintenance May various locations	3,093.22
				INV	17/06/2019	32621	Air conditioning maintenance May various locations	1,570.21
				INV	17/06/2019	32622	Air conditioning maintenance May various locations	1,060.64
3893.6110-01		Castrol Lubricants	3,129.51	INV	20/06/2019	24766378	Diesel and magnetic oil	3,129.51

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3893.6267-01		Woolworths Group Limited	425.23	INV	19/06/2019	3346333	Catering supplies Community Workshops	10.50
				INV	19/06/2019	36590834	Groceries for catering	108.64
				INV	19/06/2019	3346289	Morning tea supplies for programs 2019	57.60
				INV	17/06/2019	3592943	Depot morning tea supplies	124.30
				INV	18/06/2019	36550134	Recquatic cafe supplies	117.54
				INV	19/06/2019	3346332	Catering Supplies Community Workshops	6.65
3893.6332-01		Drainflow Services Pty Ltd	26,224.00	INV	18/06/2019	00003504	Scheduled GPT Clean as requested for May 2019	16,104.00
				INV	18/06/2019	00003508	Gully educting May 2019	10,120.00
3893.6370-01		Elexacom	8,190.95	INV	17/06/2019	26520	Casuarina Hall repair security lights	221.49
				INV	17/06/2019	26481	Hewison Park installation of power supply to site	6,600.00
				INV	17/06/2019	25871	Service light fitting and cage Medina Avenue	1,369.46
3893.6749-01		Australia Post	8,673.05	INV	19/06/2019	1008608398	Postage for period ended 310519	8,673.05
3893.6860-01		Advance Scanning Services	26,973.09	INV	17/06/2019	20163437	Scanning services Wellard Road dual carriage way	26,973.09
3893.69-01		Alinta Gas	67.50	INV	17/06/2019	282999778	219U Leda Hall	67.50
3893.718-01		Hunter Hyden Pty Ltd	1,510.04	INV	17/06/2019	00097574	Building maintenance store supplies various	1,510.04
3893.7343-01		Brayden Kelly	50.00	INV	17/06/2019	13thJune2019	Lyrik Awards Round 23 donation allocation	50.00
3893.7388-01		Morris Jacobs	155.00	INV	19/06/2019	7-11/06/2019	Facilitator services 110619	155.00
3893.7451-01		Martin Georg Grimlinger	1,686.35	INV	20/06/2019	14thJune2019	Payment of principal and interest Christmas Saver	1,686.35
3893.7604-01		Tanya Halliday	128.30	INV	17/06/2019	12thJune2019	Reimbursement of Zone expenses	128.30
3893.762-01		Blackwood & Sons Ltd	812.85	INV	18/06/2019	KW9352TE	Various equipment for Depot	420.97
				INV	18/06/2019	KW9353TE	Various paint dymark spray	281.80
				INV	18/06/2019	KW3662TF	Uvex clear lens protection and cleaning towelettes	110.08
3893.7625-01		Flex Industries Pty Ltd	4,453.74	INV	20/06/2019	2061061	Service KWN1835	2,344.38
				INV	20/06/2019	2061062	Service KWN1835	2,109.36
3893.7689-01		VARIDESK	261.25	INV	20/06/2019	IVC-2-1136309	1 x dual monitor arms for standing desk	261.25
3893.770-01		Jason Signmakers	38.50	INV	14/06/2019	196379	Helmet names Mandogalup fire brigade	38.50

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3893.7731-01		Herring Storer Acoustics	2,288.00	INV	17/06/2019	00020886	Sand extraction assessment Boomerang Road Wellard	2,288.00
3893.7732-01		Griffin Civil	31,203.54	INV	17/06/2019	00000990	Millar Road upgrade claim 1	31,203.54
3893.7833-01		Kwinana Veterinary Hospital Pty Ltd	935.00	INV	17/06/2019	50676	Microchipping	65.00
				INV	17/06/2019	50677	Microchipping	65.00
				INV	17/06/2019	50678	Microchipping	65.00
				INV	17/06/2019	51406	Microchipping	65.00
				INV	17/06/2019	50311	Animal services	120.00
				INV	17/06/2019	49204	Animal services	100.00
				INV	17/06/2019	49333	Microchipping	65.00
				INV	17/06/2019	49539	Microchipping	65.00
				INV	17/06/2019	49783	Microchipping	65.00
				INV	17/06/2019	49836	Microchipping	65.00
				INV	17/06/2019	49847	Microchipping	65.00
				INV	17/06/2019	49903	Microchipping	65.00
				INV	17/06/2019	50167	Microchipping	65.00
3893.795-01		K Mart	99.00	INV	19/06/2019	195190	Art and Drama Club supplies Darius Wells	75.00
				INV	19/06/2019	196471	Art and Drama Club supplies Darius Wells	24.00
3893.8055-01		The Green Barista Coffee	104.00	INV	14/06/2019	19209	Catering community planting Homestead Ridge	104.00
3893.8099-01		Total Tools Rockingham	68.43	INV	19/06/2019	68704	Sledgehammer and handle	68.43
3893.8102-01		RAMM Software Pty Ltd	10,279.79	INV	19/06/2019	RSL-16146	Annual support & maintenance fee July 19 to Jun 20	10,279.79
3893.8167-01		Mega Glow Yoga	100.00	INV	19/06/2019	004	Yoga class Banksia Park 050519	100.00
3893.8224-01		Axiis Contracting	12,609.80	INV	18/06/2019	4545	Paving works to Pimilco Gardens	12,609.80
3893.8325-01		Envirosweep	17,842.55	INV	19/06/2019	65726	Car park sweeping May 2019	3,071.20
				INV	19/06/2019	65729	Footpath sweeping May 2019	2,121.90
				INV	19/06/2019	65727	Road sweeping individual roads May 2019	3,014.00
				INV	19/06/2019	65728	Road Sweeping Parmelia May 2019	2,178.00
				INV	19/06/2019	64757	Car park sweeping April 2019	3,071.20
				INV	19/06/2019	65730	Extra road sweeping as requested May 2019	3,388.00
				INV	19/06/2019	65748	Extra road sweeping of Pace Road May 2019	998.25
3893.8337-01		Cancer Council WA	693.55	INV	19/06/2019	Donation-Lyrik	Donation from Lyrik allocation	50.00

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				INV	19/06/2019	Biggest MT 2019	2019 proceeds from Australia's Biggest Morning Tea	643.55
3893.837-01		Kwinana Heritage Group	2,500.00	INV	17/06/2019	120619	Heritage management agreement fees Jan-Mar 2019	2,500.00
3893.8582-01		Bushfire Prone Planning	1,287.00	INV	19/06/2019	BPP-18918	Bush fire management advice Robinson Rd Wandii	1,287.00
3893.867-01		Lamp Replacements	169.40	INV	20/06/2019	IN1021232	Halogen globes Senior Citizens Centre	169.40
3893.888-01		Les Mills Australia	452.22	INV	17/06/2019	996454	June 2019 license fees	452.22
3893.8884-01		Coffee Works	370.48	INV	19/06/2019	2873	Coffee servicing April 19	370.48
3893.8899-01		Majestic Plumbing	383.67	INV	14/06/2019	00233177	Service filtration system Casuarina Fire Station	173.49
				INV	14/06/2019	233283	Repair drain gate Edge Skate Park	210.18
3893.8984-01		Baldivis Transport Pty Ltd	175.00	INV	17/06/2019	1906	Casuarina/Wellard Hall water delivery 310519	175.00
3893.8998-01		McLeods	145.75	INV	19/06/2019	108108	Legal advice	145.75
3893.9019-01		Kearns Garden Supplies	470.68	INV	14/06/2019	40	Hardware items Recquatic	61.80
				INV	20/06/2019	53-31/05/2019	Hardware items Callistemon Court	121.91
				INV	20/06/2019	54-31/05/2019	Hardware items Banksia Park	20.66
				INV	20/06/2019	80	Hardware items Depot	266.31
3893.9030-01		Air Liquide Australia	109.16	INV	18/06/2019	VQ8747	Hire of medical oxygen and cylinder fee	109.16
3893.903-01		Lo-Go Appointments	5,866.71	INV	17/06/2019	00419936	City Legal casual to 080619	1,379.40
				INV	19/06/2019	00419716	Temp staff week ending 11052019	1,495.77
				INV	19/06/2019	00419774	Temp staff week ending 180519	1,495.77
				INV	19/06/2019	00419831	Temp staff week ending 25052019	1,495.77
3893.9076-01		Charles Service Company	6,649.83	INV	14/06/2019	00031838	Periodic cleaning May 2019	6,649.83
3893.9152-01		Edward Bruce Trueman	780.00	INV	20/06/2019	A/N3617	Crossover subsidy rebate	780.00
3893.926-01		Main Roads Western Australia	2,305.80	INV	17/06/2019	8008723	Blackspot program Kwinana Beach Rd & Patterson Rd	2,305.80
3893.9273-01		MDC Solutions Pty Ltd	574.75	INV	17/06/2019	MIN-120548	5 x barcode scanners	574.75
3893.9325-01		Manfred Surveys	4,290.00	INV	19/06/2019	01327	As constructed feature survey Sicklemore Road	4,290.00
3893.9326-01		Gymcare	438.90	INV	19/06/2019	4131	Service gym equipment	438.90

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3893.9338-01		Christopher Matthew Burton	30.06	INV	20/06/2019	17thJune2019	Reimbursement of catering for Lyrik meeting	30.06
3893.9573-01		Jayaprabha Rijesh	1,000.00	RFD	19/06/2019	1492500	Refund bond hall hire 160619	1,000.00
3893.96-01		Apace Aid (Inc)	8,217.00	INV	20/06/2019	00011446	Native plants	8,217.00
3893.9676-01		Sifting Sands	461.32	INV	20/06/2019	INV-0853	Sand cleaning 270519 Bullrush Park	461.32
3893.9763-01		RC Sports (WA) P/L	1,320.00	INV	19/06/2019	2019135	Councillor presentation by Dr R Charlesworth 100619	1,320.00
3893.9782-01		LyPa Pty Ltd	7,356.34	INV	19/06/2019	0000350	Varris park equipment	7,356.34
3893.9979-01		Alzheimer's WA	146.00	INV	19/06/2019	17thJune2019	Refund cancelled booking 17 and 21 June 2019	46.00
				RFD	19/06/2019	1390053	Refund bond hall hire 170918	100.00
3894	20/06/2019	EFT TRANSFER: - 21/06/2019	217,402.47					
3894.153-01		Australian Taxation Office	203,679.00	INV	16/06/2019	PY01-26-Australi	Payroll deduction PAYG Tax Withheld	203,679.00
3894.2853-01		Maxxia Pty Ltd	4,387.97	INV	20/06/2019	May19	Being employee Net ITC for period May 2019	517.77
				INV	16/06/2019	PY01-26-Maxxia P	Payroll deduction	1,870.34
				INV	16/06/2019	PY01-26-Maxxia P	Payroll deduction	1,999.86
3894.3376-01		Health Insurance Fund of WA (HIF)	1,115.50	INV	16/06/2019	PY01-26-Health I	Payroll deduction	1,115.50
3894.3719-01		City of Kwinana - Xmas fund	8,220.00	INV	16/06/2019	PY01-26-TOK Chri	Payroll deduction	8,220.00
3895	21/06/2019	EFT TRANSFER: - 21/06/2019	109,693.08					
3895.565-01		Bright Futures Family Day Care - Pa	109,693.08	INV	19/06/2019	030619 to 160619	FDC Payroll 030619 to 160619	109,693.08
3896	21/06/2019	EFT TRANSFER: - 21/06/2019	22,208.87					
3896.568-01		Bright Futures In Home Care - Payro	22,208.87	INV	19/06/2019	030619 to 190619	IHC Payroll 030619 to 190619	22,208.87
3897	27/06/2019	EFT TRANSFER: - 27/06/2019	10,536.83					
3897.1621-01		Western Australian Treasury Corpora	10,536.83	INV	25/06/2019	Loan#105	Loan #105 due 270619 interest	10,536.83
3898	27/06/2019	EFT TRANSFER: - 28/06/2019	673,484.14					
3898.10022-01		BBB Advisory	20,900.00	INV	25/06/2019	INV-16236	Customer experience training	12,100.00
				INV	25/06/2019	INV-16235	Consultancy fees project commencement	4,400.00
				INV	25/06/2019	INV-16240	Consultancy services project completion	4,400.00
3898.10085-01		Games World	562.90	INV	25/06/2019	287258	Board games for Library	562.90
3898.10176-01		Donald Veal Consultants	3,960.00	INV	25/06/2019	18120003	Road safety audit for intersection	3,960.00
3898.10195-01		Mandurah Camerahouse	684.00	INV	25/06/2019	59717	Camera parts for Nikon 3200	614.00

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				INV	25/06/2019	59792	Camera memory cards	70.00
3898.10279-01		No Limits Ministries	200.00	RFD	26/06/2019	1109073	Refund bond hall hire 020419	200.00
3898.10311-01		Go Doors Pty Ltd	2,124.54	INV	24/06/2019	81596	Scheduled maintenance various locations	2,124.54
3898.1033-01		Nilfisk Pty Ltd	1,333.20	INV	25/06/2019	PRI0001877	The Zone/Recquatic service cover	1,333.20
3898.10373-01		Green Willows Industrial Cleaning a	200.00	INV	25/06/2019	14-18/06/2019	Clubhouse and Village office cleaning	200.00
3898.10408-01		ASV Sales and Service	99,899.80	INV	25/06/2019	224137	RT-60 Posi-Track loader 1GUP958	99,899.80
3898.1046-01		OCE Australia Ltd	252.91	INV	25/06/2019	1476011	Paper rolls	252.91
3898.10507-01		David Wills and Associates	1,980.00	INV	24/06/2019	00029888	Engineering services for the structural integrity radio mast City Operations	1,980.00
3898.10581-01		Great Place to Work Institute Austr	119.57	INV	25/06/2019	00003007	Ballot boxes	119.57
3898.1059-01		Vodafone Messaging	176.00	INV	25/06/2019	11233828	Pager network access fee June 2019	176.00
3898.10630-01		Summers Consulting	4,300.00	INV	25/06/2019	INV-628	Mosquito monitoring December 2018	1,507.00
				INV	25/06/2019	INV-630	Mosquito monitoring January 2019	1,507.00
				INV	25/06/2019	INV-669	Mosquito monitoring April 2019	1,286.00
3898.10670-01		Wheelie Clean	596.20	INV	25/06/2019	5387	Admin Building bin cleaning June 2019	246.95
				INV	25/06/2019	5386	Darius Wells bin and fountain cleaning June 2019	349.25
3898.10685-01		Hi Speed Gas Pty Ltd	616.00	INV	25/06/2019	20161094	Service deep fryer Recquatic	616.00
3898.10740-01		HFM Asset Management	14,850.00	INV	26/06/2019	11750	Solar feasibility study and energy audit report	14,850.00
3898.11049-01		QTM Pty Ltd	8,008.96	INV	26/06/2019	INV-1648	Traffic Management for footpath repairs 280519	965.94
				INV	26/06/2019	INV-1840	Traffic management Thomas Road 050619	2,867.04
				INV	26/06/2019	INV-1816	Traffic Management for traffic counters 050619	785.36
				INV	26/06/2019	INV-1737	Traffic management for Thomas Road 290519	3,390.62
3898.11201-01		Rustic and Rural Homemade Products	90.00	INV	25/06/2019	102A	Consultancy fees John Wellard Centre	90.00
3898.11204-01		ATC Work Smart	93.50	INV	26/06/2019	GT14395	School based trainee week ending 150619	93.50
3898.11223-01		Marwah Eid	1,000.00	INV	24/06/2019	1000	Artist fees for concept design proposal	1,000.00
3898.11231-01		KM Spatial	2,016.00	INV	24/06/2019	00263	Feature survey Challenger Drive	2,016.00
3898.11243-01		GPC Asia Pacific Pty Ltd	56.19	INV	25/06/2019	1650117127	Batteries	56.19
3898.11244-01		Netstar Australia Pty Ltd	104.50	INV	26/06/2019	72068	P3 cases plus freight	104.50

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3898.11245-01		LPD Surveys	990.00	INV	26/06/2019	INV-00717	Survey plans for existing sign Lot 501 Lionel St	990.00
3898.11282-01		Seniors Housing Onlne Pty Ltd	1,155.00	INV	25/06/2019	00003433	Online listing Banksia Park	1,155.00
3898.11289-01		Vikki Louise Lauritsen	735.00	INV	25/06/2019	18thJune19	Chartered Accountant professional membership fee	735.00
3898.11290-01		Cassandra O'Donnell	100.00	RFD	26/06/2019	1490405	Refund bond Patio hire	100.00
3898.11291-01		Robert Homes	100.00	RFD	26/06/2019	1470411	Refund bond Patio hire 230619	100.00
3898.11292-01		Evelyn Germano Olaer	100.00	RFD	26/06/2019	1492353	Refund bond Patio hire 060619	100.00
3898.11293-01		United Voice	200.00	RFD	26/06/2019	1497845	Refund bond hall hire 220619	200.00
3898.11294-01		Amanda Lee Fellows	50.00	INV	26/06/2019	1034793	Refund 360L recycle bin upgrade fee	50.00
3898.11295-01		Black Swan Health Limited	5,500.00	INV	26/06/2019	25thJune2019	Community Funding Program Street Doctor	5,500.00
3898.11296-01		Access Housing Australia Ltd	18,535.99	INV	26/06/2019	18.3	Rates Refund	338.46
				INV	26/06/2019	18.3	Rates Refund	175.38
				INV	26/06/2019	18.3	Rates Refund	326.15
				INV	26/06/2019	18.3	Rates Refund	172.30
				INV	26/06/2019	18.3	Rates Refund	178.46
				INV	26/06/2019	18.3	Rates Refund	175.38
				INV	26/06/2019	18.3	Rates Refund	172.30
				INV	26/06/2019	18.3	Rates Refund	187.69
				INV	26/06/2019	18.3	Rates Refund	335.38
				INV	26/06/2019	18.3	Rates Refund	338.46
				INV	26/06/2019	18.3	Rates Refund	169.23
				INV	26/06/2019	18.3	Rates Refund	169.23
				INV	26/06/2019	18.3	Rates Refund	172.40
				INV	26/06/2019	18.3	Rates Refund	153.27
				INV	26/06/2019	18.3	Rates Refund	344.61
				INV	26/06/2019	18.3	Rates Refund	196.92
				INV	26/06/2019	18.3	Rates Refund	175.38
				INV	26/06/2019	18.3	Rates Refund	175.38
				INV	26/06/2019	18.3	Rates Refund	172.30
				INV	26/06/2019	18.3	Rates Refund	203.17
				INV	26/06/2019	18.3	Rates Refund	187.69
				INV	26/06/2019	18.3	Rates Refund	160.00

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				INV	26/06/2019	18.3	Rates Refund	156.92
				INV	26/06/2019	18.3	Rates Refund	169.23
				INV	26/06/2019	18.3	Rates Refund	172.30
				INV	26/06/2019	18.3	Rates Refund	169.23
				INV	26/06/2019	18.3	Rates Refund	652.30
				INV	26/06/2019	18.3	Rates Refund	156.92
				INV	26/06/2019	18.3	Rates Refund	156.92
				INV	26/06/2019	18.3	Rates Refund	156.92
				INV	26/06/2019	18.3	Rates Refund	129.23
				INV	26/06/2019	18.3	Rates Refund	1,329.21
				INV	26/06/2019	18.3	Rates Refund	1,304.60
				INV	26/06/2019	18.3	Rates Refund	163.07
				INV	26/06/2019	18.3	Rates Refund	172.30
				INV	26/06/2019	18.3	Rates Refund	166.15
				INV	26/06/2019	18.3	Rates Refund	639.99
				INV	26/06/2019	18.3	Rates Refund	90.42
				INV	26/06/2019	18.3	Rates Refund	123.08
				INV	26/06/2019	18.3	Rates Refund	132.30
				INV	26/06/2019	18.3	Rates Refund	1,313.83
				INV	26/06/2019	18.3	Rates Refund	187.69
				INV	26/06/2019	18.3	Rates Refund	203.07
				INV	26/06/2019	18.3	Rates Refund	175.38
				INV	26/06/2019	18.3	Rates Refund	1,876.89
				INV	26/06/2019	18.3	Rates Refund	713.84
				INV	26/06/2019	18.3	Rates Refund	156.92
				INV	26/06/2019	18.3	Rates Refund	156.92
				INV	26/06/2019	18.3	Rates Refund	156.92
				INV	26/06/2019	18.3	Rates Refund	344.61
				INV	26/06/2019	18.3	Rates Refund	1,418.44
				INV	26/06/2019	18.3	Rates Refund	203.07
				INV	26/06/2019	18.3	Rates Refund	719.99
				INV	26/06/2019	18.3	Rates Refund	187.79
3898.11297-01		Spices WA Pty Ltd	60.00	INV	26/06/2019	Duplicate paymnt	Duplicate payment	60.00
3898.1192-01		Reface Industries	185.24	INV	26/06/2019	00030481	Consumable pack	185.24
3898.1249-01		Royal Life Saving Society	667.50	INV	25/06/2019	98776	Aquatic certificates for swim school	667.50

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3898.1297-01		Shenton Enterprises Pty Ltd	298.75	INV	25/06/2019	167769	Hydro dolphin controller service Recquatic	298.75
3898.1317-01		Bullivants Pty Ltd	240.90	INV	24/06/2019	DMI400899431	Wire rope	240.90
3898.1357-01		Sportsworld Of WA	967.45	INV	25/06/2019	137529	Assorted goggles for proshop Recquatic	967.45
3898.1358-01		Spotlight	795.00	INV	26/06/2019	006503058325	Sewing machine and supplies John Wellard Centre	795.00
3898.1360-01		St John Ambulance Australia (WA) In	5,124.50	INV	26/06/2019	FAINV00203159	First aid training 130619	128.00
				INV	26/06/2019	FAINV00203158	First aid training 130619	128.00
				INV	26/06/2019	FAINV00203160	First aid training 130619	128.00
				INV	25/06/2019	STKINV00014042	2 x Defibrillators and weather resistant cabinets	4,740.50
3898.1367-01		Star Trophies	330.95	INV	24/06/2019	00015332	Crystal clock & diamond crystal with lasered logo	330.95
3898.1375-01		Stewart & Heaton Clothing Co Pty Lt	6,560.49	INV	25/06/2019	SIN-30476478	Uniforms Emergency Management	133.47
				INV	25/06/2019	SIN-3051798	Uniforms Emergency Management	453.62
				INV	25/06/2019	SIN-3043312	Uniforms Mandogalup Fire Brigade	275.00
				INV	25/06/2019	SIN-3051864	Uniforms Mandogalup Fire Brigade	453.62
				INV	25/06/2019	SIN-3051359	Uniforms Mandogalup Fire Brigade	2,268.09
				INV	25/06/2019	SIN-3042378	Uniforms Mandogalup Fire Brigade	2,949.19
				INV	25/06/2019	SIN-3046679	Uniforms Mandogalup Fire Brigade	27.50
3898.1423-01		Telstra	66.10	INV	25/06/2019	033655968Jun19	Charges to 090719 Banksia Park Clubhouse	46.85
				INV	25/06/2019	1548725500Jun19	Charges to 130719 alarm Feilman Building	19.25
3898.1456-01		The Salvation Army	2,450.14	INV	25/06/2019	I000115642	Catering for bushfire incident Miller Road	2,450.14
3898.1474-01		Toll Transport Pty Ltd	99.76	INV	26/06/2019	1046444	Courier charge 120619	99.76
3898.1516-01		Trisley's Hydraulic Services Pty Lt	209.00	INV	25/06/2019	80203274	Supply PH calibration solutions	209.00
3898.1528-01		Twights Plumbing Pty Ltd	3,208.90	INV	25/06/2019	G1102	APU 49 Emergency call to leaking toilet cistern	1,121.10
				INV	25/06/2019	G1101	Plumbing service Banksia Park U37	261.80
				INV	25/06/2019	G1056	Plumbing services Banksia Park	1,826.00
3898.1530-01		Wormald Australia Pty Ltd	632.50	INV	24/06/2019	7988794	Service fire panel Recquatic	253.00
				INV	24/06/2019	7972925A	Service fire alarm system Koorliny Arts Centre	379.50
3898.1561-01		WA Limestone Co	3,335.60	INV	26/06/2019	ML5873	Road base limestone	3,335.60

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3898.1572-01		Western Australian Local Government	1,100.00	INV	26/06/2019	I3076776	GAPP 19/20 yearly subscription fee for projects	1,100.00
3898.1589-01		Waste Stream Management Pty Ltd	957.00	INV	26/06/2019	00423019	Concrete tipping fees to 150519	957.00
3898.1592-01		Water Corporation of Western Austra	6,738.57	INV	25/06/2019	9000354133Jun19	72U New Thomas Oval Pavilion/Tucker St Reserve	1,608.38
				INV	25/06/2019	9000358337Jun19	8U Boy Scouts Hall	19.66
				INV	25/06/2019	9000358855Jun19	61U Kwinana Senior Citizens	507.38
				INV	25/06/2019	9000354002Jun19	53U BMX Track amenities	219.69
				INV	25/06/2019	9000358839Jun19	27U Medina Hall	602.77
				INV	25/06/2019	900348470Jun19	356U Depot	1,321.66
				INV	25/06/2019	9000356366Jun19	18U Family Day Care	223.17
				INV	25/06/2019	9000358310Jun19	62U Medina Oval	912.43
				INV	25/06/2019	9000343469Jun19	0U Old St John Ambulance building	89.47
				INV	25/06/2019	9000357641Jun19	26U Orelia Oval	958.18
				INV	25/06/2019	9000343688Jun19	3U Little Rascals	275.78
3898.1649-01		Dennis Cleve Wood	2,905.34	INV	26/06/2019	MEETINGFEES18/	Meeting Fees	2,613.67
				INV	26/06/2019	ICTALLOW18/19	ICT Allowance	291.67
3898.1685-01		Quickmail	5,384.71	INV	24/06/2019	00040534	Greenwaste and bulk verge brochure	5,384.71
3898.1689-01		Sandra Elizabeth Lee	2,905.34	INV	26/06/2019	MEETINGFEES18/	Meeting Fees	2,613.67
				INV	26/06/2019	ICTALLOW18/19	ICT Allowance	291.67
3898.1814-01		P Rond & Co	2,272.78	INV	26/06/2019	00000634	Supply and install new top elbow to Parmelia bore	209.00
				INV	26/06/2019	00000635	Supply new sockets and steel pipe at McGuigan Park	495.00
				INV	26/06/2019	00000636	Replace threads and install new shroud to bore	1,568.78
3898.1849-01		Environmental Health Association	1,620.00	INV	24/06/2019	3944	Corporate Members Level 2 WA Corporate 6 x Member	1,620.00
3898.188-01		Beaurepaires Tyres Kwinana	1,294.46	INV	24/06/2019	U548352870	Tyre fitting	1,294.46
3898.19-01		Absolute Painting Services	3,520.00	INV	26/06/2019	INV-0964	Banksia Park Clubhouse internal painting	3,520.00
3898.194-01		Benara Nurseries	303.71	INV	26/06/2019	524824	Various plants for Sandringham Park and KAP	303.71
3898.1948-01		Maia Financial Pty Ltd	85,396.78	INV	24/06/2019	C25397	Quarterly leasing for period 010719 to 300919	85,396.78

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3898.2097-01		Beaver Tree Services Aust Pty Ltd	7,668.96	INV	26/06/2019	69536	Tree pruning Beauchamp Loop Wellard	526.92
					26/06/2019	69535	Tree removal Powell Court Orelia	216.67
					26/06/2019	69206	Tree pruning Disney Road Parmelia	113.21
					26/06/2019	69353	Emergency clean up works Sloan Drive Leda	1,681.68
					26/06/2019	69559	Vegetation clearance Rowley Road Wandi	1,862.45
					26/06/2019	69558	Pruning work Smirks Cottage	437.24
					26/06/2019	69538	Tree pruning Nursling Chase Wellard	437.24
					26/06/2019	69537	Removals and mulching Baker Mews Wellard	2,393.55
3898.2125-01		Synergy	256.65	INV	25/06/2019	958312220Jun19	354U Djilba View	256.65
3898.218-01		Bob Jane T-Mart	25.00	INV	24/06/2019	141501	Puncture repair	25.00
3898.2224-01		Prestige Catering & Event Hire	670.40	INV	25/06/2019	00024638	Catering 170619	470.40
					25/06/2019	00024643	Deposit catering 240819	100.00
					25/06/2019	00024644	Deposit catering 090819	100.00
3898.2410-01		ABCO Products	3,910.07	INV	25/06/2019	416674	Cleaning items Darius Wells	540.30
					25/06/2019	421836	Cleaning supplies various locations	3,369.77
3898.2438-01		Business News Pty Ltd	825.00	INV	26/06/2019	2275	Business Single User Subscription	825.00
3898.248-01		Bunnings Building Supplies	1,337.57	INV	26/06/2019	2163/01686281	Rapid set concrete	420.60
					25/06/2019	2163/01688133	Depot timber lengths	112.92
					25/06/2019	2163/01687924	Business Incubator hardware items	193.88
					25/06/2019	2163/01061166	Garden sprayer	108.24
					25/06/2019	2163/01559202	Callistemon Court plants for garden beds	304.22
					24/06/2019	2163/01559758	Recquatic Wirrapunda area hardware	158.69
					24/06/2019	2163/01560223	Hardware items for William Bertram Centre	39.02
3898.2530-01		Leeanne Dawn King	3,161.12	INV	26/06/2019	25thJune2019	Payment of principal and interest Christmas Saver	3,161.12
3898.2546-01		Sigma Chemicals	73.33	INV	25/06/2019	129609/01	Sand and silt bag for pool blaster	73.33
3898.2652-01		Modern Teaching Aids Pty Ltd	946.22	INV	26/06/2019	43668702	Materials and items Darius Wells creche	946.22
3898.2744-01		Regen4 Environmental Services	1,784.20	INV	26/06/2019	19/244	Coastcare Project coastal plants for Alcoa project	913.00
					25/06/2019	19/243	Coastal plants for Tronox projects 2019	871.20
3898.2899-01		Family Day Care Australia	199.00	INV	26/06/2019	SA000197	Annual Membership to 300620 Family Day Care	199.00
3898.2981-01		Peter Edward Feasey	4,756.67	INV	26/06/2019	MEETINGFEES18/	Meeting Fees	2,613.67

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				INV	26/06/2019	ICTALLOW18/19	ICT Allowance	291.67
				INV	20/06/2019	DEPMAYFEE18/19	Deputy Mayoral Allowance	1,851.33
3898.30-01		Carol Elizabeth Adams	11,617.50	INV	26/06/2019	ICTALLOW18/19	ICT Allowance	291.67
				INV	20/06/2019	MAYALLOW18/19	Mayoral Allowance	7,405.33
				INV	20/06/2019	MEETING18/19	Meeting Fees	3,920.50
3898.303-01		Challenge Chemicals Australia	198.35	INV	25/06/2019	33806	Pool chemicals Recquatic	198.35
3898.3105-01		Poly Pipe Traders	2,502.24	INV	26/06/2019	00098647	Reticulation materials required for Wellard Oval	2,470.74
				INV	26/06/2019	00098712	Reticulation parts	31.50
3898.3317-01		Play Maker Sports	1,200.00	INV	26/06/2019	00001821	Calista Tennis Club repair severe crack	1,200.00
3898.3338-01		AAA Blinds Port Kennedy	128.00	INV	25/06/2019	7162	Refit wand to blinds at APU 45	128.00
3898.3452-01		Western Maze Pty Ltd	16,373.56	INV	26/06/2019	00016680	Greenwaste area 1 collection	16,373.56
3898.357-01		BullAnt Security Pty	60.00	INV	25/06/2019	10,188,097	Recquatic supply MK20 master key	30.00
				INV	25/06/2019	10,188,254	Recquatic supply MK20.6 key	30.00
3898.358-01		Coastline Mowers	2,201.25	INV	26/06/2019	20481	Repairs to replace clutch to Stihl post hole borer	260.10
				INV	26/06/2019	20526#5	Auger planting 75mm x 59	172.50
				INV	26/06/2019	20482#5	Various parts and equipment	1,768.65
3898.3608-01		Foreshore Rehabilitation & Fencing	907.50	INV	26/06/2019	INV-4448	Access way widening to Ascot Parkway	907.50
3898.3686-01		KAJ Installations & Services	292.00	INV	26/06/2019	00005463	Callistemon Garage 28 Replace battery back up	194.00
				INV	25/06/2019	00005440	Banksia Park workshop program remote	40.00
				INV	25/06/2019	00005441	Callistemon Court 9 repairs to garage door	58.00
3898.3805-01		Officeworks Superstores Pty Ltd	520.17	INV	25/06/2019	614031461	Stationery John Wellard Centre	520.17
3898.3900-01		Rockingham Books	140.54	INV	26/06/2019	AR2763	Audio books for Library	140.54
3898.3914-01		Bladon WA Pty Ltd	1,013.10	INV	25/06/2019	BWAI41088	Promotional products John Wellard Centre	1,013.10
3898.3916-01		Kwinana Industries Council	166.99	INV	24/06/2019	00011940	Trainee for fortnight ending 070619	166.99
3898.3965-01		Fulton Hogan Industries Pty Ltd	6,958.03	INV	25/06/2019	12854741RI	1148m2 emulsion Millar Road	6,958.03
3898.4032-01		Brikmakers	246.63	INV	24/06/2019	IB893964	Grand pavers	246.63
3898.407-01		Winc Australia Pty Ltd	1,698.42	INV	25/06/2019	9027532072	Paper and stationery Retirement village	756.61
				INV	25/06/2019	9027556520	Stationery June Admin Building	848.14

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				INV	25/06/2019	9027562392	Stationery John Wellard Centre	93.67
3898.4077-01		PK Technology Pty Ltd	880.00	INV	24/06/2019	00014108	Remove communications equipment from 1GJN991	880.00
3898.4125-01		LD Total	4,615.16	INV	26/06/2019	99466	Re-instate the irrigation to Johnson Road verge	4,615.16
3898.4205-01		David Mario Boccuzzi	100.00	INV	25/06/2019	19thJune2019	Reimbursement expenses for departing staff	100.00
3898.4350-01		T J Depiazzi & Sons	3,259.85	INV	25/06/2019	100594	Mulch	3,259.85
3898.435-01		Custom Built Saunas	572.00	INV	25/06/2019	1579	Service steam generator and replace valve	572.00
3898.4382-01		Stonehenge Ceramics	5,845.50	INV	24/06/2019	C1528	Remove and replace tiles Recquatic	1,950.00
				INV	25/06/2019	C1661	Recquatic tiles replaced	550.00
				INV	26/06/2019	C1682	Callistemon Court 74 bathroom/laundry tiles	3,345.50
3898.4412-01		JB Hi-Fi Rockingham	990.00	INV	25/06/2019	102876278-100	Supplies for community consultation	425.00
				INV	26/06/2019	102873014-100	Video games for Library collection	565.00
3898.4477-01		Trophy Express	163.80	INV	25/06/2019	10893	Medals for Lap it Up program	163.80
3898.4551-01		Jaycar Pty Ltd	139.85	INV	25/06/2019	45122203265	Event supplies William Bertram Centre	139.85
3898.4719-01		Complete Office Supplies Pty Ltd	339.17	INV	25/06/2019	08385227	Stationery Recquatic	339.17
3898.480-01		Department of Transport	6.80	INV	25/06/2019	4116190	Disclosure of information fee	6.80
3898.4861-01		Big W	1,081.85	INV	25/06/2019	176548	Items for Toy Store William Bertram Centre	773.50
				INV	25/06/2019	176550	Care packs	298.35
				INV	26/06/2019	176547	Items for LETS Storytime Library	10.00
3898.4926-01		Aussie Clotheslines	360.00	INV	24/06/2019	14045-1	BP 31 Bright Rd Supply and install a wall-mounted line	360.00
3898.5035-01		Quell Clean	283.50	INV	25/06/2019	00051773	Callistemon Court 29 vacate clean	283.50
3898.504-01		Domino's Pizza - Kwinana Market Pla	144.15	INV	26/06/2019	98276-21/06/19	Social XFT pizza for event 210619	144.15
3898.5062-01		Tony Aveling & Associates Pty Ltd	2,970.00	INV	26/06/2019	I0015632	Safety and health representatives training	990.00
				INV	26/06/2019	I0015631	Safety and health representatives training	990.00
				INV	24/06/2019	I0015367	Safety and health representatives training	990.00
3898.5143-01		Wendy Gaye Cooper	2,905.34	INV	26/06/2019	MEETINGFEES18/	Meeting Fees	2,613.67
				INV	26/06/2019	ICTALLOW18/19	ICT Allowance	291.67
3898.5255-01		Tamara Brooke Turner	903.18	INV	26/06/2019	26thJune2019	Payment of principal and interest Christmas Saver	903.18

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3898.5369-01		Hire King	228.00	INV	25/06/2019	O25998	Confetti cannon hire for LyriK Awards Ceremony	228.00
3898.5381-01		Centrecare	1,026.66	INV	24/06/2019	21072	Annual registration and management fee	1,026.66
3898.540-01		EJ's Mini Excavator	2,750.00	INV	26/06/2019	13451	Repairs to drainage pipe Henry Street sump	2,750.00
3898.546-01		Enzed Fremantle	223.36	INV	24/06/2019	54746	Hydraulic hose as per sample	206.67
				INV	26/06/2019	54867	Twin clamps	16.69
3898.5520-01		Master Lock Service	5,490.00	INV	25/06/2019	00006057	Darius Wells 10 x door closers	4,850.00
				INV	25/06/2019	00006050	Darius Wells 20 x jumbo roll cam locks keyed	640.00
3898.560-01		Goodchild Enterprises	168.30	INV	26/06/2019	417089	Bosch battery	168.30
3898.5743-01		Programmed Maintenance Services Ltd	10,017.52	INV	25/06/2019	SINV555615	BP gardening and lawn mowing June 2019	10,017.52
3898.5823-01		Accord Security Pty Ltd	176.00	INV	25/06/2019	00023645	Security services 110619 Edge Skate Park	176.00
3898.583-01		Flexi Staff Pty Ltd	2,839.83	INV	25/06/2019	208789	Building Maintenance staff w/e 090619	1,393.30
				INV	26/06/2019	208788	Temp staff week ending 090619	1,446.53
3898.598-01		Forpark Australia Pty Ltd	3,625.60	INV	25/06/2019	43747	Playground parts various location	3,625.60
3898.5990-01		Dismantle Inc	5,500.00	INV	26/06/2019	25thJune2019	Community funding program Bike Rescue Kwinana	5,500.00
3898.5996-01		CMS Engineering Pty Ltd	37,229.17	INV	25/06/2019	32517	Recquatic deep clean of gym ACs	5,236.00
				INV	25/06/2019	32516	Recquatic evaporative cooler repairs	7,084.00
				INV	25/06/2019	32832	Recquatic group fitness supply air conditioner	5,500.00
				INV	25/06/2019	32831	City Operations office supply air conditioner	5,335.00
				INV	25/06/2019	32824	Administration AC maintenance and repairs	5,188.70
				INV	24/06/2019	32793	Service air conditioner Fiona Harris Pavilion	3,161.40
				INV	25/06/2019	32915	Air conditioner maintenance June 19	3,093.22
				INV	25/06/2019	32916	Air conditioner maintenance June 19	1,570.21
				INV	25/06/2019	32917	Air conditioner maintenance June 19	1,060.64
3898.6000-01		Scott Printers Pty Ltd	3,803.80	INV	25/06/2019	134670	Printing of Hero brochures	3,803.80
3898.6018-01		ALSCO Pty Ltd	72.16	INV	25/06/2019	CPER1948037	Linen for catering	72.16
3898.6091-01		Plants & Garden Rentals	110.00	INV	26/06/2019	00013659	Darius Wells plant hire	110.00
3898.6183-01		Cat Haven	545.00	INV	26/06/2019	Donation2019	Donation to assist Cat Haven	500.00
				INV	25/06/2019	00120524	Cat service fee 300519	45.00
3898.6224-01		The Grant Finder	540.00	INV	26/06/2019	00144	Facilitation services Darius Wells June 2019	540.00

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3898.6261-01		Rebecca J Flanagan	1,600.00	INV	24/06/2019	28thMay2019	Rhyme Time and Story Time to 270619	1,600.00
3898.6267-01		Woolworths Group Limited	1,796.53	INV	24/06/2019	3592952	Food for drop in service Zone	61.41
				INV	24/06/2019	36675379	Admin items	168.11
				INV	25/06/2019	3592972	Care packs and ER vouchers	542.15
				INV	26/06/2019	36877492	Catering items for Admin	380.49
				INV	26/06/2019	3592960	Items for Mooditj Kulungas and Family Day Care	90.15
				INV	26/06/2019	3592962	Depot items	168.00
				INV	26/06/2019	3592852	Items for John Wellard Centre	96.73
				INV	25/06/2019	3592968	Gift cards and items for Social Club event	131.77
				INV	25/06/2019	3592956	Cafe supplies Recquatic	38.55
				INV	25/06/2019	3592971	Food for Drop In programs The Zone	46.60
				INV	26/06/2019	3592970	Items for Storytime Library	20.47
				INV	26/06/2019	3592961	Items for Darius Wells	52.10
3898.6289-01		Clockwork Print	4,922.50	INV	24/06/2019	INV-0058396	Teardrop flags	924.00
				INV	24/06/2019	INV-0058313	Teardrop flags and pull up banners	3,201.00
				INV	24/06/2019	INV-0058371	Addition of three vinyl 'Welcome' stickers	797.50
3898.6332-01		Drainflow Services Pty Ltd	8,140.00	INV	26/06/2019	00003710	Gully eduction work carried out in June 2019	8,140.00
3898.6370-01		Elexacom	8,517.24	INV	26/06/2019	26640	Civic Admin adjust all three carpark timers	189.07
				INV	26/06/2019	26645	Darius Wells lighting on stairwell call out	94.53
				INV	26/06/2019	26648	Administration Engineering repair power point	47.27
				INV	26/06/2019	26649	Leda Hall repair broken power point	219.86
				INV	25/06/2019	26597	City Operations supply/install new electricals	960.66
				INV	25/06/2019	26595	Recquatic down lights in the foyer repair	1,256.87
				INV	25/06/2019	26519	Callistemon Court 40 power point repair	99.24
				INV	25/06/2019	26522	Banksia Park 38 repairs to light pole at front	565.09
				INV	24/06/2019	26543	Building Maintenance Workshop electrical testing	1,109.13
				INV	24/06/2019	26537	Depot security light repairs	366.36
				INV	24/06/2019	26536	Challenger Beach toilets electrical repairs	142.12
				INV	24/06/2019	26578	Service lights 270319	1,620.82
				INV	24/06/2019	26521	Repair damaged light Fiona Harris Pavilion	894.96
				INV	24/06/2019	26538	Electrical works 280519 The Strand	70.91
				INV	24/06/2019	26525	Service hydro pool lights150219 Recquatic	779.22
				INV	24/06/2019	26580	Repair lights at Dome cafe 060619	101.13

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3898.6382-01		Zip Heaters	1,655.75	INV	26/06/2019	3202520	Recquatic pool deck drink fountain service	225.50
				INV	26/06/2019	3202519	Recquatic replacement of pool deck water fountain	1,430.25
3898.665-01		Gregs Glass	420.00	INV	26/06/2019	7299-19	Banksia Park17 investigate leaking shower screen	180.00
				INV	25/06/2019	7420-19	Callistemon Court 2 repair rear glass door	100.00
				INV	25/06/2019	7421-19	Banksia Park 27 repair security door rollers	140.00
3898.6700-01		Sprayking WA Pty Ltd	17,181.79	INV	26/06/2019	00001726	Daintree stream vegetation maintenance June 19	440.00
				INV	26/06/2019	00001725	Weed eradication streetscapes for June 19	3,602.36
				INV	26/06/2019	00001724	Eradication of weeds within various sumps	4,059.00
				INV	27/06/2019	00001706	Hardstand weed control April 19	9,080.43
3898.6736-01		Alyka Pty Ltd	3,850.00	INV	25/06/2019	INV-24062	Mailchimp integration	3,850.00
3898.684-01		Hart Sport	684.90	INV	26/06/2019	10033171	Recquatic assorted sport equipment	511.00
				INV	26/06/2019	10033322	Recquatic assorted sport equipment	173.90
3898.6872-01		Schindler Lifts Australia Pty Ltd	780.34	INV	26/06/2019	4678714246	John Wellard Community Centre lift maintenance	664.84
				INV	26/06/2019	4678716412	John Wellard Community Centre monitoring fee	115.50
3898.69-01		Alinta Gas	80.50	INV	24/06/2019	972215970Jun19	323U Banksia Park Clubhouse	80.50
3898.7042-01		Quantum Building Services	4,256.40	INV	24/06/2019	00002619	Replacement of sump box Wirrupunda office	993.30
				INV	24/06/2019	00002620	Gutter services Sloan Cottage	3,263.10
3898.7338-01		Maintenance and Construction Servic	1,089.60	INV	26/06/2019	20thJune2019	Refund building fees BP2018/799	1,089.60
3898.7388-01		Morris Jacobs	310.00	INV	26/06/2019	9-25/06/2019	Facilitation services 250619	155.00
				INV	25/06/2019	8-18/06/2019	Facilitation services 180619	155.00
3898.7557-01		Sheila Mills	2,905.34	INV	26/06/2019	MEETINGFEE18/19	Meeting Fees	2,613.67
				INV	26/06/2019	ICTALLOW18/19	ICT Allowance	291.67
3898.7605-01		Flying Canape	2,701.00	INV	24/06/2019	11505	Catering 110619	2,701.00
3898.762-01		Blackwood & Sons Ltd	272.72	INV	25/06/2019	KW0853TH	Toilet roll dispensers for Recquatic	143.57
				INV	25/06/2019	KW7919TH	Safety boots	96.15
				INV	26/06/2019	KW7930TF	Footwear for bin tagging	11.00
				INV	26/06/2019	KW8371TF	Footwear for bin tagging	22.00
3898.7625-01		Flex Industries Pty Ltd	795.57	INV	26/06/2019	700775	Various air filters and parts	603.07

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				INV	25/06/2019	19908	Carry out inspection KWN2035	192.50
3898.771-01		JB Hi-Fi Group Pty Ltd	64.95	INV	25/06/2019	407710962-226	HDMI adaptor John Wellard Centre	64.95
3898.7783-01		Leederville Cameras	278.90	INV	25/06/2019	437670	Video and iPad tripod and	109.90
				INV	25/06/2019	437424	adaptor Camera parts	169.00
3898.795-01		K Mart	97.50	INV	25/06/2019	196453	Items for Lyrik Awards	97.50
3898.805-01		Mervyn Thomas Kearney	2,905.34	INV	26/06/2019	MEETINGFEES18/	Meeting Fees	2,613.67
				INV	26/06/2019	ICTALLOW18/19	ICT Allowance	291.67
3898.8055-01		The Green Barista Coffee	104.00	INV	25/06/2019	19210	Catering for community planting at Thomas Oval	104.00
3898.8099-01		Total Tools Rockingham	1,173.35	INV	25/06/2019	69819	City Operations Building Maintenance workshop supplies	469.95
				INV	25/06/2019	70743	Bosch laser measuring device	135.00
				INV	26/06/2019	70690	Various tools	267.45
				INV	26/06/2019	69822	T bar clamp	41.95
				INV	26/06/2019	69820	Assorted parts	259.00
3898.8119-01		The Smart Security Company P/L	165.00	INV	26/06/2019	66450	Banksia Park 22 replace battery to duress alarm	165.00
3898.8167-01		Mega Glow Yoga	100.00	INV	26/06/2019	005	Yoga class Banksia Park 210619	100.00
3898.8302-01		Chris Kershaw Photography	440.00	INV	24/06/2019	L2488	Photography of Citizenship Ceremony	440.00
3898.833-01		Kwinana District Tennis Club Inc	3,379.75	INV	25/06/2019	72	50% share of costs Book A Court installation	3,379.75
3898.850-01		Gilmore College	50.00	INV	26/06/2019	Donation2019	Donation for Most Improved Award	50.00
3898.853-01		Kwinana South Bush Fire Brigade	3,980.37	INV	24/06/2019	21stJune2019	DFES ESL recoup to May 2019	980.37
				INV	26/06/2019	21stJune2019	Annual donation for brigade 2018/2019	3,000.00
3898.8595-01		Purearth	7,374.30	INV	26/06/2019	00001193	Collection of road sweepings May 2019	7,374.30
3898.8610-01		John Scarfe	600.00	INV	24/06/2019	76	Handcrafted wooden pens	600.00
3898.8623-01		Irrigation West	8,803.47	INV	25/06/2019	IV00000000846	Reticulation station controllers	3,518.24
				INV	25/06/2019	IV00000000844	Supply of data coils and modems	5,285.23
3898.8631-01		Imagination Play Pty Ltd	96.80	INV	26/06/2019	4353	Sloans Reserve supply of 3 x fitness caps	96.80
3898.867-01		Lamp Replacements	246.40	INV	25/06/2019	IN1021650	Administration light globes	103.40
				INV	25/06/2019	IN1021704	Administration globes	143.00

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3898.87-01		Zone Bowling	150.00	INV	24/06/2019	1022-00775580	Deposit The Zone July school holiday program	150.00
3898.8899-01		Majestic Plumbing	5,199.47	INV	25/06/2019	233470	Recquatic Wirrapunda plumbing repairs	357.98
				INV	25/06/2019	233471	Wellard Pavilion blocked drain	746.42
				INV	25/06/2019	233451	Recquatic creche remove gas heater/repair leak	461.23
				INV	25/06/2019	00211752	Darius Wells annual filter inspection/replacements	470.49
				INV	25/06/2019	233469	Thomas Kelly Pavilion blocked toilet repair	184.49
				INV	25/06/2019	233472	Investigated hot water temp at villa 55	260.24
				INV	25/06/2019	233452	Repairs to toilet villa 37	1,154.54
				INV	25/06/2019	233428	Depot toilet plumbing repairs	164.47
				INV	25/06/2019	233431	Kwinana Bowling Club sewer pump pit inspection	173.49
				INV	25/06/2019	233474	Casuarina/Wellard Fire Station UV lamp filter	320.34
				INV	25/06/2019	233475	Darius Wells zip tap repair	173.49
				INV	25/06/2019	233473	The Zone unblock shower drains	199.34
				INV	24/06/2019	233386	Plumbing services Wheatfield Cottage	261.71
				INV	24/06/2019	233387	Plumbing services Adventure Playground	86.75
				INV	25/06/2019	233308	Service kitchen sink Banksia Park U19	184.49
3898.8945-01		Cutting Fish Pty Ltd (Brumby's Harv	130.00	INV	24/06/2019	COK20190614	Catering for community planting 160619	130.00
3898.8996-01		Fridgair Industries Pty Ltd	4,317.50	INV	25/06/2019	32743	Wellard Pavilion fridge repair/investigation	247.50
				INV	25/06/2019	32883	Wellard Pavilion 2 x Bromic single door fridges	4,070.00
3898.903-01		Lo-Go Appointments	1,379.40	INV	25/06/2019	00419986	Temp staff week ending 150619	1,379.40
3898.9076-01		Charles Service Company	46,994.46	INV	24/06/2019	00031850	Weekend cleaning various halls and pavilions	1,299.39
				INV	24/06/2019	00031845	Cleaning consumables June 2019	721.95
				INV	24/06/2019	00031846	Carpet cleaning 110619 Library	137.50
				INV	24/06/2019	00031844	Cleaning services various locations June 19	42,094.44
				INV	24/06/2019	00031847	Additional cleaning 15 and 16 June 19	1,299.39
				INV	24/06/2019	00031848	Cleaning Wirrapunda Foundation office	142.40
				INV	24/06/2019	00031849	Weekend cleaning 8 and 9 June 19	1,299.39
3898.9133-01		People Solutions Australasia Pty Lt	1,595.00	INV	25/06/2019	00013229	Psychometric assessments	797.50
				INV	25/06/2019	00013230	Psychometric assessments	797.50

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3898.9325-01		Manfred Surveys	1,078.00	INV	24/06/2019	01328	Feature survey Wellard Road dual carriage way	1,078.00
3898.934-01		Mandogalup Volunteer Fire Brigade	3,000.00	INV	26/06/2019	21stJune2019	Annual donation to brigade 2018/2019	3,000.00
3898.9345-01		Accidental Health & Safety Perth	187.88	INV	25/06/2019	616599	Viraclean disinfectant 5L x 4	187.88
3898.9405-01		Matthew James Rowse	2,905.34	INV	26/06/2019	MEETINGFEES18/	Meeting Fees	2,613.67
				INV	26/06/2019	ICTALLOW18/19	ICT Allowance	291.67
3898.9572-01		Aaron Thomas	650.00	INV	25/06/2019	117	Open Mic event 200619	650.00
3898.96-01		Apace Aid (Inc)	5,584.13	INV	25/06/2019	00011494	Native seedlings for Lake Magenup planting 2019	1,664.96
				INV	25/06/2019	00011495	Native seedlings for planting at Bertram Sanctuary	1,242.56
				INV	25/06/2019	00011478	Native seedlings for Orelia Avenue	828.96
				INV	25/06/2019	00011480	Native seedlings for Honeywood Reserve	1,320.00
				INV	24/06/2019	00011479	Native seedlings Thomas Oval Bushland Planting	527.65
3898.9623-01		Sustainspace	660.00	INV	24/06/2019	17	Working drawings for Sloan Reserve Public Toilet	660.00
3898.978-01		Microcom Pty Ltd trading as MetroCo	620.40	INV	26/06/2019	INV027314	10 pack cleats and vent plugs	620.40
3898.9838-01		Ben Trager Homes Pty Ltd	97.70	INV	26/06/2019	21stJune2019	Refund building licence fee BP2019/62	97.70
3898.987-01		Miracle Recreation Equipment	1,034.00	INV	24/06/2019	38665	Supply trackside carriages Adventure Park	1,034.00
3898.9892-01		LF Media	2,674.80	INV	24/06/2019	22084	Print and installation of lamp post wraps	2,674.80
3898.9899-01		Creative Minds	440.00	INV	25/06/2019	PO15610	Wellness Expo 080619	160.00
				INV	25/06/2019	PO115458	Facilitate program John Wellard Centre	120.00
				INV	25/06/2019	PO115945	Facilitate program William Bertram Centre	160.00
3899	27/06/2019	EFT TRANSFER: - 28/06/2019	7,104.61					
3899.151-01		Australian Services Union	561.80	INV	16/06/2019	PY01-26-Aust Ser	Payroll Deduction	233.10
				INV	16/06/2019	PY01-26-Aust Ser	Payroll Deduction	47.80
				INV	02/06/2019	PY01-25-Aust Ser	Payroll Deduction	233.10
				INV	02/06/2019	PY01-25-Aust Ser	Payroll Deduction	47.80
3899.487-01		Child Support Agency	3,639.56	INV	02/06/2019	PY01-25-Child Su	Payroll Deduction	1,819.78
				INV	16/06/2019	PY01-26-Child Su	Payroll Deduction	1,819.78
3899.530-01		Easifleet	2,021.73	INV	27/06/2019	125281	Novated lease for June 2019	2,021.73

Cheque Listing

Payments made between
01/06/2019 to 30/06/2019



<u>Chq/Ref</u>	<u>Pmt Date</u>	<u>Payee</u>	<u>Amount</u>	<u>Tran</u>	<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
3899.892-01		LGRCEU	881.52	INV	02/06/2019	PY01-25-LGREC U	Payroll Deduction	430.50
				INV	02/06/2019	PY01-25-LGREC U	Payroll Deduction	10.26
				INV	16/06/2019	PY01-26-LGREC U	Payroll Deduction	430.50
				INV	16/06/2019	PY01-26-LGREC U	Payroll Deduction	10.26
Total EFT			4,978,176.22					
Payroll								
PY01-25	02/06/2019	Payroll	605,520.86					
PY01-26	16/06/2019	Payroll	619,409.68					
PY99-26	24/06/2019	Payroll - Interim	214,663.73					
Total Payroll			1,439,594.27					
Grand Total			-6,473,535.99					

Credit Card Transactions

1/06/2019 to 30/06/2019

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
Credit Card Chief Executive Officer to 040619				\$87.36	
4428756	Invoice	040619A	04/06/2019	\$6.82	Parking CEO Gender Equality meeting
4428756	Invoice	040619A	04/06/2019	\$9.09	Parking CEO GAPP meeting
4428756	Invoice	040619A	04/06/2019	\$29.45	Parking CEO Westport meeting
4428756	Invoice	040619A	04/06/2019	\$34.05	Parking CEO Westport meeting
4428756	GST	040619A	04/06/2019	\$7.95	GST
Credit Card Functions Officer to 040619				\$279.83	
4428764	Invoice	040619B	04/06/2019	\$18.18	Cakes for Future Battery Industries CRC meeting
4428764	Invoice	040619B	04/06/2019	\$72.73	Cakes for Purple Bench lunch
4428764	Invoice	040619B	04/06/2019	\$163.48	Decorations for Bushfire Brigade dinner
4428764	GST	040619B	04/06/2019	\$25.44	GST
Credit Card Director City Legal to 040619				\$31.10	
4428773	Invoice	040619C	04/06/2019	\$9.18	Parking SRB Legal Ministerial review
4428773	Invoice	040619C	04/06/2019	\$19.09	Parking Landcorp meeting
4428773	GST	040619C	04/06/2019	\$2.83	GST
Credit Card Executive Assistant to 040619				\$352.00	
4428778	Invoice	040619D	04/06/2019	\$18.18	Delivery fee for thank you gifts
4428778	Invoice	040619D	04/06/2019	\$68.18	Wreath for Mayor to present at ANZAC ceremony
4428778	Invoice	040619D	04/06/2019	\$233.64	Thank you gift for PWC and City of Yucheng
4428778	GST	040619D	04/06/2019	\$32.00	GST
Credit Card Director City Regulation to 040619				\$31.59	
4428816	Invoice	040619E	04/06/2019	\$6.00	Refreshments for Environment Team staff leaving
4428816	Invoice	040619E	04/06/2019	\$7.50	Refreshments for Environment Team staff leaving
4428816	Invoice	040619E	04/06/2019	\$8.18	Refreshments for Environment Team staff leaving
4428816	Invoice	040619E	04/06/2019	\$8.26	Parking meeting for Local Planning Strategy
4428816	GST	040619E	04/06/2019	\$1.65	GST
Credit Card Director City Infrastructure to 040619				\$101.95	
4428825	Invoice	040619F	04/06/2019	\$3.18	Parking Planning and Technical Directors meeting
4428825	Invoice	040619F	04/06/2019	\$9.18	Parking Industrial Relations Seminar

Credit Card Transactions

1/06/2019 to 30/06/2019

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
4428825	Invoice	040619F	04/06/2019	\$11.11	Parking IPWEA Annual General Meeting
4428825	Invoice	040619F	04/06/2019	\$69.21	Lunch Forum IPWEA
4428825	GST	040619F	04/06/2019	\$9.27	GST
Credit Card Director City Engagement to 040619				\$190.53	
4428828	Invoice	040619H	04/06/2019	\$11.73	Refreshments for Aboriginal Employment Strategy
4428828	Invoice	040619H	04/06/2019	\$14.53	Paint for art project
4428828	Invoice	040619H	04/06/2019	\$26.07	Paint for art project
4428828	Invoice	040619H	04/06/2019	\$132.97	Facebook Youth Team promotion
4428828	GST	040619H	04/06/2019	\$5.23	GST
Credit Card Manager Human Resources to 040619				\$5,154.35	
4428835	Invoice	040619I	04/06/2019	\$18.18	University of Notre Dame training course
4428835	Invoice	040619I	04/06/2019	\$45.45	Smartrider autoloader
4428835	Invoice	040619I	04/06/2019	\$45.45	Smartrider autoloader
4428835	Invoice	040619I	04/06/2019	\$73.14	Congratulations on birth flowers for staff member
4428835	Invoice	040619I	04/06/2019	\$89.91	Condolence flowers for staff member
4428835	Invoice	040619I	04/06/2019	\$270.00	Opportunities and challenges training
4428835	Invoice	040619I	04/06/2019	\$861.82	Essential Library Skills training course
4428835	Invoice	040619I	04/06/2019	\$1,381.82	AutoCAD training
4428835	Invoice	040619I	04/06/2019	\$1,900.00	Promapp Certified Trainer training
4428835	GST	040619I	04/06/2019	\$468.58	GST
Credit Card Director City Strategy to 040619				\$4,599.61	
4428848	Invoice	040619G	04/06/2019	\$0.40	Atlassian international transaction fee
4428848	Invoice	040619G	04/06/2019	\$0.73	Zapier international transaction fee
4428848	Invoice	040619G	04/06/2019	\$1.25	Typeform international transaction fee
4428848	Invoice	040619G	04/06/2019	\$1.38	Matterport international transaction fee
4428848	Invoice	040619G	04/06/2019	\$2.73	Parking South West Group meeting
4428848	Invoice	040619G	04/06/2019	\$3.85	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$15.96	Atlassian JIRA project management software
4428848	Invoice	040619G	04/06/2019	\$18.89	Facebook advertising

Credit Card Transactions

1/06/2019 to 30/06/2019

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
4428848	Invoice	040619G	04/06/2019	\$22.45	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$29.01	Zapier web app licence
4428848	Invoice	040619G	04/06/2019	\$31.42	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$33.27	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$41.48	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$46.15	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$46.37	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$47.60	Google Adwords
4428848	Invoice	040619G	04/06/2019	\$50.09	Typeform subscription
4428848	Invoice	040619G	04/06/2019	\$55.06	Matterport 3D Scanning tech
4428848	Invoice	040619G	04/06/2019	\$58.74	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$58.84	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$68.58	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$77.55	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$83.28	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$84.82	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$97.86	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$106.59	Corporate Business System team milestone
4428848	Invoice	040619G	04/06/2019	\$107.73	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$120.89	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$122.37	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$133.71	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$135.20	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$144.03	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$150.98	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$152.66	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$176.98	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$249.92	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$259.88	Mailchimp email marketing software
4428848	Invoice	040619G	04/06/2019	\$267.87	Facebook advertising

Credit Card Transactions

1/06/2019 to 30/06/2019

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
4428848	Invoice	040619G	04/06/2019	\$273.59	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$312.81	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$443.70	Facebook advertising
4428848	Invoice	040619G	04/06/2019	\$447.25	Facebook advertising
4428848	GST	040619G	04/06/2019	\$15.69	GST
Grand Total:				\$10,828.32	

16.3 Disposition by way of Lease, Part of 2 (Lot 107) Robbos Way Kwinana, Offices in the Darius Wells Library and Resource Centre Lease Agreements between the City of Kwinana and Non-Government Agencies

DECLARATION OF INTEREST:

Mayor Carol Adams declared an impartiality interest due to being the Chairperson of the Citizens Advice Bureau and Vice Chairperson of Kwinana Early Years Service.

SUMMARY:

The City of Kwinana (**the City**) is the owner of the Darius Wells Library and Resource Centre (**the Centre**) situated at 2 Robbos Way, Kwinana. This report concerns the first floor of the property, being part of Lot 107 on Deposited Plan 70670, comprised in Certificate of Title Volume 2786 Folio 114 (**the Premises**).

This report seeks Council to resolve that the Chief Executive Officer is authorised on behalf of the City to give disposition by way of lease, to negotiate and finalise the leases of the Premises to the following prospective tenants:

- Citizens Advice Bureau of Western Australia Inc;
- Relationships Australia Western Australia Inc;
- Ngala Community Services;
- Bridging the Gap Inc; and
- Kwinana Early Years Services Inc, (collectively known as '**Non-Government Agencies**').

The layout of the offices that the Non-Government Agencies (and other Darius Wells tenants) currently occupy, and will continue to occupy, are at **Attachment A**.

The Non-Government Agencies are not-for-profit organisations, the objects of which are charitable, cultural, educational or of a similar nature. As such, the disposition of the Premises does not have to be advertised in accordance with section 3.58 of the *Local Government Act 1995*, as the leases to these Non-Government Agencies are exempt dispositions under section 30 (2)(b)(i) of the *Local Government (Functions and General) Regulations 1996*.

The Premises is currently leased to the Non-Government Agencies who were selected through an Expression of Interest process that was conducted by the City in 2012. The City has worked closely with these organisations to ensure the best possible quality and most effective fitout to enable the Non-Government Agencies to provide a high level of service.

The Premises is comprised of eight lettable office areas, meetings rooms, staff and kitchen facilities. The development of the Centre was made possible through joint funding from the City of Kwinana, Lotterywest and Federal Government grant funding. The grant funding from Lotterywest was conditional upon the Centre providing low-rental office space for non-government agencies and community groups. The City undertook an appropriate fitout of each space to meet the individual requirements of the Non-Government Agencies.

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND NON-GOVERNMENT AGENCIES

OFFICER RECOMMENDATION:

That Council:

1. Authorise the Chief Executive Officer and Mayor to execute an individual lease agreement (as identified in Attachments B to F) for each of the Non-Government Agencies, and make modifications where the intent of the agreements does not change, in relation to offices on the first floor, 2 Robbos Way, Kwinana being part of Lot 107 on Deposited Plan 70670, comprised in Certificate of Title Volume 2786 Folio 114 to:
 - a. Bridging the Gap Inc;
 - b. Citizens Advice Bureau of Western Australia Inc;
 - c. Kwinana Early Years Services Inc;
 - d. Ngala Community Services; and
 - e. Relationships Australia Western Australia Inc.

NOTE – AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

The following sets out the current tenancy of the offices:

Tenant/Non-Government Agency	Area (m ²)	Lease Commencement Date	Lease Expiry Date	Lease Area Attachment A
Bridging the Gap Inc	181.44	8 July 2013	7 July 2019	2
Citizens Advice Bureau of WA Inc	63.8	1 July 2013	30 June 2019	3
Kwinana Early Years Services Inc	95.84	6 July 2013	7 July 2019	5
Ngala Community Services	28.88	24 June 2013	23 June 2019	6
Relationships Australia WA Inc.	316.5	22 May 2013	21 May 2019	7

On 14 March 2019, each of the Non-Government Agencies were reminded that the abovementioned leases were due to expire and that the City required confirmation of their intentions to enter into a new lease. Each Non-Government Agency confirmed that they intended to continue their tenancy and enter into a new lease with the City subject to Council approval.

Section 3.58(4)(c) of the *Local Government Act 1995 (WA)* requires the market value of a disposition to be ascertained by a valuation carried out not more than 6 months before the proposed disposition.

The City instructed McGees Property to conduct a valuation of the Premises, which was completed on 12 April 2019. McGees Property provided the City with a valuation report on 18 April 2019 (at **Confidential Attachment G**).

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND NON-GOVERNMENT AGENCIES

The Non-Government Agencies have reviewed and agreed to the terms of the new leases (at **Attachments B to F**).

Note: the City is finalising lease discussions with the remaining Darius Wells tenants being The Smith Family, Communicare Inc. and the Australian Red Cross. It is anticipated that the leases will be presented to Council shortly.

Proposed Rent – Discounted Market Rent

The City's Leasing of Community Facilities Policy (**the Policy**) provides for the circumstances in which an organisation is entitled to a discounted market rent. The proposed rent as set out below, has been determined by applying a 35% discount to the valuation amount, as set out in the Policy. The assessment of eligibility to the discount of the market rental valuation, was determined in consultation with senior officers of the City Legal team and the Director of City Engagement by evaluating the services provided by the Non-Government Agencies in Kwinana against the criteria outlined within the Policy.

The following outlines the current rent charged, and to be charged for the new leases, for each of the Non-Government Agencies and a summary description of their service to the community.

Non-Government Agencies:

Bridging the Gap Inc.

Bridging the Gap Inc. provides programs, through State and Federal funding for employment, career development and training services through special partnerships with local community based organisations in the Perth and Peel region. They occupy a space of 181.44m² and currently pay the City \$24,971.04 rent per annum plus outgoings, subject to annual Consumer Price Index (**CPI**) reviews. The market annual rent is \$39,000. If a 35% discount is applied in accordance with the Policy, the annual rent payable would be \$25,350 (constituting a \$13,650 discount). This is an increase of \$378.96 from the amount currently payable. The rent will be reviewed on and from each rent review date, based on CPI Review. The outgoings are estimated to be \$9,792.64 per annum. The proposed term of the lease agreement is for 3 years with the option to extend for a further 3 years, at which time a market value rent review will occur.

Citizens Advice Bureau of Western Australia Inc.

Citizens Advice Bureau of Western Australia Inc. is an organisation of volunteers that provide community members with services including advice in relation to rights, responsibilities, available resources and information. They occupy a space of 63.8m² and currently pay the City \$8,780.52 rent per annum plus outgoings, subject to annual CPI reviews. The market annual rent is \$14,000. If a 35% discount is applied in accordance with the Policy, the annual rent payable would be \$9,100 (constituting a \$4,900 discount). This is an increase of \$319.48 from the amount currently payable. The rent will be reviewed on and from each rent review date, based on CPI Review. The outgoings are estimated to be \$3,443.41 per annum. The proposed term of the lease agreement is for 3 years with the option to extend for a further 3 years, at which time a market value rent review will occur.

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND NON-GOVERNMENT AGENCIES

Kwinana Early Years Services Inc.

Kwinana Early Years Services Inc. is a free support service that offers counselling, family and parent support for isolated and disadvantaged families with young children. They occupy an office area of 95.84m² and currently pay the City \$13,190.16 rent per annum plus outgoings, subject to annual CPI reviews. The market annual rent is \$21,100. If a 35% discount is applied in accordance with the Policy, the annual rent payable would be \$13,715 (constituting a \$7,385 discount). This is an increase of \$524.84 from the amount currently payable. The rent will be reviewed on and from each rent review date, based on CPI Review. The outgoings are estimated to be \$5,172.66 per annum. The proposed term of the lease agreement is for 3 years with the option to extend for a further 3 years, at which time a market value rent review will occur.

Ngala Community Services

Ngala Community Services is a provider of early parenting and early childhood services, to ensure that community members are aware of what resources are available to help them. They provide workshops, information sessions, one on one consultations, parent and play time and other child orientated activities. They occupy a space of 28.88m² and currently pay the City \$3,974.68 rent per annum plus outgoings, subject to annual CPI reviews. The market annual rent is \$6,900. If a 35% discount is applied in accordance with the Policy, the annual rent payable would be \$4,485 (constituting a \$2,415 discount). This is an increase of \$510.32 from the amount currently payable. The rent will be reviewed on and from each rent review date, based on CPI Review. The outgoings are estimated to be \$1,558.70 per annum. The proposed term of the lease agreement is for 3 years with the option to extend for a further 3 years, at which time a market value rent review will occur.

Relationships Australia Western Australia Inc.

Relationships Australia Western Australia Inc provides a range of counselling, mediation, community education and development services. They aim to provide a safe environment for people to attend in order to help achieve healthy relationships. They occupy 316.5m² and currently pay the City \$43,559.15 rent per annum plus outgoings, subject to annual CPI reviews. The market annual rent is \$64,900. If a 35% discount is applied in accordance with the Policy, the annual rent payable would be \$42,185 (constituting a \$22,715 discount). This is a decrease of \$1,374.15 from the amount currently payable. The rent will be reviewed on and from each rent review date, based on CPI Review. The outgoings are estimated to be \$17,082.06 per annum. The proposed term of the lease agreement is for 3 years with the option to extend for a further 3 years, at which time a market value rent review will occur.

LEGAL/POLICY IMPLICATIONS:

Section 3.58 (3) and (4) of the *Local Government Act 1995* states:

- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
- (a) *it gives local public notice of the proposed disposition —*
 - (i) *describing the property concerned; and*

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND NON-GOVERNMENT AGENCIES

- (ii) giving details of the proposed disposition; and
- (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;
- and
- (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.
- (4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —
 - (a) the names of all other parties concerned; and
 - (b) the consideration to be received by the local government for the disposition; and
 - (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.

Section 30 of the Local Government (Functions and General) Regulations 1996 states:

- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.
- (2) A disposition of land is an exempt disposition if —
 - (a) the land is disposed of to an owner of adjoining land (in this paragraph called the transferee) and —
 - (i) its market value is less than \$5 000; and
 - (ii) the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee; or
 - (b) the land is disposed of to a body, whether incorporated or not —
 - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions; or
 - (c) the land is disposed of to —
 - (i) the Crown in right of the State or the Commonwealth; or
 - (ii) a department, agency, or instrumentality of the Crown in right of the State or the Commonwealth; or
 - (iii) another local government or a regional local government; or
 - (d) it is the leasing of land to an employee of the local government for use as the employee's residence; or
 - (e) it is the leasing of land for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land; or
 - (f) it is the leasing of land to a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession to be used for carrying on his or her medical practice; or
 - (g) it is the leasing of residential property to a person.

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND NON-GOVERNMENT AGENCIES

- (2a) *A disposition of property is an exempt disposition if the property is disposed of within 6 months after it has been —*
- (a) *put out to the highest bidder at public auction, in accordance with section 3.58(2)(a) of the Act, but either no bid is made or any bid made does not reach a reserve price fixed by the local government; or*
 - (b) *the subject of a public tender process called by the local government, in accordance with section 3.58(2)(b) of the Act, but either no tender is received or any tender received is unacceptable; or*
 - (c) *the subject of Statewide public notice under section 3.59(4) of the Act, and if the business plan referred to in that notice described the property concerned and gave details of the proposed disposition including —*
 - (i) *the names of all other parties concerned; and*
 - (ii) *the consideration to be received by the local government for the disposition; and*
 - (iii) *the market value of the disposition as ascertained by a valuation carried out not more than 12 months before the proposed disposition.*
- (2b) *Details (see section 3.58(4) of the Act) of a disposition of property under subregulation (2a) must be made available for public inspection for at least 12 months from the initial auction or tender, as the case requires.*
- (3) *A disposition of property other than land is an exempt disposition if —*
- (a) *its market value is less than \$20 000; or*
 - (b) *the entire consideration received by the local government for the disposition is used to purchase other property, and where the total consideration for the other property is not more, or worth more, than \$75 000.*

FINANCIAL/BUDGET IMPLICATIONS:

This lease will provide an annual income of \$130,455 plus GST. The total income before the discount would be \$200,700 plus GST.

ASSET MANAGEMENT IMPLICATIONS:

The implications for this report are the ongoing management and administration required by all of the City's leases of property.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND NON-GOVERNMENT AGENCIES

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective as detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business performance	5.6 Maximise the value of the City's property assets

COMMUNITY ENGAGEMENT:

As a result of leasing the Premises to the Non-Government Agencies there will be various and continued positive community engagement implications.

PUBLIC HEALTH IMPLICATIONS

There are no public health implications as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	That Council does not support disposition by way of lease of the office spaces in Lot 107 on Deposited Plan 70670 to the Non-Government Agencies. If Council resolve not to support disposition by way of lease, as per Section 3.58 of the <i>Local Government Act 1995</i> , the disposition cannot proceed.
Risk Theme	Ineffective management of facilities/venues/events and failure to fulfil statutory regulation requirements
Risk Effect/Impact	Financial
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Unlikely
Rating (before treatment)	Low
Risk Treatment in place	Avoid
Response to risk treatment required/in place	This report is to authorise the Chief Executive Officer on behalf of the City of Kwinana to give disposition by way of lease, offices within Part Lot 107 on Deposited Plan 70670
Rating (after treatment)	Low

16.3 DISPOSITION BY WAY OF LEASE, PART OF 2 (LOT 107) ROBBOS WAY KWINANA, OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE LEASE AGREEMENTS BETWEEN THE CITY OF KWINANA AND NON-GOVERNMENT AGENCIES

COUNCIL DECISION

502

MOVED CR D WOOD

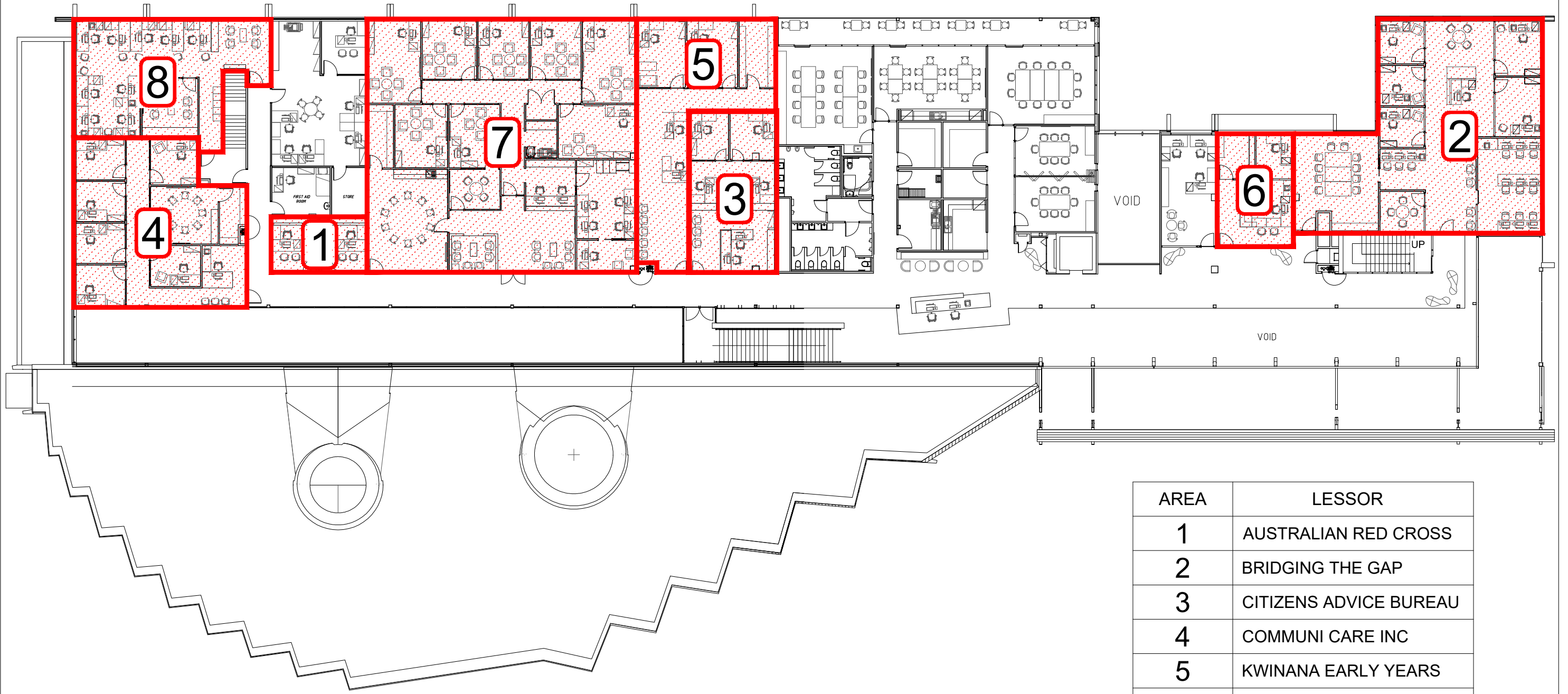
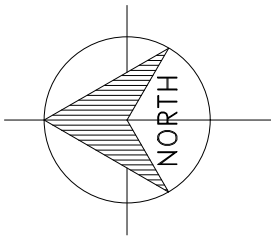
SECONDED CR M ROWSE

That Council:

- 1. Authorise the Chief Executive Officer and Mayor to execute an individual lease agreement (as identified in Attachments B to F) for each of the Non-Government Agencies, and make modifications where the intent of the agreements does not change, in relation to offices on the first floor, 2 Robbos Way, Kwinana being part of Lot 107 on Deposited Plan 70670, comprised in Certificate of Title Volume 2786 Folio 114 to:
 - a. Bridging the Gap Inc;**
 - b. Citizens Advice Bureau of Western Australia Inc;**
 - c. Kwinana Early Years Services Inc;**
 - d. Ngala Community Services; and**
 - e. Relationships Australia Western Australia Inc.****

CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL

8/0



AREA	LESSOR
1	AUSTRALIAN RED CROSS
2	BRIDGING THE GAP
3	CITIZENS ADVICE BUREAU
4	COMMUNI CARE INC
5	KWINANA EARLY YEARS
6	NGALA
7	RELATIONSHIP AUSTRALIA
8	THE SMITH FAMILY

REV	DATE	DESCRIPTION	DRAWN
B	07/19	AREA NUMBERING UPDATED	S.H
A	05/19	ISSUED FOR COMMENT	S.H

ASSOCIATE CONSULTANT:



PROJECT: OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE
 ADDRESS: Cnr Gilmore Avenue and Sulphur Road, Kwinana WA 6167
 PHONE: (08) 9439 0200
 FAX: (08) 9439 0222
 EMAIL: admin@kwinana.wa.gov.au
 WEB: http://www.kwinana.wa.gov.au

SCALE: N.T.S
 DESIGN: -- CHECK: T.H
 DRAWN: S.H DATE: 06/19
 AUTHORISED (MANAGER ENGINEERING SERVICES)
 R.NAJAFZADEH

DRAWING TITLE: LEASE PLAN ALL LESSORS
 FILE NO: ----
 DRAWING NUMBER: 19-055-10 REVISION: A

Lease

Office in the Darius Wells Library & Resource Centre Part Lot 107 on Deposited Plan 70670

City of Kwinana (ABN 13 890 27 321)

Bridging the Gap Inc. (ABN 55 506 171 211)

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(Lessor)

Bridging the Gap Inc.

of PO Box 221, Kwinana, Western Australia 6966
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

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Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in **clause 13.2**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated, being known as the Kwinana Technology Business Centre and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial Lease-able repair and in clean, good working order and condition;

GST has the meaning that it bears in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and
- (b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Normal Hours mean the hours between 7am and 9pm;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Outgoings has the meaning set out in **clause 5.2** in this Lease;

Outgoings Contribution means the contribution set out in **Item 7** of the Schedule;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means use of the Leased Premises as specified in **Item 8** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rates and Taxes means:

- (a) Local Government rates and charges including, all local government rates, levies, charges and service fees and rubbish service rates, charges, levies and fees;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including meter rents, charges for the disposal of storm water and excess water charges,
- (d) levied, charged, assessed or imposed together with any related stamp or transaction duties, and any interest, penalties, fines and expenses in connection with them but excluding any income tax, capital gains tax and GST;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means the date that rent and outgoings are reviewed and specified at **Item 6** of the Schedule to this Lease;

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

- (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and

- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Outgoings and Services

7.1 Outgoings

- (a) The Lessee must pay to the Lessor the Outgoings Contribution with the first payment due on the Commencement Date.
- (b) With effect from each Rent Review Date, the Outgoings Contribution shall be reviewed in accordance with the following formula:

$$\text{ROC} = \text{OC} \times \text{EC} / \text{OC}$$

Where:

“**ROC**” = the annual Outgoings Contribution as reviewed;

“**OC**” = the annual Outgoings Contribution payable immediately before the relevant Outgoings Review Date; and

“**EC**” = the estimated cost of the Outgoings for the year commencing on the relevant Outgoings Review Date.

- (c) The Lessor may not earlier than three (3) months before an Outgoings Review Date give the Lessee a notice setting out the amount of the reviewed Outgoings Contribution which shall be payable from the Outgoings Review Date (“Outgoings Review Notice”), except that the failure of the Lessor to give such a notice before the Outgoings Review Date does not preclude the Lessor from giving such a notice in respect of that Outgoings Review Date at any later time.

7.2 Rates and Taxes

- (a) The Lessee must pay to the Lessor , when due, all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Leased Premises.
- (b) Except in the case of manifest error, a statement issued by the Lessor under clause 8.2(b) will be prima facie evidence of the matters stated in that statement.
- (c) If the year or other period in respect of which any particular Rates and Taxes is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7.3 Services separately assessed

The Lessee must pay to the Lessor or, if demand is made by a service provider, or other Relevant Authority, to that Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

7.4 Bulk supplies of Services

- (a) If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or other Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or other Relevant Authority.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) on the Lessor's request, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) on the Lessor's request, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;

- (ii) loss of or damage to the Premises or personal property of the Lessee; and
- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any accessories) in good repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:

- (a) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
- (b) to undertake any structural maintenance, replacement or repair,

except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents (including its use of the Premises).

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and

(d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Cleaning

The Lessor is responsible for vacuuming of floors and emptying office rubbish bins. The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply will all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12. Use

12.1 Restrictions on use

12.2 Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose;
or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

12.3 No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

12.4 No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

12.5 No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

12.6 No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.7 No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

12.8 No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

12.9 Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

12.10 Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988, Health (Food and Pet Meat) Repeal Regulations 2009, Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

12.11 Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

12.12 No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.13 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.14 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.15 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.16 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

- (1) The Lessee must not without prior written consent:

- (a) from the Lessor;
 - (i) from any other person from whom consent is required under this Lease; or
 - (ii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 13.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) (i) at all reasonable times;
- (ii) with or without workmen and others; and
- (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the business conducted at the Premises is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and

- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly Lessee of the Lessor at a rent equivalent to one hundred and twenty percent of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly Lessee.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises

and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

26. Prior notice of proposal to change rules

If applicable, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 12** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or
- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **Item 11** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **Item 11**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

38. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

(a) Land

Lot 107 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 114.

(b) Premises

The part of the Land and Building, being approximately 181.44 square metres which for identification purposes is depicted in **Annexure 1** (Exclusive Areas) including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

3 years commencing on 8 July 2019 and expiring on 7 July 2022.

Item 3 Further Term

3 years commencing on 8 July 2022 and expiring on 7 July 2025.

Item 4 Commencement Date

8 July 2019.

Item 5 Rent

\$25,350 per annum plus GST payable in advance by equal monthly instalments of \$2112.50.

Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
8 July 2020	CPI Rent Review
8 July 2021	CPI Rent Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
8 July 2022	Market Rent Review
8 July 2023	CPI Rent Review
8 July 2024	CPI Rent Review

Item 7 Outgoings Contributions

From the Commencement Date until the 1st Outgoings Review Date, the Outgoings Contribution are \$9,792.64 per annum plus GST payable in advance by equal monthly instalments of \$816.05 with the first payment due on the Commencement Date.

Item 8 Permitted purpose

Office purposes and uses reasonably ancillary thereto.

Item 9 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 11 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: city.legal@kwinana.wa.gov.au

Lessee

Bridging the Gap Inc.
Address: PO Box 221, Kwinana, WA 6966
Email: finance@bridgingthegap.org.au

Item 12 Additional terms and covenants

12.1 Liquor licence

The Lessee agrees that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.

- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

12.2 Minimise nuisance to neighbours

- (a) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (b) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

12.3 Use of Premises in Emergency

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Lessor may require the use of the whole or part of the Premises for that purpose and the Lessee agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Lessor enters into possession of the whole or part of the Premises, the Lessor agrees to suspend payment of the Rent and Outgoings charges (or part thereof dependent on whether the Lessor requires use of the whole or only a part of the Premises) for the duration of the emergency.

12.4 Lessor's Fixtures

- (a) 2 x Workstations (1800mm x 1800mm x 720mm);
- (b) 5 x Workstations (2100mm x 800mm x 720mm);
- (c) 4 x Workstations (3000mm x 800mm x 720mm);
- (d) 7 x task chairs;
- (e) 10 x visitor chairs;
- (f) 22 x training chairs;
- (g) 4 x waiting chairs;
- (h) 7 x pedestals;
- (i) 3 x folding tables;
- (j) 2 x round tables;

- (k) 19 x Computers (107 x HP Elite 8300 Small Form Factor 3rd Gen Intel I5-3470 Processor, 4 GB RAM, 250GB hard-drive, Windows 7); and
- (l) 7 x Desktop printers (Kyocera FS-2100DN/ Kyocera FS-1370DN).

Including any new fixtures or fittings that are provided at the cost of the Lessor upon request of the Lessee for the duration of the Lease.

12.5 After-hours access to the Leased Premises

- (a) Should the Lessee access the Leased Premises outside the Normal Hours, the Lessee shall be responsible for the security of the Building for the time any Authorised Person is inside the Building.
- (b) The Lessee must not permit any third party to have access to the keys, access cards or other security devices for the Leased Premises or the Building.
- (c) The Lessee shall pay to the Lessor on demand on a full indemnity basis any amounts payable by the Lessor arising from the Lessee's improper use of the keys, access cards or other security devices for the Leased Premises or the Building.

12.6 Damage to Lessor's Fixtures

- (a) The Lessee acknowledges and agrees that the Lessor's Fixtures do not include any software. All software must be supplied by the Lessee at the Lessee's cost.
- (b) The Lessee agrees to (at the Lessee's cost):
 - (i) maintain the Lessor's Fixtures in a good condition and where necessary, repair or replace any of the Lessor's Fixtures to the satisfaction of the Lessor, except in respect of fair wear and tear;
 - (ii) return to the Lessor any of the Lessor's Fixtures which have been damaged and cannot be repaired; and
 - (iii) provide the Lessor with written notice of any Lessor's Fixtures which are replaced by the Lessee at the Lessee's cost; and
 - (iv) leave all Lessor's Fixtures which have not been replaced in the Leased Premises at the expiration of the Term (or the Further Term as the case may be).
- (c) For the avoidance of doubt, any Lessor's Fixture which has been replaced by the Lessee at the Lessee's cost will vest in the Lessor unless the Lessor or Lessee provides otherwise in writing to the Lessor.

12.7 Termination

- (a) Notwithstanding any other clause in this Lease, the parties agree that the Lessor may (in its absolute discretion) permit the Lessee to terminate the Lease upon the Lessee giving the Lessor ninety (90) days prior written notice.

- (b) The Lessor will not unreasonably withhold consent if the Lessee satisfies the Lessor that:
 - (i) the funding the Lessee receives from a Relevant Authority has ceased; and
 - (ii) it is no longer financially viable for the Lessee to continue operating from the Leased Premises.
- (c) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

DRAFT

Signing page

EXECUTED [add day and month] 2019

THE COMMON SEAL of CITY OF KWINANA is affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

EXECUTED as a DEED by BRIDGING THE GAP INC in the presence of each of the undersigned each of whom hereby declares by the execution of this deed that he or she holds the office in the Lessee organisation indicated under his or her name-

Board Member Sign

Board Member Sign

Name:

Name:

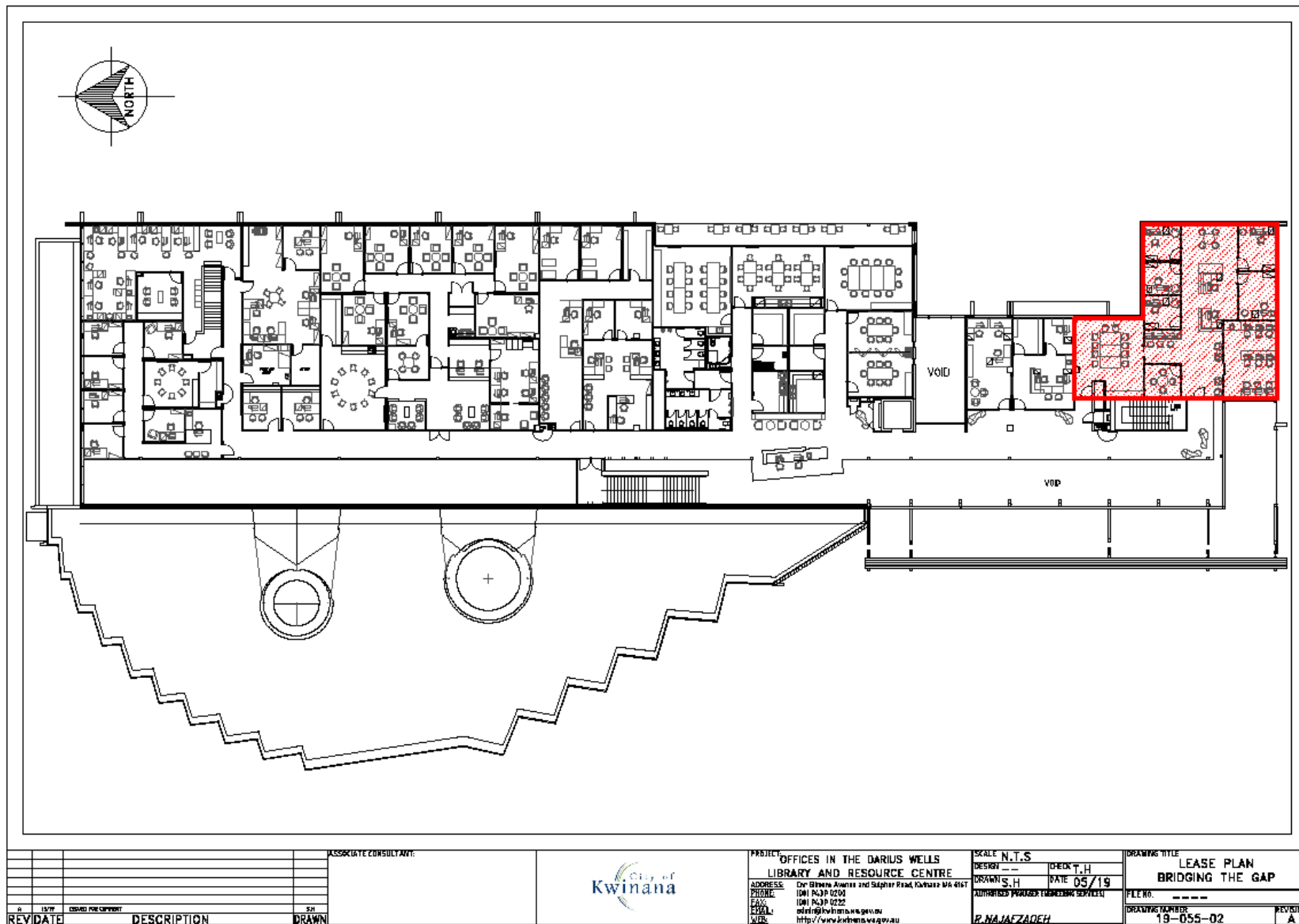
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>CHANGED BY/COMMENT</th> <th>DESCRIPTION</th> <th>SH</th> <th>DRAWN</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REV	DATE	CHANGED BY/COMMENT	DESCRIPTION	SH	DRAWN							ASSOCIATE CONSULTANT: 	PROJECT: OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE ADDRESS: 101 Oldens Avenue and Saphire Road, Kwinana WA 6150 PHONE: (08) 9438 0200 FAX: (08) 9438 0222 EMAIL: edwin@cityofkwinana.wa.gov.au WEB: http://www.kwinana.wa.gov.au	SCALE: N.T.S. DESIGN: -- CHECK: T.H. DRAWN: S.H. DATE: 05/19 AUTHORIZED PRAXIS (LIBRARIAN SERVICES) R.NAJAEZADEH	DRAWING TITLE: LEASE PLAN BRIDGING THE GAP FILE NO.: --- DRAWING NUMBER: 19-055-02 REVISED: A
REV	DATE	CHANGED BY/COMMENT	DESCRIPTION	SH	DRAWN												

Lease

Office in the Darius Wells Library & Resource Centre Part Lot 107 on Deposited Plan 70670

City of Kwinana (ABN 13 890 27 321)

Citizens Advice Bureau of Western Australia Inc
(ABN 60 748 943 170)

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(Lessor)

Citizens Advice Bureau of Western Australia Inc.

of Level 1, 25 Barrack Street, Perth, Western Australia 6000
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

DRAFT

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in **clause 13.2**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated, being known as the Kwinana Technology Business Centre and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial Lease-able repair and in clean, good working order and condition;

GST has the meaning that it bears in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and
- (b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Normal Hours mean the hours between 7am and 9pm;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Outgoings has the meaning set out in **clause 5.2** in this Lease;

Outgoings Contribution means the contribution set out in **Item 7** of the Schedule;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means use of the Leased Premises as specified in **Item 8** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rates and Taxes means:

- (a) Local Government rates and charges including, all local government rates, levies, charges and service fees and rubbish service rates, charges, levies and fees;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including meter rents, charges for the disposal of storm water and excess water charges,
- (d) levied, charged, assessed or imposed together with any related stamp or transaction duties, and any interest, penalties, fines and expenses in connection with them but excluding any income tax, capital gains tax and GST;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means the date that rent and outgoings are reviewed and specified at **Item 6** of the Schedule to this Lease;

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

- (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and

- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Outgoings and Services

7.1 Outgoings

- (a) The Lessee must pay to the Lessor the Outgoings Contribution with the first payment due on the Commencement Date.
- (b) With effect from each Rent Review Date, the Outgoings Contribution shall be reviewed in accordance with the following formula:

$$\text{ROC} = \text{OC} \times \text{EC} / \text{OC}$$

Where:

“**ROC**” = the annual Outgoings Contribution as reviewed;

“**OC**” = the annual Outgoings Contribution payable immediately before the relevant Outgoings Review Date; and

“**EC**” = the estimated cost of the Outgoings for the year commencing on the relevant Outgoings Review Date.

- (c) The Lessor may not earlier than three (3) months before an Outgoings Review Date give the Lessee a notice setting out the amount of the reviewed Outgoings Contribution which shall be payable from the Outgoings Review Date (“Outgoings Review Notice”), except that the failure of the Lessor to give such a notice before the Outgoings Review Date does not preclude the Lessor from giving such a notice in respect of that Outgoings Review Date at any later time.

7.2 Rates and Taxes

- (a) The Lessee must pay to the Lessor , when due, all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Leased Premises.
- (b) Except in the case of manifest error, a statement issued by the Lessor under clause 8.2(b) will be prima facie evidence of the matters stated in that statement.
- (c) If the year or other period in respect of which any particular Rates and Taxes is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7.3 Services separately assessed

The Lessee must pay to the Lessor or, if demand is made by a service provider, or other Relevant Authority, to that Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

7.4 Bulk supplies of Services

- (a) If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or other Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or other Relevant Authority.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) on the Lessor's request, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) on the Lessor's request, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;

- (ii) loss of or damage to the Premises or personal property of the Lessee; and
- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any accessories) in good repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:

- (a) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
- (b) to undertake any structural maintenance, replacement or repair,

except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents (including its use of the Premises).

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and

(d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Cleaning

The Lessor is responsible for vacuuming of floors and emptying office rubbish bins. The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12. Use

12.1 Restrictions on use

12.2 Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose;
or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

12.3 No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

12.4 No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

12.5 No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

12.6 No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.7 No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

12.8 No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

12.9 Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

12.10 Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988, Health (Food and Pet Meat) Repeal Regulations 2009, Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

12.11 Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

12.12 No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.13 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.14 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.15 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.16 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

- (1) The Lessee must not without prior written consent:

- (a) from the Lessor;
 - (i) from any other person from whom consent is required under this Lease; or
 - (ii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 13.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) (i) at all reasonable times;
- (ii) with or without workmen and others; and
- (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the business conducted at the Premises is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and

- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly Lessee of the Lessor at a rent equivalent to one hundred and twenty percent of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly Lessee.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises

and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

26. Prior notice of proposal to change rules

If applicable, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 12** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or
- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **Item 11** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **Item 11**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

38. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

(a) Land

Lot 107 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 114.

(b) Premises

The part of the Land and Building, being approximately 63.8 square metres which for identification purposes is depicted in **Annexure 1** (Exclusive Areas) including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

3 years commencing on 1 July 2019 and expiring on 30 June 2022.

Item 3 Further Term

3 years commencing on 1 July 2022 and expiring on 30 June 2025.

Item 4 Commencement Date

1 June 2019.

Item 5 Rent

\$9,100 per annum plus GST payable in advance by equal monthly instalments of \$758.33.

Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
1 July 2020	CPI Rent Review
1 July 2021	CPI Rent Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
1 July 2022	Market Rent Review
1 July 2023	CPI Rent Review
1 July 2024	CPI Rent Review

Item 7 Outgoings Contributions

From the Commencement Date until the 1st Outgoings Review Date, the Outgoings Contribution are \$3,443.41 per annum plus GST payable in advance by equal monthly instalments of \$286.95 with the first payment due on the Commencement Date.

Item 8 Permitted purpose

Office purposes and uses reasonably ancillary thereto.

Item 9 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 11 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: city.legal@kwinana.wa.gov.au

Lessee

Citizens Advice Bureau of Western Australia Inc.
Address: Level 1, 25 Barrack Street, Perth WA 6000
Email: ceo@cabwa.com.au

Item 12 Additional terms and covenants

12.1 Liquor licence

The Lessee agrees that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.

- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

12.2 Minimise nuisance to neighbours

- (a) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (b) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

12.3 Use of Premises in Emergency

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Lessor may require the use of the whole or part of the Premises for that purpose and the Lessee agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Lessor enters into possession of the whole or part of the Premises, the Lessor agrees to suspend payment of the Rent and Outgoings charges (or part thereof dependent on whether the Lessor requires use of the whole or only a part of the Premises) for the duration of the emergency.

12.4 Lessor's Fixtures

- (a) 4 x work stations;
- (b) 6 x task chairs
- (c) 6 x visitor chairs;
- (d) 3 x waiting chairs;
- (e) 4 x pedestal;
- (f) 6 x HP Elite 8300 Small Form Factor PC & Monitor; and
- (g) 1 x Kyocera FS-C2626MFP.

Including any new fixtures or fittings that are provided at the cost of the Lessor upon request of the Lessee for the duration of the Lease.

12.5 After-hours access to the Leased Premises

- (a) Should the Lessee access the Leased Premises outside the Normal Hours, the Lessee shall be responsible for the security of the Building for the time any Authorised Person is inside the Building.
- (b) The Lessee must not permit any third party to have access to the keys, access cards or other security devices for the Leased Premises or the Building.
- (c) The Lessee shall pay to the Lessor on demand on a full indemnity basis any amounts payable by the Lessor arising from the Lessee's improper use of the keys, access cards or other security devices for the Leased Premises or the Building.

12.6 Damage to Lessor's Fixtures

- (a) The Lessee acknowledges and agrees that the Lessor's Fixtures do not include any software. All software must be supplied by the Lessee at the Lessee's cost.
- (b) The Lessee agrees to (at the Lessee's cost):
 - (i) maintain the Lessor's Fixtures in a good condition and where necessary, repair or replace any of the Lessor's Fixtures to the satisfaction of the Lessor, except in respect of fair wear and tear;
 - (ii) return to the Lessor any of the Lessor's Fixtures which have been damaged and cannot be repaired; and
 - (iii) provide the Lessor with written notice of any Lessor's Fixtures which are replaced by the Lessee at the Lessee's cost; and
 - (iv) leave all Lessor's Fixtures which have not been replaced in the Leased Premises at the expiration of the Term (or the Further Term as the case may be).
- (c) For the avoidance of doubt, any Lessor's Fixture which has been replaced by the Lessee at the Lessee's cost will vest in the Lessor unless the Lessor or Lessee provides otherwise in writing to the Lessor.

12.7 Termination

- (a) Notwithstanding any other clause in this Lease, the parties agree that the Lessor may (in its absolute discretion) permit the Lessee to terminate the Lease upon the Lessee giving the Lessor ninety (90) days prior written notice.
- (b) The Lessor will not unreasonably withhold consent if the Lessee satisfies the Lessor that:
 - (i) the funding the Lessee receives from a Relevant Authority has ceased; and
 - (ii) it is no longer financially viable for the Lessee to continue operating from the Leased Premises.

- (c) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

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Signing page

EXECUTED [add day and month]

2019

THE COMMON SEAL of **CITY OF KWINANA** is affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of the **CITIZENS' ADVICE BUREAU OF WESTERN AUSTRALIA (INC)** was hereunto affixed by authority of the Board of Management and in the presence of:

Seal-Holder Sign

Seal-Holder Sign

Name:

Name:

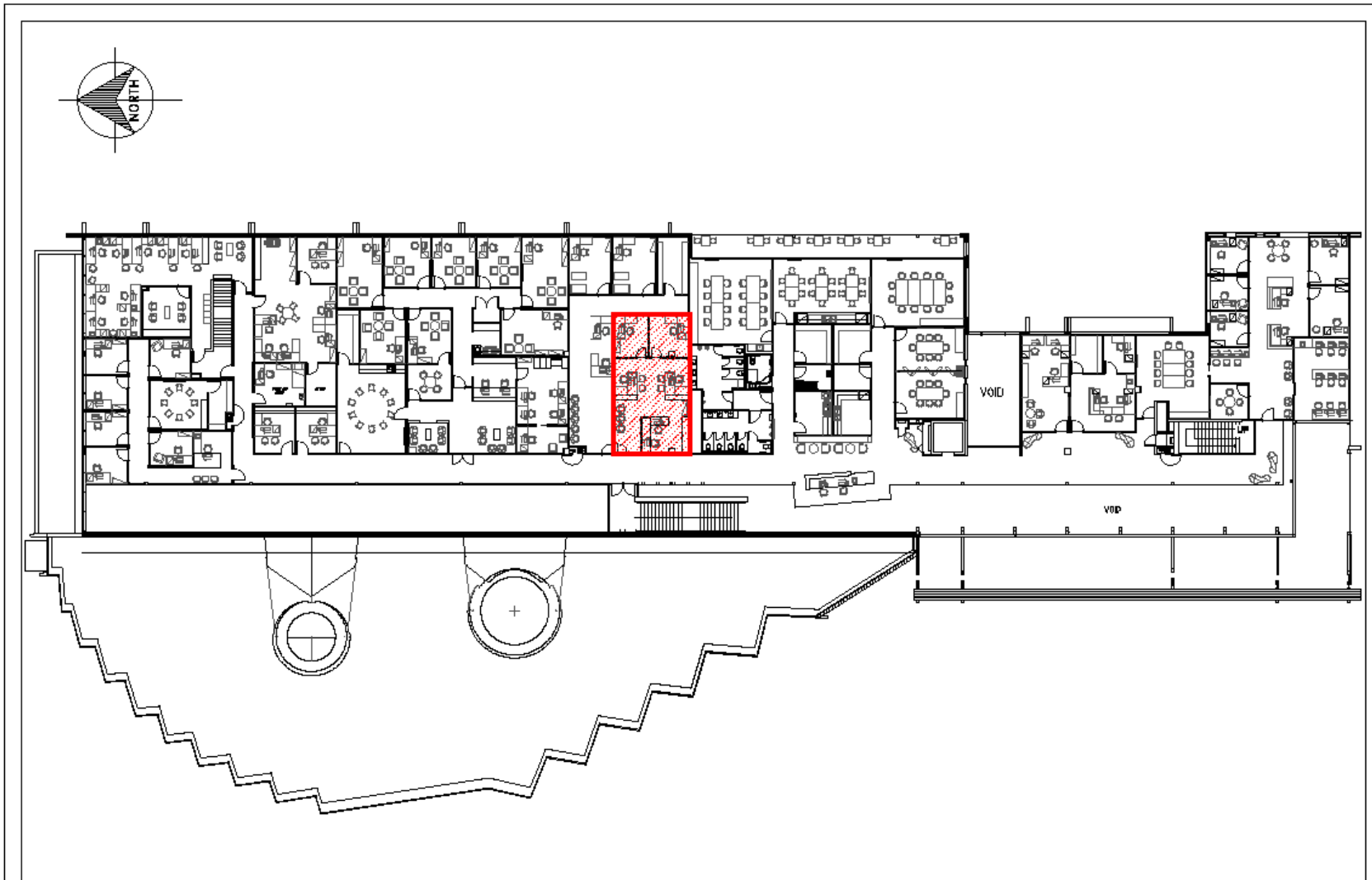
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



		ASSOCIATE CONSULTANT:		PROJECT: OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE ADDRESS: One Biltmore Avenue and Sulphur Road, Kwinana WA 6151 PHONE: (08) 9439 0200 FAX: (08) 9439 0202 EMAIL: adrf@kwinana.wa.gov.au WEB: http://www.kwinana.wa.gov.au	SCALE: N.T.S. DESIGN: --- DRAWN: S.H. AUTHORIZED PARADE ENGINEERING SERVICES	DRAWING TITLE: LEASE PLAN CITIZENS ADVICE BUREAU FILE NO.: --- DRAWING NUMBER: 19-055-03 REVISION: A
RE/DATE	DESCRIPTION	DRAWN		R. NAJAZADEH		

Lease

Office in the Darius Wells Library & Resource Centre Part Lot 107 on Deposited Plan 70670

City of Kwinana (ABN 13 890 27 321)

Kwinana Early Years Services Incorporated
(ABN 35 991 526 755)

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(Lessor)

Kwinana Early Years Services Incorporated

of PO Box 522, Kwinana WA 6966
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

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Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in **clause 13.2**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated, being known as the Kwinana Technology Business Centre and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial Lease-able repair and in clean, good working order and condition;

GST has the meaning that it bears in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and
- (b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Normal Hours mean the hours between 7am and 9pm;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Outgoings has the meaning set out in **clause 5.2** in this Lease;

Outgoings Contribution means the contribution set out in **Item 7** of the Schedule;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means use of the Leased Premises as specified in **Item 8** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rates and Taxes means:

- (a) Local Government rates and charges including, all local government rates, levies, charges and service fees and rubbish service rates, charges, levies and fees;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including meter rents, charges for the disposal of storm water and excess water charges,
- (d) levied, charged, assessed or imposed together with any related stamp or transaction duties, and any interest, penalties, fines and expenses in connection with them but excluding any income tax, capital gains tax and GST;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means the date that rent and outgoings are reviewed and specified at **Item 6** of the Schedule to this Lease;

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

- (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and

- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Outgoings and Services

7.1 Outgoings

- (a) The Lessee must pay to the Lessor the Outgoings Contribution with the first payment due on the Commencement Date.
- (b) With effect from each Rent Review Date, the Outgoings Contribution shall be reviewed in accordance with the following formula:

$$\text{ROC} = \text{OC} \times \text{EC} / \text{OC}$$

Where:

“**ROC**” = the annual Outgoings Contribution as reviewed;

“**OC**” = the annual Outgoings Contribution payable immediately before the relevant Outgoings Review Date; and

“**EC**” = the estimated cost of the Outgoings for the year commencing on the relevant Outgoings Review Date.

- (c) The Lessor may not earlier than three (3) months before an Outgoings Review Date give the Lessee a notice setting out the amount of the reviewed Outgoings Contribution which shall be payable from the Outgoings Review Date (“Outgoings Review Notice”), except that the failure of the Lessor to give such a notice before the Outgoings Review Date does not preclude the Lessor from giving such a notice in respect of that Outgoings Review Date at any later time.

7.2 Rates and Taxes

- (a) The Lessee must pay to the Lessor , when due, all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Leased Premises.
- (b) Except in the case of manifest error, a statement issued by the Lessor under clause 8.2(b) will be prima facie evidence of the matters stated in that statement.
- (c) If the year or other period in respect of which any particular Rates and Taxes is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7.3 Services separately assessed

The Lessee must pay to the Lessor or, if demand is made by a service provider, or other Relevant Authority, to that Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

7.4 Bulk supplies of Services

- (a) If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or other Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or other Relevant Authority.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) on the Lessor's request, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) on the Lessor's request, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;

- (ii) loss of or damage to the Premises or personal property of the Lessee; and
- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any accessories) in good repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:

- (a) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
- (b) to undertake any structural maintenance, replacement or repair,

except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents (including its use of the Premises).

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and

(d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Cleaning

The Lessor is responsible for vacuuming of floors and emptying office rubbish bins. The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply will all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12. Use

12.1 Restrictions on use

12.2 Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose;
or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

12.3 No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

12.4 No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

12.5 No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

12.6 No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.7 No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

12.8 No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

12.9 Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

12.10 Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988, Health (Food and Pet Meat) Repeal Regulations 2009, Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

12.11 Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

12.12 No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.13 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.14 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.15 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.16 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

- (1) The Lessee must not without prior written consent:

- (a) from the Lessor;
 - (i) from any other person from whom consent is required under this Lease; or
 - (ii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 13.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) (i) at all reasonable times;
- (ii) with or without workmen and others; and
- (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the business conducted at the Premises is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and

- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly Lessee of the Lessor at a rent equivalent to one hundred and twenty percent of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly Lessee.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises

and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

26. Prior notice of proposal to change rules

If applicable, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 12** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or
- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **Item 11** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **Item 11**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

38. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

(a) Land

Lot 107 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 114.

(b) Premises

The part of the Land and Building, being approximately 95.84 square metres which for identification purposes is depicted in **Annexure 1** (Exclusive Areas) including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

3 years commencing on 8 July 2019 and expiring on 7 July 2022.

Item 3 Further Term

3 years commencing on 8 July 2022 and expiring on 7 July 2025.

Item 4 Commencement Date

8 July 2019.

Item 5 Rent

\$13,715 per annum plus GST payable in advance by equal monthly instalments of \$1142.92.

Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
8 July 2020	CPI Rent Review
8 July 2021	CPI Rent Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
8 July 2022	Market Rent Review
8 July 2023	CPI Rent Review
8 July 2024	CPI Rent Review

Item 7 Outgoings Contributions

From the Commencement Date until the 1st Outgoings Review Date, the Outgoings Contribution are \$5,172.66 per annum plus GST payable in advance by equal monthly instalments of \$431.06 with the first payment due on the Commencement Date.

Item 8 Permitted purpose

Office purposes and uses reasonably ancillary thereto.

Item 9 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 11 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: city.legal@kwinana.wa.gov.au

Lessee

Kwinana Early Years Services Inc. (ABN 35 991 526 755)
Address: PO Box 522, Kwinana WA 6966
Email: tanya.henn@keyswa.org

Item 12 Additional terms and covenants

12.1 Liquor licence

The Lessee agrees that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.

- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

12.2 Minimise nuisance to neighbours

- (a) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (b) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

12.3 Use of Premises in Emergency

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Lessor may require the use of the whole or part of the Premises for that purpose and the Lessee agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Lessor enters into possession of the whole or part of the Premises, the Lessor agrees to suspend payment of the Rent and Outgoings charges (or part thereof dependent on whether the Lessor requires use of the whole or only a part of the Premises) for the duration of the emergency.

12.4 Lessor's Fixtures

- (a) 2 x two seater lounge;
- (b) 2 x coffee tables;
- (c) 6 x work stations;
- (d) 6 x task chairs;
- (e) 5 x waiting chairs;
- (f) 6 x pedestals;
- (g) 6 x HP Elite 8300 Small Form Factor PC; and
- (h) 1 x Panasonic UB5335 smart board.

Including any new fixtures or fittings that are provided at the cost of the Lessor upon request of the Lessee for the duration of the Lease.

12.5 After-hours access to the Leased Premises

- (a) Should the Lessee access the Leased Premises outside the Normal Hours, the Lessee shall be responsible for the security of the Building for the time any Authorised Person is inside the Building.
- (b) The Lessee must not permit any third party to have access to the keys, access cards or other security devices for the Leased Premises or the Building.
- (c) The Lessee shall pay to the Lessor on demand on a full indemnity basis any amounts payable by the Lessor arising from the Lessee's improper use of the keys, access cards or other security devices for the Leased Premises or the Building.

12.6 Damage to Lessor's Fixtures

- (a) The Lessee acknowledges and agrees that the Lessor's Fixtures do not include any software. All software must be supplied by the Lessee at the Lessee's cost.
- (b) The Lessee agrees to (at the Lessee's cost):
 - (i) maintain the Lessor's Fixtures in a good condition and where necessary, repair or replace any of the Lessor's Fixtures to the satisfaction of the Lessor, except in respect of fair wear and tear;
 - (ii) return to the Lessor any of the Lessor's Fixtures which have been damaged and cannot be repaired; and
 - (iii) provide the Lessor with written notice of any Lessor's Fixtures which are replaced by the Lessee at the Lessee's cost; and
 - (iv) leave all Lessor's Fixtures which have not been replaced in the Leased Premises at the expiration of the Term (or the Further Term as the case may be).
- (c) For the avoidance of doubt, any Lessor's Fixture which has been replaced by the Lessee at the Lessee's cost will vest in the Lessor unless the Lessor or Lessee provides otherwise in writing to the Lessor.

12.7 Termination

- (a) Notwithstanding any other clause in this Lease, the parties agree that the Lessor may (in its absolute discretion) permit the Lessee to terminate the Lease upon the Lessee giving the Lessor ninety (90) days prior written notice.
- (b) The Lessor will not unreasonably withhold consent if the Lessee satisfies the Lessor that:
 - (i) the funding the Lessee receives from a Relevant Authority has ceased; and
 - (ii) it is no longer financially viable for the Lessee to continue operating from the Leased Premises.

- (c) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

DRAFT

Signing page

EXECUTED [add day and month] 2019

THE COMMON SEAL of **CITY OF KWINANA** is affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of **KWINANA EARLY YEARS SERVICES INC** was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

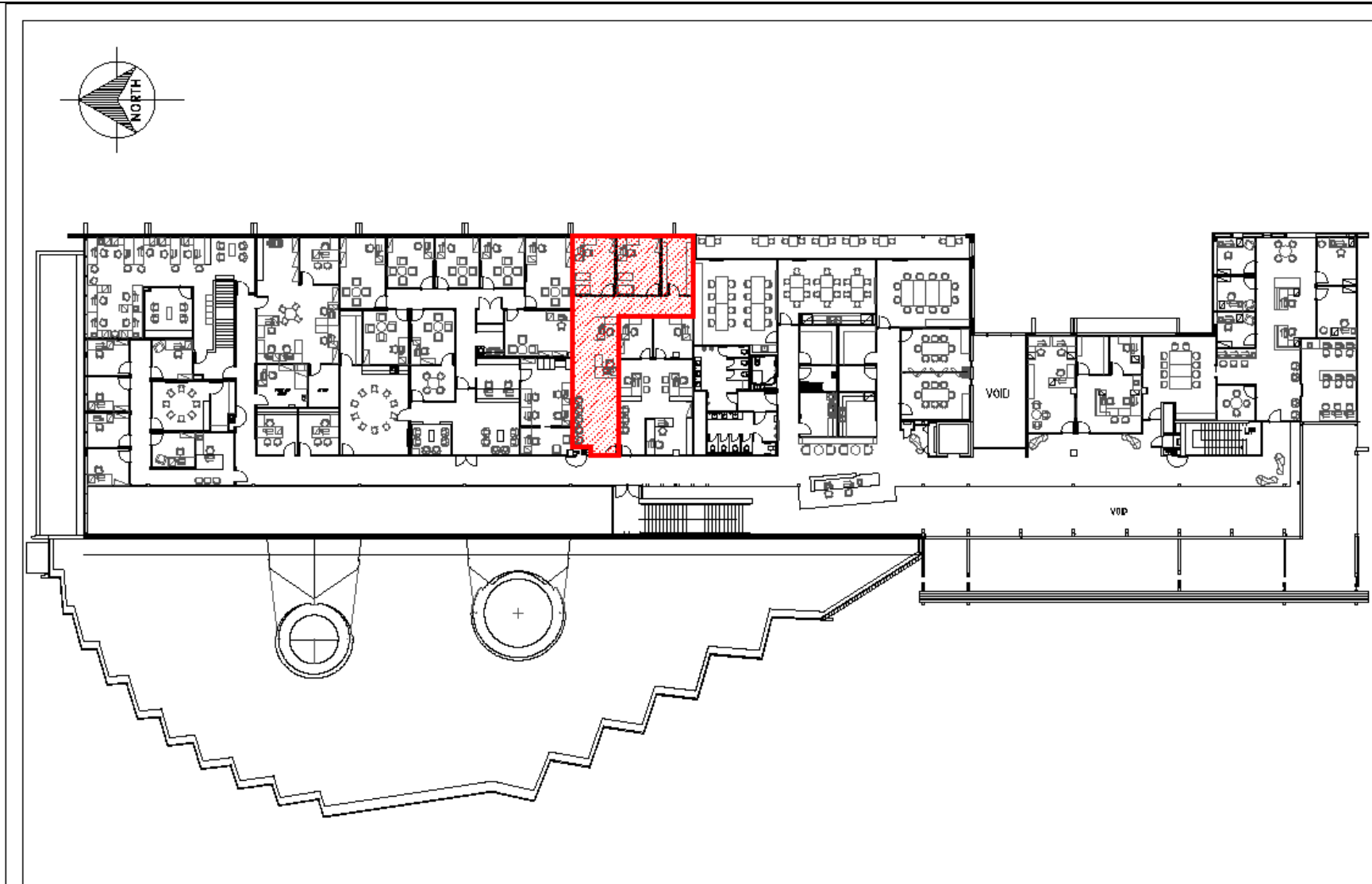
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



REV	DATE	CHANGED FOR	DESCRIPTION	DRAWN

ASSOCIATE CONSULTANT:



PROJECT: OFFICES IN THE DARIUS WELLS
LIBRARY AND RESOURCE CENTRE
ADDRESS: 2nd Stephens Avenue and Saffier Road, Kwinana WA 6167
PHONE: (08) 9439 0200
FAX: (08) 9439 0252
EMAIL: admin@kwinana.wa.gov.au
WEB: <http://www.kwinana.wa.gov.au>

SCALE: N.T.S.
DESIGN: -- CHECK: T.H.
DRAWN: S.H. DATE: 05/19
AUTHORISED PROVIDER LIBRARY SERVICES
R. NAJAFZADEH

DRAWING TITLE: LEASE PLAN
KWINANA EARLY YEARS
FILE NO.: ----
DRAWING NUMBER: 19-055-05
REVISION: A

Lease

Office in the Darius Wells Library & Resource Centre Part Lot 107 on Deposited Plan 70670

City of Kwinana (ABN 13 890 27 321)

Ngala Community Services (ABN 35 129 500 223)

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(Lessor)

Ngala Community Services

of 7a DeLaeter Way, Bentley WA 6102
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

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Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in **clause 13.2**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated, being known as the Kwinana Technology Business Centre and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial Lease-able repair and in clean, good working order and condition;

GST has the meaning that it bears in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and
- (b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Normal Hours mean the hours between 7am and 9pm;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Outgoings has the meaning set out in **clause 5.2** in this Lease;

Outgoings Contribution means the contribution set out in **Item 7** of the Schedule;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means use of the Leased Premises as specified in **Item 8** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rates and Taxes means:

- (a) Local Government rates and charges including, all local government rates, levies, charges and service fees and rubbish service rates, charges, levies and fees;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including meter rents, charges for the disposal of storm water and excess water charges,
- (d) levied, charged, assessed or imposed together with any related stamp or transaction duties, and any interest, penalties, fines and expenses in connection with them but excluding any income tax, capital gains tax and GST;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means the date that rent and outgoings are reviewed and specified at **Item 6** of the Schedule to this Lease;

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

- (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and

- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Outgoings and Services

7.1 Outgoings

- (a) The Lessee must pay to the Lessor the Outgoings Contribution with the first payment due on the Commencement Date.
- (b) With effect from each Rent Review Date, the Outgoings Contribution shall be reviewed in accordance with the following formula:

$$\text{ROC} = \text{OC} \times \text{EC} / \text{OC}$$

Where:

“**ROC**” = the annual Outgoings Contribution as reviewed;

“**OC**” = the annual Outgoings Contribution payable immediately before the relevant Outgoings Review Date; and

“**EC**” = the estimated cost of the Outgoings for the year commencing on the relevant Outgoings Review Date.

- (c) The Lessor may not earlier than three (3) months before an Outgoings Review Date give the Lessee a notice setting out the amount of the reviewed Outgoings Contribution which shall be payable from the Outgoings Review Date (“Outgoings Review Notice”), except that the failure of the Lessor to give such a notice before the Outgoings Review Date does not preclude the Lessor from giving such a notice in respect of that Outgoings Review Date at any later time.

7.2 Rates and Taxes

- (a) The Lessee must pay to the Lessor , when due, all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Leased Premises.
- (b) Except in the case of manifest error, a statement issued by the Lessor under clause 8.2(b) will be prima facie evidence of the matters stated in that statement.
- (c) If the year or other period in respect of which any particular Rates and Taxes is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7.3 Services separately assessed

The Lessee must pay to the Lessor or, if demand is made by a service provider, or other Relevant Authority, to that Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

7.4 Bulk supplies of Services

- (a) If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or other Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or other Relevant Authority.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) on the Lessor's request, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) on the Lessor's request, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;

- (ii) loss of or damage to the Premises or personal property of the Lessee; and
- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any accessories) in good repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:

- (a) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
- (b) to undertake any structural maintenance, replacement or repair,

except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents (including its use of the Premises).

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and

(d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Cleaning

The Lessor is responsible for vacuuming of floors and emptying office rubbish bins. The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply will all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12. Use

12.1 Restrictions on use

12.2 Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose;
or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

12.3 No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

12.4 No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

12.5 No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

12.6 No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.7 No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

12.8 No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

12.9 Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

12.10 Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988, Health (Food and Pet Meat) Repeal Regulations 2009, Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

12.11 Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

12.12 No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.13 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.14 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.15 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.16 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

- (1) The Lessee must not without prior written consent:

- (a) from the Lessor;
 - (i) from any other person from whom consent is required under this Lease; or
 - (ii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 13.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) (i) at all reasonable times;
- (ii) with or without workmen and others; and
- (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the business conducted at the Premises is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and

- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly Lessee of the Lessor at a rent equivalent to one hundred and twenty percent of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly Lessee.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises

and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
 - (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

26. Prior notice of proposal to change rules

If applicable, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 12** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or
- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **Item 11** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **Item 11**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

38. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule 1 Schedule

Item 1 Land and Premises

(a) Land

Lot 107 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 114.

(b) Premises

The part of the Land and Building, being approximately 28.88 square metres which for identification purposes is depicted in **Annexure 1** (Exclusive Areas) including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

3 years commencing on 24 June 2019 and expiring on 23 June 2022

Item 3 Further Term

3 years commencing on 24 June 2022 and expiring on 23 June 2025

Item 4 Commencement Date

24 June 2019

Item 5 Rent

\$4,485 per annum plus GST payable in advance by equal monthly instalments of \$373.75.

Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
24 June 2020	CPI Rent Review
24 June 2021	CPI Rent Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
24 June 2022	Market Rent Review
24 June 2023	CPI Rent Review
24 June 2024	CPI Rent Review

Item 7 Outgoings Contributions

From the Commencement Date until the 1st Outgoings Review Date, the Outgoings Contribution are \$1558.70 per annum plus GST payable in advance by equal monthly instalments of \$129.89 with the first payment due on the Commencement Date.

Item 8 Permitted purpose

Office purposes and uses reasonably ancillary thereto.

Item 9 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 11 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: city.legal@kwinana.wa.gov.au

Lessee

Ngala Community Services (ABN 35 129 500 223)
Address: 7a DeLaeter Way, Bentley WA 6102
Email: accounts@ngala.com.au

Item 12 Additional terms and covenants

12.1 Liquor licence

The Lessee agrees that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.

- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

12.2 Minimise nuisance to neighbours

- (a) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (b) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

12.3 Use of Premises in Emergency

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Lessor may require the use of the whole or part of the Premises for that purpose and the Lessee agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Lessor enters into possession of the whole or part of the Premises, the Lessor agrees to suspend payment of the Rent and Outgoings charges (or part thereof dependent on whether the Lessor requires use of the whole or only a part of the Premises) for the duration of the emergency.

12.4 Lessor's Fixtures

- (a) 3 x workstation;
- (b) 3 x task chairs;
- (c) 3 x waiting chairs;
- (d) 1 x round tables;
- (e) 3 x pedestal
- (f) 3 x HP Elite 8300 Small Form Factor PC & Monitor;
- (g) 1 x Kyocera FS-2100DN; and
- (h) 1 x Kyocera FS-C2626MFP.

Including any new fixtures or fittings that are provided at the cost of the Landlord upon request of the tenant for the duration of the Lease.

12.5 After-hours access to the Leased Premises

- (a) Should the Lessee access the Leased Premises outside the Normal Hours, the Lessee shall be responsible for the security of the Building for the time any Authorised Person is inside the Building.
- (b) The Lessee must not permit any third party to have access to the keys, access cards or other security devices for the Leased Premises or the Building.
- (c) The Lessee shall pay to the Lessor on demand on a full indemnity basis any amounts payable by the Lessor arising from the Lessee's improper use of the keys, access cards or other security devices for the Leased Premises or the Building.

12.6 Damage to Lessor's Fixtures

- (a) The Lessee acknowledges and agrees that the Lessor's Fixtures do not include any software. All software must be supplied by the Lessee at the Lessee's cost.
- (b) The Lessee agrees to (at the Lessee's cost):
 - (i) maintain the Lessor's Fixtures in a good condition and where necessary, repair or replace any of the Lessor's Fixtures to the satisfaction of the Lessor, except in respect of fair wear and tear;
 - (ii) return to the Lessor any of the Lessor's Fixtures which have been damaged and cannot be repaired; and
 - (iii) provide the Lessor with written notice of any Lessor's Fixtures which are replaced by the Lessee at the Lessee's cost; and
 - (iv) leave all Lessor's Fixtures which have not been replaced in the Leased Premises at the expiration of the Term (or the Further Term as the case may be).
- (c) For the avoidance of doubt, any Lessor's Fixture which has been replaced by the Lessee at the Lessee's cost will vest in the Lessor unless the Lessor or Lessee provides otherwise in writing to the Lessor.

12.7 Termination

- (a) Notwithstanding any other clause in this Lease, the parties agree that the Lessor may (in its absolute discretion) permit the Lessee to terminate the Lease upon the Lessee giving the Lessor ninety (90) days prior written notice.
- (b) The Lessor will not unreasonably withhold consent if the Lessee satisfies the Lessor that:
 - (i) the funding the Lessee receives from a Relevant Authority has ceased; and
 - (ii) it is no longer financially viable for the Lessee to continue operating from the Leased Premises.

- (c) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

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Signing page

EXECUTED [add day and month] 2019

THE COMMON SEAL of **CITY OF KWINANA** is affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of **NGALA COMMUNITY SERVICES** was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

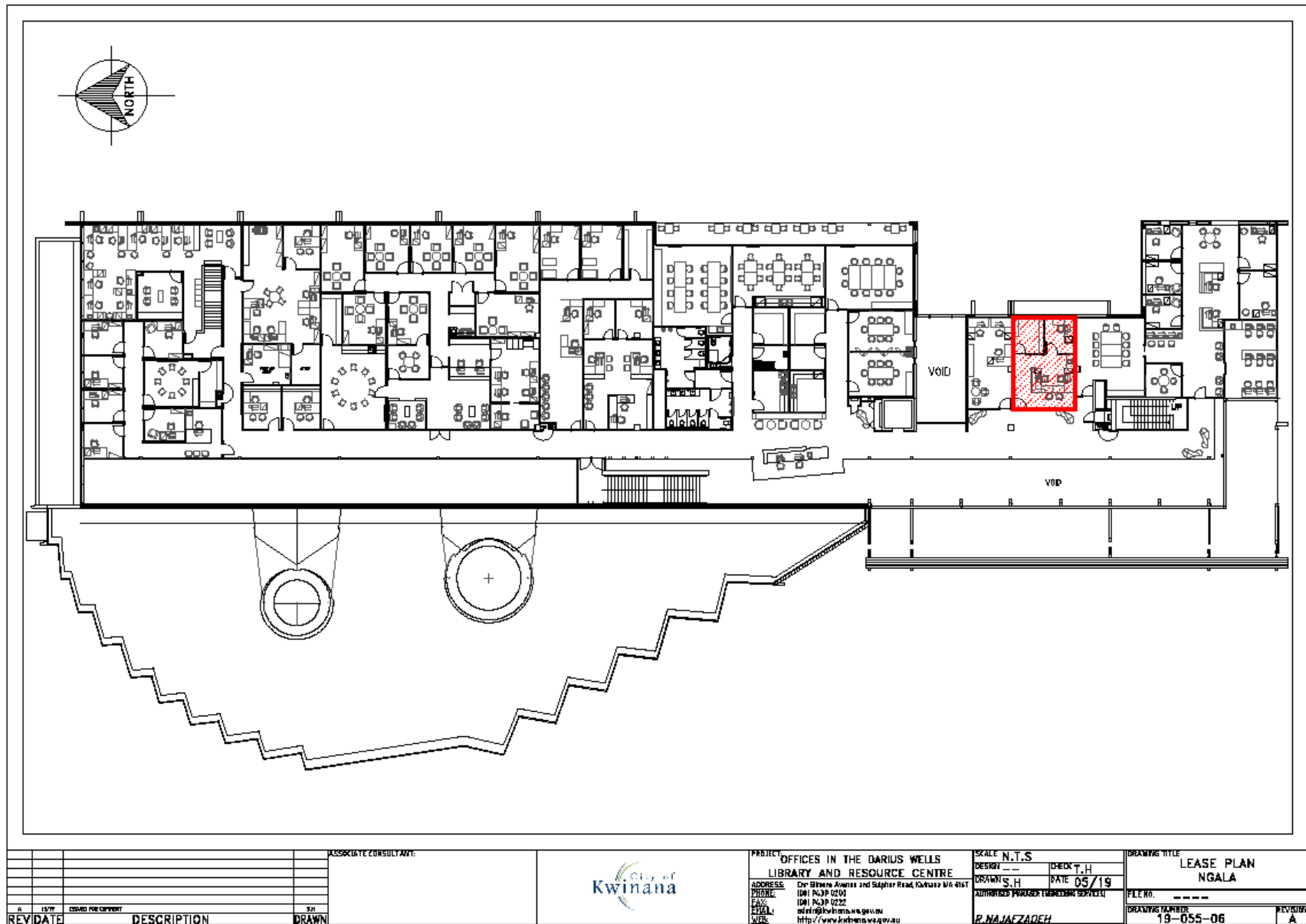
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



Lease

Office in the Darius Wells Library & Resource Centre Part Lot 107 on Deposited Plan 70670

City of Kwinana (ABN 13 890 27 321)

Relationships Australia Western Australia Inc.
(ABN 32 105 234 326)

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(Lessor)

Relationships Australia Western Australia Inc.

of 16 Railway Parade, West Leederville, Western Australia 6007
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

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Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Alterations means any of the acts referred to in **clause 13.2**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated, being known as the Kwinana Technology Business Centre and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial Lease-able repair and in clean, good working order and condition;

GST has the meaning that it bears in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and
- (b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Normal Hours mean the hours between 7am and 9pm;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Outgoings has the meaning set out in **clause 5.2** in this Lease;

Outgoings Contribution means the contribution set out in **Item 7** of the Schedule;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means use of the Leased Premises as specified in **Item 8** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rates and Taxes means:

- (a) Local Government rates and charges including, all local government rates, levies, charges and service fees and rubbish service rates, charges, levies and fees;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including meter rents, charges for the disposal of storm water and excess water charges,
- (d) levied, charged, assessed or imposed together with any related stamp or transaction duties, and any interest, penalties, fines and expenses in connection with them but excluding any income tax, capital gains tax and GST;

Rent means the rent specified in **Item 5** of the Schedule;

Rent Review Date means the date that rent and outgoings are reviewed and specified at **Item 6** of the Schedule to this Lease;

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over;

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

- (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) To pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and

- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.

- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor’s right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Outgoings and Services

7.1 Outgoings

- (a) The Lessee must pay to the Lessor the Outgoings Contribution with the first payment due on the Commencement Date.
- (b) With effect from each Rent Review Date, the Outgoings Contribution shall be reviewed in accordance with the following formula:

$$\mathbf{ROC = OC \times EC / OC}$$

Where:

“**ROC**” = the annual Outgoings Contribution as reviewed;

“**OC**” = the annual Outgoings Contribution payable immediately before the relevant Outgoings Review Date; and

“**EC**” = the estimated cost of the Outgoings for the year commencing on the relevant Outgoings Review Date.

- (c) The Lessor may not earlier than three (3) months before an Outgoings Review Date give the Lessee a notice setting out the amount of the reviewed Outgoings Contribution which shall be payable from the Outgoings Review Date (“Outgoings Review Notice”), except that the failure of the Lessor to give such a notice before the Outgoings Review Date does not preclude the Lessor from giving such a notice in respect of that Outgoings Review Date at any later time.

7.2 Rates and Taxes

- (a) The Lessee must pay to the Lessor, when due, all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Leased Premises.
- (b) Except in the case of manifest error, a statement issued by the Lessor under clause 8.2(b) will be prima facie evidence of the matters stated in that statement.
- (c) If the year or other period in respect of which any particular Rates and Taxes is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7.3 Services separately assessed

The Lessee must pay to the Lessor or, if demand is made by a service provider, or other Relevant Authority, to that Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

7.4 Bulk supplies of Services

- (a) If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or other Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or other Relevant Authority.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises.

8. Insurance

8.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;

- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) on the Lessor's request, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) on the Lessor's request, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

8.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

8.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or

- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

8.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

8.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and

- (c) the death of, or injury suffered by, any person, caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

9.5 Release

- (1) The Lessee:
 - (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and

- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any accessories) in good repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:

- (a) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
- (b) to undertake any structural maintenance, replacement or repair,

except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents (including its use of the Premises).

- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

11.2 Cleaning

The Lessor is responsible for vacuuming of floors and emptying office rubbish bins. The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

11.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

11.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.6 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12. Use

12.1 Restrictions on use

12.2 Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

12.3 No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

12.4 No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

12.5 No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

12.6 No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.7 No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

12.8 No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

12.9 Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

12.10 Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988, Health (Food and Pet Meat) Repeal Regulations 2009, Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

12.11 Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

12.12 No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

12.13 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.14 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.15 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.16 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

(1) The Lessee must not without prior written consent:

- (a) from the Lessor;
- (i) from any other person from whom consent is required under this Lease; or

- (ii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 13.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) (i) at all reasonable times;

- (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
- (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the business conducted at the Premises is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and

- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a Lessee from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 17.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or

- (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly Lessee of the Lessor at a rent equivalent to one hundred and twenty percent of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly Lessee.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

23.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

24.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

24.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

24.4 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and

(c) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or Sub-letting proceeds.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

26. Prior notice of proposal to change rules

If applicable, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;

- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 12** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

33. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

34. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

35. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

36. Notice

36.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or

- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

36.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **Item 11** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **Item 11**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

37. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

38. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

39. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

40. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

41. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

42. Waiver

42.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

42.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

DRAFT

Schedule

Item 1 Land and Premises

(a) Land

Lot 107 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 114.

(b) Premises

The part of the Land and Building, being approximately 316.5 square metres which for identification purposes is depicted in **Annexure 1** (Exclusive Areas) including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

3 years commencing on 22 May 2019 and expiring on 21 May 2022.

Item 3 Further Term

3 years commencing on 22 May 2022 and expiring on 21 May 2025.

Item 4 Commencement Date

22 May 2019.

Item 5 Rent

\$42,185 per annum plus GST payable in advance by equal monthly instalments of \$3,515.42.

Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
22 May 2020	CPI Rent Review
22 May 2021	CPI Rent Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
22 May 2022	Market Rent Review
22 May 2023	CPI Rent Review
22 May 2024	CPI Rent Review

Item 7 Outgoings Contributions

From the Commencement Date until the 1st Outgoings Review Date, the Outgoings Contribution are \$17,082.06 per annum plus GST payable in advance by equal monthly instalments of \$1,423.51 with the first payment due on the Commencement Date.

Item 8 Permitted purpose

Office purposes and uses reasonably ancillary thereto.

Item 9 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 11 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)

Address: PO Box 21, Kwinana WA 6966

Email: city.legal@kwinana.wa.gov.au

Lessee

Relationships Australia Western Australia Inc. (ABN 32 105 234 326)

Address: 16 Railway Parade, West Leederville, WA 6007

Email: Finance@relationshipsaustralia.com.au

Item 12 Additional terms and covenants

12.1 Liquor licence

The Lessee agrees that if a licence or permit is granted under the Liquor Control Act 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.

- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

12.2 Minimise nuisance to neighbours

- (a) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (b) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

12.3 Use of Premises in Emergency

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Lessor may require the use of the whole or part of the Premises for that purpose and the Lessee agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Lessor enters into possession of the whole or part of the Premises, the Lessor agrees to suspend payment of the Rent and Outgoings charges (or part thereof dependent on whether the Lessor requires use of the whole or only a part of the Premises) for the duration of the emergency.

12.4 Lessor's Fixtures

- (a) 15 x task chair;
- (b) 3 x visitor chair;
- (c) 15 x study chair;
- (d) 6 x waiting chair;
- (e) 33 x consult chair;
- (f) 11 pedestals;
- (g) 8 x 800mm round table;
- (h) 1 x 1000mm round table;
- (i) 1 x red toy basket;
- (j) 13 x work stations;
- (k) 11 x storage unit;

- (l) 1 x LG DVD and VCR player and remote;
- (m) 1 x Panasonic PTCW230 short throw projector;
- (n) 5 x Sony VPLSW536M short throw projector;
- (o) 6 x Panasonic UBT880W interactive White Board;
- (p) 1 x Strong HD set top box & remote;
- (q) 1 x Creston receiver & remote;
- (r) 5 x printers;
- (s) 5 x laptops;
- (t) 1 x fridge; and
- (u) 1 x toy storage unit.

Including any new fixtures or fittings that are provided at the cost of the Lessor upon request of the Lessee for the duration of the Lease.

12.5 After-hours access to the Leased Premises

- (a) Should the Lessee access the Leased Premises outside the Normal Hours, the Lessee shall be responsible for the security of the Building for the time any Authorised Person is inside the Building.
- (b) The Lessee must not permit any third party to have access to the keys, access cards or other security devices for the Leased Premises or the Building.
- (c) The Lessee shall pay to the Lessor on demand on a full indemnity basis any amounts payable by the Lessor arising from the Lessee's improper use of the keys, access cards or other security devices for the Leased Premises or the Building.

12.6 Damage to Lessor's Fixtures

- (a) The Lessee acknowledges and agrees that the Lessor's Fixtures do not include any software. All software must be supplied by the Lessee at the Lessee's cost.
- (b) The Lessee agrees to (at the Lessee's cost):
 - (i) maintain the Lessor's Fixtures in a good condition and where necessary, repair or replace any of the Lessor's Fixtures to the satisfaction of the Lessor, except in respect of fair wear and tear;
 - (ii) return to the Lessor any of the Lessor's Fixtures which have been damaged and cannot be repaired; and
 - (iii) provide the Lessor with written notice of any Lessor's Fixtures which are replaced by the Lessee at the Lessee's cost; and

- (iv) leave all Lessor's Fixtures which have not been replaced in the Leased Premises at the expiration of the Term (or the Further Term as the case may be).
- (c) For the avoidance of doubt, any Lessor's Fixture which has been replaced by the Lessee at the Lessee's cost will vest in the Lessor unless the Lessor or Lessee provides otherwise in writing to the Lessor.

12.7

Termination

- (a) Notwithstanding any other clause in this Lease, the parties agree that the Lessor may (in its absolute discretion) permit the Lessee to terminate the Lease upon the Lessee giving the Lessor ninety (90) days prior written notice.
- (b) The Lessor will not unreasonably withhold consent if the Lessee satisfies the Lessor that:
 - (i) the funding the Lessee receives from a Relevant Authority has ceased; and
 - (ii) it is no longer financially viable for the Lessee to continue operating from the Leased Premises.
- (c) Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

Signing page

EXECUTED [add day and month]

2019

THE COMMON SEAL of **CITY OF KWINANA** is affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of **RELATIONSHIPS AUSTRALIA WESTERN AUSTRALIA INC** was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

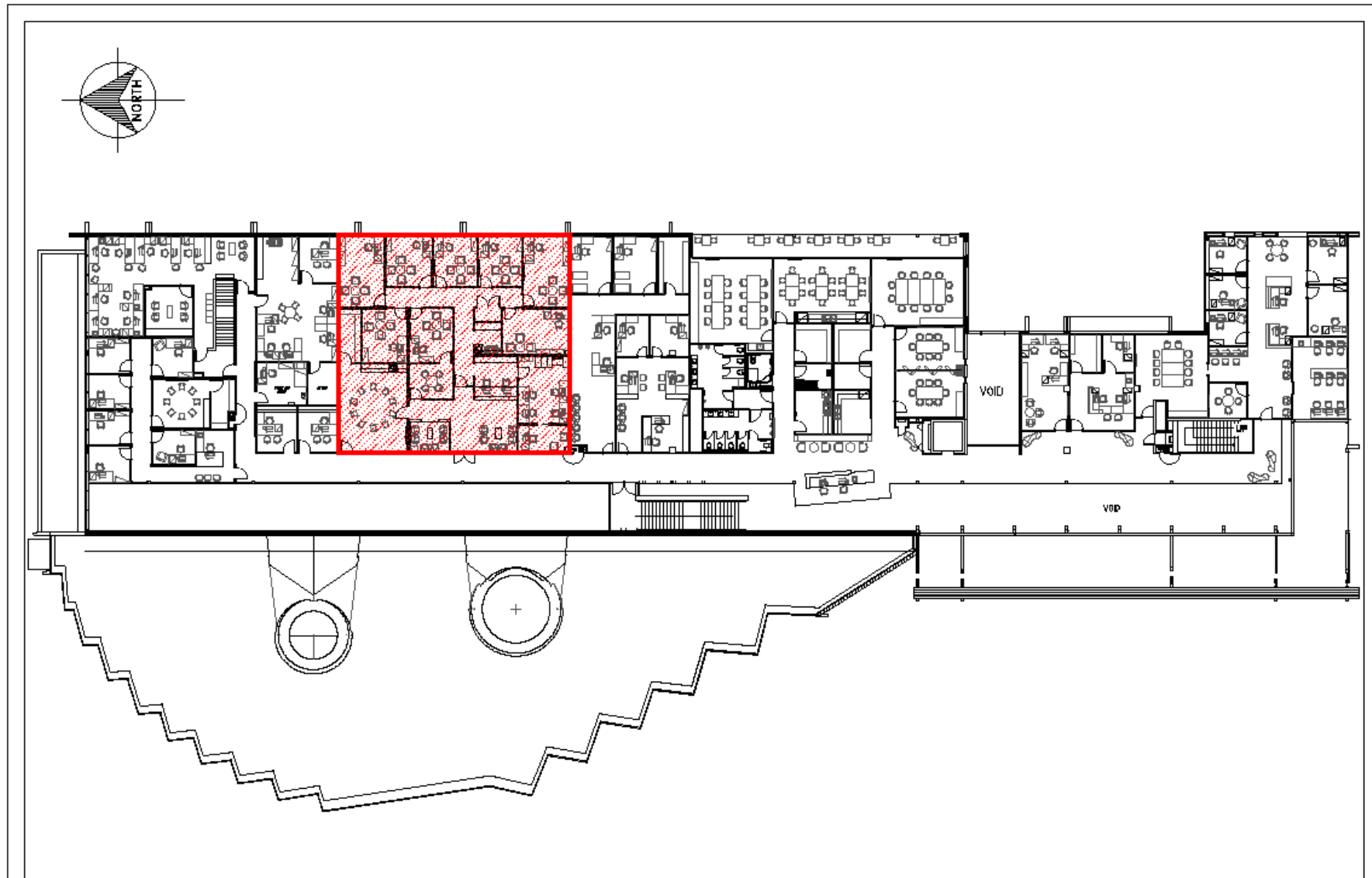
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



<table border="1"> <tr> <td>REV</td> <td>DATE</td> <td>DESCRIPTION</td> <td>DRAWN</td> </tr> <tr> <td>1</td> <td>13/17</td> <td>ISSUED FOR CONVEY</td> <td>SH</td> </tr> </table>		REV	DATE	DESCRIPTION	DRAWN	1	13/17	ISSUED FOR CONVEY	SH	ASSOCIATE CONSULTANT:		PROJECT: OFFICES IN THE DARIUS WELLS LIBRARY AND RESOURCE CENTRE	SCALE: N.T.S DESIGN: -- CHECK: T.H DRAWN: S.H DATE: 05/19	DRAWING TITLE: LEASE PLAN RELATIONSHIP AUSTRALIA
REV	DATE	DESCRIPTION	DRAWN											
1	13/17	ISSUED FOR CONVEY	SH											
			ADDRESS: 07 Birkens Avenue and Slighter Road, Kwinana WA 6167 PHONE: (08) 9439 0200 FAX: (08) 9439 0202 EMAIL: enquiries@kwinana.wa.gov.au WEB: http://www.kwinana.wa.gov.au	AUTHORIZED PRAC/REG (MEMBERSHIP NO.): R.NAJAFZADEH	FILE NO.: --- DRAWING NUMBER: 19-055-07	REVISION: A								

16.4 Charitable Rates Exemption – 360 Health and Community Limited

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

An application for a charitable rates exemption as contained within Confidential Attachment A, has been received by the City and assessed under Council Policy - Charitable Rate Exemptions.

OFFICER RECOMMENDATION:

That Council, pursuant to section 6.26(2)(g) of the *Local Government Act 1995* grant an exemption to 360 Health and Community Limited for assessment 4481 as contained within Confidential Attachment A.

DISCUSSION:

Under section 6.26(2)(g) of the *Local Government Act 1995*, an organisation may apply for a Charitable Rate Exemption for land used exclusively for charitable purposes. In 2012/2013 Council introduced a Charitable Rate Exemption Policy, as contained within Attachment B, to be used as guidelines for Council when considering the approval of such exemptions.

The land use for which the charitable organization is applying for an exemption under section 6.26(2)(g) of the *Local Government Act 1995* must be for the exclusive use for charitable purposes as defined in the *Charities Act 2013* and these include:

- (a) the purpose of advancing health;
- (b) the purpose of advancing education;
- (c) the purpose of advancing social or public welfare;
- (d) the purpose of advancing religion;
- (e) the purpose of advancing culture;
- (f) the purpose of promoting reconciliation, mutual respect and tolerance between groups of individuals that are in Australia;
- (g) the purpose of promoting or protecting human rights;
- (h) the purpose of advancing the security or safety of Australia or the Australian public;
- (i) the purpose of preventing or relieving the suffering of animals;
- (j) the purpose of advancing the natural environment; or
- (k) any other purpose beneficial to the general public that may reasonably be regarded as analogous to, or within the spirit of, any of the purposes mentioned in paragraphs (a) to (j); and Must not be a disqualifying purpose under the meaning given by the *Charities Act 2013* (Commonwealth).

Council has received an application from 360 Health and Community Limited.

360 Health and Community Limited has applied for a rates exemption for their property that they own and pay rates on. 360 Health and Community Limited is a not-for-profit organisation with a focus on:

- Providing healthcare and healthcare services to the community.
- Facilitating improved liaison between primary health care providers with other elements of the health care system to make the health system function seamlessly for patients.

16.4 CHARITABLE RATES EXEMPTION – 360 HEALTH AND COMMUNITY LIMITED

- Improving the planning of primary health care services to respond to local needs by undertaking local health planning, identifying gaps in services, and examining opportunities for better targeting of services.
- Providing better access to appropriate primary health care services for the community and reducing inappropriate duplication of services.
- Meeting the special (and localised) health needs of groups (such as Aboriginal and Torres Strait Islanders, those with non-English speaking backgrounds or people with chronic conditions), particularly where these needs are not adequately addressed by the current health system.
- Facilitating the advancement and planning of the primary care workforce.
- Enhancing educational and professional development opportunities for primary health care providers and undergraduates.
- Facilitating increased focus on illness prevention and health promotion activities; and improving the efficiency and effectiveness of health services at the local level.

360 Health and Community Limited has applied to Council to request an exemption under section 6.26(2)(g) of the *Local Government Act 1995* which states that land is not rateable if it is used exclusively for charitable purposes.

360 Health and Community Limited is eligible under the Charitable Rates Exemption Policy to receive an exemption from payment of rates only. Confidential Attachment A contains supporting documentation for their application. The full year rates income for the 2019/2020 financial year for this property is \$4,142.32 and the exemption will be proportionate to the date that Council grants the exemption.

LEGAL/POLICY IMPLICATIONS:

For the purpose of Elected Members considering a financial or impartiality interest only, the proponents are 360 Health and Community Limited.

Local Government Act 1995 section 6.26 states:

6.26. Rateable land

- (1) *Except as provided in this section all land within a district is rateable land.*
- (2) *The following land is not rateable land —*
 - (a) *land which is the property of the Crown and —*
 - (i) *is being used or held for a public purpose; or*
 - (ii) *is unoccupied, except —*
 - (I) *where any person is, under paragraph (e) of the definition of owner in section 1.4, the owner of the land other than by reason of that person being the holder of a prospecting licence held under the Mining Act 1978 in respect of land the area of which does not exceed 10 ha or a miscellaneous licence held under that Act; or*
 - (II) *where and to the extent and manner in which a person mentioned in paragraph (f) of the definition of owner in section 1.4 occupies or makes use of the land;*

and

16.4 CHARITABLE RATES EXEMPTION – 360 HEALTH AND COMMUNITY LIMITED

- (b) *land in the district of a local government while it is owned by the local government and is used for the purposes of that local government other than for purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the local government; and*
 - (c) *land in a district while it is owned by a regional local government and is used for the purposes of that regional local government other than for the purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the regional local government; and*
 - (d) *land used or held exclusively by a religious body as a place of public worship or in relation to that worship, a place of residence of a minister of religion, a convent, nunnery or monastery, or occupied exclusively by a religious brotherhood or sisterhood; and*
 - (e) *land used exclusively by a religious body as a school for the religious instruction of children; and*
 - (f) *land used exclusively as a non-government school within the meaning of the School Education Act 1999; and*
 - (g) *land used exclusively for charitable purposes; and*
 - (h) *land vested in trustees for agricultural or horticultural show purposes; and*
 - (i) *land owned by Co-operative Bulk Handling Limited or leased from the Crown or a statutory authority (within the meaning of that term in the Financial Management Act 2006) by that co-operative and used solely for the storage of grain where that co-operative has agreed in writing to make a contribution to the local government; and*
 - (j) *land which is exempt from rates under any other written law; and*
 - (k) *land which is declared by the Minister to be exempt from rates.*
- (3) *If Co-operative Bulk Handling Limited and the relevant local government cannot reach an agreement under subsection (2)(i) either that co-operative or the local government may refer the matter to the Minister for determination of the terms of the agreement and the decision of the Minister is final.*
- (4) *The Minister may from time to time, under subsection (2)(k), declare that any land or part of any land is exempt from rates and by subsequent declaration cancel or vary the declaration.*
- (5) *Notice of any declaration made under subsection (4) is to be published in the Gazette.*
- (6) *Land does not cease to be used exclusively for a purpose mentioned in subsection (2) merely because it is used occasionally for another purpose which is of a charitable, benevolent, religious or public nature.*

FINANCIAL/BUDGET IMPLICATIONS:

The total cost of granting the rates exemption is \$4,142.32 for the 2019/2020 financial year and this amount is proposed to be funded from the Interim Rates budget.

ASSET MANAGEMENT IMPLICATIONS:

No asset management implications have been identified as part of this report or recommendation.

16.4 CHARITABLE RATES EXEMPTION – 360 HEALTH AND COMMUNITY LIMITED**ENVIRONMENTAL IMPLICATIONS:**

No environmental implications have been identified as part of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business Performance	5.4 Ensure the financial sustainability of the City of Kwinana into the future

COMMUNITY ENGAGEMENT:

There are no community engagement implications as a result of this report.

PUBLIC HEALTH IMPLICATIONS:

There are no public health implications as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Applicant may apply to State Administrative Tribunal for rate exemption
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Financial Reputation Compliance
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Unlikely
Rating (before treatment)	Low
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Review every application on its own merit against adopted policy and legislative requirements for exemption
Rating (after treatment)	Low

16.4 CHARITABLE RATES EXEMPTION – 360 HEALTH AND COMMUNITY LIMITED

COUNCIL DECISION

503

MOVED CR S MILLS

SECONDED CR S LEE

That Council, pursuant to section 6.26(2)(g) of the *Local Government Act 1995* grant an exemption to 360 Health and Community Limited for assessment 4481 as contained within Confidential Attachment A.

**CARRIED
8/0**

Council Policy

Charitable Rate Exemptions



Council Policy

Charitable Rate Exemptions

D12/63019[v3]

1. **Title**
Charitable Rate Exemptions
2. **Purpose**
This policy defines how an applicant is to apply for a charitable rate exemption and the requirement for their status to be reviewed every two years.
3. **Scope**
This policy is applicable to local organisations and ratepayers within the City of Kwinana who are eligible for a charitable rate exemption.
4. **Definitions**
Charity has the meaning given to it by the *Charities Act 2013* (Commonwealth);
Charitable purpose has the meaning given to it by the *Charities Act 2013* (Commonwealth); and
Disqualifying purpose means –
 - (a) The purpose of engaging in, or promoting, activities that are unlawful or contrary to public policy; or
 - (b) The purpose of promoting or opposing a political party or a candidate for political office.

Note: Activities are not contrary to public policy merely because they are contrary to government policy.

5. **Policy Statement**
Council is committed to adhering to the Local Government Act 1995 and providing guidance to applicants who apply for an exemption of local government land rates charges for charitable purposes. This policy relates to the charitable rates exemption to charitable organisations based within the City that provide assistance to the City's community.

5.1 Land Use

The land use for which the charitable organization is applying for an exemption under section 6.26(2)9g) of the *Local Government Act 1995* must be for the exclusive use for charitable purposes as defined in the *Charities Act 2013* and these include:

- (a) the purpose of advancing health;
- (b) the purpose of advancing education;
- (c) the purpose of advancing social or public welfare;
- (d) the purpose of advancing religion;
- (e) the purpose of advancing culture;
- (f) the purpose of promoting reconciliation, mutual respect and tolerance between groups of individuals that are in Australia;
- (g) the purpose of promoting or protecting human rights;
- (h) the purpose of advancing the security or safety of Australia or the Australian public;
- (i) the purpose of preventing or relieving the suffering of animals;
- (j) the purpose of advancing the natural environment; or
- (k) any other purpose beneficial to the general public that may reasonably be regarded as analogous to, or within the spirit of, any of the purposes mentioned in paragraphs (a) to (j); and

Must not be a disqualifying purpose under the meaning given by the *Charities Act 2013* (Commonwealth).

5.2 Land Used Exclusively for Charitable Purposes

Property must be used exclusively by the charitable organisation for charitable purposes defined by the *Charitable Uses Act 1601* as generally for the following purposes:

- (a) the relief of poverty;
- (b) the advancement of education;
- (c) the advancement of religion; and
- (d) other purposes beneficial to the community.

5.3 Application for Rate Exemption

To be considered by the City for approval, each application for a charitable rate exemption under section 6.26(2)(g) of the Local Government Act 1995 must be made in writing by completing an Application for Rate Exemption form.

5.4 Review of Policy

All exemptions will be reviewed every two years and confirmation from the charitable organisation that the above purposes still apply will be required to continue receiving the exemption.

6. Financial/Budget Implications

Land rates will not be charged on successful rates exemption applicants under this policy and will therefore decrease rates revenue accordingly.

7. Asset Management Implications

There are no specific asset management implications associated with this policy.

8. Environmental Implications

There are no specific environmental implications associated with this policy.

9. Strategic/Social Implications

Plan	Objective	Strategy
Corporate Business Plan 2016 – 2021	6.1 To ensure the financial sustainability of the City of Kwinana into the future.	6.1.4 Monitor the City's rating system to ensure it is responsive to the cost of living and provides flexibility and fairness for all.

10. Occupational Safety and Health (OSH) Implications

There are no specific OSH implications associated with this Policy.

11. Risk Assessment

A risk assessment conducted as part of the Policy review has indicated that the risk to the City by not applying a charitable rate exemption to a property is low.

12. References

Name of Policy	Charitable Rate Exemptions
Date of Adoption and resolution No	11/07/2012 #163
Review dates and resolution No #	12/04/2017 #468
Next review date due	12/04/2019
Legal Authority	Local Government Act 1995 Section 2.7 – The Role of Council; and Section 6.26(2)(g) - Rateable Land Charities Act 2013 (Commonwealth)
Directorate	Corporate and Engineering Services
Department	Finance
Related documents	<p>Acts/Regulations Local Government Act 1995 Charities Act 2013 (Commonwealth) Charitable Uses Act 1601 – preamble (United Kingdom)</p> <p>Plans/Strategies Strategic Community Plan 2015-2025</p> <p>Policies Nil</p> <p>Work Instructions Nil</p> <p>Other documents D16/24232 Application for Rate Exemption Form</p>

Note: Changes to References may be made without the need to take the Policy to Council for review.

16.5 Review of Honorary Freeman and Freeman Council Policy, Civic, Social, Business Functions and Recognition Council Policy and Recordkeeping Council Policy

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

A review of the following Council policies has been undertaken:

- Honorary Freeman and Freeman Council Policy
- Civic, Social, Business Functions and Recognition Council Policy
- Recordkeeping Council Policy

It is recommended that Council approve the provision of a City of Kwinana corporate jacket to an Honorary Freeman or Freeman upon request within the Honorary Freeman and Freeman Council Policy, as detailed in Attachment A.

It is recommended that Council approve the amendments made to the Civic, Social, Business Functions and Recognition Council Policy including updating the recognised events list to reflect the awards and functions that have been included in the 2019/2020 Budget or the Long Term Financial Plan, as detailed in Attachment B.

It is recommended that Council approve the amendments made to the Recordkeeping Council Policy as a result of City Officers conducting a review of the current policy with the State Records Commission Standard 2 Record Keeping Plans Principle 2 – Policies and Procedures of the *State Records Principles and Standards 2002*.

The proposed amendments are highlighted in tracked changes in the Honorary Freeman and Freeman Council Policy (Attachment A), Civic, Social, Business Functions and Recognition Council Policy (Attachment B) and Recordkeeping Council Policy (Attachment C).

OFFICER RECOMMENDATION:

That Council approve:

1. Honorary Freeman and Freeman Council Policy, as detailed in Attachment A.
2. Civic, Social, Business Functions and Recognition Council Policy, as detailed in Attachment B.
3. Recordkeeping Council Policy, as detailed in Attachment C.

DISCUSSION:

A review of the Honorary Freeman and Freeman Council Policy (Attachment A) has been undertaken and it is recommended that an additional privilege be included in clause 5.6 to provide an Honorary Freeman or Freeman a City of Kwinana corporate jacket upon request. The inclusion of a City of Kwinana corporate jacket is consistent with the Elected Members Allowances, Expenses and Gifts Council Policy relating to the provision of a corporate jacket for Elected Members. The proposed amendments are highlighted in tracked changes in the Honorary Freeman and Freeman Council Policy (Attachment A).

16.5 REVIEW OF HONORARY FREEMAN AND FREEMAN COUNCIL POLICY, CIVIC, SOCIAL, BUSINESS FUNCTIONS AND RECOGNITION COUNCIL POLICY AND RECORDKEEPING COUNCIL POLICY

A review of the Civic, Social, Business Functions and Recognition Council Policy has been undertaken to reflect the events and functions approved in the 2019/2020 Budget or the Long Term Financial Plan. The events and functions include:

- Civic Recognition Function
- Local Organisations' Function
- Mayoral Stakeholder Function
- New Teachers Afternoon Tea
- Pioneers Day Lunch
- Staff Christmas Function
- Volunteers' Function
- Sports Awards Function
- Citizen of the Year Awards
- Art and Culture Awards Function
- Emergency Services Stakeholder Event
- Volunteer Bush Fire Brigades Awards Dinner

The proposed amendments are highlighted in tracked changes in the Civic, Social, Business Functions and Recognition Council Policy (Attachment B).

A review of the Recordkeeping Council Policy has been undertaken to ensure that the Council Policy is in accordance with State Records Commission Standard 2 Record Keeping Plans Principle 2 – Policies and Procedures (Principle Two) of the *State Records Principles and Standards 2002*. Principle Two ensures that government organisations' recordkeeping programs are supported by policy and procedures. Principle Two sets out the minimum compliance requirements for the City of Kwinana's Recordkeeping Plan which was approved by the State Records Commission on 9 December 2016 (next review must occur in 2021 – every five years). The minimum requirements for a Recordkeeping Plan that a Recordkeeping Policy must include are:

1. Policies and standard operating procedures governing record keeping in the organisation are established, authorised at an appropriate senior level, and are available to all employees.
2. The policies and procedures define the roles and responsibilities of all employees who manage or perform recordkeeping processes.
3. The policies take into account relevant government policy and endorsed standards for the making and keeping of proper and adequate records.
4. The policies and procedures cover records in all formats and all aspects of their management, including—
 - creation of records;
 - capture and control of records;
 - security and protection of records;
 - access to records; and
 - appraisal, retention and disposal of records.
5. The organisational scope of the policies and procedures has been addressed, i.e. whether they are applicable to the entire organisation, including divisions, regional branches and offices, and outsourced contractors.

The proposed amendments are highlighted in tracked changes in the Recordkeeping Council Policy (Attachment C).

16.5 REVIEW OF HONORARY FREEMAN AND FREEMAN COUNCIL POLICY, CIVIC, SOCIAL, BUSINESS FUNCTIONS AND RECOGNITION COUNCIL POLICY AND RECORDKEEPING COUNCIL POLICY

LEGAL/POLICY IMPLICATIONS:

Section 2.7 of the Local Government Act 1995 states:

- (1) *The council —*
- (a) *governs the local government's affairs; and*
 - (b) *is responsible for the performance of the local government's functions.*
- (2) *Without limiting subsection (1), the council is to —*
- (a) *oversee the allocation of the local government's finances and resources; and*
 - (b) *determine the local government's policies.*

FINANCIAL/BUDGET IMPLICATIONS:

The financial/budget implications associated with this report have been included in the 2019/2020 Budget.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications related to this report.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications related to this report.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Strategic Community Plan	A City alive with activity	1.2 Inspire and strengthen community spirit through community activities and events
Corporate Business Plan	Civic Leadership	5.1 An active and engaged Local Government, focussed on achieving the community's vision

COMMUNITY ENGAGEMENT:

There are no community engagement implications as a result of this report.

PUBLIC HEALTH IMPLICATIONS:

There are no public health implications as a result of this report.

16.5 REVIEW OF HONORARY FREEMAN AND FREEMAN COUNCIL POLICY, CIVIC, SOCIAL, BUSINESS FUNCTIONS AND RECOGNITION COUNCIL POLICY AND RECORDKEEPING COUNCIL POLICY

RISK IMPLICATIONS:

Risk Event	The City not recognising community achievement
Risk Theme	Community disengagement
Risk Effect/Impact	Reputational
Risk Assessment Context	Strategic
Consequence	Minor
Likelihood	Possible
Rating (before treatment)	Moderate
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Provide functions and awards to recognise the diverse achievements by residents of the City.
Rating (after treatment)	Low

COUNCIL RECOMMENDATION

MOVED CR C ADAMS

SECONDED CR S MILLS

That Council approve:

1. Honorary Freeman and Freeman Council Policy, as detailed in Attachment A, with the following amendments to:
 - Clause 5.4, to extend the consecutive years of service from eight years to 12 years (as Mayor)
2. Civic, Social, Business Functions and Recognition Council Policy, as detailed in Attachment B, with the following amendments to:
 - Clause 5.1.11, to provide the acronym definition for DFES, Department of Fire and Emergency Services
3. Recordkeeping Council Policy, as detailed in Attachment C.

AMENDMENT

MOVED CR M ROWSE

SECONDED CR P FEASEY

That part two of the recommendation be amended to add:

- Clause 5.1.8, to be amended to include an award called “coach of the year”.
- Clause 5.4, to be amended to delete \$50.00 and replace with \$100.00.

AMENDMENT CARRIED
8/0

16.5 REVIEW OF HONORARY FREEMAN AND FREEMAN COUNCIL POLICY, CIVIC, SOCIAL, BUSINESS FUNCTIONS AND RECOGNITION COUNCIL POLICY AND RECORDKEEPING COUNCIL POLICY

COUNCIL DECISION

SUBSTANTIVE MOTION

504

MOVED MAYOR C ADAMS

SECONDED CR S MILLS

That Council approve:

- 1. Honorary Freeman and Freeman Council Policy, as detailed in Attachment A, with the following amendments to:**
 - **Clause 5.4, to extend the consecutive years of service from eight years to 12 years (as Mayor)**
- 2. Civic, Social, Business Functions and Recognition Council Policy, as detailed in Attachment B, with the following amendments to:**
 - **Clause 5.1.11, to provide the acronym definition for DFES, Department of Fire and Emergency Services**
 - **Clause 5.1.8, to be amended to include an award called “coach of the year”.**
 - **Clause 5.4, to be amended to delete \$50.00 and replace with \$100.00.**
- 3. Recordkeeping Council Policy, as detailed in Attachment C.**

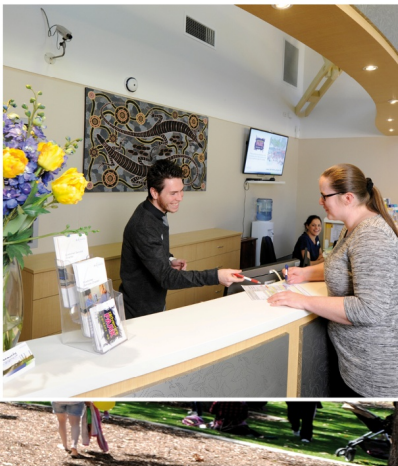
**CARRIED
8/0**

NOTE – That the Officer Recommendation has been amended to include the dot points at points 1 and 2.



Council Policy

Honorary Freeman and Freeman



Council Policy

Honorary Freeman and Freeman

D13/64389[v5]

1. **Title**
Honorary Freeman and Freeman
2. **Purpose**
To recognise outstanding and meritorious service to the City of Kwinana.
3. **Scope**
Subject to the eligibility and selection criteria of this Policy being met, Council may, by resolution, confer the title of 'Honorary Freeman of the Municipality' to a former Mayor or 'Freeman of the Municipality'. The title is to be reserved for persons who have rendered exceptional service to the community.
4. **Definitions**
List definitions and terminology that will assist in the understanding of this Policy.
5. **Policy Statement**
 - 5.1. **Eligibility Criteria for 'Freeman of the Municipality'**
Nominees for the conferring of the title 'Freeman of the Municipality' should have lived within the City of Kwinana for a significant number of years (significant is taken to mean at least 10 years) and who have given extensive and distinguished service to the community (e.g. service to other organisations, voluntary and community groups) in a largely voluntary capacity.

Council may also consider conferring of the title of 'Posthumous Freeman of the Municipality'. In this case, the abovementioned eligibility criteria would apply.
 - 5.2. **Selection Criteria**
Nominees are to be judged on their record of service to the community. The selection criteria are to include:
 - a. length of service in a field (or fields) of activity
 - b. level of commitment to the field (or fields) of activity
 - c. personal leadership qualities
 - d. benefits to the community of the City of Kwinana resulting from the nominee's work
 - e. specific achievements of the nominee
 - 5.3. **Nomination Procedure**
 - a. Nominations for the Award may be made by Elected Members, individuals or organisations and are to be sponsored by an elected member of the City of Kwinana. They are to be submitted to the Mayor on the Official Nomination Form.
 - b. Nominations are to be made in the strictest confidence without the knowledge of the nominee.
 - c. On receipt of a nomination the Mayor is to convene a meeting of the Freeman Working Group.

- d. The Freeman Working Group is to consider the nomination and make a recommendation to the Council whether or not to confer the title 'Freeman of the Municipality' on the nominee.
- e) Council is to consider the item behind closed doors.
- f) Once a nomination has been accepted by Council, the nominee and any person(s) or organisation(s) involved in the nomination are to be informed of the decision and a suitable media release is to be distributed.

5.4. Title of 'Honorary Freeman of the Municipality'

A person who has acted as Mayor at the City of Kwinana for a period of ~~eight~~ 12 consecutive years is to be made an Honorary Freeman automatically in recognition of their service and leadership given to the City.

The appointment is to be made at the conclusion of their term of office.

5.5. Awarding the Titles

The formal conferring of these titles is to be carried out at a civic reception held by Council. This may be a special reception for this purpose, or the ceremony may form a focal point of any other suitable reception hosted by Council. The decision on the occasion and format of the ceremony is to rest with the Chief Executive Officer in consultation with the Mayor.

The successful nominee is to receive a certificate (framed in a quality frame) and an official name badge (of a similar design to Elected Member badges) which confirms his or her status.

5.6. Privileges

The successful nominee is to have their name displayed on the City's Freeman honour board.

Freeman and Honorary Freeman shall be invited to attend civic functions of the City at the discretion of the Mayor.

[A City of Kwinana corporate jacket is to be offered to each Freeman or Honorary Freeman upon request. Note: Corporate jackets are to be replaced where they are damaged to an extent to be unserviceable through reasonable wear and usage, approved by the Chief Executive Officer.](#)

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5.7. Number of Freeman within the City

There is no limit on the number of persons upon which the title of Freeman of the City of Kwinana may be conveyed.

5.8. Revocation of Title of Freeman or Honorary Freeman

Council, by resolution, shall also have the ability to revoke the title bestowed upon a person, if a criminal matter for which the Freeman or Honorary Freeman in question was found guilty of, or for any other matter, was considered by Council to have caused embarrassment to the municipality or that the ongoing recognition of such a title on this person by the City was inappropriate.

The removal of the name from Honour Boards and other places and any other such items will be at the discretion of Council and conducted through liaison with the Chief Executive Officer.

6. Financial/Budget Implications

Expenses will be incurred associated with the bestowing of an award including the cost of a civic reception to award the title, the cost of a certificate, ~~and the~~ amending

of the honour board [and provision of a corporate jacket](#).

As there would likely be little or no prior knowledge of the bestowing of a Freeman of the City award, funds would not likely be set aside in the annual budget. Unless excess funds can be identified during that financial year, the holding of a reception will be held over until the following year where a budget allocation can be made.

7. Asset Management Implications

There are no specific asset management implications associated with this Policy.

8. Environmental Implications

There are no specific environmental implications associated with this Policy.

9. Strategic/Social Implications

Strategic Community Plan ~~2017—2027~~ Objective 1.2: Inspire and strengthen community spirit through community activities and event

10. Occupational Safety and Health Implications

There are no specific OSH implications associated with this Policy.

11. Risk Assessment

A risk assessment conducted as part of the Policy review has indicated that the risk to the City by not assessing nominees in accordance with the criteria could lead to negative reputation. The risk rating would be moderate.

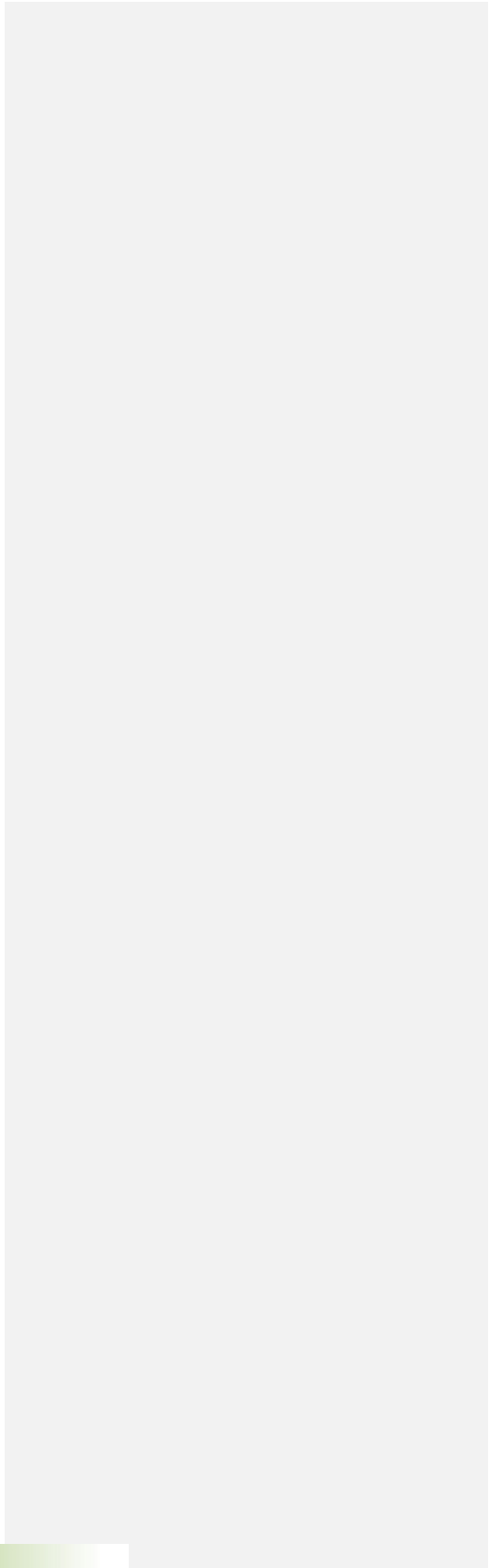
It is assessed that the risk rating following the implementation of this Policy would reduce the risk rating to low.

12. References

Name of Policy	Honorary Freeman and Freeman
Date of Adoption and resolution No	23/07/2003 #077
Review dates and resolution No #	14/11/2007 #026 28/04/2010 #105 11/07/2012 #163 10/12/2014 #347 14/12/2016 #414 24/04/2018 #150 XX/XX/2019
Next review date due	24/04/2020 2021
Legal Authority	Local Government Act 1995 Section 2.7 – Role of Council
Directorate	City Strategy
Department	City Strategy
Related documents	Acts/Regulations Local Government Act 1995 Plans/Strategies Strategic Community Plan Policies D13/64401[v3] – Policy Development Work Instructions Nil

	Other documents Nil
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Note: Changes to References may be made without the need to take the Policy to Council for review.





Council Policy

Civic, Social, Business Functions and Recognition



Council Policy

Civic, Social, Business Functions and Recognition

D13/64378[v6]

1. Title

Civic, Social, Business Functions and Recognition

2. Purpose

The purpose of this Policy is to:

- a) recognise the services rendered by local organisations, volunteers, Elected Members, former elected members, Members of Parliament and employees to the general wellbeing of the Kwinana Community; and
- b) build positive relationships with the key stakeholders who may assist the City realise its Vision.

3. Scope

This Policy is applicable to local organisations, volunteers, Elected Members, former elected members, Members of Parliament and employees.

4. Definitions

Function means an organised event where invitations are provided to persons other than Elected Members and employees and where catering may or may not be provided and administered by the City.

Community Awards Selection Panel – a panel consisting of [at least](#) two Elected Members, a City Freeman, one City Officer and the current Citizen of the Year (optional at the citizens discretion)

5. Policy Statement

5.1 Recognised functions

The discretion to approve any of the types of functions listed below should take into consideration the following points:

- the relevant budget;
- venue availability;
- use of City Logo must be in accordance Council's Policy - Use of City of Kwinana Corporate Logo; and
- staffing requirements and availability.

5.1.1 Civic Recognition Function:

That the Mayor is authorised to hold a function at a suitable venue for Elected Members, Freeman, retiring elected members, [both State and Federal Members of Parliament](#), Chief Executive Officer, Directors, special guests, the Mayors/Presidents and Chief Executive Officers of the City's adjoining local governments and their respective [spouses partners](#) at a time and date determined by the Mayor after each local government ordinary election is held.

5.1.2 Local Organisations' Function:

That the Mayor, Elected Members, Chief Executive Officer, Directors,

~~appropriate relevant~~ program managers, Freeman, past Mayors, both State and Federal Members of Parliament, current Citizen of the Year, and the ~~spouses partners~~ thereof, plus two representatives from local volunteer based organisations, be invited to a function to be held in a suitable venue in November/December each year.

~~Invites for eligible organisations will rotate bi-annually, due to the growing number of organisations and groups and the maximum capacity of available venues within Kwinana.~~

The City of Kwinana Leadership Award ~~and the City of Kwinana Volunteer of the Year Award~~ will be presented at this function.

Eligibility criteria for ~~the both -a Awards is are~~:

- The recipient must be a resident of Kwinana or have made a long term ~~and/or~~ significant commitment to the Kwinana community;
- Achievements completed as part of paid employment will not be included as a part of the award judging;
- Previous winners of this award are ineligible to win the same award for a second time;
- Self nominations; or those from an immediate family member, will not be accepted; and

Selection for ~~this these~~ awards will be completed by the Community Awards Selection Panel.

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5.1.3 **Mayoral Stakeholder Function:**

This event ~~is held in May of each year where possible, subject to the budget permitting and~~ is designed to enable the celebration of the past 12 months' achievements with the City's key stakeholders. A decision to hold the function is to be at the discretion of the Mayor, Elected Members and Chief Executive Officer.

5.1.4 **New Teachers Afternoon Tea:**

That all new teachers be invited to attend an afternoon tea ~~and tour of the City~~, to be held ~~at a suitable time within the school year calendar, in February each year~~ to welcome them to the City

5.1.5 **~~Biennial Pioneers Day Lunch Seniors Week Function:~~**

~~That the Mayor, Elected Members, Chief Executive Officer, appropriate Directors, relevant program managers, Managers, Freeman, current Citizen of the Year, current Senior Citizen of the year, plus pioneers long term residents and their partners who have lived in Kwinana for more than 50 continuous years and have registered on the Pioneers register, be invited to a function to be held in a suitable venue in September/October. That a stakeholder function be held during the Seniors Week each year, to which a cross section of the seniors' population be invited (maximum 50 people).~~

5.1.6 **Staff Christmas Function:**

That an appropriate function, based on staff suggestions, be held in December each year.

5.1.7 **Volunteers' Function:**

That volunteers involved in various activities in Kwinana be invited to a

morning or afternoon tea or similar function to be held during the relevant National or International ~~Thank A Volunteer~~ day or week set aside to ~~commemorate these various~~recognise volunteering activities.

~~The City of Kwinana Volunteer of the Year Award will be presented at this function. Eligibility criteria for the award is:~~

- ~~• The recipient must be a resident of Kwinana or have made a long term significant commitment to the Kwinana community;~~
- ~~• Achievements completed as part of paid employment will not be included as a part of the award judging;~~
- ~~• Previous winners of this award are ineligible to win the same award for a second time;~~
- ~~• Self nominations; or those from an immediate family member, will not be accepted; and~~

~~Selection for this award will be completed by the Community Awards Selection Panel.~~

5.21.8 Organisation of Functions Sports Awards Dinner:

~~That the Mayor, Elected Members, Chief Executive Officer, appropriate Directors, relevant program managers, Managers, Freeman, current Citizen of the Year, and the spouses/partners thereof, plus two representatives from each local sporting groups, be invited to a function to be held in a suitable venue in August each year.~~

~~The City of Kwinana Sportsperson, Clubperson, Coach and Junior Sportsperson of the Year Awards will be presented at the Sports Awards Dinner~~

~~The eligibility criteria for these awards are:~~

- ~~• The recipient must be a resident of Kwinana or have made a long term and/or significant commitment to the Kwinana community;~~
- ~~• Achievements completed as part of paid employment will not be included as a part of the award judging;~~
- ~~• Previous winners of this award are ineligible to win the same award for a second time;~~
- ~~• Self nominations; or those from an immediate family member, will not be accepted; and~~

~~Selection for these awards will be completed by the Community Awards Selection Panel.~~

5.1.9 Citizen of the Year Awards

~~The City of Kwinana Sportsperson and Junior Sportsperson of the Year awards will be presented at the Sporting Groups function. The Artist of the Year award will be presented at the Arts and Culture Function. The eligibility criteria for these awards are:~~

- ~~• The recipient must be a resident of Kwinana or have made a long term significant commitment to the Kwinana community;~~
- ~~• Achievements completed as part of paid employment will not be included as a part of the award judging;~~
- ~~• Previous winners of this award are ineligible to win the same award for a second time;~~

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- Self nominations; or those from an immediate family member, will not be accepted; and
- Selection for these awards will be completed by the Community Awards Selection Panel.

The Citizen of the Year Awards (Citizen of the Year, Youth Citizen of the Year, Senior Citizen of the Year and Active Citizenship Award) will be presented at the Australia Day Function. Eligibility for the awards is set by the State Government and can be confirmed on the awards website. www.wa.australiaday.org.au. Selection for this award will be completed by the Community Awards Selection Panel.

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5.1.10 Art and Culture Awards

That the Mayor, Elected Members, Chief Executive Officer, appropriate Directors, appropriate program managers, Freeman, current Citizen of the Year, and the spouses/partners thereof, plus local artists and two representatives of each local arts, cultural and heritage organisation be invited to a function to be held in a suitable venue in November each year.

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The Artist and Junior Artist of the Year Award will be presented at the Arts and Culture Awards function. The eligibility criteria for these awards are:

- The recipient must be a resident of Kwinana or have made a long term and/or significant commitment to the Kwinana community;
- Achievements completed as part of paid employment will not be included as a part of the award judging;
- Previous winners of this award are ineligible to win the same award for a second time;
- Self nominations; or those from an immediate family member, will not be accepted; and

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Selection for these awards will be completed by the Community Awards Selection Panel.

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5.1.11. Emergency Services Stakeholder Event

That the Mayor, Elected Members, Chief Executive Officer, appropriate Directors, appropriate relevant program managers, representatives from Department of Fire and Emergency Services (DFES), Freeman, current Citizen of the Year, and the spouses/partners thereof, plus local emergency services volunteers and their partners be invited to a function to be held in a suitable venue in March/April each year.

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5.1.12 Volunteer Bush Fire Brigades Awards Dinner

That the Mayor, Elected Members, Chief Executive Officer, appropriate Directors, appropriate relevant program managers, representatives from DFES and LEMC, plus local volunteer bush fire brigades volunteers and their partners be invited to a function to be held in a suitable venue in July/August each year.

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5.3 Requests for Other Functions

The Governance and Civic Services Department and the Marketing and Communications relevant City Departments in conjunction with the Community Services Department, as appropriate, are responsible for the

organisation of the functions listed above, together with any other special functions called by the Mayor and/or Council for specific purposes. The list of invitees to all functions is to be approved by the Mayor after consultation with Elected Members.

In addition to the functions stated above, other functions in relation to the following purposes may be approved by the Chief Executive Officer:

- Reciprocal hospitality for regular meetings where an Elected Member or City Officer is the City's representative on an established working group or alliance.
- City established committee, working group or action group related to or part of the business plan of a City Service Team.
- City led facilitation of cross agency or multiple stakeholder collaboration to address social, environmental or economic issues.
- Important stakeholders who by virtue of their level of influence, interaction or funding could make a contribution to the social, environmental and economic objectives of the City's Strategic Community Plan.
- Other requests that will raise the profile, reputation or standing of the City and/or make a contribution to the social, environmental and economic objectives of the City's Strategic Community Plan.

5.4 Recognition

That Elected Members can request ~~to~~ the Chief Executive Officer to acknowledge a local organisation, volunteer, former elected members and Members of Parliament for their efforts in serving Kwinana with a gift ~~of a value worth~~ less than ~~\$50~~~~100.00~~. The gift recipient must have served at least four (4) years ~~in~~ promoting the wellbeing of the Kwinana ~~C~~community.

Note: Current Elected Members and City Officers are excluded from receiving a gift for recognition.

6. Financial/Budget Implications

Funding allocations for functions, annual awards and presentations are to be provided for by Council in its annual budget.

7. Asset Management Implications

There are no specific asset management implications associated with this Policy.

8. Environmental Implications

There are no specific environmental management implications associated with this Policy.

9. Strategic/Social Implications

Strategic Community Plan:

- Aspiration: Rich in Spirit
- Outcome: A City alive with activity
- Objective: 1.2 Inspire and strengthen community spirit through community activities and events

10. Occupational Safety and Health Implications

There are no specific OSH implications associated with this Policy.

11. Risk Assessment

A risk assessment conducted as part of the Policy review has indicated that the risk to the City by not recognising achievements by residents and engaging with the community would result in a risk rating of moderate.

It is assessed that the risk rating following the implementation of this Policy would reduce the risk rating to low.

12. References

Name of Policy	Civic, Social, Business Functions and Recognition
Date of Adoption and resolution No	28/06/1989 #097
Review dates and resolution No #	10/10/2007 #862 28/04/2010 #105 11/07/2012 #163 11/03/2015 #410 24/08/2016 #306 23/11/2016 #383 XX/XX/2019
Next review date	Insert the date on which the next review should be completed by.
Legal Authority	<i>Local Government Act 1995</i> Section 2.7 – Role of Council
Directorate	City Strategy/City Engagement
Department	City Strategy/City Engagement
Related documents	<p>Acts/Regulations <i>Local Government Act 1995</i></p> <p>Plans/Strategies Strategic Community Plan Events Strategy</p> <p>Policies D13/64026[v10] Catering, Kitchens and Internal Functions Policy</p> <p>Work Instructions D09/30077[v6] Catering D09/125283[v7] Civic Recognition Dinner D09/30117[v6] Councillor Stakeholder Functions D09/17577[v6] Local Organisations Christmas Function D09/30178[v4] New Teachers Afternoon Tea D09/30048[v3] Organisation of Civic Functions</p> <p>Other documents D16/45564[v4] Form – GCS – Catering Order Form</p>

Note: Changes to References may be made without the need to take the Policy to Council for review.



Council Policy

Record-~~K~~keeping



Council Policy

Record-Keeping

D15/55036[v3]

1. Title

Record-Keeping

2. Purpose

To provide Council's expectations and commitment for record-keeping of business transactions and official activities of the City of Kwinana in line with legislative requirements.

3. Scope

Under current records-related legislation including the *State Records Act 2000*, *State Records Principles and Standards 2002*, *Freedom of Information Act 1992* and the accredited Australian Standard *International Organisation for Standardisation (ISO) 9001*, the City is required to provide and maintain a record-keeping system that is dedicated to the creation, retrieval and control of the City's records. The system must ensure that the City's records accurately and adequately capture the records of its functions and operations and are able to contribute towards informed decision-making of the City.

This Policy fulfils the requirement of *Principle 2 – Policies and Procedures of the State Records Principles and Standards 2002 for a government organisation and takes into account the standards for the making and keeping of proper and adequate records* as part of a government organisation's record keeping framework that also includes a Record Keeping Plan and Operating Procedures.

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This Policy applies to all records, which are created or received by the City of Kwinana, regardless of their media format, date of creation or storage location. This Policy applies to all employees, Elected Members and contractors of the City of Kwinana.

4. Definitions

Record, as defined by the *State Records Act 2000*, means any record is of information however recorded in any form created or received and maintained by an organisation in the transaction of business and kept as evidence of such activity and includes:

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- a) any thing on which there is writing or Braille; and
- b) a map, plan, diagram or graph; and
- c) a drawing, pictorial or graphic work, or photograph; and
- d) any thing on which there are figures, marks, perforations or symbols, having a meaning for persons qualified to interpret them; and
- e) anything from which images, sounds or writings can be reproduced with or without the aid of anything else; and
- f) anything on which information has been stored or recorded, either mechanically, magnetically, or electronically.

5. Policy Statement

The City's records are a corporate asset and the City is the owner of all records and as such records are not the property of individual employees. Complete and accurate

D16/65703[v3]

records of all business decisions and transactions are to be recorded in the City's records-keeping system both in respect to their content and context. The records are to be managed in accordance with the relevant legislation, policies and procedures.

5.1 Recordkeeping System

The City must ensure that its recordkeeping system is compliant with legislative requirements. The system should be reliable, systematic and well managed and consistent with the City's Recordkeeping Plan, Council Policy and Operational Guidelines.

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5.2 Records Management

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5.1 Records creation

All staff and Elected Members are to create full and accurate records of the City's business decisions and transactions in the appropriate format.

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Records creation, capture and control

It is the role and responsibility of all staff and Elected Members to create and capture a full and accurate record of the City's functions and operations into the City's recordkeeping system when applicable. If applicable, once captured in the recordkeeping system, the original documents are to be archived by the Records team. All records created and received in the course of the City's business regardless of the format are to be captured into the City's record-keeping system.

Records protection and security

All records are to be managed and adequately protected and stored according to whether they are significant, insignificant or vital records, and in accordance with their security classification definition. The City's records are stored offsite at a location that has protected systems and adequate security to reduce the risk of any damage and the supplier conforms to Australian Standards (AS) 4390-6-1996 in relation to secure/confidential records management storage.

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The recordkeeping system protects records by having the capability of restricting access based on the profile of the employees. Users do not have access to delete records once they have been captured in the system. The City undertakes daily back-ups to protect the records in the system and tests the effectiveness on a routine basis. The security and protection of a container in which a record is stored is based on security caveats and security groups and are in accordance with the Recordkeeping Operational Guidelines.

Records access

Elected Member's access to the City's records will be via the Chief Executive Officer in accordance with the *Local Government Act 1995*.

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Staff and City contractor's access to the City's records will be in accordance with designated access requirements, security classifications and the Recordkeeping Operational Guidelines.

The general public's access to the City's records by the will be in accordance with the *Local Government Act 1995* and the *Freedom of Information Act 1992*.

5.3 Contractual and outsourcing obligations

All contractual arrangements are to ensure the City's ownership of its records. This should be outlined in the Tender documentation and in the City of Kwinana – Terms and Conditions for the Supply of Goods or Services.

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5.4 Retention and Disposal actions:

All records within the record-keeping system maintained by the City are to be disposed of in accordance with the State Records Office's General Disposal [Authority Schedule](#) for Local Government Records (GDALG) RD2015-001.

5.5 Records transfer

Records are only to be transferred according to legislative requirements and the transfer is to be recorded in the [relevant](#) record-keeping system.

6. Financial/Budget Implications

There are no specific financial or budget implications associated with this Policy.

7. Asset Management Implications

There are no specific asset management implications associated with this Policy.

8. Environmental Implications

There are no specific environmental implications associated with this Policy.

9. Strategic/Social Implications

Corporate Business Plan [2016—2021](#)

Objective 5.1 – An active and engaged local government focused on achieving the community's vision.

~~Strategy 5.1.1 – Ensure that the City's strategic direction, policies, plans, services and programs are aligned with the community's vision.~~

10. Occupational Safety and Health Implications

There are no specific OSH implications associated with this Policy.

11. Risk Assessment

A risk assessment conducted as part of the Policy review has indicated that the risk to the City by not providing an adequate policy to address the City's record keeping requirements would result in a risk rating of moderate.

It is assessed that the risk rating following the implementation of this policy would result in a risk rating of low.

12. References

Name of Policy	Record Keeping
Date of Adoption and resolution No	28/10/2015 #011
Review dates and resolution No #	13/12/2017 #054 XX/XX/2019
Next review date	XX/XX/2021 13/12/2019
Legal Authority	<i>Local Government Act 1995</i> Section 2.7 – Role of Council
Directorate	City Strategy
Department	Records
Related documents	Acts/Regulations <i>State Records Act 2000</i> <i>Freedom of Information Act 1992</i> State Records Principles and Standards 2002

	<p>Plans/Strategies City of Kwinana Recordkeeping Plan - D16/61667[v2] City of Kwinana Disaster Recovery Plan - D16/65541[v2]</p> <p>Policies Nil</p> <p>Work Instructions List any work instructions relevant to this Policy City of Kwinana Recordkeeping Operational Guidelines D16/67823[v7]</p> <p>Other documents State Records Principles and Standards 2002 (WA)</p>
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Note: Changes to References may be made without the need to take the Policy to Council for review.

17 Urgent Business

COUNCIL DECISION

505

MOVED CR W COOPER

SECONDED CR D WOOD

That Council deal with the two items of urgent business as presented in the Addendum to the Agenda.

CARRIED
8/0

17.1 WA Local Government Association (WALGA) Annual General Meeting 2019

DECLARATION OF INTEREST:

Deputy Mayor Peter Feasey declared an impartiality interest due to his supervisor being the Minister for Housing.

SUMMARY:

The WA Local Government Association (WALGA) is holding their Annual General Meeting on Wednesday 7 August 2019 at the Perth Convention Exhibition Centre. At the Ordinary Council Meeting held on 8 May 2019, Council resolved to appoint Mayor Carol Adams and Councillor Sandra Lee as the City of Kwinana delegates who will vote on the matters raised at the Annual General Meeting on behalf of the City of Kwinana. WALGA have been notified of the names of the delegates appointed.

The Agenda for the WALGA Annual General Meeting has been issued and is detailed in Attachment A. Section three of the agenda outlines the nine 'Consideration of Executive and Member Motions' that the delegates must vote on. Council will need to provide guidance to delegates on whether they support or not support the proposed motions.

OFFICER RECOMMENDATION:

That Council delegates vote the following way for the items identified in the 'Consideration of Executive and Member Motions' in the 2019 WA Local Government Association Annual General Meeting agenda on 7 August 2019:

- 3.1 Coastal Erosion – support
- 3.2 Department of Housing Leasing Residential Property to Charitable Organisations – support, motion to be moved by City of Kwinana delegate
- 3.3 Motorist Taxation Revenue and Spending in WA –support in part, propose an amendment to the motion to remove "\$845m" as this refers only to the backlog for state government roads
- 3.4 Biosecurity Groups (RBGs) – support

17.1 WA LOCAL GOVERNMENT ASSOCIATION (WALGA) ANNUAL GENERAL MEETING 2019

- 3.5 WALGA Members Support for Waste to Energy – support in part, propose an amendment to the motion to remove “continue to support Western Australia’s Waste Avoidance and Resource Recovery Strategy 2030 and” to reflect Council’s adopted position.
- 3.6 Membership of Development Assessment Panels –support in part, propose an amendment to the motion to remove “investigate” and replace with “advocate” to better reflect WALGA’s role.
- 3.7 Review of the Mining Act 1978 –propose an alternative motion as follows:
That WALGA requests that the Hon. Bill Johnson, Minister for Mines and Petroleum, undertakes a review of the *Mining Act 1978* with a view to maximising the benefits to local communities.
- 3.8 Financial Assistance Grant – support
- 3.9 Third Party Appeal Rights – propose an alternative motion as follows:
That the Position Statement be referred back to WALGA officers to provide an evidence case to support the need for change, the expected benefits, and an analysis of the implications of change in terms of cost, resource and timeframes by utilising the experience of other States where third party appeals exist and applying that to the system proposed.

DISCUSSION:

The City of Kwinana has voting rights as a member of the WALGA South Metropolitan Zone. Council’s voting delegates are Mayor Carol Adams and Councillor Sandra Lee. If, for some reason, the delegates are absent, Councillor Dennis Wood and Councillor Matthew Rowse were appointed as proxy voting delegates. The WALGA Annual General Meeting will be held on 7 August 2019 and there are a number of agenda items, as detailed in Attachment A, which Council will need to provide the delegates with an indication of whether they support or not support these items.

City Officers have provided the following comments on the ‘Consideration of Executive and Member Motions’:

3.1 Coastal Erosion

The motion aims to advocate to the Federal and State Governments to introduce a national funding formula to manage and maintain the coast and for Councils to have the capacity to address climate impacts, include coastal hazard in the list of disabilities in the Financial Assistance Grants, develop an intergovernmental agreement for coastal zone management, creation of a National Coastal Policy and increase the funding for Australian climate science research programs.

As the motion is seeking additional Financial Assistance Grants (FAGs) then City Officers support the motion, however there is a risk that coastal hazards is added as a disability factor without a consequential increase in FAGs, in which case there would be less funds available to be allocated to each local government.

City of Kwinana Officers support the motion.

17.1 WA LOCAL GOVERNMENT ASSOCIATION (WALGA) ANNUAL GENERAL MEETING 2019

3.2 Department of Housing Leasing Residential Property to Charitable Organisations

At the 22 May 2019 Ordinary Council Meeting, Council resolved:

That Council endorse the following notice of motion and submit to WALGA for inclusion in the Annual General Meeting held on 7 August 2019:

WALGA advocate to the Minister for Housing to:

- 1. Cease the policy of the Department of Housing leasing their housing assets to charitable/not for profit organisations who are then eligible for charitable local government rate exemptions; or*
- 2. Provide local governments with a rate equivalent payment annually as compensation for the loss of rates income; or*
- 3. Include in the lease agreements with charitable institutions that they must pay local government rates on behalf of the Department of Housing recognising the services local government provides to its tenants.*

The motion included in the WALGA Annual General Meeting 2019 is in accordance with the Council resolution, there has been no changes that have been made to the Council resolution.

The motion to be moved by City of Kwinana delegate.

3.3 Motorist Taxation Revenue and Spending in Western Australia (WA)

The motion is to increase the distribution of funding from revenue (at least a minimum of 50%) collected from WA motorists to remediate the road maintenance backlog and address congestion and road trauma. The report states that in 2021/2022, the projection is that WA motorists are estimated to pay \$3.3 billion in motoring taxes (GST, luxury car tax, excise on petrol and diesel and passenger motor vehicles customs duty) however will only receive \$562 million for road and transport projects from the Federal Government (equates to 17 cents in the dollar). The motion includes that the State and Federal Government conduct an inquiry into road user pricing as previous studies have found that the current pricing is unsustainable and inefficient.

City of Kwinana Officers support the motion in part, and propose an amendment to the motion to remove “\$845m” as this refers only to the backlog for state government roads.

3.4 Biosecurity Groups (RBGs)

The motion revokes WALGA’s current policy position of not supporting Recognised Biosecurity Groups (RBGs) and allows each local government to decide whether they support or not support the establishment of RBGs due to 16 currently existing over 61 local governments.

City of Kwinana Officers have no comment and support the motion.

3.5 WALGA Members Support for Waste to Energy

The motion is for the State Government to explore alternative options and outline the incentives that will be established to eliminate the reliance on landfill, in non-metropolitan areas in particular (which are receiving metropolitan waste and other waste that is being generated by industries such as mining and construction).

17.1 WA LOCAL GOVERNMENT ASSOCIATION (WALGA) ANNUAL GENERAL MEETING 2019

The motion recommends that WALGA continue to support Western Australia's Waste Avoidance and Resource Recovery Strategy 2030 (Waste Strategy). The City made detailed submissions on the draft Waste Strategy outlining a number of deficiencies which were not rectified in the final draft. The deficiencies include the impractical resource recovery targets proposed given the lack of local processing and recycling facilities, particularly given the restrictions proposed within the Waste Strategy on the operation of waste to energy plants. As such the inclusion of continued support for the Waste Strategy is not in line with the City's adopted position.

City of Kwinana Officers propose an amendment to the motion to remove "continue to support Western Australia's Waste Avoidance and Resource Recovery Strategy 2030 and".

3.6 Membership of Development Assessment Panels

The motion aims to increase the local government membership in Development Assessment Panels to have equal representation between local knowledge and technical advice. The Chairperson would have a casting vote if the members' votes of the Development Assessment Panel were tied.

City of Kwinana Officers propose an amendment to the motion to remove "investigate" and replace with "advocate" to better reflect WALGA's role.

3.7 Review of the *Mining Act 1978*

The motion requests that the Minister for Mines and Petroleum reviews the *Mining Act 1978*, including addressing impacts on the community for fly-in fly-out (FIFO) and drive-in drive-out (DIDO) workers and for local governments to enter into a mandatory memorandum of understanding (MOU) with the applicant to contribute to local infrastructure.

Given that the impacts of mining on each community is different, and individual local governments may or may not want to be left with legacy projects to resource and maintain, it is recommended that the motion be simplified to require the review of the *Mining Act* to consider how benefits to local communities may be maximised.

City of Kwinana Officers propose an alternative motion as follows:

That WALGA requests that the Hon. Bill Johnson, Minister for Mines and Petroleum, undertakes a review of the *Mining Act 1978* with a view to maximising the benefits to local communities.

3.8 Financial Assistance Grant

The motion requests that the Minister of Local Government lobby the Federal Government to reintroduce the Financial Assistance Grants to be 1% of the Commonwealth Taxation Revenue. The report states that the Australian Local Government Association (ALGA) has the increase of the Financial Assistance Grants funding to 1% as one of their areas of advocacy.

City of Kwinana Officers have no comment and support the motion.

17.1 WA LOCAL GOVERNMENT ASSOCIATION (WALGA) ANNUAL GENERAL MEETING 2019

3.9 Third Party Appeal Rights

The motion seeks an amendment to the Third Party Appeals Process Preferred Model to include that third parties can appeal decisions that are made by the Western Australian Planning Commission and the State Administrative Tribunal as well as Development Assessment Panels. The report includes the response by the Minister for Transport; Planning; Lands, which outlined her concerns regarding “unnecessary complexity and red tape third party appeal rights would add to the planning system, which is contrary to the objectives of the Government’s commitment to planning reform”.

The current policy position Of WALGA does not present a sufficient evidence base to convince the Minister for Planning of the merits of Third Party Appeals. At the South Metropolitan Zone, City of Kwinana delegates successfully moved for the policy position to be referred back to WALGA for further development. Unfortunately this position was not supported at State Council. It is recommended that City’s AGM delegates attempt to move the same motion as an alternative to the City of Bayswater motion.

City of Kwinana Officers propose an alternative motion as follows:

That the Position Statement be referred back to WALGA officers to provide an evidence case to support the need for change, the expected benefits, and an analysis of the implications of change in terms of cost, resource and timeframes by utilising the experience of other States where third party appeals exist and applying that to the system proposed.

LEGAL/POLICY IMPLICATIONS:

Elected Members and Officers Representing Council or the City as Delegates Council Policy

Scope: Elected Members and Officers representing Council or the City as delegates are not empowered to commit Council or the City to any course of action unless provided with specific authority of Council or until such time as Council has approved of such action through Council’s normal process.

FINANCIAL/BUDGET IMPLICATIONS:

No financial/budget implications have been identified as a result of this report or recommendation.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications that have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

17.1 WA LOCAL GOVERNMENT ASSOCIATION (WALGA) ANNUAL GENERAL MEETING 2019**STRATEGIC/SOCIAL IMPLICATIONS:**

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Civic Leadership	5.1 An active and engaged Local Government, focussed on achieving the community's vision

COMMUNITY ENGAGEMENT:

There are no community engagement implications as a result of this report.

PUBLIC HEALTH IMPLICATIONS:

There are no public health implications as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Not being advised by Council on how to vote on matters raised at the Annual General Meeting
Risk Theme	Inadequate engagement practices
Risk Effect/Impact	Service Delivery Reputation
Risk Assessment Context	Strategic
Consequence	Moderate
Likelihood	Unlikely
Rating (before treatment)	Low
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Ensure Delegates are available to attend to vote
Rating (after treatment)	Low

17.1 WA LOCAL GOVERNMENT ASSOCIATION (WALGA) ANNUAL GENERAL MEETING 2019

COUNCIL DECISION

506

MOVED CR S MILLS**SECONDED CR W COOPER**

1. That Council delegates vote the following way for the items identified in the 'Consideration of Executive and Member Motions' in the 2019 WA Local Government Association Annual General Meeting agenda on 7 August 2019:
 - 3.1 Coastal Erosion – support
 - 3.2 Department of Housing Leasing Residential Property to Charitable Organisations – support, motion to be moved by City of Kwinana delegate
 - 3.3 Motorist Taxation Revenue and Spending in WA –support in part, propose an amendment to the motion to remove "\$845m" as this refers only to the backlog for state government roads
 - 3.4 Biosecurity Groups (RBGs) – support
 - 3.5 WALGA Members Support for Waste to Energy – support in part, propose an amendment to the motion to remove "continue to support Western Australia's Waste Avoidance and Resource Recovery Strategy 2030 and" to reflect Council's adopted position.
 - 3.6 Membership of Development Assessment Panels –support in part, propose an amendment to the motion to remove "investigate" and replace with "advocate" to better reflect WALGA's role.
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 - 3.9 Third Party Appeal Rights – propose an alternative motion as follows:
That the Position Statement be referred back to WALGA officers to provide an evidence case to support the need for change, the expected benefits, and an analysis of the implications of change in terms of cost, resource and timeframes by utilising the experience of other States where third party appeals exist and applying that to the system proposed.
2. That prior to the Annual General Meeting, Council formally advises WA Local Government Association of the City's proposed amendments regarding the 'Consideration of Executive and Member Motions' in the 2019 WA Local Government Association Annual General Meeting agenda.

CARRIED
8/0

NOTE – That the Officer Recommendation has been amended to include point 2, to formally advise WALGA of the City's proposed amendments to the 'Consideration of Executive and Member Motions' in the 2019 WALGA Annual General Meeting agenda.



AGENDA

Annual General Meeting

Wednesday 7 August 2019

Perth Convention Exhibition Centre Perth

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AGENDA

WALGA

Annual General Meeting

**to be held at the
Perth Convention Exhibition Centre
21 Mounts Bay Road, Perth
Riverside Theatre (Level 2)**

**Wednesday 7 August 2019
at 1.30 pm**

1. Meeting Program

- 1:30pm** **Welcome address by WALGA President, followed by Welcome to Country and the National Anthem**
- 1:45pm** **Announcement of Local Government Honours for:**
- Life Membership
 - Eminent Service Award
 - Long and Loyal Service Award
 - Local Government Merit Award
 - Local Government Distinguished Officer Awards
- Recipients are invited on to stage for presentation and group photograph
- 2:05pm** Presentation of Local Government Diploma and Scholarships
- 2:15pm** Presentation of Local Government Diploma Alumni Pins
- 2:20pm** Anzac Day Awards
- 2:30pm** Most Accessible Community Awards
- 2:35pm** LGIS Report to the AGM
- 2:40pm** Introduction of WALGA State Council by Nick Sloan
- 2:50-3:20pm** **Afternoon Refreshments in Riverside Theatre Foyer**
- 3:20pm** Cr Lynne Craigie OAM, President, WALGA – Annual Report
- 3:30pm** Address from Hon David Templeman MLA, Minister for Local Government; Heritage; Culture and the Arts
- 3:40pm** Address from Hon. Liza Harvey MLA, Leader of the Opposition
- 3:50pm** Address from Mayor David O’Loughlin, President, Australian Local Government Association
- 4:00pm** **AGM Business Session Commences:**
- Attendance, Apologies and Announcements;
 - Confirmation of Minutes from last AGM (Attachment 2);
 - Adoption of Annual Report;
 - Consideration of 2018/2019 Financial Statements; and
 - Consideration of Executive and Member Motions
- 5:15pm** **Close of Annual General Meeting**

1.1 Annual General Meeting – Order of Proceedings

Record of Attendance and Apologies

Announcements

Confirmation of Minutes

Minutes of the 2018 WALGA Annual General Meeting are contained within this AGM Agenda.

DRAFT MOTION:

That the Minutes of the 2018 Annual General Meeting be confirmed as a true and correct record of proceedings.

2.0 Adoption of Annual Report

DRAFT MOTION:

That:

- 1. The 2019 Annual Report be received; and,**
- 2. The 2018/19 Financial Statements be received.**

3.0 Consideration of Executive and Member Motions

As per motions listed.

4.0 Closure

3. Consideration of Executive and Member Motions

3.1 Coastal Erosion

Shire of Gingin Delegate to move:

MOTION

That WALGA advocate to the Federal and State Governments with respect to the importance of responding to the increasing challenges faced by Coastal Councils, and develop policy initiatives to include:

- 1. Introduction of a national funding formula to provide the resources necessary to manage and maintain the coast effectively on behalf of all Australians, including the funds needed to increase the adaptive capacity of Councils to address climate impacts.**
- 2. Allocation of additional Financial Assistance Grants to address coastal hazards, and broadening of the range of 'disabilities' listed under Financial Assistance Grants to include factors such as the vulnerability of coastal areas and communities to coastal hazards.**
- 3. Development of an intergovernmental agreement on the Coastal Zone that will provide a co-ordinated national approach to coastal governance through and in cooperation with Australian state, territory and local governments and clearly define the roles and responsibilities of each tier of government in relation to coastal zone management.**
- 4. Creation of a National Coastal Policy, the basis of which is formed by the intergovernmental agreement on the Coastal Zone, that outlines the principles, objectives and actions to be taken to address the challenges of integrated coastal zone management for Australia.**
- 5. An increase in funding for Australian climate science research programs conducted by CSIRO and other research bodies, including the restoration of funding for the National Climate Change Adaption Research Facility or establishment of a similar body, and continuing support for *CoastAdapt*. This is essential to ensure that appropriate guidance in responding to coastal hazards is accessible by Australia's coastal Councils so that coastal communities and assets are adequately prepared to address the adverse effects of climate change impacts.**

IN BRIEF

- WALGA advocate for more resources to be provided to Coastal Councils to manage coastal hazards.
- Intergovernmental Agreement to develop a coordinated national approach to Coastal Issues.

MEMBER COMMENT

Many Western Australian Local Governments attended the Australian Coastal Councils Conference in NSW earlier this year. From this conference it was clear that other State Governments are working more closely with Local Governments to provide guidance, advice and funding to help manage coastal hazards, including storm erosion, shoreline recession and coastal inundation.

This conference also clearly outlined the fact that there is no coordinated Federal, State and Local Government Policy outlining clear responsibilities, which essentially leaves Councils in a very uncertain situation with respect to how to deal with the coastal issues that they face.

The estimated cost of coastal hazards is unprecedented and yet there is no clear direction at the Commonwealth level as to responsibilities or action plans. In nearly all instances it is being advised/proposed that retreat is the preferred method of dealing with coastal hazards, yet the financial cost of this option eclipses the cost of performing minor works to alleviate the issue for the short to medium term.

Without entering into a debate about sea-levels rising, we all acknowledge that the climate is changing and all coastal Councils in WA are being affected in some way or another that is directly impacting their residents and ratepayers. It should be noted that this matter will not only affect coastal Councils but other Council that will be affected by the ingress of water such as those located on coastal estuaries.

As such, it is requested that WALGA, whilst continuing to work in this space, has a strong focus on the recommendation above which will provide coastal Councils with the necessary support, tools, advice, resources and financial backing to work through these issues in a coordinated manner.

WALGA SECRETARIAT COMMENT

In 2013 the Western Australian Planning Commission (WAPC) adopted a significantly revised *State Planning Policy 2.6: State Coastal Planning Policy*. This policy was revised largely in response to a growing scientific consensus that increasing sea levels and storm intensities will cause more frequent coastal inundation, storm erosion and shoreline recession in coastal areas. A recent report published by the [Climate Council](#) emphasises these challenges.

In particular, the revised state coastal policy introduced new policy measures which require Local Governments to:

- a) Show due regard to coastal hazards when assessing new development proposals, or making or amending a new planning scheme
- b) Prepare strategies (Coastal Hazard Risk Management and Adaptation Plans) to preserve public interests in coastal areas, and
- c) Inform landholders of coastal hazard risks.

WALGA has been working with its members for a number of years to help Local Governments meet these responsibilities. Key activities include:

- Preparation of *Local Government and Coastal Land Use Planning: Discussion Paper* (2014)
- Preparation of *Disclosing Hazard Information: The Legal Issues* (2017)
- Establishment of the Local Government Coastal Hazard Risk Management and Adaptation Planning (CHRMAP) forum, which meets every three months to discuss common issues with member officers and progress key actions
- Submissions to the Department of Planning Lands and Heritage on the Draft Planned and Managed Retreat Guidelines (2017) and CHRMAP Guidelines (2019), and
- Preparation of *Local Government Coastal Hazard Planning Issues Paper* (in draft).

It is the secretariat's view that the requested advocacy activities, outlined in this motion, generally align with and are complementary to, the direction being pursued by members through the Local Government CHRMAP forum to seek additional resources and pursue collaborative approaches with other levels of government to manage coastal hazard risk.

The motion also aligns with:

1. Recommendations made by a [Commonwealth Government parliamentary inquiry](#) in 2009
2. Advocacy being pursued by the [Australian Coastal Councils Alliance](#)
3. WALGA's climate change advocacy, outlined in WALGA's [Policy Statement on Climate Change](#), adopted by WALGA State Council in 2018, and
4. The State Government's intent to formulate a new [climate change policy](#)

3.2 Department of Housing Leasing Residential Property to Charitable Organisations

City of Kwinana Delegate to move:

MOTION

WALGA advocate to the Minister for Housing to:

- 1. Cease the policy of the Department of Housing leasing their housing assets to charitable/not for profit organisations who are then eligible for charitable Local Government rate exemptions; or**
- 2. Provide Local Governments with a rate equivalent payment annually as compensation for the loss of rates income; or**
- 3. Include in the lease agreements with charitable institutions that they must pay Local Government rates on behalf of the Department of Housing recognising the services Local Government provides to its tenants.**

IN BRIEF

- Department of Housing policy and practice to lease housing assets, to not for profit organisations is eroding Local Governments' rate base.

MEMBER COMMENT

The Department of Housing contribute to Local Government rates and do not receive the charitable rate exemption outlined in the *Local Government Act 1995*. It should be noted however that land that is held by the Crown and used for public purposes, is not rateable in accordance with section 6.26(2)(a)(i) of the *Local Government Act 1995*.

The Department of Housing own a large residential housing portfolio in Kwinana and have been paying local government rates for the tenants to access services (such as Library, crèche services, Zone Youth Space, roads and footpaths, parks and reserves) and programs (through the Community Centres, Zone, Library, free events). The standard of services and programs that the City offer is in line with community expectations. A reduction in rate revenue, which is predominantly the revenue source that funds these services, will increase the cost burden onto the remaining ratepayers to pay for these services and programs or result in a reduced standard of service to the community.

Prior to May 2019, the Department of Housing had 13 properties that were exempt from rates due to the Department of Housing leasing these properties to charitable/not for profit organisations, which is estimated to cost the City around \$20,000 annually in lost rate revenue. At the 8 May 2019 Ordinary Council Meeting, Council approved rate exemptions for another 31 Department of Housing properties as a result of these being leased to charitable/not for profit organisations, which is estimated to result in approximately an additional \$85,000 annually in lost rate revenue.

City Officers have undertaken a preliminary review of the types of properties that the Department of Housing own and has estimated that there are 338 residential properties that could be leased to charitable/not for profit organisations. If the Department of Housing entered into an agreement with a charitable organisation to manage these 338 properties and they applied for a rate exemption, the estimated annual loss of rate revenue is \$585,000.

Overall, the potential annual loss of rates revenue from the Department of Housing continuing with this business practice could be up to \$690,000. If the City maintained the same level of service, programs and capital schedule, the shortfall from the annual loss of rates revenue would equate to a 1.85% rate increase for the remaining ratepayers. A loss of this amount would be a major risk under the City's risk assessment framework.

The properties that have been granted charitable rate exemptions are still using the services and accessing programs that are being delivered, however they are not contributing towards this through rates. Each charitable rate exemption reduces the base for rates income and therefore increases the burden on other ratepayers to fund the services provided to the community by a local government. It is recommended that WALGA advocate to the Minister for Housing the negative financial impact that this current Department of Housing policy is having on Local Governments; that exempting these

residential properties from rates is increasing the burden on other ratepayers; and that users of local government services should contribute towards the cost of these, including the State Government.

The City does not receive information from the Department of Housing in regards to the plans for leasing their properties until such time that a lease is entered into. The trend over recent years is that the Department of Housing owned properties are leased to charitable and/or not-for-profit organisations without any rate equivalent payment being made for the local government's loss of rates revenue.

Every Western Australian Local Government is required to apply the provisions of the *Local Government Act 1995* regarding exempt properties, including those for charitable rates exemptions and are potentially facing the same issues with the Department of Housing as the City of Kwinana.

WALGA SECRETARIAT COMMENT

The issue of rate exemptions has been a high priority for the sector in the current Local Government Act Review.

This item from the City of Kwinana is consistent with the current advocacy positions of the Association.

The sectors current policy positions are as follows:

Rating Exemptions – Section 6.26

Position Statement: Request that a broad review be conducted into the justification and fairness of all rating exemption categories currently prescribed under Section 6.26 of the Local Government Act.

Rating Exemptions – Charitable Purposes: Section 6.26(2)(g)

Position Statement: Amend the Local Government Act to clarify that Independent Living Units should only be exempt from rates where they qualify under the Commonwealth Aged Care Act 1997; and either:

- amend the charitable organisations section of the Local Government Act 1995 to eliminate exemptions for commercial (non-charitable) business activities of charitable organisations; or
- establish a compensatory fund for Local Governments, similar to the pensioner discount provisions, if the State Government believes charitable organisations remain exempt from payment of Local Government rates.

Rating Exemptions – Rate Equivalency Payments

Position Statement: Legislation should be amended so rate equivalency payments made by LandCorp and other Government Trading Entities are made to the relevant Local Governments instead of the State Government.

Rating Restrictions – State Agreement Acts

Position Statement: Resource projects covered by State Agreement Acts should be liable for Local Government rates.

3.3 Motorist Taxation Revenue and Spending in WA

Shire of Manjimup Delegate to move

MOTION

To support the independent position of the RAC, that WALGA call on the State and Federal Government to:

1. Provide a fairer distribution of funding from revenue collected from Western Australian motorists (consistently a minimum of 50%) to remediate Western Australia's \$845m road maintenance backlog and tackle the increasing costs of congestion and road trauma, to deliver productivity and liveability outcomes; and
2. Hold an inquiry into road user pricing as part of a broader reform of motorist taxation that would remove revenue raising fees and charges, and / or hypothecate money collected for the provision of transport infrastructure and services.

IN BRIEF

- Fair distribution of funding from motorists to road maintenance, congestion and road safety is sought.
- An inquiry into road user pricing should be established.

BACKGROUND

A 2018 report by Acil Allen Consulting called "Motorist Taxation Revenue and Spending in WA" commissioned by the RAC reveals that over the past twelve years Western Australia has only received back on average 34 cents in every dollar of motoring taxation collected by successive Federal Governments.

Motoring taxation is collected by the Federal Government through:

- GST;
- Luxury Car Tax;
- Excise on petrol and diesel; and
- Passenger motor vehicles customs duty.

In 2016 the Western Australian Auditor General identified that Western Australia was facing an \$845M road infrastructure maintenance backlog and it is widely recognised that the condition of many metropolitan, regional and rural roads are not up to an appropriate standard. Partly supporting this position is that the Western Australian road fatality rate that is 33% higher than the national average, and that Infrastructure Australia is projecting that by 2031 Western Australia will have seven of the top ten most congested roads in Australia.

It is concerning that in 2021/22 the projection is that Western Australia motorists are expected to pay \$3.3b in motoring taxes however in the same year only \$562m is forecast to be returned to fund road and transport projects, a return of 17 cents in the dollar which is the lowest level since 2007/08.

WALGA SECRETARIAT COMMENT

The \$845m road maintenance backlog identified by the Western Australian Auditor General in 2016 relates only to Main Roads WA controlled roads. Additionally there is consistently a shortfall in the amount that Local Governments are able to invest in road maintenance and renewal compared that required to maintain the asset in current condition.

Twenty percent of revenue collected by the State Government from Motor Vehicle Licencing is currently provided to Local Governments through the State Road Funds to Local Government Agreement. The balance of this revenue is hypothecated to Main Roads WA. Under earlier agreements between State and Local Governments up to 27% of motor vehicle licence fee revenue has been provided to Local Governments for the road network. This difference equates to \$67 million per year. Increased Federal funding for road infrastructure would not only result in higher levels of service from State roads but also

create a more favourable environment for achieving higher levels of funding for Local Government roads.

Numerous inquiries into road user pricing and broad reform of motorist taxation have been completed including:

- Productivity Commission 2007 Road and Rail Freight Infrastructure Pricing
- Henry, K *et al* 2009 Australia's Future Tax System
- COAG Road Reform Plan 2013
- Heavy Vehicle Charging and Investment Reform 2014
- Harper, I. *et al* 2015 Competition Policy Review
- Infrastructure Australia 2016, Australian Infrastructure Plan

WALGA has actively contributed to these inquiries including formal submissions endorsed by State Council (for example 65.3/2011 and 249.4/2013).

Each of these inquiries conclude that the current way of funding road infrastructure is unsustainable and inefficient. Increasingly fuel efficient vehicles, and ultimately electric or hydrogen powered vehicles are undermining the revenue base from fuel excise. However, the Federal Government firmly asserts that there is no link or hypothecation of fuel excise revenue to road funding.

The Australian Government is continuing to investigate heavy vehicle road pricing reform through the Transport and Infrastructure Council, which comprises Transport, Infrastructure and Planning Ministers from all jurisdictions, Federal Ministers and the Australian Local Government Association. The current focus is on developing nationally consistent service level standards for roads to provide an evidence base for investment decisions. Studies are also underway looking at independent price regulation and establishing a forward-looking cost base.

If roads are to become a priced utility (like power or water networks) an important consideration would be sustainable funding for low traffic volume roads, all of which are the responsibility of Local Governments. There remains an important role for all levels of government to support the provision of basic road services to ensure social mobility, economic welfare, road safety and public security. Any reforms to road investment and charging arrangements must be mindful of how best to integrate roads as an economic service with roads as a community service obligation.

3.4 Biosecurity Groups (RBGs)

Shire of Bridgetown-Greenbushes Delegate to move

MOTION

That WALGA revokes its current policy position of not supporting the establishment and operations of Recognised Biosecurity Groups (RBGs) and that the decision on whether to support RBGs is to rest with individual Local Governments.

MEMBER COMMENT

A component of WALGA's current policy position on 'biosecurity' is that:

Local Government are not supportive of Recognised Biosecurity Groups (RBGs).

With the establishment of the Biosecurity and Agriculture Management Regulations in 2013 the State Government communicated a new policy setting, being a community coordinated approach to managing biosecurity. In Western Australia Recognised Biosecurity Groups (RBGs) were introduced as the key mechanism to deliver a community coordinated approach, and to manage widespread and established pests in WA.

The Shire of Bridgetown-Greenbushes recognises that when RBGs were initially being established in Western Australia the sector's preference was that the State Government maintains responsibility for the management of pests including providing assistance to land managers and establishment of a biosecurity network. However with the significant establishment of RBGs since 2013 the Shire of Bridgetown-Greenbushes believes it is timely for WALGA to review its current policy position.

Currently there are 16 RBGs established in Western Australia with more being considered for establishment. The 16 current RBGs have a footprint across 61 local governments in Western Australia. As the RBGs are established it is therefore appropriate and at times necessary for the affected local governments to work with the RBG to ensure that the services provided by the RBG are coordinated and compatible with services, works, etc. that are provided by the local government. This working environment and partnership can be compromised by the existence of a sector-wide policy provision that states that Local Government isn't supportive of the existence of the RBG.

With 16 RBGs established and more likely to come it is unlikely that legislation is going to be amended to discontinue this approach to biosecurity management.

The Shire of Bridgetown-Greenbushes proposes that WALGA amend its current policy position by removing the specific part that states that the sector is not supportive of RBGs. Instead the decision on whether to support a RBG should rest with individual Local Governments.

The Blackwood Biosecurity Group (BBG) operates within the boundaries of the Shire of Bridgetown-Greenbushes. The Shire has chosen to recognise and respect the work being done by the BBG noting that the establishment of the BBG wasn't a Shire initiative.

The choice on whether to support the activities of the BBG was a decision that solely rested with the Shire of Bridgetown-Greenbushes. However this decision appears to have left the Shire open to criticism within the sector. In recent times, at various meetings where the subject of RBGs has been on the agenda, including those with WALGA representatives in attendance, there was a view expressed by some that by supporting the BBG the Shire of Bridgetown-Greenbushes is acting in contradiction of

IN BRIEF

- Current WALGA policy position is that local government isn't supportive of Recognised Biosecurity Groups (RBGs).
- Since development of this policy position 16 RBGs have been established in Western Australia, covering land within 61 separate local governments.
- Individual local governments can be discouraged from trying to work with the RBG in its area due to the current sector policy provision.
- It is timely to review the current policy position.

a sector policy provision, is therefore weakening the sector's position and could be seen to be encouraging the extension of RBGs or the establishment of more RBGs in Western Australia.

The Shire of Bridgetown-Greenbushes respects the rights of individual Local Governments to oppose the establishment of, or continuation of a RBG within their areas.

The WALGA policy position on biosecurity groups was determined before the growth in the number of RBGs in Western Australia and therefore it is timely to review that position. All other components of the WALGA policy position on 'biosecurity' can be retained.

SECRETARIAT COMMENT

Correspondence received in May 2019 from the Minister for Agriculture has indicated that the review of the *Biosecurity and Agriculture Management Act (2007)* will occur in the second quarter of 2020.

It is envisaged that the current Policy Position will be reviewed in response to any proposed changes to the Act. The policy review will include the provision of a discussion paper on any potential changes to the Act, and a series of workshops for members across the State in order for members, the WALGA zones, and ultimately State Council, to make their respective determinations.

That said, the change proposed by the Shire of Bridgetown-Greenbushes asserts the primacy of each member to make its own decisions, in accordance with its community's desires and expectations.

3.5 WALGA Members Support for Waste to Energy

Shire of Dardanup Delegate to move:

MOTION

That WALGA continue to support Western Australia's Waste Avoidance and Resource Recovery Strategy 2030 and seek firm commitments from the State Government about how the waste avoidance, resource recovery and diversion from landfill targets will be achieved, including local options for reprocessing, recycling and waste to energy.

In particular these commitments should clearly indicate how the State Government will cease the proliferation of landfills in the non-metropolitan areas which are predominantly taking metropolitan waste or waste generated elsewhere in the state including mining and construction camps. These commitments should encourage alternative options and outline what incentives the Government will put in place to reduce, and eventually eliminate, our reliance on landfill.

IN BRIEF

- Seeking support for the Waste Strategy: Western Australia's Waste Avoidance and Resource Recovery Strategy 2030 from WALGA Members.
- To seek firm commitments from the State Government as to how it will be achieved, including alternative options and incentives to reduce and eventually eliminate reliance on landfill.

ATTACHMENTS

Attachment 1 – Waste Avoidance and Resource Recovery Strategy 2030

http://www.wasteauthority.wa.gov.au/media/files/documents/Waste_Avoidance_and_Resource_Recovery_Strategy_2030.pdf

Attachment 2 – Waste Avoidance and Resource Recovery Strategy Action Plan 2030

http://www.wasteauthority.wa.gov.au/media/files/documents/Waste_Avoidance_and_Resource_Recovery_Strategy_2030_Action_Plan.pdf

Attachment 3 – Waste to Energy Position Statement

https://www.wasteauthority.wa.gov.au/media/files/documents/W2E_Position_Statement.pdf

Attachment 4 – WALGA Waste to Energy Discussion Paper for Local Government

<https://www.dropbox.com/s/7ihc97m8p056nk1/Attachment%20%20-%20W2E%20Discussion%20Paper%20FINAL.pdf?dl=0>

MEMBER COMMENT

- Currently the Strategy sets Targets for these outcomes but does not include a firm plan of how the State Government is going to actually implement and achieve these Targets. The Waste Avoidance and Resource Recovery Strategy Action Plan 2030 ([Attachment 2](#)) also does not provide clarity or concrete actions or incentives to address these targets.
- Building on and updating the first Western Australian Waste Strategy: Creating the Right Environment published in 2012, earlier this year (2019) the State Government released the West Australia's Waste Strategy (Waste Avoidance and Resource Recovery Strategy 2030). Previous State Government Targets have included goals of towards zero waste to landfill by 2020. This may no longer be achievable, however there has been positive trends in waste figures as included in Table 1 on page 9 of the Waste Strategy:

Table 1: Changes in waste generation and landfill in Western Australia, 2010–11 and 2014–15 (Hyder, 2013 & ASK Waste Management, 2017)

	2010–11	2014–15	Percentage change
Generation – total	6.53 million tonnes	6.23 million tonnes	↓5%
Generation – per capita	2,764 kilograms	2,437 kilograms	↓12%
Waste to landfill	4.49 million tonnes	3.61 million tonnes	↓20%
Resource recovery	2.04 million tonnes	2.62 million tonnes	↑28%

- Increases in FOGO and other recycling efforts have improved resource recovery significantly up 28%, whilst per capita generation is down 12%. The knock on effect is that there was a fifth (20%) less waste going to landfill in 2014/15 than in 2010/11. However, there have been questions raised regarding the accuracy of this data and the Department of Water and Environmental Regulation are going to require mandatory reporting by Local Government and industry to address this issue. Even given questions about the data, there is still more than 3.6 million tonnes of waste going to landfill every year.
- To reduce this the Waste Strategy 2030 sets out the following targets:

VISION	Western Australia will become a sustainable, low-waste, circular economy in which human health and the environment are protected from the impacts of waste.		
OBJECTIVES	Avoid Western Australians generate less waste.	Recover Western Australians recover more value and resources from waste.	Protect Western Australians protect the environment by managing waste responsibly.
TARGETS	<ul style="list-style-type: none"> 2025 – 10% reduction in waste generation per capita 2030 – 20% reduction in waste generation per capita 	<ul style="list-style-type: none"> 2025 – Increase material recovery to 70% 2030 – Increase material recovery to 75% From 2020 – Recover energy only from residual waste 	<ul style="list-style-type: none"> 2030 – No more than 15% of waste generated in Perth and Peel regions is landfilled. 2030 – All waste is managed and/or disposed to better practice facilities

Source: Waste Avoidance and Resource Recovery Strategy 2030 page 6

- If these targets are achieved it would result in the following:
 - Total waste generated in 2030 reduced by 20% from 2014/15 figures to 4.98 million tonnes per annum.
 - Only 15% of total waste generated is landfilled (acknowledging that the target is only set for Perth and Peel), the total waste to landfill across the state will be 0.75 million tonnes.
 - Resource recovery is increased to 75%, resulting in 3.74 million tonnes being recovered.
 - That leaves 0.5 million tonnes potentially available for Waste to Energy – which the Strategy notes should only be generated from 'residual waste'. The alternative is that waste to landfill will increase to 1.25million tonnes per annum.
- Whilst the targets are clear, the plan about how this will be implemented is yet to be developed and Local Government and industry will need long term certainty to invest to achieve these targets. The Shire of Dardanup is therefore asking WALGA members to support WALGA to advocate to the State Government for more specific and firm commitments to divert waste from landfill through local options for reprocessing, recycling and waste to energy.
- In this regard, the Waste Authority recognises the benefits in siting waste infrastructure close to the source of waste generation. Benefits include reduced transport impacts from the movement of waste, such as greenhouse impacts, traffic congestion and community amenity (Waste Authority's Waste to Energy Position Statement, 2013 - [Attachment 3](#)). It is therefore important that **local options** for reprocessing, recycling and waste to energy are considered an essential component in achieving the Waste Strategy's targets. Not taking action and continuing with the status quo will mean waste is transported hundreds or even thousands of kilometres to be disposed of in the

regions, rather than being dealt with at source. By considering smaller scale local options it would provide opportunities for reduction at source and also assist communities in the regions to reduce their waste to landfill.

- Considering the above, without Waste to Energy (WtE) and significant improvements in resource recovery, there would still be 25% or 1.25million tonnes state-wide of waste being sent to landfill. According to a 2013 discussion paper ([Attachment 4](#)) prepared for WALGA by the Municipal Waste Advisory Council (MWAC), a standing committee of the Association with delegated authority to represent the Association in all matters relating to solid waste management, WtE could reduce the weight of waste by 70-80% and the volume of waste by 90%.
- The Waste Authority considers best practice WtE processes to be a preferable option to landfill for the management of residual waste but not at the expense of reasonable efforts to avoid, reuse, reprocess or recycle waste. WtE has the potential to divert substantial volumes of waste from landfill (and thereby support the delivery of Waste Strategy targets) and produce a beneficial product (Waste Authority's Waste to Energy position Statement, 2013).
- To address this it is important that options for reduction in the amount of waste going to landfill also consider smaller waste to energy plants that could be located within regional areas to reduce reliance on landfill. Initial investigations indicate that current available technologies could provide opportunities for smaller plants to be established that would use about 500kg of Municipal Solid Waste per hour or about 4,400 tonnes per annum. Such facilities could be located across regional areas and reduce waste to landfill but also provide for energy generation.
- It is recommended that the alternative options outlined in this item be incorporated into the Waste Strategy's Action Plan 2030 with specific incentives put in place by the Government to ensure we reduce, and eventually eliminate, our reliance on landfill.

SECRETARIAT COMMENT

The Shire of Dardanup should be commended for their initiative and identification of key issues such as the need to control the development of new landfills, to support the Strategy Targets, and to develop local solutions to divert material from landfill for material and energy recovery.

3.6 Membership of Development Assessment Panels

Shire of Mundaring Delegate to move:

MOTION

That WALGA investigate increasing Local Government membership in Development Assessment Panels

MEMBER COMMENT

At its meeting of 3 March 2018, the Shire of Mundaring Council resolved to:

“Advise WALGA that it recommends WALGA investigate increasing local government membership in Development Assessment Panels, rather than advocate for the introduction of Third Party Appeal Rights.”

The Shire will be reconsidering its position in relation to Third Party Appeal Rights at its meeting on the 11 June 2019; its position on seeking WALGA investigate increasing local members on DAP however remains unchanged.

The Department for Planning’s website states:

As a key component of planning reform in Western Australia, Development Assessment Panels (DAPs) are intended to enhance planning expertise in decision making by improving the balance between technical advice and local knowledge.

Development Assessment Panels (DAPs) comprise three technical experts in planning (one of whom chairs the meeting) and two elected members from the local government in which the DAP applies. This is not a balance and there could be various membership options that WALGA could explore, with some likely to be more palatable to the State than others.

For example, an equal number of local elected members and planning professionals on a DAP would demonstrate respect for the expertise of local members in applying planning regulations to a proposed development. It would demonstrate that local elected members have views of equal importance to those of the other Panel members.

Equal numbers of members could result in a tied vote with the Chairperson having a deciding vote. That would not diminish the importance of a balanced number of local representatives and planning experts participating in the decision making process.

DAPs are public meetings. Community members attend to take the opportunity to briefly address the Panel and to listen to the reasons why the decision is made.

Appointing additional elected member/s to DAPs means community members would have local experts and three planning experts explain how the proposed development would impact on a local area and what conditions, if any, are justifiably imposed. This would be educative for the community, strengthen transparency and increase public respect for the DAP process.

SECRETARIAT COMMENT

The Minister for Planning initiated several amendments to Development Assessment Panels (DAPs) to improve their efficiency and operation. The majority of the changes were *“primarily administrative to ensure the system remains flexible and responsive, while more clearly communicating DAP decisions to the public”* ([Changes-to-the-DAP-system-announced.aspx](#)), and did not include changes to DAP membership.

IN BRIEF

- DAP includes 3 experts and 2 elected members, which is considered by DoPLH as a balanced decision-making framework;
- There is a need to strengthen transparency and increase public respect for the DAP process;
- It is proposed that WALGA advocate for increasing local government membership on DAP.

A previous 2016 AGM resolution was for WALGA to advocate for consideration of a series of reforms, in the event that DAPs remain in place, to ensure greater accountability, transparency and procedural fairness for ratepayers through the Panel's assessment and decision making processes. One of the reforms specifically sought a change that would require equal membership on the DAP between Local Government and Appointed Specialist members with an independent chair approved by both State and Local Governments.

At the same 2016 AGM, WALGA was also requested to advocate for an independent review of the decision making within the WA planning system, looking at the roles and responsibilities of State and Local Government and other decision making agencies, Development Assessment Panels and the State Administrative Tribunal appeal process

In December 2016, two reports were presented to WALGA's State Council, one on the review of the entire planning system (Resolution 108.6/2016), followed by one on the possible improvements to the DAPs system (Resolution 109.6/2016). The report on the review of Decision Making within the WA Planning System also resolved to undertake research on third party appeals around Australia and further consult with members regarding its current policy position. The Association prepared a discussion paper which provided background on the development of WALGA's position and a review of the arguments both for and against third party appeals which was then circulated to the Local Government sector for comment and feedback during 2017.

At the May 2018 WALGA State Council meeting, it was resolved to amend the policy position to support the introduction of Third Party Appeal Rights for decisions made by Development Assessment Panels (DAPs) (Resolution 37.2/2018). The following resolutions were made: -

1. Note the results of the additional consultation with members on the possible introduction of Third Party Appeal Rights into the Planning System;
2. Based on the feedback received, amend its current policy position to support the introduction of Third Party Appeal Rights for decisions made by Development Assessment Panels;
3. Provide the State Government with the outcomes of this consultation and advocate for the introduction of Third Party Appeal Rights for decisions made by Development Assessment Panels as part of the upcoming Independent Planning Reform process; and
4. Further consult with members to provide more clarity on the exact details of the criteria that would need to be established, before any system of Third Party Appeals for decisions made by Development Assessment Panels is implemented by the State Government.

At its May 2019 meeting (Resolution 44.4/2019), WALGA's State Council considered a 'Preferred Model' and resolved that WALGA:

1. Continues to advocate for the State Government to introduce Third Party Appeal Rights for decisions made by Development Assessment Panels, and
2. Endorses the 'Preferred Model' as presented in the May 2019 Agenda, as the Third Party Appeals process for decisions made by Development Assessment Panels and in future give consideration to broadening Third Party Appeal Rights to other parties relating to Development Assessment Panel decisions.

The Shire of Mundaring proposal to have equal representation may achieve an actual balance between technical advice and local knowledge, as espoused as the objective of the DAP framework. This would be a beneficial improvement to the DAP system, particularly in the event that the State is unwilling to pursue any introduction of Third Party Appeal Rights to DAP decisions. The Minister for Planning has advised that Third Party Appeal rights would not be considered by the Government as it would add unnecessary complexity and red tape to the planning framework, contrary to the intent of the current planning reform process.

3.7 Review of the *Mining Act 1978*

Shire of Dundas Delegate to move

MOTION

That:

1. **WALGA requests that the Hon. Bill Johnston, Minister for Mines and Petroleum, undertakes a review of the outdated *Mining Act 1978* and that the revision address FIFO and DIDO, and its impact on local communities; and**
2. **The Mining application process includes a mandatory MOU with the Local Government which would be overseen by the Auditor General to ensure fairness to the Community by having the mining company contribute to local infrastructures as a Legacy project.**

IN BRIEF

- FIFO and DIDO to be limited in a reviewed Mining Act, similar to the Stronger Resource Communities Act in Qld <https://www.legislation.qld.gov.au/view/whole/pdf/inforce/current/act-2017-028>
- That an MOU with Councils is addressed as a compulsory part of the mining application process
- That the MOU forms part of the Audit process of the relevant Local Government

MEMBER COMMENT

As a Local Government we have felt and seen the impact of mine closures and factors out of our control and how this can devastate a small community; This has significant flow on effects from lack of volunteers to support fighting bush fires in our 95,000 square kilometres of currently unmanaged, UCL land, lack of volunteers to support St Johns Ambulance services, to reducing the capacity of our school through a steady decline in numbers. Businesses have closed, as have Government Departments as the population declines.

We are not advocating a total elimination of FIFO and DIDO as this would be an unrealistic approach.

We seek the Minister's support as a matter of urgency to make our small communities sustainable.

SECRETARIAT COMMENT

The Association provided an interim submission to the Education and Health Standing Committee Inquiry into mental health impacts of FIFO work in October 2014. This inquiry was in response to the suicides of nine FIFO lives in the Pilbara region of WA.

The submission reinforced support for the implementation of the key recommendations of the 2013 House of Representatives Standing Committee Senate Inquiry report, *Cancer of the bush or salvation for our cities*. That Inquiry recommended research to be undertaken by the Commonwealth Government to determine the socio economic impact of FIFO work practices, accurate measurement of the impact of FIFO on existing on infrastructure and services, and strategies to address current inequities in infrastructure and sustainability of regional medical services health service delivery.

3.8 Financial Assistance Grant

Shire of Dundas Delegate to move

MOTION

That WALGA requests the Hon. Minister of Local Government and Communities David Templeman to assist all Local Governments to Lobby the Federal Government to retain the Financial Assistance Grant at one percent of the of Commonwealth Taxation Revenue.

MEMBER COMMENT

The Shire of Dundas feels the current funding arrangements for Local Government are no longer fit for purpose.

The roles and responsibilities of Local Government has grown significantly. The main funding available from the Australian Government (the Financial Assistance Grants) has consistently declined from a level equal to 1% of Commonwealth Taxation Revenue (CTR) in 1996 to just 0.55% of CTR today.

The Australian Government collects approximately 82% of Australia's tax revenue and is responsible for just one tenth of Australia's public infrastructure assets.

Local councils raise 3.6% of taxes and are responsible for 33% of public infrastructure, including 75% of Australia's roads

3.6% of the tax take is not adequate funding to unlock the potential of our communities. The decline in the Financial Assistance Grants funding has left local councils worse off struggling to meet increasing demand on local infrastructure and services and impacting their ability to build and maintain essential infrastructure to the higher standard required today.

The result is increased pressure on rates and council budgets, making it harder to maintain community services and infrastructure.

There is a current infrastructure backlog of \$30+billion dollars. The requirement to upgrade and renew infrastructure built during the 'baby boom' and rapid growth periods in the 60s and 70s is becoming a major problem. New infrastructure is also required to meet the needs of the growing population and to meet productivity and safety requirements.

There are also increasing community expectations related to the type and standards of services available to local communities. This is placing pressure on local governments particularly when they are required to provide services previously provided by the other spheres of government. This is particularly the case in thin markets such as rural and regional areas where, if federal or state governments withdraw services, local government must step in or no one will, as we have seen in recent years.

SECRETARIAT COMMENT

WALGA supports the need for a review of the Financial Assistance Grants (FAGs) system, from the perspective of growing the overall size of the pool.

WALGA has consistently supported advocacy, through ALGA and other channels, for increases in funding from the Commonwealth Government to Local Government through Financial Assistance Grants. WALGA continues to work with ALGA to advocate to increase FAGS funding to 1% of taxation revenue.

IN BRIEF

- Acknowledges the importance of federal funding through the Financial Assistance Grants program for the continued delivery of council services and infrastructure;
- Expresses its concern about the decline in the value of Financial Assistance Grants funding at the national level from an amount equal to around 1% of Commonwealth Taxation Revenue in 1996 to a current figure of around 0.55%.; and
- Calls on all political parties contesting the 2019 Federal Election and their local candidates to support the Australian Local Government Association's call to restore the national value of Financial Assistance Grants funding to an amount equal to at least 1 % of Commonwealth Taxation revenue and therefore to provide a Fairer Share of Federal funding for our local communities.

ALGA's number one priority in their Federal Election advocacy strategy was to restore Financial Assistance Grant funding to one percent of Commonwealth taxation revenue. This remains an ongoing area of advocacy for ALGA.

3.9 Third Party Appeal Rights

City of Bayswater Delegate to move:

MOTION

1. That there be an amendment to the Third Party Appeals Process Preferred Model, being that third parties in addition to Local Governments are able to make an appeal.
2. That there be an amendment to the Third Party Appeals Process Preferred Model, being that third parties are able to appeal decisions made by the Western Australian Planning Commission and the State Administrative Tribunal, in addition to Development Assessment Panels.

IN BRIEF

- Further amendments proposed to the Preferred Model for Third Party Appeals Process

MEMBER COMMENT

The Council has taken a particularly strong stand on this important issue and it is requested that this matter be given further consideration.

SECRETARIAT COMMENT

At its May 2019 meeting, WALGA's State Council considered a 'Preferred Model' and resolved that WALGA:

1. Continues to advocate for the State Government to introduce Third Party Appeal Rights for decisions made by Development Assessment Panels, and
2. Endorses the 'Preferred Model' as presented in the May 2019 Agenda, as the Third Party Appeals process for decisions made by Development Assessment Panels and in future give consideration to broadening Third Party Appeal Rights to other parties relating to Development Assessment Panel decisions.

(Resolution 44.4/2019)

The above resolution was sent to the Minister for Transport: Planning with a copy of the proposed model (as attached).

The May 2019 Agenda item sought to finalise a 'Preferred Model' for appeals on Development Assessment Panel decisions. WALGA's State Council considered several alternative WALGA Zone resolutions, as several Zones proposed alternative 'Preferred Models' for decisions made by DAPs, preferred types of Third Party Appeals and one Zone indicated its opposition to any Third Party Appeals model being introduced, as follows: -

SOUTH METROPOLITAN ZONE

That the Position Statement be referred back to WALGA officers to provide an evidence case to support the need for change, the expected benefits, and an analysis of the implications of change in terms of cost, resource and timeframes by utilising the experience of other States where third party appeals exist and applying that to the system proposed.

GREAT SOUTHERN COUNTRY ZONE

That the Zone opposes Third Party Appeals in relation to Item 5.2 in the May 2019 WALGA State Council Agenda.

EAST METROPOLITAN ZONE

That there be an amendment to the Preferred Model, being that third parties are able to appeal decisions made by the Western Australian Planning Commission and the State Administrative Tribunal, in addition to Development Assessment Panels.

CENTRAL METROPOLITAN ZONE

That WALGA:

1. Continues to advocate for the State Government to introduce Third Party Appeal Rights for decisions made by Development Assessment Panels; and
2. Endorses the original December 2018 'Preferred Model' as the third party appeals process for decisions made by the Development Assessment Panels with the following amendments:
 - a. DOT POINT 1 "which could possibly be expanded later if it proves to be beneficial" to be removed
 - b. DOT POINT 4 to be replaced with "Other affected parties would be able to appeal a DAP decision"

Based on the formal resolutions received and members discussions at Zone meetings, there were a range of options available for State Council to consider at its meeting in May: -

1. Not adopt a Preferred Model until more information on cost and resource implications is provided;
2. Adopt the Preferred Model as presented in the May 2019 Agenda;
3. Adopt the Preferred Model as presented in the May 2019 Agenda, with the amendments suggested by the East Metropolitan Zone, ie ability to appeal decisions made by the Western Australian Planning Commission and the State Administrative Tribunal, in addition to Development Assessment Panels;
4. Adopt the Preferred Model as circulated to members in December 2018;
5. Adopt the Preferred Model as circulated to members in December 2018, with the amendments suggested by the Central Metropolitan Zone;
6. Adopt the Preferred Model with different amendments (any amendments discussed by State Council);
7. Not adopt any Preferred Model but still advocate for Third Party Appeal Rights for DAPs decisions
8. Adopt a different Third Party Appeal model (ie wider than just for DAPs);
9. Consult the sector again on what model of Third Party Appeal rights is considered acceptable given the wide range of views;
10. Return to the pre-May 2018 position, where any Third Party Appeal rights are not supported

The preferred approach by State Council was to adopt the Preferred Model as presented in the May 2019 Agenda, as it would provide the starting point for discussion with the State Government about the introduction of Third Party Appeals for Development Assessment Panel decisions.

WALGA provided this position to the Minister for Transport; Planning and the Minister's response was as follows:

I note WALGA's State Council endorsed Preferred Model on this matter, however I maintain concerns regarding the unnecessary complexity and red tape third party appeal rights would add to the planning system, which is contrary to the objectives of the Government's commitment to planning reform.

The Department of Planning, Lands and Heritage received 254 submissions in response to the Green Paper, including many which confirmed the issues and views identified in the Green Paper regarding the current DAP system.

An Action Plan for planning reform which contains a program of initiatives to address the concerns identified by the Green Paper and submissions is currently being finalised by the Department for consideration by Government.

I will make announcements regarding the content of the Action Plan and reform initiatives in the near future.

Preferred Model

Third Party Appeal Rights for decisions made by Development Assessment Panels

Benefits of Third Party Appeal Right for decisions made by Development Assessment Panels

- Only Local Governments will be able to challenge and seek review of DAP decisions that are made contrary to the recommendations of the Responsible Authority Report (RAR) or Council position.
- In future, possible consideration to a broadening of Third Party Appeal Rights to other parties relating to Development Assessment Panel decisions.
- Local Government would be able to appeal a DAP decision and defend the merits of their policies and defend the enforceability of their conditions.
- More transparent process in both decision making and condition setting, resulting in more accountable DAP members.

- Would allow for an appeal to be made on the conditions of approval or refusal
 - i) that may have been removed from a RAR; or
 - ii) added to the decision, particularly where no liaison has occurred with the Local Government for clearing or enforcing the condition; or
 - iii) applied inappropriately i.e. the condition would change the intent or design of the development and therefore a new application should have been lodged.

- Limits appeal rights to larger, more complex applications and would filter out 'smaller' impact applications which could potentially overburden the system.
- Provides the opportunity for additional information to be included in the appeal process, particularly if information was not received before the DAP meeting.
- Provides the ability to challenge any new information being presented at the DAP meeting without the Local Government being able to undertake any assessment of the new information (unassessed revised plans are currently being lodged and approved at meetings).
- Able to appeal the 'Deferral' process being over utilised, i.e. DAPs are tending to defer applications multiple times rather than making a decision to approve or refuse the proposal.
- Can give the Local Government more confidence that the developer will provide a fully complete application and discuss the application with the Local Government first, rather than relying on the DAP to condition the proposal requiring additional critical information.

Appellants in a Third Party Appeal

Should be for

- A Local Government where DAP has gone against the position of Council itself; or
- A Local Government where DAP has gone against the Responsible Authority Report (RAR)

Local Government makes a submission

- SAT would need to ensure that appeals are made on valid planning grounds and are not made for commercial or vexatious reasons.
- The existing Directions Hearing process could be used to see if the appeal has reasonable planning merit, which would assist in providing clarity on what constitutes a valid planning consideration and what would be an invalid planning consideration. The Directions Hearing could consider the appellant's justification for submitting the appeal, in particular, whether the grounds of appeal are supported by documentary evidence or other material (a similar process for justifying the lodgement of an appeal already exists through Section 76 of the *Planning and Development Act 2005*).
 - *** Will need to discuss with SAT the definition of 'valid planning grounds' to determine whether the submission has reasonable grounds for appeal***

What can be appealed?

- DAP applications that are compulsory over \$10 million for JDAPs and \$20 million for City of Perth DAP; or
- DAP applications in the optional threshold \$2m – 10m for JDAPs and in the City of Perth \$2 million - \$20 million; or
- DAP applications seeking amendments to approvals *i.e.* Form 2 applications proposing a change to the development application, and including applications for an extension of time

Timeframe to lodge an appeal

- As per the existing timeframe, an appeal on a decision made by a Development Assessment Panel should be lodged within 28 days of the decision being made public, ie publishing of the DAP minutes.
- Local Governments would need to determine within their own organisation what process to follow in order to decide whether or not to lodge an appeal against a DAP decision. In many cases this may require a Special Council meeting to determine this.

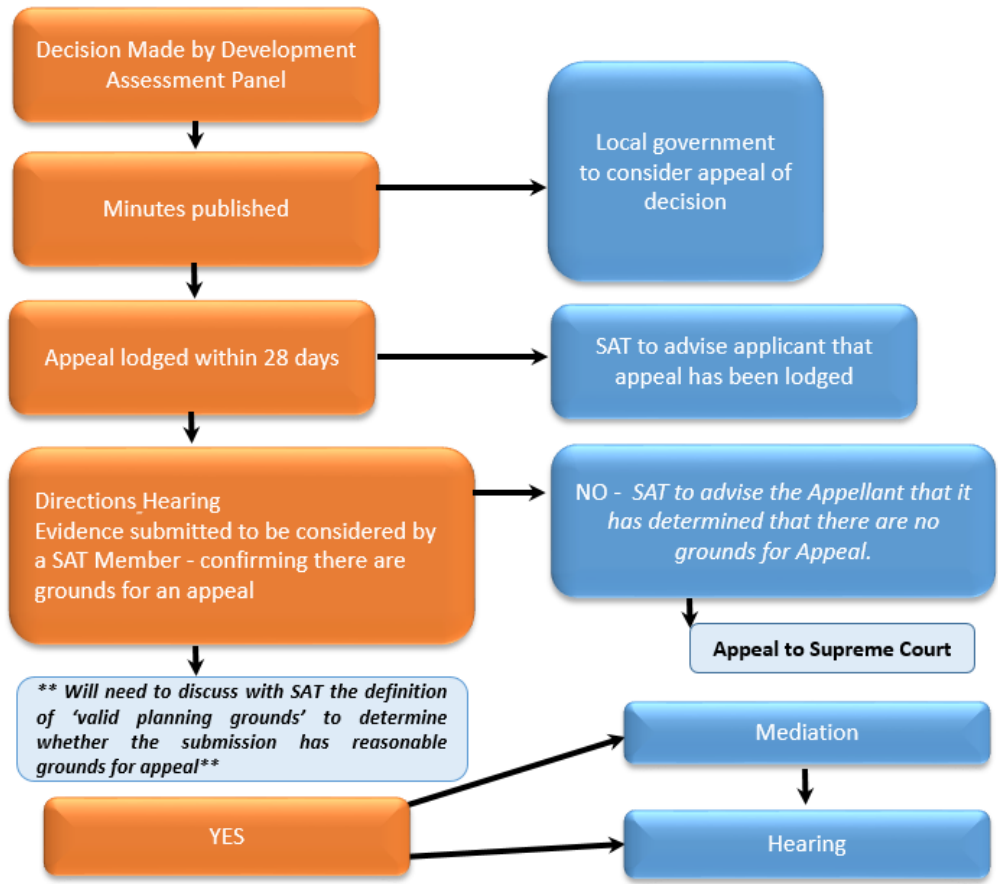
Costs

- Any Local Government would need to cover their costs of initiating the appeal, attending SAT directions, mediation and hearings, and costs could also include obtaining expert advice.

Appeals Process

Flowchart

Third Party Appeals Rights for decisions made by Development Assessment Panels



Attachment 1: AGM Association Standing Orders

1. INTERPRETATIONS

For the purposes of these Standing Orders, if not inconsistent with the context, the following words shall have the following meanings:

- 1.1 **"Absolute Majority"** means: a majority of delegates of the Association whether present and voting or not.
- 1.2 **"Association"** means: all or any part of the Western Australian Local Government Association.
- 1.3 **"Delegate or Deputy Delegate"** means: those persons duly nominated, from time to time, to represent a Member Local Government at a meeting of the Association.
- 1.4 **"Deputy President"** means: the Deputy President for the time being of the Association.
- 1.5 **"Meeting"** means: an Annual or Special General Meeting of the Association.
- 1.6 **"Member Local Government"** means: a Local Government admitted to ordinary membership of the Association in accordance with the provisions of the Constitution.
- 1.7 **"President"** means: the President for the time being of the Association.
- 1.8 **"Simple Majority"** means: a majority of the delegates from the Association that are present and voting.

2. CONDUCT OF MEETINGS

The proceedings and business of meetings of the Association shall be conducted according to these Standing Orders.

3. NOTICE OF MEETING

3.1 Annual General Meeting

The Chief Executive Officer of the Association shall give at least ninety (90) days notice of an Annual General Meeting to all Member Local Governments, advising of the closing date for submission of motions for inclusion on the agenda.

3.2 Special General Meeting

A Special General Meeting of the Association is to be held if a request is received by the Association President, in accordance with the requirements of the Association's Constitution. No business shall be transacted at a Special General Meeting other than that for which the Special General Meeting was called.

- 3.3 Notice shall be given at the destinations appearing in the records of the Association.

Notice will be deemed to have been delivered immediately if transmitted electronically or on the second working day after posting.

4. QUORUM

- 4.1 The Association shall not conduct business at a meeting unless a quorum is present.
- 4.2 At any meeting of the Association greater than one half of the delegates who are eligible to vote must be present to form a quorum.
- 4.3 The Association is not to transact business at a meeting unless a quorum is present.
- 4.4 If a quorum has not been established within the 30 minutes after a meeting is due to begin then the Association can be adjourned –
- (a) by the President or if the President is not present at the meeting, by the Deputy President;
 - (b) if neither the President nor Deputy President is present at the meeting, by a majority of delegates present;
 - (c) if only one delegate is present, by that delegate; or
 - (d) if no delegate is present, by the Chief Executive Officer or a person authorised by the Chief Executive Officer.
- 4.5 If at any time during a meeting a quorum is not present, the President shall thereupon suspend the proceedings of the meeting for a period of five (5) minutes and if a quorum is not present at the expiration of that period, the meeting shall be deemed to have been adjourned and the person presiding is to reschedule it for some future time.
- 4.6 Notice of a meeting adjourned because of absence of a quorum is to be given to all Member Local Governments.

5. MEETINGS OPEN TO THE PUBLIC

The business of the Association shall be open to the public except upon such occasions as the Association may by resolution otherwise decide.

6. ORDER OF BUSINESS

Unless the Association should decide otherwise, the order of business at meetings of the Association, with the exception of special meetings or an adjourned meeting, shall be as follows:

- (a) Record of attendance and apologies;
- (b) Announcements;
- (c) Confirmation of minutes of previous meetings;
- (d) President's report;
- (e) Financial report for the financial year; and
- (f) Consideration of Executive and Member Motions.

7. VOTING ENTITLEMENTS

- 7.1 Each Member Local Government shall be entitled to be represented at any meeting of the Association.
- 7.2 Only eligible and registered delegates may vote.

- 7.3** A delegate shall be entitled to exercise one vote on each matter to be decided. Votes are to be exercised in person.
- 7.4** A delegate unable to attend any meeting of the Association shall be entitled to cast a vote by proxy.
- 7.5** A proxy shall be in writing and shall nominate the person in whose favour the proxy is given, which person need not be a delegate. Proxy authorisations shall be delivered to the Chief Executive Officer of the Association before the commencement of the meeting at which the proxy is to be exercised and shall be signed by the delegate or by the Chief Executive Officer of the Member Local Government that nominated the delegate.
- 8. SPECIAL URGENT BUSINESS**
At any time during a meeting a delegate may, with the approval of an absolute majority, introduce a motion relating to special urgent business that calls for an expression of opinion from the meeting.
- In presenting an item of special urgent business, a delegate shall have sufficient copies of the motion in writing for distribution to all delegates present at the meeting and, where practicable, give prior notice to the President of such intention.
- 9. PRESIDENT**
In the construction of these Standing Orders unless the context requires otherwise, the word "President" shall in the absence of the President include the Deputy President or the delegate chosen by resolution to preside at any meeting of the Association.
- 10. DELEGATE AND DEPUTY DELEGATE**
- 10.1** In the construction of these Standing Orders unless the context requires otherwise, the word "delegate" shall in the absence of the delegate include the deputy delegate.
- 10.2** A deputy delegate acting in the capacity of a delegate unable to attend a meeting of the Association shall exercise all rights of that delegate.
- 11. PRESIDENT TO PRESIDE**
- 11.1** The President shall preside at all meetings of the Association, but in absence of the President, the Deputy President shall preside.
- 11.2** In the absence of the President and the Deputy President, the delegates shall choose by resolution, a delegate present to preside at the meeting.
- 12. SPEAKING PROTOCOL**
- 12.1** Only registered delegates and members of the Association's State Council shall be entitled to speak at meetings of the Association.
- 12.2** The first person that is entitled to speak at a meeting who attracts the attention of the person presiding shall have precedence in speaking.
- 12.3** Speakers are to use the microphones supplied.
- 12.4** When addressing a meeting, speakers are to:
- (a) rise and remain standing unless unable to do so by reason of sickness or disability;
 - (b) address the meeting through the person presiding;
 - (c) state their name and Local Government before otherwise speaking;
 - (d) refrain from reading comment printed in the agenda paper in support of a motion, but may identify key points or make additional comment; and
 - (e) refrain from using provoking or discourteous expressions that are calculated to disturb the peaceful current of debate.
- 12.5** Mobile phones shall not be switched on while the meeting is in session.
- 13. DEBATE PROCEDURES**
- 13.1** A delegate moving a substantive motion may speak for –
- (a) 5 minutes in his or her opening address; and
 - (b) 3 minutes in exercising the right of reply.
- 13.2** Other speeches for or against motions are to be limited to 3 minutes unless consent of the meeting is obtained which shall be signified without debate.
- 13.3** No delegate, except the mover of a motion in reply, is to speak more than once on the same motion except by way of personal explanation.
- 13.4** As soon as the right of reply has been exercised, the motion is to be forthwith put to the vote without further comment.
- 13.5** No discussion shall take place on any motion unless it is moved and seconded. Only one amendment on any one motion shall be received at a time, and such amendment shall be disposed of before any further amendment can be received. Any number of amendments may be proposed.
- 13.6** The provisions of these Standing Orders applicable to motions apply mutatis mutandis to amendments, except that the mover of an amendment shall have no right of reply.
- 13.7** When a motion has been moved and seconded, the person presiding shall at once proceed to take a vote thereon unless a delegate opposes it or an amendment is proposed.
- 13.8** No more than two delegates shall speak in succession on one side, either for or against the question before the meeting, and if at the conclusion of the second speaker's remarks, no

delegate speaks on the other side, the motion or amendment may be put to the vote.

- 13.9** Notwithstanding clause 13.7, where a composite motion is moved which embodies the core aspects of subsequent motions listed on the agenda, a delegate whose motion has been superseded shall have the opportunity to speak on the question of the composite motion before it is put.

Once a composite motion has been carried, no further debate shall be permitted in respect of the superseded motions.

- 13.10** At any time during a debate, but after the conclusion of a delegate's comments, a delegate who has not spoken during the debate may move, without discussion, "that the question be now put". If that motion is seconded and carried by a majority, the question shall be submitted at once to the meeting, after the mover has replied.

14. QUESTIONS

Any delegate seeking to ask a question at any meeting of the Association shall direct the question to the President.

15. POINT OF ORDER

A delegate who is addressing the President shall not be interrupted except on a point of order, in which event the delegate shall wait until the delegate raising the point of order has been heard and the question of order has been disposed of, whereupon the delegate so interrupted may, if permitted, continue.

16. MOTION - SUBSTANCE TO BE STATED

A delegate seeking to propose an original motion or amendment shall state its substance before addressing the meeting thereon and, if so required by the President, shall put the motion or amendment in writing.

17. PRIORITY OF SPEAKERS

If two or more delegates wish to speak at the same time, the President shall decide who is entitled to priority.

18. PRESIDENT TO BE HEARD

Whenever the President signifies a desire to speak during a debate, any delegate speaking or offering to speak is to be silent, so that the President may be heard without interruption.

19. WITHDRAWAL OF MOTION

A motion or amendment may be withdrawn by the mover with the consent of the meeting, which shall be signified without debate, and it shall not be competent for any delegate to speak upon it after the mover has asked permission for its withdrawal, unless such permission has been refused.

20. PRESIDENT MAY CALL TO ORDER

The President shall preserve order, and may call any delegate to order when holding an opinion that there shall be cause for so doing.

21. RULING BY PRESIDENT

The President shall decide all questions of order or practice. The decision shall be final and be accepted by the meeting without argument or comment unless in any particular case the meeting resolves that a different ruling shall be substituted for the ruling given by the President. Discussions shall be permitted on any such motion.

22. RESOLUTIONS

- 22.1** Except as otherwise provided in the Association Constitution and these Standing Orders, all motions concerning the affairs of the Association shall be passed by a simple majority.

- 22.2** Any matter considered by the Association at a Special Meeting shall not be passed unless having received an absolute majority.

23. NO DISCUSSION

Where there is no discussion on a motion, the President may deem the motion to be passed unless the meeting resolves otherwise.

24. PERMISSIBLE MOTIONS DURING DEBATE

- 24.1** When a motion is under debate, no further motion shall be moved except the following:
- (a) that the motion be amended;
 - (b) that the meeting be adjourned;
 - (c) that the debate be adjourned;
 - (d) that the question be now put;
 - (e) that the meeting proceed with the next item of business; or
 - (f) that the meeting sits behind closed doors.

- 24.2** Any delegate who has not already spoken on the subject of a motion at the close of the speech of any other delegate, may move without notice any one of the motions listed in clause 24.1 (b)-(f) and, if the motion is seconded, it shall be put forthwith.

- 24.3** When a debate is adjourned, the delegate who moves the adjournment shall be the first to speak on the motion when the debate is resumed unless the delegate advises of no desire to speak on the motion. Where this occurs, the President shall then call for further speakers, with the exception of those delegates who have previously spoken (unless the meeting otherwise agrees).

25. RESCISSION OF RESOLUTION

25.1 At the same meeting

Unless a greater majority is required for a particular kind of decision under the Standing Orders (in which event that shall be the majority required), the Association may, by simple majority at the same meeting at which it is passed, rescind

or alter a resolution if all delegates who were present at the time when the original resolution was passed are present.

25.2 At a Future Meeting

Unless a greater majority is required for a particular kind of decision under the Standing Orders (in which event that shall be the majority required), the Association may rescind or alter a resolution made at an earlier meeting:

- (a) by simple majority, where the delegate intending to move the motion has, through the Chief Executive Officer, given written notice of the intended motion to each delegate at least seven (7) days prior to the meeting; or
- (b) by absolute majority, in any other case.

26. METHOD OF TAKING VOTES

The President shall, in taking a vote on any motion or amendment, put the question first in the affirmative, and then in the negative and may do so as often as is necessary to enable formation and declaration of an opinion as to whether the affirmative or the negative has the majority on the voices or by a show of hands or by an electronic key pad voting system.

27. DIVISION

The result of voting openly is determined on the count of official voting cards and, immediately upon a vote being taken, a delegate may call for a division.

28. ALL DELEGATES TO VOTE

28.1 At meetings of the Association, a delegate present at the meeting when a question is put shall vote on the question.

28.2 Each delegate shall be entitled to exercise one deliberative vote on any matter considered.

29. PRESIDENT'S RIGHT TO VOTE

The President shall have a casting vote only.

30. SUSPENSION OF STANDING ORDERS

30.1 In cases of urgent necessity or whilst the Association is sitting behind closed doors, any of these Standing Orders may be suspended on a motion duly made and seconded, but that motion shall not be declared carried unless a simple majority of the delegates voting on the question have voted in favour of the motion.

30.2 Any delegates moving the suspension of a Standing Order shall state the object of the motion, but discussion shall not otherwise take place.

31. NO ADVERSE REFLECTION ON ASSOCIATION

A delegate shall not reflect adversely upon a resolution of the Association, except on a motion that the resolution be rescinded.

32. NO ADVERSE REFLECTION ON DELEGATE

A delegate of the Association shall not reflect adversely upon the character or actions of another delegate nor impute any motive to a delegate unless the Association resolves, without debate, that the question then before the Association cannot otherwise be adequately considered.

33. MINUTES

33.1 The Chief Executive Officer of the Association is to cause minutes of the meeting to be kept and preserved.

33.2 The minutes of a meeting are to be submitted to the next Annual or Special General Meeting for confirmation.

33.3 Copies of the minutes will be supplied to all delegates prior to the meeting.

Minutes

Annual General Meeting

Perth Convention Exhibition Centre
Perth

Wednesday, 1 August 2018



Minutes

Annual General Meeting of the Western Australian Local Government Association

held at the
Perth Convention Exhibition Centre
21 Mounts Bay Road, Perth
Riverside Theatre (Level 2)
on
Wednesday 1 August 2018
at 1.30 pm

Annual General Meeting – 2018

Apologies

- Shire of Denmark
- Shire of Irwin
- Shire of Ngaanyatjarraku
- Shire of Three Springs
- City of Vincent
- Mayor Phil Angers, Town of Cottesloe
- Mr John Giorgi, Town of Cambridge

1.0 Confirmation of Minutes

RESOLUTION:

Moved: Cr Denese Smythe (York)

Seconded: Cr Chris Mitchell (Broome)

That the Minutes of the 2017 Annual General Meeting be confirmed as a true and correct record of proceedings.

CARRIED

2.0 Adoption of President's Annual Report

RESOLUTION:

Moved: Mayor Tracey Roberts (Wanneroo)

Seconded: President Cr Karen Chappel (Morawa)

That the President's Annual Report for 2017/2018 be received.

CARRIED

3.0 WALGA 2017/2018 Financial Statements

RESOLUTION:

Moved: Cr Kevin Trent (York)

Seconded: Cr Julie Brown (Gosnells)

That the WALGA Financial Statements for 2017/2018 be received.

CARRIED

4.0 Consideration of Executive and Member Motions

As per motions listed.

5.0 There being no further business the Chair declared the meeting closed at 4:38pm.

4. Consideration of Executive and Member Motions

4.1 Proposal to Amend the Association Constitution

SPECIAL MAJORITY REQUIRED

MOTION:

Moved: President Cr Karen Chappel (Morawa)

Seconded: Mayor Carol Adams (Kwinana)

1. That Clause 18 and Clause 19 of the Association Constitution be amended as follows:

I. Clause 18, sub-clause (1) be amended with the addition of the underlined words, as follows:

(1) Following determination of the election of the President pursuant to clause 17 of this Constitution, the State Council shall elect a Deputy President from amongst its metropolitan and country representatives, provided the Deputy President represents the alternate constituency to the President elected pursuant to clause 17.

II. Clause 19 be amended with the addition of the underlined words and the deletion of the strikethrough words, as follows:

(1) If the office of the President becomes vacant or if for any other reason the President is unable to take or hold office at a period which exceeds six months from the date of the next scheduled election for that office, then the State Council shall meet to elect from among their number a President who, subject to this Constitution shall hold the office of President for the balance of the term of the President replaced.

(2) Where a vacancy occurs in the office of President at a period which is six months or less from the date of the next scheduled election for that office, the State Council may convene a meeting to elect from among their number a President who, subject to this Constitution, shall hold the office of President for the balance of the term of the President replaced, or the State Council may in its discretion, determine that the vacancy be filled by the Deputy President until the date of the next scheduled election.

~~(3)~~ An election pursuant to sub-clause 19(1) or sub-clause 19(2) shall cause the office of Deputy President to be declared vacant immediately prior to the conduct of the election.

~~(4)~~ Following an election pursuant to sub-clause 19(1) or sub-clause 19(2) an election pursuant to Clause 19(5) will be conducted for the office of Deputy President from amongst representatives of the alternate constituency to that of the President just elected.

~~(3)(5)~~ If the office of Deputy President becomes vacant or if for any other reason the Deputy President is unable to take or hold office, then the State Council

IN BRIEF

- A number of Constitutional amendments proposed by State Council as well as some technical clarifications.
- Proposed amendments endorsed by State Council in May 2018.

shall meet to elect from among their number a Deputy President who shall hold the office for the balance of the term of the Deputy President replaced, provided the Deputy President represents the alternate constituency to that of the President.

~~(4)~~(6) A State Council representative elected to fill a vacancy of President or Deputy President pursuant to clause 48 ~~19~~ shall still be eligible for election to a subsequent two (2) full consecutive terms.

2. That Clause 17A – Rotation of Presidency be added to the Association Constitution, as follows:

17A – Rotation of Presidency

1. At an election for the position of President conducted under sub-clause 17(2), only the incumbent President, subject to complying with sub-clause 17(5), or State Councillors from the alternate constituency to the incumbent President will be eligible to be elected.
2. At an election for the position of President conducted under Clause 19, only State Councillors from the alternate constituency to the incumbent President will be eligible to be elected.

3. That Clause 20 of the Association Constitution be amended with the addition of the underlined words as follows:

A person shall cease or be disqualified from being a representative or deputy representative on the State Council, or from being President or Deputy President of the Association, or from attending State Council in an ex-officio capacity, if that person:

4. That sub-clause 20(j) of the Association Constitution be amended with the addition of the underlined words and the deletion of the strikethrough words as follows:

(j) Is a Councillor that has been suspended by the Minister for Local Government under Part 8 ~~of an Ordinary Member that has been peremptorily suspended under Section 8.15C(2)~~ of the *Local Government Act 1995*.

5. That sub-clause 10(2) of the Association Constitution be amended with the addition of the underlined words as follows:

(2) Each representative on the State Council shall be entitled to exercise one (1) deliberative vote on any matter considered by the State Council provided that this clause shall not apply to any ex-officio members of the State Council. The President shall exercise a casting vote only, in the event of there being an equality of votes in respect of a matter considered by the State Council but excluding an election held in accordance with Clause 16 in which the President is entitled to a deliberative vote only.

6. That sub-clauses 2(1), 5(7)(a), 9(1)(d), and 31(4)(b) be amended as follows:

I. That the following strikethrough words be replaced with the following underlined words in sub-clause 2(1):

~~“Local Government Managers Australia” means the Western Australian Division of the Local Government Managers Australia (LGMA), which body is incorporated under the Victorian Companies Act 1961.~~

“Local Government Professionals Australia WA” means the Western Australian Division of Local Government Professionals Australia.

- II. That sub-clause 5(7)(a) of the Association Constitution relating to Associate Members of WALGA be amended with the words “Local Government Managers Australia (LGMA)” to be replaced with the words “Local Government Professionals Australia WA”.
 - III. That sub-clause 9(1)(a) of the Association Constitution relating to ex-officio members of State Council be amended to replace the words “Local Government Managers Australia (LGMA)” with the words “Local Government Professionals Australia WA”.
 - IV That sub-clause 31(4)(b) of the Association Constitution relating to a dispute resolution panel be amended by replacing the word “LGMA” with the words “Local Government Professionals Australia WA”.
7. That sub-clause 14(4a)(h) be amended with the addition of the underlined words and the deletion of the strike through words as follows:
- (h) Is a Councillor that has been suspended by the Minister for Local Government under part 8 of an Ordinary Member that has been peremptorily suspended under Section 8.15C(2)(e) of the Local Government Act 1995.

CARRIED BY SPECIAL MAJORITY

SECRETARIAT COMMENT

This item proposes a number of amendments to WALGA’s Constitution that have been raised or identified since the last governance review and amendments to WALGA’s Constitution in 2016.

Amendment of the Constitution involves a two-step process, as detailed in Clause 29 of the Constitution, as follows:

The Constitution of the Association may be altered, added to or repealed by:

- (1) *A resolution at any meeting of the State Council on the receipt of a special majority of not less than 75% of representatives as, being entitled to do so, vote in person or by their deputy representatives; and*
- (2) *A resolution at an Annual General Meeting or Special General Meeting passed by a majority of not less than 75% of delegates as, being entitled to do so, vote in person or duly authorize a proxy vote to be exercised on their behalf, provided that:*
 - a. *75% of Ordinary Members who are eligible to vote are present or represented; and,*
 - b. *The Chief Executive Officer has given not less than sixty (60) days notice of any proposal to alter, add or repeal the Constitution to all Ordinary Members.*

The proposed amendments were endorsed by a Special Majority at the 4 May 2018 meeting of State Council. Endorsement by a Special Majority at the Annual General Meeting is required for the amendments to come into effect.

This report considers seven issues put forward for Constitutional Amendment, with each issue corresponding to the numbered recommendations, as follows:

1. President and Deputy President – Metropolitan and Country Representation
2. President and Deputy President – Rotation of Presidency between Metropolitan and Country constituencies
3. State Councillor Eligibility – Ex-officio Members
4. State Councillor Eligibility – Ministerial Suspension of Council or Councillor
5. Election Procedure – Confirmation that the WALGA President is entitled to vote in elections for the positions of President and Deputy President
6. Change of Name – Local Government Professionals Australia WA
7. Zone Delegate Eligibility – Ministerial Suspension of Council or Councillor

Issue 1 – President and Deputy President: Metropolitan and Country Representation

An emerging issue was raised at the March 2018 meeting of State Council in relation to the representation of both the Metropolitan and Non-metropolitan constituencies in the positions of President and Deputy President of WALGA.

Following consideration of this issue, State Council resolved as follows:

That an item for decision be prepared for the May 2018 State Council agenda to provide consideration to proposed amendments to the WALGA Constitution and Corporate Governance Charter to ensure representation from both Metropolitan and Country constituencies for the President and Deputy President positions.

Since the formation of WALGA as the single Local Government association in 2001, there has been a convention that the President and Deputy President would be elected from opposite constituencies. That is, if the President is from the country constituency, the Deputy President would be elected from the metropolitan constituency and vice-versa.

This convention has not been challenged or broken in the 17 years since WALGA's formation, although it is possible that State Council could elect a President and Deputy President from the same constituency.

The argument in favour of this Constitutional amendment is that it would ensure that the Deputy President is drawn from the alternate constituency from that of the President, ensuring representation for both constituencies.

The argument against this Constitutional amendment is that it reduces the decision-making function of State Council to elect the 'best person for the job' and, as the convention has not been broken since WALGA's formation, it may not be an issue that requires regulation via Constitutional amendments.

To effect the change, amendments are required to Clause 18 – Deputy President, and to Clause 19 – Vacancy: President and Deputy President.

The following amendment is proposed to Clause 18 – Deputy President, by adding the underlined text as follows:

- (1) Following determination of the election of the President pursuant to clause 17 of this Constitution, the State Council shall elect a Deputy President from amongst its

metropolitan and country representatives, provided the Deputy President represents the alternate constituency to the President elected pursuant to clause 17.

- (2) The Deputy President shall be elected by the State Council at the first Ordinary Meeting of State Council of an even numbered year. The Deputy President's term shall commence from the date of election and shall conclude on the day of the first Ordinary Meeting of State Council of the following even numbered year.
- (3) Prior to expiration of a term of office, a Deputy President may seek re-election for a consecutive term.
- (4) Where a Deputy President seeks and is re-elected for a consecutive term, that person shall not hold office beyond two (2) full consecutive terms.

The proposed amendment above would sufficiently address the issue for regular, end-of-term elections following the election of a new State Council.

However, where a vacancy arises in the office of President, the election of a replacement President would need to ensure that metropolitan and country representation remains in the two positions. Ensuring continued representation of both constituencies in the event of a casual vacancy in the office of President could be addressed in one of two ways, both of which have pros and cons.

Either:

- A. The replacement President must be drawn from same constituency as the current President. That is, if the WALGA President is from the country constituency, election of the replacement President for the balance of the President's term must be drawn from the country constituency.

Or:

- B. The office of Deputy President is declared vacant at the time the election for President is held. This would enable State Council to elect a President from amongst all members with the subsequent election for Deputy President being limited to the alternate constituency.

Option A – Replacement President from the same constituency – limits the options of State Council in electing a President to half of State Council, the half representing the same constituency as the departing President. While this may be appropriate in some circumstances, it does not necessarily provide State Council with the ability to elect the 'best person for the job'. Secondly, the Deputy President may be an appropriate candidate for the position of President, but would be unable to nominate for the position under this scenario unless they resigned from the position of Deputy President.

Option B – Office of Deputy President declared vacant at election of President – addresses the issues with Option A outlined above in that State Council would be able to elect a President from amongst all State Councillors, including the Deputy President who may be suitable. However, it may not be considered appropriate that the Deputy President loses office due to the resignation or inability of the President to continue in the role.

On the basis that electing a President from amongst all State Councillors is considered the most important criteria, amendments in accordance with Option B have been drafted to Clause 19 – Vacancy: President and Deputy President – by adding the underlined text and amending the numbering as follows:

- (1) If the office of the President becomes vacant or if for any other reason the President is unable to take or hold office at a period which exceeds six months from the date of the next scheduled election for that office, then the State Council shall meet to elect from

among their number a President who, subject to this Constitution shall hold the office of President for the balance of the term of the President replaced.

- (2) Where a vacancy occurs in the office of President at a period which is six months or less from the date of the next scheduled election for that office, the State Council may convene a meeting to elect from among their number a President who, subject to this Constitution, shall hold the office of President for the balance of the term of the President replaced, or the State Council may in its discretion, determine that the vacancy be filled by the Deputy President until the date of the next scheduled election.
- (3) An election pursuant to sub-clause 19(1) or sub-clause 19(2) shall cause the office of Deputy President to be declared vacant immediately prior to the conduct of the election.
- (4) Following an election pursuant to sub-clause 19(1) or sub-clause 19(2) an election pursuant to Clause 19(5) will be conducted for the office of Deputy President from amongst representatives of the alternate constituency to that of the President just elected.
- ~~(3)~~(5) If the office of Deputy President becomes vacant or if for any other reason the Deputy President is unable to take or hold office, then the State Council shall meet to elect from among their number a Deputy President who shall hold the office for the balance of the term of the Deputy President replaced, provided the Deputy President represents the alternate constituency to that of the President.
- ~~(4)~~(6) A State Council representative elected to fill a vacancy of President or Deputy President pursuant to clause ~~48~~ 19 shall still be eligible for election to a subsequent two (2) full consecutive terms.

Issue 2 – Rotation of Presidency between Metropolitan and Country Constituencies

Similar to issue 1, above, the Governance and Organisational Services Policy Team of State Council considered the issue of the Presidency of the Association being rotated between the Metropolitan and Country constituencies.

Again, this has been managed since WALGA's formation in 2001 by convention. When a President has retired or stepped down from the role, a representative from the other constituency (often the serving Deputy President) has been elected to the Presidency.

The Governance and Organisational Services Policy Team of State Council requested that the issue of rotating the Presidency between the constituencies on a formal basis through Constitutional amendments be considered.

The Policy Team resolved:

That an item for decision be prepared for the May 2018 State Council agenda to provide amendments to the WALGA Constitution and Corporate Governance Charter to cover the following issues:

- *That the position of WALGA President transfers between the two constituencies following the completion of the incumbent's entitlement to be elected for two full consecutive terms.*

Similar to Issue 1, above, implementation of this concept through Constitutional amendment has pros and cons. While, an amendment of this nature would ensure rotating representation of metropolitan and country constituencies in the office of President, it could also limit State Council's prerogative to elect the 'best person for the job'.

This proposal raises a number of scenarios that are not necessarily simple to deal with through Constitutional amendments. For instance, depending on the amendments to the Constitution, issues could arise if a President resigns part way through a term, or even if a President only completes one two-year term.

For example, if a President from the metropolitan constituency resigned after one two-year term, there would be three possible scenarios:

1. The country constituency could then have a claim to the Presidency as it would be the country's turn and only State Councillors from the country constituency would be eligible to be elected;
2. A replacement President could be elected from the metropolitan constituency as the metropolitan constituency had only held the Presidency for two years (the newly elected President may then expect to be re-elected for a second term, lengthening the reign of the metropolitan constituency to six years, thereby causing further issues); or,
3. State Council could elect a President from either constituency, as per current arrangements.

One option could be to only 'force' the rotation of the Presidency once the President has completed two terms, however this could create an issue if a President resigned part way through their second term as the replacement President would then be 'entitled' to two terms before a constitutionally enforceable rotation of the Presidency.

In the interest of simplicity it is suggested that a new Clause 17A be added to the Constitution to ensure rotation of the office of Presidency no matter the length of time served by the President:

17A – Rotation of Presidency

3. At an election for the position of President conducted under sub-clause 17(2), only the incumbent President, subject to complying with sub-clause 17(5), or State Councillors from the alternate constituency to the incumbent President will be eligible to be elected.
4. At an election for the position of President conducted under Clause 19, only State Councillors from the alternate constituency to the incumbent President will be eligible to be elected.

This would mean, at any election for President, only the incumbent President or State Councillors from the alternate constituency would be eligible to nominate. If the President has retired or has completed two full terms (as per sub-clause 17(5)), only State Councillors from the alternate constituency would be eligible to nominate and be elected.

Issue 3 – State Councillor Eligibility: Ex-officio Members

At the July 2017 State Council meeting, an emerging issue was considered in relation to the continuing eligibility of to serve on State Council following a serious breach of the *Local Government Act 1995*.

State Council resolved as follows:

That:

1. *The issue of amending the Constitution relating to State Councillor, ordinary or ex officio, eligibility be considered by the Governance Policy Team;*
2. *The Policy Team to consider the implications of amending the Constitution so that if any State Councillor, ordinary or ex officio, is found guilty of a serious breach of the Local Government Act 1995, as amended, that person will become ineligible to become or continue as a State Councillor, ordinary or ex officio.*

As per State Council's resolution above, the Governance and Organisational Services Policy Team considered this issue at their March 2018 meeting and resolved as follows:

That an item for decision be prepared for the May 2018 State Council agenda to provide amendments to the WALGA Constitution and Corporate Governance Charter to cover the following issues;

- *That if any State Councillor, ordinary or ex officio, is found guilty of a serious breach of the Local Government Act 1995, as amended, that person will become ineligible to become or continue as a State Councillor, ordinary or ex officio.*

Clause 20, sub-clause (e) disqualifies a representative or deputy representative from serving on the State Council if that person is convicted of an offence under the *Local Government Act 1995*.

To give effect to the Policy Team's recommendation, an amendment is required to clarify that Clause 20 of the Constitution also applies to ex-officio members, with the addition of the underlined text, as per below:

A person shall cease or be disqualified from being a representative or deputy representative on the State Council, or from being President or Deputy President of the Association, or from attending State Council in an ex-officio capacity, if that person:

- (a) Dies;
- (b) Ceases to be a Councillor of the Ordinary Member;
- (c) Resigns the position by notice in writing delivered or sent by post to the Chief Executive Officer, and such resignation is accepted;
- (d) Is a member of State or Federal Parliament;
- (e) Is convicted of an offence under the *Local Government Act 1995*;
- (f) Is permanently incapacitated by mental or physical ill-health;
- (g) Is absent from more than 3 consecutive State Council meetings;
- (h) Is a member of a Local Government that ceases to be a member of the Association;
- (i) Is the subject of a resolution passed by the Zone from which that person was originally elected terminating his or her appointment as a representative or deputy representative of that Zone, except where that person is the subject of any resolution consequent upon his or her being elected President of the Association and in pursuance of sub-clause 17(4); or,
- (j) Is a Councillor of an Ordinary Member that has been peremptorily suspended under Section 8.15C(2)(c) of the *Local Government Act 1995*.

Issue 4 – State Councillor Eligibility: Ministerial Suspension of Council or Councillor

A further issue relating to State Councillor eligibility relates to the suspension of Councils and the proposed amendment to the *Local Government Act 1995* to enable the Minister for Local Government to stand down an individual Elected Member.

Currently sub-clause 20(j) of the Constitution states that a State Councillor will not be eligible to be elected or to continue on State Council if “a Councillor of an Ordinary Member that has been peremptorily suspended under Section 8.15C(2)(c) of the *Local Government Act 1995*.”

It is the opinion of the secretariat that sub-clause 20(j) is too specific as Councils can also be suspended under Section 8.19 of the *Local Government Act 1995*. Further, if the *Local Government Amendment (Suspension and Dismissal) Bill 2018* passes the Parliament, as expected, the Minister for Local Government will also have the power to suspend individual Elected Members.

It is therefore recommended that sub-clause 20(j) be amended to clarify that a State Councillor who is suspended or stood down by the Minister using various sections of the *Local Government Act 1995* is not eligible to be elected to, or continue on, State Council, as follows:

A person shall cease or be disqualified from being a representative or deputy representative on the State Council, or from being President or Deputy President of the Association if that person:

- (a) Dies;
- (b) Ceases to be a Councillor of the Ordinary Member;
- (c) Resigns the position by notice in writing delivered or sent by post to the Chief Executive Officer, and such resignation is accepted;
- (d) Is a member of State or Federal Parliament;
- (e) Is convicted of an offence under the Local Government Act 1995;
- (f) Is permanently incapacitated by mental or physical ill-health;
- (g) Is absent from more than 3 consecutive State Council meetings;
- (h) Is a member of a Local Government that ceases to be a member of the Association;
- (i) Is the subject of a resolution passed by the Zone from which that person was originally elected terminating his or her appointment as a representative or deputy representative of that Zone, except where that person is the subject of any resolution consequent upon his or her being elected President of the Association and in pursuance of sub-clause 17(4); or,
- (j) Is a Councillor that has been suspended by the Minister for Local Government under Part 8 of an Ordinary Member that has been peremptorily suspended under Section 8.15C(2)(e) of the Local Government Act 1995.

Issue 5 – Election Procedure – Confirmation that the WALGA President is entitled to vote in elections for the positions of President and Deputy President

Another clarification that has arisen is to confirm that the incumbent President is entitled to vote in elections for President and Deputy President of WALGA.

The Constitution is clear that the President does not exercise a deliberative vote on matters before State Council (but does have a casting vote if there is an equality of votes), but the Constitution is silent on whether the President is entitled to vote in elections. It has been standard operating practice that the President has voted in elections for the position of President and Deputy President.

Clause 10 – Proceedings of State Council, sub-clause (2) relates to the President's voting and it is proposed that it be amended with the addition of the underlined words, as follows to make clear that the President may vote for office bearer positions:

- (2) Each representative on the State Council shall be entitled to exercise one (1) deliberative vote on any matter considered by the State Council provided that this clause shall not apply to any ex-officio members of the State Council. The President shall exercise a casting vote only, in the event of there being an equality of votes in respect of a matter considered by the State Council but excluding an election held in accordance with Clause 16 in which the President is entitled to a deliberative vote only.

Issue 6 – Change of Name – Local Government Professionals Australia WA

Following the change of name of the Local Government Managers Australia (LGMA) to Local Government Professionals Australia WA it is proposed that the following sub-clauses be amended to reflect the name change:

- 2(1)
- 5(7)(a)
- 9(1)(d)
- 31(4)(b)

Issue 7 – Zone Delegate Eligibility: Ministerial Suspension of Council or Councillor

Similar to Issue 4 above, this amendment proposes that sub-clause 14(4a)(h) be amended to clarify that a Zone delegate who is suspended or stood down by the Minister using various sections of the *Local Government Act 1995* is not eligible to be elected to, or continue on, the Zone, as follows:

- (4a) The term of a person who is a delegate of a member of a Zone expires when the person:
- (a) dies;
 - (b) ceases to be a Councillor of the Ordinary Member;
 - (c) resigns the position by notice in writing given to the Ordinary Member who elected or appointed the person as its delegate and the resignation is accepted;
 - (d) becomes a member of State or Federal Parliament;
 - (e) is convicted of an offence under the *Local Government Act 1995*;
 - (f) is permanently incapacitated by mental or physical ill-health;
 - (g) is the subject of a resolution passed by the Ordinary Member who appointed the person as its delegate terminating their appointment as the delegate of that Ordinary Member;
or
 - (h) Is a Councillor that has been suspended by the Minister for Local Government under part 8 of an Ordinary Member that has been peremptorily suspended under Section 8.15C(2)(c) of the Local Government Act 1995.

4.2 Roadside Vegetation - Regulatory Amendments

MOTION:

Moved: President Cr David Lovelock (Victoria Plains)
Seconded: Cr Pauline Bantock (Victoria Plains)

That the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004* be amended to permit clearing or reduction of vegetation:

- 1. Within 30m of all farm driveways/gates/entrances; and,**
- 2. On road bends and intersections obstructing 'line of sight', be cleared.**

IN BRIEF

- Motion for regulatory amendments to enable clearing of vegetation close to driveways, road bends and intersections;
- With a view to improving road safety.

CARRIED

MEMBER COMMENT

Drivers in country area face multiple issues on the roads, not the least of which is entry onto Shire controlled roads from property entrances and side roads. The issues exist not just for the driver on the continuing road, but for the driver attempting to enter.

Sight distances are often obscured, and in hilly terrain or where the road being entered does not provide a reasonable merging distance, entry can be problematic. This is made worse where the roads have curves or crests close to the entry point.

The issues are even worse for slow moving traffic joining a road that has a 110km/hr limit, such as school buses and heavy transport, often requiring the continuing vehicles to brake for a vehicle that has joined the continuing traffic when all indications were that it was safe and appropriate to do so.

The *Environmental Protection (Clearing of Native Vegetation) Regulations 2004* are inadequate.

- Schedule 2 of the Regulations addresses clearing for crossovers from a property, but limits the clearing to what has been previously cleared within the previous 10 years.
- Schedule 3 applies to the maintenance of infrastructure.

The Shire is of the opinion that the proposed change to the Regulations would add significantly to road safety.

4.3 GST Revenue Distribution Share for WA

MOTION:

Moved: President Cr Brian Piesse (Donnybrook-Balingup)
Seconded: Cr Tony Pratico (Bridgetown-Greenbushes)

That WALGA adopts a policy and position as the representative of the WA Local Government section to persistently seek and advocate for an increase of the GST distribution share back to Western Australia.

IN BRIEF

- WA is underrepresented in the amount of GST share received
- Seeking WALGA's support to advocate for an increase to the GST distribution for WA

CARRIED

MEMBER COMMENT

At the Ordinary Meeting on 23 May 2018, the Shire of Donnybrook Balingup Council resolved to support the above motion and present it to the Western Australian Local Government for consideration at the 2018 Annual General Meeting of the Western Australian Local Government Association.

In comparison to other states and territories, Western Australia is underrepresented in the amount of GST revenue share received and remains the only state or territory that receives less than half of the GST it generates. This, in effect, is depriving Western Australia of much needed funds for infrastructure and development.

GST breakdown state by state 2018-19

State	GST share per dollar	GST share %	Total GST distribution \$m
VIC	98c	25.6	\$16,830
WA	47c	4.9	\$3,255
NSW	85c	27.4	\$18,030
SA	\$1.47	10.3	\$6,751
Tas	\$1.77	3.7	\$2,434
ACT	\$1.18	2.0	\$1,298
NT	\$4.26	4.2	\$2,755
Qld	\$1.09	22.0	\$14,447

4.4 Rural, Regional and Remote Community State Government Funding Cuts

MOTION:

Moved: Cr Ken Seymour (Moora)

Seconded: Cr Steven Carter (Dalwallinu)

That WALGA express its deep concern to the W.A State Government regarding the continued attack on rural, regional and remote communities in W.A through reducing funding to critical services and infrastructure programs, cuts that disproportionately discriminate against already disadvantaged communities across W.A.

IN BRIEF

- Concern regarding funding cuts, particularly to education services and infrastructure, affecting rural communities.

CARRIED

MEMBER COMMENT

In December 2017, Shire of Moora was advised by the Department of Education Director General, Sharyn O'Neill that the Moora Residential College would close at the end of the 2018 school year. The State Government of W.A cited reasoning of commitment to budget repair measures to deliver sustainable growth and an operating surplus by 2020/2021.

Notwithstanding the immediate effect on the Moora community and wider region because of the decision to close the Moora Residential College, the Shire of Moora is extremely concerned with the State Governments continued attack on rural, regional and remote W.A. communities, many of which are already at serious disadvantage because of isolation and population decline.

As an example, access to education and health infrastructure and services are important to rural, regional and remote communities and greatly enhances their ability to attract residents, workers and businesses.

Access to the full range of health services (including GP's, acute and high care hospital, allied health, aged care, dental care) and educational services (K-12, Childcare, TAFE) becomes a major decision factor for anyone looking to move to a rural, regional and remote community. In the case of Moora, the existing infrastructure and services, including the current education offered at the Central Midlands Senior High School, has featured prominently in many local resident's decision to move to the area. This resonates across many W.A communities.

Funding reductions to key areas of services and infrastructure such as education, health, transport and sewerage augurs to further erode and put at risk fair and equitable access to the very basics of amenity and lifestyle in rural, regional and remotes areas of W.A many of which are experiencing continued population, service and infrastructure decline.

4.5 A **MATTER OF SPECIAL URGENT BUSINESS: Proposed Amendments to *Planning and Development (Local Planning Schemes) Regulations 2015***

MOTION:

Moved: Mayor Penny Taylor (Subiaco)
Seconded: Cr Julie Matheson (Subiaco)

That the members agree that the following item of Special Urgent Business relating to Proposed Amendments to *Planning and Development (Local Planning Schemes) Regulations 2015* be considered.

Voting Requirement: ABSOLUTE MAJORITY

CARRIED BY ABSOLUTE MAJORITY

4.5 B **Proposed Amendment to *Planning and Development (Local Planning Schemes) Regulations 2015***

MOTION:

Moved: Mayor Penny Taylor (Subiaco)
Seconded: Cr Julie Matheson (Subiaco)

That the Western Australian Local Government Association (WALGA) advocate to amend:

- 1. Schedule 2, Part 7, Clause 61 (e) of the *Planning and Development (Local Planning Schemes) Regulations 2015* to allow Local Governments to remove reference to ‘a single house’ from the exemption of requiring development approval; and**
- 2. The *Planning and Development (Local Planning Schemes) Regulations 2015* to permit Local Governments to introduce a requirement into their local planning scheme to require development approval to be issued prior to a development application for demolition of a single house being determined.**

LOST

Attachment 3: Action Taken on Resolutions of the 2018 AGM

Action Taken on Resolutions of the 2018 Annual General Meeting

<p>4.1 Proposal to Amend the Association Constitution</p> <p>8. That Clause 18 and Clause 19 of the Association Constitution be amended as follows:</p> <p>I. Clause 18, sub-clause (1) be amended with the addition of the underlined words, as follows:</p> <p>(2) Following determination of the election of the President pursuant to clause 17 of this Constitution, the State Council shall elect a Deputy President from amongst its metropolitan and country representatives, <u>provided the Deputy President represents the alternate constituency to the President elected pursuant to clause 17.</u></p> <p>II. Clause 19 be amended with the addition of the underlined words and the deletion of the strikethrough words, as follows:</p> <p>(1) If the office of the President becomes vacant or if for any other reason the President is unable to take or hold office at a period which exceeds six months from the date of the next scheduled election for that office, then the State Council shall meet to elect from among their number a President who, subject to this Constitution shall hold the office of President for the balance of the term of the President replaced.</p> <p>(2) Where a vacancy occurs in the office of President at a period which is six months or less from the date of the next scheduled election for that office, the State Council may convene a meeting to elect from among their number a</p>	<p>The Constitution has been amended as per the AGM resolution</p>
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Action Taken on Resolutions of the 2018 Annual General Meeting

- President who, subject to this Constitution, shall hold the office of President for the balance of the term of the President replaced, or the State Council may in its discretion, determine that the vacancy be filled by the Deputy President until the date of the next scheduled election.
- (3) An election pursuant to sub-clause 19(1) or sub-clause 19(2) shall cause the office of Deputy President to be declared vacant immediately prior to the conduct of the election.
- (4) Following an election pursuant to sub-clause 19(1) or sub-clause 19(2) an election pursuant to Clause 19(5) will be conducted for the office of Deputy President from amongst representatives of the alternate constituency to that of the President just elected.
- ~~(3)~~(5) If the office of Deputy President becomes vacant or if for any other reason the Deputy President is unable to take or hold office, then the State Council shall meet to elect from among their number a Deputy President who shall hold the office for the balance of the term of the Deputy President replaced, provided the Deputy President represents the alternate constituency to that of the President.
- ~~(4)~~(6) A State Council representative elected to fill a vacancy of President or Deputy President pursuant to clause 48 19 shall still be eligible for election to a subsequent two (2) full consecutive terms.
9. That Clause 17A – Rotation of Presidency be added to the Association Constitution, as follows:
- 17A – Rotation of Presidency

Action Taken on Resolutions of the 2018 Annual General Meeting

5. At an election for the position of President conducted under sub-clause 17(2), only the incumbent President, subject to complying with sub-clause 17(5), or State Councillors from the alternate constituency to the incumbent President will be eligible to be elected.
6. At an election for the position of President conducted under Clause 19, only State Councillors from the alternate constituency to the incumbent President will be eligible to be elected.
10. That Clause 20 of the Association Constitution be amended with the addition of the underlined words as follows:

A person shall cease or be disqualified from being a representative or deputy representative on the State Council, or from being President or Deputy President of the Association, or from attending State Council in an ex-officio capacity, if that person:
11. That sub-clause 20(j) of the Association Constitution be amended with the addition of the underlined words and the deletion of the strikethrough words as follows:
 - (j) Is a Councillor that has been suspended by the Minister for Local Government under Part 8 of ~~an Ordinary Member that has been peremptorily suspended under Section 8.15C(2)~~ of the *Local Government Act 1995*.
12. That sub-clause 10(2) of the Association Constitution be amended with the addition of the underlined words as follows:
 - (2) Each representative on the State Council shall be entitled to exercise one (1) deliberative vote on any matter considered by the State Council provided that this clause shall not apply to any ex-

Action Taken on Resolutions of the 2018 Annual General Meeting

- officio members of the State Council. The President shall exercise a casting vote only, in the event of there being an equality of votes in respect of a matter considered by the State Council but excluding an election held in accordance with Clause 16 in which the President is entitled to a deliberative vote only.
13. That sub-clauses 2(1), 5(7)(a), 9(1)(d), and 31(4)(b) be amended as follows:
- I. That the following strikethrough words be replaced with the following underlined words in sub-clause 2(1):
- ~~“Local Government Managers Australia” means the Western Australian Division of the Local Government Managers Australia (LGMA), which body is incorporated under the Victorian Companies Act 1961.~~
- “Local Government Professionals Australia WA” means the Western Australian Division of Local Government Professionals Australia.
- II. That sub-clause 5(7)(a) of the Association Constitution relating to Associate Members of WALGA be amended with the words “Local Government Managers Australia (LGMA)” to be replaced with the words “Local Government Professionals Australia WA”.
- III. That sub-clause 9(1)(a) of the Association Constitution relating to ex-officio members of State Council be amended to replace the words “Local Government Managers Australia (LGMA)” with the words “Local Government Professionals Australia WA”.

Action Taken on Resolutions of the 2018 Annual General Meeting

<p>IV That sub-clause 31(4)(b) of the Association Constitution relating to a dispute resolution panel be amended by replacing the word “LGMA” with the words “Local Government Professionals Australia WA”.</p> <p>14. That sub-clause 14(4a)(h) be amended with the addition of the underlined words and the deletion of the strike through words as follows:</p> <p>(h) Is a Councillor <u>that has been suspended by the Minister for Local Government under part 8 of an Ordinary Member that has been</u> peremptorily suspended under Section 8.15C(2)(c) of the Local Government Act 1995.</p>	
<p>4.2 Roadside Vegetation – Regulatory Amendments</p> <p>That the <i>Environmental Protection (Clearing of Native Vegetation) Regulations 2004</i> be amended to permit clearing or reduction of vegetation:</p> <p>3. Within 30m of all farm driveways/gates/entrances; and,</p> <p>4. On road bends and intersections obstructing ‘line of sight’, be cleared.</p>	<p>WALGA has been working with the Department of Water and Environmental Regulation (DWER) and the Department of Biodiversity, Conservation and Attractions (DBCA) in relation to Local Governments’ concerns regarding the operation of the regulations of clearing of native vegetation.</p> <p>DWER has agreed to WALGA’s proposal to establish a Local Government Clearing Regulation Working Group to provide strategic leadership and guidance on roadside clearing guidelines and policy, including permits and offsets.</p> <p>The first meeting of the Working Group is expected to be held in mid-July, following confirmation of the Local Government Officer nominees by State Council.</p> <p>The requested regulatory amendments identified in the resolution are important elements to be addressed through the Local Government Clearing Regulation Working Group.</p>
<p>4.3 GST Revenue Distribution Share of WA</p>	<p>WALGA advocated the need for GST reform to State and Commonwealth officials, and the State has been successful in securing an increased</p>

Action Taken on Resolutions of the 2018 Annual General Meeting

<p>That WALGA adopts a policy and position as the representative of the WA Local Government section to persistently seek and advocate for an increase of the GST distribution share back to Western Australia.</p>	<p>share of GST revenue for WA over the coming years.</p> <p>The changes made to the GST distribution system include:</p> <ul style="list-style-type: none"> • A new equalisation benchmark, which will ensure that no jurisdiction's GST relativity can fall below that of NSW or Victoria. The transition to this new equalisation standard will begin in 2021-22 and will take place over six years. • The introduction of a GST floor, which will see no jurisdiction's GST relativity fall below 0.70 in 2022-23 and 2023-24 and then 0.75 from 2024-25 onwards. • The introduction of short-term top-up payments until 2021-22, to ensure that no jurisdiction will have a GST relativity of below 0.70. <p>The above GST reforms are estimates to provide WA an additional \$8.3 billion between 2018-19 and 2022-23.</p>
<p>4.4 Rural, Regional and Remote Community State Government Funding Cuts</p> <p>That WALGA express its deep concern to the W.A State Government regarding the continued attack on rural, regional and remote communities in W.A through reducing funding to critical services and infrastructure programs, cuts that disproportionately discriminate against already disadvantaged communities across W.A</p>	<p>Following reinstatement of much needed funds and as a result of a resolution from the September 2018 State Council meeting: <i>'That WALGA express its appreciation to the State Government for working together with Local Government for the reinstatement of funds for the School of the Air, CRC's and assistance in accessing federal funding for the Moora Residential College.'</i> Resolution 123.6/2018, correspondence was written to the Premier, Mark McGowan on 20 November 2018 thanking his Government for recognising the incredible value of reinstating much needed funds in regional Western Australia.</p> <p>Notwithstanding, the Association is still pursuing, among many other matters, equity of access in the Regional Health sphere, ensuring access to affordable GROH housing and ensuring program and cost shifting does not continue into the future.</p>

17.2 Appointment of City of Kwinana Representatives to the Alcoa Long Term Residue Management Strategy Stakeholder Reference Group

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

Alcoa has invited the City of Kwinana to nominate an Elected Member representative and a City Officer representative to Alcoa's Long Term Residue Management Strategy Stakeholder Reference Group.

OFFICER RECOMMENDATION:

That Council approve the Elected Member and City Officer appointments to the Alcoa Long Term Residue Management Strategy Stakeholder Reference Group, as follows:

Position / Organisation	Name
Elected Member	
City Officer	Director City Regulation

DISCUSSION:

In 2019, Alcoa will be reviewing the Long Term Residue Management Strategy (LTRMS) for the Kwinana Alumina Refinery.

The LTRMS document is designed to inform local and state governments and the wider community of Alcoa's long term management strategies and commitments for a sustainable future in residue management. In particular, it outlines the current and short term (5 – 7 year) and mid-term (25 year) management strategies for residue, including issues such as:

- Where future residue areas will be located;
- The proposed height requirements for the residue areas; and
- How environmental risks associated with residue storage will be managed.

As part of the LTRMS review, Alcoa seeks stakeholder input through a Stakeholder Reference Group (SRG) and has invited the City of Kwinana to nominate a City Officer representative and an Elected Member representative for the SRG. Ideally, the City Officer would be someone with responsibilities for strategic planning.

It is anticipated that the group will meet fortnightly from August through to October.

Attachment A provides additional information regarding the LTRMS and the SRG's responsibilities.

Appointed City representatives are required to complete the LTRMS nomination form as contained in Attachment B.

17.2 APPOINTMENT OF CITY OF KWINANNA REPRESENTATIVES TO THE ALCOA LONG TERM RESIDUE MANAGEMENT STRATEGY STAKEHOLDER REFERENCE GROUP

If at any time or after an election, the Elected Member no longer holds office, a Council report will be prepared for Council to nominate an Elected Member to the LTRMS Stakeholder Reference Group.

LEGAL/POLICY IMPLICATIONS:

The Elected Members and Officers Representing Council or the City as Delegates Council Policy states:

- 4.1 *Officers appointed to external committees or representing the City at any meeting other than Council meetings are to maintain close liaisons with Council.*
- 4.2 *When a delegate requires a decision from Council in respect to their external appointment, a request should be provided to the Chief Executive Officer to enable the preparation of a written report. The views of the delegate may, if deemed appropriate by the Chief Executive Officer, be expressed in the report, however the Officers should only reflect his or her professional opinion on the subject.*
- 4.3 *Wherever practicable, delegate's reports should be submitted in writing to Council and circulated to Elected Members.*

Section 5.10 of the *Local Government Act 1995* states:

- (2) *provides that at any given time, each Council member is entitled to be a member of at least one committee of Council. If the member is not a member of any other committee, they may nominate themselves to be a member of a committee and the local government is to make them a member.*
- (4) *requires that if the Mayor informs the local government of his or her intention to be a member of a committee, then the local government is to appoint the Mayor to be a member of that committee.*

FINANCIAL/BUDGET IMPLICATIONS:

No financial/budget implications have been identified as a result of this report or recommendation.

ASSET MANAGEMENT IMPLICATIONS:

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

City of Kwinana will be represented on the LTRMS Stakeholder Reference Group. The SRG is given an opportunity to review the draft LTRMS before it is presented to the Residue Planning Liaison Group (RPLG) for their comments. Once the RPLG endorses the LTRMS, it is submitted to the Minister for State Development. Input is then sought from the Minister for Environment before the Minister for State Development endorses the strategy.

17.2 APPOINTMENT OF CITY OF KWINANNA REPRESENTATIVES TO THE ALCOA LONG TERM RESIDUE MANAGEMENT STRATEGY STAKEHOLDER REFERENCE GROUP

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objectives detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Civic Leadership	5.1 An Active and engaged Local Government, focussed on achieving the community's vision

COMMUNITY ENGAGEMENT:

There are no community engagement implications as a result of this report.

PUBLIC HEALTH IMPLICATIONS

There are no implications on any determinants of health as a result of this report.

RISK IMPLICATIONS:

The risk implications in relation to this proposal are as follows:

Risk Event	Without Council representation on committees and organisations, there is a risk that the community will not be represented in decisions made by such committees and organisations or be provided with information that may affect the City of Kwinana.
Risk Theme	Inadequate engagement practices
Risk Effect/Impact	Service Delivery
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Rare
Rating (before treatment)	Low
Risk Treatment in place	Avoid - remove cause of risk
Response to risk treatment required/in place	City Officer has prepared a Council Report, to ensure the Council appoints an Elected Member and a staff member to the Alcoa Long Term Residue Management Strategy Stakeholder Reference Group.
Rating (after treatment)	Low

17.2 APPOINTMENT OF CITY OF KWINANA REPRESENTATIVES TO THE ALCOA LONG TERM RESIDUE MANAGEMENT STRATEGY STAKEHOLDER REFERENCE GROUP**COUNCIL DECISION****507****MOVED CR S MILLS****SECONDED CR W COOPER**

That Council approve the Elected Member and City Officer appointments to the Alcoa Long Term Residue Management Strategy Stakeholder Reference Group, as follows:

Position / Organisation	Name
Elected Member	Councillor Dennis Wood
City Officer	Director City Regulation

**CARRIED
8/0**

NOTE – That the Officer Recommendation has been amended to include the Elected Member representative nominated.



Introduction

The Long Term Residue Management Strategy (LTRMS) is designed to inform local and state governments and the wider community of Alcoa's long term management strategies and commitments for a sustainable future in residue management. In particular it outlines the current short term (5-7 year) and mid term (25 year) management strategies for residue, including issues such as:

- Where future residue areas will be located,
- The proposed height requirements for the residue areas, and
- How environmental risks associated with residue storage will be managed.

The LTRMS also addresses the current closure strategy for the residue area including future land use options, and current research into residue management, reuse and revegetation. It is not intended to duplicate documents or processes already in place to address current operational management issues. These issues are dealt with via the Environmental Improvement Plan (EIP) process.

The LTRMS is a reflection of current knowledge, technology and regulatory standards. The document does not provide detailed engineering information for future residue management, however such information is available from Alcoa upon request.

History

As part of the 1989 Consultative Environmental Review (CER) for the Wagerup Unit Two Expansion, Alcoa agreed to develop long term and closure management plans for residue deposits in consultation with relevant State agencies, as well as to submit design reports and monitoring results from the residue areas to the then Water Authority of Western Australia (WAWA). In March 1990 the Minister for the Environment authorised the proposed expansion, subject to certain conditions including the development of a satisfactory "walk away solution" for the residue deposits.

In response to these conditions the Residue Planning Liaison Group (RPLG) was formed in 1992. The role of the RPLG is to facilitate the planning activity and to review and endorse the plans developed by Alcoa for submission to the Minister for State Development and the Minister for the Environment.

The RPLG has representatives from the Department of Jobs, Tourism, Science and Innovation (chair), Department of Water and Environmental Regulation, Water Corporation, Department of Planning, Lands and Heritage, Department of Primary Industries and Regional Development, the Peel Development Commission, and Local Government.

The RPLG has agreed to the following main elements of the LTRMS:

- identification of the major stakeholders in the planning process and a listing of the key issues of concern to them,
- discussion of the key issues, the environmental concerns stemming from them, and the current and recommended future management strategies to address them,
- conceptual plans for the expansion of drying facilities over the 50 year planning period,
- recommendation of a closure strategy for the deposits which satisfies, as far as possible, the concerns of the major stakeholders, and
- analysis of the gaps between the current situation and the desirable end condition and thereby identify improvement opportunities and research and development needs.

In August 1995 an expansion of the Wagerup Refinery was authorised by the Minister for the Environment. The Minister's statement (Number 390) replaced the earlier 1989 Ministerial conditions with expanded and clarified conditions related to long-term residue management. These required Alcoa to:

- develop a closure strategy and long term management plan for the RSAs at Wagerup in consultation with the RPLG, to the satisfaction of the Minister for Environment,
- report annually on progress towards developing the closure strategy,
- implement the closure strategy to the satisfaction of the Minister for Environment (the timing of implementation shall be determined on advice from the Minister responsible for administering the Alumina Agreement Act), and
- periodically review the long term management plans for the residue deposit in consultation with the RPLG.

Although no such conditions have been set for the Kwinana Refinery, Alcoa has voluntarily committed to meeting these conditions for the Kwinana operations.

The Kwinana Alumina Refinery LTRMS is routinely reviewed every five years.

Stakeholder Involvement

Historically, Alcoa's residue planning was largely an internal process with feedback incorporated from government agencies. In 2000, Alcoa broadened the consultation process to seek input from the local community on the proposed LTRMS. Government feedback was sought separately through the RPLG process.

Alcoa has further developed its consultation process for major developments and strategic planning to a Stakeholder Reference Group (SRG) process. This process involves the formation of an advisory group, with all affected stakeholder groups represented, to work with Alcoa in their development of the LTRMS. This transparent process ensures the local and state government departments and community members have

access to the same information from the company, and better understand each other's issues and perspectives. The group works together to provide the company with a series of 'Guiding Principles', or recommendations, for Alcoa to consider in the development of the LTRMS. This consultation process assists Alcoa to:

- Have stakeholders directly involved in the planning process,
- Ensure that the concerns and queries of the local community, local governments and regulatory authorities are considered, and
- Ensure Alcoa's responses to these issues are transparent and documented.

The SRG is given an opportunity to review the draft LTRMS before it is presented to the RPLG for their comments. Once the RPLG endorses the LTRMS, it is submitted to the Minister for State Development. Input is then sought from the Minister for Environment before the Minister for State Development endorses the strategy. This process is illustrated in Figure 1.

SRG Responsibilities

The responsibilities of the SRG are to:

- Consider the long term planning and strategic issues in residue management (e.g. health impacts, dust management, land use management, options for use and reuse of residue, rehabilitation and residue footprint),
- Provide advice to Alcoa on:
 - (a) Long term local and regional land use planning issues which may impact or be impacted by residue management, and
 - (b) Factors that influence long-term residue management,
- Provide a summary of their deliberations to be included in the development of the LTRMS, and
- Conform to the Terms of Reference of the group.

SRG Meetings

The SRG will meet approximately three-weekly from August through to October to cover all the topics to be included in the LTRMS. It is anticipated that there will be approximately five meetings, running for approximately three hours each (approximately 15 hours total). The standard format of the meetings will be:

- Alcoa presentation covering:
 - Overview of the topic,
 - A summary of management changes and performance since 2012 (including those changes associated with the introduction of residue filtration), and
 - An update on work in response to the 2012 LTRMS and 2013 Partial Review Guiding Principles.
- Questions and discussion on information presented.
- SRG discussion and formulation of draft Guiding Principles.

Towards the end of the SRG meeting process, the SRG will meet to review all the draft Guiding Principles developed and finalise the Guiding Principles to be submitted to Alcoa for consideration in the development of the LTRMS.

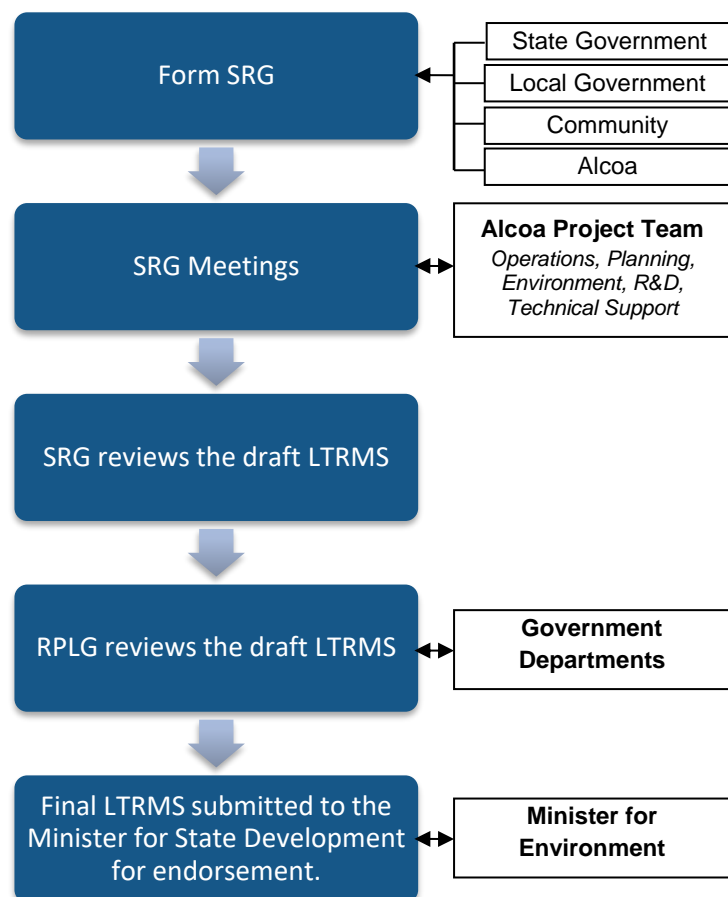


Figure 1: LTRMS Review Framework

Alcoa will consider all the Guiding Principles submitted by the SRG, and will provide a formal response to each of the Guiding Principles at the final meeting. Each Guiding Principle and Alcoa's response will be included in the LTRMS document.

Once Alcoa has the LTRMS document drafted, the SRG members will be asked to review the document to ensure it accurately reflects the discussions had at the SRG meetings, and that the information presented in the plan is easy to understand. It is anticipated this review will take SRG members approximately 3 hours to complete.

SRG Nominations

Alcoa is currently seeking nominations from interested stakeholders who wish to participate in the SRG. If you are interested in nominating to be a representative on the SRG, please complete the enclosed nomination form and return it to Alcoa no later than **Friday, 19th July 2019**.

If more community member nominations are received than are required, an information session will be arranged to outline the process for developing the LTRMS and the Terms of Reference and expectations of those wishing to participate. At the end of the session, a selection process will be conducted to finalise the community representation on the SRG.

Questions and More Information

If you have any questions or would like some more information about Alcoa's LTRMS and the SRG process, please contact either:

- Scott Hansen – Kwinana Refinery Community Relations Officer on (08) 9410 3171 or Scott.Hansen@alcoa.com; or
- Anika Wall –Senior Environmental Consultant (WA Residue), on (08) 9410 3904 or Anika.Wall@alcoa.com.



Long Term Residue Management Strategy Nomination Form		
Name		
Address		
Telephone		
Email		
I would like to join the SRG because I can contribute...		
Please name the area in which you are a resident, land or business owner:		
Do you represent any particular group?		
Please indicate which days/times you are available:		
Mondays	Thursdays	Fridays
<input type="checkbox"/> Morning	<input type="checkbox"/> Morning	<input type="checkbox"/> Morning
<input type="checkbox"/> Afternoon	<input type="checkbox"/> Afternoon	<input type="checkbox"/> Afternoon

Please return this form **by Friday 19th July 2019** to:

Scott Hansen
Community Relations Officer
Kwinana Alumina Refinery
Alcoa of Australia
PO Box 161
KWINANA WA 6966
Scott.Hansen@alcoa.com

18 Councillor Reports

18.1 Councillor Wendy Cooper

Councillor Wendy Cooper reported that she had attended the City of Kwinana Mayoral Chains Concept Design and Colour Meeting.

Councillor Cooper advised that she had attended the City of Kwinana Executive Appraisal Committee Meeting.

Councillor Cooper mentioned that she had attended the on-site Calista Petrol Station Meeting.

Councillor Cooper reported that she had attended the Community Leaders Meeting.

18.2 Councillor Sandra Lee

Councillor Sandra Lee reported that she had attended the Laughing Horse Production of Oliver, the Musical, at the Koorliny Arts Centre and that it is pleasing to see the community grants going to great entertainment for our community and involving local people.

19 Response to Previous Questions

Question taken on notice at the Ordinary Council Meeting held on 12 June 2019

19.1 Jenny Hartley, Parmelia

Question 1

The 8 May 2019 minutes, I noticed there was a cheque to Accord Security but some of these invoices dated back to 2018, and I was wondering why this was the case?

Response

The Mayor took the question on notice

Further response from the City of Kwinana

There was no agenda item presented to the 8 May 2019 Ordinary Council Meeting relating to payments. At the 20 April 2019 Ordinary Council Meeting there was an agenda item for Accounts for Payment for the Month ended 31 March 2019. Included in the list of payments were payments made to Accord Security. There were four payment made that relate to services undertaken in 2018. City Officers had requested further information to Accord Security before payment of services for the Edge Skatepark and guard duties at the Darius Wells Library and Resource Centre were approved that dated back to May 2018. Once further information was provided by Accord Security the payment was made. The other two invoices were related to services undertaken in November 2018 and due to the timing of receiving these invoices it was not until March 2019 that these were paid.

19 RESPONSE TO PREVIOUS QUESTIONS

Question 3

City Assist procedure, there was a vehicle that had an accident, I believe close to Wellard roundabout, this was reported online as an accident and the vehicle was there for some time. I have spoken to officers and apparently, Council has one set of procedures and the Police have one set of procedures, but because it had been involved in an accident, there were a number of people who had been concerned that maybe there was person that had not been located. Apparently, City Assist had given this guy 24 hours to remove the vehicle because he was there but people are going past this vehicle.

The Mayor asked if Mrs Hartley could advise roughly, when this occurred?

Ms Hartley advised it was before the last meeting that I didn't attend and added that there are two lots of stickers. The Council has one lot which is a blue sticker and Police have one which is an orange sticker, I can understand vehicles being dumped and finding the owner but because this vehicle had hit a tree, it was damaged and that's kind of different to a normal dumping so it should have had an orange sticker on it, so that people driving by wouldn't see it and be traumatised, and wonder if it has been reported to the Police and whether the person had been hurt.

Mayor sought clarification and asked Ms Hartley if she wanted clarification of the procedure undertaken by City Assist in these circumstances?

Ms Hartley advised that apparently in this particular case the occupant of the vehicle was still in the vehicle when City Assist attended, he was given 24 hours to remove the vehicle, which is fair enough, then it would be stickered, but in this case people are driving past later in the day thinking this accident has just taken place because nobody knows what has taken place, they see a damaged vehicle that has hit a tree. It is just that people driving past see it and having been involved in training exercises myself with the fire brigade and having to look for occupants of vehicles, like a baby up a tree that nobody found, you sort of look at it from a slightly different perspective. So maybe even though City Assist had given him that amount of time, maybe something should have been put on the vehicle to advise others that everything had been done and it had been dealt with. I rang the Police about it and they said they have an orange sticker, which they said Council should have, but apparently, Council does not have those, they have a blue one.

Response

The Mayor took the question on notice.

Further response from the City of Kwinana

The City's involvement in a traffic incident will depend on the nature and context of the incident.

In short, the City's involvement depends on whether the WA Police have already investigated the matter or have an interest in it. Ultimately, traffic crashes and incidents are a matter for the WA Police to investigate, including the welfare of the driver and passengers or other parties involved in the matter. The City only becomes involved when the WA Police inform the City to take action – this generally occurs after the WA Police have dealt with the incident.

General Process

Upon observing a traffic incident or being notified of one by a resident, City Officers will immediately contact the WA Police and ask whether they are aware of the incident and whether the vehicle the subject of the incident is of interest to them e.g. because it has been reported for another offence etc.

19 RESPONSE TO PREVIOUS QUESTIONS

If the vehicle is of interest to the WA Police, the City has no further involvement in the matter unless the WA Police ask the City to assist. Generally, in these situations the vehicle is to remain where it is located (similar to a crime scene) without any interference from residents or City Officers. In most cases, once the WA Police have undertaken their enquiries they will either arrange for the removal of the vehicle themselves or they will ask the City to arrange for the removal of the vehicle. If the incident doesn't warrant the immediate removal of the vehicle, the WA Police will place an orange sticker on the vehicle. This sticker indicates to City Officers, residents etc. that the incident has been investigated by the WA Police.

If the vehicle is of no interest to the WA Police, City Officers will place a blue sticker on the vehicle. In addition to placing the blue sticker on the vehicle, City Officers will also determine whether the vehicle is in a dangerous location e.g. if its position on the road or verge could cause risk or harm to other road users. If the vehicle is not in a dangerous location, the City Officers will mark the vehicles tyres and commence the impound process for the vehicle. If the vehicle is in a dangerous location then City Officers will arrange for the immediate removal of the vehicle and have it impounded.

The Stickers

The use and the colour of the sticker is not regulated, however the City uses Blue stickers so that other City Officers are aware at first sight that City Officers have attended the incident and that the situation will need further follow up by the City. The use of the orange sticker by WA Police also helps the City's Officers to quickly determine if the WA Police are aware of the incident and therefore that the City doesn't need report it to the WA Police.

20 Mayoral Announcements (without discussion)

Mayor Carol Adams reported that she had attended a Tour of Austal Ships in Henderson with Mr Paddy Greg, Chief Operations Officer.

The Mayor advised that she had done some media for the upcoming National Tree Planting Day on Sunday 28 July; which forms part of the City's Living Green in 2019 program. The Mayor further advised that over the past 10 years the City had planted approximately 10,000 trees.

The Mayor mentioned that she had attended the Kwinana Returned and Services League (RSL) Annual Christmas in July event.

The Mayor reported that she had attended the Laughing Horse Production of Oliver, the Musical at the Koorliny Arts Centre.

21 Matters Behind Closed Doors

Nil

22 Meeting Closure

The Mayor declared the meeting closed at 7:29pm.