

# Ordinary Council Meeting

5 February 2025

## Agenda

Notice is hereby given of Ordinary Meeting of Council to be held in the Council Chambers, City of Kwinana Administration Centre commencing at 6:00 PM.

Wayne Jack  
Chief Executive Officer

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](http://www.kwinana.wa.gov.au)

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## 1 OPENING AND ANNOUNCEMENT OF VISITORS

Presiding Member to declare the meeting open and welcome all in attendance.

Presiding Member to announce that the Ordinary Council Meeting is being live streamed and recorded in accordance with the City's Live streaming and Recording Council Meetings policy.

By being present at this meeting, members of the public consent to the City recording and livestreaming their image and/or voice.

## 2 WELCOME TO COUNTRY AND ACKNOWLEDGEMENT OF COUNTRY

**DEPUTY MAYOR BARRY WINMAR TO PRESENT THE WELCOME TO COUNTRY:**

*"NGULLAK NYINNINY KOORALONG KOORA NGULLAK NOITJ NIDJA NOONGAR BOODJAR. NOONGAR MOORT DJOORAPINY NYINNINY NIDJA NGULLA QUOPADOK NOONGAR BOODJAR KOORALONG.*

FROM THE BEGINNING OF TIME TO THE END, THIS IS NOONGAR COUNTRY. NOONGAR PEOPLE HAVE BEEN GRACEFUL KEEPERS OF OUR NATION FOR MANY, MANY YEARS.

*DJINANGINY KATATJIN DJOORAPINY NIDJA WEERN NOONGAR BOODJAR NGALLA MIA MIA BOORDA.*

LOOK, LISTEN, UNDERSTAND AND EMBRACE ALL THE ELEMENTS OF NOONGAR COUNTRY THAT IS FOREVER OUR HOME.

*KAYA WANDJU NGAANY KOORT DJOORPINY NIDJA NOONGAR BOODJAR DAADJALING WAANKGANINYJ NOONGAR BOODJAR.*

HELLO AND WELCOME MY HEART IS HAPPY AS WE ARE GATHERED ON COUNTRY AND MEETING HERE ON NOONGAR COUNTRY"

**PRESIDING MEMBER TO READ THE ACKNOWLEDGEMENT OF COUNTRY:**

*"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 AND WE PAY OUR RESPECTS TO THEIR ELDERS PAST AND PRESENT."*



### **3 DEDICATION**

Deputy Mayor Barry Winmar to read the dedication:

*"May we, the Elected Members of the City of Kwinana, have the wisdom to consider all matters before us with due consideration, integrity and respect for the Council Chamber.*

*May the decisions made be in good faith and always in the best interest of the greater Kwinana community that we serve."*

### **4 ATTENDANCE, APOLOGIES, LEAVE(S) OF ABSENCE (PREVIOUSLY APPROVED)**

**Apologies:**

**Leave(s) of Absence (previously approved):**

Nil

### **5 PUBLIC QUESTION TIME**

In accordance with the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996*, any person may during Public Question Time ask any question.

In accordance with Regulation 6 of the *Local Government (Administration) Regulations 1996*, the minimum time allowed for Public Question Time is 15 minutes.

A member of the public who raises a question during Question Time is to state his or her name and address.

Members of the public must provide their questions in writing prior to the commencement of the meeting. A public question time form must contain all questions to be asked and include contact details and the form must be completed in a legible form.

Please note that in accordance with Section 3.4(5) of the *City of Kwinana Standing Orders Local Law 2019* a maximum of two questions are permitted initially. An additional question will be allowed by the Presiding Member if time permits following the conclusion of all questions by members of the public.

### **6 RECEIVING OF PETITIONS, PRESENTATIONS AND DEPUTATIONS**

#### **6.1 PETITIONS**

A petition must –

- be addressed to the Mayor;
- be made by electors of the district;
- state the request on each page of the petition;
- contain at least five names, addresses and signatures of electors making the request;
- contain a summary of the reasons for the request;
- state the name of the person to whom, and an address at which, notice to the petitioners can be given; and

be respectful and temperate in its language and not contain language disrespectful to Council.

The only motion which shall be considered by the Council on the presentation of any petition are –

that the petition be received;  
that the petition be rejected; or  
that the petition be received and a report prepared for Council.

## 6.2 PRESENTATIONS

In accordance with Clause 3.6 of the *Standing Orders Local Law 2019* a presentation is the acceptance of a gift, grant or an award by the Council on behalf of the local government or the community.

Prior approval must be sought by the Presiding Member prior to a presentation being made at a Council meeting.

Any person or group wishing to make a presentation to the Council shall advise the CEO in writing before 12 noon on the day of the meeting. Where the CEO receives a request in terms of the preceding clause the CEO shall refer it to the presiding member of the Council committee who shall determine whether the presentation should be received.

A presentation to Council is not to exceed a period of fifteen minutes, without the agreement of Council.

## 6.3 DEPUTATIONS

In accordance with Clause 3.7 of the *Standing Orders Local Law 2019*, any person or group of the public may, during the Deputations segment of the Agenda with the consent of the person presiding, speak on any matter before the Council or Committee provided that:

the person has requested the right to do so in writing addressed to the Chief Executive Officer by noon on the day of the meeting.  
setting out the agenda item to which the deputation relates;  
whether the deputation is supporting or opposing the officer's or committee's recommendation; and  
include sufficient detail to enable a general understanding of the purpose of the deputation.

A deputation to Council is not to exceed a period of fifteen minutes, without the agreement of Council.

**7 CONFIRMATION OF MINUTES**

**7.1 MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 11 DECEMBER 2024**

**RECOMMENDATION**

**That the Minutes of the Ordinary Council Meeting held on 11 December 2024 be confirmed as a true and correct record of the meeting.**

**8 DECLARATIONS OF INTEREST (FINANCIAL, PROXIMITY, IMPARTIALITY – BOTH REAL AND PERCEIVED) BY MEMBERS AND CITY OFFICERS**

Section 5.65(1) of the *Local Government Act 1995* states:

A member who has an interest in any matter to be discussed at a council or committee meeting that will be attended by the member must disclose the nature of the interest —

in a written notice given to the CEO before the meeting; or  
at the meeting immediately before the matter is discussed.

Section 5.66 of the *Local Government Act 1995* states:

If a member has disclosed an interest in a written notice given to the CEO before a meeting then —

before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and  
at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before the matters to which the disclosure relates are discussed.

**9 REQUESTS FOR LEAVE OF ABSENCE**

**10 ITEMS BROUGHT FORWARD FOR THE CONVENIENCE OF THOSE IN THE PUBLIC GALLERY**

**11 ANY BUSINESS LEFT OVER FROM PREVIOUS MEETING**

NIL

**12 RECOMMENDATIONS OF COMMITTEES**

Nil

**13 ENBLOC REPORTS**

Nil

**14 REPORTS – COMMUNITY**

Nil



## 15 REPORTS – ECONOMIC

### 15.1 APPLICATION FOR RATE EXEMPTION - RATE PROPERTY ID 5811 - MAHAMEVNAWA BUDDHIST MONASTERY OF PERTH

#### SUMMARY

Mahamevnawa Buddhist Monastery of Perth Ltd have submitted a request for rate exemption for a property situated in City of Kwinana suburb of Casuarina. The request attests that their property is used as a place of residence of a minister of religion as per Section 6.26(2)(d) of the *Local Government Act 1995*. The subject property is owned by Mahamevnawa Buddhist Monastery which is used as the primary residence to allow the Monks to reside in the property and conduct activities relating to the advancement of religion.

#### OFFICER RECOMMENDATION

**That Council resolves to approve the application for rate exemption as per Section 6.26(2)(d) of the Local Government Act 1995 for 7 Born Road, Casuarina, owned by Mahamevnawa Buddhist Monastery of Perth Ltd included within property ID 5811.**

#### VOTING REQUIREMENT

Simple majority.

#### DISCUSSION

Property ID 5811 is owned by Mahamevnawa Buddhist Monastery of Perth Ltd who have made an application for a rate exemption. The property is the primary residence for Monks to reside and conduct activities relating to the advancement of religion.

Mahamevnawa Buddhist Monastery of Perth Ltd (MBMP) is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity. MBMP purpose is to foster personal and spiritual development of those individuals in the community through teachings of the Supreme Buddha according to the doctrines found in the ancient Pali Canon of Theravada Buddhism.

MBMP have supplied the City with a copy of its ACNC certificate, Rate Exemption application, financial statements (2 years), Governing Document - MBMP Constitution, letter stating primary use of residence and Statutory Declaration. The relevant documentation with regards to this have been reviewed by Council Officers.

MBMP meets the criteria for rate exemption, and this was assessed against the WALGA "Rates and Charitable Land use Exemption Applications – Best Practice Guideline" developed in consultation with the WA Rates Officers' Association. The date of effect for the rate exemption, if approved would be 1 July 2024.

Should the rate exemption be approved by Council, Landgate Valuation Services would then need to be instructed to exclude the Gross Rental Valuation (GRV) for the property owned by MBMP from the valuation utilised for rating purposes.

## STRATEGIC IMPLICATIONS

There are no strategic implications as a result of this proposal.

## SOCIAL IMPLICATIONS

There are no social implications as a result of this proposal.

## LEGAL/POLICY IMPLICATIONS

*The Local Government Act 1995* deems certain land non-rateable under the statutes of Section 6.26 of the Act. MBMP is seeking exemption in accordance with subsection 6.26(2)(d) of the section, which 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 –*
  - (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; land used exclusively for charitable purposes.*

## FINANCIAL/BUDGET IMPLICATIONS

If the rate exemption were to apply, the property would remain liable for the payment of ESL and any applicable refuse and service charges. If approved by Council, the City Administration will include the property in the City's Register of Non-Rateable Properties and review their status on a triannual basis for continuation of exemption compliance.

The total exemption of rates would have an approximate reduction in rate revenue of \$4,271.30 for 2024/2025 financial year and would have similar financial implications for on-going financial years while the rate exemption is in effect.

## ASSET MANAGEMENT IMPLICATIONS

There are no Asset Management implications because of this proposal.

## ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

There are no environmental/public health implications because of this proposal.

## COMMUNITY ENGAGEMENT

There are no Community Engagement implications because of this proposal.

## ATTACHMENTS

- A. Statutory Declaration [↓](#)
- B. Application for Rate Exemption [↓](#)
- C. Rate Exemption - Letter from Property Owner [↓](#)
- D. ACNC Certificate [↓](#)

**E. Governing Document MBMP Constitution** [↓](#)

## Western Australia

### ***Oaths, Affidavits and Statutory Declarations Act 2005***

#### **Statutory Declaration**

I, <u>Hemantha Rajamanthri</u>	{name of person making declaration}
of 7 Born Road, Casuarina WA 6167	{address of person making declaration}
occupation President / Director	{occupation of person making declaration}

sincerely declare as follows:

The primary purpose of the purchase of the property is to allow the Buddhist Monks to reside in this property and conduct activities relating to the advancement of the religion, which is spread of Dhamma (Supreme Buddhas teachings).

{insert above the content of the statutory declaration; use numbered paragraphs if content is long}

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*.

At Riverton {place}

On 12/08/2024 {date}

By  {Signature of person making the declaration}

In the presence of

 {Signature of authorised witness}

Asanka Dissanayake {Name of authorised witness}

Accountant - CPA {Qualification as such a witness}



**\*Important - This Declaration must be made before any of the following persons:**

Academic (post-secondary institution)	Local government councillor
Accountant	Loss adjuster
Architect	Marriage Celebrant
Australian Consular Officer	Member of Parliament
Australian Diplomatic Officer	Minister of religion
Bailiff	Nurse
Bank Manager	Optometrist
Chartered secretary	Patent Attorney
Chemist	Physiotherapist
Chiropractor	Podiatrist
Company auditor or liquidator	Police officer
Court officer (magistrate, registrar or clerk)	Post Office manager
Defence Force officer	Psychologist
Dentist	Public Notary
Doctor	Public Servant (State or Commonwealth)
Electorate Officer (State – WA only)	Real Estate agent
Engineer	Settlement agent
Industrial organisation secretary	Sheriff or deputy Sheriff
Insurance broker	Surveyor
Justice of the Peace (any State)	Teacher
Lawyer	Tribunal officer
Local government CEO or deputy CEO	Veterinary surgeon

Full descriptions of these professions are available via the following website link  
[http://www.courts.justice.wa.gov.au/files/Professions\\_witness\\_statutory\\_declarations.pdf](http://www.courts.justice.wa.gov.au/files/Professions_witness_statutory_declarations.pdf)

**Or**

any person before whom, under the *Statutory Declarations Act 1959* of the Commonwealth, a Statutory Declaration may be made.

Any authorised witness for the State of Western Australia may also witness a Commonwealth Statutory Declaration, as long as they are in Western Australia at the time of witnessing - Schedule 2, item 231 of the *Statutory Declarations Regulations 1993 (Commonwealth)*.

**Further information on witnessing documents is available at**  
[www.courts.justice.wa.gov.au](http://www.courts.justice.wa.gov.au).

**Last updated on 31 October 2017**



## Application for Rate Exemption

The information that you provide in this application form will be the basis for comparison against the Statutes of Section 6.26(2) of the *Local Government Act 1995*.

All sections of the form must be completed and all additional requested documentation must be attached for your application to be accurately assessed. **Failure to provide any requested information may result in the rejection of your application.**

Please note, that the lodgement of an application for rate exemption does not affect the liability to pay any rate or service charge imposed under the *Local Government Act 1995*, pending determination of the application for rate exemption. A formal written response will be issued once the application for rate exemption has been assessed.

### 1. Property Owner Details

- a) Rates Property ID number: 5811
- b) Property Owners Name(s): Mahamevnawa Buddhist Monastery of Perth
- c) Property Address: 7 Born Road  
Casuarina WA 6167
- d) Owners Postal address: As Above
- e) Owners Phone Number: 0401805637
- f) Owners email Address: mbmc.perth.secretary@gmail.com

### 2. Applicant's Details

- a) Name of Organisation: Mahamevnawa Buddhist Monastery of Perth
- b) Contact Person: Asanka Dissanayake
- c) Position held: Secretary/ Director
- d) Postal address: 7 Born Road  
Casuarina WA 6167
- e) Contact Phone Number: 0458999544
- f) Contact email Address: mbmc.perth.secretary@gmail.com
- g) Is the organisation the owner of the property? Yes ☒ No ☐
- h) Does the organisation lease the property? Yes ☐ No ☒

**NB: If yes, please provide a copy of the Head Lease, Lease Agreement and/or Residential Tenancy Agreement if the property is sub-let.**

- i) Does the organisation occupy the whole of the property? Yes ☒ No ☐

- j) Is the exemption claimed over the whole property? Yes ☒ No ☐

**If no, please provide a building plans detailing the area that exemption is sought.**

- k) Is the organisation exempt from the payment of rates under any Act other than the *Local Government Act 1995*? Yes ☐ No ☒  
**If Yes, please state under which Act the organisation is rate exempt.**

### 3. Organisational Information

- a) Please attach a copy of the organisation's Constitution.
- b) Briefly describe the primary use for the property (i.e. Residence, Church, Homeless Shelter, Shop Crisis Centre etc) The primary purpose of the purchase of the property is to allow the Monks to reside in this property and conduct activities relating to the advancement of the religion.

**NB: A Statutory Declaration attesting to the actual property usage must be submitted with this review form.**

- c) Does the organisation receive income from the use of the property? Yes ☐ No ☒

**If yes, please attach a detailed statement listing the activities and types of income received from these operations on an annual basis.**

- d) Are commercial activities being conducted at the property address? Yes ☐ No ☒

**If Yes, please attach a detailed statement of any the commercial activities conducted at the property address.**

- e) Please attach a copy of two years audited financial statements.

### 4. Checklist for Document Attachments

- a) Copy of Head Lease, Lease Agreement or Sub-Lease Residential Tenancy Agreement ☐
- b) Building Floor Plans detailing leased areas. ☐
- c) Copy of Constitution

d) Copy of two years audited financial statements

☒

e) Statutory Declaring attesting to property usage.

☒

**NB: This statement is to include the type of operations, any income Received from the operations, details of any commercial activities.**

f) Please include any other details that may assist with the approval of your application or any documents/information requested by the City.

☒

## 5. Declaration

I declare that the answers, information and documentation provided in the Rate Exemption Application are true and correct to the best of my knowledge. I am authorised by the organisation to execute this document.

**Name:** Asanka Dissanayake

**Position:** Secretary / Director

**Organisation:** Mahamevnawa Buddhist Monastery of Perth

**Signature:** Asanka Dissanayake Digitally signed by Asanka Dissanayake  
Date: 2024.08.12 22:54:29 +08'00'

**Date:** \_\_\_\_\_

## OFFICE USE ONLY

Rate Exemption Application Approved

Yes

☐

No

☐

Effective Date of Exemption: \_\_\_\_\_

Reason:

The decision to approve/deny a Rate Exemption under Section 6.26(2)(g) of the Local Government Act 1995 was resolved by Council

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

Meeting: \_\_\_\_\_





# Mahamevnawa

## Buddhist Monastery of Perth

ABN - 48 613 817 182    ACN - 613 817 182

7 Born Road, Casuarina WA 6167  
Phone: +61 (08) 9490 8241  
Web: <https://mahamevnawaperth.org.au>    Email: [info@mahamevnawaperth.org.au](mailto:info@mahamevnawaperth.org.au)

12 August 2024  
City of Kwinana  
PO Box 21,  
KWINANA WA 6966

Attention: Rates Assessor

Dear Sir/Madam,

**Mahamevnawa Buddhist Monastery of Perth: Application for Exemption from Rates.**  
**7 Born Road, Casuarina WA 6167**  
**Property Id: 5811**  
**Valuation number 129377**

We wish to apply for exemption from rates for the above land. The land is used exclusively as a place of residence for the Monks of the Monastery and is exempt under section 6-26(2)(g) of the WA Local Government Act.

#### **The Land**

The land in question is at 7 Born Road, Casuarina 6167.

The land was purchased by the Mahamevnawa Buddhist Monastery Perth (Monastery) on 01 February 2024.

The primary purpose of the purchase of the property is to allow the Monks to reside in this property and conduct activities relating to the advancement of the religion, which is spread of Dhamma (Supreme Buddhas teachings).

#### **Monastery as a charitable institution**

It must still be determined whether the body (or purpose) is charitable by reference to common law principles. In *Commissioners for Special Purposes of Income Tax v Pemsel* [1891] AC Liability 531, Lord Macnaghten identified that the purposes set out in the preamble fell within four heads of charity which have subsequently developed into –

1. the relief of the aged, impotent and poor;
2. the advancement of education;
3. the advancement of religion; and
4. other purposes beneficial to the community.

#### *Third head of charity*

The Monastery falls within the Third Head of Charity. According to the Constitution the advancement of the religion is the primary purpose of the Monastery and Monks who reside in the property conduct these services.

A copy of the Constitution was attached for further reference.

It is also registered with ACNC and that information was attached.

**Summary**

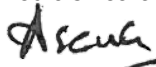
The land in question is used by the Monastery for Monks residence, which links to the purpose of advancement of religion.

1. The use of the land in part for Monk's residence is a charitable purpose in its own right. Without the Monks the Monastery cannot function.
2. Where Monks are engaged in work associated with the body's charitable activities, it is generally accepted that those persons are being engaged exclusively in the charitable work of that body.
3. The Office of State Revenue has accepted that the land is to be used for charitable purposes, and no duty was charged on the purchase of the land.

Based on the above, we consider that the land in question meets the requirements of section 6-26(2)(g) of the WA Local Government Act, and therefore not rateable.

If you have any questions or require any further information, please contact me on 0458 999 544 or at [mbmc.perth.secretary@gmail.com](mailto:mbmc.perth.secretary@gmail.com)

Yours Sincerely,



Asanka Dissanayake  
Secretary / Director



Australian  
**Charities** and  
Not-for-profits  
Commission



THIS CERTIFIES THAT

**Mahamevnawa Buddhist Monastery of Perth Ltd**

ABN: 48613817182

HAS BEEN REGISTERED BY THE

**Australian Charities and Not-for-profits Commission**

ON THE DATE OF

**01/08/2016**

CERTIFIED BY

A handwritten signature in black ink, located below the text "CERTIFIED BY".

**Hon. Dr Gary Johns**

**Commissioner**

Australian Charities and Not-for-profits Commission



# CONSTITUTION OF MAHAMEVNAWA BUDDHIST MONASTERY OF PERTH

Australian Company Number (ACN) 613 817 182

Australian Business Number (ABN) 48 613 817 182

A Company limited by guarantee

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## Preliminary

### 1. Name of the Company

- 1.1 The name of the Company is MAHAMEVNAWA BUDDHIST MONASTERY OF PERTH.
- 1.2 The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.

### 2. Limited liability of Members

- 2.1 The liability of Members is limited to the amount of the guarantee in clause 3.

### 3. The Guarantee

- 3.1 Each Member must contribute an amount not more than \$10 (the guarantee) to the property of the Company if the Company is wound up while the Member is a Member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:
  - (a) debts and liabilities of the Company incurred before the Member stopped being a Member, or
  - (b) costs of winding up.

### 4. Definitions

- 4.1 In this constitution, words and phrases have the meaning set out in clauses 75 and 76.

## Charitable purposes and powers

### 5. Object

- 5.1 The Company's objects are to pursue the following charitable purposes:
  - a) to foster personal and spiritual development of those individuals in the community through teachings of the Supreme Buddha according to the doctrines found in the ancient Pali Canon of Theravada Buddhism. The teachings encourage the community to practice fundamental virtuous behaviours, meditation and develop wisdom to help individuals reach the ultimate happiness that comes with the understanding of the true nature of life.
  - b) to teach, educate and provide training in meditation to achieve a state of sound mental health, equilibrium and tranquillity. Routine Dhamma programs help the children, the youth and the elderly develop key behavioural traits required to bring about wholesome mental states. These qualities lay a solid foundation for aptitudes required to live a peaceful family life, and respect all in society.
  - c) to organise regular volunteer-based social and public welfare programs within Australia and worldwide through various charitable, philanthropic, benevolent and humanitarian works to those in need, without any discrimination of race, age, religion or any other criterion.

- d) to provide education to uplift the spiritual knowledge and experiences of children through Sunday Dhamma School & children's Dhamma sessions with the aim of nurturing strong wholesome character traits in children such as, patience, compassion and generosity based on the observance of five Precepts. A vital element of implementing programs and events for the young generation is the systematic cultivation of exceptional mental states such as loving-kindness, altruistic joy and equanimity.
- e) to help children and the youth learn and converse in the Sinhala language, in order to allow a stronger connection with the language and culture of their ancestors through the Sinhala language school of the Company and specially organised Sri Lankan cultural programs. The school and programs will help establish a wider intercultural appreciation, cross-cultural awareness and social cohesion, preventing intergenerational conflict amongst culturally and linguistically diverse communities.
- f) to provide blessings and spiritual advice to the Congregation, counselling for youth, adults and families, visiting retirement villages and hospitals of elderly devotees with the aim of relieving their mental and physical concerns through the chanting of blessings, counselling and meditation practices.
- g) to maintain a library of books written in English and Sinhalese on the teachings and practices of Theravada Buddhism, Sri Lankan history and Sinhalese cultural practices in order to encourage self-education.
- h) to provide facilities for devotees to watch and listen to the 'Shraddha TV & Radio' broadcast of the Mahamevnawa Buddhist Monastery in Sri Lanka and co-contribute to programs run on these not-for-profit media to further uplift the spiritual and cultural knowledge of its worldwide audience.
- i) to undertake and assist in fundraising activities in support of the above stated purposes.

#### 6. Powers

- 6.1 Subject to clause 7, the Company has the following powers, which may only be used to carry out its purpose(s) set out in clause 5:
  - (a) the powers of an individual, and
  - (b) all the powers of a Company limited by guarantee under the Corporations Act.

#### 7. Not-for-Profit

- 7.1 The Company must not distribute any income or assets directly or indirectly to its Members, except as provided in clauses 7.2 and 73. Any surplus income is to be reinvested into the Company.
- 7.2 Clause 7.1 does not stop the Company from doing the following things, provided they are done in good faith:
  - (a) paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the Company, or
  - (b) making a payment to a Member in carrying out the Company's charitable purpose(s).

## 8. Confidentiality

- 8.1 All Members, Directors and representatives of the finance subcommittee are bound to preserve confidentiality with respect to all transactions of the Company with its customers, devotees, officers on the state of financial accounts and all related matters.
- 8.2 All Directors must sign and make a declaration in their application to become a Director of the Company to preserve confidentiality of all Company related matters.

## 9. Amending the constitution

- 9.1 Subject to clause 9.2, the Members may amend this constitution by passing a Special Resolution provided the Special Resolution is passed with the written consent of:
  - (a) the Founder; or
  - (b) the Board of Trustees of the Mahamevnawa Monastic Order.
- 9.2 The Members must not pass a Special Resolution that amends this constitution if passing it causes the Company to no longer be a charity.

## Members

### 10. Membership and Register of Members

- 10.1 The Members of the Company are, any person that the existing Members allow to be a Member, in accordance with this constitution.
- 10.2 The Company must establish and maintain a register of Members. The register of Members must be kept by the Secretary and must contain:
  - (a) for each current Member:
    - i. name
    - ii. address
    - iii. any alternative address nominated by the Member for the service of notices
    - iv. email, and
    - v. date the Member was entered on to the register.
  - (b) for each person who stopped being a Member in the last 7 years:
    - i. name
    - ii. address
    - iii. any alternative address nominated by the Member for the service of notices
    - iv. email, and
    - v. dates the Membership started and ended.
- 10.3 The Company must give current Members access to the register of Members.
- 10.4 Information that is accessed from the register of Members must only be used in a manner relevant to the interests or rights of Members.

## 11. Who can be a Member and types of Membership

- 11.1 The Members of the Company shall not exceed 11 Members and shall comprise the following types of Members:
- (a) the Founder;
  - (b) three (3) Members to represent the Board of Trustees of the Mahamevnawa Monastic Order, comprising of its president, secretary and one (1) other monk as appointed by the Board of Trustees of the Mahamevnawa Monastic Order;
  - (c) three (3) Members to represent the Administration Committee of Mahamevnawa Overseas Branches comprising of its president and its two (2) secretaries:
    - i. if the Chief Monk or the Assistant Chief Monk is also made the president or secretary of the Administration Committee of Mahamevnawa Overseas Branches, then another monk representing the Administration Committee of Mahamevnawa Overseas Branches, will be appointed as a member of the company in place of the president or secretary of the Administration Committee of Mahamevnawa Overseas Branches as the case may be.
  - (d) the Chief Monk;
  - (e) the Assistant Chief Monk;
  - (f) no more than two (2) Lay Members.
- 11.2 A Member must be a person who supports the purposes of the Company, is eligible to apply to be a Member of the Company under clause 12, and is a person coming within a type of Member described at 11.1 above.
- 11.3 In this clause, 'person' means an individual or incorporated body.
- 11.4 Other than Initial Members, an applicant will become a Member only when they are entered on the register of Members.

## 12. How to become a Member

### Clergy Members

- 12.1 The Founder shall be a life Member of the Company;
- 12.2 The Founder or the Board of Trustees of the Mahamevnawa Monastics Order shall appoint or reappoint the Clergy Members of the Company either:
- (a) verbally or in writing if appointed by the Founder; or
  - (b) in writing if appointed by the Board of Trustees of the Mahamevnawa Monastics Order.
- 12.3 When a new Member is appointed to the Company, to represent the Board of Trustees of the Mahamevnawa Monastics Order or the Administration Committee of Mahamevnawa Overseas Branches, the secretary of the Board of Trustees of the Mahamevnawa Monastics Order shall convey such appointments to the Secretary of the Company.
- 12.4 Three (3) individual Members representing the Board of Trustees of the Mahamevnawa Monastics Order comprising of its president, secretary and one (1)

other monk appointed by the Board of Trustees of the Mahamevnawa shall be Members of the Company.

- 12.5 Three (3) Members representing the Administration Committee of Mahamevnawa Overseas Branches comprising of its president and two (2) secretaries shall be Members of the Company.
- (a) if the Chief Monk or the Assistant Chief Monk is also made the president or secretary of the Administration Committee of Mahamevnawa Overseas Branches, then another monk representing the Administration Committee of Mahamevnawa Overseas Branches, will be appointed as a member of the company in place of the president or secretary of the Administration Committee of Mahamevnawa Overseas Branches as the case may be.
- 12.6 The Chief Monk shall be a Member of the Company for such time as they hold the position of Chief Monk;
- 12.7 The Assistant Chief Monk shall be a Member of the Company for such time as they hold the position of Assistant Chief Monk;

#### Lay Members

- 12.8 A Lay Devotee who is over 18 years of age may apply to become a Lay Member of the Company, after being nominated by the Chief Monk, by presenting an application to the Chief Monk and copying the Secretary stating that they:
- (a) want to become a Lay Member;
- (b) support the objectives of the Company; and
- (c) agree to comply with the Company's constitution, including paying the guarantee under clause 3 if required.
- 12.9 A Lay Devotee can be appointed by the Chief Monk as a Lay Member provided the Chief Monk obtains the written approval of:
- (a) the Founder; or
- (b) the Board of Trustees of the Mahamevnawa Monastics Order and
- (c) a majority of the Members.
- 12.10 When a new Lay Member is appointed, the Secretary shall convey such appointment to the appointee and shall include the name of the newly appointed Lay Member in the Members Register.
- 12.11 There is no obligation to provide reasons for a decision to reject an application for lay membership.
- 12.12 For the avoidance of doubt, the existing Members may approve an application to become a Lay Member even if the application does not state the matters listed in clauses 12.09. In that case, by applying to be a Member, the applicant agrees to those three matters.
- 12.13 No two people of the same family will be elected as Lay Members of the Company.
- 12.14 A Lay Member can also be appointed as a Director of the Company.
- 12.15 Membership of the Company shall not be transferable whether by operation of the Law or otherwise.

13. When a Person Ceases to Become a Member
- 13.1 The membership of Clergy Members shall cease as follows:
- (a) life-time membership of the Founder shall only cease if he resigns from his position as Chief Abbot with written notice or dies. The succeeding Founder, as determined by the Board of Trustees of the Mahamevnawa Monastic Order will then become a Member.
  - (b) membership of the three (3) Members representing the Board of Trustees of the Mahamevnawa Monastic Order shall cease to exist if Board of Trustees of the Mahamevnawa Monastic Order is disbanded or ceases to exist or if a person ceases to be part of the Board of Trustees of the Mahamevnawa Monastic Order;
  - (c) membership of the three (3) Members representing the Administration Committee of Mahamevnawa Overseas Branches shall cease automatically if the board is disbanded or ceases to exist or if a person ceases to be a Member of the Administration Committee of Mahamevnawa Overseas Branches.
  - (d) membership of the Member representing the Administration Committee of Mahamevnawa Overseas Branches appointed pursuant to 11.1(c)(i) or 12.3(a) shall cease when the president or secretary of the Administration Committee of Mahamevnawa Overseas Branches ceases to hold dual positions of Chief Monk or Assistant Chief Monk of the company.
  - (e) the secretary of the Board of Trustees of the Mahamevnawa Monastics Order shall convey such change of Members representing the Board of Trustees of the Mahamevnawa Monastics Order or the Administration Committee of Mahamevnawa Overseas Branches to the Secretary of the Company;
  - (f) if the Founder or the Board of Trustees of the Mahamevnawa Monastics Order may remove and replace the incumbent Chief Monk or the Assistant Chief Monk. Such decision will be communicated either verbally or in writing by the Founder or in writing by the Board of Trustees of the Mahamevnawa Monastics Order to the Chief Monk or the Assistant Chief Monk.
  - (g) membership of the Chief Monk of the Company shall cease automatically when that reverend monk ceases to be the Chief Monk. The succeeding Chief Monk, as determined by the Founder or by the Board of Trustees of the Mahamevnawa Monastic Order will then become a Member. Such decision will be communicated either verbally or in writing by the Founder or in writing by the Board of Trustees of the Mahamevnawa Monastics Order to the Chief Monk.
  - (h) membership of the Assistant Chief Monk of the Company shall cease automatically when that reverend monk ceases to be the Assistant Chief Monk. The succeeding Assistant Chief Monk, as determined by the Founder or by the Board of Trustees of the Mahamevnawa Monastic Order will then become a Member. Such decision will be communicated either verbally or in writing by the Founder or in writing by the Board of Trustees of the Mahamevnawa Monastics Order to the Assistant Chief Monk.
- 13.2 A Lay Member's membership shall cease:
- (a) in the event of the Member's death;



- (b) in the event the member is wound up or otherwise dissolved or deregistered (for an incorporated Member);
- (c) If the Member resigns by giving notice in writing addressed to the Chief Monk or the Members, copying the Secretary of the Company. Resignation shall be effective from the date of receipt of the notice by the Chief Monk or the Members;
- (d) if the Member is expelled under clause 18;
- (e) if the Member has not responded within three months to a written request from the Secretary that they confirm in writing that they want to remain a Member;
- (f) If the Members unanimously are of the opinion that the Member, despite the Company making all reasonable accommodations, no longer has the capacity, physically or mentally, to perform their duties as a Member due to illness or injury.

#### 14. Duties and Responsibilities of Members

- 14.1 Members are responsible for the provision of overall direction which is consistent with the objectives of the Company.
- 14.2 Members shall safeguard the goodwill of the Company and ensure safety of all of its Members in taking such decisions.

#### 15. Authority of Members

- 15.1 Members shall consider all activities conducted or to be conducted by the Company to determine if such activities are consistent with the objectives of the Company, and this constitution.

#### 16. Continuing Obligations of Ex-Members

- 16.1 The cessation of a Member's Membership shall not in any way prejudice, lessen or affect the obligations of a Member, whether they arise under this Constitution or otherwise and are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- 16.2 After the announcement of the termination of their Membership, the terminated Member is obligated to duly and fully assign the duties and documents to the Chief Monk or to a Member nominated by the Members.

#### 17. Membership Fees

- 17.1 There shall be no entrance fee payable by applicants on application for Membership of the Company.
- 17.2 There shall be no compulsory fees or levies payable by the Members, except as expressly required under this Constitution.

## Disciplinary procedures

### 18. Disciplining Members

- 18.1 In accordance with this clause, the Members at a General Meeting may resolve to warn, suspend or expel a Member from the Company if the Members consider that:
- (a) the Member has breached this constitution, or
  - (b) the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.
- 18.2 At least 14 days before the General Meeting to consider a resolution under clause 18.1, the Secretary must notify the member in writing:
- (a) that the Members are considering a resolution to warn, suspend or expel the member;
  - (b) that this resolution will be considered by the Members at the General Meeting and the date of that meeting;
  - (c) what the Member is said to have done or not done;
  - (d) the nature of the resolution that has been proposed; and
  - (e) that the member may provide an explanation to the Members, and details of how to do so.
- 18.3 Before the Members pass any resolution under clause 18.1, the Member must be given a chance to explain or defend themselves by:
- (a) sending the Members, a written explanation before the General Meeting at which a resolution under clause 18.1 will be considered, and/or
  - (b) speaking at the General Meeting.
- 18.4 After considering any explanation under clause 18.3 the Members may:
- (a) take no further action;
  - (b) warn the Member;
  - (c) suspend the Member's rights as a Member for a period of no more than 12 months; or
  - (d) expel the Member.
- 18.5 The Members cannot fine a Member.
- 18.6 The Secretary must give written notice to the Member of the decision under clause 18.4 as soon as possible.
- 18.7 Disciplinary procedures must be completed as soon as reasonably practical.
- 18.8 There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.

## General Meetings of Members

### 19. General Meetings Called by Directors

- 19.1 The Directors may call a General Meeting.

20. General Meetings called by Members

- 20.1 The Founder and/or the secretary of the Board of Trustees of the Mahamevnawa Monastic Order or the Chief Monk can call a General Meeting.

21. Annual General Meeting

- 21.1 A General Meeting, called the Annual General Meeting, must be held:
- (a) within 18 months after registration of the Company, and
  - (b) after the first Annual General Meeting, at least once in every calendar year.
- 21.2 Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:
- (a) a review of the Company's activities
  - (b) a review of the Company's finances
  - (c) any auditor's report
  - (d) the election of Directors
  - (e) the appointment and payment of auditors (if any)
  - (f) appointment of a new Secretary
  - (g) appointment of a new Treasurer and the finance subcommittee (if required)
  - (h) election of honorary auditor (if required)
  - (i) discussion on child safety requirements and working with children checks
  - (j) consider any other matter as required by Law, and
  - (k) financial Statements when approved or received by an Annual General Meeting at which it is presented will be conclusive, except as regards to any material error discovered in it within 3 months after its approval or adoption. Whenever any material error is discovered within that period the account will forthwith be corrected and then it will be conclusive.
- 21.3 Before or at the Annual General Meeting, the Directors must give information to the Members on the Company's activities and finances during the period since the last Annual General Meeting.
- 21.4 The chairperson of the Annual General Meeting must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

22. Notice of General Meetings

- 22.1 Notice of a General Meeting must be given to:
- (a) each Member entitled to vote at the meeting
  - (b) each Director, and
  - (c) the auditor (if any).
- 22.2 Notice of a General Meeting must be provided in writing at least 21 days before the meeting.

- 22.3 Subject to clause 22.4, notice of a meeting may be provided less than 21 days before the meeting if:
- (a) for an Annual General Meeting, all the Members entitled to attend and vote at the Annual General Meeting agree beforehand, or
  - (b) for any other General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 22.4 Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a Director
  - (b) appoint a Director in order to replace a Director who was removed, or
  - (c) remove an auditor.
- 22.5 Notice of a General Meeting must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this)
  - (b) the general nature of the meeting's business
  - (c) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution
  - (d) a statement that Members have the right to appoint proxies and that, if a Member appoints a proxy:
    - i. the proxy must be a Member of the Company;
    - ii. the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting, and
    - iii. the proxy form must be delivered to the Company at least 48 hours before the meeting;
    - iv. a person can act as proxy for more than one Member.
- 22.6 If a General Meeting is postponed for one month or more, the Members must be given new notice of the resumed meeting.
- 22.7 Subject to the Law, the accidental omission to give notice of any meeting or the non-receipt of that notice by any of the Members or Directors shall not invalidate any resolution passed at that meeting.

### 23. Quorum at General Meetings

- 23.1 For a General Meeting to be held, at least five (5) Members (a quorum) must be present (in person, by proxy or by representative authorised pursuant to clause 26) for the whole meeting. When determining whether a quorum is present, a person may only be counted once (even if that person is a representative or proxy of more than one Member).
- 23.2 No business may be conducted at a General Meeting if a quorum is not present.
- 23.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of General Meeting, the General Meeting is adjourned to the date, time and

place that the chairperson specifies. If the chairperson does not specify one or more of those things, the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week
- (b) if the time is not specified – the same time, and
- (c) if the place is not specified – the same place.

- 23.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

#### 24. Auditor's Right to Attend Meetings

- 24.1 The auditor (if any) is entitled to attend any General Meeting and to be heard by the Members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- 24.2 The Company must give the auditor (if any) any communications relating to the General Meeting that a Member of the Company is entitled to receive.

#### 25. Representatives of Members

- 25.1 An incorporated Member may appoint as a representative:
- (a) one individual to represent the Member at meetings and to sign circular resolutions under clause 32, and
  - (b) the same individual or another individual for the purpose of being appointed or elected as a Director.
- 25.2 The appointment of a representative by a Member must:
- (a) be in writing
  - (b) include the name of the representative
  - (c) be signed on behalf of the Member, and
  - (d) be given to the Company or, for representation at a meeting, be given to the chairperson before the meeting starts.
- 25.3 A representative has all the rights of a Member relevant to the purposes of the appointment as a representative.
- 25.4 The appointment may be standing (ongoing).

#### 26. Using technology to Hold Meetings

- 26.1 The Company may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.
- 26.2 Anyone using this technology is taken to be present in person at the meeting.

## 27. Chairperson for General Meetings

- 27.1 The Members present and entitled to vote at a General Meeting may choose a Clergy Member to be the chairperson at the start of the meeting for any General Meeting or Annual General Meeting.

## 28. Role of the chairperson

- 28.1 The chairperson is responsible for the conduct of the General Meeting, and for this purpose must give Members a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- 28.2 The chairperson reserves the right to remove any Member or Director from the meeting if his/her actions are deemed to contradict the views of the chairperson.
- 28.3 In the case of an equality of votes in a meeting the chairperson has a casting vote in addition to the vote to which the chairperson is entitled as a Member.

## 29. Adjournment of meetings

- 29.1 A meeting may be adjourned at the request of the Chief Monk.
- 29.2 If a meeting is adjourned for less than 21 days issuing a notice to reconvene that meeting is not required. If a meeting is adjourned for more than 21 days a notice shall be issued to reconvene that meeting at least three (3) days prior to the new meeting date.
- 29.3 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

## Members' Resolutions and Statements

### 30. Members' Resolutions and Statements

- 30.1 Any Member may give:
- (a) written notice to the Company of a resolution they propose to move at a General Meeting (Members' resolution), and/or
  - (b) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a General Meeting ("Members' Statement").
- 30.2 A notice of a Members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.
- 30.3 A request to distribute a Members' Statement must set out the Statement to be distributed and be signed by the Members making the request.
- 30.4 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.
- 30.5 If the Company has been given notice of a Members' resolution under clause 30.1(a), the resolution must be considered at the next General Meeting held within two months after the notice is given.

- 30.6 This clause does not limit any other right that a Member has to propose a resolution at a General Meeting.
- 30.7 Irrespective of their physical location, all Members eligible to attend a General Meeting shall retain their right to vote and present their views, including through the use of technology pursuant to clause 26 of this Constitution.
- 30.8 A formal resolution is deemed to have passed if no contrary ideas or views are presented by the Members in a meeting.
- 30.9 If a formal resolution is met with opposition or counter resolution, a vote shall be taken and recorded in writing.

#### 31. Company Must Give Notice of Proposed Resolution or Distribute Statement

- 31.1 If the Company has been given a notice or request under clause 30:
  - (a) in time to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, it must do so at the Company's cost, or
  - (b) too late to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses (except the Clergy Members) reasonably incurred by the Company in giving Members notice of the proposed Members' resolution or a copy of the Members' statement.
- 31.2 The Company does not need to send the notice of proposed Members' resolution or a copy of the Members' statement to Members if:
  - (a) the Founder or his nominee consider it may be defamatory.
  - (b) clause 31.1(b) applies, and the Members (except Clergy Members) who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' resolution or a copy of the Members' statement to Members, or
  - (c) in the case of a proposed Members' resolution, the resolution does not relate to a matter that may be properly considered at a General Meeting or is otherwise not a valid resolution able to be put to the Members.

#### 32. Circular Resolutions of Members

- 32.1 Subject to clause 32.3, the Directors may put a resolution to the Members to pass a resolution without a General Meeting being held (a circular resolution).
- 32.2 The Directors must notify the auditor (if any) as soon as possible that a circular resolution has or will be put to Members, and set out the wording of the resolution.
- 32.3 Circular resolutions cannot be used:
  - (a) for a resolution to remove an auditor, appoint a Director or remove a Director
  - (b) for passing a Special Resolution, or
  - (c) where the Corporations Act or this constitution requires a meeting to be held.

- 32.4 A circular resolution is passed if all the Members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 32.5 or clause 32.6.
- 32.5 Members may sign:
- (a) a single document setting out the circular resolution and containing a statement that they agree to the resolution, or
  - (b) separate copies of that document, as long as the wording is the same in each copy.
- 32.6 The Company may send a circular resolution by email to Members and Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

## Voting at General Meetings

### 33. How Many Votes a Member Has

- 33.1 Each Member has one vote.

### 34. Challenge to Member's right to vote

- 34.1 A Member or the chairperson may only challenge a person's right to vote at a General Meeting at that meeting.
- 34.2 If a challenge is made under clause 34.1, the chairperson must decide whether or not the person may vote. The chairperson's decision is final.

### 35. How Voting is Carried Out

- 35.1 Voting must be conducted and decided by a vote recorded in writing.
- 35.2 Before a vote is taken, the chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- 35.3 Documents relating to how the votes were cast are to be appended to the meeting minutes.

### 36. Appointment of proxy

- 36.1 A Member may appoint a proxy to attend and vote at a General Meeting on their behalf.
- 36.2 A proxy must be a Member and can act as proxy for more than one other Member.
- 36.3 A proxy appointed to attend and vote for a Member has the same rights as the Member to:
- (a) speak at the meeting
  - (b) vote in a vote in writing (but only to the extent allowed by the appointment), and



- 36.4 An appointment of proxy (proxy form) must be signed by the Member appointing the proxy and must contain:
- (a) the Member's name and address
  - (b) the Company's name
  - (c) the proxy's name or the name of the Office held by the proxy, and
  - (d) the meeting(s) at which the appointment may be used.
- 36.5 A proxy appointment will be limited to the specific purpose of that appointment
- 36.6 Proxy forms must be received by the Company at the Company's registered address (or such other address that the Company nominates from time to time) at least 48 hours before a meeting.
- 36.7 A proxy does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.
- 36.8 Unless the Company receives written notice before the start or resumption of a General Meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing Member:
- (a) dies
  - (b) is mentally incapacitated
  - (c) revokes the proxy's appointment, or
  - (d) revokes the authority of a representative or agent who appointed the proxy.
- 36.9 A proxy appointment may specify the way the proxy must vote on a particular resolution.

### 37. Voting by Proxy

- 37.1 When a vote in writing is held, a proxy:
- (a) does not need to vote, unless the proxy appointment specifies the way they must vote
  - (b) if the way they must vote is specified on the proxy form, must vote that way, and
  - (c) if the proxy is also a Member or holds more than one proxy, may cast the votes held in different ways.

## Directors

### 38. Number of Directors

- 38.1 The Company must have at least five (5) Directors and no more than fifteen (15) Directors including the roles of Treasurer and Secretary.

### 39. Election and Appointment of Directors

- 39.1 Lay Devotees who are over 18 years of age shall be selected by the Chief Monk or the Members from the devotees who are active donors that contribute to the progress of the Company for appointment as Directors.
- 39.2 Lay Devotees selected pursuant to 39.1 will be reviewed and approved in writing by the Founder or the of the Board of Trustees of the Mahamevnawa Monastics Order and if approved Members elect the nominated Director by a resolution passed in a General Meeting.
- 39.3 If it is necessary for a clergy Member to be appointed as a Director due to a specific reason, the nomination shall be approved in writing by the Founder or the Board of Trustees of the Mahamevnawa Monastics Order and if approved Members elect the nominated Director by a resolution passed in a General Meeting.
- 39.4 A person can be appointed as a Director to fill a casual vacancy or as an additional Director as per clause 39.1, if that person:
  - (a) gives the Company their signed consent to act as a Director of the Company, and
  - (b) is not ineligible to be a Director under the Corporations Act or the ACNC Act.
- 39.5 Directors need not be Members of the Company.
- 39.6 There shall be no compulsory fees or levies payable by the Directors.
- 39.7 No two people of the same family will be elected as Directors of the Company.
- 39.8 There shall be no restriction on the number of Directors that can be appointed in a year. Such appointments, however, shall be subject to the maximum number of Directors as given in clause 38.1.
- 39.9 A person is eligible for election as a Director of the Company if they:
  - (a) give the Company their signed consent to act as a Director of the Company,
  - (b) shall not be Officers of any other organisations with similar objectives; and
  - (c) are not ineligible to be a Director under the Corporations Act or the ACNC Act.
- 39.10 If the number of Directors is reduced to fewer than five or is less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of Directors to five (or higher if required for a quorum) or calling a General Meeting, but for no other purpose.

### 40. Election of Chairperson

- 40.1 The Chief Monk or the Members will appoint a chairperson from amongst the Directors.

### 41. Term of Office

- 41.1 A Director's term office starts at the end of the Annual General Meeting at which they are elected and ends at the end of the Annual General Meeting at which they retire.

41.2 A Director who retires under clause 41.1 may be re-nominated and re-appointed.

42. When a Director Stops Being a Director

42.1 A Director stops being a Director if they:

- (a) give written notice of resignation as a Director to the Company addressed to the Chief Monk or the Members and copying the Secretary of the Company
- (b) die
- (c) are removed as a Director by a resolution of the Members at a General Meeting. The Chief Monk is to gain prior approval from the three (3) Members representing the Administration Committee of Mahamevnawa Overseas Branches by providing the reason for such removal.
- (d) are absent for three (3) consecutive Directors meetings without approval from the Chief Monk or in his absence the Assistant Chief Monk, or the Members.
- (e) become ineligible to be a Director of the Company under the Corporations Act or the ACNC Act.

42.2 Continuing obligations of ex-Directors are as follows:

- (a) the cessation or removal of Directorship shall not in any way prejudice, lessen or affect the obligations of a Director whether they arise under this Constitution or otherwise; and are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- (b) after the announcement of the termination, the terminated Director is obligated to duly and fully assign the duties and documents to a Director nominated by the Chief Monk or the Members.

## Powers of Directors

43. Powers of Directors

- 43.1 The Directors are responsible for managing and directing the activities of the Company to achieve the purposes set out in clause 5.
- 43.2 The Directors may use all the powers of the Company except for powers that, under the Corporations Act or this constitution, may only be used by Members.
- 43.3 The Directors must decide on the responsible financial management of the Company including:
  - (a) any suitable written delegations of power under this Constitution, and
  - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 43.4 The Directors cannot remove an auditor. Auditors may only be removed by a resolution at a General Meeting.
- 43.5 The Directors need to get approval from the three (3) Members of the Company representing the Administration Committee of Mahamevnawa Overseas Branches in order to:

- (a) approve the Company to borrow money, in any amount;
  - (b) approve charging the property of the Company to borrow for the Company
  - (c) purchase premises for the Company
  - (d) sell the premises owned by the Company
- 43.6 Each Director must ensure they exercise their powers and perform their duties consistent with the will of the Chief Monk or the Members. A failure to do so may result in the person(s) being removed from the position of Director.
- 43.7 The Chief Monk or the Members may assign specific duties and roles to Directors as required.
  
- 44. Delegation of Directors' powers
  - 44.1 The Directors may delegate any of their powers and functions to a committee or a Director/s of the Company or any other person, as they consider appropriate, provided such delegation occurs with the support of 50% of the Directors including the approval of the Chief Monk.
  - 44.2 The delegation must be recorded in the Company's minute records.
  
- 45. Payments to Directors
  - 45.1 The Company must not pay fees to a Director for acting as a Director. Directors of the Company serve on a voluntary basis and they shall not be paid any salaries, bonuses or gratuities or receive any other financial benefit, subject to clause 45.2 below.
  - 45.2 The Company may pay premiums for insurance indemnifying Directors, as allowed for by Law (including the Corporations Act) and this constitution.
  
- 46. Execution of Documents
  - 46.1 The Company may execute a document with or without using a common Seal if the document is signed by:
    - (a) the Chief Monk, or in his absence the Assistant Chief Monk and a Director of the Company, or
    - (b) a Director and the Secretary with the written or verbal approval of the Chief Monk, or in his absence the Assistant Chief Monk.
  
- 47. The Seal
  - 47.1 Under the guidance and approval of the Chief Monk or the Members, the board of Directors shall design the Seal.
  - 47.2 The Seal shall not be removed from the Company premises under any circumstances.
  - 47.3 The Seal shall only be used with the verbal or written consent of the Chief Monk or in his absence the Assistant Chief Monk or the Clergy Members.

#### 48. Payments by Company

- 48.1 All cheques shall be signed and electronic fund transfers shall be approved by two Directors included in the pre-determined list of authorised signatories as agreed to by the Chief Monk.
- 48.2 All financial transactions of the Company shall be conducted via the Company's bank accounts.
- 48.3 Payments related to the operation of the Company require approval, written or verbal, from the Chief Monk, or in his absence the nominee resident monk prior to making the payment.
- 48.4 Reimbursement for expenses incurred by a person which have been pre-approved verbally or in writing by the Chief Monk, or in his absence the nominee resident monk, in connection with the affairs of the Company are to be approved by the Chief Monk, or in his absence the nominee resident monk, a nominated Director and the Treasurer prior to being reimbursed.

### Duties of Directors

#### 49. Duties of Directors

- 49.1 The Directors must comply with their duties as Directors under legislation and common Law (judge-made Law), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:
  - (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company
  - (b) to act in good faith in the best interests of the Company and to further the charitable purpose(s) of the Company set out in clause 5.
  - (c) not to misuse their position as a Director
  - (d) not to misuse information they gain in their role as a Director
  - (e) to disclose any perceived or actual material conflicts of interest
  - (f) to ensure that the financial affairs of the Company are managed responsibly, and
  - (g) not to allow the Company to operate while it is insolvent.
- 49.2 The Directors must apply their best endeavours to:
  - (a) ensure the Company complies with all relevant rules, regulations and Laws;
  - (b) apprise the Chief Monk, all resident monks and where applicable the Members of any rules, regulations and Laws relevant to the Company and its operations, including any changes to applicable rules, regulations and Laws;

- (c) securely store and access all personal details of Company devotees, Company email and documentation related to Company operations. Access to the above data are limited to the Chief Monk, resident monks nominated by the Chief Monk, Secretary and not more than two Directors authorised by the Chief Monk and as per clause 72.2.
- (d) coordinate the infrastructure development of the Company;
- (e) apply for required visas for Company monks based on approval by Founder or the Board of Trustees of the Mahamevnawa Monastic Order;
- (f) apply for suitable grants and look into other funding sources to support the upkeep, maintenance and development of the Company;
- (g) ensure child safety requirements are met and Working With Children Checks are up to date.

#### 50. Conflicts of Interest

- 50.1 A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):
- (a) to the other Directors, or
  - (b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.
- 50.2 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- 50.3 Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clauses 50.1.
- (a) be present at the meeting while the matter is being discussed, or
  - (b) vote on the matter.
- 50.4 A Director may still be present and vote if:
- (a) their interest arises because they are a Member of the Company, and the other Members have the same interest
  - (b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company
  - (c) their interest relates to a payment by the Company under clause 70 (indemnity), or any contract relating to an indemnity that is allowed under the Corporations Act
  - (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter, or
  - (e) the Directors who do not have a material personal interest in the matter pass a resolution that:

- (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company, and
- (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

## Directors' Meetings

### 51. When the Directors Meet

- 51.1 The Chief Monk will decide how often, where and when the Directors meet.

### 52. Calling Directors' meetings

- 52.1 The Chief Monk may decide to call a Directors' meeting by giving reasonable notice to all of the other Directors. Notice to Directors' to be communicated by the Secretary of the Company.
- 52.2 The Secretary may give notice in writing or by any other means of communication that has previously been agreed to by all of the Directors.
- 52.3 The Chief Monk or in his absence his nominee resident monk, need to be present at a Directors' meeting.
- 52.4 If a Director is not able to be present at a Directors' meeting, the Chief Monk or the Secretary needs to be notified in advance.

### 53. Chairperson for Directors' meetings

- 53.1 The chairpersons elected pursuant to 40.1 will be the elected chairperson who will chair Directors' meetings.
- 53.2 The Chief Monk or Members at a Directors' meeting may choose a Director to be the chairperson for that meeting if the elected chairperson is:
- (a) not present within 30 minutes after the starting time set for the meeting, or
  - (b) present but does not want to act as chairperson of the meeting.

### 54. Quorum at Directors' Meetings

- 54.1 Unless the Directors determine otherwise, the quorum for a Directors' meeting is a majority (more than 50%) of Directors and the Chief Monk or in his absence his nominee resident monk.
- 54.2 A quorum must be present for the whole Directors' meeting.

### 55. Using technology to hold Directors' meetings

- 55.1 The Directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.
- 55.2 The Directors' agreement may be a standing (ongoing) one.
- 55.3 A Director may only withdraw their consent within a reasonable period before the meeting.

#### 56. Passing Directors' Resolutions

- 56.1 A Directors' resolution, must be passed by a majority of the votes cast by Directors' present and entitled to vote on the resolution provided and including a vote in favour by the Chief Monk or in his absence his nominee resident monk.

#### 57. Circular Resolutions of Directors

- 57.1 The Directors may pass a circular resolution without a Directors' meeting being held.
- 57.2 A circular resolution is passed if the Chief Monk or in his absence his nominee resident monk and all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 57.3 or clause 57.4.
- 57.3 Each Director and the Chief Monk or in his absence his nominee resident monk may sign:
- (a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
  - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 57.4 The Company may send a circular resolution by email to the Directors and the Chief Monk or in his absence his nominee resident monk. The Chief Monk or in his absence his nominee resident monk and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 57.5 A circular resolution is passed when the last Director and the Chief Monk or in his absence his nominee resident monk signs or otherwise agrees to the resolution in the manner set out in clause 57.3 or clause 57.4.

## Secretary

#### 58. Appointment and Role of Secretary

- 58.1 The Company must have at least one Secretary, who is also a Director.
- 58.2 The Chief Monk or the Members shall nominate a Secretary, from among the Directors, (after the Director gives the Company their signed consent to act as Secretary of the Company) who will be appointed by a resolution at a General Meeting after being appointed as a Director as per clause 39.3.
- 58.3 The role of Secretary can be changed to a different Director by a resolution at a General Meeting (after the Director gives the Company their signed consent to act as Secretary of the Company), with prior approval from the three (3) members representing the Administration Committee of Mahamevnawa Overseas Branches.
- 58.4 The role of the Secretary includes:
- (a) maintaining a register of the Company's Members
  - (b) maintaining the minutes and other records of General Meetings (including notices of meetings), Directors' meetings and circular resolutions



- (c) Convening Directors' meetings, General Meetings, Annual General Meetings, as per the procedures
  - (d) preparing and dispatching all relevant documentation as required by Law to the government and other agencies/organisations
  - (e) maintaining all relevant and required documentation of the Company and storing them in a secure manner. This also includes keeping up-to-date records of child safety and Working with Children Check records for a minimum period of 7 years, registrations and information related to Dhamma school and Sinhala school teachers and students.
  - (f) ensuring approved minutes of Directors' meetings and General Meetings are signed off by the Chief Monk and the Secretary of the Company and sent to the Administration Committee of Mahamevnawa Overseas Branches.
  - (g) making available all minutes of meetings and relevant documents upon request to all those who are eligible to attend the Company's meetings.
  - (h) maintaining an attendance register with names and signatures of attendees for each meeting conducted.
- 58.5 Term of office
- (a) the term of office of the Secretary shall end when the resolution to that effect is passed during the Annual General Meeting of the financial year in which the Secretary was appointed.
- 58.6 Suspension or removal
- (a) the Chief Monk with the approval from the three (3) Members representing the Administration Committee of Mahamevnawa Overseas Branches retains the right to reduce the term of office, suspend or remove the Secretary from office during a General Meeting.
- 58.7 Resignation
- (a) if the Secretary intends to resign, at least thirty (30) days' prior written notice should be duly given to the Chief Monk.
- 58.8 Continuing obligations
- (a) the changes to Secretary's Term of Office (as given in Clause 58.5) shall not in any way prejudice, lessen or affect the obligations of the Secretary whether they are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- 58.9 After the announcement of the termination, the outgoing Secretary is obligated to duly assign the duties and all documentation / system passwords to the newly appointed Secretary, within thirty (30) days.

## Treasurer

### 59. Appointment and Role of Treasurer

- 59.1 The Company must have at least one Treasurer, who must be a Director.

- 59.2 The Chief Monk or the Members shall nominate a Treasurer, from among the Directors, (after the Director gives the Company their signed consent to act as Treasurer of the Company) who will be appointed by a resolution at a General Meeting after being appointed as a Director as per clause 39.3.
- 59.3 The role of Treasurer can be changed to a different Director by a resolution at a General Meeting (after the Director gives the Company their signed consent to act as Treasurer of the Company), with prior approval from the three (3) members representing to the Administration Committee of Mahamevnawa Overseas Branches.
- 59.4 The Treasurer is responsible to the board of Directors and the Chief Monk for the financial activity of the Company.
- 59.5 The Treasurer must: -
- (a) prepare and maintain the Company's financial statements in accordance with all existing rules and regulations and accounting principles.
  - (b) prepare and maintain the Company's asset register.
  - (c) submit accounting and auditing statements (if any) to relevant agencies in accordance with the existing rules and regulations.
  - (d) produce annual financial statements and all other required documents to the appointed Accountant / Auditor (if any) for review.
  - (e) ensure donation box shall only be opened in the presence of the Chief Monk or his nominee resident monk, Treasurer and a minimum of one Director. The amount and details of donations should be clearly documented and the donation list should be presented to the Chief Monk or his nominee resident monk.
  - (f) all cash and cheque donations received by the Company are to be deposited in the Company's designated bank account within three (3) business days of the funds been counted and processed.
  - (g) official receipts for all donations received by the Company are to be issued to the donors.
  - (h) prepare income and expenditure statement for the previous month at least a week prior to the Directors' meeting and submit to the Chief Monk.
  - (i) present at General Meetings and Director's meeting the detailed income and expenditure statements.
  - (j) approved monthly/yearly financial statements are to be signed off by the Chief Monk and the Treasurer of the Company and sent to the Administration Committee of Mahamevnawa Overseas Branches;
  - (k) will perform necessary due diligence regarding fund raising activities organised by the Company to ensure they are not be in violation of Commonwealth or State government legislation and the Constitution of the Company.
- 59.6 Should there be any disagreement on income and expenditure statements or accounting or complaint of similar nature, the Chief Monk or the majority of Members shall appoint an audit subcommittee in accordance with clause 60 to investigate the matter until it is satisfactorily resolved.

- 59.7 Term of office
- (a) the term of office of the Treasurer shall end when the resolution to that effect is passed during the Annual General Meeting of the financial year in which the Treasurer was appointed.
- 59.8 Suspension or removal
- (a) the Chief Monk with the approval from the three (3) Members representing the Administration Committee of Mahamevnawa Overseas Branches retains the right to reduce the term of office, suspend or remove the Treasurer from office during a General Meeting.
- 59.9 Resignation
- (a) if the Treasurer intends to resign at least 30 (thirty) days' prior written notice should be duly given to the Chief Monk.
- 59.10 Continuing obligations
- (a) the changes to Treasurer's Term of Office (as given in Clause 58.7) shall not in any way prejudice, lessen or affect the obligations of the Treasurer whether they are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- 59.11 After the announcement of the termination, the outgoing Treasurer is obligated to duly assign the duties and all documentation / system passwords to the newly appointed Treasurer, within thirty (30) days.

## Sub Committees

60. Creation of Subcommittees
- 60.1 The Chief Monk or the majority of Members can appoint a subcommittee as and when required and entrust responsibility to look into a specific matter.
- 60.2 The appointed subcommittee can be disbanded by the Chief Monk or the majority of Members as and when required.

## Requirements of the Office of Children's Guardian (OCG)

61. Establish a Child Safety Committee
- 61.1 A Child Safety Committee is to be formed from the existing Directors of the Company and is responsible for:
- (a) reviewing the implementation of child safety standards continuously.
  - (b) ensuring all teachers and volunteers complete necessary child safety training as required.
  - (c) updating the Company monks and volunteer teachers with child safety policies and relevant updates.

- (d) presenting an update at the Annual General Meeting on the status of Working With Children Checks for monks, teachers and volunteers associated with the Company and on any new policies and requirements regarding child safety.

## Fundraising

### 62. Fundraising of Company

- 62.1 The fundraising activities of the Company shall not be in violation of Commonwealth or State government legislation and shall not contradict Theravada Buddhist doctrines and the Constitution of the Company.
  - (a) Any subcommittee appointed to fundraise, or the Congregation, shall raise required funds from individuals, institutions and organisations under the supervision & direction of the Chief Monk and ensure fund raising activities are not be in violation of Commonwealth or State government legislation and the Constitution of the Company.

## Minutes and records

### 63. Minutes and Records

- 63.1 The Company must, within one month, make and keep the following records:
  - (a) minutes of proceedings and resolutions of General Meetings
  - (b) minutes of circular resolutions of Members
  - (c) a copy of a notice of each General Meeting, and
  - (d) a copy of a members' statements distributed to Members under clause 30.
- 63.2 The Company must, within one month, make and keep the following records:
  - (a) minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees);
  - (b) minutes of circular resolutions of Directors;
- 63.3 To allow Members to inspect the Company's records:
  - (a) the Company must give a Member access to the records set out in clause 64.1, and
  - (b) the Directors may authorise a Member to inspect other records of the Company, including records referred to in clause 64.1 and clause 64.2.
- 63.4 The Secretary must ensure that approved minutes of a General Meeting or a Directors' meeting are signed off by the Chief Monk and the Secretary of the Company and sent to the Administration Committee of Mahamevnawa Overseas Branches.
- 63.5 The Directors must ensure that minutes of the passing of a circular resolution (of Members or Directors) are signed by a Director within a reasonable time after the resolution is passed.

#### 64. Financial and Related Records

- 64.1 The Company must make and keep written financial records that:
- (a) correctly record and explain its transactions and financial position and performance, and
  - (b) enable true and fair financial statements to be prepared and to be audited (if required).
- 64.2 The Company must also keep written records that correctly record its operations.
- 64.3 The Company must retain its records for at least 7 years.
- 64.4 The Directors must take reasonable steps to ensure that the Company's records are kept safe.

### Notice

#### 65. What is Notice

- 65.1 Anything written to or from the Company under any clause in this constitution is written notice and is subject to clauses 66 to 68, unless specified otherwise.
- 65.2 Clauses 66 to 68 do not apply to a notice of proxy under clause 36.6.
- 65.3 Written notices of the Company shall be signed manually or digitally.
- 65.4 Subject to the Law, the accidental omission to give notice of any meeting or the non-receipt of that notice by any of the Members or Directors shall not invalidate any resolution passed at that meeting.

#### 66. Notice to the Company

- 66.1 Written notice or any communication under this constitution may be given to the Company, the Directors or the Secretary by:
- (a) delivering it to the Company's registered Office
  - (b) posting it to the Company's registered Office or to another address chosen by the Company for notice to be provided, or
  - (c) sending it to an email address or other electronic address notified by the Company to the Members as the Company's email address or other electronic address.

#### 67. Notice to Members

- 67.1 Written notice or any communication under this constitution may be given to a Member:
- (a) in person
  - (b) by posting it to, or leaving it at the address of the Member in the register of Members or an alternative address (if any) nominated by the Member for service of notices
  - (c) sending it to the email or other electronic address nominated by the Member as an alternative address for service of notices (if any) or

- (d) if agreed to by the Member, by notifying the Member at an email or other electronic address nominated by the Member, that the notice is available at a specified place or address (including an electronic address).
- 67.2 If the Company does not have an address for the Member, the Company is not required to give notice in person.

68. When Notice is Taken to be Given

- 68.1 A notice:
- (a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered
  - (b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs
  - (c) sent by email, fax or other electronic method, is taken to be given on the business day after it is sent, and
  - (d) given under clause 67.1(d) is taken to be given on the business day after the notification that the notice is available is sent.

## Financial year

69. Company's Financial Year

- 69.1 The Company's financial year is from [1 July] to [30 June], unless the Directors pass a resolution to change the financial year.

## Indemnity, insurance and access

70. Indemnity

- 70.1 The Company indemnifies each Officer of the Company out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an Officer of the Company.
- 70.2 In this clause, 'Officer' means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that Office.
- 70.3 In this clause, 'to the relevant extent' means:
- (a) to the extent that the Company is not precluded by Law (including the Corporations Act) from doing so, and
  - (b) for the amount that the Officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 70.4 The indemnity is a continuing obligation and is enforceable by an Officer even though that person is no longer an Officer of the Company.

#### 71. Insurance

- 71.1 To the extent permitted by Law (including the Corporations Act), and if the Directors and Chief Monk consider it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person who is or has been an Officer of the Company against any liability incurred by the person as an Officer of the Company.

#### 72. Directors' access to documents

- 72.1 A Director has a right of access to the financial records of the Company at all reasonable times.
- 72.2 If the Chief Monk or the Members agree, the Company must give a Director or former Director access to:
- (a) certain documents, including documents provided for or available to the Directors, and
  - (b) any other documents referred to in those documents.

### Winding up

#### 73. Surplus Assets not to be distributed to Members

- 73.1 If the Company is wound up, any Surplus Assets must not be distributed to a Member or a former Member of the Company, unless that Member or former Member is a charity described in clause 74.1.

#### 74. Distribution of Surplus Assets

- 74.1 Subject to the Corporations Act and any other applicable Act, and any court order, any Surplus Assets (including 'gift funds' defined in clause 74.4) that remain after the Company is wound up must be distributed to one or more charities:
- a. with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 5
  - b. which also prohibit the distribution of any Surplus Assets to its Members to at least the same extent as the Company, and
  - c. that is or are deductible gift recipients within the meaning of the Income Tax Assessment Act 1997 (Cth).
- 74.2 The decision as to the charity or charities to be given the Surplus Assets must be made by a Special Resolution of Members at or before the time of winding up. If the members do not make this decision, the Company may apply to the Supreme Court to make this decision.
- 74.3 If the Company's deductible gift recipient endorsement is revoked (whether or not the Company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of 74.1(a), (b) and (c), as decided by the Members.
- 74.4 For the purpose of this clause:
- a. 'gift funds' means:
    - (i) gifts of money or property for the principal purpose of the Company

- (ii) contributions made in relation to a fund-raising event held for the principal purpose of the Company, and
  - (iii) money received by the Company because of such gifts and contributions.
- b. 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the Income Tax Assessment Act 1997 (Cth).

## Definitions and interpretation

### 75. Definitions

#### 75.1 In this constitution:

ACNC Act means the Australian Charities and Not-for-profits Commission Act 2012 (Cth).

Administration Committee of Mahamevnawa Overseas Branches (ACMOB) means the administrative body of all overseas branches appointed by the Founder, coming under the purview of the Board of Trustees of the Mahamevnawa Monastic Order.

Annual General Meeting means a general meeting held pursuant to clause 21

Assistant Chief Monk means the assistant to the Chief Monk of the Company for the time being, who is also a Member.

Board of Trustees of the Mahamevnawa Monastic Order means the appointed or elected group of clergy/monks by the Mahamevnawa Monastic Order in Polgahawela, Sri Lanka, that has overall responsibility for the monastic order.

Chief Monk means the head of the Company for the time being, who is also a Member.

Child Safety Committee the committee formed pursuant to clause 61

Clergy Members means the Founder, Chief Monk, Assistant Chief Monk, three (3) Members representing the Board of Trustees of the Mahamevnawa Monastic Order and the three (3) Members representing the Administration Committee of Mahamevnawa Overseas Branches.

Company means the Company referred to in clause 1.

Congregation means the local community who are actively contributing to the activities & well-being of the Company.

Corporations Act means the Corporations Act 2001 (Cth).

Director means a Director of the Company for the time being.

Founder the Most Venerable Kiribathgoda Gnānānanda Thera who is the Founder and Hon. Chief High Priest of the Mahamevnawa Monastic Order.

General Meeting means a meeting of Members and includes the Annual General Meeting, under clause 21.1 .

Initial Member means a person who is named in the application for registration of the Company, with their consent, as a proposed Member of the Company.

Law means the Corporations Act 2001 (Commonwealth) or any other statutory modification, amendment or re-enactment thereof for the time being in force and applicable to the Company and any reference to any provision thereof so modified, amended or re-enacted.



Lay Devotee means the followers of the Buddha, Dhamma and Sangha who are not monks, nuns or novice monastics in a Buddhist order, the dedicated piety.

Lay Member means a Lay Devotee appointed as a Member of the Company.

Member Present means, in connection with a General Meeting, a Member Present in person, by representative or by proxy at the venue or venues for the meeting.

Member means a person admitted to Membership of the Company in accordance with this Constitution. Members of the Company include reverend monks (Clergy Members) and Lay Members.

Members Register means the register of Members kept under the Law.

Office means the registered Office of the Company for the time being.

Officer means an Officer as defined in section 82A of the Law or as defined in this Constitution.

Ordinary Resolution means a resolution passed by a majority of not less than 50% plus 1 of the votes cast on that resolution,

Registered Charity means a charity that is registered under the ACNC Act.

Seal means the common Seal of the Company.

Secretary means the Secretary of the Company for the time being.

State means the State of New South Wales.

Special Resolution means a resolution:

- i. of which notice has been given under clause 22.5(c), and
- ii. that has been passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution.

Surplus Assets mean any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up.

Treasurer means the Treasurer of the Company for the time being.

#### 76. Reading this constitution with the Corporations Act

- 76.1 The replaceable rules set out in the Corporations Act do not apply to the Company.
- 76.2 While the Company is a Registered Charity, the ACNC Act and the Corporations Act override any clauses in this constitution which are inconsistent with those Acts.
- 76.3 If the Company is not a Registered Charity (even if it remains a charity), the Corporations Act overrides any clause in this constitution which is inconsistent with that Act.
- 76.4 A word or expression that is defined in the Corporations Act, or used in that Act and covering the same subject, has the same meaning as in this constitution.

#### 77. Interpretation

In this constitution:

- (a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and

- (b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations). headings are for convenience only and do not affect meaning unless the contrary intention appears;
- (c) words importing the singular number include the plural number and vice versa;
- (d) words importing any gender include all other genders;
- (e) a reference to a person Includes a corporation, a partnership, a body corporate, an unincorporated association and a statutory authority;
- (f) where any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
- (g) a reference to a clause is a clause of this Constitution; and
- (h) any power, right, discretion or authority conferred upon any person or groups of persons under this Constitution may be exercised at any time and from time to time.

## **15.2 APPLICATION FOR RATE EXEMPTION - RATE PROPERTY ID 17869 - HOUSING CHOICES AUSTRALIA LIMITED.**

### **SUMMARY**

Housing Choices Australia Limited have submitted a request for rate exemption for a property situated in City of Kwinana suburb of Kwinana Town Centre. The request attests that their properties are used for a 'Charitable Purpose' in accordance with Section 6.26(2)(g) of the *Local Government Act 1995*. The subject property is owned by Housing Authority and has been leased to Housing Choices Australia Limited to facilitate the housing for subsidised accommodation for the relief of poverty or distress for people in need.

### **OFFICER RECOMMENDATION**

**That Council resolves to approve the application for rate exemption as per Section 6.26(2)(g) of the *Local Government Act 1995* for 9 Sparsa Way, Kwinana Town Centre, included within property ID 17869, currently owned by Housing Authority and leased to Housing Choices Australia Limited.**

### **VOTING REQUIREMENT**

Simple majority.

### **DISCUSSION**

Property ID 17869 individual property owned by Housing Authority being leased to Housing Choices Australia Limited who have made an application for a rate exemption.

The property is leased by Housing Choices Australia Limited to support low-income households in Perth, Peel and the Southwest of Western Australia who are disadvantaged by private housing markets. Their activities include developing and service delivery of long term safe and affordable homes, brokerage of client support services, community development programs that enable communities to be inclusive and resilient.

Housing Choices Australia Limited is a registered Tier 1 Community Housing Provider with Department of Communities (WA Community Housing) and manages its housing program in accordance with the national standards that apply to registered non-for-profit community housing organisations. Housing Choices Australia Limited has a head lease agreement with the Housing Authority as a preferred supplier, which is renewed annually.

Housing Choices Australia Limited have supplied the City with a copy of their Certificate of Incorporation, Certificate of Tax Exemption, Certificate from the Australian Charities and Not-for profits commission, document relating to change of legal name from Access Housing Australia (AHA) to Housing Choices Western Australia Ltd (HCWA), Constitution and two years audited financial statements. The relevant documentation with regards to this has been reviewed by Council Officers.

The organisation's constitutional purpose is to provide for the direct relief of poverty, suffering, destitution, misfortune, helplessness and distress through the provision of low-cost and affordable housing.

Housing Choices Australia Limited meets the criteria for rate exemption, and this was assessed against the WALGA "Rates and Charitable Land use Exemption Applications – Best Practice Guideline" developed in consultation with the WA Rates Officers' Association. The date of effect for the rate exemption, if approved would be 1 July 2024.

Should the rate exemption be approved by Council, Landgate Valuation Services would then need to be instructed to exclude the Gross Rental Valuation (GRV) for the property leased to Housing Choices Australia Limited from the valuation utilised for rating purposes.

## STRATEGIC IMPLICATIONS

There are no strategic implications as a result of this proposal.

## SOCIAL IMPLICATIONS

There are no social implications as a result of this proposal.

## LEGAL/POLICY IMPLICATIONS

*The Local Government Act 1995* deems certain land non-rateable under the statutes of Section 6.26 of the Act. Housing Choices Australia Limited is seeking exemption in accordance with subsection (2)(g) of the section, which 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 –*
  - (g) *land used exclusively for charitable purposes.*

*Section 6.26 of the Local Government Act 1995 provides for rate exemptions based on exclusive charitable uses:*

*A 'charitable purpose' has a specified legal meaning, which has developed over the years by the courts and parliament. The courts have recognised many different charitable purposes and as society changes new charitable purposes are accepted.*

*Section 5 of the Commonwealth Charities Act 2013 states the definition of a charity as:*

### **5. Definition of Charity**

*In any Act:*

*Charitable: an entity is charitable if the entity is a charity.*

*Example: A reference in an Act to a charitable trust is a reference to a trust that is a charity. Charity means an entity:*

- a) *that is a not-for-profit entity; and*
- b) *all of the purposes of which are:*
  - i. *charitable purposes (see Part 3) that are for the public benefit (see Division 2 of this Part); or*
  - ii. *purposes that are incidental or ancillary to, and in furtherance or in aid of, purposes of the entity covered by subparagraph*

**FINANCIAL/BUDGET IMPLICATIONS**

If the rate exemption were to apply, the property would remain liable for the payment of ESL and any applicable refuse and service charges. If approved by Council, the City Administration will include the property in the City's Register of Non-Rateable Properties and review their status on a triannual basis for continuation of exemption compliance.

The total exemption of rates would have an approximate reduction in rate revenue of \$1402.98 for 2024/2025 financial year and would have similar financial implications for on-going financial years while the rate exemption is in effect.

**ASSET MANAGEMENT IMPLICATIONS**

There are no Asset Management implications because of this proposal.

**ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS**

There are no environmental/public health implications because of this proposal.

**COMMUNITY ENGAGEMENT**

There are no Community Engagement implications because of this proposal.

**ATTACHMENTS**

- A. Rate Exemption Application - Prop ID 17869 - 9 Sparsa Way KWINANA TOWN CENTRE  
[↓](#)
- B. Housing Agreement [↓](#)
- C. Supporting Document [↓](#)



## CHARITABLE RATE EXEMPTIONS

## Application for Rates Exemption

This application form is to be used in conjunction with Council's Policy – Charitable Rate Exemptions by those organisations seeking rates exemption under Section 6.26(2)(g) of the Local Government Act 1995.

All sections of the form must be completed and all additional documentation attached as requested. Failure to do so may result in the rejection of your application. A formal written response will be issued once the application has been processed. All rates must be paid in full until such time as a decision has been reached. All balances outstanding will accrue penalty interest of 11%

### 1. Property Owner Details

- a) Rates Assessment Number: \_\_\_\_\_
- b) Property Owners Name(s): Housing Authority
- c) Property Address: 9 Sparsa Way, Kwinana, WA 6167
- d) Owners Postal Address: C/- PO Box 105, Burswood, WA 6100
- e) Owners Phone Number: (08) 9430 0913
- f) Owners E-mail Address: duane.moroney@hcau.org.au

### 2. Rates Exemption Applicant Details

- a) Name of Organisation: Housing Choices Western Australia Ltd. (Formally Access Housing Australia Ltd
- b) Contact Person: Duane Moroney
- c) Position: General Manager, National Assets
- d) Postal Address: PO Box 105, Burswood, WA 6100
- e) Phone Number: (08) 9430 0913
- f) E-mail Address: duane.moroney@hcau.org.au

g) Is the organisation the owner of the property?

Yes

☐

No

☒

h) Does the organisation lease the property?

Yes

☒

No

☐

If yes, please provide a copy of the lease agreement showing that the lessee is responsible for the payment of Rates.

i) Does the organisation occupy the whole of the building?

Yes

☒

No

☐



CHARITABLE RATE EXEMPTIONS

j) Is the exemption claimed over the whole of the property?  
*If No, please provide a copy of the floor plans showing the areas leased and/or areas claiming exemption.*

Yes ☒ No ☐

k) Is the organisation claiming a rate exemption on this property under Section 6.26(2)(g) of the Local Government Act 1995?  
*If Yes, under what sub-section is the claim made? (Please refer to appendix A)*

Yes ☒ No ☐

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l) Is the organisation rate exempt under an Act other than the Local Government Act 1995?  
*If Yes, please state under which Act the organisation is rate exempt.*

Yes ☐ No ☒

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### 3. Organisation Information

a) Is the Organisation an incorporated body as per the Association Incorporated Act 1987?  
*If Yes, please attach Certificate of Incorporation.*

Yes ☒ No ☐

b) Is the organisation considered "not for profit"?  
*If Yes, Please state the purpose of the organisation:*

Yes ☒ No ☐

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c) Does the organisation receive a tax exemption from the Australian Taxation Office?

Yes ☒ No ☐



## CHARITABLE RATE EXEMPTIONS

*If Yes, please attach tax exemption certificates.*

d) Please attach a copy of the organisation's Constitution.

e) Does the organisation receive income from the operations located at the property address?

Yes

☒

No

☐

*If Yes, please attach a detailed statement listing the type of operations and a break-down of income received from these operations.*

f) Are commercial activities being conducted at the property address?

Yes

☐

No

☒

*If Yes, please attach a detailed statement of any commercial activities carried out at the property address.*

g) Does the organisation make a profit which is not used for charitable purposes from its operations?

Yes

☐

No

☒

*If Yes, please attach a detailed statement of how profit is utilised or distributed by the organisation.*

h) Please attach a copy of two years audited financial statements.

#### 4. Checklist for Document Attachments

a) Copy of the lease if property is leased

☐

b) Building floor plans detailing leased areas

☐

c) Certification of Incorporation

☐

d) Certificate of tax exemption certification from the ATO

☐

e) Copy of the organisation Constitution

☐

f) Copies of two years audited financial statements

☐

g) A statement detailing the nature of the organisation operations

☐

This statement is to include the type of operations, any income received from these operations, details of any commercial activities and how profit is utilized and distributed by the company.

☐

h) Please include any other details that may assist with the approval of your application.

☐

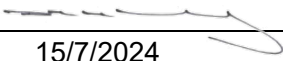




## CHARITABLE RATE EXEMPTIONS

## 5. Declaration

I declare that the answers, information and documentation provided in this Rates Exemption Application are true and correct to the best of my knowledge. I am authorised by the organisation to execute this document.

Name: Duane Moroney  
Position: General Manager, National Assets  
Organisation: Housing Choices Western Australia Ltd.  
Signature:   
Date: 15/7/2024

## OFFICE USE ONLY

Rates Exemption Application  
approved?

Yes

☐

No

☐

Effective date of exemption: \_\_\_\_\_

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The decision to approve/deny a Rates Exemption under Section 6.26(2)(g) of the Local Government Act 1995 was approved by Council

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

Meeting: \_\_\_\_\_

**WESTERN AUSTRALIA****OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005****STATUTORY DECLARATION****APPLICATION FOR RATES EXEMPTION UNDER  
SECTION 6.26 OF THE LOCAL GOVERNMENT ACT 1995.****STATEMENT OF PROPERTY USE FOR THE YEAR ENDING 30 JUNE 2025**

(1) Christian name or names and surname of declarant in full (1) **I Duane Roy Moroney**

(2) Address (2) **of C/- Level 7, 25 Rowe Ave, Rivervale, WA  
In the State of Western Australia**

(3) Occupation (3) **General Manager, National Assets**

Sincerely declare as follows:-

<b>The property located at</b>	9 Sparsa Way, Kwinana, WA 6167
is used by	Housing Choices Western Australia Ltd.
for the purposes of	Community Housing
Description of the activities the property is used for	Subsidised accommodation for the relief of poverty or distress for people in need.
for the period << ____ to ____ >>	or from 1st July 2024 to Ongoing

The applicant agrees to advise the Local Government's Rating Services Section as soon as there is **ANY** change to the purpose/s as stated above.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*Declared at **Mandurah**this **15** day of **July** 20 **24**In the presence of **Mitchell Moroney**  
(Signature of authorised witness)**Mitchell Zeke Moroney Accountant IPA 215419**  
(Name of authorised witness and qualification as such a witness)

(4) Signature of person making the declaration

(4) 

Final

# Community Housing Agreement

Department of Housing

Housing Authority

Access Housing Australia Limited (ABN 67 128 888 157)  
(Organisation)

MinterEllison

L A W Y E E R S

CENTRAL PARK, 152-158 ST GEORGES TCE, PERTH WA 6000, DX 124 PERTH  
TEL: +61 8 9429 7444 FAX: +61 8 9429 7666  
[www.minterellison.com](http://www.minterellison.com)

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# Community Housing Agreement

## Department of Housing

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## Details

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**Date** 1 October 2010

## Parties

**Name** **Housing Authority (a body corporate constituted under the *Housing Act 1980*)**  
**Short form name** **Housing Authority**  
**Notice details** 99 Plain Street, East Perth, Western Australia 6000  
**Contact** *Director General or his nominee from time to time*

**Name** **Access Housing Australia Limited (ABN 67 128 888 157)**  
**Short form name** **Organisation**  
**Notice details** Level 1, 39 Adelaide Street, Fremantle, Western Australia 6160  
**Contact** *Garry Ellender*

## Background

- (a) The Housing Authority wishes to partner with Community Housing Organisations to:
  - (i) increase the supply of Community Housing in Western Australia;
  - (ii) encourage innovation and creativity in the models and delivery of Community Housing provided by Community Housing Organisations;
  - (iii) establish an environment that supports, enables and encourages private sector, institutional and philanthropic investment in Community Housing delivered through Community Housing Organisations;
  - (iv) create opportunities for Community Housing Organisations to fulfil a greater role in the delivery of Community Housing, including as property owners, developers and managers of substantial Community Housing portfolios; and
  - (v) manage the risk and optimise the benefit to the wider community associated with the proposed devolution of management and / or ownership of Community Housing.
- (b) The Housing Authority acknowledges that the Organisation may undertake certain business activities which do not directly relate to the provision of Community Housing and as such are not directly regulated by the Housing Authority under this Agreement.



# General

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## 1. Defined terms and interpretation

### 1.1 Defined terms

In this document:

**Administrator** means an administrator, receiver, receiver and manager, trustee, provisional liquidator, liquidator or any other persons (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

**Adverse Risk Event** means an event which is likely to have or has had a material adverse effect on:

- (a) the Housing Authority's material rights or remedies under this Agreement or any other legal agreement between the Parties;
- (b) the ability of the Organisation to observe or perform its obligations under this Agreement or any other legal agreement between the Parties; or
- (c) the assets, operations, condition (financial or otherwise) or business of the Organisation, regardless of whether the event relates to Land, Premises, or operations or business of the Organisation the subject of this Agreement or any other legal agreement between the Parties.

**Advisers** means:

- (a) the financial, legal or other technical advisers of a Party; and
- (b) the respective officers and employees of those financial, legal or other technical advisers.

**Affordable Housing** means housing that must be leased to Eligible Persons at a Rent less than 75% of market rent and otherwise in accordance with the relevant Policies.

**Agreement** means this Community Housing Agreement.

**Applicant** means a person on the Joint Wait List who has applied for Community Housing.

**Annual Report** means the Organisation's annual report.

**Business Day** means a day, not being a Saturday, Sunday or public holiday, which banks in Western Australia are open for general banking business.

**Business Plan** means the plan referred to in clause 23.

**Change in Law** means the amendment, coming into effect or implementation after the date of this Agreement of:

- (a) a Legislative Requirement, other than any Legislative Requirement which on the date of this Agreement has been published; or
- (b) any applicable judgement of a relevant court of law which changes a binding precedent.

**Change of Control** means, in respect of an entity, an event occurs which results in a change in the Control of that entity.

**Community Housing** means Social Housing and/or Affordable Housing owned or otherwise under the legal control of a Community Housing Organisation.

**Community Housing Organisation** means any not for profit organisation incorporated under the Law of the Commonwealth of Australia or the State of Western Australia, or a Local Government, whose primary objective is to provide Social Housing or Affordable Housing to Eligible Persons on the Joint Wait List and is registered with the Housing Authority for that purpose.

**Contractor** means the appropriately licensed and qualified builder or builders and where the case requires, any other tradespersons, consultants and other professional engaged by the Organisation for the purpose of carrying out and completing any works, including Maintenance, relating to any Premises.

**Control** means:

- (a) control or influence of, or having the capacity to control or influence the composition of the board, or decision making, directly or indirectly, in relation to the financial and operating policies;
- (b) being in a position to cast, or control the casting of, more than 20% of the maximum number of votes that may be cast at a general meeting; or
- (c) having a relevant interest (as defined in Section 608 of the *Corporation Act 2001* (Cth)) in more than 20% of the securities (as defined in the *Corporation Act 2001* (Cth)),

of an entity.

**Corporation** means a corporation as defined in the *Corporations Act 2001* (Cth) as amended.

**Eligible Persons** means persons who meet the Housing Authority's eligibility criteria for Affordable Housing or Social Housing (as applicable) as set out in the relevant Policy.

**Financial Year** means any period of 12 months ending on 30 June.

**Force Majeure** means an act of God, strike, lockout, insurrection, civil commotion, lightning, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or lines of pipe, governmental restraint, embargoes, inability to obtain or delay in obtaining equipment or transport and other cause, whether of the kind enumerated in this definition or otherwise, which is beyond the control of the Parties.

**Governmental Agency** means, in respect of the relevant sovereign state, any government of governmental, semi-governmental, administrative, fiscal or judicial body, responsible Minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of Government, whether Federal, State, Territorial or local, statutory or otherwise, anywhere in the world.

**Growth Properties** has the meaning given to that term in clause 25.3.

**Growth Proposal** has the meaning given to that term in clause 25.1.

**Growth Provider** means a Community Housing Organisation registered as a growth provider in accordance with the relevant Policy.

**GST** means the goods and services tax applicable to any taxable supply under the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in the State of Western Australia.

**GST Report** means a report addressed to the Housing Authority, for each quarter ending 31 March, 30 June, 30 September and 31 December, indicating whether the Organisation has used the Land and Premises to make supplies that comply with clause 16(f) of this Agreement, and if not, identifying each non-complying supply of the Land and Premises in the relevant reporting period.

**Housing Authority** means the Housing Authority as defined in the *Housing Act 1980* (WA) as amended.

**Insolvency Event** means any one or combination of the following or any event or circumstance analogous to the following:

- (a) a Party disposes of the whole or any part of its, operations or business other than in the ordinary course of business;
- (b) a Party ceases to carry on business;
- (c) a Party ceases to be able to pay its debts as they become due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of a Party's assets, operations or business;
- (e) any step is taken to enter into any arrangement between a Party and its creditors, without the prior written consent of the Housing Authority; and
- (f) any step is taken to appoint an Administrator.

**Joint Wait List** means the list of Eligible Persons maintained by the Housing Authority and includes persons referred by or entered onto the list by a Community Housing Organisation to form a common Community Housing wait list.

**Land** means land upon which Community Housing is located as listed in Schedule A of this Agreement and does not include the Premises.

**Landgate** means the Western Australian Land Information Authority established under the *Western Australian Land Authority Act 1992* (WA).

**Law** includes any constitution or provision, treaty, decree, convention, statute, Act, regulation, rule, ordinance, proclamation, subordinate legislation, delegated legislation, by-law, judgement, rule of common law or equity, rule, ruling or guideline by a competent entity exercising jurisdiction in the relevant matter, including a rule, ruling, by-law, town planning scheme or guideline of any Governmental Agency.

**Lawful Visitors** means lawful visitors other than Tenants or occupants of the Premises (whether temporary or permanent) or guests (whether invited or uninvited) of the Tenants or of the occupants.

**Legislative Requirement** includes any:

- (a) Law;
- (b) certificate, licence, consent, permit, approval and requirement of any Authority;
- (c) fees and charges payable in connection with the foregoing.

**Local Government** means a local government as defined in the *Local Government Act 1995* (WA).

**Loss** means a loss, claim, action damage, liability, cost, charge, expense, penalty compensation, fine or outgoing suffered, paid or incurred and **Losses** has the same meaning.

**Maintenance** means any works for the maintenance, repair, refurbishment or improvement of the Land or Premises, including Major Maintenance, except where the works are the subject of a separate agreement between the Parties.

**Major Maintenance** means major repairs or replacement of essential structures and service infrastructure relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability of the Premises, including but not limited to: floors; concrete slabs; masonry; roof coverings; roof plumbing; roof structure; footings and foundations; outer walls (but not windows, doorframes and door furniture); ceilings; sewerage, drainage and water supply (but not taps and other visible water fittings); and gas and electrical supply infrastructure (but not gas taps, electrical wall sockets and other visible electrical or gas fittings).

**Managed Premises** means the Community Housing owned by the Housing Authority listed in Schedule B which, subject to clause 40.7, is managed and maintained by the Organisation in accordance with the terms of this Agreement.

**Market Value** means the market value of Land and/or Premises sworn by a Valuer after taking into account any cost of repairing or re-instating the Premises to a minimum tenable standard as determined by the Housing Authority, acting reasonably.

**Minister** means the State Government Minister with portfolio responsibility for the Housing Authority from time to time.

**Parties** means the Housing Authority and the Organisation.

**Party** means either the Housing Authority or the Organisation.

**Performance Agreement** means the agreement referred to in clause 24.

**Policies** means the Housing Authority's policies listed in Schedule D that are adopted and/or amended by the Housing Authority from time to time in accordance with clause 6.3 and **Policy** has a corresponding meaning.

**Preferred Provider** means a Community Housing Organisation registered as a preferred provider in accordance with the relevant Policy.

**Premises** means the Community Housing listed in:

- (a) Schedule A and includes, but is not limited to, all premises in which the Housing Authority has an interest pursuant to clause 20 of this Agreement; and
- (b) Schedule B and includes the Managed Premises.

**Premises Condition Report** means the Report prepared by the Organisation following an inspection of the Premises in accordance with clause 36.2(a).

**Project Agreement** means a legal agreement entered into between the Parties for the procurement of Community Housing.

**Records** means any record, plan, document, budget, statement or policy (electronic or otherwise), which the Organisation is required to keep, including:

- (a) any record that is required for compliance with the terms of its Registration;
- (b) any record that is required for compliance with the Policies; and
- (c) any other records set out in or required for compliance with the terms of this Agreement.

**Registered Provider** means a Community Housing Organisation registered as a registered provider in accordance with the relevant Policy.

**Registration** means the state of being registered by the Housing Authority as a Community Housing Organisation in accordance with the relevant Policies and this Agreement and **Registered** will have the same meaning.

**Rent** means rent charged by the Organisation for the Premises.

**Reports** means the reports and other information listed in Schedule C that the Organisation is required to provide to the Housing Authority in accordance with this Agreement.

**Restrictive Covenant** means a restrictive covenant restricting the use of the Land for Community Housing pursuant to section 129BA *Transfer of Land Act 1893* (WA).

**RT Act** means the *Residential Tenancies Act 1987* (WA).

**RV Act** means the *Retirement Villages Act 1992* (WA).

**Service Fees** means optional fees (not charged as part of the Rent) for additional tenancy management services, made available by the Organisation directly or through a third party, to Tenants on a user pay basis, including but not limited to services such as: laundry, linen change, meals and house cleaning services, or furniture or television/video hire.

**Social Housing** means housing that must be leased to Eligible Persons in accordance with the relevant Policies.

**ST Act** means the *Strata Titles Act 1985* (WA).

**Target Groups** means those specific categories of Tenants to whom the Premises must be let by the Organisation as set out in Schedule A.

**Tenancy** means each and every tenancy the subject of a Tenancy Agreement and **Tenancies** has the corresponding meaning.

**Tenancy Agreement** means any agreement, express or implied, between the Organisation (as landlord) and the Tenant or Tenants by which the Organisation grants a right to occupy the Premises, or part thereof, whether exclusively or otherwise, in accordance with the terms of this Agreement and without limiting the generality of the foregoing, includes a residential tenancy agreement under the RT Act and a residence contract under the RV Act.

**Tenant** means an Eligible Person who occupies the Premises from time to time and **Tenants** has the corresponding meaning.

**Transfer List** means the list of Eligible Persons residing in either accommodation owned by the Housing Authority or Community Housing who have been identified as eligible to transfer into alternative accommodation.

**Valuer** means a person who:

- (a) is licensed under the *Land Valuers Licensing Act 1978* (WA);
  - (b) is a full member of the Australian Property Institute ; and
  - (c) is actively engaged undertaking land and property valuations in Western Australia,
- and Valuers has the corresponding meaning.

## 1.2 Interpretation

In this Agreement headings are for convenience only and do not affect interpretation and unless the context indicates a contrary intention:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other gender;

- (c) a reference to persons include Corporations;
- (d) a reference to a person includes that person's executors, administrators, successors, substitutes and assigns;
- (e) a reference to a clause or Schedule is to a clause in or Schedule to this Agreement;
- (f) a reference to currency is to Australian currency unless otherwise stated;
- (g) a reference to any legislation or to any section or provision thereof includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by-laws, regulations, and other statutory instruments issued thereunder for the time being in force and having jurisdiction in Western Australia;
- (h) where the day on which or by which any act, matter or thing is to be done under this Agreement is not a Business Day, that act, matter or thing will be done on the immediately following Business Day;
- (i) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in that Act;
- (j) the meaning of general words is not limited by specific examples introduced by including 'for example' or similar expressions;
- (k) this Agreement is to be interpreted, applied and will take effect as a contract made in Western Australia;
- (l) the contents of the Schedules to this Agreement are hereby deemed to be provisions of this Agreement and are enforceable in accordance with their terms;
- (m) the Parties must at all times observe, conform and comply with the provisions of all applicable Law of the Commonwealth of Australia, the State of Western Australia and any relevant Local Government as amended from time to time;
- (n) to the extent that any applicable law, legislative provision, rule, regulations or by-law referred in clause 1.1(m) is inconsistent with this Agreement, the former will prevail to the extent of the inconsistency;
- (o) nothing in this Agreement is to be construed so as to make a Party a partner, agent or representative of the other Party or to create any partnership, association or agency for any purpose;
- (p) the rights and obligations of the Parties are neither joint nor joint and several;
- (q) subject to its provisions, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns who become Parties under the terms of this Agreement; and
- (r) the Agreement will apply to all Land and Premises.

## 2. Purpose of the agreement

This Agreement:

- (a) establishes the terms on which the Organisation must discharge its functions as a Community Housing Organisation;
- (b) facilitates and supports the objectives outlined in the Background;

- (c) establishes robust and consistent standards for service delivery across the Community Housing sector and a means by which the Housing Authority can effectively regulate Community Housing Organisations; and
- (d) establishes a means by which the Housing Authority's interests in the Land and Premises can be protected.

### 3. Term of the agreement

This Agreement will bind the Parties with respect to the Land and Premises until determined as hereinafter provided.

### 4. Warranties regarding capacity and status

Each of the Parties to this Agreement represent and warrant that each of the following statements is true and accurate as the date of this Agreement:

- (a) the Party is (where applicable) validly existing under the Law of its place of incorporation;
- (b) the Party has the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- (c) the Party has taken all necessary action to authorise its entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement; and
- (d) the Party's obligations under this Agreement are valid and binding and enforceable against it in accordance with this Agreement.

### 5. Prior agreements between the Parties

- (a) This Agreement represents the entire agreement between the parties in relation to its subject matter.
- (b) This Agreement:
  - (i) replaces any service level agreement or similar between the Parties, whether in writing or otherwise, that relates to the Land and/or Premises; and
  - (ii) overrides any other legal agreement between the Parties, whether in writing or otherwise, that relates to the Land and/or Premises, but does not extinguish any provision in any legal agreement, such as but not limited to a Project Agreement, that establishes the:
    - (A) Parties' interests in Land and/or Premises the subject of those agreements and the calculation of the same as recognised in clause 45 and recorded in Schedule A; and
    - (B) applicable term of those agreements.

### 6. Variation and amendment

#### 6.1 Variations to the Agreement

Unless otherwise expressly provided, this Agreement may only be varied with the written consent of the Parties.

## 6.2 Change in Law

The Parties acknowledge that this Agreement may need to be varied to take into account any Change in Law.

## 6.3 Variations to Policies

The Housing Authority may update and amend the Policies listed in Schedule D and introduce new Policies from time to time and the Organisation agrees to be bound by the Policies as amended, updated and introduced provided that:

- (a) the Housing Authority has consulted with the Organisation and taken into account the Organisation's view (if any);
- (b) the Housing Authority has communicated the substance of any such amendment or update to the Policies or new Policy to the Organisation in writing;
- (c) in the reasonable opinion of the Housing Authority, any update or amendment to the Policies or new Policy:
  - (i) is necessary to further the development of the Community Housing sector and further the Parties' objectives under this Agreement;
  - (ii) does not have a materially adverse financial impact on the Organisation; and
  - (iii) is not inconsistent with the Organisation's rights and entitlements under this Agreement.

## 7. Notices

### 7.1 Service of Notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (i) in writing, in English and signed by an authorised person; and
- (ii) hand delivered, sent by prepaid post to the recipient's address for Notices specified on the Details page of this Agreement, or sent by facsimile to the recipient's facsimile number, as varied by any Notice given by the recipient to the sender.

### 7.2 Effective on receipt

Unless otherwise expressly provided, a Notice given in accordance with clause 7.1 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery; and
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

but if the delivery receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## 8. Confidentiality

- (a) As from the date of this Agreement, the Parties will each regard and treat the details of this Agreement and any related deeds or other document and all other documents and information provided to or by the other as confidential to the other except to the extent where disclosure is:



- (i) required by Law or essential to satisfy an obligation under this Agreement;
  - (ii) made by a party to its Advisers or employees solely in order to comply with obligations or to exercise rights under this Agreement;
  - (iii) made to the Commonwealth Minister with responsibility for housing, Minister for Housing for Western Australia or the State Government of Western Australia (or any relevant department, agency or representative body or committee of those governments); or
  - (iv) to be made to a third party to whom the Parties are reasonably satisfied disclosure is required, the Parties have consented to the disclosure and any such third party has first provided confidentiality undertakings in a form reasonably required by any one or more of the Parties.
- (b) The obligations under this clause continue indefinitely and this clause survives the termination of this Agreement.

## 9. Disputes and arbitration

### 9.1 Exceptions

This clause 9 does not apply to any dispute over:

- (a) the exercise by the Housing Authority's of its options under clause 44; and
- (b) decisions taken or notices issued by the Housing Authority regarding the Organisation's Registration which must be dealt with in accordance with clauses 19, 41, 42 and 43.

### 9.2 Resolution, mediation and arbitration

- (a) Subject to clause 9.1 above, any dispute between the Parties arising under or in respect of this Agreement must be dealt with in accordance with the terms of this clause 9.2.
- (b) A Party must not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of or in connection with this Agreement (**Dispute**) unless it has first complied with this clause.
- (c) A Party claiming that a Dispute has arisen must give written notice to the other Party to the Dispute within five (5) Business Days of the Dispute first arising, giving details of the Dispute.
- (d) During the five (5) Business Days after a notice is given under this clause (or longer period agreed in writing by the Parties) (**Resolution Period**) each Party must use its best efforts to resolve the Dispute, including organising meetings between its senior executives.
- (e) If the Parties cannot resolve the Dispute within the Resolution Period, either Party may elect to refer the Dispute to a mediator who is an accredited mediator with either the Institute of Arbitrators and Mediators Australia or with LEADR Association of Dispute Resolvers (as agreed between the Parties).
- (f) If the Parties cannot agree on a mediator within five (5) Business Days after an election to refer the Dispute under clause 9.2(e), a mediator may be appointed by the Chairman of the Institute of Arbitrators and Mediators Australia (WA Chapter)
- (g) As soon as the Dispute is referred under sub-clause (e) or (f) above, the role of a mediator is to assist the Parties in negotiating a resolution of the Dispute. The Parties may adopt agreed rules for the conduct of the mediation, but in the absence of any such agreement,

the mediation will be conducted under the rules for commercial mediations as published as at the date of the notice of the Dispute by the Institute of Arbitrators and Mediators Australia. A mediator may not make a binding decision on the Parties except if the Parties agree in writing.

- (h) If no request to refer the Dispute to a mediator is made, a Party who has complied with clauses 9.2(a) to (e) inclusive may terminate the dispute resolution process by giving notice to the other Party.
- (i) If the Parties are unable to resolve a Dispute under the preceding subclauses, then they may agree to submit the Dispute to arbitration. The arbitrator will be a person agreed upon by the Parties or, in default of agreement, as appointed by the Chairman of the Institute of Arbitrators and Mediators Australia (WA Chapter).

### 9.3 Confidentiality

Any information or documents disclosed by a party under this clause:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

### 9.4 Continued Performance

The Parties must to the extent it is reasonably practicable and to the extent that such performance is not directly impacted by the Dispute continue to perform their obligations under this Agreement despite the existence of a Dispute, unless the Parties otherwise agree in writing.

## 10. Assignment and Change of Control

- (a) Assignment by the Organisation of the whole or any part of this Agreement or any obligations, power or right under this Agreement is prohibited without the prior written consent of the Housing Authority.
- (b) The Organisation warrants and represents to the Housing Authority that the legal and beneficial ownership of that entity is as set out in its constitution at the date of this Agreement.
- (c) The Organisation must not permit any Change of Control of, or change in the legal or beneficial ownership of that entity without the prior written consent of the Housing Authority.

## 11. Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

## 12. Costs

Each Party must pay its own costs of negotiating, preparing and executing this Agreement and any related documents.

## 13. Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent

another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

## 14. Representations and warranties

The Housing Authority is not bound by any representations or warranties made to any third parties by the Organisation.

## 15. Force Majeure

- (a) If a Party becomes unable wholly or in part by reason of Force Majeure to carry out any of its duties or obligations under or by virtue of this Agreement:
  - (i) that Party must give prompt written notice to the other Party of the Force Majeure with reasonably full particulars thereof and of the probable (as far as is known at the time) extent to which that Party will not be able to perform or be delayed in performing such duties or obligations;
  - (ii) such duties or obligations so far as they are affected by the Force Majeure will be suspended during, but no longer than, the continuance of the Force Majeure; and
  - (iii) that Party must use all possible diligence to overcome or remove the impact or effects of the Force Majeure as soon as possible.
- (b) The requirement that any Force Majeure is to be overcome or remedied with all possible diligence does not oblige a Party to settle any strike or other labour dispute on terms it does not approve of or to contest the validity of any law, regulation or decree by way of legal proceedings.

## 16. GST

- (a) In this clause, **Additional Amount**, **Recipient** and **Supplier** have the same meanings as given in clause 16(c). Any terms used in this clause 16 that are defined in the GST Act have the same meanings as in the GST Act.
- (b) All prices or other amounts fixed or determined under, or referred to in, this Agreement are expressed to be inclusive of GST, except where expressly provided to the contrary in a particular provision of this Agreement.
- (c) Subject to clause 16(d), where a price or consideration is expressly stated to be exclusive of GST, then if GST is or becomes payable by a Party (**Supplier**) in relation to any supply that it makes under, in connection with or resulting from this Agreement, the Parties agree that, in addition to any consideration provided by a Party (**Recipient**) for that supply, the Recipient must, in addition to any other consideration payable under this Agreement, pay to the Supplier the amount of any GST for which the Supplier is liable in relation to that supply (**Additional Amount**) at the same time as the relevant consideration or any part of it is provided.
- (d) The obligation to pay the Additional Amount under clause 16(c) only arises once the Supplier has issued a tax invoice (and any adjustment note) to the Recipient in respect of the Additional Amount.
- (e) If, under this Agreement, one Party is required to pay an amount to reimburse or compensate the other Party for any cost or liability incurred by that other Party:

- (i) the amount to be reimbursed or compensated excludes any GST component of that cost or liability for which that other Party, or the representative member of any GST group of which that Party is a member, is entitled to claim an input tax credit; and
  - (ii) if the reimbursement or compensation payment is itself consideration for a taxable supply by the payee, it is to be increased by the amount of GST payable by the payee on that taxable supply once a tax invoice has been issued by the payee for that supply.
- (f) The Organisation must:
- (i) obtain and at all times during the term of this Agreement maintain endorsement as a charitable institution under section 176-1(1) of the GST Act
  - (ii) ensure that any supply of Premises or other supply made to Eligible Persons under or in connection with this Agreement qualifies to be, and otherwise always constitutes, a GST-free supply pursuant to Subdivision 38-G of the GST Act; and
  - (iii) ensure that any supply of Premises made under, as a consequence of, or in connection with this Agreement is made for consideration that is less than 75% of the GST inclusive market value of that supply for the purposes of complying with this clause 16(f), in addition to any other requirements to ensure GST-free status of such supplies.
- (g) The Organisation must take all necessary steps to claim back GST input tax credits in respect of any acquisitions, costs or expenses incurred in connection with or during the course of it complying with its obligations under this Agreement and apply those credits in full to the provision of Community Housing in accordance with the terms of this Agreement. The Organisation warrants that it believes it is entitled to claim full input tax credits for any GST payable on its acquisitions and agrees to pay to the Housing Authority any amount of input tax credits that are not applied in accordance with this clause

## 17. Survival

Clauses 8, 9.3, 28.2, 43, 44, 45, 46 and 47 survive the termination of this Agreement to the extent it is necessary to give them full effect.

## Registration

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### 18. Register

- (a) The Housing Authority must maintain a register of all Registered Community Housing Organisations (**Register**).
- (b) The Housing Authority must record the Organisation's level of Registration as either a:
  - (i) Growth Provider;
  - (ii) Preferred Provider; or
  - (iii) Registered Provider.
- (c) The Housing Authority is to determine:
  - (i) the information with respect to Community Housing Organisations to be included on the Register; and
  - (ii) the form in which the information included in the Register is to be kept.

### 19. Registration of Community Housing Organisations

- (a) The Organisation must do all things necessary to maintain its level of Registration with the Housing Authority in accordance with any relevant Law and Policies.
- (b) In determining whether the Organisation is satisfying the requirements of Registration from time to time, including its obligations under this Agreement, the Housing Authority may have regard to a range of matters including but not limited to the:
  - (i) eligibility criteria and other matters applicable to the Organisation's level of Registration as prescribed in the relevant Policy;
  - (ii) extent to which the Organisation is complying with any other relevant Policies; and
  - (iii) extent to which Organisation conducts its business in accordance with the principles and objectives set out in the National Community Housing Standards (as amended or updated from time to time).

## Interests in Land and Premises

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### 20. Housing Authority to have an interest in Land and Premises

By virtue of this Agreement, the Housing Authority has an interest in any Land and Premises listed in Schedule A in the following circumstances:

- (a) if the freehold interest in Land and/or Premises is or has been vested in, or transferred to, the Organisation by the Housing Authority;
- (b) if the Land and/or Premises is or has been acquired by the Organisation wholly or partly with funding provided by the Housing Authority, including but not limited to where such funding is comprised of:
  - (i) funding provided directly by the Housing Authority; or
  - (ii) GST input tax credits claimed by the Organisation in connection with any supplies which are funded wholly or in part by the Housing Authority.
- (c) if a legal interest in the Land and/or Premises (including a leasehold interest) is or has been acquired by the Organisation wholly or partly with funding provided or the acquisition is facilitated by the Housing Authority;
- (d) if the Land and/or Premises is acquired by the Organisation either wholly or in part with borrowings leveraged off or cashflow generated from any assets in the Organisation's portfolio in which the Housing Authority has or had an interest;
- (e) if the Housing Authority is identified as having an interest in the Land and/or Premises in any other legal agreement;
- (f) if the Organisation procures new or different Land and/or Premises with the proceeds of sale of Land and/or Premises in which the Housing Authority previously had an interest; or
- (g) if the Housing Authority constructs housing or makes other improvements on the Land and/or Premises.

### 21. Land and Premises the subject of this Agreement

- (a) The Housing Authority must update Schedule A and Schedule B from time to time:
  - (i) with the details of any new or additional Land and/or Premises in the Organisation's portfolio of Community Housing in which the Housing Authority has an interest pursuant to clause 20 or clause 40 respectively; and
  - (ii) to remove reference to any Land and or Premises that no longer form part of the Organisation's portfolio of Community Housing,and the Organisation must cooperate and provide every assistance to the Housing Authority in this regard.
- (b) For the avoidance of doubt, this Agreement will apply to the additional land and/or premises from the date when the Organisation takes possession of the Community Housing referred to in clause 21(a), regardless whether it has yet been added to Schedule A or Schedule B by the Housing Authority.

- (c) The Housing Authority will maintain Schedule A and Schedule B in electronic form and will make available to the Organisation up to date copies on a bi-annual basis or more regularly if requested by the Organisation.
- (d) The Organisation will be taken to agree to any updated form of Schedule A or Schedule B unless it provides written notice to the Housing Authority within ten (10) Business Days of receipt of the same identifying any changes to those schedules that it disputes.

## 22. Dealings with Land and Premises

### 22.1 Protection of Housing Authority's interest

- (a) The Organisation must not sell, assign, transfer or dispose of its estate or interest in any of the Land and Premises other than in accordance with the terms of this Agreement.
- (b) The Housing Authority may lodge a Restrictive Covenant at Landgate against the certificate of title of any Land in Schedule A.
- (c) The Organisation charges the Land and Premises with the performance of its obligations under this Agreement and agrees to the Housing Authority lodging an absolute caveat over the Land and Premises to secure the performance of the Organisation's obligations under this Agreement.
- (d) The Organisation must not surrender its estate or interest in any of the Land or Premises other than in accordance with this Agreement and with the prior written consent of the Housing Authority, which consent will not be unreasonably withheld.
- (e) The Organisation must not let or lease its estate or interest in any of the Land or Premises the subject of this Agreement otherwise than as expressly provided for in this Agreement.

### 22.2 Ability to mortgage, charge or encumber

- (a) The Organisation must not mortgage, charge or encumber its interest or estate in any of the Land or Premises the subject of this Agreement without the prior written consent of the Housing Authority.
- (b) Unless otherwise agreed between the Parties, the Housing Authority will only provide its written consent for the Organisation to mortgage, charge or encumber its interest or estate in any of the Land and Premises if:
  - (i) the mortgage, charge or encumbrance is to secure finance to implement a Growth Proposal approved pursuant to clause 25.2;
  - (ii) it is satisfied that the proposed financial arrangements which are to be secured by the mortgage, charge or encumbrance of the Land and Premises is consistent with the Organisation's Business Plan and otherwise with this Agreement; and
  - (iii) the other party or parties to the proposed mortgage, charge, encumbrance or security has entered into a binding legal agreement with the Housing Authority and the Organisation in order to protect the Housing Authority's rights and interests in respect of the Land and Premises under this Agreement.
- (c) If the Housing Authority provides written consent in accordance with clause 22.2(b), it:
  - (i) must provide to the Organisation in registrable form a duly executed withdrawal of caveat lodged by the Housing Authority pursuant to this Agreement to enable registration of a mortgage on the certificate of title to the Land; and

- (ii) is entitled to lodge an absolute caveat against the certificate of title to the Land and/or Premises immediately after the mortgage has been registered.

### 22.3 Sale of Land and Premises

- (a) The Organisation must not sell, assign, transfer or dispose of its interest or estate in any of the Land or Premises the subject of this Agreement without the prior written consent of the Housing Authority.
- (b) Subject to subclause 22.3(c), the Housing Authority will only provide its written consent for the Organisation to sell, assign, transfer or dispose of its interest or estate (in whole or in part) in any of the Land and Premises if:
  - (i) the sale, assignment, transfer or disposal of the Land and/or Premises is to finance (wholly or in part) a Growth Proposal approved pursuant to clause 25.2; and
  - (ii) it is satisfied that the proposed sale, assignment, transfer or disposal of the Land and Premises is consistent with the Organisation's Business Plan and otherwise with this Agreement.
- (c) Notwithstanding subclause 22.3(b), the Housing Authority may provide its written consent for the Organisation to sell, assign, transfer or dispose of its interest or estate (in whole or in part) in any of the Land and Premises, if the Housing Authority is satisfied that the proposed sale, assignment, transfer or disposal is consistent with the Organisation's or the Housing Authority's broader strategic objectives.
- (d) If the Housing Authority provides written consent in accordance with clause 22.3(b) or 22.3(c) and the Organisation proceeds to sell, assign, transfer or dispose of the Land and Premises the subject of that consent, the Organisation must:
  - (i) direct the entire proceeds of any such sale, assignment, transfer or disposal (net of any reasonably incurred transaction costs) towards the growth of the Organisation's portfolio of Community Housing in accordance with the written consent granted under clause 22.3(b) or 22.3(c);
  - (ii) account for those proceeds in its Annual Budget Forecast and Audited Financial Statements; and
  - (iii) fulfil or comply with any other reasonable terms and conditions imposed by the Housing Authority as a condition of its consent under this clause.
- (e) The Community Housing procured or acquired pursuant to subclause 22.3 must be added to Schedule A and the terms of this Agreement will apply.

### 22.4 Managed Premises

For the avoidance of doubt, the Organisation holds no interest in the Managed Premises listed in Schedule B capable of being dealt with under subclause 22.2 and 22.3.



## Registration obligations

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### 23. Business Plan

- (a) The Organisation must prepare and at all times maintain a three year business plan which addresses such matters including but not limited to the following:
  - (i) the Organisation's future business directions and activities;
  - (ii) the Organisation's financial projections of income and expenditures relating to its business activities (including but not limited to the Land and Premises);
  - (iii) risk management; and
  - (iv) the Organisations' profitability, growth forecast and other matters which confirm the Organisation's ongoing viability and solvency.

**(Business Plan)**
- (b) The Organisation must conduct its business in a manner consistent with the Business Plan.
- (c) The Business Plan must be provided to the Housing Authority and will be subject to annual review by the Parties.

### 24. Performance Agreement

#### 24.1 General

- (a) The Parties will negotiate a Performance Agreement to be annexed at Schedule E which may include but is not limited to the following:
  - (i) the proposed increase in the number of Community Housing dwellings that the Organisation will fund through leveraging borrowings and cash flow from:
    - (A) specific Land and Premises and/or proposals; and
    - (B) all Land and Premises the subject of this Agreement.

**(Growth Targets)**
  - (ii) agreed Tenant outcomes
    - (A) improved Tenant responses
    - (B) Tenant satisfaction measures and targets
  - (iii) benchmarking
    - (A) financial
      - (I) cost of services;
      - (II) debt to equity ratio; and
      - (III) debt to revenue ratio.
    - (B) administrative
      - (I) tenant to staff ratio;

- (C) asset
  - (I) maintenance expenditure to revenue ratio;
  - (II) profile of Land and Premises;
  - (III) quality of maintenance and asset management;
- (b) The Performance Agreement will be subject to annual review by the Parties or sooner as required by the Housing Authority in anticipation of, or in response to, a material change in the Organisation's portfolio of Community Housing that is or is to be the subject of this Agreement.
- (c) The Organisation must prepare and submit a progress report detailing its performance against the Growth Targets, outcomes and benchmarks in the Performance Agreement at the frequency specified in Schedule C.

## 25. Development and acquisition of new Community Housing

### 25.1 General

- (a) Where the Organisation is required to achieve Growth Targets under clause 24, the Organisation must submit to the Housing Authority for approval, proposal(s) which demonstrate(s) how the Growth Targets will be realised.
- (b) Once approved by the Housing Authority in accordance with this clause 25 a proposal will be known as a **Growth Proposal**.

### 25.2 Proposals to develop or acquire new Community Housing

- (a) The written approval of the Housing Authority is required for any proposal put forward by the Organisation which:
  - (i) relies on funds obtained through leveraged borrowing and/or cash flows from Land and Premises in which the Housing Authority has an interest; and
  - (ii) will or is intended to result in the growth of the Organisation's portfolio of Community Housing.
- (b) Any proposal submitted to the Housing Authority for approval must:
  - (i) be consistent with the Business Plan, Performance Agreement and the terms of this Agreement;
  - (ii) be consistent with any commitments made in any other legal agreement between the Parties;
  - (iii) include details of the relevant Land and Premises and other assets (if applicable) owned by the Organisation and how those assets will be used to achieve the outcomes contemplated by the proposal;
  - (iv) identify binding and measurable outcomes of the proposal which will be subject to assessment against the Performance Agreement;
  - (v) specify the milestones for the implementation and completion of the proposal and the realisation of agreed outcomes;
  - (vi) demonstrate that the Organisation has the appropriate technical skills and capacity to implement the proposal and deliver the agreed outcomes; and
  - (vii) address any other matters the Housing Authority may reasonably require.

- (c) All proposals must relate to Land and Premises in Western Australia and for the sole benefit of Community Housing in Western Australia;
- (d) In deciding whether to approve a proposal, the Housing Authority will have regard to a range of factors including:
  - (i) demand for the proposed Community Housing in the relevant area;
  - (ii) value for money;
  - (iii) design and sustainability;
  - (iv) proposed Tenant mix and future use;
  - (v) location; and
  - (vi) any other matters the Housing Authority may determine are relevant to the proposal.
- (e) Where the Housing Authority approves a proposal, the Parties will agree on the respective interest each party will hold in any land or premises acquired (whether in whole in part) through the implementation of the Growth Proposal (**Growth Properties**) and each Party's interest will be recorded in Schedule A.

### 25.3 Growth Properties

- (a) If the Organisation implements a Growth Proposal, it must notify the Housing Authority in writing within 14 days of acquiring an interest in the Growth Properties.
- (b) The Housing Authority must update Schedule A of this Agreement with the details of any Growth Properties, including the interest each Party will have as negotiated as part of the Growth Proposal.
- (c) For avoidance of doubt:
  - (i) this Agreement will apply to all Growth Properties; and
  - (ii) the Housing Authority's interest in any Growth Properties will arise as at the date the Organisation acquires the legal interest in the Growth Properties,
 regardless of whether the Growth Properties have been added to Schedule A.

## 26. Risk management

### 26.1 Risk Management Plan

- (a) The Organisation must at all times have a risk management plan which identifies its approach to managing risk across its business activities and must:
  - (i) identify key business risks;
  - (ii) identify strategies to mitigate or transfer risk; and
  - (iii) identify key personnel responsible for risk management within the organisation and at a board level,
 (**Risk Management Plan**).
- (b) The Organisation must conduct its business in a manner consistent with the Risk Management Plan.

- (c) The Risk Management Plan must be provided to the Housing Authority and will be subject to annual review by the Parties.

## 26.2 Adverse Risk Event

- (a) The Organisation must conduct its business and operations in a manner which seeks to avoid an Adverse Risk Event.
- (b) The Organisation must notify the Housing Authority in writing immediately it becomes aware that an Adverse Risk Event has occurred or is likely to occur.

## 27. Financial management and budgets

- (a) The Organisation must at all times keep and maintain proper and accurate accounting records that meet the applicable accounting standards under the *Corporations Act 2001* (Cth).
- (b) Where the Organisation operates other non-community housing services (including support services or other housing options where the Housing Authority has no interest), it must separate the administrative and financial accounting in relation to the procurement and management of the Land and Premises from these other activities.
- (c) The Organisation may not apply any funds or income related to the procurement or management of the Land and Premises under this Agreement to any other activities, services or initiatives of the Organisation, including client support services, unless it obtains the prior written consent of the Housing Authority.
- (d) Subject to clause 40.7 and unless otherwise agreed between the Parties, the Organisation is responsible for all costs and outgoings associated with and incidental to the Land and Premises including but not limited to staff and administration costs, repairs and Maintenance, long term Maintenance, Local Government rates and licenses, water authority rates, strata company levies, insurances (including workers compensation insurance), all costs associated with and incidental to the Tenancy Agreements and any other costs the Housing Authority may reasonably determine as necessary from time to time.
- (e) If the Housing Authority receives an account or invoice for any fees or charges which are the responsibility of the Organisation under this Agreement, the Housing Authority shall forward the same to the Organisation and the Organisation must make payment by the due date of the account.
- (f) The Organisation must submit to the Housing Authority by no later than 30 June each year in accordance with the guidelines agreed by the Parties a budget for the following Financial Year relating to the Land and Premises, including but not limited to:
  - (i) profit and loss accounts;
  - (ii) cash flow statement;
  - (iii) balance sheet; and
  - (iv) future level of debt servicing obligations of the Organisation
 (Annual Budget Forecast).
- (g) The Organisation must provide the Housing Authority with audited annual financial statements of its operations for the immediate past Financial Year within four (4) months of the end of each Financial Year, such statements to include:

- (i) all income and expenditure in relation to the procurement and management of the Land and Premises including but not limited to: Maintenance costs, long term maintenance provision, rental income, service fee income, administration and management costs, staff costs, Local Government and water rates and charges, insurances and any other income or expenditure properly earned or incurred by the Organisation in relation to its procurement and management of the Land and Premises; and
- (ii) a profit and loss statement, balance sheet and any accumulated surpluses or deficits which meet the applicable Australian accounting standards prepared and published by the:
  - (A) Australian Accounting Standards Board pursuant to the requirements of the *Corporations Act 2001* (Cth) where the Organisation is a Registered Company;
  - (B) Department of Commerce (Western Australia) under the *Associations Incorporation Act 1987* (WA) where the Organisation is an incorporated body under that Act; and/or
  - (C) Aboriginal Corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth),

**(Audited Financial Statements).**

- (h) Any surplus cash the Organisation generates from the Land and Premises during any Financial Year must be used or applied for the implementation of a Growth Proposal and/or in accordance with any relevant Policy and included in the Organisation's Annual Budget Forecast in accordance with the relevant Policy.
- (i) In the event the Organisation fails to comply with the requirements of clause 27(g), the Housing Authority may:
  - (i) arrange the preparation of the Audited Financial Statements at the Organisation's expense;
  - (ii) invoice the Organisation for any amounts due; and
  - (iii) undertake debt recovery proceedings to recover any profit due.
- (j) All surplus cash generated and received from the Land and Premises the subject of this Agreement and any other legal agreement respectively and not immediately required by the Organisation to meet the reasonable costs of that business, must be invested by the Organisation in:
  - (i) bank deposits/bank guaranteed bills;
  - (ii) securities guaranteed by the Treasurer of Western Australia;
  - (iii) deposits in credit unions and/or building societies regulated by the Australian Prudential Regulation Authority; or
  - (iv) other investments as approved by the Housing Authority.

## 28. Insurance and indemnity

### 28.1 Insurance

- (a) The Organisation must obtain and at all times maintain, the following insurance coverage:

- (i) building insurance up to the full insurable value with respect to the Premises listed in Schedule A against loss or damage by fire, storm, tempest, earthquake and any other applicable risk as the Housing Authority may reasonably require from time to time;
  - (ii) public liability insurance with respect to all the Land or Premises, in an amount not less than \$20,000,000 (subject to annual indexation) in respect of any one claim or any other reasonable amount as required by Housing Authority from time to time and the interests of the Housing Authority in the Premises must be noted in any such insurance policy;
  - (iii) employers indemnity insurance (including workers compensation insurance) in respect of all employees of the Organisation under statute and common law;
  - (iv) professional indemnity insurance;
  - (v) volunteers' insurance (where applicable);
  - (vi) directors' liability insurance in respect of all employees and directors of the Organisation ;
  - (vii) motor vehicle insurance (where applicable); and
  - (viii) any other insurances reasonably required as determined by the Housing Authority from time to time.
- (b) The Organisation must ensure that, where applicable, the Contractors obtain and at all times maintain, the following insurance coverage:
- (i) contract works insurance against accidental loss or damage to any Major Maintenance and such insurance must name the Organisation as an additional insured;
  - (ii) public liability insurance with respect to the Major Maintenance, in an amount not less than \$20,000,000 in respect of any one claim or any other reasonable amount as required by the Housing Authority;
  - (iii) professional indemnity insurance in respect of the Major Maintenance;
  - (iv) motor vehicle insurance;
  - (v) any other insurances reasonably required as determined by the Housing Authority from time to time; and
  - (vi) adequate workers compensation and common law liability insurance.

(and the insurances referred to in clauses 28.1(a) and 28.1(b) above, together, the **Insurance Policies**).

- (c) The Organisation must provide to the Housing Authority, to the satisfaction of the Housing Authority, evidence of all current Insurance Policies required to be taken out by the Organisation and the Contractors on an annual basis.
- (d) The Organisation must not do or permit to be done any act, matter or thing upon the Land or Premises, or bring or keep anything onto the Land or Premises, where any policy of insurance may be rendered void or voidable.
- (d) If the Organisation does or permits to be done any act, matter or thing which has the effect of voiding any of the Insurance Policies, the Organisation will be responsible for and must pay and discharge on demand any damage or loss suffered or incurred by the Housing Authority.

## 28.2 Indemnity

The Organisation must indemnify and keep indemnified the Housing Authority and its officers, employees, agents, subcontractors, visitors and assignees (in this clause referred to as **those indemnified**) against all Losses of any nature which those indemnified may suffer or incur in connection with this Agreement occasioned either wholly or in part by any act or omission on the part of the Organisation or its employees, servants, agents, contractors or lawful visitors, except to the extent caused or contributed to by any act or omission by the Housing Authority or its employees, servants, agents, contractors or lawful visitors.

## 29. Records and information

- (a) The Organisation must maintain and make available all Records and any other up to date and accurate information reasonably required by the Housing Authority so that it can review the Organisation's compliance with this Agreement, any applicable Law and all relevant Policies from time to time.
- (b) Pursuant to clause 29(a) the Organisation must permit the Housing Authority, contractors engaged by the Housing Authority for the purposes of inspections and reviews and officers from the Department of Finance and Treasury or the Office of the Auditor General to inspect the Organisation's Records at all reasonable times.

## 30. Governance and probity

- (a) The Organisation must provide written notice to the Housing Authority of any change to or decision to change its Constitution, governing body or key management personnel as soon as practicable.
- (b) The Organisation must have a provision in its Constitution which requires the Land and Premises to be transferred to another registered Community Housing Organisation upon the winding up of the Organisation.
- (c) The Organisation must ensure that it undertakes its business in an ethical manner in accordance with the following principles:
  - (i) management of personal and Organisation conflicts in relation to decision making;
  - (ii) prevention of exploitation of knowledge or information about the affairs of the Organisation for personal financial gain.
  - (iii) transparency and accountability in the Organisation's decision making process;
  - (iv) confidentiality of the Organisation's business transactions and the privacy of individuals dealing with the Organisation.
  - (v) dealing fairly with stakeholders; and
  - (vi) protecting the agency's assets.
- (d) The Organisation must operate in accordance with principles of good governance and in that regard must ensure that the:
  - (i) Organisation's core purpose, mission and values are aligned with the provision of Community Housing and the Organisation acts at all times in accordance with its core purpose;
  - (ii) Organisation has policies to secure a sufficient number of appropriately qualified or experienced persons, with reference to the nature, size and complexity of the

Organisation's operations, to participate as members of the governing body and ensure that vacancies are filled in a timely manner;

- (iii) roles and responsibilities of members of the governing body, including their duties under any applicable Law, are communicated to each member in writing on their appointment and on any re-appointment;
- (iv) Organisation employs strategies to identify, manage and mitigate potential conflicts of personal interest and conflicts of Organisation interest and ensures that decisions are taken in the best interests of the Organisation;
- (v) governing body of the Organisation meets regularly and provides effective oversight of the operations of the Organisation and the actions of management;
- (vi) governing body of the Organisation obtains specialist advice wherever necessary to assist it in decision-making, and an appropriate allocation is included in the Business Plan for this purpose;
- (vii) Organisation must conduct its business in a manner that does not compromise the reputation of the Community Housing sector within the wider community; and
- (viii) governing body of the Organisation strives to operate in a manner that is consistent with the ASX Corporate Governance Principles and Recommendations (as amended from time to time).

### 31. Privacy

- (a) The Organisation will comply with its obligations and responsibilities under the *Privacy Act 1988* (Cth) in relation to the collection, use and disclosure of Personal Information as defined in that Act.
- (b) The Organisation acknowledges that the Housing Authority is bound by the provisions of the *Freedom of Information Act 1992* (WA) and will not do anything that is inconsistent with the Housing Authority's obligations under that Act, in particular in satisfying its obligations under this Agreement or otherwise, the Organisation will not disclose any Personal Information as defined in that Act to a third party without the prior written consent of the Housing Authority.

### 32. Human resource management

The Organisation must:

- (a) appoint staff with the skills and experience needed to effectively discharge its role and function in accordance with the terms of this Agreement and the Business Plan;
- (b) adopt fair, merit based staff recruitment policies and practices;
- (c) ensure staff are provided with appropriate supervision, training and development opportunities that enhances their skills, motivation, and effectiveness and assists them to further the Organisation's goals;
- (d) ensure its volunteers are suitably trained, supervised and insured; and
- (e) provide a safe and healthy working environment in accordance with the requirements of the *Occupational Safety and Health Act 1984* (WA) at all times.



### 33. Tenancy management

#### 33.1 Allocations and Target Groups

- (a) The Organisation must use the Land and Premises for Community Housing.
- (b) The Organisation must let the Premises to Eligible Persons, except where Premises are for a specific Target Group or linked to a specific program where an alternative source of allocations is agreed between the Parties.
- (c) The Parties agree that in exceptional circumstances, they may need to negotiate in good faith the allocation of individual Community Housing dwellings and / or individual prospective tenants to meet specific requirements identified by the Housing Authority from time to time.
- (d) All allocation entitlements of the Organisation from the Joint Wait List and from outside the Joint Wait List or Transfer List must be identified in Schedule A or Schedule B.

#### 33.2 General

- (a) The Organisation must not:
  - (i) sub-let any of the Premises other than in accordance with the terms of this Agreement; or
  - (ii) contract-out the management of the Tenancies to a third party (other than to another Registered Community Housing Organisation),  
unless otherwise agreed in writing by the Housing Authority.
- (b) Subject to this clause 33, the Organisation may vary the Tenant mix across the Premises set out in Schedule A from time to time, provided that:
  - (i) the resulting Tenant mix remains consistent with the broad Social Housing and Affordable Housing mix, with respect to the specialist Target Groups managed by the Organisation; and
  - (ii) the Organisation maintains a record of such changes in any Financial Year.
- (c) The Organisation is entitled to charge Service Fees to Tenants for additional services it provides that are ancillary to the provision of residential accommodation provided that:
  - (i) the Tenant has agreed to use the service or services to which the Service Fees relate with full knowledge of the Service fees;
  - (ii) the Service Fees are in accordance with statutory regulatory fee structures;
  - (iii) the Service Fees not covered by statutory regulations do not exceed the cost to the Organisation of the provision of the additional services;
  - (iv) all Service Fee revenues and costs are identified separately from other revenue sources in the annual Financial Statements of the Organisation; and
  - (v) the Organisation must identify and charge all Service Fees that are not GST free supplies to the Tenant in accordance with Regulation 29-70.01 of *A New Tax System (Goods and Services Tax) Regulations 1999* (Cth) and separately report any such Service Fees to the Housing Authority.

- (d) The Organisation must provide a high level of service to the Tenants and Applicants and make every effort to sustain each Tenancy and respond fairly and flexibly to the changing needs of its Tenants and Applicants.
- (e) The Organisation must maintain records for each Tenancy which include but is not limited to the following information:
  - (i) occupancy dates;
  - (ii) weekly income source;
  - (iii) weekly assessable income for rental purposes;
  - (iv) weekly Rent;
  - (v) market rent;
  - (vi) Service Fee charges (if applicable);
  - (vii) Target Group category (if applicable); and
  - (viii) Tenancy expiry date**(Tenancy Records).**
- (f) Rent is to be charged in accordance with any relevant Policy.
- (g) The Organisation is responsible for collecting Rent and other fees or expenses in a timely manner and must use reasonable endeavours to collect any Rent arrears or debts from Tenants or former Tenants.
- (h) The Organisation must undertake annual income assessments of its Tenants.
- (i) Unless otherwise approved by the Housing Authority, the Organisation will require Tenants who are no longer eligible for Community Housing to find alternative accommodation within six months of the assessment in subclause (h) above, without placing them in housing stress.
- (j) The Organisation must provide Tenants with a Tenancy Agreement that complies with its obligations under this Agreement and the minimum requirements set out in applicable Law.
- (k) The Housing Authority may review the standard form of any Tenancy Agreement used by the Organisation and may direct the Organisation to make any amendments to the standard form, if the Housing Authority considers that it does not comply with the Organisation's obligations under this Agreement or any applicable Law.
- (l) Except where the Housing Authority grants an exemption which may apply to specific Premises or a specific Tenancy from time to time, the Organisation will abide by all Policies including, but not necessarily limited to, the Policies set out in Schedule D from time to time.
- (m) The Organisation must document, maintain and make available to Tenants, Applicants and, upon request, the Housing Authority, its written policies and procedures detailing the manner in which the Organisation deals with a range of matters including, but not limited to:
  - (i) Tenant selection;
  - (ii) rent setting;
  - (iii) rental arrears;

- (iv) confidentiality and privacy for Tenants and Applicants;
- (v) Tenancy breaches and evictions; and
- (vi) complaints and appeals for Tenants and Applicants.
- (n) The Organisation must take all reasonable steps to ensure that Tenants and any other persons who come onto the Land and Premises with the consent of the Organisation and the Tenants respectively do not interfere with the reasonable peace, comfort, and privacy of other Tenants or surrounding neighbours.
- (o) The Organisation must ensure at all times that vacancies in the Premises are filled expeditiously.
- (p) The Organisation will use its best endeavours to ensure that assistance is offered to Tenants who require support to sustain their Tenancy. Where the Organisation is not supplying the assistance directly, it will work cooperatively with service providers to ensure satisfactory outcomes for the Tenant.

## 34. Managed Premises

The Organisation is required to comply with its obligations and responsibilities in relation to Managed Premises as set out in clause 40.

## 35. Asset management

### 35.1 Strategic Asset Management Plan

- (a) The Organisation must develop and maintain an asset management plan in respect of the Land and Premises in Schedule A to include:
  - (i) identification of redevelopment opportunities, particularly for ageing and / or underutilised Land and Premises where there may be higher unit yield opportunities;
  - (ii) strategic sales opportunities for ageing and / or under utilised Land and Premises, particularly in high priced or low demand localities;
  - (iii) analysis of demand characteristics with the Organisation's Land and Premises portfolio to identify localities and types of Land and Premises where the same may need to be procured, sold or redeveloped;
  - (iv) identification of Premises that are ageing and/or have a high and increasing maintenance cost burden; and
  - (v) identification of opportunities to undertake major upgrades to improve the environmental sustainability of Land and Premises.

#### (Strategic Asset Management Plan)

- (b) The Strategic Asset Management Plan must have a ten year outlook and be updated by the Organisation at least every three years.
- (c) The Organisation must make available for inspection the Strategic Asset Management Plan upon request by the Housing Authority.

- (d) The Organisation must obtain written approval from the Housing Authority where Maintenance will or is likely to result in any change in the configuration of Premises or the number of dwellings within the Premises.

## 36. Maintenance

### 36.1 Maintenance Plan

- (a) Subject to clause 40.7, the Organisation is responsible for the Maintenance of all Land and Premises (including any improvements on the Land which fall outside the definition of Premises), unless otherwise agreed by the Parties, and must ensure that the Premises and any other improvements on the Land are maintained in a good state of repair and condition, as required by this Agreement and any Law.
- (b) As part of its ongoing obligation under subclause 36.1(a), the Organisation must develop a five year rolling maintenance plan (**Maintenance Plan**).
- (c) The Maintenance Plan must include but is not limited to the following:
  - (i) forecast annual Maintenance expenditure;
  - (ii) identify provision for long term Maintenance;
  - (iii) detail any scheduled Major Maintenance or long term Maintenance items;
  - (iv) detail scheduled works in relation to meeting health and safety standards;
  - (v) detail any initiatives to improve the environmental sustainability of the Land and Premises.
- (d) The Organisation must make adequate provision for long term Maintenance, and the amount of the provision must be reported in the Business Plan and Maintenance Plan.
- (e) Where any Maintenance is assessed by the appropriate authority to be the responsibility of a contracted builder, the Organisation must ensure that the Maintenance is undertaken by the contracted builder.
- (f) The Organisation must make available for inspection the Maintenance Plan upon request by the Housing Authority.

### 36.2 Maintenance records and inspections

- (a) The Organisation must:
  - (i) undertake at least one comprehensive inspection of all Premises each year;
  - (ii) prepare a Premises Condition Report, which records the condition of the premises at the time of the comprehensive inspection referred to in subclause (i) above, including the condition of the all buildings, essential fixtures and fittings, gardens, boundary walls, fences, gates and drains and pipes belonging to the Premises, and maintain a record of the same following each such inspection; and
  - (iii) undertake such an inspection when the Premises are vacated regardless of when the last inspection was carried out, and make available a copy of the ingoing Premises Condition Report to the new Tenant.
- (b) The Organisation must maintain a register of Premises which must include:
  - (i) a record of all Maintenance undertaken;
  - (ii) a record of the dates on which each of the Premises were inspected;

- (iii) copies of Premises Condition Reports;
- (iv) any other information relevant to the Maintenance of the Premises; and
- (v) any other information relevant to the Premises, fitout or improvements to the Premises that the Housing Authority may require from time to time

**(Maintenance Register).**

- (c) The Organisation must make available for inspection the Maintenance Register upon request by the Housing Authority.
- (d) The Organisation is responsible for maintaining, securing and repairing any damage caused to all unoccupied Premises.
- (e) Where required by Law, the Organisation is responsible for the installation of Residual Current Devices and smoke alarms in the Premises and that the same are maintained in working order.
- (f) The Organisation must ensure that the Land and Premises are kept free from pests and vermin.
- (g) The Organisation is responsible for repairing any damages caused by Tenants or their visitors, and must take all reasonable action to recover the costs of such repairs.
- (h) The Housing Authority may inspect the Land and Premises provided that it has given the Organisation ten (10) Business Days' notice in respect of occupied Premises so as to allow the Organisation to provide adequate notification to the Tenant as required under the RT Act or any other applicable Law.

### 37. Reporting requirements

- (a) The Organisation must provide the Reports and documents to the Housing Authority at the frequency and by the dates specified in Schedule C, including:
  - (i) Business Plan, in accordance with clause 23;
  - (ii) progress report detailing the Organisation's performance against targets and outcomes in the Performance Agreement, in accordance with clause 24;
  - (iii) Risk Management Plan, in accordance with clause 26;
  - (iv) Audited Financial Statements, in accordance with clause 27(g);
  - (v) Annual Budget Forecast in accordance with clause 27(f);
  - (vi) evidence of current Insurance Policies, in accordance with clause 28.1(c);
  - (vii) a record of any changes to the Tenant mix of any Premises throughout the Financial Year in accordance with clause 33.2(b);
  - (viii) Annual Report; and
  - (ix) GST Report.
- (b) The Organisation must:
  - (i) maintain an up to date record of its Community Housing portfolio (not limited to Land and Premises in which the Housing Authority has an interest under this Agreement); and

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- (ii) provide a copy of the record referred to in subclause (i) above to the Housing Authority on an annual basis or more regularly if there is a material change in the Organisation's Community Housing portfolio.
- (c) The Housing Authority may at any time acting reasonably direct the Organisation to prepare and submit a special report relating to any of its obligations under this Agreement, within a specified period of time.
- (d) The Organisation must provide any information requested by the Housing Authority from time to time that may be required by the Housing Authority to fulfil its reporting requirements to any State or Commonwealth department or agency.

## Performance and Business Improvement

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### 38. Business planning and performance

- (a) The Organisation must optimise the use of its resources to meet the objectives and satisfy the requirements of the following:
  - (i) Business Plan; and
  - (ii) Performance Agreement;
- (b) In satisfying its ongoing obligations under subclause 38(a)(ii), the Organisation must co-operate with the Housing Authority and facilitate its efforts to monitor the Organisation's performance against the relevant criteria at all times.
- (c) The Organisation and the Housing Authority may by mutual agreement, in writing, amend the Business Plan or Performance Agreement, including but not limited to where such changes are necessary to give effect to a Change in Law or agreed changes to the Policies.

### 39. Compliance

#### 39.1 Business Improvement Notice

- (a) The Organisation must notify the Housing Authority in writing as soon as practicable after it becomes aware that it will not or is unlikely to achieve any of its obligations under clause 38(a)(ii).
- (b) The Housing Authority may take action under this clause if the Housing Authority reasonably believes that the Organisation is not complying with clauses 38(a)(ii) and 38(b) above.
- (c) The Housing Authority may issue to the Organisation a notice in writing (**Business Improvement Notice**) identifying the matters required to be addressed in order to rectify the non-compliance referred to in clause 39.1(b) and specifying a period in which those matters are to be addressed.
- (d) A Business Improvement Notice must state the following:
  - (i) the Organisation has failed to comply with clause 38;
  - (ii) how, in the opinion of the Housing Authority, the Organisation has failed to comply with clause 38; and
  - (iii) (where possible) the measures the Organisation is required to undertake to address the matters referred to in subclause (i) and (ii) above.
- (e) The Organisation must use its best endeavours to address the matters identified in the Business Improvement Notice issued under clause 39.1(c) within the period specified including but not limited to:
  - (i) allocating its time and resources to addressing the matters outlined in the Business Improvement Notice as a priority;
  - (ii) working collaboratively and cooperatively with the Housing Authority or its nominated representative(s); and

- (iii) complying with any other reasonable request made by the Housing Authority or its nominated representative(s).

### 39.2 Business Improvement Plan

- (a) If the Organisation fails to address the matters identified in the Business Improvement Notice issued under clause 39.1(c) within the specified period to the reasonable satisfaction of the Housing Authority, the Housing Authority may require the Organisation to prepare and implement a business improvement plan which identifies remedial measures to be taken to address the relevant matters, in consultation with the Housing Authority (**Business Improvement Plan**).

### 39.3 Restriction Notice

- (a) If the Organisation fails to address the matters identified in the Business Improvement Notice within the time specified in the notice, or within a reasonable time after the Organisation has been requested to prepare and implement a Business Improvement Plan under subclause 39.2(a), the Housing Authority may issue a Restriction Notice to:
  - (i) restrict or stop future funding allocations to the Organisation; and/or
  - (ii) prevent the Organisation from retaining any surplus funds, for a specified period.
- (b) The Restriction Notice may also specify measures that the Organisation is required to take or outcomes the Organisation is required to achieve within the specified period.

### 39.4 Special Adviser

- (a) If in the opinion of the Housing Authority, the Organisation has failed to take the measures or achieve the outcomes specified in the Restriction Notice within the period specified in the Restriction Notice, the Housing Authority may direct the organisation to appoint a special adviser with certain qualifications (**Special Adviser**) to assist the Organisation to comply with the requirements of the Restriction Notice.
- (b) The Special Adviser must be:
  - (i) a person who is independent of the Organisation;
  - (ii) appointed at the cost of the Organisation; and
  - (iii) approved by the Housing Authority.
- (c) The Organisation must give the Special Adviser access to any Reports, Records or other documents that the Special Adviser considers necessary to inspect in order to carry out his or her functions as Special Adviser.
- (d) If appointed pursuant to clause 39.4(c), the Organisation agrees that the Special Adviser must report to the Housing Authority on all matters relevant to their appointment, including but not limited to the progress the Organisation is making to address the matters outlined in the Restriction Notice.

### 39.5 Transfer of Land and Premises and review of Organisation's Registration

- (a) If in the opinion of the Housing Authority, the Organisation:
  - (i) fails to achieve a satisfactory outcome as specified in the relevant notices or directions despite the process outlined in the preceding subclause being exhausted; and/or



- (ii) fails to comply with a Business Improvement Notice, Restriction Notice or direction to appoint a Special Adviser (as relevant) within the period specified, the Housing Authority may transfer ownership, possession and management responsibilities of the relevant Land and Premises to another Community Housing Organisation or the Housing Authority.
- (b) In the event, that the Housing Authority exercises its option under subclause 39.5(a), to the extent relevant, clause 45 will apply.
- (c) If in the opinion of the Housing Authority, the Organisation persistently breaches this clause 39, the Housing Authority may undertake a review of the Organisation's compliance with the requirements of Registration.

**39.6 General**

- (a) Any period specified in a notice under this clause may be extended in writing by the Housing Authority at the request of the Organisation if the Housing Authority is satisfied that there are good reasons for extending the period.
- (b) For the avoidance of doubt, the Housing Authority will not be entitled to take action under clause 41 solely due to a failure by the Organisation to comply with any notice or direction issued under this clause 39.

## Managed Premises

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### 40. Managed Premises

#### 40.1 Lease of Managed Premises

- (a) Subject to the consent of the Minister, the Managed Premises shall be leased at a peppercorn rental to the Organisation to manage and maintain on behalf of the Housing Authority in accordance with this Agreement, for the period identified in Schedule B, or until such time that the Premises are returned to the Housing Authority by the Organisation.
- (b) The Housing Authority may agree to provide an option to renew or extend the lease of any of the Managed Premises for a specified term, subject to satisfactory compliance and performance under this Agreement (the details of which are to be recorded in Schedule B).
- (c) The terms of this Agreement relating to the Organisation's management and maintenance responsibilities for Managed Premises will apply from the date when the Organisation first takes possession of the Managed Premises, regardless whether it has yet been added to Schedule B.

#### 40.2 Sub-letting

- (a) The Organisation must sub-lease the Managed Premises in accordance with this Agreement.
- (b) The Tenancy Agreements for the Managed Premises will be subject to the RT Act and where applicable, the RV Act.
- (c) The Organisation must ensure that its tenancy management practices comply with the relevant provisions of the RT Act and where applicable, the RV Act.

#### 40.3 Strata company

- (a) In the event that the Managed Premises are strata titled under the ST Act then:
  - (i) unless otherwise advised by the Housing Authority, the Organisation is appointed as the Housing Authority's proxy at meetings of the strata company, and should act prudently in respect of any proposed resolutions of the strata company that may have financial implications for the Organisation or the Housing Authority; and
  - (ii) the Organisation must pass on to the Housing Authority immediately any documentation, correspondence, notice or any other writing from the strata company, a referee, the Local Government, or any court or authority whatsoever or any such writings which relates to the common property or the building or buildings comprised in the strata plan or any business relating to the strata company.
- (b) If the strata company passes a resolution to wind up the strata company or if the Supreme Court makes a declaration or order pursuant to the provisions of Section 30 or 31 of the ST Act, then the Housing Authority may terminate the lease agreement between the Housing Authority and the Organisation in relation to the affected Managed Premises, unless notified otherwise in writing by the Housing Authority.

**40.4 Alterations**

- (a) Other than to satisfy its responsibilities under clause 40.6, the Organisation may only initiate and carry out structural alterations or additions to the Managed Premises (including but not limited to Major Maintenance):
  - (i) with the prior written consent of the Housing Authority; and
  - (ii) at its own cost.
- (b) The Organisation must obtain all necessary approvals prior to making any alterations or additions and must comply with the relevant Law.
- (c) In the event the Organisation is no longer to be responsible for the management of the Managed Premises under the terms of this Agreement, the Housing Authority may require the Organisation at its own cost to remove any additions or alterations to the Managed Premises, make good any damage caused and return the Managed Premises to their original condition.
- (d) In the event the Housing Authority is required to undertake any works contemplated by clause 40.4(c), the Organisation must reimburse the Housing Authority for any costs it incurs unless otherwise agreed in writing.

**40.5 Access**

The Housing Authority may enter upon the Managed Premises:

- (a) immediately in the case of any emergency or otherwise in the event it is necessary to carry out urgent Maintenance to the Managed Premises;
- (b) with the consent of the Tenant and the Organisation given at or immediately before the time of entry; or
- (c) for inspection annually at a reasonable hour specified in a notice given to the Tenant by the Organisation no less than ten (10) days in advance.

**40.6 Organisation's responsibilities**

- (a) The Organisation is responsible for managing and maintaining the Managed Premises listed in Schedule B in accordance with the terms of this Agreement, subject only to the exceptions provided for in clause 40.7.
- (b) For the avoidance of doubt, the Organisation is responsible for the cost of repairing or causing to be repaired or compensating the Housing Authority for repairing any damage to the Managed Premises and associated fixtures and fittings which, in the opinion of the Housing Authority, become necessary or desirable as a result of neglect by the Organisation or the Tenant or any careless act or breach of any term of this Agreement by the Organisation, its employees, agents or contractors, the Tenants or any other third party who has gained access to the Premises with the express or implied consent of the Organisation.

**40.7 Housing Authority's responsibilities**

- (a) Provided that the Managed Premises have at all times been used, managed and maintained in accordance with this Agreement, the Housing Authority is responsible for carrying out or causing to be carried out:
  - (i) any Major Maintenance deemed necessary by the Housing Authority in relation to the Managed Premises from time to time at its own cost; and

- (ii) subject to clause 40.6(b), any works to repair damage caused to the Managed Premises not otherwise covered by the Insurance Policies.
- (b) The Housing Authority is responsible for carrying out or causing to be carried out any asbestos-related remedial works or removal in relation to the Managed Premises in accordance with the relevant Policy.
- (c) Where required by Law, the Housing Authority is responsible for the installation of Residual Current Devices and smoke alarms in the Managed Premises and the same are maintained in working order.
- (d) For the avoidance of doubt, the Organisation is required to fulfill all other obligations in relation to the Land and Premises the subject of this Agreement (including Managed Premises) save to the extent that the Housing Authority has assumed specific obligations as set out in clause 40.7(a), (b) and (c).

## Cancellation of Registration and Termination

### 41. Compliance with requirements of this Agreement

- (a) The Housing Authority may take action under this clause 41 if it reasonably believes that:
  - (i) the Organisation has breached or is not complying with the terms of this Agreement (except for clauses 38 and 39) or any Policy;
  - (ii) the Organisation has made an incorrect statement or warranty to the Housing Authority in relation to any matter or matters the subject of this Agreement;
  - (iii) an Adverse Risk Event has occurred or is likely to occur, regardless of whether the Housing Authority has been notified of the Adverse Risk Event in accordance with clause 26.2(b); or
  - (iv) the Organisation ceases or threatens to cease to carry out any of its obligations under this Agreement.
- (b) The Housing Authority may issue to the Organisation a notice in writing (**Notice of Non-Compliance**) identifying the matters required to be addressed in order to avoid cancellation of the Organisation's Registration and specifying a period of at least 30 days in which those matters are to be addressed.
- (c) If an Adverse Risk Event has occurred or is likely occur, the Housing Authority may reduce the minimum period specified in subclause 41(b) and/or 41(e)(i).
- (d) The Housing Authority may issue a **Notice of Intent to Cancel Registration** to the Organisation if it is of the opinion that:
  - (i) the Organisation has not addressed the matters identified in a Notice of Non-Compliance issued to the Organisation within the period specified in the Notice of Non-Compliance; or
  - (ii) the Organisation's breach of or failure to comply with any term of this Agreement (except for clauses 38 and 39) or any Policy is serious and requires urgent attention.
- (e) A Notice of Intent to Cancel Registration is a notice in writing that identifies the matters that the Housing Authority considers warrant cancellation of the Organisation's Registration and must state:
  - (i) that the Organisation's Registration will be cancelled unless, within the period specified in the Notice of Intent to Cancel Registration (being a period of at least 14 days), the Organisation satisfies the Housing Authority that its Registration should not be cancelled; or
  - (ii) that the Organisation's Registration will be cancelled unless:
    - (A) within the period specified in the Notice of Intent to Cancel Registration (being a period of at least 14 days), the Organisation appoints a person with qualifications of a kind specified in the notice as special adviser (**Special Adviser**) to assist the Organisation to address those matters; and
    - (B) within such further period specified in the Notice of Intent to Cancel Registration after the appointment of the Special Adviser, the Organisation

reports to the Housing Authority on those matters and satisfies the Housing Authority that its Registration should not be cancelled.

- (f) The Special Adviser must be:
  - (i) a person who is independent of the Organisation;
  - (ii) appointed at the cost of the Organisation; and
  - (iii) approved by the Housing Authority.
- (g) The Organisation must give the Special Adviser access to any Reports, Records or other documents that the Special Adviser considers necessary to inspect in order to carry out his or her functions as Special Adviser.
- (h) Any period specified in a notice issued under this clause may be extended in writing by the Housing Authority at the request of the Organisation if the Housing Authority is satisfied that there are good reasons for extending the period.

## 42. Voluntary cancellation of Registration and termination of this Agreement

- (a) The Organisation may volunteer to cancel its Registration and to terminate this Agreement provided that:
  - (i) it gives at least six (6) months' written notice to the Housing Authority;
  - (ii) it cooperates fully with the Housing Authority in order to facilitate the transfer of ownership, possession and management (as applicable) of the Land and Premises to an alternative Community Housing Organisation or the Housing Authority in accordance with the terms of this Agreement;
  - (iii) the Organisation assigns to the Housing Authority or the alternative Community Housing Organisation any warranties relating to the Land and Premises; and
  - (iv) it is not entitled to any payment for the cancellation of its Registration or termination of this Agreement except as provided for under clause 45.

## 43. Cancellation of Organisation's Registration and termination of this Agreement

- (a) The Housing Authority will cancel the Organisation's Registration (and the Organisation acknowledges and agrees to the same) if the Housing Authority is satisfied that any one or more of the following has occurred:
  - (i) that a Notice of Intent to Cancel Registration has been issued to the Organisation under clause 41(e) and the Organisation has failed, within the period specified in the notice, to satisfy the Housing Authority that its Registration should not be cancelled;
  - (ii) the Organisation has volunteered to cancel its Registration in accordance with clause 42;
  - (iii) the Organisation has been wound up or has otherwise ceased to exist;
  - (iv) the Organisation's Registration was for a specified period and that period has expired;

- (v) a judgment or order is obtained against the Organisation in any court of law and the judgment remains unsatisfied or execution is levied or issued against the Land and/or Premises or any of the Organisation's other assets;
  - (vi) a resolution is passed for the dissolution of the Organisation;
  - (vii) the Organisation suffers an Insolvency Event;
  - (viii) the Organisation ceases or threatens to cease to carry out any of its obligations under this Agreement;
  - (ix) the Organisation without the prior written consent of the Housing Authority makes or attempts to make any alteration to the provisions of its memorandum or articles of association or its constitution which in the opinion of the Housing Authority might detrimentally affect the management and maintenance of the Land and/or Premises, the Tenants, or the interests of the Housing Authority under this Agreement.
  - (x) the Organisation experiences a Change of Control other than in accordance with clause 10(c);
  - (xi) if a security interest is enforced or enforceable against:
    - (A) any of the Land and/or Premises (whether or not the security interest was approved by the Housing Authority pursuant to clause 22); or
    - (B) any other of the Organisation's assets, or
  - (xii) if the Organisation uses or applies any of the Land and/or Premises or any financial or other assistance provided by the Housing Authority for the purposes set out in this Agreement, other than in accordance with this Agreement.
- (b) Upon cancellation of the Organisation's Registration under this clause 43, this Agreement is terminated with immediate effect.
  - (c) The Housing Authority must give written notice to the Organisation upon the exercise of its power to cancel the Organisation's Registration and terminate this Agreement under this clause 43, setting out the date on which the Organisation's Registration is cancelled and the reasons for the Housing Authority's determination.
  - (d) Upon cancellation of the Organisation's Registration and termination of this Agreement, the Organisation must cooperate with the Housing Authority and do all things necessary to ensure that the Housing Authority is able to exercise any option under clause 44, including but not limited to facilitating the transfer of its interests and obligations under this Agreement and any other relevant legal agreement between the Parties (including but not limited to a Project Agreement) to an alternative Community Housing Organisation or the Housing Authority.
  - (e) The Housing Authority is not liable for any Loss incurred by any Party to this Agreement or any person or body in connection with the cancellation of the Organisation's Registration or termination of this Agreement under this clause.

#### 44. Effect of cancellation of the Organisation's Registration and termination of this Agreement

In the event that the Organisation's Registration is cancelled and this Agreement is terminated pursuant to clause 43, the Housing Authority may undertake any or all of the following actions without further notice:

- (a) immediately take possession and assume responsibility for the management of specific Land and Premises or all Land and Premises listed in Schedule A and Schedule B to this Agreement or transfer the same to an alternative Community Housing Organisation;
- (b) arrange for and facilitate the transfer of ownership of an estate in fee simple of the Land and Premises to an alternative Community Housing Organisation or the Housing Authority for no monetary consideration, unless otherwise provided in this Agreement;
- (c) to the extent the Organisation is entitled to receive any payment under the terms of a legal agreement(s) relating to the Land and/or Premises (which, for the avoidance of doubt, does not include any Managed Premises), pay the Organisation any amount(s) it is entitled to receive in accordance with clause 45; and
- (d) in the event the Organisation becomes insolvent within the meaning of the *Corporations Act 2001* (Cth) and to the extent that the Housing Authority has standing to do so, make an application to a Court or any other appropriate authority for the winding up of the Organisation or the appointment of a liquidator, provisional liquidator or any analogous office.

#### 45. Determination of 'interests' in Land and Premises

##### 45.1 General

In the event the Organisation's Registration is cancelled and this Agreement is terminated under clause 43 and the Housing Authority transfers the Land and Premises listed in Schedule A to an alternative Community Housing Organisation or to the Housing Authority, the Organisation will not be entitled to and will not make any claim for any payment or compensation for the Land and Premises unless:

- (a) the Organisation has contributed:
  - (i) money for the acquisition or development of particular Land and / or Premises; or
  - (ii) Land and / or Premises,
 and its financial interest is expressly provided for in a legal agreement between the Parties, including but not limited to a Project Agreement and is reflected in Schedule A; or
- (b) it has been agreed as part of a Growth Proposal approved by the Housing Authority under clause 25.2(e) that the Organisation will have a specific financial interest in particular Land and Premises as set out in Schedule A.

##### 45.2 Calculation of Parties' interests

- (a) In the event that the Organisation is entitled to payment or compensation pursuant to subclause 45.1(a), such payment or compensation will be determined in accordance with the relevant legal agreement.
- (b) In the event that the Organisation is entitled to payment or compensation pursuant to subclause 45.1(b), such payment or compensation will be determined as follows:



- (i) the Organisation and the Housing Authority must each engage a Valuer to determine the Market Value of the relevant Land and/or the Premises respectively;
- (ii) the Market Value of the relevant Land and/or the Premises is to be determined by taking the average of the two Market Values for the Land and Premises respectively; and
- (iii) the Housing Authority will calculate the value of the Organisation's interest in the relevant Land and/or Premises by adding together the:
  - (A) amount of the Organisation's percentage interest in the relevant Land as set out in Schedule A multiplied by the Market Value of that Land as determined pursuant to 45.2(b)(ii); and
  - (B) amount of the Organisation's percentage interest in the relevant Premises as set out in Schedule A multiplied by the Market Value of those Premises as determined pursuant to 45.2(b)(ii).

### 45.3 Managed Premises

- (a) For the avoidance of doubt, the Housing Authority remains the owner of the Managed Premises and the Organisation is not entitled to claim any interest therein under the terms of this Agreement under any circumstances except as Lessee under clause 40.
- (b) In the event the Organisation's Registration is cancelled and this Agreement is terminated under clause 43, the Organisation's rights and obligations established under the terms of this Agreement will cease upon written notice being given to it by the Housing Authority confirming the effective transfer of possession and control of the Managed Premises pursuant to clause 46 either to an alternative Community Housing Organisation or the Housing Authority.
- (c) The Organisation is not entitled to any payment or compensation upon transferring possession and control of the Managed Premises to an alternative Community Housing Organisation or the Housing Authority.

## 46. Transfer of Land and Premises to an alternative Community Housing Organisation or the Housing Authority

- (a) If the Housing Authority exercises its option under clause 44 or 39.5(a), then the Organisation must immediately on receipt of instructions from the Housing Authority and at its own cost effect the transfer an estate in fee simple of the Land and Premises in Schedule A or possession and control of any Managed Premises in Schedule B to an alternative Community Housing Organisation approved in writing by the Housing Authority, or the Housing Authority.
- (b) In the event that the legal ownership of the Land and/or Premises is to be transferred to an alternative Community Housing Organisation or the Housing Authority:
  - (i) the transfer of ownership of the Land and/or Premises must take place within twenty (20) Business Days of the Housing Authority serving written notice to that effect;
  - (ii) the Organisation must at its own cost, without delay, execute and deliver all documents required to give effect to the transfer of the Land and/or Premises, including the duplicate certificate of title, to the approved alternative Community Housing Organisation or the Housing Authority together with all Records,

accounts, documents, and registers related to the management and administration of the Land, Premises and Tenancies;

- (iii) the amount payable by the approved alternative Community Housing Organisation or the Housing Authority to the Organisation for its interests in the Land and Premises (where applicable) will be calculated in accordance with clause 45 and paid on the date of settlement **PROVIDED THAT** the Housing Authority is entitled to deduct from any moneys payable to the Organisation under clause 44:
  - (A) the amount of any moneys due and payable to the Housing Authority by the Organisation as agreed between the Parties or determined through arbitration consequent upon any breach or default by the Organisation or the cancellation of the Organisation's Registration and termination of this Agreement;
  - (B) any monies payable to a third party mortgagee pursuant to any deed entered into by the Parties pursuant to clause 22;
  - (C) any monies necessary to repair or re-instate the Premises to a minimum tenantable standard as determined by the Housing Authority acting reasonably;
  - (D) the costs the Housing Authority incurs in giving effect to the termination of this Agreement by the Organisation under this clause; and
  - (E) any other of the Organisation's reasonable costs or liabilities which remain outstanding, including but not limited to taxes and employee entitlements, provided:
    - (I) that the Housing Authority is not obliged to pay any such costs or liabilities but may do so in its absolute discretion; and
    - (II) any such costs or liabilities were not incurred by the Organisation while it was insolvent (if applicable).
- (iv) any costs and expenses associated with the transfer of the Land and/or Premises to an alternative Community Housing Organisation or the Housing Authority which would otherwise be payable by the alternative Community Housing Organisation or the Housing Authority (including but not limited to any duty that may be assessed under the *Duties Act 2008* (WA) and Landgate registration fees) may, subject to the prior written approval of the Housing Authority, be recovered from the proceeds of sale of a portion of the Land and/or Premises, up to the value of those costs and expenses;
- (v) any rates and taxes will be adjusted as at the date of transfer of the Land and Premises;
- (vi) the Land and Premises will be transferred to the approved alternative Community Housing Organisation or the Housing Authority free of all encumbrances, excluding any mortgage, charge or encumbrance approved by the Housing Authority pursuant to clause 22.2 or any service easements;
- (vii) the Organisation will deliver exclusive possession of the Land and Premises to the approved alternative Community Housing Organisation or the Housing Authority at settlement (subject to the Tenancies); and

- (viii) the Organisation must transfer to the approved alternative Community Housing Organisation or the Housing Authority any accumulated long term maintenance funds any surplus Rent for the Land and Premises at settlement.
- (c) In the event the Land and Premises are transferred to an approved alternative Community Housing Organisation or the Housing Authority, the Organisation must at its own cost assign to the Housing Authority or its nominee, the benefit of all unexpired warranties or guarantees given by any contractor or manufacturers or suppliers of any materials or goods incorporated in any works to develop new or refurbish existing Community Housing where those works have not yet reached final completion.
- (d) Without limiting the Organisation's obligations under this clause, the Organisation hereby appoints the Housing Authority as its duly authorised attorney to do all things necessary, desirable or convenient to ensure that the requirements of this clause 46 are fully complied with including but not limited to executing and lodging a transfer of legal ownership of the Land and Premises from the Organisation to an approved alternative Community Housing Organisation or the Housing Authority, and the Organisation agrees to ratify and confirm all that the Housing Authority as attorney may do or cause to be done under or by virtue of this clause and the Organisation must indemnify the Housing Authority in respect of any act, matter or thing done pursuant to this clause.

#### 47. GST adjustment following termination

In the event that, as a consequence of any of clauses 41 to 46 of this Agreement, the Organisation is required to transfer or make some other form of supply of the Land and Premises that is not a taxable or GST-free supply then:

- (a) The Organisation acknowledges that it may be required to make an increasing adjustment pursuant to Divisions 129 or 130 of the GST Act;
- (b) The Organisation will ensure that it complies with the provisions of the GST Act in relation to such adjustments, and will ensure that it has sufficient funds to discharge any obligations to pay an additional amount to the Commissioner of Taxation in relation to the same; and
- (c) The Organisation will, to the extent it is able to do so, seek to recover or be indemnified for the amount of any adjustment as part of the transfer or supply of the relevant Land or Premises.

[illegible]

Access Housing Australia Limited | October 2010

## Schedule B: Managed Premises

## Schedule C: Reporting Requirements

The Organisation will submit the following Reports plans and other documents to the Housing Authority by the dates shown or other such dates as agreed in writing with the Housing Authority:

Report	Clause	Due Date	Frequency
Business Plan	23	31 October	Annually
Performance Agreement progress report	24	31 July	Annually
Risk Management Plan	26.1	31 October	Annually
Audited Financial Statements	27(g)	31 October	Annually
Annual Budget Forecast	27(f)	30 June	Annually
Evidence of current Insurance Policies	28.1(c)	30 June	Annually
Record of Tenant mix changes	33.2	31 July	Annually
Annual Report	37(a)	31 October	Annually
GST Report	37(a)	30 April, 31 July, 31 October, 31 January	Quarterly

## Schedule D: Policies

The Organisation will comply with the following Policies and guidelines:

Policies	Clause reference	Latest update
Registration or Compliance Review Appeals Policy	19, 41	September 2007
State Community Housing Investment Program Policy	19	
Community Housing Registration Policy	19, 27, 28, 41	September 2007
Community Housing Allocations Policy	19, 33, 40	
Public Housing Leasing Program Policy	19, 40, 33	
Community Housing Rental Surplus Policy	19	
Community Housing Rent Policy	19, 33	
Community Housing Long Term Maintenance Policy	19, 40	
Community Housing Property Leasing Standards Policy	19, 40	
Community Housing and Asset Limits Policy	19, 33	
Sliding Equity Policy		

Access Housing Australia Limited | October 2010

## Schedule E: Performance Agreement

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[Performance Agreement to be agreed and implemented by no later than 31 December 2010]



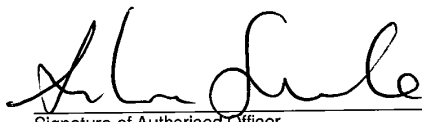
Access Housing Australia Limited | October 2010

## Signing page



**EXECUTED** as an agreement

The common SEAL of Housing Authority was hereunto affixed in the presence of:



Signature of Authorised Officer

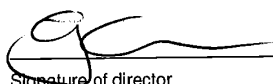
Signature of Authorised Officer

Name of Authorised Officer (please print)

Name of Authorised Officer (please print)

**Executed by Access Housing Australia Limited (ABN 67 128 888 157)** in accordance with section 127 of the Corporations Act by authority of its directors





Signature of director

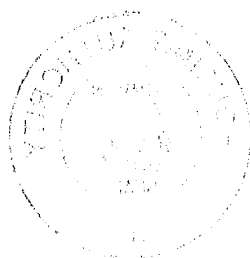


Signature of ~~director~~/company secretary

(Please delete as applicable)

**GARRY ELLENDER**  
Name of director (print) **CHIEF EXECUTIVE OFFICER**  
**1ST OCTOBER 2010**

**BEN ENGLAND**  
Name of director/company secretary (print)





# **Rates Exemption Application**

## **Supporting Documentation**

1. Certificate of Incorporation
2. Certificate of Tax Exemption
3. Certificate from the Australian Charities and Not-for-profits Commission
4. AHA to HCWA legal name change
5. Constitution
6. Two years audited financial statements

**Perth Metro Office**  
Level 7, 25 Rowe Ave  
Rivervale WA 6103  
PO Box 105  
Burswood WA 6100  
P (08) 9430 0900  
F (08) 9430 5583

ABN 67 128 888 157

**Peel Office**  
4 Stevenson St  
PO Box 1200  
Mandurah WA 6210

P (08) 9534 0400  
F (08) 9583 5173

[housingchoices.org.au](http://housingchoices.org.au)

**South West Office**  
1st Floor, 25 Victoria St  
PO Box 1539  
Bunbury WA 6230

P (08) 9722 7200  
F (08) 9721 7222

[info-wa@hcau.org.au](mailto:info-wa@hcau.org.au)

## Certificate of Registration of a Company

This is to certify that

**ACCESS HOUSING AUSTRALIA LTD**

**Australian Company Number 128 888 157**

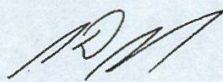
is a registered company under the Corporations Act 2001 and  
is taken to be registered in Western Australia.

The company **is limited by guarantee.**

The company is a **public** company.

The day of commencement of registration is  
**the twelfth day of December 2007.**

Issued by the  
Australian Securities and Investments Commission  
on this twelfth day of December, 2007.



Anthony Michael D'Aloisio  
Chairman



CERTIFICATE





Australian Government  
Australian Taxation Office

28 March 2008

### Notice of endorsement for charity tax concessions

This endorsement notice has been issued to:

Name	ACCESS HOUSING AUSTRALIA LTD
Australian business number	67 128 888 157

**ACCESS HOUSING AUSTRALIA LTD**, a public benevolent institution, is endorsed to access the following tax concessions from the dates shown:

- **Income tax exemption** from **12 December 2007** under Subdivision 50-B of the *Income Tax Assessment Act 1997*.
- **GST concessions** from **12 December 2007** under Division 176 of *A New Tax System (Goods and Services Tax) Act 1999*.
- **FBT exemption** from **12 December 2007** under section 123C of the *Fringe Benefits Tax Assessment Act 1986*.

Your organisation's endorsement to access charity tax concessions, together with the date or period of effect, is entered in the public register maintained by the Australian Business Registrar at [www.abn.business.gov.au](http://www.abn.business.gov.au)

Your organisation must notify the Tax Office in writing if it ceases to be entitled to endorsement.

Michael D'Ascenzo  
Commissioner of Taxation and  
Registrar of the Australian Business Register

CHARITY\_ADVICES\_088-TED-0000033-0000066

# Housing Choices Western Australia Limited

✔ Charity is registered.

✔ Charity reporting is up to date.

## Charity details

**ABN:**

[67128888157](#)

**Address:**

U 7 25 Rowe Ave  
Rivervale  
WA, 6103, Australia

**Email:**

[info@accesshousing.org.au](mailto:info@accesshousing.org.au)

**Address For Service email:**

[companysecretary@hcau.org.au](mailto:companysecretary@hcau.org.au)

**Website:**

[housingchoices.org.au](http://housingchoices.org.au)

**Phone:**

[\(08\) 94300900](tel:(08)94300900)

**Charity Size:**

Large

**Who the charity helps:**

Aboriginal and Torres Strait Islander people  
Families  
Females  
Financially disadvantaged people  
Males  
People at risk of homelessness/ people experiencing homelessness  
People from a culturally and linguistically diverse background  
People with disabilities  
Unemployed persons

**Date established:**

1 January 2007

**Last reported:**

22 January 2024

**Next report due:**

31 December 2024

**Financial year end:**

30/06

## Summary of activities

Housing Choices WA Limited owns and manages subsidised housing to support low income households in Perth, Peel and the South West of Western Australia who are disadvantaged by private housing markets. Our activities include developing and service delivery of of long term safe and affordable homes, brokerage of client support services, community development programs that enable our communities to be inclusive and resilient.

## Charity programs

Community Housing  
Social housing

## Where the charity operates

**States:**

Western Australia

**Countries:**

Australia

Using the information on the Register

Information on the Charity Register has been provided to the ACNC by charities. If information is not shown, this may be because it has not yet been provided. The ACNC may also approve information be withheld from the Charity Register in certain circumstances. [Read more about information on the Charity Register.](#)

People

Responsible people

The role of a 'Responsible Person' is an important one for registered charities. Generally, a charity's Responsible People are its board or committee members, or trustees.






















<div><div><b><u>Amanda Heyworth</u></b></div><div><b>Role:</b> <a href="#">Director</a></div></div> <div><div>Associated charities</div><div>→</div></div>
<div><div><b><u>Carling Benjamin</u></b></div><div><b>Role:</b> <a href="#">Secretary</a></div></div> <div><div>Associated charities</div><div>→</div></div>
<div><div><b><u>Christian Leishman</u></b></div><div><b>Role:</b> <a href="#">Director</a></div></div> <div><div>Associated charities</div><div>→</div></div>
<div><div><b><u>David Lantzke</u></b></div><div><b>Role:</b> <a href="#">Director</a></div></div> <div><div>Associated charities</div><div>→</div></div>
<div><div><b><u>Drew Beswick</u></b></div><div><b>Role:</b> <a href="#">Director</a></div></div> <div><div>Associated charities</div><div>→</div></div>
<div><div><b><u>Fabienne Michaux</u></b></div><div><b>Role:</b> <a href="#">Director</a></div></div> <div><div>Associated charities</div><div>→</div></div>
<div><div><b><u>Heather McCallum</u></b></div><div><b>Role:</b> <a href="#">Chairperson</a></div></div> <div><div>Associated charities</div><div>→</div></div>
<div><div><b><u>Jennifer Samms</u></b></div><div><b>Role:</b> <a href="#">Director</a></div></div> <div><div>Associated charities</div><div>→</div></div>

**Matthew Raison**  
**Role:** Director






[Associated charities](#)→

# Documents

## Annual reporting

Title	Due date	Date received	Download
Annual Information Statement 2024	31 December 2024	Not yet submitted	—
Financial Report 2024	31 December 2024	Pending	—
Annual Information Statement 2023	31 January 2024	22 January 2024	 <a href="#">View AIS</a>
Financial Report 2023	31 January 2024	22 January 2024	 <a href="#">Download</a>
Annual Information Statement 2022	31 January 2023	31 January 2023	 <a href="#">View AIS</a>
Financial Report 2022	31 January 2023	31 January 2023	 <a href="#">Download</a>
Annual Information Statement 2021	31 January 2022	27 January 2022	 <a href="#">View AIS</a>
Financial Report 2021	31 January 2022	27 January 2022	 <a href="#">Download</a>
Annual Information Statement 2020	31 January 2021	28 January 2021	 <a href="#">View AIS</a>
Financial Report 2020	31 January 2021	28 January 2021	 <a href="#">Download</a>
Annual Information Statement 2019	31 January 2020	30 January 2020	 <a href="#">View AIS</a>
Financial Report 2019	31 January 2020	30 January 2020	 <a href="#">Download</a>
Annual Information Statement 2018	7 April 2019	4 April 2019	 <a href="#">View AIS</a>
Financial Report 2018	7 April 2019	4 April 2019	 <a href="#">Download</a>
Annual Information Statement 2017	31 January 2018	29 January 2018	 <a href="#">View AIS</a>
Financial Report 2017	No due date	Not required	—
Annual Information Statement 2016	31 January 2017	19 January 2017	 <a href="#">View AIS</a>
Financial Report 2016	31 January 2017	19 January 2017	 <a href="#">Download</a>
Annual Information Statement 2015	31 January 2016	28 January 2016	 <a href="#">View AIS</a>
Financial Report 2015	31 January 2016	28 January 2016	 <a href="#">Download</a>
Annual Information Statement 2014	31 January 2015	17 December 2014	 <a href="#">View AIS</a>
Financial Report 2014	31 January 2015	17 December 2014	 <a href="#">Download</a>
Annual Information Statement 2013	31 March 2014	31 March 2014	 <a href="#">View AIS</a>
Financial Report 2013	31 March 2014	31 March 2014	 <a href="#">Download</a>

# Documents

Title	Date	Reporting year	Download
Annual Report	27 January 2022	2021	 <a href="#">Download</a>
Annual Report	11 February 2021	2020	 <a href="#">Download</a>
Governing Document	21 July 2020	—	 <a href="#">Download</a>
Annual Report	30 January 2020	2019	 <a href="#">Download</a>
Annual Report	4 April 2019	2018	 <a href="#">Download</a>



# History

## The charity's subtype history

Purpose	Start date
Purposes beneficial to the general public that may reasonably be regarded as analogous to, or within the spirit of, any of the other charitable purposes	1 January 2014
Advancing social or public welfare	1 January 2014
Public Benevolent Institution (PBI)	1 January 2014
2012 Public benevolent institution	3 December 2012
2012 Another purpose beneficial to the community	3 December 2012

## Registration status history

Effective date	Status
3 December 2012	Registered

## Enforcement action history

No enforcement actions.

Enforcement action refers to the exercise of powers under the [ACNC Act](#).



## Update Legal Name and/or Governing Documents

### CHARITY DETAILS

Charity name: Access Housing Australia Ltd  
Charity ABN: 67128888157

### LEGAL NAME

The charity's new legal name is: Housing Choices Western Australia Limited  
The name change takes effect from: 18/02/2021

### DECLARATION

Title: Mr  
Family name: Richardson  
Given name: Peter  
Primary phone number (include area code): 0386369494  
Secondary phone number:  
Email address: peter.richardson@hcau.org.au  
Position held: Chief Financial Officer  
Declaration signed as: Authorised person  
Date: 18/02/2021

Thank you for taking the time to update your charity's information.



Update Legal Name and/or Governing Documents  
Confirmation  
[acnc.gov.au](https://acnc.gov.au)

Case number:  
CAS-813690-Q6T3M0

Page 1

# Constitution

**Housing Choices Australia Limited**

ACN 085 751 346

A Company Limited by Guarantee

*[Special resolution passed: 15 December 2015; Effective date: 7 March 2016.]*

13447522/8

# Constitution

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# Constitution

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Constitution unless the contrary intention appears:

**ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

**Case Work** means the method of social work concerned with the adjustment and development of an individual towards a more satisfying lifestyle and human relations, such as better family and personal and/or social relations, improved health, housing education and income.

**CGA** has the meaning given in article 2.1.

**Charitable Fundraising Legislation** means the *Fundraising Appeals Act 1998* (Vic) and corresponding legislation in other Australian States and Territories.

**Committee** means a committee of Directors constituted under article 13.8.

**Company** means Housing Choices Australia Limited (ACN 085 751 346).

**Constitution** means this constitution as amended from time to time, and a reference to an article is a reference to an article of this Constitution.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Director** means a person holding office as a director of the Company.

**Directors** means the Directors acting as a board.

**Director of Housing** means the Director of Housing appointed under section 9(1) of the Housing Act.

**Disability Housing Ltd** means Disability Housing Ltd (ACN 118 571 547).

**Housing Act** means the *Housing Act 1983* (Vic).

**HCA Group** means each of the following, unless the Members resolve by special resolution that an entity has been removed or released from, or has otherwise exited, the HCA Group:

- (a) Disability Housing Ltd (ACN 118 571 547);
- (b) Singleton Equity Housing Ltd (ACN 007 008 853);
- (c) Housing Choices Australia Limited (ACN 085 751 346);
- (d) Housing Choices Tasmania Limited (ACN 147 840 202); and
- (e) Common Ground Adelaide Limited (ACN 122 807 130),



and any of their subsidiaries and any other entity which the Members resolve by special resolution forms part of the HCA Group from time to time, in each case including any such entity's role as trustee of a trust.

**Independent Chair** means a Director who is not a Member or a director or a member of a Member.

**Managing Director** means the person appointed as a managing Director of the Company under article 9.2.

**Member** means a person entered in the register of Members as a member of the Company.

**Member Director** means a non-executive director (other than the Independent Chair).

**Part** means a Part of this Constitution.

**Register** means the register of Members kept in accordance with the Corporations Act.

**Registered Office** means the registered office of the Company.

**Registrar** means the body corporate established under Part VIII of the Housing Act.

**Representative** means a person appointed to represent a corporate Member at a general meeting of the Company in accordance with the Constitution and, where applicable, the Corporations Act.

**Secretary** means a person appointed under article 15 as a secretary of the Company, and where appropriate includes an acting secretary and a person appointed by the Directors to perform all or any of the duties of a secretary of the Company.

**Supportive Housing Approach** means an approach whereby affordable housing is provided to the disadvantaged and where, as the first and preferred option and subject only to sufficient funds being available, support services (based on Case Work) are provided to the disadvantaged individuals directly by the relevant company.

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth).

**Trusts** means The Inner City Social Housing Trust (ABN 52 048 861 073) and The Ecumenical Housing Trust (ABN 94 418 826 995).

## 1.2 Interpretation

In this Constitution unless the contrary intention appears:

- (a) **(gender)** words importing any gender include all other genders;
- (b) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;

- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(meaning not limited)** a reference to the words “include”, “including”, “for example” or “such as”, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (e) **(regulations)** a reference to a law includes regulations and instruments made under the law;
- (f) **(amendments to statutes)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (g) **(from time to time)** a power, an authority or a discretion reposed in a Director, the Directors, the Company in general meeting or a Member may be exercised at any time and from time to time;
- (h) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (i) **(writing)** “writing” and “written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (j) **(currency)** a reference to \$ is a reference to the lawful currency of Australia.

### 1.3 Corporations Act

In this Constitution unless the contrary intention appears:

- (a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act; and
- (b) “section” means a section of the Corporations Act.

### 1.4 Headings and Parts

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

This Constitution is divided into Parts as indicated by its Contents.

**1.5 Replaceable rules not to apply**

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

---

**2 Objects and purposes of Company****2.1 Objects**

- (a) The object of the Company is to provide affordable housing and related support to people in Australia who are disadvantaged through homelessness, disability, mental illness, ageing, low income or other factors.
- (b) In respect of the operations of the Company's subsidiary, Common Ground Adelaide Limited ACN 122 807 130 (**CGA**), the Company must ensure that CGA carries out its objects adopting a Supportive Housing Approach.
- (c) In pursuing its object, the Company must discriminate only on the basis of need.
- (d) The Company:
  - (i) is established in Australia; and
  - (ii) must be controlled, maintained and operated in Australia.
- (e) The Company is intended to be registered as a charity and public benevolent institution under the ACNC Act.

**2.2 Compliance with law**

The Directors must administer the Company to satisfy its obligations under the Corporations Act and the ACNC Act (including any related regulations) to the extent they apply to the Company.

---

**3 Powers and capacity****3.1 Powers**

The Company has all the powers conferred on it by section 124(1) of the Corporations Act, and, without limiting the foregoing, the power to:

- (a) acquire, by way of purchase, lease, transfer or otherwise, real property;
- (b) dispose of any real property, subject to the consent of the Director of Housing under section 109 of the Housing Act where such consent is required in accordance with the Housing Act;

- (c) provide security for the payment of money, subject to the consent of the Director of Housing under section 109 of the Housing Act where such consent is required in accordance with the Housing Act;
- (d) apply for and accept, grants or loans from any federal, state or local government or authority;
- (e) enter into contracts and joint ventures with any public or private entity;
- (f) act as trustee of and administer the Trusts as such and execute the trust deed or otherwise agree to be bound by the terms of the Trusts; and
- (g) do anything incidental to or in furtherance of its objects.

### **3.2 Trustee**

The Company must not act as trustee for any person other than a registered agency without the written approval of the Registrar under section 82 or section 103 of the Housing Act.

### **3.3 Subsidiary**

The Company must not be a subsidiary of any body other than a registered agency without the approval of the Registrar under section 82 or 103 of the Housing Act.

---

## **4 Income and property of Company**

### **4.1 Application of income and property for objects only**

The surplus (if any), other income and property of the Company, however derived, must be applied solely towards the promotion of the objects of the Company as set out in article 2.

### **4.2 No dividend, bonus, distribution or profit paid to Members**

No part of the surplus, income or property of the Company may be paid or transferred to a Member, either directly or indirectly by way of dividend, bonus, distribution or otherwise.

### **4.3 Payments by Company in good faith**

Subject to Part 11, article 4.2 and article 10.3 does not prevent payment in good faith to an officer of the Company or a Member, or to a firm of which an officer of the Company or a Member is a partner:

- (a) of remuneration for services provided by that officer or Member to the Company;
- (b) for goods supplied in the ordinary course of business;

- (c) of interest at a rate not exceeding the rate fixed for the purposes of this article by the Company in general meeting on money borrowed from an officer of the Company or a Member; or
- (d) of reasonable rent for premises let by an officer of the Company or a Member.

#### **4.4 Provision of Services**

Subject to the Housing Act, article 4.2 does not prevent an officer of the Company or a Member from being the recipient of services from the Company in furtherance of the Company's objects.

#### **4.5 Charitable Fundraising Legislation**

Funds raised by means of a collection within the meaning of the Charitable Fundraising Legislation must be maintained in accordance with such legislation (to the extent applicable to the Company).

---

## **5 Membership**

### **5.1 Admission as a Member**

- (a) Subject to this Constitution, the membership of the Company will be constituted by state or territory based membership companies which:
  - (i) represent the interests of a particular state or territory and have members and directors who comprise of persons affiliated with that state or territory;
  - (ii) are the only Member affiliated with its state or territory; and
  - (iii) have the sole object of being a Member of the Company and exercising its rights as a Member to further the objects of the Company.
- (b) The Members may admit as a Member any state or territory based membership company which satisfies article 5.1(a) by special resolution.

### **5.2 Member to notify changes**

A Member must promptly notify the Company of any change in the details with respect to that Member which are recorded in the register of Members.

### **5.3 Ceasing to be a Member**

A person ceases to be a Member on:

- (a) resignation as a Member by notice in writing to the Secretary;
- (b) being dissolved or otherwise ceasing to exist;
- (c) having a liquidator or provisional liquidator appointed to it; or

- (d) being insolvent.

#### 5.4 Resignation

A Member may by written notice to the Company resign from membership with immediate effect or with effect from a specified date in the future. A Member remains liable after resignation for any money due by the Member to the Company, in addition to any sum for which the Member is liable as a Member under article 20.1.

#### 5.5 Termination

- (a) If a Member:
  - (i) has failed to comply with this constitution and any other rules or by-laws in any material respect (as determined by the Members by special resolution in their sole discretion);
  - (ii) has acted in a way which is materially inconsistent with its objects or constitution; or
  - (iii) has passed any resolution of its members or directors as a special resolution without the prior written approval of the Company,

the other Members may terminate that Member's membership by special resolution in a general meeting (**Expulsion Resolution**) provided the procedural requirements of this article 5.5 have been complied with.
- (b) Prior to holding a general meeting to consider an Expulsion Resolution, the Member whose membership may be terminated must be given written notice of the relevant issue and not less than 60 days to remedy the issue. The written notice must demonstrate, in reasonable detail, the reasons why it is alleged that the Member has done either (i), (ii) or (iii) of article 5.5 and the action required to remedy the issue.
- (c) If the relevant Member has remedied the relevant issue within the time required under article 5.5(b), no general meeting shall be held.
- (d) No general meeting to consider the Expulsion Resolution shall be held until the expiry of the period to remedy the issue under article 5.5(b).
- (e) At the general meeting at which the Expulsion Resolution is considered, the Member the subject of the Expulsion Resolution will have had an opportunity of giving orally or in writing any explanation or defence it considers fit.
- (f) The Member the subject of the Expulsion Resolution may not vote on the Expulsion Resolution.

- (g) If a Member's membership is terminated, the Company will procure that a new company which satisfies article 5.1(a) (but with a different membership composition to the expelled Member) is admitted as a Member to represent the same state or territory as the expelled Member.

## **5.6 Limited liability**

A Member has no liability as a Member except as set out in this Part 5 and article 20.1.

---

# **6 General meetings**

## **6.1 Annual general meeting**

Annual general meetings of the Company are to be held in accordance with the Corporations Act (notwithstanding that the Company may not be obliged to hold an annual general meeting under the Corporations Act).

## **6.2 Convening a general meeting**

The Directors may convene and arrange to hold a general meeting of the Company when they think fit and must do so if required to do so by law.

## **6.3 Members have power to convene general meeting**

Any two or more Members having at least 5% of the votes that may be cast at a general meeting may convene a general meeting of the Company at the cost of the Company.

## **6.4 Notice of general meeting**

At least 21 days' notice of a general meeting (including the annual general meeting) must be given in accordance with Part 18. The notice must:

- (a) state the date, time and place (or places) of the meeting;
- (b) state the general nature of the business to be conducted at the meeting; and
- (c) state any proposed resolutions.

## **6.5 Short notice**

Shorter notice of a general meeting may be given if the calling of the notice of the general meeting on shorter notice is agreed to:

- (a) in the case of an annual general meeting, by all Members entitled to attend and vote at the meeting; and
- (b) in the case of any other general meeting, if 95% of the Members entitled to attend and vote at the general meeting agree before the meeting,

and accordingly, any such general meeting will be treated as having been duly convened.

**6.6 Calculation of period of notice**

In computing the period of notice under article 6.4, both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

**6.7 Directors entitled to notice of general meeting**

A Director is entitled to receive notice of and to attend all general meetings of the Company and is entitled to speak at those meetings.

**6.8 Cancellation or postponement of general meeting**

The Directors may, by notice, whenever they think fit, cancel any general meeting or postpone the holding of the general meeting to a date and time determined by them, or change the place for the general meeting.

This article does not apply to a meeting convened by the Members, by the Directors on the request of Members, or to a meeting convened by a court or required to be held by law.

**6.9 Notice of cancellation, postponement or change of place of general meeting**

Written notice of cancellation or postponement or change of place of a general meeting must be given to all persons entitled to receive notices of general meetings from the Company. The notice must be given at least 5 days before the date for which the meeting is convened and must specify the reason for the cancellation, postponement or change of place. A notice of a change of place of a general meeting must specify the different place for the holding of the meeting.

**6.10 Contents of notice postponing general meeting**

A notice postponing the holding of a general meeting must specify:

- (a) a date and time for the holding of the meeting;
- (b) a place for the holding of the meeting, which may be either the same as, or different from, the place specified in the notice convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

**6.11 Number of clear days for postponement of general meeting**

The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days notice of the general meeting required to be given by this Constitution.



**6.12 Business at postponed general meeting**

The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

**6.13 Non-receipt of notice**

The non-receipt of, or accidental omission to give, a notice of a general meeting or cancellation, postponement or change of place of a general meeting by, or to, a person entitled to receive notice does not invalidate any resolution passed at the general meeting or at a postponed or changed place meeting or the cancellation or postponement of a meeting.

**6.14 Proxy, attorney or Representative at postponed general meeting**

Where by the terms of an instrument appointing a proxy or attorney or of an appointment of a Representative:

- (a) the appointed person is authorised to attend and vote at a general meeting or general meetings to be held on or before a specified date; and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy, power of attorney or appointment of Representative,

then, by force of this article, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, power of attorney or appointment of Representative unless the Member appointing the proxy, attorney or Representative gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

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**7 Proceedings at general meetings****7.1 Reference to a Member**

Unless the contrary intention appears, a reference to a Member in this Part 7 means a person who is a Member, or:

- (a) a proxy;
- (b) an attorney; or
- (c) a Representative

of that Member.

**7.2 Number for a quorum**

Subject to article 7.5, a quorum at a general meeting of the Company is:

- (a) where the total number of Members is three, all the Members;

- (b) where the total number of Members is four or five, the number of Members less one; and
- (c) where the total number of Members is six or more, two thirds of the number of Members rounded up to the nearest whole number,

present in person or by proxy, attorney or Representative.

### **7.3 Requirement for a quorum**

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the chairman of the meeting (on the chairman's own motion or at the request of a Member, proxy, attorney or Representative who is present) declares otherwise.

### **7.4 If quorum not present**

If, within 15 minutes after the time appointed for a general meeting, a quorum is not present, the meeting:

- (a) if convened by a Director, or at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

### **7.5 Adjourned meeting**

At a meeting adjourned under article 7.4(b), two persons each being a Member, proxy, attorney or Representative present at the meeting are a quorum. If a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

### **7.6 Appointment of chairman of general meeting**

If the Directors have elected one of their number as chairman of their meetings, that person is entitled to preside as chairman at a general meeting of the Company.

### **7.7 Absence of chairman at general meeting**

If a general meeting is held and:

- (a) a chairman has not been elected by the Directors; or
- (b) the elected chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the following may preside as chairman of the meeting (in order of precedence):

- (c) the deputy chairman (if any);
- (d) a Director chosen by a majority of the Directors present;
- (e) the only Director present;
- (f) a Member chosen by a majority of the Members present in person or by proxy, attorney or Representative.

#### **7.8 General meetings at two or more places**

- (a) A general meeting may be held in one place or two or more places.
- (b) If a general meeting is held in two or more places, the Company must use technology that gives Members a reasonable opportunity to participate at that general meeting.
- (c) If a number of Members equal to the quorum is able to hear or to see and to hear each other Member contemporaneously using such technology, there is a meeting and that meeting is quorate.
- (d) A Member participating at a meeting using such technology is treated as being present in person at the meeting.

#### **7.9 Conduct of general meetings**

The chairman of a general meeting:

- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
- (b) may require the adoption of any procedure which is in the chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
- (c) may terminate discussion or debate on any matter whenever the chairman considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the chairman under this article is final.

#### **7.10 Adjournment of general meeting**

The chairman of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:

- (a) in exercising this discretion, the chairman may, but need not, seek the approval of the Members present in person or by proxy, attorney or Representative; and
- (b) only unfinished business is to be transacted at a meeting resumed after an adjournment.

Unless required by the chairman, a vote may not be taken or demanded by the Members present in person or by proxy, attorney or Representative in respect of any adjournment.

#### **7.11 Notice of adjourned meeting**

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

#### **7.12 Questions decided by majority**

Unless otherwise required by this Constitution or by law, a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **7.13 No casting vote for chairman**

If there is an equality of votes, either on a show of hands or on a poll, the chairman of the general meeting is not entitled to a casting vote in addition to any votes to which the chairman is entitled as a Member or proxy or attorney or Representative.

#### **7.14 Voting on show of hands**

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is effectively demanded and the demand is not withdrawn. A declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact. Neither the chairman nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against the resolution.

#### **7.15 Poll**

- (a) The chairman of a general meeting may determine that a poll be taken on any resolution.
- (b) A poll may be demanded on any resolution at a general meeting by any Member.
- (c) A poll may be demanded:
  - (i) before a vote on a show of hands is taken;

- (ii) before the result of a vote on a show of hands is declared; or
  - (iii) immediately after the result of a vote on a show of hands is declared.
- (d) If a poll is demanded on the election of a chairman or on the question of an adjournment, it must be taken immediately. If a poll is demanded on any other matter, it may be taken in the manner and at the time and place (or places) as the chairman directs.
- (e) Other than where a poll is demanded on the election of a chairman or the question of an adjournment:
  - (i) a demand for a poll may be withdrawn at any time by the person or persons who demanded it. A demand for a poll which is withdrawn does not invalidate the result of a show of hands declared before the demand for the poll was made; and
  - (ii) a demand for a poll does not prevent the general meeting continuing for the transaction of any business.

#### **7.16 Entitlement to vote**

Subject to the rights and any restrictions attached to any class of Members and to this Constitution:

- (a) on a show of hands, each Member present in person and each other person present as proxy, attorney or Representative of a Member has one vote; and
- (b) on a poll, each Member present in person has one vote and each person present as proxy, attorney or Representative of a Member has one vote for each Member that the person represents.

#### **7.17 Objection to voting qualification**

An objection to the right of a person to attend or vote at a general meeting or adjourned general meeting:

- (a) may not be raised except at that meeting or adjourned meeting; and
- (b) must be referred to the chairman of the meeting, whose decision is final.

A vote not disallowed under the objection is valid for all purposes.

#### **7.18 Chairman to determine voting dispute**

If there is a dispute as to the admission or rejection of a vote, the chairman of the general meeting must decide it and the chairman's decision made in good faith is final and conclusive.

**7.19 Circulating resolutions of Members**

Unless the Corporations Act requires otherwise, the Members may pass a resolution without a general meeting being held if all of the Members who are entitled to vote on the resolution either sign a document containing a statement that they are in favour of the resolution set out in the document or provide confirmation via email that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy. The resolution is taken to be passed (and if it is required to be a special resolution to be effective, passed as a special resolution), as if it had been passed unanimously at a duly convened general meeting, at the time the Secretary has evidence that the last Member has signed it or provided the necessary confirmation via email. The document may be sent or circulated by facsimile or electronic transmission.

**7.20 Right to appoint proxy, attorney or Representative**

- (a) A Member who is entitled to attend and to vote at a general meeting of the Company may appoint a person as proxy, attorney or Representative to attend, speak and vote for that Member.
- (b) A proxy, attorney or Representative may be, but does not have to be, a Member.
- (c) Unless otherwise permitted by law, each Member may only appoint one proxy, attorney or Representative at any one time.
- (d) An appointment of a proxy or Representative may be a standing appointment.
- (e) The appointment of a proxy or Representative must be in writing and be signed by the Member and state:
  - (i) the Member's name and address;
  - (ii) the Company's name;
  - (iii) the proxy or Representative's name or the name of the office held by the proxy or Representative; and
  - (iv) the general meeting at which the proxy or Representative may act, or if the appointment is a standing one, a clear statement to that effect.
- (f) Where the instrument is signed pursuant to a power of attorney, a copy of the power of attorney (certified as a true copy of the original) must be attached to the instrument sent to the Company.
- (g) An instrument appointing a proxy may direct the way in which a proxy is to vote on a particular resolution. If an instrument contains a direction, the proxy must vote as directed in the instrument, and is not entitled to vote on the proposed resolution except as directed in the instrument. If an instrument does not contain a direction, the proxy is

entitled to vote on the proposed resolution as the proxy considers appropriate.

- (h) If a proxy, attorney or Representative is appointed by more than one Member or is also a Member, that proxy, attorney or Representative may only vote on a show of hands if each instrument of appointment of the proxy, attorney or Representative directs the proxy, attorney or Representative to vote in the same way or does not direct the proxy, attorney or Representative how to vote.
- (i) The instrument appointing a proxy, attorney or Representative is not effective unless it is received, together with any additional documentation, including a copy of the power of attorney (certified as a true copy of the original), by the Company at least 48 hours before the general meeting or, as the case may be, the resumption of an adjourned general meeting, at any of the following:
  - (i) at its registered office; or
  - (ii) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.
- (j) The appointment of a proxy, attorney or Representative may be revoked by the Member who appointed the proxy, attorney or Representative by notice to the Company from the Member stating that the appointment of a proxy, attorney or Representative is revoked or by appointing a new proxy, attorney or Representative.
- (k) A vote cast by a proxy, attorney or Representative will be valid unless before the start of a general meeting (or, in the case of an adjourned or postponed general meeting, not less than 48 hours before the resumption of the adjourned or postponed general meeting) at which a proxy attorney or Representative votes:
  - (i) the Member who appointed the proxy, attorney or Representative ceases to be a Member; or
  - (ii) the chairman receives notice of:
    - (A) the revocation of the instrument appointing the proxy, attorney or Representative; or
    - (B) the appointment of a new proxy, attorney or Representative.
- (l) The Company is not responsible for ensuring that the terms of appointment of a proxy, attorney or Representative are complied with, and accordingly is not liable if those terms are not complied with.

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## **8 Board**

### **8.1 Board arrangements**

Unless article 8.2 provides otherwise:

- (a) it is the intention that each company in the HCA Group share a board of directors comprising the same people; and
- (b) each person who is appointed as a Director must also, as a condition of that Director's appointment, provide a consent to act as a director of each member of the HCA Group and a member of Disability Housing Limited.

### **8.2 Exceptions to the board arrangements**

Article 8.1 will not apply:

- (a) in respect of any Director appointed by the Registrar pursuant to section 132(2)(b) of the Housing Act;
- (b) in respect of any person appointed or removed as a director of another member of the HCA Group by a regulator of the Company;
- (c) to the appointment of a Director as a director of another member of the HCA Group where the relevant provision in the constitution of that member of the HCA Group implementing the group board arrangements has been deleted;
- (d) to the extent provided by any special resolution of the Members; or
- (e) to the extent that a Director is removed as a director of a member of the HCA Group in accordance with its constitution or the Corporations Act.

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## **9 Directors**

### **9.1 Independent Chair**

- (a) An Independent Chair must be appointed by the Members at an annual general meeting.
- (b) If there is a vacancy in the Independent Chair position, the Directors may appoint an interim Independent Chair while the vacancy is being filled.

### **9.2 Managing Director**

- (a) The Directors must appoint a person as Managing Director whenever there is a vacancy in the position.
- (b) The Directors may remove a person as Managing Director.



**9.3 Number of Member Directors**

- (a) If the number of Members is 5 or fewer, each Member will have the right to have appointed up to two persons nominated by that Member to be Member Directors.
- (b) If the number of Members is 6 or more, each Member will have the right to have appointed one person nominated by that Member to be a Member Director.
- (c) Any Member Director must, at all times during their appointment, be a member and director of the Member that nominates or appoints them.
- (d) In exercising its rights to nominate a Member Director, each Member must:
  - (i) give notice of the proposed Member Director in accordance with the nomination process prescribed by the Directors; and
  - (ii) discuss in good faith its proposed nominations with the Company and the Members to assist in ensuring that the composition of the board as a whole reflects a range of qualifications and experience appropriate for the good governance of the Company.

**9.4 Appointment of Member Directors**

- (a) Subject to article 9.4(c) and 9.8, Member Directors must only be appointed by the Members at an annual general meeting by a unanimous resolution of the Members.
- (b) In appointing Member Directors, the Company must:
  - (i) only appoint as Member Directors individuals who have been nominated by the Members;
  - (ii) ensure that the composition of the board as a whole reflects a range of qualifications and experience appropriate for the good governance of the Company; and
  - (iii) endeavour to have the Members reach unanimous agreement regarding the Member Directors to be appointed.
- (c) If the Members fail to unanimously approve the appointment of a person nominated by a Member as a Member Director at the annual general meeting at which that person's appointment was considered, the Member who nominated the person in question will have the right to directly appoint that person immediately following the meeting by written notice to the Company, subject always to the limit on the Members' rights under article 9.3(a) or 9.3(b).
- (d) If the number of Members increases to 6 or more:

- (i) the new Member must appoint one Member Director for each new Member to hold office until the next annual general meeting; and
  - (ii) unless determined by the nominating Member in writing to the Company, where there are two Member Directors nominated by the same Member, the Member Director who has served as a Member Director for the longest period will cease to hold office.
- (e) If the number of Members decreases to 5 or fewer, each Member may appoint an additional Member Director to hold office until the next annual general meeting.

#### **9.5 Director consents**

Before being appointed, any person to be appointed must give the company a signed consent to act as a director of the Company.

#### **9.6 Alternate Directors**

The Company does not have alternate directors.

#### **9.7 Term of Office**

- (a) Except as provided for in article 9.4(d), 9.4(e), 9.8(a) and 9.9, each Director other than the Managing Director has a 3 year term.
- (b) Except as provided for in article 9.4(d), 9.4(e), 9.8(a) and 9.9, Directors other than the Managing Director hold office:
  - (i) from the end of the annual general meeting at which they are appointed,
  - (ii) until the end of the third annual general meeting after they are appointed.
- (c) Directors may be reappointed.
- (d) A Director (other than the Managing Director) who has held office for 3 terms (not including part of a term filled as a casual vacancy) or 10 years in total ceases to be a director at the end of the annual general meeting held (i) at the end of their third term or (ii) immediately following the end of their 10<sup>th</sup> year (as applicable) and is not eligible for reappointment.
- (e) Directors may resign by notice in writing to the Company.
- (f) Directors may also be removed by a general meeting in accordance with the Corporations Act. A vacancy resulting from the removal of a Director in accordance with this article will be treated as a vacancy.
- (g) Directors cease to hold office if they:

- (i) receive any payment from the Company otherwise than in accordance with this Constitution; or
- (ii) become disqualified under the Corporations Act or the ACNC Act.

## 9.8 Vacancy

- (a) If there is a vacancy in Member Directors (other than in the circumstances contemplated under articles 9.1(b) or 9.2), the Member entitled to nominate the Member Director which ceases to hold office may appoint an individual who would be eligible to be appointed under article 9.3(c), 9.5 and 9.7(d) to fill the vacancy until the next annual general meeting of the Company.
- (b) The Directors may continue to act despite any vacancy in Directors.
- (c) Even if it is subsequently found that a person who has acted as a Director was not properly appointed, the validity of:
  - (i) the acts of that person as a Director, and
  - (ii) decisions of board meetings in which that person has participated,
 is not affected.

## 9.9 Commencing board

- (a) As at the date of adoption of this Constitution, the initial Directors of the Company are:
  - (i) Trevor Baldock, who is deemed to be the Member Director nominated by the Member which represents South Australia and who is appointed until the end of the first annual general meeting of the Company held after the adoption of this Constitution;
  - (ii) Julie Mitchell, who is deemed to be the Member Director nominated by the Member which represents South Australia and who is appointed until the end of the second annual general meeting of the Company held after the adoption of this Constitution;
  - (iii) Peter Smith, who is deemed to be the Member Director nominated by the Member which represents Victoria and who is appointed until the end of the first annual general meeting of the Company held after the adoption of this Constitution ;
  - (iv) Owen Donald, who is deemed to be the Member Director nominated by the Member which represents Victoria and who is appointed until the end of the second annual general meeting of the Company held after the adoption of this Constitution ;

- (v) Peter Galante, who is deemed to be the Member Director nominated by the Member which represents Tasmania and who is appointed until the end of the first annual general meeting of the Company held after the adoption of this Constitution; and
  - (vi) Heather McCallum, who is deemed to be the Member Director nominated by the Member which represents Tasmania and who is appointed until the end of the second annual general meeting of the Company held after the adoption of this Constitution,
  - (vii) Michael Lennon, as the Managing Director; and
  - (viii) Arthur Papakotsias as the Independent Chair who is appointed until the third annual general meeting of the Company held after the adoption of this Constitution.
- (b) For the purposes of article 9.7, each Director noted in article 9.9(a) is taken to been appointed as Director on 1 July 2015 and the period of appointment for a Director stated in article 9.9(a) (if any) is that Director's first term as a Director of the Company.

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## **10 Payments to Directors**

### **10.1 Reimbursement of expenses**

A Director is entitled to be reimbursed out of the funds of the Company for their reasonable travelling, accommodation and other expenses incurred when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company.

### **10.2 Payments to Director**

Any payment to a Director must be approved by the Directors.

### **10.3 No distribution**

Despite any other provision of this Constitution, no payment made under this Part 10 may be a distribution by the Company to any Director.

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## **11 Director's interests**

### **11.1 Declaration of interest**

- (a) Any Director who has a perceived or actual material conflict of interest in a matter that relates to the affairs of the Company must disclose the conflict to the other Directors and the Members of the Company.
- (b) A notice of a material personal interest must set out:

- (i) the nature and extent of the interest; and
- (ii) the relation of the interest to the affairs of the Company.

### **11.2 Voting by interested Directors**

A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:

- (a) vote on the matter at a meeting; or
- (b) be present while the matter is being considered at the meeting, and accordingly will not count for the purposes of determining whether there is a quorum,

except as provided by section 195 of the Corporations Act.

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## **12 Proceedings of Directors**

### **12.1 Directors' meetings**

The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.

### **12.2 Director may convene a meeting**

A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

### **12.3 Questions decided by majority**

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors. Each Director has one vote at a meeting of Directors.

### **12.4 Proxy and voting**

A person who is present at a meeting of Directors as a proxy for another Director has one vote for each absent Director who would be entitled to vote if present at the meeting and for whom that person is a proxy. If that person is also a Director, they have one vote as a Director in that capacity.

### **12.5 Absence of chairman at Directors' meeting**

The chairman of a Directors' meeting will be the Independent Chair. If a Directors' meeting is held and:

- (a) an Independent Chair has not been elected under article 9.1; or
- (b) the Independent Chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the Directors present must elect one of their number to be a chairman of the meeting.

#### **12.6 Chairman has a casting vote at Directors' meetings**

In the event of an equality of votes cast for and against a question, the chairman of a Directors' meeting is entitled to a casting vote in addition to any votes to which the chairman is entitled as a Member or proxy or attorney.

#### **12.7 Director attending and voting by proxy**

A Director may participate in, and vote by proxy at, a meeting of the Directors if the proxy:

- (a) is another Director; and
- (b) has been appointed in writing signed by the appointor.

The appointment may be general or for one or more particular meetings. A Director present as proxy of another Director who would be entitled to vote if present at the meeting has one vote for the appointor and one vote in his or her own capacity as a Director.

#### **12.8 Quorum for Directors' meeting**

At a meeting of Directors, the number of Directors whose presence in person or by proxy is necessary to constitute a quorum is a majority of the Directors at the time.

#### **12.9 Remaining Directors may act**

The continuing Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by this constitution, the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a general meeting.

#### **12.10 Chairman of Committee**

The members of a Committee may elect one of their number as chairman of their meetings. If a meeting of a Committee is held and:

- (a) a chairman has not been elected; or
- (b) the chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the members involved may elect one of their number to be chairman of the meeting.

#### **12.11 Meetings of Committee**

A Committee may meet and adjourn as it thinks proper.

**12.12 Determination of questions**

Questions arising at a meeting of a Committee are to be determined by a majority of votes of the members of the Committee present and voting.

In the event of an equality of votes the chairman of the meeting has a casting vote, unless only two members of the Committee are present and entitled to vote at the meeting on the question.

**12.13 Circulating resolutions**

The Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on the resolution either sign a document containing a statement that they are in favour of the resolution set out in the document, or provide confirmation via email that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs or provides confirmation via email, as the case may be. The document may be sent or circulated by facsimile or electronic transmission.

**12.14 Validity of acts of Directors**

All acts done at a meeting of the Directors or of a Committee, or by a person acting as a Director, are, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

**12.15 Use of technology for Directors' meetings**

A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting.

**12.16 Meeting by use of technology**

A Director may not leave a telephone or video conference meeting by disconnecting the telephone or video conference facility without the consent of the chairman of the meeting and a Director is deemed to be present and form part of the quorum throughout the meeting unless the Director obtains the consent of the chairman of the meeting to leave the meeting.

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## **13 Powers and duties of Directors**

### **13.1 Directors to manage Company**

The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.

### **13.2 Specific powers of Directors**

Without limiting the generality of article 13.1, the Directors may:

- (a) exercise all the powers of the Company to create by-laws, to borrow or raise money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
- (b) do all such things as in the opinion of the Directors are necessary or desirable for the furtherance, maintenance or development of the interests of the Company,

and nothing done by any Director in good faith pursuant to such authority and obligations shall constitute a breach of the fiduciary duties of such a Director to the Company or to the Members of the Company.

### **13.3 Power to consider the best interests of HCA Group**

Without limitation to the generality of this Part 13, in addition to the Directors' duties to the Company but subject to the objects of the Company under article 2.1, while article 8.1 applies:

- (a) the Directors may have regard to the interests of the HCA Group as a whole, and the members of each company in the HCA Group, as if the HCA Group were a single unified economic entity; and
- (b) the Members agree that the Directors acting in the best interests of the HCA Group as a whole will be deemed to be the Directors acting in the best interests of the Company.

### **13.4 Appointment of attorney**

The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for the purposes and with the powers, authorities and discretions vested in or exercisable by the Directors for the period and subject to the conditions they think fit.

### **13.5 Provisions in power of attorney**

A power of attorney granted under article 13.4 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions vested in the attorney.



**13.6 Signing of cheques**

The Directors may determine the manner in which and persons by whom cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and receipts for money paid to the Company, may be signed, drawn, accepted, endorsed or otherwise executed.

**13.7 Minutes to be kept**

The Directors must cause:

- (a) proper minutes to be made of the proceedings and resolutions of all meetings of the Company, the Directors and any Committees;
- (b) proper minutes to be made of the proceedings and resolutions of all meetings of the Directors;
- (c) the minutes to be kept in the Register; and
- (d) the minutes to be signed by the chair of the meeting or by the chair of the next meeting.

**13.8 Committees**

The Directors may delegate (and revoke the delegation of) any of their powers, other than powers required by law to be dealt with by Directors as a board, to a Committee or Committees consisting of one or more of their number as they think fit.

**13.9 Powers delegated to Committees**

A Committee to which any powers have been delegated under article 13.8 must exercise those powers in accordance with any directions of the Directors.

**13.10 Powers of delegation**

The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by section 198D of the Corporations Act.

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**14 Managing Director**

- (a) The Directors may give the Managing Director any of the powers conferred on them by this Constitution, subject, at the Directors' discretion, to:
  - (i) any time period;
  - (ii) specific purposes; and
  - (iii) any other terms and restrictions.

- (b) All or any of those powers may be given collaterally with or to the exclusion of the powers of the Directors and may be revoked or varied by the Directors.

---

## **15 Secretary**

### **15.1 Appointment of Secretary**

The Company must have at least one Secretary who is to be appointed by the Directors.

### **15.2 Suspension and removal of Secretary**

The Directors may suspend or remove a Secretary from that office.

### **15.3 Powers, duties and authorities of Secretary**

A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary is subject at all times to the control of the Directors.

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## **16 Financial reporting to stakeholders**

### **16.1 Reporting to Members**

At the time that notice of the annual general meeting of the Company is given to the Members, the Directors must ensure that the Members are given:

- (a) the financial report for the Company and Trusts;
- (b) information about the projects being undertaken by the Company, Trusts and the status of those projects; and
- (c) any other relevant information as determined by the Directors.

### **16.2 Reporting to the Registrar**

The Company must report to the Registrar in accordance with the Housing Act.

---

## **17 Inspection of records**

### **17.1 Inspection by Members**

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members (other than Directors).

**17.2 Right of a Member to inspect**

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

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**18 Service of documents****18.1 Document includes notice**

In this Part 18, a reference to a document includes a notice.

**18.2 Methods of service**

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member;
- (c) by sending it to a fax number or electronic address nominated by the Member; or
- (d) by sending it to the Member by other electronic means nominated by the Member.

**18.3 Post**

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post, which is taken to have been received on the business day after the date of its posting; and
- (b) if sent to an address outside Australia, must be sent by airmail, which is taken to have been received three business days after the date of its posting.

**18.4 Fax or electronic transmission**

If a document is sent by fax or electronic transmission, delivery of the document is taken:

- (a) to be effected by properly addressing and transmitting the fax or electronic transmission; and
- (b) to have been delivered in accordance with a confirmation report confirming sending.

**18.5 Evidence of service**

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member by post or by fax or electronic transmission

on a particular date is prima facie evidence that the document was so sent on that date.

### **18.6 Notices of meeting**

In addition to the methods noted in article 18.2, if a Member nominates:

- (a) an electronic means by which the Member may be notified that notices of meeting are available; and
- (b) an electronic means the Member may use to access notices of meeting,

the Company may give the Member notice of the meeting by notifying the Member (using the notification means nominated by the Member):

- (c) that the notice of meeting is available; and
- (d) how the Member may use the access means nominated by the Member to access the notice of meeting.

A notice of meeting given to a Member by this electronic means is taken to be given on the day after the day on which the Member is notified that the notice of meeting is available.

---

## **19 Indemnity and insurance**

### **19.1 Indemnity**

The Company may indemnify any current or former Director, Secretary or executive officer of the Company out of the property of the Company against:

- (a) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

except to the extent that:

- (c) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- (d) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

### **19.2 Insurance**

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company against

liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

### **19.3 Contract**

The Company may enter into an agreement with a person referred to in articles 19.1 and 19.2 with respect to the matters covered by those articles. An agreement entered into pursuant to this article may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

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## **20 Winding up**

### **20.1 Contributions on winding up**

Each Member undertakes to contribute to the Company's property if the Company is wound up during, or within one year after the cessation of, the Member's membership on account of:

- (a) payment of the Company's debts and liabilities contracted before they ceased to be a Member;
- (b) the costs of winding up; and
- (c) adjustment of the rights of the contributories among themselves,

an amount not to exceed \$20.

### **20.2 Application of property on winding up**

If any property remains on the winding-up or dissolution of the Company and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members but must be given or transferred to some other institution:

- (a) that is a registered agency under the Housing Act, approved by the Registrar under the Housing Act, with similar purposes and which is not carried on for the purposes of profit or gain for its members;
- (b) whose memorandum of association or constitution prohibits the distribution of its income and property among its members to an extent at least as great as imposed on the Company under this Constitution; and
- (c) being an institution accepted as a deductible gift recipient under Division 30 of the Tax Act by the Commissioner of Taxation or

otherwise approved for these purposes by the Commissioner of Taxation, provided that any surplus assets that are:

- (i) gifts of money or property to the Company for its principal purposes;
- (ii) deductible contributions described in item 7 or 8 of the table in section 30-15 of the Tax Act; and
- (iii) money received by the Company because of such gifts or deductible contributions,

may only be transferred to another such rental housing agency that is also accepted as a deductible gift recipient under Division 30 of the Tax Act.

The institution is to be determined by the Members at or before the time of dissolution and in default by application to the court.

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## **21 Accounts**

The Directors must cause the accounts of the Company to be maintained and audited in accordance with any applicable requirements of the Corporations Act and the Charitable Fundraising Legislation.

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## **22 Alteration of Constitution**

The Company may only amend or repeal this Constitution, or a provision of this Constitution, as follows:

- (a) with respect to any amendment or repeal of the objects of the Company to the extent they apply to CGA, by a unanimous resolution of the Members; and
- (b) in all other circumstances, by a special resolution of the Members.



# **Housing Choices Western Australia Limited**

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ABN 67 128 888 157

Annual Financial Report for the year ended 30 June 2022

## Housing Choices Western Australia Limited - Financial Report

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## Directors' Report

The directors submit their report for the year ended 30 June 2022.

### DIRECTORS

The names and details of the Company's directors in office during the financial year and until the date of this report are as follows:

#### Heather McCallum - Chair

Heather is a Chartered Accountant, experienced board director and senior executive with experience operating in complex environments across a diverse range of organisations and sectors. She joined the Board of Housing Choices Australia in 2014 and was Deputy Chair of the Board and Chair of the AFRC until her appointment as Board Chair in 2019. Heather is also a non-executive Director of Australian Sailing, Risk and Audit Committee member of the Tasmanian Land Conservancy and Chair of TADTas, an organisation dedicated to improving the independence and quality of life for people living with a disability.

Heather has over 25 years' experience spanning audit and corporate advisory (including with Ernst & Young's banking & finance division), private enterprise, start-ups, and for purpose organisations, having held both GM and CFO senior leadership positions. Reflecting a strong focus and commitment to social inclusion, Heather's previous governance roles span youth, education and employment initiatives.

Heather holds a Bachelor of Commerce (Honours) from Queen's University School of Business and is a recipient of the Governor General's Award (Canada). She is also a graduate member of the Australian Institute of Company Directors.

Chair - Board of Directors

Member - Governance, Appointments and Remuneration Committee

Member - Audit, Assurance and Risk Committee (Formerly Audit, Finance and Risk Committee)

#### Fabienne Michaux

Fabienne is an experienced non-executive director who has held numerous board positions in the housing, education, financial and arts sectors. She is currently a non-executive director of Impact Investing Australia and of GMCU.

Fabienne is also the Director of SDG Impact, a global flagship initiative of the United Nations Development Programme (UNDP) established to accelerate the mobilisation of private sector activity and investment towards sustainability and the achievement of the UN Sustainable Development Goals (SDGs).

Fabienne previously enjoyed a 30-year private sector executive career, including 22 years with S&P Global in the credit ratings division, where in her final role she was the Head of Developed Markets in Asia-Pacific.

Chair - Audit, Assurance and Risk Committee (formerly Audit, Finance and Risk Committee)

Deputy Chair - Board of Directors

#### David Lantzke

David Lantzke is the CEO of the Ardross Group of Companies; a privately owned property and land development group.

He is a Chartered Accountant, a Fellow of Leadership Western Australia, has completed the Advanced Management Program at Harvard Business School and has extensive experience in infrastructure planning, project facilitation, asset management, town planning and property development.

David is a Graduate of the Australian Institute of Company Directors and serves on the Executive of the Regional Chambers of Commerce and Industry WA (Vice President) and Jurien Bay Chamber of Commerce.

Chair - Governance, Appointments and Remuneration Committee

#### Michael Lennon

Michael is a leading figure in the Australian social and affordable housing industry, with more than three decades experience in both private and public sectors, in Australia, New Zealand and the United Kingdom.

## Directors' Report (continued)

### Michael Lennon (continued)

He was the inaugural Chief Executive Officer of Housing Choices Australia when it was founded in 2008 to 2012 and since 2014, he returned as Managing Director. Under his stewardship Housing Choices has grown to be one of the largest housing associations in Australia.

In the mid-2000s he led the establishment of the Glasgow Housing Association through the transfer of the largest volume of public housing stock in Europe. He served as Chief Executive Officer of the Housing New Zealand Corporation. As Chair and Executive Director of the Australian Housing and Urban Research Institute (AHURI) he led its restructuring leading to its status as the pre-eminent research resource for the housing industry in Australia. He has also led a significant Government Department in South Australia.

He was Chair of national peak body, the Community Housing Industry Association (CHIA), from 2016 to 2019, during which time he led the development of its comprehensive National Plan for Affordable Housing, delivered in 2018.

Michael has been an adviser to Australian governments at all levels and has been an adviser to the World Health Organisation (WHO). He is a leading advocate for reform across the housing and planning sectors in Australia, and an experienced board director and university governor. He is an adjunct Professor in the School of Humanities at the University of Adelaide.

Member - Governance, Appointments and Remuneration Committee

Member - Audit, Assurance and Risk Committee (Formerly Audit, Finance and Risk Committee)

### Drew Beswick

Drew Beswick is Chief Executive Officer of Possability Group, one of Australia's leading disability services providers. He previously served as Chief Operating Officer of Possability during a period of significant transition for the disability services sector under the NDIS, including involvement in a successful merger and the expansion and development of the Group's services into Victoria and Queensland. During this time, Possability have jointly established the Applied Research Centre for Disability and Wellbeing to better connect research evidence with practice in ways to make a positive difference in the provision of supports to people living with disability and also a Director for the Applied Research Centre for Disability and Wellbeing.

Drew initially qualified as a social worker before going on to complete post-graduate qualifications in management and governance. He has worked across a range of human service organisations in Australia and the United Kingdom across policy, service provision and regulation.

He led Early Intervention Services at Relationships Australia, with responsibility for clinical governance and supervision, and has held senior positions in Health, Social Care and Aged Care policy and regulation. He was State Manager for the Federal Department of Health and Ageing during a period of significant health reform.

Drew has held Board positions with various community sector organisations and the Australian Institute of Public Administration, Tasmania. He is currently the public officer of a Tasmanian organisation involved in the promotion of men's health issues and has a strong interest in advocating for access to suitable housing for people living with disability and also a Director for the Applied Research Centre for Disability and Wellbeing.

Member - Governance, Appointments and Remuneration Committee

### Chris Leishman

Chris Leishman is an internationally leading housing economist and academic, currently Professor of Property and Housing Economics at the University of South Australia, Adjunct Professor at the University of Adelaide, Visiting Professor at the University of Sheffield, and Honorary Professor at Heriot-Watt University, Edinburgh. He is an editor for the Urban Studies journal and was previously Editor-In-Chief of the Housing Studies Journal.

His research focuses on the economics of the housing market, including the relationship between housing supply and affordability, the behaviour of housing and land developers, and demographic/socio-economic processes such as household formation, housing consumption decisions and tenure choice. His work has helped inform and shape government policy on housing supply and affordability, particularly in Australia and the United Kingdom. He is currently developing quantitative models of housing need and demand for Australia.

## Directors' Report (continued)

### Chris Leishman (continued)

He has undertaken numerous studies for a variety of government departments and entities in several countries, third sector organisations, and a range of academic funders including the Australian Housing and Urban Research Institute (AHURI) and the Economic and Social Research Council (ESRC) in the UK. Most recently, he has led projects on Australia's housing policy responses to COVID (AHURI), and contributed to policy development work funded by CHIA, Shelter and the Community Housing Council.

Member - Audit, Assurance and Risk Committee (Formerly Audit, Finance and Risk Committee)

### Matt Raison

Matt Raison is an experienced property professional with over 20 years' experience in property development and project management.

Matt has worked for Peet on various master planned projects and Mirvac, where he was responsible for land subdivision projects and held the role of Head of New Business (WA). During his time at Mirvac, Matt oversaw the acquisition and project establishment of a wide range of broad acre, integrated housing, luxury apartments, mixed use and tourism projects and played a key role in the establishment of Mirvac's first residential development fund in Western Australia.

In 2007 Matt established Generation Projects, a boutique project management and property development consultancy, involved in a wide range of residential, commercial, mixed use, retail and industrial projects. In 2012 Generation Projects joined with Modus Project Management to form GMPM Consulting, one of Perth's leading project management and strategic advisory consultants in the property development industry. Matt has a wide range of experience in both public and private sector projects.

Matt holds a Bachelor of Civil & Structural Engineering (with Honours) from Curtin University and has completed a Graduate Certificate of Business from UTS Sydney.

Member - Audit, Assurance and Risk Committee (Formerly Audit, Finance and Risk Committee)

### Sean Nunan (Resigned 4 August 2022)

Sean has spent his career structuring and investing in social-infrastructure, renewable energy and housing projects and currently holds the position of Principal at Cloverleaf Impact Investors, where he is responsible for investing in community housing and energy transition projects. Prior to Cloverleaf, Sean was a Director at John Laing and a Managing Director with Macquarie Group based in New York and London.

With over 25 years' experience as an investment executive across Australia, Europe, North America and the UK, Sean has proven leadership, management and financial skills. Helping to balance his financial experience, Sean also previously held the role of Head of Training for a refugee NGO for which he volunteered, reflecting his empathy and sense of social justice.

Sean holds a Master of Business Administration and a Bachelor of Commerce and Economics from the University of Melbourne.

Member - Audit, Assurance and Risk Committee (Formerly Audit, Finance and Risk Committee)

### Jenny Samms (Appointed 16 May 2022)

Jenny Samms is a member of Monash University Council, a Director to the Council to Homeless Persons and undertakes consultancy work mainly in the government and not for profit sectors. She brings a strong understanding and grounding in public policy combined with specialist expertise in social housing, Aboriginal affairs and Aboriginal housing and homelessness.

She was previously the CEO of Aboriginal Housing Victoria. During her time as CEO she led the organisation to achieve Housing Association status, the only Aboriginal organisation in Australia to achieve this level of accreditation and successfully negotiated the historic transfer of ownership of the nearly 1500 DHHS properties that AHV was managing.

## Housing Choices Western Australia Limited - Financial Report

## Directors' Report (continued)

### Jenny Samms (Appointed 16 May 2022) (continued)

Jenny's professional career has spanned nearly 40 years in the Commonwealth and Victorian public services including Departments of Education, Labour, Aboriginal Affairs, Premier and Cabinet and Planning and Community Development. She has held a number of senior executive positions at Deputy Secretary and Executive Director level, focussing on developing and implementing improved social, educational and employment opportunities for all Victorians.

She holds a Bachelor of Economics from Monash University and is a Fellow of the Institute of Public Affairs and Administration.

Member - Governance, Appointments and Remuneration Committee

### Julie Mitchell (Resigned 17 February 2022)

Julie holds a Bachelor of Business Studies degree and is a corporate social responsibility and strategic communications specialist.

She has extensive experience in the design and delivery of complex and large-scale strategic communication programs in the corporate internal and external environment, as well as communication strategy development, issues management, and stakeholder engagement and management.

Julie has designed and executed multi-dimensional community investment programs in locations throughout Australia and Asia for both corporate and not-for-profit organisations.

Member - Governance, Appointments and Remuneration Committee

### COMPANY SECRETARY

Danae Benjamin is the Company Secretary.

### MEETINGS OF DIRECTORS

Number of meetings	Board of Directors		Audit, Assurance and Risk		Governance, Appointments and Remuneration	
	Eligible to attend	Attended	Eligible to attend	Attended	Eligible to attend	Attended
Heather McCallum	9	9	6	6	4	4
Fabienne Michaux	9	6	6	5	-	-
David Lantzke	9	9	-	-	4	4
Michael Lennon	9	8	6	5	4	3
Drew Beswick	9	8	-	-	4	4
Chris Leishman	9	8	6	6	-	-
Matt Raison	9	9	6	6	-	-
Sean Nunan	9	8	5	4	-	-
Jenny Samms	2	2	-	-	-	-
Julie Mitchell	4	3	-	-	3	3

## Directors' Report (continued)

### BUSINESS OBJECTIVES AND STRATEGIES

The Company is a public company limited by guarantee and is a subsidiary of Housing Choices Australia Limited (HCA). The HCA Group is made up of Housing Choices Australia Limited and the following wholly owned subsidiaries or sub-subsidiaries: Housing Choices Tasmania Limited; Housing Choices South Australia Limited; Housing Choices NSW Limited; Housing Choices Western Australia Limited; Access Housing Realty Proprietary Limited; Access CCIN Limited; Urban Choices Property Limited, Catherine House Inc (which is a wholly owned subsidiary of Housing Choices South Australia Limited); CHT Company Ltd (which is a wholly owned subsidiary of Catherine House Inc and is the trustee of the Catherine House Trust) and Catherine House Trust. Housing Choices Australia Limited is the Trustee of Ecumenical Housing Trust and the Trustee of the Inner City Social Housing Trust. The HCA Group forms part of a wider group of companies comprising Singleton Equity Housing Limited and Disability Housing Limited (which is the trustee of the Disability Housing Trust). The HCA Group has a common board of directors and management, with the exception of Urban Choices Property Limited which has a board made up of HCA Group executive management and one independent director.

The Company is a registered Tier 1 Community Housing Provider in Western Australia and regulated under the Community Housing Regulatory Framework.

The Company's core activities are the ongoing ownership and management of rental housing which is affordable for, and meets the needs of, people who are disadvantaged by housing markets, have a disability and/or mental health illness, are experiencing or at risk of homelessness or are ageing and/or frail. The Company's core business model is to fund the acquisition of housing supply through blending various state and federal capital grant programs with private debt, philanthropic contributions and careful management of its assets. Ongoing costs of property ownership, such as maintenance, rates, insurance and providing property and tenancy management are to be met through self-generated revenue, predominately rent paid by tenants. Accordingly, critical to the Company's ongoing ability to continue to meet its social mission is to minimise loss of rental through a high standard of tenancy management and to manage its assets in a way that carefully controls costs whilst maintaining good amenity.

The Company aims to meet a growing demand for its product and service by seeking further capital grant funding to support the construction and acquisition of new housing supply.

The Company's property portfolios comprise standard residential dwellings which are used predominantly for long-term affordable rental housing for people who meet the Company's eligibility criteria. The housing is located across Perth, Peel and the South West of Western Australia, and consists of freestanding dwellings, townhouses and multi-unit apartment complexes.

The Company also works closely with a range of organisations who provide support and other services to assist the Company's residents to live independently, build individual capacity, enhance employment and educational and access life opportunities.

The Company also operates an Independent Living Program in Western Australia providing person-centre support linked to housing, funded by the Mental Health Commission (Department of Health) and accredited under the National Standards for Mental Health Services.

The strategic objectives of the Company are set out in its vision to ensure that all people are affordably housed in neighbourhoods that support life opportunities. This will be achieved through the mission to be a leading provider of affordable homes across Australia, working with partners to create resilient and inclusive neighbourhoods. The Board of the HCA Group adopted a Business Strategy 2018-2023 that outlines a number of initiatives designed to promote that objective. The specific strategic priorities outlined in the Business Strategy are:

- Developing a robust, resilient and agile organisation
- Transforming the resident experience
- Growing our impact and influence
- Implementing innovation
- Building housing choices for participants in Specialist Disability Accommodation

## Housing Choices Western Australia Limited - Financial Report

## Directors' Report (continued)

### BUSINESS OBJECTIVES AND STRATEGIES (continued)

At 30 June 2022 the Company owns 761 units and manages a further 1,028 units of housing. Over the year the Company progressed a number of new projects and acquired new housing using capital grant funding received under various state and federal government programs. During the year, the Company completed 12 new housing outcomes as part of the Department of Communities (Western Australia) Social Housing Economic Recovery Package New Build grant program.

The Company has adopted an Asset Management Plan which encompasses a comprehensive property condition survey to identify the long-term maintenance costs associated with its property portfolio, and the Company engages in the judicious sale of assets in order to re-invest net proceeds in new housing supply.

### Impacts of COVID-19

The effect of Covid-19 has had a minor impact on the operations for the year to 30 June 2022. There have been some minor changes to service delivery including responsive and other maintenance services. Disruptions to supply chains have caused project delays however the effects have not significantly impacted the Company's financial statements up to 30 June 2022. The situation is expected to continue to improve and business planning is focused on new flexible ways of working to be agile in response to changing circumstances.

### Post balance date event

There has not been any matter or circumstance occurring subsequent to the end of the financial year that has significantly affected, or may significantly affect, the operations of the Company, the results of those operations, or the state of affairs of the Company in future financial years.

### LIMITED LIABILITY OF MEMBERS (GUARANTEE)

The Company is incorporated under the *Corporations Act 2001* and is a Company limited by guarantee. If the Company is wound up, the constitution states that each member is required to contribute a maximum of \$1 each towards meeting any outstanding obligations of the Company.

As at 30 June 2022 the sole member of the Company was Housing Choices Australia Limited.

### INDEMNIFICATION AND INSURANCE OF DIRECTORS AND OFFICERS

The Company has entered into a deed of indemnity with directors. Under the deed, the Company, to the extent permitted by law, agrees to indemnify directors for any claims which may be brought against them arising out of their conduct as directors of the Company for which they may be held personally liable. The indemnity excludes liabilities which arise out of conduct which is fraudulent, criminal, dishonest, malicious or a wilful default of director's duties.

The Company has purchased insurance in respect of a contract insuring all the directors of the Company against legal costs incurred in defending proceedings for conduct involving:

- a wilful breach of duty; or
- a contravention of sections 182 or 183 of the *Corporations Act 2001*, as permitted by section 199B of the *Corporations Act 2001*.

The total amount of insurance contract premiums paid during the financial year ended 30 June 2022 was \$18,477 (2021: \$12,175).

### INDEMNIFICATION OF AUDITORS

To the extent permitted by law, the Company has agreed to indemnify its auditors, PricewaterhouseCoopers, as part of the terms of its audit engagement agreement against claims by third parties arising from the audit (for an unspecified amount). No payment has been made to indemnify PricewaterhouseCoopers during or since the financial year.

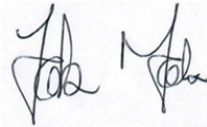
### AUDITOR'S INDEPENDENCE

The Auditor's Independence Declaration in relation to the audit for the year ended 30 June 2022 has been received by the Company.

Housing Choices Western Australia Limited - Financial Report

## **Directors' Report (continued)**

Signed in accordance with a resolution of the directors.

A handwritten signature in black ink, appearing to read 'Fabienne Michaux', is written over a light blue rectangular background.

Fabienne Michaux  
Director  
26 October 2022

## Housing Choices Western Australia Limited - Financial Report

## Statement of Profit or Loss and Other Comprehensive Income

for the year ended 30 June 2022

		2022 \$	2021 \$
	Note		
Revenue	3	22,922,222	20,632,747
Other income	4	20,714	59,179
Cost of goods sold		(236,055)	(378,046)
Property expenses		(8,106,960)	(7,545,425)
Management services expenses		(364,214)	-
Consultant expenses		(76,596)	(65,836)
Employee benefits expenses		(6,960,148)	(7,578,474)
Operating expenses	5	(1,861,212)	(2,108,376)
Finance costs	6	(641,728)	(585,316)
<b>Net operating profit</b>		4,696,023	2,430,453
Depreciation and amortisation expense	7	(1,734,970)	3,842,548
Capital grant income		424,232	-
<b>Profit before income tax</b>		3,385,285	6,273,001
<b>Net profit for the year</b>		3,385,285	6,273,001
<b>Items that will not be reclassified subsequently to profit or loss</b>			
Revaluation of land and buildings		16,895,564	-
<b>Total comprehensive income for the year</b>		20,280,849	6,273,001

The above statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes.



## Housing Choices Western Australia Limited - Financial Report

**Statement of Financial Position**

as at 30 June 2022

	Note	2022 \$	2021 \$
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and cash equivalents	8	9,990,711	907,295
Trade and other receivables	9	7,295,258	4,785,830
Other current assets	10	674,353	3,769,625
Inventories	11	344,000	562,944
<b>Total current assets</b>		<u>18,304,322</u>	<u>10,025,694</u>
<b>Non-current assets</b>			
Property, plant and equipment	12	197,953,891	176,407,875
Intangible assets	13	2,795	145,471
Other non-current financial assets	15	328,330	295,492
Right-of-use assets	14	3,255,757	3,596,528
<b>Total non-current assets</b>		<u>201,540,773</u>	<u>180,445,366</u>
<b>TOTAL ASSETS</b>		<u>219,845,095</u>	<u>190,471,060</u>
<b>LIABILITIES</b>			
<b>Current liabilities</b>			
Trade and other payables	16	7,322,089	2,111,348
Provisions	19	972,424	1,061,122
Lease liabilities	14	580,368	510,213
<b>Total current liabilities</b>		<u>8,874,881</u>	<u>3,682,683</u>
<b>Non-current liabilities</b>			
Interest bearing loans and borrowings	17	27,000,000	24,000,000
Other non-current financial liabilities	18	10,101,663	8,895,776
Provisions	19	223,294	189,383
Lease liabilities	14	2,936,363	3,275,173
<b>Total non-current liabilities</b>		<u>40,261,320</u>	<u>36,360,332</u>
<b>TOTAL LIABILITIES</b>		<u>49,136,201</u>	<u>40,043,015</u>
<b>NET ASSETS</b>		<u>170,708,894</u>	<u>150,428,045</u>
<b>EQUITY</b>			
Reserves		16,895,564	-
Retained earnings		<u>153,813,330</u>	<u>150,428,045</u>
<b>TOTAL EQUITY</b>		<u>170,708,894</u>	<u>150,428,045</u>

The above statement of financial position should be read in conjunction with the accompanying notes.

## Housing Choices Western Australia Limited - Financial Report

**Statement of Cash Flows**

for the year ended 30 June 2022

	<b>Note</b>	<b>2022</b> <b>\$</b>	<b>2021</b> <b>\$</b>
<b>Cash flows from operating activities</b>			
Receipts from operations		18,850,349	18,226,425
Payments to suppliers and employees		(11,072,500)	(21,525,905)
Operating grants received		3,871,849	3,038,109
Interest received		10,274	3,025
Interest paid		(641,728)	(585,317)
Net repayments to related parties		(248,724)	(95,570)
<b>Net cash flows from/(used in) operating activities</b>	23(b)	<u>10,769,520</u>	<u>(939,233)</u>
<b>Cash flows from investing activities</b>			
Proceeds from sale of property, plant and equipment		-	1,640,207
Purchase of property, plant and equipment		(4,177,044)	(673,484)
<b>Net cash flows (used in)/from investing activities</b>		<u>(4,177,044)</u>	<u>966,723</u>
<b>Cash flows from financing activities</b>			
Proceeds from loans and borrowings		3,000,000	-
Principal elements of lease payments		(509,060)	(428,876)
<b>Net cash flows from/(used in) financing activities</b>		<u>2,490,940</u>	<u>(428,876)</u>
Net increase/(decrease) in cash and cash equivalents		9,083,416	(401,386)
Cash and cash equivalents at beginning of period		907,295	1,308,681
<b>Cash and cash equivalents at end of year</b>	23(a)	<u><u>9,990,711</u></u>	<u><u>907,295</u></u>

The above statement of cash flows should be read in conjunction with the accompanying notes.

Housing Choices Western Australia Limited - Financial Report

# Statement of Changes in Equity

for the year ended 30 June 2022

	Asset revaluation reserve \$	Retained earnings \$	Total \$
<b>Year ended 30 June 2022</b>			
<b>At 1 July 2021</b>	-	150,428,045	150,428,045
Profit for the year	-	3,385,285	3,385,285
Other comprehensive income	16,895,564	-	16,895,564
<b>Total comprehensive income for the year</b>	16,895,564	3,385,285	20,280,849
<b>At 30 June 2022</b>	16,895,564	153,813,330	170,708,894
<b>Year ended 30 June 2021</b>			
<b>At 1 July 2020</b>	-	144,155,044	144,155,044
Profit for the year	-	6,273,001	6,273,001
<b>Total comprehensive income for the year</b>	-	6,273,001	6,273,001
<b>At 30 June 2021</b>	-	150,428,045	150,428,045

The above statement of changes in equity should be read in conjunction with the accompanying notes.

Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 1. Corporate information

The financial report of Housing Choices Western Australia Limited (the Company) for the year ended 30 June 2022 was authorised for issue in accordance with a resolution of the directors on 26 October 2022.

Housing Choices Western Australia Limited is a company limited by guarantee, incorporated and domiciled in Australia.

### 2. Summary of significant accounting policies

#### Basis of preparation

These general purpose financial statements have been prepared in accordance with the Australian Accounting Standards - Simplified Disclosures issued by the Australian Accounting Standards Board ("AASB") and the *Australian Charities and Not-for-Profits Commission Act 2012*. The financial report has been prepared on a historical cost basis, except for land and buildings, which have been measured at fair value.

The financial report is presented in Australian dollars.

#### a) New accounting standards and interpretations

##### (i) Changes to accounting policies and disclosures

The accounting policies adopted are consistent with those of the previous financial year.

##### (ii) New and amended Standards not yet adopted by the Company

Australian Accounting Standards and Interpretations that have recently been issued or amended but are not yet mandatory, have not been early adopted by the Company, for the annual reporting period ended 30 June 2022. The Company's assessment of the impact of these new or amended Accounting Standards and Interpretations, most relevant to the Company, are set out below:

#### **AASB 2020-1 Amendments to Australian Accounting Standards - Classifications of Liabilities as Current or Non-current**

This standard is applicable for annual reporting periods beginning on or after 1 January 2022. This standard amends AASB 101 to clarify requirements for the presentation of liabilities in the statement of financial position as current or non-current. The amendments clarify that a liability is classified as non-current if an entity has the right at the end of the reporting period to defer settlement of the liability for at least 12 months after the reporting period. The meaning of settlement of a liability is also clarified. The Company has assessed that there is unlikely to be any impact on the financial statements when these amendments will be first adopted.

#### b) Current and non-current classification

The Company presents assets and liabilities in the Statement of Financial Position based on current/non-current classification.

An asset is categorised as current when it is expected:

- to be realised or intended to be sold or consumed within the normal operating cycle; or
- it is held primarily for the purpose of trading; or
- to be realised within twelve months after the reporting period.

A liability is categorised as current when it is expected:

- to be settled in the normal operating cycle; or
- to be settled within twelve months after the reporting period.
- there is no unconditional right to defer the settlement of the liability for at least 12 months after the reporting period.

## Notes to the Financial Statements

for the year ended 30 June 2022

### 2. Summary of significant accounting policies (continued)

#### c) Comparatives

Where applicable, comparatives have been adjusted to disclose them on the same basis as current period figures.

#### d) Income tax and other taxes

The Company is exempt from income tax under Division 50 of the Income Tax Assessment Act 1997.

##### *Other taxes*

Revenues, expenses and assets are recognised net of the amount of Goods and Services Tax (GST) except:

- When the GST incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST is recognised as part of the cost of acquisition of the asset or as part of the expense item as applicable; and
- Receivables and payables are stated with the amount of GST included.

The net amount of GST recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the Statement of Financial Position. Cash flows are included in the Statement of Cash Flows on a gross basis and the GST component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority, are classified as operating cash flows. Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the taxation authority.

#### e) Other accounting policies

Other accounting policies that are relevant to the measurement basis used and are relevant to an understanding of the financial statements are provided throughout the notes to the financial statements.

### 3. Revenue

Revenue is recognised and measured at the fair value of the consideration received or receivable to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Any consideration deferred is treated as the provision of finance and is discounted at a rate of interest that is generally accepted in the market for similar arrangements. The difference between the amount initially recognised and the amount ultimately received is interest revenue.

Revenue is measured for the major business activities as follows:

- *Rental income*; received through ongoing ownership and management of rental housing, consisting of freestanding dwellings, townhouses and multi-unit apartment complexes. Recognised and brought to account on an accruals basis to the extent that the income is recoverable.
- *Management services*; including core activities of real estate management and National Rental Affordability Scheme (NRAS) incentive management to private landlords. Recognised and brought to account on an accruals basis.
- *Development property sales*; Revenue recognised to the Statement of Profit or Loss and Other Comprehensive Income upon completion of settlement in line with the sales contracts.
- *Government grants*; receipt of grant monies to fund projects either for contracted periods of time or for specific projects irrespective of the period of time required to complete those projects.

In cases where there is an 'enforceable' contract with a customer with 'sufficiently specific' performance obligations, the transaction is accounted for under AASB 15 *Revenue from Contracts with Customers* where income is recognised when (or as) the performance obligations are satisfied.

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 3. Revenue (continued)

In all other cases (where the contract is not 'enforceable' or the performance obligations are not 'sufficiently specific'), the transaction is accounted for under AASB 1058 *Income of Not-for-Profit Entities* where the Company:

- Recognises the asset in accordance with the requirements of other relevant applicable Australian Accounting Standards (e.g. AASB 9 *Financial Instruments*, AASB 16 *Leases*, AASB 116 *Property, Plant and Equipment* and AASB 138 *Intangible Assets*).
- Considers whether any other financial statement elements should be recognised ('related amounts') in accordance with the relevant applicable Australian Accounting Standard including:
  - contributions by owners (AASB 1004 *Contributions*)
  - a lease liability (AASB 16 *Leases*)
  - revenue, or a contract liability arising from a contract with a customer (AASB 15 *Revenue from Contracts with Customers*)
  - a financial instrument (AASB 9 *Financial Instruments*)
  - a provision (AASB 137 *Provisions, Contingent Liabilities and Contingent Assets*)
- Recognises income immediately in the Statement of Profit or Loss and Other Comprehensive Income for the excess of the initial carrying amount of the asset over any related amounts recognised.

The disaggregation of revenue from contracts with customers is as follows:

	2022 \$	2021 \$
<i>Services transferred over time</i>		
Rental income	18,463,928	16,772,910
Management services	318,908	513,546
Operating grants	3,871,849	3,038,109
<i>Services transferred at a point in time</i>		
Development property sales	267,537	308,182
	<u>22,922,222</u>	<u>20,632,747</u>

### 4. Other income

#### *Interest income*

Interest income is recognised as the interest accrues using the effective interest method. This is a method of calculating the amortised cost of a financial asset and allocating the interest income over the relevant period using the effective interest rate, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to the net carrying amount of the financial asset.

#### *Other income*

Other income is brought to account on an accruals basis.

	2022 \$	2021 \$
Interest income	10,274	3,025
Other income	10,440	56,154
	<u>20,714</u>	<u>59,179</u>

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 5. Operating expenses

For short-term leases (lease term of less than one year) and leases of low-value assets (such as tablet and personal computers, small items of office furniture and telephones), the Company has opted to recognise a lease expense on a straight-line basis as permitted by AASB 16. This expense is presented within 'Operating expenses' in the Statement of Profit or Loss and Other Comprehensive income.

The expense relating to payments for short-term leases not included in the measurement of the lease liability is \$47,264 (2021: \$59,428).

### 6. Finance costs

All borrowing costs are expensed in the period they occur.

	2022 \$	2021 \$
Facility and establishment fees	164,110	163,957
Interest expense - on bank overdrafts and loans	171,595	147,966
Interest expense on lease liabilities	306,023	273,393
	<u>641,728</u>	<u>585,316</u>

### 7. Depreciation and amortisation expense

	2022 \$	2021 \$
Depreciation - property, plant and equipment	2,002,488	1,898,287
Depreciation - right-of-use assets	592,014	576,980
Amortisation	142,676	144,592
Loss on disposal of asset	-	82,115
Revaluation gain reversing previous impairment	(1,002,208)	(6,544,522)
	<u>1,734,970</u>	<u>(3,842,548)</u>

### 8. Cash and cash equivalents

Cash and cash equivalents in the Statement of Financial Position comprise cash at bank and in hand and short-term deposits with an original maturity of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

	2022 \$	2021 \$
Cash at bank and in hand	9,990,711	907,295
	<u>9,990,711</u>	<u>907,295</u>

The Company holds \$23,500 (2021: \$15,000) in cash and cash equivalents, which relate to third party funds and are therefore not available for general use by the Company.

### 9. Trade and other receivables

Trade receivables, which generally have 1-30 day terms, are recognised at fair value less an allowance for impairment. Collectability of trade receivables is reviewed on an ongoing basis and individual debts that are known to be uncollectible are written off when identified.

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 9. Trade and other receivables (continued)

	2022 \$	2021 \$
Trade receivables	7,849,100	4,297,412
Expected credit losses of trade receivables	(626,521)	(669,005)
	<u>7,222,579</u>	<u>3,628,407</u>
Other receivables	72,679	985,350
Related party receivables	-	172,073
	<u>7,295,258</u>	<u>4,785,830</u>

Amounts due from related parties are non-interest bearing and are repayable upon demand. These amounts are non-trade in nature, unsecured and are to be settled in cash. The carrying values of these amounts approximate their fair values due to their short-term nature.

Transactions between related parties are on normal commercial terms and conditions no more favourable than those available to other parties unless otherwise stated, as disclosed in Note 24.

#### Expected credit losses of receivables

Trade and other receivables are non-interest bearing and are generally on 30 day terms. A provision for impairment loss is recognised when there is objective evidence that an individual trade or other receivable is impaired.

<b>Expected credit losses as at 30 June 2020</b>	811,204
Charge for the year for trade receivables	204,552
Written off	<u>(346,751)</u>
<b>Expected credit losses as at 30 June 2021</b>	669,005
Charge for the year for trade receivables	369,301
Written off	<u>(411,785)</u>
<b>Expected credit losses as at 30 June 2022</b>	<u>626,521</u>
<b>Comprising</b>	
Expected credit losses - trade receivables	<u>626,521</u>

The age of trade receivables is as follows:

	Gross amount \$	Expected credit losses \$	Past due but not impaired (days overdue)				Within initial trade terms \$
			<30 \$	30-61 \$	61-90 \$	>90 \$	
<b>2022</b>	7,849,100	626,521	3,846,615	40,330	45,229	-	3,290,405
<b>2021</b>	4,297,412	669,005	131,225	36,977	17,536	-	3,442,669

The Company holds no financial assets whose terms have been renegotiated, but which would otherwise be past due or impaired.



## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 10. Other current assets

	2022 \$	2021 \$
Prepayments	674,353	3,769,625
	<u>674,353</u>	<u>3,769,625</u>

Included in 2021 prepayments was a \$3.2m deposit made for the purchase of properties in Western Australia, which was settled on 2 July 2021.

### 11. Inventories

	2022 \$	2021 \$
Development properties held for sale	344,000	562,944
	<u>344,000</u>	<u>562,944</u>

Inventories comprise of development property units identified for sale and are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Cost of sales comprises costs associated with the property and selling costs. The cost of inventories recognised as an expense, but directly associated with the cost of property was \$236,055 (2021: \$378,035).

The cost of inventories includes fixed and variable costs relating to the specific contracts and those costs that are attributable to the contract activity in general and that can be allocated on a reasonable basis.

Write-downs of inventories to net realisable value recognised as an expense was \$4,273 (2021: \$170,223).

The Company had entered into a Development Agreement with BGC Development Pty Ltd in the financial year ending 30 June 2017 to develop land with dwellings that meet the demand for Affordable Housing and housing options in the Baldivis area. The Agreement requires unanimous consent from both parties for all relevant activities.

Construction was completed in the financial year ended 30 June 2018 and the developed units are being marketed for sale.

The principal place of business of the joint operation is in Australia.

### 12. Property, plant and equipment

Property, plant and equipment is stated at historical cost or fair value as indicated, less depreciation and impairment losses. Repairs and maintenance are recognised in the Statement of Profit or Loss and Other Comprehensive Income as incurred.

#### Property

Land and buildings are initially recognised at cost. Subsequent to recognition, land and buildings are measured at fair value using the revaluation model, less accumulated depreciation on buildings and impairment losses. Valuations are performed with sufficient frequency to ensure that the carrying amount of a revalued asset does not differ materially from its fair value.

## Notes to the Financial Statements

for the year ended 30 June 2022

### 12. Property, plant and equipment (continued)

#### *Change in Accounting Policy*

On 1 July 2020, the Company changed its accounting policy for land and buildings from the cost approach to the revaluation model under AASB 116 *Property, Plant and Equipment*. The purpose of the change in accounting policy was to align accounting treatment with the wider HCA Group.

The change in accounting policy has been applied retrospectively from the earliest period for which retrospective application is practicable, being 1 July 2020. The impact of the retrospective change in the previous reporting periods was noted below:

	<b>Revaluation Model 2021 \$</b>
<i>Impact on the Statement of Profit or Loss and Other Comprehensive Income</i>	
Increase in asset write-off	(1,726,170)
Revaluation gain reversing previous impairment	<u>8,270,692</u>
	<u>6,544,522</u>
<i>Impact on the Statement of Financial Position</i>	
Increase in Land and Buildings	15,218,511
Increase in Equity interests in properties	221,787
Increase in Other non-current financial liabilities	<u>(8,895,776)</u>

#### *Plant and equipment*

Plant and equipment are measured on the cost basis less depreciation and impairment losses. The carrying amount of plant and equipment is reviewed annually by directors to ensure it is not in excess of the recoverable amount of these assets.

#### *Self-constructed assets*

The cost of property, plant and equipment constructed within the Company includes the cost of materials, direct labour, an appropriate proportion of fixed and variable overheads and interest costs. Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the Statement of Profit or Loss and Other Comprehensive Income during the financial period in which they are incurred.

#### *Depreciation*

The depreciable amount of all property, plant and equipment including building and capitalised lease assets, but excluding freehold land, is depreciated on a straight line basis over their useful lives commencing from the time the asset is held ready for use and is charged to the Statement of Profit or Loss and Other Comprehensive Income. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

Depreciation is calculated on a straight-line basis over the estimated useful life of the specific assets as follows:

Land	not depreciated
Buildings	40 years
Plant and equipment	5 to 10 years
Leasehold improvements	3 years

## Notes to the Financial Statements

for the year ended 30 June 2022

### 12. Property, plant and equipment (continued)

#### *Depreciation (continued)*

The assets' residual values, useful lives and amortisation methods are reviewed, and adjusted if appropriate, at each financial year end.

#### *Revaluations of property*

Any revaluation increment is credited to the asset revaluation reserve included in equity, except to the extent that it reverses a revaluation decrement for the same asset class previously recognised in the Statement of Profit or Loss and Other Comprehensive Income, in which case the increment is recognised in the Statement of Profit or Loss and Other Comprehensive Income.

Any revaluation decrement is recognised in the Statement of Profit or Loss and Other Comprehensive Income, except to the extent that it offsets a previous revaluation increment for the same asset class, in which case the decrement is taken directly to the asset revaluation reserve to the extent of the existing balance in the revaluation reserve for that class of asset.

#### *Work in progress*

Work in progress consists of construction work in progress and project development costs. Project development and construction costs are capitalised in the Statement of Financial Position only when it is considered highly likely that the project will proceed and economic benefits from the project will flow to the Company. Work in progress is stated at cost less any recognised impairment loss. On completion of the development project, the carrying value is reclassified in the Statement of Financial Position as land and buildings.

#### *Impairment of non-financial assets*

Non-financial assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

At each reporting date, the Company conducts an annual internal review of asset values, which is used as a source of information to assess for any indicators of impairment. External factors, such as changes in expected future processes, technology and economic conditions, are also monitored to assess for indicators of impairment. If any indication of impairment exists, an estimate of the asset's recoverable amount is calculated.

An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. Recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows that are largely independent of the cash inflows from other assets or groups of assets (Cash Generating Unit).

#### *Revaluation in the year*

The revalued land and buildings consist of rental properties in Australia. Management determined that these constitute one class of asset under AASB 13 *Fair Value Measurement*, based on the nature, characteristics and risks of the properties.

The outbreak of the Novel Coronavirus (COVID-19) and war in Ukraine has impacted global financial markets and supply chains. The basis of establishing fair values for land and buildings and the reviews performed to ensure their reasonableness are outlined below.

The Company applies a three-year rotational policy for independent fair value assessments. The approach under this policy is to:

- carry out External Valuations (independent external Full, Kerbside or In-one-line valuations) of approximately one third of the property portfolio;
- carry out Desktop Assessment (carried out by an independent external valuer) for the remaining portfolio not selected for Full, Kerbside or In-one-line valuations;

## Notes to the Financial Statements

for the year ended 30 June 2022

### 12. Property, plant and equipment (continued)

#### *Revaluation in the year (continued)*

- apply Kerbside Valuations and Desktop Assessments to Similar Properties. Properties are considered to be similar where there are units on the same floor level with the same number of bedrooms. For Similar Properties, only one of the units is selected for External Valuation or Desktop Assessment and the value established from that will be applied to any other similar units.

Example: in a block of units a 1-bedroom apartment on level 2 would be considered similar to the other 1 bedroom apartments on level 2 of the same block. These units would not be considered similar to 2-bedroom units on level 2, or 1 bedroom units on level 3, or 1 bedroom units in a different block.

The revaluation of property policy further allows:

- the application of valuations obtained from the samples described above, across the property portfolio, to properties in similar locations and or suburbs; and
- the use of Rich Property Data ("RP Data") to calculate the movement in the portfolio, where there is no comparable external valuation of a property in the area.

Neither of these methods have been used in the valuations as all properties were included either as External Valuations or Desktop Assessment including those values applied to Similar Properties.

In consultation with valuers performing the valuation, the valuation reports are reviewed for reasonableness and consistency with what is being experienced in the market by Management. Valuation processes and fair values are approved annually by the Audit, Assurance and Risk Committee, and Board, in line with the Company's reporting dates.

The fair values are recognised in the financial report of the Company. At each reporting date, the organisation reviews the carrying amounts of its property assets to determine changes in their fair value. An adjustment of \$18,595,054 was made at 30 June 2022 to increase the carrying amount of land and buildings of the Company to fair value (2021: \$17,058,281). In addition, there was an increase in the fair value of Equity interests in leased properties of \$32,838 (2021: \$108,187). The increase in these carrying values is recognised as an increase in Mixed Equity liabilities of \$730,120 (2021: \$8,895,776), the reversal of prior fair value impairments of \$1,002,208 (2021: impairment loss of \$8,270,692), and the remainder recognised as Other Comprehensive Income.

The following table provides information about the sensitivity of the carrying amounts of its property asset (Land and buildings) should the fair value increase/decrease by 5%:

	<b>Other comprehensive income higher/(lower)</b>	
	<b>2022</b>	<b>2021</b>
	<b>\$</b>	<b>\$</b>
+ 5%	9,846,750	8,773,281
- 5%	(9,846,750)	(8,773,281)

#### *Residual claim on assets*

The Company is a recipient of capital grants and contributions of assets by various statutory bodies which generally retain a legal interest in the properties and place certain restrictions on the use of those assets. While there are a number of different arrangements in place, the restrictions generally have the effect of preventing legal dealings of these properties without the consent of the relevant statutory bodies under the respective agreements. The Company is able to borrow against these property assets and secure borrowings by mortgage.

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 12. Property, plant and equipment (continued)

Cost or valuation	Land and buildings \$	Work in Progress \$	Motor vehicles \$	Plant and equipment \$	Total \$
<b>At 1 July 2020</b>	191,993,215	405,721	53,360	2,251,408	194,703,704
Additions	497,111	-	-	11,049	508,160
Disposals	(2,813,000)	-	-	-	(2,813,000)
Revaluations	(14,038,101)	-	-	-	(14,038,101)
Transfers	(173,600)	(363,957)	-	-	(537,557)
<b>At 30 June 2021</b>	175,465,625	41,764	53,360	2,262,457	177,823,206
Additions	4,712,879	146,056	-	94,515	4,953,450
Revaluations	16,756,496	-	-	-	16,756,496
<b>At 30 June 2022</b>	196,935,000	187,820	53,360	2,356,972	199,533,152

#### Depreciation and impairment

<b>At 1 July 2020</b>	30,502,367	-	43,280	1,214,609	31,760,256
Charge for the year	1,740,846	-	3,441	154,001	1,898,288
Disposals	(1,146,831)	-	-	-	(1,146,831)
Revaluations	(31,096,382)	-	-	-	(31,096,382)
<b>At 30 June 2021</b>	-	-	46,721	1,368,610	1,415,331
Charge for the year	1,838,558	-	3,185	160,745	2,002,488
Revaluations	(1,838,558)	-	-	-	(1,838,558)
<b>At 30 June 2022</b>	-	-	49,906	1,529,355	1,579,261

#### Net book value

At 30 June 2022	196,935,000	187,820	3,454	827,617	197,953,891
At 30 June 2021	175,465,625	41,764	6,639	893,847	176,407,875

### 13. Intangible assets

Intangible assets acquired separately are initially measured at cost. Following initial recognition, intangible assets are carried at cost less amortisation and impairment losses. The useful lives of intangible assets are assessed to be either finite or indefinite. Intangible assets with finite lives are amortised over their useful life and tested for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method for an intangible asset with a finite useful life is reviewed at each financial year end. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are changes to an accounting estimate and are accounted for prospectively by changing the amortisation period or method, as appropriate. The amortisation expense for intangible assets with finite lives is recognised in the Statement of Profit or Loss and Other Comprehensive Income in the expense category consistent with the function of the intangible asset to which the amortisation relates.

Specific amortisation is calculated on a straight-line basis over the estimated useful life of the specific asset as follows:

Software development costs 5 - 8 years

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 13. Intangible assets (continued)

	<b>Software Development Costs \$</b>
<b>Cost</b>	
<b>At 1 July 2020, 30 June 2021 and 30 June 2022</b>	<u>1,399,697</u>
<b>Accumulated amortisation</b>	
<b>At 1 July 2020</b>	1,109,634
Charge for the year	<u>144,592</u>
<b>At 30 June 2021</b>	1,254,226
Charge for the year	<u>142,676</u>
<b>At 30 June 2022</b>	<u>1,396,902</u>
<b>Net book value</b>	
At 30 June 2022	<u>2,795</u>
At 30 June 2021	<u>145,471</u>

### 14. Leases

The Company assesses whether a contract is or contains a lease, at inception of the contract. The Company recognises a right-of-use asset and a corresponding lease liability with respect to all lease arrangements in which it is the lessee, except for short-term leases (defined as leases with a lease term of 12 months or less) and leases of low value assets (such as tablets and personal computers, small items of office furniture and telephones). For these leases, the Company recognises the lease payments as an operating expense on a straight-line basis over the term of the lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased assets are consumed.

Contracts may contain both lease and non-lease components. For leases where both lease and non-lease components exist, predominately motor vehicle contracts, the Company has elected not to split the payments into lease and non-lease components.

Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. The lease arrangements do not impose any covenants other than the security interests in the leased assets that are held by the lessor. Leased assets may not be used as security for borrowing purposes.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Company uses its incremental borrowing rate.

Lease payments included in the measurement of the lease liability comprise:

- Fixed lease payments (including in-substance fixed payments), less any lease incentives receivable;
- Variable lease payments that depend on an index or rate, initially measured using the index or rate at the commencement date;
- Amounts expected to be payable by the Company under residual value guarantees;
- The exercise price of a purchase option if the Company is reasonably certain to exercise that option; and
- Payments of penalties for terminating the lease, if the lease term reflects the exercise of an option to terminate the lease.

## Notes to the Financial Statements

for the year ended 30 June 2022

### 14. Leases (continued)

The lease liability is presented as a separate line in the statement of financial position. The lease liability is subsequently measured by increasing the carrying amount to reflect interest on the lease liability (using the effective interest method) and by reducing the carrying amount to reflect the lease payments made.

The Company remeasures the lease liability (and makes a corresponding adjustment to the related right-of-use asset) whenever:

- The lease term has changed or there is a significant event or change in circumstances resulting in a change in the assessment of exercise of a purchase option, in which case the lease liability is remeasured by discounting the revised lease payments using a revised discount rate.
- The lease payments change due to changes in an index or rate or a change in expected payment under a guaranteed residual value, in which cases the lease liability is remeasured by discounting the revised lease payments using an unchanged discount rate (unless the lease payments change is due to a change in a floating interest rate, in which case a revised discount rate is used).
- A lease contract is modified and the lease modification is not accounted for as a separate lease, in which case the lease liability is remeasured based on the lease term of the modified lease by discounting the revised lease payments using a revised discount rate at the effective date of the modification.

During the year, the financial effect of revising lease terms to reflect the effect of exercising extension and termination options was a decrease in recognising lease liabilities and right-of-use assets of \$9,000 (2021: \$589,000).

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement day, less any lease incentives received and any initial direct costs. They are subsequently measured at cost less accumulated depreciation and impairment losses.

The discount rate used ranges from 4.07% to 6.40%. This discount rate is based on the Company's estimated incremental borrowing rate for unsecured liabilities and therefore reflects the Company's credit position. Whenever the Company incurs an obligation for costs to dismantle and remove a leased asset, restore the site on which it is located or restore the underlying asset to the condition required by the terms and conditions of the lease, a provision is recognised and measured under AASB 37 *Provisions, Contingent Liabilities and Contingent Assets*. These costs are not included in the computation of the right-of-use asset or lease liability.

Right-of-use assets are depreciated over the shorter period of lease term and useful life of the underlying asset. If a lease transfers ownership of the underlying asset or the cost of the right-of-use asset reflects that the Company expects to exercise a purchase option, the related right-of-use asset is depreciated over the useful life of the underlying asset. The depreciation starts at the commencement date of the lease.

The right-of-use assets are presented as a separate line in the statement of financial position.

The Company applies AASB 36 *Impairment of Assets* to determine whether a right-of-use asset is impaired and accounts for any identified impairment loss as described in the 'Property, Plant and Equipment' policy.

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 14. Leases (continued)

#### a) Right-of-use assets

	Buildings \$	Plant and Equipment \$	Vehicles \$	Total \$
<b>Cost</b>				
<b>At 30 June 2020</b>	5,280,734	120,536	37,607	5,438,877
Additions	-	27,958	-	27,958
Disposals/write-off	(81,420)	(120,466)	-	(201,886)
Modification	(526,105)	(70)	355	(525,820)
<b>At 30 June 2021</b>	4,673,209	27,958	37,962	4,739,129
Additions	244,699	-	7,354	252,053
Disposals/write-off	-	-	(9,930)	(9,930)
Modification	(3,160)	(957)	(880)	(4,997)
<b>At 30 June 2022</b>	4,914,748	27,001	34,506	4,976,255
<b>Accumulated depreciation</b>				
<b>At 1 July 2020</b>	672,832	80,357	6,108	759,297
Charge of the year	582,372	38,935	18,980	640,287
Disposals/write-off	(81,420)	(112,255)	-	(193,675)
Modification	(63,318)	(48)	58	(63,308)
<b>At 30 June 2021</b>	1,110,466	6,989	25,146	1,142,601
Charge of the year	566,637	9,000	16,377	592,014
Disposals/write-off	-	-	(9,930)	(9,930)
Modification	(3,068)	(239)	(880)	(4,187)
<b>At 30 June 2022</b>	1,674,035	15,750	30,713	1,720,498
<b>Net book value</b>				
At 30 June 2022	3,240,713	11,251	3,793	3,255,757
At 30 June 2021	3,562,743	20,969	12,816	3,596,528



## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 14. Leases (continued)

#### b) Lease liabilities

Lease liabilities are presented in the statement of financial position as follows:

	2022 \$	2021 \$
<b>Current liabilities</b>		
Buildings	567,187	488,006
Vehicles	3,752	12,987
Plant and equipment	9,429	9,220
	<u>580,368</u>	<u>510,213</u>
<b>Non-current liabilities</b>		
Buildings	2,933,911	3,263,108
Plant and equipment	2,452	12,065
	<u>2,936,363</u>	<u>3,275,173</u>
	<b>2022 \$</b>	<b>2021 \$</b>
<i>Future lease payments in relation to lease liabilities as at period end</i>		
Within one year	720,228	654,826
One to five years	2,982,435	2,701,188
More than five years	240,687	955,418
	<u>3,943,350</u>	<u>4,311,432</u>

### 15. Other non-current financial assets

Investments and financial assets in the scope of AASB 9 *Financial Instruments* are categorised as either financial assets measured at amortised cost, fair value through other comprehensive income ("FVOCI") or fair value through profit or loss ("FVTPL"). Financial assets are classified according to their contractual cash flow characteristics and the business model under which they are held.

Financial assets are recognised initially at fair value plus transaction costs, except in the case of financial assets recorded at fair value through profit or loss.

The impairment requirements for financial assets are based on a forward-looking expected credit loss ("ECL") model. Under the impairment approach, the loss allowance reduces the carrying amount of the financial asset. That is, it reduces the gross carrying value rather than recognising an impairment loss as a separate provision against the gross value of the receivables.

#### *Amortised cost*

The financial asset is measured at the amount recognised at initial recognition minus principal repayments, plus or minus the cumulative amortisation of any difference between that initial amount and the maturity amount, and any loss allowance. Changes in fair value are recognised in profit and loss when the asset is derecognised or reclassified.

#### *Financial assets at fair value through other comprehensive income*

The financial asset is measured at fair value.

## Notes to the Financial Statements

for the year ended 30 June 2022

### 15. Other non-current financial assets (continued)

#### *Financial assets at fair value through profit or loss*

The financial asset is measured at fair value. Changes in fair value are recognised in profit and loss as they arise.

#### *Equity interests in properties*

Equity interests in properties represent investments in properties that are owned by Government of Western Australia Housing Authority and managed by the Company. The Company has contributed up to 20% of the capital value of these properties. These investments are initially stated at historical cost of the contribution and are subsequently measured at fair value using the revaluation model at each balance sheet date.

#### *Loans and receivables*

Loans and receivables, including loan notes which are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market, are carried at amortised cost using the effective interest rate method. Gains and losses are recognised in the Statement of Profit or Loss and Other Comprehensive Income when the loans and receivables are derecognised or impaired. These are included in current assets, except for those with maturities greater than twelve months after the reporting date, which are classified as non-current assets.

	2022 \$	2021 \$
Equity interests in properties	308,330	275,492
Shares held in Access Housing Realty Pty Ltd	20,000	20,000
	328,330	295,492

### 16. Trade and other payables

Trade and other payables are carried at amortised cost and due to their short term nature they are not discounted. They represent liabilities for goods and services provided to the Company prior to the end of the financial year that are unpaid and arise when the Company becomes obliged to make future payments in respect of the purchase of these goods and services.

Deferred income, otherwise known as contract liabilities, represent the Company's obligation to transfer goods or services to a customer and are recognised when a customer pays consideration, or when the Company recognises a receivable to reflect its unconditional right to consideration (whichever is earlier) before the Company has transferred the goods or services to the customer.

	2022 \$	2021 \$
Trade payables	869,021	332,678
Deferred income	4,251,292	663,646
Other payables and accruals	2,181,856	1,115,024
Related party payables	19,920	-
	7,322,089	2,111,348

Amounts due to related parties are non-interest bearing and are repayable on demand. These amounts are unsecured. Amounts due to related parties are non-interest bearing and are repayable on demand. These amounts are unsecured and are to be settled in cash.

Transactions between related parties are on normal commercial terms and conditions no more favourable than those available to other parties unless otherwise stated, as disclosed in Note 24.

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 17. Interest bearing loans and borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method.

Borrowings are classified as current liabilities unless the Company has an unconditional right to defer settlement of the liability for at least twelve months after the reporting date.

	2022 \$	2021 \$
<b>Non-current liabilities</b>		
Loan facilities	27,000,000	24,000,000
	<u>27,000,000</u>	<u>24,000,000</u>

The total facility available to the Company as of 30 June 2022 is \$32.8m (2021: \$32.8m) being the lesser of \$40.0m and an amount equivalent to 40% of the aggregate independent in line value of properties as specified in the loan agreement based on the independent in line valuations performed in 2019, which amounted to \$82.1m. There is a tripartite agreement in place between the Commonwealth Bank of Australia, Government of Western Australia Housing Authority and the Company covering this facility. \$5.8m of the facility remains undrawn as at 30 June 2022. The facility was extended to November 2023.

The carrying amounts of non-current assets of the Company pledged as security:

	2022 \$	2021 \$
First Mortgage	98,925,000	90,619,125
	<u>98,925,000</u>	<u>90,619,125</u>

### 18. Other non-current financial liabilities

Other non-current financial liabilities include mixed equity liabilities. Mixed equity liabilities relate to contributions made by the Government of Western Australia Housing Authority. These contributions are repayable when the asset is sold. The liability is based on the Government of Western Australia Housing Authority's share of asset value of the property following a property valuation. The Government of Western Australia Authority receives a share of the appropriate asset value at time of settlement.

After initial recognition, mixed equity liabilities are recognised at a value that reflects changes in fair value of the assets to which the mixed equity liabilities relate.

	2022 \$	2021 \$
<b>Non-current liabilities</b>		
Other non-current financial liabilities	10,101,663	8,895,776
	<u>10,101,663</u>	<u>8,895,776</u>

### 19. Provisions

Provisions are recognised when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

## Notes to the Financial Statements

for the year ended 30 June 2022

### 19. Provisions (continued)

When the Company expects some or all of a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognised as a separate asset but only when the reimbursement is virtually certain. The expense relating to any provision is presented in the Statement of Profit or Loss and Other Comprehensive Income net of any reimbursement.

Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the reporting date. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects the time value of money and the risks specific to the liability. The increase in the provision resulting from the passage of time is recognised in finance costs.

	2022 \$	2021 \$
<b>Current liabilities</b>		
Provision for annual leave	567,166	650,977
Provision for long service leave	405,258	410,145
	<u>972,424</u>	<u>1,061,122</u>
<b>Non-current liabilities</b>		
Other provisions	89,375	-
Provision for long service leave	133,919	189,383
	<u>223,294</u>	<u>189,383</u>

### 20. Capital management

Management controls liquid funds of the Company to ensure that adequate cash is available to fund operations. This includes the maintenance of minimum cash, and other near-liquid reserves, to ensure short term operational and other non-discretionary financial obligations are able to be met. Liquidity targets are set in order to meet the requirements of forecast operational cash outflows, considering cashflows from one to six months, and the needs of capital projects. The Company's debt and capital consist of financial liabilities, supported by financial assets. In some cases, particularly in relation to funding received through bank loans issued by the Commonwealth Bank of Australia, debt is drawn prior to the commencement of projects to which the funds will be applied. As a result, surplus cash reserves are held in the short-term until they are deployed against capital commitments. Surplus funds are invested to optimise the balance between generating a return and minimising risk, and ensuring funds are available when required to meet capital and other commitments.

Management effectively manage the Company's capital by assessing the Company's financial risks and responding to changes in these risks. These responses may include the consideration of debt levels and application for further grants.

There have been no changes in the strategy adopted by management to control the capital of the Company since the previous year. This strategy is to ensure that sufficient cash is on hand to meet trade and sundry payables and continue providing the resources and services for which the Company was established.

### 21. Capital and leasing commitments

#### Operating lease commitments

	2022 \$	2021 \$
<b>Non-cancellable operating leases contracted for but not capitalised in the financial statements</b>		
Payable - minimum lease payments		
Not later than 12 months	9,147	16,512
	<u>9,147</u>	<u>16,512</u>

## Notes to the Financial Statements

for the year ended 30 June 2022

### 21. Capital and leasing commitments (continued)

#### Operating lease commitments (continued)

Lease contracts have a remaining lease term of less than 12 months and are therefore classified as short-term leases under AASB 16. Lease payments are recognised as an operating expense on a straight-line basis over the term of the lease.

#### Capital expenditure commitments

	2022 \$	2021 \$
<b>Capital expenditure contracted for but not capitalised in the financial statements</b>		
Land and buildings		
Not later than 12 months	2,218,503	5,413,365
	<u>2,218,503</u>	<u>5,413,365</u>

Capital expenditure commitments of \$2.2m relate to a commitment to replace assets that were disposed under the Asset Renewal Program - \$1.6m (2021: \$3.4m) and assets that were disposed as part of the Royalties for Regions funding under South West Ageing in Place Housing Pilot project - \$0.6m (2021: \$0.6m).

There are no other capital commitments as at 30 June 2022.

### 22. Contingent liabilities and contingent assets

#### a) Contingent assets

In prior year, the Company has entered into unconditional\* sales contracts with external parties for the sale of some of its inventories and assets held for sale. The contracted value as at 30 June 2021 was \$369,581 net of selling costs. Of this contracted value, \$369,581 net of selling costs, has been settled in July 2021.

*\*excluding conditions that are usual and customary for sales of such assets and are considered a formality, such as encumbrance removals*

There were no other contingent assets at 30 June 2022.

#### b) Contingent liabilities

The Company has an unsecured contingent liability facility from Commonwealth Bank of Australia of \$450,000 of which \$411,237 is pledged as bank guarantee for its Rivervale office lease.

There are no other contingent liabilities as at 30 June 2022.

### 23. Cash flow information

#### a) Reconciliation of cash and cash equivalents

	2022 \$	2021 \$
Cash at bank and in hand	9,990,711	907,295
	<u>9,990,711</u>	<u>907,295</u>

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 23. Cash flow information (continued)

#### b) Reconciliation of net profit after income tax to net cash flows from operations

	2022 \$	2021 \$
<b>Profit after income tax</b>	3,385,285	6,273,001
Less capital grants	(424,232)	-
<b>Non-cash items in profit</b>		
Depreciation, impairment and amortisation	1,734,970	(3,842,548)
Net gain on disposal of property, plant and equipment	-	(56,154)
Other non-cash items:		
Decrease in trade and other receivables	339	183,126
Decrease/(increase) in other current assets	3,795,787	(3,323,326)
Increase/(decrease) in trade and other payables	2,332,159	(325,419)
(Decrease)/increase in provisions	(54,788)	152,087
<b>Net cash flows from/(used in) operations</b>	<u>10,769,520</u>	<u>(939,233)</u>

#### c) Non-cash financing and investing activities

The Company has access to financing facilities at 30 June 2022 as indicated below. The Company expects to meet its other obligations from operating cash flows and proceeds of maturing financial assets.

	2022 \$	2021 \$
Amount used	27,000,000	24,000,000
Amount unused	5,822,000	8,822,000
	<u>32,822,000</u>	<u>32,822,000</u>

There were no non-cash financing or investing activities during the year (2021: Nil).

### 24. Related party transactions

#### a) Key management personnel

The aggregate compensation made to directors and other key management personnel of the Company is set out below:

	2022 \$	2021 \$
<b>Directors</b>		
Short-term benefits	818,115	617,941
<b>Total compensation paid to directors</b>	<u>818,115</u>	<u>617,941</u>
<b>Other key personnel</b>		
Short-term benefits	2,246,520	2,006,800
<b>Total compensation paid to other key personnel</b>	<u>2,246,520</u>	<u>2,006,800</u>

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2022

### 24. Related party transactions (continued)

#### a) Key management personnel (continued)

The compensation disclosed for 2022 relates to the total amount paid to all directors and key management personnel for their role in planning, directing or controlling the activities of all entities within the HCA Group.

#### b) Transactions with related parties

Housing Choices Australia Limited manages payments to suppliers and receipts from operations on behalf of each group entity, this includes the management of the group GST returns with the ATO. These payments and receipts are subsequently recharged or transferred back to/from the related party. As at 30 June 2022, the amount due to related parties is mainly due to the timing of the related party settlement.

Transactions between related parties are on normal commercial terms and conditions no more favourable than those available to other parties unless otherwise stated.

During the current financial year, Housing Choices Australia Limited and other related parties provided/(received) project development, shared operation services and management services (including risk and treasury management, compliance and governance monitoring) to/(from) the Company. An administration fee is charged/(receipts) for the provision of these services and the amounts charged/(receipts) is as follows:

	2022 \$	2021 \$
Housing Choices Australia Limited	1,468,102	1,180,149
Housing Choices Tasmania Limited	(539,559)	(586,762)
Housing Choices South Australia Limited	(306,659)	(461,315)
Housing Choices New South Wales Limited	(83,386)	(117,826)
Urban Choices Property Limited	6,610	(3,863)
Singleton Equity Housing Limited	(50,413)	(48,018)
Disability Housing Limited	(79,135)	(72,399)
Disability Housing Trust	(8,596)	(14,178)
Inner City Social Housing Trust	(1,981)	(2,842)
Ecumenical Housing Trust	(40,769)	(61,306)
	<u>364,214</u>	<u>(188,360)</u>

As at 30 June 2021, the amount due from related party receivables comprise of dividend receivable of \$76,503 from Access Housing Realty Pty Ltd. This amount was written off in 2022 as a loan forgiveness by the Company.

#### c) Director related entities

There were no transactions with personally related entities of directors during the financial year ending 30 June 2022 (2021: Nil).

### 25. Events after the Balance Sheet date

No other matters or circumstances have arisen since 30 June 2022 that has significantly affected, or may significantly affect the Company's operations, the results or the Company's state of affairs in future financial years.

## Housing Choices Western Australia Limited - Financial Report

**Notes to the Financial Statements**

for the year ended 30 June 2022

**26. Auditor's remuneration**

	2022 \$	2021 \$
Auditing the financial report	42,000	48,750
	<u>42,000</u>	<u>48,750</u>

**27. Company details**

The registered office and principal place business of the Company is:

**Rivervale**Level 7, 25 Rowe Ave  
Rivervale  
Western Australia 6103**Other offices:****Mandurah**4 Stevenson Street  
PO Box 1200  
Mandurah WA 6210**Bunbury**Level 1  
25 Victoria Street  
PO Box 1539  
Bunbury WA 6230



## Housing Choices Western Australia Limited - Financial Report

## Directors' Declaration

In accordance with a resolution of the directors of Housing Choices Western Australia Limited, I state that:

In the opinion of the directors:

- (a) the financial statements and notes of the Company for the financial year ended 30 June 2022 are in accordance with the *Australian Charities and Not-for-Profits Commission Act 2012*, including:
  - (i) Giving a true and fair view of the Company's financial position as at 30 June 2022 and of its performance for the year ended on that date.
  - (ii) Complying with the Australian Accounting Standards - Simplified Disclosures and *Australian Charities and Not-for-Profits Commission Act 2012*.
- (b) there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

On behalf of the board



Fabienne Michaux  
Melbourne  
26 October 2022



## Independent auditor's report

To the members of Housing Choices Western Australia Limited

---

### Our opinion

In our opinion:

The accompanying financial report of Housing Choices Western Australia Limited (the Company) is in accordance with Division 60 of the *Australian Charities and Not-for-profits Commission (ACNC) Act 2012*, including:

- (a) giving a true and fair view of the Company's financial position as at 30 June 2022 and of its financial performance for the year then ended
- (b) complying with Australian Accounting Standards - Simplified Disclosures and Division 60 of the *Australian Charities and Not-for-profits Commission Regulation 2013*.

### *What we have audited*

The financial report comprises:

- the statement of financial position as at 30 June 2022
- the statement of changes in equity for the year then ended
- the statement of cash flows for the year then ended
- the statement of profit or loss and other comprehensive income for the year then ended
- the notes to the financial statements, which include significant accounting policies and other explanatory information
- the directors' declaration.

---

### Basis for opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the financial report* section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### *Independence*

We are independent of the Company in accordance with the ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

---

### Other information

The directors are responsible for the other information. The other information comprises the information included in the annual financial report for the year ended 30 June 2022, but does not include the financial report and our auditor's report thereon.

Our opinion on the financial report does not cover the other information and accordingly we do not express any form of assurance conclusion thereon.

PricewaterhouseCoopers, ABN 52 780 433 757  
2 Riverside Quay, SOUTHBANK VIC 3006, GPO Box 1331, MELBOURNE VIC 3001  
T: 61 3 8603 1000, F: 61 3 8603 1999

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In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work we have performed on the other information that we obtained prior to the date of this auditor's report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

---

#### **Responsibilities of the directors for the financial report**

The directors of the Company are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards - Simplified Disclosures and the *Australian Charities and Not-for-profits Commission (ACNC) Act 2012* and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the ability of the Company to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

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#### **Auditor's responsibilities for the audit of the financial report**

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

[http://www.auasb.gov.au/auditors\\_responsibilities/ar4.pdf](http://www.auasb.gov.au/auditors_responsibilities/ar4.pdf). This description forms part of our auditor's report.

A blue ink signature, likely of a representative from PricewaterhouseCoopers.

PricewaterhouseCoopers

A blue ink signature, likely of Andrew Cronin.

Andrew Cronin  
Partner

Melbourne  
26 October 2022



### Auditor's Independence Declaration

As lead auditor for the audit of Housing Choices Western Australia Limited for the year ended 30 June 2022, I declare that to the best of my knowledge and belief, there have been no contraventions of any applicable code of professional conduct in relation to the audit.

A handwritten signature in blue ink, appearing to read 'Andrew Cronin', written over a faint, light blue circular stamp.

Andrew Cronin  
Partner  
PricewaterhouseCoopers

Melbourne  
26 October 2022

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# **Housing Choices Western Australia Limited**

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ABN 67 128 888 157

Annual Financial Report for the year ended 30 June 2023

## Housing Choices Western Australia Limited - Financial Report

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## Directors' Report

The directors submit their report for the year ended 30 June 2023.

### DIRECTORS

The names and details of the Company's directors in office during the financial year and until the date of this report are as follows:

#### Heather McCallum - Chair

Heather is a Chartered Accountant, experienced board director and senior executive with experience operating in complex environments across a diverse range of organisations and sectors. She joined the Board of Housing Choices Australia in 2014 and was Deputy Chair of the Board and Chair of the AFRC until her appointment as Board Chair in 2019. Heather is also a non-executive Director of Australian Sailing, Risk and Audit Committee member of the Tasmanian Land Conservancy and Chair of TADTas, an organisation dedicated to improving the independence and quality of life for people living with a disability.

Heather has over 25 years' experience spanning audit and corporate advisory (including with Ernst & Young's banking & finance division), private enterprise, start-ups, and for purpose organisations, having held both General Manager and Chief Financial Officer senior leadership positions.

Chair - Board of Directors

Member - Governance, Appointments and Remuneration Committee

Member - Audit, Assurance and Risk Committee

#### Fabienne Michaux

Fabienne is the Director, SDG Impact - a United Nations Development Programme flagship initiative in its Sustainable Finance Hub created to accelerate the mobilisation of private capital towards the achievement of the Sustainable Development Goals by 2030 through the development of market intelligence tools, management standards, training and market building activities.

Fabienne is an experienced non-executive director who has held numerous board positions in the housing, education, financial and arts sectors.

Fabienne previously enjoyed a 30-year executive career, including 22 years with S&P Global in the Global Ratings division where in her final role she was the Head of Developed Markets Asia-Pacific.

Chair - Audit, Assurance and Risk Committee

Deputy Chair - Board of Directors

#### David Lantzke

David is the CEO of the Ardross Group of Companies, a privately owned property and land development group. He is a Chartered Accountant, a Fellow of Leadership Western Australia, has completed the Advanced Management Program at Harvard Business School and has over three decades of experience in infrastructure planning, project facilitation, asset management, town planning and property development.

Former Board Chair of Access Housing Limited (now Housing Choices WA), David is a Graduate of the Australian Institute of Company Directors and serves on the Executive of the Jurien Bay Chamber of Commerce.

Chair - Governance, Appointments and Remuneration Committee (to 9 May 2023)

Member - Governance, Appointments and Remuneration Committee (from 9 May 2023)

#### Drew Beswick

Drew is Chief Executive Officer of Possability Group, one of Australia's leading disability services providers. He previously served as Chief Operating Officer of Possability during a period of significant transition for the disability services sector under the NDIS, including involvement in a successful merger and the expansion and development of the Group's services nationally.

## Directors' Report (continued)

### Drew Beswick (continued)

Drew has held Board positions with various community sector organisations and the Australian Institute of Public Administration, Tasmania. He is currently the public officer of a Tasmanian organisation involved in the promotion of men's health issues and has a strong interest in advocating for access to suitable housing for people living with disability.

Member - Governance, Appointments and Remuneration Committee

### Chris Leishman

Chris is an internationally leading housing economist and academic, currently University of South Australia Professor of Property and Housing Economics, University of Adelaide Adjunct Professor, Visiting Professor at the University of Sheffield, and Honorary Professor at Heriot-Watt University, Edinburgh. He is an editor for the Urban Studies Journal and was previously Editor-In-Chief of the Housing Studies Journal. Focussing on the economics of the housing market, Chris's work has helped inform and shape government policy on housing supply and affordability.

Chris has undertaken numerous studies for a variety of government departments and entities in several countries, third sector organisations, and a range of academic funders including the Australian Housing and Urban Research Institute (AHURI) and the Economic and Social Research Council in the UK. Most recently, he has led projects on Australia's housing policy responses to COVID (AHURI), and contributed to policy development work funded by CHIA, Shelter and the Community Housing Council.

Member - Audit, Assurance and Risk Committee

### Matt Raison

Matt has over 20 years' experience in property development and project management. Matt has worked for Peet on various master planned projects and Mirvac, where he was responsible for master planned communities and was Head of New Business (WA). During his time at Mirvac, Matt oversaw the acquisition and project establishment of a wide range of projects and played a key role in establishing Mirvac's first residential development fund in Western Australia.

In 2007 Matt established Generation Projects, a boutique project management and property development consultancy, involved in a wide range of residential, commercial, mixed use, retail and industrial projects. In 2012 Generation Projects joined with Modus Project Management to form GMPM Consulting, one of Perth's leading project management and strategic advisory consultants in the property development industry. Matt is currently WA Commercial Lead for Johnstaff, a national consultancy specialising in social infrastructure.

Member - Audit, Assurance and Risk Committee

### Jenny Samms (Appointed 16 May 2022)

Jenny Samms is a member of: Monash University Council; SiS Tasmania's advisory group; Victoria's Aboriginal Housing and Homelessness governance structures; Co-Chairs the Blueprint for an Aboriginal focussed homelessness system steering committee; and is the Chair of Women's Housing Limited's Reconciliation Action Plan Committee. She undertakes consultancy work in the government and not for profit sectors.

She was previously the CEO of Aboriginal Housing Victoria (AHV) where she led the organisation to achieve Housing Association status, the only Aboriginal organisation in Australia to achieve this level of accreditation, and successfully negotiated the historic transfer of ownership of the nearly 1500 DHHS properties that AHV was managing.

Jenny's professional career spans nearly 40 years in the Commonwealth and Victorian public services. She has held a number of senior executive positions at Deputy Secretary and Executive Director level, focusing on developing and implementing improved social, educational and employment opportunities for all Victorians.

Member - Governance, Appointments and Remuneration Committee (16 May 2022 to 8 May 2023)

Chair - Governance, Appointments and Remuneration Committee (from 9 May 2023)



## Directors' Report (continued)

### **Amanda Heyworth (Appointed on 14 October 2022)**

Amanda Heyworth is a professional company director with strengths in developing and executing growth strategies and digital transformation. She has served on a range of listed and unlisted boards in the property, finance and research sectors.

Previously she ran a venture capital fund and held roles in investment banking and the Federal Treasury. She has worked with a number of not for profits in board and board advisory roles most notably chairing the business advisory board of Vinnies SA and serving on the board of a large Australian disability employer.

Amanda currently serves on the boards of Ingenia Communities Group Ltd and Heritage and People's Choice Credit Union and chairs UniSA Ventures Pty Ltd and the Centennial Park Cemetery Authority.

Member - Audit, Assurance and Risk Committee (from 15 February 2023)

### **Michael Lennon (Resigned on 12 May 2023)**

Michael is a leading figure in the Australian social and affordable housing industry, with more than three decades experience in both private and public sectors, in Australia, New Zealand and the United Kingdom.

He was the inaugural Chief Executive Officer of Housing Choices Australia when it was founded in 2008 to 2012 and since 2014, he returned as Managing Director. Under his stewardship Housing Choices has grown to be one of the largest housing associations in Australia.

In the mid-2000s he led the establishment of the Glasgow Housing Association through the transfer of the largest volume of public housing stock in Europe. He served as Chief Executive Officer of the Housing New Zealand Corporation. As Chair and Executive Director of the Australian Housing and Urban Research Institute (AHURI) he led its restructuring leading to its status as the pre-eminent research resource for the housing industry in Australia. He has also led a significant Government Department in South Australia.

He was Chair of national peak body, the Community Housing Industry Association (CHIA), from 2016 to 2019, during which time he led the development of its comprehensive National Plan for Affordable Housing, delivered in 2018.

Michael has been an adviser to Australian governments at all levels and has been an adviser to the World Health Organisation (WHO). He is a leading advocate for reform across the housing and planning sectors in Australia, and an experienced board director and university governor. He is an adjunct Professor in the School of Humanities at the University of Adelaide.

Member - Governance, Appointments and Remuneration Committee

Member - Audit, Assurance and Risk Committee

### **Sean Nunan (Resigned 4 August 2022)**

Sean has spent his career structuring and investing in social-infrastructure, renewable energy and housing projects and currently holds the position of Principal at Cloverleaf Impact Investors, where is he is responsible for investing in community housing and energy transition projects. Prior to Cloverleaf, Sean was a Director at John Laing and a Managing Director with Macquarie Group based in New York and London.

With over 25 years' experience as an investment executive across Australia, Europe, North America and the UK, Sean has proven leadership, management and financial skills. Helping to balance his financial experience, Sean also previously held the role of Head of Training for a refugee NGO for which he volunteered, reflecting his empathy and sense of social justice.

Sean holds a Master of Business Administration and a Bachelor of Commerce and Economics from the University of Melbourne.

Member - Audit, Assurance and Risk Committee

## Housing Choices Western Australia Limited - Financial Report

**Directors' Report (continued)****COMPANY SECRETARY**

Danae Benjamin is the Company Secretary.

**MEETINGS OF DIRECTORS**

The numbers of meetings of the Company's board of directors and of each board committee held during the year ended 30 June 2023, and the numbers of meetings attended by each director were:

Number of meetings	Board of Directors		Audit, Assurance and Risk		Governance, Appointments and Remuneration	
	Eligible to attend	Attended	Eligible to attend	Attended	Eligible to attend	Attended
Heather McCallum	11	10	6	5	5	4
Fabienne Michaux	11	10	6	5	-	-
David Lantzke	11	11	-	-	5	5
Drew Beswick	11	9	-	-	5	4
Chris Leishman	11	9	6	6	-	-
Matt Raison	11	10	6	5	-	-
Jenny Samms	11	10	-	-	5	4
Amanda Heyworth	6	5	2	1	-	-
Michael Lennon	10	10	5	5	5	5
Sean Nunan	3	1	1	1	-	-

**BUSINESS OBJECTIVES AND STRATEGIES**

The Company is a public company limited by guarantee and is a subsidiary of Housing Choices Australia Limited (HCAL). The HCA Group is made up of Housing Choices Australia Limited and the following wholly owned subsidiaries or sub-subsidiaries: Housing Choices Tasmania Limited; Housing Choices South Australia Limited; Housing Choices NSW Limited; Housing Choices Western Australia Limited; Access Housing Realty Proprietary Limited; Access CCIN Limited; Urban Choices Property Limited, Catherine House Inc (which is a wholly owned subsidiary of Housing Choices South Australia Limited); CHT Company Ltd (which is a wholly owned subsidiary of Catherine House Inc and is the trustee of the Catherine House Trust) and Catherine House Trust. Housing Choices Australia Limited is the Trustee of Ecumenical Housing Trust and the Trustee of the Inner City Social Housing Trust. The HCA Group forms part of a wider group of companies comprising Singleton Equity Housing Limited and Disability Housing Limited (which is the trustee of the Disability Housing Trust). The HCA Group has a common board of directors and management, with the exception of Urban Choices Property Limited which has a board made up of HCA Group executive management and one independent director.

The Company is a registered Tier 1 Community Housing Provider in Western Australia and regulated under the Community Housing Regulatory Framework.

## Directors' Report (continued)

### BUSINESS OBJECTIVES AND STRATEGIES (continued)

The Company's core activities are the ongoing ownership and management of rental housing which is affordable for, and meets the needs of, people who are disadvantaged by housing markets, have a disability and/or mental health illness, are experiencing or at risk of homelessness or are ageing and/or frail. The Company's core business model is to fund the acquisition of housing supply through blending various state and federal capital grant programs with private debt, philanthropic contributions and careful management of its assets. Ongoing costs of property ownership, such as maintenance, rates, insurance and providing property and tenancy management are to be met through self-generated revenue, predominately rent paid by tenants. Accordingly, critical to the Company's ongoing ability to continue to meet its social mission is to minimise loss of rental through a high standard of tenancy management and to manage its assets in a way that carefully controls costs whilst maintaining good amenity.

The Company aims to meet a growing demand for its product and service by seeking further capital grant funding to support the construction and acquisition of new housing supply.

The Company's property portfolios comprise standard residential dwellings which are used predominantly for long-term affordable rental housing for people who meet the Company's eligibility criteria. The housing is located across Perth, Peel and the South West of Western Australia, and consists of freestanding dwellings, townhouses and multi-unit apartment complexes.

The Company also works closely with a range of organisations who provide support and other services to assist the Company's residents to live independently, build individual capacity, enhance employment and educational and access life opportunities.

The Company also operates an Independent Living Program in Western Australia providing person-centre support linked to housing, funded by the Mental Health Commission (Department of Health) and accredited under the National Standards for Mental Health Services.

The strategic objectives of the Company are set out in its vision to ensure that all people are affordably housed in neighbourhoods that support life opportunities. This will be achieved through the mission to be a leading provider of affordable homes across Australia, working with partners to create resilient and inclusive neighbourhoods. The Board of the HCA Group adopted a Business Strategy 2018-2023 that outlines a number of initiatives designed to promote that objective. The specific strategic priorities outlined in the Business Strategy are:

- Developing a robust, resilient and agile organisation
- Transforming the resident experience
- Growing our impact and influence
- Implementing innovation
- Building housing choices for participants in Specialist Disability Accommodation

As at 30 June 2023 the Company owns 764 units and manages a further 1,082 units of housing. Over the year the Company progressed a number of new projects and acquired new housing using capital grant funding received under various state and federal government programs. During the year, the Company delivered 10 new housing outcomes, with 4 acquired and 6 managements received. 9 of these outcomes form part of the DM100 project. The Company received approval to build 49 new housing outcomes in 2022 as part of Department of Communities (Western Australia) Social Housing Economic Recovery Package New Build grant program which are undergoing development due diligence. A further 5 new housing outcomes are also undergoing due diligence as part of stage 2 of the South West Aging in Place project partially funded under a Royalties for Regions grant program.

## Directors' Report (continued)

### BUSINESS OBJECTIVES AND STRATEGIES (continued)

The Company continues to refine its National Asset Management Strategy which sets out the sustainable approach for the management of all properties owned or under the management of HCA's stewardship, for which the Company have maintenance, renewal, or upgrade responsibilities. This strategy provides the framework for:

- Integrating social, environmental, and financial sustainability into decision-making processes
- Adoption or alignment with industry best practices
- Performance-based evaluation to achieve optimal lifecycle performance, minimise cost and risk
- Alignment of organisational capacity and resident needs
- A better understanding of our assets
- Consistency in our approach to asset management
- Adherence to building legislation and regulatory standards
- Provide a foundation for growth

Effective asset management enables the Company to sustainably maintain quality assets and optimise the use for the organisation and residents and increase social and affordable housing options for local communities.

### Post balance date event

There has not been any matter or circumstance occurring subsequent to the end of the financial year that has significantly affected, or may significantly affect, the operations of the Company, the results of those operations, or the state of affairs of the Company in future financial years.

### LIMITED LIABILITY OF MEMBERS (GUARANTEE)

The Company is incorporated under the *Corporations Act 2001* and is a Company limited by guarantee. If the Company is wound up, the constitution states that each member is required to contribute a maximum of \$1 each towards meeting any outstanding obligations of the Company.

As at 30 June 2023 the sole member of the Company was Housing Choices Australia Limited.

### INDEMNIFICATION AND INSURANCE OF DIRECTORS AND OFFICERS

The Company has entered into a deed of indemnity with directors. Under the deed, the Company, to the extent permitted by law, agrees to indemnify directors for any claims which may be brought against them arising out of their conduct as directors of the Company for which they may be held personally liable. The indemnity excludes liabilities which arise out of conduct which is fraudulent, criminal, dishonest, malicious or a wilful default of director's duties.

The Company has purchased insurance in respect of a contract insuring all the directors of the Company against legal costs incurred in defending proceedings for conduct involving:

- a wilful breach of duty; or
- a contravention of sections 182 or 183 of the *Corporations Act 2001*, as permitted by section 199B of the *Corporations Act 2001*.

The total amount of insurance contract premiums paid during the financial year ended 30 June 2023 was \$13,541 (2022: \$18,477).

Housing Choices Western Australia Limited - Financial Report

## Directors' Report (continued)

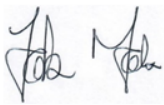
### INDEMNIFICATION OF AUDITORS

To the extent permitted by law, the Company has agreed to indemnify its auditors, PricewaterhouseCoopers, as part of the terms of its audit engagement agreement against claims by third parties arising from the audit (for an unspecified amount). No payment has been made to indemnify PricewaterhouseCoopers during or since the financial year.

### AUDITOR'S INDEPENDENCE

The Auditor's Independence Declaration in relation to the audit for the year ended 30 June 2023 has been received by the Company.

Signed in accordance with a resolution of the directors.



Fabienne Michaux  
Director  
25 October 2023

## Housing Choices Western Australia Limited - Financial Report

## Statement of Profit or Loss and Other Comprehensive Income

for the year ended 30 June 2023

		2023 \$	2022 \$
	Note		
Revenue	3	23,858,124	22,922,222
Other income	4	457,243	20,714
Cost of goods sold		(43,103)	(236,055)
Property expenses		(7,920,004)	(8,106,960)
Management services expenses		(1,566,102)	(364,214)
Consultant expenses		(38,401)	(76,596)
Employee benefits expenses		(7,390,209)	(6,960,148)
Operating expenses	5	(1,996,412)	(1,861,212)
Finance costs	6	(1,347,652)	(641,728)
<b>Net operating profit</b>		<b>4,013,484</b>	<b>4,696,023</b>
Depreciation and amortisation expense	7	(2,848,912)	(1,734,970)
Capital grant income		-	424,232
<b>Profit before income tax</b>		<b>1,164,572</b>	<b>3,385,285</b>
<b>Net profit for the year</b>		<b>1,164,572</b>	<b>3,385,285</b>
<b>Items that will not be reclassified subsequently to profit or loss</b>			
Revaluation of land and buildings		14,403,241	16,895,564
<b>Total comprehensive income for the year</b>		<b>15,567,813</b>	<b>20,280,849</b>

The above statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes.

## Housing Choices Western Australia Limited - Financial Report

**Statement of Financial Position**

as at 30 June 2023

	Note	2023 \$	2022 \$
<b>ASSETS</b>			
<b>Current assets</b>			
Cash and cash equivalents	8	13,243,926	9,990,711
Trade and other receivables	9	4,613,028	7,295,259
Other current assets	10	740,680	674,353
Inventories	11	301,975	344,000
<b>Total current assets</b>		<b>18,899,609</b>	<b>18,304,323</b>
<b>Non-current assets</b>			
Property, plant and equipment	12	213,590,279	197,953,891
Intangible assets	13	-	2,795
Other non-current financial assets	15	356,306	328,330
Right-of-use assets	14	2,627,564	3,255,757
<b>Total non-current assets</b>		<b>216,574,149</b>	<b>201,540,773</b>
<b>TOTAL ASSETS</b>		<b>235,473,758</b>	<b>219,845,096</b>
<b>LIABILITIES</b>			
<b>Current liabilities</b>			
Trade and other payables	16	7,324,975	7,322,090
Provisions	19	1,118,043	972,424
Lease liabilities	14	619,107	580,368
<b>Total current liabilities</b>		<b>9,062,125</b>	<b>8,874,882</b>
<b>Non-current liabilities</b>			
Interest bearing loans and borrowings	17	27,000,000	27,000,000
Other non-current financial liabilities	18	10,581,421	10,101,663
Provisions	19	226,579	223,294
Lease liabilities	14	2,326,926	2,936,363
<b>Total non-current liabilities</b>		<b>40,134,926</b>	<b>40,261,320</b>
<b>TOTAL LIABILITIES</b>		<b>49,197,051</b>	<b>49,136,202</b>
<b>NET ASSETS</b>		<b>186,276,707</b>	<b>170,708,894</b>
<b>EQUITY</b>			
Reserves	21	31,298,805	16,895,564
Retained earnings		154,977,902	153,813,330
<b>TOTAL EQUITY</b>		<b>186,276,707</b>	<b>170,708,894</b>

The above statement of financial position should be read in conjunction with the accompanying notes.

## Housing Choices Western Australia Limited - Financial Report

**Statement of Cash Flows**

for the year ended 30 June 2023

	2023 \$	2022 \$
<b>Cash flows from operating activities</b>		
Receipts from operations	22,657,816	18,850,349
Payments to suppliers and employees	(17,026,807)	(11,072,500)
Operating grants received	3,392,867	3,871,849
Interest received	427,507	10,274
Interest paid	(1,347,651)	(641,728)
Net repayments to related parties	(1,280,529)	(248,724)
<b>Net cash flows from operating activities</b>	<u>6,823,203</u>	<u>10,769,520</u>
<b>Cash flows from investing activities</b>		
Purchase of property, plant and equipment	(2,996,141)	(4,177,044)
<b>Net cash flows used in investing activities</b>	<u>(2,996,141)</u>	<u>(4,177,044)</u>
<b>Cash flows from financing activities</b>		
Proceeds from loans and borrowings	-	3,000,000
Principal elements of lease payments	(573,847)	(509,060)
<b>Net cash flows (used in)/from financing activities</b>	<u>(573,847)</u>	<u>2,490,940</u>
Net increase in cash and cash equivalents	3,253,215	9,083,416
Cash and cash equivalents at beginning of period	9,990,711	907,295
<b>Cash and cash equivalents at end of year</b>	<u><u>13,243,926</u></u>	<u><u>9,990,711</u></u>

The above statement of cash flows should be read in conjunction with the accompanying notes.



## Housing Choices Western Australia Limited - Financial Report

**Statement of Changes in Equity**

for the year ended 30 June 2023

	<b>Asset revaluation reserve \$</b>	<b>Retained earnings \$</b>	<b>Total \$</b>
<b>Year ended 30 June 2023</b>			
<b>At 1 July 2022</b>	16,895,564	153,813,330	170,708,894
Profit for the year	-	1,164,572	1,164,572
Other comprehensive income	14,403,241	-	14,403,241
<b>Total comprehensive income for the year</b>	14,403,241	1,164,572	15,567,813
<b>At 30 June 2023</b>	<u>31,298,805</u>	<u>154,977,902</u>	<u>186,276,707</u>
<b>Year ended 30 June 2022</b>			
<b>At 1 July 2021</b>	-	150,428,046	150,428,046
Profit for the year	-	3,385,285	3,385,285
Other comprehensive income	16,895,564	-	16,895,564
<b>Total comprehensive income for the year</b>	16,895,564	3,385,285	20,280,849
<b>At 30 June 2022</b>	<u>16,895,564</u>	<u>153,813,331</u>	<u>170,708,895</u>

The above statement of changes in equity should be read in conjunction with the accompanying notes.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 1. Corporate information

The financial report of Housing Choices Western Australia Limited (the Company) for the year ended 30 June 2023 was authorised for issue in accordance with a resolution of the directors on 25 October 2023.

Housing Choices Western Australia Limited is a company limited by guarantee, incorporated and domiciled in Australia.

### 2. Summary of significant accounting policies

#### Basis of preparation

These general purpose financial statements have been prepared in accordance with the Australian Accounting Standards - Simplified Disclosures issued by the Australian Accounting Standards Board ("AASB") and the *Australian Charities and Not-for-Profits Commission Act 2012*. The financial report has been prepared on a historical cost basis, except for land and buildings, which have been measured at fair value.

The financial report is presented in Australian dollars.

#### a) New accounting standards and interpretations

##### (i) Changes to accounting policies and disclosures

The accounting policies adopted are consistent with those of the previous financial year, with the exception of changes that were required for the adoption of new accounting Standards described below.

##### (ii) New and amended Standards adopted by the Company

The Company has adopted the following Standards and Amendments that are relevant to its operations and effective for an accounting period that begins on or after 1 July 2022:

- AASB 2022-3 Amendments to Australian Accounting Standards - Illustrative Examples for Not-for-Profit Entities accompanying AASB 15
- AASB 2020-3 Amendments to Australian Accounting Standards - Annual Improvements 2018-2022 and Other Amendments
- AASB 2021-7 Amendments to Australian Accounting Standards - Effective Date of Amendments to AASB 10 and AASB 128 and Editorial Corrections (to the extent the editorial amendments are applicable to the current reporting period)

##### (iii) New and amended Standards not yet adopted by the Company

Australian Accounting Standards and Interpretations that have recently been issued or amended but are not yet mandatory, have not been early adopted by the Company, for the annual reporting period ended 30 June 2023. The Company's assessment of the impact of these new or amended Accounting Standards and Interpretations, most relevant to the Company, are set out below:

## Notes to the Financial Statements

for the year ended 30 June 2023

### 2. Summary of significant accounting policies (continued)

#### a) New accounting standards and interpretations (continued)

##### (iii) New and amended Standards not yet adopted by the Company (continued)

##### **AASB 2020-1 Amendments to Australian Accounting Standards - Classifications of Liabilities as Current or Non-current**

The amendments, as issued in 2020, aim to clarify the requirements on determining whether a liability is current or non-current, and apply for annual reporting periods beginning on or after 1 January 2022. However, the AASB has subsequently proposed further amendments to AASB 101 and the deferral of the effective date of the 2020 amendments to no earlier than 1 January 2024. Due to these ongoing developments, the Company is unable to determine the impact of these amendments on the financial statements in the period of initial application. The Company is closely monitoring the developments.

##### **Other standards**

The following new and amended Standards, effective on or after 1 January 2023, are not expected to have a significant impact on the Company's financial statements.

- AASB 17 *Insurance Contracts* and AASB 2020-5 *Amendments to Australian Accounting Standards - Insurance Contracts*

- AASB 2021-2 *Amendments to Australian Accounting Standards - Disclosure of Accounting Policies and Definition of Accounting Estimates*

- AASB 2021-6 *Amendments to Australian Accounting Standards - Disclosure of Accounting Policies: Tier 2 and Other Accounting Standards*

#### b) Current and non-current classification

The Company presents assets and liabilities in the Statement of Financial Position based on current/non-current classification.

An asset is categorized as current when it is expected:

- to be realised or intended to be sold or consumed within the normal operating cycle; or
- it is held primarily for the purpose of trading; or
- to be realised within twelve months after the reporting period.

A liability is categorized as current when it is expected:

- to be settled in the normal operating cycle; or
- to be settled within twelve months after the reporting period.
- there is no unconditional right to defer the settlement of the liability for at least 12 months after the reporting period.

#### c) Comparatives

Where applicable, comparatives have been adjusted to disclose them on the same basis as current period figures.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 2. Summary of significant accounting policies (continued)

#### d) Income tax and other taxes

The Company is exempt from income tax under Division 50 of the Income Tax Assessment Act 1997.

##### *Other taxes*

Revenues, expenses and assets are recognised net of the amount of Goods and Services Tax (GST) except:

- When the GST incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST is recognised as part of the cost of acquisition of the asset or as part of the expense item as applicable; and
- Receivables and payables are stated with the amount of GST included.

The net amount of GST recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the Statement of Financial Position. Cash flows are included in the Statement of Cash Flows on a gross basis and the GST component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority, are classified as operating cash flows. Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the taxation authority.

#### e) Other accounting policies

Other accounting policies that are relevant to the measurement basis used and are relevant to an understanding of the financial statements are provided throughout the notes to the financial statements.

### 3. Revenue

Revenue is recognised and measured at the fair value of the consideration received or receivable to the extent that it is probable that the economic benefits will flow to the Company and the revenue can be reliably measured. Any consideration deferred is treated as the provision of finance and is discounted at a rate of interest that is generally accepted in the market for similar arrangements. The difference between the amount initially recognised and the amount ultimately received is interest revenue.

Revenue is measured for the major business activities as follows:

- *Rental revenue*; received through ongoing ownership and management of rental housing, consisting of freestanding dwellings, townhouses and multi-unit apartment complexes. Recognised and brought to account on an accruals basis to the extent that the income is recoverable.
- *Management services*; including core activities of real estate management and National Rental Affordability Scheme (NRAS) incentive management to private landlords. Recognised and brought to account on an accruals basis.
- *Development property sales*; Revenue recognised to the Statement of Profit or Loss and Other Comprehensive Income upon completion of settlement in line with the sales contracts.
- *Government grants*; receipt of grant monies to fund projects either for contracted periods of time or for specific projects irrespective of the period of time required to complete those projects.

In cases where there is an 'enforceable' contract with a customer with 'sufficiently specific' performance obligations, the transaction is accounted for under AASB 15 *Revenue from Contracts with Customers* where revenue is recognised when (or as) the performance obligations are satisfied.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 3. Revenue (continued)

In all other cases (where the contract is not 'enforceable' or the performance obligations are not 'sufficiently specific'), the transaction is accounted for under AASB 1058 *Income of Not-for-Profit Entities* where the Company:

- Recognises the asset in accordance with the requirements of other relevant applicable Australian Accounting Standards (e.g. AASB 9 *Financial Instruments*, AASB 16 *Leases*, AASB 116 *Property, Plant and Equipment* and AASB 138 *Intangible Assets*).
- Considers whether any other financial statement elements should be recognised ('related amounts') in accordance with the relevant applicable Australian Accounting Standard including:
  - contributions by owners (AASB 1004 *Contributions*)
  - a lease liability (AASB 16 *Leases*)
  - revenue, or a contract liability arising from a contract with a customer (AASB 15 *Revenue from Contracts with Customers*)
  - a financial instrument (AASB 9 *Financial Instruments*)
  - a provision (AASB 137 *Provisions, Contingent Liabilities and Contingent Assets*)
- Recognises revenue immediately in the Statement of Profit or Loss and Other Comprehensive Income for the excess of the initial carrying amount of the asset over any related amounts recognised.

The disaggregation of revenue from contracts with customers is as follows:

	2023 \$	2022 \$
<i>Services transferred over time</i>		
Rental revenue	20,150,357	18,463,928
Management services	314,900	318,908
Operating grants	3,392,867	3,871,849
<i>Services transferred at a point in time</i>		
Development property sales	-	267,537
	<u>23,858,124</u>	<u>22,922,222</u>

### 4. Other income

#### *Interest income*

Interest income is recognised as the interest accrues using the effective interest method. This is a method of calculating the amortised cost of a financial asset and allocating the interest income over the relevant period using the effective interest rate, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to the net carrying amount of the financial asset.

#### *Other income*

Other income is brought to account on an accruals basis.

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2023

### 4. Other income (continued)

	2023 \$	2022 \$
Interest income	427,507	10,274
Other income	29,736	10,440
	<u>457,243</u>	<u>20,714</u>

### 5. Operating expenses

For short-term leases (lease term of less than one year) and leases of low-value assets (such as tablet and personal computers, small items of office furniture and telephones), the Company has opted to recognise a lease expense on a straight-line basis as permitted by AASB 16. This expense is presented within 'Operating expenses' in the Statement of Profit or Loss and Other Comprehensive income.

The expense relating to payments for short-term leases not included in the measurement of the lease liability is \$nil (2022: \$47,264).

### 6. Finance costs

All borrowing costs are expensed in the period they occur.

	2023 \$	2022 \$
Facility and establishment fees	246,210	164,110
Interest expense - on bank overdrafts and loans	962,686	171,595
Interest expense on lease liabilities	138,756	306,023
	<u>1,347,652</u>	<u>641,728</u>

### 7. Depreciation and amortisation expense

	2023 \$	2022 \$
Depreciation - property, plant and equipment	2,214,776	2,002,488
Depreciation - right-of-use assets	631,341	592,014
Amortisation	2,795	142,676
Revaluation gain reversing previous impairment	-	(1,002,208)
	<u>2,848,912</u>	<u>1,734,970</u>

### 8. Cash and cash equivalents

Cash and cash equivalents in the Statement of Financial Position comprise cash at bank and in hand and short-term term deposits with an original maturity of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 8. Cash and cash equivalents (continued)

	2023 \$	2022 \$
Cash at bank and in hand	13,243,926	9,990,711
	<u>13,243,926</u>	<u>9,990,711</u>

The Company holds \$23,500 (2022: \$23,500) in cash and cash equivalents, which relate to third party funds and are therefore not available for general use by the Company.

### 9. Trade and other receivables

Trade receivables, which generally have 1-30 day terms, are recognised at fair value less an allowance for impairment. Collectability of trade receivables is reviewed on an ongoing basis and individual debts that are known to be uncollectible are written off when identified.

	2023 \$	2022 \$
Trade receivables	4,490,423	7,849,100
Expected credit losses of trade receivables	(653,144)	(626,521)
	<u>3,837,279</u>	<u>7,222,579</u>
Other receivables	775,749	72,680
	<u>4,613,028</u>	<u>7,295,259</u>

#### Expected credit losses of receivables

Trade and other receivables are non-interest bearing and are generally on 30 day terms. A provision for impairment loss is recognised when there is objective evidence that an individual trade or other receivable is impaired.

Impairment losses on trade receivables of \$345,248 were recognised as expenses during the year (2022: \$363,423).

The Company holds no financial assets whose terms have been renegotiated, but which would otherwise be past due or impaired.

### 10. Other current assets

	2023 \$	2022 \$
Prepayments	740,680	674,353
	<u>740,680</u>	<u>674,353</u>

### 11. Inventories

	2023 \$	2022 \$
Development properties held for sale	301,975	344,000
	<u>301,975</u>	<u>344,000</u>

## Notes to the Financial Statements

for the year ended 30 June 2023

### 11. Inventories (continued)

Inventories comprise of development property units identified for sale and are valued at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Cost of sales comprises costs associated with the property and selling costs. The cost of inventories recognised as an expense, but directly associated with the cost of property was \$1,078 (2022: \$236,055).

The cost of inventories includes fixed and variable costs relating to the specific contracts and those costs that are attributable to the contract activity in general and that can be allocated on a reasonable basis.

Write-downs of inventories to net realisable value recognised as an expense was \$42,025 (2022: \$4,273).

The Company had entered into a Development Agreement with BGC Development Pty Ltd in the financial year ending 30 June 2017 to develop land with dwellings that meet the demand for Affordable Housing and housing options in the Baldivis area. The Agreement requires unanimous consent from both parties for all relevant activities.

Construction was completed in the financial year ended 30 June 2018 and the developed units are being marketed for sale.

The principal place of business of the joint operation is in Australia.

### 12. Property, plant and equipment

Property, plant and equipment is stated at historical cost or fair value as indicated, less depreciation and impairment losses. Repairs and maintenance are recognised in the Statement of Profit or Loss and Other Comprehensive Income as incurred.

#### *Property*

Land and buildings are initially recognised at cost. Subsequent to recognition, land and buildings are measured at fair value using the revaluation model, less accumulated depreciation on buildings and impairment losses. Valuations are performed with sufficient frequency to ensure that the carrying amount of a revalued asset does not differ materially from its fair value.

#### *Plant and equipment*

Plant and equipment are measured on the cost basis less depreciation and impairment losses. The carrying amount of plant and equipment is reviewed annually by directors to ensure it is not in excess of the recoverable amount of these assets.

#### *Self-constructed assets*

The cost of property, plant and equipment constructed within the Company includes the cost of materials, direct labour, an appropriate proportion of fixed and variable overheads and interest costs. Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. All other repairs and maintenance are charged to the Statement of Profit or Loss and Other Comprehensive Income during the financial period in which they are incurred.



## Notes to the Financial Statements

for the year ended 30 June 2023

### 12. Property, plant and equipment (continued)

#### *Depreciation*

The depreciable amount of all property, plant and equipment including building and capitalised lease assets, but excluding freehold land, is depreciated on a straight line basis over their useful lives commencing from the time the asset is held ready for use and is charged to the Statement of Profit or Loss and Other Comprehensive Income. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

Depreciation is calculated on a straight-line basis over the estimated useful life of the specific assets as follows:

Land	Not depreciated
Buildings	40 years
Plant and equipment	5 to 10 years
Leasehold improvements	3 to 10 years

The assets' residual values, useful lives and amortisation methods are reviewed, and adjusted if appropriate, at each financial year end.

#### *Revaluations of property*

Any revaluation increment is credited to the asset revaluation reserve included in equity, except to the extent that it reverses a revaluation decrement for the same asset class previously recognised in the Statement of Profit or Loss and Other Comprehensive Income, in which case the increment is recognised in the Statement of Profit or Loss and Other Comprehensive Income.

Any revaluation decrement is recognised in the Statement of Profit or Loss and Other Comprehensive Income, except to the extent that it offsets a previous revaluation increment for the same asset class, in which case the decrement is taken directly to the asset revaluation reserve to the extent of the existing balance in the revaluation reserve for that class of asset.

#### *Work in progress*

Work in progress consists of construction work in progress and project development costs. Project development and construction costs are capitalised in the Statement of Financial Position only when it is considered highly likely that the project will proceed and economic benefits from the project will flow to the Company. Work in progress is stated at cost less any recognised impairment loss. On completion of the development project, the carrying value is reclassified in the Statement of Financial Position as land and buildings.

#### *Impairment of non-financial assets*

Non-financial assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

At each reporting date, the Company conducts an annual internal review of asset values, which is used as a source of information to assess for any indicators of impairment. External factors, such as changes in expected future processes, technology and economic conditions, are also monitored to assess for indicators of impairment. If any indication of impairment exists, an estimate of the asset's recoverable amount is calculated.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 12. Property, plant and equipment (continued)

#### *Impairment of non-financial assets (continued)*

An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. Recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows that are largely independent of the cash inflows from other assets or groups of assets (Cash Generating Unit).

#### *Revaluation in the year*

The revalued land and buildings consist of rental properties in Australia. Management determined that these constitute one class of asset under AASB 13 *Fair Value Measurement*, based on the nature, characteristics and risks of the properties.

The basis of establishing fair values for land and buildings and the reviews performed to ensure their reasonableness are outlined below.

The Company applies a three-year rotational policy for independent fair value assessments. The approach under this policy is to:

- carry out External Valuations (independent external Full, Kerbside or In-one-line valuations) of approximately one third of the property portfolio;
- carry out Desktop Assessment (carried out by an independent external valuer) for the remaining portfolio not selected for Full, Kerbside or In-one-line valuations;
- apply Kerbside Valuations and Desktop Assessments to Similar Properties. Properties are considered to be similar where there are units on the same floor level with the same number of bedrooms. For Similar Properties, only one of the units is selected for External Valuation or Desktop Assessment and the value established from that will be applied to any other similar units.

Example: in a block of units a 1-bedroom apartment on level 2 would be considered similar to the other 1 bedroom apartments on level 2 of the same block. These units would not be considered similar to 2-bedroom units on level 2, or 1 bedroom units on level 3, or 1 bedroom units in a different block.

The revaluation of property policy further allows:

- the application of valuations obtained from the samples described above, across the property portfolio, to properties in similar locations and or suburbs; and
- the use of Rich Property Data ("RP Data") to calculate the movement in the portfolio, where there is no comparable external valuation of a property in the area.

Neither of these methods have been used in the valuations as all properties were included either as External Valuations or Desktop Assessment including those values applied to Similar Properties.

In consultation with valuers performing the valuation, the valuation reports are reviewed for reasonableness and consistency with what is being experienced in the market by Management. Valuation processes and fair values are approved annually by the Audit, Assurance and Risk Committee, and Board, in line with the Company's reporting dates.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 12. Property, plant and equipment (continued)

#### *Revaluation in the year (continued)*

The fair values are recognised in the financial report of the Company. At each reporting date, the organisation reviews the carrying amounts of its property assets to determine changes in their fair value. An adjustment of \$14,855,024 was made at 30 June 2023 to increase the carrying amount of land and buildings of the Company to fair value (2022: \$18,595,054). In addition, there was an increase in the fair value of Equity interests in leased properties of \$27,975 (2022: \$32,838). The increase in these carrying values is recognised as an increase in Mixed Equity liabilities of \$479,758 (2022: \$730,120), the reversal of prior fair value impairments of \$nil (2022: reversal of impairment loss of \$1,002,208), and the remainder recognised as Other Comprehensive Income.

#### *Residual claim on assets*

The Company is a recipient of capital grants and contributions of assets by various statutory bodies which generally retain a legal interest in the properties and place certain restrictions on the use of those assets. While there are a number of different arrangements in place, the restrictions generally have the effect of preventing legal dealings of these properties without the consent of the relevant statutory bodies under the respective agreements. The Company is able to borrow against these property assets and secure borrowings by mortgage.

Cost or valuation	Land and buildings \$	Work in Progress \$	Motor vehicles \$	Plant and equipment \$	Total \$
<b>At 30 June 2022</b>	196,935,000	187,820	53,360	2,356,972	199,533,152
Additions	2,367,916	623,224	-	5,000	2,996,140
Revaluations	12,832,084	-	-	-	12,832,084
<b>At 30 June 2023</b>	<u>212,135,000</u>	<u>811,044</u>	<u>53,360</u>	<u>2,361,972</u>	<u>215,361,376</u>
<b>Depreciation and impairment</b>					
<b>At 30 June 2022</b>	-	-	49,906	1,529,355	1,579,261
Charge for the year	2,022,940	-	3,184	188,652	2,214,776
Revaluations	(2,022,940)	-	-	-	(2,022,940)
<b>At 30 June 2023</b>	<u>-</u>	<u>-</u>	<u>53,090</u>	<u>1,718,007</u>	<u>1,771,097</u>
<b>Net book value</b>					
At 30 June 2023	<u>212,135,000</u>	<u>811,044</u>	<u>270</u>	<u>643,965</u>	<u>213,590,279</u>
At 30 June 2022	<u>196,935,000</u>	<u>187,820</u>	<u>3,454</u>	<u>827,617</u>	<u>197,953,891</u>

## Notes to the Financial Statements

for the year ended 30 June 2023

### 13. Intangible assets

Intangible assets acquired separately are initially measured at cost. Following initial recognition, intangible assets are carried at cost less amortisation and impairment losses. The useful lives of intangible assets are assessed to be either finite or indefinite. Intangible assets with finite lives are amortised over their useful life and tested for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method for an intangible asset with a finite useful life is reviewed at each financial year end. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are changes to an accounting estimate and are accounted for prospectively by changing the amortisation period or method, as appropriate. The amortisation expense for intangible assets with finite lives is recognised in the Statement of Profit or Loss and Other Comprehensive Income in the expense category consistent with the function of the intangible asset to which the amortisation relates.

Specific amortisation is calculated on a straight-line basis over the estimated useful life of the specific asset as follows:

Software development costs 5 - 8 years

	<b>Software Development Costs \$</b>
<b>Cost</b>	
<b>At 30 June 2022 and 30 June 2023</b>	<u>1,399,697</u>
<b>Accumulated amortisation</b>	
<b>At 30 June 2022</b>	1,396,902
Charge for the year	<u>2,795</u>
<b>At 30 June 2023</b>	<u>1,399,697</u>
<b>Net book value</b>	
At 30 June 2023	<u>-</u>
At 30 June 2022	<u>2,795</u>

### 14. Leases

The Company assesses whether a contract is or contains a lease, at inception of the contract. The Company recognises a right-of-use asset and a corresponding lease liability with respect to all lease arrangements in which it is the lessee, except for short-term leases (defined as leases with a lease term of 12 months or less) and leases of low value assets (such as tablets and personal computers, small items of office furniture and telephones). For these leases, the Company recognises the lease payments as an operating expense on a straight-line basis over the term of the lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased assets are consumed.

Contracts may contain both lease and non-lease components. For leases where both lease and non-lease components exist, predominately motor vehicle contracts, the Company has elected not to split the payments into lease and non-lease components.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 14. Leases (continued)

Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. The lease arrangements do not impose any covenants other than the security interests in the leased assets that are held by the lessor. Leased assets may not be used as security for borrowing purposes.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Company uses its incremental borrowing rate.

Lease payments included in the measurement of the lease liability comprise:

- Fixed lease payments (including in-substance fixed payments), less any lease incentives receivable;
- Variable lease payments that depend on an index or rate, initially measured using the index or rate at the commencement date;
- Amounts expected to be payable by the Company under residual value guarantees;
- The exercise price of a purchase option if the Company is reasonably certain to exercise that option; and
- Payments of penalties for terminating the lease, if the lease term reflects the exercise of an option to terminate the lease.

The lease liability is presented as a separate line in the statement of financial position. The lease liability is subsequently measured by increasing the carrying amount to reflect interest on the lease liability (using the effective interest method) and by reducing the carrying amount to reflect the lease payments made.

The Company remeasures the lease liability (and makes a corresponding adjustment to the related right-of-use asset) whenever:

- The lease term has changed or there is a significant event or change in circumstances resulting in a change in the assessment of exercise of a purchase option, in which case the lease liability is remeasured by discounting the revised lease payments using a revised discount rate.
- The lease payments change due to changes in an index or rate or a change in expected payment under a guaranteed residual value, in which cases the lease liability is remeasured by discounting the revised lease payments using an unchanged discount rate (unless the lease payments change is due to a change in a floating interest rate, in which case a revised discount rate is used).
- A lease contract is modified and the lease modification is not accounted for as a separate lease, in which case the lease liability is remeasured based on the lease term of the modified lease by discounting the revised lease payments using a revised discount rate at the effective date of the modification.

During the year, the financial effect of revising lease terms to reflect the effect of exercising extension and termination options was an increase in recognising lease liabilities and right-of-use assets of \$3,000 (2022: decrease \$9,000).

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement day, less any lease incentives received and any initial direct costs. They are subsequently measured at cost less accumulated depreciation and impairment losses.

The discount rate used ranges from 4.07% to 6.40%. This discount rate is based on the Company's estimated incremental borrowing rate for unsecured liabilities and therefore reflects the Company's credit position. Whenever the Company incurs an obligation for costs to dismantle and remove a leased asset, restore the site on which it is located or restore the underlying asset to the condition required by the terms and conditions of the lease, a provision is recognised and measured under AASB 137 *Provisions, Contingent Liabilities and Contingent Assets*. These costs are not included in the computation of the right-of-use asset or lease liability.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 14. Leases (continued)

Right-of-use assets are depreciated over the shorter period of lease term and useful life of the underlying asset. If a lease transfers ownership of the underlying asset or the cost of the right-of-use asset reflects that the Company expects to exercise a purchase option, the related right-of-use asset is depreciated over the useful life of the underlying asset. The depreciation starts at the commencement date of the lease.

The right-of-use assets are presented as a separate line in the statement of financial position.

The Company applies AASB 136 *Impairment of Assets* to determine whether a right-of-use asset is impaired and accounts for any identified impairment loss as described in the 'Property, Plant and Equipment' policy.

#### a) Right-of-use assets

	Buildings \$	Plant and Equipment \$	Vehicles \$	Total \$
<b>Cost</b>				
<b>At 30 June 2021</b>	4,673,209	27,958	37,962	4,739,129
Additions	244,699	-	7,354	252,053
Disposals/write-off	-	-	(9,930)	(9,930)
Modification	(3,160)	(957)	(880)	(4,997)
<b>At 30 June 2022</b>	4,914,748	27,001	34,506	4,976,255
Modification	15,665	72	(726)	15,011
<b>At 30 June 2023</b>	4,930,413	27,073	33,780	4,991,266
<b>Accumulated depreciation</b>				
<b>At 1 July 2021</b>	1,110,466	6,989	25,146	1,142,601
Charge of the year	566,637	9,000	16,377	592,014
Disposals/write-off	-	-	(9,930)	(9,930)
Modification	(3,068)	(239)	(880)	(4,187)
<b>At 30 June 2022</b>	1,674,035	15,750	30,713	1,720,498
Charge of the year	613,156	9,023	9,162	631,341
Modification	21,771	21	(9,929)	11,863
<b>At 30 June 2023</b>	2,308,962	24,794	29,946	2,363,702
<b>Net book value</b>				
At 30 June 2023	2,621,451	2,279	3,834	2,627,564
At 30 June 2022	3,240,713	11,251	3,793	3,255,757

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2023

### 14. Leases (continued)

#### b) Lease liabilities

Lease liabilities are presented in the statement of financial position as follows:

	2023 \$	2022 \$
<b>Current liabilities</b>		
Buildings	612,219	567,187
Vehicles	4,435	3,752
Plant and equipment	2,453	9,429
	<u>619,107</u>	<u>580,368</u>
<b>Non-current liabilities</b>		
Buildings	2,326,926	2,933,911
Plant and equipment	-	2,452
	<u>2,326,926</u>	<u>2,936,363</u>
	<b>2023 \$</b>	<b>2022 \$</b>
<i>Future lease payments in relation to lease liabilities as at period end</i>		
Within one year	731,213	720,228
One to five years	2,567,390	2,982,435
More than five years	-	240,687
	<u>3,298,603</u>	<u>3,943,350</u>

Total cash outflow for leases during the year was \$712,603 (2022: \$815,083).

### 15. Other non-current financial assets

Investments and financial assets in the scope of AASB 9 *Financial Instruments* are categorised as either financial assets measured at amortised cost, fair value through other comprehensive income ("FVOCI") or fair value through profit or loss ("FVTPL"). Financial assets are classified according to their contractual cash flow characteristics and the business model under which they are held.

Financial assets are recognised initially at fair value plus transaction costs, except in the case of financial assets recorded at fair value through profit or loss.

The impairment requirements for financial assets are based on a forward-looking expected credit loss ("ECL") model. Under the impairment approach, the loss allowance reduces the carrying amount of the financial asset. That is, it reduces the gross carrying value rather than recognising an impairment loss as a separate provision against the gross value of the receivables.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 15. Other non-current financial assets (continued)

#### *Amortised cost*

The financial asset is measured at the amount recognised at initial recognition minus principal repayments, plus or minus the cumulative amortisation of any difference between that initial amount and the maturity amount, and any loss allowance. Changes in fair value are recognised in profit and loss when the asset is derecognised or reclassified.

#### *Financial assets at fair value through other comprehensive income*

The financial asset is measured at fair value.

#### *Financial assets at fair value through profit or loss*

The financial asset is measured at fair value. Changes in fair value are recognised in profit and loss as they arise.

#### *Equity interests in properties*

Equity interests in properties represent investments in properties that are owned by Government of Western Australia Housing Authority and managed by the Company. The Company has contributed up to 20% of the capital value of these properties. These investments are initially stated at historical cost of the contribution and are subsequently measured at fair value using the revaluation model at each balance sheet date.

#### *Loans and receivables*

Loans and receivables, including loan notes which are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market, are carried at amortised cost using the effective interest rate method. Gains and losses are recognised in the Statement of Profit or Loss and Other Comprehensive Income when the loans and receivables are derecognised or impaired. These are included in current assets, except for those with maturities greater than twelve months after the reporting date, which are classified as non-current assets.

	2023 \$	2022 \$
Equity interests in properties	336,306	308,330
Shares held in Access Housing Realty Pty Ltd	20,000	20,000
	356,306	328,330

### 16. Trade and other payables

Trade and other payables are carried at amortised cost and due to their short term nature they are not discounted. They represent liabilities for goods and services provided to the Company prior to the end of the financial year that are unpaid and arise when the Company becomes obliged to make future payments in respect of the purchase of these goods and services.

Deferred revenue, otherwise known as contract liabilities, represent the Company's obligation to transfer goods or services to a customer and are recognised when a customer pays consideration, or when the Company recognises a receivable to reflect its unconditional right to consideration (whichever is earlier) before the Company has transferred the goods or services to the customer.



## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2023

### 16. Trade and other payables (continued)

	2023 \$	2022 \$
Trade payables	1,566,736	869,021
Deferred revenue	3,145,599	4,251,292
Other payables and accruals	2,307,147	2,181,857
Related party payables	305,493	19,920
	<u>7,324,975</u>	<u>7,322,090</u>

The following table shows the carrying amounts of trade and other payables split between financial liabilities and non-financial liabilities:

	2023 \$	2022 \$
Financial liabilities measured at amortised cost	5,017,828	5,140,233
Non-financial liabilities	2,307,147	2,181,857
	<u>7,324,975</u>	<u>7,322,090</u>

Amounts due to related parties are non-interest bearing and are repayable on demand. These amounts are unsecured and are to be settled in cash.

Transactions between related parties are on normal commercial terms and conditions no more favourable than those available to other parties unless otherwise stated, as disclosed in Note 24.

### 17. Interest bearing loans and borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method.

Borrowings are classified as current liabilities unless the Company has an unconditional right to defer settlement of the liability for at least twelve months after the reporting date.

	2023 \$	2022 \$
<b>Non-current liabilities</b>		
Loan facilities	<u>27,000,000</u>	<u>27,000,000</u>
	<u>27,000,000</u>	<u>27,000,000</u>

The total facility available to the Company as of 30 June 2023 is \$32.8m (2022: \$32.8m) being the lesser of \$40.0m and an amount equivalent to 40% of the aggregate independent in line value of properties as specified in the loan agreement based on the independent in line valuations performed in 2019, which amounted to \$82.1m. There is a tripartite agreement in place between the Commonwealth Bank of Australia, Government of Western Australia Housing Authority and the Company covering this facility. \$5.8m of the facility remains undrawn as at 30 June 2023. During the year, the facility was extended to November 2024.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 17. Interest bearing loans and borrowings (continued)

The carrying amounts of non-current assets of the Company pledged as security:

	2023 \$	2022 \$
First Mortgage	108,553,478	98,925,000
	<u>108,553,478</u>	<u>98,925,000</u>

At 30 June 2023, the Company has an interest-free loan facility with the Sisters of St John of God (SSJG) of \$10.0m. The facility is to be used to purchase properties to assist vulnerable Australians access affordable housing. The facility is yet to be drawn as at 30 June 2023.

### 18. Other non-current financial liabilities

Other non-current financial liabilities include mixed equity liabilities. Mixed equity liabilities relate to contributions made by the Government of Western Australia Housing Authority. These contributions are repayable when the asset is sold. The liability is based on the Government of Western Australia Housing Authority's share of asset value of the property following a property valuation. The Government of Western Australia Authority receives a share of the appropriate asset value at time of settlement.

After initial recognition, mixed equity liabilities are recognised at a value that reflects changes in fair value of the assets to which the mixed equity liabilities relate.

	2023 \$	2022 \$
<b>Non-current liabilities</b>		
Other non-current financial liabilities	10,581,421	10,101,663
	<u>10,581,421</u>	<u>10,101,663</u>

### 19. Provisions

Provisions are recognised when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

When the Company expects some or all of a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognised as a separate asset but only when the reimbursement is virtually certain. The expense relating to any provision is presented in the Statement of Profit or Loss and Other Comprehensive Income net of any reimbursement.

Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the reporting date. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects the time value of money and the risks specific to the liability. The increase in the provision resulting from the passage of time is recognised in finance costs.

The Company has recognised expenses of \$615,000 in the current period (2022: \$585,000) in relation to defined contribution plans which are included in employee benefit expenses in the Statement of Profit or Loss and Other Comprehensive Income.

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2023

### 19. Provisions (continued)

	2023 \$	2022 \$
<b>Current liabilities</b>		
Provision for annual leave	650,562	567,166
Provision for long service leave	467,481	405,258
	<u>1,118,043</u>	<u>972,424</u>
<b>Non-current liabilities</b>		
Other provisions	91,609	89,375
Provision for long service leave	134,970	133,919
	<u>226,579</u>	<u>223,294</u>

### 20. Capital management

Management controls liquid funds of the Company to ensure that adequate cash is available to fund operations. This includes the maintenance of minimum cash, and other near-liquid reserves, to ensure short term operational and other non-discretionary financial obligations are able to be met. Liquidity targets are set in order to meet the requirements of forecast operational cash outflows, considering cashflows from one to six months, and the needs of capital projects. The Company's debt and capital consist of financial liabilities, supported by financial assets. In some cases, particularly in relation to funding received through bank loans issued by the Commonwealth Bank of Australia, debt is drawn prior to the commencement of projects to which the funds will be applied. As a result, surplus cash reserves are held in the short-term until they are deployed against capital commitments. Surplus funds are invested to optimise the balance between generating a return and minimising risk, and ensuring funds are available when required to meet capital and other commitments.

Management effectively manage the Company's capital by assessing the Company's financial risks and responding to changes in these risks. These responses may include the consideration of debt levels and application for further grants.

There have been no changes in the strategy adopted by management to control the capital of the Company since the previous year. This strategy is to ensure that sufficient cash is on hand to meet trade and sundry payables and continue providing the resources and services for which the Company was established.

### 21. Reserves

	2023 \$	2022 \$
Asset revaluation reserve (a)	31,298,805	16,895,564
	<u>31,298,805</u>	<u>16,895,564</u>

#### a) Asset revaluation reserve

	2023 \$	2022 \$
Balance at 1 July	16,895,564	-
Asset revaluation	14,403,241	16,895,564
Balance at 30 June	<u>31,298,805</u>	<u>16,895,564</u>

## Notes to the Financial Statements

for the year ended 30 June 2023

### 21. Reserves (continued)

#### a) Asset revaluation reserve (continued)

The revaluation reserve is used to record increments (net of decrements) in the fair value of land and buildings net of any changes to the value of mixed equity liabilities arising from the revaluation.

### 22. Capital and leasing commitments

#### Operating lease commitments

	2023 \$	2022 \$
<b>Non-cancellable operating leases contracted for but not capitalised in the financial statements</b>		
Payable - minimum lease payments		
Not later than 12 months	-	9,147
	<u>-</u>	<u>9,147</u>

Lease contracts have a remaining lease term of less than 12 months and are therefore classified as short-term leases under AASB 16. Lease payments are recognised as an operating expense on a straight-line basis over the term of the lease.

#### Capital expenditure commitments

	2023 \$	2022 \$
<b>Capital expenditure contracted for but not capitalised in the financial statements</b>		
Land and buildings		
Not later than 12 months	3,410,382	2,218,503
	<u>3,410,382</u>	<u>2,218,503</u>

Capital expenditure commitments of \$3.4m include a commitment to replace assets that were disposed under the Asset Renewal Program - \$1.6m (2022: \$1.6m) and assets that were disposed as part of the Royalties for Regions funding under South West Ageing in Place Housing Pilot project - \$0.6m (2022: \$0.6m).

There are no other capital commitments as at 30 June 2023.

### 23. Contingent liabilities and contingent assets

#### a) Contingent assets

There were no contingent assets at 30 June 2023.

#### b) Contingent liabilities

The Company has an unsecured contingent liability facility from Commonwealth Bank of Australia of \$450,000 of which \$411,237 is pledged as bank guarantee for its Rivervale office lease.

There are no other contingent liabilities as at 30 June 2023.

## Notes to the Financial Statements

for the year ended 30 June 2023

### 24. Related party transactions

#### a) Key management personnel

The aggregate compensation made to directors and other key management personnel of the Company is set out below:

	2023 \$	2022 \$
<b>Directors</b>		
Short-term benefits	960,736	818,115
<b>Total compensation paid to directors</b>	<u>960,736</u>	<u>818,115</u>

#### Other key personnel

Short-term benefits	2,482,131	2,246,520
<b>Total compensation paid to other key personnel</b>	<u>2,482,131</u>	<u>2,246,520</u>

The compensation disclosed for 2023 relates to the total amount paid to all directors and key management personnel for their role in planning, directing or controlling the activities of all entities within the HCA Group.

#### b) Transactions with related parties

Housing Choices Australia Limited manages payments to suppliers and receipts from operations on behalf of each group entity, this includes the management of the group GST returns with the ATO. These payments and receipts are subsequently recharged or transferred back to/from the related party. As at 30 June 2023, the amount due to related parties is mainly due to the timing of the related party settlement.

Transactions between related parties are on normal commercial terms and conditions no more favourable than those available to other parties unless otherwise stated.

During the current financial year, Housing Choices Australia Limited and other related parties provided/(received) project development, shared operation services and management services (including risk and treasury management, compliance and governance monitoring) to/(from) the Company. An administration fee is charged/(received) for the provision of these services and the amounts charged/(received) are as follows:

	2023 \$	2022 \$
Housing Choices Australia Limited (Parent Company)	2,435,645	1,468,102
Other related parties	<u>(869,543)</u>	<u>(1,103,888)</u>
	<u>1,566,102</u>	<u>364,214</u>

## Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2023

### 24. Related party transactions (continued)

#### c) Outstanding balances arising from provision of services

The following balances are outstanding at the end of the reporting period in relation to transactions with related parties:

	2023 \$	2022 \$
<i>Current payables</i>		
Housing Choices Australia Limited	305,493	19,920
	<u>305,493</u>	<u>19,920</u>

#### d) Loans to/from related parties

There are no loans to/from related parties during the financial year ending 30 June 2023 (2022: Nil).

#### e) Director related entities

There were no transactions with personally related entities of directors during the financial year ending 30 June 2023 (2022: Nil).

### 25. Events after the Balance Sheet date

No other matters or circumstances have arisen since 30 June 2023 that has significantly affected, or may significantly affect the Company's operations, the results or the Company's state of affairs in future financial years.

### 26. Auditor's remuneration

During the year the following fees were paid or payable for services provided by PricewaterhouseCoopers Australia (PwC) as the auditor of the Company:

	2023 \$	2022 \$
Audit and assurance services	45,780	42,000
	<u>45,780</u>	<u>42,000</u>

### 27. Company details

The registered office and principal place business of the Company is:

**Rivervale**  
Level 7, 25 Rowe Ave  
Rivervale  
Western Australia 6103

Housing Choices Western Australia Limited - Financial Report

## Notes to the Financial Statements

for the year ended 30 June 2023

### 27. Company details (continued)

#### Other offices:

**Mandurah**  
4 Stevenson Street  
PO Box 1200  
Mandurah WA 6210

**Bunbury**  
Level 1  
25 Victoria Street  
PO Box 1539  
Bunbury WA 6230

Housing Choices Western Australia Limited - Financial Report

## Directors' Declaration

In accordance with a resolution of the directors of Housing Choices Western Australia Limited, I state that:

In the opinion of the directors:

- (a) the financial statements and notes of the Company for the financial year ended 30 June 2023 are in accordance with the *Australian Charities and Not-for-Profits Commission Act 2012*, including:
  - (i) Giving a true and fair view of the Company's financial position as at 30 June 2023 and of its performance for the year ended on that date.
  - (ii) Complying with the Australian Accounting Standards - Simplified Disclosures and *Australian Charities and Not-for-Profits Commission Act 2012*.
- (b) there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

On behalf of the board



Fabienne Michaux  
Melbourne  
25 October 2023





## Independent auditor's report

To the members of Housing Choices Western Australia Limited

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### Our opinion

In our opinion:

The accompanying financial report of Housing Choices Western Australia Limited (the Company) is in accordance with Division 60 of the *Australian Charities and Not-for-profits Commission (ACNC) Act 2012*, including:

- (a) giving a true and fair view of the Company's financial position as at 30 June 2023 and of its financial performance for the year then ended
- (b) complying with Australian Accounting Standards - Simplified Disclosures and Division 60 of the *Australian Charities and Not-for-profits Commission Regulations 2022*.

### What we have audited

The financial report comprises:

- the statement of financial position as at 30 June 2023
- the statement of changes in equity for the year then ended
- the statement of cash flows for the year then ended
- the statement of profit or loss and other comprehensive income for the year then ended
- the notes to the financial statements, which include significant accounting policies and other explanatory information
- the directors' declaration.

---

### Basis for opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the financial report* section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Independence

We are independent of the Company in accordance with the ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

---

### Other information

The directors are responsible for the other information. The other information comprises the information included in the annual financial report for the year ended 30 June 2023, but does not include the financial report and our auditor's report thereon.

Our opinion on the financial report does not cover the other information and accordingly we do not express any form of assurance conclusion thereon through our opinion on the financial report.

PricewaterhouseCoopers, ABN 52 780 433 757  
2 Riverside Quay, SOUTHBANK VIC 3006, GPO Box 1331, MELBOURNE VIC 3001  
T: 61 3 8603 1000, F: 61 3 8603 1999

Liability limited by a scheme approved under Professional Standards Legislation.



In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work we have performed on the other information that we obtained prior to the date of this auditor's report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

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#### **Responsibilities of the directors for the financial report**

The directors of the Company are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards - Simplified Disclosures and the *Australian Charities and Not-for-profits Commission (ACNC) Act 2012* and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the ability of the Company to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

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#### **Auditor's responsibilities for the audit of the financial report**

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standards Board website at:

[http://www.auasb.gov.au/auditors\\_responsibilities/ar4.pdf](http://www.auasb.gov.au/auditors_responsibilities/ar4.pdf). This description forms part of our auditor's report.

A handwritten signature in cursive script that reads 'PricewaterhouseCoopers'.

PricewaterhouseCoopers

A handwritten signature in cursive script that reads 'Katherine Ransom'.

Katherine Ransom  
Partner

Melbourne  
25 October 2023



### Auditor's Independence Declaration

As lead auditor for the audit of Housing Choices Western Australia Limited for the year ended 30 June 2023, I declare that to the best of my knowledge and belief, there have been no contraventions of any applicable code of professional conduct in relation to the audit.

A handwritten signature in black ink that reads 'Katherine Ransom'.

Katherine Ransom  
Partner  
PricewaterhouseCoopers

Melbourne  
25 October 2023

PricewaterhouseCoopers, ABN 52 780 433 757  
2 Riverside Quay, SOUTHBANK VIC 3006, GPO Box 1331, MELBOURNE VIC 3001  
T: 61 3 8603 1000, F: 61 3 8603 1999, [www.pwc.com.au](http://www.pwc.com.au)

Liability limited by a scheme approved under Professional Standards Legislation.

**16      REPORTS – NATURAL ENVIRONMENT**

Nil

**17      REPORTS – BUILT INFRASTRUCTURE**

Nil

## 18 REPORTS – CIVIC LEADERSHIP

### 18.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 DECEMBER 2024

#### SUMMARY

The purpose of this report is to present to Council a list of accounts paid under delegated authority for the month ended 31 December 2024 as required by the *Local Government (Financial Management) Regulations 1996*.

#### OFFICER RECOMMENDATION

That Council:

1. **Accepts the list of accounts, totalling \$7,641,367.40 paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 31 December 2024, as detailed at Attachment A.**
2. **Accepts the detailed transaction listing of credit card expenditure paid for the period ended 31 December 2024, as detailed at 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 *	\$ 1,265,641.80
Cheque	\$ 497.65
EFT Payments	\$ 4,704,141.54
Payroll Payments	\$ 1,671,086.41
<b>Total Attachment A</b>	<b>\$ 7,641,367.40</b>

\*Automatic Payment deductions include a payment of **\$35,496.82** for credit card payments. A detailed transaction listing of credit card expenditure paid for the period ended 31 December 2024, is included at Attachment B.

A detailed listing of December 2024 payments, including short descriptions for each payment, is provided in Attachment A.

#### STRATEGIC IMPLICATIONS

There are no strategic implications as a result of this proposal.

## SOCIAL IMPLICATIONS

There are no social implications as a result of this proposal.

## 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 sub-regulation (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

All expenditure included in the list of payments is in accordance with City's annual budget.

## ASSET MANAGEMENT IMPLICATIONS

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

## ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

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

## COMMUNITY ENGAGEMENT

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

## ATTACHMENTS

- A. **AP Payment Listing Summary Report - December 2024** [↓](#)
- B. **Credit Card Transactions Report - December 2024** [↓](#)

## Payment Listing



Payments made between 01-Dec-2024 and 31-Dec-2024

Creditor No	Payee	Description	Amount
<b>Cheques</b>			
<b>Cheques 05-Dec-2024</b>			
10537	City Of Kwinana - Pay Cash	Petty Cash Reimbursement	93.85
<b>Cheques 19-Dec-2024</b>			
10537	City Of Kwinana - Pay Cash	Petty Cash Reimbursement	403.80
<b>Total Cheques</b>			<b>497.65</b>
<b>EFT</b>			
<b>EFT 05-Dec-2024</b>			
11852	Pauline Isla Igglesden	Reimbursement	866.50
10680	AAA Blinds Port Kennedy	Facility Maintenance	798.00
12655	ABN Residential WA P/L	Infrastructure Bond refund	2,000.00
11017	Air Liquide Australia	Recquatic Expenses	58.56
11746	All Lines	Line marking	1,265.00
11431	Bannerworld	Signage	198.00
10597	Beaver Tree Services Aust Pty Ltd	Tree Pruning/Removal/Clearance/Watering	85,834.29
12681	Beryl Lisa Maree Garlett	Boola Maara Meeting	150.00
10450	Blackwoods Pty Ltd	Safety Clothing/Equipment/Uniforms	530.64
10418	BullAnt Security Pty	Locksmith Services	90.00
10400	Bunnings Building Supplies	Hardware	886.19
11312	Burson Automotive Pty Ltd	Plant Repairs and Maintenance	1,171.23
11650	Chourasia Family Trust	Event expenses	66.00
12579	Cindy Ballard	Boola Maara Meeting	150.00
10027	Citizens Advice Bureau of WA Inc	Human Resources/Payroll	1,100.00
10055	Classic Hire	Plant/Equipment Hire	4,866.95
10704	Commercial Aquatics Australia	Recquatic Expenses	4,035.39
10062	Construction Training Fund	Building and Construction Industry Training Fund	6,189.54
11251	Cyclus Australia	Labour/Personnel Hire	1,627.47
11014	Department of Mines, Industry Regulation and Safety (DMIRS)	Building and Energy - Building Services Levy	43,212.54
12286	Donald Hospitality Pty Ltd	Catering	400.00
10649	Downer EDI Works Pty Ltd	Roadworks/upgrades/asphalt	179.00
10870	Elxacom	Electrical Services	2,783.94
10760	Elliotts Irrigation Pty Ltd	Reticulation Parts & Repairs	4,952.20
80125	Emma del Pino	Reimbursement	162.14
12571	EV Charging Systems Pty Ltd	Install EV Charging units at various locations	75,451.09
12621	Footprint WA Pty Ltd	Printing/Graphic Design Expenses	539.00
10321	Forpark Australia	Playground and Parks Equipment/Inspections/Repairs	814.00
12641	Forth Consulting Pty Ltd	Recquatic - site inspection	7,700.00
10940	Frontline Fire and Rescue Equipment	Safety Clothing/Equipment/Uniforms	2,159.64
11680	Galaxy 42 Pty Ltd (Attura)	Provision of Consulting Services - Service Desk requests	5,775.00
10222	Gasian Tembo (Sypha Photography)	Photography/Videography	1,630.00
10446	Heatley Sales Pty Ltd	Safety Clothing/Equipment/Uniforms	146.86
10850	HiTech Sports Pty Ltd	Recquatic Expenses	1,815.00
10077	Home Group WA	Infrastructure Bond refund	4,000.00
12617	HUG Group (WA) Pty Ltd	Infrastructure Bond refund	4,000.00
12142	Hydroquip Pumps & Pumps Irrigation P/L	Bore Drilling/Maintenance	2,623.50
12429	Iru & Yug Pty Ltd	Catering	47.00
10621	Ixom Operations Pty Ltd	Cleaning Products	1,248.48
10453	K Mart	Event expenses	69.00
80144	Kaylee Mitchison	Reimbursement	62.60
12754	KCI Industries Pty Ltd	Recquatic Expenses	173.50
10725	Kelyn Training Services	Employee Training/professional development	450.00
10465	Lamp Replacements (LRA)	Electrical Goods	248.64
11006	Landscape and Maintenance Solutions	Mowing and Pruning	11,308.22
10731	LD Total	Maintenance of Streetscapes/Landscapes	9,507.80
10474	Main Roads Western Australia	Challenger Ave blackspot & Marri Park Drive Roadworks	151,983.41
12364	Mantellato , Robert	Electrical Services	2,073.50
12698	Marie Walley	Boola Maara Meeting	150.00
10813	Master Lock Service	Locksmith Services	325.00
10717	MRP General Pest/Termite Division 43 07	Pest Control	202.00
12588	Outatime Pictures	Photography/Videography	1,900.00
11209	Outback Handyman	Facility Maintenance	902.00
12581	Paul Kevin Garlett	Boola Maara Meeting	150.00
12649	Perth Party Hire & Sales P/L	Event expenses	1,361.19
12616	Play Check Pty Ltd	Playground and Parks Equipment/Inspections/Repairs	198.00
11316	Playground Safety Inspectors Australia Pty Ltd	Playground and Parks Equipment/Inspections/Repairs	2,970.00
11320	Pure Homes Pty Ltd T/As B1homes	Infrastructure Bond refund	2,000.00
11175	QTM Pty Ltd	Traffic Management - Anketell Road	2,927.33
11290	Red Oxygen Pty Ltd	Messages on hold - November 2024	45.32
11060	Rosie O Entertainment Pty Ltd	Performers/Entertainment - Face painting	572.00
11161	Safemaster Safety Products Pty Ltd	Safety Clothing/Equipment/Uniforms	9,030.84
10198	Setonix Digital Pty Ltd	Senior P&R Compliance Implementation costs	11,618.59
10491	Sonic Health Plus	Medical Examinations	716.10
11148	Southern Quicksapes	Maintenance of Streetscapes/Landscapes	8,227.09
10766	Spotlight Pty Ltd	Event expenses	522.00
10520	St John Ambulance Australia (WA) Inc	Employee Training/professional development	141.00
11603	Stantec Australia Pty Ltd	Traffic Modelling for DCP1	28,199.49
99999	Sundry EFT	Bond & Rates refunds, Grant payments, duplicate payment refund etc.	49,407.06
10525	Sunny Sign Company Pty Ltd	Signage	918.50
12706	Super Group Discretionary Trust	Weed Control	15,108.09
12193	Swell Fine Food Catering	Catering - OCM dinner & Seniors Xmas Party	8,360.00
10684	Tangent Nominees Pty Ltd T/As Summit Homes Group	Infrastructure Bond refund	6,000.00

6/01/2025

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## Payment Listing



Payments made between 01-Dec-2024 and 31-Dec-2024

Creditor No	Payee	Description	Amount
10534	Total Eden Pty Ltd (Nutrien Water)	Reticulation Parts & Repairs	5,576.28
10873	Total Green Recycling	Waste removal/services/fees	1,142.90
10957	Total Tools Rockingham	Tools/Tool Repairs	75.95
10815	Totally Workwear Rockingham	Safety Clothing/Equipment/Uniforms	333.01
12599	TPG Network Pty Ltd	Phone/Internet expenses	2,341.73
12241	West Coast Spring Water Pty Ltd	Water/delivery	193.50
10554	Westbooks	Library items	206.40
10548	Western Australian Local Government Association	Employee Training/professional development	75.00
10556	Western Irrigation Pty Ltd	Reticulation Parts & Repairs	661.58
11149	Wheelie Clean	Cleaning Services	642.03
10640	Wilson Security Pty Ltd	Security Services - Villages	1,076.34
10422	Winc Australia Pty Ltd	Stationery	2,680.20
10072	Woolworths Group Online	Groceries	247.94
11605	Woolworths Group Open Pay	Groceries	4,160.60
11167	Workpower Incorporated	Maintenance of Streetscapes/Landscapes	4,367.00
10561	Wurth Australia Pty Ltd	Tools/Tool Repairs	1,129.18
12689	ZA Corrigan & SE Dorizzi	Muay Thai classes for Zone programs	1,500.00
<b>EFT 06-Dec-2024</b>			
12703	P.A & R.K Craig-Power	Catering	1,280.00
10551	Water Corporation of Western Australia	Utilities	3,721.04
<b>EFT 08-Dec-2024</b>			
10004	Australian Services Union	Union Membership	178.91
10001	Australian Taxation Office	Taxation	235,908.00
10005	Child Support Agency	Child Support Agency Payments	951.66
10006	City of Kwinana - Xmas fund	City of Kwinana Christmas Saver	7,380.00
10007	Health Insurance Fund of WA (HIF)	Health Insurance Fund of WA (HIF)	395.50
10003	LGRCEU	Union Membership	707.87
10367	Maxxia Pty Ltd	Novated Leases	1,772.52
<b>EFT 12-Dec-2024</b>			
11897	Rachele Leslie May Jones	Reimbursement	49.45
11525	A & P Advisory	Audit fees	825.00
10383	AAA Asphalt Surfaces	Roadworks/upgrades/asphalt	2,750.00
10368	AAA Windscreens & Tinting	Plant Repairs and Maintenance	660.00
10613	ABCO Products	Cleaning Products	726.00
10369	Absolute Painting Services	Painting Contractor	1,364.00
11041	Accidental Health & Safety Perth	First Aid Service/Supplies	42.81
12589	AdSocial Pty Ltd	Advertising/Marketing Expenses	594.00
10272	Agrimate Fencing	Rail fencing to Welbourne Height	12,598.96
11746	All Lines	Line marking	3,355.00
12672	Allen Kenneth Paul	Event expenses	2,376.00
10848	ALSCO Pty Ltd	Linen hire	71.01
80041	Amna Awais	Reimbursement	120.43
10049	Anna Kelly	Performers/Entertainment - Koorliny Arts	240.00
10577	Arteil	Office Furniture	497.20
11595	Asbestos Masters WA	Waste removal/services/fees	1,320.00
12163	Asha Victoria Perry	Stage Manager at Koorliny	2,400.00
11714	Auslan Stage Left	Interpreter Service	352.00
12453	Aussie Broadband Ltd	Phone/Internet expenses	1,316.00
11355	Australian HVAC Services Pty Ltd	Airconditioning/Refrigeration Maintenance	7,178.33
10376	Australian Institute of Building Surveyors	Employee Training/professional development	880.00
12345	Australian Library & Info Assoc	Employee Training/professional development	1,310.00
12276	Australian Performing Arts Centre Ltd	Membership fee	1,640.00
11278	Back Beach Co Pty Ltd	Recreational Expenses	809.60
11010	Baldivis Transport Pty Ltd	Courier Service/transportation/removalist	185.00
11431	Bannerworld	Signage	176.00
10597	Beaver Tree Services Aust Pty Ltd	Tree Pruning/Removal/Clearance/Watering	8,111.94
12764	Benjamin Catley	Printing/Graphic Design Expenses	990.00
10750	BGC (Australia) Pty Ltd	Delivery of concrete packs	569.80
11268	Biffa Mini Bins	Waste removal/services/fees	510.00
10450	Blackwoods Pty Ltd	Safety Clothing/Equipment/Uniforms	402.51
80128	Brett Cammell	Reimbursement	30.00
11224	Bricks 4 Kidz Applecross	Community Workshops/Facilitation	220.00
11975	Broderick & Associates	Regional facilitation services	7,916.46
10418	BullAnt Security Pty	Locksmith Services	1,937.80
10400	Bunnings Building Supplies	Hardware	1,645.38
11312	Burson Automotive Pty Ltd	Plant Repairs and Maintenance	433.87
11104	Business Base	Office Furniture	1,613.00
12680	Byprogress Pty Ltd	Event expenses	945.00
10196	Cavalieri Unit Trust	Hardware	1,549.90
10088	Celtek Pty Ltd	Facility Maintenance	2,403.50
10686	Chefmaster Australia	Roadside litter bags	1,400.00
11922	ChoiceOne Pty Ltd	Labour/Personnel Hire	14,088.01
11650	Chourasia Family Trust	Event expenses	150.00
12690	Christopher Mark Bayley	Cleaning Services	434.50
10574	City of Armadale	Human Resources/Payroll - LSL payout	8,147.64
10416	CJD Equipment Pty Ltd	Plant Repairs and Maintenance	1,674.12
11077	Coastal Vegetation Management	Maintenance of Streetscapes/Landscapes	41,332.50
10420	Cockburn Party Hire	Community Engagement - Events	1,126.00
11338	Community Resources Limited T/As Soft Landing	Waste removal/services/fees	3,816.12
10761	Complete Office Supplies Pty Ltd	Stationery	969.81
11251	Cyclus Australia	Labour/Personnel Hire	1,112.68
10675	Daniels Printing Craftsmen	Printing/Graphic Design Expenses	24,860.00
80038	David Boccuzzi	Reimbursement - Catering at Depot	1,798.00
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## Payment Listing

Payments made between 01-Dec-2024 and 31-Dec-2024



Creditor No	Payee	Description	Amount
10589	Dell Australia Pty Ltd	Leased equipment	968.00
10426	Department of Transport	Vehicle Ownership Searches	86.45
10430	Domino's Pizza - Kwinana Market Place	Catering	57.60
12286	Donald Hospitality Pty Ltd	Catering	355.00
10649	Downer EDI Works Pty Ltd	Roadworks/upgrades/asphalt	258.77
11246	Dowsing Group Pty Ltd	Roadworks/upgrades/asphalt - Mandurah Road	6,365.86
10168	Easifleet	Novated Leases	1,669.50
12408	Edward Timothy James	Catering	375.00
10939	EEO Specialists	Employee Training/professional development	10,450.00
10870	Elxacom	Electrical Services	8,826.58
10760	Elliotts Irrigation Pty Ltd	Reticulation Parts & Repairs	357.50
12478	Envirapest Pty Ltd	Weed Control	1,980.00
10692	Envirocare Systems Pty Ltd	Plumbing Services	341.00
10978	Envirosweep	Maintenance of Streetscapes/Landscapes	4,760.28
11842	Fatal FX Panel and Paint	Plant Repairs and Maintenance	500.00
11840	FiftyFitness	Recquatic Expenses	2,475.00
10972	Fire And Safety Australia Pty Ltd	Safety Clothing/Equipment/Uniforms	375.00
12621	Footprint WA Pty Ltd	Printing/Graphic Design Expenses	633.60
10900	Forward Learning Pty Ltd (World Book)	Subscription - Library	1,496.00
12665	Frannys Kitchen Pty Ltd	Event expenses	2,500.00
10662	Freestyle Now	Community Workshops/Facilitation	3,080.00
11680	Galaxy 42 Pty Ltd (Attura)	Provision of Consulting Services - IT Service Desk requests	17,325.00
11902	Gary Kay	Reimbursement	31.50
10124	Good Samaritan Industries	Event expenses	180.00
10441	Green Skills Inc / Ecojobs Environmental Personnel	Labour/Personnel Hire	18,750.34
10945	GreenLite Electrical Contractors Pty Ltd	Bore Drilling/Maintenance	2,972.90
12015	Gwen Belbin	Tenure payment for the sale of a villa	283,328.59
12123	Have A Go News	Advertising/Marketing Expenses	330.00
10446	Heatley Sales Pty Ltd	Safety Clothing/Equipment/Uniforms	418.61
10691	HECS Fire	Fire Equipment/Service	3,914.28
10305	Iconic Property Services Pty Ltd	Cleaning Services	5,935.34
10855	Imagesource Digital Solutions	Printing/Graphic Design Expenses	1,721.50
12726	IML Home Services Pty Ltd	Cleaning Services	880.00
10621	Ixom Operations Pty Ltd	Cleaning Products	125.49
10119	Jackson Asphalt	Roadworks/upgrades/asphalt - Povey Place road repair	6,056.82
12633	Janet Susan Halpin	Performers/Entertainment	500.00
11547	Jax Tyres Kwinana	Plant Repairs and Maintenance	49.00
12339	Jenga Pty Ltd	Facility Maintenance	431.32
12708	Josh Byrne & Associates Pty Ltd	Gardening - Plants/Supplies	1,672.44
11539	K & S Catering	Catering - Thank a Volunteer event	1,540.00
10453	K Mart	Event expenses	119.00
11477	Kadeklerk Photography (Wildfolie)	Photography/Videography	640.00
11753	KAGE Systems	Plant Repairs and Maintenance	1,197.61
12520	Kalyakoorl Pty Ltd	Community Workshops/Facilitation	3,850.00
80144	Kaylee Mitchison	Reimbursement	59.05
10725	Kelyn Training Services	Employee Training/professional development	450.00
11249	Kevrek (Australia) Pty Ltd	Facility Maintenance	1,920.27
11006	Landscape and Maintenance Solutions	Mowing and Pruning	29,916.02
12651	Lasron Consulting Pty Ltd	OMG! Festival lighting & projections	9,667.61
10731	LD Total	Maintenance of Streetscapes/Landscapes	163,522.37
10195	Left Back Consulting Pty Ltd	Data Migration November 2024	29,784.59
10468	Les Mills Australia (Lesmills)	Recquatic Expenses	724.64
12519	Level 9 (WA) Pty Ltd	State Land Assessment	7,933.30
11976	Lifespan Dance	Performers/Entertainment	640.00
11313	Mackie Plumbing and Gas Pty Ltd	Plumbing Services	11,447.56
10474	Main Roads Western Australia	Road Safety training	1,474.00
10475	Major Motors	Plant Repairs and Maintenance	7,374.63
10813	Master Lock Service	Locksmith Services	66.00
12584	McLeods Lawyers Pty Ltd	Legal Expenses	434.28
10964	Mega Glow Yoga	Recquatic Expenses	2,400.00
11823	Miracle Recreation Equipment	Electrical Services	691.14
10717	MRP General Pest/Termite Division 43 07	Pest Control	923.48
11024	Natsales Advertising Pty Ltd	Advertising/Marketing Expenses	193.00
11817	Netsight Consulting Pty Ltd ATF	Subscriptions - Myosh	1,157.20
11004	Ohura Consulting	IR Industrial Agreement - HR	3,653.25
80011	Olivia Del Signore	Reimbursement	63.50
11209	Outback Handyman	Facility Maintenance	2,717.00
11589	Parkin Print	Printing/Graphic Design Expenses	489.50
12146	Perth Energy P/L	Utilities	9,444.04
10926	Pickles Auctions	Fleet management	484.00
12759	Platinum Speakers & Entertainers P/L	International Women's Day - performance	1,925.00
11316	Playground Safety Inspectors Australia Pty Ltd	Playground and Parks Equipment/Inspections/Repairs	4,345.00
10490	Port Printing Works	Printing/Graphic Design Expenses	2,191.48
11954	Precast Civil Industries Pty Ltd (Civilmart)	Building construction	501.60
12400	Pretzos Holding P/L	Mower Parts & Repairs	1,128.90
10832	Promotions Only	Promotional items	876.92
10995	Purearth	Maintenance of Streetscapes/Landscapes	10,577.88
11175	QTM Pty Ltd	Traffic Management - various locations	23,249.69
10493	RAC Motoring Pty Ltd t/a RAC Business Wise	Fleet management - Road Side Assistance	9,182.81
12208	Rapid Relief Team (RRT) Ltd	Catering	396.00
11221	Ritz Party Hire	Event expenses	1,445.00
11869	Robinsons Welding Group P/L	Welding Equipment/Supplies	5,834.75
10503	Royal Life Saving Society	Recquatic Expenses	175.00
12226	RSM Australia Pty Ltd	Audit fees	3,630.00
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## Payment Listing

Payments made between 01-Dec-2024 and 31-Dec-2024



Creditor No	Payee	Description	Amount
12361	Sally Anne Bickford	Catering	1,113.00
10090	Sapio Pty Ltd	Security Services	519.75
10505	Satellite Security Services	Security Services - swipe card system maintenance	474.10
10198	Setonix Digital Pty Ltd	ECM & IM consulting	32,821.59
11924	Sigma Telford Group (Cromag P/L)	Cleaning Products	370.59
11230	SoCo Studios (Travis Hayto)	Photography/Videography	577.50
10491	Sonic Health Plus	Medical Examinations	774.40
11148	Southern Quicksapes	Maintenance of Streetscapes/Landscapes	30,890.27
10766	Spotlight Pty Ltd	Event expenses	288.50
10520	St John Ambulance Australia (WA) Inc	Employee Training/professional development	2,421.30
11407	State Wide Turf Services	Turf Maintenance	7,315.00
12343	Stephen Phillip Carr	Performers/Entertainment	510.00
10442	StrataGreen	Maintenance of Streetscapes/Landscapes	405.90
12509	Stratco WA P/L	Building and Construction Industry Training Fund	1,357.50
99999	Sundry EFT	Rates refund	1,001.00
10525	Sunny Sign Company Pty Ltd	Signage	1,208.24
10008	SuperChoice	Superannuation contribution	157,214.99
12504	Sweets On The Run Pty Ltd	Catering	500.00
11981	Sydney Tools Pty Ltd	Tools/Tool Repairs	5,609.47
10600	Synergy	Utilities	162,350.06
10572	Taylor Tyres Pty Ltd	Plant Repairs and Maintenance	1,236.40
11194	Technifire 2000	Fire Equipment/Service	2,567.01
10623	Technology One Limited	Technology/One SaaS Platform Fee/Consulting	7,095.00
10526	Telstra Limited	Phone/Internet expenses	75.00
12751	The Brockwell Family Trust	Electrical Goods	100.00
12070	The Estate of KB Hirschberg	Tenure payment for the sale of a villa	326,453.14
11236	The Mighty Booths	Performers/Entertainment	700.00
12752	The Trustee for TLCC Perth Unit Trust	Catering	1,289.00
12269	TicketSearch Pty Ltd	Event expenses	0.22
10147	Timothy Kelly	Performers/Entertainment	750.00
10786	Tony Aveling & Associates Pty Ltd	Employee Training/professional development	1,089.00
10534	Total Eden Pty Ltd (Nutrien Water)	Reticulation Parts & Repairs	13,258.05
10957	Total Tools Rockingham	Tools/Tool Repairs	99.90
10815	Totally Workwear Rockingham	Safety Clothing/Equipment/Uniforms	798.69
12529	Trustee for The Narasimha Swamy Family	Security Services	4,513.80
10816	Tyrecycle Pty Ltd	Waste removal/services/fees	5,931.88
10599	Veolia - Recycling and Recovery P/L	Waste removal/services/fees	2,490.90
10547	WA Hino Sales & Service	Fleet management	2,097.25
12669	Walter Martinez	Event expenses	2,250.00
10550	Waste Stream Management Pty Ltd	Waste removal/services/fees	105.60
10551	Water Corporation of Western Australia	Utilities	130.43
12241	West Coast Spring Water Pty Ltd	Water/delivery	334.53
10554	Westbooks	Library items	109.14
12746	Western Environmental Pty Ltd	Construction Environmental Plan	8,800.00
10422	Winc Australia Pty Ltd	Stationery	146.54
11526	Winmar Enterprises Pty Ltd	Welcome to Country	550.00
10072	Woolworths Group Online	Groceries	205.65
11605	Woolworths Group Open Pay	Groceries	1,602.32
11167	Workpower Incorporated	Maintenance of Streetscapes/Landscapes	23,497.08
12281	Workwear & Safety Solutions P/L	Safety Clothing/Equipment/Uniforms	2,043.45
10661	Wren Oil	Waste removal/services/fees	3,206.50
10561	Wurth Australia Pty Ltd	Tools/Tool Repairs	808.45
80005	Yuma Suzuki	Reimbursement	126.06
10871	Zip Heaters	Electrical Services	1,055.89
10610	ZircoData Pty Ltd	Records Storage/Retrieval	1,171.38
<b>EFT 19-Dec-2024</b>			
11967	Jack Michael Banister	Reimbursement	60.71
11892	Zsuzsanna Madai	Reimbursement	18.76
11525	A & P Advisory	Audit fees	825.00
10680	AAA Blinds Port Kennedy	Facility Maintenance	3,064.00
10613	ABCO Products	Cleaning Products	247.50
12655	ABN Residential WA P/L	Refund of duplicate payments	13,138.07
10369	Absolute Painting Services	Painting Contractor	528.00
10093	Allstate Kerbing and Concrete	Kerb repairs - Anketell Rd, Armstrong Rd	3,960.00
11797	Allways Property Maintenance	Facility Maintenance	7,073.00
80041	Amna Awais	Reimbursement	548.00
10800	Animal Pest Management Services	Pest Control	2,750.00
10135	Armed for Life Foundation	Community Workshops/Facilitation	6,050.00
10385	Australia Post Agency Commission	Postage	305.70
10891	Australia Post General	Postage	5,772.90
11355	Australian HVAC Services Pty Ltd	Airconditioning/Refrigeration Maintenance	3,305.24
11676	Barry Charles Winmar	Elected Member Sitting Fees/reimbursements	5,089.17
10597	Beaver Tree Services Aust Pty Ltd	Tree Pruning/Removal/Clearance/Watering	2,502.50
12301	Beverley Margaret School of Dance	Performers/Entertainment - venue hire	9,275.00
80128	Brett Cammell	Reimbursement	102.40
10400	Bunnings Building Supplies	Hardware	1,672.16
10088	Celtek Pty Ltd	Facility Maintenance	875.00
10805	Centrecare	Human Resources/Payroll	1,122.00
11922	ChoiceOne Pty Ltd	Labour/Personnel Hire	2,624.31
11650	Chourasia Family Trust	Event expenses	577.50
12736	Christie McGarrity	Performers/Entertainment	600.00
12690	Christopher Mark Bayley	Cleaning Services	6,555.78
12780	City of Stirling	Human Resources/Payroll - LSL payout	20,620.72

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## Payment Listing



Payments made between 01-Dec-2024 and 31-Dec-2024

Creditor No	Payee	Description	Amount
11619	Common Ground Trails Pty Ltd	Consultancy - Kwinana Trails Master Plan	2,037.20
12718	Core Off-Road Pty Ltd	Fleet management - side step for a Ford Ranger	7,680.00
12220	David Acker	Elected Member Sitting Fees/reimbursements	3,060.15
11252	DNR Contracting Pty Ltd	Roadworks/upgrades/asphalt - Harlow Rd upgrade	46,183.39
10166	DS Agencies Pty Ltd	Locksmith Services	2,926.00
10168	Easifleet	Novated Leases	39,133.31
10698	Eclipse Soils Pty Ltd	Sand/soil	3,960.00
12408	Edward Timothy James	Catering	375.00
10870	Elexacom	Electrical Services	9,092.89
10978	Envirosweep	Maintenance of Streetscapes/Landscapes	19,386.68
12239	Erin Sergeant	Elected Member Sitting Fees/reimbursements	3,060.15
10940	Frontline Fire and Rescue Equipment	Safety Clothing/Equipment/Uniforms	599.50
11237	Great Southern Bio Logic	2024/25 Natural Areas Dieback control	9,751.50
10945	GreenLite Electrical Contractors Pty Ltd	Bore Drilling/Maintenance	7,096.75
10579	Host Direct	Catering	158.40
10305	Iconic Property Services Pty Ltd	Cleaning Services	141.37
11641	illion Australia Pty Ltd	Advertising/Marketing Expenses	1,055.30
10855	Imagesource Digital Solutions	Printing/Graphic Design Expenses	3,217.50
12429	Iru & Yug Pty Ltd	Catering	180.00
12238	Ivy Penny	Elected Member Sitting Fees/reimbursements	3,060.15
10621	Ixom Operations Pty Ltd	Cleaning Products	1,248.48
80099	Katherine Freind	Reimbursement	30.38
80144	Kaylee Mitchison	Reimbursement	48.85
11313	Mackie Plumbing and Gas Pty Ltd	Plumbing Services	18,959.84
12364	Mantellato , Robert	Electrical Services	2,596.00
11046	Matthew James Rowse	Elected Member Sitting Fees/reimbursements	3,065.92
12299	Matthey Kristen Patricia	Performers/Entertainment - ticketing income - Koorliny	3,068.00
11677	Michael Brown	Elected Member Sitting Fees/reimbursements	3,065.92
12300	MOODY KAITLYN LOUANNE	Performers/Entertainment - ticketing income - Koorliny	2,549.00
10717	MRP General Pest/Termite Division 43 07	Pest Control	1,670.94
12702	NG, KA Chun	Catering	990.00
12461	Nicole Anne Ingram	Community Workshops/Facilitation	1,070.00
11209	Outback Handyman	Facility Maintenance	1,089.00
11928	OverDrive Australia Pty Ltd	Computer Software Maintenance/equipment	3,000.00
11522	Palm Lakes Garden and Landscape Services	Maintenance of Streetscapes/Landscapes	572.00
10660	Peter Edward Feasey	Elected Member Sitting Fees/reimbursements	12,566.59
10926	Pickles Auctions	Fleet management	220.00
11315	Premier & Cabinet Department of	Legal Expenses	47.97
10824	Programmed Property Services Pty Ltd	Mowing and Pruning	15,567.33
12758	Push Management Pty Ltd	Provision of Consulting Services - Arts & Culture Strategy	6,732.00
10241	Quake Property Services Pty Ltd	Cleaning Services	1,126.40
12025	Ray Davis	Tenure payment for the sale of a villa	242,793.09
12701	Ricky Vanhdy Souradeth	Event expenses	1,500.00
11869	Robinsons Welding Group P/L	Welding Equipment/Supplies	10,282.91
10389	Rubek Automatic Doors	Facility Maintenance	7,249.00
12696	Senversa Pty Ltd	Contaminated site monitoring	18,400.80
80141	Sharon Oldfield	Reimbursement	44.20
10568	Sherilyn Wood	Elected Member Sitting Fees/reimbursements	3,046.24
12162	Simon Matesich	Electrical Services	1,530.00
11233	Sound Cabinets P/L	Facility Maintenance	4,785.00
11407	State Wide Turf Services	Turf Maintenance	28,591.88
99999	Sundry EFT	Bond & Rates refunds, Grant payments, duplicate payment refund etc.	3,997.51
10525	Sunny Sign Company Pty Ltd	Signage	558.80
11675	Susan Edith Kearney	Elected Member Sitting Fees/reimbursements	3,065.92
12504	Sweets On The Run Pty Ltd	Catering	800.00
10600	Synergy	Utilities	60,624.32
10623	Technology One Limited	TechnologyOne SaaS Platform Fee/Consulting	41,091.23
10606	The Trustee for ESK Family Trust	Mosquito Monitoring	9,641.32
12508	The Trustee for Kwinana WTE Project Trust	Waste removal/services/fees	9,081.72
11978	Theatre 180 INC	Performers/Entertainment	2,420.00
11947	Thorn Creative	Performers/Entertainment	114.00
12529	Trustee for The Narasimha Swamy Family	Security Services - Darius Wells	10,290.50
12438	Trustees for The Smith Family Trust	Every Club Workshop	5,115.00
12771	Two Way Street Communication P/L	Advertising/Marketing Expenses	693.00
10545	WA Limestone Co	Maintenance of Streetscapes/Landscapes	13,110.24
10551	Water Corporation of Western Australia	Utilities	916.10
10072	Woolworths Group Online	Groceries	853.58
11605	Woolworths Group Open Pay	Groceries	1,612.25
<b>EFT 23-Dec-2024</b>			
12335	All Flags and Signs Pty Ltd	Advertising/Marketing Expenses	1,571.90
12515	Allan Boyd	PSWMA Website Development	2,200.00
10004	Australian Services Union	Union Membership	178.91
10001	Australian Taxation Office	Taxation	248,712.00
12778	Billy Stitch Pty Ltd	Catering	242.00
10404	Cannon Hygiene Australia Pty Ltd	Cleaning Services	2,221.36
10005	Child Support Agency	Child Support Agency Payments	1,458.38
11922	ChoiceOne Pty Ltd	Labour/Personnel Hire	7,714.49
10006	City of Kwinana - Xmas fund	City of Kwinana Christmas Saver	7,380.00
10414	City of Rockingham	Waste removal/services/fees	5,842.32
12525	Craneswest (WA) Pty Ltd	Waste removal/services/fees	19,963.68
12286	Donald Hospitality Pty Ltd	Catering	2,500.00
10649	Downer EDI Works Pty Ltd	Roadworks/upgrades/asphalt - Gilmore Ave upgrade	311,848.04
10698	Eclipse Soils Pty Ltd	Sand/soil	1,650.00

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## Payment Listing

Payments made between 01-Dec-2024 and 31-Dec-2024



Creditor No	Payee	Description	Amount
10870	Elexacom	Electrical Services	17,130.00
12505	Entertainment Consulting P/L	Performance for Dami Im at Koorliny - deposit	4,950.00
10321	Forpark Australia	Playground and Parks Equipment/Inspections/Repairs	1,113.20
10940	Frontline Fire and Rescue Equipment	Safety Clothing/Equipment/Uniforms	1,303.50
11989	Gordon Smith	Performers/Entertainment	600.00
10441	Green Skills Inc / Ecojobs Environmental Personnel	Labour/Personnel Hire	4,142.57
10582	Hames Sharley Pty Ltd	Kwinana City Centre Precinct Plan	19,360.00
10007	Health Insurance Fund of WA (HIF)	Health Insurance Fund of WA (HIF)	395.50
10855	Imagesource Digital Solutions	Printing/Graphic Design Expenses	2,854.50
12429	Iru & Yug Pty Ltd	Catering	538.00
10189	Kone Elevators Pty Ltd	Electrical Services	6,941.48
10460	Kwinana Heritage Group	Operating subsidy/expenses	5,000.00
10571	Kyocera Document Solutions Australia Pty Ltd	Photocopy Expenses	2,142.99
11215	Leaf Bean Machine Pty Ltd	Coffee machine & Grinder - The Zone	8,650.40
10003	LGRCEU	Union Membership	729.30
11976	Lifespan Dance	Performers/Entertainment	1,320.00
12753	Lux Events Pty Ltd	Wellard Street Festival - Lights	38,027.00
11313	Mackie Plumbing and Gas Pty Ltd	Plumbing Services	975.15
12530	Martins Environmental Services Pty Ltd	Environmental and Health	15,521.00
10813	Master Lock Service	Locksmith Services	200.00
10367	Maxxia Pty Ltd	Novated Leases	1,725.59
11317	Moore Australia (WA) Pty Ltd	Employee Training/professional development	6,600.00
10717	MRP General Pest/Termite Division 43 07	Pest Control	1,238.32
12400	Pretzos Holding P/L	Mower Parts & Repairs	2,211.75
11175	QTM Pty Ltd	Traffic Management - various locations	16,854.51
10530	Returned Services League Of Australia	Donations	2,673.35
11221	Ritz Party Hire	Event expenses	419.00
10090	Sapio Pty Ltd	Security Services	577.50
11148	Southern Quickscapes	Maintenance of Streetscapes/Landscapes	26,764.92
11364	Sports Surfaces	Flooring	2,040.50
99999	Sundry EFT	Rates refund, grants etc.	1,849.50
12706	Super Group Discretionary Trust	Weed Control	10,917.95
12713	Tahnee Marie Skowron	Performers/Entertainment	2,550.00
11911	Tangibility Pty Ltd	Advertising/Marketing Expenses	1,309.00
11292	Technical Drafting Service	Engineering Design Works	4,400.00
10534	Total Eden Pty Ltd (Nutrien Water)	Reticulation Parts & Repairs	10,105.64
80063	Troy Benjamin Morley	Reimbursement	1,369.73
12529	Trustee for The Narasimha Swamy Family	Security Services	2,102.42
11118	Tutt Bryant Hire Pty Ltd	Plant/Equipment Hire	3,333.87
80073	Vanisha Govender	Reimbursement - CPA membership	866.50
10599	Veolia - Recycling and Recovery P/L	Waste removal/services/fees	219,247.80
10687	West Coast Shade	Facility Maintenance	4,290.00
10072	Woolworths Group Online	Groceries	109.34
11605	Woolworths Group Open Pay	Groceries	512.56
11167	Workpower Incorporated	Maintenance of Streetscapes/Landscapes	15,022.72
10563	Zipform Pty Ltd	Printing/Graphic Design Expenses	10,054.15
<b>EFT 24-Dec-2024</b>			
10008	SuperChoice	Superannuation contribution	157,240.71
		<b>Total EFT</b>	<b>4,704,141.54</b>
<b>Automatic Deductions</b>			
<b>Automatic Deductions 01-Dec-2024</b>			
12610	Go Go Australia	Phone/Internet expenses	151.80
<b>Automatic Deductions 06-Dec-2024</b>			
10969	Commonwealth Bank	Credit cards	35,496.82
11850	Fleetcare	Novated Leases	2,847.86
<b>Automatic Deductions 08-Dec-2024</b>			
10645	Toyota Fleet Management	Fleet management	635.24
<b>Automatic Deductions 09-Dec-2024</b>			
10051	Western Australian Treasury Corporation	Loan repayments/fees	12,712.78
<b>Automatic Deductions 11-Dec-2024</b>			
10008	SuperChoice	Superannuation contribution	217.04
<b>Automatic Deductions 20-Dec-2024</b>			
12704	Fleet Partners Pty Limited	Novated Leases	974.62
11262	Windcave Pty Ltd	Point of sale/EFT expenses	142.65
<b>Automatic Deductions 23-Dec-2024</b>			
10015	Ampol Australia Petroleum Pty Ltd	Fuel, Oil, Additives	10,120.24
10396	BP Australia Pty Ltd	Fuel, Oil, Additives	18,915.50
10438	Fines Enforcement Registry	Fines Enforcement Registry lodgment fees	344.00
10934	Wright Express Australia Pty Ltd	Fuel, Oil, Additives	834.02
<b>Automatic Deductions 24-Dec-2024</b>			
10051	Western Australian Treasury Corporation	Loan repayments/fees	1,187,070.23
<b>Automatic Deductions 27-Dec-2024</b>			
11211	Australian Institute of Business Pty Ltd	Employee Training/professional development	-4,821.00
		<b>Total Automatic Deductions</b>	<b>1,265,641.80</b>
<b>Payroll</b>			
Payroll		KWINANA 27/11/2024	1,069.04
Payroll		KWINANA 28/11/2024	5,490.30
Payroll		KWINANA 29/11/2024	3,047.75
Payroll		KWINANA 08/12/2024	817,527.32
6/01/2025			

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## Payment Listing

Payments made between 01-Dec-2024 and 31-Dec-2024



Creditor No	Payee	Description	Amount
Payroll		KWINANA 12/12/2024	2,158.00
Payroll		KWINANA 20/12/2024	34,027.85
Payroll		KWINANA 22/12/2024	807,766.15
Total Payroll			1,671,086.41
Grand Total			7,641,367.40



## Credit Card Transactions

Payments made between 05-Nov-2024 and 03-Dec-2024



Reference	Trans Date	Supplier	Amount	Transaction Description
<b>Credit Card Coordinator Library Services</b>			<b>507.50</b>	
107352	18/11/2024	JB Hifi	-13.64	Refund of product not available
107352	03/12/2024	Edith Cowan University	54.55	Children's books
107352	02/12/2024	Designit Customs and Blanks	420.45	Playgroup T-shirts
107352			46.14	GST
<b>Credit Card Coordinator Koorliny Arts</b>			<b>3,835.61</b>	
107354	30/11/2024	Hanging Basket	195.00	Gifts for volunteers
107354	30/11/2024	Coles	32.73	Gifts for volunteers
107354	30/11/2024	Coles	124.55	Gifts for volunteers
107354	30/11/2024	Facebook Meta	63.26	Boosted posts on social media
107354	29/11/2024	Facebook Meta	320.00	Boosted campaigns centre programs
107354	27/11/2024	Campbells	478.41	Stock for Koorliny Kiosk
107354	27/11/2024	Campbells	38.76	Stock for Koorliny Kiosk
107354	23/11/2024	Canva	149.99	Subscription Charges
107354	22/11/2024	Facebook Meta	320.00	Boosted campaigns centre programs
107354	21/11/2024	Officeworks	250.84	Replacement Cables Theatre 1
107354	18/11/2024	Mailchimp	171.64	Mailchimp Essentials Plan
107354	14/11/2024	Mannys Perth	234.55	Fluid for Haze Machine for Come From Away
107354	13/11/2024	Racing Gaming Liquor	58.50	Occasional Licence for Events Team
107354	12/11/2024	Bunnings	245.29	Batteries for Headset Mics
107354	11/11/2024	Campbells	705.69	Stock for Koorliny Kiosk
107354	11/11/2024	Campbells	174.21	Stock for Koorliny Kiosk
107354	05/11/2024	Canva	45.45	Business cards printed for Koorliny
107354			226.74	GST
<b>Credit Card Human Resources Manager</b>			<b>3,771.72</b>	
107355	28/11/2024	Global Road Safety Advisory	250.00	Road Safety Course
107355	27/11/2024	ETA Training	350.00	WHS - Test and Tag
107355	26/11/2024	Global Road Safety Advisory	250.00	Road Safety Course
107355	25/11/2024	Sidra Solutions	450.00	Project Managers and Reviewers Training for Engineering/Sidra user interface

107355	20/11/2024	Charles Darwin University	800.00	Study Assistance Charles Darwin University
107355	18/11/2024	WA ASSA	73.47	WA Christmas Connect
107355	15/11/2024	Easy Flowers	99.91	Significant personal event - Flowers
107355	12/11/2024	Sidra Solutions	1,260.00	Model Fundamentals Training for Engineering/Sidra user interface
107355			238.34	GST

<b>Credit Card Director of City Infrastructure</b>			<b>6,487.28</b>	
107356	29/11/2024	MAXIMUM SPORT RESERVOIR VIC	673.52	Fuji ground and pound bag x 2 for the Gym
107356	29/11/2024	SP AAA WHOLESALERS PTY BURL	763.53	15 x BoxFit gloves for the Gym
107356	29/11/2024	SP SMAI AUS FAIRY MEADOW NS	719.21	Wall Mounted UpperCut Bag x 2 for the Gym
107356	22/11/2024	Winning Appliance Sydney AU	3,073.64	WDE143WCB-R - Oven for Banksia Park
107356	14/11/2024	Hilton Hotels South Perth A	667.64	Accommodation for IPWEA Conference, Busseton
107356			589.74	GST

<b>Credit Card Coordinator Engagement &amp; Place</b>			<b>2,860.39</b>	
107358	30/11/2024	One Plan	137.11	Monthly Subscription for the tracking package for events
107358	30/11/2024	One Plan	3.43	International Service fee
107358	28/11/2024	Dan Murphy's	412.24	Beverages - Seniors Xmas Function
107358	28/11/2024	Dan Murphy's	-20.73	Beverages returned from Seniors Xmas Function
107358	21/11/2024	Amazon	25.59	Door Prizes for Christmas Function
107358	21/11/2024	Amazon	55.72	Door Prizes for Christmas Function
107358	20/11/2024	Amazon	154.38	Door Prizes for Christmas Function
107358	20/11/2024	Amazon	18.88	Door Prizes for Christmas Function
107358	20/11/2024	Amazon	94.65	Door Prizes for Christmas Function
107358	19/11/2024	Anaconda	123.61	Door Prizes for Christmas Function
107358	19/11/2024	Sticker Mule	71.73	Door Prizes for Christmas Function
107358	19/11/2024	Lush	73.59	Door Prizes for Christmas Function
107358	17/11/2024	AMP Charge	15.37	Charge for E-Van - Fleet 07
107358	16/11/2024	Subway Wellard	18.18	Food Voucher for EPEG Member (Event Participants Experience Group)
107358	16/11/2024	Bliss Momo's	55.73	Food Voucher for EPEG Member (Event Participants Experience Group)
107358	16/11/2024	Yujie Pty Lid	36.36	Food Voucher for EPEG Member (Event Participants Experience Group)
107358	16/11/2024	Sweets on the Run Pty Ltd	18.50	Food Voucher for EPEG Member (Event Participants Experience Group)
107358	16/11/2024	Woolworths	54.55	Supplies for OMG! Event
107358	16/11/2024	Exploren	27.27	Charge for E-Van - Fleet 07
107358	15/11/2024	Woolworths	25.45	Cleaning Supplies for the event - OMG!
107358	13/11/2024	Canva	149.99	Yearly Subscription for the team
107358	10/11/2024	Franny's Kitchen	12.06	Meal Voucher - OMG! Event
107358	10/11/2024	Franny's Kitchen	18.38	Meal Voucher - OMG! Event
107358	09/11/2024	Maneki Neko	18.48	Meal Voucher - OMG! Event
107358	09/11/2024	Georges Kebabs / Greek Stre	38.46	Staff Meals - OMG! Event



107358	09/11/2024	Mama's Kitchen	72.73	Staff Meals - OMG! Event
107358	09/11/2024	K'Mart	44.55	Purchase of Supplies for OMG! Event
107358	09/11/2024	Woolworths	22.73	Purchase of Supplies for OMG! Event
107358	08/11/2024	BP Kwinana	11.36	Ice for the eskies - OMG! Event
107358	06/11/2024	Itch World	817.27	Portable powerbank / generator for event
107358	03/12/2024	Medina IGA	4.82	Supplies for Seniors Xmas event
107358	03/12/2024	Medina IGA	16.18	Supplies for Seniors Xmas event
107358	03/12/2024	Medina IGA	4.45	Supplies for Seniors Xmas event
107358	01/12/2024	Spotify	21.81	Events Spotify Plan
107358			205.51	GST

<b>Credit Card Manager Customer and Communication</b>			<b>5,589.37</b>	
107359	30/11/2024	Facebook	8.98	Common Grounds Trails Engagement
107359	30/11/2024	Facebook	19.88	Dazzle at Darius
107359	30/11/2024	Facebook	18.38	Economic Development
107359	30/11/2024	Facebook	14.20	Seniors Christmas Lunch
107359	30/11/2024	Facebook	399.93	eNews Signup Campaign
107359	30/11/2024	Google	172.83	Google Ads Campaign
107359	30/11/2024	Facebook	49.92	Shot Hole Borer
107359	30/11/2024	Facebook	199.87	National Recycling Week
107359	30/11/2024	Facebook	18.51	Waste Workshops
107359	30/11/2024	Facebook	520.97	OMG Festival 2024
107359	26/11/2024	Sticker Mule	2,571.00	3-bin rollout bin stickers
107359	19/11/2024	WA News	29.09	West Australian Newspaper Subscription
107359	14/11/2024	Open AI	30.87	Chat GPT Subscription
107359	14/11/2024	International Transaction Fee	0.77	International Transaction Fee
107359	11/11/2024	Facebook	4.64	Animal Registrations
107359	11/11/2024	Facebook	10.32	Trails Engagement
107359	11/11/2024	Facebook	31.21	Economic Development
107359	11/11/2024	Facebook	45.45	Seniors Christmas Lunch
107359	11/11/2024	Facebook	126.08	eNews Signup campaign
107359	11/11/2024	Facebook	277.55	Garage Sale Trail
107359	11/11/2024	Facebook	754.75	OMG Festival 2024
107359	08/12/2024	Mail Chimp	203.78	Email marketing software
107359	05/11/2024	Typeform	58.73	Subscription - advance form module
107359	05/11/2024	International Transaction Fee	1.47	International Transaction Fee
107359			20.19	GST

<b>Credit Card Chief Executive Officer</b>			<b>-207.77</b>	
107367	11/11/2024	Ballarate Bricks	-207.77	Refund of Fraudulent Transaction



<b>Credit Card Manager Economic Development &amp; Advocacy</b>				<b>1,622.25</b>	
107368	28/11/2024	Town of Cambridge	5.82	Car Parking Fee - WALGA meeting	
107368	21/11/2024	CANVA	36.82	Monthly artwork subscription	
107368	18/11/2024	WALGA	54.55	Economic Development best practice presentation	
107368	13/11/2024	Business News	1,290.00	News Subscription - annual	
107368	13/11/2024	West Tech Fest	38.95	Business Breakfast	
107368	12/11/2024	Chamber of Commerce	48.64	Business networking event	
107368			147.47	GST	
<b>Credit Card Coordinator Community Services</b>				<b>4,222.94</b>	
107369	29/11/2024	BP EX KWINANA HUB	11.36	Ice for 16 days in WA silent march event	
107369	29/11/2024	Treetops Adventure	369.64	School holiday program activity - Arclight	
107369	28/11/2024	Outback Splash	305.91	School holiday program - Arclight	
107369	28/11/2024	ASANA.COM	40.49	Project Management software upgrade	
107369	27/11/2024	Jim Kidd Sports	86.27	Pool cues for the drop-in	
107369	26/11/2024	Mega Music Australia	594.55	Kwinana Beats Program	
107369	25/11/2024	FH Rivergods Kayak AD	1,064.55	Penguin Island Kayaking - Arclight boys	
107369	23/11/2024	Adventure World	272.50	Fast Passes for the Arclight boys	
107369	23/11/2024	KFC South Lake	1.82	Lunch for the Arclight boys	
107369	23/11/2024	KFC South Lake	13.59	Lunch for the Arclight boys	
107369	23/11/2024	KFC South Lake	75.00	Lunch for the Arclight boys	
107369	21/11/2024	DOT Licensing	18.20	Support - Learners theory test	
107369	21/11/2024	DOT Licensing	28.40	Support - Learners theory test	
107369	21/11/2024	DOT Licensing	10.70	Support - Learners theory test	
107369	21/11/2024	DOT Licensing	143.30	Support - Learners theory test	
107369	21/11/2024	McDonalds Kwinana	11.45	Reward for Kwinana Youth Services Client	
107369	20/11/2024	HERO FORGE	49.26	STL Miniature figures - Dungeons and Dragons	
107369	20/11/2024	International Transaction Fee	1.23	STL Miniature figures - Dungeons and Dragons	
107369	19/11/2024	McDonalds Kwinana	28.36	Lunch for Arclight Young People	
107369	15/11/2024	FC Freo Flight Club Fremantle	342.73	Staff milestone event	
107369	15/11/2024	Adventure World WA PTY	378.97	End of year reward - Arclight	
107369	11/11/2024	Netflix	17.26	Netflix subscription	
107369			357.40	GST	
<b>Credit Card Administration &amp; Special Projects Officer</b>				<b>4,955.43</b>	
107379	26/11/2024	Aldi Kwinana	71.14	Christmas Bonbons for Seniors Christmas	
107379	26/11/2024	The Reject Shop	12.73	x3 Christmas gift boxes for hampers	
107379	20/11/2024	Pro am Australia	1,630.84	Supplies for the Recquatic	

107379	19/11/2024	Post Office Kwinana	50.36	Return of Audio Unit to supplier
107379	18/11/2024	Coles Online	155.91	Platters for Directorate Meeting
107379	08/11/2024	Bunnings	147.38	Supplies for the Events team
107379	06/11/2024	Costco	1,295.38	Supplies for the Dazzle event
107379	06/11/2024	Costco	954.47	Supplies for the Dazzle event
107379	05/11/2024	Coles Kwinana	186.73	Afternoon Beverages for a farewell
107379			450.49	GST

<b>Credit Card Emergency Services Coordinator</b>	<b>117.10</b>
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107380	21/11/2024	Costco Wholesale Australia	69.30	Platters for supper and dinner
107380	21/11/2024	Costco Wholesale Australia	40.87	Platters for supper and dinner
107380			6.93	GST

<b>Credit Card Technical Officer Fleet Operation</b>	<b>54.85</b>
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107382			4.99	GST
107382			49.86	Corporate Credit Card Purchases

<b>Credit Card Director City Development &amp; Sustainability</b>	<b>958.34</b>
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107383	29/11/2024	Coles	215.08	Chris Tanner Farewell
107383	29/11/2024	Woolworths	9.80	Chris Tanner Farewell
107383	17/11/2024	Fox in a Box PRTN PTY	290.91	Team Building Activity - Building
107383	17/11/2024	ChatGPT subscription	34.17	ChatGPT subscription
107383	17/11/2024	International Transaction Fee	0.77	ChatGPT subscription
107383	13/11/2024	Bunnings	11.80	Building PPE
107383	13/11/2024	Visi Max	231.75	Security Wallet Badge for new staff
107383	08/11/2024	The Green Barista	47.45	Team Building Activity World Planning Day
107383	06/11/2024	The Green Barista	55.29	Gift cards for World Planning Day
107383	06/11/2024	The Green Barista	54.55	Gift cards forWorld Planning Day
107383	06/11/2024	The Green Barista	-55.29	Refund of gift cards
107383			62.06	GST

<b>Credit Card Director PSWMA</b>	<b>721.81</b>
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107384	29/11/2024	Dome Kwinana	9.73	Meeting with Lisa Smith CoK
107384	21/11/2024	Vistapint Australia	80.89	PSWMA Christmas Cards
107384	19/11/2024	Chalkys Espresso	10.00	Meeting with Brad Pettitt
107384	19/11/2024	Winnies Bakehouse	166.66	Catering for Meeting with LA CG
107384	19/11/2024	City of Fremantle	5.00	Parking meeting with Brad Pettitt
107384	13/11/2024	The Knock Resturant	320.27	Business Meeting on homelessness issues
107384	01/11/2024	Xero Accounting	63.64	SWCDF Accounting Software

107384 65.62 GST

Grand Total:	\$ 35,496.82
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## 18.2 MONTHLY FINANCIAL REPORT DECEMBER 2024

### SUMMARY

The Monthly Financial Reports has been prepared and includes the monthly financial variance between actual and budget for the period ending 31 December 2024.

### OFFICER RECOMMENDATION

**That Council:**

1. **Accepts the Monthly Statements of Financial Activity for the period ended 31 December 2024, as detailed at Attachment A; and**
2. **Accepts the explanations for material variances for the period ended 31 December 2024, as detailed at Attachment A.**

### VOTING REQUIREMENT

Simple majority

### DISCUSSION

The purpose of this report is to provide a monthly financial report in accordance with Section 6.4 of the *Local Government Act 1995*. This report is a summary of the financial activities of the City at the reporting date 31 December 2024 and includes the following key reporting data:

- Statement of Financial Activity by Nature or Type
- Statement of Financial Position
- Net Current Funding Position
- Outstanding debtors (Rates and Sundry Debtors)
- Capital Acquisitions
- Borrowings
- Cash Reserves
- Operating and Non-Operating Grants and Contribution

#### Closing Surplus Position

The current closing municipal surplus for December 2024 is \$44,488,794 compared to a budget position of \$32,311,346. This is considered a satisfactory result for the City as it is maintaining a healthy budget surplus position.

#### Revenue Summary for December 2024

Year-to-date income for the period ending December 2024 is \$69,208,804, compared to the current budgeted income of \$68,281,559, resulting in a variance of \$927,245. This income includes revenue from capital grants, subsidies, and contributions.

#### Expenditure Summary for December 2024

The total expenditure for December 2024 was \$45,733,228, which is \$1,914,442 less than the current budget of \$47,647,670. This amount includes both operating and capital expenses, detailed as follows:

- Operating expenses: \$42,661,836
- Capital acquisitions: \$3,071,392

For detailed information on significant variances on operating and capital expenditure against the current budget, refer to Note 1 and Note 6 in the Monthly Financial Report attached as Attachment A.

**Rates Receivables**

For the 2024/2025 financial year, the due date for rates was 6 September 2024, whereas the previous year's due date was 10 August 2023. As a result, 30.29% of the rates are still pending this year, compared to 24.72% at the same time last year, due to the timing difference.

**Investment Summary**

In February 2024 the City engaged Curve to assist with the investment process and to expand investment opportunities. As a result, the City's percentage in fossil fuel-free investments is 19.67% in December 2024, aligning with the City's Sustainability Framework initiatives. Further details on the City's investment portfolio are provided in Note 3 of the Monthly Financial Report attachment.

**STRATEGIC IMPLICATIONS**

There are no strategic implications as a result of this proposal.

**SOCIAL IMPLICATIONS**

There are no social implications as a result of this proposal.

**LEGAL/POLICY IMPLICATIONS**

Section 6.4 of the *Local Government Act 1995* requires a Local Government to prepare an annual financial statement for the preceding year and other financial reports as are prescribed.

Regulation 34 (1) of the *Local Government (Financial Management) Regulations 1996* as amended requires the Local Government to prepare monthly financial statements and report on actual performance against what was set out in the annual budget.

**FINANCIAL/BUDGET IMPLICATIONS**

Any material variances that have an impact on the outcome of the budgeted closing surplus position are detailed at Attachment A.

**ASSET MANAGEMENT IMPLICATIONS**

There are no asset management implications associated with this report.

**ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS**

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

**COMMUNITY ENGAGEMENT**

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

## **ATTACHMENTS**

**A. Monthly Financial Report - December 2024** [↓](#)

A photograph of a modern street scene with trees, parked cars, and a building. The image is partially covered by a blue overlay at the bottom and a green overlay on the right side.

# Monthly Financial Report

**CITY OF KWINANA****MONTHLY FINANCIAL REPORT****(Containing the Statement of Financial Activity)****For the period ending 31 December 2024****LOCAL GOVERNMENT ACT 1995****LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996****TABLE OF CONTENTS**

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**CITY OF KWINANA**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 DECEMBER 2024**

		Adopted Budget Estimates	Current Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
Note		(a) \$	\$	(b) \$	(c) \$	\$	%	
<b>OPERATING ACTIVITIES</b>								
<b>Revenue from operating activities</b>								
	General rates	52,862,845	52,862,824	52,175,988	51,894,363	(281,625)	(1%)	▲
	Grants, subsidies and contributions	3,247,733	2,520,338	1,354,548	1,405,303	50,756	4%	▲
Note 8	Fees and charges	14,781,629	15,374,796	12,219,112	12,704,416	485,304	4%	▲
	Interest revenue	3,336,708	3,336,708	1,257,421	1,487,212	229,791	18%	▲
	Other revenue	1,209,234	1,269,614	403,601	652,338	248,737	62%	▲
	Profit on asset disposals	196,291	196,291	0	0	0	0%	▼
		<b>75,634,440</b>	<b>75,560,570</b>	<b>67,410,669</b>	<b>68,143,632</b>	<b>732,963</b>	<b>1%</b>	
<b>Expenditure from operating activities</b>								
	Employee costs	(32,335,160)	(32,423,756)	(15,704,535)	(16,071,928)	(367,393)	(2%)	▼
	Materials and contracts	(30,073,881)	(31,038,728)	(12,642,842)	(12,227,450)	415,392	3%	▲
	Utility charges	(2,787,943)	(2,787,943)	(1,195,192)	(1,226,532)	(31,340)	(3%)	▼
	Depreciation	(22,431,400)	(22,431,400)	(11,153,338)	(12,094,612)	(941,274)	(8%)	▼
	Finance costs	(806,656)	(806,656)	(374,269)	(201,939)	172,330	46%	▲
	Insurance	(826,314)	(807,694)	(761,194)	(820,115)	(58,921)	(8%)	▲
	Other expenditure	(79,200)	(58,200)	(18,988)	(19,261)	(273)	(1%)	▲
	Loss on asset disposals	(25,771)	(25,771)	0	0	0	0%	▲
		<b>(89,366,325)</b>	<b>(90,380,146)</b>	<b>(41,850,358)</b>	<b>(42,661,836)</b>	<b>(811,478)</b>	<b>(2%)</b>	
	Non-cash amounts excluded from operating activities	22,260,880	22,260,880	11,153,338	12,268,500	1,115,162	10%	▲
	<b>Amount attributable to operating activities</b>	<b>8,528,995</b>	<b>7,441,304</b>	<b>36,713,650</b>	<b>37,750,296</b>	<b>1,036,646</b>	<b>3%</b>	
<b>INVESTING ACTIVITIES</b>								
<b>Inflows from investing activities</b>								
	Proceeds from capital grants, subsidies and contributions	11,347,884	12,095,287	870,890	1,065,172	194,282	22%	▼
Note 9	Proceeds from disposal of assets	687,750	687,750	321,761	92,886	(228,875)	(71%)	▼
	Proceeds from financial assets at amortised cost - self supporting loans	19,700	19,700	9,850	9,796	(54)	(1%)	▼
		<b>12,055,334</b>	<b>12,802,737</b>	<b>1,202,501</b>	<b>1,167,854</b>	<b>(34,648)</b>	<b>(3%)</b>	
<b>Outflows from investing activities</b>								
	Payments for property, plant and equipment	(15,403,602)	(15,520,049)	(2,175,873)	(631,687)	1,544,185	71%	▲
Note 5	Payments for construction of infrastructure	(11,323,707)	(12,337,044)	(3,028,964)	(1,900,356)	1,128,609	37%	▲
	Payments for intangible assets	(895,810)	(895,810)	(592,475)	(539,349)	53,126	9%	▲
		<b>(27,623,119)</b>	<b>(28,752,902)</b>	<b>(5,797,312)</b>	<b>(3,071,392)</b>	<b>2,725,920</b>	<b>47%</b>	
	Non-cash amounts excluded from investing activities	(1,899,633)	(2,210,427)	(2,210,427)	5,841,679	8,052,106	364%	▲
	<b>Amount attributable to investing activities</b>	<b>(17,467,418)</b>	<b>(18,160,592)</b>	<b>(6,805,237)</b>	<b>3,938,141</b>	<b>10,743,378</b>	<b>158%</b>	
<b>FINANCING ACTIVITIES</b>								
<b>Inflows from financing activities</b>								
Note 6	Proceeds from new debentures	6,800,000	6,800,000	0	0	0	0%	▼
Note 7	Transfer from reserves	10,995,573	11,718,788	(193,334)	30,703	224,037	116%	▼
		<b>17,795,573</b>	<b>18,518,788</b>	<b>(193,334)</b>	<b>30,703</b>	<b>224,037</b>	<b>116%</b>	
<b>Outflows from financing activities</b>								
	Repayment of borrowings	(2,658,422)	(2,658,422)	(1,314,518)	(1,157,210)	157,308	12%	▼
Note 6	Payments for principal portion of lease liabilities	(103,811)	(103,811)	(51,906)	(40,532)	11,374	22%	▼
Note 7	Transfer to reserves	(8,661,177)	(9,709,680)	(709,722)	(705,018)	4,704	1%	▼
		<b>(11,423,410)</b>	<b>(12,471,913)</b>	<b>(2,076,145)</b>	<b>(1,902,759)</b>	<b>173,386</b>	<b>8%</b>	
	<b>Amount attributable to financing activities</b>	<b>6,372,163</b>	<b>6,046,875</b>	<b>(2,269,479)</b>	<b>(1,872,056)</b>	<b>397,423</b>	<b>18%</b>	
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>								
	<b>Surplus or deficit at the start of the financial year</b>	<b>2,566,260</b>	<b>4,672,412</b>	<b>4,672,412</b>	<b>4,672,413</b>	<b>1</b>	<b>0%</b>	
	Amount attributable to operating activities	8,528,995	7,436,233	36,713,650	37,750,296	1,036,646	3%	▲
	Amount attributable to investing activities	(17,467,418)	(18,155,520)	(6,805,237)	3,938,141	10,743,378	158%	▲
	Amount attributable to financing activities	6,372,163	6,046,875	(2,269,479)	(1,872,056)	397,423	18%	▲
	<b>Surplus or deficit after imposition of general rates</b>	<b>0</b>	<b>0</b>	<b>32,311,346</b>	<b>44,488,794</b>	<b>12,177,448</b>	<b>38%</b>	

**KEY INFORMATION**

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

\* Refer to Note 1 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

**STATEMENT OF FINANCIAL POSITION  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

		Closing	Current Month	This Time Last Year
NOTE		30 June 2024	31 December 2024	31 December 2023
		\$	\$	\$
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	3	15,495,322	3,163,658	16,829,645
Other financial assets - Term Deposits	3	62,701,040	97,415,402	80,304,205
Other financial assets - Banksia Park Deferred Mgmt Fees		327,464	327,464	276,305
Other financial assets - Self Supporting Loans		19,700	19,700	19,062
Rates receivable	4	2,249,793	23,344,190	16,689,940
Other receivables (incl. allowance for impairment)	4	1,172,533	2,718,149	1,785,857
Other assets		2,746,777	161,817	(188,894)
Assets classified as held for sale		1,012,000	1,012,000	0
<b>TOTAL CURRENT ASSETS</b>		<b>85,724,628</b>	<b>128,162,379</b>	<b>115,716,119</b>
<b>NON-CURRENT ASSETS</b>				
Trade and other receivables		990,991	990,848	923,905
Other financial assets - Banksia Park Deferred Mgmt Fees		4,416,267	4,416,267	3,280,749
Other financial assets - Local Govt House Trust		145,549	145,549	142,607
Other financial assets - Self Supporting Loans		157,652	147,856	167,873
Property, plant and equipment		171,234,383	167,650,757	178,591,464
Infrastructure		687,264,512	681,363,871	612,244,317
Investment property		0	0	1,012,000
Intangible assets		0	539,349	537,586
Right of use assets		126,239	58,822	255,682
<b>TOTAL NON-CURRENT ASSETS</b>		<b>864,335,593</b>	<b>855,313,318</b>	<b>797,156,182</b>
<b>TOTAL ASSETS</b>		<b>950,060,221</b>	<b>983,475,697</b>	<b>912,872,301</b>
<b>CURRENT LIABILITIES</b>				
Trade and other payables		11,200,279	13,349,777	6,769,193
Banksia Park Unit Contributions		24,255,833	24,255,833	18,279,975
Contract and other liabilities		4,390,821	4,568,786	2,516,472
Lease liabilities		103,810	63,278	142,799
Borrowings	6	2,340,024	1,182,816	1,101,088
Employee related provisions		5,287,124	5,298,875	4,822,856
<b>TOTAL CURRENT LIABILITIES</b>		<b>47,577,892</b>	<b>48,719,365</b>	<b>33,632,383</b>
<b>NON-CURRENT LIABILITIES</b>				
Other liabilities (Developer Contributions)		31,791,387	37,425,536	42,628,862
Lease liabilities		5,386	5,386	105,667
Borrowings	6	9,012,091	9,012,091	11,383,241
Employee related provisions		264,239	264,239	618,902
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>41,073,104</b>	<b>46,707,252</b>	<b>54,736,672</b>
<b>TOTAL LIABILITIES</b>		<b>88,650,997</b>	<b>95,426,618</b>	<b>88,369,055</b>
<b>NET ASSETS</b>		<b>861,409,225</b>	<b>888,049,080</b>	<b>824,503,245</b>
<b>EQUITY</b>				
Retained surplus		227,728,909	253,694,449	249,812,972
Reserves - cash/financial asset backed	8	68,077,207	68,751,522	69,900,326
Revaluation surplus		565,603,109	565,603,109	504,789,947
<b>TOTAL EQUITY</b>		<b>861,409,225</b>	<b>888,049,080</b>	<b>824,503,245</b>

This statement is to be read in conjunction with the accompanying notes.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

**NOTE 1  
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2024-25 year is \$50,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
<b>Revenue from operating activities</b>				
General Rates	(281,625)	(1%)	Timing	(\$282K) timing variance for interim rates.
Grants, Subsidies and Contributions	50,756	4%	Permanent/Timing	Predominantly due to timing. Phasing will be adjusted in mid year budget review. Detail refer to Note 8.
Fees and Charges	485,304	4%	Permanent/Timing	Fees and charges variances due to timing. (\$13K) Arts centre ticket sales, staff, equipment and facility hire fees. (\$48K) Recquatic swimming lessons, membership and facility hire fees. (\$19K) Kwinana village Callistemon Court rent received. (\$24K) Animal registration fees.  Fees and charges to be adjusted at mid year budget review due to actuals being higher than anticipated: \$40K Community facilities hire fees. \$95K Engineering services supervision fees. \$111K Planning zoning and development approval fees. \$115K Banksia park property sales was budgeted for. Funding to be transferred to Banksia Park reserve. \$145K Building services - building and verge permit fees.
Interest Revenue	229,791	18%	Permanent/Timing	Budget to be adjusted at mid-year budget review. Interest rates received higher than budgeted.
Other Revenue	248,737	62%	Permanent/Timing	Other revenue income variances due to timing: (\$32K) Rates legal fees not yet required. (\$30K) Container deposit scheme from kerbside recycling. \$21K ESL administration fee. \$72K property outgoings and utilities recouped.  Other revenue income to be adjusted at mid-year budget review: \$55K Private works income not budgeted for, to be offset by expenses. \$141K employee cost reimbursement not budgeted for, to be offset by salary and wages paid.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

**NOTE 1  
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2024-25 year is \$50,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
<b>Expenditure from operating activities</b>				
Employee Costs	(367,393)	(2%)	Permanent/Timing	\$227k annual leave and long service leave payment. Budget to be reviewed in mid-year budget review. \$141K to be offset with the reimbursement received.
Materials and Contracts	415,392	3%	Permanent/Timing	Materials and Contracts variances due to timing: \$314K Parks and reserves maintenance works delayed due to weather condition and resource constraints. \$309K Infrastructure maintenance due to resource constraints and change in works program.  Materials and Contracts variances to be adjusted at mid-year budget review: (\$296K) Planning and development DCA 5 refund payment not budgeted for. Funding to be transferred from DCA 5 reserve.
Finance Costs	172,330	46%	Timing	Budget to be adjusted at mid-year budget review. New loan was budgeted but not yet sourced so no interest incurred.
Insurance	(58,921)	(8%)	Permanent/Timing	\$18K Fleet insurance adjustment and timing of Kwinana Village insurance. Budget to be adjusted at mid-year budget review.
<b>Investing activities</b>				
Proceeds from capital grants, subsidies and contributions	194,282	22%	Timing	Due to MRRG, Blackspot and Roads to Recovery claims. Detail refer to Note 9.
Proceeds from disposal of assets	(228,875)	(71%)	Permanent/Timing	Timing of vehicle/plant sales, budget to be adjusted at mid year budget review.
Payments for property, plant and equipment	1,544,185	71%	Permanent/Timing	Detail refer to Note 6.
Payments for construction of infrastructure	1,128,609	37%	Permanent/Timing	Detail refer to Note 6.
Payments for intangible assets	53,126	9%	Permanent/Timing	Detail refer to Note 6.
<b>Financing activities</b>				
Repayment of borrowings	157,308	12%	Permanent	Budget to be adjusted at mid-year budget review. New loan was budgeted but not yet sourced.
Payments for principal portion of lease liabilities	11,374	22%	Timing	Budget to be adjusted at mid-year budget review.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

**NOTE 2  
NET CURRENT FUNDING POSITION**

	Notes	Last Years Closing 30 June 2024	This Time Last Year 31 December 2023	Current Budget 2024-25	YTD Actual 31 December 2024
		\$	\$		\$
<b>(a) Non-cash items excluded from operating activities</b>					
The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.					
<b>Non-cash items excluded from operating activities</b>					
<b>Adjustments to operating activities</b>					
Less: Profit on asset disposals		(578,823)	-	(196,291)	-
Less: Movement in pensioner deferred rates (non-current)		(19,986)	42,239	-	100
Movement in inventory (non-current)		-	-	-	-
Movement in employee benefit provisions		119,192	9,587	-	11,751
Movement in lease liabilities		-	-	-	(40,532)
Movement in other provisions (non-current)		-	-	-	-
Movement in Investment Property		-	-	-	-
Add: Loss on asset disposals		2,095,730	-	25,771	-
Mvmt in Local Govt House Trust		-	-	-	-
Add: Loss on revaluation of non current assets		-	-	-	-
Add: Depreciation on assets		22,857,486	2,442,066	22,431,400	12,094,612
Mvmt in operating contract liabilities associated with restricted cash		265,762	45,354	-	202,569
Mvmt in Banksia Park deferred management fees receivable		(1,189,619)	-	-	-
Mvmt in Banksia Park valuation of unit contribution		5,975,858	-	-	-
<b>Total non-cash items excluded from operating activities</b>		<b>29,525,600</b>	<b>2,539,246</b>	<b>22,260,880</b>	<b>12,268,500</b>
Mvmt in non-operating liabilities (non-current)		(9,219,379)	1,618,096	(1,720,109)	5,634,149
Mvmt in non-operating liabilities associated with restricted cash		2,535,110	1,944,466	(490,318)	207,530
<b>Total non-cash items excluded from investing activities</b>		<b>(6,684,269)</b>	<b>3,562,562</b>	<b>(2,210,427)</b>	<b>5,841,679</b>
<b>Total Non-cash items</b>		<b>22,841,331</b>	<b>6,101,808</b>	<b>20,050,453</b>	<b>18,110,179</b>

**(b) Adjustments to net current assets in the Statement of Financial Activity**

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation* 32 to agree to the surplus/(deficit) after imposition of general rates.

<b>Adjustments to net current assets</b>					
Less: Reserves - restricted cash		(68,077,207)	(69,900,326)	(66,068,099)	(68,751,522)
Less: Financial assets at amortised cost - self supporting loans		(19,700)	(19,062)	(19,700)	(19,700)
Less: Banksia Park DMF Recievable		(327,464)	(276,305)	(145,521)	(327,464)
Less: Land held for resale		(1,012,000)	0	-	(1,012,000)
Less: Unspent capital grants, subsidies and contributions liability - DCA		-	0	-	-
Add: Borrowings		2,340,024	1,101,088	2,658,422	1,182,816
Add: Provisions - employee		5,287,124	4,822,856	3,168,898	5,298,875
Add: Current portion of contract and other liability held in reserve		491,112	270,703	192,727	693,681
Add: Current portion of unspent non-operating grants, subsidies and contributions held		3,484,145	2,201,980	527,872	3,661,984
Add: Lease liabilities		103,810	142,799	5,312	63,278
Add: Banksia Park Unit Contributions		24,255,833	18,279,975	34,008,641	24,255,833
<b>Total adjustments to net current assets</b>		<b>(33,474,323)</b>	<b>(43,376,291)</b>	<b>(25,671,448)</b>	<b>(34,954,218)</b>

**(c) Net current assets used in the Statement of Financial Activity**

<b>Current assets</b>	85,724,628	115,716,119	74,130,382	128,162,379
<b>Less: Current liabilities</b>	(47,577,892)	(33,632,383)	(48,458,934)	(48,719,365)
<b>Less: Total adjustments to net current assets</b>	<b>(33,474,323)</b>	<b>(43,376,291)</b>	<b>(25,671,448)</b>	<b>(34,954,218)</b>
<b>Closing funding surplus / (deficit)</b>	<b>4,672,413</b>	<b>38,707,445</b>	<b>0</b>	<b>44,488,795</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

OPERATING ACTIVITIES  
NOTE 3  
CASH AND FINANCIAL ASSETS

Description	Unrestricted	Restricted	Total Cash	Interest Rate	Institution	S&P Rating	Maturity Date	Days
	\$	\$	\$					
<b>Cash on hand</b>								
CBA Municipal Bank Account	1,142,714		1,142,714	Variable	CBA	AA		
CBA Online Saver Bank Account	1,993,888		1,993,888	4.35%	CBA	AA		
CBA Staff Xmas Saver	22,500		22,500	Variable	CBA	AA		
Cash On Hand - Petty Cash	4,555		4,555	N/A	PC	N/A		
<b>Term Deposits - Muni Investments</b>								
Muni Funds	3,000,000		3,000,000	4.95%	NAB	AA	Jan 2025	124
Muni Funds	3,000,000		3,000,000	4.98%	NAB	AA	Feb 2025	152
Muni Funds	3,000,000		3,000,000	4.90%	SUN	AA	Apr 2025	215
Muni Funds	3,000,000		3,000,000	4.87%	SUN	AA	May 2025	243
Muni Funds	2,000,000		2,000,000	5.00%	NAB	AA	May 2025	271
Muni Funds	3,000,000		3,000,000	5.00%	RABO	A	Jun 2025	271
Muni Funds	3,000,000		3,000,000	5.00%	RABO	A	Jun 2025	278
Muni Funds	3,000,000		3,000,000	5.20%	AMP	BBB	Jun 2025	306
Muni Funds	3,000,000		3,000,000	5.00%	RABO	A	Jun 2025	292
<b>Reserve Funds Investments (Cash Backed Reserves)</b>								
Asset Management Reserve		4,936,092	4,936,092	5.00%	NAB	AA	Apr 2025	189
Refuse Reserve		5,931,508	5,931,508	5.00%	NAB	AA	Apr 2025	189
Contiguous Local Authorities Group Reserve	*	283,580	283,580	4.96%	BOQ	A	Apr 2025	189
Workers Compensation Reserve	*	622,788	622,788	4.96%	BOQ	A	Apr 2025	189
Settlement Agreement Reserve	*	321,198	321,198	4.96%	BOQ	A	Apr 2025	189
Public Arts Reserve	*	457,140	457,140	4.96%	BOQ	A	Apr 2025	189
City Infrastructure Reserve	*	294,311	294,311	4.96%	BOQ	A	Apr 2025	189
Strategic Initiative Reserve	*	489,842	489,842	4.96%	BOQ	A	Apr 2025	189
Election Expense Reserve	*	91,244	91,244	4.96%	BOQ	A	Apr 2025	189
Valuation Expense Reserve	*	88,479	88,479	4.96%	BOQ	A	Apr 2025	189
Plant and Equipment Replacement Reserve	*	1,137,976	1,137,976	4.96%	BOQ	A	Apr 2025	189
Strategic Property Reserve	*	969,065	969,065	4.96%	BOQ	A	Apr 2025	189
Employee Leave Reserve		3,272,507	3,272,507	5.07%	SUN	AA	Apr 2025	187
Public Open Space Reserve		367,854	367,854	5.07%	SUN	AA	Apr 2025	187
Community Services & Emergency Relief Reserve		380,782	380,782	5.07%	SUN	AA	Apr 2025	187
Employee Vacancy Reserve		612,062	612,062	5.07%	SUN	AA	Apr 2025	187
Golf Club Maintenance Reserve		39,484	39,484	5.07%	SUN	AA	Apr 2025	187
Golf Course Cottage Reserve		34,067	34,067	5.07%	SUN	AA	Apr 2025	187
Information Technology Reserve		577,888	577,888	5.07%	SUN	AA	Apr 2025	187
APU Reserve		820,105	820,105	5.07%	SUN	AA	Apr 2025	187
BP Reserve		484,588	484,588	5.07%	SUN	AA	Apr 2025	187
Renewable Energy Efficiency Reserve		68,044	68,044	5.07%	SUN	AA	Apr 2025	187
<b>Reserve Funds Investments (Developer Contributions)</b>								
DCA 1 - 5 Various Hard Infrastructure		12,997,917	12,997,917	5.00%	NAB	AA	Apr 2025	189
DCA 6 - 7 Various Hard Infrastructure		10,021,910	10,021,910	5.02%	RABO	AA	Apr 2025	189
DCA 8 - 11 Various Soft Infrastructure	*	15,027,985	15,027,985	4.99%	BEN	AA	Apr 2025	188
DCA 12-15 Various Soft Infrastructure		11,086,987	11,086,987	5.08%	SUN	AA	Apr 2025	188
<b>Total</b>	<b>29,163,658</b>	<b>71,415,402</b>	<b>100,579,060</b>	<b>5.02% weighted average interest rate</b>				
	29%	71%						
<b>Comprising</b>								
Cash and cash equivalents (Exclude Trust)	3,163,658	0	3,163,658					
Financial assets at amortised cost	26,000,000	71,415,402	97,415,402					
	<b>29,163,658</b>	<b>71,415,402</b>	<b>100,579,060</b>					
* denotes Green Investments								
Green Investments total value			<b>19,783,608</b>					
Green Investments percentage			<b>19.67%</b>					

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Note 3(b): Cash and Investments - Compliance with Investment Policy

Portfolio Credit Risk	Funds Held	Actual at Period End	Limit per Policy	
AAA & Bendigo Bank Kwinana Community Branch	-	0%	100%	✓
AA	83,873,322	83%	100%	✓
A	13,755,623	14%	60%	✓
BBB	3,000,000	3%	20%	✓
Unrated	4,555	0%	20%	✓

Counterparty Credit Risk	Funds Held	Actual at Period End	Limit per Policy	
AMP (AAA)	3,000,000	2.98%	45%	✓
BEN (A)	15,027,985	14.93%	25%	✓
BOQ (BBB)	4,755,623	4.73%	20%	✓
CBA (AA)	3,213,543	3.19%	45%	✓
NAB (AA)	31,865,517	31.67%	45%	✓
RABO (A)	19,021,910	18.90%	25%	✓
SUN (A)	23,744,367	23.60%	25%	✓

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

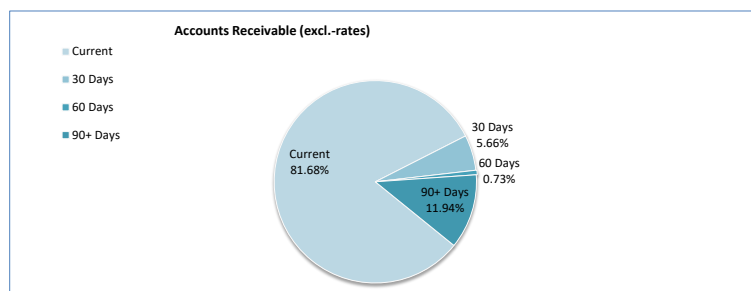
**OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES**

<b>Rates receivable</b>	<b>30 Jun 2024</b>	<b>31 Dec 2023</b>	<b>31 Dec 2024</b>
	\$		\$
Opening arrears previous years	1,603,590	1,603,590	3,224,031
Levied this year	63,537,724	63,020,593	65,773,720
<b>Rates &amp; Charges to be collected</b>	<b>65,141,314</b>	<b>64,624,183</b>	<b>68,997,751</b>
<u>Less</u> Collections to date	(62,056,765)	(47,010,338)	(46,445,403)
<u>Less</u> Pensioner Deferred Rates	(850,888)	(923,905)	(990,848)
<b>Net Rates &amp; Charges Collectable</b>	<b>2,233,661</b>	<b>16,689,941</b>	<b>21,561,500</b>
% Outstanding	3.43%	25.83%	31.25%
<u>Prepaid</u> Rates received (not included above)	(1,270,264)	(717,845)	(663,716)
	1.48%	24.72%	30.29%
<b>Rates and ESL rebate</b>			
Rates rebate	15,084	879,463	1,517,084
ESL rebate	1,046	26,093	265,607
<b>Total rates and ESL rebate</b>	<b>16,130</b>	<b>905,556</b>	<b>1,782,691</b>
<b>Total Rates &amp; Charges Collectable</b>			<b>23,344,190</b>

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES

Receivables - general	Current	30 Days	60 Days	90+ Days	Total
<i>Amounts shown below include GST (where applicable)</i>	\$	\$	\$	\$	\$
Sundry receivable	2,127,102	154,914	19,422	142,767	2,444,206
Infringements Register	3,244	2,356	757	189,165	195,522
GST	140,932	0	0	0	140,932
<b>Total sundry receivables outstanding</b>	<b>2,271,278</b>	<b>157,270</b>	<b>20,178</b>	<b>331,933</b>	<b>2,780,659</b>
<i>Exclude rebates receivable</i>	82%	6%	1%	12%	
Allowance for impairment					(62,511)
<b>Total general receivables outstanding</b>	<b>2,271,278</b>	<b>157,270</b>	<b>20,178</b>	<b>331,933</b>	<b>2,718,149</b>



**Sundry Debtors Outstanding Over 90 Days Exceeding \$1,000**

Description	Debtor #	Status	\$
<b>Sundry Debts with Fines Enforcement Registry (FER)</b>			
Prosecution Planning & Development Act	103859	Registered with FER - payments being received.	4,501
Prosecution Health Act	104209	Registered with FER - payments being received.	5,762
Prosecution Local Law Urban Environment Nuisance - Disrepair Vehicle	104275	Registered with FER - payments being received.	5,731
Prosecution Dog Act 1976	104387	Registered with FER.	10,200
Prosecution Dog Act 1976	104610	Registered with FER-payments being received	22,219
Prosecution Planning & Development Act	104885	Registered with FER- work and development permit with FER.	10,096
Prosecution Parking Act	105152	Registered with FER.	5,250
Prosecution Planning & Development Act	105325	Registered with FER.	38,463
Prosecution Building Act 2011	105474	Registered with FER - payments being received.	1,384
Prosecution Dog Act 1976	105534	Registered with FER - payments being received.	3,752
Prosecution Pool Act	105762	Registered with FER - payments being received.	3,605
Prosecution Planning & Development Act	107410	Registered with FER-payments being received	23,087
<b>Other Sundry Debtors</b>			
Koorliny Arts Centre Kwinana Dance Festival Tickets	106960	Payment plan in progress.	2,052
			<b>136,103</b>
<b>Total Debtors 90+ days &gt; \$1,000</b>			<b>136,103</b>
<b>Total Debtors 90+ days &lt; \$1,000</b>			<b>6,665</b>
<b>Total Infringements 90+ days</b>			<b>189,165</b>
<b>Total sundry receivables outstanding 90+ days</b>			<b>331,933</b>

**KEY INFORMATION**

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.



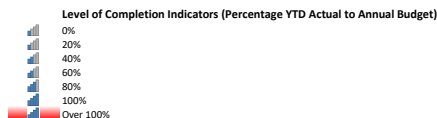
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

**INVESTING ACTIVITIES  
NOTE 5  
CAPITAL ACQUISITIONS**

<b>Capital acquisitions</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Variance</b>
	\$	\$	\$	\$	\$
Land and Buildings	13,512,502	13,598,536	1,489,499	228,307	(1,261,192)
Plant, Furniture and Equipment	1,891,100	1,921,513	686,374	403,380	(282,993)
Intangible Assets	895,810	895,810	592,475	539,349	(53,126)
Infrastructure - Roads	4,896,768	5,388,613	1,992,557	1,272,868	(719,689)
Infrastructure - Parks & Reserves	5,685,673	5,977,357	350,400	120,956	(229,444)
Infrastructure - Footpaths	173,000	176,488	91,224	53,188	(38,036)
Infrastructure - Car Parks	65,000	285,917	276,425	246,026	(30,399)
Infrastructure - Drainage	116,000	159,402	121,893	35,897	(85,996)
Infrastructure - Bus Shelters	37,000	37,000	32,000	0	(32,000)
Infrastructure - Street Lights	75,995	75,995	53,500	33,573	(19,927)
Infrastructure - Other	274,271	236,271	110,965	137,848	26,883
<b>Payments for Capital Acquisitions</b>	<b>27,623,119</b>	<b>28,752,902</b>	<b>5,797,312</b>	<b>3,071,392</b>	<b>(2,725,920)</b>
<b>Total Capital Acquisitions</b>	<b>27,623,119</b>	<b>28,752,902</b>	<b>5,797,312</b>	<b>3,071,392</b>	<b>(2,725,920)</b>
<b>Capital Acquisitions Funded By:</b>					
	\$	\$	\$	\$	\$
Capital grants and contributions	11,347,884	8,875,972	870,890	1,065,172	194,282
Borrowings	0	6,800,000	0	0	0
Disposal of Assets	687,750	687,750	321,761	92,886	(228,875)
Cash Backed Reserves	14,032,920	7,237,465	0	0	0
Municipal Funds	1,554,565	5,151,715	4,604,660	1,913,334	(2,691,327)
<b>Capital funding total</b>	<b>27,623,119</b>	<b>28,752,902</b>	<b>5,797,312</b>	<b>3,071,392</b>	<b>(2,725,920)</b>

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

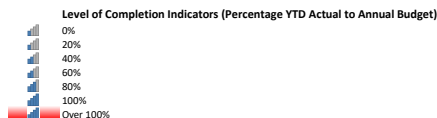
INVESTING ACTIVITIES  
NOTE 5  
CAPITAL ACQUISITIONS (CONTINUED)



	Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
		\$	\$	\$	\$	\$	
	<b>Buildings</b>						
	210279 2 Budden Way Remove/replace asbestos entrance lining and gables	10,000	10,000	0	0	0	Works estimated to commence in March 2025.
	210280 Koorliny CCAC Replace electrical mounting boards x 8 in large theatre	35,000	0	0	0	0	
	210281 Kwinana Senior Citizens Centre Games room Internal & external paint asbestos management	14,500	14,500	0	0	0	
	210282 156 Medina Avenue (degraded asbestos) Remove & dispose Large Shed, remove & replace west boundary fencing	20,000	0	0	0	0	Budget transferred to 156 Medina Ave - external remedial repairs project.
	210428 156 Medina Ave External remedial repairs	0	20,000	20,000	0	(20,000)	Budget transferred from 156 Medina Ave - degraded asbestos project. Project on hold.
	210283 Rhodes Park Toilets and Kiosk Plumbing void / Store electrical mounting board	3,500	3,500	3,500	0	(3,500)	Project works in progress.
	210419 Casuarina Hall Blinds Replacement	6,500	6,500	0	2,173	2,173	Project works in progress.
	210285 2 Stidworthy Court (DoH) Roof plumbing - Gutters / Downpipes / Eaves Sheets	30,000	30,000	0	0	0	Works estimated to commence in March 2025.
	210286 Business Incubator - Roof plumbing - Gutters/Downpipes	17,000	17,000	0	0	0	
	210287 Koorliny CAC – various required remedial works	85,500	120,500	120,500	14,955	(105,545)	Project works in progress.
	210288 Recquatic Centre - Roof replacement gym & Wirrapanda	250,000	250,000	0	0	0	
	210289 Sloan Cottage - Conservation Works as per strategy	7,000	7,000	0	0	0	
	210290 Smirk Cottage, Museum, Soldiers Cottage - Conservation Works as per strategy	7,000	7,000	0	0	0	
	210291 Wheatfield Cottage - Conservation Works as per strategy	7,000	7,000	0	0	0	
	210292 Koorliny CAC – replacement of window treatments	15,000	15,000	15,000	8,991	(6,009)	Project completed.
	210293 Recquatic Centre - annual internal painting program	10,000	10,000	0	0	0	Works estimated to commence in May 2025.
	210294 Darius Wells Library and Resource Centre - annual internal painting program	10,000	10,000	10,000	8,690	(1,310)	Project completed.
	210295 Zone Youth Centre - annual internal painting program	10,000	10,000	10,000	9,037	(963)	Project completed.
	210296 John Wellard Community Centre - annual internal painting program	8,000	8,000	8,000	0	(8,000)	Project works in progress.
	210297 William Bertram Community Centre - annual internal painting program	8,000	8,000	0	0	0	
	210298 Ops Mechanic/Carpenter workshop Office & crib room- internal painting	6,500	6,500	6,500	0	(6,500)	Project works in progress.
	210299 Ops Mechanic/Carpenter workshop - External repaint/rust treatment	20,000	20,000	20,000	0	(20,000)	Project works in progress.
	210301 Fiona Harris Pavilion - External repaint	30,000	30,000	0	0	0	
	210302 2 Budden Way - External repaint	12,000	12,000	0	0	0	
	210303 Wellard Pavilion - External repaint	15,000	15,000	0	0	0	
	210304 Casuarina/Wellard Hall - External repaint	5,500	5,500	0	0	0	
	210305 Recquatic Centre - A/C 17 Gym Office (backlog), A/C13 Gym Package (Actron Air), EC 6 kitchen (Evap), Air Curtain 1 & 2	64,500	64,500	0	0	0	
	210306 Recquatic Centre - AC 18, 19, 20, 21 Upstairs Tenancy (replacing concurrent with roof replacement)	60,000	60,000	0	0	0	
	210269 Recquatic Centre - CH-02 Ground Floor/Hydrotherapy Screw Chiller	139,753	138,703	138,703	9,300	(129,403)	Project works in progress.
	210308 18 Maydwell, Victory for life - Main Area left and Coolroom AC units Replacement	13,000	13,000	0	0	0	
	210309 Leda Hall - Hall Area A/C 1 replace	10,000	10,000	0	0	0	
	210310 Mandogalup Fire Station - A/C 1, 2, 3, 4, 5 FAIR (24/25) - Hi wall splits	25,000	25,000	0	0	0	

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

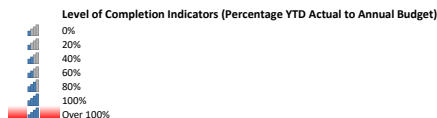
INVESTING ACTIVITIES  
NOTE 5  
CAPITAL ACQUISITIONS (CONTINUED)



	Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
		\$	\$	\$	\$	\$	
	210311 Bright Futures - A/C 1, 2 Creche RAC, A/C 4, 5 Lunch room & office Hi wall splits	14,800	14,800	0	0	0	
	210312 Zone Youth Centre - Ventilation Fans RF1, S1, S2, S3, S4, EF 1A & 1B, EF 2, EF 3, EF 4A & 4B, EF 5A & 5B, EF6A & 6B EF 7 As per HVAC report	42,700	42,700	0	0	0	
	210313 Margaret Feilman - A/C replacements as per HVAC report	181,000	181,000	0	0	0	
	210314 Senior Citizens - EAC-4 Kitchen Evap	5,000	5,000	0	0	0	
	210315 Wandl Hall / The Pavilion - Services Plumbing Plant - Aquarius or Rainwater as per report	10,000	10,000	0	0	0	
	210316 Recquatic - Replacement of Domestic Gas Hot Water Systems with Electric Heat Pump Hot (or similar) water systems	65,000	65,000	0	0	0	
	210317 Recquatic Centre - BMS Renewal (BMS to include energy consuming equip)	80,000	80,000	0	0	0	
	210318 Zone Youth Centre - Solar inverter renewal 10 years	21,000	21,000	0	0	0	
	210319 Leda Hall - Fitout renewal	15,000	15,000	0	0	0	
	210320 Recquatic Centre - café and spa/sauna bulkhead replacement due to corrosion	40,000	40,000	0	0	0	
	210321 Operations Centre Cribroom - Benchtop replacement/repair	8,500	8,500	0	0	0	
	210322 Business Incubator - Security systems renewals	35,000	0	0	0	0	Budget transfer to Margaret Feilman - structural brickwork remediation project.
	210429 Margaret Feilman - Structural Brickwork Remediation	0	35,000	0	0	0	Budget transfer from Business Incubator - security systems renewal project.
	210323 Multiple locations - Various Security hardware renewals	20,000	20,000	0	0	0	
	210324 Recquatic Centre - Stadium annual floor maintenance program	13,000	13,000	0	0	0	
	210325 Zone Youth Centre - Flooring roller rink reseal/line mark	40,000	40,000	0	0	0	
	210326 Zone Youth Centre - Fishbowl & office carpet replacement	4,500	4,500	0	0	0	
	210327 Business Incubator - Board Room carpet replacement	6,500	6,500	0	0	0	
	210328 Civic Administration Centre - Upgrade or Renewal	6,800,000	6,800,000	153,336	15,716	(137,620)	Project at design stage.
	210329 DCA 12 - Local Sporting Ground with Community Centre / Clubroom - Wellard West	2,544,000	2,544,000	813,000	3,000	(810,000)	Contract awarded. Works to commence January/February 2025.
	210330 Public Art for new facility - Local Sporting Ground with Community Centre / Clubroom - Wellard West	48,000	48,000	0	14,400	14,400	Project works in progress.
	210331 Thomas Oval Changeroom Extension/Upgrade	2,283,350	2,283,350	0	2,000	2,000	Contract awarded. Works to commence January/February 2025.
	210332 Public Art for new facility-Thomas Oval Changeroom Extension/Upgrade	20,000	20,000	0	0	0	
	210333 Disability Access and Inclusion - Minor Improvements	5,000	5,000	0	6,590	6,590	Project completed.
	210335 Darius Wells East Elevation	35,000	35,000	0	0	0	
	210334 2024/25 Building Contingency	100,000	100,000	33,332	32,540	(792)	Project works in progress.
	210001 C/F 2023/24 Building Contingency	12,224	0	0	0	0	
	210177 C/F 2023/24 Darius Dome - Coolroom/freezer CR-010 & FR-01 - FAIR CONDITION	16,000	16,000	1,645	1,645	0	Project works in progress.
	210178 C/F 2023/24 Darius Dome - kitchen Evap Cooler EVC-R-01 - FAIR (24/25)	15,000	15,000	0	0	0	
	210410 Recquatic Pool Deck Tile Treatment	16,675	21,747	21,747	25,527	3,780	Project completed.
	210192 C/F Recquatic - Minor Upgrades - Changeroom Cubicles	0	13,588	13,588	13,588	0	Project completed.
	210278 C/FWD Animal Shelter - design	60,000	60,000	20,000	6,700	(13,300)	Project at planning stage.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

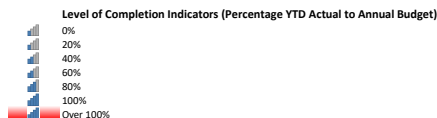
INVESTING ACTIVITIES  
NOTE 5  
CAPITAL ACQUISITIONS (CONTINUED)



	Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
		\$	\$	\$	\$	\$	
	210163 C/F 2023/24 Recquatic Centre - Pool hall north and south translucent sheet	0	66,000	66,000	53,455	(12,545)	Project completed.
	210194 C/F 2023/24 Sub-Regional Sporting Ground (Thomas Oval/Kelly Park Extension/Upgrade)	0	14,648	14,648	0	(14,648)	Contract awarded. Works to commence January/February 2025.
	<b>Buildings Total</b>	<b>13,512,502</b>	<b>13,598,536</b>	<b>1,489,499</b>	<b>228,307</b>	<b>(1,261,192)</b>	
	<b>Plant, Furniture and Equipment</b>						
	<b>Furniture and Equipment</b>						
	210397 Furniture and Fittings Renewal	20,000	20,000	8,000	1,466	(6,534)	Project works in progress.
	210398 Furniture & Fittings - Local Sporting Ground with Community Centre / Clubroom - W	48,400	48,400	0	0	0	
	210399 Furniture & Fittings - Thomas Oval Changeroom Extension/Upgrade	16,000	16,000	0	0	0	
	210400 Community Facilities Furniture and Fittings Renewal	25,000	25,000	12,500	0	(12,500)	Project works in progress.
	210401 Library -Replacement couches and chairs to replace existing furniture	12,000	12,000	0	0	0	
	210402 Library-Replacement public computer chairs	4,000	4,000	0	0	0	Works estimated to commence in April 2025.
	210403 Library-Laptop lockers-laptop docking station with capacity to charge, wipe and sect	11,000	11,000	0	0	0	
	210404 Library services outreach equipment	10,000	10,000	0	1,392	1,392	Project works in progress.
	210424 C/F 2023/24 Koorliny - Lighting Desk	0	6,100	6,100	6,100	0	Project completed.
	210423 C/F 2023/24 Koorliny - Projector	0	24,313	24,313	24,313	0	Project completed.
	<b>Computing Equipment</b>						
	210197 IT-Server Replacement	100,000	100,000	0	0	0	
	210062 Corporate Business System	795,810	795,810	592,475	539,349	(53,126)	Project works in progress.
	<b>Plant and Equipment</b>						
	210406 2024/25 Plant Replacement Program - Plant	146,000	146,000	16,000	0	(16,000)	Replacement as per plan.
	210096 C/F 2023/24 Plant Replacement Program - Plant	410,000	410,000	120,544	25,544	(95,000)	Replacement as per plan.
	210407 100-110KVA trailer mounted generator	40,000	40,000	0	0	0	
	210408 Recquatic - Pool Plant Renewals	100,000	100,000	0	0	0	Renewal has not been identified yet.
	210409 Revolving Energy Fund - Project 1 Recquatic Solar PV	114,000	114,000	0	0	0	
	<b>Motor Vehicles</b>						
	210405 2024/25 Plant Replacement Program - Light Fleet	874,700	874,700	438,917	300,621	(138,296)	Replacement as per plan.
	210077 C/F 2023/24 Plant Replacement Program - Light Fleet	60,000	60,000	60,000	43,945	(16,055)	Replacement as per plan.
	<b>Plant, Furniture and Equipment Total</b>	<b>2,786,910</b>	<b>2,817,323</b>	<b>1,278,849</b>	<b>942,729</b>	<b>(336,120)</b>	
	<b>Park and Reserves</b>						
	210345 POS/Parks & Reserve Renewal - Centennial Park - Shade Sail	10,000	10,000	10,000	3,900	(6,100)	Project works in progress.
	210346 POS/Parks & Reserve Renewal - Centennial Park - Playground	67,764	67,764	0	0	0	
	210347 POS/Parks & Reserve Renewal - Djilba Park - Playgrounds	80,000	80,000	0	0	0	
	210348 POS/Parks & Reserve Renewal - Moombaki Park - Playground	60,000	60,000	0	0	0	
	210349 POS/Parks & Reserve Renewal - Skottowe Park - Playground	80,525	80,525	0	794	794	Project works in progress.
	210350 POS/Parks & Reserve Renewal - Rushbrook Park - Playground	100,162	100,162	0	0	0	
	210351 POS/Parks & Reserve Renewal - Whyatt Green (Gabor Park) - Playground	10,000	10,000	0	0	0	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

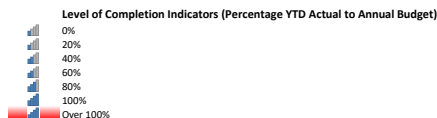
**INVESTING ACTIVITIES  
NOTE 5  
CAPITAL ACQUISITIONS (CONTINUED)**



	Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
		\$	\$	\$	\$	\$	
	210352 POS/Parks & Reserve Renewal - Kwinana Adventure Park - Playground	40,000	40,000	0	12,267	12,267	Project works in progress.
	210353 POS/Parks & Reserve Renewal - Various - amenities	30,000	30,000	0	0	0	
	210354 POS/Parks & Reserve Renewal - Gilmore #1 - Electric Cubicle Renewal including Headworks	34,600	34,600	0	0	0	Project completed awaiting invoicing.
	210355 POS/Parks & Reserve Renewal - Bertram School - Electric Cubicles Renewal	22,600	0	0	0	0	Project on hold. Budget Transferred to Wellard Rd verge electrical, Wellard 5 iron filter and Homestead Park headworks.
	210356 POS/Parks & Reserve Renewal - Warner Road - Electric Cubicles Renewal	22,600	22,600	0	0	0	
	210357 POS/Parks & Reserve Renewal - Medina Oval Main & Outer - Hydrometers	7,000	7,000	0	0	0	
	210358 POS/Parks & Reserve Renewal - McWhirther Prom - Iron Filter	80,000	25,000	25,000	0	(25,000)	\$55K of budget Transferred to Wellard Rd verge electrical, Wellard 5 iron filter and Homestead Park headworks. Works estimated to commence in January 2025.
	210359 POS/Parks & Reserve Renewal - Leda POS - In-field Pipe Areas	245,192	225,192	0	3,250	3,250	\$20K budget transferred to Wells park fencing renewal project. Project works in progress. Expected completion April 2025.
	210360 POS/Parks & Reserve Renewal - Morrit Way - Fencing - Rail and Post	31,000	31,000	31,000	28,692	(2,308)	Project completed.
	210361 POS/Parks & Reserve Renewal - Welbourne Heights - Gate, Chain Gate & Post/Rail Fencing	17,900	17,900	17,900	13,123	(4,777)	Project works in progress.
	210362 POS/Parks & Reserve Renewal - Whyatt Green - Fencing - Rail and Post	13,700	13,700	0	0	0	
	210363 POS/Parks & Reserve Renewal - Rogan Park - Fencing & Bollards	22,337	22,337	0	0	0	
	210364 POS/Parks & Reserve Renewal - Various - Garden Bed Kerbing	10,000	10,000	0	0	0	
	210210 C/F 2023/24 Parks and Reserves - Abingdon Park - Recirculation System	75,000	75,000	0	0	0	
	210365 Park Upgrade Strategy - Berry Park	15,000	15,000	15,000	628	(14,372)	Project works in progress.
	210366 Park Upgrade Strategy - Djilba Reserve	34,500	34,500	14,500	0	(14,500)	Project works in progress.
	210367 Park Upgrade Strategy - Whyatt Green	100,000	100,000	60,000	0	(60,000)	Project works in progress.
	210368 Streetscape Strategy - Sulphur road	90,000	90,000	0	0	0	
	210369 Urban Tree Planting	180,000	180,000	72,000	0	(72,000)	Project at planning stage.
	210426 DCA 5 - Galati Triangle, Honeywood oval	176,109	176,109	75,000	0	(75,000)	Project works in progress.
	210091 C/F 2023/24 Parks Upgrade Apex Park	136,227	136,227	0	1,628	1,628	Project works in progress.
	210219 C/F 2023/24 POS Assets - Sandringham Park - Playgrounds - LRCI 4	200,000	200,000	0	37,075	37,075	Project works in progress.
	210227 C/F 2023/24 Sandringham Park Upgrade	39,600	39,600	0	0	0	
	210094 C/F 2022/23 Kwinana Loop Trail Upgrade	3,653,857	3,645,511	0	0	0	
	210430 POS/Parks & Renewal - Wells Park Fencing renewal	0	20,000	20,000	19,598	(402)	Budget transfer from Leda POS - In-field pipe areas project. Project completed.
	210085 C/F 2023/24 Urban Tree Planting	0	165,030	0	0	0	
	210231 C/F 2023/24 Honeywood Oval - Pump Track Wandu Youth - LRCI 4	0	110,000	0	0	0	
	210422 Medina Green Upgrade	0	20,000	10,000	0	(10,000)	Works to commence after Pace road carpark project completion.
	210427 Partridge Pop-Up	0	5,000	0	0	0	
	210433 Parks & Reserves - Wellard Rd verge electrical	0	22,600	0	0	0	Budget transferred from Bertram School - Electric Cubicles Renewal and McWhirther Prom - Iron Filter. Project works in progress.
	210434 Parks & Reserves - Wellard 5 iron filter	0	40,000	0	0	0	Budget transferred from Bertram School - Electric Cubicles Renewal and McWhirther Prom - Iron Filter.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

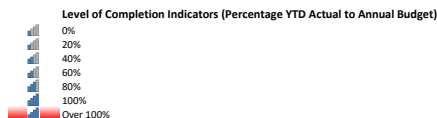
INVESTING ACTIVITIES  
NOTE 5  
CAPITAL ACQUISITIONS (CONTINUED)



Capital Expenditure		Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
		\$	\$	\$	\$	\$	
	210435 Parks & Reserves - Homestead Park headworks	0	15,000	0	0	0	Budget transferred from Bertram School - Electric Cubicles Renewal and McWhirther Prom - Iron Filter.
	<b>Parks and Reserves Total</b>	<b>5,685,673</b>	<b>5,977,357</b>	<b>350,400</b>	<b>120,956</b>	<b>(229,444)</b>	
<b>Roads</b>							
<b>Road Renewals</b>							
	210375 Muni Funded - Gilmore Ave (A), Leda	129,010	129,010	110,169	82,430	(27,739)	Project works in progress.
	210376 Muni Funded - Braddock Road, Wellard	90,000	90,000	76,857	66,469	(10,388)	Project completed.
	210377 Muni Funded - Alexander Parkway, Wellard	72,500	72,500	61,912	0	(61,912)	Project works in progress.
	210378 Muni Funded - Woolcot Rd, Wellard	45,000	45,000	38,428	26,640	(11,788)	Project completed.
	210379 Muni Funded - Brooks Pl, Wandl	57,000	57,000	0	0	0	
	210380 Muni Funded - Lill Pl, Anketell	50,000	50,000	3,809	0	(3,809)	Works estimated to commence in May 2025.
	210381 Muni Funded - Barker Road, Wellard	108,000	108,000	92,228	90,580	(1,649)	Project completed.
	210382 Muni Funded - Chapman Road, Calista	337,500	337,500	0	0	0	
	210383 Muni Funded - Brookes Way, Calista	140,000	112,000	0	0	0	
	210384 Muni Funded - Wells Pl, Calista	61,000	61,000	0	0	0	
	210385 Muni Funded - Magenup Dr, Wandl	161,000	161,000	0	0	0	
	210386 Muni Funded - Jarrah Cl, Wandl	39,000	39,000	0	0	0	
	210387 Muni Funded - Miles Pl, Wandl	45,000	45,000	0	0	0	
<b>MRRG Road Renewals</b>							
	210372 MRRG - Mandurah Road, Kwinana Beach	655,000	655,000	350,000	523,863	173,863	Project works in progress.
	210373 MRRG - Cockburn Road, Naval Base	537,485	537,485	0	0	0	
	210374 MRRG - Gilmore Ave (B), Leda	285,285	285,285	100,000	207,600	107,600	Project works in progress.
	210431 MRRG - Mandogalup Road	0	186,988	0	0	0	
	210432 MRRG - Hope Valley Road	0	326,355	0	0	0	
<b>Blackspot Program</b>							
	210370 Blackspot - Marri Park Drive (stage 1)	473,320	473,320	400,000	127,285	(272,715)	Project withdrawn as per community feedback.
	210371 Blackspot - Wellard Road and Henley Blvd Roundabout (stage 1)	485,333	485,333	414,457	58,759	(355,698)	Project works in progress.
	210101 C/F 2023/24 Blackspot Parmelia Avenue	0	6,502	6,502	6,500	(2)	Project works in progress.
<b>Road Reseal Renewals - Roads to Recovery</b>							
	210388 R2R - Battersby Road	468,225	468,225	0	0	0	
	210389 R2R - Harlow Road	487,110	487,110	200,000	71,607	(128,393)	Project works in progress.
<b>Traffic Management</b>							
	210390 Traffic calming projects	70,000	70,000	49,655	11,135	(38,520)	Project works in progress.
	210391 Traffic safety - Paroo Way, Wandl	10,000	10,000	5,000	0	(5,000)	Project works in progress.
	210392 Traffic safety - Bellingham Parade, Wellard	10,000	10,000	5,000	0	(5,000)	Project works in progress.
	210393 Traffic safety - Honeywood Ave, Wandl	10,000	10,000	8,540	0	(8,540)	Works estimated to commence in May 2025.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

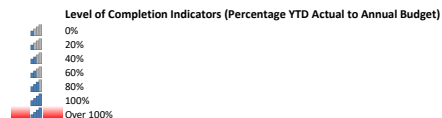
INVESTING ACTIVITIES  
NOTE 5  
CAPITAL ACQUISITIONS (CONTINUED)



Capital Expenditure		Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
		\$	\$	\$	\$	\$	
<b>Road Others</b>							
210394	Resurfacing of Telephone Lane - Baldivis	70,000	70,000	70,000	0	(70,000)	Project works in progress.
<b>Roads Total</b>		<b>4,896,768</b>	<b>5,388,613</b>	<b>1,992,557</b>	<b>1,272,868</b>	<b>(719,689)</b>	
<b>Street Lighting</b>							
210395	Street Lighting Renewal per Asset Management Plan	33,500	33,500	33,500	33,119	(381)	Project works in progress.
210396	Street Lighting New	35,652	35,652	20,000	454	(19,546)	Project works in progress.
210128	C/F 2023/24 Street Lighting New	6,843	6,843	0	0	0	
<b>Street Lighting Total</b>		<b>75,995</b>	<b>75,995</b>	<b>53,500</b>	<b>33,573</b>	<b>(19,927)</b>	
<b>Bus Shelter Construction</b>							
210336	Bus Shelters Renewal	30,000	30,000	30,000	0	(30,000)	Project works in progress.
210337	Bus Shelter - New/ Upgrade	7,000	7,000	2,000	0	(2,000)	Project awaiting Transperth approval. Works estimated to commence in May 2025.
<b>Bus Shelter Construction Total</b>		<b>37,000</b>	<b>37,000</b>	<b>32,000</b>	<b>0</b>	<b>(32,000)</b>	
<b>Footpath Construction</b>							
210343	Footpaths - Lyon Road, Honeywood	20,000	20,000	17,079	0	(17,079)	Works to be completed in January 2025.
210344	Footpath-Repair and/Replace Damaged Footpath	153,000	153,000	70,657	49,700	(20,957)	Project works in progress.
210233	C/F 2023/24 Footpath - Gilmore Ave Shared path Construction - Chisham Ave to Wellard Rd	0	3,488	3,488	3,488	0	Project completed.
<b>Footpath Construction Total</b>		<b>173,000</b>	<b>176,488</b>	<b>91,224</b>	<b>53,188</b>	<b>(38,036)</b>	
<b>Drainage Construction</b>							
210339	Drainage New - The Horseshoe, Wandri drainage improvement	60,000	60,000	51,238	2,394	(48,844)	Project works in progress.
210340	Drainage New- Port Road, Kwinana Beach drainage improvement	30,000	31,403	27,022	31,869	4,848	Project completed.
210341	Drainage Renewals- Anketell and Abercrombie Drainage Pit Renewal	26,000	26,000	1,634	1,634	0	Project works in progress.
<b>Drainage Construction Total</b>		<b>116,000</b>	<b>159,402</b>	<b>121,893</b>	<b>35,897</b>	<b>(85,996)</b>	
<b>Car Park Construction</b>							
210061	C/F 2023/24 Carpark - Pace Road LRCI 4	0	220,917	220,917	176,968	(43,949)	Project completed awaiting invoicing.
210338	Car Park Renewal - Thomas oval - netball club carpark	65,000	65,000	55,508	69,058	13,550	Project completed.
<b>Car Park Construction Total</b>		<b>65,000</b>	<b>285,917</b>	<b>276,425</b>	<b>246,026</b>	<b>(30,399)</b>	

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

INVESTING ACTIVITIES  
NOTE 5  
CAPITAL ACQUISITIONS (CONTINUED)



Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
	\$	\$	\$	\$	\$	
<b>Other Infrastructure</b>						
210059 C/F Revitalising the Strand in Wellard	50,000	0	0	0	0	Budget has been transferred to operating as the expenditure to be provided as grants/subsidies.
210149 C/F Enhance CCTV network/Purchase a Mobile CCTV Unit	35,622	35,622	35,622	34,581	(1,041)	Mobile unit has been delivered.
210413 EV charger - Kwinana Town Centre	25,519	25,519	0	27,571	27,571	Works expected to be completed January 2025.
210414 EV charger - Medina Local Centre	31,726	31,726	31,726	27,472	(4,254)	Works expected to be completed January 2025.
210415 EV charger - John Wellard Community Centre	25,787	25,787	0	22,449	22,449	Works expected to be completed January 2025.
210416 EV charger - City of Kwinana Works Depot	31,617	31,617	31,617	21,789	(9,828)	Works expected to be completed January 2025.
210420 C/F 2023/24 Bird Watering Stations	14,000	14,000	0	3,986	3,986	Project works in progress.
210412 CCTV Renewals	60,000	60,000	0	0	0	Works estimated to commence in February 2025.
210418 C/F 2023/24 Kwinana Tennis Club Lighting Project	0	12,000	12,000	0	(12,000)	Waiting for confirmation of works from Tennis Club.
<b>Other Infrastructure Total</b>	<b>274,271</b>	<b>236,271</b>	<b>110,965</b>	<b>137,848</b>	<b>26,883</b>	
<b>Capital Expenditure Total</b>	<b>27,623,119</b>	<b>28,752,902</b>	<b>5,797,312</b>	<b>3,071,392</b>	<b>(2,725,920)</b>	



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

FINANCING ACTIVITIES  
NOTE 6  
BORROWINGS

Repayments - borrowings

Information on borrowings

Particulars	Finalisation of Loan	1 July 2024	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Current Budget	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Governance</b>										
Loan 99 - Administration Building Renovations	2024/25	129,871	0	0	63,936	129,871	65,935	0	3,925	7,401
Renewal	TBC	0	0	6,800,000	0	318,395	0	6,481,605	0	322,967
<b>Education and welfare</b>										
Loan 100 - Youth Specific Space	2027/28	693,730	0	0	79,875	161,615	613,855	532,115	15,668	35,521
<b>Recreation and culture</b>										
Loan 97 - Orelia Oval Pavilion Extension	2024/25	287,367	0	0	141,473	287,367	145,894	0	8,686	16,376
Loan 102 - Library & Resource Centre	2028/29	4,125,510	0	0	372,142	752,731	3,753,369	3,372,779	90,579	207,679
Loan 104 - Recquatic Refurbishment	2029/30	2,168,523	0	0	161,457	326,184	2,007,067	1,842,339	42,713	99,144
Loan 105 - Bertram Community Centre	2029/30	796,450	0	0	63,525	128,085	732,925	668,365	12,404	29,717
Loan 106 - Destination Park - Calista	2030/31	892,266	0	0	57,482	115,867	834,784	776,399	13,473	33,144
<b>Transport</b>										
Loan 98 - Streetscape Beautification	2024/25	175,325	0	0	86,314	175,325	89,011	0	5,299	9,991
Loan 101B - City Centre Redevelopment	2031/32	1,905,722	0	0	121,237	243,282	1,784,484	1,662,440	6,131	37,027
		11,174,764	0	6,800,000	1,147,441	2,638,722	10,027,324	15,336,042	198,877	798,967
<b>Self supporting loans</b>										
<b>Recreation and culture</b>										
Loan 103B - Golf Club Refurbishment	2031/32	177,351	0	0	9,769	19,700	167,582	157,651	2,558	6,925
		177,351	0	0	9,769	19,700	167,582	157,651	2,558	6,925
<b>Total</b>		11,352,115	0	6,800,000	1,157,210	2,658,422	10,194,906	15,493,693	201,435	805,892
		2,658,422					1,182,815			
		8,693,693					9,012,091			
		11,352,115					10,194,906			

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

## OPERATING ACTIVITIES

## NOTE 7

## RESERVE ACCOUNTS

## Cash backed reserve

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual Closing Balance
<b>Municipal Reserves</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$
Aged Persons Units Reserve	777,064	33,018	11,172	46,294	0	0	0	856,376	788,235
Asset Management Reserve	4,885,036	137,303	38,133	2,945,283	0	(2,754,957)	0	5,212,665	4,923,169
Banksia Park Reserve	467,348	11,973	4,475	6,696	0	(8,385)	0	477,632	471,823
City Infrastructure Reserve	283,835	0	11,402	0	0	(259,734)	0	24,101	295,237
Community Services & Emergency Relief Reserve	362,102	15,978	4,849	0	0	0	0	378,080	366,951
Contiguous Local Authorities Group Reserve	275,124	12,882	3,261	34,015	0	(53,275)	0	268,746	278,385
Employee Leave Reserve	3,111,952	137,343	41,903	0	0	0	0	3,249,295	3,153,855
Employee Vacancy Reserve	564,835	40,396	12,258	0	0	0	0	605,231	577,093
Golf Course Cottage Reserve	32,395	1,430	434	0	0	0	0	33,825	32,829
Golf Club Maintenance Reserve	37,793	1,446	439	4,500	0	(4,500)	0	39,239	38,232
Information Technology Reserve	556,813	16,159	5,470	320,000	0	(400,000)	0	492,972	562,283
Plant and Equipment Replacement Reserve	1,121,290	45,317	12,362	1,527,450	0	(1,590,700)	0	1,103,357	1,133,652
Public Art Reserve	447,739	14,324	3,626	0	0	(204,475)	0	257,588	451,365
Public Open Space	349,810	15,433	4,708	0	0	(103,500)	0	261,743	354,518
Refuse Reserve	5,904,312	132,928	57,291	804,992	0	(2,480,120)	0	4,362,112	5,961,603
Renewable Energy Efficiency Reserve	63,508	9,321	1,177	25,000	0	(20,500)	0	77,329	64,685
Restricted Grants & Contributions Reserve	965,068	0	0	12,869	0	(587,327)	(30,703)	390,610	934,364
Settlement Agreement Reserve	315,899	8,075	2,044	0	0	0	0	323,974	317,943
Strategic Property Reserve	962,793	21,589	6,065	0	0	0	0	984,382	968,858
Workers Compensation Reserve	605,501	26,340	6,668	0	0	0	0	631,841	612,169
Councillor's Initiative Reserve	475,878	21,993	0	25,000	0	(32,000)	0	490,871	475,878
Election Expense Reserve	88,643	4,388	0	85,000	0	0	0	178,031	88,643
Valuation Expense Reserve	85,957	4,255	0	85,000	0	0	0	175,212	85,957
<b>Sub-Total Municipal Reserves</b>	<b>22,740,695</b>	<b>711,891</b>	<b>227,739</b>	<b>5,922,099</b>	<b>0</b>	<b>(8,499,473)</b>	<b>(30,703)</b>	<b>20,875,212</b>	<b>22,937,729</b>
<b>Developer Contribution Reserves</b>									
DCA 1 - Hard Infrastructure - Bertram	2,961,004	78,573	28,073	100,000	0	(123,048)	0	3,016,529	2,989,078
DCA 2 - Hard Infrastructure - Wellard	1,833,827	75,116	19,120	100,000	0	(32,639)	0	1,976,304	1,852,947
DCA 3 - Hard Infrastructure - Casuarina	72,129	3,640	1,066	100,000	0	(32,639)	0	143,130	73,195
DCA 4 - Hard Infrastructure - Anketell	2,533,386	117,953	39,318	100,000	0	(32,639)	0	2,718,700	2,572,704
DCA 5 - Hard Infrastructure - Wandl	3,172,749	94,929	27,754	100,000	0	(208,748)	0	3,158,930	3,200,503
DCA 6 - Hard Infrastructure - Mandogalup	9,602,188	278,287	90,524	100,000	0	(32,639)	0	9,947,836	9,692,713
DCA 7 - Hard Infrastructure - Wellard West	153,397	4,202	1,753	100,000	0	(32,639)	0	224,960	155,150
DCA 8 - Soft Infrastructure - Mandogalup	2,466,266	64,848	28,445	100,000	0	(22,541)	0	2,608,573	2,494,711
DCA 9 - Soft Infrastructure - Wandl/Anketell	9,369,349	274,084	113,834	100,000	0	(22,541)	0	9,720,892	9,483,183
DCA 10 - Soft Infrastructure - Casuarina/Anketell	195,316	5,976	1,815	100,000	0	(22,541)	0	278,751	197,131
DCA 11 - Soft Infrastructure - Wellard East	2,505,259	137,662	18,155	100,000	0	(22,541)	0	2,720,380	2,523,414
DCA 12 - Soft Infrastructure - Wellard West	9,392,122	400,018	92,869	100,000	0	(2,566,541)	0	7,325,599	9,484,991
DCA 13 - Soft Infrastructure - Bertram	242,637	10,830	3,325	100,000	0	(22,541)	0	330,926	245,962
DCA 14 - Soft Infrastructure - Wellard/Leda	592,400	22,478	7,858	100,000	0	(22,541)	0	692,337	600,258
DCA 15 - Soft Infrastructure - City Site	244,483	7,094	3,370	100,000	0	(22,537)	0	329,040	247,853
<b>Sub-Total Developer Contribution Reserves</b>	<b>45,336,512</b>	<b>1,575,690</b>	<b>477,279</b>	<b>1,500,000</b>	<b>0</b>	<b>(3,219,315)</b>	<b>0</b>	<b>45,192,887</b>	<b>45,813,793</b>
<b>Total Reserves</b>	<b>68,077,207</b>	<b>2,287,581</b>	<b>705,018</b>	<b>7,422,099</b>	<b>0</b>	<b>(11,718,788)</b>	<b>(30,703)</b>	<b>66,068,099</b>	<b>68,751,522</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

**NOTE 8  
GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Grants, subsidies and contributions Provider	Contract Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
	\$	\$		\$	
<b>General purpose funding</b>					
Local Government General Purpose Grant	0	199,664	99,832	99,832	
Local Government General Purpose Grant - Roads	0	95,336	47,668	47,668	
<b>Law, order, public safety</b>					
Department Fire and Emergency Services - ESL - Kwinana South Brigade	0	101,445	50,240	50,240	
Department Fire and Emergency Services - ESL - Mandogalup Brigade	0	101,445	50,240	50,240	
DFES Mitigation Activity Fund Grant	0	69,536	69,536	34,768	Tender yet to be finalised. Extension to project granted. Budget will be adjusted in mid year budget review.
DFES - All WA's Reducing Emergencies Grant - Open Day Event		5,000	5,000	5,000	
<b>Health</b>					
Mosquito Management Contributions (CLAG)		34,015	20,051	23,682	Variable phasing due to staging of development areas. Budget will be adjusted in mid year budget review.
Department of Health - Larvicide		2,400	2,400	0	Funding not yet required. Budget phasing will be adjusted in mid year budget review.
<b>Education and welfare</b>					
Banksia Park Operating Cost Contribution	0	382,824	191,412	191,412	
Aboriginal Resource Worker - Subsidy - Department of Communities	0	31,430	15,715	15,715	
NGALA My Time Program	1,400	13,104	6,149	6,688	
Moorditj Kulung - Dept of Communities (DLG) - Safety & Wellbeing	0	20,000	20,000	20,000	
Youth Social Justice Program	59,396	284,718	168,992	112,661	December quarter plus annual indexation paid in January. Budget will be adjusted in mid year budget review.
Youth Leadership and Development LYRIK (Alcoa Grant)	0	10,000	0	0	
Youth Leadership and Development LYRIK (Coogee Chemical Sponsorship)	0	20,000	0	0	
Community Services & Partnerships - Service Gap Analysis - Dept of Communities (DLG) - Safety & Wellbeing	30,000	30,000	30,000	0	\$30k held as contract liability; will be recognised upon meeting performance obligations.
The ArcLight Initiative - Dept of Communities	375,000	0	0	0	\$375k held as contract liability; will be recognised upon meeting performance obligations.
ArcLight Youth Engagement - Federal Grant via Curtin University	0	67,920	0	67,920	\$68k grant funding recognised. Budget phasing will be adjusted in mid year budget review.
ArcLight Youth Engagement - Dept of Communities (DLG) - Safety & Wellbeing	40,000	40,000	40,000	0	\$40k held as contract liability; will be recognised upon meeting performance obligations.
<b>Community amenities</b>					
PTA Bus Shelter Subsidy	0	11,000	0	0	
Depart of Transport - Active Travel Officer	0	37,500	37,500	37,500	
Coastal Adaptation Plan Consultancy - DPLH/WAPC	65,000	0	0	0	\$65k held as contract liability; will be recognised upon meeting performance obligations.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

NOTE 8  
GRANTS, SUBSIDIES AND CONTRIBUTIONS

Grants, subsidies and contributions Provider	Contract Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
	\$	\$		\$	
<b>Recreation and culture</b>					
Shared Use Agreement - Wellard Oval	0	41,892	41,892	41,892	
Shared Use Agreement - Bertram Oval	0	18,000	0	2,725	
Shared Use Agreement - Gilmore College - Senior Oval	0	17,000	0	0	
Shared Use Agreement - Gilmore College - Hockey Oval	0	14,000	0	0	
Shared Use Agreement - Wellard Pavilion	0	29,111	29,111	29,111	
Koorliny Arts Centre - Live Music Australia Program - Dept of Infrastructure	18,339	71,924	0	53,585	\$18k held as contract liability; will be recognised upon meeting performance obligations. Budget phasing will be adjusted in mid year budget review.
Koorliny Arts Centre - Misc Grants	0	60,000	20,000	0	Funding not yet confirmed. Budget phasing will be adjusted in mid year budget review.
Koorliny Arts Centre Management - Sponsorships	0	35,000	10,000	0	Sponsorship not yet confirmed. Budget phasing will be adjusted in mid year budget review.
Koorliny Arts Centre Management - Contributions	0	0	0	0	
Koorliny Arts Centre Management - Other donations	0	0	0	0	
Library - Other donations	0	200	132	139	
Event Season - OMG - Lotterywest	0	0	0	85,000	\$85k grant funding recognised. Budget will be adjusted in mid year budget review.
Event Sponsorship - OMG - Fremantle Ports	0	4,545	4,545	4,545	
Event Sponsorship - Childrens Festival	0	25,000	25,000	0	Sponsorship not yet confirmed. Budget phasing will be adjusted in mid year budget review.
Event Sponsorship - Summer Sounds	0	7,500	7,500	0	Sponsorship not yet confirmed. Budget phasing will be adjusted in mid year budget review.
Event Sponsorship - Summer Sounds	0	7,500	7,500	0	Sponsorship not yet confirmed. Budget phasing will be adjusted in mid year budget review.
Event Sponsorship - Lolly Run	0	10,000	0	0	
Community Development Fund - Kwinana Community Chest	0	20,000	10,000	0	Contribution dependant on fund applications. Budget phasing will adjusted in mid year review.
Kwinana Trails Network Master Plan - Dept of Local Government	0	25,000	25,000	25,000	
Kwinana Club Network Scheme - Dept of Local Government	0	10,000	10,000	10,000	
KidSport Contract for Service - Dept of Local Government	4,545	0	0	0	\$4,545 held as contract liability; will be recognised when grant guidelines are finalised.
LiveLighter Cooking Workshops - Cancer Council of WA	0	0	0	3,636	Retrospective grant. Budget will be adjusted in mid year budget review.
Recquatic- Royal Lifesavings Sponsorship	0	10,000	5,100	5,200	
Dept Communities - Thank a Volunteer Day - Voices of Volunteering	0	2,500	1,000	1,000	
Dept Communities - Early Years (Early Development Census Grant)	100,000	100,000	0	0	\$100k held as contract liability; will be recognised upon meeting performance obligations.
<b>Transport</b>					
Main Roads Annual Direct Grant	0	303,033	303,033	303,033	
Main Roads Street Light Subsidy	0	6,200	0	0	
Main Roads Verge Maintenance Contribution	0	144,596	0	77,111	1st 50% and additional works claimed in December. Budget will be adjusted in mid year budget review.
<b>TOTALS</b>	<b>693,680</b>	<b>2,520,338</b>	<b>1,354,548</b>	<b>1,405,304</b>	

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024

NOTE 9  
CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Capital grants, subsidies and contributions Provider	Unspent Funding Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
	\$	\$		\$	
<b>Recreation and culture</b>					
State Funding - Kwinana Loop Trail	0	3,500,000	0	0	
Dept of Infr & Reg Dev - Thomas Oval Facilities Upgrade		2,297,998	0	0	
		0	0	0	
<b>Local Roads and Community Infrastructure Program (Phase 4)</b>	0				
Pace Road - Car Park		137,543	0	0	
POS Assets - Sandringham Park - Playgrounds		139,720	0	0	
Honeywood Oval - Pump Track Wandl Youth	0	60,000	0	0	
Cash in lieu of Public Art	447,841				Funds held as contract liability. Revenue to be recognised upon meeting performance obligation.
<b>Transport</b>					
<b>Main Roads MRRG Funding</b>					
MRRG - Mandurah Road, Kwinana Beach	0	397,694	159,078	318,156	2nd 40% claimed. Budget phasing will be adjusted in mid year budget review.
MRRG - Cockburn Road, Naval Base	0	330,580	132,232	132,232	1st 40% claimed.
MRRG - Gilmore Ave (B), Leda	0	160,072	64,029	64,029	1st 40% claimed.
MRRG Reserve Fund - Gilmore Ave (A), Leda	0	83,406	0	33,362	1st 40% claimed. Budget phasing will be adjusted in mid year budget review.
MRRG Reserve Fund - Mandogalup Road	0	109,548	0	43,819	1st 40% claimed. Budget phasing will be adjusted in mid year budget review.
MRRG Reserve Fund - Hope Valley Road	0	180,389	0	72,156	1st 40% claimed. Budget phasing will be adjusted in mid year budget review.
<b>Roads to Recovery</b>	0				
R2R - Battersby Road - entire length		412,000	0	0	
R2R - Harlow Road - btwn Gilmore & Calista Aves	0	218,000	0	80,000	\$80k September quarter claim. Budget phasing will be adjusted in mid year budget review.
<b>Blackspot</b>					
Blackspot - Marri Park Drive (stage 1)	0	318,213	127,285	127,285	1st 40% claimed. Project withdrawn as per community feedback and funds to be returned to MRRG.
Blackspot - Wellard Road and Henley Blvd Roundabout (stage 1)	0	485,333	388,266	194,133	1st 40% claimed. Budget phasing will be adjusted in mid year budget review.
<b>WA Government Grants for workplace electric vehicle charging infrastructure</b>	0				
Electric Vehicle charging point in City Centre	0	11,095	0	0	
Electric Vehicle charging point at Pace Rd, Medina		11,579	0	0	
Electric Vehicle charging point at Wellard Community Centre		11,212	0	0	
Electric Vehicle charging point at City Operations Centre		11,590	0	0	
Urban Greening Grant Program Round 3 - WALGA	44,697	0	0	0	Funds held as contract liability. Revenue to be recognised upon meeting performance obligation.
<b>Community amenities</b>					
DCA 1 - Hard Infrastructure - Bertram	2,936,504	123,048	0	0	
DCA 2 - Hard Infrastructure - Wellard	1,379,356	32,639	0	0	
DCA 3 - Hard Infrastructure - Casuarina	67,747	32,639	0	0	
DCA 4 - Hard Infrastructure - Anketell	4,853,411	32,639	0	0	
DCA 5 - Hard Infrastructure - Wandl	2,752,723	208,748	0	0	
DCA 6 - Hard Infrastructure - Mandogalup	9,109,828	32,639	0	0	
DCA 7 - Hard Infrastructure - Mandogalup (west)	218,182	32,639	0	0	Revenue is recognised upon meeting performance obligations (in-line with expenditure on DCA infrastructure).
DCA 8 - Soft Infrastructure - Mandogalup	2,410,562	22,541	0	0	
DCA 9 - Soft Infrastructure - Wandl / Anketell	6,596,845	22,541	0	0	
DCA 10 - Soft Infrastructure - Casuarina/Anketell	361,792	22,541	0	0	
DCA 11 - Soft Infrastructure - Wellard East	1,258,363	22,541	0	0	
DCA 12 - Soft Infrastructure - Wellard West	7,804,238	2,566,541	0	0	
DCA 13 - Soft Infrastructure - Bertram	126,860	22,541	0	0	
DCA 14 - Soft Infrastructure - Wellard / Leda	432,440	22,541	0	0	
DCA 15 - Soft Infrastructure - Townsite	286,131	22,537	0	0	
<b>TOTALS</b>	<b>41,087,520</b>	<b>12,095,287</b>	<b>870,890</b>	<b>1,065,172</b>	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

**NOTE 10  
TRUST FUND**

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in this financial statement are as follows:

Description	Opening Balance 1 July 2024	Amount Received	Amount Paid	Closing Balance 31 Dec 2024
	\$	\$	\$	\$
APU Security Bonds	20,814	0	0	20,814
Contiguous Local Authorities Group CLAG	8,288	0	0	8,288
Uncollected Vehicles	25,338	757	0	26,095
	<b>54,440</b>	<b>757</b>	<b>0</b>	<b>55,197</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

**NOTE 11  
BUDGET VARIATIONS**

Internal budget amendments relating to budget reallocation. All other budget amendments are included within the relevant budget reviews.

Date	Description	Classification	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
<b>26/06/2024</b>	<b>Annual Budget adoption</b>	Opening Surplus(Deficit)	\$ <b>0</b>	\$ <b>0</b>
1/07/2024	156 Medina Ave - External remedial repairs	Capital Expenses	20,000	
	156 Medina Ave - Degraded asbestos	Capital Expenses	(20,000)	<b>0</b>
1/07/2024	Margaret Feilman - Structural Brickwork Remediation	Capital Expenses	35,000	
	Business Incubator - Security systems renewals	Capital Expenses	(35,000)	<b>0</b>
1/07/2024	Revitalisation Funds	Operating Expenses	50,000	
	C/F Revitalising the Strand in Wellard	Capital Expenses	(50,000)	<b>0</b>
25/07/2024	Wells Park - Fencing	Capital Expenses	20,000	
	Parks & Reserve Renewal - Leda POS	Capital Expenses	(20,000)	<b>0</b>
13/08/2024	IT Student Cyber Security - Salaries	Operating Expenses	13,385	
	IT - Professional Services	Operating Expenses	(13,385)	<b>0</b>
13/08/2024	Regional Open Space Feasibility - Consultancy	Operating Expenses	46,025	
	Executive Management - Consultancy	Operating Expenses	(46,025)	<b>0</b>
13/08/2024	Thriving Suburbs - Recquatic - Consultancy	Operating Expenses	63,600	
	Executive Management - Consultancy	Operating Expenses	(63,600)	<b>0</b>
15/08/2024	Thriving Suburbs - Civic Precinct - Consultancy	Operating Expenses	12,500	
	Executive Management - Consultancy	Operating Expenses	(12,500)	<b>0</b>
30/08/2024	Economic Development - Shop Local Campaign - Advertising	Operating Expenses	10,000	
	Economic Development - Advertising	Operating Expenses	(10,000)	<b>0</b>
30/08/2024	Koorliny - Live Music Australia Program - Materials & Contracts	Operating Expenses	71,924	
	Koorliny - Live Music Australia Program - Dept of Infrastructure Grant	Operating Revenue	(71,924)	<b>0</b>
30/08/2024	ArcLight Youth Engagement - Consultancy	Operating Expenses	40,000	
	ArcLight Youth Engagement - Dept of Communities Grant	Operating Revenue	(40,000)	<b>0</b>
30/08/2024	Youth - Service Gap Analysis - Consultancy	Operating Expenses	30,000	
	Youth - Service Gap Analysis - Dept of Communities Grant	Operating Revenue	(30,000)	<b>0</b>
30/08/2024	Moorditj Kulung Playgroup Assistant - Salaries	Operating Expenses	20,000	
	Moorditj Kulung Playgroup Assistant - Dept of Communities Grant	Operating Revenue	(20,000)	<b>0</b>
21/11/2024	Parks & Reserves - Wellard Rd verge electrical	Capital Expenses	22,600	
	Parks & Reserves - Wellard 5 iron filter	Capital Expenses	40,000	
	Parks & Reserves - Homestead Park headworks	Capital Expenses	15,000	
	POS/Parks & Reserve Renewal - Bertram School - Electric Cubicles Renewal	Capital Expenses	(22,600)	
	POS/Parks & Reserve Renewal - McWhirther Prom - Iron Filter)	Capital Expenses	(55,000)	<b>0</b>
21/11/2024	Pool Deck Tile treatment	Capital Expenses	5,072	
	Aquatics - Repairs and Maintenance	Operating Expenses	(5,072)	<b>0</b>
13/12/2024	24/25 Street Light Renewal	Capital Expenses	14,000	
	Drainage Renewal - Mandurah	Capital Expenses	10,000	
	Drainage Renewal - Anketell and Abercrombie	Capital Expenses	(24,000)	<b>0</b>
9/12/2024	Library Services - Salaries & Wages	Operating Expenses	13,801	
	Library Services - Superannuation	Operating Expenses	1,725	
	Consultants	Operating Expenses	(10,026)	
	Better Beginnings Program	Operating Expenses	(4,500)	
	Photocopies Costs	Operating Expenses	(1,000)	<b>0</b>
<b>Amended Budget Surplus / (Deficit)</b>			<b>0</b>	<b>0</b>

**KEY TERMS AND DESCRIPTIONS  
FOR THE PERIOD ENDED 31 DECEMBER 2024**

**NATURE DESCRIPTIONS**

**REVENUE**

**GENERAL RATES**

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

**GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Refers to all amounts received as grants, subsidies and contributions that are not capital grants.

**CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

**REVENUE FROM CONTRACTS WITH CUSTOMERS**

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

**FEES AND CHARGES**

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

**SERVICE CHARGES**

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

**INTEREST REVENUE**

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

**OTHER REVENUE / INCOME**

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

**PROFIT ON ASSET DISPOSALS**

Excess of assets received over the net book value for assets on their disposal.

**EXPENSES**

**EMPLOYEE COSTS**

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

**MATERIALS AND CONTRACTS**

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

**UTILITY CHARGES**

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

**INSURANCE**

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

**LOSS ON ASSET DISPOSALS**

Shortfall between the value of assets received over the net book value for assets on their disposal.

**DEPRECIATION**

Depreciation expense raised on all classes of assets.

**INTEREST EXPENSES**

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

**OTHER EXPENDITURE**

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.





**Administration**

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### 18.3 LOCAL LAW REVIEW - BUSH FIRE BRIGADES LOCAL LAW

#### SUMMARY

The proposed City of Kwinana Bush Fire Brigades Local Law 2025 (**Local Law**) provided at **Attachment A** has been prepared for Council's consideration as to undertaking public consultation.

The primary intention of this new Local Law is to replace the existing Town of Kwinana Bush Fire Brigades Local Law, which was adopted by Council on 12 May 2004 and has not undergone any amendment in the time since. The Local Government Amendment Bill 2024 amends the time to review a local law from 8 years to 15 years. Failure to review a local law after 15 years shall result in the law being automatically repealed.

The proposed Local Law seeks to modernise the law while retaining, where appropriate, provisions of the existing law. The City's ability to appoint brigade members to key positions for the purpose of filling vacancies has been strengthened.

In accordance with section 3.12 of the *Local Government Act 1995*, public notice is to be given seeking public submissions for a period not less than 6 weeks before it can be considered by Council for adoption. Copies must also be provided to the Department of Local Government, Sport and Cultural Industries, as well as the Department of Fire and Emergency Services.

Council are recommended to resolve to give public notice of the proposal to adopt the Local Law.

A 'tracked changes' version of the law is provided at **Attachment B**, showing the changes proposed from the existing local law.

#### OFFICER RECOMMENDATION

That Council:

1. Read aloud the purpose and effect of the Bush Fire Brigade Local Law 2025 as follows:
  - 1.
  2. Purpose
  3. *To make provisions about the establishment and organisation of bush fire brigades.*
  - 4.
  5. Effect
    - *To align the City of Kwinana's Bush Fire Brigades Local Law with changes in the law and operational practices; and*
    - *To repeal the existing City of Kwinana Bush Fire Brigades Local Law published in the Government Gazette on 4 June 2004.*
  - 6.
2. Approve the proposed Bush Fire Brigade Local Law 2025 as provided at Attachment A for local public notice in accordance with section 3.12 of the *Local Government Act 1995*.

#### VOTING REQUIREMENT

Absolute Majority

## DISCUSSION

A review has been conducted of the City's outdated Town of Kwinana Bush Fire Brigades Local Law.

The City's current Bush Fire Brigades Local Law has been in place without amendment since its gazettal on 4 June 2004. As a result of changes to the *Local Government Act 1995* brought about by the Local Government Amendment Bill 2023, the City has two years to complete a review of any local laws not reviewed in the previous 15 years or they will be repealed.

The majority of the proposed changes are minor in nature to reflect current practices and legislation while also reflecting the need for a consistent and effective approach to the management of critical roles within the brigades.

Brigade leadership and Fire Control Officers have been consulted extensively over the past 18 months, and their feedback has shaped the amendments.

### Purpose

- to make provisions about the establishment and organisation of bush fire brigades.

### Effect

- to align the City of Kwinana's Bush Fire Brigades Local Law with changes in the law and operational practices; and
- to repeal the existing City of Kwinana Bush Fire Brigades Local Law published in the Government Gazette on 4 June 2004.

The following is an overview of all proposed changes:

CLAUSE (of current law)	DESCRIPTION
1.2	Minor changes to the definitions sections, including removing redundant definitions and adding definitions for: <ul style="list-style-type: none"> <li>• Bush Fire Advisory Committee</li> <li>• Bush Fire Control Officer</li> <li>• Chief Bush Fire Control Officer</li> <li>• Deputy Chief Bush Fire Control Officer</li> <li>• Department</li> <li>• District</li> <li>• FES Commissioner</li> <li>• normal brigade activities</li> <li>• schedule.</li> </ul>
2.2(3)	Removed redundant clause stating that persons appointed to a brigade leadership position (Captain, lieutenants etc) in a new brigade is taken to be a member of such brigade.
2.2(4)	Circumstances whereby the appointment to a brigade position (for a newly established brigade) will end have been extended to include: <ul style="list-style-type: none"> <li>• the person resigns from the position;</li> <li>• the appointment ends in accordance with the local law; or</li> <li>• the person ceases to be a member of a bush fire brigade.</li> </ul>
2.3	Provisions relating to chain of command at a fire have undergone minor amendment to improving clarity.
3.2	Remove redundant clause requiring the City to provide brigade officers with a copy of the Act and local law. This pre-dates the online availability of legislation.

3.6	Removed clause stating that the Chief Bush Fire Control (or their nominee) may attend any brigade meeting as a non-voting representative, which is replaced by new clause 3.5 which permits any bush fire control officer to attend brigade meetings.
3.8	Currently brigades are to hold their AGM each May. This is extended to anytime from 1 July to 31 August.
3.9 & 3.10	Remove clauses allowing for the nomination of persons to the position of bush fire control officer by brigades at each AGM. The City is maintaining responsibility for selecting and appointing suitably qualified and experienced persons to the position.
3.11	Removed requirement for brigade AGM minutes to be provided to the Chief Bush Fire Control Officer and Bush Fire Advisory Committee. Minutes will continue to be provided to the City.
3.13 & 3.14	Remove clauses requiring Bush Fire Advisory Committee to nominate bush fire control officers to the City.
4.1	Replace reference to 'associate members' with 'auxiliary members'.  Re-named 'fire fighting' members to 'operational' members to better reflect their broad functions.  Deleted reference to cadet members.
4.2	Re-named 'fire fighting' members to 'operational' members. Clause expanded to now require operational members under 18 years of age to obtain consent of a parent or guardian, as well as be considered able to perform the requisite duties for the brigade captain.
4.3	Redundant clause concerning associate members deleted.
4.4	Redundant clause concerning cadet members deleted.
4.5	Amended to clarify that entitlement to life membership requires long standing or exemplary service. Removed reference to fees not being payable.
4.6	Changed the deadline for reporting on membership information from 31 May to 31 June each year.
5.1	Clause regarding brigade rules moved to Part 4 (Bush Fire Brigade Membership)
-	New part added dealing with appointment by the City of Chief Bush Fire Control Officer, Deputy Chief Bush Fire Control Officer and all bush fire control officers.  Added clause describing the functions of a bush fire control officer.
6.2	Changed the deadline for brigade equipment audits from 31 May to 31 June each year.
6.4	Deleted redundant clause stating the City will determine applications for funding based on an assessment of budget priorities.
First Schedule	Rules Governing the Operation of Bush Fire Brigades has been updated and modernised.  Annual General Meeting proxy form has been removed.

In accordance with section 3.12 of the *Local Government Act 1995*, the Local Law will be open for comment for a period of not less than 6 weeks. All submissions will be presented to a future meeting of Council for consideration prior to adoption of the Local Law (with or without amendment).

**STRATEGIC IMPLICATIONS**

There are no strategic implications as a result of this proposal.

**SOCIAL IMPLICATIONS**

There are no social implications as a result of this proposal.

**LEGAL/POLICY IMPLICATIONS**

Section 3.12 of the *Local Government Act 1995* sets out the procedure to be followed to make a local law as follows:

- The purpose and effect of the proposed local law needs to be included in the agenda and minutes of this meeting;
- State-wide and local public notice that the City intends to make a local law and its purpose and effect. Also, that copies are available for public comment over a six-week period;
- Provide a copy to the Minister for Local Government;
- Consider any submissions made before making the local law;
- Publish the local law in the Government Gazette;
- Give local public notice of when the local law comes into operation and that copies are available; and
- Provide an explanatory memorandum of the process used to the Minister for Local Government.

Section 62 of the *Bush Fires Act 1954* provides that a local government may make local laws in accordance with subdivision 2 of Division 2 of Part 3 of the *Local Government Act 1995* for and in relation to:

- The appointment, employment, payment, dismissal and duties of bush fire control officers;
- The organisation, establishment, maintenance and equipment with appliances and apparatus of bush fire brigades to be established and maintained by the local government; and
- Any other matters affecting the exercise of any powers or authorities conferred and the performance of any duties imposed upon the local government by this Act.

**FINANCIAL/BUDGET IMPLICATIONS**

Cost of advertising of the proposed local law in state-wide and local newspapers is estimated to be \$1,000.

Upon adoption by Council, a further public notice will be required at as estimated cost of \$1,000, in addition to publication in the WA Gazette at an estimated \$3,000.

**ASSET MANAGEMENT IMPLICATIONS**

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

## ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

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

## COMMUNITY ENGAGEMENT

Community engagement is proposed to take place in the form required by section 3.12(3) of the *Local Government Act 1995* – Procedure for making local laws and includes the requirement to give state-wide public notice that the local government proposes to make a local law the purpose and effect of which is summarised in the notice.

In order to facilitate community engagement with respect to the proposed local law, the City also intends on utilising its *Love My Kwinana* website. In addition to compiling the submissions, *Love My Kwinana* will be able to provide a platform for the community to ask questions and increase their understanding of the impacts and changes.

Part of the engagement process will include identifying key stakeholders and ensuring they are appropriately communicated to regarding the proposed law, potential impacts and opportunities for them to make submissions.

## ATTACHMENTS

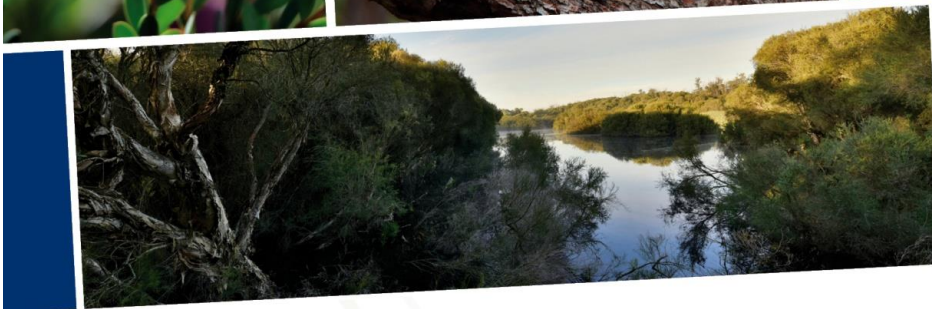
- A. Proposed Bush Fire Brigades Local Law 2025 (clean version) [↓](#)
- B. Proposed Bush Fire Brigades Local Law 2025 (tracked changes) [↓](#)





## City of Kwinana

### Bush Fire Brigades Local Law 2025



**City of Kwinana**  
**BUSH FIRE BRIGADES LOCAL LAW 2025**

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*Bush Fire Brigades Local Law 2025*



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**Bush Fires Act 1954****City of Kwinana****Bush Fire Brigades Local Law 2025**

Under the powers conferred by the *Bush Fires Act 1954* and under all other powers enabling it, the Council of the *City of Kwinana* resolved on [date] to make the following local law.

**PART 1 – PRELIMINARY****1.1 Citation**

This Local Law may be cited as the *City of Kwinana Bush Fire Brigades Local Law 2025*.

**1.2 Commencement**

This local law will come into operation 14 days after the day on which it is published in the *Government Gazette*.

**1.3 Repeal**

The *Town of Kwinana Bush Fire Brigades Local Law* published in the *Government Gazette* on 4 June 2004 is repealed.

**1.4 Application**

This local law applies throughout the district.

**1.5 Definitions**

(1) In this local law unless the context otherwise requires —

**Act** means the *Bush Fires Act 1954*;

**Bush Fire Advisory Committee** means the persons appointed to a bush fire advisory committee in accordance with section 67 of the Act;

**Department** means the Department of Fire and Emergency Services established by section 4 of the *Fire and Emergency Services Act 1998*;

**brigade area** is defined in clause 2.2(1)(b);

**brigade member** means an operational member, auxiliary member or a life member of a bush fire brigade;

**brigade officer** means a person holding a position referred to in clause 2.2(1)(c);

**bush fire brigade**, or **brigade**, is defined in section 7 of the Act as defined in section 7 of the Act;

**Bush Fire Control Officer** means a Bush Fire Control Officer appointed by the local government under section 38 of the Act;

**Bush Fire Operating Procedures** means the Bush Fire Operating Procedures adopted by the local government as amended from time to time;

**Chief Bush Fire Control Officer** means the person either appointed by the local government to the position under section 38 of the Act or designated by the FES Commissioner under section 38A of the Act;

**Department** means the Department of Fire and Emergency Services of Western Australia;

**Deputy Chief Bush Fire Control Officer** means the person appointed by the local government under section 38 of the Act;

**district** means the district of the local government;

**FES Commissioner** has the meaning given in the *Fire and Emergency Services Act 1998* section 3;

**local government** means the City of Kwinana;

**normal brigade activities** is defined in section 35A of the Act;

**operational member** is defined in clause 4.2;

**Regulations** means Regulations made under the Act;

**Rules** means the Rules Governing the Operation of Bush Fire Brigades set out in the First Schedule; and

**Schedule** means a schedule of this local law.

(2) In this local law, unless the context otherwise requires, a reference to —

- (a) a Captain;
- (b) a First Lieutenant;
- (c) a Second Lieutenant;
- (d) any additional Lieutenants;
- (e) an Equipment Officer;
- (f) a Training Officer;
- (g) any additional Training Officers;
- (h) a Secretary; or
- (i) a Treasurer,

means a person holding that position in a bush fire brigade.

## PART 2 – ESTABLISHMENT OF BUSH FIRE BRIGADES

### Division 1– Establishment of a bush fire brigade

#### 2.1 Establishment of a bush fire brigade

- (1) The local government may establish a bush fire brigade for the purpose of carrying out normal brigade activities.
- (2) A bush fire brigade is established on the date of the local government's decision under subclause (1).

#### 2.2 Name and officers of bush fire brigade

- (1) On establishing a bush fire brigade under clause 2.1(1) the local government is to —
  - (a) name the bush fire brigade;
  - (b) specify the area in which the bush fire brigade is primarily responsible for carrying out normal bush fire brigade activities ("**brigade area**"); and
  - (c) appoint the following positions to the bush fire brigade —
    - (i) Captain;
    - (ii) First Lieutenant;
    - (iii) Second Lieutenant;
    - (iv) additional Lieutenants if the local government considers it necessary;
    - (v) Equipment Officer;
    - (vi) Training Officer;
    - (vii) additional Training Officers if the local government considers it necessary;
    - (viii) Secretary; or
    - (ix) Treasurer.
- (2) When considering the appointment of persons to the positions in subclause (1)(c), the local government is to have regard to the qualifications and experience which may be required to fill each position.
- (3) Each appointment referred to in subclause (1)(c) shall expire upon the following —
  - (a) the completion of the first annual general meeting of the bush fire brigade;
  - (b) the person resigning from the position;
  - (c) the termination of the appointment in accordance with this local law; or
  - (d) the person ceasing to be a member of the bush fire brigade.

- (4) If a position referred to in subclause (1)(c) becomes vacant prior to the completion of the first annual general meeting of the bush fire brigade, the local government is to appoint a person to fill the vacancy in accordance with subclause (2).

### **Division 2 – Command at a fire**

#### **2.3 Ranks within the bush fire brigade**

Where under the Act and Bush Fire Operating Procedures members of the bush fire brigade have command of a fire —

- (a) where a Bush Fire Control Officer is in attendance at the fire, the most senior Bush Fire Control Officer has full control over all other persons fighting the fire and is to issue instructions as to the methods and tactics to be adopted by the fire fighters, in accordance with sections 39(1)(f) and 44(3) of the Act;
- (b) in the absence of a Bush Fire Control Officer, the Captain has full control over all other persons fighting the fire, and is to issue instructions as to the methods and tactics to be adopted by the fire fighters; and
- (c) in the absence of the Captain, the first Lieutenant, and in the absence of the first, the second Lieutenant and so on, in the order of seniority determined, is to exercise all the powers and duties of the Captain.

### **Division 3 – Application of Rules to a bush fire brigade**

#### **2.4 Rules**

- (1) The Rules govern the operation of a bush fire brigade.
- (2) A bush fire brigade and each brigade member is to comply with the Rules.

#### **2.5 Variation of Rules**

- (1) The local government may vary the Rules in their application to all bush fire brigades or in respect of a particular bush fire brigade.
- (2) The Rules, as varied, have effect on and from the date of a decision under subclause (1).
- (3) The local government is to notify a bush fire brigade of any variation to the Rules as soon as practicable after making a decision under subclause (1).

### **Division 4 – Transitional**

#### **2.6 Existing Bush Fire Brigades**

- (1) Where the local government has established a bush fire brigade prior to the commencement date, then on and from the commencement day —

- (d) the bush fire brigade is to be taken to be a bush fire brigade established under and in accordance with this local law;
  - (e) the provisions of this local law apply to the bush fire brigade, excluding clause 2.2; and,
  - (f) any rules governing the operation of the bush fire brigade are to be taken to have been repealed and substituted with the Rules.
- (2) In this clause, “**commencement day**” means the day on which this local law comes into operation.

## **Division 5 – Dissolution of bush fire brigade**

### **2.7 Dissolution of bush fire brigade**

In accordance with section 41(3) of the Act, the local government may cancel the registration of a bush fire brigade if it is of the opinion that the bush fire brigade is not complying with the Act, this local law, the Bush Fire Operating Procedures or the Rules, or is not achieving the objectives for which it was established.

### **2.8 New arrangement after dissolution**

If the local government cancels the registration of a bush fire brigade, alternative fire control arrangements are to be made in respect of the brigade area.

## **PART 3 – ORGANISATION AND MAINTENANCE OF BUSH FIRE BRIGADES**

### **Division 1 – Local government responsibility**

#### **3.1 Local government responsible for structure**

The local government is to ensure that there is an appropriate structure through which the organisation of bush fire brigades is maintained.

#### **3.3 Appointment of Training Coordinator**

The local government is to appoint a Training Coordinator for the district.

#### **3.3 Role of Training Coordinator**

The role of the Training Coordinator is to:

- (a) coordinate all training conducted within the brigades;
- (b) coordinate the training budget for the brigades; and
- (c) to represent the training officers of the brigades on State/District Committees.

## **Division 2 – Chief Bush Fire Control Officer**

### **3.3 Managerial role of Chief Bush Fire Control Officer**

Subject to any directions by the local government the Chief Bush Fire Control Officer has primary managerial responsibility for the organisation and maintenance of bush fire brigades.

### **3.4 Duties of Chief Bush Fire Control Officer**

The duties of the Chief Bush Fire Control Officer include —

- (a) provide leadership to volunteer bush fire brigades;
- (b) monitor bush fire brigades' resourcing, equipment (including protective clothing) and training levels and report thereon with recommendations at least once a year to the local government;
- (c) liaise with the local government concerning fire prevention / suppression matters generally and directions to be issued by the local government to Bush Fire Control Officers (including those who issue permits to burn) bush fire brigades or brigade officers; and
- (d) ensure that bush fire brigades are registered with the local government and that lists of brigade members are maintained.

## **Division 3 – Attendance at bush fire brigade meetings**

### **3.5 Attendance at meetings**

The following may attend any meeting of a bush fire brigade as a non-voting representative of the local government:

- (a) Chief Bush Fire Control Officer;
- (b) Deputy Chief Bush Fire Control Officer; or
- (c) any Bush Fire Control Officer.

## **Division 4 – Annual general meetings of bush fire brigades**

### **3.6 Holding of annual general meeting**

A bush fire brigade is to hold its annual general meeting between 1 July and 31 August each year.

### **3.8 Minutes to be provided to local government**

The Secretary is to forward a copy of the minutes of the annual general meeting of a bush fire brigade to the local government within one month of such meeting.



## **Division 4 – Bush Fire Advisory Committee**

### **3.9 Functions of Advisory Committee**

The Bush Fire Advisory Committee is to have the functions set out in section 67 of the Act and is to include such number of nominees of the bush fire brigades as determined by the local government.

### **3.10 Advisory Committee to consider brigade motions**

The Bush Fire Advisory Committee shall consider any motion received from a Bush Fire Brigade and may make recommendations to the local government in relation to any motion supported by the Bush Fire Advisory Committee.

## **PART 4 – BUSH FIRE BRIGADE MEMBERSHIP**

### **4.1 Types of membership of bush fire brigade**

The membership of a bush fire brigade consists of the following —

- (a) operational members;
- (b) auxiliary members; and
- (c) life members.

### **4.2 Operational members**

Operational members are those persons being at least 16 years of age who —

- (a) undertake all normal brigade activities and have completed the required training qualification as determined by the local government; and
- (b) if less than 18 years of age —
  - (i) have obtained the written consent of their parent or guardian; and
  - (ii) the brigade captain is satisfied that the person is able to perform the requisite duties of the position.

### **4.3 Auxiliary members**

Auxiliary members are those persons who are willing to render the necessary support or other assistance required by the bush fire brigade outside of frontline firefighting duties. Auxiliary members must have previously been operational members and completed basic fire fighting training and endorsed by the brigade committee.

### **4.4 Life member**

The bush fire brigade may by a simple majority resolution, appoint a person as an honorary life member in recognition of long standing or exemplary service by that person to the bush fire brigade.

#### **4.5 Notification of membership**

No later than 30 June in each year, the bush fire brigade is to report to the Chief Bush Fire Control Officer the name, contact details and type of membership of each brigade member.

#### **4.5 Rules to govern**

The appointment, dismissal and management of brigade members by the bush fire brigade are governed by the Rules.

### **PART 5 – BUSH FIRE CONTROL OFFICERS**

#### **5.2 Local government appointments**

- (1) The local government may appoint, and may suspend or terminate the appointment of persons to the positions of —
  - (a) Chief Bush Fire Control Officer;
  - (b) Deputy Chief Bush Fire; or
  - (c) Bush Fire Control Officer.
- (2) An appointment to a position under subclause (1) ends —
  - (a) if the appointment is for a fixed term – on the expiry of that term;
  - (b) if the person dies – on the date of their death;
  - (c) if a person gives written notice of resignation – on the date, as specified in the written notice, that the resignation is to take effect or, if no date is specified, on the date that the written notice is given to the local government; or
  - (d) if the appointment is terminated by the local government – on the date that written notice of the termination is given to the person.

#### **5.1 Functions of a Bush Fire Control Officer**

- (1) The functions of a Bush Fire Control Officer include, but are not limited to, the following —
  - (a) authorise permits to burn in accordance with the Act;
  - (b) identify and conduct Risk Assessments in the brigade area;
  - (c) maintain a personal fire diary to include a log of events and decisions made;
  - (d) perform duties prescribed by the Act;
  - (e) provide representation on the Bush Fire Advisory Committee (BFAC);
  - (f) take control of firefighting operations at a bush fire within their brigade area;

- (g) take control of firefighting operations at a bush fire outside their brigade area where no other Fire Control Officer is present; and
- (2) The local government may limit the area in which a Bush Fire Control Officer can carry out their functions.

## **PART 6 – EQUIPMENT OF BUSH FIRES BRIGADES**

### **6.1 Policies of local government**

The local government may make policies under which it —

- (a) provides funding to bush fire brigades for the purchase of protective clothing, equipment and appliances; and
- (b) keeps bush fire brigades informed of opportunities for funding from other bodies.

### **6.2 Equipment in brigade area**

Not later than 30 June in each year, the bush fire brigade is to report to the local government the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the brigade area (or at a station of the bush fire brigade).

### **6.3 Funding from local government budget**

A request to the local government from the bush fire brigade for funding of protective clothing, equipment or appliance needs is to be received by the local government by 31 January in order to be considered in the next following local government budget, and is to be accompanied by the last audited financial statement and a current statement of assets and liabilities of the bush fire brigade.

## FIRST SCHEDULE

### RULES GOVERNING THE OPERATION OF BUSH FIRE BRIGADES

#### PART 1 – PRELIMINARY

##### 1.1 Interpretation

- (1) In these Rules, unless the context otherwise requires, where a term is used in these Rules and is defined in the local law, the Act or the Regulations, then the term is to be taken to have the meaning assigned to it in the local law, the Act or the Regulations, as the case may be.
- (2) In these Rules, unless the context otherwise requires —

***absolute majority*** means a majority of more than 50% of the number of:

- (i) brigade members of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the bush fire brigade; or
- (ii) brigade officers of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the Committee.

***Committee*** means the Committee of the bush fire brigade;

***local law*** means the City of Kwinana Bush Fire Brigades Local Law; and

***normal brigade activities*** is defined by section 35A of the Act.

- (3) Subject to these Rules, where a decision is to be made by the bush fire brigade, then the decision may be made by a resolution passed by a simple majority of the brigade members who are present in person or by proxy at the meeting.
- (4) Subject to these Rules, where a decision is to be made by the Committee, then the decision may be made by a resolution passed by a simple majority of the brigade officers who are present in person or by proxy at the meeting.

#### PART 2 – OBJECTS AND MEMBERSHIP OF BUSH FIRE BRIGADE

##### 2.1 Objects of bush fire brigade

The objects of the bush fire brigade are to carry out —

- (a) the normal brigade activities; and
- (b) the functions of the bush fire brigade which are specified in the Act, the Regulations and the local law.

##### 2.2 Determination of applications

Applications for membership are to be determined by a brigade Captain or officer and endorsed by the Chief Bush Fire Control Officer.

### **2.3 Conditions of membership**

In relation to any type of membership, as described in Part 4 of the local law, the bush fire brigade or local government may establish policies pertaining to —

- (a) the qualifications required to fulfill the role of a volunteer fire fighter and nominated positions;
- (b) a requirement to serve a probationary period;
- (c) procedures to be employed by the Committee prior to approval of an application for membership,

and the Committee is to act within the parameters of any such policy in determining applications for membership.

### **2.4 Applications for membership**

An application for membership is to be in writing and is to be submitted to the Captain or Secretary and is to be accompanied by a completed form as determined by the local government from time to time.

### **2.5 Decision on application for membership**

- (1) The Committee may —
  - (a) approve an application for membership unconditionally or subject to any conditions; or
  - (b) refuse to approve an application for membership.
- (2) If the Committee refuses to approve an application for membership, it is to give written reasons for the refusal, as soon as practicable after the decision is made, to the applicant and the advice that the applicant has the right to object to the local government.

### **2.6 DFES to be notified of registrations**

If any application for membership is approved, the Secretary of the bush fire brigade is to supply registration details to Chief Bushfire Control Officer who will forward the application to the Department within 14 days of a person being admitted to membership in the form required by the Department or local government.

### **2.7 Termination of membership**

- (1) Membership of the bush fire brigade terminates if the member —
  - (a) dies;
  - (b) gives written notice of resignation to the Secretary;
  - (c) is, in the opinion of the Committee, permanently incapacitated by mental or physical ill-health;
  - (d) is dismissed by the Committee; or

- (e) ceases to be a member or is taken to have resigned under subclause (2).
- (2) A brigade member who has been absent from normal brigade activities for 6 months without a reasonable explanation or an approved leave of absence by the brigade committee will receive a letter of intent regarding their membership status. If no correspondence is received within 28 days, the member is to be taken to have resigned from the bush fire brigade.

## **2.8 Suspension of membership**

- (1) Membership of the bush fire brigade may be suspended at any time if, in the opinion of the Committee, circumstances warrant suspending the member.
- (2) The period of suspension shall be at the discretion of the Committee.
- (3) Upon the expiry of the period of suspension the Committee may —
  - (a) extend the period of suspension;
  - (b) terminate the membership; or
  - (c) reinstate the membership.

## **2.9 Existing liabilities to continue**

The resignation, or dismissal of a member under clause 2.7 does not affect any liability of the brigade member arising prior to the date of resignation or dismissal.

## **2.10 Member has right of defence**

A brigade member is not to be dismissed under clause 2.7(1)(d) without being given the opportunity to meet with the Committee and answer any charges which might give grounds for dismissal.

## **2.11 Objection Rights**

A person whose —

- (a) application for membership is refused under clause 2.5(1)(b);
- (b) membership is terminated under clause 2.7(1)(c), clause 2.7(1)(d) or clause 2.8(3)(b); or
- (c) membership is suspended under clause 2.8(1) or clause 2.8(3)(a),

has the right of objection to the local government which may dispose of the objection by —

- (a) dismissing the objection;
- (b) varying the decision objected to; or
- (c) revoking the decision objected to, with or without —
  - (i) substituting for it another decision; or

- (ii) referring the matter, with or without directions, for another decision by the Committee.

### **PART 3 – FUNCTIONS OF BRIGADE OFFICERS**

#### **3.1 Chain of command during fire fighting activities**

Subject to the Act and the local law, the command procedures to apply during fire fighting activities are as detailed in the local government's Bush Fire Operating Procedures.

#### **3.2 Duties of Captain**

- (1) Subject to subclause (4) below, the Captain is to preside at all meetings.
- (2) Provide leadership to the bush fire brigade and its members.
- (3) In the absence of a Bush Fire Control Officer, take command and manage members during emergencies and other normal brigade activities.
- (4) Lieutenants are to assist the Captain in the discharge of their duties and in the absence of the Captain, the most senior Lieutenant present assumes the responsibilities and powers of the Captain.
- (5) Subject to subclause (4), complete or delegate responsibility to complete an incident report form in the form required by the Department to the Chief Bush Fire Control Officer or the Department within 14 days after attendance by the bush fire brigade at an incident.
- (6) Where a bush fire brigade attends an incident on more than one day, the incident report form is to be completed and forwarded under subclause (5) within 14 days after the last day of attendance.

#### **3.3 Secretary**

- (1) The Secretary is to —
  - (a) be in attendance at all meetings and keep a correct minute and account of the proceedings of the bush fire brigade in a book or by electronic means, which shall be available for inspection by brigade members at any reasonable time;
  - (b) answer all correspondence or direct it appropriately, and keep a record of the same;
  - (c) prepare and send out all necessary notices of meetings;
  - (d) maintain a register of all current brigade members which includes each brigade member's contact details and type of membership;
  - (e) provide no later than 31 June in each year, a report to the Chief Bush Fire Control Officer detailing the name, contact details and type of membership of each brigade member; and
  - (f) provide information to assist the Chief Bush Fire Control Officer in preparing the Annual Report on the activities of Bush Fire Brigades in the district.

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**3.4 Treasurer**

- (1) The Treasurer is to —
- (a) receive donations and other monies on behalf of the bush fire brigade, and deposit all monies to the credit of the bush fire brigade's bank account;
  - (b) pay accounts as authorised by the Committee;
  - (c) keep a record of all monies received and payments made, maintain the accounts and prepare the balance sheet for each financial year;
  - (d) be the custodian of all monies of the bush fire brigade;
  - (e) report on the financial position at meetings of the bush fire brigade or Committee;
  - (f) provide information and/or recommendations to the brigade committee and Chief Bush Fire Control Officer in preparing the Annual budget for the local government and the Department;
  - (g) provide information and/or recommendations to the brigade committee and Chief Bush Fire Control Officer in preparing the Annual budget for the local government and the Department; and
  - (h) submit a copy of the audit report to the Chief Bush Fire Control Officer by 31 June each year.

**3.5 Equipment Officer**

The Equipment Officer is responsible for the custody and maintenance in good order and condition of all protective clothing, equipment and appliances provided by the local government to the bush fire brigade (or of the bush fire brigade).

**3.6 Storage of equipment**

The Equipment Officer may store all of the equipment of the bush fire brigade at a place approved by the Captain (the "station").

**3.7 Equipment Officer to report**

The Equipment Officer is to provide, no later than 30 June of each year, a report to the local government and bush fire brigade captain describing the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the bush fire brigade area (or at a station of the bush fire brigade).

**3.8 Training Officer**

A Training Officer will liaise with the Local Government Training Coordinator and Brigade Captain in providing adequate and appropriate training for each member of the brigade.



## **PART 4 – COMMITTEE**

### **4.1 Management of bush fire brigade**

- (1) Subject to the provisions of these Rules, the administration and management of the affairs of the bush fire brigade are vested in the Committee.
- (2) Without limiting the generality of subclause (1), the Committee is to have the following functions —
  - (d) to recommend to the local government amendments to these Rules;
  - (e) to draft the annual budget for the bush fire brigade and present it to a general meeting of the bush fire brigade;
  - (f) to propose a motion for consideration at any meeting of the bush fire brigade;
  - (g) to recommend to the local government equipment which needs to be supplied by the local government to the bush fire brigade;
  - (h) to invest or place on deposit any of the funds of the bush fire brigade not immediately required to perform the normal brigade activities;
  - (i) to delegate to a person, as from time to time thought fit, any functions (being less than the total functions of the Committee) on any conditions it thinks fit;
  - (j) to do all things necessary or convenient in order to perform any of its functions and to secure the performance of the normal brigade activities by the bush fire brigade; and
  - (k) deal with membership applications, grievances, disputes and disciplinary matters.

### **4.2 Constitution of Committee**

- (1) The Committee of the bush fire brigade is to consist of the brigade officers being the Captain, Secretary, Treasurer, Equipment Officer, and the Lieutenants of the bush fire brigade.
- (2) The brigade officers are to —
  - (a) be elected at the annual general meeting of the bush fire brigade;
  - (b) hold office until the next annual general meeting; and
  - (c) be eligible for re-election at the next annual general meeting.
- (3) Any brigade officer may be removed from office by an absolute majority decision of the brigade members present in person or by proxy at a special meeting called for such a purpose.
- (4) The Committee may appoint a brigade member to fill a vacancy in any office arising from a resolution under subclause (3) or which has arisen for any other reason.

## **PART 5 – MEETINGS OF BUSH FIRE BRIGADE**

### **5.1 Ordinary meetings**

- (1) Ordinary meetings may be called at any time by the Secretary by giving at least 7 days notice to all brigade members and to the Chief Fire Control Officer, for the purpose of —
  - (a) organising and checking equipment
  - (b) requisitioning new or replacement equipment;
  - (c) organising field excursions, training sessions, hazard reduction programs, and the preparation of fire-breaks;
  - (d) establishing new procedures in respect of any of the normal brigade activities; and
  - (e) dealing with any general business.
- (2) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (3) Business may be conducted at an ordinary meeting of the bush fire brigade notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting

### **5.2 Special meetings**

- (1) The Secretary is to call a special meeting when 5 or more brigade members request one in writing.
- (2) At least 2 days notice of a special meeting is to be given by the Secretary, to all brigade members and to the Chief Bush Fire Control Officer.
- (3) In a notice given under subclause (2) the Secretary is to specify the business which is to be conducted at the meeting.
- (4) No business is to be conducted at a special meeting beyond that specified in a notice given under subclause (2) in relation to that meeting.

### **5.3 Annual general meeting**

- (1) At least 7 days notice of the annual general meeting is to be given by the Secretary to all brigade members and to the Chief Bush Fire Control Officer.
- (2) At the annual general meeting the bush fire brigade is to —
  - (a) elect the brigade officers from among the brigade members;
  - (b) consider the Captain's report on the year's activities;
  - (c) adopt the annual financial statements;
  - (d) appoint an Auditor for the ensuing financial year in accordance with clause 5.6; and

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(e) deal with any general business.

- (3) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (4) Business may be conducted at an annual general meeting notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

#### **5.4 Quorum**

- (1) The quorum for a meeting of the bush fire brigade is at least 50% of the number of offices (whether vacant or not) of member of the bush fire brigade.
- (2) No business is to be transacted at a meeting of the bush fire brigade unless a quorum of brigade members is present in person or by proxy.

#### **5.5 Voting**

Each brigade member is to have one vote, however in the event of an equality of votes, the Captain (or person presiding) may exercise a casting vote.

#### **5.6 Auditor**

- (1) At the annual general meeting a person, not being a brigade member, is to be appointed as the Auditor of the bush fire brigade for the ensuing financial year.
- (2) The Auditor is to audit the accounts of the bush fire brigade not less than 7 days before the annual general meeting and is to certify to their correctness or otherwise and present a report at the annual general meeting.

### **PART 6 – MEETINGS OF COMMITTEE**

#### **6.1 Meetings of Committee**

- (1) The Committee is to meet for the dispatch of business, adjourn and otherwise regulate its meeting as it thinks fit.
- (2) The Captain or Secretary may convene a meeting of the Committee at any time.

#### **6.2 Quorum**

No business is to be transacted at a meeting of the Committee unless a quorum of 50% of brigade officers are present in person.

#### **6.3 Voting**

Each brigade officer is to have one vote, however in the case of an equality of votes, the Captain (or person presiding) may exercise a casting vote.

## **PART 7 – GENERAL ADMINISTRATION MATTERS**

### **7.1 Funds**

The funds of the bush fire brigade are to be used solely for the purpose of promoting the objects of the bush fire brigade.

### **7.2 Financial year**

The financial year of the bush fire brigade is to commence on 1 July and is to end on 30 June of the following year.

### **7.3 Banking**

- (1) The funds of the bush fire brigade are to be placed in a bank account and are to be drawn on only by cheques, electronic funds transfer or online banking and only may be signed/authorised jointly by any 2 of the Captain, Secretary or Treasurer.
- (2) If the Secretary/Treasurer is a combined position, the Captain and Secretary/Treasurer are to sign the cheques referred to in subclause (1).

### **7.4 Disclosure of interests**

- (1) A brigade member shall disclose to the bush fire brigade or Committee any financial interest (whether direct or indirect) he or she may have in any matter being considered by the bush fire brigade or Committee, as appropriate.
- (2) If a financial interest has been disclosed under subclause (1), then the bush fire brigade or Committee, as appropriate, is to decide, in the absence of the brigade member who disclosed that interest, whether or not the brigade member is to be permitted to vote on that matter.
- (3) Where the bush fire brigade or Committee, as appropriate, decides under subclause (2), that a brigade member is not to be permitted to vote on a matter, and the brigade member votes on the matter, then her or his vote is to be taken to have no effect and is not to be counted.

### **7.5 Disagreements**

- (1) Any disagreement between brigade members may be referred to either the Captain or to the Committee.
- (2) Where a disagreement in subclause (1) is considered by the Captain or the Committee to be of importance to the interests of the bush fire brigade, then the Captain or the Committee, as the case may be, is to refer the disagreement to the annual general meeting, an ordinary meeting or a special meeting of the bush fire brigade.
- (3) The local government is the final authority on matters affecting the bush fire brigade, and may resolve any disagreement which is not resolved under subclause (1) or (2).

## PART 8 – NOTICES AND PROXIES

### 8.1 Notices

- (1) Notices of meetings of the bush fire brigade are to be in writing and sent by email to the registered address of each brigade member.
- (2) Notices of meetings of the Committee may be given in writing in accordance with subclause (1) or by such other means as the Committee may decide (by an absolute majority) at a meeting of the Committee.
- (3) Any accidental omission to give notice of a meeting to, or non-receipt by a person entitled to receive such notice, is not to invalidate the meeting the subject of the notice or any resolutions passed at the meeting.
- (4) Where any notice other than a notice of meeting is to be given under these Rules, the notice is to be —
  - (a) in writing;
  - (b) unless otherwise specified, given to or by the Secretary;
  - (c) given by —
    - (i) personal delivery;
    - (ii) post; or
    - (iii) email;
  - (d) taken to have been received, as the case may be —
    - (i) at the time of personal delivery;
    - (ii) 2 business days after posting; or
    - (iii) on the date of the sender sends the notice as verified on their electronic device.

### 8.2 Proxies

- (1) Where under these Rules a brigade member may vote by proxy, in order for the proxy to so vote, the brigade member or the proxy shall give a notice in the form of that appearing in this clause, to the Secretary or the person presiding at the meeting before the start of the meeting at which the proxy is to be used.
- (2) A proxy is to be valid for the meeting for which it is given and for any adjournments of that meeting.
- (3) A proxy shall be valid for the number of votes to which the brigade member is entitled.
- (4) If the donor of the proxy does not give any indication of the manner in which the proxy is to vote, the proxy shall be entitled to vote or not vote as he or she thinks fit.
- (5) A proxy shall be entitled to speak on behalf of the donor of the proxy.

- (6) All forms appointing proxies deposited under subclause (1) are to be retained by the Secretary for not less than 28 days after the conclusion of the meeting to which they relate but if there is any objection to the validity of any vote at the meeting, they are to be retained until the determination of that objection.
- (7) The form appointing a proxy shall be in writing and signed by the brigade member appointing the proxy.

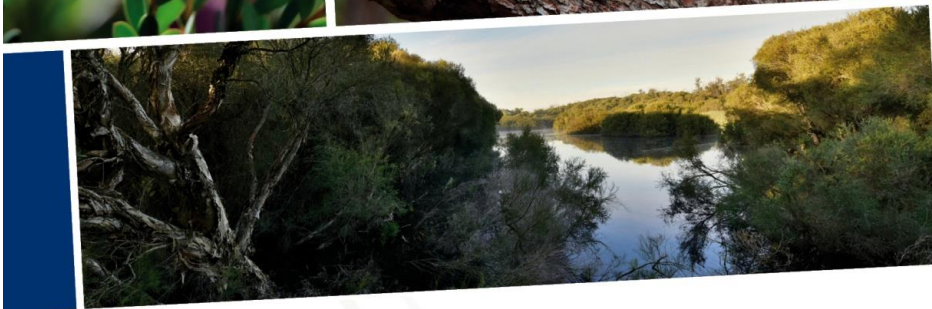
The Common Seal of the )  
City of Kwinana was hereunto )  
affixed in the presence of : )

Wayne Jack  
Chief Executive Officer



## City of Kwinana

### Bush Fire Brigades Local Law 2025





**City of Kwinana**  
**BUSH FIRE BRIGADES LOCAL LAW 2025**

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**Bush Fires Act 1954****City of Kwinana****Bush Fire Brigades Local Law 2025**

Under the powers conferred by the *Bush Fires Act 1954* and under all other powers enabling it, the Council of the *City of Kwinana* resolved on [date] to make the following local law.

**PART 1 – PRELIMINARY****1.1 Citation**

This Local Law may be cited as the *City of Kwinana Bush Fire Brigades Local Law 2025*.

**1.2 Commencement**

This local law will come into operation 14 days after the day on which it is published in the *Government Gazette*.

**1.3 Repeal**

The *Town of Kwinana Bush Fire Brigades Local Law* published in the *Government Gazette* on 4 June 2004 is repealed.

**1.4 Application**

This local law applies throughout the district.

**1.5 Definitions**

(1) In this local law unless the context otherwise requires —

**Act** means the *Bush Fires Act 1954*;

**Bush Fire Advisory Committee** means the persons appointed to a bush fire advisory committee in accordance with section 67 of the Act;

**Department** means the Department of Fire and Emergency Services established by section 4 of the *Fire and Emergency Services Act 1998*;

**brigade area** is defined in clause 2.2(1)(b);

**brigade member** means an operational member, auxiliary member or a life member of a bush fire brigade;

**brigade officer** means a person holding a position referred to in clause 2.2(1)(c);

**bush fire brigade**, or **brigade**, is defined in section 7 of the Act as defined in section 7 of the Act;

**Bush Fire Control Officer** means a Bush Fire Control Officer appointed by the local government under section 38 of the Act;

**Bush Fire Operating Procedures** means the Bush Fire Operating Procedures adopted by the local government as amended from time to time;

**Chief Bush Fire Control Officer** means the person either appointed by the local government to the position under section 38 of the Act or designated by the FES Commissioner under section 38A of the Act;

**Department** means the Department of Fire and Emergency Services of Western Australia;

**Deputy Chief Bush Fire Control Officer** means the person appointed by the local government under section 38 of the Act;

**district** means the district of the local government;

**FES Commissioner** has the meaning given in the *Fire and Emergency Services Act 1998* section 3;

**local government** means the City of Kwinana;

**normal brigade activities** is defined in section 35A of the Act;

**operational member** is defined in clause 4.2;

**Regulations** means Regulations made under the Act;

**Rules** means the Rules Governing the Operation of Bush Fire Brigades set out in the First Schedule; and

**Schedule** means a schedule of this local law.

(2) In this local law, unless the context otherwise requires, a reference to —

- (a) a Captain;
- (b) a First Lieutenant;
- (c) a Second Lieutenant;
- (d) any additional Lieutenants;
- (e) an Equipment Officer;
- (f) a Training Officer;
- (g) any additional Training Officers;
- (h) a Secretary; or
- (i) a Treasurer,

means a person holding that position in a bush fire brigade.

## PART 2 – ESTABLISHMENT OF BUSH FIRE BRIGADES

### Division 1– Establishment of a bush fire brigade

#### 2.1 Establishment of a bush fire brigade

- (1) The local government may establish a bush fire brigade for the purpose of carrying out normal brigade activities.
- (2) A bush fire brigade is established on the date of the local government's decision under subclause (1).

#### 2.2 Name and officers of bush fire brigade

- (1) On establishing a bush fire brigade under clause 2.1(1) the local government is to —
  - (a) name the bush fire brigade;
  - (b) specify the area in which the bush fire brigade is primarily responsible for carrying out normal bush fire brigade activities ("**brigade area**"); and
  - (c) appoint the following positions to the bush fire brigade —
    - (i) Captain;
    - (ii) First Lieutenant;
    - (iii) Second Lieutenant;
    - (iv) additional Lieutenants if the local government considers it necessary;
    - (v) Equipment Officer;
    - (vi) Training Officer;
    - (vii) additional Training Officers if the local government considers it necessary;
    - (viii) Secretary; or
    - (ix) Treasurer.
- (2) When considering the appointment of persons to the positions in subclause (1)(c), the local government is to have regard to the qualifications and experience which may be required to fill each position.
- (3) Each appointment referred to in subclause (1)(c) shall expire upon the following —
  - (a) the completion of the first annual general meeting of the bush fire brigade;
  - (b) the person resigning from the position;
  - (c) the termination of the appointment in accordance with this local law; or
  - (d) the person ceasing to be a member of the bush fire brigade.

- (4) If a position referred to in subclause (1)(c) becomes vacant prior to the completion of the first annual general meeting of the bush fire brigade, the local government is to appoint a person to fill the vacancy in accordance with subclause (2).

### **Division 2 – Command at a fire**

#### **2.3 Ranks within the bush fire brigade**

Where under the Act and Bush Fire Operating Procedures members of the bush fire brigade have command of a fire —

- (a) where a Bush Fire Control Officer is in attendance at the fire, the most senior Bush Fire Control Officer has full control over all other persons fighting the fire and is to issue instructions as to the methods and tactics to be adopted by the fire fighters, in accordance with sections 39(1)(f) and 44(3) of the Act;
- (b) in the absence of a Bush Fire Control Officer, the Captain has full control over all other persons fighting the fire, and is to issue instructions as to the methods and tactics to be adopted by the fire fighters; and
- (c) in the absence of the Captain, the first Lieutenant, and in the absence of the first, the second Lieutenant and so on, in the order of seniority determined, is to exercise all the powers and duties of the Captain.

### **Division 3 – Application of Rules to a bush fire brigade**

#### **2.4 Rules**

- (1) The Rules govern the operation of a bush fire brigade.
- (2) A bush fire brigade and each brigade member is to comply with the Rules.

#### **2.5 Variation of Rules**

- (1) The local government may vary the Rules in their application to all bush fire brigades or in respect of a particular bush fire brigade.
- (2) The Rules, as varied, have effect on and from the date of a decision under subclause (1).
- (3) The local government is to notify a bush fire brigade of any variation to the Rules as soon as practicable after making a decision under subclause (1).

### **Division 4 – Transitional**

#### **2.6 Existing Bush Fire Brigades**

- (1) Where the local government has established a bush fire brigade prior to the commencement date, then on and from the commencement day —

- (d) the bush fire brigade is to be taken to be a bush fire brigade established under and in accordance with this local law;
  - (e) the provisions of this local law apply to the bush fire brigade, excluding clause 2.2; and,
  - (f) any rules governing the operation of the bush fire brigade are to be taken to have been repealed and substituted with the Rules.
- (2) In this clause, “**commencement day**” means the day on which this local law comes into operation.

### **Division 5 – Dissolution of bush fire brigade**

#### **2.7 Dissolution of bush fire brigade**

In accordance with section 41(3) of the Act, the local government may cancel the registration of a bush fire brigade if it is of the opinion that the bush fire brigade is not complying with the Act, this local law, the Bush Fire Operating Procedures or the Rules, or is not achieving the objectives for which it was established.

#### **2.8 New arrangement after dissolution**

If the local government cancels the registration of a bush fire brigade, alternative fire control arrangements are to be made in respect of the brigade area.

## **PART 3 – ORGANISATION AND MAINTENANCE OF BUSH FIRE BRIGADES**

### **Division 1 – Local government responsibility**

#### **3.1 Local government responsible for structure**

The local government is to ensure that there is an appropriate structure through which the organisation of bush fire brigades is maintained.

#### **3.3 Appointment of Training Coordinator**

The local government is to appoint a Training Coordinator for the district.

#### **3.3 Role of Training Coordinator**

The role of the Training Coordinator is to:

- (a) coordinate all training conducted within the brigades;
- (b) coordinate the training budget for the brigades; and
- (c) to represent the training officers of the brigades on State/District Committees.



**Division 2 – Chief Bush Fire Control Officer****3.3 Managerial role of Chief Bush Fire Control Officer**

Subject to any directions by the local government the Chief Bush Fire Control Officer has primary managerial responsibility for the organisation and maintenance of bush fire brigades.

**3.4 Duties of Chief Bush Fire Control Officer**

The duties of the Chief Bush Fire Control Officer include —

- (a) provide leadership to volunteer bush fire brigades;
- (b) monitor bush fire brigades' resourcing, equipment (including protective clothing) and training levels and report thereon with recommendations at least once a year to the local government;
- (c) liaise with the local government concerning fire prevention / suppression matters generally and directions to be issued by the local government to Bush Fire Control Officers (including those who issue permits to burn) bush fire brigades or brigade officers; and
- (d) ensure that bush fire brigades are registered with the local government and that lists of brigade members are maintained.

**Division 3 – Attendance at bush fire brigade meetings****3.5 Attendance at meetings**

The following may attend any meeting of a bush fire brigade as a non-voting representative of the local government:

- (a) Chief Bush Fire Control Officer;
- (b) Deputy Chief Bush Fire Control Officer; or
- (c) any Bush Fire Control Officer.

**Division 4 – Annual general meetings of bush fire brigades****3.6 Holding of annual general meeting**

A bush fire brigade is to hold its annual general meeting between 1 July and 31 August each year.

**3.8 Minutes to be provided to local government**

The Secretary is to forward a copy of the minutes of the annual general meeting of a bush fire brigade to the local government within one month of such meeting.

## **Division 4 – Bush Fire Advisory Committee**

### **3.9 Functions of Advisory Committee**

The Bush Fire Advisory Committee is to have the functions set out in section 67 of the Act and is to include such number of nominees of the bush fire brigades as determined by the local government.

### **3.10 Advisory Committee to consider brigade motions**

The Bush Fire Advisory Committee shall consider any motion received from a Bush Fire Brigade and may make recommendations to the local government in relation to any motion supported by the Bush Fire Advisory Committee.

## **PART 4 – BUSH FIRE BRIGADE MEMBERSHIP**

### **4.1 Types of membership of bush fire brigade**

The membership of a bush fire brigade consists of the following —

- (a) operational members;
- (b) auxiliary members; and
- (c) life members.

### **4.2 Operational members**

Operational members are those persons being at least 16 years of age who —

- (a) undertake all normal brigade activities and have completed the required training qualification as determined by the local government; and
- (b) if less than 18 years of age —
  - (i) have obtained the written consent of their parent or guardian; and
  - (ii) the brigade captain is satisfied that the person is able to perform the requisite duties of the position.

### **4.3 Auxiliary members**

Auxiliary members are those persons who are willing to render the necessary support or other assistance required by the bush fire brigade outside of frontline firefighting duties. Auxiliary members must have previously been operational members and completed basic fire fighting training and endorsed by the brigade committee.

#### **4.4 Life member**

The bush fire brigade may by a simple majority resolution, appoint a person as an honorary life member in recognition of long standing or exemplary service by that person to the bush fire brigade.

#### **4.5 Notification of membership**

No later than 30 June in each year, the bush fire brigade is to report to the Chief Bush Fire Control Officer the name, contact details and type of membership of each brigade member.

#### **4.5 Rules to govern**

The appointment, dismissal and management of brigade members by the bush fire brigade are governed by the Rules.

### **PART 5 – BUSH FIRE CONTROL OFFICERS**

#### **5.2 Local government appointments**

- (1) The local government may appoint, and may suspend or terminate the appointment of persons to the positions of —
  - (a) Chief Bush Fire Control Officer;
  - (b) Deputy Chief Bush Fire; or
  - (c) Bush Fire Control Officer.
- (2) An appointment to a position under subclause (1) ends —
  - (a) if the appointment is for a fixed term – on the expiry of that term;
  - (b) if the person dies – on the date of their death;
  - (c) if a person gives written notice of resignation – on the date, as specified in the written notice, that the resignation is to take effect or, if no date is specified, on the date that the written notice is given to the local government; or
  - (d) if the appointment is terminated by the local government – on the date that written notice of the termination is given to the person.

#### **5.1 Functions of a Bush Fire Control Officer**

- (1) The functions of a Bush Fire Control Officer include, but are not limited to, the following —
  - (a) authorise permits to burn in accordance with the Act;
  - (b) identify and conduct Risk Assessments in the brigade area;
  - (c) maintain a personal fire diary to include a log of events and decisions made;

- (d) perform duties prescribed by the Act;
  - (e) provide representation on the Bush Fire Advisory Committee (BFAC);
  - (f) take control of firefighting operations at a bush fire within their brigade area;
  - (g) take control of firefighting operations at a bush fire outside their brigade area where no other Fire Control Officer is present; and
- (2) The local government may limit the area in which a Bush Fire Control Officer can carry out their functions.

## **PART 6 – EQUIPMENT OF BUSH FIRES BRIGADES**

### **6.1 Policies of local government**

The local government may make policies under which it —

- (a) provides funding to bush fire brigades for the purchase of protective clothing, equipment and appliances; and
- (b) keeps bush fire brigades informed of opportunities for funding from other bodies.

### **6.2 Equipment in brigade area**

Not later than 30 June in each year, the bush fire brigade is to report to the local government the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the brigade area (or at a station of the bush fire brigade).

### **6.3 Funding from local government budget**

A request to the local government from the bush fire brigade for funding of protective clothing, equipment or appliance needs is to be received by the local government by 31 January in order to be considered in the next following local government budget, and is to be accompanied by the last audited financial statement and a current statement of assets and liabilities of the bush fire brigade.

## FIRST SCHEDULE

### RULES GOVERNING THE OPERATION OF BUSH FIRE BRIGADES

#### PART 1 – PRELIMINARY

##### 1.1 Interpretation

- (1) In these Rules, unless the context otherwise requires, where a term is used in these Rules and is defined in the local law, the Act or the Regulations, then the term is to be taken to have the meaning assigned to it in the local law, the Act or the Regulations, as the case may be.
- (2) In these Rules, unless the context otherwise requires —

***absolute majority*** means a majority of more than 50% of the number of:

- (i) brigade members of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the bush fire brigade; or
- (ii) brigade officers of the bush fire brigade, whether in attendance at the meeting or not, if the majority is required at a meeting of the Committee.

***Committee*** means the Committee of the bush fire brigade;

***local law*** means the City of Kwinana Bush Fire Brigades Local Law; and

***normal brigade activities*** is defined by section 35A of the Act.

- (3) Subject to these Rules, where a decision is to be made by the bush fire brigade, then the decision may be made by a resolution passed by a simple majority of the brigade members who are present in person or by proxy at the meeting.
- (4) Subject to these Rules, where a decision is to be made by the Committee, then the decision may be made by a resolution passed by a simple majority of the brigade officers who are present in person or by proxy at the meeting.

#### PART 2 – OBJECTS AND MEMBERSHIP OF BUSH FIRE BRIGADE

##### 2.1 Objects of bush fire brigade

The objects of the bush fire brigade are to carry out —

- (a) the normal brigade activities; and
- (b) the functions of the bush fire brigade which are specified in the Act, the Regulations and the local law.

##### 2.2 Determination of applications

Applications for membership are to be determined by a brigade Captain or officer and endorsed by the Chief Bush Fire Control Officer.

### **2.3 Conditions of membership**

In relation to any type of membership, as described in Part 4 of the local law, the bush fire brigade or local government may establish policies pertaining to —

- (a) the qualifications required to fulfill the role of a volunteer fire fighter and nominated positions;
- (b) a requirement to serve a probationary period;
- (c) procedures to be employed by the Committee prior to approval of an application for membership,

and the Committee is to act within the parameters of any such policy in determining applications for membership.

### **2.4 Applications for membership**

An application for membership is to be in writing and is to be submitted to the Captain or Secretary and is to be accompanied by a completed form as determined by the local government from time to time.

### **2.5 Decision on application for membership**

- (1) The Committee may —
  - (a) approve an application for membership unconditionally or subject to any conditions; or
  - (b) refuse to approve an application for membership.
- (2) If the Committee refuses to approve an application for membership, it is to give written reasons for the refusal, as soon as practicable after the decision is made, to the applicant and the advice that the applicant has the right to object to the local government.

### **2.6 DFES to be notified of registrations**

If any application for membership is approved, the Secretary of the bush fire brigade is to supply registration details to Chief Bushfire Control Officer who will forward the application to the Department within 14 days of a person being admitted to membership in the form required by the Department or local government.

### **2.7 Termination of membership**

- (1) Membership of the bush fire brigade terminates if the member —
  - (a) dies;
  - (b) gives written notice of resignation to the Secretary;
  - (c) is, in the opinion of the Committee, permanently incapacitated by mental or physical ill- health;
  - (d) is dismissed by the Committee; or

- (e) ceases to be a member or is taken to have resigned under subclause (2).
- (2) A brigade member who has been absent from normal brigade activities for 6 months without a reasonable explanation or an approved leave of absence by the brigade committee will receive a letter of intent regarding their membership status. If no correspondence is received within 28 days, the member is to be taken to have resigned from the bush fire brigade.

## **2.8 Suspension of membership**

- (1) Membership of the bush fire brigade may be suspended at any time if, in the opinion of the Committee, circumstances warrant suspending the member.
- (2) The period of suspension shall be at the discretion of the Committee.
- (3) Upon the expiry of the period of suspension the Committee may —
  - (a) extend the period of suspension;
  - (b) terminate the membership; or
  - (c) reinstate the membership.

## **2.9 Existing liabilities to continue**

The resignation, or dismissal of a member under clause 2.7 does not affect any liability of the brigade member arising prior to the date of resignation or dismissal.

## **2.10 Member has right of defence**

A brigade member is not to be dismissed under clause 2.7(1)(d) without being given the opportunity to meet with the Committee and answer any charges which might give grounds for dismissal.

## **2.11 Objection Rights**

A person whose —

- (a) application for membership is refused under clause 2.5(1)(b);
- (b) membership is terminated under clause 2.7(1)(c), clause 2.7(1)(d) or clause 2.8(3)(b); or
- (c) membership is suspended under clause 2.8(1) or clause 2.8(3)(a),

has the right of objection to the local government which may dispose of the objection by —

- (a) dismissing the objection;
- (b) varying the decision objected to; or
- (c) revoking the decision objected to, with or without —
  - (i) substituting for it another decision; or

- (ii) referring the matter, with or without directions, for another decision by the Committee.

### **PART 3 – FUNCTIONS OF BRIGADE OFFICERS**

#### **3.1 Chain of command during fire fighting activities**

Subject to the Act and the local law, the command procedures to apply during fire fighting activities are as detailed in the local government's Bush Fire Operating Procedures.

#### **3.2 Duties of Captain**

- (1) Subject to subclause (4) below, the Captain is to preside at all meetings.
- (2) Provide leadership to the bush fire brigade and its members.
- (3) In the absence of a Bush Fire Control Officer, take command and manage members during emergencies and other normal brigade activities.
- (4) Lieutenants are to assist the Captain in the discharge of their duties and in the absence of the Captain, the most senior Lieutenant present assumes the responsibilities and powers of the Captain.
- (5) Subject to subclause (4), complete or delegate responsibility to complete an incident report form in the form required by the Department to the Chief Bush Fire Control Officer or the Department within 14 days after attendance by the bush fire brigade at an incident.
- (6) Where a bush fire brigade attends an incident on more than one day, the incident report form is to be completed and forwarded under subclause (5) within 14 days after the last day of attendance.

#### **3.3 Secretary**

- (1) The Secretary is to —
  - (a) be in attendance at all meetings and keep a correct minute and account of the proceedings of the bush fire brigade in a book or by electronic means, which shall be available for inspection by brigade members at any reasonable time;
  - (b) answer all correspondence or direct it appropriately, and keep a record of the same;
  - (c) prepare and send out all necessary notices of meetings;
  - (d) maintain a register of all current brigade members which includes each brigade member's contact details and type of membership;
  - (e) provide no later than 31 June in each year, a report to the Chief Bush Fire Control Officer detailing the name, contact details and type of membership of each brigade member; and
  - (f) provide information to assist the Chief Bush Fire Control Officer in preparing the Annual Report on the activities of Bush Fire Brigades in the district.

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**3.4 Treasurer**

- (1) The Treasurer is to —
- (a) receive donations and other monies on behalf of the bush fire brigade, and deposit all monies to the credit of the bush fire brigade's bank account;
  - (b) pay accounts as authorised by the Committee;
  - (c) keep a record of all monies received and payments made, maintain the accounts and prepare the balance sheet for each financial year;
  - (d) be the custodian of all monies of the bush fire brigade;
  - (e) report on the financial position at meetings of the bush fire brigade or Committee;
  - (f) provide information and/or recommendations to the brigade committee and Chief Bush Fire Control Officer in preparing the Annual budget for the local government and the Department;
  - (g) provide information and/or recommendations to the brigade committee and Chief Bush Fire Control Officer in preparing the Annual budget for the local government and the Department; and
  - (h) submit a copy of the audit report to the Chief Bush Fire Control Officer by 31 June each year.

**3.5 Equipment Officer**

The Equipment Officer is responsible for the custody and maintenance in good order and condition of all protective clothing, equipment and appliances provided by the local government to the bush fire brigade (or of the bush fire brigade).

**3.6 Storage of equipment**

The Equipment Officer may store all of the equipment of the bush fire brigade at a place approved by the Captain (the "station").

**3.7 Equipment Officer to report**

The Equipment Officer is to provide, no later than 30 June of each year, a report to the local government and bush fire brigade captain describing the nature, quantity and quality of all protective clothing, equipment and appliances of the bush fire brigade which are generally available within the bush fire brigade area (or at a station of the bush fire brigade).

**3.8 Training Officer**

A Training Officer will liaise with the Local Government Training Coordinator and Brigade Captain in providing adequate and appropriate training for each member of the brigade.

## **PART 4 – COMMITTEE**

### **4.1 Management of bush fire brigade**

- (1) Subject to the provisions of these Rules, the administration and management of the affairs of the bush fire brigade are vested in the Committee.
- (2) Without limiting the generality of subclause (1), the Committee is to have the following functions —
  - (d) to recommend to the local government amendments to these Rules;
  - (e) to draft the annual budget for the bush fire brigade and present it to a general meeting of the bush fire brigade;
  - (f) to propose a motion for consideration at any meeting of the bush fire brigade;
  - (g) to recommend to the local government equipment which needs to be supplied by the local government to the bush fire brigade;
  - (h) to invest or place on deposit any of the funds of the bush fire brigade not immediately required to perform the normal brigade activities;
  - (i) to delegate to a person, as from time to time thought fit, any functions (being less than the total functions of the Committee) on any conditions it thinks fit;
  - (j) to do all things necessary or convenient in order to perform any of its functions and to secure the performance of the normal brigade activities by the bush fire brigade; and
  - (k) deal with membership applications, grievances, disputes and disciplinary matters.

### **4.2 Constitution of Committee**

- (1) The Committee of the bush fire brigade is to consist of the brigade officers being the Captain, Secretary, Treasurer, Equipment Officer, and the Lieutenants of the bush fire brigade.
- (2) The brigade officers are to —
  - (a) be elected at the annual general meeting of the bush fire brigade;
  - (b) hold office until the next annual general meeting; and
  - (c) be eligible for re-election at the next annual general meeting.
- (3) Any brigade officer may be removed from office by an absolute majority decision of the brigade members present in person or by proxy at a special meeting called for such a purpose.
- (4) The Committee may appoint a brigade member to fill a vacancy in any office arising from a resolution under subclause (3) or which has arisen for any other reason.

**PART 5 – MEETINGS OF BUSH FIRE BRIGADE****5.1 Ordinary meetings**

- (1) Ordinary meetings may be called at any time by the Secretary by giving at least 7 days notice to all brigade members and to the Chief Fire Control Officer, for the purpose of —
  - (a) organising and checking equipment
  - (b) requisitioning new or replacement equipment;
  - (c) organising field excursions, training sessions, hazard reduction programs, and the preparation of fire-breaks;
  - (d) establishing new procedures in respect of any of the normal brigade activities; and
  - (e) dealing with any general business.
- (2) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (3) Business may be conducted at an ordinary meeting of the bush fire brigade notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting

**5.2 Special meetings**

- (1) The Secretary is to call a special meeting when 5 or more brigade members request one in writing.
- (2) At least 2 days notice of a special meeting is to be given by the Secretary, to all brigade members and to the Chief Bush Fire Control Officer.
- (3) In a notice given under subclause (2) the Secretary is to specify the business which is to be conducted at the meeting.
- (4) No business is to be conducted at a special meeting beyond that specified in a notice given under subclause (2) in relation to that meeting.

**5.3 Annual general meeting**

- (1) At least 7 days notice of the annual general meeting is to be given by the Secretary to all brigade members and to the Chief Bush Fire Control Officer.
- (2) At the annual general meeting the bush fire brigade is to —
  - (a) elect the brigade officers from among the brigade members;
  - (b) consider the Captain's report on the year's activities;
  - (c) adopt the annual financial statements;
  - (d) appoint an Auditor for the ensuing financial year in accordance with clause 5.6; and

(e) deal with any general business.

- (3) In a notice given under subclause (1), the Secretary is to specify the business which is to be conducted at the meeting.
- (4) Business may be conducted at an annual general meeting notwithstanding that it was not specified in a notice given under subclause (1) in relation to that meeting.

#### **5.4 Quorum**

- (1) The quorum for a meeting of the bush fire brigade is at least 50% of the number of offices (whether vacant or not) of member of the bush fire brigade.
- (2) No business is to be transacted at a meeting of the bush fire brigade unless a quorum of brigade members is present in person or by proxy.

#### **5.5 Voting**

Each brigade member is to have one vote, however in the event of an equality of votes, the Captain (or person presiding) may exercise a casting vote.

#### **5.6 Auditor**

- (1) At the annual general meeting a person, not being a brigade member, is to be appointed as the Auditor of the bush fire brigade for the ensuing financial year.
- (2) The Auditor is to audit the accounts of the bush fire brigade not less than 7 days before the annual general meeting and is to certify to their correctness or otherwise and present a report at the annual general meeting.

### **PART 6 – MEETINGS OF COMMITTEE**

#### **6.1 Meetings of Committee**

- (1) The Committee is to meet for the dispatch of business, adjourn and otherwise regulate its meeting as it thinks fit.
- (2) The Captain or Secretary may convene a meeting of the Committee at any time.

#### **6.2 Quorum**

No business is to be transacted at a meeting of the Committee unless a quorum of 50% of brigade officers are present in person.

#### **6.3 Voting**

Each brigade officer is to have one vote, however in the case of an equality of votes, the Captain (or person presiding) may exercise a casting vote.

## **PART 7 – GENERAL ADMINISTRATION MATTERS**

### **7.1 Funds**

The funds of the bush fire brigade are to be used solely for the purpose of promoting the objects of the bush fire brigade.

### **7.2 Financial year**

The financial year of the bush fire brigade is to commence on 1 July and is to end on 30 June of the following year.

### **7.3 Banking**

- (1) The funds of the bush fire brigade are to be placed in a bank account and are to be drawn on only by cheques, electronic funds transfer or online banking and only may be signed/authorised jointly by any 2 of the Captain, Secretary or Treasurer.
- (2) If the Secretary/Treasurer is a combined position, the Captain and Secretary/Treasurer are to sign the cheques referred to in subclause (1).

### **7.4 Disclosure of interests**

- (1) A brigade member shall disclose to the bush fire brigade or Committee any financial interest (whether direct or indirect) he or she may have in any matter being considered by the bush fire brigade or Committee, as appropriate.
- (2) If a financial interest has been disclosed under subclause (1), then the bush fire brigade or Committee, as appropriate, is to decide, in the absence of the brigade member who disclosed that interest, whether or not the brigade member is to be permitted to vote on that matter.
- (3) Where the bush fire brigade or Committee, as appropriate, decides under subclause (2), that a brigade member is not to be permitted to vote on a matter, and the brigade member votes on the matter, then her or his vote is to be taken to have no effect and is not to be counted.

### **7.5 Disagreements**

- (1) Any disagreement between brigade members may be referred to either the Captain or to the Committee.
- (2) Where a disagreement in subclause (1) is considered by the Captain or the Committee to be of importance to the interests of the bush fire brigade, then the Captain or the Committee, as the case may be, is to refer the disagreement to the annual general meeting, an ordinary meeting or a special meeting of the bush fire brigade.
- (3) The local government is the final authority on matters affecting the bush fire brigade, and may resolve any disagreement which is not resolved under subclause (1) or (2).

## PART 8 – NOTICES AND PROXIES

### 8.1 Notices

- (1) Notices of meetings of the bush fire brigade are to be in writing and sent by email to the registered address of each brigade member.
- (2) Notices of meetings of the Committee may be given in writing in accordance with subclause (1) or by such other means as the Committee may decide (by an absolute majority) at a meeting of the Committee.
- (3) Any accidental omission to give notice of a meeting to, or non-receipt by a person entitled to receive such notice, is not to invalidate the meeting the subject of the notice or any resolutions passed at the meeting.
- (4) Where any notice other than a notice of meeting is to be given under these Rules, the notice is to be —
  - (a) in writing;
  - (b) unless otherwise specified, given to or by the Secretary;
  - (c) given by —
    - (i) personal delivery;
    - (ii) post; or
    - (iii) email;
  - (d) taken to have been received, as the case may be —
    - (i) at the time of personal delivery;
    - (ii) 2 business days after posting; or
    - (iii) on the date of the sender sends the notice as verified on their electronic device.

### 8.2 Proxies

- (1) Where under these Rules a brigade member may vote by proxy, in order for the proxy to so vote, the brigade member or the proxy shall give a notice in the form of that appearing in this clause, to the Secretary or the person presiding at the meeting before the start of the meeting at which the proxy is to be used.
- (2) A proxy is to be valid for the meeting for which it is given and for any adjournments of that meeting.
- (3) A proxy shall be valid for the number of votes to which the brigade member is entitled.
- (4) If the donor of the proxy does not give any indication of the manner in which the proxy is to vote, the proxy shall be entitled to vote or not vote as he or she thinks fit.
- (5) A proxy shall be entitled to speak on behalf of the donor of the proxy.

- (6) All forms appointing proxies deposited under subclause (1) are to be retained by the Secretary for not less than 28 days after the conclusion of the meeting to which they relate but if there is any objection to the validity of any vote at the meeting, they are to be retained until the determination of that objection.
- (7) The form appointing a proxy shall be in writing and signed by the brigade member appointing the proxy.

The Common Seal of the )  
City of Kwinana was hereunto )  
affixed in the presence of : )

Wayne Jack  
Chief Executive Officer



**19 NOTICES OF MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

**20 NOTICE OF MOTIONS FOR CONSIDERATION AT THE FOLLOWING MEETING  
IF GIVEN DURING THE MEETING**

**21 LATE AND URGENT BUSINESS**

Note: In accordance with Clauses 3.13 and 3.14 of Council's Standing Orders, only items resolved by Council to be Urgent Business will be considered.

**22 REPORTS OF ELECTED MEMBERS**

**23 ANSWERS TO QUESTIONS WHICH WERE TAKEN ON NOTICE**

**24 MAYORAL ANNOUNCEMENTS**

**25 CONFIDENTIAL ITEMS****25.1 WALGA SUSTAINABLE ENERGY SUPPLY PROJECT AGREEMENT****Reason for Confidentiality**

This report and its attachments are confidential in accordance with Section 5.23(2)(c) of the *Local Government Act 1995*, which permits the meeting to be closed to the public for business relating to the following:

- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting

**26      CLOSE OF MEETING**