

# ATTACHMENTS

## Ordinary Council Meeting

24 September 2024

**Part 1 – 7.2.2, 10.1.1, 10.3.2, 10.3.3, 10.4.1,  
10.4.2 and 10.5.4**

# ATTACHMENTS TO AGENDA ITEMS

Ordinary Council Meeting - 24 September 2024

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# NOTES

## Council Agenda Briefing

**Meeting Date & Time:** 6.00pm, Tuesday 17 September 2024

**Meeting Location** Council Chamber

### 1. DECLARATION OF OPENING

The Presiding Member opened the Briefing at 6.00pm and welcomed everyone in attendance.

### ITEMS FOR COUNCIL

The Presiding Member informed the meeting that Agenda Items 2, 3, 6, 7, 8.1, 8.2, 9, 11, 13 and 14 will be dealt with at the Ordinary Council Meeting to be held 24 September 2024.

### 4. ATTENDANCE

Presiding Member

Councillor Bronwyn Waugh

#### Councillors

Manning Ward  
Manning Ward

Councillor André Brender-A-Brandis  
Councillor Blake D'Souza (Arrived at 6.02pm, retired at 9.50pm)

Mill Point Ward  
Mill Point Ward  
Moresby Ward  
Moresby Ward

Councillor Mary Choy  
Councillor Nic Coveney (Arrived at 6.02pm)  
Councillor Jennifer Nevard  
Councillor Hayley Prendiville

#### Officers

Chief Executive Officer  
Director Corporate Services  
Director Development and Community Services  
Director Infrastructure Services  
Manager Community, Culture and Recreation  
Manager Development Services  
Manager Finance  
Manager Governance  
A/Communications and Marketing Coordinator  
Governance Coordinator  
Recreation Development Coordinator  
Governance Officer  
Governance Administration Officer

Mr Mike Bradford  
Mr Garry Adams  
Ms Donna Shaw  
Ms Anita Amprimo  
Mr Patrick Quigley (Retired at 11.11pm)  
Ms Fiona Mullen (Retired at 10.27pm)  
Mr Abrie Lacock  
Ms Toni Fry  
Mr Michael Johnson (Retired at 11.11pm)  
Mr Morgan Hindle  
Ms Jennifer Hess (Retired at 10.30pm)  
Ms Jane Robinson  
Ms Kira Digwood

## Gallery

There were approximately 75 members of the public present.

*Councillors Nic Coveney and Blake D'Souza arrived at 6.02pm during consideration of Item 4.*

### 4.1 Apologies

Nil.

### 4.2 Approved Leave of Absence

- Mayor Greg Milner for the period 12 September 2024 to 22 September 2024, inclusive.
- Councillor Glenn Cridland for the period 12 September 2024 to 13 October 2024, inclusive.

## 5. DECLARATIONS OF INTEREST

- Mayor Greg Milner - Impartiality Interest in Item 10.1.1 as 'I am a former co-patron of WASP Hockey Club. I have also attended a number of South Perth United Football Club events over the years.'
- Councillor Mary Choy - Impartiality Interest in Item 10.1.1 as 'my sons attend Wesley College and have played for WASPS Hockey Club and my husband is a Wesley College old boy and has also played and coached for WASPS Hockey Club in the past.'
- Councillor Hayley Prendiville – Impartiality Interest in Item 10.1.1 as 'myself and my family are members of WASPS Hockey Club, my involvement extends to numerous committee positions, one of those positions being President, I am currently Minkey Coordinator. I was a guest at a dinner at Wesley College recently.'
- Councillor Bronwyn Waugh – Impartiality Interest in Item 10.1.1 as 'my son attends Wesley College.'
- Mayor Greg Milner - Impartiality Interest in Item 10.1.2 as 'I am the patron of the Hensman Park Tennis Club and a former co-patron of WASP Hockey Club. I have formed relationships with a number of the community groups and sporting clubs that may have an interest in this Item.'
- Councillor Hayley Prendiville – Impartiality Interest in Item 12.1 as 'one of the nominated persons for the Local Heritage Survey Review is known to me as a neighbour. I was a guest at a dinner at Wesley College recently and my children attend Kensington Primary School.'
- Mayor Greg Milner – Financial, Proximity and Impartiality Interest in Item 12.1 as 'some of the proposed listings either include, or are adjacent to, or are across the road from, properties that are owned or indirectly owned by persons who contributed to my re-election campaign in 2023.'
- Councillor Mary Choy - Impartiality Interest in Item 12.1 as 'some of the Heritage Places listed in the draft Local Heritage Survey are known to me by past or present association and some of the landowners, associates or residents of some of the Heritage Places listed in the draft Local Heritage Survey are or may also have been known to me.'

## 8. PRESENTATIONS

### 8.3 Deputations

1. Ms Cecilia Brooke of South Perth who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
2. Ms Kendal Becu of Carlisle who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
3. Dr Sue Gillieatt of Salter Point who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
4. Mr Max Szmekura of Como who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
5. Ms Elizabeth Duguid of Lesmurdie who spoke **AGAINST** the Officer Recommendation at Item 10.1.1. **10.1.1**
6. Ms Andrea Burnett of Salter Point who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
7. Mr Michael Morrissey of Como who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
8. Mr Michael Nind of Cloverdale who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
9. Ms Joanne Ord of Como who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
10. Ms Cristy Lowe and Mr Jeremy Lowe of Como who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
11. Ms Sony Sindhe and Mr Henry Velkowsky of South Perth who spoke **FOR** the Officer Recommendation at Item 10.1.1. **10.1.1**
12. Ms Jenness Gardner of South Perth who spoke **AGAINST** the Officer Recommendation at Item 10.1.1. **10.1.1**

*At 7.53pm the meeting was adjourned.*

*At 8.10pm the meeting reconvened.*



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|-----|--|---------------|
| 13. | Dr Louise Johnston of Como who spoke <b>FOR</b> the Officer Recommendation at Item 10.1.1.                   | <b>10.1.1</b> |
| 14. | Mr Lyle Kenny of Manning who spoke <b>AGAINST</b> the Officer Recommendation at Item 10.1.1.                 | <b>10.1.1</b> |
| 15. | Ms Jodie Mellor of South Perth who spoke <b>AGAINST</b> the Officer Recommendation at Item 10.1.1.           | <b>10.1.1</b> |
| 16. | Mr Murray Rosenberg of Como who spoke <b>FOR</b> the Officer Recommendation at Item 10.1.1.                  | <b>10.1.1</b> |
| 17. | Ms K Poh of Como who spoke <b>FOR</b> the Officer Recommendation at Item 10.1.1.                             | <b>10.1.1</b> |
| 18. | Ms Bronwyn David of South Perth who spoke <b>FOR</b> the Officer Recommendation at Item 10.1.1.              | <b>10.1.1</b> |
| 19. | Mr Mark Kerrigan of Como who spoke <b>AGAINST</b> the Officer Recommendation at Item 10.1.2.                 | <b>10.1.2</b> |
| 20. | Mr Steven Syme and Mr Alan Sands of Como who spoke <b>AGAINST</b> the Officer Recommendation at Item 10.1.2. | <b>10.1.2</b> |

*At 9.30pm the meeting was adjourned.*

*At 9.40pm the meeting reconvened.*

## 10. DRAFT SEPTEMBER 2024 REPORTS

The Chief Executive Officer, Mr Mike Bradford gave a brief summary of the September 2024 Agenda Items to be considered by Council, as follows.

*Mayor Greg Milner and Councillors Hayley Prendiville, Bronwyn Waugh and Mary Choy declared an Impartiality Interest in Item 10.1.1.*

*Councillor Blake D'Souza left the Meeting at 9.50pm during consideration of Item 10.1.1.*

### 10.1.1 Response to Notice of Motion – Sport Spaces Collier Reserve -Option to Lease (WASPs Hockey Club)

*This item was the subject of 18 Deputations.*

This report is in response to Council Resolution Number 0224/028, titled 'Notice of Motion – Councillor Bronwyn Waugh - Sport Spaces Collier Reserve - Option to Lease' and presents for Council's consideration a draft Option to Lease and draft Lease document for Collier Reserve in favour of Wesley South Perth Hockey Club (WASPs).

Whilst the Council resolution at its meeting held 27 February 2024 has been acted upon with the Option to Lease and Lease document being developed, the officer recommendation remains consistent with previous recommendations to determine how the WASPs Hockey Club's needs can best be met at the Australian High-Performance Hockey Centre.





An alternate officer recommendation consistent with this resolution is provided at the end of this report. The alternate recommendation is inclusive of all known requirements should Council wish to proceed with the granting of the Option to Lease.

*Mayor Greg Milner declared an Impartiality Interest in Item 10.1.2*

#### **10.1.2 Community Recreation Facilities Plan 2019-2033 Review**

*This item was the subject of two Deputations.*

This report presents the review of the Community Recreation Facilities Plan 2019-2033 for Council's endorsement.

#### **10.1.3 RFT 4/2024 – Replacement of Concrete Slab Footpath With In-situ Concrete**

This report considers submissions received from the advertising of Tender 4/2024 for the Replacement of Concrete Slab Footpath With In-situ Concrete.

This report will outline the assessment process used during evaluation of the tenders received and recommend approval of the tender that provides the best value for money and level of service to the City.

#### **10.3.1 Draft Karawara Pedestrian and Cycle Access Plan**

The purpose of this report is for Council to endorse the draft Karawara Pedestrian and Cycle Access Plan for advertising.

#### **10.3.2 Proposed Change of Use – Multiple Dwelling to Holiday Accommodation – Lot 6, No. 6/281 Mill Point Road, South Perth**

The purpose of this report is to consider an application for development approval for a Change of Use from a Multiple Dwelling to Holiday Accommodation on Lot 6, No. 6/281 Mill Point Road, South Perth.

The item is referred to Council as the proposed land use falls outside of the delegation to Officers.

For the reasons outlined in this report, it is recommended that the application be approved subject to conditions.

#### **10.3.3 Draft Local Planning Policy – Waste Management (Advertising)**

The purpose of this report is for Council to consider adopting a new draft Local Planning Policy – Waste Management for the purpose of advertising.

#### **10.4.1 Listing of Payments August 2024**

This report presents to Council a list of accounts paid under delegated authority between 1 August 2024 to 31 August 2024 for information. It also includes purchase card transactions between 1 July 2024 to 31 July 2024 in line with new legislative requirements.

#### **10.4.2 Monthly Financial Statements July 2024**

The monthly Financial Statements (Interim) are provided within **Attachments (a)–(i)**, with high level analysis contained in the comments of this report. The detail of the carry forward budget adjustments are provided within **Attachments (j)–(k)**, commentary and a high level analysis are contained in this report.



#### **10.5.1 Internal Audit – Review of the Internal Audit Log**

This report tables the Internal Audit Review of the Internal Audit Log in accordance with the City's Strategic Internal Audit Plan 2022/2023 to 2026/2027.

The review contains one audit finding, with notations and observations. The audit includes strengths, weaknesses, rating, issues, recommendations and management comments.

#### **10.5.2 Quarterly Activity Report**

This report outlines the activities undertaken or proposed by the City of South Perth relating to Risk Management, Business Continuity and Workplace, Health, and Safety during first quarter of the 2024/25 financial year and an overview of the activities planned for the second quarter.

#### **10.5.3 Audit Register Progress Report – 4th Quarter Update Including External Audit Interim Report**

This report provides an update on the progress of actions included in the Audit Register. The Audit Register includes all open audit findings that have previously been accepted by the Audit, Risk and Governance Committee and Council.

This report also confirms to the Audit, Risk and Governance Committee that the Interim (External) Audit of the 2023/24 Annual Financial Statements have been finalised with no findings to report. Consequently, with reference to this audit there are no new items to record in the Audit Register.

#### **10.5.4 Policy Review**

The Terms of Reference of the Audit, Risk and Governance Committee include responsibility for reviewing the City's policies. A number of policies are now presented for the consideration of the Committee and referral to Council for adoption.

*Mayor Greg Milner declared a Financial, Proximity and Impartiality Interest in Item 12.1*

*Councillors Hayley Prendiville and Mary Choy declared an Impartiality Interest in Item 12.1*

### **12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

#### **12.1 Notice of Motion - Councillor André Brender-A-Brandis - Local Heritage Survey Review Independent Consultant Review**

### **15. MEETING CLOSED TO THE PUBLIC**

#### **15.1.1 Execution of Payments Direction Deed and Adoption of the Revised Charter for the Operations of the Rivers Regional Subsidiary**

### **16. CLOSURE**

At 11.39pm the Presiding Member closed the Council Agenda Briefing and thanked everyone for their attendance.





## Option to Lease

City of South Perth  
Grantor

and

Wesley South Perth Hockey Club Inc  
Grantee

Portion of Collier Reserve

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Jackson McDonald  
Lawyers  
140 St Georges Terrace  
Perth WA 6000

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Barber  
Reference: LHB:7178501

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Option to Lease

Option to

Date 2024

Parties

**City of South Perth**  
Grantor

City Centre, Cnr Sandgate Street and South  
Terrace, South Perth WA 6151

**Wesley South Perth Hockey  
Club Inc**  
Grantee

A0720026T  
1 Amherst Street, South Perth WA 6151

Recitals

- A. The Grantor has the care, control and management of the Reserve pursuant to Management Order O135103.
- B. Management Order O135103 (as varied by dealing O665674) gives the Grantor a power to lease the Reserve for any term not exceeding 21 years (subject to the consent of the Minister under section 18 of the *Land Administration Act 1997*).
- C. The Grantor has agreed to grant the Grantee an option to take a lease and a licence of part of the Reserve on the terms and conditions of this Deed.

**1. Definitions and interpretation**

**1.1 Definitions**

**Applications** means any applications made by the Grantee for permits, consents and approvals required in respect of the Grantee's use and development of the Land for the Development.

**Authority** means any federal, state or local government, semi government, quasi government, municipality, authority or other body or person (including any court or tribunal).

**Business Day** means a day that is not a Saturday, Sunday or public holiday or bank holiday in Perth, Western Australia.

**Concept Plans** means the plans annexed to this Deed as Annexure C.

**Contamination** means any substance which harms or is likely to harm the environment or the health or safety of any person including, without limitation, the presence of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous or harmful characteristics or the presence of any asbestos, or could otherwise give rise to a breach of any law or requirement of any Authority in respect of the environment, and **Contaminant** has an equivalent meaning.

**Costs** includes:

- (a) any cost, charge or expense, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);
- (b) damage, loss, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fine, penalty, interest or similar item imposed by any legislation.

**Deed** means this deed and any schedule or annexure.

**Development** means the construction of the club facilities building and the artificial turf hockey field (including lighting) on the Land as shown in the Concept Plans.

**Development Approval** means the approval under the *Planning and Development Act 2005 (WA)* or any planning scheme that has effect under that Act to develop and use the Land for the Development.

**Due Diligence Investigations** means investigations by the Grantee in relation to the Land to determine its potential for development, including but not limited to:

- (a) soil tests, ground water investigations and tests for Contamination;
- (b) electrical, mechanical, hydraulic, civil, structural, geotechnical, environmental and other engineering investigations;
- (c) land and identification surveys;
- (d) planning investigations;
- (e) heritage, cultural, vegetation management and other environmental investigations;
- (f) financial modelling, costings, cost planning and value management analyses;
- (g) quantity surveying and design development;
- (h) availability, suitability and capacity of electrical, water, sewer, drainage, telecommunications and other services; and
- (i) enquiries and discussions with relevant authorities including in relation to infrastructure and services requirements and charges.

**Draft Lease Plan** means the plan in Annexure B identifying the indicative locations and dimensions of the Premises and the Licensed Area as at the date of this Deed.

**Execution Date** means the date when the last party signs this Deed.

**Exercise Date** means the date of the exercise of the Option by the Grantee, being the date the Grantee delivers the Exercise Notice and the Lease in accordance with clause 5.1.

**Exercise Notice** means the notice to be given by the Grantee to the Grantor to exercise the Option in the form attached in Schedule 2.

**Expiry Date** means the date in Item 3.

Option to Lease

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**Item** means an item in Schedule 1.

**Land** means Lot 502 on Deposited Plan 416118 being the whole of the land comprised in Certificate of Crown Land Title Volume LR3170 Folio 622:

**Law** means all statutes, rules, regulations, proclamations, ordinances or by-laws and any orders, directions or notices of any Authority.

**Lease** means the lease in the form annexed at Annexure A.

**Lessee** means the Grantee.

**Lessor** means the Grantor.

**Licensed Area** means that part of the Land identified in Item 4.

**Licensed Area Plan** means a cadastral survey identifying the Licensed Area (which must comprise the balance of the Land that falls outside the boundaries of the Premises).

**Local Government Laws** means any statute, rule, regulation, proclamation, ordinance, scheme or by-law present or future of Western Australia and, where applicable, the Commonwealth, and any amendment or re-enactment of them for the time being in force, which confers any responsibility, function, duty, obligation or right on any local government established under the *Local Government Act 1995* (WA).

**Minister** means the Minister for Lands.

**Option** means the option to lease the Premises and licence the Licensed Area on the terms and conditions of the Lease granted under, and has the meaning given in, clause 2.

**Option Fee** means the amount specified in Item 2.

**Option Period** means the period beginning on the Execution Date and ending on the Expiry Date.

**Other Users** means [insert name of each incorporated association that uses the Reserve]

**Premises** means that part of the Land identified in Item 1 and all buildings and improvements (if any) upon that Land.

**Premises Plan** means a cadastral survey in registrable form identifying the Premises (which must be no greater in area than the applicable development footprint on the Land required to construct, operate and use the Development).

**Reserve** means Reserve Number 26820, a C Class Reserve known as "Collier Reserve" and comprising the Land.

**Service** means any water, sewerage, hydraulic, bore, air conditioning, sprinkler, drainage, gas, electric, telephone, internet, installation, building management or service, pipes, or any other system or service affecting or serving the Land.

**Tree Management Plan** means a tree management plan for the Development which endeavours to retain as many existing trees on the Land as reasonably possible and, where the Development requires any existing trees to be removed, provides for the planting of replacement trees on the Land.

## 1.2 Interpretation

In this Deed:

- (a) capitalised terms in the Lease that are not separately defined in this Deed have the same meaning given to them in the Lease;
- (b) a reference to:
  - (i) a clause, exhibit, schedule or annexure is a reference to a clause, exhibit, schedule or annexure to this Deed;
  - (ii) one gender includes any gender;
  - (iii) the singular includes the plural and the plural includes the singular;
  - (iv) a person includes a firm, body corporate, an unincorporated association or an Authority;
  - (v) a party includes the party's executors, administrators, successors and permitted assigns;
  - (vi) a thing includes the whole and each part of it separately;
  - (vii) a Law or a provision of any Law includes:
    - (A) any amendment or replacement of it; and
    - (B) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
  - (viii) dollars means Australian dollars unless otherwise stated;
- (c) "including" and similar expressions are not words of limitation;
- (d) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (e) headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation;
- (f) a provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in this Deed;
- (g) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
- (h) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;

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- (i) if a period of time dates from a given day or the day or any act or event, it is to be calculated exclusive of that day; and
- (j) except as otherwise provided, if an act is done by a party under this Deed after 5.00pm on any day, it is taken to have been done on the following Business Day.

**1.3 Inconsistency with Statutory Provisions**

In the event of any inconsistency between:

- (a) an obligation, right or power of either the Grantee or the Grantor under this Deed; and
  - (b) an obligation, right or power of the Grantor under the Local Government Laws,
- then the obligation, right or power of the Grantor under the Local Government Laws prevails.

**1.4 No fettering**

Nothing in or arising out of this Deed in any way:

- (a) diminishes the Grantor's rights and powers; or
  - (b) fetters any discretion that the Grantor has,
- under the Local Government Laws.

**2. Grant of option**

In consideration of payment of the Option Fee, the Grantor grants to the Grantee an option, exercisable during the Option Period, to:

- (a) lease the Premises; and
- (b) take a non-exclusive licence of the Licensed Area,

on the terms and conditions of the Lease, subject to the terms and conditions of this Deed.

**3. Option Fee**

**3.1** The Grantee must provide the Grantor with the Grantee's original executed counterpart of this Deed and must pay the Option Fee to the Grantor in exchange for the Grantor providing the Grantee with the Grantor's original executed counterpart of this Deed.

**3.2** The Grantee acknowledges and agrees that the Option Fee is non-refundable.

**3.3** In the event the Grantee fails to pay the Option Fee to the Grantor in accordance with clause 3.1:

- (a) this Deed will automatically terminate; and



- (b) neither Party will have any right against or obligation to the other Party under or in relation to this Deed, except with respect to any right of action which accrues in favour of that Party prior to the termination of this Deed.

#### **4. Manner of Payment of Option Fee**

- 4.1 The Grantee must pay the Option Fee to the Grantor.
- 4.2 The Grantor must, on the date of this Deed, provide the Grantee with a valid tax invoice for the payment of the Option Fee.

#### **5. Exercise of Option**

- 5.1 The exercise of the Option is subject to and conditional upon each of the following conditions precedent being first satisfied:
  - (a) the Grantee obtaining the Development Approval;
  - (b) the Grantee demonstrating to the Grantor's reasonable satisfaction that the Grantee has secured funding for the Development;
  - (c) the Grantee preparing and submitting to the Grantor and the Grantor approving (in the Grantor's sole and absolute discretion) a Tree Management Plan for the Development;
  - (d) the Grantee preparing and submitting to the Grantor and the Grantor approving (in the Grantor's sole and absolute discretion) the Premises Plan, the Licensed Area Plan and the Laydown Area Plan; and
  - (e) the Grantee demonstrating to the satisfaction of the City (acting reasonably) that it has negotiated in good faith with each of the Other Users and has for each Other User, either:
    - (i) reached in principle agreement for the grant of a sublease or licence (subject only to the grant of the Lease and the consent of the Minister to that sublease or licence, if required) for the use of any part of the Development at a peppercorn rent for the minimum area prescribed by the Grantor during the term of the Lease; or
    - (ii) made all reasonable attempts to reach in principle agreement for the grant of a sublease or licence (subject only to the grant of this Lease and the consent of the Minister to that sublease or licence) for the use of any part of the Development at a peppercorn rent, but despite those reasonable attempts has failed to reach agreement.
  - (f) the Grantee obtaining the consent of the Minister for Lands to the Lease under section 18 of the *Land Administration Act 1997*.
- 5.2 The Grantee and Grantor acknowledge and agree that any purported exercise of this Option by the Grantee under clause 5.3 will be invalid and of no effect if any of the conditions precedent in clause 5.1 have not been satisfied as at time of the purported exercise.
- 5.3 Subject to all of the conditions precedent in clause 5.1 having been satisfied, the Option may be exercised by the Grantee at any time during the Option Period by the delivery

Option to Lease

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to the Grantor or the Grantor's solicitor on or before 16:59 hours (WST) on the Expiry Date of:

- (a) the notice of satisfaction of the conditions precedent;
- (b) the notice of exercise of Option in the same form as set out in Schedule 2 signed by the Grantee and with the relevant details inserted and options selected;
- (c) the Lease (in triplicate) executed by the Grantee;
- (d) the Premises Plan;
- (e) the Licensed Area Plan;
- (f) the Laydown Area Plan;
- (g) the Development Approval; and
- (h) the Tree Management Plan .

5.4 If the Grantee does not exercise the Option in accordance with clause 5.1, then:

- (a) at 5:00 pm (WST) on the Expiry Date this Deed will automatically terminate; and
- (b) neither Party will have any right against or obligation to the other Party under or in relation to this Deed, except with respect to any right of action which accrues in favour of that Party prior to the termination of this Deed.

**6. Lease effective upon exercise of Option**

6.1 If the Option is exercised in accordance with clause 5 then:

- (a) on the Exercise Date, the Grantee and the Grantor will be taken to have entered into a lease in respect of the Premises upon the terms and conditions set out in the Lease;
- (b) the commencement date of the Lease will be the Exercise Date; and
- (c) the Grantor must, as soon as reasonably practicable and in any case within 10 Business Days of the Exercise Date, execute the Lease (in triplicate) provided by the Grantee under clause 5.3(c) and deliver to the Grantee one fully executed original of the Lease (provided that the Grantor's failure to execute the Lease in no way diminishes the validity of the Lease pursuant to clauses 6.1(a) and 6.1(b)).

6.2 The Parties agree that:

- (a) the Grantee's solicitor is entitled to amend the Lease to:
  - (i) insert the date of this Deed in the definition of "Option Agreement" in clause 1.1 of the Lease;
  - (ii) insert the "Commencement Date" which will be the Exercise Date;

- (iii) insert a copy of the Premises Plan in Annexure B of the Lease;
  - (iv) insert a copy of the Licensed Area Plan in Annexure C of the Lease;
  - (v) insert a copy of the Laydown Area Plan in Annexure D of the Lease;
  - (vi) insert a copy of the Development Approval in Annexure E of the Lease;
  - (vii) insert a copy of the Tree Management Plan in Annexure F of the Lease;  
and
  - (viii) all other details necessary to complete the Lease and procure registration of the Lease at Landgate; and
- (b) the Lease amended in this respect will be accepted by the Grantor as a validly executed Lease for the purposes of clause 6.1(b).

## **7. Rights and obligations during Option Period**

### **7.1 Grantee's Rights and Obligations**

During the Option Period and if the Option is exercised, up until the Grantee takes possession of the Premises under the Lease, the Grantee and the Grantee's contractors and agents:

- (a) will be entitled to:
- (i) upon giving the Grantor at least 2 Business Day's prior notice of its intention to access the Land, enter upon the Land at any time or times with or without personnel for the purposes of conducting Due Diligence Investigations and, if required by the Grantor, must be accompanied by a representative of the Grantor;
  - (ii) make and pursue Applications in a manner and order as the Grantee deems necessary;
  - (iii) erect or affix notices upon the Land in respect of the Due Diligence Investigations and the Applications; and
- (b) must:
- (i) in respect of anything done in accordance with clause 7.1(a), leave the Land in a safe condition and must make good any damage caused by the Grantee or its agents in carrying out any activities or thing done in accordance with clause 7.1(a);
  - (ii) use reasonable endeavours to minimise interference with any neighbours of the Land;
  - (iii) upon request, provide the Grantor with evidence of the currency of insurance of the Grantee and the Grantee's contractors and agents entering upon the Land in respect of public liability (not less than \$20 million) covering the period of any works or investigations to be undertaken by the Grantee or the Grantee's contractors and agents (as



Option to Lease

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the case may be) in connection with the exercise of the Grantee's rights under this clause 7.1;

- (c) indemnifies and releases the Grantor from and against any liability which the Grantor may incur arising from or out of the activities conducted upon the Land by the Grantee or the Grantee's contractors and agents.

## 7.2 Grantor's Obligations

During the Option Period the Grantor must:

- (a) subject to the Grantee complying with clause 7.1(a)(i), ensure that the Grantee has access to all parts of the Land for the purpose of the Due Diligence Investigations;
- (b) consent to (and promptly give, sign, execute and deliver to the Grantee such consents as the Grantee may reasonably request in respect of) the Due Diligence Investigations;
- (c) consent to (and promptly give, sign, execute and deliver to the Grantee such consents as the Grantee may reasonably request) the Applications; and
- (d) provide to the Grantee all such information in respect of the Land reasonably requested by the Grantee.

## 8. No lease until option exercised

For the avoidance of doubt, the Grantor and the Grantee will be taken not to have entered into the Lease unless and until such time as the Option has been validly exercised in accordance with the provisions of clause 5 of this Deed.

## 9. Warranties

### 9.1 Mutual Warranties

As at the date of this Deed, each party warrants and represents to the other party that:

- (a) it has full legal capacity and power to enter and perform its obligations under this Deed;
- (b) in entering into this Deed, it is not acting as trustee of any trust; and
- (c) neither execution nor performance of its obligations under this Deed contravenes any:
  - (i) applicable Law;
  - (ii) approval, authorisation, consent or exemption required under any applicable Law;
  - (iii) undertaking or instrument binding on that party or any of its property; or

- (iv) provisions of its constituent documents.

## **9.2 Exclusions**

- (a) To the extent permitted by Law, any representations or warranties implied by Law on the Grantor are excluded from this Deed.
- (b) The Grantor makes no representation or warranty relating to:
  - (i) the Land, the zoning or reservation of the Land or any use to which the Land is being or can be put;
  - (ii) whether the improvements on the Land have been constructed in accordance with the Law;
  - (iii) whether any Authority has approved or will approve any subdivision application, development application or building application with respect to the Land;
  - (iv) the state of repair and condition of the Land or any Service including the standard of workmanship or the existence (or absence) of any defect (latent or patent) or fault in the Land or any Service;
  - (v) the rights and obligations of any Authority;
  - (vi) the location of the boundaries of the Land and whether or not the Land or any part thereof encroaches on any adjoining land or is encroached on by any adjoining land;
  - (vii) the value of the Land and the financial or economic returns derived from the Land;
  - (viii) the existence or non-existence of any Service connected to the Land or passing through the Land to provide any Service to other land;
  - (ix) the existence or non-existence of any native title rights and interests or the impact on the use and enjoyment of the Land resulting from any items of aboriginal cultural heritage on or in the Land;
  - (x) the existence or non-existence of any Contamination in, or near the Land;
  - (xi) any demand, order, requisition or requirement relating to the Land or any improvements on the Land made by any Authority;
  - (xii) any proposal by any Authority:
    - (A) to rezone, resume or reserve the Land for any reason;
    - (B) to re-align, widen or alter the level of any road adjoining the Land; or
    - (C) which would be likely to affect the Land or the use of the Land;
  - (xiii) any obligation to pay money to any Authority in relation to:

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- (A) work performed or to be performed; or
  - (B) expenses incurred or to be incurred,
- by an Authority in relation to the Land; or
- (xiv) any obligation to construct or repair or contribute towards the cost of construction or repair of a dividing fence or retaining wall between the Land and any adjoining land whether arising under the Dividing Fences Act 1961 (WA), or otherwise;
  - (xv) whether there are any agreements with any Authority regarding any native vegetation on the Land;
  - (xvi) whether the boundary fences are located on the correct boundaries of the Land;
  - (xvii) whether the Seller has or has not developed or cleared (in any way) any part of the Land in contravention of any native vegetation, flora or fauna restriction or Law;
  - (xviii) whether there are any notices or orders relating to the destruction of noxious animals, insects or relating to the clearing or reduction of any noxious weeds on the Land; or
  - (xix) whether any chemicals or similar substances have been used on or at the Land which are illegal or in a manner contrary to any Environmental Law.
- (c) Each of the exclusions of representations and warranties referred to in this Deed are to be constructed independently of each other and are not limited by reference to each other.

**10. GST**

- (a) In this clause 9.2:
- (i) GST means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act) or any replacement or other relevant legislation and regulations;
  - (ii) words or expressions used in this clause which have a particular meaning in the GST Law (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
  - (iii) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
  - (iv) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and

- (v) if the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
- (b) Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Deed for any supply made under or in connection with this Deed does not include GST.
- (c) To the extent that any supply made under or in connection with this Deed is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.
- (d) A party's right to payment under this Deed is subject to a valid tax invoice being delivered to the party who is the recipient of the taxable supply.
- (e) To the extent that a party is required to reimburse or indemnify another party for a loss, Cost or expense incurred by that other party, that loss, Cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

## 11. Notices

- (a) A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing.
- (b) In addition to any other method of service provided by Law, the Notice may be:
  - (i) sent by prepaid ordinary post to the address for service of the addressee, if the address is in Australia and the Notice is sent from within Australia;
  - (ii) sent by prepaid airmail to the address for service of the addressee, if the address is outside Australia or if the Notice is sent from outside Australia;
  - (iii) sent by email to the email address of the addressee;
  - (iv) delivered at the address for service of the addressee;
  - (v) delivered at the address for service of the addressee's solicitor.
- (c) A certificate signed by a party giving a Notice or by the solicitor or an officer or employee of that party stating the date on which that Notice was sent or delivered under clause 11(b) is prima facie evidence of the date on which that Notice was sent or delivered.
- (d) If the Notice is sent or delivered in a manner provided by clause 11(b), it must be treated as given to and received by the party to which it is addressed:
  - (i) if sent by post from within Australia to an address in Australia, on the 2nd Business Day (at the address to which it is posted) after posting;

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- (ii) if sent by post to an address outside Australia or sent by post from outside Australia, on the 5th Business Day (at the address to which it is posted) after posting;
- (iii) in the case of email:
- (A) if transmitted before 5:00pm (Perth time) on a Business Day: on that Business Day;
- (B) if transmitted after 5:00pm (Perth time) on a Business Day: on the next following Business Day;
- (C) if transmitted on a day not being a Business Day: on the next day being a Business Day,
- unless the sender receives notification from its email server or the other party's email server that the email is undeliverable or was not delivered.
- (iv) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (e) If a Notice is served by a method which is provided by Law but is not provided by clause 11(b), and the service takes place after 5pm on a Business Day, or on a day which is not a Business Day, it must be treated as taking place on the next Business Day.
- (f) A Notice sent or delivered in a manner provided by clause 11(b) must be treated as validly given to and received by the party to which it is addressed even if:
- (i) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
- (ii) the Notice is returned unclaimed.
- (g) The Grantor's address for service is:
- Name : The Chief Executive Officer  
Address : Civic Centre  
Cnr Sandgate Street and South Terrace  
South Perth WA 6151  
Email: [insert]
- (h) The Grantee's address for service is:
- Name : [insert]  
Address : 1 Amherst Street  
South Perth WA 6151  
Email: [insert]
- (i) A party may change its address for service or email address by giving Notice of that change to each other party.



- (j) If the party to which a Notice is intended to be given consists of more than 1 person then the Notice must be treated as given to that party if given to any of those persons.
- (k) A party may send a Notice in more than one way permitted under this Lease.
- (l) If a party sends the same Notice using more than one method, then the Notice is effective from the time that the receiver receives the first Notice.
- (m) Any Notice by a party may be given and may be signed by its solicitor.

## **12. General Clauses**

### **12.1 Further assurance**

Each party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.

### **12.2 Entire understanding**

This Deed:

- (a) constitutes the entire agreement and understanding between the parties on everything connected with the subject matter of this Deed; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

### **12.3 Non merger**

Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

### **12.4 No assignment**

This Option is personal to the Grantee and the Grantee must not assign, transfer, encumber or otherwise deal with the whole or any part of its interest in this Deed.

### **12.5 Variation**

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

### **12.6 Waiver**

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.

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- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

**12.7 No Agency or Partnership Relationship**

- (a) This Deed does not in any way or for any purpose constitute the Grantor a partner of the Grantee in relation to the Development or otherwise, or a joint venturer or a member of a joint enterprise with the Grantee.
- (b) The Grantee must not represent itself, and must ensure that its office bearers, members, employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the Grantor or as otherwise able to bind or represent the Grantor.
- (c) The Grantee is not by virtue of this Deed and is not deemed to be, an employee, partner, or agent of the Grantor, or have any power or authority to bind or represent the Grantor.

**12.8 Costs and duty**

- (a) Each party must bear its own costs and other expenses in respect of the preparation, negotiation and execution of this Deed and in respect of the Lease arising upon the exercise of the Option.
- (b) The Grantee must pay all duty (including any fines or penalties) payable on this Deed and in respect of the Lease.

**12.9 Governing law and jurisdiction**

- (a) The Law of Western Australia governs this Deed.
- (b) The parties submit to the non exclusive jurisdiction of the courts of Western Australia and of the Commonwealth of Australia.

**12.10 Severability**

If any provision in this Deed is unenforceable, illegal or void or makes this Deed or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this Deed remains in force.

**12.11 Counterparts**

- (a) This Deed may be executed in any number of counterparts.
- (b) Each counterpart is an original but the counterparts together are one and the same Deed.

**12.12 Deed and grant of Lease subject to WAPC consent**

- (a) If the consent of the WAPC is required to this Deed or the grant of the Lease, the Grantee will within 3 months after the date of this Deed apply to the WAPC for consent under section 140(1)(b) of the Planning and Development Act 2005 (WA).

- (b) If WAPC consent is required to this Deed or the grant of the Lease:
  - (i) the Grantor must promptly sign all documents and do all things reasonably required by the Grantee to procure the consent of the WAPC; and
  - (ii) this Deed and the Lease are conditional on that consent being obtained within 9 months after the date of the application being made to the WAPC under clause 12.12(a) or within such longer period as the parties may agree in writing.

#### **12.13 Section 18 Consent**

- (a) This Deed is subject to and conditional on the approval of the Minister under the Land Administration Act 1997 (WA).
- (b) Anything required to be done under this Deed by the Minister may be done by the Minister or the Minister's duly appointed delegate or duly appointed representative including execution of any other documents required to give further and greater effect to this Deed.

#### **12.14 Consents and approvals**

Where this Deed gives any party a right or power to consent or approve in relation to a matter under this Deed, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.



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## Schedule 1

### Reference Schedule

<b>Item 1 – Premises</b>	That part of the Land required to accommodate the construction, use and operation of the Development and being the indicative area shown hachured on the Draft Lease Plan.
<b>Item 2 – Option Fee</b>	\$1.00 plus GST.
<b>Item 3 – Expiry Date</b>	The date that is 3 (THREE) years after the Execution Date.
<b>Item 4 Licensed Area</b>	All other parts of the Land not subject to the Lease, being that indicative part of the Land that is not shown hachured on the Draft Lease Plan.

## Notice of Exercise of Option

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- A. Delivery of this notice is not an effective exercise of the Option unless the documents listed in it are delivered to the Grantor at the same time.
- B. Words that have a defined meaning in the Option Deed have the same meaning in this Notice.

Executed as a deed

The common seal of the **City of South** )  
**Perth** was hereunto affixed in the presence )  
of: )  
 )  
 )  
 )

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Print name in full

\_\_\_\_\_  
Print name in full

The common seal of **Wesley South Perth** )  
**Hockey Club Inc** was hereunto affixed to )  
this deed pursuant to the constitution of )  
Wesley South Perth Hockey Club (Inc) in )  
the presence of each of the undersigned )  
each of whom declares by the execution of )  
this document that he or she holds the )  
office in Wesley South Perth Hockey Club )  
(Inc) indicated under his or her name:

\_\_\_\_\_  
Signature of Office Holder

\_\_\_\_\_  
Signature of Office Holder

\_\_\_\_\_  
Print name of Office Holder

\_\_\_\_\_  
Print name of Office Holder

\_\_\_\_\_  
Address of Office Holder

\_\_\_\_\_  
Address of Office Holder

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Office Held

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## **Annexure A – Lease**

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## **Annexure B – Draft Lease Plan**

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## **Annexure C – Concept Plans**

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Confidential and Legally Privileged

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## **GROUND LEASE AND LICENCE**

**Collier Reserve**

**City of South Perth**  
(Lessor)

and

**Wesley South Perth Hockey Club Inc**  
(Lessee)

**JACKSON McDONALD**

Lawyers

225 St Georges Terrace  
PERTH, Western Australia 6000

Tel: 9426 6611 Fax: 9321 2002  
Ref: GSK:LHB:7178501

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THIS LEASE made the                      day of

BETWEEN:

The person described in Item 1 of the Schedule (**Lessor**);

and

The person described in Item 2 of the Schedule (**Lessee**).

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

In this Lease, the expression:

**"Accountant"** means a member of either the Institute of Chartered Accountants of Australia or the Australian Society of Certified Practising Accountants.

**"ADI"** has the meaning given to that term in the *Banking Act 1959* (Cth).

**"Approved Insurer"** means an insurance company authorised to carry on business under the *Insurance Act 1973* (Cth) and, with respect to insurances to be taken out by the Lessee, as approved by the Lessor without being unreasonable.

**"Assessment"** means an assessment, charge or levy issued by an Authority in respect of Rates and Taxes.

**"Authority"** means any government, statutory, public or other authority or body having jurisdiction over the Premises or any matter or thing relating to it including those assessing or imposing local authority or municipal rates, water rates and land tax and metropolitan region improvement tax and those providing or supplying Services and utilities to the Premises.

**"Bank Guarantee"** means an irrevocable and unconditional undertaking by an Australian bank as defined in the *Banking Act 1959* (Cth) to pay on demand the amount (if any) specified in Item 16 of the Schedule, which must:

- (a) be in favour of the Lessor;
- (b) guarantee the performance of the Lessee's Obligations;
- (c) not contain an expiry date; and
- (d) be on terms acceptable to the Lessor.

**"Business Day"** means a day, not being a Saturday, Sunday or public holiday in the State.

**"Claim"** means any claim, demand, legal proceedings or cause of action including any:

- (a) based in contract (including breach of warranty);
- (b) based in tort (including misrepresentation or negligence);

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- (c) under common law or in equity; or
- (d) under any Law arising from a breach of warranty, representation, covenant under, or term of, this Lease.

**"Commencement Date"** means the date specified in Item 7 of the Schedule.

**"Construction Contractor"** means a contractor appointed by the Lessee to undertake any part of the Development Works.

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

**"Default Rate"** means 15% per annum.

**"Defects Liability Period"** means the period of 12 months beginning from Practical Completion.

**"Development"** means the Lessee's development of the Premises for the purpose of club facilities and an artificial hockey field (including lighting), which the Lessee must complete in accordance with:

- (a) the Development Approval; and
- (b) the Tree Management Plan; and
- (c) the requirements of this Lease.

**"Development Works"** means the works necessary to construct and complete the Development in accordance with this Lease.

**"Development Approval"** means the approval under the *Planning and Development Act 2005* (WA) or any planning scheme that has effect under that Act in relation to the Development (including the approved development application plans and specifications forming part of the Lessee's development application) and annexed to this Lease as Annexure F.

**"Environmental Law"** means:

- (a) all Laws relating to town planning, the environment, noise, development, construction of structures, health, contamination, radiation, pollution, waste disposal, land management and Hazardous Materials;
- (b) all conditions of all consents, approvals, authorisations, licences and permits issued under any law in clause (a); and
- (c) regulations and any order, guideline, notice, direction or requirement of any Authority in relation to these matters.

**"Event of Default"** means each event described in clause 11.1.

**"Expert Determination Process"** means the process and procedure for expert determination of disputes arising under this Lease as set out in Annexure E.

**"Final Period"** means the period from and including the 1st day of July immediately preceding Termination up to the date of Termination.

**"Force Majeure"** means any of the following circumstances:

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- (a) act of God;
- (b) act of war declared or undeclared;
- (c) accident, fire, explosion, epidemic;
- (d) public disorder;
- (e) riot, civil disturbance, insurrection, rebellion, sabotage or act of terrorism;
- (f) flood, earthquake, hail, lightning, severe weather conditions or other natural calamity,

but this definition does not include the following instances:

- (g) strike, boycott or other labour disturbance;
- (h) non-availability of materials or labour; or
- (i) the non-availability of funds.

**"Further Term"** means the further term or terms (if any) specified in Item 14 of the Schedule.

**"Hazard"** means any thing occurring on or emanating from the Premises that may result in injury to a person or harm to the health of a person.

**"Hazardous Material"** means any substance, gas, liquid, chemical, mineral or other physical or biological matter that is:

- (a) or may become toxic, flammable or inflammable;
- (b) otherwise dangerous, harmful to the environment or any life form or which may cause pollution, contamination or any Hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment; or
- (c) a material or compound controlled, prohibited or regulated from time to time by any Environmental Law.

**"Hockey Permitted Period"** means the period specified in Item 19 of the Schedule.

**"Improvements"** means all buildings, structures, fixtures and other improvements constructed or installed on the Premises by the Lessee.

**"Insolvency Event"** means:

- (1) In the case of a body corporate:
  - (a) an application is made to a court for an order or an order is made that the body corporate be wound up;
  - (b) an application is made to a court for an order appointing a liquidator or provisional liquidator of the body corporate or one is appointed, whether or not under an order;
  - (c) a meeting is convened or a resolution is passed to appoint an administrator of the body corporate;

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- (d) the body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration or arrangement involving any of them, except if done to reconstruct or amalgamate while solvent, on terms approved by the Lessor;
  - (e) the body corporate proposes to or enters into a deed of company arrangement with or for the benefit of all or any class of its creditors without the consent of the Lessor;
  - (f) a resolution is passed to wind up or dissolve the body corporate;
  - (g) the body corporate is dissolved;
  - (h) the body corporate is insolvent within the meaning of that expression in section 95A(2) of the Corporations Act or any event mentioned in paragraphs (a) to (f) inclusive of section 459C(2) of the Corporations Act occurs in respect of the body corporate;
  - (i) the appointment of an administrator or a controller, as defined by the Corporations Act, in respect of the body corporate, or a receiver, or manager, or receiver and manager of the whole or part of the assets and undertaking of the body corporate; or
  - (j) anything analogous or having a substantially similar effect to any event specified above happens under the Law of any applicable jurisdiction; and
- (2) In the case of an individual:
- (a) the individual proposes or enters into a deed of arrangement, composition with or deed of assignment or an assignment for the benefit of all or any of the individual's creditors or any class of creditors;
  - (b) the individual commits an "act of bankruptcy" as that term is defined in the *Bankruptcy Act 1966* (Cth); or
  - (c) anything analogous or having a substantially similar effect to any event specified above happens under the Law of any applicable jurisdiction.

**"Insurable Risks"** means:

- (a) the risk of:
  - (i) loss of Rent;
  - (ii) loss or damage to any of the Improvements from all insurable causes where the Lessor is not satisfied (acting reasonably) that the Lessee has effected adequate insurance cover;
  - (iii) an event which would be covered by Lessor's public liability insurance; and
- (b) any other risk related to the Lessor's interest in the Premises.

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**"Insurance Premiums"** means the premiums for all insurance effected by the Lessor for those Insurable Risks determined necessary by the Lessor (acting reasonably).

**"Insured Amount"** means the amount specified in Item 11 of the Schedule.

**"Land"** means Lot 502 on Deposited Plan 416118 being the whole of the land comprised in Certificate of Crown Land Title Volume LR3170 Folio 622.

**"Laws"** means all statutes, rules, regulations, proclamations, ordinances or by-laws present or future of the State and, where applicable, the Commonwealth, and any amendment or re-enactment of them for the time being in force.

**Laydown Access Period** means the period of time commencing on the Commencement Date and expiring on the earlier date of:

- (a) Practical Completion; and
- (b) the third anniversary of the Commencement Date.

**Laydown Area** means that portion of the Land adjacent to the Premises as shown hachured on the Laydown Area Plan.

**Laydown Area Plan** means the plan annexed to this Lease as Annexure D.

**"Lease"** means this deed as amended, varied or supplemented from time to time including the licence, any schedule or annexure, however it is not limited to the legal estate created on registration but also includes any tenancy or other right whether legal, equitable or otherwise under which the Lessee occupies or is entitled to occupy the Premises, including a tenancy for a fixed term, a periodic tenancy or a tenancy at will.

**"Lease Year"** means:

- (a) the Preliminary Period;
- (b) each consecutive period of 12 months from and including the 1st day of July in each year during the Term; and
- (c) the Final Period.

**"Lessee"** means the person specified in Item 2 of the Schedule and that person's successors, executors, administrators and permitted assigns and, where not contrary to the context, includes any sub-lessee.

**"Lessee's Obligations"** means the several obligations contained or implied in this Lease and on the part of the Lessee to be observed or performed.

**"Lessor"** means the person specified in Item 1 of the Schedule and that person's successors, executors, administrators, assigns and transferees and includes the person entitled to possession of the Premises at Termination.

**"Lessor's Fixtures"** means the fixtures, fittings, plant and equipment belonging to the Lessor from time to time located or contained in or servicing the Premises.

**"Licenced Area"** means that part of the Land as described in Item 3 of the Schedule.

**"Licensed Area Plan"** means the plan annexed as Annexure C.

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**"Licencing Authority"** means, as the case requires, the Liquor Commission or the Director of Liquor Licencing, as constituted or appointed under the Liquor Act.

**"Liquor Act"** means the *Liquor Control Act 1988*.

**"Liquor Licence"** means the liquor licence issued under the Liquor Act in respect of the Premises.

**"Local Government Laws"** means any statute, rule, regulation, proclamation, ordinance, scheme or by-law present or future of Western Australia and, where applicable, the Commonwealth, and any amendment or re-enactment of them for the time being in force, which confers any responsibility, function, duty, obligation or right on any local government established under the *Local Government Act 1995* (WA)

**"month"** means a calendar month.

**"Notice"** means a notice complying with clause 16.10.

**"Option Agreement"** means the Option to Lease dated [insert] between the Lessor as grantor and the Lessee as grantee and includes any extensions, variations or other documents supplemental to that agreement.

**"OSH Incident"** means a "notifiable incident" as that term is defined in the *Work Health and Safety Act 2020* (WA).

**"OSH Legislation"** means all Laws regarding work health and safety that apply to the Premises from time to time, including:

- (a) all Australian Standards or Codes of Practice referred to or made under those work health and safety Laws; and
- (b) all licenses, terms or conditions issued to or imposed on the Lessor, the Lessee or any Permitted Person by an Authority pursuant to those work health and safety Laws.

**"Party"** means the Lessor or the Lessee according to the context.

**PC Latest Date** means the date specified in Item 6 of the Schedule.

**"Permitted Person"** means any employee, agent, contractor, customer, invitee, licensee or visitor of the Lessee, including the employees and sub-contractors of the Lessee's agents and contractors.

**"Permitted Purpose"** means the purpose specified in Item 12 of the Schedule.

**"PPSA"** means the *Personal Property Securities Act 2009* (Cth).

**"Practical Completion"** means:

- (a) the Lessee's builder or architect has certified that practical completion of the Development has been achieved; and
- (b) the relevant Authority has issued a certificate of occupancy in respect to the building constructed by the Lessee on the Premises as part of the Development.

**"Preliminary Period"** means the period commencing at midnight on the day preceding the Commencement Date and expiring at midnight on the next 30th June.

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**"Premises"** means the premises described in Item 4 of the Schedule and includes all buildings and improvements on the Premises.

**"Premises Plan"** means the plan annexed as Annexure B.

**"Rates and Taxes"** means the aggregate in each Lease Year of all:

- (a) council rates and charges payable to the relevant Authority including charges for rubbish removal;
- (b) water drainage and sewerage rates payable to the relevant Authority for the supply of water including meter fees and charges for the disposal of storm water and sewerage and charges for water consumption;
- (c) land tax and charges (State or Commonwealth) and Metropolitan Region Improvement Tax calculated on the basis of the Premises being the only property owned by the Lessor in the State; and
- (d) any other rate tax or imposition,

levied, charged or assessed in respect of the Premises, or the ownership or occupation of them.

**"Related Body Corporate"** has the meaning given in section 9 of the Corporations Act as at the date of this Lease.

**"Rent"** means the rent which as at the Rent Commencement Date is the amount specified in Item 9 of the Schedule.

**"Rent Commencement Date"** means the date specified in Item 10 of the Schedule.

**"Repainting Dates"** means each date specified in Item 17 of the Schedule.

**"Requirements"** means every condition of approval or consent, requirement, notice, order or direction of any Authority.

**"Security Deposit"** means the amount (if any) specified in Item 13 of the Schedule.

**"Security Interest"** has the meaning given to that term in the PPSA.

**"Services"** means all utilities and services supplied to or in the Premises including gas, water, drainage, electricity and telecommunications.

**"Special Conditions"** means the terms and conditions (if any) specified in Item 15 of the Schedule.

**"State"** means the State of Western Australia.

**"Substantial Commencement"** means completion of:

- (a) the site works with respect to the Development; and
- (b) the structural works to the ground floor slab level (including the pouring of the ground floor slab) in relation to the building to be constructed on the Premises as part of the Development.

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**"Term"** means the term of this Lease specified in Item 8 of the Schedule and where the context permits includes any Further Term, any other renewal of this Lease and any period of holding over.

**"Termination"** means the expiry by passage of time or the sooner determination of the Term or any Further Term.

**"Tree Management Plan"** means the tree management plan for the Development annexed to this Lease as Annexure G.

**"Valuer"** means a person who:

- (a) is licensed under the *Land Valuers Licensing Act 1978* (WA); and
- (b) has not less than 5 years experience in the valuation of rental for commercial premises (including not less than 2 years experience in the State); and
- (c) is a member of the Australian Property Institute (Inc) (Western Australia Division).

**"Works Conditions"** means that:

- (a) the works must be performed:
  - (i) at the Lessee's cost (including the Lessor's reasonable costs incurred in connection with the works, which include the Lessor's reasonable administrative and other reasonable costs of giving consent and the reasonable fees of any architect or other consultant used by the Lessor in connection with the works);
  - (ii) in a proper and workmanlike manner, in accordance with all relevant Australian Standards and to the satisfaction of the Lessor, acting reasonably;
  - (iii) by a contractor:
    - A. nominated by the Lessee and approved by the Lessor, acting reasonably; and
    - B. who has provided evidence to the Lessor that it carries a policy covering public liability with a level of cover acceptable to the Lessor and appropriate contract construction risk, workers compensation and other usual insurances, which note the interest of the Lessor;
  - (iv) under the supervision of a person nominated by the Lessee and approved by the Lessor, acting reasonably;
  - (v) in accordance with all Laws and Requirements;
  - (vi) in accordance with plans and specifications approved by the Lessor (which approval must not be unreasonably withheld) and subject to any conditions that the Lessor imposes on its consent (which conditions (if any) must be reasonable); in accordance with and only after obtaining the approvals of all relevant Authorities; and
  - (vii) only after providing copies to the Lessor of all approvals from relevant Authorities in relation to the works before carrying out the works.

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- (b) once the works are complete the Lessee must:
  - (i) provide as-built drawings for all Improvements and any changes to the Services to the Lessor; and
  - (ii) provide copies of all certificates of compliance from relevant Authorities in relation to the works within a reasonable period as nominated by the Lessor (but in any event within 40 Business Days after completion) to the Lessor.

## **1.2 Interpretation**

In this Lease, unless the context otherwise requires:

- (a) The singular includes the plural, a gender includes every other gender and words importing persons include bodies corporate.
- (b) "including" means "including, but not limited to".
- (c) "person" means a person, partnership, joint venture, unincorporated association, corporation and a government or statutory body or an Authority.
- (d) A covenant entered into by more than one person is deemed to be entered into by them jointly and each of them severally.
- (e) If the date on or by which any amount is payable or any act or thing must be done under this Lease is not a Business Day, the payment must be made or the act or thing must be done on or by the next Business Day.
- (f) The Lessee's Obligations are binding on, and enforceable against the Lessee as defined in this Lease and any occupier of the Premises from time to time.
- (g) The headings and an index have been inserted for convenience only and are not to be taken into account in interpreting this Lease.
- (h) Reference to a clause is a reference to a clause or sub-clause of this Lease and a reference to a paragraph is a reference to a paragraph of the clause or sub-clause in which the reference occurs.
- (i) A reference to a schedule or annexure means a schedule or annexure to this Lease.
- (j) Where a word or expression is defined in this Lease, another part of speech or grammatical form of that word or expression has a corresponding meaning.
- (k) Reference to a body, organisation or rating tool includes, if it has ceased to exist or to be relevant, that body, organisation or rating tool's successor or replacement, or, if none, the body, organisation or rating tool that is most appropriate, as determined by the Lessor acting reasonably.

## **1.3 Inconsistency with Statutory Provisions**

In the event of any inconsistency between:

- (a) an obligation, right or power of either the Lessee or the Lessor under this Deed; and
- (b) an obligation, right or power of the Lessor under the Local Government Laws,

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then the obligation, right or power of the Lessor under the Local Government Laws prevails

**1.4 No fettering**

Nothing in or arising out of this Deed in any way:

- (a) diminishes the Lessor's rights and powers; or
- (b) fetters any discretion that the Lessor has,  
under the Local Government Laws.

**2. GRANT AND TERM**

**2.1 Grant**

The Lessor leases the Premises to the Lessee and the Lessee takes a lease of the Premises:

- (a) for the Term;
- (b) at the Rent; and
- (c) subject to the terms of this Lease.

**2.2 Commencement Date**

This Lease commences on the Commencement Date.

**2.3 Licensed Area**

- (a) The Lessor grants to the Lessee from the Commencement Date and for the duration of the Term, a licence to use the Licensed Area for hockey activities subject to the Lessee complying with its obligations under this Lease.
- (b) The licence conferred by this clause 2.3 is non-exclusive in relation to the Licensed Area, subject to the Lessee having priority access and usage rights during the Hockey Permitted Period.
- (c) The Lessee acknowledges and agrees that the Licensed Area must be available for use by members of the general public for passive recreational activities including walking, running, physical exercise and dog walking at all times when the Licensed Area is not being used by the Licensee for hockey activities.

**3. RENT**

**3.1 Rent**

The Lessee must, if demanded in writing by the Lessor, pay the Rent to the Lessor, or as otherwise directed in writing, during the Term and otherwise so long as the Lessee remains or is entitled to remain in possession of the Premises .

**3.2 Payment of Rent**

- (a) The Rent is payable, in full, as a lump sum on the Commencement Date.

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- (b) The Rent must be paid:
  - (i) without any deduction or set-off, whether arising at Law or in equity;
  - (ii) subject to paragraph (iii), to the Lessor at its address stated in this Lease or at any other address as may be notified in writing to the Lessee; and
  - (iii) if requested by the Lessor, by direct debit from the Lessee's bank account into a bank account nominated by the Lessor.

#### **4. OTHER PAYMENTS**

##### **4.1 Outgoings**

- (a) The Lessee must pay to the Lessor on demand all outgoings and operating expenses expended, provided or incurred by the Lessor in respect of the Premises.
- (b) The Lessee must pay to the Lessor on demand a percentage of all outgoings and operating expenses expended, provided or incurred by the Lessor in respect of the Premises and other land, being the percentage that the area of the Premises bears to the area of the Premises and that other land, as certified and determined by the Lessor, whose certificate and determination in the absence of manifest error will be final and binding on the Lessee.
- (c) The outgoings and operating expenses expended, provided or incurred by the Lessor in respect of the Preliminary Period and the Final Period will be apportioned on a daily basis in respect of periods less than 12 months.

##### **4.2 Rates and Taxes**

- (a) The Lessee must pay to the relevant Authority on or before the date specified by it for payment every Assessment issued for the Premises in each Lease Year.
- (b) If no separate Assessment issues for the Premises the Lessee must pay to the Lessor on demand the same proportion of the Assessment, as the area of the Premises bears to the area the subject of the Assessment, as certified and determined by the Lessor, whose certificate and determination in the absence of manifest error will be final and binding on the Lessee.
- (c) The Lessee's portion of Rates and Taxes for the Preliminary Period and the Final Period will be apportioned on a daily basis in respect of periods less than 12 months.

##### **4.3 Services**

- (a) The Lessee must pay to the relevant Authority on or before the date specified by it for payment, all charges and meter rentals for all utilities and Services consumed on or for the Premises.
- (b) Despite any other term of this Lease, the Lessor will not be liable to the Lessee for any failure (either total or partial) in the supply of Services resulting from:
  - (i) failure of the relevant Authority to supply Services to the Lessor or the Lessee;

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- (ii) war, riot, Act of God, force majeure or accident or interference with or breakdown from a cause arising in any part of the relevant Authority's or the Lessor's installations or equipment relating to the Services;
- (iii) wrongful or improper use of equipment relating to any Services by the Lessee; or
- (iv) any other cause beyond the Lessor's reasonable control.

#### **4.4 Insurance Premiums**

The Lessee must pay to the Lessor on demand in each Lease Year the cost of the Insurance Premiums.

#### **4.5 Insurance**

The Lessee must pay to the insurer on or before the date specified by it for payment, all premiums as and when owing for the insurance policies taken out and maintained by the Lessee under the Lessee's Obligations.

#### **4.6 Legal costs**

Each party must bear its own costs and other expenses in respect of the preparation, negotiation and execution of the Lease.

#### **4.7 Charges and expenses arising through default etc**

The Lessee must pay to the Lessor on demand by it, all legal and other costs charges and expenses for which the Lessor is liable in connection with:

- (a) any Event of Default by the Lessee including all costs, charges and expenses, solicitor's costs and surveyors fees incurred by the Lessor for the purpose of the preparation and service of a notice under section 81 of the *Property Law Act 1969* (WA) or otherwise and requiring the Lessee to remedy an Event of Default and even if forfeiture for the Event of Default is avoided otherwise than by relief granted by a Court;
- (b) the exercise or attempted exercise of any power right or remedy of the Lessor under this Lease arising from any Event of Default by the Lessee;
- (c) obtaining or attempting to obtain payment of the Rent or any other money to be paid under this Lease; and
- (d) any Claim concerned with any matter referred to above or any other matter in connection with this Lease, including legal costs and disbursements calculated on the greater of a solicitor and own client basis or an indemnity basis, which the Lessor has paid or pays to any other person provided they are of a reasonable amount and have been reasonably incurred, however this clause will not apply if the Lessee is awarded costs as against the Lessor in any Claim, or if the Lessor discontinues its Claim for any reason.

#### **4.8 Interest on arrears**

If any money is owing by the Lessee to the Lessor but is unpaid in breach of the provisions of this Lease, the Lessee must pay interest to the Lessor on the outstanding money at the Default Rate calculated daily on the money from the due date for payment until actual payment of the money and interest on it.

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#### **4.9 GST Liability**

- (a) Any reference in this clause to terms defined or used in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") is, unless the context indicates otherwise, a reference to that term as defined or used in the GST Act.
- (b) Any amount referred to in this Lease which is relevant in determining a payment to be made by a Party to another is exclusive of any GST unless indicated otherwise.
- (c) The Parties agree that:
  - (i) GST is payable in respect of any taxable supply made under this Lease;
  - (ii) in respect of any taxable supply made under this Lease, the recipient must pay to the supplier the amount equal to the GST liability on that taxable supply at the same time as the recipient is required to pay the consideration for that taxable supply to the supplier under this Lease. The GST liability for any taxable supply is:
    - A. where the consideration is exclusive of GST, the amount equal to the rate of GST multiplied by the consideration attributable to the taxable supply made by the supplier to the recipient; or
    - B. where the consideration is inclusive of GST, the amount determined in accordance with the GST Act;
  - (iii) if a Party is entitled to be reimbursed for an expense or outgoing incurred in connection with this Lease, the amount of the reimbursement will be net of any input tax credits which may be claimed by the Party being reimbursed or the representative member of the GST Group in which that Party is a member in relation to that expense or outgoing;
  - (iv) the supplier must issue:
    - A. a tax invoice to the recipient of any taxable supply in respect of that taxable supply; and
    - B. any relevant adjustment note to the recipient of a taxable supply in respect of any adjustment that arises from an adjustment event relating to that taxable supply; and
  - (v) any review or adjustment of any consideration payable for a taxable supply must take into account that this clause requires an adjustment of that consideration and must take account of any adjustment to that consideration which has already been or is required to be determined, under the provisions of this clause.

#### **5. INDEMNITY AND INSURANCE PROVISIONS**

##### **5.1 Lessee's Indemnity**

- (a) Except to the extent caused by any act, neglect, default or omission of the Lessor, or its agents, contractors or employees, the Lessee indemnifies the Lessor and the Minister for Lands against all Claims which the Lessor and the

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Minister for Lands may incur in connection with the loss of life, or personal injury, or damage to any property (wheresoever occurring) arising out of any occurrence at the Premises or the use by the Lessee of the Premises to the extent occasioned by any act, neglect, default or omission by the Lessee or by a Permitted Person or by any other person on the Premises with the Lessee's express or implied consent.

- (b) The Lessee indemnifies the Lessor and the Minister for Lands against all loss and damage to the Premises caused by the negligent use or misuse, waste or abuse of any Services supplied to the Premises or to the Lessee in connection with the Premises and the Improvements or the use of the Premises and the Improvements or by faulty fittings, or fixtures relating to any Services fixed or installed in the Premises or in the Improvements by the Lessee or by a Permitted Person.
- (c) To the extent permitted by Law, the Lessee indemnifies the Lessor and the Minister for Lands from and against all Claims, including legal and investigative costs and expenses, relating to any:
  - (i) loss (including loss of use), injury or damage of or to any property;
  - (ii) death or illness of or injury to any person; or
  - (iii) any inquiry, investigation, notice, direction, order, proceeding or prosecution instituted under or in relation to the OSH Legislation or the *Coroners Act 1996 (WA)*,

directly or indirectly caused by, arising out of, or in connection the Lessee's or a Permitted Person's use of the Premises.

## **5.2 Indemnity Policy**

The Lessee must, before the Commencement Date, take out and at all times keep in force to the satisfaction of the Lessor with an Approved Insurer, on behalf of the Lessee and the Lessor and for their respective rights and interests, a public liability policy on a "losses occurring basis" with a cover for any one occurrence of not less than the Insured Amount or a greater amount as the Lessor may reasonably require.

## **5.3 Insurance against fire and other risks**

- (a) The Lessee must, before the Commencement Date, take out and at all times keep in force on a "losses occurring basis" to the satisfaction of the Lessor with an Approved Insurer, on behalf of the Lessee and the Lessor and for their respective rights and interests:
  - (i) a policy of insurance to cover all Improvements and all the Lessee's fixtures, fittings, equipment and furnishings and stock against loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rainwater, earthquake, riot, civil commotion, malicious damage, impact by vehicles, sprinkler leakage, water damage, aircraft and articles dropped from aircraft and other risks against which in the opinion of the Lessor a tenant may and does ordinarily insure in the full replacement value; and
  - (ii) a policy of employer's indemnity insurance.
- (b) In case of destruction of or damage to any Improvements or other property referred to in paragraph (a) from any cause covered by the insurance effected

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by the Lessee under paragraph (a) the Lessee must expend all money received from the insurance in re-instating or replacing it and make up any deficiency out of the Lessee's own money.

- (c) To secure the Lessee's obligations under paragraph (b), the Lessee must deposit all money received from the insurance in an ADI account separate to any other account operated by the Lessee and hold that money on trust for the Lessor. The Lessee grants to the Lessor a Security Interest in the ADI account and the debt owed to the Lessee by the ADI to secure the Lessee's obligations under this clause.
- (d) The Lessee acknowledges and agrees that in relation to any claim the Lessee makes on any policy of insurance the Lessee is required to maintain under this Lease, regardless of:

- (i) whether the Lessee's insurance policies respond or not; and
- (ii) the reason why the insurance policies respond or fail to respond,

the Lessee is not released (in whole or in part), from any of its obligations under any of the indemnities set out in this Lease, or generally.

#### **5.4 Insurance for Development Works**

- (a) The Lessee must ensure that the Construction Contractor effects and maintains the following insurances:
  - (i) public liability for an amount of not less than \$20,000,000.00 for any one claim, noting the interests of the Lessor as the relevant management body of the Land and including the Lessee as an insured party;
  - (ii) contractors' all risk insurance in respect of the Development Works to the full value of the Development Works, noting the interests of the Lessor as the relevant management body of the Land and including the Lessee as an insured party;
  - (iii) professional indemnity insurance for not less than \$5,000,000.00 for any one claim until the end of the Defects Liability Period, noting the interest of the Lessor as the relevant management body of the Land and including the Lessee as an insured party; and
  - (iv) all relevant workers compensation insurance.
- (b) Where any contractor (other than the Construction Contractor) is engaged to carry out any part of the Development Works, the Lessee must ensure that contractor also effects insurances consistent with clause 5.4(a).
- (c) The relevant insurance policies referred to in clause 5.4(a) must be effected prior to commencement of the Development Works and must be maintained until completion of the Development Works.
- (d) The Lessee must procure and provide the Lessee with copies of the certificates of currency relating to all relevant insurance policies on request including evidence of insurances required to be procured under the relevant construction contract between the Lessee and the Construction Contractor for the Development Works.

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### **5.5 Lessor's rights**

If the Lessee does not take out and keep in force any policy of insurance in accordance with clauses 5.2 and 5.3, the Lessee:

- (a) irrevocably appoints the Lessor its attorney to do all things and sign all documents necessary to give effect to this clause, at the Lessee's cost; and
- (b) assigns to the Lessor all its rights and benefits under the policy of insurance, including the right to any money received by the Lessee, to secure the Lessee's obligations under clauses 5.2 and 5.3.

### **5.6 Produce policies and receipts for premiums**

The Lessee must, before the Commencement Date, produce to the Lessor certificates of currency issued by an Approved Insurer, and at any time on demand the original of, any policies of insurance required to be taken out by the Lessee under this Lease and the receipts relating to the payment of premiums on them and on demand produce annual certificates of renewal for them and on demand produce certificates of currency for them.

### **5.7 Increase in Lessor's fire insurance premium**

- (a) The Lessee must not bring onto or keep in the Premises any thing of a flammable, dangerous or hazardous nature and not without the written consent of the Lessor bring onto or keep any thing or do any act in the Premises which may increase the rate of the Insurance Premiums.
- (b) If the Lessee or a Permitted Person brings onto or keeps in the Premises any thing of the nature described in paragraph (a) or does any such act in the Premises, then without limiting any other rights of the Lessor, the Lessee must, on demand, pay to the Lessor the amount of any increased premium.
- (c) If the Lessee or a Permitted Person does or permits to be done any act which has the effect of invalidating or avoiding any policy of insurance taken out by the Lessor, then without limiting any other right of the Lessor, the Lessee will be responsible for, and must pay and discharge on demand, any damage or loss which the Lessor suffers as a result.

### **5.8 Insurance**

Each Party must pay to the insurer before the date specified by it for payment, all premiums as and when owing for the insurance policies to be taken out and maintained by that Party under this Lease.

## **6. REPAIR AND MAINTENANCE BY LESSEE**

### **6.1 Repair and Maintain**

- (a) The Lessee must at the Lessee's own expense repair and maintain the Premises and the Lessee's fixtures, fittings, equipment, furnishings and Improvements so that:
  - (i) they remain in good and substantial repair, order and condition; and
  - (ii) the Premises are maintained in a condition that is as near to new as is reasonably possible

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- (b) The obligations of the Lessee under clause 6.1(a):
  - (i) require the Lessee to repair and make good any damage or disrepair caused by an Insurable Risk;
  - (ii) extend to repairs due to fair wear and tear;
  - (iii) extend to capital work and to repairs of structural damage; and
  - (iv) require the Lessee to rectify defects in the Premises and the Improvements.
- (c) The Lessor has no obligation to:
  - (i) repair and maintain the Premises or the Improvements;
  - (ii) undertake any capital work or repairs of a structural nature; or
  - (iii) rectify any defects in the Premises or the Improvements,irrespective of the reason why the work is required.

## **6.2 Repaint**

The Lessee must on each Repainting Date (or more often if reasonably necessary) and at least once during the last 3 months of the Term paint, colour, varnish and paper all parts of the Premises that have been previously or at that time are painted, coloured, varnished or papered, and all work must be carried out in a good and workmanlike manner and with good quality and suitable materials in colours first approved by the Lessor.

## **6.3 Clean**

The Lessee must:

- (a) keep the Premises and immediate surroundings in a thorough state of cleanliness and in a condition that does not pose any risk to the health or safety of any person; and
- (b) not allow any rubbish, trade waste, cartons, boxes, containers, produce or accumulation of useless property within the Premises or in their vicinity and not leave rubbish bins or other containers outside the Premises except in areas from time to time designated for the purpose by the Lessor.

## **6.4 Keep drains in repair**

The Lessee must:

- (a) keep and maintain the waste pipes, drains and conduits originating in the Premises or connected to them and the grease traps serving the Premises in a clean, clear and free flowing condition and employ licensed trades people to clear any blockages which may occur in them within the external boundaries of the Premises;
- (b) not without the prior consent of the Lessor interfere with any drainage or water supply facilities to or in the Premises or with any appurtenance to them; and

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- (c) pay to the Lessor on demand by it the cost of clearing any blockages caused or contributed to by any neglect or default on the part of the Lessee or its Permitted Persons which occurs in any waste pipe, drain or conduit referred to in this clause between the external boundary of the Premises and their point of entry into any trunk main.

#### **6.5 Lessor's right to view**

The Lessee must allow the Lessor and its Permitted Persons to enter the Premises at all reasonable times and on reasonable notice to view the state of repair of the Premises.

#### **6.6 Lessor's right to repair**

If the Lessee fails to remedy any Event of Default as to repairs within 10 Business Days after the date of service of a notice on the Lessee requiring the Lessee to remedy the Event of Default, the Lessee must allow the Lessor and its Permitted Persons (but the Lessor is not under any obligation to do so) to enter the Premises at any time with all necessary materials and appliances and to execute all or any required repairs as the Lessor thinks fit and pay to the Lessor on demand the cost of the repairs.

#### **6.7 Lessor's right to carry out emergency repair**

- (a) In addition to the rights of the Lessor to enter after notice to the Lessee, the Lessee must allow the Lessor and its Permitted Persons to enter the Premises at all times with all necessary materials and appliances and without previous notice to carry out any repairs which in the Lessor's opinion are of an emergency nature.
- (b) If the Lessor carries out any repairs under this power which should under the Lessee's Obligations be carried out by the Lessee, then the Lessee must pay to the Lessor on demand the cost of the repairs.

#### **6.8 Lessor not obliged to repair Premises**

- (a) Nothing in this Lease requires the Lessor to, and the Lessee agrees that the Lessor is not required to:
  - (i) do or be liable for any repair or maintenance of the Premises or the Improvements;
  - (ii) do or be liable for any capital or structural works, alterations, additions or improvements;
  - (iii) replace or upgrade anything at or on the Premises;
  - (iv) do anything to the Services at or on the Premises; or
  - (v) incur any cost or expense in relation to the Premises or anything occurring at the Premises.
- (b) In the event of any inconsistency between the terms of this Lease and this clause 6.8, this clause 6.8 will prevail.

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## **7. USE OF PREMISES BY LESSEE**

### **7.1 No Works**

Subject to clause 7.3(c), the Lessee must not construct or install any Improvements, or carry out any other works on the Premises, unless the Lessee:

- (a) obtains the Lessor's prior written consent, which:
  - (i) may be granted or withheld at the Lessor's discretion;
  - (ii) may be given conditionally or unconditionally in all cases; and
- (b) in constructing or installing any Improvements or carrying out any works, complies with the Works Conditions.

### **7.2 Comply with Laws and Requirements**

- (a) The Lessee must use the Premises only for lawful purposes.
- (b) The Lessee must punctually comply with and observe at the Lessee's expense all present and future Laws and Requirements which relate to the Premises or their use or the number or sex of the people working in or from or at any time occupying or visiting the Premises, including any notice requiring the carrying out of any repairs or alterations to any Improvements.
- (c) All works which the Lessee is required to carry out under this clause must be carried out in accordance with the Works Conditions.

### **7.3 Lessee's Development obligations**

- (a) The Lessee must achieve Substantial Commencement as soon as practicable; and
- (b) After the Lessee achieves Substantial Commencement, the Lessee must continuously construct the Development until it achieves Practical Completion.
- (c) The Lessor and Lessee acknowledge and agree that provided the Lessee complies with its obligations in this clause 7.3, the Lessee is not required to obtain the Lessor's prior written consent before carrying out any works required for the Development.
- (d) In carrying out the Development, the Lessee must:
  - (i) undertake that Development in accordance with and only after obtaining the approvals of all relevant Authorities;
  - (ii) comply with all Laws and Requirements;
  - (iii) ensure that the Development is in accordance with the Permitted Purpose; and
  - (iv) ensure that the Development Works are carried out in accordance with the Works Conditions.
- (e) The Lessee must achieve Practical Completion by the PC Latest Date.

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- (f) If the Lessee does not achieve Practical Completion by the PC Latest Date, the Lessor may terminate this Lease by giving notice to the Lessee:
- (g) If this Lease is terminated by the Lessor under clause 7.3(f) then:
  - (i) this Lease is terminated from the date the notice is given; and
  - (ii) the Lessee must promptly deliver to the Lessor a signed surrender of this Lease.

#### **7.4 Obligations during the Development Works**

While the Development Works are being carried out:

- (a) the Lessee must, and must ensure that all Permitted Persons:
  - (i) comply with rules and other requirements reasonably imposed by the Lessor in connection with the Development Works (such as the work health and safety procedures, infection control measures, security and emergency procedures and procedures for delivering and transporting goods and materials);
  - (ii) comply with all Laws and requirements in connection with the Development Works;
  - (iii) inform the Lessor of any material damage to the Premises or the Land or of a fault or damage to any Service as soon as the Lessee becomes aware of it;
  - (iv) cause as little as possible disruption and inconvenience to events, functions, other operations or other development on the Land and any other land adjoining or in close proximity to the Land;
  - (v) use the Services only for their designated use;
- (b) The Lessee must promptly repair at the Lessee's expense any damage to the Land, or land adjoining or in close proximity to the Land (including but not limited to damage to existing structures or infrastructure), to the extent that it is caused or contributed by the Development Works being carried out or by the act, omission, negligence or default of the Lessee or any Permitted Person.
- (c) The Lessee must maintain at all times full supervision of the Development Works by suitably qualified, experienced and competent contractors.

#### **7.5 Site Conditions**

- (a) The Lessee acknowledges that it has:
  - (i) had access to the Land and has carried out its own inspections of the Land and conducted its own enquiries in order to establish, understand and satisfy itself as to the nature and status of the Land and all risks and contingencies associated with the Land and the Development; and
  - (ii) examined all reasonably available information, currently in the public domain, relevant to the risks, contingencies and other circumstances

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having an effect on the Development and obtainable by making reasonable enquiries.

- (b) The Lessee accepts sole responsibility for and assumes the risk of all costs, losses and expenses and delays arising out of the physical conditions and characteristics of the Land and its surroundings (and any consequential loss and delays), including but not limited to inclement weather, wind, water, atmospheric and sub-surface conditions and characteristics encountered in the execution of the Development Works.
- (c) Without limiting the generality of clause 7.5(b), the Lessee's responsibilities and risks related to the physical conditions and characteristics of the Land shall include all costs associated with:
  - (i) removal of Hazardous Materials or conditions from the Land or in order for the Development to be completed in accordance with this Lease;
  - (ii) the location and adequacy of existing Services, including all pipes, cables and plumbing; and
  - (iii) all other physical conditions and characteristics of the Land above, on or below the surface which may affect the performance by the Lessee of its obligations under this Lease.

#### **7.6 Connection to Infrastructure and Services**

The Lessee must at its cost and risk connect and integrate the Development Works to Services and any other infrastructure (including roads and pathways).

#### **7.7 Working Hours during the Development Works**

- (a) Subject to this clause 7, the working hours and working days during which the Development Works may be undertaken are as stated in Item 18 of the Schedule.
- (b) If the Lessor, acting reasonably, considers it necessary to suspend the Development Works or any part thereof because of:
  - (i) an act or omission of the Lessee or a Permitted Person;
  - (ii) the protection or safety of any person or property; or
  - (iii) for a major community event at or in the vicinity of the Land, provided the Lessor has given the Lessee not less than 3 months' notice of such major community event,

the Lessor shall direct the Lessee to suspend the Development Works for such time as the Lessor may reasonably require.

- (c) The PC Latest Date will be extended by any period the Development Works is suspended in accordance with clause 7.7(b)(iii).
- (d) The working hours specified in clause 7.7(a) shall not be varied without the prior approval of the Lessor except when in the interest of safety of the Development Works or to protect life or property the Lessee finds it necessary to carry out work outside the working hours or on other than the working days

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specified in clause 7.7(a). In such case the Lessee shall notify the Lessor in writing of the circumstances as early as possible.

**7.8 No contribution by Lessor**

The Lessor and Lessee acknowledge and agree that there is no obligation on the Lessor to contribute towards the Development, whether financially or otherwise.

**7.9 Risk and Liability**

The Lessor and Lessee agree that the Lessee accepts all risks associated with the Development Works, including without limitation:

- (a) all risks associated with the cost of financing, designing, constructing and maintaining without any right of reimbursement or refund from the Lessor; and
- (b) the risk that any Authority may exercise their statutory functions and powers in such a way as to disrupt, interfere with or otherwise affect the Development Works, including by imposing conditions on approvals.

**7.10 Taxes and Levies for Development Works**

- (a) All duties, taxes and charges imposed or levied in connection with the development Works are payable by the Lessee.
- (b) Without limiting the generality of subclause 7.10(a), the Lessee:
  - (i) is deemed to be the project owner under the *Building and Construction Industry Training Fund and Levy Collection Act 1990* (WA) and as such is responsible for payment of all relevant levies; and
  - (ii) must pay the building services levy required by the *Building Services (Complaint Resolution and Administration) Act 2011* (WA) in respect of the Development Works.

**7.11 Access and Use Laydown Area**

- (a) Subject to subclause 7.11(b), the Lessor permits the Lessee to access and have non-exclusive use of the Laydown Area during the Laydown Access Period.
- (b) The Lessee's use of the Laydown Area is subject to:
  - (i) the Lessor obtaining consent of the Minister for Lands (if required); and
  - (ii) the terms and conditions specified in clause 7.11(c).
- (c) The Lessee must:
  - (i) not use the Laydown Area for any purpose other than storage of plant, equipment and building materials used for the Development Works;
  - (ii) promptly at its cost repair all damage to the Laydown Area when such repair is necessary because of any act or omission of or on the part of the Lessee or any Permitted Person or if the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or any Permitted Person;

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- (iii) on demand promptly pay to the Lessor any costs or expenses incurred by the Lessor in connection with or as a result of the Lessee's use of the Laydown Area;
- (iv) at all times keep the Laydown Area clean, tidy, unobstructed and free from rubbish and debris (having regard to the use of the Laydown Area by the Lessee);
- (v) permit the Lessor to access any part of the Laydown Area;
- (vi) cooperate with other permitted users of the Laydown Area;
- (vii) not obstruct any part of the Laydown Area used for access, entry or exit;
- (viii) except to the extent necessary for the purpose of storing plant, equipment and building materials used for the Development Works, not do or carry out on the Laydown Area any thing which may cause a nuisance, damage or disturbance to other users, owners or occupiers of the adjoining land;
- (ix) upon expiry of the Laydown Access Period vacate the Laydown Area and leave it in at least the same state and condition as at the Commencement Date; and
- (x) otherwise comply with the terms of this Lease in relation to the Laydown Area.

#### **7.12 No general nuisances**

- (a) The Lessee must not do or permit to be done in the Premises anything which may be a nuisance or annoyance to the Lessor or to the tenants or occupiers of other property in the neighbourhood of the Premises.
- (b) This clause 7.12 does not prohibit activities within the Premises which are a Permitted Purpose and which generate a normal amount of vehicular or pedestrian traffic congestion in and around the Premises, or normal levels of amplified sound or crowd noise when compared with comparably sized community sporting facilities.

#### **7.13 Use of Premises**

- (a) The Lessee must use the Premises for the Permitted Purpose and for no other purpose.
- (b) In using the Premises for the Permitted Purpose, the Lessee must make sure the Lessee's use of the Premises is:
  - (i) in accordance with the priorities outlined in the Key Recommendations of the South Perth Community Facilities Plan 2019 – 2023; and
  - (ii) consistent with the Priorities, Outcomes, Strategies, in furtherance of the strategic direction heading 'Community' as outlined in the City of South Perth Strategic Community Plan 2021 – 2031.
- (c) The Lessee must not:

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- (i) smoke tobacco, e-cigarettes, vaporisers, electronic smoking implements or any other substance, and the Lessee must ensure that no Permitted Person smokes tobacco, e-cigarettes, vaporisers, electronic smoking implements or any other substance, in any part of the Premises or the Licensed Area except in designated smoking areas;
- (ii) permit the sale of tobacco products, e-cigarettes, vaporisers and any other electronic smoking implements within any part of the Premises or the Licensed Area;
- (iii) use or permit to be used any of the Services other than for their designed purposes;
- (iv) do anything on the Premises or the Licensed Area which in the reasonable opinion of the Lessor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage whether to the Lessor or to other occupiers, tenants or users of the Licensed Area or any other land in the vicinity of the Premises;
- (v) sleep at the Premises or the Licensed Area;
- (vi) burn any rubbish or waste at the Premises or the Licensed Area;
- (vii) keep any animal or bird at the Premises or the Licensed Area; or
- (viii) permit another person to do any of these things.

#### **7.14 Occupational Safety and Health**

- (a) From the earlier of the Commencement Date and the date on which the Lessee takes possession of the Premises, the Lessee has the day to day control of the Premises and must take all reasonable precautions to ensure the safety and health of each person who may be affected by the Premises and the Lessee's use of them.
- (b) The Lessee must, at all times during the Term:
  - (i) comply with its obligations under OSH Legislation;
  - (ii) identify all Hazards and take all reasonable steps to maintain a safe working environment and to ensure the safety and health of each person who may be affected by the Lessee's use of the Premises, including any Permitted Person; and
  - (iii) assist the Lessor to comply with its obligations under OSH Legislation (if any).
- (c) The Lessee must immediately notify the Lessor of any Hazard which requires remediation by the Lessor.
- (d) The Lessee is responsible for the costs associated with rectifying any Hazard (subject to the Lessor's express obligations under this Lease).
- (e) If an OSH Incident occurs, the Lessee must:
  - (i) immediately notify the Lessor of the OSH Incident;

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- (ii) ensure that no action is taken which may risk the safety and health of any person or damage the Premises;
- (iii) do all things reasonably necessary to remedy and minimise the impact of the OSH Incident and to prevent a similar incident from recurring;
- (iv) allow the Lessor access to the Premises to conduct its own investigation into the OSH Incident, including access to the Lessee's plant, equipment, goods and records;
- (v) cooperate with the Lessor in relation to the OSH Incident and any resulting investigations or inspections conducted by any Authority;
- (vi) comply with any lawful and reasonable directions given by the Lessor as a result of the OSH Incident.

#### **7.15 Lessor's Fixtures**

The Lessee must, at the Lessee's expense, ensure that:

- (a) the Lessor's Fixtures are safe for their intended use and are adequately serviced, inspected and maintained throughout the Term;
- (b) the Lessor's Fixtures are used only by people who are competent to use them and who hold all necessary licences and qualifications required; and
- (c) it provides records of all repairs and maintenance and modification carried out on the Lessor's Fixtures, promptly after completion of those repairs, maintenance or modification.

#### **7.16 Lessee Signage**

- (a) Subject to clause 7.16(b), the Lessor grants to the Lessee the right to install, replace and maintain signs at the Lessee's expense on the external walls of the building comprising the Premises at such locations and of the description as may be agreed by the Lessor, subject to the Lessee obtaining all necessary permits from the relevant authorities, together with all ancillary and incidental rights of entry by the Lessee and its Permitted Persons for the purposes of installation, maintenance and repair of such signage and with ancillary rights to bring electricity supply cables for the purposes of illumination of such signage.
- (b) The rights granted by the Lessor to the Lessee under clause 7.16(a):
  - (i) only permit the installation and display of external signs identifying the Lessee's identifying name, image or logo as a sporting club and Wesley College; and
  - (ii) does not authorise the installation and display of any third party signage on any external or outdoor areas of the Premises without the Lessor's prior written consent, which:
    - A. may be granted or withheld at the Lessor's discretion; and
    - B. may be given conditionally or unconditionally in all cases.

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- (c) Subject to clause 7.16(d), clause 7.16(b)(ii) does not apply to the installation of signage at ground level around the hockey turf identifying any of the Lessee's sponsors.
- (d) The Lessee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or sponsorship arrangements in relation to the Premises or the Licensed Area involving or relating to the promotion of any gambling, alcohol, e-cigarettes, vaporisers, electronic smoking implements and any other goods, services or activities that in the reasonable opinion of the Lessor is considered illegal, immoral, anti-social or offensive to the public.

#### **7.17 Force Majeure**

- (a) Subject to the remainder of this clause 7.17, if the Lessee is prevented or hindered from achieving Practical Completion by the PC Latest Date due to Force Majeure, then that date is extended by the length of the delay directly caused by Force Majeure.
- (b) If the Lessee wishes to claim the benefit of this clause 7.17, it must promptly give Notice of the Force Majeure occurrence to the Lessor including full details of:
  - (i) the Force Majeure occurrence;
  - (ii) the effect of the Force Majeure occurrence on the performance of the Lessee's obligations;
  - (iii) the likely duration of the delay in the performance of those obligations; and
  - (iv) the actions being taken to remove the cause and/or effect of the Force Majeure.
- (c) The Lessee must use its best endeavours to remove the cause and/or effect of the Force Majeure, and keep the Lessor informed of the things done by the Lessee in this regard.
- (d) The maximum extension to the PC Latest Date that the Lessee is entitled to under this clause is 3 months.

### **8. ADDITIONAL COVENANTS BY LESSEE**

#### **8.1 No encumbrances**

The Lessee must not mortgage, charge, encumber or grant any Security Interest in the Lessee's interest in this Lease or any of the Improvements or agree so to do without the prior written consent of the Lessor and the Minister for Lands.

#### **8.2 No absolute caveat**

- (a) The Lessee must not lodge an absolute caveat over the title to the Premises to protect the interest of the Lessee under this Lease, but if any absolute caveat is lodged, in consideration of the Lessor granting this Lease to the Lessee, the Lessee irrevocably appoints the Chief Executive Officer of the Lessor, the Minister for Lands and each and every duly appointed delegate of the Chief Executive Officer of the Lessor or the Minister for Lands jointly and severally, the agents and attorney of the Lessee to sign and lodge a

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withdrawal of the absolute caveat, the cost of which is to be paid by the Lessee on demand.

- (b) A person, including the Registrar of Titles of Western Australia, who deals with the attorney or a person purporting to be the attorney under paragraph (a) is:
  - (i) entitled to rely on that person's execution of a document as conclusive evidence that:
    - A. the person is the Chief Executive Officer of the Lessor, the Minister for Lands or a Delegate;
    - B. the power of attorney has come into effect;
    - C. the power of attorney has not been revoked;
    - D. the right or power being exercised or purportedly exercised is being properly exercised; and
    - E. the circumstances have arisen to authorise the exercise of that right and power; and
  - (ii) not required to make these enquiries about the attorney or the power.
- (c) The provisions of this clause do not prevent the Lessee lodging a caveat expressed to be subject to claim. The Lessee must at its cost withdraw any caveat on Termination.
- (d) The Lessee must withdraw any caveat lodged by it over the title to the Premises within 14 days after any request in writing from the Lessor, for the purposes of permitting any dealing with the Premises or any part of it by the Lessor not adversely affecting the estate or interest of the Lessee in the Premises subject to:
  - (i) if the Lessor's dealing includes the lodgement of a new mortgage over the Premises, or any part of it including the Premises, the new mortgagee must first consent in writing to this Lease (which consent may be given subject to reasonable conditions); or
  - (ii) the Lessor meeting the reasonable costs of preparation of the withdrawal, the preparation of a fresh caveat in protection of the Lessee's interests under this Lease and the registration fees payable to Landgate with respect to the lodgement of the withdrawal and the fresh caveat.

### **8.3 Registration of Lease and mortgagee consent**

- (a) If the Lessor requires this Lease to be registered at Landgate:
  - (i) the Lessor must seek consent to this Lease from each mortgagee of the title to the Premises (which consent may be given subject to reasonable conditions);
  - (ii) the Lessee must, if requested, promptly execute each mortgagee's standard form of mortgagee consent documentation or any other documentation reasonably required by any mortgagee as a condition of providing its consent; and

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- (iii) the Parties must do all other things reasonably necessary to facilitate the registration of this Lease.
- (b) On or before Termination, the Lessee must provide the Lessor with a surrender of this Lease, in registrable form and properly executed by the Lessee but, if the Lessee fails to provide the surrender to the Lessor, in consideration of the Lessor granting this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and each and every one of the directors and other officers of the Lessor ("Officer") jointly and severally, the agents and attorney of the Lessee to sign and register a surrender of this Lease after Termination, the cost of which is to be paid by the Lessee on demand.
- (c) A person, including the Registrar of Titles of Western Australia, who deals with the attorney or a person purporting to be the attorney under paragraph (b) is:
  - (i) entitled to rely on that person's execution of a document as conclusive evidence that:
    - A. the person is the Lessor or an Officer;
    - B. the power of attorney has come into effect;
    - C. the power of attorney has not been revoked;
    - D. the right or power being exercised or purportedly exercised is being properly exercised; and
    - E. the circumstances have arisen to authorise the exercise of that right and power; and
  - (ii) not required to make these enquiries about the attorney or the power.

#### **8.4 Pass on notices**

The Lessee must immediately give notice in writing to the Lessor of any notice received by the Lessee from any Authority relating to the Premises.

#### **8.5 Permit intending tenants etc. to inspect**

The Lessee must permit the Lessor and its servants and agents at all reasonable times to enter the Premises and the Improvements with, and exhibit the Premises to, prospective tenants or purchasers, and within the period of 6 months immediately preceding Termination, allow the Lessor to affix and exhibit where the Lessor thinks fit any usual "for sale" and any usual "to let" notice or sign (in each case with the name and address of the Lessor or its agent on it), and not remove them without the prior consent in writing of the Lessor.

#### **8.6 Yielding up**

The Lessee must at Termination yield and deliver up possession of the Premises to the Lessor, in such condition and state of cleanliness as is consistent with the due performance by the Lessee of the Lessee's Obligations.

#### **8.7 Removal of Improvements**

- (a) The Lessee must, before Termination:

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- (i) remove from the Premises all Improvements, unless the Lessor requires the Improvements, or certain components of them, to remain;
- (ii) make good to the satisfaction of the Lessor any damage caused to the Premises by that removal; and
- (iii) if the Lessee is required under paragraph (a) to remove the Improvements (or certain components of them) from the Premises, the Lessee must leave the Premises in a clean, safe and level condition, with all boundaries marked and all Services marked and capped,

(together the "**Lessee's Make Good Obligations**").

- (b) The property in all Improvements which under paragraph (a) the Lessee is not to remove from the Premises ("**Lessee's Abandoned Property**"), will immediately on Termination, pass to the Lessor and the Lessor will not be obliged to pay any consideration or compensation for that property.
- (c) The Lessee grants to the Lessor a Security Interest in the Lessee's Abandoned Property to secure the Lessee's Obligations.
- (d) Without limiting the effect of clause 8.1, the Lessee must not mortgage, charge, encumber or grant any Security Interest in the Lessee's Abandoned Property, or agree to do so, without the Lessor's prior written consent.

#### **8.8 Payment in Lieu of Make Good**

At the election of the Lessor, the Lessee must pay to the Lessor an amount agreed between the Parties, acting reasonably, as the cost of the Lessee carrying out the Lessee's Make Good Obligations (or any component of them) and on payment by the Lessee to the Lessor of the agreed amount, the Lessee will be released from its obligation to perform the Lessee's Make Good Obligations (or the relevant component of them). If the Parties are unable to agree on the amount payable by the Lessee under this clause the matter may be referred by the Lessor to the Expert Determination Process.

### **9. LESSOR'S COVENANTS AND RESERVATIONS**

#### **9.1 Quiet enjoyment**

The Lessee duly paying the Rent and performing and observing the Lessee's Obligations, may peaceably and quietly hold and enjoy the Premises during the Term, without any interruption by the Lessor or any person claiming through, under or in trust for the Lessor.

#### **9.2 Right to grant other leases**

The Lessor reserves the right to grant leases of any land or improvements adjacent to the Premises (excluding any part of the Licensed Area), for the same purpose for which the Lessee is entitled to use the Premises for the time being under this Lease, and any such grant may be made without compensation to the Lessee, and without affecting the liability of the Lessee to perform, observe and comply with the Lessee's Obligations.

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## **10. ASSIGNMENT AND UNDERLETTING**

### **10.1 Lessee not to assign etc.**

The Lessee must not, without the Lessor's prior written consent assign, sub-let, or part with possession or occupation of the Premises, or any part of them, or this Lease, or any estate or interest in it. Subject to clause 10.2 the Lessor will not unreasonably withhold its consent to an assignment or subletting of the whole of the Premises if:

- (a) the proposed assignee or sub-lessee is a person who the Lessee has demonstrated to the satisfaction of the Lessor:
  - (i) is a responsible and respectable person;
  - (ii) has the ability to meet the financial obligations of the Lessee under this Lease; and
  - (iii) has prior experience in carrying on a business involving the Permitted Purpose;
- (b) prior to the Lessor giving its consent, and if and to the extent that such approval is necessary, the prior written approval of the Minister for Lands, or the assignee or the sub-lessee being given possession of the Premises, the Lessee executes and procures the execution of an assignment or sub-lease of this Lease by the assignee or sub-lessee and by any guarantors as are required under this clause, in a form approved by the Lessor and delivers the assignment or sub-lease to the Lessor;
- (c) where the proposed assignee or sub-lessee is a corporation the performance of the covenants by the assignee or sub-lessee in the assignment or sub-lease is guaranteed by such of the directors and or principal shareholders of the corporation as the Lessor may require. For the avoidance of doubt, this clause does not apply to any assignee that is a sporting organisation, incorporated association, not for profit organisation, a school (as defined in the *School Education Act 1999 (WA)*) or an instrumentality incorporated under the *Uniting Church in Australia Act 1976 (WA)*;
- (d) the Rent, Rates and Taxes, charges relating to Services, and other money payable under this Lease are paid and there is not any existing unremedied Event of Default (provided that Events of Default which have been waived by the Lessor are deemed to be remedied, for the purpose of this paragraph);
- (e) the Lessee pays to the Lessor all reasonable costs, charges and expenses incurred by the Lessor for any enquiries which may be made by or on behalf of the Lessor to satisfy the Lessor that the proposed assignee or sub-lessee meets the criteria set out in paragraph (a) and for the preparation and approval of the form of assignment or sub-lease, whether or not in either case the assignment or subletting proceeds;
- (f) the proposed assignee or sub-lessee, if required by the Lessor, has paid to the Lessor as a security deposit an amount equal to one month's Rent or any greater amount as the Lessee was required to pay or provided the Lessor with a Bank Guarantee in an amount equivalent to 1 month's Rent or any greater amount as the Lessee was required to provide, to be held on the terms of this Lease;

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- (g) the Lessee pays to the Lessor, or as the Lessor directs, a reasonable fee (including any agent fee) applicable to assignment of leases or sub-leases (as the case may be);
- (h) the assignor Lessee has withdrawn any caveat lodged by the Lessee over the title to the Premises or any part of it; and
- (i) in the case of a sub-lease, the Rent payable under the sub-lease must be not less than the Rent payable under this Lease from time to time.

#### **10.2 Permitted Licensing and Subletting**

- (a) The Lessor and Lessee acknowledge and agree that the restriction with respect to licensing and subleasing in clause 10.1 (other than the requirement to obtain the consent of the Minister of Lands) do not apply to any sublease or licence to an incorporated association for the use of any part of the Premises:
  - (i) pursuant to the Lessee's obligation to satisfy the condition precedent in clause 5.1(d) of the Option Agreement; and
  - (ii) that is in accordance with the Permitted Purpose.
- (b) The Lessor and Lessee acknowledge and agree that the restriction with respect to licensing and subleasing in clause 10.1 (other than the requirement to obtain the consent of the Minister of Lands) does not apply to any sublease or licence to a person for part of the building that is comprised in the Development provided that person is a sporting organisation, incorporated association, not for profit organisation or other community group that uses the Land

#### **10.3 Change in shareholding of Lessee corporation**

Where the Lessee is a corporation (other than a company listed on the Australian Stock Exchange) any change in the beneficial ownership of any substantial holding (within the meaning of Part 6C.1 of the Corporations Act) or of the majority of the officeholders of the Lessee is deemed to be an assignment of this Lease and the Lessee must not permit any change without the Lessor's consent which must not be unreasonably withheld if the provisions of clause 10.1 (or those of them as required by the Lessor) are complied with, as if the company after the change were the assignee.

#### **10.4 Lessee to remain liable**

The covenants and agreements on the part of any assignee in favour of the Lessor in any assignment are supplementary to those contained in this Lease and do not in any way relieve or are not deemed to relieve the Lessee from the Lessee's liabilities under this Lease.

### **11. DEFAULT PROVISIONS**

#### **11.1 Default provisions**

If:

- (a) the Rent, Rates and Taxes, or any other payment, payable under this Lease, is at any time unpaid for 7 days after becoming due whether formally demanded or not;

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- (b) there is a breach or non-observance of any other Lessee's Obligations and the breach or non-performance continues after the expiration of 30 days after the Lessee's receipt of a written notice to the Lessee to remedy the breach;
- (c) any execution is issued against the Lessee and is not satisfied or withdrawn within 30 days after issuance;
- (d) any order is made or if there is any application made for an order or warrant under the *Civil Judgements Enforcement Act 2004* (WA) in relation to any property of the Lessee;
- (e) any mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any property of the Lessee;
- (f) an order is made under section 79 or 114 of the *Family Law Act 1975* (Cth) (or similar provision under the *Family Court Act 1997* (WA)) or if an injunction is granted under section 114 of the *Family Law Act 1975* (Cth) (or similar provision under the *Family Court Act 1997* (WA)) in relation to the property of the Lessee or if an application is made for any such order or injunction;
- (g) the Premises are abandoned, deserted or vacated (other than for the purposes of normal vacation periods) or the Lessee is dispossessed of the Premises by process of Law; or
- (h) any Insolvency Event occurs in respect of the Lessee,

then in any such case, subject to the provisions of the *Bankruptcy Act 1966* (Cth), the Lessor may at its option re-enter on, occupy and resume possession of the Premises or any part of them in the name of the whole and this Lease and the Term will then cease and determine but without releasing the Lessee from the Rent and all other money accrued up to the time of the re-entry and without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's Obligations.

#### **11.2 Lessor's right to remedy**

The Lessor may remedy any Event of Default under this Lease including the payment of any money payable by the Lessee under the provisions of this Lease and whenever the Lessor so elects all debts, costs and expenses incurred by the Lessor, including legal costs and expenses in remedying an Event of Default, must be paid by the Lessee to the Lessor on demand.

#### **11.3 Damage for breach of essential term**

- (a) The covenants by the Lessee:
  - (i) to pay the Rent (clause 3.1), Insurance Premiums (clause 4.4) and Rates and Taxes (clause 4.1) at the times and in the manner provided respectively in this Lease;
  - (ii) to obtain insurance (clauses 5.2, 5.3 and clause 5.4);
  - (iii) not to construct or install any Improvements or carry out any other works on the Premises without consent (clause 7.1);
  - (iv) to carry out the Development in accordance with the Laws and Requirements and the Works Conditions (clause 7.3(d));
  - (v) to achieve Practical Completion by the PC Latest Date (clause 7.3(e));

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- (vi) to observe its obligations during the Development Works (clause 7.4);
- (vii) to only carry out the Development Works on the days and during the hours specified in Item 18 of the Schedule (clause 7.7);
- (viii) to access and use the Laydown Area (clause 7.11);
- (ix) not to use the Premises other than for the Permitted Purpose (clause 7.12(a));
- (x) to not do and permit certain activities on the Premises (clause 7.13(c));
- (xi) to not install third party signage or enter into any third party naming rights (clause 7.16);
- (xii) not without the prior consent in writing of the Lessor to assign, sub-let or part with possession or occupation of the Premises or any part of them (clause 10.1); and
- (xiii) to comply with its environmental obligations under the Lease (clause 12),

are (subject to paragraph (b)) essential terms of this Lease and the breach, non-observance or non-performance of any one or more of those terms and conditions is deemed to be an Event of Default.

- (b) The presence of paragraph (a) in this Lease does not mean that there are no other essential terms of this Lease.
- (c) Should the Lessor terminate this Lease following a breach of an essential term of this Lease, then without prejudice to any other right or remedy of the Lessor contained or implied in this Lease, the Lessor is entitled to recover from the Lessee as and by way of liquidated damages for the breach:
  - (i) the aggregate of the Rent and other money which would have been payable by the Lessee for the unexpired residue of the Term but for the termination;less
  - (ii) the aggregate of the Rent and other money which the Lessor by taking proper steps to re-let the Premises obtains or could reasonably be expected to obtain by re-letting the Premises for the unexpired residue of the Term after the termination.
- (d) To the extent that the damages determined under paragraph (c) represent an acceleration of payments which would otherwise have been received over a period of time, the damages will be discounted accordingly at a rate of 6 percent per annum and the discount will be calculated with effect from the date on which those damages in full (less any discount) are received by the Lessor.

#### **11.4 Conversion to Monthly Tenancy**

In addition to any other right or remedy of the Lessor following an Event of Default, the Lessor may by notice in writing to the Lessee given at the time that the Lessor's

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right to terminate this Lease has arisen, elect to convert the Term into a tenancy from month to month. With effect from the date of service of the notice, this Lease will be determined and the Lessee will hold the Premises as a tenant from month to month at a monthly rental equal to one twelfth of the Rent payable under this Lease at the date of giving the notice (such rental being payable monthly in advance) and otherwise on the terms and conditions of this Lease so far as they can be applied to a monthly tenancy.

## **12. ENVIRONMENTAL OBLIGATIONS**

The Lessee:

- (a) must not cause or permit the release from or onto the Premises any pollutant, contaminant or Hazardous Material;
- (b) must comply, permit the Lessor to itself comply and ensure that all the Permitted Persons comply with all Environmental Laws which are applicable to the Premises, the Lessee or to the Lessee's use and occupation of the Premises;
- (c) must give notice to the Lessor on each occasion when the Lessee becomes aware that a breach of an Environmental Law has occurred in respect of the Premises;
- (d) must notify the Lessor immediately if the Lessee becomes aware of an event, occurrence or condition which obliges the Lessee to notify an Authority that harm to the environment or any life form has or may have occurred;
- (e) must, at the Lessee's cost, decontaminate by appropriate treatment, removal or otherwise any pollution, contamination or Hazardous Materials introduced, caused or permitted to occur by the Lessee or the Permitted Persons and in accordance with the requirement of any relevant Authority carry out all investigative, remedial or decontamination action to the Premises and any land adjacent to the Premises as required by any Environmental Law and to the satisfaction of all relevant Authorities;
- (f) if requested by the Lessor, comply with the Lessor's environmental management system or environmental management plan for the Premises;
- (g) provide to the Lessor on demand a report on the presence of any pollution (as defined in the *Environmental Protection Act 1986 (WA)*, or Hazardous Materials on the Premises or if the premises is contaminated (as that term is defined in the *Contaminated Sites Act 2003 (WA)*), within a reasonable time after receipt by the lessee of that request; and
- (h) indemnify the Lessor and the Minister for Lands in respect of all Loss suffered by the Lessor and/or the Minister for Lands which arises because the Lessee has breached this clause 12 except to the extent caused or contributed to by the Lessor.

## **13. SECURITY DEPOSIT**

### **13.1 Pay Security Deposit**

The Lessee must pay to the Lessor the Security Deposit to be held by the Lessor as and by way of bond and security for the performance by the Lessee of the Lessee's Obligations. The Lessor does not hold on trust for the Lessee the Security Deposit or any interest earned on it.

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### **13.2 Interest on Security Deposit**

The Security Deposit must be held in an interest bearing bank account in the name of the Lessor. All interest earned on it will accrue to the Lessee but be retained in the account and, if not applied by the Lessor in accordance with the provisions of this clause, will be paid to the Lessee in accordance with clause 13.4.

### **13.3 Application of Security Deposit**

- (a) The Security Deposit and any interest on it may at any time during the currency of this Lease or after Termination be applied by the Lessor, at the Lessor's discretion, towards arrears of Rent, Rates and Taxes, charges relating to Services, damages, losses or costs arising out of or relating to any Event of Default on the part of the Lessee and any and all costs related to this Lease. The Lessee is not entitled to require the Lessor to apply the Security Deposit or any interest on it against any of the Lessee's Obligations.
- (b) Any application of the Security Deposit by the Lessor in accordance with the provisions of this clause will not prejudice the exercise by the Lessor of any and all rights which may accrue to the Lessor in respect of the matters calling for such application apart from the Lessor's rights to recover the amounts received out of the Security Deposit.
- (c) The failure of the Lessor to apply the Security Deposit in respect of any matters which may call for its application will not in any way represent a waiver or estoppel or otherwise prejudice the right of the Lessor to take any action permitted by the provisions of this Lease including the application of the Security Deposit under the provisions of this clause.

### **13.4 Balance of Security Deposit**

If the Lessee is not then in default under the terms of the Lease, the Lessor will within 20 Business Days after Termination pay to the Lessee the balance of the Security Deposit and any interest remaining after Termination.

### **13.5 Maintaining Security Deposit**

- (a) If:
  - (i) the Lessor applies the Security Deposit pursuant to this clause before the determination of this Lease; or
  - (ii) as a result of a review of the Rent or an increase in the Security Deposit is for a sum less than the amount specified in Item 13 of the Schedule,the Lessor may call on the Lessee by notice in writing to deposit further money into the Security Deposit to make the same equal to the full amount payable under this clause.
- (b) Any failure by the Lessee to comply with a notice given under paragraph (a) will be an Event of Default.

## **14. EXTENSION OF TERM**

### **14.1 Option of Renewal**

If the Lessee:

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- (a) has duly and punctually paid the Rent and all other money payable by the Lessee to the Lessor under this Lease during the Term; and
- (b) has duly and punctually observed and performed the Lessee's Obligations at all times up to the expiration of the Term;

then the Lessee has the option exercisable by written notice to the Lessor given not more than 9 months nor less than 6 months before the expiration of the Term of taking a new lease for the Further Term on and subject to the same terms and conditions as are contained in or implied by this Lease except for:

- (c) this provision for renewal, unless there is more than one Further Term in which event the number of Further Terms will be reduced by the Further Term then exercised; or
- (d) any incentive or inducement to enter into this Lease or any waiver or abatement of Rent or any other payment to the Lessee or any benefit given to the Lessee, which is expressly excluded and which will not apply to a Further Term.

#### **14.2 Further Term Rent and Review**

The commencing Rent for the Further Term is the Rent payable immediately before the commencement of the Further Term reviewed in the manner provided in this Lease. On each Further Term Rent Review Date the Rent will be reviewed to determine the Rent to be paid from that Further Term Rent Review Date until the next following Further Term Rent Review Date, if there is one, or Termination, in accordance with the terms of this Lease.

#### **15. BANK GUARANTEE**

- (a) The Lessee must contemporaneously with the execution of this Lease or at such later date agreed between the Lessor and the Lessee, deliver to the Lessor the Bank Guarantee.
- (b) If the Lessee commits an Event of Default, then the Lessor may, pursuant to the Bank Guarantee, demand that the bank pay to the Lessor such amount of the sum guaranteed under the Bank Guarantee that in the reasonable opinion of the Lessor may be due to the Lessor as a result of the Event of Default on the part of the Lessee.
- (c) The liability of the Lessee to the Lessor under this Lease will not be and is not limited to the amount of the sum guaranteed under the Bank Guarantee.
- (d) Any demand made under paragraph (b) will not in any way be deemed to constitute a waiver by the Lessor of any Event of Default and will not prejudice any other right of the Lessor arising from that Event of Default.
- (e) If:
  - (i) any amount of the Bank Guarantee is appropriated or demanded from time to time by the Lessor as provided in this clause; or
  - (ii) as a result of a review of the Rent the Bank Guarantee is for a sum less than the amount specified in Item 16 of the Schedule,

then the Lessee must within 14 days after demand by the Lessor deliver to the Lessor a further bank guarantee for the amount so appropriated or

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demanded (in a form acceptable to the Lessor) in order to reinstate or top up the amount of the Bank Guarantee to an amount at least equal in value to the amount specified in Item 16 of the Schedule and if the further bank guarantee is not provided, the failure to do so will be an Event of Default.

- (f) If the Lessor ceases to be the registered proprietor of the Premises during the Term, the Lessee must on demand replace the Bank Guarantee with a fresh Bank Guarantee in favour of the new lessor (and the Lessor will, in exchange, return the original Bank Guarantee to the Lessee), unless the terms and conditions of the Bank Guarantee extend to, are for the benefit of, and may be called upon by any successor in title of the Lessor, and if the fresh Bank Guarantee is not provided within a reasonable time of the demand, the failure to provide the fresh Bank Guarantee will be an Event of Default.
- (g) The Lessor will return the Bank Guarantee to the Lessee within 3 months after Termination, subject to the Lessee vacating the Premises and otherwise complying with its obligations under this Lease.

## **16. GENERAL PROVISIONS**

### **16.1 Liability for loss**

- (a) The Lessor will not, in any circumstances, be liable to the Lessee for any loss, damage or injury suffered by the Lessee as a result of:
  - (i) the Lessee's occupation and use of the Premises; or
  - (ii) the enjoyment of the Lessee's other rights with respect to the Premises,

except to the extent caused by any act, neglect, default or omission of the Lessor, or its agents or employees, and to the extent that its liability may be excluded at Law.

### **16.2 Liability for Lessor and others**

- (a) Despite anything in this Lease any Laws, before the Lessor will be liable for any loss or damage the Lessee suffers by reason of the Lessor doing or failing to do any thing in respect of the Premises, the Lessee must give the Lessor a Notice specifying the act or omission and the reasonable time for its performance or rectification and the Lessor must have failed to do so within the time specified in the Notice.
- (b) Except to the extent caused by a negligent or wilful act or omission of the Lessor, the Lessee will be liable for any act, neglect, default or omission of a Permitted Person in any way arising with respect to the rights and obligations created by this Lease.

### **16.3 Holding over provisions**

If the Lessee continues to occupy the Premises with the agreement of the Lessor after Termination, then the Lessee will be a monthly tenant at a rent equal to one twelfth of the Rent payable immediately before Termination and otherwise on the same terms and conditions (with appropriate changes made) as are contained or implied in this Lease excluding any option for a Further Term.

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#### **16.4 Moratorium**

The application to this Lease of any present or future moratorium or Law having the effect of extending the Term or Further Term, reducing or postponing the payment of the Rent or any part of it or otherwise affecting the operation of the Lessee's Obligations or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is excluded and denied so far as an exclusion and denial is lawful.

#### **16.5 Jurisdiction**

- (a) This Lease is governed by, and to be interpreted in accordance with, the Laws of the State and, where applicable, the Laws of the Commonwealth of Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the State and the Courts of Appeal from them. Each Party waives any right it has to object to a Claim being brought in those Courts including by alleging that the Claim has been brought in an inconvenient forum if those Courts do not have jurisdiction.

#### **16.6 Severance**

If any term or condition of this Lease or the application of them to any person or circumstances is invalid or unenforceable, the remaining terms and conditions are not affected and each other term and condition of this Lease is valid and enforceable to the fullest extent permitted by Law.

#### **16.7 Consents and approvals**

Except as otherwise specifically provided in this Lease any consent or approval which may be granted by the Lessor under this Lease may be granted or refused or granted subject to conditions in the absolute discretion of the Lessor. A consent or approval given by the Lessor to an ongoing course of conduct, may be withdrawn at any time.

#### **16.8 Effect of waiver**

No consent or waiver express or implied by the Lessor to or of any Event of Default will be construed as a consent or waiver to or of any other Event of Default.

#### **16.9 No Partnership**

This Lease does not in any way or for any purpose constitute the Lessor a partner of the Lessee in the conduct of the Lessee's business or otherwise, or a joint venturer or a member of a joint enterprise with the Lessee.

#### **16.10 Notices**

- (a) Any notice, consent, approval, demand or other communication to be given or made under this Lease (unless otherwise provided):
  - (i) must be in writing;
  - (ii) must be signed by or on behalf of the Party giving or making it;
  - (iii) may be given in any of the following modes:
    - A. by email;

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- B. by pre-paid mail; or
  - C. by hand delivery; and
- (iv) may be addressed, delivered or transmitted to the Party to receive it at its registered office or principal office for the time being, or at the address or email address:
  - A. shown in this Lease; or
  - B. later notified to the other Party from time to time.
- (b) A notice sent by pre-paid post or email is taken to be received:
  - (i) in the case of post, on the third Business Day after posting; and
  - (ii) in the case of email :
    - A. if transmitted before 5.00pm (Perth time) on a Business Day: on that Business Day;
    - B. if transmitted after 5.00pm (Perth time) on a Business Day: on the next following Business Day;
    - C. if transmitted on a day not being a Business Day: on the next day being a Business Day,

unless the sender receives notification from its email server or the other Party's email server that the email is undeliverable or was not delivered.
- (c) A Party may send a notice in more than one way permitted under this Lease.
- (d) If a Party sends the same notice using more than one method, then the notice is effective from the time that the receiver receives the first notice.
- (e) The Lessor's solicitor may give or serve notice on the Lessee with the same effect as if it had been given or served by the Lessor.

#### **16.11 Entire Agreement**

The Parties acknowledge and agree that:

- (a) the terms and conditions set out in this Lease:
  - (i) contain the entire agreement as concluded between the Parties with respect to the Premises;
  - (ii) supersede any negotiations or discussions before the execution of this Lease; and
  - (iii) supersede anything contained in any brochure, market analysis, report or other document prepared by the Lessor or any of the Lessor's agents or consultants for submission to potential tenants of the Premises; and
- (b) the Lessee has not been induced to enter into this Lease by any or any alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Lessor and or the Lessor's agents or consultants which is not contained in this Lease.

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#### **16.12 Trust Warranties**

- (a) Where the Lessee is or in the future may act as trustee, the Lessee covenants and warrants to the Lessor that the Lessee has or will have full powers pursuant to its memorandum and articles and its deed of trust (in this Lease generally and together (if more than one) called "the Trust") under which it purports to act when entering into this Lease, to enter into and give effect to this Lease.
- (b) The Lessee further covenants that:
  - (i) the Trust is lawfully and validly constituted and all deeds and other instruments in respect of it have been properly executed;
  - (ii) the Trust is and throughout this Lease will remain unrevoked and not varied other than with the written consent of the Lessor, which must not be unreasonably withheld;
  - (iii) the assets of the Trust and the assets of the Lessee will at all times be available to satisfy the obligations of the Lessee under this Lease;
  - (iv) the consents or approvals of all Parties necessary to execute this Lease so as to bind the property of the Trust have been obtained and all necessary conditions precedent for that purpose have been met;
  - (v) no one has taken or threatened nor is the Lessee aware of any one who is likely to take action to have the Trust wound-up or otherwise administered or to charge the Lessee or any person at any time connected with the Lessee or acting on behalf or purportedly on behalf of the Lessee with any breach of trust or misappropriation of trust money in connection with the Trust; and
  - (vi) no facts are known to the Lessee under which the Trust might be wound-up voluntarily or otherwise or the trustee of the Trust changed or the assets of the Trust vested in any other person or pursuant to which the Trust may cease to operate or be deprived of funds before the expiration of the Term.

#### **16.13 Certificate to be Prima Facie Evidence**

A certificate signed by or on behalf of the Lessor:

- (a) as to the amount of the Rent payable under this Lease; or
- (b) as to any other matter or thing arising under this Lease,

will be prima facie evidence of the facts stated in that certificate.

#### **16.14 Special Conditions**

Any Special Conditions are to be incorporated in and read as a part of this Lease and, to the extent that there is any inconsistency between the terms of this Lease and the Special Conditions, the Special Conditions will prevail.

#### **16.15 Right to Lessor to create easements etc**

The Lessor reserves the right for the purpose of:

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- (a) providing public or private access to or egress from the Premises or other land adjacent to it ("**Adjacent Land**");
- (b) support of any viaduct constructed or to be constructed between the Premises and Adjacent Land;
- (c) support of structures erected or to be erected on Adjacent Land;
- (d) provision of services (including water, drainage, gas, electricity and telecommunications) to the Premises or to Adjacent Land or to any viaduct,

to enter into any arrangements or agreements with any owner, lessee, tenant or occupier of Adjacent Land or any viaduct or with any Authority and for those purposes may dedicate, transfer, grant or create easements in favour of that person or Authority and on those terms and conditions as the Lessor thinks fit and the estate or interest of the Lessee under this Lease is held subject to any such arrangement or agreement provided it does not derogate from the rights granted under this Lease.

#### **16.16 Western Australian Planning Commission Consent**

This Lease is subject to and is conditional on the granting of any consent of the Western Australian Planning Commission required to be obtained under the provisions of the *Planning and Development Act 2005* (WA).

#### **16.17 Subordination**

- (a) The Lessee agrees, to subordinate this Lease to any mortgage of the Lessor's interest in the Premises, so as to give such mortgage priority over this Lease whether under the *Transfer of Land Act 1893* (WA) or otherwise if requested to do so by the Lessor at any time during the Term.
- (b) The Lessee must execute and deliver to the Lessor (without cost to the Lessee) on request by the Lessor, any document (including withdrawals of caveat) as are required to effect any subordination under paragraph (a), within 10 days after receipt from the Lessor.
- (c) If the Lessee fails to comply with paragraph (b), the Lessee, in consideration of the Lessor granting this Lease to the Lessee, irrevocably appoints the Lessor and each of its directors and officers jointly and severally the agents and attorney of the Lessee to execute any document on behalf of the Lessee that is required to effect any subordination under paragraph (a).
- (d) The Lessee will not be required to effect any subordination of this Lease under this clause, unless the mortgagee first agrees in writing that, so long as the Lessee is not in default under this Lease:
  - (i) the Lease will not be terminated or modified (except as provided in this Lease);
  - (ii) the rights of the Lessee under this Lease will not be terminated or modified (except as provided in this Lease); and
  - (iii) the Lessee's possession of the Premises will not be disturbed or interfered with by any sale or Claim under that mortgage.

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#### **16.18 Exclusion of Statutory Provisions**

- (a) The covenants powers and provisions implied by virtue of sections 80 and 82 of the *Property Law Act 1969* (WA) and 92, 94 and 95 of the *Transfer of Land Act 1893* (WA) are excluded from, and do not apply to this Lease.
- (b) The use in this Lease of words in any form of words contained in the first column of Part II of the Twelfth Schedule of the *Transfer of Land Act 1893* (WA) do not imply any covenant under Section 94 of that Act.

#### **16.19 Expert Determination**

If any difference arises between the Lessor and the Lessee as to the interpretation of the provisions of this Lease or concerning any act matter or thing to be performed or observed under this Lease and if there is no express provision contained in this Lease for resolving the difference, then the difference may be submitted by either Party to the Expert Determination Process.

#### **16.20 No Warranty**

The Lessee acknowledges and agrees that:

- (a) it has inspected the Premises or has had the opportunity to inspect the Premises;
- (b) it has undertaken or had the opportunity to undertake, due diligence investigations of the Premises;
- (c) the Lessor does not expressly or impliedly warrant that:
  - (i) the Premises are now, or will remain suitable or adequate for all or any purpose of the Lessee, or for the activities which the Lessee is permitted to conduct in them; or
  - (ii) that any fixture or fitting in them is or will remain in working order and condition,
- (d) no warranty or representation has been given or made to the Lessee or to anyone on the Lessee's behalf by the Lessor or any other person on the Lessor's behalf as to:
  - (i) the zoning of the Premises;
  - (ii) the development potential of the Premises;
  - (iii) the compaction of the soil or any fill on the Premises;
  - (iv) the existence or non-existence of any Hazard on the Premises; or
  - (v) the suitability of the Premises for any use or purpose of any kind;
- (e) any representation or warranty as to the suitability and adequacy of the Premises implied by Law is denied and excluded to the extent permitted by Law.

#### **16.21 Own enquiries**

The Lessee acknowledges that in entering into this Lease the Lessee will be taken to have satisfied itself:

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- (a) by physical examination and inspection and all other necessary enquiries and relying on the opinion or advice of such experts as the Lessee may wish to consult as to the state, condition, quality and quantity of the Premises;
- (b) by enquiry of all relevant Authorities as to the zoning of the Premises and the use to which the Premises or any other land adjoining or in the vicinity of the Premises may be put;
- (c) as to the easements, restrictive covenants, notifications, memorials or other contracts or encumbrances to which the Premises may be or become subject;
- (d) as to the requirements of each and every relevant Authority and the current and prospective use and development of the Premises;
- (e) by independent valuations or reports to the value of the Premises and as to the present and future feasibility, liability and economic return that may be derived from the Premises;
- (f) as to the compliance or non-compliance (as the case may be) of the Premises with the Law; and
- (g) by survey and physical examination as to the area of the Premises and not relying on the position of any pegs purporting to mark the boundary,

and shall be deemed to enter into this Lease in reliance solely upon such examination, inspection, enquiry, perusal, opinion and advice and not upon any alleged statement or representation whatsoever made or alleged to have been made to the Lessee by the Lessor or any of the Lessor's employees, contractors or agents.

#### **16.22 Section 18 Consent**

- (a) This Lease is subject to and is conditional on the approval of the Minister for Lands under the Land Administration Act 1997 (WA).
- (b) Anything required to be done under this Lease by the Minister for Lands under this Lease may be done by the Minister for Lands or the Minister for Lands' duly appointed delegate or duly appointed representative including execution of any other documents required to give further and greater effect to this Lease.
- (c) Nothing in this Lease will operate to relieve the Lessee's obligation of obtaining the prior written approval of the Minister for Lands under the *Land Administration Act 1997 (WA)* to or in respect of a dealing to which that Act applies.
- (d) The Lessee must comply with the terms of the Minister for Lands' consent.

#### **17. EMERGENCY MANAGEMENT**

The Lessee acknowledges and agrees that in the case of an emergency or natural disaster affecting the Perth Metropolitan area:

- (a) the Lessor will have unfettered access to, and use of, the Premises if required by the Lessor; and
- (b) the Lessor will give notice to the Lessee as soon as reasonably possible, and in any event promptly and without any undue delay, after it determines its

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need to use the Premises in connection with the emergency or natural disaster.

## **18. LIQUOR LICENCE**

### **18.1 Liquor Licence**

If the Lessee uses the Premises for a purpose which requires a Liquor Licence, the Lessee must comply with the terms of this clause.

### **18.2 Compliance with Liquor Legislation**

The Lessee (or its nominee in which case this clause shall apply to the nominee) must:

- (a) at the Lessee's own expense do everything necessary to keep the Liquor Licence current, including:
  - (i) complying with the requirements and conditions of the Liquor Licence;
  - (ii) preparing, supplying, filing and registering all documents and information required under any Law or by any Authority in respect of the Liquor Licence;
  - (iii) promptly paying all money payable in respect of the Liquor Licence when due and payable including all annual licence fees;
  - (iv) carrying out any repairs required by the Licensing Authority in order to ensure that the Liquor Licence is not suspended, cancelled or in any way adversely affected;
- (b) not do or allow to be done anything which causes or could cause the Liquor Licence to be cancelled, suspended, forfeited, surrendered, terminated or otherwise adversely affected;
- (c) promptly comply with any order or notice given to the Lessee under the Liquor Act, any conditions of the Liquor Licence or any other Law relating to the Liquor Licence;
- (d) promptly give full written particulars to the Lessor of:
  - (i) any prosecution or proposed prosecution of the Lessee or any employee of the Lessee for breach of any obligation, or the commission of any offence, under any Law; or
  - (ii) any notice, demand or objection given or made by any person, concerning the Liquor Licence.

### **18.3 Manager**

The Lessee must appoint a manager and make any other appointments in respect of the Premises required under the Liquor Act, by the Licensing Authority or the under the terms of the Liquor Licence.

### **18.4 Liquor Licence must be maintained**

The Lessee must not:

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- (a) do or admit to do;
- (b) allow any other person to do or admit to do,  
anything which alone or in conjunction with the doing or omitting of anything else causes or could cause:
- (c) the Liquor Licence liable to be cancelled, suspended, forfeited, surrendered, terminated or otherwise adversely affected;
- (d) renewal of the Liquor Licence to be refused; or
- (e) the excision of any part of the Premises from the area the subject of the Liquor Licence.

#### **18.5 Renewal**

The Lessee must:

- (a) at its own cost, do anything necessary to keep the Liquor Licence current (including making applications for renewals);
- (b) not, without the prior written consent of the Lessor (which consent will not be unreasonably withheld), transfer, part with possession of, or in any way encumber the Liquor Licence except by way of transfer to an assignee or chargee permitted under this Lease;
- (c) produce the Liquor Licence on demand for inspection at the Premises by:
  - (i) the Lessor; or
  - (ii) any person authorised by the Lessor.

#### **18.6 Declarations**

The Lessee must promptly give to the Lessor on request a copy of any declaration or statement of liquor purchases or other information required to be given to the Licensing Authority.

#### **18.7 Trading**

- (a) The Lessee must remain the holder of the Liquor Licence during the Term unless the Lessor otherwise consents in writing.
- (b) The Lessee must:
  - (i) only sell or supply alcohol from the Premises:
    - A. during the hours; and
    - B. for the purposes,which are permitted under the Liquor Licence;
  - (ii) manage and conduct the trade and business carried on by the Lessee under the Liquor Licence in a quiet, orderly and business like manner.

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#### **18.8 Authority**

The Lessee authorises the Lessor to obtain from the Licensing Authority (as and when the Lessor thinks fits) any information the Lessor requires including details of any charges or complaints against the Lessee.

#### **18.9 Alteration of hours and trading terms**

The Lessee will not be entitled to any reduction of the Rent or any other money payable under this Lease by virtue of any Law terminating the Liquor Licence or any condition imposed on the Liquor Licence affecting the hours during which any part of the Premises may not be lawfully opened for the sale of liquor or affecting the manner in which the Lessee may conduct the business carried on under the Liquor Licence.

#### **18.10 Closure of premises**

The Lessor is not responsible or liable to pay to the Lessee, or to any occupier or licensee of the Premises, any compensation or damages if any part of the Premises is closed by the Licensing Authority or the Liquor Licence ceases to be enforced or is withheld, declined or refused under any Law.

#### **18.11 Standards**

The Lessee must:

- (a) keep the Premises properly furnished and otherwise up to the standard required by the Licensing Authority; and
- (b) fulfil and perform all other requirements of the Licensing Authority in respect of the Premises.

#### **18.12 Payment of fees**

The Lessee must:

- (a) pay all fees (to the extent required by Law) levied, rated or assessed on the Premises in respect of the Liquor Licence; and
- (b) promptly produce to the Lessor on request any receipts for those payments.

#### **18.13 Indemnity**

Except to the extent caused by any act, neglect, default or omission of the Lessor, or its agents, contractors or employees the Lessee must indemnify and keep indemnified the Lessor against all costs, claims, demands, expenses, losses or damages of whatever nature suffered or incurred by the Lessor as a result of failure by the Lessee to:

- (a) duly and punctually observe and perform all obligations on the part of the Lessee contained and implied in clauses 18.1 to 18.12;
- (b) retain the Liquor Licence in respect of the Premises.

#### **18.14 Transfer of Land Act Covenants implied**

The following covenants by the Lessee are to be construed according to section 94 of the *Transfer of Land Act 1893* (WA):

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- (a) the Lessee will not carry on any offensive trade;
- (b) the Lessee will apply for renewal of licence; and
- (c) the Lessee will facilitate the transfer of licence.

#### **18.15 Adjustments at Termination**

Subject to the Lessee complying with the provisions of clause 18.17, at Termination all pre-paid rates, insurance premiums and licence fees paid by the Lessee for any period extending past Termination will be adjusted to the date on which the Premises is vacated and the Lessee is entitled to receive from the Lessor that part of all such rates, insurance premiums and licence fees applicable to any period subsequent to Termination.

#### **18.16 Attorney**

The Lessee (and the Lessee's personal representatives, assignees and sublessees) irrevocably appoints the Chief Executive Officer of the Lessor, the Minister for Lands and each and every duly appointed delegate of the Chief Executive Officer of the Lessor or the Minister for Lands (**Delegate**) jointly and severally as attorney for the Term and for so long afterwards as may be necessary:

- (a) to perform all acts and prepare, sign and give all notices, applications and other documents as are necessary to transfer the Liquor Licence to the Lessor, or its nominee, at Termination and complete any documents signed by the Lessee and deliver to the Lessor in accordance with this Lease for that purpose; and
- (b) to fill out and complete any documents (whether already held by the Lessor or not) and signed by the Lessee authorising any application in connection with the Liquor Licence or the business.

#### **18.17 Transfer of Liquor Licence**

At Termination the Lessee must do all things necessary to apply to transfer the Liquor Licence to the Lessor or its nominee or to otherwise deal with the Liquor Licence as the Lessor directs. The Lessor is not liable to the Lessee for any compensation or payment for transferring the Liquor Licence or any goodwill that may attach to the Liquor Licence or the business.

#### **18.18 Support Application**

The Lessor agrees, unless prevented from doing so at Law, subject to public policy constraints, and provided that the Lessee has complied with the Lessee's Obligations, to support any application by the Lessee for a Liquor Licence.

EXECUTED by the Parties to this Lease as a Deed on the date specified on page 1.

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## **SCHEDULE**

### **Particulars**

- Item 1. Lessor:**  
(the Parties)
- City of South Perth** of Cnr Sandgate Street and South Terrace, South Perth WA 6151.
- Item 2. Lessee:**  
(the Parties)
- Wesley South Perth Hockey Club Inc** (A0720026T) of 1 Amherst Street, South Perth WA 6151.
- Item 3. Land**
- Lot 502 on Deposited Plan 416118 being the whole of the land comprised in Certificate of Crown Land Title Volume LR3170 Folio 622.
- Item 4. Premises**  
(clause 1.1)
- That part of the Land as shown hachured on the Premises Plan.
- Item 5. Licensed Area**  
(clause 1.1)
- That part of the Land as shown cross hachured on the Licensed Area Plan.
- Item 6. PC Latest Date**  
(clause 1.1)
- 3 years from the Commencement Date.
- Item 7. Commencement Date:**  
(clause 2.2)
- [to be inserted].
- Item 8. Term:**  
(clause 2.2)
- 21 years.
- Item 9. Rent:**  
(clause 3.1)
- \$1.00 per annum plus GST (if demanded by the Lessor).
- Item 10. Rent Commencement Date:**  
(clause 3.1)
- The Commencement Date.
- Item 11. Insured Amount (Public Liability Insurance):**

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(clause 5.2)

\$20,000,000.00

**Item 12. Permitted Purpose:**  
(clause 7.12(a))

- (a) the construction, operation and use of an artificial hockey field to accommodate hockey activities and other sporting, leisure and recreational activities;
- (b) the construction, operation and use of club facilities building to accommodate:
  - (i) community sport and administration offices associated with community sporting clubs;
  - (ii) active recreation;
  - (iii) functions and catering space; and
  - (iv) food and beverage facilities including café, bar and canteen; and
- (c) any other public recreational purposes from time to time agreed by the Parties.

**Item 13. Security Deposit:**  
(clause 1.1)

Not applicable

**Item 14. Further Term:**  
(clause 14)

Not applicable.

**Item 15. Special Conditions:**  
(clause 16.14)

Nil.

**Item 16. Bank Guarantee:**  
(clause 15)

Not applicable

**Item 17. Repainting Dates**  
(clause 6.2)

Not applicable.

**Item 18. Working Hours during Development Works**

- (a) Subject to paragraphs (b) and (c), Monday to Saturday: 7:00 am – 6:00 pm.
- (b) No work allowed on Sundays and Christmas Day, ANZAC Day and Good Friday.

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- (c) The Lessee may at any time on any day undertake internal Development Works on the interior of the building constructed as part of the Development.

**Item 19. Hockey Permitted Period**

Hockey Permitted Period	1 March to 31 October in each calendar year
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Executed by the Parties as a deed.

The common seal of the City of South Perth )  
was hereunto affixed in the presence of: )  
)  
)  
)  
)  
)

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Print name in full

\_\_\_\_\_  
Print name in full

The common seal of **Wesley South Perth** )  
**Hockey Club Inc** was hereunto affixed to )  
this deed pursuant to the constitution of )  
Wesley South Perth Hockey Club (Inc) in )  
the presence of each of the undersigned )  
each of whom declares by the execution of )  
this document that he or she holds the )  
office in Wesley South Perth Hockey Club )  
(Inc) indicated under his or her name:

\_\_\_\_\_  
Signature of Office Holder

\_\_\_\_\_  
Signature of Office Holder

\_\_\_\_\_  
Print name of Office Holder

\_\_\_\_\_  
Print name of Office Holder

\_\_\_\_\_  
Address of Office Holder

\_\_\_\_\_  
Address of Office Holder

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Office Held

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Office Held

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## ANNEXURE A

Minister's Consent Letter

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## Annexure B – Premises Plan

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## Annexure C – Licensed Area Plan

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## Annexure D- Laydown Area

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## **Annexure E**

### **EXPERT DETERMINATION PROCESS**

#### **1. EXPERT**

##### **1.1 Definitions**

The following definitions apply for the purposes of these provisions:

**"Dispute"** means any dispute arising out of this Lease;

**"Dispute Notice"** a notice identifying the particulars of the Dispute;

**"Expert"** means, at the Lessor's discretion, the most appropriate of either:

- (a) a legal practitioner of not less than 15 years experience in commercial office leasing in the Perth metropolitan area;
- (b) an Accountant;
- (c) a quantity surveyor;
- (d) an architect; or
- (e) any other person with suitable qualifications and experience nominated by the Lessor acting reasonably.

##### **1.2 Dispute**

If a Dispute arises between the Parties then either Party may give the other Party a Dispute Notice and the Parties are to discuss the Dispute in good faith and explore resolution of the Dispute. If for any reason the Parties have not resolved the Dispute within 20 Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause 1.

##### **1.3 Expert Determination**

- (a) Following service of a Dispute Notice and failure to agree a resolution within the 20 Business Day period referred to in clause 1.2, an Expert will be appointed at the request of either Party to determine the Dispute.
- (b) if the person is unavailable or unwilling to act or the appointed Expert:
  - (i) is declared of unsound mind or mentally ill;
  - (ii) is declared bankrupt; or
  - (iii) is prevented by illness or incapacity or death or by being unavailable to determine a Dispute following the issue of a Dispute Notice, from performing his or her obligations under this Lease,

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and the Parties are unable to agree in writing within 3 Business Days after the issue of the relevant Dispute Notice on the appointment of another person to act as the Expert for the purposes of a determination following the issue of a Dispute Notice, then either Party may request the President of the Australian Property Institute, Western Australia Division (or the President's nominee) to nominate an independent person to act as such Expert.

- (c) Unless the Parties agree otherwise, the Expert:
  - (i) will act as an expert and not as an arbitrator;
  - (ii) must have no interest or duty which conflicts, or which may conflict, with his or her function as the Expert;
  - (iii) must not be a former or current employee or representative of the Lessor or the Lessee;
  - (iv) must disclose fully to the Parties, before entering into an agreement to act as the Expert, any interest or duty which may conflict with his or her position; and
  - (v) will be entitled to refer aspects of the Dispute to a third person for the purpose of taking advice on a specific matter relating to the Dispute and will endeavour to ensure that any third party, servant, agent or consultant of the Expert will be subject to the same obligations of confidentiality as outlined in this clause 1.
- (e) Each Party:
  - (i) may be legally represented at any hearing before the Expert;
  - (ii) will be entitled to produce to the Expert any materials or evidence which that Party believes is relevant to the Dispute; and
  - (iii) will make available to the Expert all materials requested by him or her and all other materials which are relevant to his or her determination.
- (f) The Expert will not be bound by the rules of evidence and, subject to the Expert abiding by the rules of natural justice, the Expert will have the power to inform himself or herself independently as to the facts to which the Dispute relates and to take such measures as he or she thinks fit to expedite the determination of the Dispute.
- (g) Subject to the Expert abiding by the rules of natural justice the Expert is to determine the procedures to be followed in resolving the Dispute and the Parties must co-operate promptly with those procedures, but the Expert shall in any event:
  - (i) provide the Parties with an equal and fair opportunity to make written submissions and if requested by either Party, conduct a hearing to allow the Parties to make oral submissions in support of their position;
  - (ii) provide written reasons for the Expert's determination;
  - (iii) before handing down the determination, issue the determination in draft form to the Parties and allow the Parties an equal and fair opportunity (taking into account any urgency in resolving the Dispute) to lodge written submissions concerning the proposed determination

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which the Expert must consider before settling and handing down the Expert's determination.

- (h) Subject to any privileges under Law, unless otherwise agreed by the Parties, all material and evidence made available for the purposes of the determination will be kept confidential, unless disclosure by a Party would be permitted under any provisions of this Lease.
- (i) The Expert's determination:
  - (i) is final and binding on the Lessor and the Lessee unless it involves a cost exceeding \$250,000 (excluding the costs incurred by a Party in the course of the determination) to either the Lessor or the Lessee. If the Expert's determination does involve a cost to either the Lessor or the Lessee in excess of \$250,000 (excluding the costs incurred by a Party in the course of the determination), that determination will be final and binding on the Lessor and the Lessee unless the Lessor elects, within 14 days of the determination, in the Lessor's absolute discretion, to reject the Expert's determination;
  - (ii) will be made without delay and in any event within 20 Business Days after being appointed as an Expert, unless the Parties otherwise agree in writing; and
  - (iii) will determine what, if any, adjustments may be necessary between the Parties.
- (j) The costs in relation to a determination by the Expert will be dealt with as follows:
  - (i) the remuneration of the Expert will be advanced by the Parties to the Dispute in equal shares, until agreement or a determination is made under paragraph (ii) below as to who should pay for such remuneration;
  - (ii) unless the Parties specifically otherwise agree, the Expert will determine which Party will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party was at fault or unreasonable in failing to agree to the matter under reference, and that Party will bear those costs accordingly.
- (k) Nothing, while in Dispute, will relieve the Lessor or the Lessee from any of their obligations under this Lease.

#### **1.4 Costs**

Unless otherwise ordered by the Expert under clause 1.3, the Expert's costs shall be paid by the Lessor and the Lessee in equal shares and each Party shall pay its own legal and other costs of the Dispute.

#### **1.5 Urgent interlocutory relief**

Nothing in this clause 1 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.



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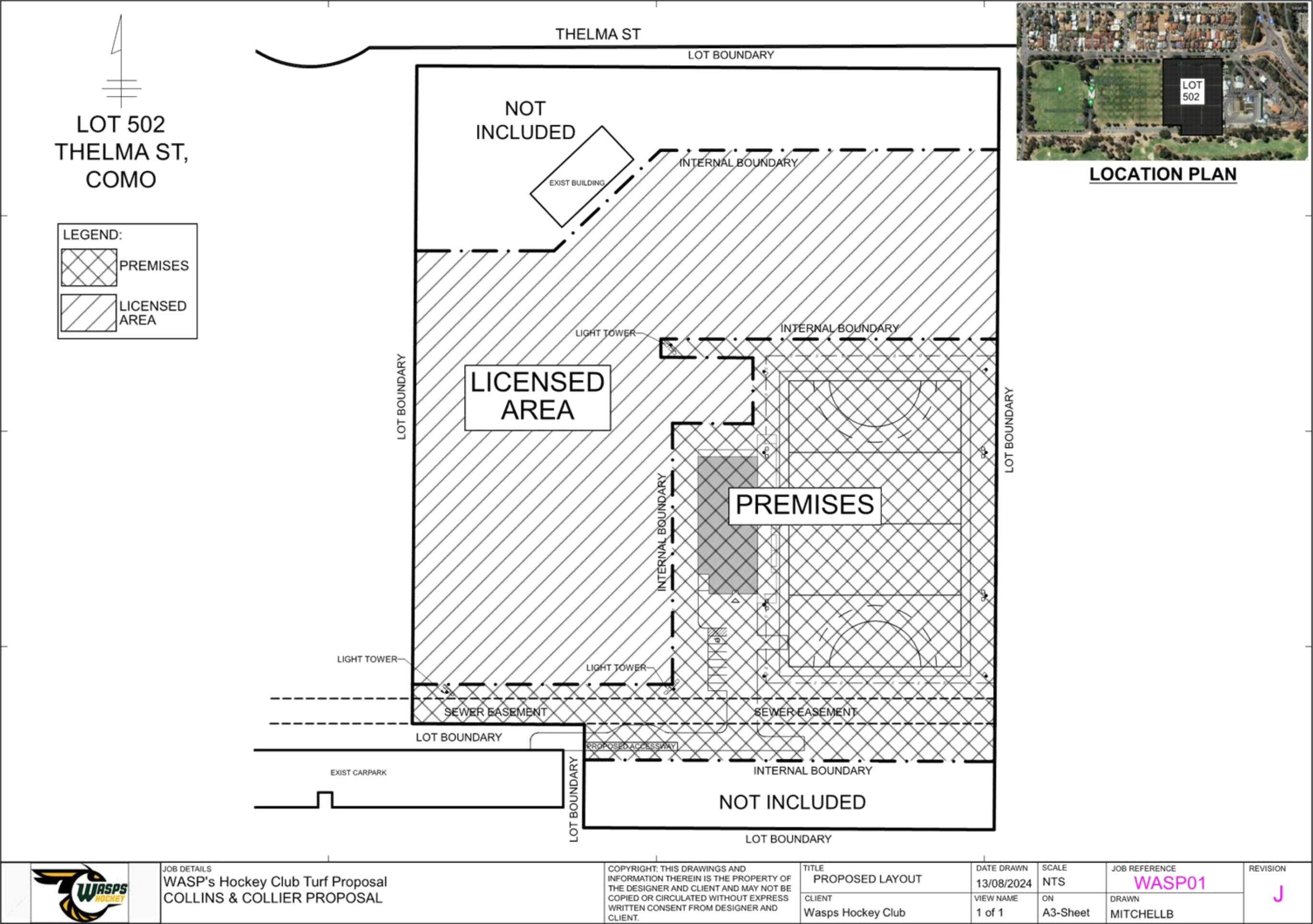
## Annexure F – Development Approval

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## Annexure G – Tree Management Plan

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## MANAGEMENT PLAN. SHORT TERM ACCOMMODATION

6/281 MILL POINT ROAD SOUTH PERTH

Prepared for: The City of South Perth. June 2024



Document Set ID: 795656  
Version: 1, Version Date: 20/06/2024



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## INTRODUCTION

This Short-Term Accommodation Management Plan has been prepared to demonstrate to the City of South Perth that if a change of use to Short-Term Holiday Home is approved for Unit 6/281 Mill Point Road South Perth, the property will be professionally managed to minimise any adverse impact on neighbours and nearby residents.

Easy Home Rentals specialise in managing short-stay accommodation and have the procedures in place ensure guests comply with a Strict Code of Conduct.

We use specialised software during the booking process to screen guests and only accept guests with a 5 star rating from AirBNB.

This software also requires guests to provide detailed identification information which is verified prior to bookings being accepted.

These additional checks flag potentially undesirable guests and discourages any anti-social behaviour.

If approved, guests will be able to book a stay via real estate agents, relocation managers and short-stay accommodation websites such as Airbnb and Stayz.

In cases involving real estate professionals, guests will be also subject to the Residential Tenancies Act (1987) and the Real Estate and Business Agents Act (1978).



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## PROPERTY DESCRIPTION/USE

6/281 Mill Point Road South Perth is a unit within the Arlington Apartments complex, which was originally serviced apartments managed by Quest.

The Unit has two bedrooms and one bathroom. A maximum of four people will be allowed to stay at the property during each booking.

Off-street undercover parking for one vehicle is allocated to the unit.

The location is on a major throughfare with quick access to the tourist/restaurant precinct on the South Perth foreshore and the CBD which will appeal to both holiday makers and business people.



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## COMPLAINTS MANAGEMENT

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Complaints can be resolved at a neighbour level, or via the Manager.

If neighbours believe guests are not being respectful of the Code of Conduct, they can contact the Manager.

The Manager's contact details are as follows:

Ms Phoebe Ho

Easy Home Rentals

0439 724 888

phoebe@easyhomerentals.com.au

If neighbours are having any issues with the operation of the property, such as the location and/or orientation of lighting, vegetation on site or any other general issues, they are encouraged to contact the Manager to further discuss such issues.

A Register of Complaints will be maintained by the Manager and available for inspection by an authorised Council Officer.

The complaints register will contain the following information:

1. The date and time of the complaint;
2. The name and address of the complainant;
3. The nature of the complaint;
4. Investigations carried out;
5. Action taken; and
6. Response provided to complainant.

A copy of this Management Plan can be made available to neighbours. Neighbours will also be provided with the contact details of the Manager and owner.

Neighbours can to be provided with the following:

1. A copy of the Code of Conduct;
2. A copy of the complaints management procedure;
3. Contact details which allows neighbours to engage with the Manager in the event of anti-social behaviour, particularly after hours.

Neighbours will also be encouraged to contact the police if they have concerns of any illegal activity at the property.





## COMPLAINTS MANAGEMENT

Complaints are divided into two categories, the process for each is detailed below:

### **Level 1: Complaint (minor noise disturbance and/or complaint)**

In the event of a Level 1 complaint the following procedure is to be adopted:

1. The neighbour is encouraged to contact the Guest to advise of the concern;
2. Alternatively, or in the event that the concern is not resolved, the neighbour is to contact the Manager;
3. The Manager will contact the guests to advise them of the complaint and remind them of their obligations under the Code of Conduct.
4. If the issue is not resolved and a further complaint is received within 12 hours, the Manager or an appointed security firm will attend the site;
5. In the event of a further complaint being received and the complaint validated, the guests will be evicted in accordance with the Code of Conduct.

### **Level 2 Complaint (major noise disturbance or party)**

Guests are encouraged to enjoy their time on the property, but as specified in the Code of Conduct, parties are not permitted and noise should be minimised after 9pm and before 7am.

If a Level 2 complaint is received, the following procedure is to be adopted:

1. The Manager or security firm will attend the premises within one hour of the complaint to verify if this is a major noise disturbance or party;
2. If the complaint and the issue is deemed to be a level 1 complaint then the procedure for Level 1 shall be followed.
3. If the complaint is verified as a Level 2 complaint, the guests will be evicted in accordance with the Code of Conduct.



## CHECK-IN AND CHECK-OUT

### Check-In

At the time of booking online, guests must review and agree to accept the house rules which specifically state:

1. No parties or events;
2. Quiet house after 9.00 pm

Check-in time is 2.00pm - 9.00pm daily.

Guests are provided with a code for keypad entry into the property.

Check-ins are not permitted between 9.00 pm and 7.00 am.

If guests arrive at the property after 9.00 pm they should find alternative arrangements for their stay overnight and check in the following day.

### Check-out

Check-out time is between 7am and 11am on the day of departure, unless other arrangements have been made with the Manager.

In the event that the Manager grants approval for check-out before 7.00am, guests are to ensure that noise is kept to a minimum to avoid disturbing neighbours.





## ON-SITE REGISTER / MAINTENANCE

### On-site register.

A register of all occupants will be kept by the Manager and be available for inspection by an authorised Council Officer, and shall contain:

- 1 The full names and usual place of residence of all occupants
- 2 The dates of arrival and departure of the occupants.

### Maintenance.

Maintenance refers to both building maintenance and care of the gardens.

Maintenance will be managed by the Manager.

Maintenance will preferably be performed at a time between occupancy unless it is urgent and requires attendance at time of occupancy.

Other than in the case of an emergency, any maintenance contractors or staff will be engaged to attend during normal business hours to minimise disruptions to neighbours.







## GUEST GUIDE

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A guide containing the following information shall be prepared for guests and kept in a folder on premises:

- 1 Manager name and contact details.
- 2 Code of Conduct.
- 3 Procedure in the event of the house alarm activating.
- 4 Wi-Fi Device name and password.
- 5 Key lockbox code.
- 6 TV Information.
- 7 Air Conditioner operation.
- 8 Location of the first aid kit.
- 9 Extra towels and sheets.
- 10 Hot water systems operation.
- 11 Rubbish bin location and procedure for collection of rubbish bins.
- 12 Check-in time.
- 13 Check-out time.
- 14 Local restaurants and shopping.
- 15 Local parks and recreation services.
- 16 Other major attractions.
- 17 Important contact numbers.
- 18 Any other information as required.

### **Manager's Guide and Responsibilities.**

A guide documenting tasks and processes will be retained by the Manager for the following:

- 1 General hosting (Including liaisons with clients, providers and Local Government);
- 2 Cleaning information between occupants;
- 3 Procedure for bin collection;
- 4 Laundry requirements;
- 5 Garden preventative maintenance; and
- 6 Building preventative maintenance.

The Manager shall maintain:

The Register of Complaints as referred to in this Management Plan;

A register of all occupants referred to in this Management Plan;



## CODE OF CONDUCT FOR GUESTS AND VISITORS

The Code of Conduct is provided at the property to ensure that guests and visitors know and comply with specific behaviour governing their permission to enter and occupy the property.

The Code of Conduct will be displayed in a conspicuous place in the property so that it can be easily viewed by guests and visitors.

### General Principles

Short-Term Accommodation is a unique experience and the guiding principles of this Code of Conduct are:

- 1 Treat the property as if it is your own home.
- 2 Respect your neighbours.
- 3 Leave it in the appropriate condition as it was upon occupation.

### General Requirements

- 1 Guests and visitors must comply with this Code of Conduct and instructions from the Manager during their stay.
- 2 Guests must notify the Manager of any disputes or complaints from neighbours as soon as practicable.

### Noise and Residential Amenity

- 1 Guests and visitors must not create noise which is offensive or has the potential to create a nuisance to occupiers of neighbouring properties especially between 9pm and 7am Monday to Saturday and 9pm – 9am on Sunday and public holidays, during arrival and departure, and at any time throughout the occupancy.
- 2 Offensive noise is prohibited and may result in termination of permission to occupy the property, eviction, loss of rental paid and extra charges for security and other expenses, which may be deducted from the security deposit or bond under the terms and conditions.
- 3 Guests and visitors must not engage in any anti-social behaviour and must minimise their impact upon the residential amenity of the neighbours and the local community.

### Visitors

- 1 No visitors or guests other than those who are booked to stay at the property can stay in the property without first obtaining the Manager's approval.
- 2 If the Manager's approval is obtained for visitors, guests are responsible for ensuring that visitors comply with this Code of Conduct.



## CODE OF CONDUCT FOR GUESTS AND VISITORS

### Gatherings and Functions.

This property is not a "party house" and any such activities are strictly prohibited.

### Parking.

- 1 Guests and visitors are to comply with parking regulations and other requirements as set out below and show consideration to neighbours and other vehicles.
- 2 Parking arrangements on the property are restricted to the allocated single parking bay..
- 3 Guests are not to park on Mill Point Road.
- 4 Guests are to ensure that there is not more than one (1) vehicle per booking.

### Garbage and Recycling

- 1 Rubbish and recycled goods are to be disposed of in accordance with the usual practice at the property in the allocated bins, and excess rubbish must not be left in a public area.
- 2 Rubbish and recycling arrangements at the property are in the form of a bin for general rubbish and a bin for recycled goods as per the City of South Perth Guidelines.
- 3 Bins should not be placed on the verge before 12pm on the day before collection day.  
  
The Manager is to check by 6pm on the evening prior to collection day that the bins have been placed on the verge. In the event that bins are not placed on the verge by 6pm on the evening prior to collection day, the Manager will place the bins on the verge.  
  
The Manager is to check by 6pm on the day of collection that the bins have been brought onto the property and are not on the verge. In the event that bins are still on the verge at 6pm on the day of collection, the Manager will bring the bins back on the property.

### Security.

- 1 Whenever guests are absent from the property they must close and lock all windows and doors to maintain security and prevent rain and water damage.
- 2 At all other times, doors and windows should be secured as a general security measure.
- 3 The mains electricity RCD's (Residual Current Devices) are located in the property's meter box.  
  
In the event of the house security alarm being accidentally activated, guests are to endeavour to stop the alarm sounding as soon as possible and advise the Manager of the incident.



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## CODE OF CONDUCT FOR GUESTS AND VISITORS

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### Outdoor Areas.

- 1 Guests are to respect the privacy of neighbours when utilising the outdoor courtyard.
- 2 Guests are to also minimise noise when in the outdoor area.

### Smoking.

Smoking is not permitted within the residence.

### Pets.

Pets are only permitted with approval of the Manager.

### Motorcycles and Bicycles.

Motorbikes and bicycles are not permitted within the residence.

### Barbecue.

- 1 All controls must be turned off after use.
- 2 The BBQ must be cleaned after each use.

### Damages and Breakages.

Any damage or breakages must be reported to the Manager.

### Compliance.

- 1 Breach of the Code of Conduct is a breach of The Terms and Conditions of Contract and permission to occupy of the property.
- 2 The owner and Manager reserve the right, in accordance with the law, to terminate permission to occupy and to evict from the property guests or visitors who refuse to follow the Code of Conduct, or who cause a nuisance.



## MANAGEMENT CONTACT INFORMATION

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The Manager's contact details are as follows:

Ms Phoebe Ho

Easy Home Rentals

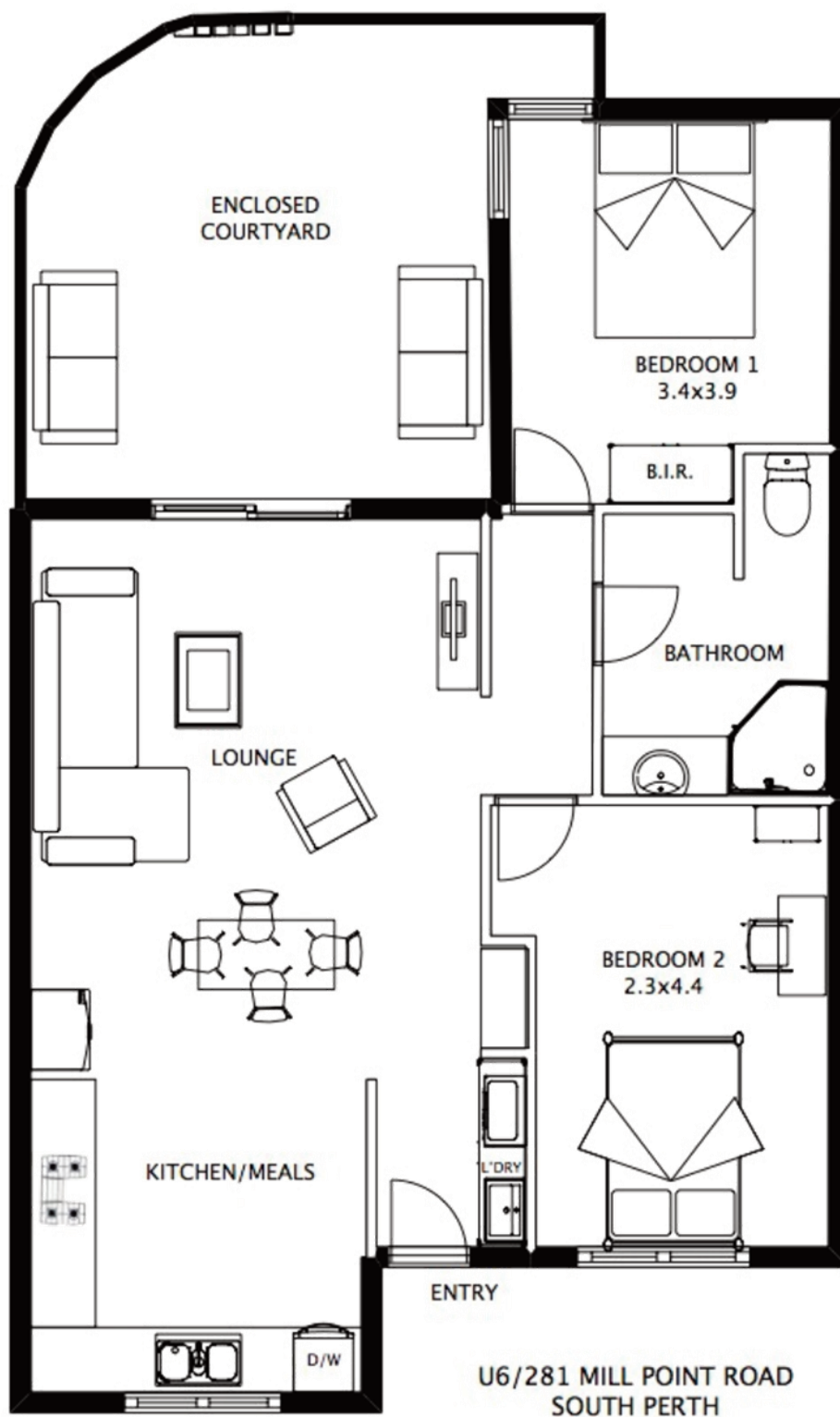
0439 724 888

phoebe@easyhomerentals.com.au



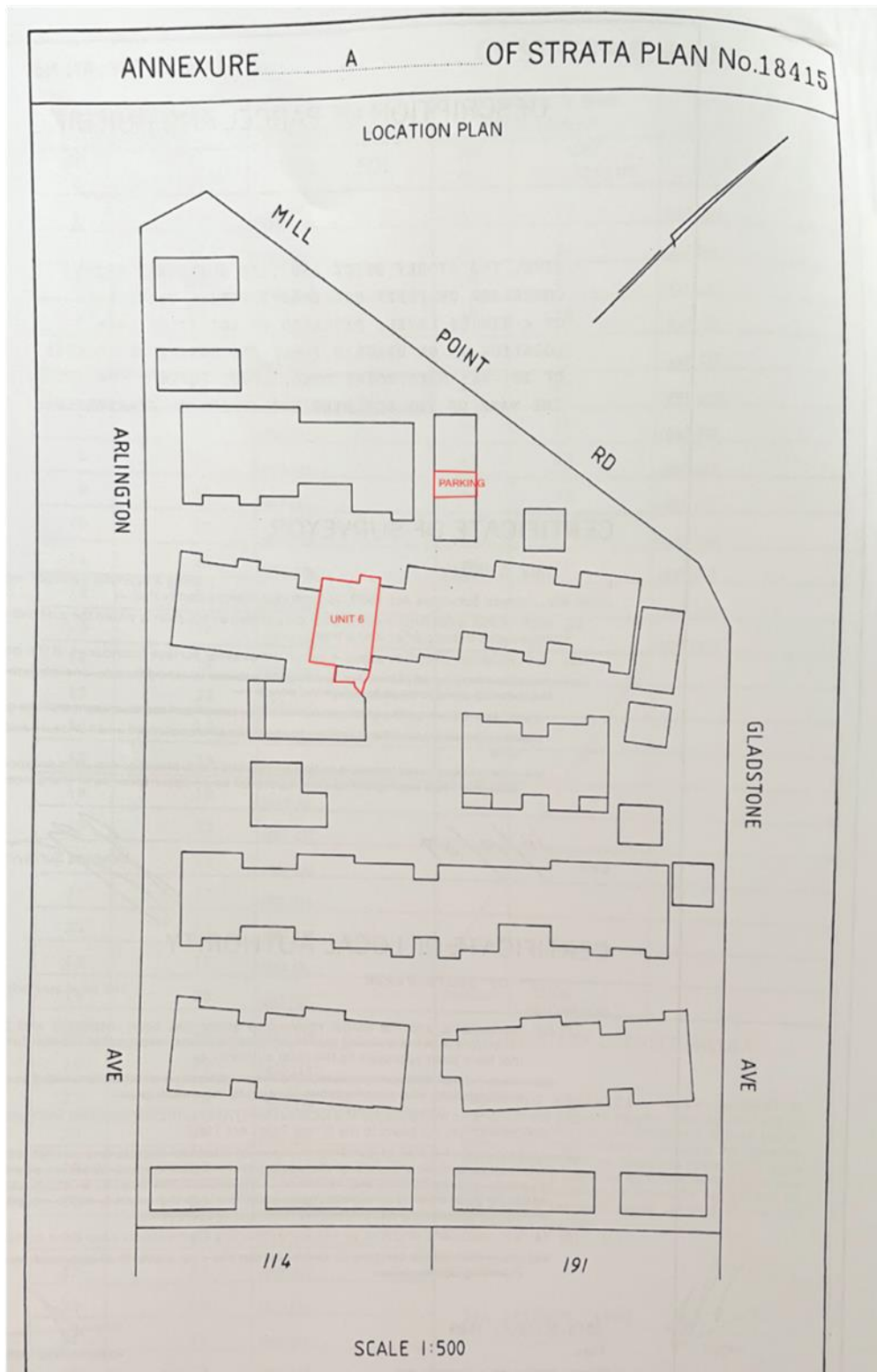


## FLOOR PLAN



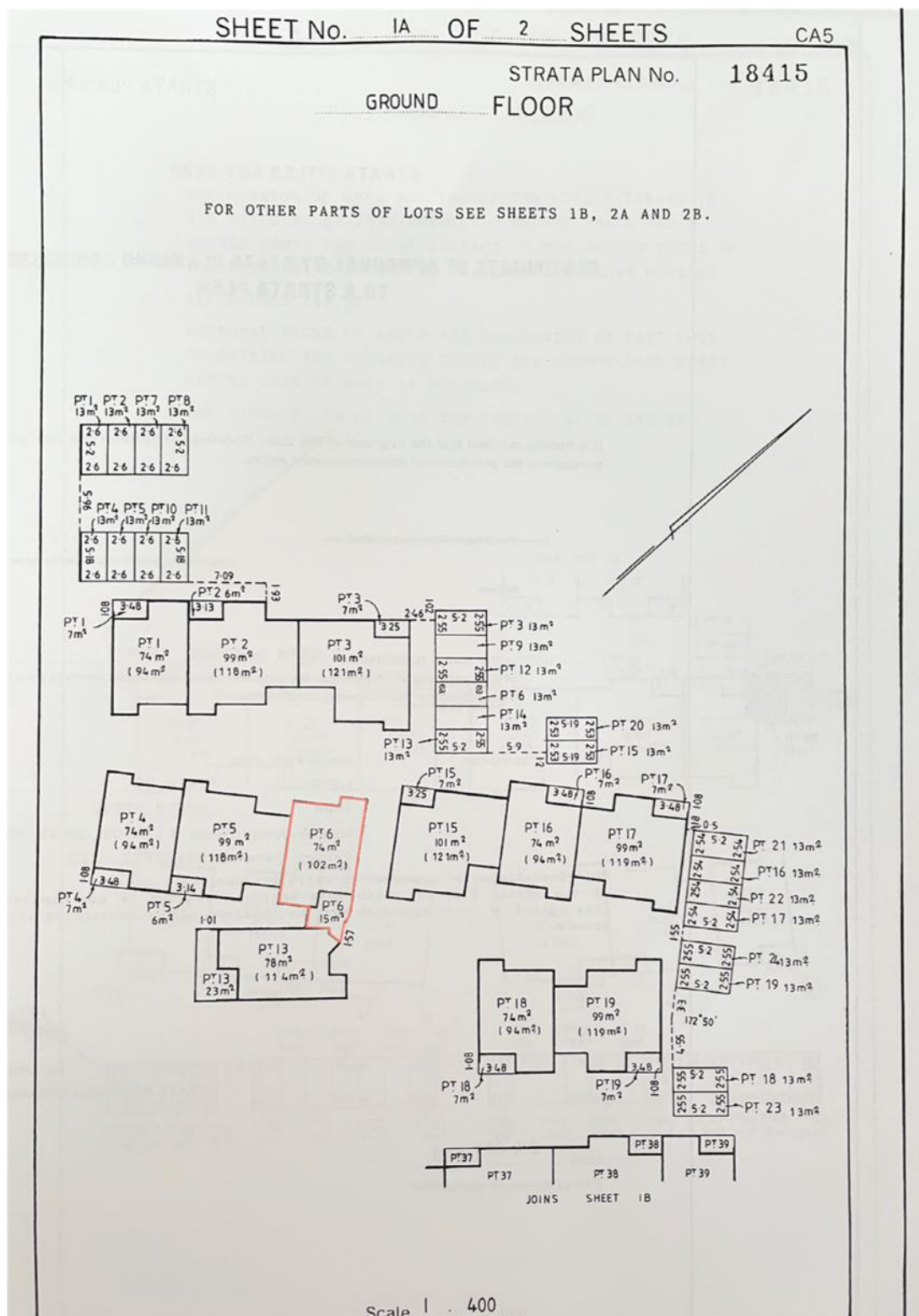


## SITE PLAN A





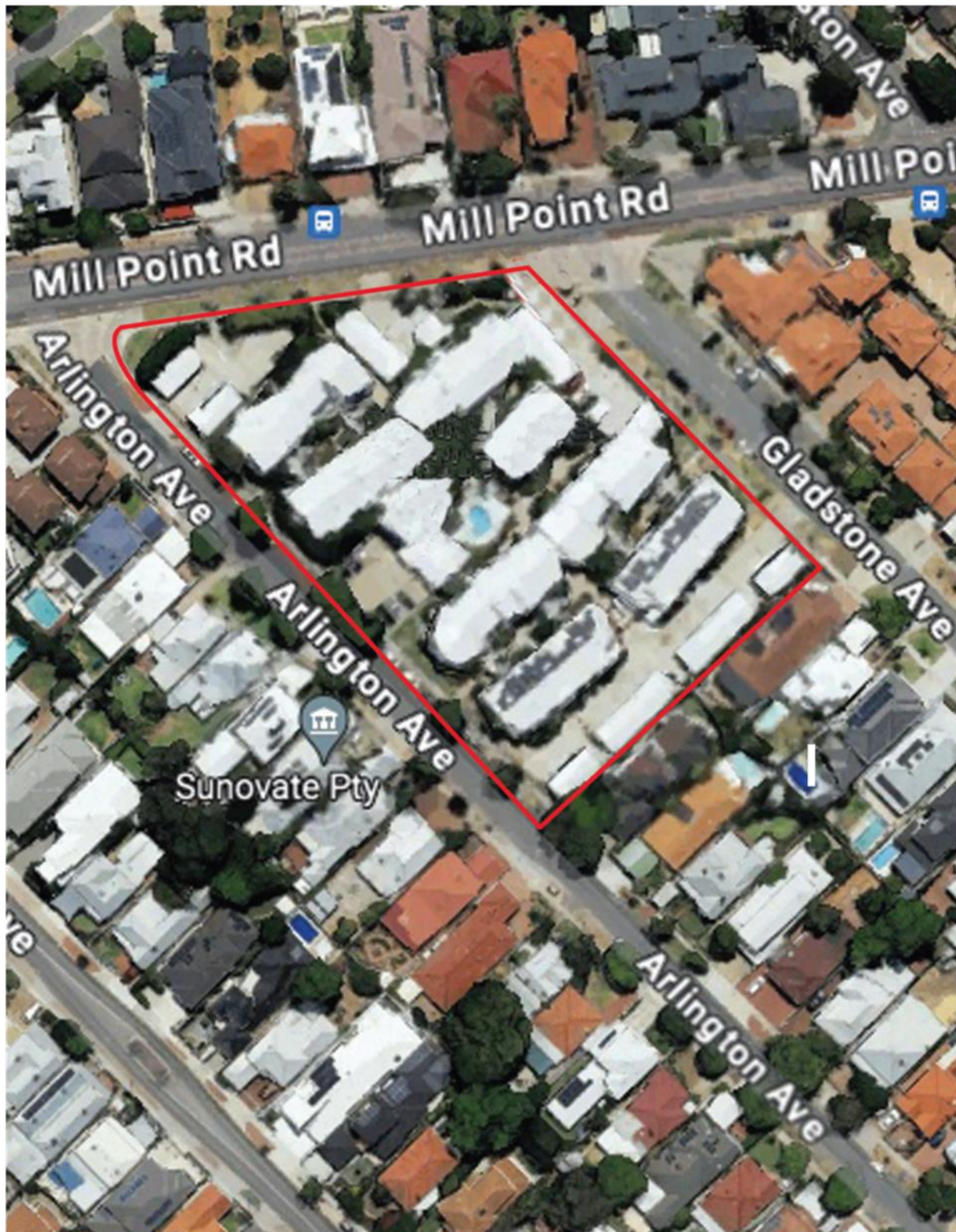
# SITE PLAN B







## AERIAL VIEW

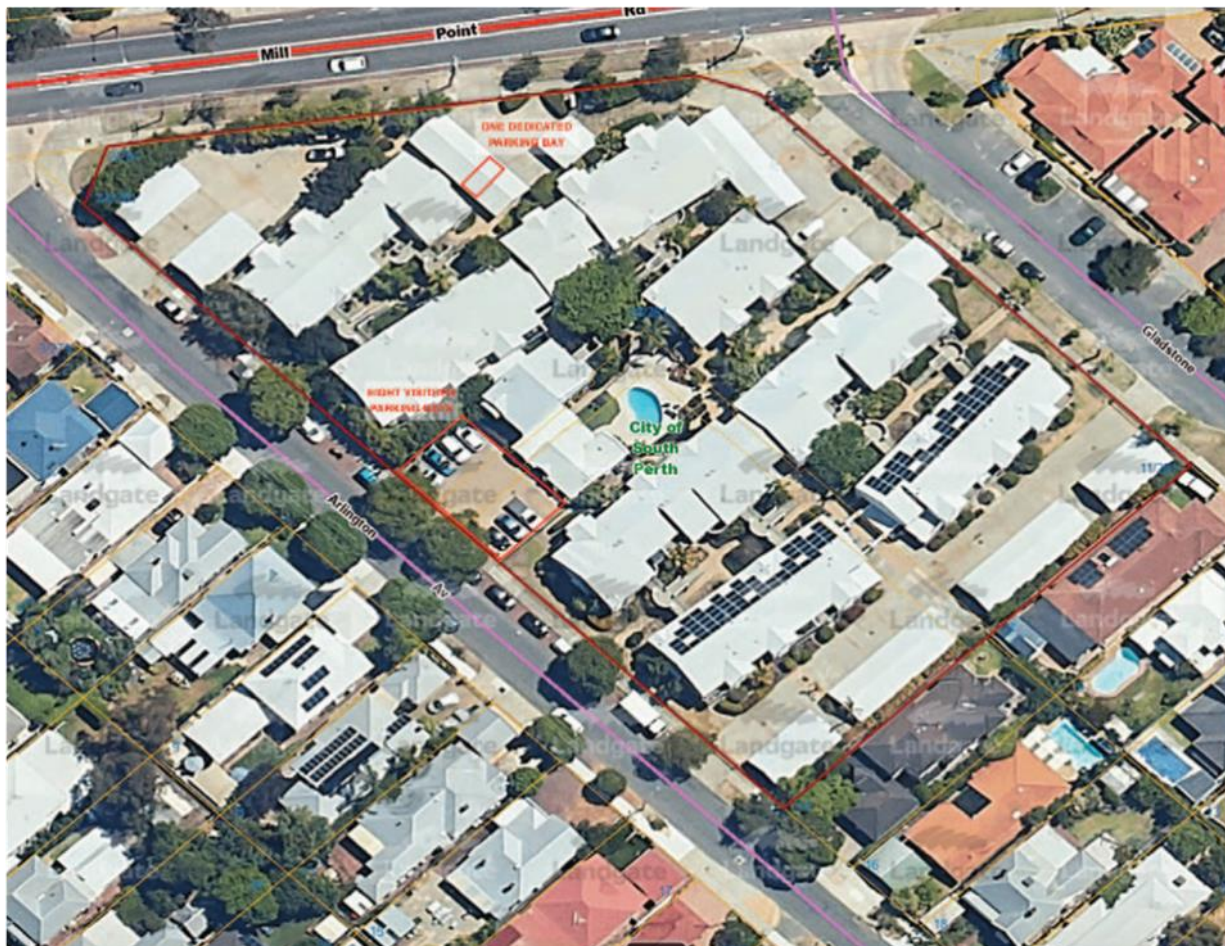


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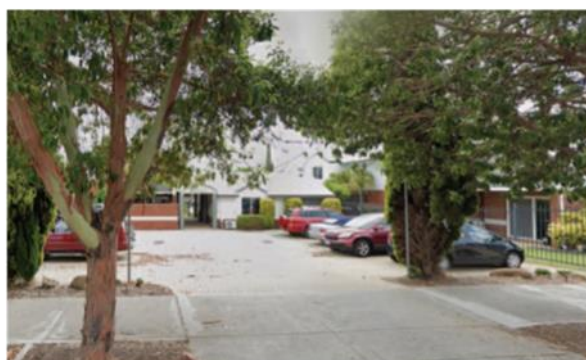




## PARKING 281 MILL POINT ROAD SOUTH PERTH



UNIT 6 HAS A DEDICATED PARKING BAY  
ARLINGTON APARTMENTS HAS EIGHT VISITORS PARKING BAYS



Unit Six is a two bedroom apartment.  
As short-term accommodation it would be occupied by:  
Two couples. One couple and a child. Two singles.  
Any of these groups would have a maximum of two vehicles.

**Received:** Mon, 29 Jul 2024

**Subject:** PDDA-2024/3554 City of South Perth

**6/281 Mill Point Road South Perth WA 6151 – Change of Use – Holiday Accommodation**

We are the owners of unit 3. We are concerned if approval were granted to make unit 6 for holiday use for several reasons.

1. the potential to disturb residents in the complex as many are long term residents and not on short term holidays.
2. the possibility for damage to the complex that may be difficult from short term residents.
3. the potential for an increase in noise.
4. we are in the midst of an accommodation crisis for people living in their cars or migrants coming to WA for work.
5. the potential for the lack of security on entering and exiting the premises.
6. we are not aware of any supervision at the premises.
7. why promote pleasure accommodation in these circumstances?

G and J Church

Owners 3/281 Mill Point Road South Perth WA 6151

**Received:** Thur, 01 Aug 2024

**Subject:** PDDA-2024/3554 City of South Perth

**6/281 Mill Point Road South Perth WA 6151 – Change of Use – Holiday Accommodation**

The strata body agreement for the properties at 281 Mill Point Road states that the properties shall not be used for short term accommodation.

J Smith

Owners 41/281 Mill Point Road South Perth WA 6151

[REDACTED]  
**Sent:** Wed, 31 Jul 2024 08:51:25 +0800  
**To:** "enquiries" <enquiries@southperth.wa.gov.au>  
[REDACTED]  
**Subject:** PDDA-2024/3554 City of South Perth

Hello @ City of South Perth

Could you please forward this email to the correct people within the City of South Perth.

**6/281 Mill Point Road South Perth WA 6151 – Change of Use – Holiday Accommodation**

Thank you for the opportunity to comment on this development application.

We would like to register our disapproval/objection at the proposal to turn unit 6 (or any other unit in the complex) to holiday accommodation.

We believe that changing the use for unit 6 (and potentially others that may follow) will detract from the quite nature of the apartment complex.

The expected increase in turnover of tenants over shorter time periods (especially if more units seek a similar “change in use”) is not desirable from our point of view.

Our preference remain to keep all units within the location as longer term accommodation.

Regards

N A and P Monaco  
Owners 38/281 Mill Point Road South Perth WA 6151.



## Local Planning Policy - Waste Management

### 1. Citation

This is a Local Planning Policy prepared under Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. This Policy may be cited as Local Planning Policy - Waste Management.

### 2. Purpose

To outline waste management practices for development and the information to be submitted as part of the development application process.

### 3. Application

- 3.1 This policy applies to all development on land within the City of South Perth where Local Planning Scheme No. 7 (LPS 7) applies, excluding Single houses.
- 3.2 Where Part C of the Residential Design Codes (R-Codes) Volume 1 applies, this policy augments the Deemed-to-Comply requirements under Part 2.4.
- 3.3 Where the R-Codes Volume 2 applies, this Policy augments the Acceptable Outcomes under Part 4.17.
- 3.4 Where this policy is inconsistent with a local development plan, structure plan or other local planning policy that applies to a specific site or area, the provisions of that specific planning instrument shall prevail.

### 4. Objectives

- 4.1 To ensure developments are designed to provide for best practice management, storage, separation, collection and handling of waste.
- 4.2 To ensure waste storage and collection minimise visual, environmental and amenity impacts on the streetscape, public realm and adjoining properties.
- 4.3 To provide occupants and service providers with convenient, legible and safe access to waste management and recycling facilities.

### 5. Development Requirements

#### 5.1 Waste Service Provider



5.1.1 The City shall provide waste collection services to all residential development, and the residential component of any mixed-use development. The City does not support collection of residential waste by private contractor unless otherwise provided in this Policy.

5.1.2 Waste generated by non-residential developments (or the non-residential component of a mixed-use development) shall be collected by a private contractor, unless otherwise approved by the City.

## **5.2 Waste Management Plans**

5.2.1 Unless otherwise determined by the City, a Waste Management Plan prepared in accordance with Appendix 1 shall be submitted with a development application for the following proposals:

- (a) Five or more Grouped dwellings;
- (b) All Multiple dwellings;
- (c) All developments proposing a communal bin store;
- (d) All non-residential development;
- (e) All mixed-use development; and
- (f) Applications for a change of use.

## **5.3 Waste Generation Rates**

5.3.1 The waste generation rates included in Appendix 2 of this Policy are to be used for the purposes of calculating waste generation volumes and bin capacity requirements.

## **5.4 Off-Site Servicing**

5.4.1 Off-site collection will only be supported in the following circumstances:

- (a) The bin size utilised for collection is no larger than 240L; and
- (b) No more than eight (8) bins (including both general waste and recycling) are required for collection as part of a regular collection schedule; and
- (c) The bin collection area takes up no more than 1/3 of the street frontage, excluding the width of the crossover (refer to Figure 2);
- (d) Bins can be presented for collection without obstructing on-street or embayed parking, footpaths, vehicle sightlines, street trees (including tree canopy) and street furniture;
- (e) A minimum 0.5m spacing is required between bins placed for kerbside collection;

- (f) Bin pads (e.g. paving or hardstand) are not proposed in the verge unless required due to site constraints (e.g. a significant change in verge gradient);
- (g) Surfaces of all bin travel paths are designed to allow easy transportation of the bins. Travel paths are level and with smooth non-slip surfaces free of obstacles and steps; and
- (h) Gradients of bin travel paths must not exceed 1:14.

5.4.2 Where the requirements of 5.4.1 cannot be achieved, on-site servicing is required in accordance with clause 5.5.

## **5.5 On-Site Servicing**

5.5.1 Where residential general waste and recycling is required to be collected on-site, development shall be designed to accommodate the City's standard rear loader waste collection vehicle (refer Figure 3 – Waste Collection Vehicle Dimension).

5.5.2 For developments serviced by the City, bin sizes will be provided as follows:

- (a) General waste in 240L, 360L or 660L bins; and
- (b) Recycling in 240L or 360L bins.

5.5.3 Developments shall be designed to allow waste collection vehicles to enter and exit the site in a forward gear.

5.5.4 Where on-site waste collection will result in adverse impacts to traffic management, developments shall provide a designated loading bay.

5.5.5 A swept path analysis is required to demonstrate on-site access, egress and manoeuvring by waste collection vehicles.

5.5.6 A maximum three-point turn will be permitted for on-site manoeuvring of waste collection vehicles.

5.5.7 For non-residential development where waste is collected by a private contractor, the applicant shall demonstrate the proposal can accommodate the specifications of the proposed waste collection vehicle.

5.5.8 Where waste collection is required to occur on-site, including where a rubbish truck is proposed and/or required to enter a site to perform waste removal services, the City may require and/or impose a condition of development approval requiring a legal agreement indemnifying the City of South Perth and its appointed contractors for any potential damage that may occur within the site as a result of the City performing waste removal services for the development. The legal agreement is to be prepared to the City's satisfaction and executed at the applicant's expense.

## 5.6 On-Site Servicing in the Canning Bridge Activity Centre

5.6.1 Developments may be designed to accommodate waste collection via a small rear loader waste collection vehicle (refer Table 1 and 2), if the following conditions are met:

- (a) The waste generation rates of general waste are below 10,000L per week; and
- (b) The constraints of the site (e.g. lot size, frontage) limits use of the standard rear loader.

Table 1 - Small Waste Rear Loader Collection Vehicle Dimensions

Feature	Clearance of Vehicle (m)	Required Clearance (m)
Overall Length	7.56	9.56
Overall Width	2.50	3.50
Overall Height	2.90	3.50
Height in Operation	2.90	3.50
Turning Circle	15.30	15.30

Table 2 - Small Rear Loader Recycling Vehicle Dimensions

Feature	Clearance of Vehicle (m)	Required Clearance (m)
Overall Length	8.00	10.00
Overall Width	2.50	3.50
Overall Height	3.10	3.50
Height in Operation	3.10	3.50
Turning Circle	15.30	15.30

*Note: For rear-load vehicles an additional 2.0m unobstructed loading zone is required behind the vehicle for the loading of 660L bins.*

## 5.7 Collection frequency

5.7.1 Off-site waste collection by the City is collected at the following frequencies:

- (a) Recycling collected once per fortnight; and
- (b) General waste collected once per week.

5.7.2 Unless otherwise approved by the City, on-site waste collection by the City is collected at the following frequencies:

- (a) Recycling collected once per fortnight; and

- (b) General waste collected:
  - (i) <30 apartments = one (1) collection per week
  - (ii) 31-70 apartments = two (2) collections per week
  - (iii) >70 apartments = three (3) collections per week

5.7.3 Where waste collection is provided by private contractor for non-residential development, collection frequency shall not exceed:

- (a) Three (3) collections per week for onsite collection; or
- (b) One (1) collection per week for off-site collection.

5.7.4 Where waste collection is provided by private contractor, collection shall occur Monday to Friday between 7:00am and 5:00pm.

## **5.8 Bin Storage Areas**

5.8.1 All bin storage areas are:

- (a) Located within the development site and integrated into the design of the building;
- (b) To be of sufficient size to contain all of the required bins including adequate area around the bins to access and allow manoeuvring of the bins for collection;
- (c) To be screened from the view of public spaces, private residences and communal open space; and
- (d) Shall not encroach into areas required for the parking of vehicles.

5.8.2 Communal bin storage areas are to be designed to satisfy the following requirements:

- (a) Provided with a mains water supply, with a sealed floor graded to a plumbed sewer drainage outlet/s to allow for the washing of all room surfaces and for the cleaning of bins as required;
- (b) Designed with walls not less than 1.8m in height and access point with self-closing gate of not less than 1.0m;
- (c) Access is to be provided to all bins (i.e. no stacking of rows of bins). Each bin must have a minimum 50mm spacing around all sides, including between walls, other bins and aisles;
- (d) A smooth and impervious floor of not less than 100 millimetres in thickness;
- (e) Where located within a building, the bin storage area is ventilated in accordance with Australian Standard 1668.2: The Use of Ventilation and Air Conditioning in Buildings (as amended);

- (f) Located for convenient disposal of waste and recyclables by residents/tenants;
- (g) Not readily accessible by the public;
- (h) Where shared bin storage areas are proposed in mixed use development, residential and non-residential bins are to be separated by a physical barrier and not mutually accessible; and
- (i) Must be undercover and be designed to not permit storm water to enter into the sewer drainage outlet.

## **5.9 Bulk Waste Storage**

5.9.1 Where a bulk waste storage room is proposed for a Multiple dwelling and Mixed-Use developments, it is to incorporate the following design elements:

- (a) Be of a minimum size to permit the safe storage of bulky good items; and
- (b) Provide a minimum entry width of 1.8m.

## **5.10 Waste Compactors**

5.10.1 Where a waste compactor is proposed as part of the development, the following requirements are to be met:

- (a) The compactor is not to be used for recycling waste materials;
- (b) The waste compaction ratio is no more than 2:1;
- (c) The compaction system compacts waste directly into the bins;
- (d) A regular compactor maintenance schedule is provided;
- (e) Training is provided for residents/users including signage; and
- (f) An acoustic report is provided demonstrating compliance with the *Environmental Protection (Noise) Regulations 1997*.

## **5.11 Construction Waste Management Plans**

5.11.1 A Construction Waste Management Plan prepared in accordance with the Western Australian Local Government Association Guidelines may be required as a condition of development approval, detailing the likely waste generated from construction and the strategies employed to manage and contain this waste in a sustainable manner.

## **6. Explanatory Figures**

Figure 1 – Mobile Garbage Bin (MGB) Dimensions

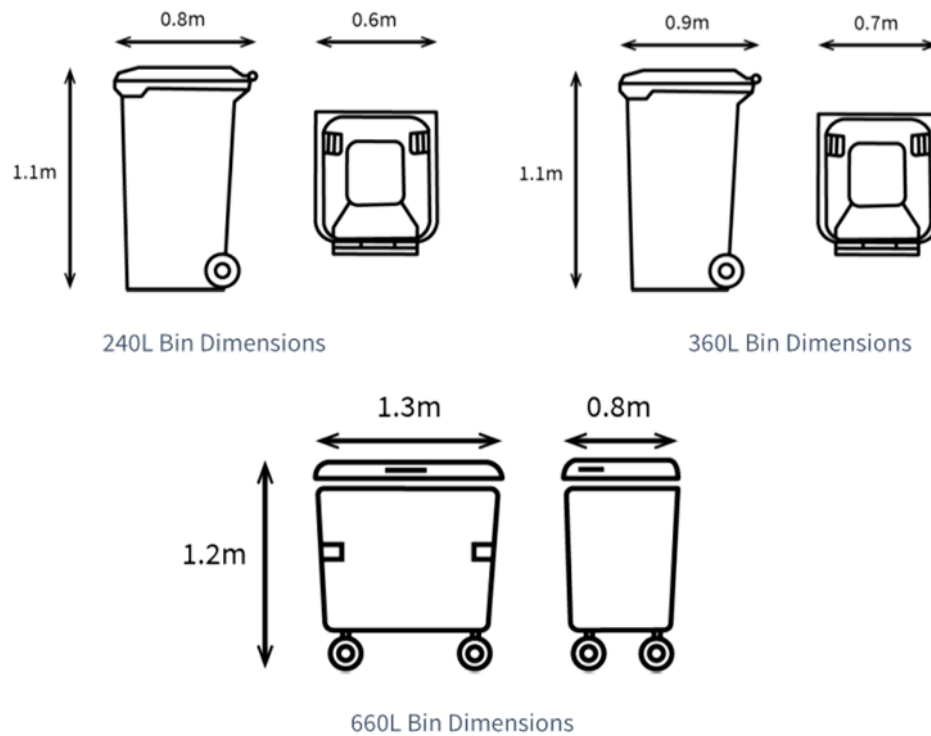
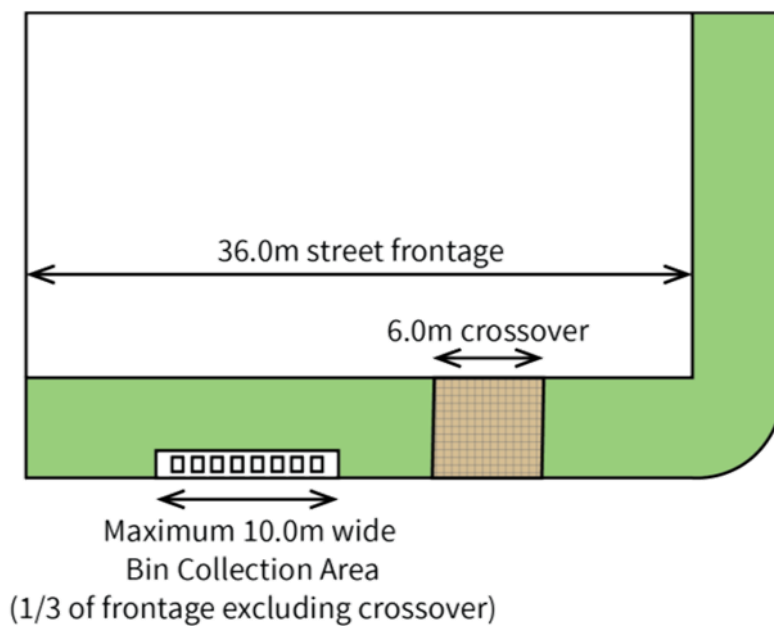


Figure 2 – Verge Collection Example



## 7. Definitions

Floor area: *has the meaning given in the Building Code of Australia.*

- Mixed-use development: *means development comprising both a residential and non-residential component.*
- Non-residential development: *means any development to which the Residential Design Codes (R-Codes) do not apply.*
- Regular Collection Schedule: *means waste collected by the City Monday to Friday at the following frequencies:*
- (i) For general waste, once per calendar week; and*
  - (ii) For recycling, once per calendar fortnight.*
- Residential development: *means Grouped dwellings and Multiple dwellings as defined by the Residential Design Codes.*

## 8. Relevant Legislation, Policies, Documents

*Planning and Development Act 2005*  
*Planning and Development (Local Planning Schemes) Regulations 2015*  
Local Planning Scheme No. 7  
City of South Perth Local Planning Policies

## 9. Document Control

Adoption date	OCM xx
Date Modified	xxx
Strategic Community Plan Reference	Economy Environment (Built and Natural)



## Appendix 1 - Waste Management Plan Checklist

<b>Summary of the Development</b>	
Location of the development	
Number of floors	
Number of dwellings by size (one, two or three bedrooms)	
Size of commercial units	
Details of the intended use of the development	
<b>Waste Generation</b>	
Waste generation for general waste, recycling and other wastes	
Details of the size and quantity of the bins to be used	
<b>Bin Storage Area</b>	
Bin store size and layout (including separation of Commercial/ Residential/ Waste/ Recycling)	
Bin storage design:	
- Internal transfer of waste from the source to the bin storage area	
- Wash-down area	
- Ventilation	
- Vermin prevention	
- Noise reduction	
- Stormwater ingress prevention	
<b>Waste System</b>	
e.g. Chutes, Compactor, Bin lift	
<b>Collection Method and Frequency</b>	
Collection vehicle to be utilised (Cross section of development showing clearances)	
Movement of collection vehicle include swept path analysis (for on-site servicing)	
Collection location	
Transfer of waste to the collection vehicle	
Frequency and time of collections	
<b>Waste Service Provider</b>	
The Waste Management Plan must nominate if the City or a private waste contractor will service the development. For all residential collections, the City is the required waste service provider.	
<b>Ongoing Management</b>	
Monitoring and maintenance	

## Appendix 2 – Waste Generation Rates

Type of Premises	Garbage Generation	Recycling Generation
<b>Residential</b>		
1 Bedroom Dwelling	80L per week	40L per fortnight
2 Bedroom Dwelling	160L per week	80L per fortnight
3+ Bedroom Dwelling	240L per week	240L per fortnight
<b>Commercial (Food Premises)</b>		
Restaurant	660L per 100m <sup>2</sup> of floor area per day	200L per 100m <sup>2</sup> of floor area per day
Supermarket	660L per 100m <sup>2</sup> of floor area per day	240L per 100m <sup>2</sup> of floor area per day
Tavern/Small Bar	460L per 100m <sup>2</sup> of floor area per day	300L per 100m <sup>2</sup> of floor area per day
Convenience Store	300L per 100m <sup>2</sup> of floor area per day	150L per 100m <sup>2</sup> of floor area per day
Café	300L per 100m <sup>2</sup> of floor area per day	200L per 100m <sup>2</sup> of floor area per day
Fast food outlet	480L per 100m <sup>2</sup> of floor area per day	360L per 100m <sup>2</sup> of floor area per day
Lunch bar	150L per 100m <sup>2</sup> of floor area per day	150L per 100m <sup>2</sup> of floor area per day
<b>Commercial (Non-Food)</b>		
Educational Establishment	5L per 100m <sup>2</sup> of floor area per day, or 0.5L per student per week	5L per 100m <sup>2</sup> of floor area per day, or 0.5L per student per week
Office	10L per 100m <sup>2</sup> of floor area per day	10L per 100m <sup>2</sup> of floor area per day
Shop	50L per 100m <sup>2</sup> of floor area per day	50L per 100m <sup>2</sup> of floor area per day
Bulky Goods Showroom	40L per 100m <sup>2</sup> of floor area per day	10L per 100m <sup>2</sup> of floor area per day
<b>Commercial (Accommodation)</b>		
Hotel/Motel	5L per bed per day, & 660L per 100m <sup>2</sup> of dining area per day	5L per bed per day, & 50L per 100m <sup>2</sup> of dining area per day
Serviced Apartment	5L per apartment per day	5L per apartment per day
<b>Commercial (Specialised Food Premises)</b>		
Butcher	80L per 100m <sup>2</sup> of floor area per day	50L per 100m <sup>2</sup> of floor area per day
Delicatessen	80L per 100m <sup>2</sup> of floor area per day	50L per 100m <sup>2</sup> of floor area per day

Type of Premises	Garbage Generation	Recycling Generation
Fish Shop	80L per 100m <sup>2</sup> of floor area per day	50L per 100m <sup>2</sup> of floor area per day
Greengrocer	240L per 100m <sup>2</sup> of floor area per day	120L per 100m <sup>2</sup> of floor area per day
<b>Commercial (Specialised Non-Food)</b>		
Child Care Premises	50L per 100m <sup>2</sup> of floor area per day	50L per 100m <sup>2</sup> of floor area per day
Gym	10L per 100m <sup>2</sup> of floor area per day	10L per 100m <sup>2</sup> of floor area per day
Hairdresser	60L per 100m <sup>2</sup> of floor area per day	60L per 100m <sup>2</sup> of floor area per day
<b>Commercial (Other Accommodation)</b>		
Residential Aged Care Facility	60L per bed per week	60L per bed per week
Independent Living Complex	80L per dwelling per week	80L per dwelling per week

## Appendix 3 – Waste Vehicle Specifications

Table 1: Standard Rear Loader Waste Collection Vehicle

Feature	Clearance of Vehicle (m)	Required Clearance (m)
Overall Length	9.70	12.00
Overall Width	2.85	4.00
Overall Height	3.62	4.00
Height in Operation	3.62	4.00
Turning Circle	17.50	17.50

*Note: For rear-load vehicles an additional 2m unobstructed loading zone is required behind the vehicle for the loading of 660L bins.*

Table 2: Side Loader Waste Collection Vehicle

Feature	Clearance of Vehicle (m)	Required Clearance (m)
Overall Length	8.90	11.00
Overall Width	2.50	4.00
Overall Height	3.58	4.10
Height in Operation	4.85	5.35
Turning Circle	17.10	17.10

Table 3: Side Loader Recycling Collection Vehicle

Feature	Clearance of Vehicle (m)	Required Clearance (m)
Overall Length	11.00	13.00
Overall Width	2.50	4.00
Overall Height	3.85	4.35
Height in Operation	4.85	5.35
Turning Circle	19.50	19.50

## Payment Listing August 2024

This schedule of accounts to be passed for payments covering the following:



	AMOUNT (\$)
<b>ELECTRONIC PAYMENTS</b>	
Electronic payments to creditors	451 3,822,706.84
Less: Cancelled EFT transactions	0.00
<b>Total Electronic Payments to Creditors</b>	<u>3,822,706.84</u>
<b>CHEQUE PAYMENTS</b>	
Cheque payments to creditors	1 253.75
Less: Cancelled cheque transactions	0.00
<b>Total Cheque Payments to Creditors</b>	<u>253.75</u>
<b>Total monthly payments to creditors</b>	452 <u>3,822,960.59</u>
EFT payments to non creditors	80 101,913.85
Cheque payments to non creditors	19 16,943.64
<b>Total payments to non creditors</b>	<u>118,857.49</u>
<b>Total EFT &amp; Cheque payments</b>	551 <u>3,941,818.08</u>
Credit Card Payments	89 <u>18,188.89</u>
Fleet Card Payments	34 <u>2,798.58</u>
<b>Total August Payments</b>	674 <u>3,960,006.97</u>

### Payment Listing

#### EFT Payments

Reference	Date	Payee	Description	Amount (\$)
11162663	1/08/2024	LGISWA	Insurance premium	640,379.30
10441178	23/08/2024	SuperChoice Services Pty Ltd	Employer Superannuation	306,041.15
0845481	23/08/2024	Deputy Commissioner of Taxation	PAYG	218,726.79
10233719	20/08/2024	Deputy Commissioner of Taxation	PAYG	211,152.42
13091568	8/08/2024	West Tip	Green Waste Collection	126,696.23
13344576	15/08/2024	Water Corporation	Water Charges	94,791.62
11535325	22/08/2024	Synergy	Electricity usage	81,771.40
11483404	29/08/2024	Axiis Contracting Pty Ltd	Road works - various	75,988.57
11535325	22/08/2024	Darktrace	Cyber security subscription	67,583.50
11162663	1/08/2024	Classic Tree Services	Tree Pruning - various	59,444.25
11483404	29/08/2024	Asphaltech	Asphalt-Duckett Drive	56,576.65
13344576	15/08/2024	Vision Cabling Systems	Manning Hall-AV System	51,396.40
11483404	29/08/2024	West Coast Profilers Pty Ltd	Works at Axford Street	47,485.35
13091568	8/08/2024	Cleanaway Co	Hazardous Waste collection July24	46,572.31
11535325	22/08/2024	Zipform Pty Ltd	Rates Notice	38,334.53
13344576	15/08/2024	Uniting Global Pty Ltd	Cleaning service-various	37,823.13
11483404	29/08/2024	Western Aust Treasury Corp	WATC Loan Repayment	37,567.43
11535325	22/08/2024	Classic Tree Services	Tree Pruning - various	37,221.39
13091568	8/08/2024	Rivers Regional Council	Annual Contribution 24/25	36,291.20
11535325	22/08/2024	Bunyip Contracting Pty Ltd	Landscape maintenance - various	35,921.13
13091568	8/08/2024	Enviro Sweep	Street Sweeping-Variou	35,631.80
13344576	15/08/2024	Classic Tree Services	Tree Pruning - various	31,563.80
11483404	29/08/2024	ACE+	Plumbing services - various	30,797.05
11162663	1/08/2024	Synergy	Electricity usage	28,868.92
13091568	8/08/2024	Classic Tree Services	Tree Pruning - various	28,865.15
11535325	22/08/2024	Western Aust Treasury Corp	WATC Loan Repayment	28,258.44

Reference	Date	Payee	Description	Amount (\$)
13344576	15/08/2024	Programmed Property Services	Turf maintenance July24	28,201.14
13091568	8/08/2024	Synergy	Electricity usage	26,022.51
13344576	15/08/2024	South Perth Senior Citizens Centre	Partnership agreement renewal	24,750.00
11162663	1/08/2024	Brightmark Group Pty Ltd	Cleaning service	23,655.74
13344576	15/08/2024	Nintex Pty Ltd	Annual subscription	23,043.22
11535325	22/08/2024	Como Bowling & Recreational Club	First instalment-Como Bowling Club	22,965.25
11162663	1/08/2024	Capital Recycling	Road work supplies	22,119.62
11535325	22/08/2024	Ngala - Boodja Aboriginal Landcare Ltd	Landscape maintenance - various	19,189.39
13344576	15/08/2024	Building Commission	BS Levies - July 24	19,064.41
13091568	8/08/2024	FE Technologies	Annual Maintenance Charge	18,322.15
13344576	15/08/2024	Perth Zoo	Card & coin machine takings Jul24	18,259.96
13344576	15/08/2024	Planet Footprint Pty Ltd	Service renewal fee 1/7/24-30/6/25	17,457.00
13344576	15/08/2024	Infinity Training Australia	PM Workshop	17,325.00
13091568	8/08/2024	Clublinks Management	Contribution to redevelopment-CPGC	16,500.00
13091568	8/08/2024	ABM Landscaping	Landscaping service	16,447.20
13091568	8/08/2024	Constructive Project Solutions Pty Ltd	Project Mgmt-Road Rehab works	15,833.09
11162663	1/08/2024	ACE+	Plumbing services - various	15,558.41
13344576	15/08/2024	ACEAM Pty Ltd	Building Perf. Audit&Planning	15,488.55
11535325	22/08/2024	DVA Fabrications	Browser boxes/Ottomans	15,345.00
11162663	1/08/2024	Ecojobs	Contract Staff	15,077.62
13344576	15/08/2024	City of South Perth Historical Society	Funding support-Local History Events	15,000.00
13091568	8/08/2024	OBAN Group Pty Ltd	Repairs & Maintenance - various	14,685.00
13091568	8/08/2024	Eclipse Soils Pty Ltd	Turf maintenance supplies	14,261.50
13344576	15/08/2024	BCITF	BCITF Levies July 24	14,219.34
13344576	15/08/2024	Western Aust Treasury Corp	WATC Loan Repayment	13,374.15
11162663	1/08/2024	Landmark Products Pty Ltd	Arbor installation	12,989.63
11535325	22/08/2024	Allwest Turfing	Turf maintenance	12,650.00
11483404	29/08/2024	Living Turf	Turf maintenance supplies	12,276.00
13344576	15/08/2024	Constable Care Child Safety Foundation	Community partnership agreement 24/25	12,210.00
11162663	1/08/2024	Sifting Sands	Playground sand cleaning service	11,705.40
13091568	8/08/2024	Living Turf	Turf maintenance supplies	11,464.20
11483404	29/08/2024	Precise Air Group Pty Ltd	Aircon repairs Civic Centre	11,302.03
13091568	8/08/2024	Australian Parking & Revenue Control	Parking ticket machine charges	11,259.75
13091568	8/08/2024	Precise Air Group Pty Ltd	Aircon Maintenance	10,401.02
11483404	29/08/2024	Classic Tree Services	Tree Pruning - various	10,310.32
13344576	15/08/2024	Redhawk Investments Pty Ltd	Fencing-Duckett St	9,788.90
11535325	22/08/2024	Cleanflow Environmental Solutions	Jet & Vacuum pressure cleaning	9,633.25
11535325	22/08/2024	Ecojobs	Contract Staff	9,609.66
13091568	8/08/2024	Robert Walters	Contract Staff	9,339.00
13344576	15/08/2024	Chindarsi Architects	Consultants-Coode St Toilets	9,322.50
11535325	22/08/2024	Turf Care WA Pty Ltd	Turfcare maintenance	9,110.53
11483404	29/08/2024	Carringtons Traffic Services	Traffic mgmt	9,078.28
11162663	1/08/2024	StrataGreen	Supplies	8,907.72
11535325	22/08/2024	Great Southern Fuel Supplies	Fuel	8,725.24
11483404	29/08/2024	Ngala - Boodja Aboriginal Landcare Ltd	Landscape maintenance - various	8,690.00
11162663	1/08/2024	Information Proficiency and Sigma Data Solutions Proficie	Annual Support Renewal	8,509.88
13091568	8/08/2024	Kleenit	High pressure cleaning	8,192.80
13091568	8/08/2024	Data#3 Limited	IT Services	7,915.15
13344576	15/08/2024	Synergy	Electricity usage	7,871.16
11535325	22/08/2024	City Of Gosnells	Annual fee-SYT	7,700.00
11483404	29/08/2024	ALS Library Services Pty Ltd	Library supplies	7,566.62
11162663	1/08/2024	Department Of Fire & Emergency Services	Annual Monitoring 1/7/24-30/6/25	7,524.00
13091568	8/08/2024	Ron Back	Long term Financial plan	7,436.00
11483404	29/08/2024	ChoiceOne	Contract Staff	7,395.40
13091568	8/08/2024	Great Southern Fuel Supplies	Fuel	7,009.42
13344576	15/08/2024	Aqua Shades	Supply & install shade sail	6,705.00
13344576	15/08/2024	Zipform Pty Ltd	Budget Booklet	6,601.85
11162663	1/08/2024	AGS Metalwork	Install gate - Mill Point Road	6,380.00
13091568	8/08/2024	The Brand Agency	Website support	6,336.00
11483404	29/08/2024	Janissen Electrics	Maintenance Neil McDougall Park	6,257.30
11535325	22/08/2024	Robert Walters	Contract Staff	6,226.00
13344576	15/08/2024	South Perth Bowling Club	Card & Coin takings Jul24	6,160.59



Reference	Date	Payee	Description	Amount (\$)
13344576	15/08/2024	SJR Civil Consulting Pty Ltd	Prepare resurfacing plans-Campbell St	6,160.00
11483404	29/08/2024	Ecojobs	Contract Staff	5,722.36
11535325	22/08/2024	McLeods Lawyers	Legal services	5,711.09
11483404	29/08/2024	Adecco Australia Pty Ltd	Contract Staff	5,699.91
11483404	29/08/2024	Optus MS Teams	Phone/data charges	5,699.78
13344576	15/08/2024	Resource Recovery Group	Green waste	5,696.90
11162663	1/08/2024	Ted's Cameras	Epson Scanner	5,696.00
11483404	29/08/2024	CS Legal	Legal services	5,679.28
11535325	22/08/2024	JBA Surveys	Drainage basin capacity surveys	5,676.00
11483404	29/08/2024	Redhawk Investments Pty Ltd	Various maintenance jobs	5,673.80
13344576	15/08/2024	Total Eden	Reticulation parts	5,646.94
13091568	8/08/2024	West Coast Shade Pty Ltd	Shade sails	5,555.00
11162663	1/08/2024	City of Bayswater	Long service leave transfer	5,540.82
13344576	15/08/2024	Ecojobs	Contract Staff	5,336.19
13091568	8/08/2024	Porter Consulting Engineers	Pavement design	5,060.00
13344576	15/08/2024	Robert Walters	Contract Staff - June 2024	4,980.80
13091568	8/08/2024	TPG Network Pty Ltd	Internet services	4,915.90
13344576	15/08/2024	Baileys Fertilisers	Turf maintenance supplies	4,757.46
11535325	22/08/2024	ChoiceOne	Contract Staff	4,732.96
13344576	15/08/2024	Data#3 Limited	IT Services	4,666.90
11162663	1/08/2024	Fresh Catering and Events	Catering	4,595.25
13091568	8/08/2024	Greenway Turf Solutions Pty Ltd	Turf maintenance supplies	4,590.85
11483404	29/08/2024	Synergy	Electricity usage	4,586.31
13344576	15/08/2024	Argossee Greenhouse Technology Pty Ltd	Shade house maintenance works	4,531.05
13344576	15/08/2024	Carringtons Traffic Services	Traffic mgmt-Various	4,509.08
11483404	29/08/2024	MMM WA Pty Ltd	Remove old leaking concrete treatment bay	4,475.00
13344576	15/08/2024	Adecco Australia Pty Ltd	Contract Staff	4,392.73
11162663	1/08/2024	State Wide Turf Services	Turf maintenance	4,356.00
11535325	22/08/2024	Taman Diamond Tools & Machinery	Makinex Petrol Road Saw	4,345.00
11162663	1/08/2024	LO-GO Appointments WA	Contract Staff	4,288.69
11162663	1/08/2024	C & T Reticulation	Reticulation supplies	4,160.75
13344576	15/08/2024	ChoiceOne	Contract Staff	4,079.70
11483404	29/08/2024	Datacom Solutions (AU) Pty Ltd	SaaS monthly charge	3,990.78
11535325	22/08/2024	WH Location Services Pty Ltd T/As Abaxa	Utilities Survey-Mary St/Ednah St	3,888.58
11483404	29/08/2024	Prestige Alarms	Alarm services - various	3,822.50
11483404	29/08/2024	AFGRI Equipment Australia Pty Ltd	Mower supply/repairs	3,791.46
11535325	22/08/2024	IPWEA - **National**	Subscription renewal	3,782.90
11535325	22/08/2024	Eastern Metropolitan Regional Council	Woodwaste	3,723.36
11483404	29/08/2024	Bunnings Building Supplies P/L	Supplies	3,723.14
13091568	8/08/2024	Maxima Tempskill	Contract Staff	3,684.46
11535325	22/08/2024	Maxima Tempskill	Contract Staff	3,684.46
13344576	15/08/2024	Kyocera	Photocopier charges	3,595.32
13344576	15/08/2024	Syrinx Environmental Pty Ltd	Planting at Redmond Stairs	3,575.00
11483404	29/08/2024	Data#3 Limited	IT Services	3,551.42
13344576	15/08/2024	Living Turf	Turf maintenance	3,498.00
13091568	8/08/2024	Ecojobs	Contract Staff	3,443.86
11162663	1/08/2024	Cleanaway	Waste removal services	3,412.53
13091568	8/08/2024	Allied Security Australia	Security services - various	3,394.69
11162663	1/08/2024	Adecco Australia Pty Ltd	Contract Staff	3,382.62
13091568	8/08/2024	Adecco Australia Pty Ltd	Contract Staff	3,382.62
11162663	1/08/2024	Drop Media Creative	Bicycle Path activation video	3,300.00
11535325	22/08/2024	Intertek Inform	Membership renewal	3,299.42
11535325	22/08/2024	Department Of Transport-Vehicle Search fees	Vehicle search fees	3,266.90
13344576	15/08/2024	Playmaster Pty Ltd	Playground equipment	3,228.50
13091568	8/08/2024	T-Quip	Equipment	3,225.05
11535325	22/08/2024	Living Turf	Turf care maintenance	3,201.00
13091568	8/08/2024	WA Pump Control Systems Pty Ltd	Service callout charge	3,173.67
13344576	15/08/2024	WC Convenience Management Pty Ltd	Maintenance Exeloo Toilets	3,091.48
13344576	15/08/2024	Great Southern Fuel Supplies	Fuel	3,048.18
11483404	29/08/2024	David Ledger Artist	Event for Evolve Art	3,000.00
13091568	8/08/2024	GAF Traffic	Traffic mgmt-various	2,931.50
13091568	8/08/2024	Jessica Holliday	Evolve event	2,929.31

Reference	Date	Payee	Description	Amount (\$)
13344576	15/08/2024	Prestige Alarms	Alarm services - various	2,926.00
11162663	1/08/2024	Optus MS Teams	Phone charges MS Teams	2,868.33
11535325	22/08/2024	Kleenit	High Pressure cleaning	2,838.00
13344576	15/08/2024	Integral Development Associates Pty Ltd	Staff Coaching	2,827.00
11535325	22/08/2024	Integral Development Associates Pty Ltd	Staff Coaching	2,827.00
13091568	8/08/2024	Major Motors Pty Ltd	Izuzu truck service	2,814.32
13091568	8/08/2024	Go Doors	Door repairs	2,809.98
13344576	15/08/2024	Digitales	Annual renewal fee	2,795.10
13091568	8/08/2024	Janissen Electrics	Lighting repairs-EJ Oval	2,776.13
13091568	8/08/2024	C & T Reticulation	Reticulation maintenance	2,774.20
13344576	15/08/2024	Australian Property Consultants	Report & Valuation	2,750.00
13091568	8/08/2024	Fresh Catering and Events	Catering services	2,686.20
13344576	15/08/2024	Bunyip Contracting Pty Ltd	Landscape maintenance - various	2,677.00
11535325	22/08/2024	Prestige Alarms	Alarm services - various	2,669.00
13091568	8/08/2024	David Gray & Co Pty Ltd	Bin Supplies	2,661.18
13091568	8/08/2024	Burson Automotive Pty Ltd	Tools	2,604.20
13091568	8/08/2024	Time Critical CPR & First Aid	First Aid training-Staff	2,600.00
13344576	15/08/2024	Envirocare Systems	Waterless Urinal Service	2,572.48
13091568	8/08/2024	Cleanflow Environmental Solutions	Pressure Jet Cleaning	2,549.25
13091568	8/08/2024	Image Extra	Bollards & Wheel Stops	2,530.00
13344576	15/08/2024	Cameron Chisholm & Nicol (WA) Pty Ltd	DRP	2,500.00
11483404	29/08/2024	Bolinda Publishing Pty Ltd	Library supplies	2,487.96
11162663	1/08/2024	RW Quantity Surveyors	Design-SP Tennis Club Changeroom	2,420.00
13091568	8/08/2024	PJA	SIDRA Modelling-MillPoint Road	2,420.00
11162663	1/08/2024	Lightspeed Communications Aust Pty Ltd	Service charge	2,402.25
13091568	8/08/2024	LO-GO Appointments WA	Contract Staff	2,384.17
11535325	22/08/2024	LO-GO Appointments WA	Contract Staff	2,384.17
11535325	22/08/2024	Adecco Australia Pty Ltd	Contract Staff	2,372.51
11162663	1/08/2024	PaperScout	Printing Corporate Business plan	2,310.00
11483404	29/08/2024	Guest Fine Art Services	Art Framing	2,266.00
13344576	15/08/2024	JDA Consultant Hydrologists	Subsoil drainage design	2,200.00
11535325	22/08/2024	University of Western Australia	Contribution lawn research	2,200.00
11535325	22/08/2024	Apple Pty Ltd	IT Supplies	2,198.00
13344576	15/08/2024	Jason Signmakers	Speed Awareness signs	2,041.00
11483404	29/08/2024	Allied Security Australia	Security services - various	2,008.23
11535325	22/08/2024	Fulton Hogan Industries Pty Ltd	Cold mix asphalt	1,980.00
11483404	29/08/2024	Chivers Asphalt Pty Ltd	Supply & install asphalt	1,980.00
11535325	22/08/2024	StrataGreen	Supplies	1,945.21
13091568	8/08/2024	Australia Post Civic Centre	Postal charges	1,932.18
13091568	8/08/2024	Crayon	Photocopier charges	1,924.45
13344576	15/08/2024	LO-GO Appointments WA	Contract Staff	1,904.52
11483404	29/08/2024	LO-GO Appointments WA	Contract Staff	1,904.52
11535325	22/08/2024	WA Rangers Association	Conference charges	1,900.00
11162663	1/08/2024	ChoiceOne	Contract Staff	1,893.19
13091568	8/08/2024	ChoiceOne	Contract Staff	1,893.19
10412462	20/08/2024	Easi Salary	Novated Lease	1,891.57
10441178	23/08/2024	Easi Salary	Novated Lease	1,891.57
11483404	29/08/2024	Central Regional Tafe	Training Course	1,871.00
11162663	1/08/2024	WA Local Government Association	Training Course	1,853.50
13091568	8/08/2024	Green Workz Pty Ltd	Turf maintenance supplies	1,842.50
11162663	1/08/2024	Seek Limited	Advertisement - Recruitment	1,833.34
13091568	8/08/2024	Seek Limited	Recruitment adverts	1,833.33
13091568	8/08/2024	Institute of Public Administration Australia WA Div	Membership fee 1/7/24-30/6/25	1,815.00
11483404	29/08/2024	Water2Water Pty Ltd	Water Unit service & maintenance	1,801.39
13344576	15/08/2024	Martins Trailer Parts Pty Ltd	Trailer parts	1,795.57
11162663	1/08/2024	Bunyip Contracting Pty Ltd	Landscape maintenance - various	1,785.00
13344576	15/08/2024	Grasstrees Australia	Nursery supplies	1,765.00
13344576	15/08/2024	UCI	Office furniture	1,729.20
13344576	15/08/2024	Australia Post Civic Centre	Postal charges	1,725.21
11483404	29/08/2024	West-Sure Group Pty Ltd	Cash collection fee	1,717.88
13091568	8/08/2024	Classic Hire	Hire of lighting tower	1,694.00
11535325	22/08/2024	Alinta	Gas usage	1,689.35



Reference	Date	Payee	Description	Amount (\$)
11535325	22/08/2024	Australian Parking & Revenue Control	Credit card transaction fees	1,663.26
11535325	22/08/2024	Totally Workwear - Belmont	Workwear	1,658.66
11483404	29/08/2024	Cundall	DRP meeting	1,650.00
11483404	29/08/2024	Flick Aticimex Pty Ltd	Sanitation service	1,648.58
13344576	15/08/2024	C & T Reticulation	Retic Repairs	1,621.95
11535325	22/08/2024	Town Of Victoria Park	Support services Directories	1,611.61
11162663	1/08/2024	Louise Coghill	Event Photography	1,584.00
13091568	8/08/2024	Redhawk Investments Pty Ltd	Maintenance Jobs	1,562.00
13344576	15/08/2024	Manning Men's Shed Inc	Evolve Clock workshop	1,550.00
13344576	15/08/2024	Repeat Plastics (WA)	Plank Sign	1,519.23
11162663	1/08/2024	APC Storage Technology Pty Ltd	Office furniture	1,506.70
11162663	1/08/2024	Ergolink	Office furniture	1,478.40
13344576	15/08/2024	The Jaffa Room	Evolve performance charges	1,443.50
13091568	8/08/2024	People Sense Pty Ltd	Staff Counselling	1,430.81
11483404	29/08/2024	FETCH PRINT PTY LTD	Infosheets	1,430.00
13091568	8/08/2024	Granex Trade Supplies	Lazer Level	1,429.21
13344576	15/08/2024	Acurix Networks	IT Services	1,398.10
11162663	1/08/2024	Allerding & Associates	Professional Fees	1,357.03
13344576	15/08/2024	Hospitality Worldwide Pty Ltd	Kitchen supplies	1,352.85
11162663	1/08/2024	Omnicom Media Group Australia Pty Ltd	Public notices	1,333.64
11162663	1/08/2024	Kleenit	Cleaning service	1,320.00
13091568	8/08/2024	Syrinx Environmental Pty Ltd	Planting & Maintenance-Redmond Stairs	1,320.00
11535325	22/08/2024	Australian Library & Information Association	Annual Membership fees 1/8/24-31/7/25	1,310.00
13344576	15/08/2024	Gardner Autos	Auto parts	1,279.97
11535325	22/08/2024	Total Green Recycling	E-Waste Recycling	1,262.81
13344576	15/08/2024	Ngala - Boodja Aboriginal Landcare Ltd	Landscape maintenance - various	1,253.56
13344576	15/08/2024	Aussie Broadband	Internet Fibre FY23/24	1,208.90
11535325	22/08/2024	Corsign WA Pty Ltd	Signage	1,205.60
11483404	29/08/2024	Dunbar Services (WA) Pty Ltd	Cleaning services	1,149.50
11535325	22/08/2024	Envirosafe Solutions	Enviro safe wetting agent	1,100.00
11483404	29/08/2024	Georgia Benson	Reimbursement	1,090.00
11162663	1/08/2024	Doors Doors Doors	Service of sliding doors	1,089.00
11535325	22/08/2024	Fresh Catering and Events	Catering	1,042.25
13091568	8/08/2024	Carringtons Traffic Services	Traffic mgmt-GB Park	1,041.84
11535325	22/08/2024	Telstra Ltd - 3614257768	Phone charges	1,028.20
13091568	8/08/2024	Djoona Pty Ltd	Welcome to Country-NAIDOC	1,010.00
13091568	8/08/2024	Como Panel And Paint	Car repairs	1,000.00
13091568	8/08/2024	City of Belmont	Animal Welfare BE470D	995.00
13091568	8/08/2024	Fremantle & Perth Photography Tours	Photography workshop	990.00
11483404	29/08/2024	Imperial Glass	Window repairs-Manning mens shed	974.60
11535325	22/08/2024	Connect Call Centre Services	After hours calls	958.82
13344576	15/08/2024	Djinda Kaal Dreaming	Evolve Art workshop	950.00
13344576	15/08/2024	Charcoal and Champagne	Evolve-Workshop	950.00
13091568	8/08/2024	Open Hands Creative	Workshop	935.00
13344576	15/08/2024	MTA WA	Membership fees	933.00
11483404	29/08/2024	Alinta	Gas usage	903.55
10441178	23/08/2024	Deputy Child Support Registrar	Child Support Agency	901.36
11483404	29/08/2024	City of South Perth Historical Society	Artwork purchase	900.00
11162663	1/08/2024	Total Green Recycling	E-Waste Recycling	893.84
13344576	15/08/2024	Freo Fire Maintenance Services Pty Ltd	Service charge	884.14
11483404	29/08/2024	Freo Fire Maintenance Services Pty Ltd	Maintenance charge	884.14
11162663	1/08/2024	Cundall	DRP Meetings	880.00
11535325	22/08/2024	Open Hands Creative	Painting workshop	880.00
11535325	22/08/2024	Holcim (Australia) Pty Ltd	Concrete	874.50
10412462	20/08/2024	Deputy Child Support Registrar	Child Support Agency	859.70
11483404	29/08/2024	SNAP-ON TOOLS (AUSTRALIA) PTY. LTD.	Subscription fee	856.84
11483404	29/08/2024	Surun Services Pty Ltd	Electrical works	848.93
13091568	8/08/2024	The Jaffa Room	Evolve event fees	825.00
13344576	15/08/2024	Fresh Catering and Events	Catering	815.10
11483404	29/08/2024	Town of Bassendean	Animal Welfare B853D	805.00
13344576	15/08/2024	WINC Australia Pty Ltd	Office supplies	793.39
11483404	29/08/2024	Kleenit	Cleaning service	783.75

Reference	Date	Payee	Description	Amount (\$)
13344576	15/08/2024	Louise Coghill	Workshop at Library	775.50
13091568	8/08/2024	Clean Stream Technologies Pty Ltd	Turf maintenance CPGC	770.00
11483404	29/08/2024	Bladon WA Pty Ltd	Mighty pencil set	759.00
13091568	8/08/2024	Western Aust Treasury Corp	WATC Loan Repayment	750.76
13344576	15/08/2024	Jasman Enterprises Pty Ltd	Gerni Truck wash service	745.25
13091568	8/08/2024	RTV Computers Pty Ltd	IT Supplies	742.50
11483404	29/08/2024	Benara Nurseries	Nursery supplies	735.79
11535325	22/08/2024	Scott Henman	Box Gallery artwork commission	700.00
11483404	29/08/2024	Smartech Systems Oceania Pty Ltd	Service charge	698.69
13091568	8/08/2024	Our Ruby Girl	Catering services	698.00
13091568	8/08/2024	StrataGreen	Supplies	695.79
13091568	8/08/2024	Wattleup Tractors	Workshop supplies	691.05
11483404	29/08/2024	City of Belmont	Animal Welfare BE492D/493D	685.00
13091568	8/08/2024	Preston Street IGA	Catering	675.00
13091568	8/08/2024	Bunnings Building Supplies P/L	Supplies	674.80
11162663	1/08/2024	WA Child Protection Society	Parent workshop	660.00
13091568	8/08/2024	Plant Assessor	Membership fees	660.00
13344576	15/08/2024	Paper Bird Children's Book & Arts	Children's workshop	660.00
11483404	29/08/2024	Djoona Pty Ltd	Talk for NAIDOC week	660.00
11535325	22/08/2024	Kulbardi	Office supplies	651.97
11483404	29/08/2024	Kristy Nita Brown	Workshop for book week	650.00
11483404	29/08/2024	TK Elevator Australia Pty Ltd	Elevator service	649.00
13344576	15/08/2024	Wattleup Tractors	Tractor parts	641.20
11483404	29/08/2024	IGA Manning	Catering	640.77
11483404	29/08/2024	Allpet Products	Animal Welfare	621.54
11162663	1/08/2024	Mr M McGuire	Welcome to Country	620.00
11162663	1/08/2024	Direct Trades Supply Pty Ltd	Bollards for Millers Pool	617.48
11162663	1/08/2024	Sonic HealthPlus Pty Ltd	Staff medicals	617.10
13091568	8/08/2024	Light Application Pty Ltd	Service & Repairs-Mindeerup	616.00
13344576	15/08/2024	Asphaltech	Explant Pickup	611.60
13344576	15/08/2024	Corsairs Cove Media	Library services	597.00
13091568	8/08/2024	SecurePay Pty Ltd	Web payments	587.13
13344576	15/08/2024	Workpower Inc	Aircon degas.	579.70
11535325	22/08/2024	Bunnings Building Supplies P/L	Supplies	576.70
13091568	8/08/2024	WH Location Services Pty Ltd T/As Abaxa	High pressure gas locator	573.54
13344576	15/08/2024	Toni Fry	Reimbursement	560.00
13091568	8/08/2024	Coates Hire	Hire-Concrete barriers	559.60
11483404	29/08/2024	Martins Trailer Parts Pty Ltd	Trailer parts	558.53
11162663	1/08/2024	SoCo Studios	Event Photography	550.00
11162663	1/08/2024	J Gourdis Landscapes	Kindergarten Landscape maintenance	540.00
11483404	29/08/2024	Boral Construction Materials Group Ltd	Cement	536.23
11483404	29/08/2024	Town Of Victoria Park	Animal Welfare VP641D	532.50
13344576	15/08/2024	Kleenit	High pressure cleaning	522.50
11483404	29/08/2024	Great Southern Fuel Supplies	Fuel	519.66
11162663	1/08/2024	Blackwoods	Supplies	519.00
11162663	1/08/2024	Aquamonix	Service charge	515.90
11162663	1/08/2024	WINC Australia Pty Ltd	Office supplies	514.49
13091568	8/08/2024	Corsign WA Pty Ltd	Signs	513.92
13344576	15/08/2024	Benara Nurseries	Nursery supplies	512.60
11162663	1/08/2024	Bunnings Building Supplies P/L	Supplies	491.41
13091568	8/08/2024	TenderLink.Com	Tenders	489.50
11535325	22/08/2024	Vaocluse Newsagency	Library supplies	488.20
13091568	8/08/2024	Holcim (Australia) Pty Ltd	Concrete	484.00
11483404	29/08/2024	Turf Care WA Pty Ltd	Turf maintenance	484.00
13344576	15/08/2024	Bidfood Perth	Council chamber supplies	482.02
13344576	15/08/2024	Tyre Connect	Tyres	479.60
11535325	22/08/2024	City Of Canning	Animal Welfare C008C	475.00
11483404	29/08/2024	Wizard Solutions Australia Pty Ltd	Works at Thelma St	462.00
13091568	8/08/2024	Waterlogic Australia Pty Ltd	Service of Rental water unit	456.85
11162663	1/08/2024	Landgate	GRV G2024/13	448.80
13091568	8/08/2024	CTI5 Pty Ltd	Cash Collection	446.93
11483404	29/08/2024	Mymedia	Media monitoring	433.18

Reference	Date	Payee	Description	Amount (\$)
11162663	1/08/2024	Totally Workwear - Belmont	Workwear	427.33
13344576	15/08/2024	Garden City Plastics	Nursery supplies	426.00
13091568	8/08/2024	P&M Automotive Equipment	Inspection & Service	423.50
11535325	22/08/2024	Harrison Electrics Pty Ltd	Remove/Relocate bee hives	412.50
11535325	22/08/2024	Imperial Glass	Works at Bruce St bus stop	412.50
13344576	15/08/2024	Bunnings Building Supplies P/L	Supplies	410.41
11162663	1/08/2024	Water2Water Pty Ltd	Service of water units	402.40
13344576	15/08/2024	Greenlife Industry Australia Ltd.	NIASA Audit	396.00
11483404	29/08/2024	Go Doors	Maintenance	367.76
13091568	8/08/2024	Jackson McDonald Lawyers	Legal services	366.30
11535325	22/08/2024	SEM Distribution	Newspaper supplies	358.16
11162663	1/08/2024	Imperial Glass	Glass Repairs	357.50
13091568	8/08/2024	Aquamonix	Service charge	355.85
13344576	15/08/2024	Alinta	Gas usage	352.20
13091568	8/08/2024	Prestige Alarms	Alarm services - various	352.00
13091568	8/08/2024	Fruit N Vegies R Us	Fruit baskets	350.00
11535325	22/08/2024	Fruit N Vegies R Us	Fruit baskets	350.00
11483404	29/08/2024	Landgate	GRV G2024/15	343.32
13344576	15/08/2024	Allpest WA	Pest control	330.00
11535325	22/08/2024	Hydroquip Pumps and Irrigation Pty Ltd	Electrical investigation	330.00
13344576	15/08/2024	Vetwest Animal Hospitals Pty Ltd	Animal Welfare	327.08
11483404	29/08/2024	Tool Kit Depot	Tools	326.75
13344576	15/08/2024	Sonic HealthPlus Pty Ltd	Staff medicals	326.70
13344576	15/08/2024	Janissen Electrics	Electrical works Collier Gardens	325.05
13344576	15/08/2024	City of Belmont	Animal Welfare BE478D	325.00
13344576	15/08/2024	Elliotts Filtration Pty Ltd	Filter service-Cygnia Cove	324.50
13344576	15/08/2024	Fuji Xerox	Photocopier charges	323.69
11483404	29/08/2024	Parker Black & Forrest Pty Ltd	Locksmith service	321.20
13344576	15/08/2024	Total Green Recycling	E-Waste Recycling	321.02
11535325	22/08/2024	C & T Reticulation	Retic Repairs	319.00
11535325	22/08/2024	Preston Street IGA	Catering	310.00
10412462	20/08/2024	Local Govt Racecourses & Cemeteries Emp Union	Union LGRCEU	308.00
10441178	23/08/2024	Local Govt Racecourses & Cemeteries Emp Union	Union LGRCEU	308.00
13091568	8/08/2024	Repco Auto Parts	Auto parts	304.84
11535325	22/08/2024	RTV Computers Pty Ltd	IT Supplies	302.50
11162663	1/08/2024	Dataline Visual Link Pty Ltd	CCTV Trailer-service	297.00
10412462	20/08/2024	Health Insurance Fund of WA	Health Insurance Fund of WA	296.00
11535325	22/08/2024	AAAC Towing Pty Ltd	Towing service	295.90
11535325	22/08/2024	Truckline	Truck equipment	293.84
13344576	15/08/2024	Preston Street IGA	Catering	292.50
11162663	1/08/2024	Playmaster Pty Ltd	Playground Stepper	289.30
13091568	8/08/2024	Hosemasters	Hose supplies	287.01
13344576	15/08/2024	Scott Printers Pty Ltd	Online business cards	286.00
11535325	22/08/2024	Perth Aquatic Seed & Ecological Services Pty Ltd	Aquarium services	275.00
13344576	15/08/2024	Australasian Fleet Management Assoc.	Staff workshop registrations	267.00
13091568	8/08/2024	Taman Diamond Tools & Machinery	Tool supply	264.00
11535325	22/08/2024	Department Of Planning Lands and Heritage	JDAP fee 69 Sth Perth Esplanade	264.00
13091568	8/08/2024	Kulbardi	Office supplies	253.52
11483404	29/08/2024	Vetwest Animal Hospitals Pty Ltd	Animal welfare	249.75
11162663	1/08/2024	Harvey Fresh	Milk Supplies	247.43
13091568	8/08/2024	Redimed Pty Ltd	Staff medicals	246.70
13344576	15/08/2024	Harvey Fresh	Milk Supplies	243.64
13344576	15/08/2024	Reino International	Credit card transaction fees	240.21
13091568	8/08/2024	Vetwest Animal Hospitals Pty Ltd	Animal Welfare	236.25
11162663	1/08/2024	Vetwest Animal Hospitals Pty Ltd	Animal Welfare BE390D	224.55
11162663	1/08/2024	Bidfood Perth	Council Chamber supplies	223.51
11483404	29/08/2024	Tyke Electrical	Electrical services	220.00
13091568	8/08/2024	Laundry Express	Laundry service	218.80
10441178	23/08/2024	Health Insurance Fund of WA	Health Insurance Fund of WA	218.00
13091568	8/08/2024	Martins Trailer Parts Pty Ltd	Trailer parts	216.16
11483404	29/08/2024	Preston Street IGA	Catering	210.00
13344576	15/08/2024	Kulbardi	Office supplies	208.28



Reference	Date	Payee	Description	Amount (\$)
11162663	1/08/2024	Bin Bath Australia Pty Ltd	Bin cleaning	205.70
13344576	15/08/2024	StrataGreen	Supplies	202.69
13344576	15/08/2024	Pelangi Face Painting	Face Painting	200.00
13344576	15/08/2024	Corsign WA Pty Ltd	Signage	198.00
11483404	29/08/2024	City Of Canning	Animal Welfare C012C	196.25
13344576	15/08/2024	Our Ruby Girl	Catering	192.00
11535325	22/08/2024	Repco Auto Parts	Auto parts	190.76
11535325	22/08/2024	Allmark & Associates Pty Ltd	Name badge	186.45
13091568	8/08/2024	Kennards Hire	Toilet/Trailer hire	185.00
11162663	1/08/2024	Western Resource Recovery Pty Ltd	Grease Trap waste	181.50
13344576	15/08/2024	Western Resource Recovery Pty Ltd	Grease trap waste	181.50
11483404	29/08/2024	Imagesource Digital Solutions	Signage	181.50
11483404	29/08/2024	Western Resource Recovery Pty Ltd	Clean grease trap waste	181.50
13091568	8/08/2024	Iron Mountain Aust Group Pty Ltd	Archive service	180.14
11535325	22/08/2024	City of Belmont	Animal Welfare BE484D	180.00
11162663	1/08/2024	Parker Black & Forrest Pty Ltd	Locksmith service	166.10
11483404	29/08/2024	LG Professionals Australia WA	Evaluation Framework Workshop	165.00
10412462	20/08/2024	Australian Services Union	Union ASU	159.00
10441178	23/08/2024	Australian Services Union	Union ASU	159.00
11483404	29/08/2024	Kulbardi	Office supplies	154.77
13344576	15/08/2024	Complete Office Supplies Pty Ltd	Office supplies	153.66
11162663	1/08/2024	City Of Melville	Animal Welfare M021C	150.00
13091568	8/08/2024	Town Of Victoria Park	Animal Welfare VP632D	150.00
13344576	15/08/2024	Crayon	Photocopier charges	140.03
13091568	8/08/2024	WINC Australia Pty Ltd	Office supplies	135.96
13344576	15/08/2024	Imagesource Digital Solutions	Emerging artist-Posters	127.60
11162663	1/08/2024	Repco Auto Parts	Tools	126.90
11535325	22/08/2024	Vetwest Animal Hospitals Pty Ltd	Animal Welfare	115.75
11162663	1/08/2024	Statewide Cleaning Supplies Pty Ltd	Cleaning Service	112.76
11162663	1/08/2024	Wren Oil	Oil waste disposal	110.00
13091568	8/08/2024	Sling Lift & Rigging Pty Ltd	Workshop supplies	108.90
11483404	29/08/2024	Complete Office Supplies Pty Ltd	Office supplies	106.56
11162663	1/08/2024	Imagesource Digital Solutions	Posters-Citizen of the year	104.50
13344576	15/08/2024	The Poster Girls	Poster distribution	102.50
13344576	15/08/2024	Dentcraft	Car repairs	88.00
13344576	15/08/2024	Blackwoods	Supplies	85.60
13091568	8/08/2024	Complete Office Supplies Pty Ltd	Office supplies	78.20
13091568	8/08/2024	Harvey Fresh	Milk Supplies	69.49
11483404	29/08/2024	Harvey Fresh	Milk Supplies	69.49
13091568	8/08/2024	Beacon Equipment - Canning Vale	Equipment	69.00
13344576	15/08/2024	Allied Security Australia	Alarm response	68.94
11535325	22/08/2024	Allied Security Australia	Alarm response	68.94
13344576	15/08/2024	Telstra Ltd - 0682525000 Landlines	Phone Charges	67.21
13091568	8/08/2024	Aussie Natural Spring Water	Bottled water unit rental	64.50
11535325	22/08/2024	Aussie Natural Spring Water	Water unit rental	64.50
11483404	29/08/2024	Repco Auto Parts	Tools	60.37
13344576	15/08/2024	AUSTRALIAN LOCAL GOVERNMENT WOMEN'S ASSOCIATI	Membership fee	60.00
11535325	22/08/2024	City Of Melville	Animal Welfare M022C	60.00
13091568	8/08/2024	Alinta	Gas usage	46.15
11483404	29/08/2024	Australia Post Library	Postal charges	34.27
13091568	8/08/2024	Blackwoods	Supplies	29.88
11535325	22/08/2024	WA Police Service - Revenue Section	Volunteer Police Check	18.00
13091568	8/08/2024	Zircodata Pty Ltd	Storage service	11.51
Sub Total				3,822,706.84

Cheque Payments

Reference	Date	Payee	Description	Amount (\$)
09490471	5/08/2024	City of South Perth - Petty Cash	Petty cash reimbursement-Civic Centre	253.75
Sub Total				253.75

Reference	Date	Payee	Description	Amount (\$)
Non Creditor EFT Payments				
Reference	Date	Payee	Description	Amount (\$)
11162663	1/08/2024	Yun Bin Hu	Refund cash bond [REDACTED]	28,425.00
13091568	8/08/2024	Cheer & Dance Pty Ltd	Refund bond for hire SJMP	5,006.00
13091568	8/08/2024	Sanskriti Seniors of WA	Community Funding Grant	3,900.00
13091568	8/08/2024	Darren Taylor & Patricia Brennan	Refund duplicate rates payment	3,065.73
11483404	29/08/2024	OELJ Property	Refund Duplicate payment	2,576.05
11162663	1/08/2024	All Portable Supplies	RRAB-115 GWenyfred Road	2,200.00
11162663	1/08/2024	Averna Pty Ltd T/A Averna Homes	RRAB-29 Milson St	2,200.00
11162663	1/08/2024	Averna Pty Ltd T/A Averna Homes	RRAB-105 Hensman St	2,200.00
11162663	1/08/2024	Antonelli Investments Pty Ltd	RRAB-20 Wattle Stree	2,200.00
13091568	8/08/2024	David Hampel	RRAB [REDACTED]	2,200.00
13344576	15/08/2024	AMG Home Builders	RRAB-26 Gladstone Ave	2,200.00
13344576	15/08/2024	Webb & Brown-Neaves	RRAB-4 Corvus Pass	2,200.00
11535325	22/08/2024	101 Residential Pty Ltd	RRAB-21 Egretta Drive	2,200.00
11535325	22/08/2024	Webb&Brown-Neaves (ANB Residential)	RRAB-107 Coode St	2,200.00
11535325	22/08/2024	AMG Home Builders	RRAB-63 Gladstone Ave	2,200.00
11535325	22/08/2024	Qumars Mesgin	RRAB [REDACTED]	2,200.00
13091568	8/08/2024	South Perth Junior Football Club	Refund hall/swipe card bond	2,055.00
13344576	15/08/2024	Collier Primary P&C Association Inc	Refund hall/swipe card bond	2,055.00
11483404	29/08/2024	Royal College Old Boys Assoc of WA	Refund hall/swipe card bond	2,055.00
13091568	8/08/2024	MR D Jeyachandran	Refund of hall/swipe card bond	1,736.06
13091568	8/08/2024	Carandree Investments	Refund hall/swipe card bond	1,243.00
11483404	29/08/2024	Yee Lim	Refund duplicate payment	1,221.95
11535325	22/08/2024	Toyota WA	Refund hall/swipe card bond	1,070.00
13091568	8/08/2024	Washington Phiri	Refund hall/swipe card bond	1,055.00
13091568	8/08/2024	Speedcubing Australia Inc	Refund hall/swipe card bond	1,055.00
11483404	29/08/2024	E Abeywardane & C K Abeywardane	Refund hall/swipe card bond	1,055.00
11483404	29/08/2024	Miss SN Junup	Refund hall/swipe card bond	1,055.00
11483404	29/08/2024	Forward in Faith Ministries Intl. Ltd	Refund hall/swipe card bond	1,025.00
11535325	22/08/2024	Webb & Brown-Neaves (ABN Residential)	RRAB-107 Coode St	750.00
11535325	22/08/2024	Andrew & Kristy Stanwix	RRAB [REDACTED]	750.00
11535325	22/08/2024	Qumars Mesgin	RRAB [REDACTED]	750.00
13091568	8/08/2024	Brendon Chi-Teng & Sarah Joy Lee	Refund hall/swipe card bond	682.00
13344576	15/08/2024	Cornelia Staats	Crossing subsidy-87B Todd Ave	656.79
11483404	29/08/2024	Ms I S Moh	Refund hall/swipe card bond	620.00
13091568	8/08/2024	Water Corporation	Refund hall/swipe card bond	605.00
13091568	8/08/2024	Manawa Mai Tawhiti Seniors	Refund hall/swipe card bond	605.00
11535325	22/08/2024	Talya Susan Everett	Refund hall/swipe card bond	605.00
11535325	22/08/2024	Mansoor Ehsanbaga	Refund hall/swipe card bond	605.00
11535325	22/08/2024	Carl and Christina Mae Askew	Refund hall/swipe card bond	605.00
11483404	29/08/2024	Miss SN Junup	Refund hall/swipe card bond	605.00
11483404	29/08/2024	Joy Oluwaseyi Ajayi	Refund hall/swipe card bond	605.00
11535325	22/08/2024	Jennifer A Shah	Refund hall/swipe card bond	579.00
11535325	22/08/2024	Perth Patio Magic	RRAB-1/47 Comer St	500.00
11483404	29/08/2024	Jakerleir Pty Ltd	RRAB-1/23 Morrison St	500.00
11483404	29/08/2024	Jakerleir Pty Ltd	RRAB-42 Salter Point Pde	500.00
11483404	29/08/2024	Michael Trant	Interviewer at Author talk	473.00
13091568	8/08/2024	Pauline Marcoux	Refund of cancelled booking	449.00
11483404	29/08/2024	Forward in Faith Ministries Intl. Ltd	Refund hall/swipe card bond	339.06
13344576	15/08/2024	Henry Wong	Home Safety & Security equipment	300.00
11483404	29/08/2024	Municipal Workcare Scheme	Refund Receipt D000039328;;Refund	289.73
11162663	1/08/2024	Sandeep Poorun	Home Safety & Security equipment	250.00
13344576	15/08/2024	Michael Crone	Home Safety & Security equipment	250.00
13344576	15/08/2024	Duncan Mansfield	Home Safety & Security equipment	250.00
13344576	15/08/2024	Karen Watts & Andrew Higginson	Home Safety & Security equipment	250.00
13344576	15/08/2024	Jacob Spurr	Home Safety & Security equipment	250.00
11535325	22/08/2024	Indraneel Surve	Home Safety & Security equipment	250.00
11535325	22/08/2024	Diego Ortiz Parra	Home Safety & Security equipment	250.00
11535325	22/08/2024	Amy Thomson	Home Safety & Security equipment	250.00
11483404	29/08/2024	Yuliana Wongsonegoro	Home Safety & Security equipment	250.00
11535325	22/08/2024	Michael English	Home Safety & Security equipment	248.98

Reference	Date	Payee	Description	Amount (\$)
11162663	1/08/2024	Maryie Platt	Home Safety & Security equipment	237.00
13344576	15/08/2024	Kyla Van der Klauw	Home Safety & Security equipment	229.00
13091568	8/08/2024	South Perth Junior Football Club	Reimbursement hire fee	207.00
11535325	22/08/2024	First Step Solutions	Refund hire fee GBLC	205.00
11162663	1/08/2024	Joshua Serafini	Food relief Program 24/25	200.00
13091568	8/08/2024	Joshua Serafini	Food relief Program 24/25	200.00
13344576	15/08/2024	Joshua Serafini	Food relief Program 24/25	200.00
11535325	22/08/2024	Joshua Serafini	Food relief Program 24/25	200.00
11535325	22/08/2024	Maddison Hill	Individual Dev. Grant	200.00
11535325	22/08/2024	Tamsin Hill	Individual Dev. Grant	200.00
11483404	29/08/2024	Rosanna Molony	Individual Dev. Grant	200.00
11483404	29/08/2024	Joshua Serafini	Food relief Program 24/25	200.00
11483404	29/08/2024	Tara Jorgensen	Individual Dev. Grant	200.00
13344576	15/08/2024	Amun Behari	Home Safety & Security equipment	195.00
11483404	29/08/2024	Grace Smalley	Refund hire of GBLC	152.00
11162663	1/08/2024	Department of Justice	Refund of FER Payment for Infringement	55.40
11535325	22/08/2024	MR Daniel Chang	Refund hire fees SJMP	43.00
13091568	8/08/2024	South Perth Junior Football Club	Reimbursement hire fee	34.50
11535325	22/08/2024	Mr Daniel Chang	Refund hire fees	15.00
11162663	1/08/2024	Department of Justice	Refund of FER payment for Infringement	14.60
Sub Total				101,913.85

Non Creditor CHQ Payments

Reference	Date	Payee	Description	Amount (\$)
12275067	29/08/2024	K & N Flinn	Refund for pension	2,257.71
12275067	29/08/2024	June Kwietniewski	Refund for pension	1,769.40
09490471	5/08/2024	Courageous Women in Multicultural Networ	Refund hall/swipe card bond	1,700.00
13270166	8/08/2024	Fadziso Machingura	Refund hall/swipe card bond	1,413.00
09490471	5/08/2024	Leonie & John Demnitz	Refund for pension	1,383.00
12052208	22/08/2024	Islamic Centre of WA Inc	Refund hall/swipe card bond	1,055.00
12275067	29/08/2024	C Harrison & T Healey	Refund for pension	980.84
12275067	29/08/2024	Concetta Wells	Refund for pension	977.06
12275067	29/08/2024	Wan Lee	Refund for pension	946.79
12275067	29/08/2024	Renata Lawrence	Refund for pension	925.97
12275067	29/08/2024	John Harvey	Refund for pension	737.98
13270166	8/08/2024	Curtin University	Refund hall/swipe card bond	605.00
13270166	8/08/2024	Kensington Secondary School	Refund Hall/swipe card bond	605.00
12052208	22/08/2024	WA Young People in AA	Refund hall/swipe card bond	605.00
12275067	29/08/2024	Wei Tan & Huijuan Lee	Refund for overpayment	546.20
12275067	29/08/2024	A & J De Rosa	Refund for pension	211.64
12275067	29/08/2024	Adeel Wajid	Refund hall hire fees	185.00
12275067	29/08/2024	Sasha Milosevic	refund half price registration	25.00
12275067	29/08/2024	Windsor Capital Partners Pty Ltd	Refund for overpayment 24/11 Melville Pd	14.05
Sub Total				16,943.64

**Excluding:** Voided Payments:

Reference	Date	Payee	Description	Amount (\$)
				0.00
Total Cancelled EFT				0.00

**Excluding:** Cancelled Cheques

Reference	Date	Payee	Description	Amount (\$)
				0.00
Total Cancelled Cheques				0.00

Credit Card Transactions

Reference	Date	Payee	Description	Amount (\$)
PC005253	3/07/2024	TEREX GENIE DARRA AUS 005	Maintenance of Genie Scissor Lift	3,018.68
PC005299	17/07/2024	JLTA LOCAL COMMS INS SYDNEY NSW 005	Annual Public and Products liability insurance	898.51
PC005259	4/07/2024	DHL WSI SHIPMENT MASCOT AUS 005	DHL Shipment Receipt for computer	742.69



Reference	Date	Payee	Description	Amount (\$)
PC005250	2/07/2024	COLES 0356COLES 0356 KARAWARA AUS	Home Karawara Food Relief	594.99
PC005330	30/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Home Karawara Groceries	589.25
PC005293	16/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Home Karawara groceries	563.07
PC005246	2/07/2024	LOCAL GOVERNEMENT MANA MT HAWTHORN	WALGA MEMBERSHIP	560.00
PC005331	31/07/2024	Tickets*Disability BELROSE AUS 005	Disability awareness training and inclusive events training	524.18
PC005314	22/07/2024	Intuit Mailchimp Sydney AUS 005	Electronic direct mail – monthly subscription	511.62
PC005322	26/07/2024	COLES 0352COLES 0352 MELVILLE AUS 005	Leaving gift for CPV staff	500.00
PC005323	26/07/2024	COLES 0352COLES 0352 MELVILLE AUS 005	Leaving gifts for CPV staff	500.00
PC005324	26/07/2024	COLES 0352COLES 0352 MELVILLE AUS 005	Leaving gifts for CPV staff	500.00
PC005256	3/07/2024	PERTH ZOO SOUTH PERTH 005	Entry tickets for Evolve workshop	495.30
PC005273	9/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Home Karawara Groceries	467.52
PC005317	23/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Home Karawara Groceries	430.47
PC005304	18/07/2024	JLT Online melbourne NSW 005	Personal Accident Insurance - Volunteers - Home Karawai	416.62
PC005277	9/07/2024	DHL Express ADC Brisbane AUS 005	Courier charges	387.07
PC005315	22/07/2024	SKED SOCIAL MELBOURNE VIC 005	Social media platform	343.75
PC005275	9/07/2024	WALGA EVENTS WEST LEEDERVWA 005	Subscriber Registration - People and Performance Manag	310.00
PC005329	29/07/2024	FUNLAB PTY LTD ABBOTSFORD VIC 005	Leadership Team Activity deposit	294.00
PC005289	15/07/2024	ARTSOURCE FREMANTLE WA 005	Annual Subscription renewal	275.00
PC005267	8/07/2024	STORIES PERTH PTY LTD Perth WA 005	EMT Lunch	273.04
PC005320	25/07/2024	NBN CO LIMITED MELBOURNE 005	Reinstatement of NBN infrastructure - 73 Bessell Avenue	268.43
PC005308	19/07/2024	SKOOLSPORT EQUIPMENT P BRUNSWICK 005	Front office sports pump replacement	235.50
PC005321	25/07/2024	PLANNING INSTITUTE OF BARTON ACT 005	Sam Taylor, attendance at PIA Heritage Training event.	235.00
PC005270	8/07/2024	WATERFORD IGA KARAWARA 005	Home Karawara Meat	223.04
PC005284	10/07/2024	STK*Shutterstock 8666633954 NY 005	Stock footage - monthly subscription	218.90
PC005306	18/07/2024	REDBOOTH AUBURN CA ##0724 143.44 US DOLLAR 005	Team project management tool - monthly subscription.	213.71
PC005316	22/07/2024	WATERFORD IGA KARAWARA 005	Home Karawara Meat	209.38
PC005279	9/07/2024	PAPERLESS POST NEW YORK NY 005	Collier Park Village Farewell Invitations	175.00
PC005335	31/07/2024	WALGA EVENTS WEST LEEDERVWA 005	LG Awards night gala ticket - Cr Choy	165.00
PC005276	9/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Fruit - GBLC Holiday Program	146.98
PC005251	3/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Fruit - GBLC holiday program	138.54
PC005307	19/07/2024	KMART MULGRAVE 005	Book Week event prizes	138.25
PC005263	5/07/2024	OFFICEWORKS 0602OFFICE SUBIACO AUS 005	Stationary	131.98
PC005300	17/07/2024	SQ *PR POWER PTY LTD Wangara WA 005	Fuel Pump for Godwin Storm water pump	122.20
PC005274	9/07/2024	COLES ONLINE HAWTHORN EAS 005	Evolve workshops - catering	121.20
PC005326	29/07/2024	Brot Bakery Manning WA 005	Catering for National Tree Planting - Access and Inclusion	101.31
PC005288	11/07/2024	COLES 0296COLES 0296 Angelo StreeAUS 005	Culture counts survey voucher	100.00
PC005297	17/07/2024	Google ADS2983744886 Sydney AUS 005	YouTube promotion incorporated in the invoice.	100.00
PC005332	31/07/2024	COLES 0296COLES 0296 Angelo StreeAUS 005	Event catering	100.00
PC005255	3/07/2024	BUNNINGS 302000 BALCATTA 005	Miscellaneous items for cable tidiness and management.	99.58
PC005292	15/07/2024	La Patisserie South P South Perth WA 005	Evolve catering Zoo workshop	90.50
PC005282	10/07/2024	GREEN BUNCH EAST VICTORIWA 005	GREEN BUNCH EAST VICTORIWA 005	89.99
PC005290	15/07/2024	Brot Bakery Manning WA 005	Brot BakeryEvolve Workshop catering	88.61
PC005257	4/07/2024	Subway South Perth South Perth WA 005	Catering for DRP meeting	76.15
PC005281	9/07/2024	Woolworths Online BELLA VISTA AUS 005	Evolve workshop stationary	73.20
PC005254	3/07/2024	ALTRONICS BALCATTA WA 005	Miscellaneous cable ties, management & blanking plates.	72.70
PC005286	10/07/2024	WOOLWORTHS 4360 ARMADALE AUS 005	Tree Planting Snacks	72.58
PC005296	17/07/2024	FIX A FRAME PTY LTD MOUNT GRAVAT 005	A4 Foamboard for Art Labels	65.40
PC005318	25/07/2024	JOTFORM PTY LTD MORTLAKE AUS ##0724 42.90 US DOL	Jotform - Form application for website	64.91
PC005258	4/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Catering SPYN planting events	60.38
PC005310	19/07/2024	GREEN BUNCH EAST VICTORIWA 005	Flowers for employee bereavement	59.99
PC005295	16/07/2024	TELSTRA BILL PAYMENT MELBOURNE 005	Home Karawara phone cost	59.39
PC005264	5/07/2024	OFFICEWORKS BENTLEIGH EA 005	Evolve 2024 Catering Box	53.91
PC005334	31/07/2024	Dominos Estore Karawar dominos.com.AUS 005	GBLC Casual Staff meeting - Catering	51.50
PC005272	9/07/2024	aycar Osborne Park Osborne ParkWA 005	Carpet cable cover - to prevent trips.	50.85
PC005252	3/07/2024	KMART 1374KMART 1374 HILLARYS AUS 005	HDMI cables for some TVs in Meeting Rooms.	50.20
PC005280	9/07/2024	BUNNINGS 302000 BALCATTA 005	Storage box organisers for miscellaneous ICT items.	50.00
PC005302	17/07/2024	PLE COMPUTERS PTY LT BENTLEY WA 005	USB Extension cables for AV equipment	48.00
PC005262	5/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Fruit - GBLC holiday program	47.57
PC005311	19/07/2024	Nextra Riverton Riverton WA 005	Leaving cards for CPV staff	44.97
PC005301	17/07/2024	1PASSWORD TORONTO ON ##0724 29.44 US DOLLAR 005	Password Manager license	43.54
PC005261	5/07/2024	COLES 0296COLES 0296 Angelo StreeAUS 005	Catering for school holiday event	40.65
PC005294	16/07/2024	ALDI STORES - SOUTHERN SOUTHERN RIV 005	Junior Kindy Books	40.15



Reference	Date	Payee	Description	Amount (\$)
PC005269	8/07/2024	LANDGATE MIDLAND 005	Plan from LANDGATE for Development Assessment	31.60
PC005260	4/07/2024	OFFICEWORKS 0623OFFICE BELMONT AUS 005	Stationary	31.00
PC005309	19/07/2024	COLES 0356COLES 0356 KARAWARA AUS 005	Fruit - GBLC workshop	30.00
PC005266	8/07/2024	LGPA PERTH WA 005	Attendance at LGPA event Donna Shaw	25.00
PC005305	18/07/2024	BUNNINGS 751000 BELMONT 005	Testing moisture content of wood for wood smoke compl	24.98
PC005271	8/07/2024	COLES 0489COLES 0489 HILLARYS AUS 005	Wipes for cleaning equipment.	24.25
PC005278	9/07/2024	Umart Online Milton AUS 005	Miscellaneous network and patch leads for Marlee Meeti	23.90
PC005245	2/07/2024	Google ADS2983744886 Sydney AUS	Google ad	21.59
PC005325	26/07/2024	WILSON PARKING PER114 PERTH WA 005	Parking to attend MIDAP meeting, DPLH.	21.26
PC005268	8/07/2024	CPP Convention Centre Perth WA 005	Parking EMT Lunch	21.20
PC005328	29/07/2024	VAUCLUSE NEWS SOUTH PERTH WA 005	Farewell cards for staff at end of contract	20.97
PC005333	31/07/2024	COLES 0296COLES 0296 Angelo StreeAUS 005	Event catering	19.40
PC005287	10/07/2024	WOOLWORTHS 4857 MT PLEASANT AUS 005	Evolve catering	17.05
PC005313	22/07/2024	COLES 0296COLES 0296 Angelo StreeAUS 005	Angelo StreeAUS 005Paint my village workshop	15.00
PC005291	15/07/2024	COLES 0296COLES 0296 Angelo StreeAUS 005	Evolve catering fruit	13.18
PC005285	10/07/2024	PLE COMPUTERS PTY LT BENTLEY WA 005	USB extension cables for equipment in some Meeting roo	12.00
PC005283	10/07/2024	KMART 1278KMART 1278 E VICTORIA PAUS 005	Staff uniform - high vis vest	10.20
PC005327	29/07/2024	COLES 0296COLES 0296 Angelo StreeAUS 005	Evolve catering	9.52
PC005265	5/07/2024	POINT PARKING PTY LTD WEST PERTH NSW 005	Easy read training parking	7.00
PC005303	18/07/2024	+INTNL TRANSACTION FEE 086	International transaction fee	5.34
PC005319	25/07/2024	+INTNL TRANSACTION FEE 086	Jotform - Form application for website	1.62
PC005248	2/07/2024	+INTNL TRANSACTION FEE	Trans fee for 1Password license purchase	1.34
PC005298	17/07/2024	+INTNL TRANSACTION FEE 086	International transaction fee	1.09
PC005312	22/07/2024	KMART MULGRAVE 006	Book Week event prizes - refund	-34.50
Total Credit Card Payments				18,188.89

Fleet Card Payments

Reference	Date	Payee	Description	Amount (\$)
F248463	29/07/2024	GIDGEGANNUP (196) Diesel	1HZP020 D-Max	124.83
F248463	24/07/2024	AMPOL FOODARY STRATTON (012969) Premium Diesel	1HZP020 D-Max	119.37
F244208	13/07/2024	MULLALOO (010412) Premium Diesel	1HWR221 DMax 23MY SX CREW CAB UTE HIGH RIDE	116.29
F248463	18/07/2024	AMPOL FOODARY STRATTON (012487) Premium Diesel	1HZP020 D-Max	110.93
F235379	29/06/2024	AMPOL FOODARY FREMANTLE E (025199) Unleaded (91 RON - E10)	1HNY194 Toyota KLUGER	92.92
F247182	16/07/2024	NORTH PERTH (009363) Unleaded (91 RON - E10)	1HXB420 Mazda CX5	88.66
F247181	8/07/2024	SOUTH PERTH (006225) Unleaded (91 RON - E10)	1HXB419 Mazda CX5	86.83
F247181	28/07/2024	SOUTH PERTH (128) Unleaded (91 RON - E10)	1HXB419 Mazda CX5	83.98
F247182	27/07/2024	NORTH PERTH (009639) Unleaded (91 RON - E10)	1HXB420 Mazda CX5	83.50
F235332	6/07/2024	OSBORNE PARK (108) Unleaded (91 RON - E10)	1HMH370 Toyota RAV4	83.33
F214781	28/06/2024	AMPOL FOODARY BENTLEY (014250) Unleaded (91 RON - E10)	1GVX498 Mazda CX5	80.39
F225807	20/07/2024	NORTH PERTH (009488) Unleaded (91 RON - E10)	1HFE045 Toyota RAV4	79.66
F235379	23/07/2024	FREMANTLE (051031) Unleaded (91 RON - E10)	1HNY194 Toyota KLUGER	79.40
F235379	12/07/2024	BALDIVIS (079448) Unleaded (91 RON - E10)	1HNY194 Toyota KLUGER	78.35
F223072	20/07/2024	DUNCRAIG (785) Unleaded (91 RON - E10)	1HCS579 CX5 GT	78.25
F233531	22/07/2024	ELLENBROOK (205) Unleaded (91 RON - E10)	1HNM747 Toyota RAV4	78.05
F219658	27/07/2024	AUGUSTA (008673) Unleaded (91 RON - E10)	1GZK670 Toyota RAV4	77.48
F223072	30/06/2024	DUNCRAIG (927) Unleaded (91 RON - E10)	1HCS579 CX5 GT	75.78
F223072	29/07/2024	DUNCRAIG (155) Unleaded (91 RON - E10)	1HCS579 CX5 GT	74.70
F223072	6/07/2024	MARGARET RIVER (488) Unleaded (91 RON - E10)	1HCS579 CX5 GT	73.39
F234210	9/07/2024	AMPOL FOODARY O'CONNOR (098057) Unleaded (91 RON - E10)	1HND096 RAV4 GXL HYBRID	68.04
F214781	25/07/2024	AMPOL FOODARY BENTLEY (016518) Unleaded (91 RON - E10)	1GVX498 Mazda CX5	66.24
F214781	8/07/2024	AMPOL FOODARY BENTLEY (014954) Unleaded (91 RON - E10)	1GVX498 Mazda CX5	65.12
F223072	8/07/2024	DUNCRAIG (443) Unleaded (91 RON - E10)	1HCS579 CX5 GT	63.53

Reference	Date	Payee	Description	Amount (\$)
F214781	14/07/2024	AMPOL FOODARY BENTLEY (015450) Unleaded (91 RON - 1GVX498 Mazda CX5		63.47
F225475	18/07/2024	KARAWARA (278) Unleaded (91 RON - E10)	1HEY275 Lexus UX250H	63.29
F219658	23/07/2024	MOSMAN PARK (812) Unleaded (91 RON - E10)	1GZK670 Toyota RAV4	62.43
F223146	30/06/2024	RAVENSWOOD (907) Unleaded (91 RON - E10)	1HBW211 Toyota RAV4	61.76
F225475	28/07/2024	KARAWARA (464) Unleaded (91 RON - E10)	1HEY275 Lexus UX250H	55.53
F225475	2/07/2024	VICTORIA PARK EAST (903) Unleaded (91 RON - E10)	1HEY275 Lexus UX250H	55.37
F223146	14/07/2024	RAVENSWOOD (377) Unleaded (91 RON - E10)	1HBW211 Toyota RAV4	54.55
F225808	19/07/2024	DUNCRAIG (318) Unleaded (91 RON - E10)	1HFE046 Toyota RAV4	50.56
F219658	9/07/2024	MOSMAN PARK (447) Unleaded (91 RON - E10)	1GZK670 Toyota RAV4	50.48
F244182	6/07/2024	MAIDA VALE (005471) Premium Diesel	1HWR190 D-Max 23MY SX Crew Cab Ute High Ride	28.67
<b>Grand Total</b>				<b>2,575.13</b>
<b>Management Fee</b>				<b>223.45</b>
<b>Total Fleetcare</b>				<b>2,798.58</b>

**City of South Perth**  
**Statement of Financial Position**  
**31st August 2024**

Details	31 August 2024	31 August 2023	Interim 30 June 2024
	\$	\$	\$
<b>CURRENT ASSETS</b>			
Cash & Cash Equivalents	103,214,515	90,952,824	65,550,349
Trade & Other Receivables	27,990,753	27,379,915	8,708,709
Other Current Assets	1,818,761	1,138,268	2,433,035
Assets Held For Sale	-	23,057,508	-
<b>TOTAL CURRENT ASSETS</b>	<b>133,024,030</b>	<b>142,528,515</b>	<b>76,692,093</b>
<b>NON-CURRENT ASSETS</b>			
Trade & Other Receivables	5,622,260	9,959,350	5,660,370
Investments (LGHT & RRC)	240,345	240,345	240,345
Property, Plant & Equipment	312,871,604	313,050,871	313,230,491
Infrastructure	481,394,101	483,710,274	482,848,942
Intangibles	116,127	168,158	125,159
<b>TOTAL NON-CURRENT ASSETS</b>	<b>800,244,437</b>	<b>807,128,998</b>	<b>802,105,306</b>
<b>TOTAL ASSETS</b>	<b>933,268,466</b>	<b>949,657,513</b>	<b>878,797,400</b>
<b>CURRENT LIABILITIES</b>			
Trade & Other Payables	14,176,260	12,859,775	6,557,784
Borrowings	3,399,754	3,291,118	3,374,601
Provisions	4,490,193	4,489,502	4,663,022
Liabilities Held For Sale	-	23,788,036	-
Grant Obligations	8,066,439	5,798,133	7,112,910
<b>TOTAL CURRENT LIABILITIES</b>	<b>30,132,645</b>	<b>50,896,606</b>	<b>21,708,316</b>
<b>NON-CURRENT LIABILITIES</b>			
Borrowings	5,805,624	9,205,378	6,610,353
Provisions	545,496	551,917	545,496
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>6,351,121</b>	<b>9,829,702</b>	<b>7,155,849</b>
<b>TOTAL LIABILITIES</b>	<b>36,483,766</b>	<b>60,726,308</b>	<b>28,864,165</b>
<b>NET ASSETS</b>	<b>896,784,701</b>	<b>888,931,205</b>	<b>849,933,234</b>
<b>EQUITY</b>			
Retained Surplus	151,778,963	142,498,102	146,253,947
Reserves - Cash Backed	45,496,658	38,185,960	45,076,457
Revaluation Surplus	652,657,613	663,327,054	652,657,613
Net Profit/Loss	46,851,466	44,920,088	5,945,217
<b>TOTAL EQUITY</b>	<b>896,784,701</b>	<b>888,931,205</b>	<b>849,933,234</b>

**City of South Perth  
Statement of Change in Equity  
31st August 2024**

	31 August 2024 \$	31 August 2023 \$	Interim 30 June 2024 \$
<b>RESERVES</b>			
<b>Cash Backed</b>			
Balance at beginning of reporting period	45,076,457	37,284,802	37,284,802
Aggregate transfers to Retained Earnings	(12,919)	(271,239)	(5,417,560)
Aggregate transfers from Retained Earnings	433,119	1,172,397	13,209,216
Balance at end of reporting period	<u>\$ 45,496,658</u>	<u>\$ 38,185,960</u>	<u>\$ 45,076,457</u>
<b>Non - Cash Backed</b>			
Asset Revaluation Reserve	652,657,613	663,327,054	652,657,613
Balance at end of reporting period	<u>\$ 652,657,613</u>	<u>\$ 663,327,054</u>	<u>\$ 652,657,613</u>
<b>TOTAL RESERVES</b>	<u><u>\$ 698,154,271</u></u>	<u><u>\$ 701,513,015</u></u>	<u><u>\$ 697,734,070</u></u>
<b>RETAINED EARNINGS</b>			
Balance at beginning of reporting period	152,199,164	143,399,261	143,399,261
Realised Revaluation Reserve	-	-	10,646,341
Change in Net Assets from Operations	46,851,466	44,920,088	5,945,217
Aggregate transfers to Reserves	(433,119)	(1,172,397)	(13,209,216)
Aggregate transfers from Reserves	12,919	271,239	5,417,560
Balance at end of reporting period	<u>\$ 198,630,430</u>	<u>\$ 187,418,190</u>	<u>\$ 152,199,164</u>
<b>TOTAL EQUITY</b>	<u><u>\$ 896,784,701</u></u>	<u><u>\$ 888,931,205</u></u>	<u><u>\$ 849,933,234</u></u>

**City of South Perth  
Statement of Financial Activity  
31 August 2024**

<b>Original Budget 2024/25</b>		<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Variance Budget</b>	<b>Note</b>	<b>YTD % Variance Budget</b>
<b>OPERATING ACTIVITIES</b>						
	<b>Revenue from Operating Activities</b>					
46,065,448	Rates revenue	45,065,448	45,064,708	(740)	U	0%
20,339,186	Fees and charges	11,010,892	11,002,023	(8,869)	U	0%
1,907,400	Grants, subsidies and contributions	46,714	78,547	31,833	F	68%
4,878,124	Interest revenue	905,005	875,488	(29,517)	U	-3%
473,429	Other revenue	64,386	99,425	35,039	F	54%
<b>73,663,587</b>		<b>57,092,445</b>	<b>57,120,190</b>	<b>27,745</b>	<b>F</b>	<b>0%</b>
	<b>Expenditure from operating activities</b>					
28,834,033	Employee expenses	4,568,897	4,221,781	347,116	F	8%
26,268,902	Materials and contracts	3,233,650	2,934,679	298,971	F	9%
1,817,700	Utility charges	323,365	292,154	31,211	F	10%
649,485	Insurance expenses	324,743	345,796	(21,053)	U	-6%
14,130,786	Depreciation and amortisation	2,407,636	2,386,201	21,435	F	1%
1,032,736	Other expenses	117,832	133,852	(16,019)	U	-14%
366,731	Interest expenses	68,529	68,529	-		0%
<b>73,100,374</b>		<b>11,044,651</b>	<b>10,382,991</b>	<b>661,660</b>	<b>F</b>	<b>6%</b>
<b>563,213</b>	<b>Net Operating Surplus/ (Deficit)</b>	<b>46,047,794</b>	<b>46,737,199</b>	<b>689,405</b>	<b>F</b>	<b>1%</b>
	<b>Operating activities excluded from budgeted deficiency</b>					
14,130,786	Depreciation excluded from operating activity	2,407,636	2,386,201	21,435	F	1%
<b>14,694,000</b>	<b>Amount attributable to Operating Activities</b>	<b>48,455,429</b>	<b>49,123,399</b>	<b>667,970</b>	<b>F</b>	<b>1%</b>
	<b>INVESTING ACTIVITIES - INFLOWS / (OUTFLOWS)</b>					
7,493,633	Capital grants, subsidies and contributions	179,536	115,190	(64,346)	U	-36%
274,870	Proceeds on Disposal of Assets	-	-	-		0%
(9,307,070)	Payments for purchase of property, plant & equipment	(39,000)	(143,185)	(104,185)	U	-267%
(17,296,780)	Payments for construction of infrastructure	(687,182)	(420,255)	266,927	F	39%
<b>(18,835,347)</b>	<b>Amount attributable to Investing Activities</b>	<b>(546,646)</b>	<b>(448,251)</b>	<b>98,395</b>	<b>F</b>	<b>18%</b>
	<b>FINANCING ACTIVITIES - INFLOW / (OUTFLOWS)</b>					
8,511,691	Transfers from cash backed reserves (restricted assets)	15,000	12,919	(2,081)	U	-14%
53,513	Proceeds from self supporting loans	12,552	12,552	-		0%
3,871,385	Underground Power	2,575,000	2,517,750	(57,250)	U	-2%
(3,374,601)	Loan Principal Repayments	(779,576)	(779,576)	-		0%
(10,283,092)	Transfers to Reserves	(402,689)	(433,119)	(30,430)	U	-8%
(5,500,000)	Movement in Grant Obligations	-	-	-		0%
-	Movement in Deferred Rates (Non-Current)	-	12,045	12,045	F	0%
4,550,000	Proceeds from New Borrowings	-	-	-		0%
<b>(2,171,104)</b>	<b>Amount attributable to Financing Activities</b>	<b>1,420,287</b>	<b>1,342,571</b>	<b>(77,716)</b>	<b>U</b>	<b>-5%</b>
	<b>MOVEMENT IN SURPLUS OR DEFICIT</b>					
6,312,451	<b>Surplus or deficit at the start of the financial year</b>	6,312,451	14,351,395	8,038,944	F	127%
14,694,000	Amount attributable to operating activities	48,455,429	49,123,399	667,970	F	1%
(18,835,347)	Amount attributable to investing activities	(546,646)	(448,251)	98,395	F	18%
(2,171,104)	Amount attributable to financing activities	1,420,287	1,342,571	(77,716)	U	-5%
<b>-</b>	<b>Surplus or deficit at the end of the period</b>	<b>55,641,521</b>	<b>64,369,115</b>	<b>8,727,593</b>	<b>F</b>	<b>16%</b>

## City of South Perth 2024/2025 Operating Revenue and Expenditure Budget Versus Actual

31-August-2024

Key Responsibility Area	YTD Budget \$	YTD Actual \$	Variance \$	Var F/U	Var %	Original Budget \$
<b>REVENUE</b>						
<b>Corporate Services</b>						
<b>Governance</b>						
Animal Care Facility	36,165	30,185	(5,980)	U	-17%	198,000
Fire Prevention	1,083	2,000	917	F	85%	3,000
Parking	362,960	316,502	(46,458)	U	-13%	2,475,400
Rangers	7,674	7,904	230	F	3%	75,000
Total Revenue - Governance	407,882	356,591	(51,292)	U	-13%	2,751,400
<b>Finance</b>						
Investment Activities	668,335	702,267	33,932	F	5%	5,376,526
Financial Services	497	349	(147)	U	-30%	2,979
Rating Services	45,484,915	45,461,821	(23,094)	U	0%	46,944,448
Property Management - Commercial	60,184	57,783	(2,401)	U	-4%	298,893
Recoverable Costs	17,994	30,387	12,393	F	69%	80,000
Total Revenue - Finance	46,231,925	46,252,607	20,683	F	0%	52,702,846
<b>People &amp; Performance</b>						
Human Resources	-	2,298	2,298	F	100%	-
Total Revenue - People & Performance	-	2,298	2,298	F	100%	-
<b>Corporate Services Total</b>	46,639,807	46,611,496	(28,311)	U	0%	55,454,246
<b>Development &amp; Community Services</b>						
Community Projects	-	-	-		0%	50,000
Community Events	10,000	14,613	4,613	F	46%	56,000
Major Events	-	-	-		0%	15,000
Facility Hire	110,500	143,076	32,576	F	29%	531,000
Recreation Admin	77,133	65,410	(11,723)	U	-15%	221,800
George Burnett Leisure Centre Operations	36,167	35,032	(1,135)	U	-3%	187,000
Total Revenue - Community Development	233,800	258,131	24,331	F	10%	1,060,800
<b>Library</b>						
Library Services	2,042	521	(1,520)	U	-74%	4,750
Civic Centre Library	2,733	3,161	428	F	16%	11,600
Manning Library	1,550	1,689	139	F	9%	8,100
Old Mill	300	957	657	F	219%	1,800
Total Revenue - Library	6,625	6,329	(296)	U	-4%	26,250
<b>Statutory Planning</b>						
Planning Services	125,833	149,625	23,792	F	19%	275,000
Building Services	51,667	73,154	21,487	F	42%	250,000
Pool Services	190,000	210,831	20,831	F	11%	190,000
Health Services	1,950	-	(1,950)	U	-100%	11,700
Preventative Services	22,083	6,073	(16,010)	U	-72%	132,500
Total Revenue - Statutory Planning	391,533	439,682	48,149	F	12%	859,200

Key Responsibility Area	YTD Budget \$	YTD Actual \$	Variance \$	Var F/U	Var %	Original Budget \$
<b>Infrastructure</b>						
<b>Engineering</b>						
Network Operations	4,500	2,640	(1,860)	U	-41%	27,000
Roads and Drainage	41,267	42,163	896	F	2%	618,400
Total Revenue - Engineering	45,767	44,803	(964)	U	-2%	645,400
<b>Parks and Environment</b>						
CPGC	974,890	965,602	(9,288)	U	-1%	6,133,116
Park Operations	24,833	17,564	(7,269)	U	-29%	425,000
Total Revenue - Parks and Environment	999,723	983,167	(16,557)	U	-2%	6,558,116
<b>Waste, Fleet &amp; Facilities</b>						
Fleet Management	5,000	4,963	(37)	U	-1%	30,000
Recycling Centre	18,667	20,914	2,247	F	12%	112,000
Waste Collection	8,751,523	8,750,706	(818)	U	0%	8,917,575
Total Revenue - Waste, Fleet & Facilities	8,775,190	8,776,583	1,393	F	0%	9,059,575
<b>Infrastructure Total</b>	9,820,680	9,804,552	(16,128)	U	0%	16,263,091
<b>Total Revenue</b>	57,092,445	57,120,190	27,745	F	0%	73,663,587
<b>EXPENDITURE</b>						
<b>Office of the CEO</b>						
<b>Office of the CEO</b>						
Office of the CEO	126,331	127,375	(1,044)	U	-1%	644,349
Total Expense - Office of the CEO	126,331	127,375	(1,044)	U	-1%	644,349
<b>Office of the CEO Total</b>	126,331	127,375	(1,044)	U	-1%	644,349
<b>Corporate Services</b>						
<b>Director of Corporate Services</b>						
Corporate Services	44,860	42,147	2,712	F	6%	287,878
Total Expense - Director of Corporate Services	44,860	42,147	2,712	F	6%	287,878
<b>Customer, Communications &amp; Engagement</b>						
Customer Services Admin	222,844	200,810	22,035	F	10%	1,369,803
Marketing & Communications	121,805	101,259	20,546	F	17%	863,698
Publications	2,500	7,677	(5,177)	U	-207%	77,000
Total Expense - Customer, Communications & Engagement	347,149	309,746	37,404	F	11%	2,310,501
<b>Finance</b>						
Investment Activities	20,320	20,320	-		0%	140,276
Financial Services	577,016	558,083	18,933	F	3%	2,773,844
Rating Services	47,973	57,100	(9,126)	U	-19%	417,825
Property Management - Commercial	16,875	16,875	-		0%	33,750
Recoverable Costs	36,393	30,130	6,263	F	17%	161,800
PreSchools	8,634	8,996	(362)	U	-4%	50,831
Total Expense - Finance	707,211	691,504	15,708	F	2%	3,578,326
<b>Information Technology</b>						
Information Services	729,530	652,665	76,865	F	11%	5,477,919
Records Management	34,197	33,694	504	F	1%	223,849
Total Expense - Information Technology	763,727	686,358	77,369	F	10%	5,701,767
<b>Governance</b>						
Governance Admin	140,402	124,796	15,606	F	11%	1,004,875
Council Members	124,023	116,380	7,643	F	6%	618,091
Council Functions	29,226	26,205	3,021	F	10%	212,648
Animal Care Facility	48,720	41,887	6,833	F	14%	288,132
Fire Prevention	3,952	1,929	2,023	F	51%	77,129
Parking	129,942	96,971	32,971	F	25%	1,057,237
Rangers	72,197	74,730	(2,534)	U	-4%	490,771
Total Expense - Governance	548,460	482,897	65,563	F	12%	3,748,883



Key Responsibility Area	YTD Budget \$	YTD Actual \$	Variance \$	Var F/U	Var %	Original Budget \$
<b>People &amp; Performance</b>						
Organisational Performance	82,666	58,268	24,397	F	30%	355,146
Human Resources	158,594	146,273	12,322	F	8%	1,101,273
Work Health & Safety	43,848	42,801	1,047	F	2%	335,402
Total Expense - People & Performance	285,108	247,342	37,766	F	13%	1,791,821
<b>Corporate Services Total</b>	<b>2,696,516</b>	<b>2,459,994</b>	<b>236,522</b>	<b>F</b>	<b>9%</b>	<b>17,419,176</b>
<b>Development &amp; Community Services</b>						
Development & Community Services	35,605	34,546	1,059	F	3%	343,868
Total Expense - Director of Development & Community Services	35,605	34,546	1,059	F	3%	343,868
<b>Community Development</b>						
CCR Admin	98,661	99,933	(1,272)	U	-1%	650,010
Community Projects	89,708	57,580	32,128	F	36%	712,094
Citizens Centre - South Perth	7,890	30,696	(22,806)	U	-289%	113,173
Citizens Centre - Manning	26,807	25,954	853	F	3%	155,678
Community Events	124,629	89,437	35,193	F	28%	765,268
Major Events	-	-	-		0%	80,000
Summer Events	5,833	24,691	(18,857)	U	-323%	220,000
Functions	9,000	1,149	7,851	F	87%	54,000
Public Art	13,276	9,344	3,932	F	30%	78,904
Facility Hire	110,742	104,444	6,298	F	6%	587,908
George Burnett Leisure Centre Operations	82,503	77,564	4,939	F	6%	588,852
Total Expense - Community Development	569,050	520,792	48,258	F	8%	4,005,886
<b>Collier Park Village</b>						
Collier Park Village	58,745	39,171	19,574	F	33%	58,745
Total Expense - Collier Park Village	58,745	39,171	19,574	F	33%	58,745
<b>Library</b>						
Civic Centre Library	301,860	255,034	46,826	F	16%	1,867,574
Manning Library	175,446	135,604	39,842	F	23%	1,110,567
Old Mill	11,087	9,056	2,031	F	18%	93,860
Heritage House	13,852	3,853	10,000	F	72%	32,678
Total Expense - Library	502,245	403,547	98,698	F	20%	3,104,678
<b>Statutory Planning</b>						
Planning Services	215,651	176,831	38,820	F	18%	1,463,415
Compliance	28,548	25,507	3,041	F	11%	186,740
Building Services	78,755	57,820	20,935	F	27%	506,559
Health Services	93,070	68,322	24,748	F	27%	605,820
Analytical Services	2,083	29	2,054	F	99%	12,500
Pest Control	-	-	-		0%	50,000
Total Expense - Statutory Planning	418,108	328,509	89,598	F	21%	2,825,033
<b>Strategic Planning</b>						
Strategic Planning	65,145	58,002	7,144	F	11%	501,772
Total Expense - Strategic Planning	65,145	58,002	7,144	F	11%	501,772
<b>Development &amp; Community Services Total</b>	<b>1,648,898</b>	<b>1,384,567</b>	<b>264,331</b>	<b>F</b>	<b>16%</b>	<b>10,839,983</b>
<b>Infrastructure</b>						
<b>Director Infrastructure Services</b>						
Director Infrastructure Services	47,481	45,829	1,652	F	3%	376,292
Total Expense - Director Infrastructure Services	47,481	45,829	1,652	F	3%	376,292
<b>Assets and Infrastructure Support</b>						
Assets and Infrastructure Support	212,222	168,177	44,045	F	21%	1,509,638
Total Expense - Assets and Infrastructure Support	212,222	168,177	44,045	F	21%	1,509,638
<b>Engineering</b>						
Engineering Administration	96,333	85,177	11,156	F	12%	1,105,450
Civil Design	96,330	80,457	15,874	F	16%	791,486
Network Operations	3,667	11,115	(7,448)	U	-203%	230,000
Underground Power	40,415	40,415	-		0%	178,423
Roads and Drainage	1,762,545	1,726,637	35,908	F	2%	11,674,820
Total Expense - Engineering	1,999,290	1,943,800	55,489	F	3%	13,980,179

Key Responsibility Area	YTD Budget \$	YTD Actual \$	Variance \$	Var F/U	Var %	Original Budget \$
<b>Park and Environment</b>						
Parks and Environment Administration	26,889	27,279	(390)	U	-1%	324,778
CPGC	633,151	602,544	30,608	F	5%	4,022,165
Park Operations	1,679,962	1,694,393	(14,431)	U	-1%	11,615,583
Total Expense - Parks and Environment	2,340,003	2,324,216	15,787	F	1%	15,962,525
<b>Waste, Fleet &amp; Facilities</b>						
Waste, Fleet and Facilities Administration	75,166	85,599	(10,433)	U	-14%	651,036
Environment	77,912	76,493	1,419	F	2%	591,586
Fleet Management	377,579	359,691	17,888	F	5%	1,488,870
Recycling Centre	92,123	104,388	(12,266)	U	-13%	531,425
Waste Collection	632,427	652,090	(19,663)	U	-3%	4,366,608
Recycling Collection	212,662	207,196	5,466	F	3%	1,308,913
Building & Assets	506,043	443,577	62,466	F	12%	3,429,793
Total Expense - Waste, Fleet & Facilities	1,973,912	1,929,034	44,878	F	2%	12,368,232
<b>Infrastructure Total</b>	<b>6,572,906</b>	<b>6,411,056</b>	<b>161,851</b>	<b>F</b>	<b>2%</b>	<b>44,196,866</b>
<b>Total Expenditure</b>	<b>11,044,651</b>	<b>10,382,991</b>	<b>661,660</b>	<b>F</b>	<b>6%</b>	<b>73,100,373</b>
<b>Net Position</b>	<b>46,047,794</b>	<b>46,737,199</b>	<b>689,405</b>	<b>F</b>	<b>1%</b>	<b>563,214</b>

## City of South Perth Collier Park Golf Club - Mini Golf

31 August 2024

### 1. Actual Revenue

	* August 2024 Actual \$	YTD Actual \$	Prior Year Actual Total \$
Revenue	15,625	37,273	313,822
Expenses	6,808	13,617	81,949
Net Revenue	8,817	23,656	231,873

\* Estimate based on figures from the Course Controller.

### 2. Capital Expenditure

a) Initial Expenditure	\$1,983,117
b) Accumulated Depreciation	\$254,641
c) Net Carrying Value	<u>\$1,728,476</u>

### 3. Business Case Assumptions

a) Annual Revenue (page 5)	\$350,000
Payback Period (page 5)	6 years
b) Capital Cost of Facility (page 3)	\$2,000,000
c) Annual Operating Cost (page 5)	\$100,000

Note page reference is per Council adopted Business Plan

### 4. Return of Revenue to the Major Community Facilities Reserve

	* August 2024 Actual \$	YTD Actual \$	Prior Year Actual Total \$
Return to the Major Community Facilities Reserve	15,625	37,273	313,822

\* Estimate based on figures from the Course Controller.

As at 05-Sep-2024 16:43:36

**City of South Perth**  
**2024/2025 - Significant Variance Analysis**  
**31-August-2024**  
**(Budget Versus Actual)**

**1. Operating Revenue and Expenditure by Business Unit**

Key Responsibility Area	YTD Revised Budget (\$)	YTD Actual (\$)	Variance (\$)	Var F/U	Var %	Original Budget (\$)	<i>Variance Analysis &amp; Commentary Significant Variances: \$10,000 or 10% the greater of</i>
<b>REVENUE</b>							
<b>Directorate - Corporate Services</b>							
Finance	46,231,925	46,252,607	20,683	F	0%	52,702,846	Higher due to timing, Grants (\$32k), Recoup Utilities (\$12k) offset by Rates interest Revenue (\$24k)
Governance	407,882	356,591	(51,292)	U	-13%	2,751,400	Timing variance, Parking meter revenue(\$29k) and Infringements (\$24k) offset by higher Animal licenses (\$1k)
<b>Total Revenue - Corporate Services</b>	<b>46,639,807</b>	<b>46,611,496</b>	<b>(28,311)</b>	<b>U</b>	<b>0%</b>	<b>55,454,246</b>	
<b>Directorate - Development &amp; Community Services</b>							
Community Development	233,800	258,131	24,331	F	10%	1,060,800	Higher due to timing, Hall hire (\$27k), Miscellaneous revenue (\$8k) offset by Rental income (\$10k)
Library	6,625	6,329	(296)	U	-4%	26,250	Insignificant Variance
Statutory Planning	391,533	439,682	48,149	F	12%	859,200	Timing variance due to Planning Fees (\$16k), Building Fees (\$21k), Miscellaneous revenue (\$6k) offset by Health License (\$14k) and Grants (\$2k). Permanent variance, Pool Fees (\$21k)
Strategic Planning	-	-	-			-	
<b>Total Revenue - Development &amp; Community Services</b>	<b>631,958</b>	<b>704,142</b>	<b>72,184</b>	<b>F</b>	<b>11%</b>	<b>1,946,250</b>	
<b>Directorate - Infrastructure Services</b>							
Engineering	45,767	44,803	(964)	U	-2%	645,400	Insignificant Variance
Parks and Environment	999,723	983,167	(16,557)	U	-2%	6,558,116	Timing variance, lower due to CPGC revenues (\$10k), Contributions (\$4k) and Miscellaneous revenue (\$2k)
Waste, Fleet & Facilities	8,775,190	8,776,583	1,393	F	0%	9,059,575	Insignificant Variance
<b>Total Revenue - Infrastructure Services</b>	<b>9,820,680</b>	<b>9,804,552</b>	<b>(16,128)</b>	<b>U</b>	<b>0%</b>	<b>16,263,091</b>	
<b>Total Revenue</b>	<b>57,092,445</b>	<b>57,120,190</b>	<b>27,745</b>	<b>F</b>	<b>0%</b>	<b>73,663,587</b>	

<b>EXPENDITURE</b>							
<b>Chief Executive's Office</b>							
Office of the CEO	126,331	127,375	(1,044)	U	-1%	644,349	Insignificant Variance
<b>Total Expense - Chief Executive's Office</b>	<b>126,331</b>	<b>127,375</b>	<b>(1,044)</b>	<b>U</b>	<b>-1%</b>	<b>644,349</b>	
<b>Directorate - Corporate Services</b>							
Director of Corporate Services	44,860	42,147	2,712	F	6%	287,878	Insignificant Variance
Customer, Communications & Engagement	347,149	309,746	37,404	F	11%	2,310,501	Lower expenditure due to timing, Salaries and Wages (\$22k) and Consultants (\$16k).
Finance	707,211	691,504	15,708	F	2%	3,578,326	Lower expenditure due to timing, Utilities (\$7k) and Miscellaneous expenditure (\$9k)
Information Technology	763,727	686,358	77,369	F	10%	5,701,767	Lower expenditure due to timing, Software support (\$55k) and Software Licenses (\$32k) offset by IT managed services (\$9k) and Assets Purchase under \$5k (\$2k)
Governance	548,460	482,897	65,563	F	12%	3,748,883	Favourable due to timing, Legal Services (\$16k), Consultants (\$4k), Ticket Machine Licensing and Hosting (\$22k) and Cash collections fees (\$4k), Council & Committee Meetings (\$5k), Salaries and Wages (\$10k), Stationery and Consumables (\$3k), Marketing and Promotions (\$3k)
People & Performance	285,108	247,342	37,766	F	13%	1,791,821	Lower expenditure due to timing, Consultants (\$24k) and BAU Improvements (\$13k)
<b>Total Expense - Corporate Services</b>	<b>2,696,516</b>	<b>2,459,994</b>	<b>236,522</b>	<b>F</b>	<b>9%</b>	<b>17,419,176</b>	
<b>Directorate - Development &amp; Community Services</b>							
Director of Development & Community Services	35,605	34,546	1,059	F	3%	343,868	Insignificant Variance
Community Development	569,050	520,792	48,258	F	8%	4,005,886	Favourable due to timing, Miscellaneous expenses (\$21k), and Emerging Artist Awards (\$29k) offset by Awards & recognition program (\$2k)
Collier Park Village	58,745	39,171	19,574	F	33%	58,745	Permanent variance, mainly due to Salaries and Wages

Key Responsibility Area	YTD Revised Budget (\$)	YTD Actual (\$)	Variance (\$)	Var F/U	Var %	Original Budget (\$)	<i>Variance Analysis &amp; Commentary</i> <i>Significant Variances: \$10,000 or 10% the greater of</i>
Library	502,245	403,547	98,698	F	20%	3,104,678	Partly permanent variance, mainly due to Salaries and Wages
Statutory Planning	418,108	328,509	89,598	F	21%	2,825,033	Partly permanent variance, mainly due to Salaries and Wages
Strategic Planning	65,145	58,002	7,144	F	11%	501,772	Insignificant Variance
<b>Total Expense - Development &amp; Community Services</b>	<b>1,648,898</b>	<b>1,384,567</b>	<b>264,331</b>	<b>F</b>	<b>16%</b>	<b>10,839,983</b>	
<b>Directorate - Infrastructure Services</b>							
Director Infrastructure Services	47,481	45,829	1,652	F	3%	376,292	Insignificant Variance
Assets and Infrastructure Support	212,222	168,177	44,045	F	21%	1,509,638	Timing variance, mainly due to Salaries and Wages (\$28k) and Protective clothing (\$16k)
Engineering	1,999,290	1,943,800	55,489	F	3%	13,980,179	Favourable due to timing, mainly due to Salaries and Wages.
Parks and Environment	2,340,003	2,324,216	15,787	F	1%	15,962,525	Timing variance, Natural areas (\$25k) and Furniture maintenance (\$3k) offset by CPGC Controller Fees (\$11k)
Waste, Fleet & Facilities	1,973,912	1,929,034	44,878	F	2%	12,368,232	Favourable due to timing, Building cleaning (\$37k), Maintenance (\$6k) and Fuel (\$2k)
<b>Total Expense - Infrastructure Services</b>	<b>6,572,906</b>	<b>6,411,056</b>	<b>161,851</b>	<b>F</b>	<b>2%</b>	<b>44,196,866</b>	
<b>Total Expenditure</b>	<b>11,044,651</b>	<b>10,382,991</b>	<b>661,660</b>	<b>F</b>	<b>6%</b>	<b>73,100,373</b>	
<b>Net Position</b>	<b>46,047,794</b>	<b>46,737,199</b>	<b>689,405</b>	<b>F</b>	<b>1%</b>	<b>563,214</b>	

Key Responsibility Area	YTD Revised Budget (\$)	YTD Actual (\$)	Variance (\$)	Var F/U	Var %	Original Budget (\$)	<i>Variance Analysis &amp; Commentary</i> <i>Significant Variances: \$10,000 or 10% the greater of</i>
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## 2. Capital Revenue and Expenditure

Capital variance based on the subtotals contained in the f. Capital Revenue and Expenditure Report

CAPITAL REVENUE							
Park Operations	-	-	-			3,037,556	
Roads	179,536	115,190	(64,346)	U	-36%	1,133,007	Variance due to recognition of Grant Revenue. Traffic/Black Spot - Mary St Ednah St raised intersection (\$50k), Traffic/Black Spot - Int Axford St - Eleanor St raised platform (\$47k). Offset by MRRG Talbot Street - Saunders St To Cale (\$32k)
Building Maintenance	-	-	-			3,323,070	
<b>Total Capital Revenue</b>	<b>179,536</b>	<b>115,190</b>	<b>(64,346)</b>	<b>U</b>	<b>-36%</b>	<b>7,493,633</b>	

CAPITAL EXPENDITURE							
Drainage	-	1,739	(1,739)	U	-100%	760,000	Timing variance. Drainage - Fraser Lane Pump Replacement and Drainage - Queen St Pump Replacement.
Pathways	113,182	79,906	33,276	F	29%	792,000	Underspent due to timing. Pathways - Kilkenny Circ - Carrick Way to Glasnevin Ct (\$31k).
Roads	380,000	264,751	115,249	F	30%	3,430,000	Variance due to timing. Duckett Drive - Conochie Cr Resurfacing Carried forward expenditure (\$67k). Underspent: Road Rehab - Campbell St - South Tce to Hensman St (\$147k), Road Rehab - Clydesdale St - Mcdougall St to Davilak St (\$88k) and Road Rehab - Campbell Ave - Canning Hwy to Campbell St (\$35k). Offset by MRRG Talbot Street - Saunders St To Cale (\$86k).
Buildings	37,000	91,073	(54,073)	U	-146%	6,418,070	Variance due to timing. Carried forward expenditure: South Perth Library Internal Fitout (\$15k), Comer - Public Toilets Upgrade Works (\$5k) and South Perth Tennis Club - Design Retrofit UAT (\$2k). Overspent: Building Minor Works Ad hoc Program (\$17k), Coode Street Public Toilet New (\$8k) and Hydraulic Services Ad hoc (\$7k).
Lighting	-	-	-			2,991,930	
Security	-	945	(945)	U	-100%	150,000	Timing variance. CCTV NVR hardware Replacement
Technology	-	46,724	(46,724)	U	-100%	293,000	Variance due to timing. Carried forward expenditure: Manning Hall AV (\$47k).
Collier Park Golf Course	-	-	-			5,163,000	
Plant and Fleet Management	-	-	-			1,133,000	
Foreshore & Natural Areas	-	12,369	(12,369)	U	-100%	1,562,850	Variance due to timing. SPF Scented Gardens Arbor Replacement Carried forward expenditure (\$12k).
Park and Reserves	23,000	4,687	18,313	F	80%	2,160,000	Underspent due to timing. Bore & Pump Replacement Program (\$20k)
Waste Management	2,000	4,444	(2,444)	U	-122%	1,030,000	Underspent due to timing. Recycling Centre Improvements (\$3k).
Local Road Traffic Management	165,000	48,610	116,390	F	71%	660,000	Variance due to timing. Traffic/Black Spot - Mary St Ednah St raised intersection (\$70k) and Traffic/Black Spot - Int Axford St - Eleanor St raised platform (\$47k).
Parking Facilities	6,000	8,193	(2,193)	U	-37%	60,000	Variance due to timing. Millers Pool Car Park Closure (\$2k)
<b>Total Capital Expenditure</b>	<b>726,182</b>	<b>563,441</b>	<b>162,741</b>	<b>F</b>	<b>22%</b>	<b>26,603,850</b>	
<b>Net Position</b>	<b>(546,646)</b>	<b>(448,251)</b>	<b>98,395</b>	<b>F</b>	<b>18%</b>	<b>(19,110,217)</b>	



## City of South Perth 2024/2025 Capital Revenue and Expenditure Budget Versus Actual

31-August-2024

Key Responsibility Area	YTD Budget \$	YTD Actual \$	Variance \$	Var F/U	Var %	Original Budget \$
<b>CAPITAL REVENUE</b>						
Park Operations	-	-	-			3,037,556
Roads	179,536	115,190	(64,346)	U	-36%	1,133,007
Building	-	-	-			3,323,070
<b>Total Revenue</b>	<b>179,536</b>	<b>115,190</b>	<b>(64,346)</b>	<b>U</b>	<b>-36%</b>	<b>7,493,633</b>
<b>CAPITAL EXPENDITURE</b>						
<b>Drainage</b>						
Drainage - Cygna Cove - Centenary Ave (Design Only)	-	-	-			100,000
Drainage - Fraser Lane Pump Replacement	-	870	(870)	U	-100%	280,000
Drainage - Queen St Pump Replacement	-	870	(870)	U	-100%	280,000
Drainage Replacement (Ellam St- Lamb St) (Design Only)	-	-	-			100,000
<b>Drainage</b>	<b>-</b>	<b>1,739</b>	<b>(1,739)</b>	<b>U</b>	<b>-100%</b>	<b>760,000</b>
<b>Pathways</b>						
Pathways - Greenock Ave - Robert St to Melville Pde	-	720	(720)	U	-100%	80,000
Pathways - Jarman Avenue - Hennington to Downey Street	-	720	(720)	U	-100%	46,000
Pathways - Kilkenny Circ - Carrick Way to Glasnevin Ct	65,000	34,403	30,597	F	47%	65,000
Pathways - Minor Improvement	2,727	-	2,727	F	100%	30,000
Pathways - Path Link Manning Road - Elderfield Rd to BS12090	-	720	(720)	U	-100%	50,000
Pathways - Sulman Avenue - Footpath Link to BS	-	720	(720)	U	-100%	21,000
Slab Replacement Program	45,455	42,624	2,831	F	6%	500,000
<b>Pathways</b>	<b>113,182</b>	<b>79,906</b>	<b>33,276</b>	<b>F</b>	<b>29%</b>	<b>792,000</b>
<b>Roads</b>						
Anstey Street Pedestrian Crossing	-	-	-			25,000
Canning Highway - Landsdowne - Left In Upgrade -	-	-	-			60,000
Duckett Drive - Conochie Cr Resurfacing	-	66,522	(66,522)	U	-100%	-
Manning Bowling Club Internal Dr	-	-	-			80,000
MRRG Hayman Road - South Tce Douglas Ave	-	-	-			320,000
MRRG Henley Street - Talbot Ave to Bruce	-	-	-			265,000
MRRG Kent St - Jackson Rd to Hayman Rd	-	-	-			445,000
MRRG Talbot Street - Saunders St To Cale	105,000	191,273	(86,273)	U	-82%	210,000
Road Rehab - Campbell Ave - Canning Hwy to Campbell St	37,500	2,800	34,700	F	93%	75,000
Road Rehab - Campbell St - South Tce to Hensman St	150,000	2,800	147,200	F	98%	300,000
Road Rehab - Cloister Ave - Marsh Ave to Challenger Ave	-	-	-			130,000
Road Rehab - Clydesdale St - Mcdougall St to Davilak St	87,500	-	87,500	F	100%	175,000
Road Rehab - Conlon St - with Town of Vic Park Contribution	-	879	(879)	U	-100%	255,000
Road Rehab - Greenock Ave - Park Street to Canning Hwy	-	159	(159)	U	-100%	130,000
Road Rehab - Henley St - Goss Ave to Abjornson St	-	-	-			285,000
Road Rehab - Ley St & Cloister Ave - Intersection	-	159	(159)	U	-100%	20,000
Road Rehab - Mabel St - David St to Douglas Ave	-	-	-			250,000
Road Rehab - Mill Point Close to Old Mill Service Rd	-	159	(159)	U	-100%	300,000
Road Rehab - Ruth St - Brittain St to Eleanor St	-	-	-			105,000
<b>Roads</b>	<b>380,000</b>	<b>264,751</b>	<b>115,249</b>	<b>F</b>	<b>30%</b>	<b>3,430,000</b>

Key Responsibility Area	YTD Budget \$	YTD Actual \$	Variance \$	Var F/U	Var %	Original Budget \$
<b>Buildings</b>						
Asbestos Replacement Program	-	-	-			100,000
Bill Grayden new bin enclosure	-	483	(483)	U	-100%	20,000
Bill Grayden Reserve All Genders Changerooms Renewal	-	-	-			105,760
Building Furniture Renewal/Replacement Ad hoc	-	-	-			30,000
Building Minor Works Ad hoc Program	-	16,795	(16,795)	U	-100%	75,000
Challenger Reserve All Genders Changerooms Renewal	-	-	-			105,760
Challenger Reserve All Genders Changerooms Additional	-	-	-			634,620
Civic and Admin IT Area Office Fit out Renewal	-	-	-			125,000
Civic Centre Auto Doors	-	-	-			50,000
Civic Centre BMS	-	-	-			150,000
Civic Centre HVAC	-	-	-			350,000
Civic Centre meeting room upgrade	-	-	-			30,000
Collier Reserve All Genders Changerooms Additional	-	-	-			634,620
Collier Reserve All Genders Changerooms Renewal	-	-	-			105,760
Comer - Public Toilets Upgrade Works	-	4,950	(4,950)	U	-100%	-
Comer Public Toilet - Roof Tiles Replacement	-	-	-			50,000
Coode Street Public Toilet New	-	8,475	(8,475)	U	-100%	950,000
EJ Oval - John McGrath Hall 10001426 or Pavilion 10001436	-	-	-			25,000
Electrical Various/Ad hoc	1,000	4,966	(3,966)	U	-397%	80,000
Floor Covering Renewal Program	-	-	-			50,000
George Burnett Leisure Centre HVAC	-	-	-			100,000
George Burnett Park All Genders Changerooms Renewal	-	-	-			105,790
Hazel McDougall House Wiring Upgrades & replacement	-	-	-			30,000
Heritage House External Painting & Refurbishments	1,000	1,165	(165)	U	-17%	120,000
HVAC Services Minor Works	15,000	10,275	4,725	F	32%	50,000
Hydraulic Services Ad hoc	20,000	26,574	(6,574)	U	-33%	50,000
LED Light Replacement Program	-	-	-			50,000
Manning Hub BMS	-	-	-			75,000
Manning Lifts Minor Works	-	-	-			25,000
Morris Mundy Reserve All Genders Changerooms Additional	-	-	-			634,620
Morris Mundy Reserve All Genders Changerooms Renewal	-	-	-			105,760
Neil McDougall Public Toilet	-	-	-			75,000
Ops Centre Security operational area gates/auto entry	-	-	-			200,000
Richardson Park All Genders Changerooms Renewal	-	-	-			105,760
Richardson Park All Genders Changerooms Additional	-	-	-			634,620
Roof Access Audit/Design	-	-	-			75,000
Server Room Air conditioners (Manning and Admin) Renewal	-	-	-			100,000
South Perth Library Internal Fitout	-	15,190	(15,190)	U	-100%	-
South Perth Tennis Club - Design Retrofit UAT	-	2,200	(2,200)	U	-100%	-
Termite barrier protection various facilities	-	-	-			75,000
Waterwise Initiatives	-	-	-			60,000
Workshop Roller Doors replacement x 3	-	-	-			75,000
<b>Buildings</b>	<b>37,000</b>	<b>91,073</b>	<b>(54,073)</b>	<b>U</b>	<b>-146%</b>	<b>6,418,070</b>
<b>Lighting</b>						
Challenger Reserve and Sports lighting	-	-	-			105,760
Festive Lights	-	-	-			300,000
George Burnett Park Sports lighting	-	-	-			634,620
Lighting - BLCK Intersection of Manning Road / Kent Street	-	-	-			25,000
Lighting - Murray St to Henley St Shared Path Lighting	-	-	-			40,000
Richardson Park Sports lighting	-	-	-			1,586,550
Sir James Mitchell Park Lighting Upgrade	-	-	-			300,000
<b>Lighting</b>	<b>-</b>	<b>-</b>	<b>-</b>			<b>2,991,930</b>
<b>Security</b>						
CCTV NVR hardware Replacement	-	945	(945)	U	-100%	150,000
<b>Security</b>	<b>-</b>	<b>945</b>	<b>(945)</b>	<b>U</b>	<b>-100%</b>	<b>150,000</b>



Key Responsibility Area	YTD Budget \$	YTD Actual \$	Variance \$	Var F/U	Var %	Original Budget \$
<b>Technology</b>						
IT - Civic Centre Servers and Storage	-	-	-			110,000
IT - Fibre connection	-	-	-			150,000
IT - UPS for Server and Comms Rooms	-	-	-			33,000
Manning Hall AV	-	46,724	(46,724)	U	-100%	-
<b>Technology</b>	-	46,724	(46,724)	U	-100%	293,000
<b>Collier Park Golf Course</b>						
CPGC - Concrete pathways	-	-	-			50,000
CPGC - Plant & Fleet	-	-	-			263,000
CPGC - Wash down Bay	-	-	-			50,000
CPGC Pro-shop, Clubhouse and Driving Range	-	-	-			4,550,000
CPGC Stormwater Drainage, Sewer Pump Station and Main	-	-	-			250,000
<b>Collier Park Golf Course</b>	-	-	-			5,163,000
<b>Plant and Fleet Management</b>						
City of South Perth Plant & Fleet	-	-	-			973,000
Fleet/Plant Transition to EV	-	-	-			50,000
Forklift New	-	-	-			70,000
Rangers - Electric Cargo Bike (foreshore patrol)	-	-	-			15,000
Wheel Balancer - Fleet	-	-	-			25,000
<b>Plant and Fleet Management</b>	-	-	-			1,133,000
<b>Foreshore &amp; Natural Areas</b>						
Hurlingham - Living Stream	-	560	(560)	U	-100%	462,850
Lake Gillon Replacement of raised wooden boardwalk	-	-	-			25,000
SJMP Irrigation replacement	-	-	-			1,075,000
SPF Scented Gardens Arbor Replacement	-	11,809	(11,809)	U	-100%	-
<b>Foreshore &amp; Natural Areas</b>	-	12,369	(12,369)	U	-100%	1,562,850
<b>Parks and Reserves</b>						
Bill McGrath Playground	-	-	-			-
Bore & Pump Replacement Program	20,000	-	20,000	F	100%	100,000
Como Beach / Multi Swing Park Playground	-	-	-			-
Como Bowling Club Synthetic Green Conversion Project	-	-	-			-
Electrical Asset Renewal Program	-	1,332	(1,332)	U	-100%	250,000
Enclosed dog parks 1x big 1x small dogs	-	-	-			210,000
Furniture - Park Replacement	-	-	-			100,000
Irrigation Asset Replacement Program	-	-	-			150,000
Kilkenny Playground	-	-	-			120,000
Lake Douglas Bridges Replacement	-	-	-			350,000
Manning Bike Track - Masterplan Implementation	3,000	2,226	774	F	26%	600,000
Old Manning Library Landscape and Lighting	-	949	(949)	U	-100%	150,000
Playground & Play Equipment Replacements - JanDoo Park	-	180	(180)	U	-100%	130,000
<b>Parks and Reserves</b>	23,000	4,687	18,313	F	80%	2,160,000
<b>Waste Management</b>						
Recycling Centre 30M sq bulk bin Program	-	-	-			25,000
Recycling Centre Improvements	-	2,724	(2,724)	U	-100%	825,000
Recycling Centre new fire hydrant	2,000	1,720	280	F	14%	125,000
Waste - Plant & Fleet Replacement Program	-	-	-			55,000
<b>Waste Management</b>	2,000	4,444	(2,444)	U	-122%	1,030,000

Key Responsibility Area	YTD Budget \$	YTD Actual \$	Variance \$	Var F/U	Var %	Original Budget \$
<b>Local Traffic Management</b>						
Traffic/Black Spot - Int Axford St - Eleanor St raised platf	90,000	43,169	46,832	F	52%	90,000
Traffic/Black Spot - Intersect Labouchere Rd Richardson St	-	-	-			25,000
Traffic/Black Spot - Mary St Ednah St raised intersection	75,000	4,722	70,278	F	94%	150,000
Traffic/Black Spot - Mill Point Rd and Esplanade Ramp	-	720	(720)	U	-100%	150,000
Traffic/Black Spot - Tate St / Angelo St LCUS	-	-	-			145,000
Traffic/Black Spot -Raised Intersection Mill Pt Rd & Mill Pt	-	-	-			100,000
<b>Local Traffic Management</b>	<b>165,000</b>	<b>48,610</b>	<b>116,390</b>	<b>F</b>	<b>71%</b>	<b>660,000</b>
<b>Parking Facilities</b>						
Millers Pool Car Park Closure	6,000	8,193	(2,193)	U	-37%	40,000
Parking Management Devices	-	-	-			20,000
<b>Parking Facilities</b>	<b>6,000</b>	<b>8,193</b>	<b>(2,193)</b>	<b>U</b>	<b>-37%</b>	<b>60,000</b>
<b>Total Expenditure</b>	<b>726,182</b>	<b>563,441</b>	<b>162,741</b>	<b>F</b>	<b>22%</b>	<b>26,603,850</b>

**Statement of All Council Funds  
31st August 2024**

<b>Municipal Fund</b>	<b>58,538,474</b>
Investments	56,391,946
Current Account at Bank	2,143,139
Cash on Hand	3,389
	<u>58,538,474</u>
<b>Cash Backed Reserves</b>	<b>45,496,658</b>
Employee Entitlement Reserve	4,721,853
Community Facilities Reserve	16,738,248
Underground Power Reserve	130,413
Parking Reserve	190,580
Riverwall Reserve	988,538
Public Art Reserve	403,753
Changeroom and Sport Lighting Facilities Reserve	6,077,274
Financial Sustainability Investment Reserve Fund	12,356,669
Waste Management Reserve	3,440,022
Collier Park Golf Course Reserve	449,309
	<u>45,496,658</u>
<b>Reserves represented by:</b>	
Investments	44,676,042
Accrued Interest	820,616
	<u>45,496,658</u>
<b>TOTAL COUNCIL FUNDS</b>	<b><u>104,035,131</u></b>

**Summary of Cash Investments**  
**31st August 2024**

**Investments and Cash - Disclosed by Fund**

	\$	%
Municipal	58,538,474	56.27%
Reserves	45,496,658	43.73%
	<b>104,035,131</b>	<b>100.00%</b>

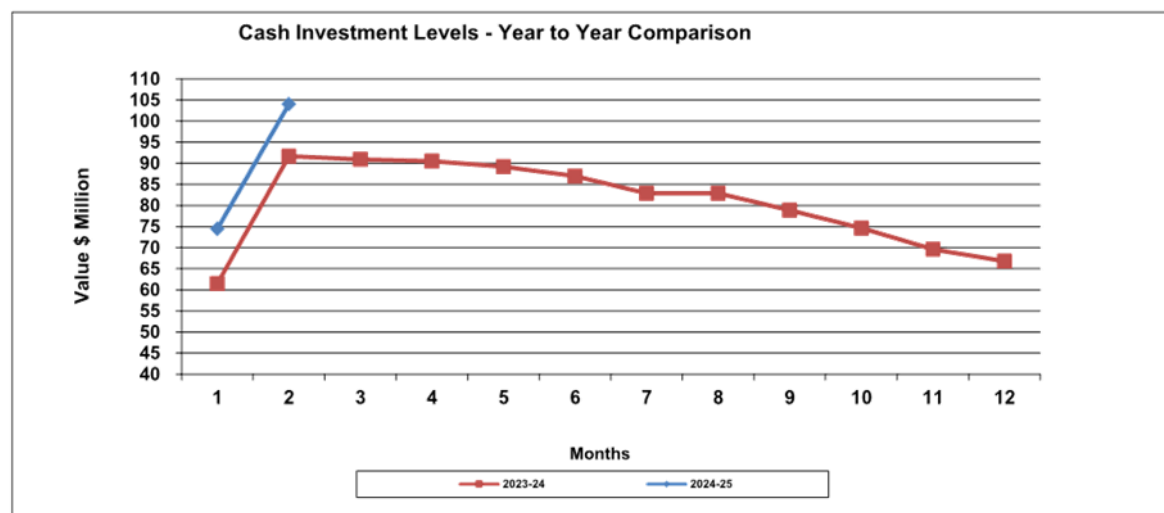
**Investments - Disclosed by Financial Institution**

	Non-Fossil Fuel %	S&P Credit Ratings (Short Term)	\$	%
Commonwealth Bank (Fossil Fuel)*		A-1+	3,172,487	3.14%
ANZ Bank (Fossil Fuel)		A-1+	11,600,000	11.48%
Westpac Banking Corporation (Fossil Fuel)		A-1+	25,182,049	24.92%
Suncorp Metway Bank (Non-Fossil Fuel)	17.23%	A-1	17,416,012	17.23%
National Australia Bank (Fossil Fuel)		A-1+	24,878,189	24.62%
Bank of Queensland (Non-Fossil Fuel)	10.70%	A-2	10,819,251	10.70%
IMB Bank (Non-Fossil Fuel)	7.92%	A-2	8,000,000	7.92%
	35.85%		<b>101,067,988</b>	<b>100.00%</b>
Current Bank Accounts and accrued interest			2,967,143	
			<b>104,035,131</b>	

**Interest Earned on Investments for Year to Date**

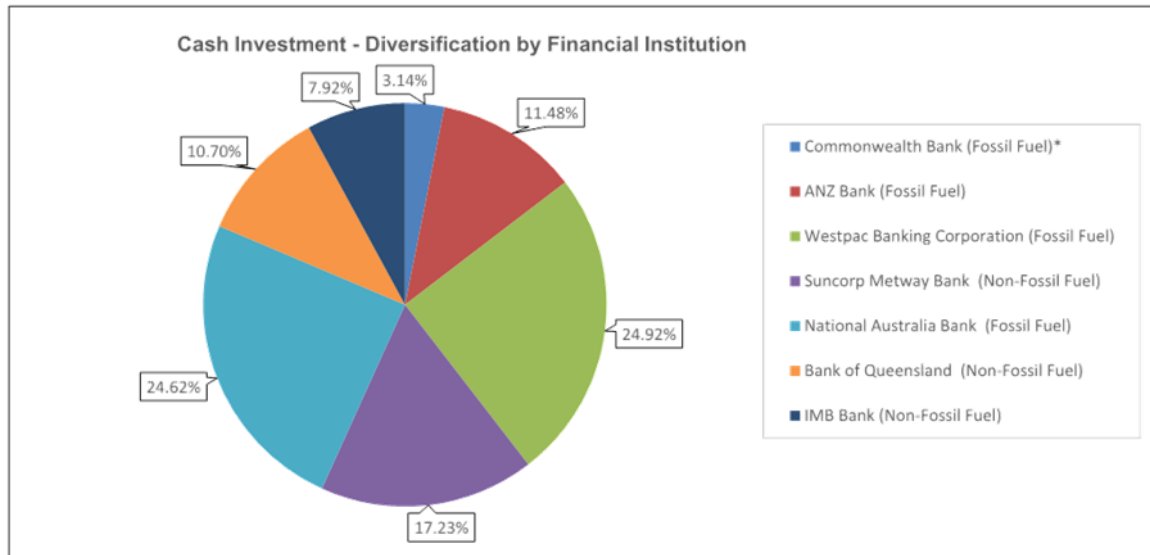
	31st August 2024	31st August 2023
Municipal Fund	289,138	245,660
Reserves	366,072	268,318
	<b>655,210</b>	<b>513,978</b>

The anticipated weighted average yield on funds currently invested is 5.18%

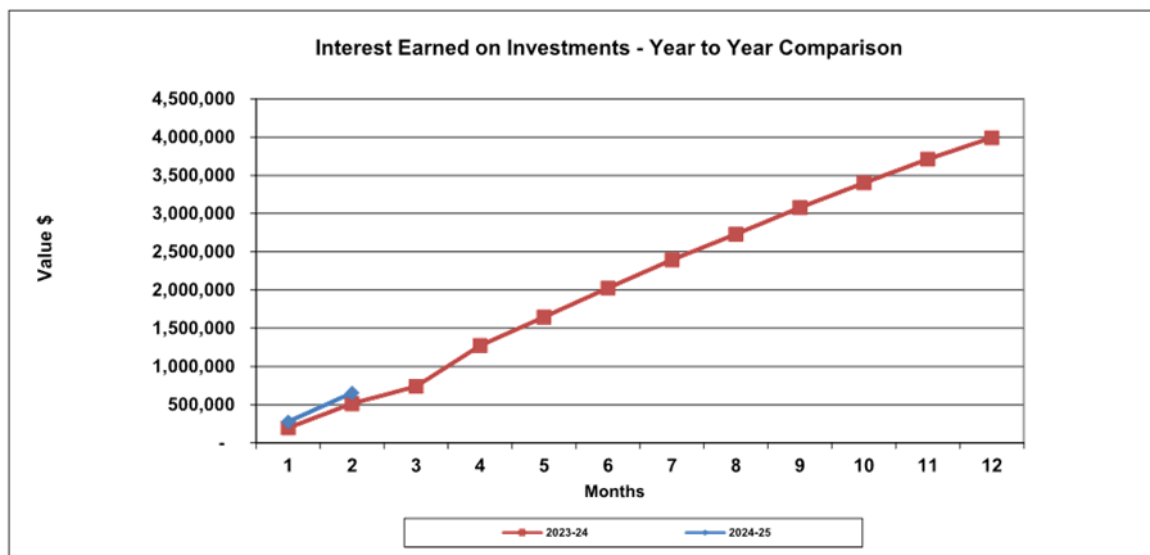


### SUMMARY OF CASH INVESTMENTS 31st August 2024

#### Investments - Disclosed by Institution



#### Interest Earned on Investments

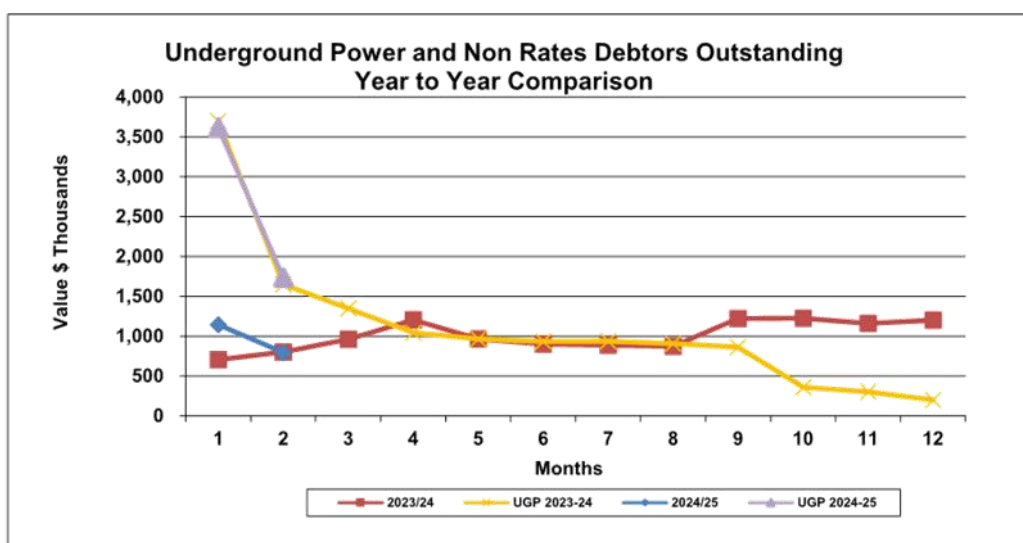
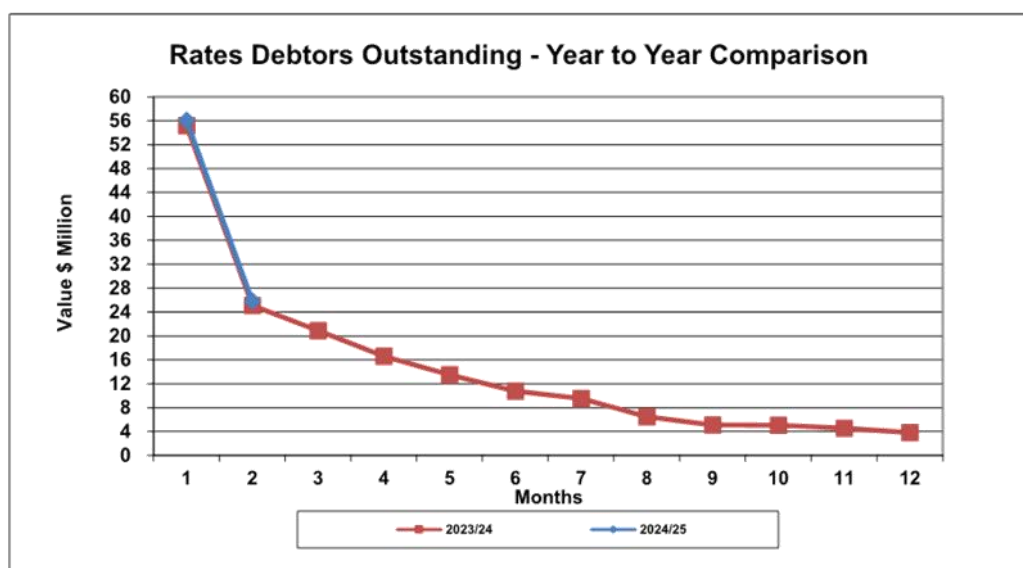


**Statement of Major Debtor Categories**  
**31st August 2024**

<b>Rates Debtors Outstanding</b>	<b>31st August 2024</b>	<b>31st August 2023</b>
Outstanding - Current Year & Arrears	24,015,415	23,529,324
Pensioner Deferrals	1,861,704	1,570,486
	<b>25,877,118</b>	<b>25,099,811</b>

**Rates Outstanding as a percentage of Rates Levied**

Percentage of Rates Uncollected at Month End	<b>48.11%</b>	<b>48.73%</b>
--	---------------	---------------



**City of South Perth  
Statement of Financial Activity**

	Original Budget \$	Revised Budget \$	Variance \$	Var Note	% Original Budget
<b>OPERATING ACTIVITIES</b>					
<b>Revenue from Operating Activities</b>					
Rates revenue	46,065,448	46,065,448	-		
Fees and charges	20,339,186	20,339,186	-		
Grants, subsidies and contributions	1,907,400	1,907,400	-		
Interest revenue	4,878,124	4,878,124	-		
Other revenue	473,429	473,429	-		
	<b>73,663,587</b>	<b>73,663,587</b>	-		
<b>Expenditure from operating activities</b>					
Employee expenses	28,834,033	28,834,033	-		
Materials and contracts	26,268,902	26,268,902	-		
Utility charges	1,817,700	1,817,700	-		
Insurance expenses	649,485	649,485	-		
Depreciation and amortisation	14,130,786	14,130,786	-		
Other expenses	1,032,736	1,032,736	-		
Interest expenses	366,731	366,731	-		
	<b>73,100,374</b>	<b>73,100,374</b>	-		
<b>Net Operating Surplus/ (Deficit)</b>	<b>563,213</b>	<b>563,213</b>	-		
<b>Operating activities excluded from budgeted deficiency</b>					
Depreciation excluded from operating activity	14,130,786	14,130,786	-		
<b>Amount attributable to Operating Activities</b>	<b>14,694,000</b>	<b>14,694,000</b>	-		
<b>INVESTING ACTIVITIES - INFLOWS / (OUTFLOWS)</b>					
Capital grants, subsidies and contributions	7,493,633	7,695,528	201,895	F	3%
Proceeds on Disposal of Assets	274,870	274,870	-		
Payments for purchase of property, plant & equipment	(9,307,070)	(10,441,330)	(1,134,260)	U	-12%
Payments for construction of infrastructure	(17,296,780)	(17,751,801)	(455,021)	U	-3%
<b>Amount attributable to Investing Activities</b>	<b>(18,835,347)</b>	<b>(20,222,733)</b>	<b>(1,387,386)</b>	<b>U</b>	<b>-7%</b>
<b>FINANCING ACTIVITIES - INFLOW / (OUTFLOWS)</b>					
Transfers from cash backed reserves (restricted assets)	8,511,691	8,511,691	-		
Proceeds from self supporting loans	53,513	53,513	-		
Underground Power	3,871,385	3,871,385	-		
Loan Principal Repayments	(3,374,601)	(3,374,601)	-		
Transfers to Reserves	(10,283,092)	(10,283,092)	-		
Movement in Grant Obligations	(5,500,000)	(5,500,000)	-		
Movement in Deferred Rates (Non-Current)	-	-	-		
Proceeds from New Borrowings	4,550,000	4,550,000	-		
<b>Amount attributable to Financing Activities</b>	<b>(2,171,104)</b>	<b>(2,171,104)</b>	-		
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>					
<b>Surplus or deficit at the start of the financial year</b>	6,312,451	6,312,451	-		
Amount attributable to operating activities	14,694,000	14,694,000	-		
Amount attributable to investing activities	(18,835,347)	(20,222,733)	(1,387,386)	U	-7%
Amount attributable to financing activities	(2,171,104)	(2,171,104)	-		
<b>Surplus or deficit at the end of the period</b>	<b>-</b>	<b>(1,387,386)</b>	<b>(1,387,386)</b>	<b>U</b>	<b>0%</b>



**CARRY FORWARD BUDGET ADJUSTMENTS 31 AUGUST 2024**

Account	Item Type	Movement	Current Budget	Amended Budget	Increase surplus	Decrease surplus	Justification for amendment
<b>Capital grants, subsidies and contributions</b>							
800510 - Godwin Avenue & Davilak Crescent	Capital	↑	-	32,229	32,229		Proportionate grant carry forward from FY23/24
800540 - MRRG Talbot Ave - Barker Ave to Saunders	Capital	↑	-	2,646	2,646		Proportionate grant carry forward from FY23/24
800608 - Como Bowling Club Synthetic Green Conversion Project	Capital	↑	-	167,020	167,020		In-kind carry forward from FY23/24
<b>Subtotal Increase Capital Revenue</b>					<b>201,895</b>		
<b>Capital Expenditure</b>							
800006 - Comer - Public Toilets Upgrade Works	Capital	↓	-	419,030	-	419,030	Expenditure carry forward from FY23/24
800034 - CPGC - Plant & Fleet	Capital	↓	263,000	294,350	-	31,350	Expenditure carry forward from FY23/24
800270 - SPF NODE 2 - Coode St - Design	Capital	↓	-	47,535	-	47,535	Expenditure carry forward from FY23/24
800405 - South Perth Library Internal Fitout	Capital	↓	-	70,242	-	70,242	Expenditure carry forward from FY23/24
800414 - Salter Point - Public Toilet Upgrade	Capital	↓	-	431,596	-	431,596	Expenditure carry forward from FY23/24
800510 - Godwin Avenue & Davilak Crescent	Capital	↓	-	62,625	-	62,625	Expenditure carry forward from FY23/24
800517 - Fleet Refurbishment - Heavy Plant	Capital	↓	-	55,042	-	55,042	Expenditure carry forward from FY23/24
800537 - Pether Road (Davilak to Goss)	Capital	↓	-	37,873	-	37,873	Expenditure carry forward from FY23/24
800540 - MRRG Talbot Ave - Barker Ave to Saunders	Capital	↓	-	5,457	-	5,457	Expenditure carry forward from FY23/24
800549 - Duckett Drive - Conochie Cr Resurfacing	Capital	↓	-	46,967	-	46,967	Expenditure carry forward from FY23/24
800550 - GBLC CCTV Replacement & other areas	Capital	↓	-	43,000	-	43,000	Expenditure carry forward from FY23/24
800551 - South Perth Library CCTV	Capital	↓	-	30,000	-	30,000	Expenditure carry forward from FY23/24
800554 - SPF Scented Gardens Arbor Replacement	Capital	↓	-	11,809	-	11,809	Expenditure carry forward from FY23/24
800579 - South Perth Tennis Club - Design Retrofit UAT	Capital	↓	-	15,000	-	15,000	Expenditure carry forward from FY23/24
800592 - Monash St - Murray St to Blamey Pl	Capital	↓	-	10,000	-	10,000	Expenditure carry forward from FY23/24
800600 - Manning Hall AV	Capital	↓	-	39,000	-	39,000	Expenditure carry forward from FY23/24
800603 - Civic Heart Streetscape Enhancement	Capital	↓	-	3,103	-	3,103	Expenditure carry forward from FY23/24
800608 - Como Bowling Club Synthetic Green Conversion Project	Capital	↓	-	229,652	-	229,652	Expenditure carry forward from FY23/24
<b>Subtotals</b>					-	<b>1,589,281</b>	
<b>Net Capital Expenditure Increase</b>						<b>1,589,281</b>	
<b>Overall Capital Budget (decrease in surplus off set by grant funding)</b>		↓			<b>- 1,387,386</b>		

## Strategic Direction

### *Community*

#### Policy P102 Community Funding Program

<b>Responsible Business Unit/s</b>	<b>Community, Culture and Recreation</b>
<b>Responsible Officer</b>	<b>Manager Community Culture and Recreation</b>
<b>Affected Business Unit/s</b>	<b>Community, Culture and Recreation</b>

#### Policy Objectives

This policy provides a framework for the City to equitably distribute funding to community groups, organisations involved in community partnership projects and individuals to encourage community and personal development, and foster community services and projects.

#### Policy Scope

This Policy applies to all officers working in the Directorate of Development and Community Services, external organisations working in the City of South Perth community and individuals living in the City of South Perth community.

#### Policy Statement

The City of South Perth supports community development by providing a range of funding opportunities to community groups, organisations involved in community partnership projects and individuals through the Community Funding Program. Each year during the annual budget process, consideration is given to setting aside funds to distribute to community groups, organisations and individuals in the coming year.

The goals of the funding assistance policy are to:

1. Support and partner with community organisations and groups toward achieving the objectives of the City's Strategic Community Plan 2021-2031;
2. Enable community groups, partnering organisations and individuals to maximise their development opportunities;
3. Provide an equitable and accessible means by which community groups, partnering organisations and individuals can access funding;
4. Provide a process for distributing funds to meet defined outcomes; and
5. Involve stakeholders in a shared approach to the development of projects and services in the City.

The City will manage the Community Funding Program through M102: Community Funding Program Management Practice.



Types of funding available are as follows:

Level 1: Community partnerships – The City may enter into partnerships with organisations that intend to deliver programs and services that will contribute and assist in meeting the objectives of the City’s Strategic Plan and associated plans.

Level 2: Community grants – These grants provide assistance for minor community projects that provide benefits for people in the local community, such as enhanced community wellbeing, social connectedness, physical activity, economic development and community development. The City will assess these opportunities as they arise.

Level 3: Individual Development Grants – These grants are open to residents of the City of South Perth who have been selected to represent the state or nation in interstate or international championships, competitions or significant cultural, academic or community service programs. The grant is for travel and/or accommodation costs only, ~~and is set at a maximum of \$200 for interstate travel and \$300 for international travel.~~

Legislation/ Local Law Requirements

Not Applicable

Other Relevant Policies/ Key Documents

Policy P110 Support of Community and Sporting Groups  
City of South Perth Strategic Community Plan 2021-2031  
Management Practice M102 Community Funding Program

Page 2 of 2			
Policy Number:	P102	Relevant Council Delegation:	N/A
Council Adoption:	28/05/13	Relevant Delegation:	N/A
Reviewed/Modified:	03/05, 02/11, 03/12, 03/13, 03/14, 01/15, 06/16, 08/16, 08/17, 03/20, 02/21, 09/22, 04/24	Relevant Management Practice:	M102 Community Funding Program

## Strategic Direction Community

### Policy P104 Community Awards

Responsible Business Unit/s	Community, Culture and Recreation
Responsible Officer	Manager Community, Culture and Recreation <del>Manager Community Learning and Libraries</del> Manager Library Services
Affected Business Unit/s	Community, Culture and Recreation <del>Community Learning and Libraries</del> Library Services

#### Policy Objectives

This policy provides for relevant community awards which recognise the outstanding achievements of members of the local community and contribute towards fostering a strong sense of community.

#### Policy Scope

This Policy applies to the wider community to recognise individuals and community groups who make contributions to the community.

#### Policy Statement

The City recognises the important contributions ~~made by individuals and community groups towards local community development, that an individual's achievements can make towards community development. The City has a number of annual community awards that acknowledge such achievements. They are the:~~ During the development of the City's annual budget, consideration will be given to the facilitation of community awards for the following year. These may include (but are not limited to):

- Community Citizen of the Year Awards ~~(including volunteer recognition)~~
- ~~Volunteer of the Year Awards~~
- ~~Dr Ted Maslen Memorial University Exhibition Award~~
- Primary School Book Awards
- ~~High School Scholarship Awards~~
- Speak with Confidence Awards
- South Perth Young Writer Awards

The City may decide that any of these awards will not be presented in a year. Conditions for all the Awards are stated in the Management Practice.

#### COMMUNITY CITIZEN OF THE YEAR AWARDS

##### Award Focus



The City partners with Auspire (Australia Day Council of Western Australia) to present the Community Citizen of the Year Awards across four categories. These awards aim to recognise, reward and celebrate the achievements of residents:

**Selection**

A panel of officers from the City will choose the recommended award recipients from nominations received from the community. A report will be submitted to Council recommending that these people receive the awards.

**Prize**

Award recipients will receive a certificate and plaque.

**CATEGORIES**

**Citizen of the Year**

This award is open to individuals (residents and/or ratepayers) of the City of South Perth who are aged 25 years or older (on 26 January on the year the event is being held), to recognise their notable contribution to the local community in the year immediately prior to receiving the award, as well as their past achievements and ongoing contribution to the local community.

**Citizen of the Year – Youth (under 25 years)**

This award is open to individuals (residents and/or ratepayers) of the City of South Perth who are aged under 25 years (on 26 January on the year the event is being held), to recognise their notable contribution to the local community in the year immediately prior to receiving the award, as well as their past achievements and ongoing contribution to the local community.

**Citizen of the Year – Senior (65 years or over)**

This award is open to individuals (residents and/or ratepayers) of the City of South Perth who are aged 65 years or older (on 26 January on the year the event is being held), to recognise their notable contribution to the local community in the year immediately prior to receiving the award, as well as their past achievements and ongoing contribution to the local community.

**Active Citizenship Award (for a community group or event)**

This award is open to community groups/clubs based in the City of South Perth or events held in the City of South Perth to recognise active citizenship in the year immediately prior to receiving the award, as well as their past achievements and ongoing contribution to the local community.

**VOLUNTEER OF THE YEAR AWARDS**

**Award Focus**

The Volunteer of the Year Awards aim to recognise, reward and celebrate the achievements of residents and others making a contribution to the local community.

**Selection**

A panel of officers from the City will choose the recommended award recipients from nominations received from the community. A report will be submitted to Council recommending that these people receive the awards.

**Prize**

Award recipients will receive a certificate and/or trophy.

**CATEGORIES**

Page 2 of 5

Policy Number:	P104	Relevant Council Delegation:	N/A
Council Adoption:	N/A	Relevant Delegation:	N/A
Reviewed/Modified:	03/05, 02/11, 03/12, 03/13, 03/14, 01/15, 06/16, 08/16, 08/17, 10/18, 03/20, 03/21, 09/22, 07/23, 12/23	Relevant Management Practice:	M104



**Adult Volunteer of the Year Award**

This award is open to individuals who reside or volunteer within the City of South Perth and are aged 25 years and over.

**Young Volunteer of the Year Award**

This award is open to individuals who reside or volunteer within the City of South Perth and are aged between 18 and 25 years.

**Junior Volunteer of the Year Award**

This award is open to individuals who reside or volunteer within the City of South Perth and are aged less than 18 years.

**DR TED MASLEN MEMORIAL UNIVERSITY EXHIBITION AWARD**

**Award Focus**

The Dr Ted Maslen University Exhibition Award aims to recognise outstanding achievement in secondary study.

**Eligibility**

This award is open to all residents of the City of South Perth who have completed secondary studies in that year.

**Selection**

The award is presented to the student gaining the highest overall score assessed by the School Curriculum and Standards Authority in that year.

**Prizes**

The award recipient will receive a cash contribution for the first three years of their tertiary studies.

**PRIMARY SCHOOL BOOK AWARDS**

**Award Focus**

The City sponsors two book awards for local primary schools' graduation and awards ceremonies.

**Eligibility**

The primary school must be located within the City's boundaries.

**Selection**

The award recipients will be chosen by the school.

**Prizes**

The City provides a cash amount for the purchase of up to two books per primary school. The school is invited to purchase books considered the most appropriate for the award and for the students.

**HIGH SCHOOL SCHOLARSHIP AWARDS**

**Award Focus**

A scholarship is offered to each High School in the City of South Perth to provide to a nominated worthy Year 10 student who is progressing onto Year 11 the following year at the respective school.

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Policy Number:	P104	Relevant Council Delegation:	N/A
Council Adoption:	N/A	Relevant Delegation:	N/A
Reviewed/Modified:	03/05, 02/11, 03/12, 03/13, 03/14, 01/15, 06/16, 08/16, 08/17, 10/18, 03/20, 03/21, 09/22, 07/23, 12/23	Relevant Management Practice:	M104

**Eligibility**

The nominated student must be a resident in the City of South Perth.

**Selection**

The student will be nominated by the School Principal for demonstrating sound personal character; and consistent achievement (such as academic, sporting, cultural achievement, etc).

**Prizes**

A cash contribution will be paid to the School to keep in trust for the nominated student to purchase school books, pay school fees; or associated student costs.

**SPEAK WITH CONFIDENCE AWARDS**

**Award Focus**

The annual Speak with Confidence Awards are aimed at building the confidence, clarity of thought and expression of young people within the City of South Perth

**Eligibility**

The primary school must be within the City's boundaries.

**Selection**

Each school within the City may nominate two students from either year 5 or 6 to participate in the competition.

**Prizes**

Award recipients will receive a certificate and/or trophy.

**SOUTH PERTH YOUNG WRITER AWARDS**

**Award Focus**

The South Perth Young Writers Award encourages excellence in creative writing.

**Eligibility**

This award is open to all students from Year one through to Year 12 who live in or attend school within the City of South Perth.

**Selection**

The entries are judged by a panel of librarians, writers and children's literature enthusiasts.

Entries will be judged in the following categories:

- Lower Primary Years 1-2
- Middle Primary Years 3-4
- Upper Primary Years 5-6
- Lower Secondary Years 7-9
- Upper Secondary Years 10-12

**Prizes**

The Christobel Mattingley Bronze Medallion is awarded to the entry judged to be the most outstanding.

**Legislation / Local Law Requirements**

Not Applicable

Page 4 of 5

Policy Number:	P104	Relevant Council Delegation:	N/A
Council Adoption:	N/A	Relevant Delegation:	N/A
Reviewed/Modified:	03/05, 02/11, 03/12, 03/13, 03/14, 01/15, 06/16, 08/16, 08/17, 10/18, 03/20, 03/21, 09/22, 07/23, 12/23	Relevant Management Practice:	M104



Other Relevant Policies / Key Documents

Not Applicable

Page 5 of 5

Policy Number:	P104	Relevant Council Delegation:	N/A
Council Adoption:	N/A	Relevant Delegation:	N/A
Reviewed/Modified:	03/05, 02/11, 03/12, 03/13, 03/14, 01/15, 06/16, 08/16, 08/17, 10/18, 03/20, 03/21, 09/22. 07/23, 12/23	Relevant Management Practice:	M104

## Strategic Direction *Community*

### Policy P106 Use of City Reserves and Facilities

Responsible Business Unit/s	Community, Culture and Recreation
Responsible Officer	Manager Community, Culture and Recreation
Affected Business Unit/s	Community, Culture and Recreation

#### Policy Objectives

The City owns and/or maintains a number of ovals, parks, reserves and facilities which are available for use and this policy provides guidance on the use and/or hire of these reserves/and facilities.

This Policy aims to balance appropriate management and responsible use of the City's reserves and facilities for the benefit of the community.

#### Policy Scope

This Policy applies to those that wish to make organised use of reserves and facilities under City ownership or management for sporting and/or recreation purposes and events, such as individuals, personal trainers, sporting groups, social groups, informal and formal not-for-profit community groups and commercial organisations.

#### Policy Statement

Approval is required for the use of City of South Perth managed reserves and facilities. The City may hire, license or lease owned and managed reserves and facilities whereby:

- The City is satisfied that the use is consistent with the nature of the reserve or facility and the surrounding area;
- The City is satisfied that the applicant is capable of ensuring the safe and appropriate use of the reserve or facility.

The applicant may be required to undertake one or more of the following:

- Pay a use hire or lease or license fee;
- Lodge a bond;
- Apply for a liquor licence;
- Show proof of qualifications;
- Show proof of relevant current insurance;
- Apply for a permits and/or trading licences; and
- Show proof of event and risk management practices, such as risk management plan, noise management, traffic management and compliance to environmental health requirements.

Long term users of reserves and built facilities may enter into a lease or license agreement with the City; however the City determines whether a lease or license is appropriate. The cost of the hire is determined in accordance with the City's Schedule of Fees and Charges. The Schedule is reviewed annually.

### Waterways and Crown Land

The use and hire of waterways; and reserves or facilities on crown land is subject to two separate approvals. The first approval required is from the State Government (Minister for Lands) as the land owner. The second approval required is from the City of South Perth as manager of the land. Each application is to be made separately to the relevant authority. Additionally other government departments may have authority and require applications such as the Department of Biodiversity, Conservations and Attractions for land adjacent to the Swan River.

### Events on Reserves and in Facilities

Approval is required for the use of City of South Perth managed reserves and facilities for events. The event will be assessed in relation to the impact it may have on the venue and surrounding area. Considerations may include the number of people attending the event, other activities taking place in the area, the availability of parking facilities and the possible impact of the event on the facility itself, facility users and local residents.

The overall intent is to maximise the positive impact to the community resulting from use of the City's reserves and facilities (i.e. activation of public spaces; improve social connectedness; and promote participation in physical activity and events); and minimise negative impacts (i.e. damage to reserves or facilities; anti-social behaviour; and conflicts between reserve/facility users and the surrounding community through excessive noise, parking issues etc.).

### Large Scale Events on South Perth Foreshore

A 'Large Scale Event' means any event/activity that has the capacity to accommodate more than ~~2,000,500~~ people at any given time. As large scale events have greater potential impacts on the community, the following information shall be used to guide the approval process about large scale events planned to be held on the South Perth Foreshore.

### Evaluation Criteria for Assessing the Suitability of Large Scale Events Requests on the South Perth Foreshore

The table below outlined the evaluation criteria that shall be used by the City to determine the type and number of large scale events suitable for the South Perth Foreshore.

Type of Large Scale Event/Activity	Large Scale Event Approval Process
1. Community Facilitated Large Scale Event/Activity	Event shall be determined by the City under its delegated authority.
2. City of South Perth Facilitated Large Scale Event/Activity	Event shall be determined by the City under its delegated authority.  <i>Note: Council will also be involved in the approval process for the City's events as part of the annual budget submission process.</i>

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Policy Number: P106

Council Adoption: 03/05

Reviewed/Modified: 03/08, 02/11, 03/12, 03/13, 03/14, 01/15, 06/16, 08/16, 08/17, 03/18, 10/18, 06/19, 03/21,09/22

Relevant Council Delegation: N/A

Relevant Delegation: N/A

Relevant Management Practice: M106 Use of City Reserves and Facilities

3. Commercial Organisation Facilitated Large Scale Event/Activity	Event shall be referred to Council for its determination.
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### Regular Use of Reserves by Sporting Groups

The City maintains a number of ovals that are designed to accommodate particular sports. The City may enter into agreements with sporting groups for the regular use of these ovals during the appropriate season for each sport. The City will determine the cost of the hire from the fees set out in the City's Schedule of Fees and Charges.

### Sports Oval Floodlights

The City maintains a number of ovals, parks, reserves and facilities which are made available to be used or hired by personal trainers, sporting clubs, social groups, informal groups or individuals. [The provision and management of sports lighting shall be determined by Management Practice M106 'Use of City Reserves and Facilities'.](#)

Unless otherwise approved by the City:

- Sports oval floodlighting will only be considered at designated sports ovals within the City.
- The Australian Standard recommendations for sports lighting will provide the standard requirements for sports lighting in the City.
- Floodlighting will provide for either training purposes or competition match play; or a combination of both, as determined by the level of play required at each sporting oval.
- The need and priority of sports floodlighting installation, provision, upgrade and replacement will be determined by the City.
- Priority of lighting will be higher for activities that are shared by multiple user groups.
- Consultation with local residents will be determined by the proposed level of change to the current floodlighting provision or where new provision is proposed and there is a potential impact to nearby residential amenity. If a need for community consultation is required and where not addressed through a Development Application process then a consultation process will be undertaken.
- Costs and usage of City managed floodlights will be in accordance with the City's Annual Fees and Charges Schedule based on 100% cost recovery.

### Fireworks

[A fireworks event is an event or show that involves the use of firework outdoors to entertain one or more people, whether at a public or private event/show. The City's function in assessing a Fireworks Event Notice is limited to community impacts associated with noise from fireworks display, proximity to residences and environmental impacts. The City's assessment of fireworks applications shall be determined by the criteria prescribed in Management Practice M106 'Use of City Reserves and Facilities'. The Department of Mines, Industry Regulation and Safety \(DMIRS\) is responsible for the final approval of fireworks displays.](#)

### Busking

[Busking is the act of performing/entertaining in a public place usually associated with collecting voluntary donations from members of the public. Busking can assist in creating a sense of vibrancy in public places through activation and attracting people to those spaces. The City's assessment of busking applications shall be determined by the criteria prescribed in Management Practice M106 'Use of City Reserves and Facilities'.](#)

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Policy Number:	P106	Relevant Council Delegation:	N/A
Council Adoption:	03/05	Relevant Delegation:	N/A
Reviewed/Modified:	03/08, 02/11, 03/12, 03/13, 03/14, 01/15, 06/16, 08/16, 08/17, 03/18, 10/18, 06/19, 03/21, 09/22	Relevant Management Practice:	M106 Use of City Reserves and Facilities

Legislation/Local Law Requirements

- City of South Perth Public Places and Local Government Property Local Law 2011
- Environmental Protection (Noise) Regulations 1997
- Swan and Canning Rivers Management Regulations 2007
- Liquor Control Act 1988

Other Relevant Policies/ Key Documents

- P609: Management of City Property
- Management Practice M106 Use of City Reserves and Facilities
- City of South Perth Schedule of Fees and Charges
- City of South Perth Permit Conditions
- City of South Perth Community Strategic Plan 2021-2031
- Personal Trainer Application Guidelines 2018
- Special Event Application Guidelines 2018
- City of South Perth Conditions of hire
- Department of Health Guidelines for Concerts, Events and Organised Gatherings

Page 4 of 4			
Policy Number:	P106	Relevant Council Delegation:	N/A
Council Adoption:	03/05	Relevant Delegation:	N/A
Reviewed/Modified:	03/08, 02/11, 03/12, 03/13, 03/14, 01/15, 06/16, 08/16, 08/17, 03/18, 10/18, 06/19, 03/21,09/22	Relevant Management Practice:	M106 Use of City Reserves and Facilities



## Strategic Direction

### Community

## Policy P110 Financial Support of Community Organisations and Sporting Clubs

Responsible Business Unit/s	Community, Culture and Recreation
Responsible Officer	Manager Community, Culture and Recreation
Affected Business Unit/s	Community, Culture and Recreation

### Policy Objectives

The City acknowledges the valuable role that local community organisations and sporting clubs play in ensuring that the local community has access to a wide range of leisure opportunities. This policy establishes the principles for the allocation of Council borrowings to support community organisations and sporting clubs for the purposes of capital improvements.

### Policy Scope

This policy applies to all ~~not-for-profit~~ ~~non-profit~~ community organisations and sporting clubs occupying City owned or vested property that request financial support from the City for community recreation facility upgrades. Capital improvements to City owned or vested properties which are initiated by the City are excluded from this policy.

### Policy Statement

The City will consider requests for capital funding for facility development from local community organisations and sporting clubs.

The City will prioritise requests for capital funding through its annual budget setting process. The City may consider capital funding requests for eligible groups outside of this process subject to exceptional circumstances (e.g. to take advantage of an external funding opportunity; or respond to an emergency situation etc).

### Community Sport and Recreation Facilities Fund (CSRFF) and Club Night Lights Funding Programs

Groups may apply to the City with requests for capital funding through the Community Sport and Recreation Facilities Fund and Club Night Lights funding programs administered by the State Government. The City's preferred stance is that it will contribute a maximum of one third of the project cost. However, in exceptional circumstances, where the club / community organisation can clearly demonstrate additional benefit (above and beyond the normal expectation) to the broader community, Council may be prepared to consider and formally resolve a greater contribution.

### City of South Perth Community Funding Program

Groups may apply to the City's Community Funding Program for minor capital upgrades. Applications will be considered in accordance with the eligibility and assessment criteria of the Community Funding Program as amended.



### Self-Supporting Loan

~~Non-profit~~Not-for-profit community organisations and sporting clubs may apply to the City with requests to support capital funding of City owned or vested properties, through a self supporting loan. The City will consider providing self supporting loans to ~~to~~ eligible applicants ~~as follows~~if the following criteria are met:

- To mitigate serious risk and/or meet urgent capital requirements that will deliver demonstrated substantial benefits to the community ~~in alignment with~~ the City's Strategic Plan and priorities identified in the Corporate Business Plan
- The City's Long term Financial Plan is not ~~compromised~~compromised
- Regulated borrowing limits as determined by WA Treasury Corporation
- Where all other funding alternatives have been sourced and/or exhausted; or is part of a grant program (e.g. CSRFF)
- All costs incurred by the City will be recouped from the community organisation/sporting club applying for the self supporting loan, including (but not limited to): advertising costs; loan application fee; preparation costs; stamp duties, taxes and/or other duties; Western Australian Treasury ~~Corporation~~Corporation (WARTC) fees etc
- An eligible community organisation/sporting club is only permitted to receive one active loan at any one time

### Assessment

The City may consider Self Supporting Loan requests only in circumstances where the group provides financial plans to the satisfaction of the City which demonstrate the ability of the group to repay the loan; without impose on ratepayers and where the borrowing does not have an adverse impact on the City's statutory Debt Service Ratios. To assess this requirement, the following criteria must be met:

- The applicant community organisation/sporting club must provide evidence of incorporation
- The applicant community organisation/sporting club must demonstrate to the City's satisfaction the capacity to meet the loan repayments by the provision of forward financial plans covering the life of the loan. The financial plans are to be certified by an independent Certified Practising, Chartered ~~Chartered~~ or similarly qualified and experienced Accountant.
- The applicant community organisation/sporting club provides a business plan in support of the acquisition or development proposal that demonstrates the project is a priority~~priority~~ for the club
- The applicant community organisation/sporting club can demonstrate a satisfactory~~satisfactory~~ payment history over a period of three consecutive financial years with at least three principal contractors/suppliers/entities (including the City of South Perth)
- The applicant community organisation/sporting club has no outstanding debt or default with the City of South Perth

~~The City may consider these requests only in circumstances where the group provides financial plans to the satisfaction of the City which demonstrate the ability of the group to repay the loan; without impose on ratepayers and where the borrowing does not have an adverse impact on the City's statutory Debt Service Ratios.~~

### Other Requests for Capital funding

Groups may apply to the City with requests for capital funding that are not to be funded through a self-supporting loan or the Community Sport and Recreation Facilities Fund. In general, the maximum contribution that the City will



make to these projects is one third of the ~~final project cost or the~~ approved maximum project cost. There may be occasions whereby the City will consider a higher project contribution subject to sufficient funds being allocated in the annual budget.

Legislation/ Local Law Requirements

Not Applicable

Other Relevant Policies/ Key Documents

- City of South Perth Strategic Community Plan 2021-2031
- [Management Practice M102 'Community Funding Program'](#)
- [Policy P102 'Community Funding Program'](#)
- [Management Practice M102A 'Community Sport and Recreation Facilities Fund and Club Night Lights'](#)
- [Policy P102A 'Community Sport and Recreation Facilities Fund and Club Night Lights'](#)
- [Management Practice M609 'Leases and Licences'](#)
- [Policy P609 'Management and Sale of City Property'](#)

## Strategic Direction

### Community

## Policy P118 Library Collection Development

Responsible Business Unit/s	Community Learning and LibrariesLibrary Services
Responsible Officer	Collection Development Librarian; and Coordinator Library Resources and HeritageManager Library Services
Affected Business Unit/s	Community Learning and LibrariesLibrary Services

### Policy Objectives

To provide the City of South Perth (City) and the community with a framework for the selection, acquisition, evaluation and de-accession of materials for the library collection.

### Definitions

Deaccessioned	The process upon which a library item or resource is removed from the collection, catalogue or database.
Digital Resources	Resources provided and stored in an electronic format including the internet, electronic databases, digital audio, images and film, eBooks, eAudio, eNewspapers and eMagazines.
Library Materials	Any item held in the library collection that includes but is not limited to books, CD's, DVD's, audio books, magazines, maps, plans, photographs and electronic resources.

### Policy Scope

This policy extends to all library materials held within the City's libraries, and the digital resources that are available via the City's website.

### Policy Statement

The City's library service aims to provide free access to a comprehensive and dynamic collection of print, non-print and digital resources which meets the current and future informational, recreational, educational and cultural needs of the community.

Purchase of library materials will maintain the collection at very a high standard and will supplement resources supplied by the State Library of Western Australia.

The City's Collection Development Librarian will oversee the selection of resources and materials within the libraries with guidance from Coordinator Library Resources and Heritage.



~~The City's Manager Library Services is responsible for the management and procurement of library collection materials.~~ Selection of materials will be based on the following criteria:

- Literary merit
- Relevance and community demand
- Potential level of use
- Authority of source
- Currency and accuracy of content
- Authority and reputation of author, publisher, producer or illustrator
- Suitability of subject and style
- Quality of presentation
- Suitability and durability of format for loan and storage
- Cost
- Language (materials in languages other than English may be acquired to meet community needs)

Additional selection criteria may be considered when selecting digital resources:

- Vendor support
- Technical considerations (in particular, authentication)
- Speed of downloading
- Ease of use and availability of usage statistics
- Content availability and coverage (Australian sources)
- Platform
- Contract provisions (limitations of subscriptions).

Items may be excluded for the following reasons:

- Subject matter provided in alternate resources
- Material is out of print and not readily available
- Content out of date
- Out-dated or unsuitable format
- Textbooks for formal course of study that are not of general interest or value to local community

The library collection and content shall be reviewed and updated with surplus stock deaccessioned based on the following criteria:

- Out of date or inaccurate content
- Low community relevance and interest in content
- New edition available
- Digital availability
- Poor physical condition

Surplus material may be sold at library book sales at a cost prescribed in the City's Fees and Charges Schedule or by other methods deemed effective and appropriate, including (but not limited to) donations to community or commercial agencies or sustainable paper recycling.

Donations will be accepted on the understanding that the material donated becomes the property of the City. [The City of South Perth Libraries Library Services](#) reserve the right to include or not to include donated materials in its collections or to dispose of such materials and will not be bound in any way whatsoever to account to donors for the manner of the disposal of donated materials.

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Policy Number: P118  
Council Adoption: 25 May 2021  
Reviewed/Modified: 09/22, 04/24

Relevant Council Delegation: N/A  
Relevant Delegation: N/A  
Relevant Management Practice: M118, M119

City of South Perth Libraries endorse the Statement on Free Access to Information (2007), the Statement on Libraries and Literacies (2006) and the Statement on Public library Services (2018) issued by the Australian Library and Information Association.

City of South Perth Libraries will not exercise censorship in the selection of materials by rejecting on moral, gender, individual lifestyle, political, racial or religious grounds alone. Material will not be rejected on the grounds that its content is controversial or likely to offend some section of the community. Such material may otherwise be relevant to the purpose of the Library and meet the standards, such as historical importance, intellectual integrity, effectiveness of expression or accuracy of information, which are required by the [Library ServiceCity of South Perth Libraries](#). Library resources are available to all library users without restriction, except where legally required, or as set out in the Library's loan conditions. The library encourages parents/caregivers to set their own family rules in consultation with their child. It is the responsibility of parents/caregivers to monitor young people's selection and use of library resources.

Legislation/ Local Law Requirements

- Library Board (Registered Public Libraries) Regulations 1985.
- State and Local Government Agreement for the Provision of Public Library Services in Western Australia, 2020.
- Local level agreement for the delivery of public library services, 2011
- Funding Arrangement for the delivery of public library services, 2011
- Western Australian Classification Publications, Film and Computer Games Enforcement Act 1996.
- Censorship Act 1996.

Other Relevant Policies/ Key Documents

- Management Practice M118 Library Collection Development
- [Policy P119 City of SouthPerth Local History Collection](#)
- Management Practice M119 South Perth Local History Collection
- Statement on Free Access to Information (Australian Library and Information Association 2015)
- Statement on Libraries and Literacies (Australian Library and Information Association, 2006).
- Statement on Public Library Services (Australian Library and Information Association, 2018).
- City of South Perth Libraries Collection Development Guidelines

Policy Number:	P118	Relevant Council Delegation:	N/A
Council Adoption:	25 May 2021	Relevant Delegation:	N/A
Reviewed/Modified:	09/22, 04/24	Relevant Management Practice:	M118, M119

## Strategic Direction *Leadership*

### Policy P603 Investment of Surplus Funds

Responsible Business Unit/s	Financial Services
Responsible Officer	Director Corporate Services and Manager Finance
Affected Business Unit/s	Financial Services

#### Policy Objectives

Local governments are required to ensure that they have effective and accountable systems in place to safeguard the City's financial resources. This includes the development of proper systems to authorise, verify and record the investment of monies in appropriate financial instruments.

#### Policy Scope

This Policy applies to the Financial Services Business Unit.

#### Policy Statement

Municipal, Trust and Reserve funds considered surplus to the immediate needs of the City (as determined by the Director Corporate Services and Manager Finance) may be invested with approved financial institutions in line with the following principles:

##### Primary Considerations

- Preservation of Capital
- Meeting Liquidity Requirements
- Meeting the 'Prudent Person' Standard
- Preventing Conflicts of Interest
- Transacting only in 'Approved' Financial Instruments
- Meeting the City's Risk Management Criteria relating to Credit Risk & Counterparty Diversity

##### Capital Preservation

- Preservation of capital is the principal objective of the investment portfolio.
- All investments are to be made in a manner that seeks to ensure security and safeguard the portfolio by effectively managing credit risk and interest rate risk within identified parameters.
- Investment for speculative purposes is not permitted under this policy.



### Liquidity

- Proper consideration is to be given to the present and likely future daily operational cash requirements of the City when selecting investments.
- The liquidity and marketability of the proposed investment during, and on determination, of the proposed financial instrument is to be taken into consideration.
- The term to maturity of an investment shall be in accordance with that specified in the Risk Maturity Framework - but should allow maximum seven (7) day access to Council funds.

### Prudent Person Standard

- Investments are to be managed with the care, diligence and skill that a prudent person would exercise.
- Officers are to manage the investment portfolio to safeguard it in accordance with spirit of this policy.

### Delegated Authority

- In accordance with Delegation DC603 & DM603 - Investment of Surplus Funds.

### Ethics & Conflict of Interest

- Officers authorised under the relevant delegations shall refrain from personal activities that may conflict with the proper execution of transactions and management of Council's investment portfolio.
- Authorised officers should advise the CEO of any conflict of interest.

### Approved Instruments

- Interest Bearing term deposits with Authorised Deposit Taking Institutions (ADIs, Australian banks, building societies and credit unions) for a maximum term of three years.
  - Authorised institution means
    - An authorised deposit-taking institution as defined in the Banking Act 1959 (Commonwealth) section 5; or
    - The Western Australian Treasury Corporation established by the *Western Australian Treasury Corporation Act 1986*.
- Bonds guaranteed by the Commonwealth and State or Territory Government with a maturity of less than three years.

### Prohibited Investments

This policy prohibits any investment not specified as an Approved Instrument in this Policy:

- The use of leveraging (borrowing for investment purposes) is prohibited.

### Risk Management

#### *Credit Quality*

- Credit quality on 70% of the portfolio is to be a minimum of Standard & Poor rating A-1 short term or A+ long term or better.
- Credit quality on a maximum of 30% of the portfolio may be a Standard & Poor rating A-2 short term or BBB+ long term or better.

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Policy Number: P603

Council Adoption: 22/10/02

Reviewed/Modified: 10/05, 03/07, 09/08, 03/10, 02/11, 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 06/18, 03/21, 09/22

Relevant Council Delegation: D603 Investment of Surplus Funds

Relevant Delegation: N/A

Relevant Management Practice: M603 Investment Procedures



#### *Counterparty Risk*

- Counterparty credit risk is to be managed through adequate level of diversification to spread risk.
- Not more than 25% of the total funds invested at any given time are to be placed with any one institution with a Standard & Poor rating A-2 short term or BBB+ long term.
- For institutions with a minimum Standard & Poor rating A-1 short term or A+ long term or better a maximum of 30% of the total funds invested placed with any one institution will apply.

#### *Maturity Term*

- Investment terms to maturity may range from 'at call' to a maximum of one (1) year for Municipal or Trust Fund Investments.
- At least 60% of Reserve Fund investments shall have terms to maturity of less than one (1) year.
- Investments which are downgraded below the ratings approved in this policy are to be liquidated within 7 days of notification of the rating downgrade.

#### **Supplementary Considerations**

- Corporate Social Responsibility
- Transaction Costs

#### **Corporate Social Responsibility**

- In making investment decisions, consideration may be given to the corporate social responsibility profile of the financial institutions with whom the City invests.
- It is emphasised that this is a subjective criteria and may only be taken into account when making investment decisions after all of the Primary Considerations listed in this policy have been met.
- Where this criteria is exercised, the justification for applying it should be recorded for future audit purposes.

#### **Transaction Costs & Administrative Matters**

- The administrative, banking and reporting costs that may be associated with the particular financial instrument are to be considered in selecting an appropriate financial instrument.
- Competitive quotations are to be obtained prior to investing Council funds with any institution.

#### **Reporting**

- A fully reconciled Investment Register is to be maintained by the City at all times.
- The Investment Register is to record all investments held and those that have matured during that year - including details of financial institution, investment type, interest rate applicable, term to maturity and interest revenues earned and accrued.
- A report summarising the composition of the investment portfolio including investment classes, amounts invested with each financial institution and details of the investment performance shall be provided to Council monthly.

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Policy Number: P603

Council Adoption: 22/10/02

Reviewed/Modified: 10/05, 03/07, 09/08, 03/10, 02/11, 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 06/18, 03/21, 09/22

Relevant Council Delegation: D603 Investment of Surplus Funds

Relevant Delegation: N/A

Relevant Management Practice: M603 Investment Procedures

Legislation / Local Law Requirements

Local Government Act 1995 - Section 6.14 and Section 5.41  
The Trustees Act 1962 - Part III  
Local Government (Financial Management) Regulations 1996 - Regulation 19, 19C, 28 and 49  
Australian Accounting Standards

Other Relevant Policies / Key Documents

City of South Perth Strategic Community Plan 2021 - 2031

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Policy Number:	P603	Relevant Council Delegation:	D603 Investment of Surplus Funds
Council Adoption:	22/10/02	Relevant Delegation:	N/A
Reviewed/Modified:	10/05, 03/07, 09/08, 03/10, 02/11, 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 06/18, 03/21, 09/22	Relevant Management Practice:	M603 Investment Procedures

## Strategic Direction

### Leadership

### Policy P605 Purchasing

Responsible Business Unit/s	Financial Services
Responsible Officer	Director Corporate Services
Affected Business Unit/s	All business units

#### Policy Objectives

Local government buyers operate in an increasingly dynamic commercial environment. It is essential to have a structured and consistently applied approach to the purchase of goods and services that are both transparent and accountable. The process should deliver both legislative compliance and value for money outcomes by applying a best practice approach.

#### Policy Scope

This Policy affects all the business units within the City of South Perth.

#### Policy Statement

##### Statement of Purpose

The City is committed to creating and deploying efficient, effective, economic and sustainable procedures for all purchasing activities. The City's purchasing policies are designed to deliver:

- Compliance with the *Local Government Act 1995*, Local Government (Functions and General) Regulations 1996, as well as any relevant legislation, Codes of Practice, Standards and the City's Policies and procedures;
- Consistent, efficient and accountable processes and decision-making;
- Fair and equitable competitive processes that engage potential suppliers impartially, honestly and consistently;
- Probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- Sustainable benefits, such as environmental, social and local economic factors, are considered in the overall value for money assessment;
- Risks identified are managed within the City's Risk Management Strategy; and
- Records created and maintained to evidence purchasing activities in accordance with the State Records Act and the City's Record Keeping Plan.

### **Ethics and Integrity**

All officers and employees of the City shall observe the highest standards of ethics and integrity in undertaking purchasing activity and act with honesty and professionalism supporting the standing of the City.

The following principles, standards and behaviours must be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- Full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- All purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the City's policies and Code of Conduct;
- Purchasing is to be undertaken on a competitive basis in which all potential suppliers are treated impartially, honestly and consistently;
- All processes, evaluations and decisions shall be transparent, free from bias and fully documented in accordance with applicable policies and audit requirements;
- Any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- Any information provided to the City by a supplier shall be treated as commercial-in-confidence and should not be released unless authorised by the supplier or relevant legislation.

### **Purchasing Assessment Criteria**

It is important that the purchase of goods or services deliver the best possible outcome for the City. In assessing the procurement of products and services, Officers should responsibly balance Value for Money, Environmental Sustainability & Social Responsibility considerations. A higher-priced conforming offer may be recommended should there be clear and demonstrable benefits over and above the lowest-priced conforming offer. The establishment of appropriately weighted selection criteria will assist in this regard.

Compliance with a comprehensive and thoughtfully prepared specification is considered more important than obtaining the lowest price, particularly considering user requirements, quality standards, service benchmarks, social impact, sustainability, and life cycle costs.

### **Value for Money Assessment**

Value for money is an over-arching principle governing the City's purchasing. When officers are undertaking a purchasing action, they should consider goods services and processes that maximise value for money.

Considerations that may be taken into account include:

- All relevant whole-of-life costs and benefits (for goods) and whole-of-contract life costs (for services), including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal;

Policy Number: P605  
Council Adoption: 22/10/2002  
Reviewed/Modified: 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 11/18, 04/20, 03/21, 09/22, 06/23

Relevant Council Delegation: N/A  
Relevant Delegation: DM605 Purchasing & Invoice Approval  
Relevant Management Practice: M605 Purchasing & Invoice Approval



- The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality;
- Financial viability and capacity to supply without risk of default - including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history; and
- A strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable.

### **Environmental Sustainability Assessment**

Where appropriate, in developing specifications, City officers should consider goods, services and processes that minimise negative environmental impacts or provide positive environmental impacts. Sustainability considerations that may be taken into account include consideration of:

- Products or services that demonstrate energy efficiency as demonstrated through suitable rating systems and eco-labelling;
- Products that demonstrate water efficiency;
- Products that are environmentally sound in their manufacture, use and disposal with a preference for products that use a minimal amount of raw materials from a non-sustainable resource and for those that are free of toxic or polluting materials;
- Products that may be re-used, recycled or reclaimed to minimise waste; and
- Fuel/energy efficiency.

### **Corporate Social Responsibility Assessment**

Where appropriate, in developing specifications, City officers should consider goods, services and processes that minimise negative social impacts or provide positive social impacts. This responsibility may be reflected in the supplier's demonstrated respect for people, communities and the environment around the world.

Considerations that may be taken into account include:

- The social impact of the good or service before, during or after its deployment;
- Whether the supplier follows international conventions and labour laws; and
- The suppliers demonstrated commitment to healthy and safe work practices

### **Legislative Requirements**

All purchases must be made in accordance with Section 6.8(1) of the *Local Government Act 1995* and Local Government (Functions & General) Regulations 1996.

### **Obtaining Quotations for Purchases**

The general principles for obtaining quotations from suppliers are:

- Ensure that the requirement /specification is clearly understood by the City employee seeking the quotations; and
- Ensure that the requirement is clearly, accurately and consistently communicated to each supplier being invited to quote.

Policy Number: P605  
Council Adoption: 22/10/2002  
Reviewed/Modified: 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 11/18, 04/20, 03/21, 09/22, 06/23

Relevant Council Delegation: N/A  
Relevant Delegation: DM605 Purchasing & Invoice Approval  
Relevant Management Practice: M605 Purchasing & Invoice Approval

As the purchasing becomes more complex and/or the purchasing thresholds increase, a more sophisticated written specification is required for the quotation to be sought.

### Purchasing Thresholds

Category A – Up to <del>\$4,000</del> <del>3,500</del> (GST exclusive)
One Written Quotation Required

The value of goods or services is of a minimal amount, less than ~~\$43,500~~ it is permissible to direct purchase based on a single written quote where the market is known, and the purchase is very low risk. This instance should only apply for a single, simple purchase where the cost of seeking competitive quotes would be unreasonable on a cost to benefit analysis basis (e.g., purchasing library books or minor catering supplies).

The rationale for the procurement decision should be documented and recorded within a 1System Purchase Requestion to comply with the City Records Management Policy.

Category B - <del>\$43,500</del> 1 up to \$10,000 (GST exclusive)
Two Written Quotations Required

Where the value of goods or services is of a minimal amount, between ~~\$43,500~~1 and \$10,000, it is permissible to direct purchase based on two written quotes where the market is known, and the purchase is very low risk. This instance should only apply for a single, simple purchase where the cost of seeking competitive quotes would be unreasonable on a cost to benefit analysis basis.

The rationale for the procurement decision should be documented and recorded within a 1System Purchase Requestion to comply with the City Records Management Policy.

Category C - \$10,001 up to \$50,000 (GST exclusive)
Three Written Quotations Required

Where the value of procurement of goods or services is between \$10,001 and \$50,000, it is permitted to purchase based on at least three written quotations. However, it is recommended to use professional discretion and occasionally test the market with a greater number or more formal forms of quotation to ensure the best value is maintained.

This purchasing method is suitable where the purchase is in a known market or is relatively small and low risk.

The rationale for the procurement decision should be documented and recorded within a 1System Purchase Requestion to comply with the City Records Management Policy.

Category D - \$50,001 up to \$250,000 (GST exclusive)
Formal Request for Quote with a Written Specification & Predetermined Evaluation Criteria

For the procurement of goods or services where the value exceeds \$50,001 but is not more than \$250,000, it is necessary to seek at least three written quotations containing price and sufficient information relating to the specification of goods and services being acquired.

Policy Number: P605  
Council Adoption: 22/10/2002  
Reviewed/Modified: 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 11/18, 04/20, 03/21, 09/22, 06/23

Relevant Council Delegation: N/A  
Relevant Delegation: DM605 Purchasing & Invoice Approval  
Relevant Management Practice: M605 Purchasing & Invoice Approval



For procurement of goods and services in this range, the selection should not be based on price alone. It is required to consider some of the qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, warranty conditions, technology, maintenance requirements, the organisation's capability, previous relevant experience and any other relevant factors as part of the assessment of the quotes.

Formal Requests for Quote are to be undertaken in conjunction with Finance/Procurement.

The rationale for the procurement decision should be documented and recorded in accordance with the City Records Management Policy.

Category E – Purchases in Excess of \$250,000 (GST exclusive)
Tender Process Required

This Policy does not apply to the purchase of goods or services where the expected consideration is more than \$250,000 (excluding GST). Such transactions are the subject of the Tender Regulations and are to be progressed in accordance with Policy P607 - Tenders & Expressions of Interest.

### **Sole Source of Supply**

A sole source of supply arrangement may only be approved where the:

- Purchasing value is estimated to be over \$5,000; and
- The purchasing requirement has been documented in a detailed specification; and
- The specification has been extensively market tested, and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- The market testing process and outcomes of supplier assessments have been documented, including a rationale for why the supply is unique and cannot be sourced through more than one supplier.

Finance will only approve a sole source of supply arrangement for a period not exceeding one (1) year. The approval must be re-assessed before expiry to evidence that a Sole Source of Supply still genuinely exists for any continuing purchasing requirement. Sole Source of Supply is to be made in accordance with Local Government (Functions & General) Regulations 1996 11 (2)f.

### **Purchasing from Disability Enterprises**

An Australian Disability Enterprise may be contracted directly without the need to comply with the Threshold and Purchasing Practices requirements of this Policy, only where:

- the contract value is or is worth \$250,000 or less, and
- a value for money assessment demonstrates benefits for the City's achievement of its strategic and operational objectives.

A qualitative weighting may be used in the evaluation of quotes and Tenders to provide advantages to Australian Disability Enterprises in instances where not directly contracted.

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Council Adoption: 22/10/2002  
Reviewed/Modified: 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 11/18, 04/20, 03/21, 09/22, 06/23

Relevant Council Delegation: N/A  
Relevant Delegation: DM605 Purchasing & Invoice Approval  
Relevant Management Practice: M605 Purchasing & Invoice Approval

### **Purchasing from Aboriginal Businesses**

A business registered in the current Aboriginal Business Directory WA (produced by the Small Business Development Corporation) may be contracted directly without the need to comply with the Threshold and Purchasing Practices requirements of this Policy, only where:

- the contract value is or is worth \$250,000 or less, and
- a best and sustainable value assessment demonstrates benefits for the City's achievement of its strategic and operational objectives.

A qualitative weighting will be used in the evaluation of quotes and tenders to provide advantages to businesses registered in the current Aboriginal Business Directory WA, in instances where not directly contracted.

### **State Government (Department of Treasury & Finance) Common Use Agreements (CUA)**

Officers are encouraged to make use of government supply contracts for goods and services where possible - as these items have been the subject of a competitive tendering process to pre-qualify them prior to their inclusion on the relevant government supply contract. They are likely to offer the City reliable quality, value for money outcomes and administrative cost savings.

Where a purchase is made from a listed CUA the purchasing instructions of the CUA agreement are to be followed in full. The relevant CUA Reference number should be recorded within a 1System Purchase Requestion to comply with the City Records Management Policy.

### **WALGA Preferred Supplier Panels**

A collective bargaining initiative has been established on behalf of local governments by WALGA through the WALGA Preferred Supplier Panels. The City may elect to use these panels for services including, but not limited to, insurance services, telephone and data services and software licencing.

Officers may utilise the WALGA E-Quotes process to obtain competitive quotations from a series of pre-qualified suppliers. The E-Quotes service is a secure web-based tool that covers a broad range of goods and services, it streamlines the quotation process, and meets all statutory reporting requirements in a transparent manner.

### **Written Quotations**

Should officers be seeking written quotations, the general principles relating to written quotations are:

- An appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion.
- The request for written quotation should include as a minimum:
  - Written specification
  - Selection criteria to be applied
  - Price schedule
  - Conditions of responding
  - Terms and conditions of contract
  - How long the offer is valid for
- Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond.

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Council Adoption: 22/10/2002  
Reviewed/Modified: 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 11/18, 04/20, 03/21, 09/22, 06/23

Relevant Council Delegation: N/A  
Relevant Delegation: DM605 Purchasing & Invoice Approval  
Relevant Management Practice: M605 Purchasing & Invoice Approval

- Offer to all prospective suppliers at the same time any new information that is likely to change the requirements.
- Responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented.
- Respondents should be advised in writing as soon as possible after the final determination is made.

### Local Economic Benefit

The City encourages the development of competitive local businesses within its boundary first and second within its broader region. As much as practicable, the City will:

- where appropriate, consider the capability of local businesses, buying practices, procedures and specifications that do not unfairly disadvantage local businesses; and
- consider indirect benefits that have flow-on benefits for local suppliers (i.e. servicing and support).

To this extent, a qualitative weighting is encouraged for inclusion in the evaluation criteria for quotes and Tenders where suppliers may be located within the boundaries of the City or substantially demonstrate a benefit or contribution to the local economy. This criterion will relate to local economic benefits that result from quote or Tender processes.

The City will also consider adopting KPIs for successful suppliers that encourage the placement of the local workforce.

### Exemptions

In the following instances, public tenders or quotation procedures are not required (regardless of the value of expenditure):

- An emergency situation as provided by the *Local Government Act 1995*;
- The purchase is acquired from an Australian Disability Enterprise, a person/organisation registered on the WA Aboriginal Business Directory, WALGA (Preferred Supplier Arrangements), Department of Treasury and Finance (Common Use Arrangements), or from a Regional Council, or another Local Government, or a State Government, or the Federal Government;
- The purchase contract is for petrol, oil, or other liquid or gas used for internal combustion engines;
- Any of the other exclusions under Regulation 11 of the Functions and General Regulations that apply.

### Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- A local emergency and the expenditure is required to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 and F&G Reg. 11(2)(a); or
- A State of Emergency declared under the *Emergency Management Act 2005* and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this Policy.

Policy Number: P605  
Council Adoption: 22/10/2002  
Reviewed/Modified: 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 11/18, 04/20, 03/21, 09/22, 06/23

Relevant Council Delegation: N/A  
Relevant Delegation: DM605 Purchasing & Invoice Approval  
Relevant Management Practice: M605 Purchasing & Invoice Approval

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

#### **Statutory Authorities & Uncontested Markets**

Where the City needs to acquire services from an uncontested market where there is only a single provider for a service such as Landgate Valuation Services, WA Electoral Commission, Fines Enforcement Registry or Water Authority; there is no requirement to seek quotations.

#### **Pre-Qualified Supplier Panels**

The City may wish to establish its own panel of pre-qualified suppliers (for purchases such as legal services, catering or project management). In these cases, the City must be satisfied that there is a continuing and ongoing requirement for the goods and services, and the purchasing must be low to medium risk.

The establishment of the panel, distribution of work and purchasing from the panel are in accordance with Policy P611 Pre-Qualified Supplier Panels.

#### **Repetitive Purchases**

In making regular or repetitive purchases for the same goods or services, officers should be conscious of the potential for the triannual (across a rolling three (3) year period) purchases to accumulate to an amount in excess of the tender threshold (currently more than \$250,000).

Where this repetitive purchasing issue is relevant and such occurrence is subsequently identified, officers should take appropriate actions to ensure that future purchases for these items are progressed according to Policy P607 - Tenders & Expressions of Interest requirements.

#### **Purchasing Policy Non-Compliance**

Purchasing Activities are subject to financial and performance audits, which review compliance with legislative requirements and also compliance with the City's policies and procedures.

Failure to comply with the requirements of this Policy will be subject to investigation, with findings to be considered in the context of the responsible person's training, experience, seniority and reasonable expectations for the performance of their role.

Where a breach is identified, it may be treated as:

- an opportunity for additional training to be provided;
- a disciplinary matter, which may or may not be subject to reporting requirements under the *Public Sector Management Act 1994*;
- misconduct in accordance with the *Corruption, Crime and Misconduct Act 2003*.

#### **Anti Avoidance**

When making purchases City officers are to ensure that actions taken are in accordance with the Anti Avoidance provisions of the Local Government (Functions & General) Regulations 1996 (Part 4) and Section 3.57 of the *Local Government Act 1995*.

Policy Number: P605  
Council Adoption: 22/10/2002  
Reviewed/Modified: 03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 11/18, 04/20, 03/21, 09/22, 06/23

Relevant Council Delegation: N/A  
Relevant Delegation: DM605 Purchasing & Invoice Approval  
Relevant Management Practice: M605 Purchasing & Invoice Approval



**Record Keeping**

All purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the *State Records Act 2000* and the City’s Record Keeping Plan.

**Legislation / Local Law Requirements**

*Local Government Act 1995*  
*Local Government (Functions & General) Regulations 1996*  
*State Records Act 2000*

**Other Relevant Policies / Key Documents**

P607: Tendering & Expressions of Interest  
P611: Pre-Qualified Supplier Panels  
P674: Management of Corporate Records  
P695: Risk Management Policy  
City of South Perth Strategic Community Plan 2021-2031

Policy Number:	P605	Relevant Council Delegation:	N/A
Council Adoption:	22/10/2002	Relevant Delegation:	DM605 Purchasing & Invoice Approval
Reviewed/Modified:	03/12, 03/13, 03/14, 02/15, 03/16, 03/17, 11/18, 04/20, 03/21, 09/22, 06/23	Relevant Management Practice:	M605 Purchasing & Invoice Approval

## Strategic Direction

### Leadership

### Policy P677 State Administrative Tribunal

Responsible Business Unit/s	Governance Development Services
Responsible Officer	Manager Governance Development Services, Chief Executive Officer
Affected Business Unit/s	Governance Development Services

#### Policy Objectives

On occasions, there will be instances where the Council makes a decision that is inconsistent or contrary to an Officer recommendation. This policy provides guidance for ensuring that such Council decisions are appropriately defended in the event of an application for review being lodged with the State Administrative Tribunal.

#### Policy Scope

This Policy is relevant to the officers responsible for appointments of external consultants and lawyers to represent the City at the State Administrative Tribunal. The policy is also relevant to those officers and Elected Members attending matters.

[The appointment of legal representation in accordance with this Policy does not apply to Class 1 appeals \(development with a value less than \\$250,000\) where the applicant has elected that neither party be legally represented in accordance with s.239 of the Planning and Development Act 2005.](#)

#### Policy Statement

This policy provides guidance in responding to applications for the review of a decision made by the Council that are lodged with the State Administrative Tribunal.

##### *Appointment of Consultant / Lawyer*

Where an application is made for the review of a decision that is inconsistent or contrary to a recommendation made by an Officer, an independent consultant / lawyer will be engaged to represent the Council's best interests. The consultant / lawyer shall be selected and engaged by the City administration to represent the resolution of Council and its best interests. Council will be advised on a monthly basis of all associated consultant / legal expenses in the Councillor Bulletin publication.

##### *Elected Member Attendance*

The Elected Members that moved and seconded the Council decision may be requested to attend meetings with the engaged consultant / lawyer as well as attend mediation sessions and hearings as far as practicable, to defend the Council's decision. Elected Members are not able to lawfully give instructions to the engaged consultant / lawyer on behalf of the City.



*Officer Attendance*

The City will ensure an Officer is present at any meeting, mediation or hearing involving Elected Members, the engaged consultant / lawyer and the State Administration Tribunal. Officers may also wish to voluntarily attend to represent the City, as far as practicable. Officers are able to issue instructions on behalf of the City to the engaged consultant / lawyer at any meeting, mediation or hearing, which may take into consideration Councillors input.

*Officer Subpoena*

There may be instances where an Officer receives a subpoena requiring them to appear as a witness at the State Administrative Tribunal. The Council acknowledges that in these circumstances, an Officer's evidence to the State Administrative Tribunal may be contrary to Council's decision with respect to the decision that is the subject of review.

*Mediation*

Where a matter is referred to mediation, the Elected Member, Officer and engaged consultant / lawyer shall participate constructively in the mediation to attempt to reach a compromise solution. Any compromise solution at the mediation shall not be agreed to beyond the scope of the Officer's delegated power. Any compromise solution arising out of mediation shall be referred back to the Council for decision.

*State Administrative Tribunal*

The State Administrative Tribunal may refer a matter to the Council inviting the Council to reconsider a decision. In this instance, the Officer shall assess the proposal and refer it to Council to affirm the decision, vary the decision or set aside the decision and substitute a new decision.

*Appeals*

The City will not generally appeal a State Administrative Tribunal decision unless, the Council following legal advice, considers that the Tribunal has made an error of law and / or the issue has significant implications for the City and / or local government.

Costs

The City will generally not seek an order relating to costs against an applicant, unless they have behaved in a dishonest, frivolous or vexation manner in conducting the proceeding. The City may seek legal advice as to the reasonable chance of success prior to making a decision to seek an order relating to costs.

**Legislation / Local Law Requirements**

Not Applicable

**Other Relevant Policies / Key Documents**

City of South Perth Strategic Community Plan 2021-2031

Page 2 of 2			
Policy Number:	P677	Relevant Council Delegation:	N/A
Council Adoption:	27/07/10	Relevant Delegation:	N/A
Reviewed/Modified:	02/11, 03/12, 03/13, 03/14, 01/15, 03/16, 03/17, 03/18, 09/22	Relevant Management Practice:	N/A

## Strategic Direction *Community*

### Policy P105 Cultural Services and Activities

Responsible Business Unit/s	Community, Culture and Recreation
Responsible Officer	Manager Community, Culture and Recreation
Affected Business Unit/s	Community, Culture and Recreation

#### Policy Objectives

To provide a policy framework that enables the City to develop and implement relevant cultural services and activities for its community members that contribute towards fostering a strong sense of community.

#### Policy Scope

This Policy applies to the Community, Culture and Recreation department to provide events and activities for the local community.

#### Policy Statement

The City recognises the importance of cultural services and activities and the contribution such programs and services make towards developing a sense of community. As such, the City will develop and implement a range of annual events, projects and services which aim to enrich lives and connect people through shared experiences that celebrate place, strengthen community identity and help build trust between people.

#### Community Events

The City will implement a range of community events including but not limited to; a summer program, small scale concerts/live entertainment and/or ticketed activities, Pioneers and Elders Luncheon, annual Art Award and associated workshop programme, exhibitions and other selected initiatives. Major events include the Australia Day Celebration Zone, South Perth Sounds Concert and Hello Manning Festival. The aims of these major events are to celebrate the community and the unique identity and features of the City of South Perth. This will be achieved by:

- Providing accessible and equitable entertainment for local residents and visitors of a standard comparable with other metropolitan major events and festivals;
- Increasing the profile and maintaining a positive image of the City of South Perth in line with the City's Vision;
- Assisting in the community and economic development of the City of South Perth;
- Building partnerships between external organisations and the City; and
- Maintaining the longevity and sustainability of the events through constant review, evaluation and development of event structure and entertainment.

Civic Events

The City will deliver a range of high quality civic events, functions and ceremonies. These events will include but are not limited to; the Australia Day Citizenship and Flag Raising Ceremony, ANZAC Day Memorial Service, Remembrance Day Memorial Service, Citizenship ceremonies, Thank a Volunteer and Stakeholder Function, and NAIDOC Week Flag Raising Ceremony. The aims of these events are to celebrate these nationally commemorated occasions and/or to honour our contributing citizens.

Other Cultural Activities & Services

The City may develop and implement other cultural activities and services in response to community needs.

Legislation/ Local Law Requirements

Not Applicable

Other Relevant Policies/ Key Documents

City of South Perth Strategic Community Plan 2021-2031

## Strategic Direction *Community*

### Policy P117 Library Services and Programs

<b>Responsible Business Unit/s</b>	<b>Library Services</b>
<b>Responsible Officer</b>	<b>Manager Library Services</b>
<b>Affected Business Unit/s</b>	<b>Library Services</b>

#### Policy Objectives

To provide the City of South Perth (City) and the community with a framework for access to the City's libraries, collections, digital resources, online services and programs.

#### Definitions

Child	Any individual under the age of twelve years.
Digital Resources	Resources provided and stored in an electronic format including but not limited to electronic databases, digital audio, images and film, eBooks, eAudio, eNewspapers and eMagazines.
Terms and Conditions of Use	The Terms and Conditions of Use that apply to the City's Libraries as determined and amended periodically by the City as required.
Membership Terms and Conditions	The Terms and Conditions that will apply upon acceptance of a library card by an individual as determined and amended periodically by the City as required.
Online Services	Any information that is accessed via the internet including but not limited to content on the World Wide Web, social media, email, downloadable files, messaging and chat services and streamed audio/video content.
Program or Service	A planned service, activity or event.
Public Computer, Internet and Online Services Conditions of Use	The terms and conditions that apply to the access and use of the public computer, online and internet facilities as outlined and amended periodically by the City as required.
Public Computers	Any fixed or mobile computing device made available for use by library members and fee paying non-members.



Temporary Resident	Any person who is unable to provide satisfactory proof of permanent residence in Western Australia (eg. hotel, motel, caravan park, visitor to Western Australia).
Unattended child	A child not supervised or looked after or who has been left unattended by a parent, guardian or caregiver.
Wi-Fi Terms and Conditions	The Terms and Conditions outlined and amended periodically by the City's approved Wi-Fi service provider.

## Policy Scope

This policy applies to all users of the City of South Perth Libraries and City employees who work within libraries.

## Policy Statement

The City recognises the importance of cultural and social services and activities and the contribution library programs and services make towards community literacy and lifelong learning.

City of South Perth Libraries will provide opportunities for our diverse communities to read, learn, recreate and connect, supported by equitable access to collections, technology, programs, services and welcoming and safe spaces.

### Terms and Conditions of use

Terms and Conditions of Use will apply to all library members and users of library facilities.

### Membership

Community members may apply for library membership by providing proof of identity and current residential address in accordance and agreement with Library Membership Terms and Conditions.

Persons under the age of 18 years of age must have their membership application authorised by their parent or legal guardian.

Persons who are Temporary Residents are permitted to apply for membership upon payment of a refundable fee determined by Council. Deposit refunds will be applicable upon return of all library items, payment of outstanding monies and closure of membership or if proof of permanent residency is provided.

Fees for overdue library items and debt collection will be applied in accordance with Regulation 14(1) of the *Library Board Act of WA 1951-1983*. Library fees and charges will be set as determined by Council's adopted Fees and Charges in the Annual Budget and are non-refundable. Application for cancellation of fees and charges must be made in writing and will be referred to Manager Library Services for approval.

Temporary suspension of library membership may be applied to any library member who retains library items, has an outstanding debt or who does not comply with Library Terms and Conditions. Terms of suspension will be authorised by Manager Library Services.

### Public Computer, Internet, Online Services and Wi-Fi Access

City of South Perth Libraries provide access to computer and Internet facilities and Wi Fi in accordance and agreement with the Public Computer, Internet and Online Services Conditions of Use.

To facilitate equitable access to computers, a member is required to use the booking system and will be limited to a specified amount of computer access per day as determined by Manager Library Services.

Free access to Wi-Fi will be provided subject to the user agreeing to the Wi-Fi Terms and Conditions of Use as determined by the City's Wi-Fi service provider.

Public computers, internet and online services will be available free of charge to library members. Some services and programs may attract nominal fees, which are prescribed in the City's Fees and Charges Schedule e.g. printing. Access may also be provided to persons who do not fulfil membership requirements for a fee that is prescribed in the Schedule and may be subject to restrictions e.g. a time limit will be applied for non-member access.

The City cannot guarantee continuous Internet access during the time booked.

All user's of the Internet must abide by the *Western Australian Classification Publications, Film and Computer Games Enforcement Act 1996*.

### Public Welfare

Children must be supervised by a responsible parent, legal guardian or caregiver while in the library. The following standards will be applied:

1. Children are not to be left unattended at any time.
2. The City takes no responsibility for the welfare of unattended children.
3. A child left unattended in the library may be classed as a child at risk of harm under section 28 (2) of the *Children and Community Services Act 2004* and may be reported to the police or Department of Child Protection. A parent who leaves an unattended child in a City of South Perth Library may be in breach of the *Community and Community Services Act 2004* (failing to protect a child from harm s.101).
4. Parents, legal guardians or caregivers are required to follow the Supervision of Children (0-12 years) Guidelines. A copy of these is available on request and via the City's website.
5. A Duty of Care Statement will be displayed in the City's libraries

### Copyright

City of South Perth Libraries support and uphold the rights of copyright owners as documented in the *Commonwealth Copyright Act 1968* and the *Commonwealth Copyright Act Legislation Amendment Act 2004*. The Act allows for certain library materials to be photographed, where exclusion applies to some library materials because of age, condition or copyright restrictions.

### Legislation/ Local Law Requirements

*Library Board Act of WA 1951-1983*

Library Board (Registered Public Libraries) Regulations 1985

State and Local Government Agreement for the Provision of Public Library Services in Western Australia, 2020

Local level Agreement for the delivery of public library services, 2011

*Western Australian Classification Publications, Film and Computer Games Enforcement Act 1996*

*Children and Community Services Act 2004*

*Censorship Act 1996*

*Commonwealth Copyright Act 1968*

*Commonwealth Copyright Act Legislation Amendment Act 2004*

### Other Relevant Policies/ Key Documents

P118 Library Collection Development Policy

M117 Library Membership Management Practice

M118 Library Collection Development

M120 Public Computers, Internet and Online Services Management Practice



- Duty of Care Statement and Supervision of Children (0-12 years) in the Library Guidelines
- Library Terms and Conditions
- Library Membership Terms and Conditions
- Public Computer, Internet and Online Services Terms and Conditions of Use
- eSafety Behaviour Charter
- Wireless Internet Service Terms and Conditions of Use
- Statement on Free Access to Information, Australian Library and Information Association, 2015*
- Statement on Libraries and Literacies, Australian Library and Information Association, 2006*
- Statement on Public Library Services. Australian Library and Information Association, 2018*
- WA Public Libraries Strategy 2022-2026*

## Strategic Direction *Community*

### P119 City of South Perth Local History Collection

Responsible Business Unit/s	Library Services
Responsible Officer	Manager Library Services
Affected Business Unit/s	Library Services

#### Policy Objective

This policy provides the City of South Perth (City) and the community with a framework for the acquisition, preservation and organisation of historical materials that represent the cultural heritage, past and present, of the South Perth community.

#### Definitions

Archives	A collection of documents and records that contain historical information, including the papers of individuals and organisations, letters and diaries.
Collections	Refers to the objects that represent the history and people of the City of South Perth.
Deaccession	The process of removing materials from the collection, catalogue or database including but not limited to sale, donation, disposal or destruction.
Disposal	The physical removal of an object from the Collection once deaccession has occurred.
Preservation	The processes of looking after materials in order to retain cultural significance or value.
Ephemera	Any printed material that was intended for short term use. Items that may have been printed for a day, event or promotional activity such as tickets, invitations, programs, posters and other various items.
Materials	Refers to any item held in the history collection, including (but not limited) to artefacts, books, images, ephemera, documents, audio and other similar items.
Oral History	Recorded historical information that is obtained by interview and concerns personal experiences and recollections.
Provenance	The full history and ownership of an item from the time of creation or discovery to the current day to determine authenticity and ownership.

## Policy Scope

This policy applies to all users, volunteers and City employees who work with, have access to, or involvement with the City of South Perth Local History Collection.

## Policy Statement

### General Principles

The City recognises the importance of celebrating and supporting heritage for present and future generations. As such, the City will develop and maintain its Local History Collection in order to preserve and promote local community identity.

The primary aim of the City's Local History Collection will be to collect and preserve historical material that relates to all suburbs within the City's designated local government area.

The City's Local History Collection will include retrospective and current materials in a range of formats.

The City will work cooperatively with groups, organisations and other complementary associations and agencies to ensure collection content is representative of community diversity and character.

### Inclusions

The collection will include:

- Memorabilia
- Newspapers
- Photographs
- Community History
- Oral History
- Artefacts, objects and records related to the Old Mill, Cottage and Surrounds

Memorabilia includes objects, trophies, plaques, awards, medals and badges, coins and certificates accepted by a City employee or Council representative in the course of conducting Council business. Memorabilia may also include such objects used by City staff or Councillors during the course of Council business that are deemed significant to retain for posterity including framed photographs of Councillors, past and present, promotional material and equipment.

Newspapers will comprise newspapers and articles relevant to the history of the City and the local South Perth community.

Photographs will include donations from private collections, in-house photography, copies made from originals in various formats including studio photographs, camera prints, CDs, negatives and slides. Photographs will be scanned and made available to the community via the City of South Perth Library catalogue in a digital format. Copies of photographs will be made available for a fee as determined by the City's adopted Fees and Charges Schedule.

Community History includes donated and purchased books, reports, CD's, video's, DVD's, biographies, oral histories and digital records. These items will include archives from businesses, schools, churches, community and sporting groups, events, places, buildings and people as appropriate to the City's local community.

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Policy Number: P119  
Council Adoption: 25 May 2021

Relevant Council Delegation: N/A  
Relevant Delegation: N/A

The City will create materials in a variety of ways including photography of materials, oral history recordings and publications.

### Acquisition

Acquisition methods will include (but is not limited to) purchase, copying, donations, exchanges, gifting and deposit.

Donations are an important source of acquisition. Donated materials must be consistent with the principles of the City's Local History Collection. Donors must complete a donation form for legal purposes, and to ensure that information relevant to significance and provenance is provided. Donations that are lacking in physical integrity, cannot be preserved or are deemed inauthentic or are duplicate material may not be accepted. The City reserves the right, under special circumstances, to deaccession materials at a later date following approved criteria.

Acceptance of materials into the collection related to the Old Mill, Cottage and their surrounds is dependent on availability of storage capacity, resources, conservation and maintenance requirements and is considerate of acquisition priorities of other associated cultural historical institutions.

### Archival Storage

In consideration of the value and unique nature of collection materials, various items of historical significance will be housed in a manner conducive to long-term preservation. Stored materials may be made accessible upon request providing access does not compromise the condition or preservation of the item.

### Deaccession

Periodically, the City may be required to deaccession materials from the collection. Careful consideration of material deaccession will be undertaken before the process is commenced.

Deaccession criteria includes but is not limited to:

- damage beyond repair or preservation or requiring preservation disproportionate to its significance;
- repatriation of cultural material to another cultural institution, organisation or group if deemed appropriate
- no longer relating to the acquisition criteria;
- insufficient information to establish cultural significance;
- appropriate storage space no longer being available; and
- theft or loss.

Documentation of the history of deaccessioned materials in the Collection shall be retained.

### Copyright

City of South Perth Libraries support and uphold the rights of copyright owners as documented in the *Commonwealth Copyright Act 1968* and the *Commonwealth Copyright Act Legislation Amendment Act 2004*. The Act allows for certain library materials to be photographed, where exclusion applies to some library materials because of age, condition or copyright restrictions.

### Legislation/ Local Law Requirements

*Heritage Act 2018*

*Heritage Regulations 2019*

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Policy Number: P119

Relevant Council Delegation: N/A

Council Adoption: 25 May 2021

Relevant Delegation: N/A

*State Records Act 2000*  
*Aboriginal Heritage Bill 2020*  
*Australian Historic Themes Framework 2001*  
*Censorship Act 1996*  
*Commonwealth Copyright Act 1968*

#### Other Relevant Policies/ Key Documents

*Museum Australia Inc. Code of Ethics 1999*  
National Standards for Australian Museums and Galleries  
Significance 2.0: a guide to assessing the significance of collections  
The Burra Charter 1999  
P118 Library Collection Development Policy  
Management Practice M118 Library Collection Development  
Management Practice M119 City of South Perth Local History Collection



## Strategic Direction

### *Environment (Built and Natural)*

## Policy P205 Tree Preservation

<b>Responsible Business Unit/s</b>	<b>Parks and Environment</b>
<b>Responsible Officer</b>	<b>Manager Parks and Environment</b>
<b>Affected Business Unit/s</b>	<b>Engineering Services, Waste, Fleet &amp; Facilities, Development Services</b>

### Policy Objectives

As a result of concern about the loss of tree cover due to infill development throughout the City, the council has adopted provisions in the Town Planning Scheme which offers protection to trees considered to be of City-wide significance on public and private land.

### Policy Scope

This Policy affects Engineering Services, Waste, Fleet & Facilities and Development Services Business Units who deal with the trees within the City and the impact of new development on trees.

### Policy Statement

The City of South Perth values the environmental values; shade, habitat and amenity provided by trees on public and private land and commend practices which seek to preserve mature trees where possible.

Officers and residents of the City of South Perth are encouraged to recommend trees, considered to be of City-wide significance, for inclusion in the Register of Significant Trees. Officers will undertake an assessment of recommended trees utilising the criteria set in the associated management practice.

Groupings of trees and other vegetation will be considered, but Tree Preservation Orders will only be applied to the best quality trees rather than to every tree of a certain description.

### Legislation / Local Law Requirements

City of South Perth Town Planning Scheme No.6



### Other Relevant Policies / Key Documents

City of South Perth Strategic Community Plan 2021-2031

P209: Shade Structures

P210: Street Verges

P692: Sustainability Policy

Street Tree Management Plan

City of South Perth Sustainability Strategy 2012-2015

City of South Perth Urban Forest Strategy 2018-2023

City of South Perth Climate Change Strategy 2011-2015

Street Verge Landscape Guidelines

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Policy Number: P205

Council Adoption: 26/11/02

Reviewed/Modified: 10/05, 02/11, 03/12, 03/13, 03/14, 01/15,

Relevant Council Delegation: N/A

Relevant Delegation: DC690 Town Planning Scheme 6

Relevant Management Practice: N/A

## Strategic Direction

### *Environment (Built and Natural)*

## Policy P208 Ecologically Sustainable Building Design

<b>Responsible Business Unit/s</b>	<b>City Environment</b>
<b>Responsible Officer</b>	<b>Buildings Coordinator</b>
<b>Affected Business Unit/s</b>	<b>City Environment, Development Services</b>

### Policy Objectives

To provide a policy framework that enables the City to endorse and embrace the principles of Ecologically Sustainable Development (ESD) through building design guidelines for City buildings and related projects including greenfield and brownfield developments.

Buildings contribute significantly to the negative impact on our environment consuming 32% of the world's resources, including 12% of the world's fresh water and up to 40% of the world's energy. Buildings also produce 40% of waste going to landfill and 40% of air emissions<sup>1</sup>.

In Australia, commercial buildings produce 8.8% of the national greenhouse emissions and have a major part to play in meeting Australia's international greenhouse targets<sup>2</sup>.

This Policy is in keeping with the City's Sustainability Strategy 2012-2015 which defines sustainability as - "Enhancing the quality of life and prosperity of the community and preventing the harmful local and global effects of its action through careful planning and decision-making".

The City has developed a Climate Change Strategy 2010-2015 which supports this Policy, and in addition the City is committed to the voluntary campaign of the International Council for Local Environmental Initiatives (ICLEI) Water Campaign. These programs are a commitment to reduce greenhouse gas emissions and conserve energy and water use resulting from organisational (corporate) activities and the community.

The *Local Government Act 1995* was amended in 2004 to insert an additional directive in section 1.3 to local government to the effect that:

In carrying out its functions a local government is to use its best endeavours to meet the needs of current and future generations through an integration of environmental protection, social advancement and economic prosperity.

### Policy Scope

This policy affects all employees, contractors and the wider community to embrace and encourage ecological sustainable development throughout the City.

<sup>1</sup> OECD (2003) Environmentally Sustainable Buildings: Challenges and Policies. A report by the OECD

<sup>2</sup> DEH (2001) Australia State of the Environment report. The Department of the Environment and Heritage: Canberra.

Policy Statement

The City recognises the significance of ESD building design in contributing to community enrichment and sustainable development. As such, the City agrees to support sustainable development in its building design by:

- Utilising the ESD building design principles of the State and Federal governments;
- Contributing a percentage of the total infrastructure costs on ESD initiatives for non-base build in major building projects and refurbishments (For example, regional and district pavilions, libraries and public facilities such as leisure centres and community halls);
- Ensuring that an ESD checklist (based on available agency publications) is applied to minor building projects (eg. local sporting pavilions) on City owned facilities;
- Ensuring that savings of project costs due to ESD initiatives are reinvested into the project to facilitate further ESD initiatives; and
- Maximising the opportunities for external funding to contribute to identified ESD initiatives.

Legislation / Local Law Requirements

Building Codes of Australia requirements  
State Government building regulations

Other Relevant Policies/ Key Documents

P103: Communication and Consultation  
P201: Sustainable Procurement  
P202: Energy Conservation  
P692: Sustainability  
City of South Perth Sustainability Strategy 2012-2015  
City of South Perth Climate Change Strategy 2010-2015  
City of South Perth Strategic Community Plan 2021-2031  
City of South Perth State of Sustainability Report 2012 (in development)

## Strategic Direction Leadership

### Policy P687 Development of Council Owned Land

Responsible Business Unit/s	Governance
Responsible Officer	Manager Governance, Chief Executive Officer
Affected Business Unit/s	Governance

#### Policy Objectives

An application involving the rezoning or development of land owned or under the control of the City of South Perth, for commercial purposes, is to be assessed independently and in a manner that removes the potential for a perceived or real conflict of interest or bias.

This policy is intended to cover applications involving significant developments on Council owned or controlled land for commercial purposes. This policy is not intended to apply to applications involving non-profit services, community based services, education services or recreational pursuits or where the project is the subject of an existing lease, which has previously been publicly advertised and approved by Council. The policy also does not apply where the commercial use is ancillary to the predominant use or where State Government bodies are the final approving authority.

#### Policy Scope

This Policy is relevant to all properties under the control of the City.

#### Policy Statement

When dealing with a proposal relating to land under this policy, the City, through the Chief Executive Officer, will engage an independent, appropriately qualified professional to assess:

1. The risks associated with the proposal;
2. The proposal in relation to the City's Town Planning Scheme requirements;
3. Implications of the proposal in relation to the *Local Government Act 1995*;
4. Any submissions received from the community and interested parties;
5. Any other matter that may be relevant to a particular development.

As part of a rezoning, development assessment, major land transaction or trading undertaking, the independent consultant will provide a written report to the City, for consideration by the Council, detailing the assessment of the proposal in respect to the five items nominated above.

Where the Council holds a briefing or Workshop in relation to a project covered by this Policy, the City will maintain notes of these meetings on file and make these notes available to the consultant for consideration when preparing their reports.

Legislation / Local Law Requirements

Not Applicable

Other Relevant Policies / Key Documents

City of South Perth Strategic Community Plan 2021-2031