MINUTES

Council Meeting

Tuesday, 21 May 2024 at 6:30 PM

Disclaimer

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MINUTES

MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER, 135 CANNING HIGHWAY EAST FREMANTLE ON TUESDAY, 21 MAY 2024.

1 OFFICIAL OPENING

The Presiding Member opened the meeting at 6.31pm.

2 ACKNOWLEDGEMENT OF COUNTRY

"On behalf of the Council I would like to acknowledge the Whadjuk Nyoongar people as the traditional custodians of the land on which this meeting is taking place and pay my respects to Elders past, present and emerging."

3 ANNOUNCEMENT TO GALLERY

"Members of the gallery are advised that no Council decision from tonight's meeting will be communicated or implemented until 12 noon on the first clear working day after this meeting, unless Council, by resolution carried at this meeting, requested the CEO to take immediate action to implement the decision."

4 RECORD OF ATTENDANCE

4.1 ATTENDANCE

The following members were in attendance:

Mayor J O'Neill	Presiding Member
Cr C Collinson	
Cr K Donovan	
Cr J Harrington	
Cr L Maywood	
Cr A McPhail	
Cr A Natale	
Cr M Wilson	
Cr A White	

The following staff were in attendance:

Mr J Throssell	Chief Executive Officer (CEO)
Mr P Kocian	Executive Manager Corporate Services (EMCS)
Mr N King	Executive Manager Technical Services (EMTS)
Ms H Clark	Minute Secretary

There were no members of the public in attendance.

4.2 APOLOGIES

Ms C Catchpole (Acting Executive Manager Regulatory Services)

4.3 APPROVED

Nil

5 DISCLOSURES OF INTEREST

5.1 FINANCIAL

Nil

5.2 PROXIMITY

5.2.1 ITEM 13.1 MONTHLY FINANCIAL REPORT 30 APRIL 2024, POINT 4 RECOMMENDATION

Mayor O'Neill disclosed a proximity interest in Item 13.1 Monthly Financial Report 30 April 2024 as he resides opposite to the East Fremantle Oval Eastern Bank and Dog Park. This was consistent with his previous declarations.

5.3 IMPARTIALITY

5.3.1 ITEM 13.1 MONTHLY FINANCIAL REPORT 30 APRIL 2024, POINT 4 RECOMMENDATION - EXCISED

Mayor O'Neill declared an impartiality declaration to 13.1 recommendation 4 due to residing opposite the East Fremantle Oval Eastern Bank and Dog Park. The Mayor requested that Recommendation 4 be considered as a stand-alone motion to allow the Mayor to participate in discussion for the remainder of the item.

5.3.2 ITEM 13.7 DOG EXERCISE AREA

Mayor O'Neill declared an impartiality declaration to 13.7 as he resides opposite the East Fremantle Oval Eastern Bank and Dog Park.

5.3.3 ITEM 13.8 AUTHORITY TO SIGN SUBLEASE AND LICENCE AGREEMENTS WITH THE CLUBS

Mayor O'Neill declared an impartiality declaration to 13.8 as he resides opposite the East Fremantle Community Park precinct.

6 PUBLIC QUESTION TIME

6.1 RESPONSES TO PREVIOUS QUESTIONS FROM MEMBERS OF THE PUBLIC TAKEN ON NOTICE

Nil

6.2 PUBLIC QUESTION TIME

Nil

7 PRESENTATIONS/DEPUTATIONS

7.1 PRESENTATIONS

Nil

7.2 DEPUTATIONS

Nil

8 APPLICATIONS FOR LEAVE OF ABSENCE

8.1 CR WILSON

Cr Wilson requested leave of absence from 12 June to 24 June 2024.

8.2 CR MCPHAIL

Cr McPhail requested leave of absence from 21 June to 8 August 2024.

Moved Cr Harrington, seconded Cr Natale

That leave of absence be granted to:

1. **Cr Wilson for the period 12 June to 24 June 2024.**
2. **Cr McPhail for the period 21 June to 8 August 2024.**

(CARRIED UNANIMOUSLY 9:0)

For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, Natale, McPhail, White & Maywood.**

Against: **Nil**

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

9.1 MEETING OF COUNCIL (16 APRIL 2024)

OFFICER RECOMMENDATION

Moved Cr Natale, seconded Cr White

That the minutes of the Ordinary meeting of Council held on Tuesday, 16 April 2024 be confirmed as a true and correct record of proceedings.

(CARRIED UNANIMOUSLY 9:0)

For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, Natale, McPhail, White & Maywood.**

Against: **Nil**

10 ANNOUNCEMENTS BY THE PRESIDING MEMBER

Nil

11 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

12 REPORTS AND RECOMMENDATIONS OF COMMITTEES

Nil

13 REPORTS OF OFFICERS

Reports start on the next page

13.1 MONTHLY FINANCIAL REPORT 30 APRIL 2024

Report Reference Number	OCR-2749
Prepared by	Phil Garoni, Finance Manager
Supervised by	Peter Kocian, Executive Manager Corporate Services
Meeting date	Tuesday, 21 May 2024
Voting requirements	Part 3, 4 and 5 of the Recommendation requires an Absolute Majority
Documents tabled	Nil

Attachments

1. Monthly Financial Report for the month ended 30 April 2024 containing the Statements of Financial Activity and Financial Position.

PURPOSE

The purpose of this report is to present to Council the Monthly Financial Report (containing the Statement of Financial Activity by Nature and Type and Statement of Financial Position) for the month ended 30 April 2024. A Capital Works report has been incorporated into the workbook.

EXECUTIVE SUMMARY

A Monthly Financial Report workbook has been prepared to provide an overview of key financial activity.

The WA Government recently amended regulation 34 of the *Local Government (Financial Management) Regulations 1996* to require the Statement of Financial Activity be presented according to nature or type classification.

Regulation 35 also requires local governments to prepare a monthly Statement of Financial Position. This has now been inserted into the Monthly Financial Report.

A Capital Works Report is presented detailing committed expenditure against budgets. This report is used to assess the clearance rate of capital projects.

BACKGROUND

Presentation of a monthly financial report to Council is both a statutory obligation and good financial management practice that:

a. demonstrates the Town's commitment to managing its operations in a financially responsible and sustainable manner.
b. provides timely identification of variances from budget expectations for revenues and expenditures and identification of emerging opportunities or changes in economic conditions.
c. ensures proper accountability to the ratepayers for the use of financial resources.

Financial information that is required to be reported to Council monthly includes:

a. operational financial performance against budget expectations.
b. explanations for identified variances from expectations.
c. financial position of the Town at the end of each month.

Understanding the Financials

When reading the financial information/statements, variances (deviations from budget expectations) are classified as either:

a. Favourable variance (F)
b. Unfavourable variance (U)
c. Timing variance (T)

A timing variance relates to a budgeted revenue or expense that has not occurred at the time it was expected, but which is still expected to occur with the budget year. That is, the financial transaction will still occur, but just in a different month. This timing difference may require for the year-to-date budget to be amended for future periods.

A realised favourable or unfavourable variance is different to a timing variance. It represents a genuine difference between the actual and budgeted revenue or expenditure item.

A realised favourable variance on a revenue item is a positive outcome as it increases the projected budget surplus. An unfavourable variance on a revenue item has the opposite effect, resulting in a decrease to the projected budget result.

A realised favourable variance on an expenditure item may have either of two causes – one being a saving because the outcome was achieved for lesser cost, which has the effect of increasing the projected budget result. The other cause may be that the proposed expenditure may not have been undertaken and is not expected to be incurred in that financial year. Whilst this may seem positive from the financial position perspective, it may not be a positive outcome for the community if the service or project is not delivered.

If a realised favourable or unfavourable variance is material in value, a recommendation will be provided to Council to amend the budget.

CONSULTATION

Budget Managers are provided with a monthly Responsible Officer Report for review and reporting of budget variances.

STATUTORY ENVIRONMENT

Section 6.4 of the *Local Government Act 1995* and Regulation 34 of *the Local Government (Financial Management) Regulations 1996* detail the form and way a local government is to prepare its Statement of Financial Activity.

Regulation 35 of the *Local Government (Financial Management) Regulations 1996* requires a monthly Statement of Financial Position to be prepared.

Expenditure from the municipal fund not included in the annual budget must be authorised in advance by an absolute majority decision of Council pursuant to section 6.8 of the *Local Government Act 1995*.

Fees and charges are imposed in accordance with section 6.16 of the *Local Government Act 1995.* Fees and charges imposed outside of the Annual Budget require an absolute majority decision of Council and must give local public notice of the new fees pursuant to section 6.19 of the *Local Government Act 1995*.

POLICY IMPLICATIONS

Significant Accounting Policies are adopted by Council on an annual basis. These policies are used in the preparation of the statutory reports submitted to Council.

FINANCIAL IMPLICATIONS

Material variances are disclosed in the Statement of Financial Activity.

As part of the adopted 2023/24 Budget, Council adopted the following thresholds as levels of material variances for financial reporting:

That in accordance with regulation 34 (5) of the Local Government (Financial Management) Regulations 1996, and AASB 1031 Materiality, the level to be used in statements of financial activity in 2023/24 for reporting material variances shall be:

a) 10% of the amended budget; or
b) $10,000 of the amended budget;
whichever is greater.

In addition, that the material variance limit be applied to total revenue and expenditure for each Nature and Type classification and capital income and expenditure in the Statement of Financial Activity.

STRATEGIC IMPLICATIONS

The monthly financial report is the key financial reporting mechanism to Council, to provide oversight of the financial management of the local government. This ties into the Strategic Community Plan as follows:

4.9 A financially sustainable Town – Provide financial management services to enable the Town to sustainably provide services to the community.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Inadequate oversight of the financial position of the Town may result in adverse financial trends	Rare (1)	Major (4)	Low (1-4)	FINANCIAL IMPACT $50,000 - $250,000	Manage by monthly review of financial statements and key financial information
Inadequate monitoring of grant funding and expenditure resulting in incorrect income transfers	Possible (3)	Moderate (3)	Moderate (5-9)	FINANCIAL IMPACT $250,001 - $1,000,000	Manage by updating the internal grants register and contract liabilities register each month

RISK MATRIX

Consequence / Likelihood		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Almost Certain	**5**	**Moderate (5)**	**High (10)**	**High (15)**	**Extreme (20)**	**Extreme (25)**
Likely	**4**	**Low (4)**	**Moderate (8)**	**High (12)**	**High (16)**	**Extreme (20)**
Possible	**3**	**Low (3)**	**Moderate (6)**	**Moderate (9)**	**High (12)**	**High (15)**
Unlikely	**2**	**Low (2)**	**Low (4)**	**Moderate (6)**	**Moderate (8)**	**High (10)**
Rare	**1**	**Low (1)**	**Low (2)**	**Low (3)**	**Low (4)**	**Moderate (5)**

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation, and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	9
Does this item need to be added to the Town's Risk Register	Yes
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Not applicable.

COMMENT

This report presents the Statement of Financial Activity by Nature and Type for the month ending 30 April 2024.

The following is a summary of headline numbers from the attached financial report, and explanations for variances is provided in Note 1 of the workbook:

	Original Budget	Current Budget	YTD Budget	YTD Actuals
Opening Surplus	**378,508**	**751,732**	**751,732**	**751,732**
Operating Revenue	11,974,645	12,085,849	11,826,685	11,907,814
Operating Expenditure	(12,611,283)	(12,965,909)	(10,636,751)	(10,144,161)
Capital Expenditure	(22,424,516)	(24,267,046)	(22,167,793)	(21,226,264)
Capital Income	16,151,762	17,465,892	17,339,941	15,400,391
Financing Activities	4,449,554	5,058,139	4,092,180	4,062,697
Non-Cash Items	2,081,330	2,063,530	1,702,442	1,456,052
Closing Surplus/(Deficit)	**0**	**192,187**	**2,908,436**	**2,208,261**

The YTD closing surplus is lower than the YTD budget primarily due to a variance against non-operating income. This relates to income transfers that have yet to be processed for the East Fremantle Oval Redevelopment and the Fremantle City Women's Football Club projects, as well as grant payments that will be recouped on completion of these projects.

The Executive Summary in the workbook provides an overview of key indicators for the month. Further comments are provided below:

- Rate Notices were issued on the 19 July. The Town received $10.7M in rates and charges revenue (including rates, ESL, service charges) by the end of April, equating to 96.80% of total rates and charges paid.
- Capital works are progressing with a financial completion rate of 87% against the full year budget.
- The EF Oval Redevelopment Project expenditure recognised in 2023/24 against the EF Oval Project is $20.3M, bringing the total Project Costs to Date to $33.3M, representing 96.18% of the total Project Budget.

Budget Variations:

Review of operational budget of the East Fremantle Community Park by Belgravia has resulted in an increase in the expected loss of the venue for 2023/24 financial year. On this basis it is recommended to increase the overall loss from -$102,825 to -$133,637, so an increase in loss of $30,812.

Belgravia Leisure has advised that the adjustments to the operating budget for May and June 2024 reflect strategic decisions and external collaborations aimed at enhancing service delivery:

- An additional $20,000 has been allocated to support marketing efforts.
- Additional budget to cover legal costs to manage the complex Liquor License application process.

This adjustment will impact on the operational expenditure in the 2023/24 budget. As such recommending the increase be absorbed from the unallocated closing surplus in 2023/24.

General ledger	Account description	Current Budget	Amended Budget	Change in Net Current Assets	Comment
E11251	East Fremantle Oval Precinct Operational Expenses	$430,000	$460,812	**($30,812)**	Increase in expected operational loss for 23/24 by management operator at the East Fremantle Community Park.
Total		**$430,000**	**$460,812**	**($30,812)**	

Further, additional roll-on turf is recommended to finalise works on the Eastern Bank. A quote has been obtained to supply and lay 2500m2 of turf, including preparing the soil, for a total cost of $40,000 ex GST. This compares to a cost of $37,500 ex GST to supply and install stolons and provide maintenance to coverage. Given the small additional cost for turf installation, this option is recommended. It is also recommended that this budget variation be funded from the forecast unallocated surplus.

General ledger	Account description	Current Budget	Amended Budget	Change in Net Current Assets	Comment
E11746	East Fremantle Oval – Dog Park and Eastern Bank Works	$333,000	$373,000	**($40,000)**	Supply and lay 2500m2 of roll-on turf to the Eastern Bank
Total		**$333,000**	**$373,000**	**($40,000)**	

End of Year Reserve Transfers

Council is requested to approve the following reserve transfers for the 2023/24 financial year in order to complete end of year accounting processes and to inform opening balances for the 2024/25 Budget. The amount to be transferred for the East Fremantle Oval Redevelopment Reserve will be dependent on final project expenditure at 30 June.

Type Description	COA	Description	Current Budg	Total Acti	Revised Forecast 30 June 2023	Notes	Balance to be Transferred
Capital Income	000340	TRANSFER FROM PLANT RESERVE	-$50,407.00	$0.00	-$50,407.00	Vehicle changeover 23/24. Transfer recommended	-$50,407.17
Capital Expenditure	000214	TRANSFER TO OLD POLICE STATION RESERVE	$30,137.00	$0.00	$0.00	No transfer recommended. Lease proceeds from the Old Police Station has been fully used	$0.00
Capital Income	002434	TRANSFER FROM OLD POLICE STATION RESERVE	-$16,244.00	-$11,195.41	$0.00	on maintenance of civic precinct buildings'.	$0.00
Capital Expenditure	000219	TRANSFER TO ARTS AND SCULPTURE RESERVE	$30,000.00	$0.00	$30,000.00	Transfer to as per adopted budget	$30,000.00
Capital Income	000347	TRANSFER FROM ARTS AND SCULPTURE RESERVE	-$45,000.00	$0.00	$0.00	No transfer recommended. No capital works expended.	$0.00
Capital Income	00341	TRANSFER FROM STRATEGIC ASSET MANAGEMENT RESERVE	-$64,920.00	$0.00	-$64,920.00	Transfer to as per adopted budget	-$64,920.03
Capital Expenditure	002425	TRANSFER TO TOWN PLANNING (OPEX) GEN	$50,000.00	$0.00	$50,000.00	Transfer to as per adopted budget	$50,000.00
Capital Income	002427	TRANSFER FROM DRAINAGE GEN	-$60,000.00	$0.00	-$60,000.00	Fund capex E12833 and maintenace E12263	-$60,000.00
Capital Expenditure	002421	TRANSFER TO EAST FREMANTLE OVAL REDEVELOPMENT GEN	$936,111.00	$520,884.50	$525,226.50	As per previous transfers amount will depend on final interest transferred	$525,226.50
Capital Income	002428	TRANSFER FROM EAST FREMANTLE OVAL REDEVELOPMENT GEN	-$1,137,013.00	-$0.18	-$1,137,013.00	As per mid year review. Amount to be transferred will depend on final project expenditure.	-$1,137,012.82
Capital Income	002429	TRANSFER FROM PRESTON POINT FACILITIES RESERVE	-$145,290.00	$0.00	-$145,290.00	Transfer to as per adopted budget	-$145,290.00
Capital Expenditure	002424	TRANSFER TO SUSTAINABILITY AND ENVIRONMENTAL PROJECTS GEN	$133,830.00	$0.00	$133,830.00	Transfer to as per adopted budget	$133,830.00
Capital Income	002431	TRANSFER FROM SUSTAINABILITY AND ENVIRONMENTAL PROJECTS	$0.00	$0.00	$0.00	No transfer, LED lighting project to be funded in 24/25	$0.00
Capital Expenditure	002426	TRANSFER TO BUSINESS IMPROVEMENT (OPEX) GEN	$100,000.00	$0.00	$100,000.00	Transfer to as per adopted budget	$100,000.00
Capital Income	00352	TRANSFER FROM STRATEGIC WASTE RESERVE GEN	-$326,684.00	$0.00	$0.00	No transfer as decision on RRG ceasation still being finalised.	$0.00
Capital Expenditure	002439	TRANSFER TO STRATEGIC WASTE RESERVE	$180,000.00	$180,000.00	$0.00	Transfer already processed	$0.00
		NET RESERVE TRANSFERS	**-$385,480.00**	**$689,688.91**	**-$618,573.50**		**-$618,573.52**

CONCLUSION

Council is requested to receive the Monthly Financial Report for the month ended April 2024, approve the schedule of budget variations and reserve transfers as submitted.

13.1 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 012105

OFFICER RECOMMENDATION:

Moved Cr McPhail, seconded Cr Wilson

That Council:

1. **receives the Monthly Financial Report for the month ended 30 April 2024, as presented as attachment 1 to this report, inclusive of:**
   - **(i) Statement of Financial Activity by Nature and Type**
   - **(ii) Statement of Financial Position**
   - **(iii) Capital Expenditure Report**
2. **notes the unrestricted municipal surplus of $2,208,261 for the month ended 30 April 2024.**
3. **pursuant to section 6.8 of the *Local Government Act 1995*, approves by absolute majority the schedule of budget variations below, resulting in a reduction of ($30,812) in net current assets at 30 June 2024, deriving an estimated closing surplus of $161,375.**

General ledger	Account description	Current Budget	Amended Budget	Change in Net Current Assets	Comment
E11251	East Fremantle Oval Precinct Operational Expenses	$430,000	$460,812	($30,812)	Increase in expected operational loss for 23/24 by management operator at the East Fremantle Community Park.
Total		$430,000	$460,812	($30,812)	

4. **(Excised)**
5. **approves and authorises amendment of the current budget to reflect the end of year transfers (to)/from cash-backed reserves for the 2023/24 financial year, noting that the exact amount to be transferred for the East Fremantle Oval Redevelopment Reserve will depend on final project expenditure as at 30 June 2024.**

Type Description	COA	Description	Current Budg	Total Acti	Revised Forecast 30 June 2023	Notes	Balance to be Transferred
Capital Income	000340	TRANSFER FROM PLANT RESERVE	-$50,407.00	$0.00	-$50,407.00	Vehicle changeover 23/24. Transfer recommended	-$50,407
Capital Expenditure	000214	TRANSFER TO OLD POLICE STATION RESERVE	$30,137.00	$0.00	$0.00	No transfer recommended. Lease proceeds from the Old Police Station has been fully used	$0
Capital Income	002434	TRANSFER FROM OLD POLICE STATION RESERVE	-$16,244.00	-$11,195.41	$0.00	on maintenance of civic precinct buildings'.	$0
Capital Expenditure	000219	TRANSFER TO ARTS AND SCULPTURE RESERVE	$30,000.00	$0.00	$30,000.00	Transfer to as per adopted budget	$30,000
Capital Income	000347	TRANSFER FROM ARTS AND SCULPTURE RESERVE	-$45,000.00	$0.00	$0.00	No transfer recommended. No capital works expended.	$0
Capital Income	00341	TRANSFER FROM STRATEGIC ASSET MANAGEMENT RESERVE	-$64,920.00	$0.00	-$64,920.00	Transfer to as per adopted budget	-$64,920
Capital Expenditure	002425	TRANSFER TO TOWN PLANNING (OPEX) GEN	$50,000.00	$0.00	$50,000.00	Transfer to as per adopted budget	$50,000
Capital Income	002427	TRANSFER FROM DRAINAGE GEN	-$60,000.00	$0.00	-$60,000.00	Fund capex E12833 and maintenace E12263	-$60,000
Capital Expenditure	002421	TRANSFER TO EAST FREMANTLE OVAL REDEVELOPMENT GEN	$936,111.00	$520,884.50	$525,226.50	As per previous transfers amount will depend on final interest transferred	$525,226
Capital Income	002428	TRANSFER FROM EAST FREMANTLE OVAL REDEVELOPMENT GEN	-$1,137,013.00	-$0.18	-$1,137,013.00	As per mid year review. Amount to be transferred will depend on final project expenditure.	-$1,137,012
Capital Income	002429	TRANSFER FROM PRESTON POINT FACILITIES RESERVE	-$145,290.00	$0.00	-$145,290.00	Transfer to as per adopted budget	-$145,290
Capital Expenditure	002424	TRANSFER TO SUSTAINABILITY AND ENVIRONMENTAL PROJECTS GEN	$133,830.00	$0.00	$133,830.00	Transfer to as per adopted budget	$133,830
Capital Income	002431	TRANSFER FROM SUSTAINABILITY AND ENVIRONMENTAL PROJECTS	$0.00	$0.00	$0.00	No transfer, LED lighting project to be funded in 24/25	$0
Capital Expenditure	002426	TRANSFER TO BUSINESS IMPROVEMENT (OPEX) GEN	$100,000.00	$0.00	$100,000.00	Transfer to as per adopted budget	$100,000
Capital Income	00352	TRANSFER FROM STRATEGIC WASTE RESERVE GEN	-$326,684.00	$0.00	$0.00	No transfer as decision on RRG ceasation still being finalised.	$0
Capital Expenditure	002439	TRANSFER TO STRATEGIC WASTE RESERVE	$180,000.00	$180,000.00	$0.00	Transfer already processed	$0
		NET RESERVE TRANSFERS	-$385,480.00	$689,688.91	-$618,573.50		-$618,573

(CARRIED UNANIMOUSLY BY AN ABSOLUTE MAJORITY 9:0)

For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, Natale, Maywood, White & McPhail.**

Against: **Nil**

Mayor O'Neill declared a proximity interest in the following recommendation and left the meeting at 6.56pm.
In the absence of the Presiding Member, the Deputy Mayor, Cr Natale, assumed the Chair.

Council Resolution 022105

OFFICER RECOMMENDATION:

Moved Cr White, seconded Cr Harrington

That Council:

4. **pursuant to section 6.8 of the *Local Government Act 1995*, approves by absolute majority the schedule of budget variations below, resulting in a reduction of ($40,000) in net current assets at 30 June 2024, deriving an estimated closing surplus of $121,375.**

General ledger	Account description	Current Budget	Amended Budget	Change in Net Current Assets	Comment
E11746	East Fremantle Oval – Dog Park and Eastern Bank Works	$333,000	$373,000	($40,000)	Supply and lay 2500m2 of roll-on turf to the Eastern Bank
Total		$333,000	$373,000	($40,000)	

(CARRIED UNANIMOUSLY BY AN ABSOLUTE MAJORITY 8:0)

For: **Crs White, Wilson, Collinson, Donovan, Harrington, Natale, Maywood & McPhail.**

Against: **Nil**

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE

MONTHLY FINANCIAL REPORT
(Containing the Statements of Financial Activity and Financial Position)
For the period ended 30 April 2024

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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TOWN OF EAST FREMANTLE
FOR THE PERIOD ENDED 30 APRIL 2024

KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)

	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
Opening	$0.75 M	$0.75 M	$0.75 M	$0.00 M
Closing	$0.19 M	$2.91 M	$2.21 M	($0.70 M)

Refer to Statement of Financial Activity

Cash and cash equivalents

	$7.89 M	% of total
Unrestricted Cash	$3.53 M	44.7%
Restricted Cash	$4.36 M	55.3%

Refer to 3 - Cash and Cash Investments

Payables

	$1.21 M	% Outstanding
Trade Payables	$0.59 M	
0 to 30 Days		0.0%
Over 30 Days		0.0%
Over 90 Days		0.0%

Receivables

	$0.17 M	% Collected
Rates Receivable	$0.36 M	96.8%
Trade Receivable	$0.17 M	% Outstanding
Over 30 Days		88.1%
Over 90 Days		2.0%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
$1.18 M	$2.89 M	$3.22 M	$0.33 M

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual	$9.12 M	% Variance
YTD Budget	$9.13 M	(0.0%)

Refer to 8 - Rate Revenue

Grants and Contributions

YTD Actual	$0.76 M	% Variance
YTD Budget	$0.78 M	(2.2%)

Refer to 10 - Grants and Contributions

Fees and Charges

YTD Actual	$1.34 M	% Variance
YTD Budget	$1.30 M	3.3%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
($6.80 M)	($4.83 M)	($5.83 M)	($1.00 M)

Refer to Statement of Financial Activity

Proceeds on sale

YTD Actual	$0.07 M	%
Adopted Budget	$0.17 M	(61.8%)

Refer to 6 - Disposal of Assets

Asset Acquisition

YTD Actual	$0.40 M	% Spent
Adopted Budget	$0.67 M	(41.1%)

Refer to 5 - Capital Acquisitions

Capital Grants

YTD Actual	$15.33 M	% Received
Adopted Budget	$17.29 M	(11.3%)

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities

Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)
$5.06 M	$4.09 M	$4.06 M	($0.03 M)

Refer to Statement of Financial Activity

Borrowings

Principal repayments	($0.00 M)
Interest expense	$0.00 M
Principal due	$4.90 M

Refer to 9 - Borrowings

Reserves

Reserves balance	$3.33 M
Interest earned	$0.47 M

Refer to 4 - Cash Reserves

Report Preparation

Prepared by:	Manager Finance
Reviewed by:	Executive Manager Corporate Services
Date Prepared:	8/05/2024

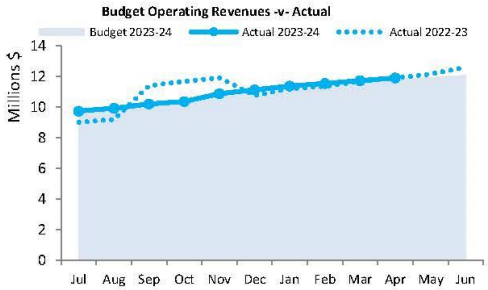
This information is to be read in conjunction with the accompanying Financial Statements and notes.

TOWN OF EAST FREMANTLE
FOR THE PERIOD ENDED 30 APRIL 2024

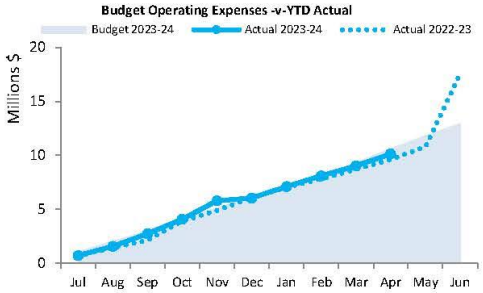
KEY INFORMATION - GRAPHICAL

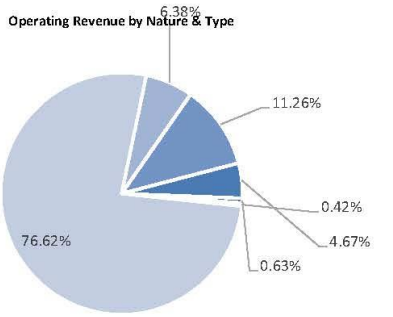
OPERATING ACTIVITIES

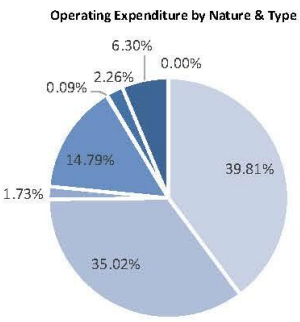
OPERATING REVENUE



OPERATING EXPENSES





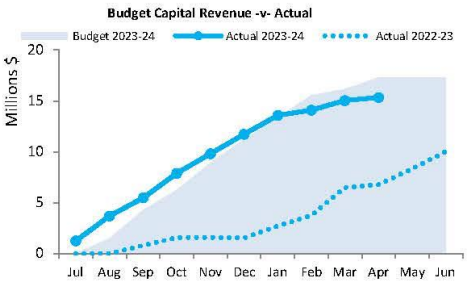


Rates
Grants, subsidies and contribution
Fees and charges
Interest revenue
Other revenue
Profit on asset disposals

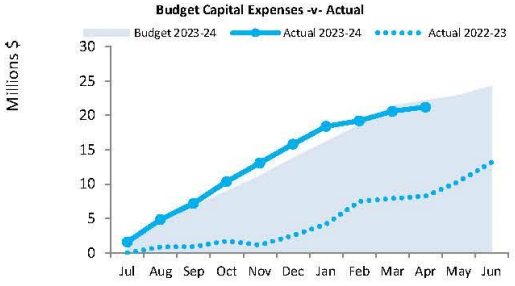
Employee costs
Materials and contracts
Utility charges
Depreciation
Finance costs
Insurance
Other expenditure
Loss on asset disposals

INVESTING ACTIVITIES

CAPITAL REVENUE



CAPITAL EXPENSES



Closing funding surplus / (deficit)



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2024

	Note	Current Budget (a)	YTD Budget (b)	YTD Actual (c)	Variance* $ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
		$	$	$	$	%	
OPERATING ACTIVITIES							
Revenue from operating activities							
Rates	8	9,125,610	9,125,610	**9,124,003**	(1,607)	(0.02%)	
Grants, subsidies and contributions	10	848,836	777,028	**760,137**	(16,891)	(2.17%)	▼
Fees and charges		1,472,963	1,298,350	**1,341,227**	42,877	3.30%	▲
Interest revenue		479,440	469,530	**556,682**	87,152	18.56%	▲
Other revenue		56,000	53,167	**75,450**	22,283	41.91%	▲
Profit on asset disposals	6	103,000	103,000	**50,315**	(52,685)	(51.15%)	▼
		12,085,849	**11,826,685**	**11,907,814**	81,129	0.69%	
Expenditure from operating activities							
Employee costs		(4,969,094)	(4,211,958)	**(4,038,553)**	173,405	4.12%	▼
Materials and contracts		(4,410,704)	(3,451,862)	**(3,552,001)**	(100,139)	(2.90%)	▲
Utility charges		(243,950)	(196,458)	**(175,801)**	20,657	10.51%	▼
Depreciation		(2,166,530)	(1,805,442)	**(1,500,480)**	304,962	16.89%	▼
Finance costs		(134,490)	(5,157)	**(8,927)**	(3,770)	(73.10%)	▲
Insurance		(258,240)	(258,240)	**(229,133)**	29,107	11.27%	▼
Other expenditure		(782,901)	(707,634)	**(639,266)**	68,368	9.66%	▼
Loss on asset disposals	6	0	0	**0**	0	0.00%	
		(12,965,909)	**(10,636,751)**	**(10,144,161)**	492,590	4.63%	
Non-cash amounts excluded from operating activities	2(b)	2,063,530	1,702,442	**1,456,052**	(246,390)	(14.47%)	▼
Amount attributable to operating activities		**1,183,470**	**2,892,376**	**3,219,705**	327,329	11.32%	
INVESTING ACTIVITIES							
Proceeds from capital grants, subsidies and contributions	10	17,294,491	17,277,654	**15,334,973**	(1,942,681)	(11.24%)	▼
Proceeds from disposal of assets	6	171,401	62,287	**65,418**	3,131	5.03%	
Payments for property, plant and equipment	5	(23,650,046)	(21,704,457)	**(20,830,560)**	873,897	4.03%	▼
Payments for construction of infrastructure	5	(617,000)	(463,336)	**(395,704)**	67,632	14.60%	▼
Amount attributable to investing activities		**(6,801,154)**	**(4,827,852)**	**(5,825,873)**	(998,021)	(20.67%)	
FINANCING ACTIVITIES							
Proceeds from new debentures	9	4,800,000	4,800,000	**4,800,000**	0	0.00%	
Transfer from reserves	4	1,845,558	11,196	**11,196**	0	0.00%	
Repayment of borrowings	9	(77,534)	(3,713)	**(3,713)**	0	0.00%	
Payments for principal portion of lease liabilities		(49,807)	(43,901)	**(43,901)**	0	0.00%	
Transfer to reserves	4	(1,460,078)	(671,402)	**(700,885)**	(29,483)	(4.39%)	▼
Amount attributable to financing activities		**5,058,139**	**4,092,180**	**4,062,697**	(29,483)	(0.72%)	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		751,732	751,732	**751,732**	0	0.00%	
Amount attributable to operating activities		1,183,470	2,892,376	**3,219,705**	327,329	11.32%	▲
Amount attributable to investing activities		(6,801,154)	(4,827,852)	**(5,825,873)**	(998,021)	(20.67%)	▼
Amount attributable to financing activities		5,058,139	4,092,180	**4,062,697**	(29,483)	(0.72%)	▼
Surplus or deficit after imposition of general rates		**192,187**	**2,908,436**	**2,208,261**	(700,174)	(24.07%)	▼

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

* Refer to Note 1 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 APRIL 2024

	Note	30 June 2023	30 April 2024
		$	$
CURRENT ASSETS			
Cash and cash equivalents	3	14,631,561	7,889,636
Trade and other receivables		741,694	654,560
Contract assets		6,829	0
Other assets		160,902	0
TOTAL CURRENT ASSETS		15,540,986	8,544,196
NON-CURRENT ASSETS			
Trade and other receivables		96,650	90,763
Other financial assets		81,490	81,490
Investment in associate		871,324	871,324
Property, plant and equipment		41,422,143	61,460,868
Infrastructure		45,730,099	45,454,115
Right-of-use assets		208,607	156,547
TOTAL NON-CURRENT ASSETS		88,410,313	108,115,107
TOTAL ASSETS		103,951,299	116,659,303
CURRENT LIABILITIES			
Trade and other payables		4,750,979	1,214,981
Other liabilities		6,642,115	1,033,155
Lease liabilities		44,114	213
Borrowings	9	5,068	1,355
Employee related provisions		757,227	759,179
Other provisions	11	268,434	268,434
TOTAL CURRENT LIABILITIES		12,467,937	3,277,317
NON-CURRENT LIABILITIES			
Lease liabilities		198,300	198,300
Borrowings	9	94,112	4,894,112
Employee related provisions		125,624	125,624
TOTAL NON-CURRENT LIABILITIES		418,036	5,218,036
TOTAL LIABILITIES		12,885,973	8,495,353
NET ASSETS		**91,065,326**	**108,163,950**
EQUITY			
Retained surplus		38,114,941	54,523,876
Reserve accounts	4	2,638,933	3,328,622
Revaluation surplus		50,311,452	50,311,452
TOTAL EQUITY		**91,065,326**	**108,163,950**

This statement is to be read in conjunction with the accompanying notes.

Movement in Equity	**17,098,624**
Explained by:	
Amount attributed to operating activities	3,219,710
Proceeds from capital activities	14,568,603
Net reserves movement	(689,689)
	17,098,624

TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2024

1 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.
The material variance adopted by Council for the 2023-24 year is $10,000 or 10.00% whichever is the greater.

Description	Var. $	Var. %	Var.	Timing / Permanent	Explanation
	$	%			
Revenue from operating activities					
Rates	(1,607)	(0.02%)		Timing	No material variance
Grants, subsidies and contributions	(16,891)	(2.17%)	▼	Timing	No material variance
Fees and charges	42,877	3.30%	▲	Timing	No material variance
Interest revenue	87,152	18.56%	▲	Permanent	Interest on municipal investments higher than expected at this point in time. Interest received from rates higher than budgeted.
Other revenue	22,283	41.91%	▲	Timing	Unbudgeted Workcover compensation claims
Profit on asset disposals	(52,685)	(51.15%)	▼	Timing	Schedule of disposal of vehicles and plant delayed.
Expenditure from operating activities					
Employee costs	173,405	4.12%	▼	Timing	Favourable
Materials and contracts	(100,139)	(2.90%)	▲	Timing	Unfavourable - No material variance
Utility charges	20,657	10.51%	▼	Timing	Favourable
Depreciation	304,962	16.89%	▼	Timing	Favourable
Finance costs	(3,770)	(73.10%)	▲	Timing	No material variance
Insurance	29,107	11.27%	▼	Timing	Favourable
Other expenditure	68,368	9.66%	▼	Timing	Councillor training expenses below budget to date $34.8k Building service levy below expected budget by $9.9k Contributions for regional waste mangement below budget by $8.8k Councillor sitting fees below budget to date $5k Contribution to SOuth West Group below budget to date $3k
Loss on asset disposals	0	0.00%		No variance	
Non-cash amounts excluded from operating activities	(246,390)	(14.47%)	▼	Timing	No material variance
Investing Activities					
Proceeds from capital grants, subsidies and contributions	(1,942,681)	(11.24%)	▼	Timing	See Note 10 Grants & Contributions for more detailed information
Proceeds from disposal of assets	3,131	5.03%		Timing	Schedule of disposal of vehicles and plant delayed.
Payments for property, plant and equipment	873,897	4.03%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information
Payments for construction of infrastructure	67,632	14.60%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information
Financing Activities					
Proceeds from new debentures	0	0.00%		No variance	
Transfer from reserves	0	0.00%		No variance	
Repayment of borrowings	0	0.00%		No variance	
Payments for principal portion of lease liabilities	0	0.00%		No variance	
Transfer to reserves	(29,483)	(4.39%)	▼	No variance	Unfavourable - No material variance
Surplus or deficit at the start of the financial year	0	0.00%		Permanent	Pending finalisation of annual report
Surplus or deficit after imposition of general rates	(700,174)	(24.07%)	▼	Timing	Due to variances described above

TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2024

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Net current assets used in the Statement of Financial Activity

	Note	Current Budget Closing 30 June 2024	Last Year Closing 30 June 2023	Year to Date 30 April 2024
Current assets		$	$	$
Cash and cash equivalents	3	4,786,568	14,631,561	7,889,636
Trade and other receivables		252,401	741,694	654,560
Contract assets	8	0	6,829	0
Other assets	8	52,099	160,902	0
		5,091,068	15,540,986	8,544,196
Less: current liabilities				
Trade and other payables	9	(1,854,815)	(4,750,979)	(1,214,981)
Other liabilities	11	(71,910)	(6,642,115)	(1,033,155)
Lease liabilities	10	0	(44,114)	(213)
Borrowings	9	(4,820,670)	(5,068)	(1,355)
Employee related provisions	11	(675,173)	(757,227)	(759,179)
Other provisions	11	(43,530)	(268,434)	(268,434)
		(7,466,098)	(12,467,937)	(3,277,317)
Net current assets		**(2,375,030)**	**3,073,049**	**5,266,879**
Less: Total adjustments to net current assets	2(c)	2,567,217	(2,321,317)	(3,058,620)
Closing funding surplus / (deficit)		**192,187**	**751,732**	**2,208,261**

(b) Non-cash amounts excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

Non-cash amounts excluded from operating activities		Current Budget	YTD Budget (a)	YTD Actual (b)
		$	$	$
Adjustments to operating activities				
Less: Profit on asset disposals	6	(103,000)	(103,000)	(50,315)
Add: Loss on asset disposals	6	0	0	0
Add: Depreciation		2,166,530	1,805,442	1,500,480
- Pensioner deferred rates		0	0	5,887
Total non-cash amounts excluded from operating activities		**2,063,530**	**1,702,442**	**1,456,052**

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

		Current Budget Opening 30 June 2024	Last Year Closing 30 June 2023	Year to Date 30 April 2024
		$	$	$
Adjustments to net current assets				
Less: Reserve accounts	4	(2,253,453)	(2,638,933)	(3,328,622)
- Current portion of borrowings	9	4,820,670	5,068	1,355
- Current portion of lease liabilities	10	0	44,114	213
- Current provision for equity contribution - Investment in Associate			268,434	268,434
Total adjustments to net current assets	2(a)	**2,567,217**	**(2,321,317)**	**(3,058,620)**

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

3 CASH AND CASH INVESTMENTS

Description	Unrestricted	Restricted	Total Cash	Institution	Risk Rating (LT)	Interest Rate	Maturity Date
	$	$	$				
Cash Deposits							
Municipal Bank Account	2,207,030	0	2,207,030	CBA	AA-		At Call
Municipal Bonds & Deposits Account	629,109	0	629,109	CBA	AA-		At Call
Cash On Hand	800	0	800	Petty Cash/Till Float			On Hand
Term Deposits							
Pooled (Muni, Reserves, Bonds and Grants)			2,048,970	SUNCORP	A-	4.90%	Jun 24
Pooled (Muni, Reserves, Bonds and Grants)	690,920	4,361,777	2,000,000	NAB	AA-	4.25%	May 24
Pooled (Muni, Reserves, Bonds and Grants)			1,003,726	NAB	AA-	4.25%	May 24
Total	**3,527,859**	**4,361,777**	**7,889,636**			**4.51%**	
Comprising							
Cash and cash equivalents	3,527,859	4,361,777	7,889,636				
	3,527,859	**4,361,777**	**7,889,636**				

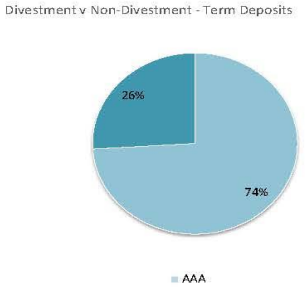
Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.

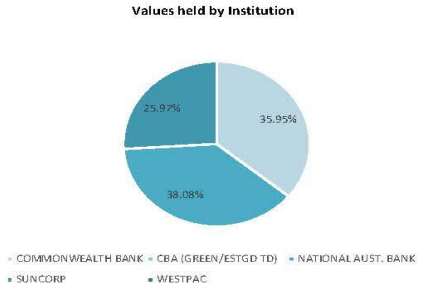
Comments/Notes - Investments and Cash Deposits

INSTITUTION	$	(LT) RISK	%
COMMONWEALTH BANK	$2,836,140	AA-	35.95%
CBA (GREEN/ESTGD TD)	$0	AA-	0.00%
NATIONAL AUST. BANK	$3,003,726	AA-	38.08%
SUNCORP	$2,048,970	AA-	25.97%
WESTPAC	$0	AA-	0.00%
	$7,888,836		**100.00%**

(LT) RISK RATING	PORTFOLIO	$	%
AAA	MAX 100%	$0	0%
AA-	MAX 100%	$5,839,866	74%
AA (GREEN TERM DEPOSITS)	MAX 100%	$0	0%
A- (DIVESTMENT)	MAX 100%	$2,048,970	26%
BBB+ (DIVESTMENT)	MAX 80%	$0	0%
		$7,888,836	100%

The Town obtains quotes from three (3) financial institutions prior to placing investments. This ensures the Town is receiving the best return on investment possible. The amount the Town invests is dependent on cash flow requirements for business operations and capital works for upcoming months. As the financial year progresses, the Town's cash holdings decreases which means less investment of Municipal funds.
The current monetary policy imposed by the Reserve Bank of Australia (RBA) is driving the interest rate environment.
The Town's investment policy precludes investing in term deposits for more than 12 months.

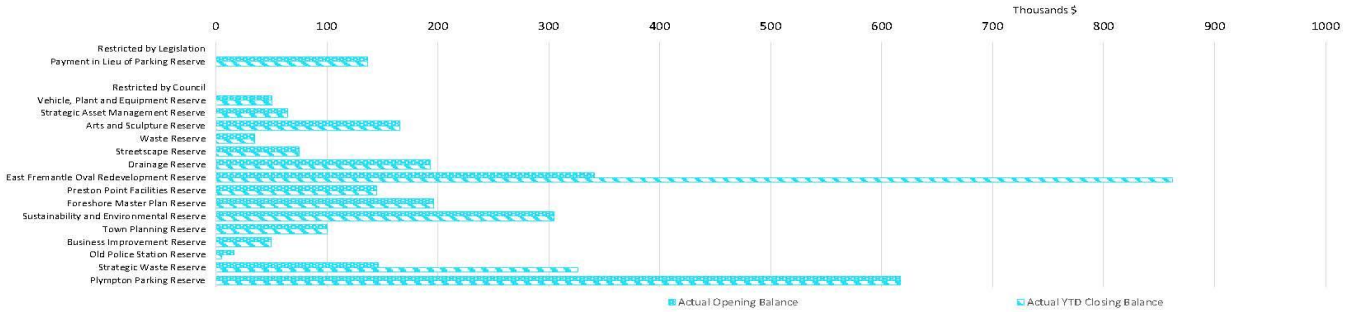




TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

4 RESERVE ACCOUNTS

	ORIGINAL				CURRENT								
Reserve name	Budget Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	$	$	$	$	$	$	$	$	$	$	$	$	$
Restricted by Legislation													
Payment in Lieu of Parking Reserve	137,010	0	0	137,010	137,010	0	0	137,010	137,010	0	0	0	137,010
Restricted by Council													
Vehicle, Plant and Equipment Reserve	50,407	0	0	50,407	50,407	0	(50,407)	0	50,407	0	0	0	50,407
Strategic Asset Management Reserve	64,920	0	0	64,920	64,920	0	(64,920)	0	64,920	0	0	0	64,920
Arts and Sculpture Reserve	165,664	30,000	(45,000)	150,664	165,664	30,000	(45,000)	150,664	165,664	0	0	0	165,664
Waste Reserve	35,000	0	0	35,000	35,000	0	0	35,000	35,000	0	0	0	35,000
Streetscape Reserve	75,000	0	0	75,000	75,000	0	0	75,000	75,000	0	0	0	75,000
Drainage Reserve	216,000	0	0	216,000	193,293	0	(60,000)	133,293	193,293	0	0	0	193,293
East Fremantle Oval Redevelopment Reserve	532,641	936,111	(688,879)	779,873	341,431	936,111	(1,137,013)	140,529	341,431	471,063	49,821	(0)	862,315
Preston Point Facilities Reserve	65,290	0	(30,000)	35,290	145,290	0	(145,290)	0	145,290	0	0	0	145,290
Foreshore Master Plan Reserve	213,618	0	0	213,618	196,344	0	0	196,344	196,344	0	0	0	196,344
Sustainability and Environmental Reserve	304,723	133,830	(310,000)	128,553	304,723	133,830	0	438,553	304,723	0	0	0	304,723
Town Planning Reserve	100,000	50,000	0	150,000	100,000	50,000	0	150,000	100,000	0	0	0	100,000
Business Improvement Reserve	50,000	100,000	0	150,000	50,000	100,000	0	150,000	50,000	0	0	0	50,000
Old Police Station Reserve	16,500	30,137	(16,244)	30,393	16,500	30,137	(16,244)	30,393	16,500	0	0	(11,195)	5,305
Strategic Waste Reserve	146,684	180,000	(326,684)	0	146,684	180,000	(326,684)	0	146,684	0	180,000	0	326,684
Plympton Parking Reserve	616,666	0	0	616,666	616,667	0	0	616,667	616,667	0	0	0	616,667
	2,790,123	**1,460,078**	**(1,416,807)**	**2,833,394**	**2,638,933**	**1,460,078**	**(1,845,558)**	**2,253,453**	**2,638,933**	**471,063**	**229,821**	**(11,196)**	**3,328,622**



TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

5 CAPITAL ACQUISITIONS

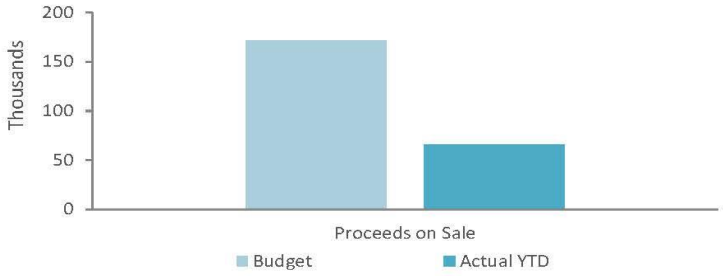
Account	Description	Adopted Budget	Current Budget	YTD Budget	YTD Actual	Order Value	Total Actual	Variance (Under)/Over	Completion	Comments
		$	$				$	$		
Plant & Equipment		**706,200**	**370,705**	**276,675**	**87,733**	**169,507**	**257,239**	**113,465**	**24%**	
E04629	VW Tiguan SUV (CEO)	46,200	0	0	0	0	0		0%	Vehicle sold, not for replacement
E04629	Mitsubishi Eclipse Cross (EMCS)	40,000	0	0	0	0	0		0%	Vehicle to be sold, not fof replacement
E07405	Ford Focus Trend Sedan (EV vehicle)	40,000	38,341	38,341	38,341	0	38,341		100%	EV arrived Aug 2023
E08607	Vehicle Replacement CHSP	0	42,364	42,364	45,437	0	45,437		107%	Vehicles due for arrival April 2024
E10648	VW Golf Alltrack Wagon (EMRS)	40,000	0	0	0	0	0		0%	
E11716	Mustang R16S Skidsteer	75,000	77,000	50,970	3,955	0	3,955		5%	Seeking quotes
E11716	Ford Ranger Single Cab Ute	35,000	35,000	0	0	31,872	31,872		0%	Vehicle arrived, fitting out before June 2024
E11716	Cage Trailer	5,000	5,000	0	0	0	0		0%	Trailer delivered Nov 2023
E11716	Works Supervisor Ute	0	28,000	0	0	39,747	39,747		0%	Vehicle arrived
E11720	Torro Master 7000	0	30,000	30,000	0	26,067	26,067		0%	Mower ordered, due for arrival July 2024
E11685	Public Art	45,000	45,000	45,000	0	0	0		0%	
E12810	Upgrade Street Lights LED Project	310,000	0	0	0	0	0		0%	Project likely 24/25
E12812	Isuzu 4.5T Tipper	70,000	70,000	70,000	0	71,820	71,820		0%	Truck ordered, due for delivery July 2024
Furniture & Equipment		**25,000**	**49,500**	**29,500**	**18,730**	**1,980**	**20,710**	**28,790**	**38%**	
E04634	Furniture & Equipment - IT Equipment - Capex - New - Administration	25,000	30,000	10,000	0	0	0		0%	
E04635	EV Charging Station	0	19,500	19,500	18,730	1,980	20,710		96%	Installed in Feb 2024
Buildings		**21,021,316**	**23,334,841**	**21,491,482**	**20,811,397**	**1,436,822**	**22,248,220**	**1,086,621**	**89%**	
E14604	Buildings - Depot Administration Building and Surrounds	0	105,000	93,200	105,744	0	105,744		101%	Completed
E14605	Buildings - Specialised - Capex - Renewal - Unclassified Property	80,000	100,000	100,000	118,332	200	118,532		118%	Completed
E11623	Buildings - EFJFF and EFICC Clubroom - Henry Jeffrey Pavillion	0	15,000	15,000	0	0	0		0%	
E11736	EF Yacht Club - Dinghy Storage and Training Facility CSRFF Cont.	30,000	30,000	30,000	30,552	0	30,552		102%	
E11738	Buildings - East Fremantle Oval Precinct Redevelopment	19,776,296	21,654,942	20,299,381	20,231,944	475,508	20,707,452		93%	
E11747	East Fremantle Oval Precinct - Advanced trees and bushes	20,000	20,000	20,000	3,185	0	3,185		16%	Trees in stock, to be planted June 2024
E11746	East Fremantle Oval Precinct - Off Leash Dog Exercise Area	195,020	333,000	248,470	255,117	94,165	349,282		77%	Turf installed May 2024
E11748	East Fremantle Oval Precinct - Solar Installation	0	110,000	36,667	0	0	0			
E11739	Buildings - Specialised - Capex - Fremantle Women's Football Club	920,000	966,899	648,764	66,523	866,950	933,473		7%	Works progressing, due for completion Aug 2024
Infrastructure - roads		**80,000**	**72,399**	**0**	**0**	**71,230**	**71,230**	**1,169**	**0%**	
INF620R	Penhurst Road resurfacing project between Fraser Street and Pier Street	80,000	72,399	0	0	71,230	71,230		0%	Works commenced May 2024, to be completed June 2024
Infrastructure - drainage		**100,000**	**17,601**	**17,601**	**17,601**	**0**	**17,601**	**0**	**100%**	
E12833	Capex - Drainage Rationalisation - Foreshore	100,000	17,601	17,601	17,601	0	17,601		100%	Works completed
Infrastructure - parks & ovals		**207,000**	**165,000**	**125,000**	**55,108**	**38,548**	**93,657**	**71,343**	**33%**	
E11743	Infrastructure - Parks & Ovals - Playground - Various Upgrades	20,000	20,000	20,000	8,771	10,328	19,099		44%	Parts ordered, waiting delivery
E11742	Infrastructure - Parks & Ovals - Retic Controllers	32,000	0	0	0	0	0		0%	Completed
E11741	Infrastructure - Parks & Ovals - Retic Upgrades	70,000	60,000	20,000	30,710	1,946	32,657		51%	To be completed before June 2024
E11726	Infrastructure - Parks & Ovals - Bores and Pumps - Stratford Street Park	50,000	50,000	50,000	0	0	0		0%	To be completed before June 2024
E11734	Capex - BBQ Replacement	10,000	10,000	10,000	0	10,175	10,175		0%	Completed
E11735	Capex - Bench Seats - Various Locations	15,000	15,000	15,000	0	16,099	16,099		0%	Completed
E11745	Infrastructure - Parks & Ovals - Ancillary - Drink Fountains	10,000	10,000	10,000	15,627	0	15,627		156%	Completed
Infrastructure - car parks		**15,000**	**22,000**	**0**	**11,501**	**0**	**11,501**	**10,499**	**52%**	
INF660R	Carparks - General Allocation	15,000	11,500	0	11,501	0	11,501		100%	Completed
E12738	Carparks - General Allocation	0	10,500	0	0	0	0		0%	Works planned May 2024
Infrastructure - footpaths		**270,000**	**235,000**	**227,535**	**224,194**	**0**	**224,194**	**10,806**	**95%**	
E12740	Footpath Renewal - Clayton St	55,000	55,000	55,000	58,069	0	58,069		106%	Completed
	Footpath Renewal - Clayton St (west side)	115,000	100,000	100,000	97,867	0	97,867		98%	Completed
E12801	George Street - general paving repairs	30,000	10,000	2,535	2,535	0	2,535		25%	Completed
E12837	Footpaths - Canning Highway (south side), between Bedford and Moss	70,000	70,000	70,000	65,723	0	65,723		94%	Completed
		22,424,516	**24,267,046**	**22,167,793**	**21,226,264**	**1,718,087**	**22,944,351**	**1,322,695**	**87%**	

- Total Actual < Current Budget
- No Current Budget
- No YTD Actual
- Total Actual > Current Budget

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget Net Book Value	Budget Proceeds	Budget Profit	Budget (Loss)	YTD Actual Net Book Value	YTD Actual Proceeds	YTD Actual Profit	YTD Actual (Loss)
		$	$	$	$	$	$	$	$
	Plant and equipment								
PEMV273	CEO Vehicle	14,360	30,495	22,340	0	14,360	30,495	16,135	0
PEMV272	EMRS Vehicle	8,658	0	0	0	0	0	0	0
PEMV268	EMCS Vehicle	5,682	18,000	15,318	0	0	0	0	0
PEMV264	PEHO Vehicle (Pooled Vehicle)	0	10,650	11,000	0	0	10,650	10,650	0
PEMV265	Isuzu 4.5T Tipper	20,000	30,000	10,000	0	0	0	0	0
PE278	Mustang R165 Skidsteer	37,914	37,914	0	0	0	0	0	0
PEMV262	Ford Ranger Single Cab Ute	0	11,200	11,200	0	0	0	0	0
PEMV266	Works Supervisor Vehicle	0	21,142	21,142	0	743	24,273	23,530	0
PE268	Toro Z Master 7000	0	12,000	12,000	0	0	0	0	0
		86,614	**171,401**	**103,000**	**0**	**15,103**	**65,418**	**50,315**	**0**

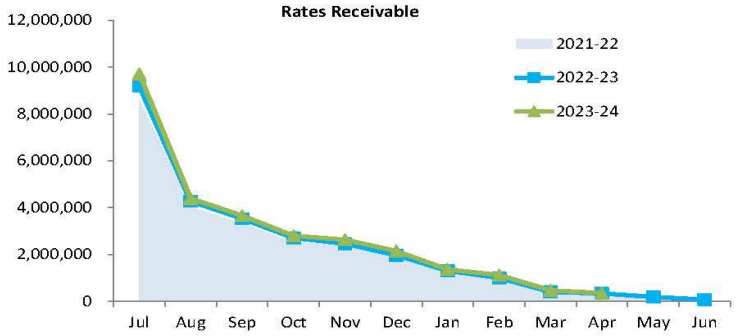


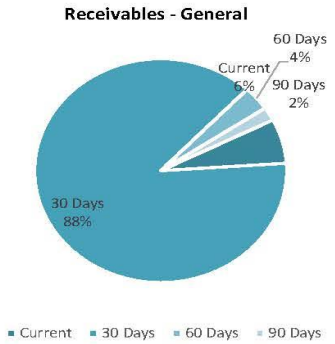
TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

7 RECEIVABLES

Rates receivable	30 June 2023	30 Apr 2024
	$	$
Opening arrears previous years	44,860	77,232
Levied this year	10,504,457	10,967,004
Less - collections to date	(10,472,085)	(10,687,827)
Net rates collectable	**77,232**	**356,409**
% Collected		96.8%

Other Receivables	Current	30 Days	60 Days	90+ Days	Total
	$	$	$	$	$
Receivables - general	5,892	80,699	3,211	1,797	91,599
Receivables - infringements					62,947
East Fremantle Lawn & Tennis Club					15,000
Total receivables general outstanding					**169,546**
Amounts shown above include GST (where applicable)					



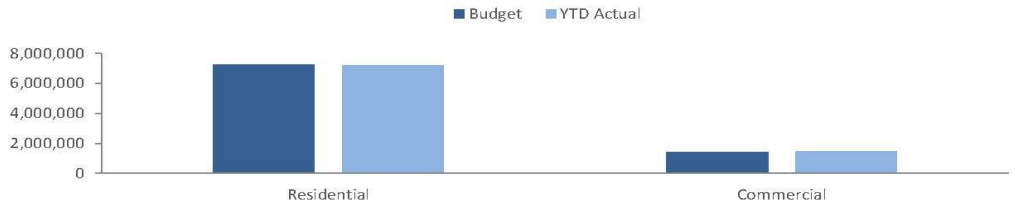


TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

8 RATE REVENUE

General rate revenue

					Budget			YTD Actual	
	Rate in $ (cents)	Number of Properties	Rateable Value	Rate Revenue	Reassessed Rate Revenue	Total Revenue	Rate Revenue	Reassessed Rate Revenue	Total Revenue
RATE TYPE				$	$	$	$	$	$
Gross rental value									
Residential	0.068930	2,964	104,528,640	7,205,159	50,000	7,255,159	7,205,159	16,564	7,221,723
Commercial	0.116840	119	12,639,425	1,439,790	0	1,439,790	1,439,790	31,829	1,471,619
Sub-Total		**3,083**	**117,168,065**	**8,644,949**	**50,000**	**8,694,949**	**8,644,949**	**48,393**	**8,693,342**
Minimum payment	**Minimum Payment $**								
Gross rental value									
Residential	1,243.00	336	5,242,540	417,648	0	417,648	417,648	0	417,648
Commercial	1,859.00	7	62,500	13,013	0	13,013	13,013	0	13,013
Sub-total		**343**	**5,305,040**	**430,661**	**0**	**430,661**	**430,661**	**0**	**430,661**
Total						**9,125,610**			**9,124,003**





TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

9 BORROWINGS

Repayments - borrowings

Information on borrowings			New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	1 July 2023	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		$	$	$	$	$	$	$	$	$
EF Oval Precinct Redevelopment	185	0	4,800,000	4,800,000	0	(72,634)	4,800,000	4,727,366	0	121,333
SMRC - Administration Building*	2-6	99,180	0	0	(3,713)	(4,900)	95,467	94,280	3,312	0
Total		**99,180**	**4,800,000**	**4,800,000**	**(3,713)**	**(77,534)**	**4,895,467**	**4,821,646**	**3,312**	**121,333**
Current borrowings		1,355					1,355			
Non-current borrowings		97,825					4,894,112			
		99,180					**4,895,467**			

All debenture repayments were financed by general purpose revenue.
* The SMRC Administration Building loan is funded from the participants quarterly contributions towards the Office Project. The Town's share of liability is 5.41%.

New borrowings 2023-24

Particulars	Amount Borrowed Actual	Amount Borrowed Budget	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used) Actual	Amount (Used) Budget	Balance Unspent
	$	$				$	%	$	$	$
EF Oval Precinct Redevelopment	4,800,000	4,800,000	WATC	Fixed	20	3,131,329	4.82	4,800,000	4,800,000	0
	4,800,000	**4,800,000**				**3,131,329**		**4,800,000**	**4,800,000**	**0**

A firm loan quote has been executed and the loan funding date is 1 November 2023.

Unspent borrowings

The Town has no unspent debenture funds as at 30th June 2023, nor is it expected to have unspent funds as at 30th June 2024.

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

10 GRANTS, SUBSIDIES AND CONTRIBUTIONS

OPERATING CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
			$	$	$	$
General Purpose Funding						
Grants Commission - General	WALGGC	Untied - General Purpose	191,670	8,596	6,447	6,447
Grants Commission - Roads	WALGGC	Untied - Road	85,665	4,665	3,498	3,499
Education and Welfare						
Commonwealth Home Support Programme	Commonwealth Dep. Health	Commonwealth Home Support Programme	668,578	668,578	612,886	612,886
Carers Association of WA	Carers Association of WA	Carers Week Activity		0	0	700
Recreation and Culture						
East Fremantle Festival	Port Authority/LotteryWest	East Fremantle Festival Funding	38,000	28,000	28,000	27,273
Sea Wall Works	DBCA	Foreshore Erosion Control and Seawalls	0	75,000	75,000	75,000
CHRMAP Funding			0	17,046	17,046	7,496
Community Amenities						
Bus Shelter - Maintenance Assistance Scheme	Public Transport Authority	Bus Shelter Maintenance	4,100	4,100	4,100	2,652
Better Bins - GO:FOGO	State Government		0	7,550	7,550	1,684
Transport						
Direct Grant	Main Roads	Direct Grant	19,245	22,501	22,501	22,501
Street Lighting Subsidy	Main Roads	Street Lighting Subsidy	4,800	4,800	0	0
Stirling Bridge Verge Maintenance Agreement	Main Roads	Stirling Highway Verge Maint. Agreement	8,000	8,000	0	0
			1,020,058	**848,836**	**777,028**	**760,137**

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
Recreation and Culture			$	$	$	$
East Fremantle Oval Redevelopment	State Government	Election Commitment - EF Oval Redevelopment	14,053,237	14,690,969	14,690,969	13,812,583
East Fremantle Oval Redevelopment	Lotterywest	Towards a multi-use community space and nature playground	672,530	1,305,147	1,305,147	1,305,147
East Fremantle Oval Redevelopment	AFL Facilities Fund		250,000	250,000	250,000	0
East Fremantle Oval Redevelopment	East Fremantle Football Club	Contribution for joinery works	0	58,706	58,706	72,587
Fremantle City Womens Football Club	State Government	Election Commitment	800,000	775,738	895,737	60,475
Fremantle City Womens Football Club	Soccer Club Contribution		120,000	120,000	0	0
Transport						
Federal Government Stimulus Payment (Phase 4)	Department of Infrastructure	Local Roads and Community Infrastructure Program	84,181	84,181	67,345	84,181
Administration						
Charge Up Project	State Government - Department of Mines, Industry Regulation and Safety	Town Hall EV Charger	0	9,750	9,750	0
			15,979,948	**17,294,491**	**17,277,654**	**15,334,973**

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2024

11 BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

Description	Date	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		$	$
Annual Budget Adoption			0
General Purpose Grants - Grants Commission	15 Aug 23	-191,670	-191,670
General Purpose Grants (Roads) - Grants Commission	15 Aug 23	-85,665	-277,335
EF Oval Redevelopment Project			
Capex - EF Oval Redevelopment	15 Aug 23	-1,271,806	-1,549,141
DLGSC Grant - EF Oval Redevelopment	15 Aug 23	1,394,962	-154,179
LotteryWest Grant - EF Oval Redevelopment	15 Aug 23	158,620	4,441
AFL Facilities Funding	15 Aug 23	-95,518	-91,077
Loan Borrowings	15 Aug 23	0	-91,077
Transfer to EF Oval Redevelopment Reserve	15 Aug 23	-148,068	-239,145
Transfer from EF Oval Redevelopment Reserve	15 Aug 23	67,802	-171,343
Fremantle Womens Soccer Club Project			
Capex - Fremantle Womens Soccer Club Project	15 Aug 23	53,311	-118,032
Non-Operating Grants and Contributions	15 Aug 23	-122,184	-240,216
Transfer from Preston Point Reserve	15 Aug 23	80,000	-160,216
Seawall Reinstatement Works			
Operating Grants - Sea Wall Works	15 Aug 23	75,000	-85,216
Foreshore Erosion Control and Seawalls	15 Aug 23	-75,000	-160,216
General			
EFBC Operating Subsidy	15 Aug 23	-22,000	-182,216
Election Expenses	15 Aug 23	-40,000	-222,216
Town Planning Consulting	15 Aug 23	-28,474	-250,690
CHRMAP Funding	15 Aug 23	17,046	-233,644
Strategic and Business Planning Consultancy	15 Aug 23	-17,000	-250,644
Insurance Expenses - Administration	15 Aug 23	14,983	-235,661
Mooring Jetty Maintenance	15 Aug 23	-40,000	-275,661
Better Bins Funding	15 Aug 23	7,550	-268,111
Plant and Equipment - Light Fleet	15 Aug 23	-28,000	-296,111
Plant and Equipment - Mobile Plant	15 Aug 23	-30,000	-326,111
Proceeds from Sale of Plant	15 Aug 23	33,142	-292,969
Transfer from Plant Reserve	15 Aug 23	50,407	-242,562
Rates and Services Billing			
Rates Levied	15 Aug 23	1,627	-240,935
Swimming Pool Inspection Fees	15 Aug 23	7,565	-233,370
Commercial Waste Charges	15 Aug 23	2,177	-231,193
Additional Residential Waste Charges	15 Aug 23	4,509	-226,684
Sporting Club Waste Charges	15 Aug 23	935	-225,749
Financial Assistance Grants			
General Purpose Grants - Grants Commission	19 Sep 23	8,596	-217,153
General Purpose Grants (Roads) - Grants Commission	19 Sep 23	4,665	-212,488
Depot hardstand extension and drainage			
Capex - Depot hardstand extension and drainage	19 Sep 23	-87,000	-299,488
Capex - Buildings (general)	19 Sep 23	27,000	-272,488
Transfer from Drainage Reserve	19 Sep 23	60,000	-212,488
EV Charger			
Capex - EV charger	19 Sep 23	-19,500	-231,988
Non-Operating Grants and Contributions	19 Sep 23	9,750	-222,238
Henry Jeffrey Pavilion			
Capex - Henry Jeffrey Pavilion	19 Sep 23	-15,000	-237,238
Transfer from Preston Point Reserve	19 Sep 23	15,000	-222,238
General			
Strategic and Business Planning Consultancy	19 Sep 23	-14,030	-236,268
Plant and Equipment - Light Fleet			
Plant and Equipment - CHSP	19 Sep 23	-42,364	-278,632
DLGSC Grant - EF Oval Redevelopment	17 Oct 23	-757,230	-1,035,862
LotteryWest Grant - EF Oval Redevelopment	17 Oct 23	473,997	-561,865
AFL Facilities Funding	17 Oct 23	95,518	-466,347
Non-Operating Grants and Contributions	17 Oct 23	97,922	-368,425
Capex - EF Oval Redevelopment	17 Oct 23	-523,706	-892,131
Transfer from EF Oval Redevelopment Reserve	17 Oct 23	465,000	-427,131
Non-Operating Contribution - EFFC	17 Oct 23	58,706	-368,425
Interest Earnings - Reserves	17 Oct 23	200,000	-168,425
Transfer to EF Oval Redevelopment Reserve	17 Oct 23	-200,000	-368,425
Capex - Fremantle Womens Soccer Club Project	21 Nov 23	-100,210	-468,635
Transfer from Preston Point Reserve	21 Nov 23	20,290	-448,345
Transfer from Strategic Asset Management Reserve	21 Nov 23	64,920	-383,425
Drainage Maintenance	21 Nov 23	15,000	-368,425
Mid-year adopted adjustments	19 Mar 24		
Rates levied		30,601	-337,824
Operating grants and contributions		-6,744	-344,568
Fees and charges		-86,788	-431,356
Interest revenue		90,000	-341,356
Other revenue		14,000	-327,356
Materials and contracts		-175,904	-503,260
Utility charges		14,000	-489,260
Other expenditure		21,799	-467,461
Proceeds from disposal of assets		-33,555	-501,016
Property plant and equipment		322,879	-178,137
Infrastructure		152,000	-26,137
Transfer from reserves		-150,000	-176,137
Borrowings		-4,900	-181,037
Capex - Penhurst Street resurfacing	16 Apr 24	-72,399	-253,436
Capex - Drainage rationalisation - Foreshore	16 Apr 24	42,399	-211,037
Capex - Infrastructure - Parks & Ovals - Retic controllers	16 Apr 24	10,000	-201,037
Capex - George Street - general paving repairs	16 Apr 24	20,000	-181,037
Capex - Navy League Carpark	16 Apr 24	-10,500	-191,537
Donations	16 Apr 24	7,000	-184,537
Capex - Carpark general	16 Apr 24	3,500	-181,037
EF Oval Redevelopment Project			
Capex - EF Oval Redevelopment - Forecast variations	16 Apr 24	-181,334	-362,371
Transfer from EF Oval Redevelopment Reserve	16 Apr 24	181,334	-181,037
Capex - EF Oval Redevelopment - Consultant and contingency	16 Apr 24	-106,800	-287,837
Transfer from EF Oval Redevelopment Reserve	16 Apr 24	106,800	-181,037
23/24 Budget Opening Surplus	**378,508**		
23/24 Actual B/F Surplus (as per AFS)	**751,732**	**373,224**	**192,187**

Mayor O'Neill returned to the meeting at 7.02pm and resumed the Chair. It was noted that he did not speak or vote on the previous Item.

13.2 ACCOUNTS FOR PAYMENT APRIL 24

Report Reference Number	OCR-2740
Prepared by	Natalie McGill Senior Finance Officer
Supervised by	Phil Garoni Finance Manager
Meeting date	Tuesday, 21 May 2024
Voting requirements	Simple Majority
Documents tabled	Nil

Attachments

1. List of Accounts for Payment – April 2024

PURPOSE

That Council, in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, receives the list of payments made under delegated authority for the month ending 30 April 2024.

EXECUTIVE SUMMARY

Council has an Executive role in receiving the list of payments pursuant to regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*. It is therefore recommended that Council receives the List of Accounts paid for the period 1 April to 30 April 2024, as per the summary table.

BACKGROUND

The Chief Executive Officer has delegated authority to make payments from the Municipal and Trust Accounts in accordance with budget allocations.

The Town provides payments to suppliers by electronic funds transfer, cheque, or credit card. Attached are itemised lists of all payments made under delegated authority during the said period.

The bulk of payments are processed by electronic funds transfer (EFT) except for the occasional reimbursements and refunds.

CONSULTATION

Nil.

STATUTORY ENVIRONMENT

Regulation 13 of the *Local Government (Financial Management) Regulations 1996* (as amended) requires local governments to prepare a list of payments made under delegated authority to be prepared and presented to Council monthly.

A new regulation has been added to the *Local Government (Financial Management) Regulations 1996* to increase transparency and accountability in local government, through greater oversight of incidental spending.

Regulation 13A covers purchasing cards issued by local governments to their employees. Purchasing cards use a local government approved line of credit that allows for the timely payment of goods and services acquired in the ordinary course of business.

Purchasing cards include the following:

- business or corporate credit cards
- debit cards.
- store cards.
- fuel cards.
- taxi cards.

Other than debit cards, purchasing cards all require a separate payment to the card provider.

Purchasing cards do not include:

- non-reloadable gift cards – these cards are not connected to a local government account or intended to be used as a means of making ordinary business transactions.
- pre-loaded purchase or credit card advances – these are cash advances and should be recorded and acquitted accordingly.
- SmartRider cards that are centrally controlled for general use – if these cards are managed under the cash advance provisions.

POLICY IMPLICATIONS

Policy 2.1.3 Purchasing. All supplier payments are approved under delegated authority pursuant to the authorisation limits outlined in Council's Purchasing Policy.

FINANCIAL IMPLICATIONS

All expenditure is incurred by authorised officers and made in accordance with the adopted Annual Budget.
All amounts quoted in this report are inclusive of GST.

STRATEGIC IMPLICATIONS

A proactive, approachable Council which values community consultation, transparency, and accountability
5.1 Strengthen organisational accountability and transparency.
5.2 Strive for excellence in leadership and governance.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That Council does not accept the list of payments	**Rare (1)**	**Moderate (3)**	**Low (1-4)**	**COMPLIANCE Minor regulatory or statutory impact**	**Accept Officer Recommendation**

RISK MATRIX

~~Consequence~~	Insignificant	Minor	Moderate	Major	Extreme

Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation, and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	**3**
Does this item need to be added to the Town's Risk Register	**No**
Is a Risk Treatment Plan Required	**No**

SITE INSPECTION

N/A

COMMENT

Payments for the period include the following significant items.

Payee	Particulars	Amount (GST inc)
COOPER & OXLEY GROUP PTY LTD - GENERAL	RFT08-2021/22 EF OVAL REDEVELOPMENT PRINCIPAL CONTRACTOR - CERTIFICATE 16	$613,315.78
INTEGRATED MANAGEMENT CONSULTANTS PTY LTD T/AS MELVILLE MAZDA	SUPPLY AND DELIVERY OF 2 X MAZDA 2 G15 PURE AUTO SEDANS FOR CHSP	$ 50,411.70
J & V EARTHMOVING CONTRACTORS	REMOVE EXISTING FOOTPATH, REINSTATE FOOTPATH, PLAYGROUP FOOTPATH 19MX1.5M, PRAM RAMP REMOVALS 20 RAMPS, 2M2 PER RAMP, NEW 20 RAMPS REPLACEMENT, CONCRETE CUTTING 80 LINEAL M	$ 49,923.06
RESOURCE RECOVERY GROUP (SMRC)	WASTE & RECYCLING FEES – MARCH 24	$ 47,527.16
VEOLIA RECYCLING & RECOVERY	WASTE & RECYCLING FEES – MARCH 24	$ 39,052.28
WA FENCEWORKS PTY LTD	280 LINEAL M 1500MM BLACK POWDERCOATED CHAINMESH FENCING - EF OVAL DOG PARK, 2 X PEDESTRAIN ACCESS GATES 1500MM X 1500MM BLACK POWDERCOATED CHAINMESH FENCING, 1 X VEHICLE ACCESS GATE 1500MM X 3200MM BLACK POWDERCOATED CHAINMESH FENCING - SUPPLY & INSTALL CHAINMESH SECURITY FECING & GATES - VARIATION TO THE EFO DOG PARK FENCE ALIGNMENT AND HEIGHT	$ 38,852.79

KOOL LINE ELECTRICAL & REFRIGERATION	TOWN HALL - 6X REPLACEMENT LIGHTS. MOORING PEN JETTIES - RETROFIT FAULTY JETTY LIGHTS TO LED, TOWN HALL - RECORDS ROOM 2X LIGHT FITTING REPLACEMENTS, TRICOLORE - REMOVE FAULTY EVAP A/C UNIT & SUPPLY & INSTALL REPLACEMENT, TOWN HALL - AFTER HOURS FAULT FINDING & REPAIRS TO 5X SENSORS & REPAIRS TO LIGHTING CIRCUIT IN POD, WAUHOP OVAL - REPLACE 7X FAULTY LIGHTING LAMPS & 2X CONTROL TRAYS & GLYDE-IN - SUPPLY & INSTALL 4X RCD'S TO REPLACE EXISTING CIRCUIT BREAKERS, MERV COWAN BICENTENNIAL FALLS - PUMP REMOVAL & REPLACEMENT AND SUPPLY REPLACEMENT PUMP FOR MERV COWAN WATERFALL	$ 37,059.00
THE TRUSTEE FOR BELGRAVIA LEISURE UNIT TRUST	OPERATOR AGREEMENT - EAST FREMANTLE OVAL PRECINCT - PRE-OPENING SERVICES FEE - APRIL 24	$ 27,007.42
FOCUS NETWORKS	RFT04-2021/22- MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - MARCH 24, RFT04-2021/22 MANAGED ICT SERVICES - SOFTWARE AS A SERVICE (SAAS) AND MANAGED HARDWARE - APRIL 24, QU7491G - REMOVAL OF OLD SQL AND THEREFORE SOFTWARE, VMWARE CRITICAL SECURITY UPDATE AND BING EASY POST MAILROOM 6 APPLICATION	$ 24,338.07
PTC IRRIGATION	REPAIR MAIN LINE IRRIGATION BREAK AT MERV COWAN PONDS, DEVELOP BORE AT LOCKE PARK, 10 X DATACOIL DECODERS FOR SPORTS GROUNDS, INSTALLATION OF IRRIGATION TO EASTERN BANK AT EF COMMUNITY PARK - CLAIM 4, SUPPLY 10 CUBIC METRES OF CLEAN SAND FOR BACKFILLING PIPE TRENCHES, 20X LENGHTS OF 40MM PIPE, FITTINGS AND 1 X CABLE PIT AND INSTALLATION OF IRRIGATION TO EASTERN BANK AT EF COMMUNITY PARK - FINAL CLAIM- VARIATIONS	$ 19,094.31

CONCLUSION

Nil

13.2 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 032105

OFFICER RECOMMENDATION:
Moved Cr Wilson, seconded Cr McPhail

That Council in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, receives the list of payments made under delegated authority for the month ended 30 April 2024.

April 2024		
Voucher No	**Account**	**Amount**
Cheque 5398 - 5399	**Municipal (Cheques)**	**$92.20**
EFT 37172—37327	**Municipal (EFT)**	**$1,234,228.93**
Payroll	**Municipal (EFT)**	**$469,061.83**
	Municipal (Direct Debit April 2024)	**$57,186.34**

	Credit Card (April 2024)	**$2,390.63**
	Total Payments	**$1,762,959.93**

(CARRIED UNANIMOUSLY 9:0)

For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, Natale, White, Maywood & McPhail.**

Against: **Nil**

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE

List of Accounts paid by the Chief Executive for April 2024 submitted for the information of the Council Meeting to be held on Tuesday 21 May 2024

Cheque	Payment Date	Supplier	Description	Inv Amount	Cheque
5398	10/04/2024	DEPARTMENT OF TRANSPORT	12 MONTHS REGISTRATION FOR TRAILER 1TZJ061	25.30	25.30
5399	10/04/2024	TOWN OF EAST FREMANTLE	ADMIN PETTY CASH RECOUP - MARCH 24	66.90	66.90
			CHEQUE TOTAL	92.20	92.20
EFTS		**Supplier**	**Description**	**Inv Amount**	**EFT**
EFT37172	05/04/2024	J BUXTON-BALL	MOORING PEN DEPOSIT REFUND	862.05	862.05
EFT37173	05/04/2024	THE ROMAN CATHOLIC ARCHBISHOP OF PERTH	INFRASTRUCTURE BOND REFUND	5,000.00	5,000.00
EFT37174	05/04/2024	M SYMES	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT37175	05/04/2024	K ROSENTHAL	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT37176	05/04/2024	PERTH PATIO MAGIC	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT37177	05/04/2024	J CALLAGHAN	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT37178	10/04/2024	AUSTRALIA POST	MONTHLY POSTAL CHARGES - MARCH 24	736.26	736.26
EFT37179	10/04/2024	APACE AID (INC)	APACE NATIVE PLANT SALE - 23/24 - SUBSIDISED BY WATER CORP	6,250.00	6,250.00
EFT37180	10/04/2024	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS APRIL 24	476.87	476.87
EFT37181	10/04/2024	BUNNINGS BLDG SUPPLIES LTD	MATERIALS FOR ROAD AND STREET REPAIRS	172.52	172.52
EFT37182	10/04/2024	BOC LIMITED	CONTAINER SERVICE - MARCH 2024	22.57	22.57
EFT37183	10/04/2024	CITY OF COCKBURN	TIP FEES - MARCH 2024	840.00	840.00
EFT37184	10/04/2024	CITY OF FREMANTLE	RRG - LEGAL & CONSULTING FEES 1/3 SHARED COSTS	9,528.65	
			BETTER BINS PLUS - PLASTIC FREE JULY SUBSCRIPTION 2024	636.62	10,165.27
EFT37185	10/04/2024	S LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 08/04/24	15.00	15.00
EFT37186	10/04/2024	MCLEODS	PROFESSIONAL FEES - LEGAL ADVICE	955.90	955.90
EFT37187	10/04/2024	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE USE 22/02/24 - 21/03/24	169.98	169.98
EFT37188	10/04/2024	WATER CORPORATION	WATER USE AND SERVICE CHARGES - VARIOUS LOCATIONS	8,227.63	8,227.63
EFT37189	10/04/2024	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	12,789.07	12,789.07
EFT37190	10/04/2024	JONATHAN EPPS	ARBORIST REPORT & RISK ASSESSMENT	495.00	495.00
EFT37191	10/04/2024	FLEXI STAFF PTY LTD	LABOUR HIRE - OPERATIONS 18/03 - 22/03	1,888.56	
			LABOUR HIRE - OPERATIONS 25/03- 28/03	1,916.75	3,805.31
EFT37192	10/04/2024	TOTAL PACKAGING (WA) PTY LTD	20 BOXES OF BIODEGRADABLE DOG BAGS	1,258.40	1,258.40
EFT37193	10/04/2024	KOOL LINE ELECTRICAL & REFRIGERATION	SUPPLY REPLACEMENT PUMP FOR MERV COWAN WATERFALL	5,472.50	
			MERV COWAN BICENTENNIAL FALLS - PUMP REMOVAL & REPLACEMENT	2,953.50	8,426.00
EFT37194	10/04/2024	RESOURCE RECOVERY GROUP (SMRC)	STANDING ORDER FOR RRRC OVERHEADS & WCF FIXED COSTS CONTRIBUTIONS - - MARCH 24	8,836.96	
			FOGO GATE FEES FOR MARCH 2024	19,410.28	
			MRF GATE FEES FOR MARCH 2024	5,066.38	
			RED BIN WASTE GATE FEE FOR MARCH 2024	14,213.54	47,527.16
EFT37195	10/04/2024	DEPT OF MINES, INDUSTRY REGULATION & SAFETY	BSL COLLECTED FEBRUARY 24	2,371.08	
			BSL COLLECTED MARCH 24	4,244.11	6,615.19
EFT37196	10/04/2024	HOST DIRECT (HOST CORPORATION PTY LTD)	PROVISION OF TABLE TOP EQUIPMENT FOR THE EAST FREMANTLE COMMUNITY PARK - AS PER SCHEDULE	2,088.90	2,088.90
EFT37197	10/04/2024	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - ADMIN - 26/03/24	9.40	
			WOOLWORTHS PURCHASES - DEPOT - 02/4/24	4.50	
			WOOLWORTHS PURCHASES - CHSP - 02/04/24	10.05	
			WOOLWORTHS PURCHASES - ADMIN - 05/04/24	80.50	
			WOOLWORTHS PURCHASES - DEPOT - 05/04/24	137.37	241.82
EFT37198	10/04/2024	EAST FREMANTLE LAWN TENNIS CLUB	REIMBURSEMENT OF COSTS OF REPLACING FIRE EXTINGUISHERS	272.80	272.80
EFT37199	10/04/2024	LANDSCAPE YARD O'CONNOR	MATERIALS FOR VERGE WORKS	142.00	
			SUMPTON GREEN - SAND FOR FOOTPATH BACKFILL	399.00	
			SUMPTON GREEN - SAND FOR FOOTPATH BACKFILL	199.50	740.50
EFT37200	10/04/2024	KONICA MINOLTA BUSINESS SOLUTIONS	PRINTING AND COPYING - 01/03/24 - 31/03/24	27.01	27.01
EFT37201	10/04/2024	CATALYSE PTY LTD	CATALYSE PRESENTATION TO DEPOT STAFF	660.00	660.00
EFT37202	10/04/2024	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION DETAILS REQUEST FEES - MARCH 2024	272.80	272.80
EFT37203	10/04/2024	SEEK LIMITED	ADVERT CHSP CASUAL 28/03/24	451.00	451.00
EFT37204	10/04/2024	FOCUS NETWORKS	QU7501G - VMWARE CRITICAL SECURITY UPDATE	1,144.00	
			BING EASY POST MAILROOM 6 APPLICATION	4,694.80	5,838.80
EFT37205	10/04/2024	ADCO SERVICES	SUMPTON GREEN - ADDITIONAL PAINTING WORKS - NEW VERANDAH WOOD & SURROUNDS - ADDITIONAL PAINTING	3,465.00	3,465.00
EFT37206	10/04/2024	ENVIRO SWEEP	STREET SWEEPING - RFQ12-2020/21 - MARCH 2024 (INC FUEL SURCHARGE)	4,841.41	4,841.41
EFT37207	10/04/2024	THE TURBAN INDIAN RESTURANT	CATERING - WORKS MEETING 26/03/24	255.70	255.70
EFT37208	10/04/2024	LANDGATE	GRV SCHEDULES 2023/2024 - DATED 03/02/24 TO 16/02/24 AND 02/03/24 TO 15/03/24	89.68	
			SLIP SUBSCRIPTION FEB 2024 - FEB 2025	5,066.00	5,155.68
EFT37209	10/04/2024	PROMPT GLASS	CRICKET CLUB - DAMAGED WINDOW REPLACEMENT	900.00	900.00
EFT37210	10/04/2024	VOCUS COMMUNICATIONS	VOIP SLIP LINES/SERVICES MONTHLY CHARGES -MARCH	318.93	318.93
EFT37211	10/04/2024	SNAP PRINTING	14 X FLEET VEHICLE TOWN LOGO STICKERS & 6 X MAGNETS	778.80	778.80
EFT37212	10/04/2024	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	PAYABLE CREDIT CARD TRANSACTIONS VIA TILL PER MONTH - MARCH 2024	358.75	
			ONGOING MONTHLY CHARGES - HOST CMS INCLUDING LICENSE & COMMUNICATION COSTS, COMPREHENSIVE MAINTENANCE & PARTS PER MONTH - JMARCH 24	176.55	535.30

EFT37213	10/04/2024	STATE WIDE TURF SERVICES	SUPPLY AND LAY 210SQM JUMBO ROLL KIKUYU - HENRY JEFFERY WICKET COVERING	9,292.80	
			SUPPLY AND LAY 182 SQM JUMBO ROLLS OF KIKUYU - HENRY JEFFERY EASTERN GOALS	8,054.05	17,346.85
EFT37214	10/04/2024	VEOLIA RECYCLING & RECOVERY	GENERAL WASTE REMOVAL - 46 EAST STREET - MARCH 24	749.23	749.23
EFT37215	10/04/2024	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 27/03/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 03/04/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 05/04/24	7.00	37.00
EFT37216	10/04/2024	EASY ACCESS LIFTS	CALL OUT TO REPAIR TOWN HALL LIFT FAULT 05/04/24	539.00	
			TOWN HALL - LIFT SERVICE 2023/24 - 2ND VISIT - FEBRUARY 24	717.20	1,256.20
EFT37217	10/04/2024	CONTRA-FLOW PTY LTD	EFFC - OVAL FOOTPATH UPGRADES 3X PERSONNEL + VEHICLE 25 MARCH	2,673.62	
			EFFC - OVAL FOOTPATH UPGRADES 3X PERSONNEL + VEHICLE 26 MARCH	3,505.67	6,179.29
EFT37218	10/04/2024	PTC IRRIGATION	REPAIR MAIN LINE IRRIGATION BREAK AT MERV COWAN PONDS	461.51	
			DEVELOP BORE AT LOCKE PARK	1,650.00	
			SUPPLY 10 CUBIC METRES OF CLEAN SAND FOR BACKFILLING PIPE TRENCHES, 20X LENGHTS OF 40MM PIPE, FITTINGS AND 1 X CABLE PIT	3,143.91	
			INSTALLATION OF IRRIGATION TO EASTERN BANK AT EF COMMUNITY PARK - CLAIM 4	3,103.38	8,358.80
EFT37219	10/04/2024	THE FRUIT BOX GROUP	FRUITBOX TOWN HALL AND DEPOT 26/02/24 - 25/03/24	309.90	309.90
EFT37220	10/04/2024	GRACE RECORDS MANAGEMENT (AUSTRALIA)	STANDING ORDER FOR DOCUMENT SCANNING - DATA STORAGE, USER LICENCES AND HOSTING - MARCH 24	827.92	
			STANDING ORDER FOR STORAGE FEES AND FILE RETRIEVAL - MARCH 24	460.66	1,288.58
EFT37221	10/04/2024	WA FENCEWORKS PTY LTD	EAST FREMANTLE OVAL - OFF LEASH DOG EXERCISE AREA SUPPLY & INSTALL CHAINMESH SECURITY FECING & GATES	9,075.20	
			280 LINEAL M 1500MM BLACK POWDERCOATED CHAINMESH FENCING - EF OVAL DOG PARK, 2 X PEDESTRAIN ACCESS GATES 1500MM X 1500MM BLACK POWDERCOATED CHAINMESH FENCING, 1 X VEHICLE ACCESS GATE 1500MM X 3200MM BLACK POWDERCOATED CHAINMESH FENCING	19,938.25	
			VARIATION TO THE EFO DOG PARK FENCE ALIGNMENT AND HEIGHT	9,839.34	38,852.79
EFT37222	10/04/2024	PAATSCH CONSULTING PTY LTD	RFT01-2020/21 CONTRACT VARIATION 3 - CLIENT LEAD & ASSISTANT CLIENT LEAD - TO 31/03/24	7,218.75	7,218.75
EFT37223	10/04/2024	M2M ONE PTY LTD	TOWN HALL LIFT EMERGENCY SIM CARD - APRIL 24	19.25	19.25
EFT37224	10/04/2024	TPG NETWORK PTY LTD	INTERNET CHARGES 01/03/24 - 31/03/24	1,920.60	1,920.60
EFT37225	10/04/2024	R ROACH	SURVEY EASTERN BANK AT EAST FREMANTLE OVAL	786.50	786.50
EFT37226	10/04/2024	PROTEC ASPHALT	WAUHOP OVAL - REMOVE AND DEMOLISH 2 CONCRETE WALLS ADJACENT TO OVAL	5,280.00	5,280.00
EFT37227	10/04/2024	M LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 08/04/24	15.00	15.00
EFT37228	10/04/2024	J ENGLAND	CHSP VOLUNTEER MEAL REIMBURSEMENT 28/03/24	15.00	15.00
EFT37229	10/04/2024	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 28/03/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 04/04/24	15.00	30.00
EFT37230	10/04/2024	T ABELHA	CHSP VOLUNTEER MEAL REIMBURSEMENT 08/04/24	15.00	15.00
EFT37231	10/04/2024	LO-GO APPOINTMENT (Helene Pty Ltd)	TEMPORARY REPLACEMENT FOR COMMUNICATIONS AND MARKETING POSITION - W/E 23/03/24	1,816.96	1,816.96
EFT37232	10/04/2024	PHOENIX CONTAINERS PTY LTD	SEA CONTAINER HIRE - BOWLING CLUB TEMPORARY RELOCATION FOR EFFC REDEVELOPMENT APRIL 2024	165.00	
			SOCCER CLUB SEA CONTAINER HIRE - APRIL 2024	140.25	305.25
EFT37233	10/04/2024	A CONNELL	NEIGHBOURHOOD LINK CLIENT ACTIVITY 09/01/24 & 06/02/24	120.00	
			NEIGHBOURHOOD LINK CLIENT ACTIVITY - 05/03/24	60.00	180.00
EFT37234	10/04/2024	FORPARK AUSTRALIA	GLASSON PARK - REPLACEMENT SAND WHEEL SCOOP, ULRICH PARK - REPLACEMENT TORNADO BASKET SWING ASSEMBLE & INSTALLATION, ULRICH PARK - COMBINATION PLAY UNIT GUARDRAIL REPLACEMENT, FREIGHT ESTIMATE	9,648.10	9,648.10
EFT37235	10/04/2024	R BOWEN	REIMBURSEMENT OF COST OF PURCHASING CHSP CLIENT BIRTHDAY CARDS	30.00	30.00
EFT37236	10/04/2024	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 28/03/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 04/04/24	15.00	30.00
EFT37237	10/04/2024	J MUIR	CHSP VOLUNTEER MEAL REIMBURSEMENT 28/03/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 04/04/24	15.00	30.00
EFT37238	10/04/2024	VOCUS COMMUNICATIONS (AMCOM PTY LTD)	MANAGED HARDWARE UC ACCESS - 01/05/24 - 31/05/24	202.40	202.40
EFT37239	10/04/2024	BING TECHNOLOGIES PTY LTD	BING MAIL TRIAL - 19/03/24 - 31/03/24	190.39	190.39
EFT37240	10/04/2024	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS APRIL 24	2,223.52	2,223.52
EFT37241	10/04/2024	K ANDREWS	CHSP VOLUNTEER MEAL REIMBURSEMENT 25/03/24	15.00	15.00
EFT37242	10/04/2024	MICHAEL WARD	BUILDING SURVEYOR SERVICES - 26/03/24 - 4 HOURS	400.00	400.00
EFT37243	10/04/2024	R & H PLUMBING AND GAS PTY LTD	SUMPTON GREEN - FAULT FIND & TEST FIRE HOSE REEL	143.00	
			J DOLAN PARK - INSTALL REPLACEMENT DRINKING FOUNTAIN	1,694.00	1,837.00
EFT37244	10/04/2024	DOU HE HAN PTY LTD T/AS THE PAMPHLETEERS	EAST FREMANTLE COMMUNITY PARK - CONSULTATION - LIQOUR LICENSE	510.00	510.00
EFT37245	10/04/2024	COASTLINE MOWERS	REPAIR MS293 CHAINSAW & 3X 3/16 FILES	205.60	205.60
EFT37246	10/04/2024	C CROSBIE	CHARITABLE DONATION - I CROSBIE - SYNCHRONISED SWIMMING NATIONAL TEAM - BRISBANE 03-05 2024	300.00	300.00
EFT37247	10/04/2024	H WHETTERS	REFUND OF OVERPAYMENT OF PLANNING FEES P017/24	1,938.50	1,938.50
EFT37248	10/04/2024	RIAN DAY-JONES	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP - 30/03/24	79.90	79.90

EFT37249	10/04/2024	R ROPER	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP 30/03/24	94.00	94.00
EFT37250	10/04/2024	P HARFORD	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP 02/04/24	75.20	75.20
EFT37251	10/04/2024	I JONES	REFUND OF OVERPAYMENT OF PARKING FEES- LEEUWIN LAUNCHING RAMP 07/04/24	94.00	94.00
EFT37252	10/04/2024	AMPOL AUSTRALIA	FUEL USE 01/03/24-31/03/24	5,631.49	5,631.49
EFT37253	22/04/2024	COOPER & OXLEY GROUP PTY LTD - GENERAL	RFT08 2021/22 EAST FREMANTLE OVAL REDEVELOPMENT - CERTIFICATE 16 - PRINCIPAL CONTRACTOR, CONTRACT VARIATIONS - AS PER DECEMBER 2023 COST REPORT AND EMCS EMAIL DATED 9 JANUARY 2024	613,351.78	613,351.78
EFT37254	24/04/2024	APACE AID (INC)	PURCHASE OF NATIVE TUBESTOCK FOR YOUTH ACTIVITY - SAMSON TREE FESTIVAL - CITY OF FREMANTLE TO COVER 50% OF COST	1,350.00	1,350.00
EFT37255	24/04/2024	CHILD SUPPORT AGENCY	PAYROLL DEDUCTION APRIL 24	476.87	476.87
EFT37256	24/04/2024	BUNNINGS BLDG SUPPLIES LTD	RAPID SET & VARIOUS HARDWARE	301.35	
			STORAGE AND BENCHES PURCHASED FOR BELGRAVIA	2,748.10	
			STORAGE AND BENCHES PURCHASED FOR BELGRAVIA	376.00	
			MATERIALS FOR BUND MAINTENANCE	305.64	3,731.09
EFT37257	24/04/2024	FREMANTLE HERALD	ADVERTISING - DIFFERENTIAL RATE 24/25	440.00	440.00
EFT37258	24/04/2024	S LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 15/04/24	15.00	15.00
EFT37259	24/04/2024	MELVILLE TOYOTA	SERVICE ON TORAGO	807.79	807.79
EFT37260	24/04/2024	MAYOR O'NEILL	SITTING FEES , ICT ALLOWANCE & MAYORAL ALLOWANCE ALLOWANCE- APRIL 24	5,693.34	5,693.34
EFT37261	24/04/2024	TELSTRA LIMITED	CEO MOBILE PHONE USE 01/04/24 - 01/05/24	133.98	
			DEPOT MOBILE BACKUP 04/04/24 - 03/05/24	19.00	
			MONTHLY DATA FEES FOR OPERATIONS & RANGERS TABLETS AND PHONES, RETIC AND VMS TRAILER 23/24 - TO 03/04/24	980.09	1,133.07
EFT37262	24/04/2024	WA FIRE PROTECTION	SUMPTON GREEN - HOSE REEL RE-INSPECTION	97.63	97.63
EFT37263	24/04/2024	SYNERGY	POWER SUPPLY TOWN HALL 19/03/24 - 15/04/24	1,104.04	1,104.04
EFT37264	24/04/2024	TREE PLANTING & WATERING	STREET TREE WATERING 06/02- 01/03	7,936.52	
			STREET TREE WATERING 05/03 - 29/03	7,936.52	15,873.04
EFT37265	24/04/2024	FORESTVALE TREES	SUPPLY 10X 150 LITRE AGONIS FLEXUOSA TREES PLUS DELIVERY	3,828.00	3,828.00
EFT37266	24/04/2024	FLEXI STAFF PTY LTD	LABOUR HIRE - OPERATIONS -02/04 - 05/04	1,888.56	
			LABOUR HIRE - OPERATIONS-08/04/24 - 12/04/24	2,395.94	4,284.50
EFT37267	24/04/2024	KOOL LINE ELECTRICAL & REFRIGERATION	TOWN HALL - 6X REPLACEMENT LIGHTS	621.50	
			MOORING PEN JETTIES - RETROFIT FAULTY JETTY LIGHTS TO LED	4,240.50	
			TOWN HALL - RECORDS ROOM 2X LIGHT FITTING REPLACEMENTS	1,083.50	
			TRICOLORE - REMOVE FAULTY EVAP A/C UNIT & SUPPLY & INSTALL REPLACEMENT	4,334.00	
			MOORING PENS - JETTY C - REPLACE FAULTY CABLE & REINSTATE POWER	2,079.00	
			TOWN HALL - AFTER HOURS FAULT FINDING & REPAIRS TO 5X SENSORS & REPAIRS TO LIGHTING CIRCUIT IN POD	5,291.00	
			WAUHOP OVAL - REPLACE 7X FAULTY LIGHTING LAMPS & 2X CONTROL TRAYS	9,619.50	
			GLYDE-IN - SUPPLY & INSTALL 4X RCD'S TO REPLACE EXISTING CIRCUIT BREAKERS	1,364.00	28,633.00
EFT37268	24/04/2024	HOST DIRECT (HOST CORPORATION PTY LTD)	FURNITURE FITTINGS & EQUIPMENT FOR THE HOSPITALITY AREA OF THE EAST FREMANTLE COMMUNITY PARK	1,342.00	
			BAR AND CLEANING SUPPLIES EF OVAL FACILITIES	4,393.95	
			PROVISION OF TABLE TOP EQUIPMENT FOR THE EAST FREMANTLE COMMUNITY PARK - AS PER EXCEL SCHEDULE	1,829.52	7,565.47
EFT37269	24/04/2024	LIME FLOWERS	1 X ANZAC DAY WREATH - LEEUWIN BARRACKS DAWN SERVICE	140.00	
			FLORAL ARRANGEMENT - TONY NATALE	120.00	
			ANZAC DAY WREATH - RICHMOND PRIMARY SCHOOL - DELIVERED TO CT HARRINGTON	150.00	410.00
EFT37270	24/04/2024	CR. HARRINGTON	SITTING FEES & ICT ALLOWANCE - APRIL 24	1,710.84	1,710.84
EFT37271	24/04/2024	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES DEPOT -15/04/24	32.60	
			WOOLWORTHS PURCHASES - ADMIN -16/04/24	78.60	
			WOOLWORTHS PURCHASES DEPOT - 22/04/24	7.35	118.55
EFT37272	24/04/2024	CR. COLLINSON	SITTING FEES & ICT ALLOWANCE - APRIL 24	1,710.84	1,710.84
EFT37273	24/04/2024	ASSA ABLOY ENTRANCE SYSTEMS AUSTRALIA PTY LTD	TOWN HALL - AUTOMATIC DOOR QUARTERLY MAINTENANCE - APRIL 2024	174.00	174.00
EFT37274	24/04/2024	LANDSCAPE YARD O'CONNOR	SAND FOR BACK FILLING FOOTPATH WORKS	399.00	399.00
EFT37275	24/04/2024	SEEK LIMITED	ADVERT - ADMIN OFFICER REGULATORY SERVICES 12/04/24	473.00	473.00
EFT37276	24/04/2024	FOCUS NETWORKS	RFT04-2021/22- MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - MARCH 24	7,327.10	
			RFT04-2021/22 MANAGED ICT SERVICES - SOFTWARE AS A SERVICE (SAAS) AND MANAGED HARDWARE - APRIL 24	10,292.17	
			QU7491G - REMOVAL OF OLD SQL AND THEREFORE SOFTWARE	880.00	18,499.27
EFT37277	24/04/2024	ADCO SERVICES	SUMPTON GREEN - BUILD & INSTALL PAIR OF ENTRANCE GATES	1,625.80	1,625.80
EFT37278	24/04/2024	LOCALISE PTY LTD	RFQ007-2023/24 - FACILITATE WORKSHOPS TO PREPARE UPDATED CORPORATE BUSINESS PLAN 2024/25 - 2027/28 MAP NEXT STAGES OF IPR - INCEPTION MEETING 19/03, ELT WORKSHOP 27/03 & 03/04, COUNCIL WORKSHOP 10/04. ELT WORKSHOP 2 11/04	5,940.00	5,940.00
EFT37279	24/04/2024	CR. MCPHAIL	SITTING FEES & ICT ALLOWANCE - APRIL 24	1,710.84	1,710.84

EFT37280	24/04/2024	CR. WHITE	SITTING FEES & ICT ALLOWANCE - APRIL 24	1,710.84	1,710.84
EFT37281	24/04/2024	CR. NATALE	SITTING FEES , ICT ALLOWANCE & DEPUTY MAYORAL ALLOWANCE - APRIL 24	2,511.84	2,511.84
EFT37282	24/04/2024	VEOLIA RECYCLING & RECOVERY (FORMALLY SUEZ)	FOGO GREEN BINS - RESIDENTIAL & PRIORITY, GENERAL WASTE RED BINS -RESIDENTIAL & PRIORITY, PARKS & RESERVES , STREET LITTER BINS, RECYCLING YELLOW BINS -RESIDENTIAL & PRIORITY, STREET LITTER BINS, GENERAL WASTE RED BINS - COMMERCIAL, RECYCLING YELLOW BINS -COMMERCIAL, 48-50 ALEXANDRA RD GENERAL WASTE & RECYCLING MARCH 24	39,052.28	39,052.28
EFT37283	24/04/2024	S DANGEN	REIMBURSEMENT OF COST OF RENEWAL OF PASSENGER TRANSPORT DIVERS AUTHORISATION	99.00	99.00
EFT37284	24/04/2024	AMBIUS (RENTOKIL INITIAL PTY LTD)	TOWN HALL PLANT HIRE 27/05/24 - 26/06/24	342.20	342.20
EFT37285	24/04/2024	LINXIO (READY TRACK PTY LTD)	GPS VEHICLE TRACKING - APRIL 2024	155.10	155.10
EFT37286	24/04/2024	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 12/04/24	12.30	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 17/04/24	15.00	
			CHSPVOLUNTEER MEAL REIMBURSEMENT 19/04/24	15.00	42.30
EFT37287	24/04/2024	PTC IRRIGATION	10 X DATACOIL DECODERS FOR SPORTS GROUNDS	2,011.13	
			INSTALLATION OF IRRIGATION TO EASTERN BANK AT EF COMMUNITY PARK - FINAL CLAIM- VARIATIONS	8,724.38	10,735.51
EFT37288	24/04/2024	CR DONOVAN	SITTING FEES & ICT ALLOWANCE - APRIL 24	1,710.84	1,710.84
EFT37289	24/04/2024	M HASTINGS	ENTERTAINMENT - SENIORS CHRISTMAS LUNCH 27/11/23	900.00	900.00
EFT37290	24/04/2024	PAPERSCOUT	TALK OF THE TOWN - AUTUMN EDITION	2,838.00	2,838.00
EFT37291	24/04/2024	K BELL	REFUND OF OVERPAYMET OF PARKING FEES - LEEUWIN LAUNCHING RAMP 29/03/24	9.40	9.40
EFT37292	24/04/2024	M LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 15/04/24	14.30	14.30
EFT37293	24/04/2024	J ENGLAND	CHSP VOLUNTEER MEAL REIMBURSEMENT 18/04/24	15.00	15.00
EFT37294	24/04/2024	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 18/04/24	15.00	15.00
EFT37295	24/04/2024	T ABELHA	CHSP VOLUNTEER MEAL REIMBURSEMENT 15/04/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 22/04/24	15.00	30.00
EFT37296	24/04/2024	CR. WILSON	SITTING FEES & ICT ALLOWANCE - APRIL 24	1,710.84	1,710.84
EFT37297	24/04/2024	SPORTENG	RFQ05-2021/22 EAST FREMANTLE OVAL REDEVELOPMENT - FIELD OF PLAY CONSULTANCY - CONSTRUCTION PHASE SERVICES	2,640.00	2,640.00
EFT37298	24/04/2024	JACKSON MCDONALD BARRISTERS & SOLICITORS	LEGAL FEES JACKSON MCDONALD - EAST FREMANTLE OVAL REDEVELOPMENT 2023/24 - 10/03/24 - 28/03/24	12,912.19	12,912.19
EFT37299	24/04/2024	CALL ASSOCIATES PTY LTD	STANDING ORDER FOR SERVICE AGREEMENT FOR AFTER HOURS CALL CENTRE SERVICES 23/24 - MARCH 24	414.59	414.59
EFT37300	24/04/2024	NDY MANAGEMENT PTY LIMITED T/A NORMAN DISNEY & YOUNG	RFQ13-2021/22 EF OVAL REDEVELOPMENT - 26/02/24 - 29/03/24	1,521.54	
			RFQ13-2021/22 EF OVAL REDEVELOPMENT - HYDRAULIC ENGINEERING SERVICES - 26/02/24 - 29/03/24	1,600.50	
			RFQ13 - 2021/22 EF OVAL REDEVELOPMENT - MECHANICAL ENGINEERING SERVICES - 26/02/24 - 29/03/24	933.63	4,055.67
EFT37301	24/04/2024	R TETI	REIMBURSEMENT OF COST OF CLIENT ADMISSION TO CAVERSHAP WILDLIFE PARK 15/04/24	288.00	288.00
EFT37302	24/04/2024	LO-GO APPOINTMENT (Helene Pty Ltd)	LOGO TEMPORARY APPOINTMENTS - COMMUNICATIONS OFFICER - W/E 06/04/24 INC 1.5HRS @ T1/2 AND 1 HR @ DOUBLE TIME	1,329.01	
			LOGO TEMPORARY APPOINTMENTS - COMMUNICATIONS OFFICER - W/E 13/4/24	1,194.18	2,523.19
EFT37303	24/04/2024	J & V EARTHMOVING CONTRACTORS	REMOVE EXISTING FOOTPATH, REINSTATE FOOTPATH, PLAYGROUP FOOTPATH 19MX1.5M, PRAM RAMP REMOVALS 20 RAMPS, 2M2 PER RAMP, NEW 20 RAMPS REPLACEMENT, CONCRETE CUTTING 80 LINEAL M	49,923.06	49,923.06
EFT37304	24/04/2024	CHRYSTAL & CO. PTY LTD T/AS CATERLINK	FURNITURE, FITTINGS AND EQUIPMENT FOR HOSPITALITY AREA OF THE EAST FREMANTLE COMMUNITY PARK.	2,013.00	2,013.00
EFT37305	24/04/2024	PEACEFUL EARTH WELLBEING	NEIGHBOURHOOD LINK CLIENT ACTIVITY - 09/04/24	50.00	50.00
EFT37306	24/04/2024	INTEGRATED MANAGEMENT CONSULTANTS PTY LTD T/AS MELVILLE MAZDA	SUPPLY AND DELIVERY OF 2 X MAZDA 2 G15 PURE AUTO SEDANS FOR CHSP	50,411.70	50,411.70
EFT37307	24/04/2024	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 11/04/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 18/04/24	15.00	30.00
EFT37308	24/04/2024	SOUTHERN BINS PTY LTD	BULK BINS - WAUHOP ROAD- 15/04/24	640.00	
			BULK BINS - WAUHOP ROAD -12/04/24	640.00	
			BULK BINS - WAUHOP ROAD - 15/04/24	640.00	
			BULK BINS - WAUHOP ROAD - 17/04/24	640.00	
			BULK BINS - WAUHOP ROAD - 17/04 - 18/4	1,280.00	
			BULK BINS - WAUHOP ROAD - 18/04/ - 19/04	1,280.00	
			BULK BINS - WAUHOP ROAD - 19/04/24	1,280.00	6,400.00
EFT37309	24/04/2024	J MUIR	CHSP VOLUNTEER MEAL REIMBURSEMENT 11/04/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 18/04/24	15.00	30.00
EFT37310	24/04/2024	BING TECHNOLOGIES PTY LTD	BING MAIL TRIAL - 04/04/24 - 14/04/24	72.64	72.64
EFT37311	24/04/2024	EASI PACKAGING PTY LTD	PAYROLL DEDUCTION APRIL 24	4,298.32	4,298.32
EFT37312	24/04/2024	P MIENZAH	REIMBURSEMENT OF COST OF FUEL FOR VEHICLE - FUEL CARD PIN ENTERED INCORRECTLY TOO MANY TIMES - CARD LOCKED	47.61	47.61
EFT37313	24/04/2024	THE TRUSTEE FOR BELGRAVIA LEISURE UNIT TRUST	OPERATOR AGREEMENT - EAST FREMANTLE OVAL PRECINCT PRE OPENING SERVICES FEE - APRIL 24	27,007.42	27,007.42
EFT37314	24/04/2024	CR. MAYWOOD	SITTING FEES & ICT ALLOWANCE - APRIL 24	1,710.84	1,710.84
EFT37315	24/04/2024	K ANDREWS	CHSP VOLUNTEER MEAL REIMBURSEMENT 08/04/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 15/04/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 22/04/24	14.50	44.50
EFT37316	24/04/2024	M WARD	BUILDING SURVEYOR SERVICES PROVIDED - 02/04 & 09/04 - 7 HOURS	700.00	700.00

EFT37317	24/04/2024	S TWEEDIE	REVIEW OF DELEGATION REGISTER AND REQUISITE TRAINING - PART 2A - TRAINING SESSION FOR EMPLOYEES ON DELEGATIONS	385.00	385.00
EFT37318	24/04/2024	R & H PLUMBING AND GAS PTY LTD	TRICOLORE - EVAPORATIVE A/C - REPLACE DAMAGED COPPER PIPE	538.95	538.95
EFT37319	24/04/2024	FULL FAT CONSULTING	GAP ANALYSIS FOR NEW EAST FREMANTLE COMMUNITY PARK PROJECT	4,895.00	4,895.00
EFT37320	24/04/2024	M GETHING	PARTIAL REFUND OF LIFETIME DOG REGISTRATION - DOG NOW STERILISED	150.00	150.00
EFT37321	24/04/2024	E GREENWAY	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP 29/03/24	14.10	14.10
EFT37322	24/04/2024	K WILSON	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP 07/04/24	18.80	18.80
EFT37323	24/04/2024	T FELSTEAD	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP 05/04/24	37.60	37.60
EFT37324	24/04/2024	S MCGRATH	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP 14/04/214	94.00	94.00
EFT37325	24/04/2024	M EVANS	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP 20/04/24	32.90	32.90
EFT37326	24/04/2024	N ROWLEY	REFUND OF FREEDOM OF INFORMATION APPLICATION FEES - REQUEST UNABLE TOBE FULFILLED	30.00	30.00
EFT37327	24/04/2024	C BEECK	RATES REFUND	16,239.96	16,239.96
			EFT TOTAL	**1,234,228.93**	**1,234,228.93**
	Direct Debit - April 2024	Supplier	Description	Inv Amount	EFT
		CBA	INTEREST ADJUSTMENT	0.06	0.06
		CBA	EXETEL	99.00	99.00
		CBA	MERCHANT FEE	707.55	707.55
		CBA	MERCHANT FEE	354.65	354.65
		FLEETCARE	FLEETCARE PAYMENT	2,560.53	2,560.53
		AMEX	AMEX FEE	182.10	182.10
		TILL	TILL SIMPLEPAY FEE	659.86	659.86
		SUPERCHOICE	EMPLOYEE SUPERANNUATION - FEBRUARY 24	52,235.77	52,235.77
		CBA	ACCOUNT SERVICE TRANSACTION FEES	3.50	3.50
		CBA	BPOINT TRANSACTION FEES	62.26	62.26
		CBA	BPAY TRANSACTION FEES	282.44	282.44
		CBA	COMMBIZ TRANSACTION FEES	38.62	38.62
				57,186.34	**57,186.34**
	Credit Cards - April 2024	Supplier	Description	Inv Amount	EFT
		CREDIT CARD - NICK KING	WOOLWORTHS - CATERING	9.45	9.45
		CREDIT CARD - PETER KOCIAN	BROWNES DAIRY - MILK	19.85	19.85
			SALA THAI RESTURANT - CATERING	396.00	396.00
			PICOBELLO BICTON - CATERING	43.00	43.00
			FRESH PROVISIONS BICTON - CATERING	5.59	5.59
			GILBERTS FRESH - CATERING	365.92	365.92
			BROWNES DAIRY - MILK	19.85	19.85
			CANVA - SUBSCRIPTION	17.99	17.99
			CANVA - SUBSCRIPTON	63.29	63.29
			MAILCHIMP - SUBSCRIPTION	89.33	89.33
			BROWNES DAIRY - MILK	19.85	19.85
			BROWNES DAIRY - MILK	19.85	19.85
			PICOBELLO BICTON - CATERING	50.00	50.00
			FRESH PROVISIONS BICTON - CATERING	11.18	11.18
			QR CODE GENERATOR.COM - SUBSCRIPTION	248.52	248.52
			INTERNATIONAL TRANSACTION FEE	6.21	6.21
		CREDIT CARD - ANDREW MALONE	FACEBOOK - ADVERTISING	13.20	13.20
			OFFICEWORKS - EVENT PRINTING	10.30	10.30
			AMPOL EAST FREMANTLE - MILK	9.55	9.55
			FONGS CHINESE RESTURANT - CATERING	162.90	162.90
			TOWN OF EAST FREMANTLE - OCCUPANCY PERMIT - COMPLETED BUILDING EF COMMUNITY PARK	171.65	171.65
			AMPOL EAST FREMANTLE - MILK	4.60	4.60
			AMPOL EAST FREMANTLE - MILK	9.90	9.90
		CREDIT CARD - REGINA TETI	BUNNINGS MELVILLE - RETUN 2 X KEY SAFE 54010 & PURCHASE 2 KEYSAFE 54000	10.92	10.92
			BUNNINGS MELVILLE - 2 X KEY SAFE 54010	78.46	78.46
			BUNNINGS MELVILLE - RETURN 2 X KEYSAFE 54000	- 89.38	- 89.38
			BUNNINGS MELVILLE - 2 X KEYSAFE 5414D	194.48	194.48
			PALMYRA SUPERNEWS - WRAPPING PAPER	14.00	14.00
			WOOLWORTHS PALMYRA -CATERING	89.90	89.90
		CREDIT CARD - JANINE MAY	SUBWAY PALMYRA - CATERING	56.00	56.00
			LEEMING IGA - CATERING	24.97	24.97
		CREDIT CARD - ANDREW DRIVER	BUNNINGS O'CONNOR - LUMBAR CHALK	39.80	39.80
		CREDIT CARD - JONATHAN THROSSELL	OFFICEWORKS - PRINTER CARTRIDGE	203.50	203.50
			CREDIT CARD TOTAL	**2,390.63**	**2,390.63**
			Description	***GROSS PAY***	***EFT***
			PAYROLL FORTNIGHT ENDING 02/04/24	154,870.29	154,870.29
			PAYROLL FORTNIGHT ENDING 16/04/24	155,498.92	155,498.92
			PAYROLL FORTNIGHT ENDING 30/04/24	158,692.62	158,692.62
			PAYROLL TOTALS	**469,061.83**	**469,061.83**

Attachment -1

			AMPOL FUEL CARDS- MARCH 24	**5,631.49**	**5,631.49**
			GRAND TOTAL	**1,762,959.93**	**1,762,934.63**

AmpolCard

Tax Invoice

⊢ 000027 000
[redacted]
TOWN OF EAST FREMANTLE
PO BOX1097
FREMANTLE WA 6959

Need help?

Self Service:
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Email:
ampolcard@ampol.com.au

Call:
1300 365 096
Ampol Customer Service:
8:30am - 6:00pm EST, Mon to Fri

Invoice date: 31/03/2024

Your account details	Due date	Total due inc GST
Invoice ref no: [redacted] Account no:	21/04/2024	$5,631.49

Your AmpolCard invoice summary

01/03/2024 – 31/03/2024

Description	Product	Quantity	Amount $ excl GST	GST amount	Total inc GST $
FLEET	Unleaded	1,182.85	1,947.07	194.70	2,141.77
	Premium 95 A	94.00	159.14	15.92	175.06
	Oils/Lubricants		47.27	4.73	52.00
	Premium Diesel A	1,660.46	2,966.07	296.59	3,262.66
	Total for Fleet		**5,119.55**	**511.94**	**5,631.49**
	Total		**5,119.55**	**511.94**	**5,631.49**

Payment options

BPAY Biller Code: [redacted]
Ref: [redacted]

EFT Direct Payment
BSB [redacted]
Account [redacted]

Credit Card
Visit pay.ampol.com.au or
Phone: 1300 138 469. Surcharges apply.

Breakdown of account summary

Invoice date: 31/03/2024
Account no: [redacted]
Invoice ref no: 0000191648

Details of fleet transactions processed from 01/03/2024 - 31/03/2024

Transaction Effective Date	Transaction Number	Customer Total	Customer Total GST
//		0.00	0.00
Total		0.00	0.00

Breakdown of fleet summary

Details of fleet transactions processed from 01/03/2024 - 31/03/2024 **Invoice ref no:** 0000191648 **Account no:** [redacted] **Invoice date:** 31/03/2024

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit $ inc GST	Amount $ inc GST	Trn fee inc GST	Total $ inc GST	GST on supply	GST on trn fee
[redacted] 1207 Rego 1GUV822 Crd Holder AMINISTRATION												
Ampol Foodary Fremantle East	25/03	19:41	E16141	79945	Premium 95 A	45.00	190.40	85.68	0.00	85.68	7.79	0.00
Ampol Foodary Fremantle East	12/03	19:47	E15928	79367	Premium 95 A	49.00	182.40	89.38	0.00	89.38	8.13	0.00
					Card total	**94.00**		**175.06**	**0.00**	**175.06**	**15.92**	**0.00**
Domestic 4063												
[redacted] 2506 Rego 1DTJ953 Crd Holder HACC												
Ampol Foodary Fremantle East	27/03	14:37	E22390	93803	Unleaded	66.83	196.89	131.58	0.00	131.58	11.96	0.00
Ampol Foodary Fremantle East	14/03	08:12	E21934	93050	Unleaded	60.74	190.05	115.44	0.00	115.44	10.49	0.00
Ampol Foodary Fremantle East	21/03	07:12	E22168	93428	Unleaded	66.80	192.67	128.70	0.00	128.70	11.70	0.00
Ampol Foodary Fremantle East	07/03	07:13	E21693	92718	Unleaded	64.99	192.78	125.29	0.00	125.29	11.39	0.00
					Card total	**259.36**		**501.01**	**0.00**	**501.01**	**45.54**	**0.00**
Domestic 4085												
[redacted] 0483 Rego 1GBT981 Crd Holder HACC												
Ampol Foodary Fremantle East	26/03	15:35	E22361	128984	Unleaded	32.57	169.40	55.17	0.00	55.17	5.02	0.00
Ampol Foodary Fremantle East	05/03	10:29	E15777	127797	Unleaded	48.61	170.40	82.83	0.00	82.83	7.53	0.00
Ampol Foodary Fremantle East	08/03	17:50	E15865	128178	Unleaded	46.27	181.40	83.93	0.00	83.93	7.63	0.00
Ampol Foodary Fremantle East	20/03	15:54	E16052	128654	Unleaded	53.02	191.66	101.62	0.00	101.62	9.24	0.00
					Card total	**180.47**		**323.55**	**0.00**	**323.55**	**29.42**	**0.00**
Domestic 4088												
[redacted] 0467 Rego 1GCQ228 Crd Holder HACC												
Ampol Foodary Melville	15/03	12:01	E44640	178245	Unleaded	40.21	178.40	71.73	0.00	71.73	6.52	0.00
Ampol Foodary Fremantle East	26/03	08:31	E22326	178785	Unleaded	30.33	169.40	51.38	0.00	51.38	4.67	0.00
Ampol Foodary Fremantle East	01/03	15:00	E15708	177667	Unleaded	21.77	183.40	39.93	0.00	39.93	3.63	0.00
Ampol Foodary O'Connor	21/03	10:47	E88498	178518	Unleaded	32.77	177.40	58.13	0.00	58.13	5.28	0.00
Ampol Foodary O'Connor	08/03	13:14	E87216	177915	Unleaded	34.10	169.40	57.77	0.00	57.77	5.25	0.00
					Card total	**159.18**		**278.94**	**0.00**	**278.94**	**25.35**	**0.00**

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit $ inc GST	Amount $ inc GST	Trn fee inc GST	Total $ inc GST	GST on supply	GST on trn fee
Domestic 4089												
[redacted] 0475 Rego 1GCQ227 Crd Holder HACC												
Ampol Foodary Melville	14/03	15:25	E44556	85522	Unleaded	41.43	190.23	78.81	0.00	78.81	7.16	0.00
Ampol Foodary Fremantle East	25/03	15:24	E22312	86058	Unleaded	39.53	175.40	69.34	0.00	69.34	6.30	0.00
Ampol Foodary Fremantle East	05/03	12:41	E21622	84928	Unleaded	26.87	170.40	45.79	0.00	45.79	4.16	0.00
Ampol Foodary Fremantle East	11/03	14:30	E21830	85264	Unleaded	47.46	171.40	81.35	0.00	81.35	7.40	0.00
Ampol Foodary Fremantle East	19/03	13:30	E22098	85783	Unleaded	35.00	165.40	57.89	0.00	57.89	5.26	0.00
					Card total	**190.29**		**333.18**	**0.00**	**333.18**	**30.28**	**0.00**
Domestic 4091												
[redacted] 6959 Rego 1GDV315 Crd Holder												
Ampol Foodary Fremantle East	22/03	08:00	E22201	63955	Premium Diesel A	70.49	197.67	139.34	0.00	139.34	12.67	0.00
					Card total	**70.49**		**139.34**	**0.00**	**139.34**	**12.67**	**0.00**
Domestic 4098												
[redacted] 6983 Rego 1GHV402 Crd Holder GARDENS												
Ampol Foodary Fremantle East	15/03	11:12	E21977	129220	Premium Diesel A	70.90	194.58	137.96	0.00	137.96	12.54	0.00
Ampol Foodary Fremantle East	01/03	08:30	E21527	128485	Premium Diesel A	72.03	197.94	142.57	0.00	142.57	12.96	0.00
					Card total	**142.93**		**280.53**	**0.00**	**280.53**	**25.50**	**0.00**
Domestic 5002												
[redacted] 7015 Rego 1GKM815 Crd Holder WORKS												
Ampol Foodary Fremantle East	01/03	11:54	E21542	58259	Premium Diesel A	96.02	197.94	190.06	0.00	190.06	17.28	0.00
Ampol Foodary Fremantle East	13/03	13:03	E21898	58444	Premium Diesel A	44.84	195.08	87.47	0.00	87.47	7.95	0.00
					Card total	**140.86**		**277.53**	**0.00**	**277.53**	**25.23**	**0.00**
Domestic 5008												
[redacted] 8765 Rego 1GQD688 Crd Holder GARDENS												
Ampol Foodary Fremantle East	22/03	07:27	E22198	57418	Premium Diesel A	72.34	197.67	143.00	0.00	143.00	13.00	0.00
					Card total	**72.34**		**143.00**	**0.00**	**143.00**	**13.00**	**0.00**
Domestic 5009												
[redacted] 2809 Rego 1GQJ387 Crd Holder RANGERS SERVICES												
Ampol Foodary Fremantle East	16/03	15:33	E15980	88965	Premium Diesel A	55.23	194.65	107.50	0.00	107.50	9.77	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit $ inc GST	Amount $ inc GST	Trn fee inc GST	Total $ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	30/03	11:45	E22438	89705	Premium Diesel A	66.61	195.82	130.44	0.00	130.44	11.86	0.00
Ampol Foodary Fremantle East	02/03	15:59	E15728	88173	Premium Diesel A	46.64	197.58	92.15	0.00	92.15	8.38	0.00
Ampol Foodary Fremantle East	10/03	07:00	E21778	88574	Premium Diesel A	53.04	196.12	104.02	0.00	104.02	9.46	0.00
Ampol Foodary Fremantle East	20/03	16:36	E16055	89235	Premium Diesel A	38.08	195.64	74.50	0.00	74.50	6.77	0.00
					Card total	**259.60**		**508.61**	**0.00**	**508.61**	**46.24**	**0.00**
Domestic 5010												
[redacted] 7148 Rego 1GQL999 Crd Holder WORKS												
Ampol Foodary Fremantle East	20/03	07:39	E22129	266	Premium Diesel A	46.18	195.64	90.35	0.00	90.35	8.21	0.00
Ampol Foodary Fremantle East	19/03	09:12	E22082	127	Premium Diesel A	28.15	194.64	54.79	0.00	54.79	4.98	0.00
					Card total	**74.33**		**145.14**	**0.00**	**145.14**	**13.19**	**0.00**
Domestic 5020												
[redacted] 3076 Rego 1HMC350 Crd Holder WORKS												
Ampol Foodary Fremantle East	06/03	11:24	E21673	26077	Premium Diesel A	97.85	197.55	193.30	0.00	193.30	17.57	0.00
Ampol Foodary Fremantle East	21/03	12:44	E22179	26592	Premium Diesel A	120.31	196.65	236.59	0.00	236.59	21.51	0.00
					Card total	**218.16**		**429.89**	**0.00**	**429.89**	**39.08**	**0.00**
Domestic 5021												
[redacted] 3159 Rego 1HLR056 Crd Holder WORKS												
Ampol Foodary Fremantle East	11/03	08:09	E21809	14997	Premium Diesel A	12.00	196.12	23.53	0.00	23.53	2.14	0.00
Ampol Foodary Fremantle East	13/03	08:08	E21887	15035	Premium Diesel A	57.51	195.08	112.19	0.00	112.19	10.20	0.00
					Card total	**69.51**		**135.72**	**0.00**	**135.72**	**12.34**	**0.00**
Domestic P5003												
[redacted] 4055 Rego 1GMR567 Crd Holder												
Ampol Foodary Melville	26/03	15:59	E1468	91897	Unleaded	49.96	169.40	84.63	0.00	84.63	7.69	0.00
Ampol Foodary Fremantle East	12/03	13:17	E21860	91225	Unleaded	45.59	167.40	76.32	0.00	76.32	6.94	0.00
Ampol Foodary Murdoch	18/03	09:10	E1086	94128	Unleaded	25.21	174.40	43.97	0.00	43.97	4.00	0.00
					Card total	**120.76**		**204.92**	**0.00**	**204.92**	**18.63**	**0.00**
Domestic P5015												
[redacted] 7072 Rego 1GYB392 Crd Holder												
Ampol Foodary Fremantle East	14/03	08:30	E21937	1118	Premium Diesel A	32.58	194.97	63.52	0.00	63.52	5.77	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit $ inc GST	Amount $ inc GST	Trn fee inc GST	Total $ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	27/03	11:27	E22381	1134	Premium Diesel A	29.41	197.29	58.02	0.00	58.02	5.27	0.00
Ampol Foodary Fremantle East	21/03	06:54	E22165	1125	Premium Diesel A	21.21	196.65	41.71	0.00	41.71	3.79	0.00
Ampol Foodary Fremantle East	07/03	07:08	E21692	1109	Premium Diesel A	22.45	196.83	44.19	0.00	44.19	4.02	0.00
					Card total	**105.65**		**207.44**	**0.00**	**207.44**	**18.85**	**0.00**
Domestic P5016												
[redacted] 7106 Rego 1GYB393 Crd Holder												
Ampol Foodary Fremantle East	06/03	10:03	E21664	740	Premium Diesel A	32.54	197.55	64.28	0.00	64.28	5.84	0.00
Ampol Foodary Fremantle East	26/03	11:13	E22344	751	Premium Diesel A	34.32	197.77	67.88	0.00	67.88	6.17	0.00
Ampol Foodary Fremantle East	20/03	10:48	E22138	746	Premium Diesel A	40.96	195.64	80.13	0.00	80.13	7.28	0.00
					Card total	**107.82**		**212.29**	**0.00**	**212.29**	**19.29**	**0.00**
Domestic P5018												
[redacted] 7406 Rego 1HHZ552 Crd Holder												
Ampol Foodary Fremantle East	05/03	15:57	E15783	61852	Premium Diesel A	18.01	197.25	35.53	0.00	35.53	3.23	0.00
Ampol Foodary Fremantle East	05/03	15:57	E15783	61852	Oils/Lubricants			52.00	0.00	52.00	4.73	0.00
Ampol Foodary Fremantle East	25/03	08:27	E22293	63404	Premium Diesel A	34.28	197.77	67.80	0.00	67.80	6.16	0.00
Ampol Foodary Fremantle East	25/03	15:22	E22311	63525	Premium Diesel A	28.47	197.77	56.31	0.00	56.31	5.12	0.00
Ampol Foodary Fremantle East	27/03	14:48	E22392	63689	Premium Diesel A	34.80	197.29	68.66	0.00	68.66	6.24	0.00
Ampol Foodary Fremantle East	01/03	15:27	E15709	61780	Premium Diesel A	40.33	197.94	79.83	0.00	79.83	7.26	0.00
Ampol Foodary Fremantle East	11/03	15:00	E21833	62451	Premium Diesel A	36.10	196.12	70.80	0.00	70.80	6.44	0.00
Ampol Foodary Fremantle East	14/03	08:26	E15948	62625	Premium Diesel A	35.77	194.97	69.74	0.00	69.74	6.34	0.00
Ampol Foodary Fremantle East	20/03	15:44	E16051	63171	Premium Diesel A	37.59	195.64	73.54	0.00	73.54	6.69	0.00
Ampol Foodary Fremantle East	07/03	08:29	E21698	62003	Premium Diesel A	28.67	196.83	56.43	0.00	56.43	5.13	0.00
Ampol Foodary Fremantle East	08/03	08:27	E21723	62219	Premium Diesel A	36.87	196.37	72.40	0.00	72.40	6.58	0.00
Ampol Foodary Fremantle East	18/03	08:24	E22043	62825	Premium Diesel A	46.19	194.65	89.91	0.00	89.91	8.17	0.00
Ampol Foodary Fremantle East	18/03	14:51	E16018	62989	Premium Diesel A	21.69	194.65	42.22	0.00	42.22	3.84	0.00
					Card total	**398.77**		**835.17**	**0.00**	**835.17**	**75.93**	**0.00**

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit $ inc GST	Amount $ inc GST	Trn fee inc GST	Total $ inc GST	GST on supply	GST on trn fee
Domestic P5019												
[redacted] 6876 Rego Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	20/03	07:19	E22128	0	Unleaded	107.38	191.66	205.80	0.00	205.80	18.71	0.00
					Card total	**107.38**		**205.80**	**0.00**	**205.80**	**18.71**	**0.00**
Domestic P5022												
[redacted] 5194 Rego 1HSK094 Crd Holder												
Ampol Foodary Mundaring S/St	24/03	13:46	E52878	41362	Unleaded	34.00	179.40	61.00	0.00	61.00	5.55	0.00
Ampol Foodary Midvale	29/02	17:56	E25088	39281	Unleaded	37.29	193.22	72.05	0.00	72.05	6.55	0.00
Ampol Foodary Fremantle East	11/03	09:36	E21812	40008	Unleaded	47.35	171.40	81.16	0.00	81.16	7.38	0.00
Ampol Foodary Midvale	18/03	16:57	E27495	40816	Unleaded	46.77	171.40	80.16	0.00	80.16	7.29	0.00
					Card total	**165.41**		**294.37**	**0.00**	**294.37**	**26.77**	**0.00**

13.3 SCHEDULE OF FEES AND CHARGES – 2024-2025

Report Reference Number	OCR-2041
Prepared by	Richard Olson, Revenue Officer
Supervised by	Phil Garoni, Finance Manager
Meeting date	Tuesday, 21 May 2024
Voting requirements	Absolute Majority
Documents tabled	Nil

Attachments

1. Schedule of Fees and Charges – 24/25 Budget

PURPOSE

Council is requested to consider adopting the Schedule of Fees and Charges for the 2024/25 financial year.

EXECUTIVE SUMMARY

To comply with the provisions of the *Local Government Act 1995*, all fees and charges to be levied by Council for the financial year are to be submitted for adoption by Council.

BACKGROUND

At its Ordinary Meeting of 16 April 2024, Council endorsed pricing decisions to be applied in the Town's 2024/25 Budget including an annual increase of 4.25% in discretionary fees and charges.

Western Australian local governments have the right to impose different types of charges in relation to services beyond the raising of a general rate or specified area rate, namely;

- A fee or charge under the *Local Government Act 1995;*
- A waste collection rate under the *Waste Avoidance and Resource Recovery Act 2007;* or
- A receptacle charge under the *Waste Avoidance and Resource Recovery Act 2007.*

Legislation requires the setting of fees and charges to consider the cost of the service provided, which includes the value of the assets utilised or consumed in providing the service. The costs of providing a service should include:

- The direct operational costs of providing the services;
- An appropriate proportion of indirect costs associated with the service;
- The costs of the assets consumed in providing the service;
- A defined and appropriate rate of return or subsidy for the service; and
- Consideration of non-financial advantages and disadvantages to the community of providing the service.

Providing for the long-term renewal of revenue generating assets should also be an essential element of setting property-based fees and charges.

In general, the Town has considered the following guiding principles when setting the level of fees and charges:

- Private Benefit – the service benefits particular users without any broader benefits to the community. Full cost recovery is expected.
- Public Benefit – the service provides broad community benefit. Nil to partial cost recovery.

- Shared Benefit – the service provides both community benefits and a private benefit. Partial cost recovery is expected.
- Regulatory – fee or charge is fixed by legislation.

The application of these principles to specific service areas is summarised as follows:

Service	Principle	Cost Recovery
Administration	Private	100%
Ranger Services	Private/Regulatory	100%
Fire and Emergency Services	Private/Regulatory	100%
Health Services	Private/Regulatory	100%
Planning Services	Private/Regulatory	100%
Waste Services	Private	100%
Library Services	Private	100%
Sports Ovals and Facilities	Shared	Partial
Building Services	Private/Regulatory	100%

CONSULTATION

Council Strategic Financial Planning Workshop

STATUTORY ENVIRONMENT

Section 6.17 of the *Local Government Act 1995* refers to setting the level of Fees and Charges and states in part:

In determining the amount of a fee and charge for a service or for goods a local government is required to take into consideration the following factors-

(a) the cost to the local government of providing the service or goods;
(b) the importance of the service or goods to the community; and
(c) *the price at which the service or goods could be provided by an alternative provider*

Section 6.16 – 6.19 of the *Local Government Act 1995* is also relevant to the setting of fees and charges.

6.16 Imposition of fees and charges

6.17 Setting level of fees and charges

6.18 Effect of other written laws

6.19 Local government to give notice of fees and charges

POLICY IMPLICATIONS

Revenue Strategy – (provides the framework for the setting of fees and charges).

FINANCIAL IMPLICATIONS

The Schedule of Fees and Charges will be incorporated into the 2024/25 Annual Budget, and the adopted fees will be used as a basis for income projections.

Fees and charges account for approximately 13% of operating revenue (excluding the cost of standard residential waste services that are included in general rates). The draft 2024/25 Budget includes an estimate of $1.5m in fees and charges revenue.

Main sources of fees and charges revenue is:

- Neighbourhood link client contributions $230,000
- Mooring pen license fees $130,000
- Parking fees $200,000
- Infringement revenue $140,000
- Property rental income $278,000

STRATEGIC IMPLICATIONS

Strategic Priority 5: Leadership and Governance

5.1 Strengthen organisational accountability and transparency.

5.3 Strive for excellence in leadership and governance.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Fees and charges are not set at the appropriate level, requiring cross-subsidisation from rates revenue.	**Possible (3)**	**Moderate (3)**	**Moderate (5-9)**	**FINANCIAL IMPACT $50,000 - $250,000**	**Accept Officer Recommendation**

RISK MATRIX

Consequence / Likelihood		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	**9**
Does this item need to be added to the Town's Risk Register	**Yes**
Is a Risk Treatment Plan Required	**No**

SITE INSPECTION

Not Applicable.

COMMENT

Council is requested to adopt the 2024/25 Schedule of Fees and Charges and advertise the Schedule prior to the implementation date of 1 July 2024.

The following is a summary of changes to the Schedule of Fees and Charges:

Rates & General Administration

- All fees and charges have increased up to 4.25% (rounded down).
- Instalment and Penalty (late payment) interest will remain as per 2023/2024.

Law, Order & Public Safety

- Animal Care Facility charges applied as per the contract with City of South Perth.
- All other fees & charges (not Statutory) are up to 4.25% (rounded down).

Health

- All fees and charges have increased up to 4.25% (rounded down).
- Food Hygiene & Safety Course is no longer offered – removed.

CHSP

- All CHSP fees and charges have increased up to 4.25% (rounded down).
- Neighbourhood link bus is no longer available for hire.

Sanitation

- Three new fees have been included for event bins.
- Commercial services have increased 4.36% whilst Residential services are up by 4.21%.

Town Planning Admin

- All fees and charges have increased up to 4.25% (rounded down): most, however are statutory.
- New advertising fee applied in association with Development Approvals ($220.00)
- Slight amendment to terminology referencing Scheme Amendments and Structure plans and Payment in lieu of parking.

Swimming Areas/Beaches

- A review of the Mooring pen fees has resulted in increases of at least 10% to ensure full cost recovery as per policy. All other fees have increased up to 4.25% (rounded down).
- A new Vessel Impound fee has been added at cost plus 15%.

Other Recreation & Culture

- All fees and charges have increased up to 4.25% (rounded down).
- Sumpton Green and the Croquet Club have been removed as these are now managed by Belgravia Leisure. (Bowling Club and East Fremantle Football Club previously paid lease fees not associated with the schedule of fees and charges).
- Reference to East Fremantle Community Park is mentioned as a disclaimer to advise of Belgravia Leisure's role.

Other Culture

- George St Festival stallholder fees have been applied at up to 4.25% (rounded down – noting there were no increases to the 2023/24 charges). It is proposed that the Manager Community Engagement & Communications will report to Council in July with a review of the charges, specifically licenced venues.
- A review of the Special Event fee applied to the Left Bank has seen an increase of 15.6%.

Parking

- All fees and charges have increased up to 4.25% (rounded down).

Building

- Infrastructure bonds- no increases on 2023/2024.
- All other fees and charges have increased up to 4.25% (rounded down).

CONCLUSION

The 2024/25 Schedule of Fees and Charges is recommended to Council for adoption to enable advertising prior to the effective implementation date of 1 July 2024.

13.3 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 042105

Moved Cr Natale, seconded Cr Donovan

OFFICER RECOMMENDATION:

That Council:

1. **pursuant to section 6.16 of the *Local Government Act 1995*, adopts the 2024/25 Schedule of Fees and Charges as per Attachment 1.**
2. **pursuant to section 245A (8) of the *Local Government (Miscellaneous Provisions) Act 1960* and regulation 53 of the *Building Regulations 2012,* imposes a private swimming pool four yearly inspection fee of $145.60 (GST exempt) for each property where a private swimming pool is located, charged at $36.40 per annum.**
3. **pursuant to section 67 of the *Waste Avoidance and Resources Recovery Act 2007*, imposes the following charges for the removal and deposit of commercial waste and additional receptacle services:**

Description	Fee
3 Bin FOGO Service – Residential Properties	Incorporated into Residential General Rate
Refuse and Recycling Service – 2 MGBs – Commercial Properties	$670.00 per annum
3 Bin FOGO Service – Commercial Properties	$670.00 per annum
140L/General Waste Bin/240L FOGO Bin – Additional Service	$272.20 per annum
240L General Waste – Upgrade (swap)(fortnightly)	Free
240L Recycling Bin (Yellow Lid) – Additional Service	$272.20 per annum
360L Recycling Bin (yellow lid) Upgrade (swap)(fortnightly)	Free
Bulk Bin Services	Cost + 15%

Event Bins (240ltr FOGO) (per bin set)	**$83.25**
Event Bins (240ltr MGB) – Additional	**$27.75**
Event Bins (missing or damaged following event)	**Cost + 15%**

4. **requests the Chief Executive Officer give local public notice of the Schedule of Fees and Charges, pursuant to section 6.19 of the *Local Government Act 1995*, with an implementation date of 1 July 2024.**

(CARRIED UNANIMOUSLY BY AN ABSOLUTE MAJORITY 9:0)

For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, Natale, White, Maywood & McPhail.**

Against: **Nil**

REPORT ATTACHMENTS

Attachments start on the next page

	2024/25 Schedule of Fees and Charges		2024/2025		
Schedule	Description of Fee or Charge	Details	GST (excl) $	GST $	GST (incl) $
GENERAL PURPOSE FUNDING					
Rates					
	Rate Enquiry Fee	Per Written Enquiry	$ 59.80	Exempt	$ 59.80
	Orders & Requisitions	Per Application	$ 75.60	Exempt	$ 75.60
	Combined Enquiry	Per Application	$ 121.90	Exempt	$ 121.90
	Ownership enquiry	Per property	$ 15.27	$ 1.53	$ 16.80
	Rates Instalment Fees (not including the first instalment)	Per instalment	$ 17.90	Exempt	$ 17.90
	Instalment Interest				5.50%
	Penalty Interest				11%
	Rates - Special Arrangements to Pay (Direct Debit setup)	Per Application	$ 14.73	$ 1.47	$ 16.20
	Rates - Special Arrangements to Pay	Per Application	$ 51.00	Exempt	$ 51.00
	Rates - Special Arrangements to Pay (Financial Hardship)		$ -	$ -	$ -
	- Administration Fee		$ -	$ -	$ -
	- Penalty Interest		$ -	$ -	0%
GOVERNANCE					
General Administration					
	Sale of Electoral Rolls	Per Copy	$ 77.90	Exempt	$ 77.90
	Sale of Street listings	Per Copy	$ 217.18	$ 21.72	$ 238.90
	Sale of History Books - Small but Strong	Each	$ 30.00	$ 3.00	$ 33.00
	Sale of History Books - This is East Fremantle	Each	$ 11.82	$ 1.18	$ 13.00
	Sale of Heritage Notebooks	Each	$ 9.09	$ 0.91	$ 10.00
	Sale of Tea Towels	Each	$ 11.82	$ 1.18	$ 13.00
	Photocopying				
	- General Public - A4 Sheets (Colour)	Per Copy	$ 0.91	$ 0.09	$ 1.00
	- General Public - A4 Sheets (Black & White)	Per Copy	$ 0.50	$ 0.05	$ 0.55
	- General Public - A3 Sheets (Colour)	Per Copy	$ 1.82	$ 0.18	$ 2.00
	- General Public - A3 Sheets (Black & White)	Per Copy	$ 0.91	$ 0.09	$ 1.00
	- Community & Organisations - A4 Sheets (Colour and B &W)	Per Copy	Per Above	Yes	50% Discount
	- Community & Organisations - A3 Sheets (Colour and B &W)	Per Copy	Per Above	Yes	50% Discount
	Eligible community groups receive $200 of in-kind photocopying per annum, calculated on the above rates.				
	Freedom Of Information				
	- Application	Per Application	$ 30.00	Exempt	$ 30.00
	- FOI photocopying	Per Copy	$ 0.20	Exempt	$ 0.20
	- Staff Time (search & discovery of documents)	Per Hour	$ 30.00	Exempt	$ 30.00
	Hire of Facilities				
	Hire of Meeting Rooms - Town Hall - Commercial	per hour	$ 45.91	$ 4.59	$ 50.50
	Hire of Meeting Rooms - Town Hall - Not for Profit	per hour	$ 23.00	$ 2.30	$ 25.30
LAW, ORDER & PUBLIC SAFETY					
	Animal Care Facility - City of South Perth				
	Dog Impounding fees - Poundage - per day	Full recovery + 15%	$ 34.50	Exempt	$ 34.50
	Cat Impounding fees - Poundage - per day	Full recovery + 15%	$ 23.00	Exempt	$ 23.00
	Release of impounded dog	Full recovery + 15%	Cost + 15%		Cost + 15%
	Release of impounded cat	Full recovery + 15%	Cost + 15%		Cost + 15%
	Fire Break Clearing	Actual Cost + 25%	Cost + 25%		Cost + 25%
	Dog Registration Fees				
	Unsterilised - 1 year		$ 50.00	Exempt	$ 50.00
	Unsterilised - 3 year		$ 12.00	Exempt	$ 12.00
	Unsterilised - Lifetime Registration		$ 250.00	Exempt	$ 250.00
	Sterilised - 1 year		$ 20.00	Exempt	$ 20.00
	Sterilised - 3 year		$ 42.50	Exempt	$ 42.50
	Sterilised - Lifetime Registration		$ 100.00	Exempt	$ 100.00
	* Dog owned by pensioner - 50% of fee otherwise payable				
	** Effective 31 May each year - 50% of normal fee on 1 year licence				
	Application to keep a third dog		$ 152.91	$ 15.29	$ 168.20
	Dogs kept in an approved kennel establishment licensed under Sect 27, where not otherwise registered		$ 208.50	Exempt	$ 208.50
	Euthanasia for a dog	Full recovery +15%	Cost + 15%	$ -	Cost + 15%
	Cat Registration Fees				
	Registration - 1 Year		$ 20.00	Exempt	$ 20.00
	Registration - 3 Years		$ 42.50	Exempt	$ 42.50
	Registration - Lifetime		$ 100.00	Exempt	$ 100.00
	* Cat owned by pensioner - 50% of fee otherwise payable				
	** Effective 31 May each year - 50% of normal fee on 1 year licence				
	Annual application for approval or renewal of approval to breed cats (per cat)		$ 100.00	Exempt	$ 100.00
	Recovery of Impounded Vehicles/Goods				
	Vehicle Impounding Fee	Initial cost	$ 267.27	$ 26.73	$ 294.00
	Vehicle disposal Fee	Full recovery +15%	cost + 15%	$ -	cost + 15%
	Towage Fees	Full recovery +15%	$ 176.27	$ 17.63	$ 193.90
	Storage Fee Motor Vehicle	per part or full day	$ 42.73	$ 4.27	$ 47.00
	Storage Fee Other Goods	per part or full day	$ 42.73	$ 4.27	$ 47.00

	2024/25 Schedule of Fees and Charges		2024/2025		
Schedule	Description of Fee or Charge	Details	GST (excl) $	GST $	GST (incl) $
HEALTH					
Health					
	EH Gray Centre Mid Wifery - Annual Building Hire		$ -	$ -	$ -
	EH Gray Centre - Casual Hire Fee	Per Hour	$ 45.91	$ 4.59	$ 50.50
	Stall Holders permit application fee / renewal	Per Application	$ 193.55	$ 19.35	$ 212.90
	Trading in Public Places - Application fee	Per Application	$ 97.18	$ 9.72	$ 106.90
	Trading in Public Places - Per Day fee	Per day	$ 58.73	$ 5.87	$ 64.60
	Outdoor Eating Area permit - Application fee	Per Application	$ -	$ -	$ -
	Outdoor Eating Area permit - Annual fee	Per sq mtr	$ 32.55	$ 3.25	$ 35.80
	Registration of new Lodging Houses	Per Application	$ 314.45	$ 31.45	$ 345.90
	Renewal of registration of existing Lodging Houses	Per Application	$ 347.64	$ 34.76	$ 382.40
	Skin Penetration Premises Application fee	Per Application	$ 96.82	$ 9.68	$ 106.50
	Skin Penetration Premises annual assessment fee		$ 50.91	$ 5.09	$ 56.00
	Noise Management Plan Lodgement fee	Per Application	$ 92.73	$ 9.27	$ 102.00
	Non-complying event application fee	Per Application	$ 909.09	$ 90.91	$ 1,000.00
	Section 39 Certificate/inspection for licenced premises		$ 139.27	$ 13.93	$ 153.20
	Septic Tank installation - Application	Per Application	$ 118.00	Exempt	$ 118.00
	Permit to use apparatus		$ 118.00	Exempt	$ 118.00
	Greywater system installation - Application	Per Application	Fee Waiver	Exempt	Fee Waiver
	Permit to use apparatus - Greywater system		Fee Waiver	Exempt	Fee Waiver
	Reissue of certificate, registration, licence or approval (not otherwise listed)		$ 30.45	$ 3.05	$ 33.50
	Food Business				
	Notification Fee		$ 47.36	$ 4.74	$ 52.10
	Registration Fee		$ 47.36	$ 4.74	$ 52.10
	Annual Assessment:				
	High		$ 364.82	$ 36.48	$ 401.30
	Medium		$ 241.64	$ 24.16	$ 265.80
	Low		$ 108.91	$ 10.89	$ 119.80
	Inspection Fee e.g. settlement inspection		$ 50.91	$ 5.09	$ 56.00
	Reinspection fee for non-compliant premises		$ 152.91	$ 15.29	$ 168.20
	Temporary Food Business - Event Based (eg festivals, miscellaneous)		$ 50.91	$ 5.09	$ 56.00
	Aquatic Facilities				
	Annual Sampling Fee		$ 306.82	$ 30.68	$ 337.50
	Re-sampling for non-compliant results		$ 51.00	$ 5.10	$ 56.10
	Public Buildings				
	Application to construct a new public building		$ 791.82	$ 79.18	$ 871.00
	Annual Assessment:				
	High		$ 60.91	$ 6.09	$ 67.00
	Medium		$ 30.45	$ 3.05	$ 33.50
	Low				Exempt
	Requested food and water sampling		Cost + 15% administration fee		
	Requested asbestos sampling				
EDUCATION & WELFARE					
Commonwealth Home Support Programme					
	CHSP Client Contributions				
	Social Support - Individual - Accompanied Activity / In-home Visit	Per Hour	$ 9.82	$ 0.98	$ 10.80
	Social Support - Individual (Mileage - Additional kilometre after 40 kms)	Per Kilometre	$ 0.91	$ 0.09	$ 1.00
	Social Support - Group (including Transport)	Per Occasion	$ 14.73	$ 1.47	$ 16.20
	Centre Based Respite - In-home visit / Community access	Per Hour	$ 9.82	$ 0.98	$ 10.80
	CBDC Transport	Per One-way trip	$ 2.45	$ 0.25	$ 2.70
	CBDC Meal	Per Meal	$ 10.82	$ 1.08	$ 11.90
	Direct Transport	Per One-way trip	$ 9.82	$ 0.98	$ 10.80
	Cancellation Fee - Up to 100% contribution fee		100% of contribution fee		
	Non CHSP Clients / Home Care Package Clients / Private Clients (Full Cost Recovery)				
	Social Support - Group - Non East Fremantle Resident (including Transport)	Per Occasion	$ 167.45	$ 16.75	$ 184.20
	Social Support - Group - East Fremantle Resident (including Transport)	Per Occasion	$ 118.27	$ 11.83	$ 130.10
	Centre Based Social Suppport Group	Per Occasion	$ 118.27	$ 11.83	$ 130.10
	Centre Based Transport (to and from Centre Based Respite) - Non East Fremantle Resident	Per One-way trip	$ 24.55	$ 2.45	$ 27.00
	Centre Based Transport (to and from Centre Based Respite) - East Fremantle Resident	Per One-way trip			FEE WAIVER
	Social Support Individual - Accompanied Activity / In-home Visit	Per Hour	$ 49.45	$ 4.95	$ 54.40
	Social Support Individual - (Mileage - each kilometre)	Per Kilometre	$ 0.91	$ 0.09	$ 1.00
	Flexible Respite	Per Hour	$ 49.45	$ 4.95	$ 54.40
	Cancellation Fee - Up to 100% contribution fee		100% of contribution fee		

Schedule	2024/25 Schedule of Fees and Charges Description of Fee or Charge	Details	2024/2025 GST (excl) $	GST $	GST (incl) $
COMMUNITY AMENITIES					
Sanitation					
	Commercial Properties - General Waste & Recycling Service - 2 MGB's Weekly	Per MGB per Annum	$ 670.00	Exempt	$ 670.00
	Commercial Properties - 3 Bin FOGO system	Per MGB per Annum	$ 670.00	Exempt	$ 670.00
	All community and sporting organisations are entitled to a full concession on a 3-bin				
	system, but additional bins will be charged at a unit rate of $261.20 per anum, which will be				
	pro-rated based on seasonal usage				
	Residential General Waste - 240L upgrade (swap) - Fortnightly	Per MGB per Annum	$ -	Exempt	$ -
	Residential General Waste - 140L - additional - Fortnightly	Per MGB per Annum	$ 272.20	Exempt	$ 272.20
	Residential FOGO - 240L - additional - Weekly	Per MGB per Annum	$ 272.20	Exempt	$ 272.20
	Residential Recycling - 360L upgrade (swap) - Fortnightly	Per MGB per Annum	$ -	Exempt	$ -
	Residential Recycling - 240L - additional - Fortnightly	Per MGB per Annum	$ 272.20	Exempt	$ 272.20
	Bulk - per cubic metre	Actual Cost + 15%	Cost + 15%		Cost + 15%
	Sale / Replacement of 240 Litre MGB's	Actual Cost + 15%	Cost + 15%		Cost + 15%
	Event Bins - 240L (must have minimum 3x MGB's (1 complete set general waste, recycling, FOGO) onsite). Includes Delivery removal & disposal	Per MGB bin set per event	$ 83.25	Exempt	$ 83.25
	Event Bins - Additional 240L MGB. Includes Delivery removal & disposal	Per MGB per event	$ 27.75	Exempt	$ 27.75
	Event bins - 240L Missing or damaged MGB following event	Per MGB per event	Cost + 15%		Cost + 15%
	Council has resolved to incorporate charges associated with the FOGO waste collection and				
	disposal system into the general rates for all residential properties. Where bulk bin services are provided				
	to multi-unit dwellings, an assessment will be made of the cost of this service against the value of the FOGO				
	service per standard residential property, and a charge may be levied if the cost of the bulk bin service exceeds				
	the contribution amount included in the general rates.				
Other Sanitation					
	Compostable Liners		Cost + 15%		Cost + 15%
Community Amenities					
	Room Hire (Casual) - All Council Buildings (otherwise not listed)	Per Hour	$ 45.91	$ 4.59	$ 50.50
	Room Bond (Casual) - Private & Community Groups		$ 326.80	Exempt	$ 326.80
	Room Hire (Sumpton Green) - Contact Belgravia Leisure				
Town Planning Administration fees					
	Application Fees - Dev. value between				
	(a) Less than $50,000		$ 147.00	Exempt	$ 147.00
	(b) More than $50,000 but not more than $500,000	0.32% of estimated cost of Development	Variable	Exempt	Variable
	(c) More than $500,000 but not more than $2,500,000	$1,700.00 + 0.257% for each $1 in excess of $500,000	Variable	Exempt	Variable
	(d) More than $2,500,000 but not more than $5,000,000	$7,161.00 + 0.206% for each $1 in excess of $2,500,000	Variable	Exempt	Variable
	(e) More than $5,000,000 but not more than $21,500,000	$12,633.00 + 0.123% for each $1 in excess of $5,000,000	Variable	Exempt	Variable
	(f) More than $21,500,000		$ 34,196.00	Exempt	$ 34,196.00
	Penalty if development commenced or carried out prior to Approval	Twice the fee payable	Twice Fee	Exempt	Twice Fee
	Extension of Planning Approval prior to expiry	50% of Applicable Fee			Variable
	Minor modifications of approved applications	Minimum fee of $147 up to a maximum of 50% of the original fee as determined by the Executive Manager of Regulatory Services			Variable
	DAP Fees	The maximum fee in accordance with the Planning and Development (Development Assessment Panels) Regulations 2011			Variable
	Deemed-to-Comply Check		$ 295.00	Exempt	$ 295.00
	Refund of Planning Application Fee				
	Prior to assessment	50% of fee			50% of Fee
	Following assessment	Nil			Nil
	General Planning and Development Fees				
	Advertising/Public Comment: in association with D/A's	Per D/A	$ 200.00	$ 20.00	$ 220.00
	Newspaper Notice	Actual cost (inc GST) + Administration Fee	Cost + 15%	Yes	Cost + 15%
	Sign & Notice to Neighbours	Minimum	$ 137.00	$ 13.70	$ 150.70
	Notices to Neighbours only	Minimum	$ 29.64	$ 2.96	$ 32.60
	Installation of Sign by Council		$ 114.18	$ 11.42	$ 125.60
	Community Design Advisory Committee Referral fee		$ 39.55	$ 3.96	$ 43.51
	Subdivision/ Amalgamation				
	Subdivision clearance (not more than 5 lots)		$ 73.00	Exempt	$ 73.00
	Subdivision clearance (5<195 lots) $73.00 per lot for first 5 lots plus $35.00 per lot thereafter		Variable	Exempt	Variable
	Subdivision clearance (>195 lots)		$ 7,393.00	Exempt	$ 7,393.00
	Soil Stabilisation Bond	Refundable	$ 3,135.00	Exempt	$ 3,135.00

	2024/25 Schedule of Fees and Charges		2024/2025		
Schedule	Description of Fee or Charge	Details	GST (excl) $	GST $	GST (incl) $
	Signage Application				
	Application for Planning Approval	Per application	$ 147.00	Exempt	$ 147.00
	Miscellaneous Planning Fees				
	Application for change of street number		$ 119.36	$ 11.94	$ 131.30
	Heritage assessment		Actual cost (inc GST)		
	Written Planning Advice/Zoning Certificate		$ 74.36	$ 7.44	$ 81.80
	L P Scheme No. 3 Text and Map		$ 74.36	$ 7.44	$ 81.80
	L P Scheme No. 3 Map Only		$ 18.64	$ 1.86	$ 20.50
	Archival Search Fee - Plans- (Photocopying in excess of $15 to be charged at cost)		Cost + 15%	Yes	Cost + 15%
	Crossover Variation Application fee		$ 154.00	$ 15.40	$ 169.40
	Payment in Lieu of Parking Plan	Per Parking Plan	Actual cost (inc GST)		
	In accordance with Local Planning Policy 3.1.4 - Payment in Lieu of Parking Plan				
	Scheme Amendments / Structure Plans / Local Development Plans & Rezoning Applications (*Including advertising and gazettal*)	Price on Application			
	Application Fee - Basic/ Standard/ Complex				
	** The Town will provide a cost estimate in accordance with the Planning and Development Act, 2005 Regulation 48(1)(a) of the Planning & Development Regulations 2009. This amount will be based on the estimated number of staff hours charged at the rates below. This amount is required to be paid up-front. The actual cost will then be reconciled and the applicant either provided with an adjustment refund or invoice at the end of the project.**				
	Executive Manager	Hourly rate	$ 75.27	$ 7.53	$ 82.80
	Manager/ Senior Planner	Hourly rate	$ 55.18	$ 5.52	$ 60.70
	Planning Officer	Hourly rate	$ 44.32	$ 4.43	$ 48.75
	Other Staff eg EHO	Hourly rate	$ 48.59	$ 4.86	$ 53.45
	Administration	Hourly rate	$ 39.32	$ 3.93	$ 43.25
	Other Miscellaneous				
	Application for change of Use		$ 295.00	Exempt	$ 295.00
	Penalty if commenced prior to Approval (in addition to the application fee)		$ 661.90	Exempt	$ 661.90
	Section 40 Certificate		$ 164.90	Exempt	$ 164.90
	Home Occupation				
	Application (includes Public Comment Fee)		$ 222.00	Exempt	$ 222.00
	Penalty if commenced prior to Approval (in addition to the application fee)		$ 498.10	Exempt	$ 498.10
	Application for Annual Renewal		$ 81.80	Exempt	$ 81.80
	Application Penalty for Annual Renewal if approval has expired		$ 163.70	Exempt	$ 163.70
RECREATION & CULTURE					
Swimming Areas/beaches					
	Mooring Pen Fees				
	- 8 Metre Pens (deposit of $2,095)	Per annum	$ 4,190.00	$ 419.00	$ 4,609.00
	- 10 Metre Pens (deposit of $2,620.00)	Per annum	$ 5,240.00	$ 524.00	$ 5,764.00
	- 12 Metre Pens (deposit of $3,145)	Per annum	$ 6,290.00	$ 629.00	$ 6,919.00
	- Casual Fees (minimum period 3 months)	Per month	$ 570.00	$ 57.00	$ 627.00
	Vessel Impound Fee	Per Vessel	Cost + 15%		Cost + 15%
	Replacement pens keys		$ 77.45	$ 7.75	$ 85.20
	Dinghy storage - application	Per annum	$ 99.00	$ 9.90	$ 108.90
	Dinghy storage - renewal	Per annum	$ 99.00	$ 9.90	$ 108.90
Other Recreation & Culture					
	General Reserve Hire Fees				
	- Full Day Fee (8.00am - 8.00pm)		$ 506.91	$ 50.69	$ 557.60
	- Per Half Day Fee (AM or PM) (6 hours)		$ 256.64	$ 25.66	$ 282.30
	- Per hour Fee		$ 45.91	$ 4.59	$ 50.50
	- Changeroom Bond (refundable)		$ 315.80	Exempt	$ 315.80
	- Liquor Permit Fee		$ 74.73	$ 7.47	$ 82.20
	- Key Deposit (refundable)	Per key	$ 76.20	Exempt	$ 76.20
	Personal Trainers				
	- Application fee		$ 63.00	$ 6.30	$ 69.30
	- Annual licence fee (permits up to 10 hours maximum per week)		$ 1,485.55	$ 148.55	$ 1,634.10
	- Weekly hire fee (maximum 10 hours per week; annual licence fee is not applicable)	per hour	$ 33.64	$ 3.36	$ 37.00
	Henry Jeffery Oval Junior Football Teams				
	- Per Player Fee - Juniors	Per player (for season)	$ 17.91	$ 1.79	$ 19.70
	- Training two (2) nights/week	Per season	$ 628.82	$ 62.88	$ 691.70
	East Fremantle Junior Cricket Teams				
	- Per Player Fee - Juniors	Per player (for season)	$ 17.91	$ 1.79	$ 19.70
	- Training two (2) nights/week	Per season	$ 628.82	$ 62.88	$ 691.70
Other Culture					
	East Fremantle George Street Festival				
	Site Only - stallholders (per 3x3 area)		$ 128.82	$ 12.88	$ 141.70
	Site Only - food vendors (stall or van)		$ 268.18	$ 26.82	$ 295.00
	Power (where available, additional cost)		$ 54.00	$ 5.40	$ 59.40
	** Note: site fees can be waived for local community groups & not for profits upon written request				
	East Fremantle Art Award - per entry		$ 30.91	$ 3.09	$ 34.00
	Special Events Fees				
	Use of Car Parking areas- Unlicenced- per m2		$ 27.18	$ 2.72	$ 29.90
	Use of Car Parking areas- Licenced- per m2		$ -	$ -	$ -
	Left Bank Special Event Fee - licence agreement		$ 4,344.88	$ 434.49	$ 4,779.37
	On-call Ranger Fee - per 8 hours	Per event	$ 676.45	$ 67.65	$ 744.10
TRANSPORT					
Transport					
	Road, Verge, Footpath & Crossover Reinstatements and Crossover Construction				
	Reinstatement Inspection fees	Per hour	$ 78.50	$ 7.85	$ 86.35
	Reinstatement Works		Cost + 15%		Cost + 15%
	Red Asphalt per m^1		Cost + 15%		Cost + 15%
	Black Asphalt per m^2		Cost + 15%		Cost + 15%
	Concrete per m^2		Cost + 15%		Cost + 15%
	Recoverable Works - Cost plus 15% administration fee		Cost + 15%		Cost + 15%
	Recoverable Graffiti Removal - Cost plus 15% administration fee		Cost + 15%		Cost + 15%
Parking Facilities					
	Parking Fees				
	Parking Fees - Launching Ramp No1 Carpark per hour for the first 4 hours	Per hour	$ 4.45	$ 0.45	$ 4.90
	Thereafter $19.60 per day for maximum 6 days	Maximum per 24 hours	$ 17.82	$ 1.78	$ 19.60
	Parking Fees - Various locations per hour other than Launching Ramp No1.	Per hour	$ 4.45	$ 0.45	$ 4.90
	Fee for Construction Sites for use of parking bay for storage and other use	Per day, per bay	$ 108.82	$ 10.88	$ 119.70
	Miscellaneous				
	Final Notice Fee (28 Days)		$ 26.10	Exempt	$ 26.10
	Resident Boat owners Annual Parking Permit No1 Car Park (renewals August)	Each	$ 50.91	$ 5.09	$ 56.00
	Skip Bin Permits	Each	$ 49.82	$ 4.98	$ 54.80
	Skip Bin Permits - Extension	Each	$ 12.55	$ 1.25	$ 13.80
	Jetty A mooring permits	Each	$ 49.82	$ 4.98	$ 54.80
	Sea container placement permits	Each	$ 49.82	$ 4.98	$ 54.80
	Sea container placement permits - extension	Each	$ 12.55	$ 1.25	$ 13.80
	REFERENCE IS MADE TO FINES AND PENALTIES AS ADOPTED IN THE TOWN'S LOCAL LAWS				

	2024/25 Schedule of Fees and Charges		2024/2025		
Schedule	Description of Fee or Charge	Details	GST (excl) $	GST $	GST (incl) $
ECONOMIC SERVICES					
Building Fees					
	Building Fees - Based on valuation of new building or improvements (including GST) - Minimum $171.65				
	Application fee - Class 1 & 10 - Uncertified (minimum $110)		Variable	Exempt	Variable
	Application fee - Class 1 & 10 - Certified (minimum $110)		Variable	Exempt	Variable
	Application fee - Class 2 to 9 - Uncertified (minimum $110)		Variable	Exempt	Variable
	BCITF levy (where contract value over $20k)		Variable	Exempt	Variable
	Building Services Levy (minimum $61.65)		Variable	Exempt	Variable
	Demolition fees - based on cost of construction (inc. GST) - Minimum $171.65				
	Application fee - Class 1 & 10 ($110)		Variable	Exempt	Variable
	Application fee - Class 2 to 9 ($110)		Variable	Exempt	Variable
	Building Services Levy (minimum $61.65)		Variable	Exempt	Variable
	CTF Levy (where contract value over $20k)		Variable	Exempt	Variable
	Infrastructure Bond - Demolition	Refundable	$ 5,000.00	Exempt	$ 5,000.00
	Infrastructure Bonds				
	If value of works under $20,000	Refundable	$ 1,500.00	Exempt	$ 1,500.00
	$20,000 - $100,000	Refundable	$ 3,000.00	Exempt	$ 3,000.00
	Corner lot or $100,001 - $2 million	Refundable	$ 5,000.00	Exempt	$ 5,000.00
	Over $2 million	Refundable	Price based on replacement costs of		
	Non-refundable Inspection Fee for Infrastructure Bond		$ 71.00	$ 7.10	$ 78.10
	Materials on Verge licence		Variable	Exempt	Variable
	Building Approval Certificate for unauthorised works - based on cost of construction (inc. GST) - Minimum $233.30				
	Building Services Levy (minimum $123.30)		Variable	Exempt	Variable
	CTF Levy (where contract value over $20k)		Variable	Exempt	Variable
	Application fee (minimum $110)		$ 114.90	Exempt	$ 114.90
	Refund of Building Permit fee				
	Prior to assessment	50% of fee	50% of fee	Exempt	50% of fee
	Following assessment	Nil	Nil	$ -	Nil
	Miscellaneous				
	Strata Titles (Form 7) per Strata Titles Gen Regs 1996 - Min $105.80 + GST		Variable	Exempt	Variable
	R-Code Compliance Assessment Fee (From 30 Nov 2015)		$ 145.55	$ 14.55	$ 160.10
	Swimming Pool Fees				
	Pool inspection annual fee		$ 36.40	Exempt	$ 36.40
	Pool inspection fee - request for inspection upon completion		$ 148.45	$ 14.85	$ 163.30
	Pool inspection request outside of pool inspection cycle		$ 148.45	$ 14.85	$ 163.30
EAST FREMANTLE COMMUNITY PARK	DISCLAIMER : Fees & Charges are agreed annually between the Town of East Fremantle and Belgravia Leisure - please refer to Belgravia Leisure for all advertised fees and charges under their management.				
	DISCLAIMER : ALL STATUTORY FEES AMENDED THROUGHOUT THE YEAR WILL BE CHARGED AT THE RATE AS GAZETTED .				

13.4 2024-2025 CAPITAL WORKS BUDGET

Report Reference Number	OCR-2751
Prepared by	Nicholas King, Executive Manager Technical Services
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 21 May 2024
Voting requirements	Absolute Majority
Documents tabled	
Attachments	

1. Proposed Capital works program 2024/2025

PURPOSE

The purpose of this report is to seek Council approval of the indicative capital works program for 2024/2025 to enable project planning and development to occur and to allow for the seamless commencement into the new financial year.

EXECUTIVE SUMMARY

A ten-year capital works program has been developed based on the predictive asset renewal model. Approximately $15 million in capital works is proposed for the next 10 years, as well as transfers of approximately $5 million to the Strategic Asset Management Reserve.

The amount of net funding after operations improves significantly over the life of the ten-year long-term financial plan, resulting in an improvement in asset funding levels.

BACKGROUND

At the Concept Forum held on Tuesday 9 April 2024, the draft 10-year capital works program was provided to Council for feedback. This also included the capital works program for the financial year 2024/2025.

CONSULTATION

Concept Forum Tuesday 9 April 2024.

STATUTORY ENVIRONMENT

Expenditure from the municipal fund not included in the annual budget must be authorised in advance by an absolute majority decision of Council, pursuant to section 6.8 of the *Local Government Act 1995*.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The 10-year forecast financial statements provides for a net capital works program of $2,203,630 in 2024/2025. This is comprised of $3,753,113 in capital expenditure offset non-operating grants and contributions of $1,549,483.

STRATEGIC IMPLICATIONS

3.3.1 Continue to improve asset management within resource capabilities

3.3.1.1 Maintain and implement Asset Management Plans including asset maintenance schedules
3.3.1.2 Implement the 10-year capital works program in line with integrated strategic planning

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That Council does not endorse the indicative capital works program leading to difficulties in clearing the budgeted program	**Possible (3)**	**Moderate (3)**	**Moderate (5-9)**	**FINANCIAL IMPACT $250,001 - $1,000,000**	**Accept Officer Recommendation**

RISK MATRIX

Consequence / Likelihood		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	**9**
Does this item need to be added to the Town's Risk Register	**No**
Is a Risk Treatment Plan Required	**No**

SITE INSPECTION

NA

COMMENT

Council approval of the 2024/2025 Capital Works program is sought prior to formal budget adoption, which is envisaged for the Ordinary Council Meeting of 18 June 2024.

Flagship works include the following:

- Plant and Equipment $599,000 including $310,000 for upgrading streetlights to LED.
- Building works of $1,632,029 including an estimated carryover of $690,000 for the Fremantle Women's Soccer Club Building Upgrade and $707,500 (50% grant application submitted) for Solar and Batter Installation at the East Fremantle Community Park.
- Riverside Road upgrade $483,733 (100% funded from Regional Road Group and Roads to Recovery).
- Parks and Ovals $310,000.
- Footpaths $325,400.
- Carparks $200,000.
- Furniture and Equipment $147,951.

The allocation against carparks includes an amount of $180,000 to progress the design of parking precincts for Silas Street and Leeuwin Carpark, including streetscaping, public art and green elements. A project plan will be prepared detailing project objectives: this will be further discussed with Council.

CONCLUSION

Approval of the 2024/2025 capital works program prior to the Budget adoption will effectively provide staff with one-month additional lead time to develop projects, invite market tender (where applicable) and commence projects. This will facilitate the timely completion of projects and ensure that the Town has a high clearance rate of capital projects at year end.

13.4 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 052105

OFFICER RECOMMENDATION:

Moved Cr Wilson, seconded Cr Natale

That Council:

1. approves the indicative 2024/2025 Capital Works Program as per the attached Schedule.

2. pursuant to section 6.8 of the *Local Government Act 1995*, approves capital expenditure of $3,753,113 in the 2024/2025 Budget, subject to the following funding parameters:

- **Capital Grants $1,549,483.**
- **Transfer from Reserves $896,279.**
- **Proceeds from Sale of Assets $108,000.**
- **Municipal Funds (funding from operating activities) $1,199,351.**

3. approves the pre-commencement of the 2024/2025 Capital Works Program, prior to formal Budget adoption, noting that expenditure will not be incurred until the 1 July 2024.

(CARRIED UNANIMOUSLY 9:0)

For: Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, White, Natale, Maywood & McPhail.

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

Attachment 1

Asset Class	Description	LTFP Yr 1	24/25 Budget	Grants	Reserve	Proceeds
Plant & Equipment	VW Golf Alltrack Wagon (EMRS)		$40,000			$25,000
Plant & Equipment	Isuzu MKR190 truck		$90,000			$45,000
Plant & Equipment	Kobota F3690		$55,000			$22,000
Plant & Equipment	Kobelco SK17SR-5		$40,000			$16,000
Plant & Equipment	Upgrade Street Lights to LED		$310,000		$310,000	
Plant & Equipment	Two EV Charges for East Fremantle Community Park		$44,000	$22,000	$22,000	
Plant & Equipment	Upgrade of EV charger power connection adjacent to Town hall car park		$20,000			
	Total Plant & Equipment		**$599,000**	**$22,000**	**$332,000**	**$108,000**
	Description	**Location**				
Buildings	Tricolore Soccer Club Upgrades - carryover		$690,000	$690,000		
Buildings	Solar and Battery Installation East Fremantle Community Park. Solar installation Town Hall, Depot and Dovenby House	Various Buildings	$707,500	$353,750	$353,750	
Buildings	Floorboard Sealing - enhancing thermal comfort	Town Hall	$13,000			
Buildings	East Fremantle Community Park - Miscellaneous Works		$140,529		$140,529	
Buildings	Upgrade door locks in all Town owned buildings	Various Buildings	$35,000			
Buildings	Downpipes - EH Gray	EH Gray	$1,000			
Buildings	Eaves Lining - EH Gray	EH Gray	$1,000			
Buildings	Verandah Columns - EH Gray	EH Gray	$4,500			
Buildings	Aluminium / wood doors - EH Gray	EH Gray	$4,000			
Buildings	Aluminium / wood windows - EH Gray	EH Gray	$4,500			
Buildings	Painting - EH Gray	EH Gray	$7,500			
Buildings	Eaves Lining - Camp Waller	Camp Waller	$4,500			
Buildings	Upgrade RCD's switchboards - Various buildings	Various Buildings	$10,000			
Buildings	Lighting - Hurricanes	Hurricanes	$9,000			
	Total Buildings		**$1,632,029**	**$1,043,750**	**$494,279**	**$0**
Roads	Riverside Road (adjacent to Leeuwin Boat Ramp)		$483,733	$322,489		
				$161,244		
	Total Roads		**$483,733**	**$483,733**	**$0**	**$0**
Drainage	Drainage - Various River Outlet Reduction and GPTS					
Drainage	Upgrade old pits to SEPs		$15,000			
Drainage	Preston Point Road - Above carpark near Tennis Club - Investigate and upgrade storage prior to water entering pipe to river		$20,000			
Drainage	George Street - Drainage investigation and upgrades to allow underground piped water flow		$20,000			
	Total Drainage		**$55,000**	**$0**	**$0**	**$0**
	Description	**Location**				
Parks & Ovals	Rotunda replacement - Wayman Park	Wayman Park	$40,000			
Parks & Ovals	Rotunda replacement - Mervi Cowan Park		$35,000			
Parks & Ovals	Reticulation upgrades - Preston Point	Preston Point Reserve	$20,000			
Parks & Ovals	Limestone wall replacement - Glasson Park	Glasson Park	$40,000			
Parks & Ovals	Bore test/replacement - Foreshore Parks	Locke Park	$30,000			
Parks & Ovals	Bore pump test - Stratford Street Park	Stratford Street Park	$10,000			
Parks & Ovals	Irrigation upgrade - Marjorie Green Park	Marjorie Green Park	$10,000			
Parks & Ovals	Irrigation upgrade tie in to existing system -Locke Park	Locke Park	$35,000			
Parks & Ovals	Playground upgrades	Various	$0			
Parks & Ovals	Bin upgrades	Various	$10,000			
Parks & Ovals	Drink fountain upgrade	various	$10,000			
Parks & Ovals	Wayman softfall upgrade for exercise equipment	Wayman Park	$20,000			
Parks & Ovals	Extend cricket practice nets hardstand by approx 6m - Henry Jeff & Preston Point	Henry Jeffery Oval and Preston Point Oval	$30,000			
	Total Infrastructure - Parks & Ovals		**$310,000**	**$0**	**$0**	**$0**
Footpaths	Pram ramp upgrades to DDA standards (to do 20 pram ramps)		$20,000			
Footpaths	Moss St, (west side), between Canning Hwy & George St (Remove Concrete and replace with Red asphalt, as per style guide)		$86,400			
Footpaths	George Street (north side), between Hubble St & Duke St (Remove brick paving and replace with red asphalt, as per style guide)		$75,000			
Footpaths	Riverside Road (West side), adjacent to Leeuwin Boat Ramp (do at same time as road upgrade)		$49,500			
Footpaths	Preston Point Rd (west side), between Bolton St & Pier St (Grey concrete) (420m length)		$94,500			
	Total Infrastructure - Footpaths		**$325,400**	**$0**	**$0**	**$0**
Carparks	General Allocation		$20,000			
Carparks	Paid Parking and Streetscape Design Work and Preliminaries - Silas Street and Leeuwin Carpark		$180,000			
			$200,000	**$0**	**$0**	**$0**
Furniture and Equipment	General Allocation		$17,951			
Furniture and Equipment	ERP Replacement - New Electronic Document Records Management System		$70,000		$70,000	
Furniture and Equipment	AV Council Chambers (Recording Equipment + Replace end of life equipment)		$60,000			
			$147,951	**$0**	**$70,000**	**$0**
	Total Capex		**$3,753,113**	**$1,549,483**	**$896,279**	**$108,000**

13.5 ASSET MANAGEMENT PLANS

Report Reference Number	OCR-2665
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 21 May 2024
Voting requirements	Simple Majority
Documents tabled	1. Predictive Asset Renewal Model 7. 10-year Planned Renewals Program

Attachments

2. Roads Asset Management Plan
3. Buildings Asset Management Plan
4. Footpath Asset Management Plan
5. Parks Asset Management Plan
6. Drainage Asset Management Plan

PURPOSE

For Council to note that the Town has developed a predictive asset renewal model and updated its Asset Management Plans accordingly. Council is requested to approve the required asset renewal funding amounts for long-term financial modelling purposes.

EXECUTIVE SUMMARY

The Town has developed a comprehensive predictive asset renewal model which is able to forecast required asset renewals over whole of life, based on the asset data from recent valuation reports i.e. using current replacement costs and remaining useful life (condition assessments) to inform the renewal schedule.

The predictive asset renewal model includes over 4900-line items (individual assets broken down by sub-components) and includes the following information:

- Description of asset.
- The last valuation date.
- Condition rating.
- Depreciated replacement cost.
- Remaining useful life.
- Current replacement cost.
- Annual depreciation expense.
- Required renewal cycle.

The outputs from this model have then been used to update the financial information and ratios in the individual asset management plans, which is summarized at a high level in this report.

BACKGROUND

A recent assessment of the Town's Integrated Planning and Reporting Framework highlighted that the level of integration between the Town's Asset Management Plans and Long-Term Financial Plan could be improved. Given that the Town has a primary responsibility to manage over $90million of non-financial assets, including the new $35million East Fremantle Community Park, improving the maturity of the Town's asset management planning and renewal forecasting was a key project. To this end, a comprehensive predictive asset renewal model has been developed.

CONSULTATION

Chief Executive Officer
Executive Manager Technical Services
External Consultants

STATUTORY ENVIRONMENT

The Department of Local Government has published guidelines on Integrated Planning and Reporting. The guidelines highlight a key input is to integrate the components of the asset management plans into the long-term financial plan, assessing whole of life costs and implications of addressing the renewal funding gap.

POLICY IMPLICATIONS

The Town has adopted an Asset Management Framework.

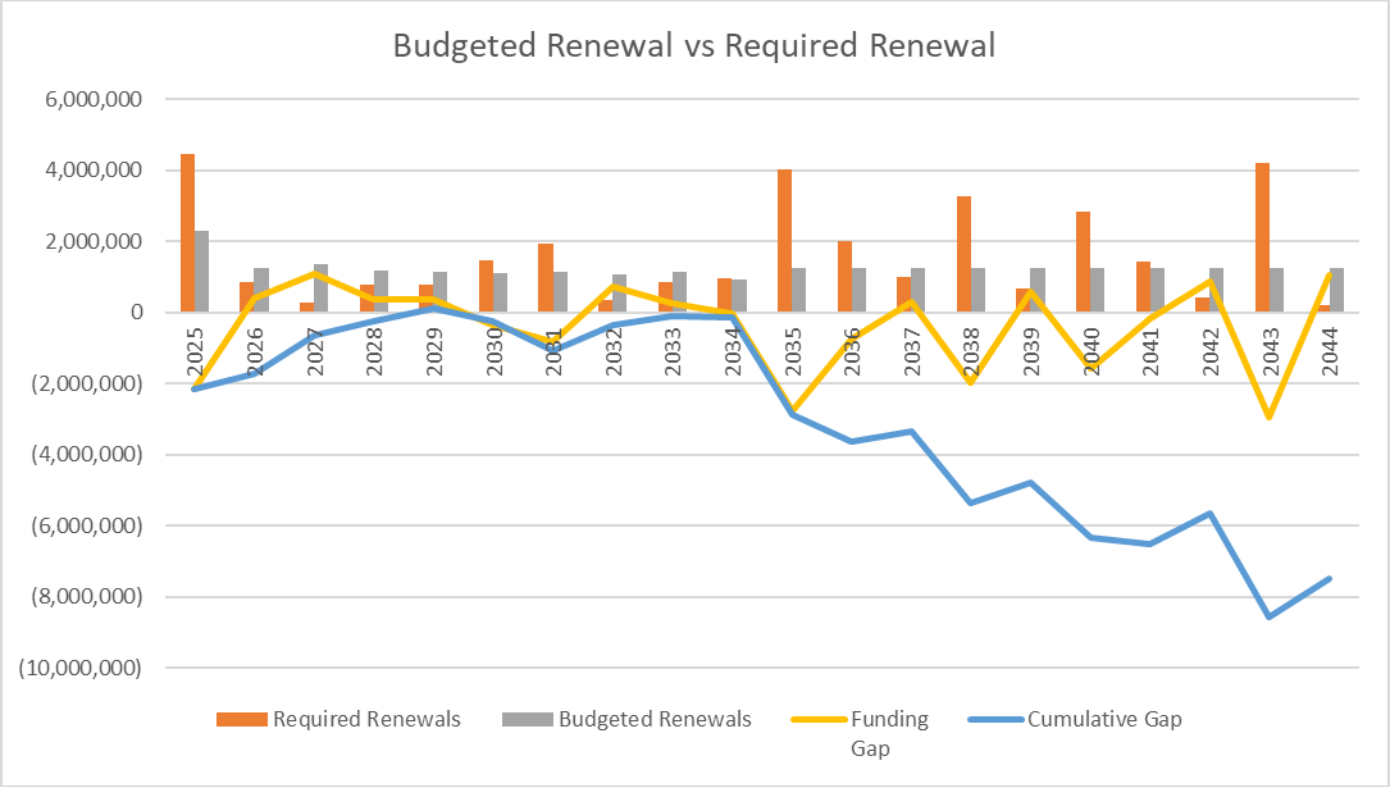
FINANCIAL IMPLICATIONS

The Technical Services team has prepared a planned 10-year capital renewal program as presented in attachment 6.

The predictive asset renewal model indicates that the Town is required to spend $32,800,993 on asset renewals over the next 20 years, or an average of $1,640,049 per annum. A large portion of this expenditure will fall due between the years 10-20, meaning that the Town needs to start allocating funding soon into asset management reserves to be able to fund these asset renewals when they fall due.

Based on the planned 10-year capital renewal program and historical funding levels (net funding after operations), the Town is faced with a cumulative funding gap of $7,508,400 by year 20 (as depicted below).

All Asset Classes						
Year	FY	Required Renewals	Budgeted Renewals	Funding Gap	Cumulative Gap	Asset Sustainability Ratio
1	2025	4,462,717	2,309,133	(2,153,584)	(2,153,584)	117%
2	2026	838,327	1,260,500	422,173	(1,731,411)	64%
3	2027	265,348	1,359,800	1,094,452	(636,959)	69%
4	2028	789,341	1,174,000	384,659	(252,300)	60%
5	2029	796,098	1,148,800	352,702	100,402	58%
6	2030	1,472,828	1,113,000	(359,828)	(259,426)	56%
7	2031	1,935,164	1,130,500	(804,664)	(1,064,090)	57%
8	2032	358,849	1,078,000	719,151	(344,939)	55%
9	2033	869,502	1,128,500	258,998	(85,941)	57%
10	2034	977,530	941,900	(35,630)	(121,571)	48%
11	2035	4,032,523	1,264,846	(2,767,677)	(2,889,248)	64%
12	2036	2,014,401	1,264,846	(749,555)	(3,638,803)	64%
13	2037	984,312	1,264,846	280,534	(3,358,269)	64%
14	2038	3,256,774	1,264,846	(1,991,928)	(5,350,197)	64%
15	2039	689,081	1,264,846	575,765	(4,774,432)	64%
16	2040	2,827,655	1,264,846	(1,562,809)	(6,337,241)	64%
17	2041	1,431,479	1,264,846	(166,633)	(6,503,874)	64%
18	2042	405,655	1,264,846	859,191	(5,644,683)	64%
19	2043	4,199,035	1,264,846	(2,934,189)	(8,578,872)	64%
20	2044	194,374	1,264,846	1,070,472	(7,508,400)	64%
		32,800,993	**25,292,593**	**(7,508,400)**		



Based on the asset data, should the Town wish to fully meet replacement costs over the next 20 years, the following annual funding allocations are required in the long-term financial plan for each asset class. Should the funding not be allocated to a specific asset renewal project in any given year, the funding should be quarantined as a transfer to the asset management reserve, to ensure that the Town has a stable and consistent funding requirement year on year, to avoid any spikes in rate increases. This strategy will support a stable rates pricing pathway.

Asset Class	**Predictive Asset Renewal Model – Annual Required Funding Amount (20 years)**
Buildings	$595,930
Roads	$407,460
Drainage	$27,148
Footpaths	$125,892
Parks and Ovals	$291,461
Other Infrastructure (Bus Shelters/Car Parks)	$43,310
Plant and Equipment	$130,894
Furniture and Equipment	$17,951

STRATEGIC IMPLICATIONS

Strategic Priority 3: Built Environment
Strategy 3.1.1 Continue to improve asset management within resource capabilities.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That the Town does not adequately plan/fund the replacement of community assets	Possible (3)	Extreme (5)	High (10-16)	SERVICE INTERRUPTION - Indeterminate prolonged interruption of services - non-performance >1 month	Accept Officer Recommendation

RISK MATRIX

Consequence / Likelihood		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	**15**
Does this item need to be added to the Town's Risk Register	**Yes**
Is a Risk Treatment Plan Required	**No**

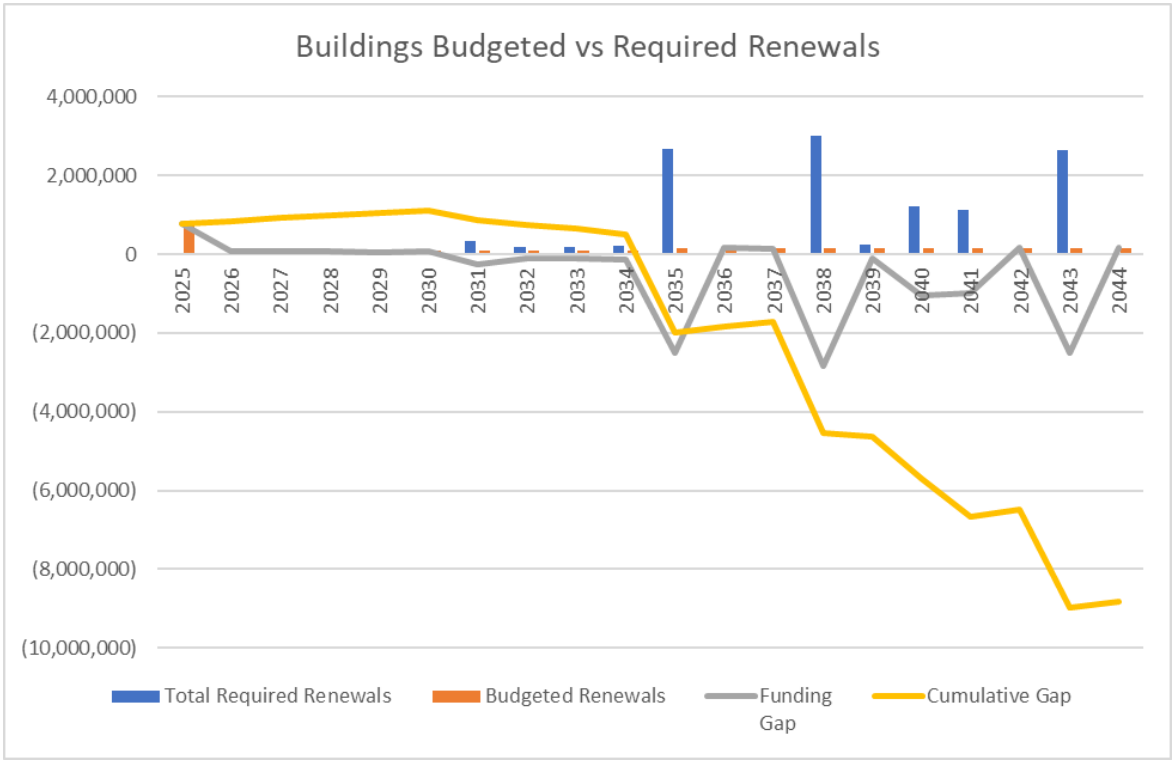
SITE INSPECTION

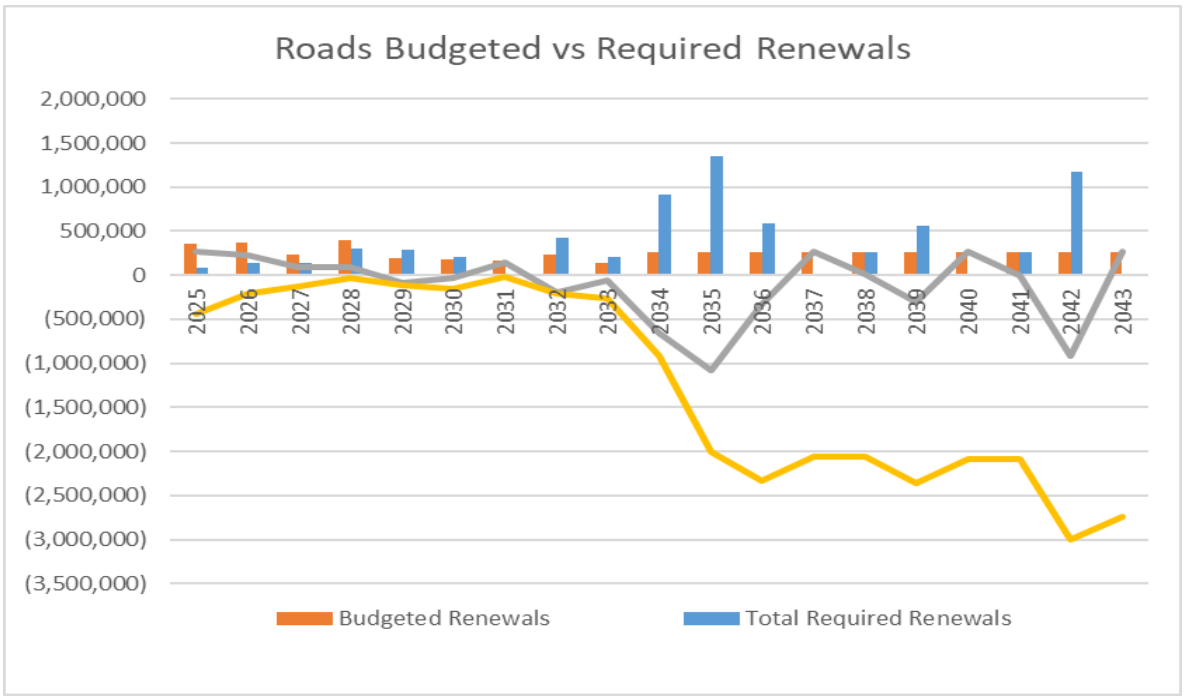
Not applicable.

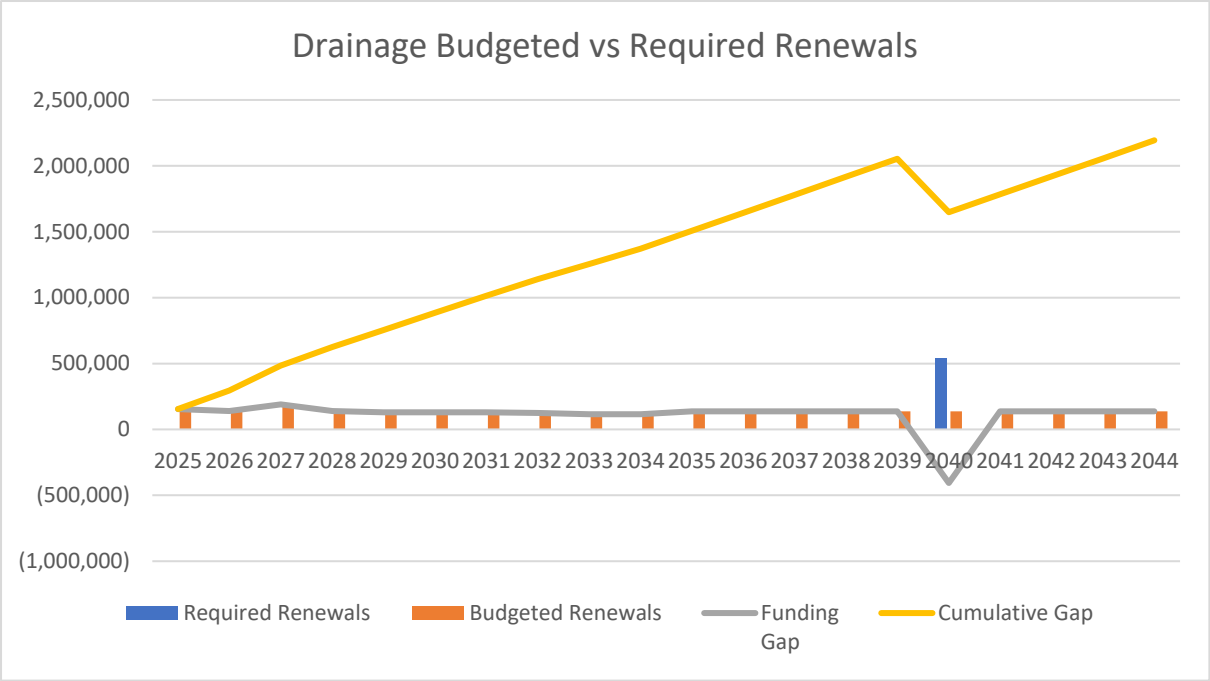
COMMENT

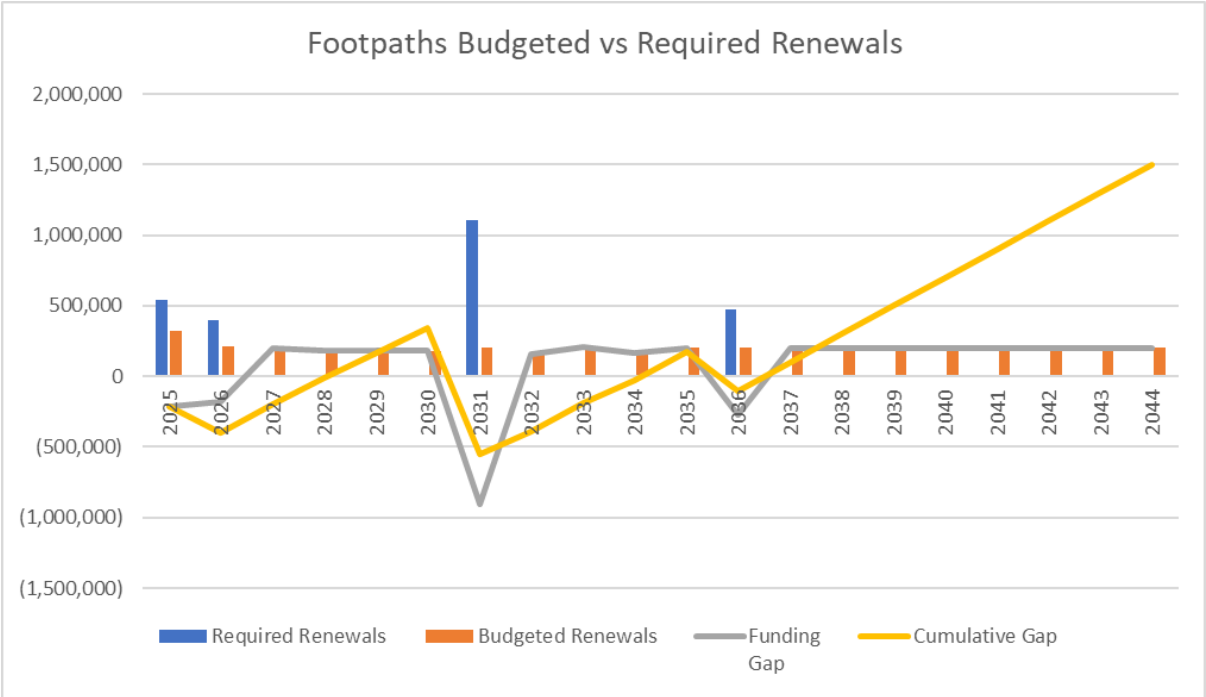
Whilst there is some variability in the asset renewal funding gap between asset classes, overall, the Town needs to increase net funding from operations to invest in asset renewals to ensure that it is not faced with a back log of asset renewals causing a funding issue and placing pressure on rate increases.

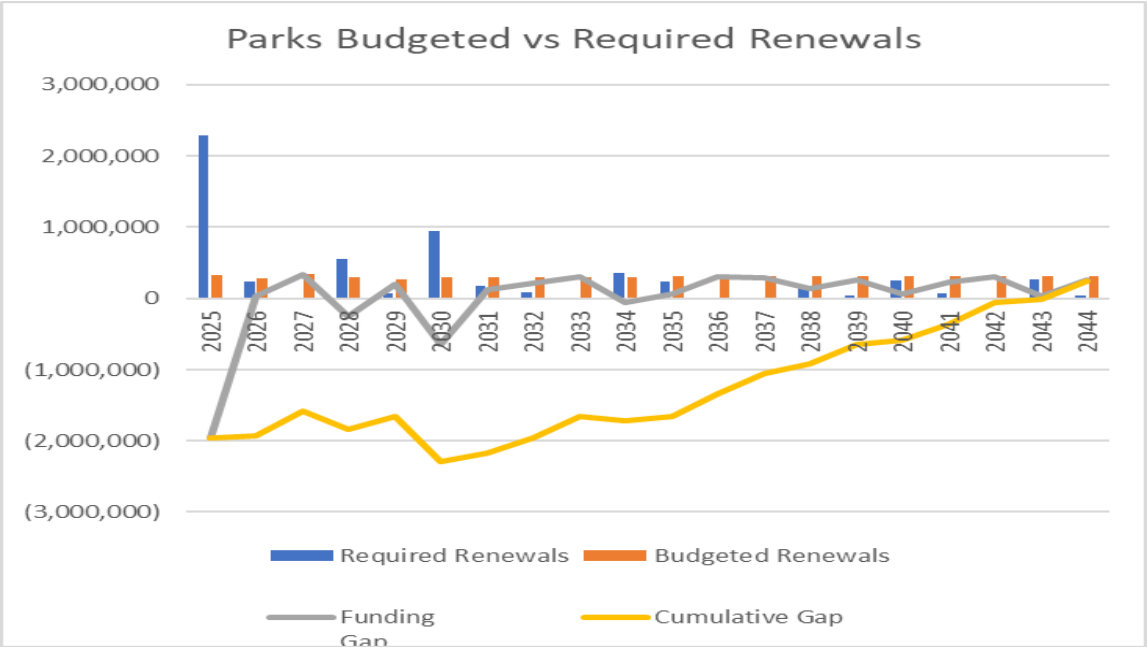
The following is a summary of the asset renewal funding gap for each asset class. This is discussed in the individual asset management plans including an analysis of the asset ratios.


Buildings Budgeted vs Required Renewals
4,000,000
2,000,000
0
(2,000,000)
(4,000,000)
(6,000,000)
(8,000,000)
(10,000,000)
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
Total Required Renewals
Budgeted Renewals
Funding Gap
Cumulative Gap


Roads Budgeted vs Required Renewals
2,000,000
1,500,000
1,000,000
500,000
0
(500,000)
(1,000,000)
(1,500,000)
(2,000,000)
(2,500,000)
(3,000,000)
(3,500,000)
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
Budgeted Renewals
Total Required Renewals


Drainage Budgeted vs Required Renewals
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
(500,000)
(1,000,000)
2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044
Required Renewals
Budgeted Renewals
Funding Gap
Cumulative Gap


Footpaths Budgeted vs Required Renewals
2,000,000
1,500,000
1,000,000
500,000
0
(500,000)
(1,000,000)
(1,500,000)
2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044
Required Renewals
Budgeted Renewals
Funding Gap
Cumulative Gap



- It is apparent that a funding gap will occur for both roads and buildings in outward years based on current funding levels.
- Whilst the Town is currently addressing defects in the footpath network, the overall condition of the footpath network is good, and the Town is currently meeting asset renewal funding requirements.
- Required renewals for drainage is an interesting illustration as it shows that the Town is overfunding the renewal of drainage assets. This is because the lengthy useful life of drainage assets sees minimal replacements required over the 20 years. This is likely to change once better condition data has been obtained, but this will be an expensive CCTV condition assessment, as drainage assets are predominantly below ground.
- The model for parks and ovals illustrates an initial funding gap, which reduces over time. This may reflect the underfunding of this asset class and a latent asset renewal requirement (the model output below indicates that replacement of playgrounds is behind schedule). It is important that the asset data be reviewed when preparing the planned asset renewal program to ensure that renewals are prioritised.

Parks										
Year	FY	Parks & Playgrounds	Amenities	Lighting	Fences & Gates	Signs	Required Renewals	Budgeted Renewals	Funding Gap	Cumulative Gap
1	2025	1,827,051	227,968	134,148	70,307	25,447	2,284,921	330,000	(1,954,921)	(1,954,921)
2	2026	180,362	46,692	0	0	15,525	242,579	275,000	32,421	(1,922,500)
3	2027	9,116	0	0	0	0	9,116	345,000	335,884	(1,586,615)
4	2028	0	0	0	557,829	0	557,829	300,000	(257,829)	(1,844,445)
5	2029	47,693	24,482	0	0	3,327	75,502	270,000	194,498	(1,649,946)
6	2030	356,823	135,727	380,876	26,336	48,092	947,854	300,000	(647,854)	(2,297,801)
7	2031	172,548	0	0	0	0	172,548	300,000	127,452	(2,170,349)
8	2032	90,677	0	0	0	0	90,677	300,000	209,323	(1,961,026)
9	2033	0	0	0	0	0	0	300,000	300,000	(1,661,026)
10	2034	145,748	25,268	28,832	161,006	0	360,854	300,000	(60,854)	(1,721,880)
11	2035	157,423	292	0	71,834	5,253	234,802	305,000	70,198	(1,651,682)
12	2036	0	0	0	0	0	0	305,000	305,000	(1,346,682)
13	2037	9,116	0	0	0	0	9,116	305,000	295,884	(1,050,797)
14	2038	146,457	0	0	0	20,136	166,593	305,000	138,407	(912,390)
15	2039	40,514	0	0	1,014	0	41,527	305,000	263,473	(648,917)
16	2040	190,437	17,568	0	15,594	21,595	245,194	305,000	59,806	(589,111)
17	2041	12,840	46,692	0	0	15,525	75,057	305,000	229,943	(359,168)
18	2042	0	0	0	0	0	0	305,000	305,000	(54,168)
19	2043	268,100	0	0	0	0	268,100	305,000	36,900	(17,268)
20	2044	7,179	24,482	0	0	15,292	46,953	305,000	258,047	240,779
		3,662,084	**549,171**	**543,855**	**903,919**	**170,191**	**5,829,221**	**6,070,000**	**240,779**	

CONCLUSION

A comprehensive predictive asset renewal model has been prepared increasing the level of confidence with respect to required asset renewal funding. On this basis, Council is requested to consider the recommendation below.

13.5 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 062105

OFFICER RECOMMENDATION:

Moved Cr Wilson, seconded Cr Natale

That Council:

1. **notes that a comprehensive predictive asset renewal model has been developed illustrating whole of life cycle asset replacement costs and asset renewal cycles.**
2. **requests that the Chief Executive Officer (or delegate) seek to implement an annual asset condition assessment framework to improve the quality of asset data and update the predictive asset renewal model accordingly.**
3. **notes the annual required asset renewal funding amount derived from the predictive asset renewal model and requests that these funding amounts be incorporated into the long-term financial plan for modelling purposes.**

Asset Class	Predictive Asset Renewal Model – Annual Required Funding Amount (20 years)
Buildings	**$595,930**
Roads	**$407,460**
Drainage	**$27,148**
Footpaths	**$125,892**
Parks and Ovals	**$291,461**
Other Infrastructure (Bus Shelters/Car Parks)	**$43,310**
Plant and Equipment	**$130,894**
Furniture and Equipment	**$17,951**

(CARRIED UNANIMOUSLY 9:0)

For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, Natale, White, Maywood & McPhail.**

Against: **Nil**

REPORT ATTACHMENTS

Attachments to follow on next page.

TOWN of EAST FREMANTLE

ROADS

Asset Management Plan

Version 5.0
March 2024

Institute of Public Works Engineering Australia
AM4SRRC

https://townofeastfremantle.sharepoint.com/sites/Meetings_Agendas/Council_Reports/2405 A Management Plans/Tabled 2 Roads AMP 2024 - Updated.docx

Document History

Author	Date	Version	Details
DL	5 May 2017	1.0	First Draft of Roads AMP based on data from RAMM
SG	19 May 2017	2.0	Final Draft
JM	21 March 2022	3.0	Plan reviewed and revised
JM	January 2024	4.0	Minor changes to plan
Corporate Services	March 2024	5.0	Update financial information and ratios

Development of this plan has been supported by the Department of Local Government and funding from the Local Government Reform Fund which is administered by the Australian Government's Department of Regional Australia, Local Government and Arts.

1. Introduction

This asset management plan is to demonstrate responsive management of assets (and services provided from assets), compliance with regulatory requirements, and to communicate funding needed to provide the required levels of service.

The road network is assessed every 5 years which provides a forward works plan based on condition, drainage and traffic volume. The annual budget is based on the current renewal cost amortised over the anticipated useful life of road segments. This provides sufficient funding to ensure renewal of the network within a 30-year programme.

Unlike other assets roads are not able to be removed to reduce expenditure. Expenditure is balancing renewal and maintenance costs to provide the most cost-effective programme for safe roads.

Community consultation is sought for all traffic management issues.

The infrastructure assets covered by this asset management plan are shown in Table 1.1.

Table 1.1: Assets covered by this Plan based on 2021 Valuation

	Current Replacement Cost ($)	Depreciated Replacement Cost ($)	Cumulative Depreciation ($)	Annual Depreciation ($)	Number of Assets	Total Length (m)	Average Remaining Life (Years)	Average Condition	Depreciation Rate
Road	**32,329,875**	**22,641,273**	**9,688,602**	**522,333**	**1,531**	**183,665**	**35**	**1.93**	**1.62%**
Sealed	**29,711,871**	**20,648,039**	**9,063,832**	**478,704**	**919**	**110,139**	**29**	**2.29**	**1.61%**
Sealed Pavement	15,035,395	10,639,140	4,396,255	171,241	306	36,713	69	1.87	1.14%
Subgrade	4,921,395	4,921,395	-	-	306	36,713			0.00%
Surface	9,755,080	5,087,504	4,667,577	307,463	307	36,713	17	2.70	3.15%
Sw Channel	**2,618,004**	**1,993,234**	**624,770**	**43,628**	**612**	**73,526**	**45**	**1.52**	**1.67%**

Key stakeholders in the preparation and implementation of this Road Asset Management Plan can be divided into internal and external stakeholders.

Internal stakeholders include:

The Town of East Fremantle Council	Custodian of the assets, community representation and administration
Chief Executive	Council representation and administration, Identification and definition of level of service requirements
Operations Team	Design parameters, standards, operation and administration

External stakeholders include:

Town of East Fremantle Community	Asset users, service level expectations
Visitors to the Town of East Fremantle	Asset users
Local Government Insurance Services	Minimisation of risk
Fire and Emergency Services Authority	Road Rescue and Emergency Services

2. Demand Management

Factors affecting demand include population change, changes in demographics, seasonal factors, vehicle ownership, consumer preferences and expectations, economic factors, agricultural practices, environmental awareness, etc.

There are no State Service Delivery Plans that may affect Councils future service delivery for this Asset Class.

Demand factor trends and impacts on service delivery are summarised in Table 2.1.

Table 2.1: Demand Factors, Projections and Impact on Services

Demand factor	Present position	Projection	Impact on services
Population	The estimated resident population as at 30 June 2016 was 8,163	8,600 by 2026	▪ Increased demand on existing road infrastructure. ▪ Increased demand for community facilities and services.
New developments – housing infill requirements	3,065 established dwellings. 2,500 people per km² (3rd highest in Perth metropolitan region)	3,665 dwellings by 2031	▪ Increased demand on existing road infrastructure. ▪ Increased demand for community facilities and services. ▪ Limited/diminishing access to parks and open spaces.

Community Satisfaction Data

The last Community survey in 2023 looked at the importance and satisfaction for the Town of East Fremantle to provide services and facilities.

Service	Satisfaction as of 2023	Performance	Satisfaction 2021
Roads	64%	Increased	59%

Demand Forecasts

The major factor impacting demand for footpath infrastructure is increased population density, as forecast by the Department of Planning. Directions 2031 plans for additional dwelling growth to increase residential densities as part of suitable redevelopment opportunities. The Town of East Fremantle has been earmarked for 600 additional dwellings. Already the Town has the third highest population density per square kilometre in Western Australia.

These in-fill requirements will place increasing demands on the Town's footpath network as more staff will have to be accommodated to service the growing population. Although there will be little requirement for new assets, the demand for the maintenance of existing infrastructure may increase due to higher volume of use.

Database

The data utilised in the development of this Roads Asset Management Plan is based on a condition and data inventory undertaken in March 2022.

Roads will vary considerably in their role dependent upon what they are there to provide for be it efficient mobility on high-volume fast-moving roads or access to properties on lower volume roads. To promote effective, efficient, and uniform traffic management across the state all roads are designated a road hierarchy category.

An asset hierarchy provides a framework for structuring data in an information system to assist in collection of data, reporting information and making decisions. The hierarchy includes the asset class and component used for asset planning and financial reporting and service level hierarchy used for service planning and delivery.

Council's Road Asset Hierarchy, based on the Main Roads WA Road Hierarchy for WA, and is shown in Table 2.2.

Table 2.2: Road Asset Hierarchy

ASSET CATEGORY	SERVICE HIERARCHY	FUNCTION	SERVICE LEVEL OBJECTIVE
Urban Roads	Primary Distributor (PD)	Predominant purpose is the movement of inter-regional and/or cross town/city traffic (freeways, highways and main roads). Primary Distributors have a high degree of connectivity, connecting other Primary and Distributor roads.	Nil – These designated roads are the responsibility of Main Roads Western Australia.
	District Distributor Road A (DA)	Predominant purpose is the high capacity movement of traffic between industrial, commercial and residential areas. District Distributor A roads have a high degree of connectivity, connecting to Primary and/or other Distributor Roads.	2 to 4 lane road constructed and sealed. Design characteristics support an Average Annual Daily Traffic volume greater than 8,000 vehicles per day (vpd). Heavy vehicles permitted on road. Intersection treatments are controlled with appropriate measures such as traffic signals. Pedestrian access controlled with positive measures (pedestrian signals) for safety. Road marked with centrelines, speed signs and guide signs. Speed 60-80km/hr.
	District Distributor Road B (DB)	Predominant purpose is the reduced capacity but high movement of traffic between industrial, commercial and residential areas. District Distributor B roads have a high degree of connectivity, connecting to Primary and/or other Distributor Roads.	2 lane road constructed and sealed. Design characteristics support an Average Annual Daily Traffic volume greater than 6,000 vehicles per day (vpd). Heavy vehicles permitted on road. Intersection treatments are controlled with appropriate Local Area Traffic Management. Pedestrian access controlled with appropriate measures (medians, island refuges) for safety. Road marked with centrelines, speed signs and guide signs. Speed 60-70km/hr.
	Urban Local Distributor (ULD)	Predominant purpose is the movement of traffic within local areas and connecting to high order Distributor Roads. Local Distributors have a medium degree of connectivity, connecting to Distributors and Access Roads.	Road constructed to a pavement width of 8m. Design characteristics support an Average Annual Daily Traffic volume of up to 6,000 vpd. Heavy vehicle's permitted, but only to service properties and subject to designated as a permitted heavy vehicle route. Intersection treatments are controlled with minor local area traffic management such as signing. Road marked with speed and guide signs only. Speed 50-60 km/hr.
	Urban Access Road (UAR)	Predominant purpose is provision of vehicle access to abutting properties. Paved Access Roads have a low degree of connectivity, provided mainly for property access.	Road constructed to a width of 8m. Design characteristics support a maximum Average Annual Daily Traffic volume of up to 3,000 vpd. Heavy vehicles only permitted access to service local properties if road is designated as a permitted heavy vehicle route. Intersection treatments are self controlling. Speed 50-60 km/hr.

Asset condition

Condition is measured using a 1 – 5 rating system as detailed in Table 2.4.

Table 2.4: Description of Condition

CONDITION RATING	DESCRIPTION		
1	Excellent		A new asset or an asset in overall excellent condition, with only a slight condition decline. Only planned maintenance required.
2	Good		An asset in an overall good condition but with minor signs of deterioration evident, serviceability may be slightly impaired. Minor maintenance is required.
3	Fair		An asset with obvious signs of deterioration. Significant maintenance is required.
4	Poor		An asset with severe condition deterioration. Serviceability is becoming limited. Significant renewal is required.
5	Very Poor		An asset that has failed and is no longer serviceable. There is risk in leaving the asset in service. Replacement is required.

Changes in Technology

It is considered that technology changes will have little effect on the delivery of services covered by this plan. Significant impacts resulting from technology changes will be qualified in future revisions of this Roads Asset Management Plan.

3. Level of Service

Legislative Requirements

Council must meet many legislative requirements including Australian and State legislation and State regulations. Relevant legislation is shown in Table 3.1.

Table 3.1: Legislative Requirements

Legislation	Requirement
Local Government Act 1995	Sets out role, purpose, responsibilities and powers of local governments including the preparation of a long term financial plan supported by asset management plans for sustainable service delivery.
Aboriginal Heritage Act 1972	Preservation of the community places and objects used by traditional owners.
Aboriginal Heritage Regulations 1974	Preservation of the community places and objects used by traditional owners.
Disability Services Act 1993	An Act for the establishment of the Disability Services Commission and the Ministerial Advisory Council on Disability, for the progress of principles applicable to people with disabilities, for the funding and provision of services to such people that meet certain objectives, for the resolution of complaints by such people and for related purposes.
Disability Services Regulations 2004	Current amendments to Disability Services Act (1993)
Environmental Protection Act 1986	Provides for the prevention, control and abatement of pollution and environmental harm, and for the conservation, preservation, protection, enhancement and management of the environment.
Environment Protection and Biodiversity Conservation Act 1999	Provides for the development of a Commonwealth Heritage List, which comprises natural, Indigenous and historic heritage places which are either entirely within a Commonwealth area, or outside the Australian jurisdiction and owned or leased by the Commonwealth or a Commonwealth Authority; and which the Minister is satisfied have one or more Commonwealth Heritage values.
Heritage Act of WA 1990	Requires all local governments to compile and regularly review an inventory of local places, which are significant or may become significant heritage properties.
Main Roads Act 1930	Consolidates and amends the law relating to and making provision for the construction, maintenance and supervision of highways, main and secondary roads, and other roads and the control of access to roads.
Main Roads WA – Code of Practice for traffic management for works on roads (April 2011)	To promote safe and consistent traffic management practice at work sites on roads in accordance with state legislation and national standards. Requires general compliance with the Australian Standard 1742.3-2009 and associated field guides, provides details of additional requirements necessary to meet WA requirements. Also outlines the competency requirements for personnel responsible for managing traffic on work sites.
Transport Co-ordination Act 1966	Provides for the co-ordination, planning and advancement of all forms of transport in WA, to provide for the review, control and licensing of transport services and for incidental and other purposes.
Occupational Health and Safety Act 1984 and associated regulations	Administered in part by local governments to promote and improve standards for occupational health, safety and welfare and to coordinate administration of the laws relating to occupational safety and health for incidental and other purposes.
Town of East Fremantle Local Laws and relevant policies	Sets out various requirements and restrictions relating to the use of footpaths.
Australian Standards	Standards are published documents setting out specifications and procedures designed to ensure products, services and systems are safe,

Legislation	Requirement
	reliable and consistently perform the way they were intended to. They establish a common language which defines quality and safety criteria.
Water Authority and Electrical Authority Regulations	Regulatory requirements in relation to water connections and electrical connections and fittings to structures.

Current Levels of Service

The level of service is the defined service quality for the asset. Levels of service provide the basis for the life cycle management strategies and works program identified within the Asset Management Plan. They support the Council's strategic goals and are based on community/customer expectations and technical requirements.

Levels of service can be defined in two terms:

Community Levels of Service relate to the service outcomes that the community wants in terms of safety, quality, quantity, reliability, responsiveness, cost effectiveness and legislative compliance.

Community levels of service measures used in the asset management plan are:

Quality	How good is the service?
Function	Does it meet users' needs?
Safety	Is the service safe?

Technical Levels of Service - Supporting the community service levels are operational or technical measures of performance. These technical measures relate to the allocation of resources to service activities that the council undertakes to best achieve the desired community outcomes.

Technical service measures are linked to annual budgets covering:

- Operations – the regular activities to provide services such as opening hours, cleansing frequency, mowing frequency, etc.
- Maintenance – the activities necessary to retain an asset as near as practicable to its original condition (e.g. road patching, unsealed road grading, footpath repairs),
- Renewal – the activities that return the service capability of an asset up to that which it had originally (e.g. frequency and cost of road resurfacing and pavement reconstruction, pipeline replacement and footpath replacement),
- Upgrade – the activities to provide a higher level of service (e.g. widening a road, sealing an unsealed road, replacing a pipeline with a larger size) or a new service that did not exist previously (e.g. a new library).

Council's current service levels are detailed in Table 3.2.

Table 3.2: Current Service Levels

Key Performance Measure	Level of Service Objective	Performance Measure Process	Desired Level of Service	Current Level of Service (2016)
Community Levels of Service				
Quality	Provide a smooth ride	Customer service requests	Less than 3 per Year	Not currently measured.
Function	Ensure that the road meets the user	Customer service requests	Less than 3 per Year	Not currently measured.

Key Performance Measure	Level of Service Objective	Performance Measure Process	Desired Level of Service	Current Level of Service (2016)
	requirements for travel time and availability			
Safety	Provide safe suitable roads, free from hazards	• Customer reported accidents. • Customer requests for curve realignments and safety signage.	Less than 3 per Year	Not currently measured.
Technical Levels of Service				
Operations	Urban sealed roads are clean	Street sweeping frequency	4 times per annum	Not currently measured.
Maintenance	Road network is suitable for purpose.	• Average maintenance cost per km of road. • Pothole patching frequency	• Less than 10% variation between actual and 4 Year average maintenance cost. • Potholes do not exceed 150mm in diameter	Not currently measured.
Renewal	Ensure roads are replaced/renewed so that roads continue to be fit for purpose	• No of renewals identified in Renewal Plan (reseals) completed per year. • Useful life of Infrastructure Assets	• 80% of renewals identified in first generation Renewal Plan completed per annum. • Sealed surfaces 20 years.	• Not currently measured. • Sealed surfaces 30-35 years.
		• Condition of sealed pavements	• Less than 5% of road surface area with a condition rating of 4 or 5.	• 8.7% of road surface area with a condition rating of 4 or 5.
		• Condition of pavement/formation under sealed roads	• Less than 5% of road pavement/formation area with a condition rating of 4 or 5.	• 0% of road pavement/formation area with a condition rating of 4 or 5.
		• Condition of storm water channel	• Less than 5% of storm water channel length with a condition rating of 4 or 5.	• 0.36% of storm water channel length with a condition rating of 4 or 5.
Upgrade/New	Ensure roads are upgraded to meet current standards and modern needs	No of upgrades identified in Upgrade Plan completed per annum.	80% of upgrades identified in first generation Upgrade Plan completed per annum.	Not currently measured.

Desired Levels of Service

At present, indications of desired levels of service are obtained from various sources including residents' feedback to Councillors and staff, service requests and correspondence. Council has yet to quantify desired levels of service. This will be done in future revisions of this asset management plan.

4. Risk Management Plan

An assessment of risks[1] associated with service delivery from infrastructure assets has identified critical risks that will result in loss or reduction in service from infrastructure assets or a 'financial shock' to the organisation. The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks.

Critical risks, being those assessed as 'Very High' - requiring immediate corrective action and 'High' – requiring prioritised corrective action identified in the Infrastructure Risk Management Plan are summarised in Table 4.1.

Table 4.1: Critical Risks and Treatment Plans

Service or Asset at Risk	What can Happen	Risk Rating (VH, H)	Risk Treatment Plan	Associated Costs
Road	Poor condition of road causes damage to vehicle.	M-H	Establish routine inspection regime and customer request management system for capturing and analysis of reported problems and incidents.	To be investigated
Road	Poor condition of asset causes injury	H	Establish routine inspection regime and customer request management system for capturing and analysis of reported problems and incidents.	To be investigated
Road	Poor road surface causing noise complaints	M-H	Establish routine inspection regime and customer request management system for capturing and analysis of reported problems and incidents.	To be investigated
Road	Damage/injury caused by utility provider assets or work	M-H	Formalise process for recording defects and develop standard process for notification to utility provider.	To be investigated
Road	Loose material on surface causing damage or injury	H	▪ Monitor sediment deposits from rainfall events. ▪ Monitor degradation of gravel road surface during summer periods.	To be investigated
Road	Flooding causing damage to road	H	Evaluate appropriate designs for flood prone areas.	To be investigated
Road	Damage caused by natural disaster	M-H	Monitor weather forecasting and general preparedness	To be investigated
Road	Road seal and/or pavement irregularities causing complaints	M-H	Formalise level of service standards in consultation with community.	To be investigated

[1] Town of East Fremantle Infrastructure Risk Management Plan

5. Financial Management

The Town of East Fremantle has a road network, including kerbs, valued at $32,329,875 at 2021 replacement costs. Amortising the components over the anticipated useful life indicates an annual budget of **$522,333** per year is required to renew the road network. Applications for external funding are lodged for any roads that meet the funding criterion which include road hierarchy, traffic volume, crash statistics and condition.

Road information is also submitted to the WALGA for them to compile reports on the state road network to determine *"if road expenditure is keeping up with road preservation needs. Road preservation is the sum of road maintenance and capital renewal ... by comparing the actual expenditure on road preservation in a year with the estimated amount needed to maintain the roads at their current condition for that year"*.

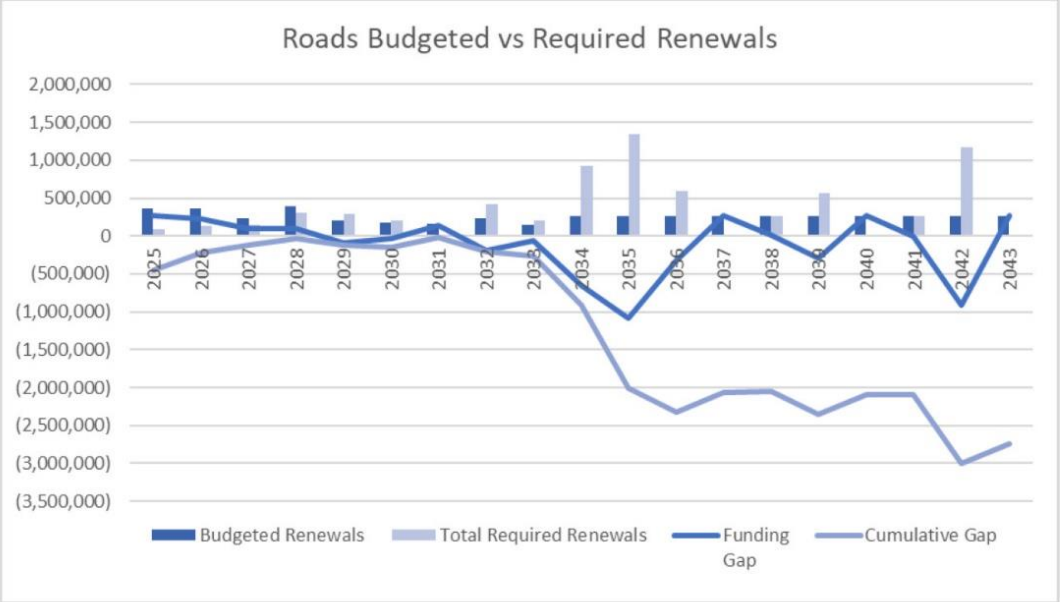
The following analysis has been compiled using the valuation data from the 2021 Talis report.

The table below shows;

- the required renewals identified by the 2021 valuation report for the next 20 years
- the budgeted renewals as identified in the Town's current LTFP, with average annual spend forecast for the final 10 years
- the funding gap for each financial year
- the cumulative gap widening as time progresses

FY	Access Road	Distributor A	Distributor B	Local Distributor	Total Required	Budgeted Renewals	Funding Gap	Cumulative Gap
2025	732,213	0	0	469,931	1,202,144	483,733	(718,411)	(718,411)
2026	22,891	0	0	63,623	86,513	360,000	273,487	(444,924)
2027	139,768	0	0	0	139,768	370,000	230,232	(214,692)
2028	0	0	0	140,575	140,575	234,000	93,425	(121,267)
2029	304,210	0	0	0	304,210	397,800	93,590	(27,677)
2030	215,273	0	0	73,721	288,994	198,000	(90,994)	(118,671)
2031	0	0	0	208,742	208,742	175,000	(33,742)	(152,414)
2032	19,188	0	0	0	19,188	160,000	140,812	(11,601)
2033	388,198	0	0	35,009	423,207	230,000	(193,207)	(204,809)
2034	0	79,040	0	123,407	202,447	144,900	(57,547)	(262,356)
2035	3,366	163,735	323,297	430,509	920,908	265,937	(654,971)	(917,327)
2036	1,349,201	0	0	0	1,349,201	265,937	(1,083,264)	(2,000,591)
2037	48,878	93,986	359,854	91,091	593,810	265,937	(327,873)	(2,328,464)
2038	0	0	0	0	0	265,937	265,937	(2,062,527)
2039	261,021	0	0	0	261,021	265,937	4,916	(2,057,611)
2040	565,298	0	0	0	565,298	265,937	(299,361)	(2,356,971)
2041	0	0	0	0	0	265,937	265,937	(2,091,034)
2042	265,767	0	0	0	265,767	265,937	170	(2,090,864)
2043	1,085,925	0	91,495	0	1,177,420	265,937	(911,483)	(3,002,348)
2044	0	0	0	0	0	265,937	265,937	(2,736,411)
	5,401,196	**336,762**	**774,646**	**1,636,610**	**8,149,214**	**5,412,803**	**(2,736,411)**	

The graph below shows that the funding gap increases significantly in 2035 and continues to grow for the remainder of the 20 year period.



The following ratios are a requirement by the Department of Local Government and are explained in the AMP Guidelines. These figures are based on the 2022-23 financial year.

Asset Consumption Ratio

The asset consumption ratio compares the replacement cost of the Town's assets to the depreciated replacement cost of those assets. Depreciated replacement cost takes into account the condition of the assets, so that the ratio highlights how well the Town has been renewing assets.

The target ratio should be between 50% and 75%. A ratio of less than 50% indicates a rapid deterioration of the asset base, whilst a ratio greater than 75% may indicate an over investment in the asset base.

The ratio below of 77% shows that the Town is adequately maintaining its road assets.

Roads	2022-23 Asset Consumption Ratio
Depreciated Replacement Cost	$26,029,409
Current Replacement Cost	$33,936,360
Roads Consumption Ratio	**77%**

Asset Sustainability Ratio

The asset sustainability ratio compares the financial year capital renewal spend to the depreciation expense of that year. This indicates the rate the Town's assets are being replaced as their condition declines.

Roads	2022-23 Asset Sustainability Ratio
Capital Renewals Expenditure	$354,230
Depreciation Expense	$315,747
Roads Sustainability Ratio	**112%**

The asset sustainability ratio should be between 90 and 110%. A ratio of less than 90% may be under investing, whilst a ratio greater than 110% may indicate over investing.

The ratio of 112% indicates that the Town has adequately renewed its assets for the 2023 financial year.

Asset Renewal Funding Ratio

The asset renewal funding ratio seeks to show whether the Town has the capacity to fund renewals as required. The ratio compares the Town's planned expenditure, taken from the Long Term Financial Plan to the required expenditure as identified by the 2021 valuations.

The standard for local government is met if the ratio is between 75% and 95%, the standard is improving when between 95% and 105%. A ratio of 50-75% indicates inadequate provision for the renewal of the asset base.

For the purposes of the asset management plan, three variations have been provided of the asset renewal ratio to ensure the Town has the information required to plan for the future.

The standard asset renewal funding over 10 years shows the Town in a good position, with the ratio at 114%, exceeding the local government standard.

Asset Renewal Funding over 10 years	
NPV Planned capital expenditure over 10 years (as per LTFP)	$2,753,433
NPV Required capital expenditure over 10 years (as per valuation report)	$2,409,304
Roads Renewal Funding over 10 years	**114%**

The ratio calculated over 20 years however shows the ratio dropping slightly below the standard as the assets age and more renewal work is required to maintain a level of service and condition.

Asset Renewal Funding over 20 years	
NPV Planned capital expenditure over 20 years (as per LTFP + average forecast)	$5,412,803
NPV Required capital expenditure over 20 years (as per valuation report)	$7,542,729
Roads Renewal Funding over 20 years	**72%**

The ratio calculated over the whole of life of the assets calculates the ratio dropping to 55%, well below standard and representing inadequate funding.

Asset Renewal Funding over Whole of Life (to 2080)	
NPV Planned capital expenditure over Whole of Life (as per LTFP + average forecast)	$14,986,535
NPV Required capital expenditure over Whole of Life (as per valuation report)	$27,408,480
Roads Renewal Funding over Whole of Life	**55%**

The current renewal expenditure for Road assets is sufficient and ratios are healthy when compared to local government standards. However, infrastructure assets are of significant value, and once they have reached the end of their useful life, the Town needs to ensure that enough funding has been secured for the future renewal of these assets.

6. Rationalisation

Priority for New Roads

A condition report is commissioned every 5 years to assess the pavement, surface and drainage defects and extent of defects. The resulting scores are compared to all roads in the network and this percentile ranking provides an indication of roads to be prioritised.
The defects are

- Roughness or undulations
- Patches, potholes and cracking
- Edge and kerb condition

The annual works programme also considers the following factors:

- Kerb height suitability for the redirection of stormwater drainage
- Kerb shape suitability for location (barrier, semi mountable or mountable)
- Drainage upgrade or renewal required in the road reserve
- Crack sealing assessment
- Traffic volume
- Age of the road and visual level of service

7. Review

This Plan will be reviewed

- If there is a change of service level or new risk identified
- Financial analysis when required for Fair Value Accounting
- To align with change of strategic direction
- In 5 years if none of the above occur

Appendix A - Maintenance Response Levels of Service

ROUTINE MAINTENANCE ITEMS	INTERVENTION LEVELS	RESPONSE TIME BY CLASS	
		Local Distributor Road	Urban Access Road
1.0 – UNSEALED ROADS & SHOULDERS			
1.1 Pothole Maintenance	Any pothole with depth > 300mm	2 Weeks	12 Weeks
1.2 Repair of general pavement defects	Scouring or corrugations > 100mm depth and length < 20m	6 Weeks	10 Weeks
1.3 Management of loose material	Loose material > 100mm depth at any location on the pavement and < 20m²	2 Weeks	4 Weeks
1.4 Maintenance of shoulders and verges	Any scouring, corrugations or potholing with depth > 100mm	2 Weeks	2 Weeks
2.0 – SEALED ROADS			
2.1 Pothole Maintenance	Any pothole with depth > 75mm	2 Weeks	4 Weeks
	Any pothole with depth > 40mm and dimension of 350mm	2 Weeks	4 Weeks
2.2 Seal Texture Maintenance	Crocodile cracking > 10m²	8 Weeks	8 Weeks
	Longitudinal cracking > 20m²	16 Weeks	16 Weeks
	Flushing > 5m²	16 Weeks	16 Weeks
	Stripping > 5m²	16 Weeks	16 Weeks
2.3 Edge Break Maintenance	Edge break > 250mm from nominal seal edge	1 Week	4 Weeks
2.4 Edge Drop Off Maintenance	Edge drop with depth > 100mm and > 20m length	1 Week	1 Week
3.0 – DRAINAGE/STORM WATER CHANNEL			
3.1 Table drain and open drain maintenance	Isolated blockages (> 10 lm and/or > 2m³)	4 Weeks	8 Weeks
3.2 Kerb and gutter maintenance	> 50% of cross sectional area blocked	8 weeks	8 Weeks
	Isolated blockages (< 5 lm and/or > 30% cross sectional area)	16 Weeks	16 Weeks
4.0 – ROADSIDE, VERGE & SAFETY			
4.1 Guideposts Replacement	Identify & replace all missing or damaged guideposts	4 Weeks	4 Weeks
4.2 Delineator Replacement	For all traffic devices that have delineators, replace any missing or damaged delineators	4 Weeks	4 Weeks
4.3 Sign Straightening	Intervention required when sign is: (a) leaning from vertical and/or rotated from correct position > 45°. (b) vertically displaced by > 0.5m.	2 Weeks	4 Weeks
4.4 Management of sight distance to signs	Vegetation that impedes sight distance to signs from distance of 200m from approaching vehicle	2 Weeks	4 Weeks

Appendix B – Road Condition Assessment updated January 2024

TOWN of EAST FREMANTLE

BUILDINGS

Asset Management Plan



Version 4.0
March 2024

Institute of Public Works Engineering Australia
AM4SRRC

31/07/24

Document History

Document Control	Asset Management for Small, Rural or Remote Communities

Document ID: East Fremantle Buildings Asset Management Plan					
Rev No	**Date**	**Revision Details**	**Author**	**Reviewer**	**Approver**
1.0	16 February 2017	Initial Compilation	DL		
1.1	20 July 2017	Minor edits to text	DL	SG	
2.0	January 2022	Minor updates – Condition assessment due 2022 with financial updates	NK		
3.0	January 2024	Whole review of Plan	HC	NK	
4.0	March 2024	Update of financial information and ratios	PK		

Development of this plan has been supported by the Department of Local Government and funding from the Local Government Reform Fund which is administered by the Australian Government's Department of Regional Australia, Local Government and Arts.

1. Introduction

Background

This asset management plan is to demonstrate responsive management of assets (and services provided from assets), compliance with regulatory requirements, and to communicate funding needed to provide the required levels of service.

The asset management plan is to be read with Council's Asset Management Policy, Asset Management Strategy and the following associated planning documents:

- Plan for the Future
- 10 Year Long Term Financial Plan
- Annual Budget
- Risk Management Policy
- Department of Local Government Asset Management Framework and Guidelines.

The 31 buildings assets shown in Council's asset register and covered by this asset management plan are shown in Table 2.1.

Table 2.1: Assets covered by this Plan

Financial Reporting Class	Fair Value hierarchy	Replacement Cost ($)	Total Fair Value ($)
Land	Level 2 & 3	-	4,024,000
Buildings	Level 2 & 3	43,040,900	23,062,540
Total		**$43,040,900**	**$27,086,540**

Note – A number of buildings or parts of buildings, particularly those associated with community organistions are subject to lease arrangements with varying levels of commitment to maintenance. They are included in the relevant building asset category to enable a contingent liability to be allocated in the case of the Town of East Fremantle assuming full control of the building should the organisation cease to exist.

Key stakeholders in the preparation and implementation of this Buildings Asset Management Plan can be divided into internal and external stakeholders.

Internal stakeholders include:

The Town of East Fremantle Council	Community representation and administration
Chief Executive	Council representation and administration, Identification and definition of level of service requirements
Town of East Fremantle staff	Staff members in building, planning, health and various areas are stakeholders
Operations Team	Design parameters, standards, operation and administration

External stakeholders include:

Town of East Fremantle Community	Building users
Town of East Fremantle building tenants	Building users
Visitors to the Town of East Fremantle	Building users
Local Government Insurance Services	Minimisation of risk
Fire and Emergency Services Authority	Fire and Emergency Services
Heritage Council of WA	Renewal and upgrade compliance requirements

Financial Analysis

Renewal Forecasts

- Overall the majority of the Town's buildings asset components are in fair condition, with 85% of the assets currently rating as a 3 or better.
- 15% of the Town's buildings asset components are in a poor or very poor condition.
- 10 year projections indicate all of the renewals for all buildings assets will be achieved if the allocated renewal figures contained in the LTFP are adhered to.
- However, 20 year projections show that the Town will be under budgeting building renewals by $8.8m by 2044 (NPV).

Sustainability of Service Delivery

The Town is required to report its buildings assets performance in relation to the Department of Local Government's Asset Management Guidelines and Framework.

Based on actual expenditure in 2023/24, the following table indicates the Town's performance in managing our buildings assets.

RATIO YEAR & TYPE	RATIO	DEPARTMENT OF LG FRAMEWORK STANDARDS
2023-24 Buildings Asset Consumption Ratio	54%	To minimum requirement
2023-24 Buildings Asset Sustainability Ratio	7%	Standard is well below requirements (90% minimum)
2023-24 Buildings Asset Renewal Funding Ratio	152%	Standard is met

2.2 Goals and Objectives of Asset Management

The Council exists to provide services to its community. Some of these services are provided by building assets. Council has acquired building assets by 'purchase', by contract, construction by council staff and by donation of assets constructed by developers and others to meet increased levels of service.

Council's goal in managing building assets is to meet the required level of service in the most cost effective manner for present and future consumers. The key elements of building asset management are:

- Taking a life cycle approach,
- Developing cost-effective management strategies for the long term,
- Providing a defined level of service and monitoring performance,
- Understanding and meeting the demands of growth through demand management and building investment,
- Managing risks associated with asset failures,
- Sustainable use of physical resources,
- Continuous improvement in asset management practices.[1]

The goal of this asset management plan is to:

- Document the services/service levels to be provided and the costs of providing the service,

- Communicate the consequences for service levels and risk, where desired funding is not available, and
- Provide information to assist decision makers in trading off service levels, costs and risks to provide services in a financially sustainable manner.

This asset management plan is prepared under the direction of Council's vision, mission, goals and objectives.

Council's vision is:

"Our Town has a distinct identity. We are recognised for the integration of our heritage, lifestyle, environment and community values"

Council's mission is:

"To preserve and promote the Town's proud history and unique identity"

Council is responsible for the provision of buildings including community halls, sporting pavilions, administration centres and other community facilities. Asset management provides for the necessary preventative maintenance to ensure the functionality and performance of the Town's building infrastructure.

The objectives of owning Buildings assets are at two levels:

Level 1 - Corporate Objectives:

- Manage and develop the Towns built infrastructure for long-term sustainability, residential amenity and public safety.
- Ensure all assets are identified.
- Provide improved management of asset-related information.
- Ensure service standards are developed for assets and delivery methods provide best value for the community.

Level 2 – Asset Class Specific

- Ensure the Council's Buildings assets are sustainably managed, maintained, and account for life cycle cost.
- Ensure Buildings are kept clean, presentable and fit for purpose.

2.3 Plan Framework

Key elements of the plan are

- Levels of service – specifies the services and levels of service to be provided by council.
- Future demand – how this will impact on future service delivery and how this is to be met.
- Life cycle management – how the organisation will manage its existing and future assets to provide the required services
- Financial summary – what funds are required to provide the required services.
- Asset management practices
- Monitoring – how the plan will be monitored to ensure it is meeting the organisation's objectives.
- Asset management improvement plan

2.4 Core and Advanced Asset Management

This asset management plan is prepared as an 'intermediate' asset management plan in accordance with the International Infrastructure Management Manual and the Asset Management Framework and Guidelines. It is prepared to provide a robust platform to meet legislative and organisational requirements for sustainable service delivery and long term financial planning and reporting. Intermediate asset management is a 'bottom up' approach where analysis is applied at the 'asset component' level based on property data collected.

2.5 Community Consultation

The Asset Management Framework and Guidelines require local governments to consult with the community on their service requirements, expectations and satisfaction levels as part of the community's ongoing engagement in relation to asset management.

The local government is required to report annually on its asset management; with the community providing feedback on the local government's asset management performance.

This intermediate asset management plan is prepared to facilitate community consultation initially through feedback on public display of draft asset management plans prior to adoption by Council. Future revisions of the asset management plan will incorporate community consultation on existing and future service needs, service levels and costs of providing the service.

This will assist Council and the community in matching the level of service needed by the community, service risks and consequences with the community's ability to pay for the service.

Demand Management

The major factor impacting demand for community and Council building infrastructure asset network is increased population density, as forecast by the Department of Planning. Directions 2031 plans for additional dwelling growth to increase residential densities as part of suitable redevelopment opportunities. The Town of East Fremantle has been earmarked for 600 additional dwellings. Already the Town has the third highest population density per square kilometre in Western Australia. These in-fill requirements will place increasing demands on the Town's building network as more staff will have to be accommodated to service the growing population. Although there will be little requirement for new assets, the demand for the maintenance of existing infrastructure may increase due to higher volume of use.

Community Satisfaction Data

The last Community survey in 2023 looked at the importance and satisfaction for the Town of East Fremantle to provide services and facilities. With results as below:



Demand Forecasts

The major factor impacting demand for building infrastructure is increased population density, as forecast by the Department of Planning. Directions 2031 plans for additional dwelling growth to increase residential densities as part of suitable redevelopment opportunities. The Town of East Fremantle has been earmarked for 600 additional dwellings. Already the Town has the third highest population density per square kilometre in Western Australia.

Legislation

The following legislative requirements, Standards and Codes of Practice, with respect to levels of service, are to be taken into account:

Legislation	Requirement
Local Government Act 1995	Sets out role, purpose, responsibilities and powers of local governments including the preparation of a long term financial plan supported by asset management plans for sustainable service delivery.

Legislation	Requirement
Aboriginal Heritage Act 1972	Preservation of the community places and objects used by traditional owners.
Aboriginal Heritage Regulations 1974	Preservation of the community places and objects used by traditional owners.
Building Act 2011 Building Regulations 2012	Provides for the requirement to obtain a permit for building and demolition work, sets standards for the construction and demolition of buildings and incidental structures, and other related matters.
Building Code of Australia 1996	Construction and building standards for all buildings in Australia.
Dangerous Goods Safety Act 2004	Relates to the safe storage, handling and transport of certain dangerous goods
Disability Services Act 1993	An Act for the establishment of the Disability Services Commission and the Ministerial Advisory Council on Disability, for the progress of principles applicable to people with disabilities, for the funding and provision of services to such people that meet certain objectives, for the resolution of complaints by such people and for related purposes.
Disability Services Regulations 2004	Current amendments to Disability Services Act (1993)
Dividing Fences Act 1961	Local government exemption from 50/50 contribution for dividing fences abutting public open space.
Environment Protection and Biodiversity Conservation Act 1999	Provides for the development of a Commonwealth Heritage List, which comprises natural, Indigenous and historic heritage places which are either entirely within a Commonwealth area, or outside the Australian jurisdiction and owned or leased by the Commonwealth or a Commonwealth Authority; and which the Minister is satisfied have one or more Commonwealth Heritage values.
Health Act 1911	Sets down the legislative requirements in relation to health standards for public buildings, including ablution facilities, and the handling and disposal of hazardous materials including asbestos.
Health (Public Buildings) Regulations 1992	The regulations are intended to address operational matters or those where the BCA is considered inadequate for the protection of public health or safety in and about a public building.
Heritage Act of WA 1990	Requires all local governments to compile and regularly review an inventory of local places, which are significant or may become significant heritage properties.
Occupational Health and Safety Act 1984 and associated regulations	Administered in part by local governments to promote and improve standards for occupational health, safety and welfare and to coordinate administration of the laws relating to occupational safety and health for incidental and other purposes.
Water Authority and Electrical Authority Regulations	Regulatory requirements in relation to water connections and electrical connections and fittings to structures.

Database

The data utilised in the development of this Building Asset Management Plan is based on a condition and data inventory undertaken in February and March 2023, by JLL Consultants.

The Building asset portfolio consists of 31 buildings, with a total replacement cost of $43,040,900.

The table below lists the buildings:

No	Building

1	Town Hall
2	Depot
3	Dovenby House
4	Tricolore Community Centre / Soccer Club
5	Sumpton Green
6	Glyde-In
7	EH Gray – Midwife Centre
8	Old Police Station
9	JP McKenzie
10	Richmond Primary
11	East Fremantle Yacht Club
12	Swan Yacht Club
13	East Fremantle Lawn Tennis Club
14	Hurricanes (Leeuwin)
15	Camp Waller – Scouts
16	Lacrosse / Cricket Club
17	Henry Jeffery Clubrooms
18	Raceway Park Gazebo
19	Kitson Park Pumphouse
20	Marjorie Green Turnstiles
21	Zephyr Café & Toilets
22	Glasson Park Toilets
23	George Booth Turnstiles
24	Locke Park Rotunda
25	61 Allen Street Unit
26	63 Allen Street Unit
27	65 Allen Street Unit
28	67 Allen Street Unit
29	67 Allen Street Unit
30	Allen Street Turnstiles
31	Moss Street Turnstiles

2. Level of Service

Customer Research and Expectations

Council has not carried out any research on customer expectations. This will be investigated for future updates of the asset management plan.

Current Levels of Service

The level of service is the defined service quality for the asset. Levels of service provide the basis for the life cycle management strategies and works program identified within the Asset Management Plan. They support the Council's strategic goals and are based on community/customer expectations and technical requirements.

Levels of service can be defined in two terms:

Community Levels of Service relate to the service outcomes that the community wants in terms of safety, quality, quantity, reliability, responsiveness, cost effectiveness and legislative compliance.

Community levels of service measures used in the asset management plan are:

Quality	How good is the service?
Function	Does it meet users' needs?
Safety	Is the service safe?

Technical Levels of Service - Supporting the community service levels are operational or technical measures of performance. These technical measures relate to the allocation of resources to service activities that the council undertakes to best achieve the desired community outcomes.

Technical service measures are linked to annual budgets covering:

- Operations – the regular activities to provide services such as opening hours, cleansing frequency, mowing frequency, etc.
- Maintenance – the activities necessary to retain an asset as near as practicable to its original condition (e.g. general maintenance such as air conditioning repairs, door repairs etc)
- Renewal – the activities that return the service capability of an asset up to that which it had originally (e.g. frequency and cost of building renewals, or sub element renewals such as gutter replacements etc)
- Upgrade – the activities to provide a higher level of service such as whole building upgrades.

Council's current service levels are detailed in Table 3.2.

Table 3.2: Current Service Levels

Key Performance Measure	Level of Service Objective	Performance Measure Process	Desired Level of Service	Current Level of Service
COMMUNITY LEVELS OF SERVICE				
Quality	1. Ensure that buildings are clean and functional.	1. Customer service requests. 2. Customer satisfaction surveys.	1. < 20 requests per year. 2. > 75% of residents satisfied.	Not currently measured.
Function	1. Ensure that buildings are fit for purpose. 2. Buildings meet minimum health standards and are fully operational. 3. Ensure buildings are accessible to users.	1. Customer satisfaction surveys. 2. Customer service requests. 3. Customer satisfaction surveys	1. > 75% of residents satisfied. 2. < 50 requests per year. 3. > 75% of residents satisfied with access.	Not currently measured.
Safety	1. Buildings are safe, well lit and free from hazards.	1. Customer service requests. 2. Customer satisfaction surveys 3. No of injury/incident reports logged.	1. < 50 requests per year 2. > 75% of residents satisfied. 3. < 5 incidents logged.	Not currently measured
TECHNICAL LEVELS OF SERVICE				
Operations	▪ Ensure buildings are kept clean and have good sanitation.	▪ Cleaning frequency.	Category 1 – Daily Category 2 – Twice per week Category 3 – Weekly Category 4 – As required Category 5 – As required	Category 1 – Daily Category 2 – Twice per week Category 3 – Weekly Category 4 - As required Category 5 – As required
	▪ Building facilities meet users' needs.	▪ Annual condition & defects inspection		Not currently measured
Maintenance	▪ Buildings are suitable for purpose.	▪ Reactive service requests completed within timeframes	▪ Defects made safe within 3 working days. ▪ Repairs completed within 30 working days	Not currently measured
		▪ Planned maintenance activities completed to schedule	▪ All planned maintenance activities are completed to schedule.	
Renewal	▪ Ensure building components are replaced when due so that building continues to be fit for purpose.	▪ No of renewals identified in Renewal Plan completed per annum.	▪ 85% of renewals identified in First generation Renewal Plan completed per annum.	Not currently measured

Key Performance Measure	Level of Service Objective	Performance Measure Process	Desired Level of Service	Current Level of Service
	▪ Building facilities meet users' needs	▪ Condition of buildings	▪ <5% with a condition of 4 or 5.	Aim to have 0% at condition 5
		▪ Budget	$800,000 p.a.	$80,000 p.a.
Upgrades/New	▪ Ensure building components are upgraded to meet all relevant legislation, new standards, and modern needs.	▪ No of non-compliance items with legislation per 6 monthly inspection. ▪ No of upgrades identified in Upgrade Plan completed per annum.	▪ 100% legislative compliance per annum. ▪ 80% of upgrades identified in First generation Upgrade plan completed per annum.	Not currently measured
		▪ Budget	$8,000,000 over 10 yrs.	$800,000 over 10 yrs.

Desired Levels of Service

At present, indications of desired levels of service are obtained from various sources including residents' feedback to Councillors and staff, service requests and correspondence. Council has yet to fully quantify desired levels of service. This will be done in future revisions of this asset management plan.

3. Risk Management

An assessment of risks associated with service delivery from building assets has identified critical risks that will result in loss or reduction in service from building assets or a 'financial shock' to the organisation. The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks.

The buildings with a condition rating of 4 (Fair-Minus) do not pose a significant risk for the Council or to the community at this point in time.
Critical risks, being those assessed as 'Extreme' - requiring immediate corrective action and 'High' – requiring prioritised corrective action identified in the Infrastructure Risk Management Plan are summarised in Table 3.2.

Condition is measured using a 1 – 5 rating system as detailed in Table 4.1.

Table 3.2: Critical Risks and Treatment Plans

Service or Asset at Risk	What can Happen	Risk Rating	Risk Treatment Plan	Retained Risk (E, H, M, L)	Associated Costs
Air conditioning systems	Contamination of air conditioning systems result in possible infection of facility user.	Substantial	1. Inspection and maintenance contracts with external air conditioning service personnel. 2. Replacement program based on condition monitoring. 3. Routine and regular filter maintenance. 4. Public Liability insurance for retained risk.	M	TBA
Electrical Systems	Faulty electrical system results in facility user becoming electrocuted	Substantial	1. Inspection and maintenance contracts with external electrician. 2. RCD's fitted to all buildings. 3. Routine and regular switchboard inspection and maintenance. 4. Routine and regular electrical tagging performed. 5. Public Liability insurance for retained risk	M	TBA
All Buildings	Lack of funding provision for renewal programs results in asset condition declining at a greater than acceptable rate.	Substantial	1. Develop prioritisation criteria for funding of renewal projects. 2. Ensure projected renewal program is funded to appropriate level in LTFP, based on prioritisation criteria.	H	TBA
All Buildings	Lack of preventative maintenance	Substantial	1. Preparation of preventative maintenance programs and	M	TBA

Service or Asset at Risk	What can Happen	Risk Rating	Risk Treatment Plan	Retained Risk (E, H, M, L)	Associated Costs
	programs results in asset value decreasing at a greater than acceptable rate		inclusion of appropriate funding into LTFP and budget. 2. Maintain regular assessment of asset condition. 3. Prioritisation of funding.		

4. Financial Management

Town of East Fremantle is responsible for 31 Building assets.

The replacement value of the Building assets are approximately $43,040,900 based on the current renewal costs.

Table 4.1: Condition Rating

Condition	Condition	Assessment
1	Very Good	A new or near new asset, or an asset recently rehabilitated back to new condition, with no visible signs of deterioration. The asset or component will have no drop in level of service.
2	Good	An asset in excellent overall condition. There would be only very slight condition decline but it would be obvious that the asset was no longer in new condition.
3	Average	An asset in fair overall condition deterioration in condition would be obvious and there would be some serviceability loss.
4	Poor	An asset in fair to poor overall condition. The condition deterioration would be quite obvious. Asset serviceability would now be affected, and maintenance costs would be rising.
5	Very Poor	An asset in poor to unserviceable overall condition deterioration would be quite severe and would be starting to limit the serviceability of the asset. Maintenance cost would be high.

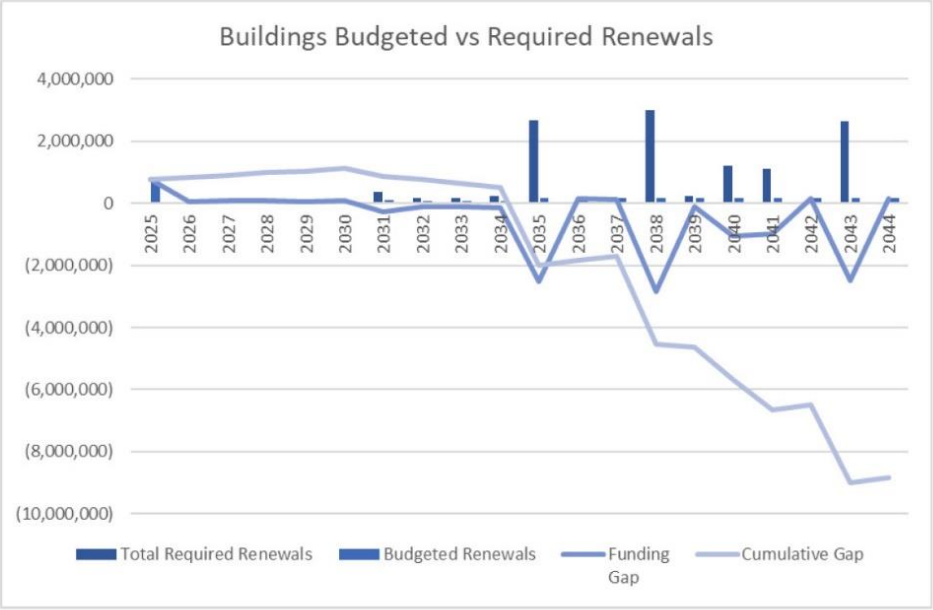
The following analysis has been compiled using the valuation data from the 2023 JLL Valuation report.

The table below shows;

- the required renewals identified by the 2023 valuation report for the next 20 years
- the budgeted renewals as identified in the Town's current LTFP, with average annual spend forecast for the final 10 years
- the funding gap for each financial year
- the cumulative gap widening as time progresses

FY	Finishes & Fittings	Roof	Services	Sub Structure	Super Structure	Required Renewals	Budgeted Renewals	Funding Gap	Cumulative Gap
2025	0	0	0	0	0	0	770,000	770,000	770,000
2026	0	2,900	0	0	8,100	11,000	81,500	70,500	840,500
2027	0	0	0	5,900	0	5,900	80,800	74,900	915,400
2028	2,900	0	0	0	0	2,900	80,000	77,100	992,500
2029	31,000	0	0	0	0	31,000	76,000	45,000	1,037,500
2030	0	0	0	0	0	0	80,000	80,000	1,117,500
2031	343,400	0	6,900	0	0	350,300	90,500	(259,800)	857,700
2032	169,400	3,400	0	0	10,000	182,800	83,000	(99,800)	757,900
2033	94,000	51,900	39,000	0	0	184,900	78,500	(106,400)	651,500
2034	220,000	0	0	3,200	0	223,200	86,000	(137,200)	514,300
2035	336,900	379,000	57,000	0	1,892,000	2,664,900	158,311	(2,506,589)	(1,992,289)
2036	0	0	0	0	0	0	158,311	158,311	(1,833,978)
2037	29,000	0	0	0	0	29,000	158,311	129,311	(1,704,667)
2038	10,000	686,000	736,000	555,100	1,009,000	2,996,100	158,311	(2,837,789)	(4,542,456)
2039	89,000	0	160,000	0	0	249,000	158,311	(90,689)	(4,633,145)
2040	0	361,000	846,000	0	0	1,207,000	158,311	(1,048,689)	(5,681,834)
2041	73,000	104,000	0	394,000	558,000	1,129,000	158,311	(970,689)	(6,652,523)
2042	0	0	0	0	0	0	158,311	158,311	(6,494,212)
2043	902,900	225,800	1,332,900	0	190,000	2,651,600	158,311	(2,493,289)	(8,987,501)
2044	0	0	0	0	0	0	158,311	158,311	(8,829,190)
	2,301,500	**1,814,000**	**3,177,800**	**958,200**	**3,667,100**	**11,918,600**	**3,089,410**	**(8,829,190)**	

The graph below shows that the funding gap increases significantly in 2038 and continues to grow to close to a $9m deficit by 2044.



The following ratios are a requirement by the Department of Local Government and are explained in the AMP Guidelines. These figures are based on the 2022-23 financial year.

Asset Consumption Ratio

The asset consumption ratio compares the replacement cost of the Town's assets to the depreciated replacement cost of those assets. Depreciated replacement cost takes into account the condition of the assets, so that the ratio highlights how well the Town has been renewing assets.

The target ratio should be between 50% and 75%. A ratio of less than 50% indicates a rapid deterioration of the asset base, whilst a ratio greater than 75% may indicate an over investment in the asset base.

The ratio below of 54% shows that the Town is just within the standard, adequately maintaining its building assets. However, taking into account the other ratios listed below, the low percentage is an indication that action may need to be taken.

Buildings	2022-23 Asset Consumption Ratio
Depreciated Replacement Cost	$23,062,540
Current Replacement Cost	$43,040,900
Building Consumption Ratio	**54%**

Asset Sustainability Ratio

The asset sustainability ratio compares the financial year capital renewal spend to the depreciation expense of that year. This indicates the rate the Town's assets are being replaced as their condition declines.

Buildings	2022-23 Asset Sustainability Ratio
Capital Renewals Expenditure	$68,024
Depreciation Expense	$932,341
Building Sustainability Ratio	**7%**

The asset sustainability ratio should be between 90 and 110%. A ratio of less than 90% may be under investing, whilst a ratio greater than 110% may indicate over investing.

The ratio of 7% indicates that the Town is well under the standard for the 2023 financial year. However, the low ratio is attributable to resources being allocated to the construction of the East Fremantle Community Park.

Asset Renewal Funding Ratio

The asset renewal funding ratio seeks to show whether the Town has the capacity to fund renewals as required. The ratio compares the Town's planned expenditure, taken from the Long Term Financial Plan to the required expenditure as identified by the 2021 valuations.

The standard for local government is met if the ratio is between 75% and 95%, the standard is improving when between 95% and 105%. A ratio of 50-75% indicates inadequate provision for the renewal of the asset base.

For the purposes of the asset management plan, three variations have been provided of the asset renewal ratio to ensure the Town has the information required to plan for the future.

The standard asset renewal funding over 10 years shows the Town in a good position, with the ratio at 152%, exceeding the local government standard.

Asset Renewal Funding over 10 years	
NPV Planned capital expenditure over 10 years (as per LTFP)	$1,506,300
NPV Required capital expenditure over 10 years (as per valuation report)	$992,000
Building Renewal Funding over 10 years	**152%**

The ratio calculated over 20 years however shows the ratio dropping slightly well the standard as the assets age and more renewal work is required to maintain a level of service and condition.

Asset Renewal Funding over 20 years	
NPV Planned capital expenditure over 20 years (as per LTFP + average forecast)	$3,089,410
NPV Required capital expenditure over 20 years (as per valuation report)	$11,918,600
Building Renewal Funding over 20 years	**26%**

The ratio calculated over the whole of life of the assets shows the ratio continuing to decline to 55%, well below standard and representing inadequate funding.

Asset Renewal Funding over Whole of Life (to 2081)	
NPV Planned capital expenditure over Whole of Life (as per LTFP + average forecast)	$8,946,917
NPV Required capital expenditure over Whole of Life (as per valuation report)	$43,040,900
Building Renewal Funding over Whole of Life	**21%**

The renewal expenditure for building assets for the initial 10 years of the LTFP is sufficient and the Asset Renewal Ratio is healthy when compared to local government standards. However, building assets are of

significant value, and once they have reached the end of their useful life, the Town needs to ensure that enough funding has been secured for the future renewal of these assets.

5. Review

This Plan will be reviewed:

- Annually at the desktop level
- If there is a change of service level or new risk identified
- Financial analysis when required for Fair Value Accounting
- To align with change of strategic direction
- In 5 years if none of the above occur

Appendix A - JLL Condition assessment and valuation – Undertaken in March 2023

TOWN of EAST FREMANTLE

FOOTPATHS & CYCLEWAYS

Asset Management Plan

Version 5.0
March 2024

Institute of Public Works Engineering Australia
AM4SRRC

Document History

Author	Date	Version	Details
DL	22 February 2017	1.0	Initial Compilation
SG	26 May 2017	2.0	Final Draft
James Morrison	5 January 2022	3.0	Plan reviewed and revised
James Morrison	January 2024	4.0	Plan reviewed and revised
Corporate Services	March 2024	5.0	Update of financial information and ratios

Development of this plan has been supported by the Department of Local Government and funding from the Local Government Reform Fund which is administered by the Australian Government's Department of Regional Australia, Local Government and Arts.

31/07/24

1. Introduction

The footpath network represents a large investment over many generations that supports pedestrians, cyclists and those with mobility aids in our community. A good footpath network provides alternative transport to cars and a safe environment for all user groups.

The Department of Transport has a Long Term Cycle Strategy and is working with 33 Local Governments in the Perth Peel region to determine routes which link parks, schools, community facilities and public transport. The routes identified in this strategy are then eligible for state funding.

The Liveable Neighbourhoods guidelines from the Department of Planning recommend footpaths on both sides of street but to mitigate cost footpaths may be on one side unless the street is an important link to school, shops or public transport.

Since 2016 all cyclists are permitted to ride on footpaths therefore it is important to provide shared paths with a minimum width of 1.8m where possible. For areas where high cyclist patronage is expected, a Cycle Path of minimum width of 2.5m is required.

On road cycle lanes are for confident cyclists who prefer not to use footpaths due to road crossings interrupting the ride.

The Town undertakes an annual footpath condition survey to identify footpath faults. The maintenance and renewal programme is based on this survey to mitigate risk to users. The elderly and vision impaired are more susceptible to falls so correcting footpath trip hazards must remain a priority for maintenance and renewal.

2. Demand Management

Factors affecting demand include population change, changes in demographics, seasonal factors, vehicle ownership, consumer preferences and expectations, economic factors, agricultural practices, environmental awareness, etc.

There are no State Service Delivery Plans that may affect Councils future service delivery for this Asset Class.

Demand factor trends and impacts on service delivery are summarised in Table 2.1.

Table 2.1: Demand Factors, Projections and Impact on Services

Demand factor	Present position	Projection	Impact on services
Population	The estimated resident population as at 30 June 2016 was 8,163	8,600 by 2026	▪ Increased demand on existing footpath infrastructure. ▪ Increased demand for community facilities and services.
New developments – housing infill requirements	3,065 established dwellings. 2,500 people per km^2 (3rd highest in Perth metropolitan region)	3,665 dwellings by 2031	▪ Increased demand on existing footpath infrastructure. ▪ Increased demand for community facilities and services. ▪ Limited/diminishing access to parks and open spaces.

Community Satisfaction Data

The last Community survey in 2023 looked at the importance and satisfaction for the Town of East Fremantle to provide services and facilities.

Service	Satisfaction as of 2023	Performance	Satisfaction 2021
Footpaths and cycleways	60%	Increased	55%

Demand Forecasts

The major factor impacting demand for footpath infrastructure is increased population density, as forecast by the Department of Planning. Directions 2031 plans for additional dwelling growth to increase residential densities as part of suitable redevelopment opportunities. The Town of East Fremantle has been earmarked for 600 additional dwellings. Already the Town has the third highest population density per square kilometre in Western Australia.

These in-fill requirements will place increasing demands on the Town's footpath network as more staff will have to be accommodated to service the growing population. Although there will be little requirement for new assets, the demand for the maintenance of existing infrastructure may increase due to higher volume of use.

Legislation

The following legislative requirements, Standards and Codes of Practice, with respect to levels of service, are to be taken into account:

Local Government Act 1995	Sets out role, purpose, responsibilities and powers of local governments including the preparation of a long-term financial plan supported by asset management plans for sustainable service delivery.
Local laws and relevant policies of the council	
Disability Discrimination Act 1992	Provides protection against discrimination based on disability
Swan and Canning Rivers Management Act 2006	Regulates maintenance activities within proximity to the rivers.
Occupational, Safety and Health Act 1984 and Regulations	The guidelines for employees and employers to undertake within the working environment.
OSH Regulations 1996	The guidelines for employees and employers to undertake within the working environment.
Dividing Fences Act	Local government exempt from 50/50 contribution for dividing fences abutting public open space.
Road Traffic Act	Laws and legislations surrounding road networks.
Austroads Guide Part 6A: Pedestrian and Cycle Paths	
Austroads Guide 13:	The absolute minimum width for two wheelchairs to pass on a path is 1.5m.
MRWA Guidelines	

Database

The data utilised in the development of this Footpaths Asset Management Plan is based on a condition and data inventory undertaken in February 2023.

The Footpaths asset portfolio consists of 437 sections of footpaths, with a total value of $14,348,877. The table below classifies the assets into seven key groups.

Condition	Number	%	Defects	Costs
Excellent	126	29%	193	$ 4,986,762
Good	169	39%	332	$ 5,147,845
Average	49	11%	127	$ 1,365,043
Poor	16	4%	28	$ 406,394
Very Poor	77	18%	443	$ 2,442,833
Total	**437**	**100%**	**1123**	**$ 14,348,877**
			Residual value	**$ 9,484,250**

Costs	$/m2	Total Replacement cost
Insitu Concrete	110	$ 6,817,175
Red Asphalt	150	$ 5,500,854
Black Asphalt	130	$ 1,021,865
Concrete Slabs	110	$ 530,245
Brick Paving	110	$ 478,738
		$ 14,348,877

The footpaths are checked annually for condition to ensure pedestrian and cyclist safety and provides priority for the maintenance programme. This assessment is based on WALGA guidelines.

The current network is mapped according to footpath condition rating, and is provided in Appendix A

Changes in Technology

It is considered that technology changes will have little effect on the delivery of services covered by this plan. Significant impacts resulting from technology changes will be qualified in future revisions of this Footpath Asset Management Plan.

3. Level of Service

Customer Research and Expectations

Council has not carried out any research on customer expectations. This will be investigated for future updates of the asset management plan.

Legislative Requirements

Council must meet many legislative requirements including Australian and State legislation and State regulations. Relevant legislation is shown in Table 3.1.

Table 3.1: Legislative Requirements

Legislation	Requirement
Local Government Act 1995	Sets out role, purpose, responsibilities and powers of local governments including the preparation of a long term financial plan supported by asset management plans for sustainable service delivery.
Aboriginal Heritage Act 1972	Preservation of the community places and objects used by traditional owners.
Aboriginal Heritage Regulations 1974	Preservation of the community places and objects used by traditional owners.
Disability Services Act 1993	An Act for the establishment of the Disability Services Commission and the Ministerial Advisory Council on Disability, for the progress of principles applicable to people with disabilities, for the funding and provision of services to such people that meet certain objectives, for the resolution of complaints by such people and for related purposes.
Disability Services Regulations 2004	Current amendments to Disability Services Act (1993)
Environmental Protection Act 1986	Provides for the prevention, control and abatement of pollution and environmental harm, and for the conservation, preservation, protection, enhancement and management of the environment.
Environment Protection and Biodiversity Conservation Act 1999	Provides for the development of a Commonwealth Heritage List, which comprises natural, Indigenous and historic heritage places which are either entirely within a Commonwealth area, or outside the Australian jurisdiction and owned or leased by the Commonwealth or a Commonwealth Authority; and which the Minister is satisfied have one or more Commonwealth Heritage values.
Heritage Act of WA 1990	Requires all local governments to compile and regularly review an inventory of local places, which are significant or may become significant heritage properties.
Main Roads Act 1930	Consolidates and amends the law relating to and making provision for the construction, maintenance and supervision of highways, main and secondary roads, and other roads and the control of access to roads.
Main Roads WA – Code of Practice for traffic management for works on	To promote safe and consistent traffic management practice at work sites on roads in accordance with state legislation and national standards.

Legislation	Requirement
roads (April 2011)	Requires general compliance with the Australian Standard 1742.3-2009 and associated field guides, provides details of additional requirements necessary to meet WA requirements. Also outlines the competency requirements for personnel responsible for managing traffic on work sites.
Transport Co-ordination Act 1966	Provides for the co-ordination, planning and advancement of all forms of transport in WA, to provide for the review, control and licensing of transport services and for incidental and other purposes.
Occupational Health and Safety Act 1984 and associated regulations	Administered in part by local governments to promote and improve standards for occupational health, safety and welfare and to coordinate administration of the laws relating to occupational safety and health for incidental and other purposes.
Town of East Fremantle Local Laws and relevant policies	Sets out various requirements and restrictions relating to the use of footpaths.
Australian Standards	Standards are published documents setting out specifications and procedures designed to ensure products, services and systems are safe, reliable and consistently perform the way they were intended to. They establish a common language which defines quality and safety criteria.
Water Authority and Electrical Authority Regulations	Regulatory requirements in relation to water connections and electrical connections and fittings to structures.

Current Levels of Service

The level of service is the defined service quality for the asset. Levels of service provide the basis for the life cycle management strategies and works program identified within the Asset Management Plan. They support the Council's strategic goals and are based on community/customer expectations and technical requirements.

Footpath assets serve the community and enable:

- Safe movement of people;
- Community linkages to shops, schools, community facilities and social gatherings;
- Recreation, health and fitness opportunities; and
- Access to properties.

Levels of service can be defined in two terms:

Community Levels of Service relate to the service outcomes that the community wants in terms of safety, quality, quantity, reliability, responsiveness, cost effectiveness and legislative compliance.

Community levels of service measures used in the asset management plan are:

Quality	How good is the service?
Function	Does it meet users' needs?
Safety	Is the service safe?

Technical Levels of Service - Supporting the community service levels are operational or technical measures of performance. These technical measures relate to the allocation of resources to service activities that the council undertakes to best achieve the desired community outcomes.

Technical service measures are linked to annual budgets covering:

- Operations – the regular activities to provide services such as opening hours, cleansing frequency, mowing frequency, etc.
- Maintenance – the activities necessary to retain an asset as near as practicable to its original condition (e.g. road patching, unsealed road grading, footpath repairs),
- Renewal – the activities that return the service capability of an asset up to that which it had originally (e.g. frequency and cost of road resurfacing and pavement reconstruction, pipeline replacement and footpath replacement),
- Upgrade – the activities to provide a higher level of service (e.g. widening a road, sealing an unsealed road, replacing a pipeline with a larger size) or a new service that did not exist previously (e.g. a new library).

Council's current service levels are detailed in Table 3.2.

Table 3.2: Current Service Levels

Key Performance Measure	Level of Service Objective	Performance Measure Process	Desired Level of Service	Current Level of Service
COMMUNITY LEVELS OF SERVICE				
Quality	1. Ensure that footpaths have a smooth walking surface and are aesthetically pleasing.	1. Customer service requests. 2. Customer satisfaction surveys.	1. < 20 requests per year. 2. > 75% of residents satisfied.	1. Not currently measured. 2. 2012 – 67% satisfied or very satisfied.
Function	1. Ensure footpaths meet community needs for pedestrian and cycle travel. 2. Ensure all new footpaths are DDA compliant.	1. Customer satisfaction surveys. 2. Customer service requests.	1. > 75% of residents satisfied with. 2. < 20 requests per year.	Not currently measured.
Safety	1. Footpaths are free from trip hazards and obstructions and are of an adequate width.	1. Customer service requests. 2. Customer satisfaction surveys 3. No of injury/incident reports logged.	1. < 20 requests per year 2. > 75% of residents satisfied. 3. < 3 incidents logged.	Not currently measured
TECHNICAL LEVELS OF SERVICE				
Operations	1. Footpaths are free from trip hazards and obstructions.	1. Customer service requests. 2. Customer satisfaction surveys 3. No of injury/incident reports logged.	1. < 20 requests per year 2. > 75% of residents satisfied. 3. < 3 incidents logged.	Not currently measured
	2. Footpaths are of an adequate width to meet users' needs.	1. Customer service requests. 2. Customer satisfaction surveys	1. < 10 requests per year 2. > 75% of residents satisfied.	Not currently measured

Key Performance Measure	Level of Service Objective	Performance Measure Process	Desired Level of Service	Current Level of Service
Maintenance	1. Footpaths are to be maintained to a good condition, with an intervention level of condition 4.	1. Evaluation of footpath condition data.	1. <10% with a condition of 4 or 5.	1. 22% of the asset portfolio with a condition 4 or 5 rating.

Desired Levels of Service

At present, indications of desired levels of service are obtained from various sources including residents' feedback to Councillors and staff, service requests and correspondence. Council has yet to fully quantify desired levels of service. This will be done in future revisions of this asset management plan.

4. Risk Management

An assessment of risks associated with service delivery from footpath assets has identified critical risks that will result in loss or reduction in service from footpath assets or a 'financial shock' to the organisation. The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks.

The risk of public injury on the risk matrix is rated as insignificant where minimal first aid is required and moderate where medical attention is required. It is the likelihood of a trip happening that determines the risk rating, the worse the condition of a path then the more likely there will be an accident.

Management of risk is by the programmed inspections with the footpath specific condition and risk ranking. The resulting risk ranking determines the intervention time are summarised in Table 4.1.

Contractors are engaged to repair or replace footpaths when required, with Town staff inspecting the completed works to ensure they are to the required standard.

Table 4: Risk Evaluation

Failure Mode, Defect or Cause	Consequence	Likelihood	Risk Level	Existing Control	Response Time	Accept Risk	Risk Treatment Plan	Responsible Officer
Footpath condition 1,2 or 3	Insignificant	Possibly will occur	Low	Annual inspections Resident feedback	6 months	Yes		Supervisor Infrastructure and Assets
Footpath condition 4	Minor – first aid required	Possibly will occur	Moderate	Annual inspections Resident feedback	2-6 months	No	Investigate causes and review treatment/ removal/ renewal of path or cause. Contractor to repair within 2-6 months	Supervisor Infrastructure and Assets
Footpath condition 5	Major - medical treatment	Possibly will occur	High	Annual inspections Resident feedback Surround with hazard tape Advise utility provider	1 week to organise remedial work	No	Investigate causes and review treatment/ removal/ renewal of path or cause. Contractor to repair within 2-6 weeks	Supervisor Infrastructure and Assets
Steps slippery or damaged	Moderate - medical treatment	Possible	High	Surround with hazard tape and arrange repair by contractor	1 day	No	Review cause and useful life with engineer	Operations Supervisor and Supervisor Infrastructure and Assets
Railing damaged	Minor	Possible	Moderate	Surround with hazard tape and arrange repair by contractor	1 week for repair	No	Annual Parks and Street Infrastructure condition assessment	Operations Supervisor and Supervisor Infrastructure and Assets
Line marking faded	Insignificant	Likely to occur	Low	Monitor	6 month inspection	Yes	Review requirements	Supervisor Infrastructure and Assets
Signs faded or missing	Insignificant	Likely to occur	Low	Advise Ranger	6 month inspection	Yes	Review requirements	Senior Ranger
Tree overhang or protrusion	Minor	Possibly will occur	Moderate	Programmed pruning Annual inspections Resident feedback	1 month	Yes	Include location on annual pruning programme	Operations Supervisor

5. Financial Management

Town of East Fremantle is responsible for 59km of footpaths including paths in parks.

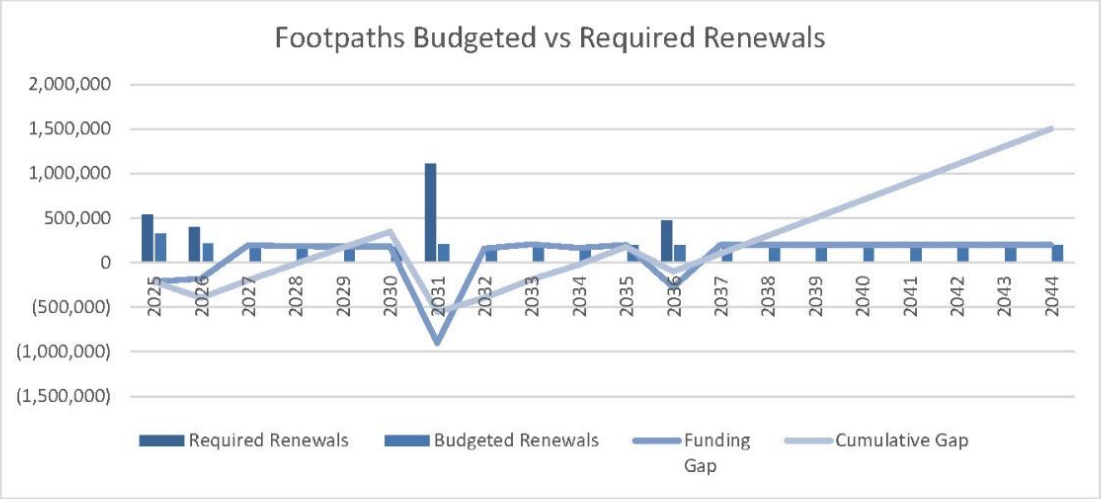
The following analysis has been compiled using the valuation data from the 2021 Talis report.

The table below shows;

- the required renewals identified by the 2021 valuation report for the next 20 years
- the budgeted renewals as identified in the Town's current LTFP, with average annual spend forecast for the final 10 years
- the funding gap for each financial year
- the cumulative gap over 20 years

FY	Required Renewals	Budgeted Renewals	Funding Gap	Cumulative Gap
2025	540,247	325,400	(214,847)	(214,847)
2026	395,162	215,000	(180,162)	(395,009)
2027	0	197,000	197,000	(198,009)
2028	0	185,000	185,000	(13,009)
2029	0	180,000	180,000	166,991
2030	0	180,000	180,000	346,991
2031	1,106,010	205,000	(901,010)	(554,019)
2032	0	160,000	160,000	(394,019)
2033	0	205,000	205,000	(189,019)
2034	0	165,000	165,000	(24,019)
2035	0	200,266	200,266	176,247
2036	476,438	200,266	(276,172)	(99,925)
2037	0	200,266	200,266	100,341
2038	0	200,266	200,266	300,607
2039	0	200,266	200,266	500,873
2040	0	200,266	200,266	701,139
2041	0	200,266	200,266	901,405
2042	0	200,266	200,266	1,101,671
2043	0	200,266	200,266	1,301,937
2044	0	200,266	200,266	1,502,203
	2,517,857	**4,020,060**	**1,502,203**	

The graph below shows that while the funding gap dips in 2031, budgeting a consistent amount year on year ensures that the cumulative figure will see that the Town is adequately funded over the 20 year period.



The following ratios are a requirement by the Department of Local Government and are explained in the AMP Guidelines. These figures are based on the 2022-23 financial year.

Asset Consumption Ratio

The asset consumption ratio compares the replacement cost of the Town's assets to the depreciated replacement cost of those assets. Depreciated replacement cost takes into account the condition of the assets, so that the ratio highlights how well the Town has been renewing assets.

The target ratio should be between 50% and 75%. A ratio of less than 50% indicates a rapid deterioration of the asset base, whilst a ratio greater than 75% may indicate an over investment in the asset base.

The ratio of 50%, falling within the target ratio, shows that the Town is adequately maintaining its footpath assets.

Footpaths	2022-23 Asset Consumption Ratio
Depreciated Replacement Cost	$6,731,307
Current Replacement Cost	$13,414,332
Footpaths Consumption Ratio	**50%**

Asset Sustainability Ratio

The asset sustainability ratio compares the financial year capital renewal spend to the depreciation expense of that year. This indicates the rate the Town's assets are being replaced as their condition declines.

Footpaths	2022-23 Asset Sustainability Ratio

Capital Renewals Expenditure	$294,899
Depreciation Expense	$89,475
Footpath Sustainability Ratio	**330%**

The asset sustainability ratio should be between 90 and 110%. A ratio of less than 90% may be under investing, whilst a ratio greater than 110% may indicate over investing.

The ratio of 330% indicates that the Town has adequately renewed its assets for the 2023 financial year. Whilst this ratio may seem high, when the lower Asset Consumption ratio is also taken into account, it appears the Town may be catching up on footpath renewals.

Asset Renewal Funding Ratio

The asset renewal funding ratio seeks to show whether the Town has the capacity to fund renewals as required. The ratio compares the Town's planned expenditure, taken from the Long Term Financial Plan to the required expenditure as identified by the 2021 valuations.

The standard for local government is met if the ratio is between 75% and 95%, the standard is improving when between 95% and 105%. A ratio of 50-75% indicates inadequate provision for the renewal of the asset base.

For the purposes of the asset management plan, three variations have been provided of the asset renewal ratio to ensure the Town has the information required to plan for the future.

The standard asset renewal funding over 10 years shows the Town in a good position, with the ratio at 99%, exceeding the local government standard.

Asset Renewal Funding over 10 years	
NPV Planned capital expenditure over 10 years (as per LTFP)	$2,017,400
NPV Required capital expenditure over 10 years (as per valuation report)	$2,041,419
Footpaths Renewal Funding over 10 years	**99%**

The ratio calculated over 20 years however shows the ratio is continuing to rise, indicating that renewal funding could be decreased and directed to a different asset class by this point in time.

Asset Renewal Funding over 20 years	
NPV Planned capital expenditure over 20 years (as per LTFP + average forecast)	$4,020,060
NPV Required capital expenditure over 20 years (as per valuation report)	$2,517,857
Footpaths Renewal Funding over 20 years	**160%**

The ratio calculated over the whole of life of the assets calculates the ratio as 142%, well above standard.

Asset Renewal Funding over Whole of Life (to 2097)	
NPV Planned capital expenditure over Whole of Life (as per LTFP + average forecast)	$14,634,158
NPV Required capital expenditure over Whole of Life (as per valuation report)	$10,284,814
Footpaths Renewal Funding over Whole of Life	**142%**

Assets covered by this Plan

Costs	$/m2	Total Replacement cost
Insitu Concrete	110	$ 6,817,175
Red Asphalt	150	$ 5,500,854
Black Asphalt	130	$ 1,021,865
Concrete Slabs	110	$ 530,245
Brick Paving	110	$ 478,738
		$ 14,348,877

The life expectancy of concrete is 100 years however a footpath is subject to pedestrian traffic, bicycles and tree roots damaging paths so for the purposes of financial analysis the useful life above is used. The remaining useful life is based on the footpath condition as can be seen below:

Condition vs useful life

Condition of Path	Remaining useful life
1	95%
2	75%
3	50%
4	20%
5	5%

From the annual condition inspection undertaken in February 2023, projected renewals are based on correcting condition 5 and 4 faults identified.

Condition	Number	%	Defects
Excellent	126	29%	193
Good	169	39%	332
Average	49	11%	127
Poor	16	4%	28
Very Poor	77	18%	443
Total	**437**	**100%**	**1123**

31/07/24

Rationalisation

The principles of rationalisation are explained in the AM Guidelines and is related to changing the level of service or finding other funding sources.

The majority of the Town of East Fremantle has footpaths on both sides of the road and as almost the entire town is within 500m of shops, schools or aged accommodation it is recommended to retain a strong path network.

To reduce the Council's financial obligations the options are to reduce the service, reduce the cost and/or to source external funding.

For streets with high traffic volume or high speed there is a safety requirement for 2 footpaths and pedestrian refuge islands at crossing points.

Path type also alters costing, with the Town having seven different types of footpaths this means different contractors with each different material.

External funding has been obtained but is now subject to specified routes as agreed in the Department of Transport Long Term Cycle Network.

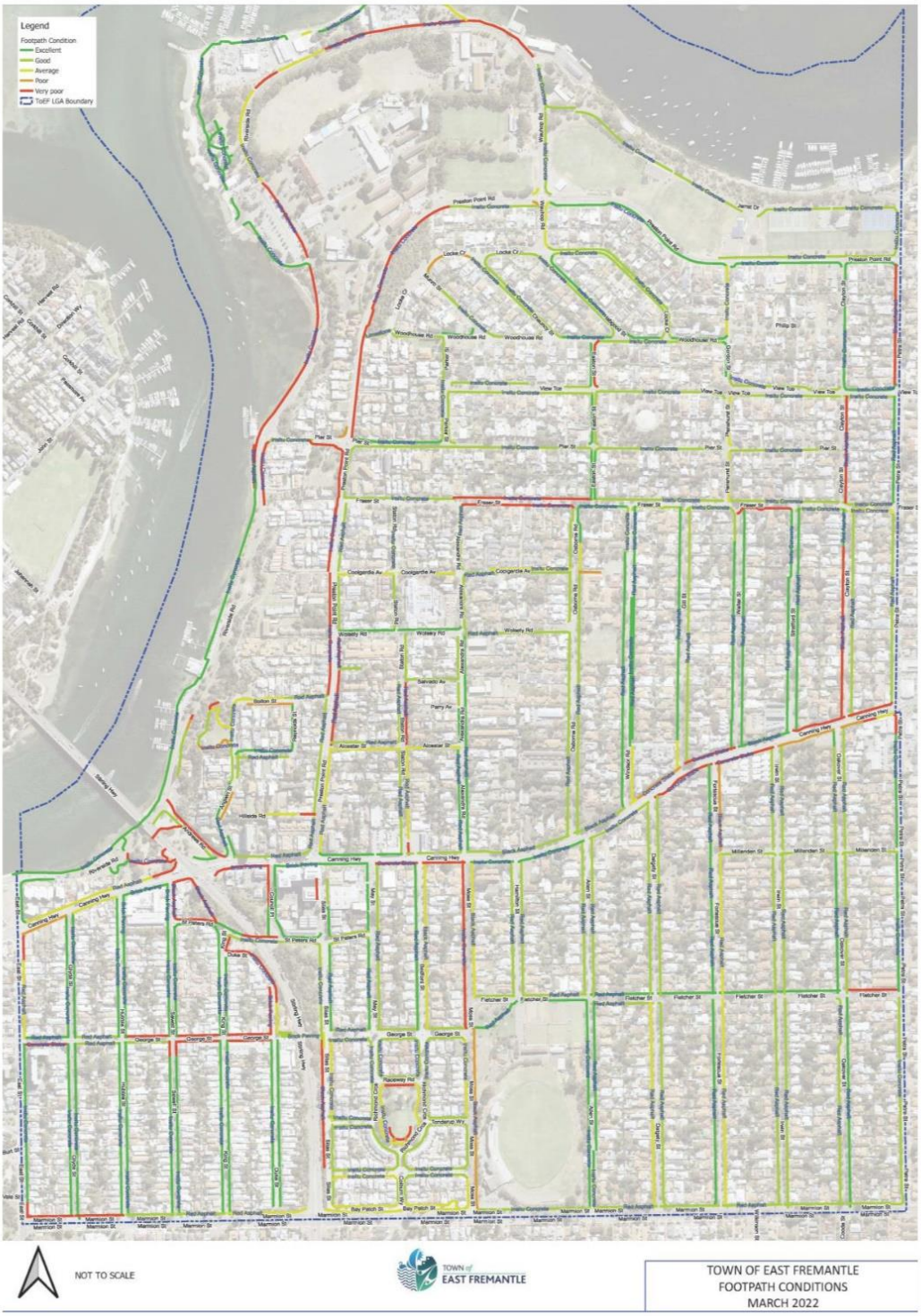
The priority for footpath renewal is to mitigate risk by ensuring the network is safe. This is undertaken by replacing footpaths in poor condition and ensuring new paths are of appropriate width to service future needs and create a well-connected network.

6. Review

This Plan will be reviewed

- If there is a change of service level or new risk identified
- Financial analysis when required for Fair Value Accounting
- To align with change of strategic direction
- In 5 years if none of the above occur

Appendix A - Footpath Condition Map – Updated February 2023



Appendix B - Footpath Asset condition spreadsheet – Updated February 2023

TOWN of EAST FREMANTLE

Parks & Ovals

Asset Management Plan

Version 4.0
March 2024

Document History

Author	Date	Version	Details
DL	14 October 2016	1.0	Original plan created by consultant
Nicholas King	17 January 2022	2.0	Internal update of plan
Dave Burke	January 2024	3.0	Minor changes to plan
Corporate Services	March 2024	4.0	Update of financial information and ratios

Introduction

This Asset Management Plan is for parks, ovals and reserves within the Town of East Fremantle and covers infrastructure, playgrounds, Irrigation, ground management and environmental care. It excludes street trees and verges.

The asset management plan is to be read with Council's Asset Management Policy, Asset Management Strategy and the following associated planning documents:

- Plan for the Future
- Forward Capital Works Plan
- 10 Year Long Term Financial Plan and Annual Budget
- Risk Management Policy
- Department of Local Government Asset Management Framework and Guidelines.

The Town of East Fremantle has a relatively large area of passive parks and sports fields as can be seen in table 1, comprising of 10 playgrounds. Also worth noting is that every residence is within approximately 500m of parks or natural areas.

Table 1

Asset category	Total Area (M^2)
Major Passive Parks	15,500
Minor Passive Parks	4,390
Natural Areas	19,000
Sports Fields/Active Parks	146,049
Marmion Street median strip	15,000
TOTAL	**199,939**

The largest area of asset category is sports fields and active parks, which compromises of almost 80% of the parks and natural areas within the Town.

The Operations department since 2016 implemented an asset upgrade program of all assets within this plan, including resurfacing and relevelling of Preston Point Oval in 2021/22 financial year. Parks have been progressively upgraded with oval resurfacing, bores and park furniture. The park furniture includes picnic shelters, BBQ's, seating and bins among other items.

The Towns only major natural areas comprise of Niergarup track bushland, cliff top along Jerrat Drive and Locke Crescent Reserve.

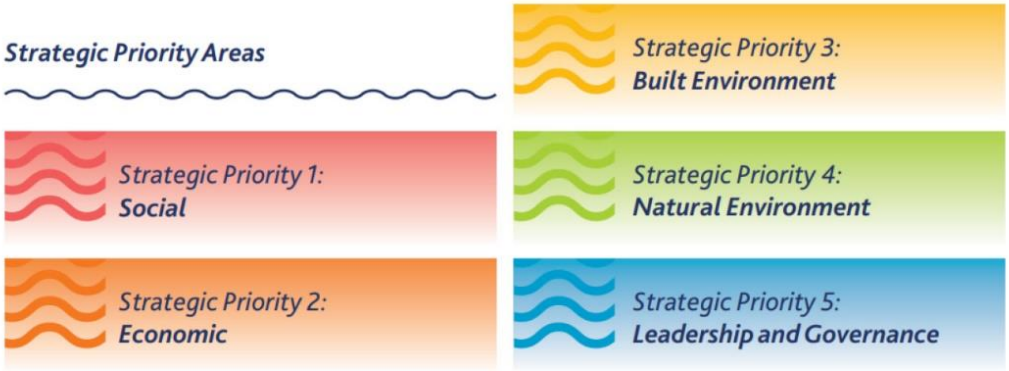
The Tennis Club and East Fremantle Oval are leased from the Town of East Fremantle and the grounds are managed and maintained by the Clubs. In saying this, the water sourced for

both clubs is provided and maintained by the Town. The Town has a duty of care to ensure Best Practice principles are utilised by the clubs to ensure the water bodies are not adversely affected and the asset value of the property is maintained.

1. Demand Management

Strategic Community Plan 2020-2030

In the Strategic Community Plan there are five strategic Priority Areas as below:



Parks, Oval and Reserves are incorporated into the Towns Priority Areas as below.

Social

1.1 Facilitate appropriate local services for the health and wellbeing of the community
1.2 Inviting open spaces, meeting places and recreational facilities

Built Environment

3.3 Plan and maintain the Town's assets to ensure they are accessible, inviting and well connected.

Natural Environment

4.1 Conserve, maintain and enhance the Town's open spaces.
4.2 Enhance environmental values and sustainable natural resource use
4.3 Acknowledge the change in our climate and understand the impact of those changes.

Corporate Business Plan 2019-2023

The Town's Corporate business plan places indicators on the individual priority areas, with the Towns bi-annual community perceptions survey used as an indicator on progress and success.

Community Satisfaction

In the 2021 Community Survey satisfaction rating for the Town's parks and playgrounds was given an 85% positive rating, and a performance index score of 67 out of 100. This score is a drop from the 2019 score which was 74 out of 100.

Legislation

The following legislation is for both employees and subcontractors and should be referenced, where appropriate, in tender documents.

General	
Local Government Act 1995	Sets out role, purpose, responsibilities and powers of local governments including the preparation of a long-term financial plan supported by asset management plans for sustainable service delivery.
Occupational, Safety and Health Act 1984 and Regulations	Sets out roles and responsibilities to secure health, safety and welfare of the person at work.
Crown Lands Act 1989 ; Land Administration Act 1997	Controls the use and leasing of Crown and other land used by the Town
Aboriginal Heritage Act 1972; Aboriginal and Torres Strait Islander Heritage Protection Act 1984	Guides land managers on rules of engagement with regards to registered sites such as the Swan River
Playgrounds	
AS 4685:2004; AS 2555; IS EN 1176	Australian Playground Standards & Safety requirements
AS 4422:1996	Playground Surfacing - Specifications, requirements and test method
AS 4486:1997	Playground Development, Inspection, Installation, Maintenance and Operation Standards
Parks	
AS 4373:2007 & ANSI A300:2001	Pruning of amenity trees & Tree Care Operations - Tree, Shrub And Other Woody Plant Maintenance - Standard Practices
AS 2726:2004	Chainsaws – safety requirements
AS1604:2012; HB 164:2002 & AS/NZS 1748	Wood, wood preservation and stress grading
AS 1725:2010 &AS 2423:2002	Chain link fencing standards
AS 2560:2002 & HB 49.1:1993	Sports lighting principles

AS/NZS 3827; AS 1798:1992; AS 4282	Lighting requirements
AS 2890	Parking provision standards for vehicles, bicycles and disabilities
Western Power Guidelines	Guidelines for vegetation management under power lines
Dividing Fences Act 1971	Relates to common fences between public and private land
Electrical Regulations 1947	For public power installation
Garden Soil Guidelines 1998	Provides guidance on soil hygiene
Health (Asbestos) Regulations 1992	Relates to contaminated site managment
Cat Act 2011; Dog Act 1976; Animal Welfare Act 2002; Wildlife Conservation Act 1950	Assists with natural area management specifically relating to flora and fauna protection
Litter Act 1979	Litter management
Environment	
Environmental Protection Act 1986	Protection of local flora and fauna
Environmental Protection (Clearing of vegetation) 2004 & AS 4970:2009; Environment Protection and Biodiversity Conservation Act 1999	Clearing of vegetation and Tree protection on development sites
State Planning Policy 2.8	Protection and management of Bushland Forever sites
Environmental Protection (Noise Regulations) 1997	Hours of Work
Local Government Natural Resource Management Policy (Swan River Trust); Swan and Canning Rivers Management Act 2006; Waterways Conservation Act 1976	Natural Area management of the Swan River foreshore
Emergency Management Regulations 1947	
DR AS 5334	Climate change adaptation for settlements and infrastructure
Department of Water; Rights in Water and Irrigation Act 1914	Groundwater license regulations and scheme water restrictions
Bushfires Act 1954	Managing fuel loads in natural areas
Conservation and Land Management Act 1984	Protection of local flora and fauna
Harbours and Jetties Act 1928; Jetties Act 1926	Guidance for managing jetties along Swan River both public and private

Demand Forecasts

The major factor impacting demand for footpath infrastructure is increased population density, as forecast by the Department of Planning. Directions 2031 plans for additional dwelling growth to increase residential densities as part of suitable redevelopment opportunities. The Town of East Fremantle has been earmarked for 600 additional dwellings. Already the Town has the third highest population density per square kilometre in Western Australia.

These in-fill requirements will place increasing demands on the Town's footpath network as

more staff will have to be accommodated to service the growing population. Although there will be little requirement for new assets, the demand for the maintenance of existing infrastructure may increase due to higher volume of use.

Demand factor trends and impacts on service delivery are summarised in Table 2.

Table 2: Demand Factors, Projections and Impact on Services

Demand factor	Present position	Projection	Impact on services
Population	The estimated resident population as at 30 June 2016 was 8,163	8,600 by 2026	▪ Increased demand on existing footpath infrastructure. ▪ Increased demand for community facilities and services.
New developments – housing infill requirements	3,065 established dwellings. 2,500 people per km^2 (3rd highest in Perth metropolitan region)	3,665 dwellings by 2031	▪ Increased demand on existing footpath infrastructure. ▪ Increased demand for community facilities and services. ▪ Limited/diminishing access to parks and open spaces.

Changes in Technology

- Australian Standards continually update playground standards to ensure continued safety for children.
- Research indicates increased contact with nature results in positive attributes of children's health, behaviour and learning
- CCA treated pine logs are considered unsafe for children's playgrounds
- Outside exercise equipment for adults.
- Fertiliser use affect on water bodies
- Gross Pollutant Traps can extract gross litter, sediment and oils Irrigation management by computer

Database

Prior to determining what is required it is necessary to understand the existing facilities in Public Open Space - their performance, age and life expectancy. The last detailed asset condition assessment was undertaken in 2021, with all of the relevant assets itemised, assessed and given unit values.

Condition assessment is based on allocating 1 to 5 with 1 being as new condition, 3 requiring maintenance checks and 5 to be removed due to failure or obsolescence.

2. Level of Service

This is the link between satisfying community needs and the cost of providing the service.

Priority for New Park Equipment

Equipment is renewed based on condition, risk, community requests and utilisation.
Pumps and Bores have a reserve fund as they are operated until failure.
All new infrastructures must be costed for whole of life maintenance, removal and renewal to ensure sustainability

Public open space is listed in a hierarchy to identify the use and the requirements for users. The classification is based on the Department of Sport and Recreation framework which specifies size and purpose. DSR Framework for Open Space.pdf

Hierarchy	Primary Function	Usage	Other factors	Facilities required to serve function
Regional Open Space	Recreation, organised sport and/or environmental	Residents and visitors from outside local government	No specific area Connection to roads and public transport	Parking, Walk paths, picnicking, Children's play, Environmental management
District Open Space	Organised formal Sport	Local and District players	5-15+ ha	Size suitable for sport Public Transport Central location Children's play Picnicking
Neighbourhood Open space	Recreation and social focus of community	Residents within 800m or 10 min walk	1-5 ha Cycle and footpaths Close to schools	Junior Sport Different simultaneous activities
Local Open Space	Recreation for local residents	Residents within 400m or 5 min walk	0.4-1 ha Footpath connection	Play areas, dog exercise, rest spots

Community Levels of Service

Key Service Criteria	Level of Service	Performance Measurement	Target Performance	Current Performance	Actions Required to meet Performance Target	Resources Required
Safety	Equipment safe	Number of reported accidents	Nil	Nil	Equipment checked Weekly and audited annually by registered contractors	Budget for programmed maintenance
Customer Satisfaction	Facilities provided for residents	Customer Satisfaction Survey	85%	78%	Investigate customer feedback	Officer time Process for recording feedback
Customer Satisfaction	Type of play equipment installed at parks	Catering for all ages	Equipment serves a varied age range	Junior and Senior combinations of playgrounds, some sport equipment.	Brochure advising residents of facilities in Parks Areas for informal ball games.	Planned renewal
Customer Satisfaction	Appearance	Programmed maintenance	70% planned 30% reactive maintenance (Best Practice)	80/20	Mowing fortnightly Garden maintenance monthly Litter pick up weekly BBQ cleaned weekly	Budgeted programme

Technical Levels of Service

Key Service Criteria	Level of Service	Performance Measurement	Target Performance	Current Performance	Actions Required to meet Performance Target	Resources Required
Condition	Playground is safe for children	Programmed inspection of play equipment and sandpit	Meet Australian Standards and manufacturers recommendation	Equipment replaced every 15 years Equipment audited once a year Sand cleaned quarterly Weekly hazard inspections	Performance target met Check Australian Standards for changes	Maintenance and renewal Budget
Functionality	Facilities for District Open Space	Facilities for non residents	Toilets, BBQs & Parking	Glasson Park has toilet, but no other parks have toilets maintained by Council	Ensure facilities for District Parks (existing & future) – locations identified	Budget and Planning
Functionality	Facilities available for residents	Park facilities and access known to residents	All POS have facilities indicated	Plan has not been updated since 2010	Update plan & web	Officer time (technical and marketing)
Cost	Parks renewal and maintenance is sustainable.	% of rateable income spent on Parks	10% for maintenance and 2% for capital	9% for maintenance and 4% for capital	Long Term Financial Planning and Programmed Maintenance	Officer time

3. Risk Management

1.Establish the Context

Public Open Space can be an area where there is risk of injury – either from play equipment or sporting activities - therefore the Duty of Care must be transparent with processes in place to ensure risk is minimised.

It is important for Councils to provide equipment that is suitable for a cross section of ages, challenges or skill development but does not fail in its structure.

- Litigation can be pursued up to the age of 21 for any injuries sustained
- Events and issues must be recorded and kept for 18 years to address the above issue
- Playground maintenance manuals indicate recommended intervals to programme maintenance to the structures (eg grease points, replace grips)

Environmentally the Town is responsible for monitoring water quality in water bodies. This involves not only the monitoring of the environmental water quality within the Lake, monitoring of quality and quantity of water abstracted from the ground as the two issues are interdependent.

2. Identify Risks

There is inherent risk to all children who climb so it is necessary to select equipment which

- conforms to Australian Standards,
- the condition can be visually checked
- is maintainable.

Environmentally the Swan River Foreshore is a sensitive area.

- If polluted poses a risk to the wildlife. (This risk of pollution must be dealt with in conjunction with the drainage network)
- Fertiliser run off poses risk of algae, loss of oxygen and loss of wildlife.

3. Risk Evaluation and Management

The following table identifies the risk, consequences, likelihood, risk level, controls, treatment plans and responsibilities. Whenever a risk becomes apparent or occurs it needs to be evaluated immediately and the Asset Management Plan updated to retain corporate knowledge.

Failure Mode, Event, Defect or Cause	Consequence (what can happen)	Likelihood (when can it occur)	Risk Level	Existing Control	Response Time	Accept Risk	Risk Treatment Plan	Responsible Officer
Playgrounds Change in Australian Standards	**Legal & Compliance**-Serious breach **Moderate**	Unlikely	Medium	Annual Compliance Audit or as required	At replacement of item	Yes	New standards need not be retrospectively addressed until item is replaced. New item must conform to new standards	Executive Manager Technical Services
Damaged playground equipment	**Safety** Onsite medical treatment **Moderate**	Unlikely	Medium	Weekly Inspections If <$200 & parts available rectify If >$200 contact Supervisor P & E	Weekly	Yes	Preventative maintenance	Supervisor P & E
Damaged playground equipment	**Safety** First aid treatment **Minor**	Unlikely	Low	Customer feedback	Within 24 hours	No	Remove hazard & make safe	Supervisor P & E
Hazard within playground soft fall areas and surrounds	**Safety** First aid treatment **Minor**	Possible	Medium	Customer feedback, weekly inspections, quarterly sand cleaning and annual audits	Immediate	Yes	Remove hazard and make safe	Supervisor of P & E
Parks Retaining wall failure	**Property** Localised Damage **Moderate**	Unlikely	Low	Park Inspections	Weekly	Yes	Visual inspections and repairs to mortar work as required.	Supervisor of P & E
Bore Water Usage	**Legal & compliance –** Non compliance and breach of regulations **Minor**	Possible	Medium	Soil testing & annual parks reviews	Monthly water usage	Yes	Monthly monitoring in conjunction with Waste officer	Supervisor of P & E
Bore Water Quality	**Environment** - Plants and grass die. **Minor** impact	Possible	Medium	Water wise guide	Annual water quality testing	Yes	Annual monitoring by TOEF and metropolitan wide by Department of Water	Supervisor of P & E
Infrastructure	**Safety** Onsite medical treatment **Moderate**	Possible	Medium	Park Inspections & Resident Feedback	Weekly	Yes	Remove Hazard and make safe	Executive Manager Technical Services
Weed Control	**Environment** – Exposure or risk of poisoning **Moderate**	Possible	High	Plan being created as of 2022	Action prior to flower set	No	Random Audits of contractor	Supervisor P & E
Sporting Grounds Poor condition for new lessee	**Financial –** $50,000-200,000 **Moderate** **Operations** – Significant delays **Moderate**	Unlikely	Medium	Nil	Annual	No	Ground maintenance plans to be submitted annually to Manager P & E in conjunction with an annual inspection	Supervisor of P & E
Environment Illegal clearing, vandalism or tree poisoning	**Environment –** breach of legislation **Major**	Possible	High	State Government Legislation	Notification to State Govt Dept within 1 week.	No	Issue press release Signage to discourage recurrence	Executive Manager Technical Services
Polluting spillage off roads into water bodies	**Environment –** contamination requiring third party assistance **Major**	Unlikely	Medium	DEC has an environmental spill response team to deal with these situations. Drainage mapped.	Immediate	Yes	Outlets to Swan River	Executive Manager Technical Services
Bushfire	**Property** - Moderate	Unlikely	Medium	Town bushfire management plan	Immediate	Yes	Implement Urban Fire Management Plan by FESA	Executive Manager Technical Services

4. Financial Management

A programme of improvements has been undertaken for all parks and current replacement costs are based on a style guide established in 2021.

The Town of East Fremantle currently has $5,639,066 worth of park assets. Amortised over their useful life this equates to $402,000 per year required for renewal or reserves. This does not include ongoing maintenance costs or artwork.

	Current Replacement Cost	Depreciated Replacement Cost	Annual Depreciation	Number of Assets	Average Remaining Useful Life
Parks	**5,639,066**	**1,928,728**	**232,165**	**1,260**	**14**
Amenities	460,312	144,671	24,432	175	6
Fences & Gates	1,003,393	347,286	37,830	223	14
Lighting	543,855	216,492	27,193	135	8
Parks & Playgrounds	3,497,092	1,171,689	136,967	454	23
Signs	134,414	48,591	5,744	273	7
Grand Total	**5,639,066**	**1,928,728**	**232,165**	**1,260**	**14**

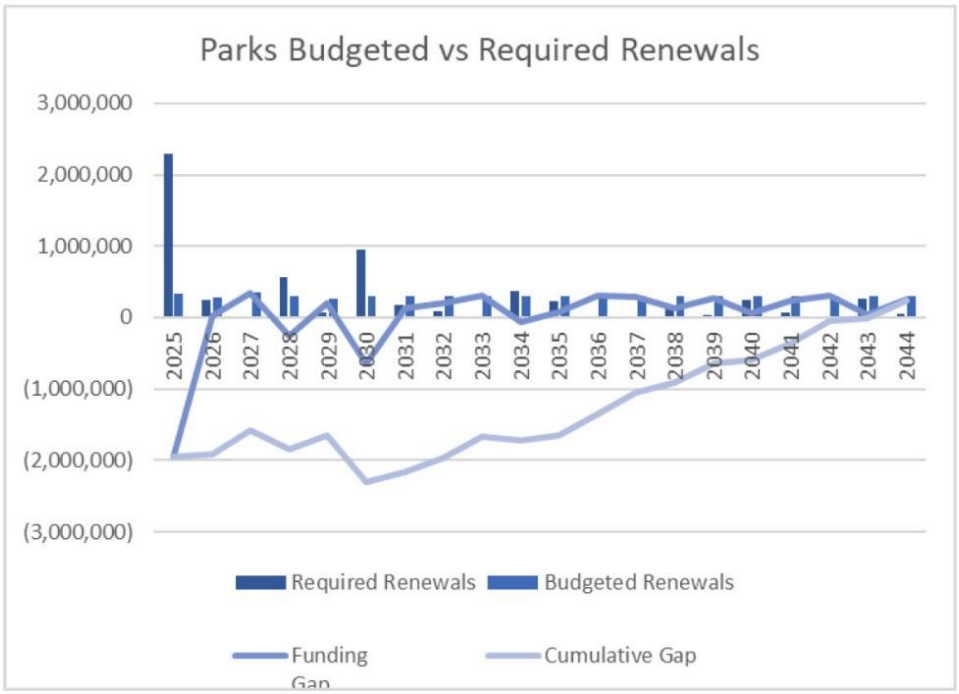
The following analysis has been compiled using the valuation data from the 2021 Talis report.

The table below shows;

- the required renewals identified by the 2021 valuation report for the next 20 years
- the budgeted renewals as identified in the Town's current LTFP, with average annual spend forecast for the final 10 years
- the funding gap for each financial year
- the cumulative gap closing as time progresses

FY	Parks & Playgrounds	Amenities	Lighting	Fences & Gates	Signs	Required Renewals	Budgeted Renewals	Funding Gap	Cumulative Gap
2025	1,827,051	227,968	134,148	70,307	25,447	2,284,921	330,000	(1,954,921)	(1,954,921)
2026	180,362	46,692	0	0	15,525	242,579	275,000	32,421	(1,922,500)
2027	9,116	0	0	0	0	9,116	345,000	335,884	(1,586,615)
2028	0	0	0	557,829	0	557,829	300,000	(257,829)	(1,844,445)
2029	47,693	24,482	0	0	3,327	75,502	270,000	194,498	(1,649,946)
2030	356,823	135,727	380,876	26,336	48,092	947,854	300,000	(647,854)	(2,297,801)
2031	172,548	0	0	0	0	172,548	300,000	127,452	(2,170,349)
2032	90,677	0	0	0	0	90,677	300,000	209,323	(1,961,026)
2033	0	0	0	0	0	0	300,000	300,000	(1,661,026)
2034	145,748	25,268	28,832	161,006	0	360,854	300,000	(60,854)	(1,721,880)
2035	157,423	292	0	71,834	5,253	234,802	305,000	70,198	(1,651,682)
2036	0	0	0	0	0	0	305,000	305,000	(1,346,682)
2037	9,116	0	0	0	0	9,116	305,000	295,884	(1,050,797)
2038	146,457	0	0	0	20,136	166,593	305,000	138,407	(912,390)
2039	40,514	0	0	1,014	0	41,527	305,000	263,473	(648,917)
2040	190,437	17,568	0	15,594	21,595	245,194	305,000	59,806	(589,111)
2041	12,840	46,692	0	0	15,525	75,057	305,000	229,943	(359,168)
2042	0	0	0	0	0	0	305,000	305,000	(54,168)
2043	268,100	0	0	0	0	268,100	305,000	36,900	(17,268)
2044	7,179	24,482	0	0	15,292	46,953	305,000	258,047	240,779
	3,662,084	549,171	543,855	903,919	170,191	5,829,221	6,070,000	240,779	

The graph below shows that there is an initial funding gap but consistent spending in the long term closes the gap by the end of the 20 year period.



The following ratios are a requirement by the Department of Local Government and are explained in the AMP Guidelines. These figures are based on the 2022-23 financial year.

Asset Consumption Ratio

The asset consumption ratio compares the replacement cost of the Town's assets to the depreciated replacement cost of those assets. Depreciated replacement cost takes into account the condition of the assets, so that the ratio highlights how well the Town has been renewing assets.

The target ratio should be between 50% and 75%. A ratio of less than 50% indicates a rapid deterioration of the asset base, whilst a ratio greater than 75% may indicate an over investment in the asset base.

The ratio below of 78% shows that the Town is adequately maintaining its parks assets.

Parks	2022/23 Asset Consumption Ratio
Depreciated Replacement Cost	$4,930,362
Current Replacement Cost	$6,319,204

Parks Consumption Ratio	**78%**

Asset Sustainability Ratio

Capital expenditure on renewal/Depreciated expenditure should be between 90 and 110%. A ratio of less than 90% may be under investing, whilst a ratio greater than 110% may indicate over investing.

Parks	2022/23 Asset Sustainability Ratio
Capital Renewals Expenditure	$305,347
Depreciation Expense	$119,118
Parks Sustainability Ratio	**256%**

The asset sustainability ratio should be between 90 and 110%. A ratio of less than 90% may be under investing, whilst a ratio greater than 110% may indicate over investing.

The ratio of 256% indicates that the Town has adequately renewed its assets for the 2023 financial year.

Asset Renewal Funding Ratio

The asset renewal funding ratio seeks to show whether the Town has the capacity to fund renewals as required. The ratio compares the Town's planned expenditure, taken from the Long Term Financial Plan to the required expenditure as identified by the 2021 valuations.

The standard for local government is met if the ratio is between 75% and 95%, the standard is improving when between 95% and 105%. A ratio of 50-75% indicates inadequate provision for the renewal of the asset base.

For the purposes of the asset management plan, three variations have been provided of the asset renewal ratio to ensure the Town has the information required to plan for the future.

The standard asset renewal funding over 10 years shows the Town heading towards a good position, with the ratio at 74%, slightly below the local government standard.

Asset Renewal Funding over 10 years	
NPV Planned capital expenditure over 10 years (as per LTFP)	$3,020,000
NPV Required capital expenditure over 10 years (as per valuation report)	$4,061,742
Parks Renewal Funding over 10 years	**74%**

The ratio calculated over 20 years however shows the ratio increasing to above the standard ensuring the Town is renewing the parks assets more than adequately.

Asset Renewal Funding over 20 years	
NPV Planned capital expenditure over 20 years (as per LTFP + average forecast)	$6,070,000
NPV Required capital expenditure over 20 years (as per valuation report)	$5,149,083
Parks Renewal Funding over 20 years	**118%**

The ratio calculated over the whole of life of the assets calculates the ratio increasing to well above standard based on the average spend of the initial LTFP. As the LTFP the Town will review the funding allocation and divert budget to where it is needed.

Asset Renewal Funding over Whole of Life (to 2081)	
NPV Planned capital expenditure over Whole of Life (as per LTFP + average forecast)	$17,355,000
NPV Required capital expenditure over Whole of Life (as per valuation report)	$5,639,066
Parks Renewal Funding over Whole of Life	**308%**

As the LTFP the Town will review the funding allocation and divert budget to where it is needed.

5. Rationalisation

Parks are currently being audited to ascertain condition and future infrastructure requirements. The useful life of infrastructure can be amended if the condition remains good close to the recommended end of life.

Should the renewal expenditure exceed available funding then the level of service will need to be reviewed or alternate funding sourced. For example playgrounds may have fewer components or barbeques may not be replaced in neighbourhood open space.

6. Review

This plan will be reviewed when there are changes to Level of Service, Risks identified or Policy changes that impact on the management of public open space assets.
Fair value accounting will also impact on the sustainability ratios and require review.

Appendix A – Condition assessment parks assets (Undertaken by Talis consulting in 2021)

Appendix B – Parks 10 year capital upgrade program

TOWN of EAST FREMANTLE

DRAINAGE

Asset Management Plan

Version 3.0
March 2024

Institute of Public Works Engineering Australia
AM4SRRC

Document History

Author	Date	Version	Details
James Morrison	January 2022	1.0	Initial AMP based on existing data
James Morrison	January 2024	2.0	Minor changes to plan
Corporate Services	March 2024	3.0	Update of financial information and ratios

Development of this plan has been supported by the Department of Local Government and funding from the Local Government Reform Fund which is administered by the Australian Government's Department of Regional Australia, Local Government and Arts.

Introduction

Stormwater management aims to not only manage local flooding but also to improve water quality, protect ecosystems and provide useable and attractive water retention basins.

The Town of East Fremantle has a network of drainage pits, pipes and storage basins and is responsible for providing an acceptable, functioning network to serve the community with flood mitigation, safe roads, and safe pedestrian crossings in heavy downpours. Under the Local Government Act Local Government must cater for rainfall up to a 100-year rainfall event (ARI).

The drainage systems must meet current design standards and cater for current and future development needs. There is now greater emphasis on stormwater quality through minimising pollutants entering the receiving water bodies. Within the Town this incorporates the Swan River.

The Drainage Asset Management Plan is to provide the necessary guidelines in managing the drainage assets in accordance with industry best practice to ensure that the appropriate level of service is provided to the community at the lowest life cycle cost.

The infrastructure assets covered by this asset management plan are shown in Table 1.1.

Table 1.1: Assets covered by this Plan as per the 2021 Valuation

	Current Replacement Cost	Depreciated Replacement Cost	Cumulative Depreciation	Annual Depreciation	Number of Assets	Total Length (m)	Average Remaining Useful Life (Years)
Drainage	**6,851,753**	**4,230,435**	**2,621,318**	**85,647**	**1,333**	**12,596**	**49**
SW DRAINAGE	**6,851,753**	**4,230,435**	**2,621,318**	**85,647**	**1,333**	**12,596**	**49**
PIPE	4,073,299	2,523,962	1,549,337	50,916	629	12,596	50
PIT	2,778,454	1,706,472	1,071,982	34,731	704		49
Grand Total	**6,851,753**	**4,230,435**	**2,621,318**	**85,647**	**1,333**	**12,596**	**49**

Key stakeholders in the preparation and implementation of this Drainage Asset Management Plan can be divided into internal and external stakeholders.

Internal stakeholders include:

The Town of East Fremantle Council	Custodian of the assets, community representation and administration
Chief Executive	Council representation and administration, Identification and definition of level of service requirements
Operations Team	Design parameters, standards, operation and administration

External stakeholders include:

Town of East Fremantle Community	Asset users, service level expectations
Visitors to the Town of East Fremantle	Asset users
Local Government Insurance Services	Minimisation of risk
Fire and Emergency Services Authority	Road Rescue and Emergency Services

1. Demand Management

Stormwater drainage is a fundamental component of infrastructure services which local government provides to the community.

Built Environment: Accessible, well planned built landscapes which are in balance with the Town's unique heritage and open spaces

3.3 Plan and maintain the Town's assets to ensure they are accessible, inviting and well connected

Factors affecting demand include population change, changes in demographics, seasonal factors, vehicle ownership, consumer preferences and expectations, economic factors, agricultural practices, environmental awareness, etc.

Demand factor trends and impacts on service delivery are summarised in Table 2.1.

Table 2.1: Demand Factors, Projections and Impact on Services

Demand factor	Present position	Projection	Impact on services
Population	The estimated resident population as at 30 June 2016 was 8,163	8,600 by 2026	▪ Increased demand on network with stormwater runoff from properties and roofs.
New developments – housing infill requirements	3,065 established dwellings. 2,500 people per km^2 (3rd highest in Perth metropolitan region)	3,665 dwellings by 2031	▪ Increased demand on existing network, with more infill and more hard stand areas.

Community Satisfaction

The last Community survey in 2023 looked at the importance and satisfaction for the Town of East Fremantle to provide services and facilities.

Service	Satisfaction as of 2023	Performance	Satisfaction 2021
Streetscape, trees and verges	64%	Increased	57%

Demand Forecasts

The population is not anticipated to increase by more than 1% per annum for the next 20 years (ABS estimate) however, increasing high density residential developments has resulted in greater stormwater runoff and less aquifer recharge as gardens are reduced in size and replaced with buildings and hardstand.

The stormwater runoff of the Preston Point and Plympton Wards are ultimately directed to the Swan River via existing piped drainage. The Richmond and Woodside Wards have their drainage directed to local sumps.

To increase water retention there are several strategies

- Planning approval mandating onsite retention and infiltration of stormwater runoff thus decreasing the volume of discharge
- Promoting the use of porous paving material to decrease runoff from hardstand areas

- Rationalise existing drainage networks for optimum usage of existing pipe capacities
- Rationalise drainage sumps for optimum use of available storage for infiltration
- Containment and reuse of stormwater for cleaning or irrigation on site
- Increasing landscaping areas thus reducing runoff
- Community strategies via education and awareness programmes on stormwater quality

Legislation

The following legislative requirements, Standards and Codes of Practice, with respect to levels of service, are to be taken into account:

Legislation
Land Drainage Act 1925
Metropolitan Water Supply Sewerage and Drainage Act 1909
Local Government Act 1995
Occupational Health & Safety Act 1985
Building Code of Australia (BCA)
AAS 27 – Asset Management Accounting Standard
Austroads Guidelines
Urban Main Drainage Manual (Water Corporation)
Australian Rainfall and Runoff (Institution of Engineers)
Stormwater Management Manual for WA (DoE)
Local Government Natural Resource Management Policy Manual (Swan River Trust)

Database

Prior to determining what is required it is necessary to understand the existing drainage network - its performance, age and life expectancy.

In 2018 a study was completed to identify existing drainage and the catchment zones as part of a drainage survey.

Performance of the network is measured against Annual Rainfall Incidents (ARI) of which we have experienced the 100-year hailstorm in March 2010 and a 50 ARI in December 2011.

The age profile of Council's drainage assets has been assessed from information available on plans and corporate knowledge. When CCTV inspections are undertaken the results can be compared to the age profile.

Changes in Technology

CCTV cameras are used for pipe inspection.

Reline of concrete pipes with epoxy resin is an option that whilst not cost effective on a product by product basis is a preferred option where there are established street trees or several services that make trench replacement of the pipes difficult. The life expectancy of the reline is taken to be the same as for plastic pipes.

Gross Pollutant Traps – oil and litter traps

Maintenance of soak wells

2. Level of Service

This is the link between satisfying community needs and the cost of providing the service. Please refer to the AM Guidelines document.

The levels of service for drainage are based on effectiveness and response time to prevent flooding and environmental responsibility.

Hierarchy	Primary Function	Usage/Purpose	Other factors	Facilities required to serve function
Soakwells	Drainage to be retained in network for 5-year ARI	Pedestrians can crossroads Safe road intersections	Kerb height. Grade of road.	Sufficient soak wells Street sweeping programme. Eduction programme. Programmed inspections.
Pits, Pipes, Kerb and Channel	Drainage to be retained in network for 10-year ARI	Residents do not get their homes flooded	Level of crossover. Kerb height. Grade of road.	Catchments to be reassessed where sumps have been closed. Kerb height and crossovers inspected
Local retention basins	Retain water up to 20-year ARI	Possible recreation	Bank gradient and area	Landscaping, seating
Drainage Network	Clear path to topographical low for 100-year ARI	Mitigate flooding		Analysis of flow path
Swan River	Topographical low catchment	Recreational	Pollutants, erosion	GPTs, shore protection, planting

Current Levels of Service

The level of service is the defined service quality for the asset. Levels of service provide the basis for the life cycle management strategies and works program identified within the Asset Management Plan. They support the Council's strategic goals and are based on community/customer expectations and technical requirements.

Levels of service can be defined in two terms:

Community Levels of Service relate to the service outcomes that the community wants in terms of safety, quality, quantity, reliability, responsiveness, cost effectiveness and legislative compliance.

Community levels of service measures used in the asset management plan are:

- Prompt response to enquiries
- Roads are safely drained so that they are in a serviceable condition
- Property can be drained adequately
- Development and subdivision of land can be facilitated
- Public car parks and recreation reserves are to be adequately drained
- Quality of receiving waters are protected from pollution or contamination
- Sumps and basins to be environmentally acceptable

Technical Levels of Service - Supporting the community service levels are operational or technical measures of performance. These technical measures relate to the allocation of resources to service activities that the council undertakes to best achieve the desired community outcomes.

Technical service measures are linked to annual budgets covering:

- Flood controls for 2,5,10,20 and 100 ARI
- Aquifer recharge
- Environmental impact
- Programmed eduction and maintenance
- Programmed street sweeping

Current levels of service are in the following tables 3.2 and 3.3.

Table 3.2: Community Levels of Service

Key Service Criteria	Level of Service	Performance Measurement	Target Performance	Current Performance	Actions Required to meet Performance Target	Resources Required
Community Levels of Service						
Customer Satisfaction	Response time to faults	Response time	Same day for flooding. Within week for reported blockages	Same day for flooding. Within week for reported blockages	Monitor response times	Sandbags available
Safety	Property flooding	Number of houses affected	No flooding for 10-year ARI	24 residents reported flooding in 50 ARI of Dec 2011	Review drainage network Crossover heights Soakwell maintenance Eduction program Street sweeping.	Officer time & funding
Safety	Streets flooding	Response time and monitoring of flood depth and flow	Close and reopen streets to ensure safety of public	Traffic Management contracted for 24 hr service	Depth indicators at low points	

Table 3.3: Technical Levels of Service

Key Service Criteria	Level of Service	Performance Measurement	Target Performance	Current Performance	Actions Required to meet Performance Target	Resources Required
Technical Levels of Service						
Condition	Programmed inspection CCTV for mainline pipes	Analysis and work programme from condition, age and road programme	5-year work programme	Annual work programme	Analysis of drainage network	Officer time and budget for CCTV
	Water quality at topographical lows	Water testing and stormwater quality	Programmed testing and eduction	Annual eduction programme	GPTs and/or planting programme if problem apparent Scheduled monitoring	Parks budget for monitoring
Cost	Assess network in line with ARI performance	Analysis of ARIs higher than 10 years	Sufficient drainage for up to 50-year ARI		Assess drainage requirements prior to roadworks	Officer time & funding
Functionality	Meet current design standards	Absorption rate of soakwells	Soakwells educted annually and serviced every 3 years	Soakwells educted annually	Include sediment and contaminant removal in base of soakwell every 3 years	Funding for contractors
		Programmed inspection of pits.	Pits inspected with eduction	Programmed eduction and Street sweeping	Monitor silt levels with eduction. Flood analysis	Officer time
		Flood Mitigation	No flooding of homes	Flooding of homes in 2010 100-year ARI	Increase drainage when inadequate prior to resurfacing roads	Budget

3. Risk Management Plan

1. Establish the Context

Managing stormwater drainage and roads is a core activity of Local Governments and they are interconnected. For roads to be safe they need to be well drained and part of the drainage network in a 5 to 100 year storm event is the road carriageway directing the water to a topographical low.

The difficulty in managing drainage is that the asset is hidden so there may be no indicators that the asset is close to failure point. The age of the network and manufacturers recommendations is one indicator but the performance of the network during unusual rain events is a visible method of assessment. Smaller pipes which do not cause deformation of the road when they fail can operate until failure but pipes greater than 600mm would result in deformation, so they need to be monitored with CCTV.

Preventative maintenance of cleaning pits and sweeping roads is crucial to mitigating flooding by ensuring maximum performance of the network.

2. Identify Risks

Flooding is the major risk of a stormwater drainage network not functioning and there can be a number of consequences in the risk matrix.

- Service delay – when it is not possible to attend to all incidences of flooding.
- Safety - where minor flooding makes it is unsafe for pedestrians to cross the road.
- Operations - if there is insufficient infrastructure to divert or prevent water causing damage.
- Property - where there is major flooding causing significant property damage.
- Community - when road closure causes disruptions to traffic.
- Environment – Spillage and pollution have consequences which can be mitigated using the drainage network by knowing where to cut the flow or with pollutant traps at entry to water bodies. Action plans and current information are required in the event of a toxic spill on a roadway to prevent it entering water bodies.
- Environment – water quality at outlets and gross pollution control.

3. Risk Evaluation and Management

The following table 4.1 identifies the risk, consequences, likelihood, risk level, controls, treatment plans and responsibilities. Whenever a risk becomes apparent or occurs it needs to be evaluated immediately and the Asset Management Plan updated to retain corporate knowledge.

Table 4.1: Critical Risk and Treatment Plans

Failure Mode, Event, Defect or Cause	Consequence (what can happen)	Likelihood (when can it occur)	Risk Level	Existing Control	Response Time	Accept Risk	Risk Treatment Plan	Responsible Officer
Blocked and /or silted pits	**Revenue, Cost or Liability, Insignificant** - Localised flooding	**Unlikely** – 6-30% chance	Low	Programmed street sweeping Programmed annual eduction. Annual inspections of inlets	Same day	Yes	Building site guidelines to reduce sand run off	Supervisor Infrastructure and Assets
2-year ARI: Road flooding	**Property, Insignificant** - Localised flooding affecting pedestrians	**Possible** – 31-70% chance	Medium	Investigate cause of ponding – blocked grate, pit or pipe Programmed street sweeping	Same day	Yes	Ensure network sufficient for 2-year ARI.	Supervisor Infrastructure and Assets
5-year ARI: Localised flooding, inundation of homes with low crossovers	**Revenue, Cost or Liability, Minor**	**Possible** – 31-70% chance	Medium	Sandbagging at property Installation of additional soakwells	Same day for flooding. Annual budget to investigate and design drainage	No	Increase number of soakwells Ensure sufficient grade from road during road renewal	Supervisor Infrastructure and Assets
100-year ARI	**Property, Major** - Widespread flooding Inundation of homes as water moves to topographical low	**Rare** < 5% chance	Medium	Review drainage network following 10+ ARI incidents		No	Track flow path to topographical low point	Supervisor Infrastructure and Assets
Litter entering lake or river	**Environment, Minor** - Pollution easy to see	**Unlikely** – 6-30% chance	Medium	GPT installed along the river, nearer Andrews Road GPT installed in Wayman Park		Yes	GPTs, Trash Racks, Swales	Executive Manager Technical Services
Toxic spill	**Environment, Catastrophic - impact not fully reversable**	**Rare** < 5% chance	High	Drainage and contours on GIS/CAD and SLIP for ready reference in event of a spill After hours on call service	Immediate	Yes	Emergency management plan	Executive Manager Technical Services

4. Financial Management

The Town of East Fremantle currently has $6,851,753 worth of drainage assets at current replacement values. Due to the hidden nature of drainage its year of installation and useful life has been estimated and used to determine the long-term financial requirements.

The database desktop analysis was undertaken in 2021 by Talis consulting, and summarises the information as below:

	Current Replacement Cost	Depreciated Replacement Cost	Cumulative Depreciation	Annual Depreciation	Number of Assets	Total Length (m)	Average Remaining Useful Life (Years)
Drainage	**6,851,753**	**4,230,435**	**2,621,318**	**85,647**	**1,333**	**12,596**	**49**
SW DRAINAGE	**6,851,753**	**4,230,435**	**2,621,318**	**85,647**	**1,333**	**12,596**	**49**
PIPE	4,073,299	2,523,962	1,549,337	50,916	629	12,596	50
PIT	2,778,454	1,706,472	1,071,982	34,731	704		49
Grand Total	**6,851,753**	**4,230,435**	**2,621,318**	**85,647**	**1,333**	**12,596**	**49**

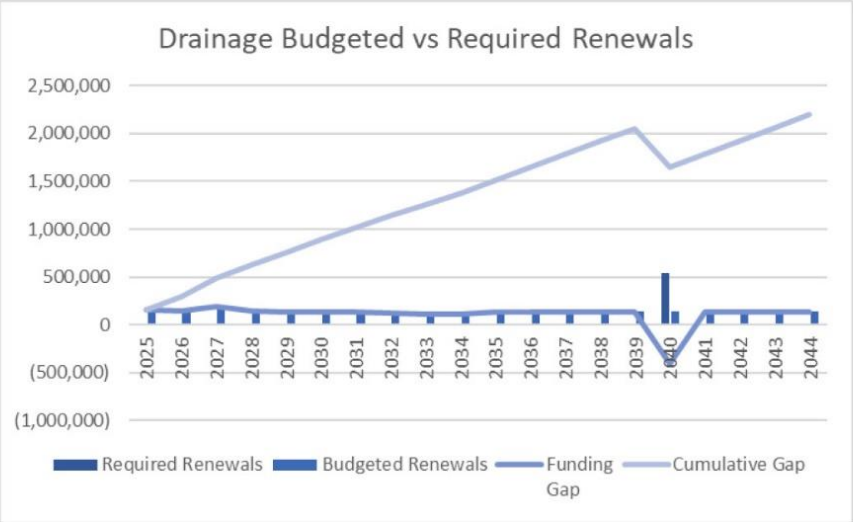
The following analysis has been compiled using the valuation data from the 2021 Talis report.

The table below shows;

- the required renewals identified by the 2021 valuation report for the next 20 years
- the budgeted renewals as identified in the Town's current LTFP, with average annual spend forecast for the final 10 years
- the funding gap for each financial year
- the cumulative gap widening as time progresses

FY	Required Renewals	Budgeted Renewals	Funding Gap	Cumulative Gap
2025	0	155,000	155,000	155,000
2026	0	140,000	140,000	295,000
2027	0	190,000	190,000	485,000
2028	0	140,000	140,000	625,000
2029	0	130,000	130,000	755,000
2030	0	130,000	130,000	885,000
2031	0	130,000	130,000	1,015,000
2032	0	125,000	125,000	1,140,000
2033	0	115,000	115,000	1,255,000
2034	0	115,000	115,000	1,370,000
2035	0	136,666	136,666	1,506,666
2036	0	136,666	136,666	1,643,332
2037	0	136,666	136,666	1,779,998
2038	0	136,666	136,666	1,916,664
2039	0	136,666	136,666	2,053,330
2040	542,975	136,666	(406,309)	1,647,021
2041	0	136,666	136,666	1,783,687
2042	0	136,666	136,666	1,920,353
2043	0	136,666	136,666	2,057,019
2044	0	136,666	136,666	2,193,685
	542,975	**2,736,660**	**2,193,685**	

The graph below shows that the funding gap increases positively over time, and would appear that the town is overfunding the renewal of drainage assets because the lengthy useful life of drainage assets sees minimal replacements required over the 20 years. This is likely to change once better condition data has been obtained.



The following ratios are a requirement by the Department of Local Government and are explained in the AMP Guidelines. These figures are based on the 2022-23 financial year.

Asset Consumption Ratio

The asset consumption ratio compares the replacement cost of the Town's assets to the depreciated replacement cost of those assets. Depreciated replacement cost takes into account the condition of the assets, so that the ratio highlights how well the Town has been renewing assets.

The target ratio should be between 50% and 75%. A ratio of less than 50% indicates a rapid deterioration of the asset base, whilst a ratio greater than 75% may indicate an over investment in the asset base.

The ratio below of 69% shows that the Town is adequately maintaining its drainage assets.

Drainage	2022-23 Asset Consumption Ratio
Depreciated Replacement Cost	$5,095,050
Current Replacement Cost	$7,387,325
Drainage Consumption Ratio	**69%**

Asset Sustainability Ratio

The asset sustainability ratio compares the financial year capital renewal spend to the depreciation expense of that year. This indicates the rate the Town's assets are being replaced as their condition declines.

Drainage	2022-23 Asset Sustainability Ratio
Capital Renewals Expenditure	$56,707
Depreciation Expense	$55,735
Drainage Sustainability Ratio	**102%**

The asset sustainability ratio should be between 90 and 110%. A ratio of less than 90% may be under investing, whilst a ratio greater than 110% may indicate over investing.

The ratio of 102% indicates that the Town has adequately renewed its assets for the 2023 financial year.

Asset Renewal Funding Ratio

The asset renewal funding ratio seeks to show whether the Town has the capacity to fund renewals as required. The ratio compares the Town's planned expenditure, taken from the Long Term Financial Plan to the required expenditure as identified by the 2021 valuations.

The standard for local government is met if the ratio is between 75% and 95%, the standard is improving when between 95% and 105%. A ratio of 50-75% indicates inadequate provision for the renewal of the asset base.

For the purposes of the asset management plan, three variations have been provided of the asset renewal ratio to ensure the Town has the information required to plan for the future.

According to the 2021 Talis valuation, there are no drainage assets that need renewing until 2040, resulting in the ratio exceeding the standard for the 10 and 20 year spread. However, once accurate condition rating of the drainage system has been complete, the Town will be able to provide a revised required renewals schedule.

Asset Renewal Funding over 10 years	
NPV Planned capital expenditure over 10 years (as per LTFP)	$1,370,000
NPV Required capital expenditure over 10 years (as per valuation report)	$0
Drainage Renewal Funding over 10 years	**Has surpassed requirements**

Asset Renewal Funding over 20 years	
NPV Planned capital expenditure over 20 years (as per LTFP + average forecast)	$2,736,660
NPV Required capital expenditure over 20 years (as per valuation report)	$542,975
Drainage Renewal Funding over 20 years	**504%**

Asset Renewal Funding over Whole of Life (to 2080)	
NPV Planned capital expenditure over Whole of Life (as per LTFP + average forecast)	$7,656,636
NPV Required capital expenditure over Whole of Life (as per valuation report)	$6,851,753
Drainage Renewal Funding over Whole of Life	**112%**

5. Rationalisation

A strategic assessment was undertaken in 2018 by Talis consulting, to survey pick up the whole network and attempt to rationalise some of the storm water outlets going into the river. The database desktop analysis was undertaken in 2021 by Talis consulting.

This assessment has been reviewed and works commenced in the 2021/22 financial year to rationalise the network where it was possible.

6. Review

This Plan will be reviewed

- If there is a change of service level or new risk identified
- Financial analysis when required for Fair Value Accounting
- To align with change of strategic direction
- In 5 years if none of the above occur

Appendix A – Condition assessment Drainage assets (Undertaken by Talis consulting in 2021)

13.6 ADOPTION OF MEETING SCHEDULE 2024-25

Report Reference Number	OCR-2703
Prepared by	Janine May, EA/Governance Coordinator
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 21 May 2024
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	Nil

PURPOSE

To consider the Council and Committee meeting schedule for 2024/25 and the related issue of the Christmas closure period.

EXECUTIVE SUMMARY

Council is required, under Section 12 of the *Local Government (Administration) Regulations 1996,* to advertise, at least once a year, its meeting schedule for the next twelve months. The previously advertised schedule was to 30 June 2024, thus the meeting schedule for 2024/25 will need to be determined and advertised prior to 1 July 2024.

It is recommended that the meeting schedule as contained within this report be adopted for 2024/25.

BACKGROUND

With respect to the above, at the Council Meeting of 16 May 2023, the following motion was carried:

That Council resolve:

1. *an ordinary Council meeting be scheduled for the 3rd Tuesday of the month (except during the month of December 2023 when the meeting is held on the 2nd Tuesday)*
2. *a Town Planning Committee meeting be scheduled for the 1st Tuesday of the month*
3. *a Works Committee meeting be scheduled bi-monthly on the 4th Tuesday of the month*
4. *meetings of the Audit Committee be held on Wednesday 26 July, Wednesday 27 September and Wednesday 22 November 2023*
5. *the above arrangements not apply during January 2024*
6. *the administration centre and operations areas be closed:*
    a. *from midday Friday, 15 December 2023 to allow all staff members to attend a Christmas function.*
    b. *from midday Friday, 22 December 2023 to Monday, 8 January 2024.*

CONSULTATION

Nil

STATUTORY ENVIRONMENT

Section 12 of the *Local Government (Administration) Regulations 1996* reads:

12. Meetings, public notice of (Act s. 5.25(1)(g)) (1)

At least once each year a local government is to give local public notice of the dates on which and the time and place at which —

(a) the ordinary council meetings; and

(b) the committee meetings that are required under the Act to be open to members of the public or that are proposed to be open to members of the public, are to be held in the next 12 months

In part Section 5.23 of the *Local Government Act 1995* states:

Meetings generally open to public

(1) Subject to subsection (2), the following are to be open to members of the public —

(a) all council meetings; and

(b) all meetings of any committee to which a local government power or duty has been delegated.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

The Town of East Fremantle Strategic Community Plan 2020 – 2030 states as follows:

Strategic Priority 5: Leadership and Governance
5.1 Strengthen organisational accountability and transparency
5.3 Strive for excellence in leadership and governance

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That Council does not adopt the meeting schedule resulting in non compliance with LG Act	**Rare (1)**	**Minor (2)**	**Low (1-4)**	**COMPLIANCE Minor regulatory or statutory impact**	**Accept Officer Recommendation**

RISK MATRIX

Consequence / Likelihood		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	2
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

N/A

COMMENT

At the Council Forum meeting held in February 2024 a discussion paper explored options for alternative scheduling for Council and Committee meetings. While no changes were proposed at that time, it remains open to Council to consider a minor change to its meeting schedule.

A minor change proposed is to, in effect, swap the Planning Committee and Council Forum meeting days. Currently the Planning Committee meets on the first Tuesday of the month, excluding January. Council Forum meetings are held on the second Tuesday of the month, excluding December and January.

There are advantages in this minor change, as it provides officers more time to prepare papers and reports for the Forum and ordinary meetings of Council and enables feedback obtained from forum meetings to assist officers in the preparation of formal reports to a Council meeting.

Should this minor change be agreed, the meeting schedule would be as follows:

Planning Committee
The Planning Committee would meet on the second Tuesday of each month, excluding January.

Works Committee
The Works Committee would continue to meet bi-monthly on the fourth Tuesday of the month.

Ordinary Council Meetings - December and January Meetings
Council meetings would continue to be held on the third Tuesday of the month; noting that, as in past years, it is proposed to bring forward the December Council Meeting to the second Tuesday ie 10 December 2024.

As per normal practice, no meetings have been scheduled for January 2025, however, should any urgent business arise which needs to be considered during this recess, a special Council Meeting can be convened.

Audit Committee
On 22 November 2023 the Audit Committee resolved the August and December dates for future meetings during 2024:

Date	*Time*	*Place*
28 August 2024	*6.00pm*	*Council Chambers*
11 December 2024	*6.00pm*	*Council Chambers*

An Audit Committee meeting is also proposed to be scheduled (per the committee's terms of reference) on 26 February 2025.

Christmas Closure

Last year, Council closed for two weeks over the Christmas and New Year period. Staff accessed annual leave, RDO's and "day-in-lieu" public holidays for the period.

As Christmas Day falls on a Wednesday this year, it is proposed that the office be closed from Monday 23 December, to reopen on Monday, 6 January 2025.

The closures would be advertised in the local paper and on the Town's website and Facebook page to notify residents of the arrangements during the Christmas/New Year period. All telephone enquiries during this period will be redirected to a call centre with a nominated staff member on call for emergencies.

This closure provides an opportunity for an extended break for staff and supports a reduction of the Town's leave liability.

CONCLUSION

In summary, the minor change to the meeting schedule would result in the following:

- First Tuesday of the month – Council Forum
- Second Tuesday of the month – Planning Committee
- Third Tuesday of the month – Ordinary Council Meeting
- Fourth Tuesday (bi-monthly) – Works Committee

As there was no adverse feedback to the arrangements for the previous Christmas/New Year, it is recommended that similar arrangements be adopted for 2024/25 Christmas/New Year break.

13.6 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 072105

OFFICER RECOMMENDATION:

Moved Cr Donovan, seconded Cr Harrington

That Council:

1. resolves the following meeting schedule for the period July 2024 to June 2025:

- **a. an ordinary Council meeting to be scheduled for the third Tuesday of the month (except during December 2024 when the meeting is to be held on the second Tuesday);**
- **b. a Planning Committee meeting to be scheduled for the second Tuesday of the month (except during December 2024 when the meeting is to be held on the first Tuesday);**
- **c. a Works Committee meeting to be scheduled bi-monthly on the fourth Tuesday of the month;**
- **d. meetings of the Audit Committee to be held on Wednesday 28 August, Wednesday 11 December 2024 and Wednesday 26 February 2025; and**
- **e. the above arrangements do not apply during January 2025, when no meetings are scheduled.**

2. approves the closure of the Administration Centre and operations areas:

- **a. from midday Friday, 13 December 2024 to allow all staff members to attend a Christmas function; and**

b. from midday Friday, 20 December 2024, until reopening on Monday, 6 January 2025.

(CARRIED UNANIMOUSLY 9:0)

For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, White, Natale, Maywood & McPhail.**

Against: **Nil**

REPORT ATTACHMENTS

No Attachment

13.7 EAST FREMANTLE DOG EXERCISE AREA

Report Reference Number	OCR-2753
Prepared by	Nicholas King, Executive Manager Technical Services
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 21 May 2024
Voting requirements	Absolute Majority
Documents tabled	Nil

Attachments

1. Map of Proposed East Fremantle Community Park dog exercise area

PURPOSE

To seek Council approval to advertise a proposed dog exercise area within the East Fremantle Community Park.

EXECUTIVE SUMMARY

The Town, as per the *Dog Act 1976*, is required to give local public notice of its intention to designate a dog exercise area. Public notice is defined in the *Local Government Act 1995* section 1.7.

The Town must give public notice as defined in the *Local Government Act 1995* of its intentions.

The new dog park, which is due to open in June 2024, is required to be a designated dog exercise area as per the *Dog Act 1976*.

BACKGROUND

Under the *Dog Act 1976* Section 31

"*(3A) a local government may, by absolute majority as defined in the Local Government Act 1995 section 1.4, specify a public place, or a class of public place, that is under the care, control or management of the local government to be a dog exercise area.*

"(3C) At least 28 days before specifying a place to be — (a) a place where dogs are prohibited at all times or at a time specified under subsection (2B); or (b) a dog exercise area under subsection (3A); or (c) a rural leashing area under subsection (3B), a local government must give local public notice as defined in the Local Government Act 1995 section 1.7 of its intention to so specify".

While the previous East Fremantle Oval was heavily used by dogs off leash, there was no specific dog exercise area approval in place.

CONSULTATION

The report recommends a proposed dog exercise area be advertised in accordance with the requirements of the *Dog Act 1976*.

STATUTORY ENVIRONMENT

Dog Act 1976
Local Government Act 1995

Town of East Fremantle Dog Local Law 2016

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Signage will come out of Operational signage accounts, at a cost of approximately $1000.

STRATEGIC IMPLICATIONS

1.2.2 Activate inviting and open spaces that encourage social connection across all age groups
4.1.2 Plan for improved streetscapes, parks and reserves

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
If the area is not designated a dog exercise area and a dog attack occurs, the Town may be liable for any damages	**Possible (3)**	**Moderate (3)**	**Moderate (5-9)**	**FINANCIAL IMPACT $10,000 - $50,000**	**Accept Officer Recommendation**

RISK MATRIX

Consequence / Likelihood		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	**9**
Does this item need to be added to the Town's Risk Register	**No**
Is a Risk Treatment Plan Required	**No**

SITE INSPECTION

Nil

COMMENT

The intention of the public notice is to seek feedback from the public on the Town's designated dog exercise area in the East Fremantle Community Park. The public notice will be through the local newspaper, the Town's website, social media and public notice board. In addition to this a letter drop will be undertaken to residents directly opposite the East Fremantle Community Park.

The public notice period is proposed to be 28 days, to give enough time for the community to provide feedback.

Once the public notice period has closed, the feedback will be provided to Council, as well as a recommendation to consider approval of the dog exercise area.

CONCLUSION

As per the requirement of the *Dog Act 1976*, the Local Government must give public notice of its intention to designate dog exercise areas. It is proposed that the attached map is provided as public notice of the Town's intentions to designate a dog exercise area at the East Fremantle Community Park.

13.7 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 082105

OFFICER RECOMMENDATION:

Moved Cr Harrington, seconded Cr Donovan

That Council gives public notice of its intention to designate a dog exercise area within the East Fremantle Community Park, as per the attached map.

(CARRIED UNANIMOUSLY BY AN ABSOLUTE MAJORITY 9:0)

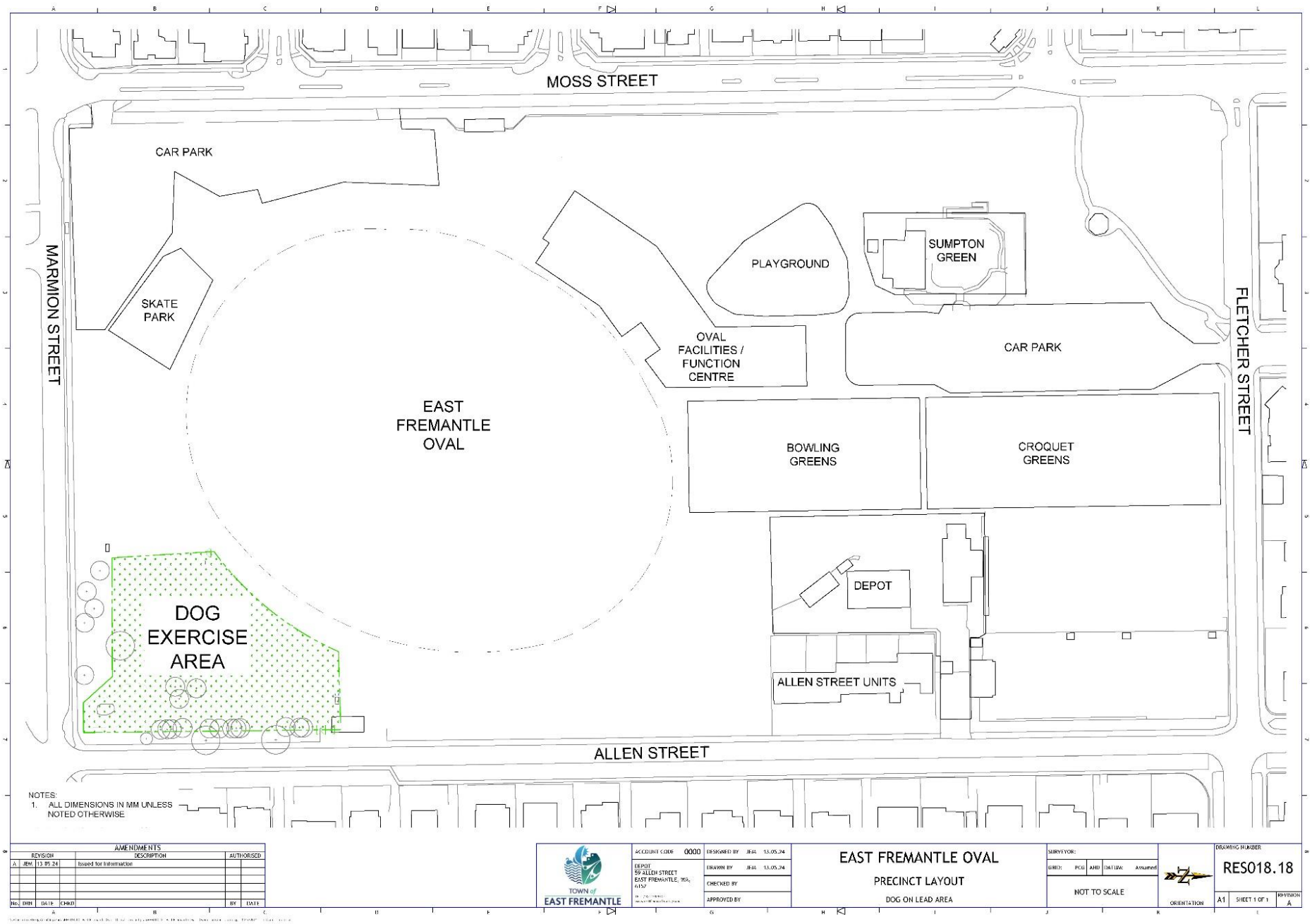
For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, White, Natale, Maywood & McPhail.**

Against: **Nil**

REPORT ATTACHMENTS

Attachments start on the next page

Attachment 1



13.8 AUTHORITY TO SIGN SUBLEASE AND LICENCE AGREEMENTS WITH THE CLUBS

Report Reference Number	OCR-2747
Prepared by	Andrew Malone, Executive Manager Regulatory Services
Supervised by	Jonathan Throssell, CEO
Meeting date	Tuesday, 21 May 2024
Voting requirements	Simple
Documents tabled	

Attachments

1. East Fremantle Football Club sub-lease
2. East Fremantle Football Club Licence
3. East Fremantle Bowls Club sub-lease
4. East Fremantle Bowls Club licence
5. East Fremantle Croquet Club sub-lease
6. East Fremantle Croquet Club licence
7. East Fremantle Playgroup licence
8. East Fremantle Child and Adolescent Health Clinic sub-lease

PURPOSE

The purpose of this report is to seek Council approval to authorise the CEO to finalise the sub-lease agreements and license agreements for the various clubs that will occupy the East Fremantle Community Precinct.

EXECUTIVE SUMMARY

Practical Completion of the East Fremantle Oval Redevelopment was achieved on 28 March 2024. To enable the commencement of operations, various conditions precedent need to be met by the Town and Belgravia Health and Leisure Group Pty Ltd ("Belgravia"), including agreement on the form of the sub-leases and licences with the various clubs, and obtaining Ministerial consent. Council provided consent to agree the head-lease with Belgravia on 12 December 2023. It is now a requirement that Belgravia sign all subleases and licences under the head-lease.

The Town, through Jackson McDonald Solicitors, has prepared all subleases and licences for the following:

(i) East Fremantle Football Club;
(ii) East Fremantle Bowling Club;
(iii) East Fremantle Croquet Club;
(iv) East Fremantle Playgroup (Licence only); and
(v) East Fremantle Child Health Clinic (Sub-lease only).

All sub-leases and licence agreements are required to be signed by Belgravia. However, because of the commercial terms of the licence agreements, the Town has negotiated all the terms and conditions required to be included, which will require Council endorsement.

Accordingly it is recommended that Council:

1. authorises the CEO to finalise all club sub-lease agreements;

2. endorses the license agreements with the clubs; and
3. authorises the CEO to finalise all club licence agreements.

BACKGROUND

Paatsch Group was engaged by the Town of East Fremantle (Feb 2020) to deliver a business plan and concept masterplan for the redevelopment of the East Fremantle Oval Precinct. This work was completed in June 2020. In July 2020, Paatsch Group was further engaged to deliver an operational feasibility report to define an operational model and management structure for the proposed community and sporting facility. This work was used to update and refine the business plan as part of an Operational Feasibility, and proposed a Management Committee and a profit share with the sporting clubs. This profit share is referenced in the Licence Agreement with the Football, Croquet and Bowls Clubs.

Council adopted the East Fremantle Oval Precinct Redevelopment Business Plan at its Ordinary Council Meeting held on 20 April 2021. The business plan proposed that the precinct would be leased and outsourced to a professional facility operator on behalf of the Town. Council adopted the East Fremantle Oval Facility Operator Business Plan at its Special Council Meeting held on 5 September 2023. The Operator Agreement with Belgravia Leisure has been completed and signed by all parties. The facility operator will undertake the day to day running of the facility and will sign all sub-leases for the Precinct.

In order to progress the licences and sub-leases with the sporting clubs, certain commercial terms are required to be agreed. Once completed, Belgravia will enter into a sub-lease agreement with Clubs. This report includes a recommendation to Council requesting authority for the CEO to finalise the Sub-Lease and Licence Agreements with the various clubs.

At its meeting of 13 December 2022, Council resolved to nominate Belgravia Leisure as the preferred tenderer for RFT 01-2022/23 East Fremantle Oval Precinct Facility Manager to enable compliance with section 3.59 of the *Local Government Act 1995*, including advertising a business plan for the proposed major trading undertaking for at least a six-week period.

At its meeting of 20 June 2023, Council endorsed the Business Plan for the East Fremantle Oval Precinct Facility Operator to be advertised as a proposed major trading undertaking in accordance with s3.59 of the *Local Government Act 1995*. The Business Plan was advertised between June and August 2023, with Council formally endorsing the Business Plan at a Special Meeting on the 5 September 2023 and resolving to authorise the Chief Executive Officer to finalise the Operator Agreement and Lease Agreement with Belgravia Leisure.

The Operator Agreement for the East Fremantle Oval Precinct has been finalised and was executed on 21 November 2023.

Council in December 2023 resolved to finalise the Head Lease Agreement with Belgravia. All subsequent sub-leases will be signed between the clubs and Belgravia.

CONSULTATION

The Town has undertaken briefing sessions with Elected Members as the proposed development continues to be constructed. Extensive internal and external consultation has been undertaken throughout the development of this project with the project stakeholders.

The Minister for Lands has consented to the head lease with Belgravia Leisure. The sublease and licence granted to each the above clubs and community organisations are currently being finalised with final amendments being drafted after consultation with the clubs. The sublease and licence for the Bowls Club and Croquet Club have been completed. The sublease for the CAHS has been completed. The licence for the Playgroup has been completed. These documents are presented for consideration.

The Town is in ongoing negotiations with the EFFC regarding their sublease and licence agreement.

STATUTORY ENVIRONMENT

The Town is required to comply with its obligations in accordance with section 3.58 and section 3.59 of the *Local Government Act 1995*. In September 2023 the East Fremantle Oval Facility Operator Business Plan was endorsed by Council as per the requirements of section 3.58 and section 3.59 of the Act. The Operators Agreement was subsequently signed by all parties. Council in December 2023 resolved to finalise the Head Lease Agreement with Belgravia.

Minister for Lands has consented to the Lease being granted to the Operator and subsequently the Operator entering into the subleases and licences (if applicable) with East Fremantle Football Club, East Fremantle Bowling Club, East Fremantle Croquet Club, East Fremantle Child Health Clinic and East Freo Playgroup Inc.

The Minister for Lands is also required to consent to each Sub-Lease and Licence granted to each the above clubs or community organisations.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Council has already resolved on the appointment of the Operator and the Business Plan for the major trading undertaking. Annexure F of the Operator Agreement includes the tendered budget which has been adjusted for the proposed food and beverage payment to the clubs. The five-year financial summary is provided below:

BELGRAVIA NET RESULT

EAST FREMANTLE OVAL PRECINCT - SUMMARY							
	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
Revenue							
Net F & B Revenue after Club F&B Payment	$ -	$ 450,895	$ 473,439	$ 497,111	$ 521,967	$ 548,065	$ 2,491,477
Net Health Club Revenue	$ -	$ 534,023	$ 1,028,253	$ 1,070,830	$ 1,108,592	$ 1,150,444	$ 4,892,142
Other Net Revenue	$ -	-$ 207,420	-$ 217,791	-$ 228,681	-$ 240,115	-$ 252,120	-$ 1,146,126
Net Revenue	$ -	$ 777,498	$ 1,283,901	$ 1,339,260	$ 1,390,444	$ 1,446,389	$ 6,237,492
Exepnses							
Total Precinct Expenses	$ 245,522	$ 768,706	$ 858,167	$ 902,264	$ 929,332	$ 957,212	$ 4,661,204
Profit/Loss	**-$ 245,522**	**$ 8,792**	**$ 425,734**	**$ 436,996**	**$ 461,112**	**$ 489,177**	**$ 1,576,289**

It is noted that an updated operator's budget will be provided to Council for adoption at a future Council meeting, as updated ongoing operational costs are still being prepared by Belgravia.

The following costs have been incurred by the Town under the Operator Agreement prior to commencement of facility operations:

- Pre-opening services fee of $245,522 ex GST
- Lease mobilisation fees of $22,500 ex GST

The Town's 2023/24 Budget includes an allocation of $277,372 against E11251 to fund the above costs. A budget variation will be required to cover the following expenses:

- Trading loss for the period 25 March 2024 – 30 June 2024 (forecast to be confirmed with Belgravia)
- Payment of pro-rata Management Fee (2% of forecast revenue) and Corporate Overhead Charge (4% of forecast revenue) to Belgravia for the period 25 March 2024 – 30 June 2024

The commercial terms of the licences (EFBC, EFCC and EFFC) allow for 27% of gross revenue for be provided to the clubs for purchases made by the representative clubs as per contract terms. This has been accounted for in the operational budget of Belgravia. There is also provision for payment of a dividend to the East Fremantle Football Club and the East Fremantle Bowls Club.

Note an area of discussion with the EFFC is the F&B payment. The current licence has clauses that this payment can be capped and is paid at the discretion of the Town. The EFFC have requested that the clauses that this payment can be capped and is paid at the discretion of the Town be removed. Further discussion on this matter is referenced below.

STRATEGIC IMPLICATIONS

The Town of East Fremantle **Strategic Community Plan 2020-2030** states:

Strategic Priority 1 – Social – A socially connected, inclusive and safe community

1.1 Facilitate appropriate local services for the health and wellbeing of the community

1.1.1 Facilitate or partner to ensure a range of quality services are provided at a local level

1.1.2 Strengthen the sense of place and belonging through inclusive community interaction and participation.

1.2 Inviting open spaces, meeting places and recreational facilities

1.2.1 Provision of adequate recreational, sporting and social facilities

1.2.2 Activate inviting open spaces that encourage social connection

1.3 Strong community connection within a safe and vibrant lifestyle

1.3.1 Partner and educate to build a strong sense of community safety

1.3.2 Facilitate opportunities for people to develop community connections through events and celebrations.

1.3.3 Facilitate community group capacity building.

The Town of East Fremantle **Recreation and Community Facilities Strategy** adopted in 2016 identified that '*the East Fremantle Oval Precinct is a major recreation and sporting precinct in East Fremantle that is currently perceived as poorly planned as a precinct, is underutilised in terms of community use and access and is an ineffective use of major open space.*

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Failure to achieve conditions precedent will result in a delay to the clubs moving into the facility and commencing operations	Possible (3)	Moderate (3)	Moderate (5-9)	SERVICE INTERRUPTION Prolonged interruption of services - additional resources; performance affected <1month	Accept Officer Recommendation

RISK MATRIX

Consequence / Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Extreme 5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	9
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Not applicable.

COMMENT

The principal terms and conditions of the lease between the Town of East Fremantle and Belgravia include:

- The lease area is the whole of East Fremantle Oval Precinct, excluding the residential housing and depot area.
- The lease term is five years plus a five-year option to mirror the Operator Agreement.
- Belgravia Group Pty Ltd are to provide a guarantee and indemnify the Town against all losses, costs, expenses and damages in respect of any event or default including an Insolvency Event.
- Peppercorn rental of $1 payable on demand.
- $20m public liability insurance.
- Permitted uses are detailed in Item 11 of the Lease Schedule and are consistent with the operating services required.
- Belgravia are required to pay all rates and taxes payable in respect to the premises. These, however, will appear as line items in the operating budget.
- The Lease provides for permitted sub-leases and licenses for the following:
  (vi) East Fremantle Football Club
  (vii) East Fremantle Bowling Club
  (viii) East Fremantle Croquet Club
  (ix) Community Garden
  (x) East Fremantle Playgroup
  (xi) East Fremantle Child Health Clinic
- Compliance with Liquor Legislation.

As noted above, subleases and licences have been drafted and are required to be signed by Belgravia as head lessee. The community garden space has not commenced community engagement yet and therefore is outstanding. All the

subleases and licences are complete (with the exception of EFFC). Council is not required to approve the sub-leases, in that there are no commercial terms in the subleases; they are provided for information purposes only as Belgravia will sign the sublease as the head lessee. The subleases will require the Minister for Lands' consent. The only sublease and licence outstanding is with the EFFC. The subleases are attached for Council's information.

The Town, through Jackson McDonald, has prepared all the legal documentation relating to the various subleases and licences. Regarding the sub-leases, in this instance the sublessor (Belgravia) grants to the Sublessee as subtenant a sublease of the Premises for the Term, subject to the Limitations, Interests, Encumbrances and Notifications and to the Sublessor's right of termination contained in clause **Error! Reference source not found.**. The terms of the sublease are consistent with all the clubs and CAHS and relate to the head lease.

The licence agreement is the document which contains the commercial terms of the contracts with the clubs and Playgroup. Contained as attachments to this report are the Bowls Club, Croquet Club and the Playgroup licences. The pertinent matters within the licences as they relate to Council include:

- Conditions precedent to occupation – Limited conditions precedent.
- Food and Beverage payment (Football, Bowls and Croquet only – 27% of gross revenue of purchases made by the representative club as per contract terms). EFFC has raised concern that the F&B payment is at the sole discretion of the Town and wishes for such references to be removed. Noting that the licence agreement provides for either party to request a renegotiation of the agreement it does not appear to be an unreasonable request for EFFC to raise, as payment of the F&B as agreed and in accordance with the formula detailed in the agreement should occur without uncertainty as to whether it will be unilaterally varied. If Council shared this view, it is proposed to similarly amend the agreements with EFBC and EFCC.
- Discretionary Dividend (EFBC and EFFC only). EFFC has raised concern with this clause for similar reasons to the F&B concerns (ie the payment is at the discretion of the Town). Further discussion is needed to resolve this concern.
- Licenced spaces to the clubs (eg croquet lawn and bowls green). EFFC are still in discussions with the Town on the licenced areas, particularly regarding the boardroom. A proposal has been put to EFFC that the boardroom be excised from the club's licensed area which would allow Belgravia, on behalf of the Town, to manage the bookings of this room.
- Event Schedules
- Community use of spaces. As discussed above a proposal has been put to EFFC that the boardroom be managed by Belgravia rather than EFFC, while noting EFFC would retain priority usage.
- Signage requirements. EFFC want the ability to advertise wine sponsor(s) on surrounds of the oval. EFFC also raised that as a requirement of their WAFC licence the advertising of any associated branding may be a requirement eg advertising of CUB as WAFL head sponsor.
- Licensee obligations
- Management Committee requirements
- Hours of use and operation

The above licence requirements have been agreed with the Bowls Club, Croquet Club and the Playgroup. Belgravia has reviewed all the licences and will proceed to formal signing of the licences once finalised. Negotiations with EFFC regarding the contractual matters as above are continuing to be discussed.

Because of the commercial terms within the licence, Council endorsement is required. It is recommended as per the above discussion (dot point 2) that the licence clauses for the EFFC, EFBC and EFCC be amended to delete the clauses permitting the F&B payment to be capped and removing the reference to the F&B payment being at the sole discretion of the Town.

CONCLUSION

It is recommended that Council authorises the CEO to progress the finalisation of the sub-leases and licences, subject to the amendment to the licences of the EFFC, EFBC and EFCC being amended to delete the clauses permitting the F&B payment to be capped and removing reference to the payment being at the sole discretion of the Town.

The finalisation of the sub-leases and licences will enable Belgravia to sign the sublease and licence with East Fremantle Bowls Club, East Fremantle Croquet Club, the sublease with East Fremantle Child and Adolescent Health Services and the licence with East Fremantle Playgroup.

To expediate the sublease and licence agreement with the East Fremantle Football Club, it is also recommended that Council authorises the Chief Executive Officer to complete negotiations with the clubs. Where the EFFC sublease and licence are generally consistent with the documents and their requirements, it is requested Council authorises the CEO to provide Belgravia direction to sign the sublease and licence with East Fremantle Football Club.

13.8 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 092105

OFFICER RECOMMENDATION:

Moved Cr Donovan, seconded Cr Collinson

That Council:

1. **requests the CEO finalise the attached subleases between the East Fremantle Football Club, East Fremantle Bowls Club, East Fremantle Croquet Club, East Fremantle Child and Adolescent Health Services and Belgravia Health and Leisure Group Pty Ltd to satisfy a condition precedent under the Operator Agreement;**
2. **authorises the CEO to amend the licences clauses of the East Fremantle Football Club, East Fremantle Bowls Club, East Fremantle Croquet Club to delete the clauses permitting the F&B payment to be capped and deleting the provision permitting the F&B payment to be at the sole discretion of the Town;**
3. **endorses the terms as outlined in the licences for the East Fremantle Football Club, East Fremantle Bowls Club, East Fremantle Croquet Club subject to the changes proposed in recommendation 2;**
4. **requests the CEO finalise the licences between the East Fremantle Football Club, East Fremantle Bowls Club, East Fremantle Croquet Club, East Fremantle Playgroup and Belgravia Health and Leisure Group Pty Ltd to satisfy a condition precedent under the Operator Agreement; and**
5. **requests the Chief Executive Officer submit the subleases and licences to the Minister for Lands for consent to satisfy conditions precedent under the Operator Agreement.**

(CARRIED 5:4)

For: **Crs Wilson, Collinson, Donovan, Maywood & McPhail.**

Against: **Mayor O'Neill, Crs Natale, White, Harrington**

REPORT ATTACHMENTS

Attachments start on the next page

FORM L2C

FORM APPROVED
NO. B4701

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 AS AMENDED

SUB-LEASE (SL)

LEASE NUMBER	DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
	That part which is hatched on the plan annexed of: Lot 6229 on Diagram 1243	Part	LR3017	75

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

Class A Reserve 24703 for the purpose of Recreation East Fremantle Oval. Management Order. Contains Conditions to be observed. With power to lease for any term not exceeding 50 years, subject to the consent of the Minster for Lands.

SUB-LESSOR (NOTE 3)

Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) of Level 4, 102 Albert Road, South Melbourne, Victoria

SUB-LESSEE (NOTE 4)

The East Fremantle Football Club Inc. of 44 Moss Street, East Fremantle, Western Australia

TERM OF SUB-LEASE (NOTE 5)

5 years (less one day) commencing on and expiring on .

TOGETHER WITH:

An option of renewal for 5 years (less one day) commencing and expiring on .

THE SUB-LESSOR as the proprietor of the above LEASE HEREBY SUB-LEASES TO THE SUB-LESSEE the land above described subject to the encumbrances as shown hereon being the (Note 6) Part of the land in the said lease to be held by the Sub-Lessee for the above term at the clear yearly rental of (Note 7).

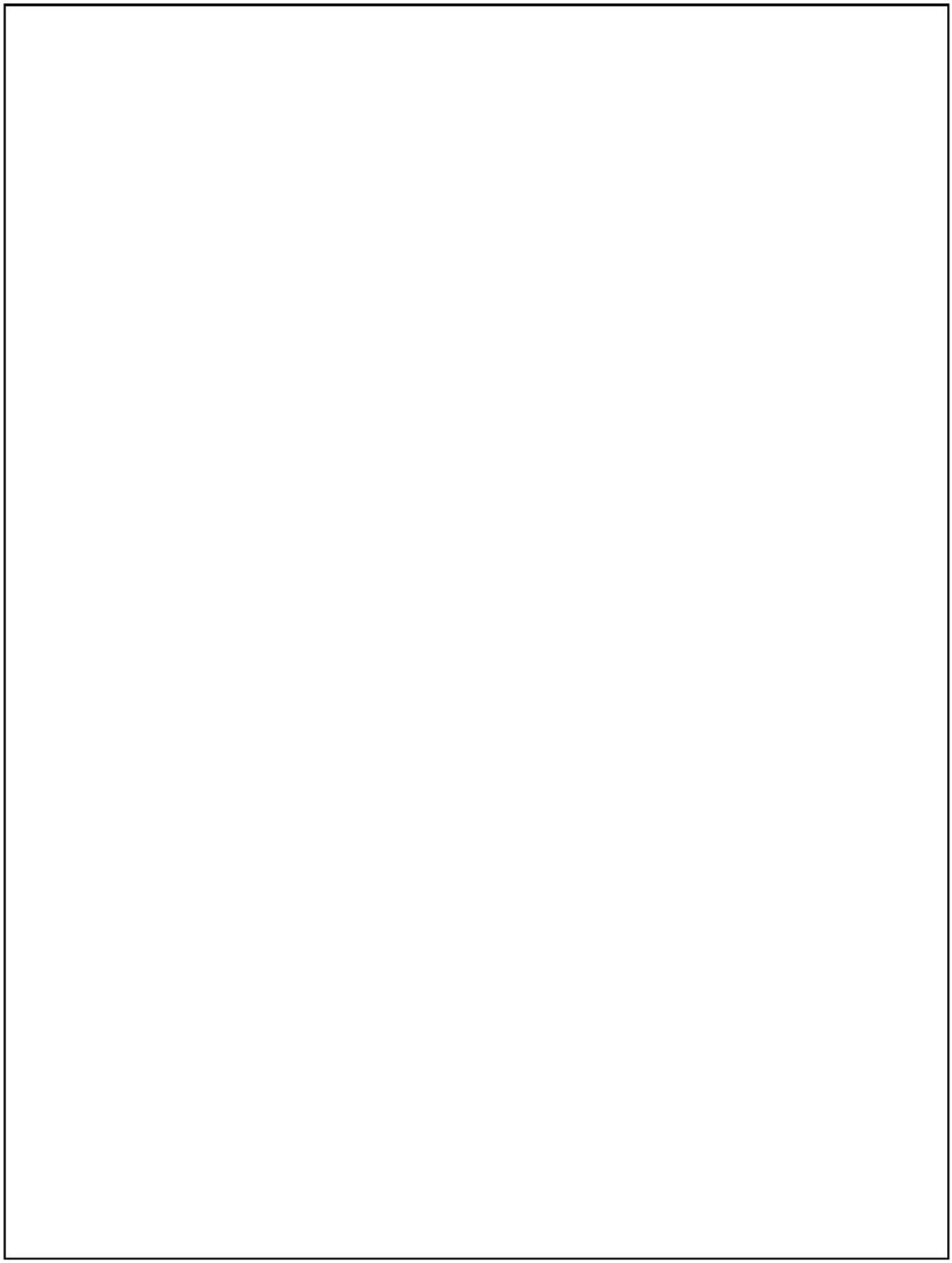
As provided in the covenants of this Sub-lease

PAYABLE (Note 8)

As provided in the covenants of this Sub-lease

LHB 3449-1628-0869_1

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT* 1997 AND THE *TRANSFER OF LAND ACT* 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN



JACKSON McDONALD
MULTI-SECTOR LAW

Football Sublease

East Fremantle Oval Precinct – Multipurpose Building

Town of East Fremantle
(ABN 61 054 006 131)
Headlessor

and

Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust
Sublessor

and

East Fremantle Football Club Inc.
(ABN 68 020 160 814)
Sublessee

Jackson McDonald
Lawyers
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact Reference:

LHB 3449-1628-0869_1

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Particulars

Item 1. Headlessor
(the **Parties**)

Town of East Fremantle ABN 61 054 006 131 of 135 Canning Highway, East Fremantle, Western Australia.

Item 2. Sublessor
(the **Parties**)

Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust of Level 4, 102 Albert Road, South Melbourne, Victoria 3205.

Item 3. Sublessee
(the **Parties**)

East Fremantle Football Club Inc. ABN 68 020 160 814 of 44 Moss Street, East Fremantle, Western Australia.

(the **Parties**)

Item 4. Land
(clause 1.1)

Lot 6229 on Diagram 1243 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Item 5. Premises
(clause 1.1)

That part of the Building as is shown hachured and identified as Football Sublease Area 1 [###]m² on the Premises Plan and Football Sublease Area 2 [###]m² on the Premises Plan extending vertically from the upper surface of the floor slab to the under surface of the ceiling above the floor slab on each floor level of those premises and extending horizontally on each floor level to and including the internal surfaces of external walls, the mid or centre line adjoining or inter tenancy walls or partitions and to the internal surfaces of external windows, and including all Building Services and all Sublessor's Property and all Headlessor's Property in those premises.

Item 6. Commencement Date
(clause 2.2)

The "Commencement Date" of the Headlease (as that term is defined in the Headlease) being [ ].

The Sublessor and Sublessee authorise the Headlessor or the Headlessor's solicitors to insert this date by hand once known.

Item 7. Term
(clause 2.1)

5 years (less one day).

Item 8. Rent
(clause 3.1)

$1.00 (ONE DOLLAR) per annum plus GST (if demanded by the Sublessor).

Item 9. Limitations, Interests, Encumbrances and Notifications
(clause 2.1)

Class A Reserve 24703 for the purpose of recreation East Fremantle Oval Management Order. Contains conditions to be observed. With power to lease for any term not exceeding 50 years, subject to the consent of the Minister for Lands.

Item 10. Insured Amount (Public Liability Insurance)
(clause 5.2)

$20 million.

Item 11. Permitted Use
(clause 7.7)

(a) indoor training, education, medical, rehabilitation and recovery activities associated with a WAFL football club (including gym, lecture room and indoor storage areas) for Football Sublease Area 1;

(b) home and away player changerooms and umpire changerooms for Football Sublease Area 1,

(c) administration offices for a WAFL club (including offices and boardroom) for Football Sublease Area 2; and

(d) match day activities associated with Australian Rules Football competitions (including home and away coaches' boxes, statistician and umpiring facilities) for Football Sublease Area 2.

Item 12. Expiry Date
(clause 1.1)

The expiry date of the Headlease less one day being [ ].

The Sublessor and Sublessee authorise the Headlessor or the Headlessor's solicitors to insert this date by hand once known.

Item 13. Further Term
(clause 17)

5 years (less one day) commencing on the day immediately following the Expiry Date.

Item 14. Particulars for service of Notices
(clause 16)

The particulars for service of notices are:

Head Lessor	Address : [ ]
	Email : [ ]
	Attention : [ ]
Sublessor	Address : [ ]
	Email : [ ]
	Attention : [ ]
Sublessee	Address : [ ]
	Email : [ ]
	Attention : [ ]

Date 2024

Parties

Headlessor	The person described in Item 1 of the Reference Schedule
Sublessor	The person described in Item 2 of the Reference Schedule
Sublessee	The person described in Item 3 of the Reference Schedule

Recitals

1. The Sublessor has agreed to grant and the Sublessee has agreed to accept a sublease of the Premises on the terms and conditions contained in this Football Sublease.

2 The Headlessor has consented to the sublease of the Premises on the terms and conditions of this Football Sublease.

This deed provides:

1. Definitions and rules of interpretation

1.1 Definitions

In this Football Sublease:

Access Card means a security access key or card or other security access device.

Accountant means a person who is:

(a) qualified as an accountant in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Institute of Chartered Accountants of Australia (Western Australia Branch); and

(d) has not less than 15 years' experience as an accountant, with at least 5 years being in Australia;

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

Architect means a person who is:

(a) qualified as an architect in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Institute of Architects (Western Australia Branch); and

(d) has not less than 5 years' experience in designing buildings and facilities similar to those buildings and facilities to be constructed as part of the Facility.

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 Building or any matter or thing relating to it, including those assessing or imposing local authority or municipal rates, water rates, land tax and metropolitan region improvement tax, and those providing or supplying services and utilities to the Premises.

BEEC means a Building Energy Efficiency Certificate, as defined in the *Building Energy Efficiency Disclosure Act 2010* (Cth).

Boardroom means that part of the Building identified as Football Sublease Area 2 on the Premises Plan comprising the boardroom.

Bowling Greens means the two synthetic turf bowling greens within the Facility and identified as "Bowling Greens" on the Facility Plan.

Building means the building situated within the Facility and identified as the "New Building" on the Facility Plan and includes all the Headlessor's Property and all the Sublessor's Property in the Building and the Building Services.

Building Services means all services supplied to or in the Premises including gas, water, drainage, fresh air, exhaust systems, electricity, sprinkler systems, heating, lighting, lift services, electrical services, electrical power supply, hydraulic services, mechanical services, the air conditioning system, telecommunication services, data transmission services and includes the Headlessor's Property.

Business Day means a day not being a Saturday, Sunday, public holiday or bank holiday in Perth.

CEO means the Chief Executive Officer of the Headlessor.

Changerooms means that part of the Building identified as Football Sublease Area 1 on the Premises Plan comprising the home and away player changerooms and the umpire changerooms.

Claim means any claim, demand or cause of action including any claim, demand or cause of action arising from a breach of this Football Sublease:

(a) based in contract (including breach of warranty);

(b) based in tort (including misrepresentation or negligence);

(c) under common law or in equity;

(d) under any Law; or

(e) under the *Competition and Consumer Act 2010* (Cth), or any similar Law in Western Australia.

Coaches' Boxes means that part of the Building identified as Football Sublease Area 2 on the Premises Plan comprising the home coaches' box, [the away coaches' box], the umpire box and the statistician box.

Commencement Date means the date specified in Item 6 of the Reference Schedule.

Contamination has the same meaning as defined in the *Contaminated Sites Act 2003* (WA).

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

Croquet Courts means the three croquet courts situated within the Facility and identified as "Croquet Greens" on the Facility Plan.

Default Rate means 15% per annum.

Dispute means any dispute arising out of this Football Sublease.

Dispute Notice means a notice identifying the particulars of this Dispute.

Encumbrance means each encumbrance, interest, limitation and notification whether or not appearing on the certificate of title to the Land and the registered plan of survey in relation to the Land as at the Commencement Date.

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 or occurrence described in clause 12.1 or elsewhere in this Football Sublease as an Event of Default.

Expert means:

(a) an Accountant;

(b) an Architect;

(c) a Legal Practitioner;

(d) a Quantity Surveyor;

(e) a Valuer;

(f) any other person with suitable qualifications and experience appropriate to determine the Dispute,

appointed under clause 20.3 to determine the Dispute.

Expiry Date means the expiry date of this Football Sublease being the date specified in Item 12 of the Reference Schedule.

Facility means all the buildings and improvements on the Land from time to time making up the East Fremantle Oval Precinct and includes the Building, the Building Services, the Oval, the Croquet Courts and the Bowling Greens and all of the Headlessor's Property.

Facility Plan means the site plan annexed at Annexure B.

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

Fire Fighting Equipment means all stop-cocks, hydrants, alarms, drench curtains, fire sprinkler systems, hoses, extinguishers or other fire prevention equipment in or serving the Premises.

Football Sublease means this deed as amended, varied or supplemented from time to time including any schedule or annexure.

Football Licence means the non-exclusive licence of the Oval and Function Room between the Sublessor as licensor and the Sublessee as licensee executed contemporaneously with this Football Sublease.

Function Room means that part of the Building used as a multipurpose function room, being an area excluded from the Premises and more particularly described in the Football Licence.

Further Term means the further term or terms (if any) specified in Item 13 of the Reference Schedule.

GST means a tax imposed on a Party under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hazard means anything occurring on or emanating from the Premises that may cause injury to a person or harm to the health of a person.

Hazardous Materials 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.

Headlease means the lease of the Head Lease Premises between the Headlessor as lessor and the Sublessor as lessee dated _____.

Headlease Premises means that part of the Land that is the subject of the Headlease.

Headlessor means the person specified in Item 1 of the Reference Schedule and that person's successors, executors, administrators, assigns and transferees and includes the person entitled to possession of the Premises at termination of the Headlease.

Headlessor's Assets means those items of the Headlessor's Property that may be subject to the PPSA.

Headlessor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Headlessor from time to time located or contained in the Facility (including the Premises), including floor coverings and window treatments.

Insolvency Event means:

(a) in the case of a body corporate:

(i) an order is made that the body corporate be wound up;

(ii) a liquidator or provisional liquidator of the body corporate is appointed, by court order or otherwise;

(iii) a meeting is convened or a resolution is passed to appoint an administrator of the body corporate;

(iv) 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;

(v) 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 Sublessor;

(vi) a resolution is passed to wind up or dissolve the body corporate;

(vii) the body corporate is dissolved;

(viii) the body corporate is insolvent under s 95A(2) of the Corporations Act;

(ix) any event mentioned in ss 459C(2)(a)-(f) of the Corporations Act occurs in respect of the body corporate;

(x) the appointment of an administrator or a controller, as defined by the Corporations Act, in respect of the body corporate, or the appointment of a receiver, manager, or receiver and manager of the whole or part of the assets and undertaking of the body corporate; or

(xi) an event occurs in relation to the body corporate which has a substantially similar effect as an event listed in this clause under the Law of any applicable jurisdiction; and

(b) in the case of an individual:

(i) the person proposes or enters into an arrangement or composition with a creditor;

(ii) the person proposes or enters into an assignment for the benefit of one or more creditors;

(iii) the individual commits an act of bankruptcy under the *Bankruptcy Act 1966* (Cth); or

(iv) anything occurs in relation to the individual which has a substantially similar effect to any of the things listed in this cause under the Law of any applicable jurisdiction.

Insurable Risks means any one or more of the risk of:

(a) loss or damage to the Premises or the Facility from all insurable causes;

(b) breakdown of plant and machinery;

(c) sprinkler leakage and water damage;

(d) an event covered by the Sublessor's public liability insurance;

(e) an event covered by the Headlessor's public liability insurance;

(f) liability under workers compensation Claims or statutory liability in relation to the Sublessor's employees employed in relation to the Premises or the Facility;

(g) liability under workers compensation Claims or statutory liability in relation to the Headlessor's employees employed in relation to the Premises or the Facility;

(h) each consecutive period of 12 months from and including the 1st day of July in each year during the Term; and

(i) any other risk related to the Sublessor's interest or the Headlessor's interest in the Premises or the Facility.

Insurance Premiums means the premiums for all insurances effected by the Sublessor or the Headlessor (as applicable) for the Insurable Risks.

Insured Amount means the amount specified in Item 10 of the Reference Schedule.

Land means the land specified in Item 4 of the Reference Schedule.

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.

Legal Practitioner means a person who:

(a) has a current and valid Practising Certificate (as defined in the *Legal Profession Act* 2008 (WA));

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Law Society of Western Australia; and

(d) not less than 15 years' experience in property law, involving major developments, in the Perth metropolitan area.

Limitations, Interests, Encumbrances and Notifications means those limitations, interests, encumbrances and notifications specified in Item 9 of the Reference Schedule.

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).

Manager means any person appointed by the Sublessor to manage the Premises under clause 21.11.

Mediator means a legal practitioner who:

(a) is a National Mediator Accreditation System accredited mediator;

(b) is listed on the Law Society Panel of Mediators of the Law Society of Western Australia;

(c) practises in commercial and property disputes; and

(d) is independent from any of the Parties to the Dispute.

month means a calendar month.

NABERS means the National Australian Built Environment Rating System, being the national initiative managed by the New South Wales Office of Environment and Heritage.

OSH Incident means:

(a) an actual or suspected breach of any requirement under OSH Legislation by the Sublessor, the Sublessee or any Permitted Person;

(b) an incidence of personal injury or harm caused to a person at the Premises;

(c) an event that gives rise to a risk to the safety and health of a person, whether or not that event must be reported under OSH Legislation;

(d) the issue of any notice or direction by an authorised person under the OSH Legislation to the Landlord, the Sublessee or any Permitted Person which directly or indirectly relates to the use of the Premises; and

(e) the commencement of any inquiry or investigation undertaken by an authorised person under the OSH Legislation which directly or indirectly relates to the use of the Premises.

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 Landlord, the Sublessee or any Permitted Person by an Authority under those work health and safety Laws.

Oval means the 165m x 130m (plus 5m runoff) Australian Rules Football oval situated within the Facility and identified as "Oval" on the Facility Plan.

Party means the Headlessor, the Sublessor or the Sublessee according to the context.

Permitted Person means the Sublessee's members, officeholders, guests, employees, agents, contractors, customers, invitees, licensees or visitors, including the employees and sub-contractors of the Sublessee's agents and contractors and includes members of the general public accessing and using the Boardroom, Coaches Box or Changerooms pursuant to clause 8.6.

Permitted Use means the use specified in Item 11 of the Reference Schedule.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

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

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

Premises means the premises described in Item 5 of the Reference Schedule and includes all buildings and improvements on the Premises, the Building Services and the Headlessor's Property.

Premises Plan means the premises plan annexed as Annexure A.

Quantity Surveyor means a person who:

(a) is independent from any of the Parties to the Dispute;

(b) at the time of nomination is a member of the Australian Institute of Quantity Surveyors (Western Australia Branch); and

(c) has at least 5 years' experience in quantity surveying properties similar to the Building.

Rates and Taxes means the aggregate in each Sublease Year of the rates, taxes, charges or impositions levied, charged or assessed in relation to the Premises, the Building, the Land, or the ownership or occupation of them, including:

(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;

(c) charges for water consumption;

(d) State and Commonwealth land tax and charges;

(e) Metropolitan Region Improvement Tax and any other region improvement tax;

(f) car parking fees, charges, taxes, levies and impositions; and

(g) any other rate, tax or imposition.

Rent means the amount specified in Item 8 of the Reference Schedule as is reviewed in accordance with the rent review provisions of this Football Sublease.

Requirement means a condition of approval or consent, requirement, notice, order or direction of any Authority.

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, sewerage, water, drainage, electricity, waste removal, telecommunications, internet and data transmission services.

State means the state of Western Australia.

Sublease 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.

Sublessee means the person specified in Item 3 of the Reference Schedule and that person's successors, executors, administrators and permitted assigns and, where not contrary to the context, includes any sublessee.

Sublessee's Insurer means an insurance company:

(a) authorised to carry on business under the *Insurance Act 1973* (Cth); and

(b) that has a Standard and Poors AAA rating.

Sublessee's Obligations means the several obligations contained or implied in this Football Sublease, which the Sublessee must observe and perform.

Sublessor means the person specified in Item 2 of the Reference Schedule and that person's successors, executors, administrators, assigns and transferees and includes the person entitled to possession of the Premises at Termination.

Sublessor's Assets means those items of the Sublessor's Property that may be subject to the PPSA.

Sublessor's Obligations means the several obligations contained or implied in this Football Sublease, which the Sublessor must observe and perform.

Sublessor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Sublessor from time to time located or contained in the Facility (including the Premises).

Term means the term of this Football Sublease specified in Item 7 of the Reference Schedule and where the context permits includes any Further Term, any other renewal of this Football Sublease 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.

Valuer means a person who:

(a) is licensed under the Land Valuers Licensing Act 1978 (WA);

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Property Institute (Inc.) (Western Australia Division); and

(d) has not less than 5 years experience in valuing land and developments, similar to the Facility.

Works Conditions means that:

(a) the works must be performed:

(i) at the Sublessee's cost (including the Sublessor's reasonable costs incurred in connection with the works, which include the Sublessor's reasonable administrative and other reasonable costs of giving consent, and the reasonable fees of any architect or other consultant used by the Sublessor 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 Sublessor, acting reasonably;

(iii) by a contractor:

A. nominated by the Sublessee and approved by the Sublessor, acting reasonably; and

B. who has provided evidence to the Sublessor that it carries an insurance policy or policies covering public liability with a level of cover acceptable to the Sublessor and appropriate contract construction risk, workers compensation and other usual insurances, which note the interest of the Sublessor;

(iv) under the supervision of a person nominated by the Sublessee and approved by the Sublessor, acting reasonably;

(v) in accordance with all Laws and Requirements;

(vi) in accordance with plans and specifications approved by the Sublessor (which approval must not be unreasonably withheld) and subject to any conditions that the Sublessor imposes on its consent (which conditions (if any) must be reasonable);

(vii) in accordance with and only after obtaining the approvals of all relevant Authorities;

(viii) only after providing copies to the Sublessor of all approvals from relevant Authorities in relation to the works before carrying out the works; and

(ix) in accordance with the then current fitout manual (if any) for the Premises; and

(b) once the works are complete the Sublessee must:

(i) provide as-built drawings for the Premises layout and services to the Sublessor; 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 Sublessor (but in any event within 40 Business Days after completion) to the Sublessor.

1.2 Interpretation

(a) This interpretation clause applies unless inconsistent with the context.

(b) The headings and an index have been inserted for convenience only and do not affect the interpretation of this Football Sublease.

(c) If a word or phrase is defined, then its other grammatical forms have a corresponding meaning.

(d) The singular includes the plural and vice versa.

(e) A reference to a gender includes any gender.

(f) A reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Football Sublease.

(g) A reference to this Football Sublease includes an annexure.

(h) The word *includes* and similar words are not words of limitation and do not restrict the interpretation of a word or phrase in this Football Sublease.

(i) A reference to a document includes a variation or replacement of it.

(j) A reference to a statute includes its subordinate legislation and a modification, replacement or re-enactment of either.

(k) A reference to *person* includes a reference to:

(i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity;

(ii) if the person is an individual, the person's personal representatives and assigns; and

(iii) if the person is not an individual, the person's successors and assigns.

(l) A reference to a thing, including a right, is a reference to either the whole thing or a part of the thing.

(m) Part performance of an obligation does not constitute performance of an obligation.

(n) An agreement, representation or term of this Football Sublease in favour of or on the part of two or more people benefits or binds them jointly and severally.

(o) Subject to context, a reference in the GST clause to a term defined or used in the GST Act has the meaning given to that term in the GST Act.

(p) A reference to currency is to the Australian currency.

(q) A reference to time is to Perth, Western Australia time.

(r) if the date on which a thing must be done is not a Business Day, then that thing must be done on the next Business Day.

(s) A reference to a day is a reference to the period which starts at midnight and ends 24 hours later.

(t) If a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event.

(u) The Sublessee's Obligations are binding on and enforceable against the Sublessee and any occupier of the Premises.

(v) If an organisation or rating tool no longer exists or is no longer relevant, then:

(i) a reference to that organisation or rating tool is a reference to its successor or replacement; or

(ii) if there is no successor or replacement, then it is a reference to the organisation or rating tool that the Sublessor considers most appropriate.

(w) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Football Sublease or any part of it.

1.3 Local Government Laws prevail

In the event of any inconsistency between:

(a) an obligation, right or power of either the Sublessee or the Sublessor under this Football Sublease; and

(b) an obligation, right or power of the Headlessor under the Local Government Laws,

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

1.4 No fetter

Nothing in or arising out of this Football Sublease in any way:

(a) diminishes the Headlessor's rights and powers; or

(b) fetters any discretion that the Headlessor has,

under the Local Government Laws.

2. Football Sublease

2.1 Grant of Football Sublease

The Sublessor grants to the Sublessee as subtenant a sublease of the Premises for the Term subject to the Limitations, Interests, Encumbrances and Notifications and to the Sublessor's right of termination contained in clause 12.1.

2.2 Term

The Term of this Football Sublease begins on the Commencement Date and, subject to clause 12.1 ends on the Expiry Date.

3. Rent

3.1 Rent

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

3.2 Payment of Rent

(a) The Rent is payable annually in advance, with the first payment to be made on the Commencement Date and subsequent payments to be made on the anniversary of the Commencement Date in each Sublease Year.

(b) The Rent must be paid:

(i) without any deduction or set-off, whether arising at Law or in equity;

(ii) subject to clause 3.2(b)(iii), to the Sublessor at its address stated in this Football Sublease or at any other address as may be notified in writing to the Sublessee; and

(iii) if requested by the Sublessor, by direct debit from the Sublessee's bank account into a bank account nominated by the Sublessor.

4. Other payments

4.1 Sublessee will pay no Rates and Taxes

For the duration of the Term, the Sublessee will pay no Rates and Taxes in respect of the Premises or the occupation and ownership of the Premises.

4.2 No payment by Sublessee for Services

The Sublessee will pay no charges and meter rentals for Services consumed on or for the Premises or any electricity consumed by any air conditioning plant used for the Premises.

4.3 Insurance

On or before the date specified by the Sublessee's Insurer, the Sublessee must pay to the Sublessee's Insurer the premiums owing for the insurance policies required to be taken out and maintained by the Sublessee under this Football Sublease.

4.4 Legal costs

(a) Each Party will bear their own costs in relation to the preparation, negotiation, amendment, variation and execution of this Football Sublease.

(b) The Headlessor will pay the costs and disbursements relating to:

(i) the registration of this Football Sublease; and

(ii) the preparation of any deposited or survey plan or premises plan.

4.5 Interest on arrears

If the Sublessee fails to make any payment to the Sublessor which is required under this Football Sublease, the Sublessee must pay interest to the Sublessor on the outstanding money at the Default Rate calculated daily on the money from the due date for payment until actual payment of the outstanding payment and interest on it.

4.6 GST liability

(a) Subject to an express clause to the contrary, an amount referred to in this Football Sublease which is relevant in determining a payment that one Party must make to another Party is exclusive of GST.

(b) The Parties agree that:

(i) GST is payable in respect of any taxable supply made under this Football Sublease;

(ii) in respect of any taxable supply made under this Football Sublease, 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 Football Sublease;

(iii) 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;

(iv) if a Party is entitled to be reimbursed for an expense or outgoing incurred in relation to this Football Sublease, 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;

(v) 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 for an adjustment that arises from an adjustment event relating to that taxable supply; and

(vi) if there is an adjustment to the consideration payable for a taxable supply which gives rise to an adjustment event, then:

A. the Parties must recalculate the GST liability for that taxable supply based on the adjusted consideration;

B. the Parties must recalculate the amount in the manner set out in this clause; and

C. a Party must make an appropriate payment on account of an adjusted GST liability.

5. Indemnity and insurance provisions

5.1 Sublessee's indemnity

(a) Except to the extent caused by any act, neglect, default or omission of the Headlessor and/or the Sublessor, or the agents, contractors or employees, of the Headlessor or Sublessor (as applicable), the Sublessee indemnifies the Sublessor, the Headlessor and the Minister for Lands against all Claims, including legal and investigative costs and expenses, which the Sublessor, the Headlessor and the 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 any other part of the Facility or the use by the Sublessee of the Premises or any other part of the Facility to the extent caused or contributed to by any act, neglect, default or omission by the Sublessee or by a Permitted Person or by any other person on the Premises or any other part of the Facility, with the Sublessee's express or implied consent.

(b) The Sublessee indemnifies the Sublessor, the Headlessor and the Minister for Lands against all loss and damage to the Premises and to any other part of the Facility caused by the negligent use or misuse, waste or abuse of water, gas or electricity supplied to the Premises or to the Sublessee in connection with the Premises or the use of the Premises or by faulty sanitary, water, gas or electric pipes, wire, fittings or fixtures fixed or installed in the Premises by the Sublessee or by a Permitted Person, except to the extent that such loss or damage is caused by any act, neglect, default or omission of the Headlessor and/or the Sublessor, or the agents, contractors or employees of the Headlessor or Sublessor (as applicable).

(c) To the extent permitted by Law, the Sublessee indemnifies the Sublessor, the Headlessor 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),

caused by, arising out of, or in connection with the Sublessee's or a Permitted Person's use of the Premises or any other part of the Facility, except to the extent that such Claims are caused by any act, neglect, default or omission of

the Headlessor and/or the Sublessor, or the agents, contractors or employees of the Headlessor or Sublessor (as applicable).

5.2 Indemnity insurance policy

The Sublessee must, before the Commencement Date, take out and at all times keep in force with the Sublessee's Insurer, on behalf of the Sublessee and naming both the Sublessor and the Headlessor as an "interested party" under such policy, 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 Sublessor may reasonably require.

5.3 Insurance against fire and other risks

(a) The Sublessee must, before the Commencement Date, take out and at all times keep in force to the satisfaction of the Sublessor with the Sublessee's Insurer, on behalf of the Sublessee and naming both the Sublessor and the Headlessor as an "interested party" under such policy:

(i) a policy of insurance to cover all of the Sublessee's fixtures, fittings, equipment and furnishings 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;

(ii) a policy of employer's indemnity insurance;

(iii) a policy of volunteer personal accident insurance;

(iv) insurances which are required by Law, or which are from time to time specified in writing to the Sublessee as being, in the Sublessor's reasonable opinion, policies of insurance which a prudent subtenant should take out.

5.4 Sublessor's rights

If the Sublessee does not take out and keep in force any insurance policy it is required to maintain under this Sublease, then the Sublessee:

(a) irrevocably appoints the Sublessor its attorney to do all things and sign all documents necessary to give effect to the Sublessee's insurance obligations at the Sublessee's cost; and

(b) assigns to the Sublessor all its rights and benefits under any insurance policy, including the right to any money received by the Sublessee, to secure the Sublessee's insurance obligations under clauses 5.2 and 5.3.

5.5 Produce certificates of currency

Before the Commencement Date, the Sublessee must produce to the Sublessor certificates of currency issued by the Sublessee's Insurer and at any time on demand during the Term produce updated certificates of currency for them.

5.6 Increase in Sublessor's fire insurance premium

(a) The Sublessee must not bring onto or keep in the Premises anything of a flammable, dangerous or hazardous nature and not without the written consent of the Sublessor bring onto or keep anything or do any act in the Premises which may increase the rate of the Insurance Premiums.

(b) If the Sublessee or a Permitted Person brings onto or keeps in the Premises anything of the nature described in clause 5.6(a) or does any such act in the Premises, then without limiting any other rights of the Sublessor, the Sublessee must, on demand, pay to the Sublessor the amount of any increased Insurance Premium.

(c) If the Sublessee or a Permitted Person does or permits to be done any act which has the effect of invalidating or avoiding any insurance policy taken out by the Sublessor or the Headlessor, then without limiting any other right of the Sublessor, the Sublessee will be responsible for, and must pay on demand, any damage or loss which the Sublessor suffers as a result.

6. Repair and maintenance by Sublessee

6.1 Repair and maintain

(a) The Sublessee must at the Sublessee's own expense repair, maintain and keep the Sublessee's fixtures, fittings, equipment and furnishings:

(i) in good and substantial repair order and condition; and

(ii) so that they remain in at least the same condition as at the Commencement Date.

(b) Subject to clause 6.1(c), the Sublessee has no obligation to repair, maintain and keep the Premises in good and substantial repair, order and condition.

(c) The Sublessee must, at the Sublessee's own expense, repair any damage or disrepair to the Premises, its surroundings and any other part of the Facility caused by any deliberate or wilful act or omission of the Sublessee.

6.2 Clean

The Sublessee must:

(a) regularly clean and keep clean the Premises in a state of cleanliness and in a condition that does not pose any risk to the health or safety of any person;

(b) not allow any rubbish, trade waste, cartons, boxes, containers, produce or accumulation of useless property within the Premises or in its vicinity and not leave rubbish bins or other containers outside the Premises except in areas designated for that purpose by the Sublessor; and

(c) dispose of and store, and ensure all Permitted Persons dispose of and store all general waste and all recyclable materials within the waste collection points

and the recyclable materials collection points in the Premises from time to time designated for the purpose by the Sublessor.

6.3 Sublessor's right to view and repair

(a) The Sublessee must allow the Sublessor, its employees, agents and independent contractors to enter the Premises at all reasonable times and on reasonable notice (except in the case of emergency, when no such notice is required):

(i) to view the Premises; and

(ii) with all necessary materials and appliances to execute and carry out any required repairs or maintenance as the Sublessor thinks fit.

(b) In addition to the rights of the Sublessor to enter after notice to the Sublessee, the Sublessee must allow the Sublessor and the Sublessor's employees, agents and independent contractors to enter the Premises at all times with all necessary materials and equipment and without previous notice to carry out any repairs which in the Sublessor's opinion are of an emergency nature.

(c) Nothing in this Football Sublease requires the Sublessor to, and the Sublessee agrees that the Sublessor is not required to:

(i) do or be liable for any repair or maintenance of the Premises;

(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.

(d) In the event of any inconsistency between the terms of this Football Sublease and clause 6.3(c), clause 6.3(c) will prevail.

6.4 Notice of damage

As soon as the Sublessee becomes aware of any accident to, defect in or damage to the Premises it must notify the Sublessor in writing.

7. Sublessee's use of premises

7.1 Alterations to the Premises

The Sublessee must not:

(a) make any alterations, modifications, improvements or additions to the Premises; or

(b) interfere with, alter or make any connection to the Building Services, the Headlessor's Property and the Sublessor's Property,

unless the Sublessee:

(c) obtains the Sublessor's prior written consent, which:

(i) may be granted or withheld at the Sublessor's discretion; and

(ii) may be given conditionally or unconditionally in all cases; and

(d) in undertaking any works, complies with the Works Conditions.

7.2 Signage

(a) Subject to clause 7.2(b), the Sublessor grants to the Sublessee the right to install, replace and maintain signs at the Sublessee's expense on the external walls of the Premises at such locations and of the description as may be agreed by the Sublessor, subject to the Sublessee obtaining all necessary permits from the relevant authorities, together with all ancillary and incidental rights of entry by the Sublessee 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 Sublessor to the Sublessee under clause 7.2(a):

(i) only permits the installation and display of external signs identifying the Sublessee's identifying name, image or logo as a sporting club;

(ii) does not authorise the installation and display of any third party advertising signage on any external parts of the Premises without the Sublessor's prior written consent, which:

A. may be granted or withheld at the Sublessor's discretion; and

B. may be given conditionally or unconditionally in all cases; and

(iii) subject to clause 7.2(c), does not authorise the Sublessee to name the Premises (or any external parts of the Premises) or enter into any third party signage, naming rights or sponsorship arrangements for any external parts of the Premises, without the Sublessor's prior written consent, which:

A. may be granted or withheld at the Sublessor's discretion; and

B. may be given conditionally or unconditionally in all cases.

(c) Subject to clauses 7.2(f) and 7.6(a)(vii), the Sublessor grants to the Sublessee:

(i) the right to install, replace and maintain signs at the Sublessee's expense on the internal walls of the Premises (including third party advertising signage); and

(ii) the right to name or enter into third party signage, naming rights or sponsorship arrangements for internal areas within the Premises (including the Changerooms, Boardroom, gym and other individual rooms within the Premises).

(d) The Sublessor must not materially inhibit or allow to be materially inhibited visibility of any permitted sign of the Sublessee on the Premises in the Facility without the prior consent in writing of the Sublessee, which consent is not to be unreasonably withheld.

(e) The Sublessor must, at the Sublessor's expense, install electricity supply cables to all signs of the Sublessee requiring electricity supply permitted under clauses 7.2(a) and 7.2(c).

(f) The Sublessee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or sponsorship arrangements involving or relating to the promotion of any gambling, , tobacco, e-cigarettes, vaporisers, electronic smoking implements and any other goods, services or activities that in the reasonable opinion of the Sublessor is considered illegal, immoral, anti-social or offensive to the public.

7.3 Comply with Laws and requirements

(a) The Sublessee must use the Premises only for lawful purposes.

(b) The Sublessee must:

(i) only use the Premises in a manner that is consistent with the reserve purpose for the Land;

(ii) comply with the terms of any management order that applies to the Land; and

(iii) not do anything that would result in the Sublessor and or the Headlessor being in breach of any reserve purpose or management order that applies to the Land or any provision of the *Land Administration Act* 1997.

(c) The Sublessee must punctually comply with and observe at the Sublessee's expense all present and future Laws and Requirements which relate to:

(i) the Premises;

(ii) the use of the Premises (other than in relation to structural matters);

(iii) the number or sex of the people working in or from or at any time occupying or visiting the Premises.

(d) All works which the Sublessee is required to carry out under this clause must be carried out in accordance with the Works Conditions.

(e) If the Sublessee does not comply with the requirements of clauses 7.3(a) to (d), the Sublessee must:

(i) allow the Sublessor and the employees, agents and independent contractors of the Sublessor to enter the Premises at any time with all necessary materials and appliances for the purpose of complying with the Sublessee's Obligations under this clause;

(ii) pay to the Sublessor on demand any expense incurred by the Sublessor in doing so; and

(iii) indemnify the Sublessor against any loss or liability incurred by the Sublessor arising from the non-compliance.

7.4 Comply with Sublessor's directions

The Sublessee must comply with any reasonable direction, order or request of the Sublessor and the Manager.

7.5 Sublessee's Operational Obligations

The Sublessee must during its occupation of the Premises:

(a) advise the Sublessor of the private address and telephone number of the Sublessee, or the Chairman or other responsible officeholder of the Sublessee, and must keep the Sublessor or the Manager informed of any change of this address or telephone number;. The Sublessor agrees the private address and telephone information provided in this clause 7.5(a) shall be retained on a confidential basis and must only used for the purpose of matters arising under this Football Sublease. Upon the expiry or earlier termination of this Sublease, the Sublessor must destroy the private address and telephone information provided to the Sublessor under this clause 7.5(a).

(b) secure the Premises against unauthorised entry at all times when the Premises are left unoccupied; and

(c) not do anything by which the work or efficiency of the air conditioning plant servicing the Premises may be detrimentally affected.

7.6 Restrictions on use of Premises by Sublessee

(a) The Sublessee must, to the extent it is in the control of the Sublessee, not:

(i) smoke tobacco or any other substance or use e-cigarettes, vaporisers or other electronic smoking implements, and the Sublessee must ensure that no Permitted Person:C

A. smokes tobacco or any other substance; or

B. uses e-cigarettes, vaporisers and any other electronic smoking implements,

in any part of the Premises 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;

(iii) sell or permit the sale of any alcohol from the Premises;

(iv) use or permit to be used any of the Sublessor's Property or Building Services other than for their designed purposes;

(v) sell any of the Headlessor's Property or the Sublessor's Property;

(vi) grant or allow to arise any Security Interest in the Headlessor's Property or the Sublessor's Property;

(vii) do anything on the Premises which in the reasonable opinion of the Sublessor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage whether to the Sublessor or to other owners, occupiers, tenants or users of land in the vicinity of the Premises;

(viii) install anything in or on the Premises that overloads the Building Services or other cables, switchboards, circuits or sub-boards through which electricity is conveyed to or through the Premises;

(ix) do or permit anything to be done on the Premises which in the reasonable opinion of the Sublessor will result in noise or behaviour that will have an adverse impact on the amenity of nearby residents;

(x) sleep at the Premises;

(xi) burn any rubbish or waste at the Premises;

(xii) keep any animal or bird at the Premises; or

(xiii) permit another person to do any of these things.

(b) This clause 7.6 does not prohibit activities within the Premises which are Permitted Uses.

7.7 Use of Sanitary appliances

The Sublessee must not use or permit to be used the lavatories, grease traps and other sanitary appliances installed in the Premises or elsewhere in the Building for any purpose other than that for which they were constructed and not throw or cause or allow to be thrown or disposed in such appliances any sweepings, rubbish, rags, ashes, tea leaves or other substances therein.

7.8 No overloading of electrical circuits

The Sublessee must not, without the prior written consent of the Sublessor, install any electrical equipment in the Premises that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Premises.

7.9 Floor and hardstand overloading

The Sublessee must not:

(a) install or place in the Premises any item, fixture or fitting which breaks, cracks, strains, overloads or damages any part of the Premises including any floor, wall or pillar of any Building and any hardstand or any other constructed surface within the Premises;

(b) do any act or thing which might result in overloading any part of the floor of any Building and any hardstand or any other constructed surface within the Premises; or

(c) damage any part of the floor of any Building and any hardstand or any other constructed surface within the Premises;

(d) for the purpose of this clause, "overloading" means:

(i) if any load factors have been specified in any plans and specifications for any area forming part of the Premises any load in excess of those specifications; or

(ii) in any other case, any load or loads likely, in the reasonable opinion of the Sublessor, to cause any cracking or long term deterioration to the surface finish of that area; and

(e) if the Sublessor identifies any business practice of the Sublessee such as use of heavy loading equipment or the receipt or despatch of heavy containers or plant and equipment, the Sublessor may give written notice requiring the Sublessee to cease that practice, in addition to any rights it may have arising from any breach by the Sublessee or any damage caused by the overloading.

7.10 Use of Premises

The Sublessee must only use the Premises for the Permitted Use and for no other use or purpose.

7.11 NABERS Rating & Energy Efficiency

(a) The Sublessee acknowledges and agrees that the Sublessor is required to operate the Building and the Premises in a manner which improves the energy efficiency and water efficiency of the Building and the Premises.

(b) The Sublessee must, use its reasonable endeavours to:

(i) use and cause each Permitted Person to use all Services consumed on or for the Premises efficiently and in a manner that minimises waste;

(ii) comply with and cause each Permitted Person to comply with all reasonable requests made by the Sublessor in relation to the energy and water efficiency of the Building and to maintain the NABERS rating of the Building;

(iii) assist the Sublessor in its initiatives to reduce energy and water consumption and waste by using the Services, the Building and the Premises in an efficient manner;

(iv) use the Premises in a manner which complies with the sustainability criteria for the Premises as specified by the Sublessor from time to time;

(v) ensure that its fitout design and equipment selection minimises energy and water consumption in the Premises;

(vi) not do or omit to do anything which has, or may have a detrimental effect on the NABERS rating or the energy efficiency or water efficiency of the Premises or permit another person from doing so;

(vii) not restrict or impede the Sublessor from carrying out any works required to be conducted to maintain the NABERS rating or general energy efficiency or water efficiency of the Building and must not make any Claims as a result of the Sublessor carrying out such works, even if the works affect the Sublessee's use or enjoyment of the Premises; and

(viii) provide the Sublessor with any information that the Sublessor requires in order to obtain an annual NABERS rating for the Premises and an annual BEEC and to comply with the Sublessor's obligations under the *Building Energy Efficiency Disclosure Act 2010* (Cth).

7.12 Security threats

The Sublessee must, use its reasonable endeavours to:

(a) promptly notify the Sublessor or the Manager if the Sublessee or a Permitted Person receives any threat or demand which relates to the Premises, or to the safety of any person or property within the Premises;

(b) be familiar with and comply with, and ensure each Permitted Person is familiar with and complies with the Sublessor's emergency evacuation procedures (if any), including any requirement for people at the Premises to participate in emergency evacuation procedures and drills;

(c) obey and cause each Permitted Person to obey any reasonable direction given by the Sublessor or the Manager relating to the control of people within the Premises and the evacuation or closure of any part of the Premises, following the giving to any person of a threat or demand of the kind referred to in this clause, or in the event of any fire earthquake or other emergency and for practice exercises of any emergency; and

(d) if any civil defence, fire or evacuation drill is conducted in the Premises at any time, co-operate fully in the planning and control of and participation in them and to supply the Sublessor with the names of the people responsible for carrying out all duties of civil defence planner and fire officer or warden in relation to the Premises and the person responsible on each floor level as applicable.

7.13 Security

The Sublessee must:

(a) use its best endeavours to protect and keep safe the Premises and any property in the Premises from theft or robbery and keep all doors windows and other openings closed and securely fastened when the Premises are not open for business; and

(b) return to the Sublessor on Termination all Access Cards and not permit the Access Cards to come into the possession of any person other than the Sublessee or its authorised office holders, employees or agents.

7.14 Occupational Safety and Health

(a) From the earlier of the Commencement Date and the date on which the Sublessee takes possession of the Premises, the Sublessee 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 Sublessee's use of them.

(b) The Sublessee 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 Sublessee's use of the Premises, including any Permitted Person; and

(iii) assist the Sublessor to comply with its obligations under OSH Legislation (if any).

(c) The Sublessee must immediately notify the Sublessor of any Hazard which requires remediation by the Sublessor.

(d) The Sublessor may direct the Sublessee to take any action or refrain from taking any action, on the grounds of workplace health and safety.

(e) If an OSH Incident occurs, the Sublessee must:

(i) immediately notify the Sublessor of the OSH Incident;

(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) if requested by the Sublessor:

A. conduct an investigation into the OSH Incident for the purpose of answering the Sublessor's questions regarding the OSH Incident; and

B. provide to the Sublessor the Sublessee's written report expressly answering the Sublessor's questions and recording all methods employed by the Sublessee to obtain those answers;

(v) if requested by the Sublessor, provide all information, materials and samples relating to the OSH Incident to the Sublessor;

(vi) allow the Sublessor access to the Premises to conduct its own investigation into the OSH Incident, including access to the Sublessee's plant, equipment, goods and records;

(vii) cooperate with the Sublessor and the Headlessor in relation to the OSH Incident and any resulting investigations or inspections conducted by any Authority;

(viii) not disclose to any third party, so far as the Law permits, any information, documentation, reports or material that is owned or was created by:

A. the Sublessor, unless expressly authorised by the Sublessor in writing to do so;

B. the Headlessor, unless expressly authorised by the Headlessor in writing to do so; and

(ix) comply with any lawful and reasonable directions given by the Sublessor as a result of the OSH Incident.

7.15 Environmental Obligations

The Sublessee:

(a) must not cause or permit the release from or onto the Premises any pollutant, Contamination or Hazardous Material;

(a) must comply, permit the Sublessor to itself comply and ensure that all the Permitted Persons comply with all Environmental Laws which are applicable to the Premises, the Sublessee or to the Sublessee's use and occupation of the Premises;

(b) must give notice to the Sublessor on each occasion when the Sublessee becomes aware that a breach of an Environmental Law has occurred in respect of the Premises;

(c) must notify the Sublessor immediately if the Sublessee becomes aware of an event, occurrence or condition which obliges the Sublessee to notify an Authority that harm to the environment or any life form has or may have occurred;

(d) must, at the Sublessee's cost, decontaminate by appropriate treatment, removal or otherwise any pollution, Contamination or Hazardous Materials introduced, caused or permitted to occur by the Sublessee 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;

(e) if requested by the Sublessor, comply with the Sublessor's environmental management system or environmental management plan for the Premises;

(f) provide to the Sublessor on demand a report on:

(i) the effect of any Environmental Law to the Premises;

(ii) any conduct or activity on the Premises; and

(iii) the presence of any pollution, Contamination or Hazardous Materials on the Premises,

within a reasonable time after receipt by the Sublessee of that request; and

(g) indemnifies the Sublessor, the Headlessor and the Minister for Lands in respect of all loss, cost, damage, expense and liability suffered by the Sublessor, the Headlessor or Minister for Lands (as applicable) in relation to a breach by the Sublessee of this clause 14.

8. Additional agreements by Sublessee

8.1 No encumbrances

The Sublessee must obtain the prior written consent of the Sublessor and the Minister for Lands before it mortgages, charges, encumbers or grants any Security Interest in the Sublessee's interest in this Football Sublease, the Premises or the Sublessor's Assets.

8.2 No absolute caveat

(a) The Sublessee must not lodge an absolute caveat over the Land to protect the interest of the Sublessee under this Football Sublease, but if any absolute caveat is lodged, then clause 21.15 of this Football Sublease shall apply.

(b) The provisions of this clause do not prevent the Sublessee lodging a caveat expressed to be subject to claim. The Sublessee must at its cost withdraw any caveat on Termination.

(c) The Sublessee must withdraw any caveat lodged by it over the Land within 14 days after any request in writing from the Sublessor, for the purposes of permitting any dealing with the Land or any part of it by the Sublessor not adversely affecting the estate or interest of the Sublessee in the Land subject to:

(i) if the Sublessor's dealing includes the lodgement of a new mortgage over the Land, or any part of it including the Premises, the new mortgagee must first consent in writing to this Football Sublease (which consent may be given subject to reasonable conditions); and

(ii) the Sublessor paying the reasonable costs of preparation of the withdrawal, the preparation of a fresh caveat in protection of the Sublessee's interests under this Football Sublease and the registration fees payable to Landgate with respect to the lodgement of the withdrawal and the fresh caveat.

8.3 Registration of Football Sublease and mortgagee consent

(a) If the Headlessor requires this Football Sublease to be registered at Landgate:

(i) the Sublessor must seek consent to this Football Sublease from each mortgagee of the Land (which consent may be given subject to reasonable conditions);

(ii) the Sublessee 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

(iii) the Parties must do all other things reasonably necessary to facilitate the registration of this Football Sublease.

(b) On or before Termination, the Sublessee must provide the Sublessor with a surrender of this Football Sublease, in registrable form and properly executed by the Sublessee but, if the Sublessee fails to provide the surrender to the Sublessor then clause 21.15 of this Football Sublease shall apply.

(c) For the avoidance of doubt, the Sublessor may elect to register the Football Sublease at any time during the Term or any Further Term (if exercised) and the Sublessee must comply with this clause 8.3 as and when required by the Sublessor.

8.4 Pass on notices

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

8.5 Permit intending tenants etc. to inspect

The Sublessee must permit the Sublessor and its servants and agents at all reasonable times to enter the Premises with, and exhibit the Premises to prospective subtenants or licensees and allow the Sublessor to affix and exhibit where the Sublessor thinks fit any usual "for sale" notice or sign (with the name and address of the Sublessor or its agent on it), and within the period of 6 months immediately preceding Termination, allow the Sublessor to affix and exhibit where the Sublessor thinks fit any usual "to let" notice or sign (with the name and address of the Sublessor or its agent on it).

8.6 Community usage of certain facilities within the Premises

(a) The Sublessee must make the Boardroom, Coaches' Boxes and the Changerooms available to Community Sporting Groups (meaning individuals, incorporated association and companies who operate a not for profit or business enterprise which has sport as a primary objective) from the general

public that the Sublessee approves (acting reasonably) at those times when the Boardroom, Coaches' Boxes and Changerooms are not required by the Sublessee and on the terms set out in clause 8.6(b).

(b) The Parties acknowledge and agree that:

(i) the Sublessee must maintain a booking system for the Changerooms, Coaches' Boxes and the Boardroom that:

A. shows the dates and times when the Boardroom, Coaches' Boxes and the Changerooms are not required by the Sublessee; and

B. is available and accessible to individuals and groups from the general public (provided that the Sublessee is only required to take bookings from those individuals and groups that the Sublessee (acting reasonably) has approved);

(ii) the Sublessee must make the Boardroom available for use by Community Sporting Groups free of charge;

(iii) community access to the Changerooms may vary depending on the match day, training and rehabilitation requirements of the Sublessee (with the requirements of the Sublessee taking priority over such community access);

(iv) community access to the Coaches' Boxes may vary depending on the match day and training requirements of the Sublessee (with the requirements of the Sublessee taking priority over such community access);

(v) the Sublessee may charge a fee for the use of the Changerooms to each individual or group who books the Changerooms through the online booking system provided that such fee must only be on a cost recovery basis (being the cost incurred by the Sublessee in cleaning the Changerooms after its use by the individual or group); and

9. the Sublessee may charge a fee for the use of the Coaches' Boxes to each individual or group who books the Coaches' Boxes through the online booking system provided that such fee must only be on a cost recovery basis (being the cost incurred by the Sublessee in cleaning the Coaches' Box after its use by the individual or group).End of Football Sublease obligations

(a) The Sublessee must at Termination:

(i) yield and deliver up possession of the Premises to the Sublessor;

(ii) surrender all Access Cards to the Sublessor at its address for notice under this Football Sublease; and

(iii) inform the Sublessor of all combinations of any locks, safes and vaults in the Premises.

(b) The Sublessee must before Termination at the Sublessee's cost:

(i) ensure that all of the Sublessee's property has been removed from the Premises; and

(ii) leave the Premises in a tidy condition.

(c) The Sublessee acknowledges and agrees that any fittings, fixtures or plant and equipment left in the Premises by the Sublessee as at the date of Termination may be treated by the Sublessor as abandoned property, in which case it becomes the property of the Sublessor and the Sublessor (subject to the prior written consent of the Headlessor) may deal with it in any way as it sees fit.

10. Sublessor's agreements, reservations and rights

10.1 Quiet enjoyment

Provided the Sublessee duly performs and observes the Sublessee's Obligations and subject to the Sublessor's rights in this clause 10, the Sublessee may peaceably and quietly hold and enjoy the Premises during the Term, without any interruption by the Sublessor or any person claiming through, under or in trust for the Sublessor.

10.2 Right to grant other subleases licences etc

Subject to clause 10.1, the Sublessor reserves the right to grant other subleases or licences on land adjacent to the Premises, and the grant of any sublease or licence may be made without compensation to the Sublessee, and without affecting the liability of the Sublessee to perform, observe and comply with the Sublessee's Obligations.

10.3 Emergency management

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

(a) the Headlessor will have unfettered access to, and use of, the Premises if required by the Headlessor and

(b) the Headlessor will take reasonable endeavours to ensure that it gives notice to the Sublessee as soon as practicable after it determines its need to use the Premises in connection with the emergency or natural disaster.

11. No assignment or underletting

11.1 Sublessee not to assign etc.

The Sublessee must not at any time during the Term assign or part with possession of, or underlet, or grant any licence affecting, or mortgage or charge, its interest in the Premises or this Football Sublease.

11.2 Property Law Act

The provisions of sections 80 and 82 of the *Property Law Act* 1969 (WA) do not apply to this Football Sublease and are expressly excluded.

12. Default by the Sublessee

12.1 Default provisions

There is an Event of Default if:

(a) any payment payable under this Football Sublease remains unpaid after becoming due, and this default continues after the expiration of 14 days after the Sublessor has given the Sublessee a written notice requiring the Sublessee to remedy this default;

(b) there is a breach or non-observance of any other Sublessee's Obligations and the breach or non-performance continues after the expiration of 28 days' written notice to the Sublessee to remedy the breach;

(c) there is a breach or non-observance of any of the Sublessee's obligations as licensee under the Football Licence and the breach or non-performance continues after the expiration of 28 days after the Sublessor (as licensor) has given the Sublessee (as licensee) a written notice requiring the Sublessee (as licensee) to remedy the breach.

(d) the Premises are abandoned, deserted or vacated (other than for the purposes of normal vacation periods) or the Sublessee is dispossessed of the Premises by process of Law; or

(e) any Insolvency Event occurs in respect of the Sublessee,

and in any such case, subject to the provisions of the *Bankruptcy Act 1966* (Cth) and the provisions of the *Corporations Act 2001* (Cth) as it relates to termination for an Insolvency Event and subject to the Headlessor providing its prior written consent to such termination (which consent may be granted or withheld at the Headlessor's sole and absolute discretion), the Sublessor may then at its option re-enter, occupy and resume possession of the Premises or any part of them in the name of the whole and this Football Sublease and the Term will then cease and determine but without releasing the Sublessee 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 Sublessor in respect of any breach of the Sublessee's Obligations.

12.2 Sublessor's right to remedy

(a) The Sublessor may remedy any Event of Default including the payment of any money payable by the Sublessee under this Football Sublease.

(b) If the Sublessor elects to remedy an Event of Default, all debts, costs and expenses incurred by the Sublessor, including legal costs and expenses in remedying an Event of Default, must be paid by the Sublessee to the Sublessor on demand.

12.3 Damage for breach of essential term

(a) The agreements by the Sublessee:

(i) to maintain specified policies of insurance (clauses 5.2 and 5.3);

(ii) to repair any damage or disrepair to the Premises caused by a wilful act or omission of the Sublessee (clause 6.1(c));

(iii) not to make any alterations or additions in the construction or arrangement of the Premises without consent (clause 7.1);

(iv) to not do and to not permit certain activities on the Premises (clause 7.6);

(v) not to use or occupy the Premises for any purpose other than for the Permitted Use (clause 7.10);

(vi) to comply with its environmental obligations (clause 7.15); and

(vii) not without the prior consent in writing of the Sublessor to assign, sub-let or part with possession or occupation of the Premises or any part of them (clause 11.1),

are (subject to clause 12.3(b)) essential terms of this Football Sublease and the breach, non-observance or non-performance of any one or more of those terms is an Event of Default.

(b) The presence of clause 12.3(a) in this Football Sublease does not mean that there are no other essential terms of this Football Sublease.

12.4 Termination of Football Licence

This Football Sublease will terminate automatically on termination of the Football Licence.

13. Damage and destruction

13.1 Destruction of Premises

(a) If a material part or a substantial part of the Premises Wis destroyed or damaged:

(i) to an extent so as to be unfit for occupation or use during the Term; and

(ii) is not re-instated by the Sublessor within 6 months after the destruction or damage occurring,

then, unless within that 6 month period, the Sublessor:

(iii) elects by notice in writing to the Sublessee to reinstate the Premises to its original design as nearly as practicable; and

(iv) commences that re-instatement,

the Sublessor or the Sublessee may (in the case of the Sublessee, only if that damage or destruction is not caused by the Sublessee or a Permitted Person) by notice in writing to the other Party terminate this Football Sublease as from

the date of the giving of that notice without prejudice to the rights of the Sublessor in relation to any previous Event of Default.

(b) For the purposes of this clause the expression "a substantial part of the Premises" means one third or more of the net lettable area of the Premises.

14. Holding over provisions

(a) The Sublessee may remain in occupation of the Premises after the Expiry Date with the agreement of the Sublessor, provided such period of occupation remains less than the term of the Headlease.

(b) If the Sublessee continues to occupy the Premises with the agreement of the Sublessor after the Expiry Date in accordance with clause 14(a), then the Sublessee will be a monthly subtenant on the same terms and conditions (with appropriate changes made) as are contained or implied in this Football Sublease excluding any option for a Further Term.

(c) The monthly tenancy may be terminated by either Party giving the other 1 months' notice in writing. This notice may be given at any time.

15. Sublessor's liability

15.1 Liability for loss

(a) Under no circumstances will the Sublessor be liable to the Sublessee for any loss, damage or injury suffered by the Sublessee as a result of:

(i) the Sublessee's occupation and use of the Premises;

(ii) the enjoyment of the Sublessee's other rights with respect to the Premises;

(iii) any malfunction or breakdown in, or interruption of or to the:

A. water gas or electricity services;

B. air conditioning equipment;

C. Fire Fighting Equipment;

D. lifts, elevators or any appurtenance; or

E. the Sublessor's Property,

contained in the Premises; or

(iv) the breakage, blockage or overflow of any sewer, waste drains, conduits, cables, wires, gutters, down pipes or storm water drains from any cause,

except to the extent both:

(v) caused by any act, neglect, default or omission of the Sublessor, or its agents or employees; and

(vi) that its liability cannot be excluded at Law.

(b) The Sublessor will not be liable to the Sublessee in relation to any loss or damage suffered by the Sublessee in relation to an act, neglect or default of any other subtenant or occupier of the Building or Facility.

15.2 Liability of Sublessor and others

(a) Despite anything in this Football Sublease or any Law to the contrary, before the Sublessor will be liable for any loss or damage the Sublessee suffers by reason of the Sublessor doing or failing to do anything in respect of the Premises, the Sublessee must give the Sublessor a notice specifying the act or omission and the reasonable time for its performance or rectification and the Sublessor must have failed to do so within the time specified in the notice.

(b) The Sublessee 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 Football Sublease.

15.3 Limitation of liability as trustee

The Sublessee acknowledges and agrees that if the Sublessor has entered into this Football Sublease as trustee of a trust and in no other capacity:

(a) the Sublessor will not be personally liable to the Sublessee for any breach of a term contained or implied in this Football Sublease;

(b) if the Sublessor breaches this Football Sublease, the Sublessee is permitted to claim damages from the Sublessor only to the extent that the Sublessor can be reimbursed from the net assets of the trust; and

(c) the officers of the Sublessor will not be personally liable to the Sublessee.

15.4 Sublessor's limitation of liability

The Sublessor's agreements under this Football Sublease will not render the Sublessor personally liable in damages for a breach except in the case of the Sublessor's own act, default or negligence, or an act, default or negligence of an employee, contractor or agent of the Sublessor.

16. Notices

16.1 Form of Notices

A notice, consent, approval, demand or other communication to be given or made under this Football Sublease (unless otherwise provided) must be in writing, in English and signed by or on behalf of, the Party giving or making it.

16.2 Delivery of Notices

(a) A Party must send a notice to the other Party at the address listed in Item 14 of the Reference Schedule.

(b) A Party may vary its address by sending a notice to the other Party.

(c) A Party must use the new address from the time that it receives the notice.

(d) A Party may give notice in any of the following modes:

(i) by email;

(ii) by pre-paid mail; or

(iii) by hand delivery.

16.3 Effect and Delivery

(a) A notice takes effect at the time stated in the notice, but if no time is stated or the time stated is before receipt, then a notice takes effect on receipt.

(b) A hand delivered notice is received:

(i) if hand delivered before 5:00pm on a Business Day, on that Business Day;

(ii) if hand delivered after 5:00pm on a Business Day, on the next following Business Day;

(iii) if hand delivered on a day not being a Business Day, on the next day being a Business Day.

(c) A notice sent by post is received:

(i) 3 days after posting if within Australia; or

(ii) 7 days after posting if posted to or from a place outside Australia.

(d) A notice sent by email is received:

(i) if transmitted before 5:00pm on a Business Day, on that Business Day;

(ii) if transmitted after 5:00pm on a Business Day, on the next following Business Day;

(iii) 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.

(e) A Party may send a notice in more than one way permitted under this deed.

(f) 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.

(g) The Sublessor's solicitor or the Manager may give or serve notice on the Sublessee with the same effect as if it had been given or served by the Sublessor.

17. Extension of term

17.1 Further Term

(a) If the Sublessee:

(i) has duly and punctually paid all money payable by the Sublessor under this Football Sublease during the Term; and

(ii) has duly and punctually observed and performed all of the Sub-Lessee's obligations under this Football Sublease at all times up to the expiration of the Term,

then, provided the Sublessee has first given the Sublessor a written notice of exercise not less than 14 months before the expiration of the Term and the Sublessor wishes to take a new headlease for the "Further Term" (as that term is defined in the Headlease):

(iii) the Sublessor will give the Headlessor a notice to grant the "Further Term" (as that term is defined in the Headlease); and

(iv) if the Headlessor grants the Sublessor the "Further Term" (as that term is defined in the Headlease), the Sublessor must grant the Sublessee, and the Sublessee must accept, a sublease for the Further Term.

(b) If a sublease for the Further Term is granted pursuant to clause 17.1(a), then the new sublease will be on and subject to the same terms and conditions as are contained in or implied by this Football Sublease except for 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.

17.2 Variation to extend term of Headlease

Subject to clause 17.5, if the Headlessor and Sublessor extend the term of the Headlease beyond the "Term" (as that term is defined in the Headlease), then subject to the prior written consent of the Minister for Lands, the Sublessor must extend this Term for the same extended term as the varied Headlease (less one day).

17.3 New sublessor

Subject to clause 17.5, if the Headlessor enters into a new headlease (**New Headlease**) with a third party (**New Sublessor**) in respect of the Premises, then subject to the prior written consent of the Minister for Lands, the Headlessor must cause the New Sublessor to grant a new sublease to the Sublessee for the same term as the New Headlease (less one day) (**New Football Sublease**).

17.4 Tenure where no replacement Headlease entered into

Subject to clause 17.5, if the Headlessor does not enter into a New Headlease in respect of the Premises (with a term to commence immediately after the expiry of the Headlease or New Headlease, as applicable), then subject to the written consent of the Minister for Lands, the Headlessor will grant a new lease (**New Football Lease**) to the Sublessee (as lessee) on the following terms:

(a) the term of the New Football Lease will be equal to 20 years less the cumulative of the term of the Football Sublease and the term of any New Football Sublease (where applicable); and

(b) the term of the New Football Lease will commence on the date immediately following the expiry of the Football Sublease or the New Football Sublease (as applicable).

17.5 Cumulative terms of Sublease

The Sublessee acknowledges and agrees that the Term, the Further Terms and any extended terms or new terms granted under clauses 17.2, 17.3 and 17.4 must not exceed a total cumulative period of 21 years.

18. PPSA

18.1 Headlessor's Assets

(b) The right to use the Headlessor's Assets granted by this Football Sublease creates a Security Interest.

(c) the Security Interest extends to all present and after acquired property arising from the Sublessee's dealing with the Headlessor's Assets.

(d) The Headlessor's Assets are commercial property.

(e) The Headlessor's Assets must not be removed from the Premises.

18.2 Security Interests in relation to Headlessor's Assets

In relation to any Security Interest created under clause 18.1:

(f) the Security Interest may be registered on the register by the Headlessor and the Sublessee agrees to do:

(i) all things necessary and required by the Headlessor to effect that registration of the Security Interest in the best priority possible; and

(ii) anything else the Headlessor requests the Sublessee to do in connection with the PPSA without delay;

(g) the Sublessee waives its right under the PPSA:

(i) to receive a copy of any verification statement, financing change statement, or any notice that the Headlessor intends enforce a Security

Interest granted to the Headlessor or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;

(ii) to object to a proposal by the Headlessor to enforce any Security Interest in satisfaction of any obligation owed by the Sublessee to the Headlessor;

(iii) to receive a statement of account following the sale of any personal property following the enforcement of a Security Interest;

(h) the Parties agree that the Headlessor is not required to respond to a request made under section 275 of the PPSA and the Sublessee must not disclose information of the kind set out in section 275(1) of the PPSA;

(i) The Parties agree that any provision of any additional Headlessor's Assets made by the Headlessor to the Sublessee which is not specifically set out in this Football Sublease is subject to the terms of this Football Sublease;

(j) the enforcement provisions contained in this Football Sublease are in addition to any rights available to the Headlessor under the PPSA and apply to the maximum extent permitted by Law; and

(k) the Parties agrees that the following provisions of the PPSA will not apply and the Sublessee will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor), section 121(4), section 125, 129(2) and (3); section 132, section 142 and section 143.

18.3 Sublessor's Assets

(a) The right to use the Sublessor's Assets granted by this Football Sublease creates a Security Interest.

(b) The Security Interest extends to all present and after acquired property arising from the Sublessee's dealing with the Sublessor's Assets.

(c) The Sublessor's Assets are commercial property.

(d) The Sublessor's Assets must not be removed from the Premises.

18.4 Security Interest in relation to Sublessor's Assets

In relation to any Security Interest created under clause 18.3:

(a) the Security Interest may be registered on the register by the Sublessor and the Sublessee agrees to do:

(i) all things necessary and required by the Sublessor to effect that registration of the Security Interest in the best priority possible; and

(ii) anything else the Sublessor requests the Sublessee to do in connection with the PPSA without delay;

(b) the Sublessee waives its right under the PPSA:

(i) to receive a copy of any verification statement, financing change statement, or any notice that the Sublessor intends enforce a Security Interest granted to the Sublessor or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;

(ii) to object to a proposal by the Sublessor to enforce any Security Interest in satisfaction of any obligation owed by the Sublessee to the Sublessor;

(iii) to receive a statement of account following the sale of any personal property following the enforcement of a Security Interest;

(c) the Parties agree that the Sublessor is not required to respond to a request made under section 275 of the PPSA and the Sublessee must not disclose information of the kind set out in section 275(1) of the PPSA;

(d) The Parties agree that any provision of any additional Sublessor's Assets made by the Sublessor to the Sublessee which is not specifically set out in this Football Sublease is subject to the terms of this Football Sublease;

(e) the enforcement provisions contained in this Football Sublease are in addition to any rights available to the Sublessor under the PPSA and apply to the maximum extent permitted by Law; and

(a) the Parties agrees that the following provisions of the PPSA will not apply and the Sublessee will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor), section 121(4), section 125, 129(2) and (3); section 132, section 142 and section 143

19. Insolvency Event for Sublessor

The Sublessee and Headlessor acknowledge and agree that

(a) if an Insolvency Event occurs in relation to the Sublessor; or

(b) the Headlease is otherwise terminated,

the Headlessor may by Notice to the Sublessee make this Football Sublease a lease of the Premises between the Headlessor as lessor and the Sublessee as lessee on the same terms as this Football Sublease.

20. Dispute Resolution

20.1 Dispute

(a) If a Dispute arises between the Sublessor and the Sublessee then either Party may give the other Party a Dispute Notice and the Parties must discuss the Dispute in good faith and explore resolution of the Dispute. If for any reason the

Parties have not resolved the Dispute within 10 Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause.

(b) Following service of a Dispute Notice and failure to agree a resolution within the 10 Business Day period referred to in clause 20.1, the Parties are to agree the person to be the Mediator within 15 Business Days after the Dispute Notice was given and jointly appoint that person to mediate the Dispute.

(c) If the Parties cannot reach agreement on the person to be appointed as Mediator within 15 Business Days after the issue of the relevant Dispute Notice, then:

(i) either Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the Mediator; and

(ii) the Parties must jointly appoint the person nominated under clause 20.1(c)(i).

(d) If the person nominated or appointed is unavailable or unwilling to act and the Parties are unable to agree to appoint another Mediator within 5 Business Days, then clause 20.1(c) applies.

(e) The mediation will be conducted in accordance with the Law Society of Western Australia Model Mediation Rules.

(f) The Model Mediation Rules are deemed to be incorporated into this clause 20.

(g) The Parties will share equally and will be jointly and severally liable to the Mediator for the Mediator's fees for the mediation, unless otherwise agreed.

20.2 Dispute not resolved through Mediation

(a) If the Dispute cannot be resolved through mediation in a manner that is satisfactory to both Parties within 60 Business Days after the relevant Dispute Notice was given, then:

(i) the Dispute must be referred to the CEO for determination in accordance with this subclause 20.2(a); and

(ii) the CEO may either:

A. make a final determination for the resolution of the Dispute, but only after:

i. giving each Party an opportunity to make written submissions to the CEO;

ii. giving due consideration to any submissions received; and

iii. setting out the reasons for his or her decision in writing; or

B. appoint an Expert to determine the Dispute for determination in accordance with clause 20.3.

(b) The determination of the CEO in clause 20.2(a)(ii)A will be final and binding on the Parties so far as the Law allows except in the case of manifest error (of law or fact) or where a Party has been denied natural justice.

20.3 Expert Determination

(a) The CEO (acting reasonably) will decide:

(i) which type of "Expert" is to be appointed to determine the Dispute; and

(ii) the person to be nominated as that Expert to determine the Dispute.

(b) The Parties must jointly appoint the person nominated by the CEO under clause 20.3(a) to determine the Dispute.

(c) If the person nominated or appointed is unable or unwilling to act, then clause 20.3(a) will apply.

(d) 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 Parties;

(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 20.3.

(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 a 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 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 the Deed.

(i) The Expert's determination:

(i) is final and binding on the Parties;

(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 made 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, unless an agreement or a determination is made under clause 20.3(j)(ii) as to who should pay for such remuneration; and

(ii) unless the Parties specifically otherwise agree, the Expert will determine which Party or Parties will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party or Parties was at fault or unreasonable in failing to agree to the Dispute, and each Party will bear those costs accordingly.

(k) Nothing, while in Dispute, will relieve the Parties from any of their obligations under the Deed.

(l) Unless otherwise ordered by the Expert under clause 20.3(j)(ii), the Expert's costs shall be paid by the Parties in equal shares and each Party shall pay its own legal and other costs of the Dispute.

20.4 Urgent interlocutory relief

Nothing in this clause 20 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.

21. General Provisions

21.1 Moratorium

The application to this Football Sublease 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 Sublessee's Obligations or providing for compensation rights or privileges at the expense of the Sublessor in favour of the Sublessee or any other person, is excluded and denied so far as an exclusion and denial is lawful.

21.2 Governing law

The law of the State governs this Football Sublease.

21.3 Jurisdiction

The Parties submit to the exclusive jurisdiction of the courts of the State, the Federal Circuit Court and the Federal Court of Australia.

21.4 Severance

(a) If a part of this Football Sublease is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that part must be severed and ignored in the interpretation of this Football Sublease.

(b) The remaining parts of this Football Sublease remain in full force and effect.

21.5 Variation

The Parties can vary this Football Sublease only if the variation is in writing and signed by each Party.

21.6 Rights are cumulative

A Party's rights under this Football Sublease are in addition to its rights at Law.

21.7 Survival

(a) The warranties survive the Termination of this Football Sublease.

(b) Each indemnity survives the performance of obligations relating to this Football Sublease and the Termination of this Football Sublease.

(c) To the extent that a Party has not satisfied an obligation or it is a continuing obligation, that obligation survives Termination.

21.8 Consents and approvals

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

21.9 Waiver

(a) A Party granting a waiver of a right relating to this Football Sublease, must give written notice of that waiver to the Party that benefits from the waiver.

(b) A Party's failure, partial failure or delay in exercising a right relating to this Football Sublease is not a waiver of that right.

(c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Football Sublease:

(i) constitutes a waiver of that right; or

(ii) is a defence to its own action or inaction.

(d) No consent or waiver express or implied by the Sublessor or the Manager to or of any Event of Default will be construed as a consent or waiver to or of any other Event of Default.

(e) The Parties may not waive or vary this clause.

21.10 No Agency or Partnership relationship

(a) This Football Sublease does not in any way or for any purpose constitute the Sublessor or the Headlessor being a partner of the Sublessee in the conduct of the Sublessee's business or otherwise, or a joint venturer or a member of a joint enterprise with the Sublessee.

(b) The Sublessee 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 Sublessor or Headlessor or as otherwise able to bind or represent the Sublessor or Headlessor.

(c) The Sublessee is not by virtue of this Football Sublease and is not deemed to be, an employee, partner, or agent of the Sublessor or Headlessor, or have any power or authority to bind or represent the Sublessor or Headlessor.

21.11 Manager

The Sublessor may appoint an employee, officer or agent of the Sublessor to manage the Premises and that Manager may represent the Sublessor in all matters relating to this Football Sublease.

21.12 Entire Agreement

(a) This Football Sublease constitutes the entire agreement between the Parties in relation to the Premises and it supersedes all previous discussions, undertakings and agreements; and anything contained in any brochure, market analysis, report or other document prepared by the Sublessor or Headlessor or any of the Sublessor's or Headlessor's agents or consultants for submission to potential subtenants of the Premises.

(b) The Sublessee has not been induced to enter into this Football Sublease by a statement or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Sublessor or Headlessor and or the Sublessor's or Headlessor's agents or consultants which is not contained in this Football Sublease.

21.13 Further assurance

Each Party at its own expense must do everything necessary to give full effect to this Football Sublease.

21.14 Counterparts

(a) The Parties may execute this Football Sublease in any number of counterparts, which taken together constitute one instrument.

(b) The Parties may exchange counterparts by scanning the entire duly executed counterpart and emailing it to the other Party.

21.15 Power of Attorney

(a) In consideration of the Sublessor granting this Football Sublease to the Sublessee and the Headlessor consenting to the Football Sublease, the Sublessee irrevocably appoints the Manager, the Minister for Lands, the CEO and each and every duly appointed delegate of the Minister for Lands and or the CEO (**Delegate**) jointly and severally, the agents and attorney of the Sublessee to:

(i) sign and lodge a withdrawal of any absolute caveat lodged by the Sublessee in breach of clause 8.2(a);

(ii) sign and register a surrender of this Football Sublease after Termination;

(iii) do all things required to register this Football Sublease or lodge a caveat in relation to this Football Sublease;

(iv) do all things necessary under the PPSA in relation to any Security interest referred to in this Football Sublease; and

(v) execute any document on behalf of the Sublessee that is required to effect any subordination under clause 21.20(a),

the cost of which is to be paid by the Sublessee 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 clause 21.15(a) is:

(i) entitled to rely on that person's execution of a document as conclusive evidence that:

A. the person is the Manager, CEO, 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.

21.16 Certificate to be Prima Facie Evidence

A certificate signed by or on behalf of the Sublessor will be prima facie evidence of the facts stated in that certificate as to any matter or thing arising under this Football Sublease.

21.17 Western Australian Planning Commission Consent

This Football Sublease 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).

21.18 Section 18 Consent

(a) This Football Sublease 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 Football Sublease by the Minister for Lands under this Football Sublease 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 Football Sublease.

(c) Nothing in this Football Sublease will operate to relieve the Sublessee'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 Sublessee must comply with the terms of the Minister for Lands' consent.

21.19 Commercial Building Disclosure

(a) If the Sublessor provided the Sublessee with a copy of a BEEC in relation to the Building before the Sublessee entered into this Football Sublease, the Sublessee acknowledges and agrees that:

(i) the Sublessee has relied entirely on its own enquiries as to whether the BEEC is Current and Valid and whether the information contained in the BEEC is accurate;

(ii) the Sublessee must not make any Claim under or in connection with the *Building Energy Efficiency Disclosure Act 2010* (Cth) or the BEEC; and

(iii) the Sublessor registered the BEEC before making any offer to, or inviting any offer from, the Sublessee in respect of this Football Sublease.

(b) In clause 21.20(a), the terms *Current* and *Valid* have the meaning given to them under the *Building Energy Efficiency Disclosure Act 2010* (Cth).

21.20 Subordination

(a) The Sublessee agrees to subordinate this Football Sublease to any mortgage of the Sublessor's leasehold interest in the Land, to give the Sublessor's mortgage priority over this Football Sublease whether under the *Transfer of Land Act 1893* (WA) or otherwise if requested to do so by the Sublessor at any time during the Term.

(b) The Sublessee must execute and deliver to the Sublessor (without cost to the Sublessee) on request by the Sublessor, any document (including withdrawals of caveat) as are required to effect any subordination under clause 21.20(a), within 10 Business Days after receipt from the Sublessor.

(c) If the Sublessee fails to comply with clause 21.20(a), the Sublessee, in consideration of the Sublessor granting this Football Sublease to the Sublessee, irrevocably appoints the Sublessor and each of its directors and officers jointly and severally as the agents and attorney of the Sublessee to execute any document on behalf of the Sublessee that is required to effect any subordination under clause 21.20(a).

(d) The Sublessee will not be required to effect any subordination of this Football Sublease under this clause, unless the mortgagee first agrees in writing that, so long as the Sublessee is not in default under this Football Sublease:

(i) the Football Sublease will not be terminated or modified (except as provided in this Football Sublease);

(ii) the rights of the Sublessee under this Football Sublease will not be terminated or modified (except as provided in this Football Sublease); and

(iii) the Sublessee's possession of the Premises will not be disturbed or interfered with by any sale or Claim under that mortgage.

21.21 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 sections 92, 94 and 95 of the *Transfer of Land Act 1893* (WA) are excluded from, and do not apply to this Football Sublease.

(b) The use in this Football Sublease 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.

21.22 Indemnities

(a) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Football Sublease.

(b) Each indemnity given under this Football Sublease:

(i) is separate and independent from any other obligation of the Party giving it; and

(ii) is absolute, irrevocable, unconditional and payable on demand.

(c) Each indemnity survives the termination of this Football Sublease.

EXECUTED by the Parties to this Football Sublease as a deed on the date specified on page 1.

Executed as a Deed for and on behalf of the **TOWN OF EAST FREMANTLE** by persons duly authorised to do so under section 9.49A(4) of the *Local Government Act* 1995 (WA).

.....	.....
(Signed)	(Signed)
.....	.....
(Position)	(Position)
.....	.....
(Print Full Name)	(Print Full Name)

Executed by
Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust
pursuant to s127 of the *Corporations Act 2001* (Cth)

Director Signature	Director / Secretary Signature

Director Name (Please Print)	Director / Secretary Name (Please Print)
The common seal of **East Fremantle Football Club Inc.** was hereunto affixed to this deed pursuant to the constitution of East Fremantle Football 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 East Fremantle Football Club Inc. indicated under his or her name:)))	
Office Holder Sign	Office Holder Sign
Full Name (please print)	Full Name (please print)
Address	Address
Office Held	Office Held

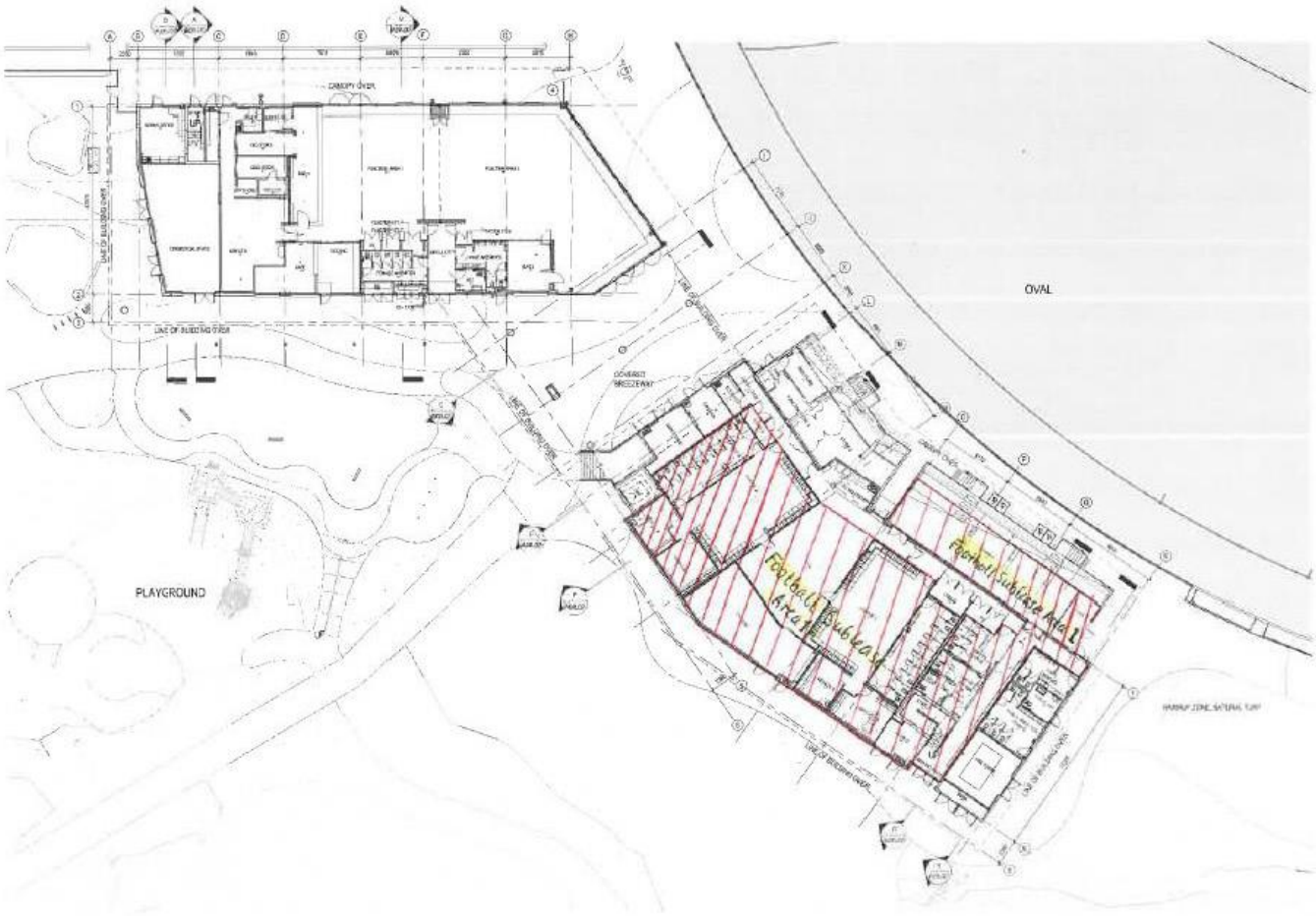
MINISTER'S CONSENT

THE MINISTER FOR LANDS hereby consents to the within sublease pursuant to section 18 of the Land Administration Act 1997.

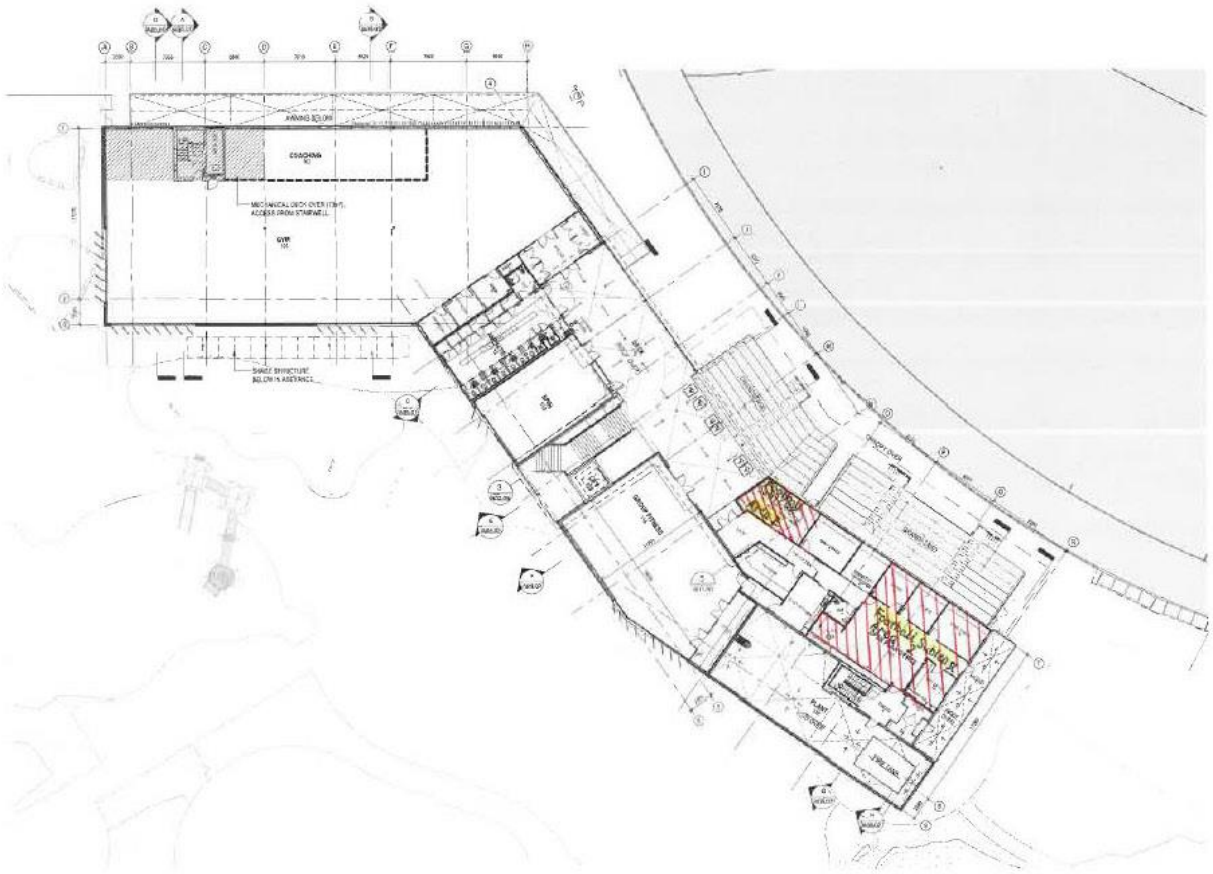
Dated this **day of** **20**

Annexure A

Premises Plan



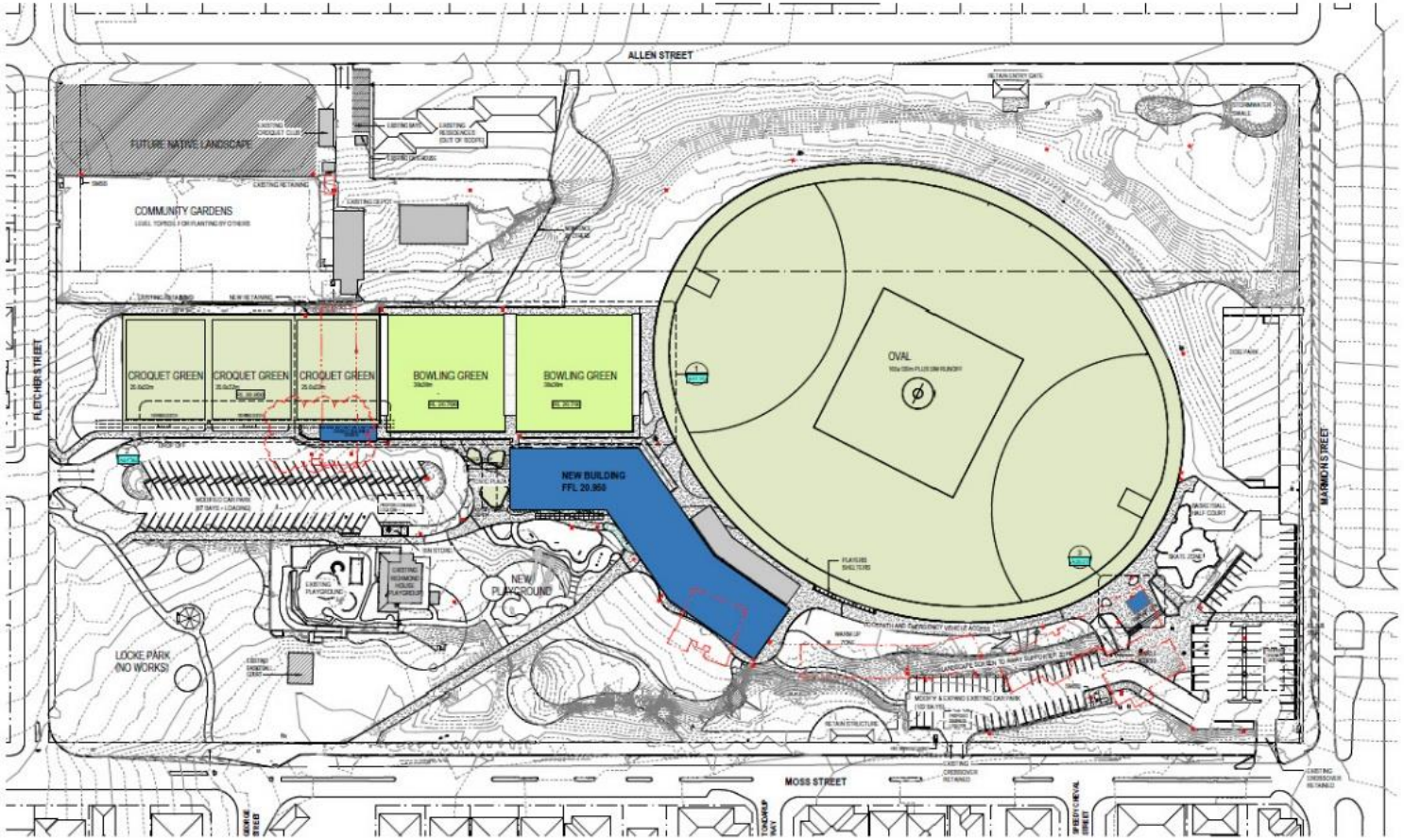
GROUND FLOOR GENERAL ARRANGEMENT - OVERALL
1:200



FIRST FLOOR GENERAL ARRANGEMENT - OVERALL

Annexure B

Facility Plan


ALLEN STREET
FUTURE NATIVE LANDSCAPE
COMMUNITY GARDENS
CROQUET GREEN
CROQUET GREEN
CROQUET GREEN
BOWLING GREEN
BOWLING GREEN
OVAL
NEW BUILDING
FFL 20.950
NEW PLAYGROUND
LOCKE PARK
(NO WORKS)
FLETCHER STREET
MARMION STREET
MOSS STREET

ATTESTATION SHEET PAGE

Dated this day of 2024

SUB-LESSOR/S SIGN HERE (Note 10)

Executed by
Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463)
pursuant to s127 of the *Corporations Act 2001* (Cth)

Director Signature

Director / Secretary Signature

Director Name (Please Print)

Director / Secretary Name (Please Print)

SUB-LESSEE/S SIGN HERE (Note 10)

The common seal of **East Fremantle Football Club Inc.** was hereunto affixed to this deed pursuant to the constitution of East Fremantle Football 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 East Fremantle Football Club Inc. indicated under his or her name

Office Holder Signature

Office Holder Signature

Officer Holder Full Name (Please Print)

Office Holder Name (Please Print)

Address

Address

Office Held

Office Held

LHB 3449-1628-0869_1

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Lease to be produced.

NOTES

1. **DESCRIPTION OF LAND**

   Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.

   Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated. If part, define by recital and/or sketch.

   The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**

   In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being sub-leased recorded against the lease:
   (a) on the crown land title
   (i) In the Second Schedule; or
   (ii) If no Second Schedule, that are encumbrances,
   (Unless to be removed by action or document before registration hereof)
   AND
   (b) on the lease, that are encumbrances not recorded on the crown land title

   Do not show any:
   (a) Easement Benefits or Restrictive/Covenant Benefits; or
   (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. If a mortgage is shown, do not show any partial discharges or any document affecting either). The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number.

   If none show "nil".
3. **SUB-LESSOR**
   State the full name of the Sub-Lessor/Sub-Lessors (Lessee as shown in Lease) and the address/addresses to which future notices can be sent.
4. **SUB-LESSEE**
   State full name of the Sub-Lessee/Sub-Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**
   Term of Sub-Lease must be less than Head Lease.
   Term to be stated in years, months and days or as the case may be and commencement day of Sub-Lease to be shown.
6. State whole or part of land in Head Lease.
7. State amount of yearly rental in words.
8. State term of payment.
9. Insert any Covenants required.
10. **SUB-LESSOR/SUB-LESSEE EXECUTION**
    A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

SUB-LEASE (SL)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY	JACKSON McDONALD
ADDRESS	225 St Georges Terrace PERTH WA 6000
Ref:	
Phone:	+61 8 9426 6611
Fax:	+61 8 9321 2002

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
4. _____
5. _____
6. _____ Receiving Clerk

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

LHB 3449-1628-0869_1

JACKSON McDONALD
MULTI-SECTOR LAW

Licence Agreement

East Fremantle Oval Precinct – Multipurpose Building and Oval

Town of East Fremantle
(ABN 80 052 365 032)

Town

and

Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust

Licensor

and

East Fremantle Football Club Inc.
(ABN 68 020 160 814)

Licensee

Jackson McDonald
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact: Lance Hilton-Barber
Reference: LHB:7172813

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Football Licence Agreement

Date 2024

Parties

Town of East Fremantle (ABN 61 054 006 131)	of 135 Canning Highway, East Fremantle, Western Australia
(Town)	
Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust	of Level 4, 102 Albert Road, South Melbourne, Victoria
(Licensor)	
East Fremantle Football Club Inc. (ABN 68 020 160 814)	of 44 Moss Street, East Fremantle, Western Australia
(Licensee)	

Recitals

A. The Town has the care control and management of the Land subject to the conditions of a management order.

B. The Licensor has exclusive possession of the EFCP pursuant to the Lease and is the operator of the EFCP.

C. The Licensor has agreed to grant a licence of the Football Licence Area to the Licensee on the terms and conditions of this Football Licence.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Accountant means a person who is:

(a) qualified as an accountant in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Institute of Chartered Accountants of Australia (Western Australia Branch); and

(d) has not less than 15 years' experience as an accountant, with at least 5 years being in Australia.

Actual Surplus means the revenue collected by the Licensor from the operation of the EFCP in a completed Licence Year exceeded the Licensor's expenditure on the management and operation of the EFCP (excluding the Sinking Fund Contribution) in the same period.

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

Adjusted Surplus means the revenue collected by the Licensor from the operation of the EFCP in a completed Licence Year exceeded the Operator's expenditure on the management and operation of the EFCP in the same period (after deduction of the applicable Sinking Fund Contribution) in the same period.

Allocation Period means the period commencing on 1 October and ending on 30 November in each calendar year during the Term.

Annexure means an annexure to this Football Licence.

Annual NR Gross Revenue means the total annual revenue received from the Naming Rights Partner under the agreement or arrangement for the naming of the Naming Rights Area in a Licence Year (before deduction of the applicable Annual NR Expenses).

Annual NR Net Revenue means the total annual revenue remaining after deducting the Annual NR Expenses from the Annual NR Gross Revenue in a Licence Year.

Annual NR Expenses means all costs and expenses incurred by the Licensee under the agreement or arrangement for the Naming Rights Area in a Licence Year, provided that the total of such costs and expenses in any Licence Year must not exceed and will be capped at 20% of the Annual NR Gross Revenue in that Licence Year.

Appropriate Authority means any Authority which assesses or imposes rates, taxes or other impositions in relation to the Land and any Authority which provides or supplies all other Services.

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

Architect means a person who is:

(a) qualified as an architect in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Institute of Architects (Western Australia Branch); and

(d) has not less than 5 years' experience in designing buildings and facilities similar to those buildings and facilities to be constructed as part of the EFCP.

Authority means any government, statutory, public or other authority or body having jurisdiction over the Football Licence Area or any matter or thing relating to it.

Bowling Greens means the two synthetic turf bowling greens within the EFCP and identified as "Bowling Greens" on the EFCP Plan

Building means the two storey multipurpose building situated within the EFCP and identified as the "New Building" on the EFCP Plan and includes all of the Town's Property and all the Licensor's Property and all of the EFCP Services in the Building.

Building Football Licence Area means that part of the Building described in **Item 2**.

Building Football Licence Area 1 means that part of the Building as is shown shaded blue on the Ground Floor of the Building Plan.

Building Football Licence Area 2 means that part of the Building as is shown shaded blue on the First Floor of the Building Plan.

Building Plan means the plan of the Building annexed as Annexure C.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks are generally open for business in the State.

CEO means the Chief Executive Officer of the Town.

Claims includes but is not limited to claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination thereof.

Commencement Date means the date specified in **Item 3**.

Community Use means any community event, program or activity including sporting events and activities, sporting competitions, sporting carnivals, fetes, fairs, festivals, markets, parades, carnivals, educational activities, charitable events (including charity matches), recreational activities, civic activities, personal training, that is organised by the Licensor or the Town or authorised by the Licensor (in consultation with the Town) and includes any passive recreational and leisure activities by the public at large.

Contamination has the meaning as that term is defined in the *Contaminated Sites Act* 2003 (WA).

Croquet Courts means the three croquet courts situated within the EFCP and identified as "croquet greens" on the EFCP Plan.

Deck means the covered balcony area of the First Floor of the Building being that part of the Building shaded blue and identified as the "Deck" on the First Floor of the Building Plan.

Dispute means any dispute arising out of this Football Licence.

Dispute Notice means a notice identifying the particulars of the Dispute.

EFBC means East Fremantle Bowls Club and where the context permits, the expression includes the members, office bearers, staff and invitees of EFBC.

EFBC Club Members means those members of EFBC who are holders of current membership cards.

EFBC Event means an event initiated, organised and run by EFBC that involves the exclusive or priority use of the Function Room and Food and Beverage Facilities pursuant to the Precinct Partners Priority Usage Policy but expressly excludes the hire and use of these facilities by third parties (including any third parties who are EFBC Club Members).

EFCC means East Fremantle Croquet Club and where the context permits, the expression includes the members, office bearers, staff and invitees of EFCC.

EFCC Club Members means those members of EFCC who are holders of current membership cards.

EFCC Event means an event initiated, organised and run by EFCC that involves the exclusive or priority use of the Function Room and Food and Beverage Facilities pursuant to the Precinct Partners Priority Usage Policy but expressly excludes the hire and use of these facilities by third parties (including any third parties who are EFCC Club Members).

EFCP means the East Fremantle Community Park constructed on that part of the Land bounded by Moss Street, Marmion Street and Allen Street (but excluding the Excluded Area) and includes the Building, the EFCP Services, the EFCP Facilities, courts, playgrounds, car parks and all other buildings and improvements constructed on that part of the Land.

EFCP Facilities means the following facilities situated within the EFCP:

(a) the Oval;

(b) spectator seating around the Oval;

(c) the Function Room;

(d) the Food and Beverage Facilities;

(e) the Croquet Courts;

(f) the Bowling Greens;

(g) the Health Club;

(h) the community meeting rooms situated within the Building;

(i) the commercial facilities situated within the Building

(j) the SGCC;

(k) the playground;

(l) the community garden;

(m) the skate zone and basketball area;

(n) the car parking areas;

(o) landscaping; and

(p) the public recreation areas.

EFCP Lease means the lease of the EFCP between the Town as lessor and the Licensor as lessee dated _____March 2024.

EFCP Plan means the plan annexed as Annexure B.

EFCP Premises means that part of the Land that is the subject of the EFCP Lease.

EFCP Services means all services supplied to or in the EFCP (including all services supplied to the Building and any other buildings or improvements in the EFCP) including gas, water, drainage, fresh air, exhaust systems, electricity, sprinkler systems, heating, lighting, lift services, electrical services, electrical power supply, hydraulic services, mechanical services, the air conditioning system, telecommunication services and data transmission services and includes the Licensor's Property and the Town's Property.

EFFC Club Members means those members of the Licensee who are holders of current membership cards.

EFFC Discretionary Dividend means the discretionary dividend payable to the Licensee under clause 7 which as at the Commencement Date, will be calculated in accordance with the formula specified in **Item 13**.

EFFC Event means an EFFC Special Event and the use of the Function Room and Food and Beverage Facilities by the Licensee on a WAFL Match Day.

EFFC F&B Payment means the quarterly payment to the Licensee under clause 6 in recognition of the total food and beverage sales generated through activities initiated by the Licensee and from revenue and purchases made by EFFC Event and EFFC Club Members for each Quarter in accordance with the applicable formula specified in **Item 12**.

EFFC Special Events means any function or event initiated, organised and run by the Licensee on a day other than a WAFL Match Day that involves the exclusive or priority use of the Function Room and Food and Beverage Facilities pursuant to the Precinct Partners Priority Usage Policy, including:

(a) club fundraising events and charity events;

(b) season launches;

(c) club best and fairest presentation nights;

(d) player presentations;

(e) premiership reunions;

(f) hall of fame events; and

(g) annual and special general meetings,

and, for the first calendar year of the Term, comprises the special events listed in Schedule 4 (but expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFFC Club Members).

End of Year Financial Reconciliation means a financial reconciliation of the financial performance of the EFCP for a Licence Year as agreed by the Town and the Licensor (or failing such agreement, as determined by an independent expert).

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

Environmental Harm has the meaning as that term is defined in the *Environmental Protection Act* 1986 (WA).

Event of Default means each of the events described in clause 18.1 in paragraphs (a) to (e).

Excluded Area means that part of the Land comprising:

(a) the Town of East Fremantle Works Depot; and

(b) the existing residential properties situated on Allen Street,

being the area excluded from the EFCP Premises.

Expert means:

(a) an Accountant;

(b) an Architect;

(c) a Legal Practitioner;

(d) a Quantity Surveyor;

(e) a Valuer;

(f) any other person with suitable qualifications and experience appropriate to determine the Dispute,

appointed under clause 20.3 to determine the Dispute.

Expiry Date means the expiry date of this Football Licence being the date specified in **Item 5**.

Extended Hours of Use means the extended hours in which the Licensee or a Permitted Person is permitted to use the Function Room for the purpose of cleaning

and clearing the Function Room after it has been used on a WAFL Match Day or EFFC Special Event, being the hours specified in **Item 7**.

F&B Operating Surplus means for each Quarter completed the total gross revenue generated in that period by sales from the Food and Beverage Facilities through EFFC Events and from purchases made by EFFC Club Members exceeds the Licensor's expenditure on the operation of the Food and Beverage Facilities for EFFC Events and on purchases made by EFFC Club Members for the same period.

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

Food and Beverage Facilities means the food and beverage facilities situated within the ground floor of the Building comprising the café, bars and kitchen and identified as the "Café", "Kitchen", "Bar 1" and "Bar 2" on the Ground Floor of the Building Plan and includes any other facility at the Building and/or the EFCP Facilities for the sale of food and beverages approved by the Licensor.

Football Licence means this deed as amended, varied or supplemented from time to time including any Schedules or Annexures.

Football Licence Area means:

(c) the Building Football Licence Area; and

(d) the Oval.

Football Sublease means the sublease of parts of the ground floor and first floor of the Building between the Licensor as sublessor and the Licensee as sublessee executed contemporaneously with this Football Licence.

Function Room means that part of the Building used as a multipurpose function room and more particularly being the area shaded blue and identified as "Function Area 1" and "Function Area 2" on Ground Floor of the Building Plan.

Further Term means the further term or terms (if any) specified in **Item 11**.

Grandstand means that part of the Building used for spectator seating being that part of the Building:

(a) shaded blue and identified as the "Grandstand" on the First Floor of the Building Plan; and

(b) comprising the ground level seating and concourse area adjoining the "Grandstand" and shaded blue on the Ground Floor Building Plan.

Group Fitness Room means that part of the Building used as a multipurpose group fitness room on the First Floor of the Building and more particularly identified as "Group Fitness" on the First Floor of the Building Plan.

Hazard means any thing occurring on or emanating from the Football Licence Area that may result in injury to a person or harm to the health of a person.

Hazardous Materials 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.

Health Club means that part of the Building used as a gymnasium, weights room, aerobics rooms and fitness rooms on the First Floor of the Building and more particularly identified as the "Gym", "Appraisal 1", "Appraisal 2", "Amenities", "Spin" and "Group Fitness" areas on the First Floor of the Building Plan.

Hours of Use mean the hours between which the Licensee is permitted to use the Function Room on WAFL Match Days and EFFC Special Events, being the hours specified in **Item 6**.

including means "including, but not limited to".

Insolvency Event means the happening of any of these events:

(a) in the case of an incorporated body:

(i) an application is made to a court for an order or an order is made that the incorporated body be wound up; or

(ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that incorporated body or one of them is appointed, whether or not under an order; or

(iii) except to reconstruct or amalgamate while solvent on terms approved by the Town, the incorporated body 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; or

(iv) the incorporated body resolves to wind itself up, or otherwise dissolves itself, or gives notice of its intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved; or

(v) the incorporated body is or states that it is unable to pay its debts when they fall due; or

(vi) as a result of the operation of section 459F(1) of the *Corporations Act* 2001 (Cth), it is taken to have failed to comply with a statutory demand; or

(vii) it is or makes a statement from which it may be reasonable deducted by a reasonable person that it is, the subject of an event described in section 459(2)(b) or section 585 of the *Corporations Act* 2001 (Cth); or

(viii) the incorporated body takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to the incorporated body;

(ix) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act* 2001 (Cth) or action is taken which would result in that event;

(x) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

(b) in the case of an individual:

(i) 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;

(ii) the individual commits an "act of bankruptcy" as that term is defined in the *Bankruptcy Act* 1966 (Cth); or

(iii) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Insurance Premiums means the premiums for all insurances effected by the Licensor or the Town (as applicable) for the Insurable Risks.

Insurable Risks means any one or more of the risk of:

(a) loss or damage to all or any part of the Football Licence Area or the EFCP from all insurable causes;

(b) breakdown of plant and machinery;

(c) sprinkler leakage and water damage;

(d) an event covered by the Licensor's public liability insurance;

(e) an event covered by the Town's public liability insurance;

(f) liability under workers compensation Claims or statutory liability in relation to the Licensor's employees employed in relation to the Football Licence Area or the EFCP;

(g) liability under workers compensation Claims or statutory liability in relation to the Town's employed in relation to the Football Licence Area or the EFCP; and

(h) any other risk related to the Town's interest or the Licensor's interest in the Football Licence Area or the EFCP.

Insured Amount means the amount specified in **Item 10**.

Item means an item in Schedule 1.

LAA means the *Land Administration Act* 1997 (WA).

Land means the land specified in **Item 1**.

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.

Legal Practitioner means a person who:

(a) has a current and valid Australian Practising Certificate (as that term is defined in the *Legal Profession Uniform Law* (WA));

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Law Society of Western Australia; and

(d) has not less than 15 years' experience in property law, involving major developments, in the Perth metropolitan area.

LGA means the *Local Government Act* 1995 (WA).

Licence Fee means the fee payable under clause 4.1 and as at the Commencement Date is the amount specified in **Item 8**.

Licence Year means:

(a) the period from the Commencement Date to the 30 June following the Commencement Date;

(b) each consecutive period of 12 months from and including the 1st day of July in each year during the Term; and

(c) the period from and including the 1st day of July immediately preceding Termination up to the date of Termination.

Licensee's Obligations means the several obligations contained or implied in this Football Licence and on the part of the Licensee to be observed or performed.

Licensee's Property means all plant, equipment, materials and other property or stock brought or placed on the Football Licence Area by, on behalf of, or with the authority of, the Licensee.

Licensor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Licensor from time located or contained in the EFCP (including the Football Licence Area).

Liquor Licence means any liquor licence or permit issued under the *Liquor Control Act* 1988 (WA), authorising the sale of liquor.

Liquor Licensing Authority means, as the case requires, the Liquor Commission or the Director of Liquor Licensing, as constituted or appointed under the *Liquor Control Act* 1988 (WA).

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 LGA.

Manager means any person appointed by the Licensor to manage the Football Licence Area under clause 23.5.

Mediator means a legal practitioner (being a person who has a current and valid "Australian Practising Certificate" (as that term is defined in the *Legal Profession Uniform Law* (WA)) who:

(a) is a National Mediator Accreditation System accredited mediator;

(b) is listed on the Law Society Panel of Mediators of the Law Society of Western Australia;

(c) practises in commercial and property disputes; and

(d) is independent from any of the Parties to the Dispute.

Minister means the Minister for Lands in his or her capacity as the body corporate continued under section 7 of the LAA.

month means calendar month.

Naming Rights Area means the Building and the Oval.

Naming Rights Party means the third party appointed by the Town and the Licensee under an agreement or arrangement entered into under clause 10.2 which gives that third party sponsorship and naming rights in relation to the Naming Rights Area.

Oval means the 165m x 130m (plus 5m runoff) Australian Rules Football oval situated within the EFCP being the area shaded red and identified as "Oval" on the EFCP Plan.

Oval Maintenance Period means the time period identified as Oval Maintenance Period in Schedule 2.

Oval Permitted Period means the time periods identified as "Oval Permitted Period" in Schedule 2.

Oval Priority Usage Table means the table set out in Schedule 3.

Party means the Town, the Licensor or the Licensee according to the context.

Permitted Person means any player, employee, member, officer, contractor or agent of the Licensee and includes any invitee of any Permitted Person and any sub-licensee of the Licensee.

Permitted Use means the use specified in **Item 9**.

Practical Completion means that:

(a) the Town's builder or architect has certified that practical completion of the Building has been achieved; and

(b) the relevant Authority has issued a certificate of occupancy with respect to the Building.

Precinct Partners means:

(a) the Licensee;

(b) EFBC; and

(c) EFCC.

Precinct Partners Priority Usage Policy means the annual policy which establishes the framework for the usage as between the Precinct Partners of those parts of the EFCP that are not subject to any the exclusive use of any Precinct Partner and having regard to:

(c) match day/competition day priority use;

(d) training activities and programs;

(e) club events and fundraising activities; and

(f) Function Room and Food and Beverage Facilities usage,

and which as at the Commencement Date is the policy annexed to this Football Licence as Annexure D.

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Quantity Surveyor means a person who:

(a) is independent from any of the Parties to the Dispute;

(b) at the time of nomination is a member of the Australian Institute of Quantity Surveyors (Western Australia Branch); and

(c) has at least 5 years' experience in quantity surveying buildings and improvements similar to the buildings and imp

Quarter means a fiscal quarter of 3 months comprising one of the following periods:

(a) 1 November to 31 January ;

(b) 1 February to 30 April ;

(c) 1 May to 31 July ; and

(d) 1 August to 31 October

Requirements means any conditions of approval or consent, requirement, notice, order or direction of any Authority.

Schedule means a schedule to this Football Licence.

Services means all utilities and services supplied to or in the EFCP or the Football Licence Area (as applicable) including gas, water, drainage, waste collection,

electricity and telecommunications (if any) and for the avoidance of doubt, excludes any rates imposed on the Land or the Football Licence Area by an Appropriate Authority under the LGA.

Sinking Fund means the reserve account pursuant to section 6.11 of the LGA for the purposes of meeting the cost of capital and structural works (including capital replacement of lifts, electrical switchboards and air conditioning plant and equipment) in the EFCP.

Sinking Fund Contribution means the annual contribution that the Licensor is required to make to the Sinking Fund at the end of each Licence Year in the event that the operation of the EFCP achieves an Actual Surplus for the same period.

SGCC means the Sumpton Green Community Centre, an existing facility within the EFCP used as a playgroup and child and adolescent health service centre and shown as "Richmond House Playgroup" and Existing Playground" on the EFCP Plan.b

Special Conditions means any terms and conditions specified in **Item 14**.

State means the State of Western Australia.

Surrounding Area means any land or water adjacent to or in the vicinity of the Football Licence Area.

Term means the term of the Football Licence specified in **Item 4** and where the context permits includes any Further Term.

Termination means the expiry by passage of time or the sooner determination of the Term.

Town means the Town of East Fremantle.

Town's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Town from time to time located or contained in the EFCP (including the Football Licence Area), including floor coverings and window treatments.

Treasury Loan means the loan in the sum of $5 million borrowed by the Town from the Western Australian Treasury Corporation to fund the construction of the EFCP.

Tricolore Community Centre means the Town's community centre building situated on Reserve 22365 and more particularly described as Lot 300 on Deposited Plan 44502 in Certificate of Crown Land Title Volume LR3139 Folio 502.

Valuer means a person who:

(a) is licensed under *Land Valuers Licensing Act* 1978 (WA);

(b) a independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Australian Property Institute (Inc.) (Western Australia Division); and

(a) has not less than 5 years experience in valuing gland and developments similar to the EFCP.

WAFC means the West Australian Football Commission Inc.

WAFC Requirements means the rules and regulations, policies, by-laws and guidelines adopted by the WAFC from time to time.

WAFL means the West Australian Football League men's premier Australian rules football competition (comprising the League, Reserves,Colts and Futures grades competitions) conducted by the WAFC. Includes any future grade which may be included by the WAFC to the WAFL program.

WAFL Women's means the West Australian Football League women's premier Australian rules football competition (comprising the League and Rogers Cup) conducted by the WAFC. Includes any future grade which may be included by the WAFC to the WAFL program.

WAFL Match Days means:

(a) a WAFL home game (whether pre-season, home and away season or finals) for one or more of the Licensee's men's League, Reserves, Colts or Futures grade football teams; and

(b) a WAFL Women's home game (whether pre-season, home and away season or finals) for the Licensee's women's League or Roger's Cup football team.

WHS Legislation means all laws regarding work health and safety that apply to the Football Licence Area 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 licences, terms or conditions issued to or imposed on the Town or the Licensee by an Authority pursuant to those work health and safety laws.

1.2 Interpretation

In this Football Licence, unless inconsistent with the context:

(a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(b) the singular includes the plural and vice versa;

(c) a reference to a gender includes any gender;

(d) headings are for convenience only and do not affect interpretation;

(e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Football Licence;

(f) the word "includes" is not a word of limitation and does not restrict the interpretation of a word or phrase in this Football Licence;

(g) a reference to person includes a reference to:

(i) an individual, a body corporate, a trust, a partnership, a joint venture an, unincorporated body, governmental or agency, or other entity whether or not it is a separate legal entity;

(ii) that person's personal representatives, successors and permitted assigns and transferees and a person, who novates this Football Licence;

(h) a reference to time is to Perth, Western Australia time;

(i) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;

(j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Football Licence or any part of it;

(k) a reference to A$, $A, dollar or $ is to Australian currency;

(l) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(m) a covenant entered into by more than one person is deemed to be entered into by those persons jointly and each of them severally;

(n) where the context permits, the expression "Licensee" includes the members, office bearers, staff and invitees of the Licensee.

1.3 Inconsistency with Statutory Provisions

In the event of any inconsistency between:

(a) an obligation, right or power of either the Licensee or the Licensor under this Football Licence; and

(b) an obligation, right or power of the Town under the Local Government Laws,

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

1.4 No Fettering

Nothing in or arising out of this Football Licence in any way:

(a) diminishes the Town's rights and powers; or

(b) fetters any discretion that the Town has,

under the Local Government Laws.

2. Condition Precedent

This Football Licence is subject to and condition on:

(a) The Town obtaining the approval of the Minister to this Football Licence pursuant to section 18 of the LAA on or before the Commencement Date;

(b) The Town (as lessor) and the Licensor (as lessee) entering into the EFCP Lease; and

(c) The Town (as headlessor), the Licensor (as sublessor) and the Licensee (as sublessee) entering into the Football Sublease.

3. Grant and Term

3.1 Grant

(a) The Town grants to the Licensee from the Commencement Date a licence to use the Football Licence Area for the Permitted Use subject to the Licensee paying the Licence Fee at the times and in the manner provided below and on the terms and conditions of this Football Licence.

(b) The licence conferred by this Football Licence is:

(i) non-exclusive in relation to the Oval, subject to the Licensee having priority access and usage rights in accordance with the Oval Priority Usage Table during the Oval Permitted Period;

(ii) in relation to the Building Football Licence Area:

(A) non-exclusive in relation to the Function Room, Deck and Grandstand subject to the Licensee having priority access and usage rights on WAFL Match Days and for EFFC Special Events during the Hours of Use;

(B) non-exclusive in relation to those parts of the Building Football Licence Area (other than the Function Room, Deck and Grandstand), in common with the corresponding rights of the Licensor and the Licensor's employees, contractors and invitees.

(c) The rights granted to the Licensee are contractual only and nothing in this Football Licence grants the Licensee an interest in the land comprising the Football Licence Area.

3.2 Term and Commencement Date

This Football Licence is for the Term and commences on the Commencement Date.

4. Licence Fee

4.1 Licence Fee

The Licensee must, if demanded in writing by the Licensor, pay the Licence Fee to the Licensor during the Term and otherwise so long as the Licensee remains entitled to use the Football Licence Area.

4.2 Payment of Licence Fee

The Licence Fee is payable annually in advance, with the first payment to be made on the Commencement Date (if demanded in writing by the Licensor) and subsequent

payments to be made on the anniversary of the Commencement Date in each Licence Year.

5. Other Payments

5.1 No payment by Licensee for Services

The Licensee will pay no charges and meter rentals for Services consumed on or for the Football Licence Area or any electricity consumed by any air conditioning plant used for the Football Licence Area.

5.2 Insurance

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

5.3 Legal costs

Each Party will bear their own costs in relation to the preparation, negotiation, amendment, variation and execution of this Football Licence.

5.4 GST Liability

(a) The expressions "GST", "input tax credits", "tax invoice" "tax period", and "taxable supply" have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* ("the GST Act").

(b) The Parties acknowledge that GST is payable in respect of each taxable supply made under this Football Licence.

(c) The Licence Fee and all other amounts payable by the Licensee to or on behalf of the Town under any provision of this Football Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) are expressed in amounts that do not include the GST payable.

(d) In respect of a taxable supply made under this Football Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) the Licensee must, in lieu of and in substitution for any amount(s) otherwise required to be paid under this Football Licence ("Licensee Payment(s)"), pay an amount or amounts equal to those Licensee Payment(s) increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act.

(e) The Town must issue valid tax invoices to the Licensee for taxable supplies under this Football Licence.

6. Food and Beverage Payment

(a) The Licensor must pay the EFFC F&B Payment to the Licensee in accordance with this clause 6.

(b) , the EFFC F&B Payment is payable to the Licensee in arrears within 20 Business Days of the end of each Quarter.

(c) The Licensor acknowledges and agrees that:

(i) the Licensor and the Town (acting reasonably) will by agreement determine the allocation of costs to the Food and Beverage Facilities for each Quarter;

(ii) the Licensor must give notice to the Licensee of the cost allocation determination for the Quarter within 5 Business Days of the date of such agreed determination between the Licensor and Town; and

(iii) the Licensor is not required to give notice to the Licensee of the cost allocation determination for any subsequent Quarter unless there has been a change in the applicable allocation of costs as compared to the previous Quarter.

(d) Within 20 Business Days of the end of each Quarter, the Licensor must provide the Licensee with an itemised summary of:

(i) all revenue generated by the Food and Beverage Facilities for the Quarter just completed;

(ii) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed (having regard to the applicable allocation of costs determined by the Licensor and Town under clause 6(c)(i));

(iii) all revenue generated by the food and Beverage Facilities for the Quarter just completed from EFFC Events in the same period;

(iv) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed for the EFFC Events only in the same period (having regard to the applicable allocation of costs determined by the Licensor and the Town under clause 6(c)(i);

(v) all revenue generated by the Food and Beverage Facilities for the Quarter just completed from purchases made by EFFC Club Members in the same period;

(vi) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed for purchases made by EFFC Club Members in the same period (having regard to the applicable allocation of costs determined by the Licensor and the Town under clause 6(c)(i); and

(vii) all revenue generated by the Food and Beverage Facilities for the Quarter just completed from purchases made by EFCC Club Members in the same period.

(e) The Licensee acknowledges and agrees that at any time during the Term, the Town may:

(i) review and amend annually (in consultation with the Licensor) the method and formula for calculating the EFFC F&B Payment; and

(f) The Licensee acknowledges and agrees that the Licensor will not pay the EFFC F&B Payment to the Licensee for the Quarter just completed, unless the Food and Beverage Facilities for EFFC Events and in respect of revenue from EFFC Events and/or revenue/purchases made by EFFC Club Members have generated an F&B Operating Surplus for that same period as per Schedule 1, Item 12.

7. EFFC Discretionary Dividend

(a) The Town may, in its sole and absolute discretion, pay the EFFC Discretionary Dividend to the Licensee in accordance with this clause 7.

(b) The Town will not pay the EFFC Discretionary Dividend to the Licensee:

(i) while there is any amount of the minimum yearly repayment of the principal and interest owing on the Treasury Loan that is unpaid in the Licence Year just completed.

(c) Where:

(i) the End of Year Financial Reconciliation for the EFCP in a Licence Year shows an Actual Surplus;

(ii) the minimum applicable repayment amount of the principal and interest for the Treasury Loan in that Licence Year has been paid in full;

(iii) after payment of the Sinking Fund Contribution, there is an Adjusted Surplus; and

(iv) after payment of the Licensor's applicable share of the Adjusted Surplus (if any), the Town is entitled to receive a share of the Adjusted Surplus (**Town's Surplus Share**),

then,

(v) the Town may, in its sole and absolute discretion, elect to pay (but is not obliged to do so) the EFFC Discretionary Dividend to the Licensee.

(d) If the Town is to pay the EFFC Discretionary Dividend to the Licensee, it must do so within 30 Business Days after the Town's receipt of the Town's Surplus Share.

(e) The Licensee acknowledges and agrees that at any time during the Term, the Town may, in the Town's absolute discretion:

(i) review and amend the method and formula for calculating the EFFC Discretionary Dividend; and

8. Function Room

8.1 Use of Function Room by Licensee

(a) The Licensee and its Permitted Persons will have priority access to use the Function Room on WAFL Match Days and on EFFC Special Events for the Permitted Use during the Hours of Use.

(b) The Licensee may continue to use the Function Room for the Extended Hours of Use if the Licensee or a Permitted Person is using the Function Room on a WAFL Match Day or for an EFFC Special Event but only for the purpose of cleaning and clearing the Function Room.

(c) The Licensee acknowledges and agrees that community access to and use of the Function Room (including community and individual hire) may be scheduled at the discretion of the Licensor on days and times that are not:

(i) WAFL Match Days;

(ii) EFFC Special Events; or

(iii) EFBC Events.

(d) The Licensee must not do or permit to be done on the Football Licence Area anything which may be a nuisance or annoyance to the Licensor or to any of the Licensor's other licensees and subtenants or to the tenants or occupiers of the Surrounding Area or other property in the vicinity of the Land, and the Licensee agrees that:

(i) use of amplified noise beyond a reasonable level in the Function Room is prohibited (other than with the prior approval of the Licensor); and

(ii) any noise from the operation (including any generator noise) must comply with the assigned noise levels specified in the *Environmental Protection (Noise) Regulations* 1997 (WA).

8.2 Scheduling EFFC Special Events

(a) For the first calendar year of the Term, the EFFC Special Events will be those as set out in Schedule 4.

(b) For all calendar years other than the first calendar year, the EFFC Special Events will be set annually within one month of the WAFL fixtures for the upcoming season having been released.

(c) During the Allocation Period, the Licensor, the Licensee, EFBC and EFCC will in good faith discuss and endeavour to reach agreement on:

(i) the priority allocation of the Function Room as between the Licensee, EFBC and EFCC for the forthcoming calendar year; and

(ii) the EFFC Special Events, the EFBC Events and the EFCC Events for the forthcoming calendar year.

(d) In discussing and endeavouring to reach agreement on the matters in clause 8.2(c), the Licensor, Licensee, EFBC and EFCC must have regard to:

(i) the Precinct Partners Priority Usage Policy;

(ii) the fixturing of the WAFL men and women seasons;

(iii) the fixturing of the pennant bowls season;

(iv) the fixturing of the pennant croquet season;

(v) training activities and programs; and

(vi) the historical scheduling of club events and fundraising activities.

8.3 Licensor's obligations in relation to Function Room

(a) On WAFL Match Days and on the days of EFFC Special Events, the Licensor is responsible for:

(i) table arrangement and room set up in the Function Room;

(ii) catering;

(iii) food service;

(iv) bar service;

(v) cleaning and clearing the Function Room; and

(vi) any other activities required to prepare for and operate the Function Room on a WAFL Match Day or EFFC Special Event.

(b) The Licensee must give the Licensor not less than 72 hours' notice prior to the WAFL Match Day or EFFC Special Event of the Licensee's requirements for its use of the Function Room including:

(i) the number of guests;

(ii) the number of tables;

(iii) the room layout including the requirement for any stage setup;

(iv) any requirements for audio-visual equipment;

(c) The Licensee must pay to the Licensor, on demand, all costs incurred by Licensor (on a cost recovery basis only and without any mark-up) in performing its obligations under clause 8.3(a).

8.4 Use of the Group Fitness Room

(a) The Licensee may request the Licensor to make the Group Fitness Room available for use by the Licensee and its Permitted Persons for hospitality purposes on WAFL Match Days in accordance with the provisions of this clause 8.4.

(b) Not less than 10 Business Days after the release and publication of the WAFL fixture in each Licensee Year, the Licensee must give a written notice to the Licensor of each and every WAFL Match Day that the Licensee will require the use of the Group Fitness Room for hospitality purposes on a WAFL Match Day.

(c) The request made by the Licensee under clause 8.4(b) must specify, for each WAFL Match Day on which the use of the Group Fitness Room is required by the Licensee, the times in which the Group Fitness Room is required by the Licensee.

(d) For each WAFL Match Day on which the Licensee has given notice to the Licensor that the Licensee requires the use of the Group Fitness Room in accordance with clause 8.4(b), the Licensee must give a written notice to the Licensor not less than [7] days prior to the relevant WAFL Match Day, which must include details of the Licensee's requirements including:

(i) the estimated number of guests or patrons who will use the Group Fitness Room for hospitality purposes;

(ii) the room layout including the requirement for any stage set up and any table arrangements (if applicable);

(iii) any requirements for audio-visual equipment; and

(e) If the Licensor receives a notice from the Licensee in accordance with clause 8.4(b), the Licensor must:

(i) make the Group Fitness Room available to the Licensee on the WAFL Match Days specified in that notice; and

(ii) ensure that no classes are scheduled in the Group Fitness Room on the WAFL Match Days specified in that notice.

(f) If the Licensor receives a notice in accordance with clause 8.4(b), then on each WAFL Match Day that the Licensee requires the use of the Group Fitness Room specified in that notice , the Licensor is responsible for:

(i) table arrangement and room set up in the Group Fitness Room;

(ii) catering;

(iii) food and drink service;

(iv) cleaning and clearing the Group Fitness Room; and

(v) any other activities required to prepare for and operate the Group Fitness Room on a WAFL Match Day or EFFC Special Event.

(g) The Licensee must pay to the Licensor, on demand, all costs incurred by the Licensor (on a cost recovery basis only and without any mark-up) in performing its obligations under clause 8.4(f).

9. Oval

9.1 Licensee's use of the Oval

The Licensee and Licensor acknowledge and agree that:

(a) the Oval is designated for the priority use of the Licensee during the Oval Permitted Period in accordance with the Oval Priority Usage Table; and

(b) the Licensor and Licensee must comply with the usage arrangements set out in the Oval Priority Usage Table.

9.2 Community Use of the Oval

The Licensee and Licensor acknowledge and agree that:

(a) subject to this clause 9.2, the rights of individuals and groups from the general public to use the Oval for Community Use outside of the Licensee's priority usage arrangements set out in the Oval Priority Usage Table, will be determined by the Licensor (in consultation with the Town and the Licensee) from time to time, ensuring that the proposed use of the oval doesn't risk the requirement for the playing surface to meet WAFL standards;

(b) the Licensor will be responsible for administering a booking system so that individuals and groups can book the Oval for Community Use (for those times and days outside of the Licensee's priority usage arrangements set out in the Oval Priority Usage Table), subject to 9.2(a);

(c) any Community Use of the Oval by individuals and groups approved by the Licensor (in consultation with the Town and the Licensee) will be subject to and on the terms of a standard user agreement as determined by the Licensor from time to time, subject to 9.2(a);

(d) the Licensor is responsible for (and for the costs of) the placement, erection and maintenance of all (if any) safety and warning signs, temporary fencing and the implementation of other safety measures which are required due to, or relate to the use of the Oval for Community Use; and

(e) the Licensor must rectify any damage to the Oval caused by any Community Use.

9.3 Fencing and lighting of the Oval

The Licensee and Licensor acknowledge and agree that:

(a) the Oval will be lighted and will have a boundary fence around the perimeter of the Oval, provided that there will be a reasonable number of access points around the Oval for access by the public at large for Community Use in accordance with the Oval Priority Usage Table;

(b) On those times during weekdays where the Licensee has priority usage of the Oval for training activities (in accordance with the Oval Priority Usage Table), the Licensor:

(i) must place signs around the perimeter of the Oval in order to advise members of the public that training is in progress and public access is not permitted whilst training is taking place; and

(ii) must ensure that members of the general public do not access and are not allowed to remain on the Oval during those training activities.

9.4 Oval Signage

(a) Subject to clause 9.4(e), the Licensor grants to the Licensee the exclusive right to install, replace and maintain signs (including the Licensee's sponsorship and third party advertising signage) at the Licensee's expense on the boundary fencing around the Oval, subject to the Licensee obtaining all necessary

permits from the relevant authorities, together with all ancillary and incidental rights of entry by the Licensee and its Permitted Persons for the purposes of installation, maintenance and repair of such signage.

(b) The Licensee may, at any time during the Term, replace any sign on the boundary fencing at any time provided that the Licensee must first obtain all necessary permits from the relevant authorities for that replacement sign and the replacement sign otherwise complies with the requirements of clause 9.4(e).

(c) Subject to clause 9.4(e), the Licensor grants to the Licensee the exclusive right to display advertising and sponsorship markings on the turf of the Oval, with such markings to be applied by and removed by the Licensor at the direction of the Licensee in accordance with the Licensor's obligations under clause

(d) The Licensor must not materially inhibit or allow to be materially inhibited visibility of any permitted sign of the Licensee on the boundary fencing around the Oval.

(e) The Licensee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or sponsorship arrangements involving or relating to the promotion of any gambling, , tobacco, e-cigarettes, vaporisers, electronic smoking implements and any other goods, services or activities that in the reasonable opinion of the Licensor is considered illegal, immoral, anti-social or offensive to the public.

9.5 Licensor's obligations

(a) The Licensor must exclude and restrain from being on the Oval any member of the general public who:

(i) uses the Oval or attempts to use the Oval while the Licensee is using the Oval under the Licensee's priority usage arrangements set out in the Oval Priority Usage Table;

(ii) uses the Oval for unlawful purposes;

(iii) uses the Oval in any way which poses a risk to human health or safety or the environment;

(iv) uses the Oval in any noisy, noxious or offensive manner or for any illegal purpose;

(v) fails to comply with any present or future Laws or Requirements relating to the Oval or its use or occupation;

(vi) causes damage to the Oval which is not fair wear and tear consistent with use by the general public; or

(vii) does anything which in the reasonable opinion of the Licensee may become a nuisance, disturbance or annoyance to the Licensee, a Permitted Person or other members of the general public.

(b) Subject to clause 9.5(c), the Licensor may, with the prior written approval of the Town, temporarily restrict or limit access to or use of areas of the playing

surface of the Oval that are adversely impacted by access to and use of the Oval by members of the general public.

(c) The Licensor is not entitled to permanently restrict or limit access to or use of the Oval by members of the general public.

10. Naming of Oval, Building and Sponsorship arrangements

10.1 Licensor's sponsorship obligations

(a) The Licensor must not, without the Licensee's prior written consent, enter into any third party signage, naming rights or sponsorship arrangements for the EFCP where such third party signage, naming rights or sponsorship conflicts with the Licensee's existing sponsorship arrangements as at the commencement of this Football Licence or any other such sponsorship arrangements as may be developed by the Licensee over the course of the Term and which are communicated in writing to the Licensor..o

(b) The Licensor acknowledges and agrees that it must not install any signage or enter into any sponsorship arrangements in respect of the Football Licence Area without the Licensee's prior written consent.

10.2 Licensee and Town Naming Rights

(a) The Licensee and the Town must use their best endeavours to:

(i) enter into an agreement or arrangement with a third party (**Naming Rights Party**) for the purpose of naming the Naming Rights Area, on terms and conditions acceptable to both the Licensee and the Town (acting reasonably); and

(ii) throughout the Term maintain an agreement or arrangement with a Naming Rights Party for the purpose of naming the Naming Rights Area.

(b) The Town and the Licensee agree that the Licensee will be responsible for initiating negotiations with prospective third parties for the purpose of clause 10.2(a) and for preparing the first draft of the agreement for the naming of the Naming Rights Area.

(c) Subject to the Licensee's rights under clause 9.4 and clause 11.3 and with the exception of the Licensee's name, the Licensee and Town must not name all or any part of the Football Licence Area unless:

(i) there is an agreement or arrangement in place with the Naming Rights Party; and

(ii) they do so as part of the Naming Rights Area.

(d) The Licensee and the Town agree that any proposed naming of a Naming Rights Area for the Naming Rights Party:

(i) must not involve or relate to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements any other goods, services or activities that in the reasonable opinion of the Town is considered illegal, immoral or anti-social;

(ii) must not be offensive, or be likely to offend members of the public;

(iii) may include the name and/or logo including any replacement name and/or logo of:

(A) the Licensee;

(B) the Town;

(C) the Licensor (in its capacity as operator of the EFCP);

(D) any good;

(E) any service;

(F) any manufacturer of any good;

(G) any supplier of any service;

(H) any commercial or business enterprise; and/or

(I) any name of any person.

(e) The Licensee and the Town agree that all Annual NR Net Revenue in each Licence Year will be shared as followed:

(i) the first $100,000 (excluding GST) of the Annual NR Net Revenue in a Licence Year will be paid to the Licensee; and

(ii) the proportion of the Annual NR Net Revenue in a Licence Year that exceeds the sum of $100,000 (excluding GST) will be shared as between the Town and the Licensee in equal shares.

10.3 Licensor's Acknowledgements

The Licensor acknowledges and agrees that:

(a) it must not be a party to the agreement or arrangement with the Naming Rights Party for the naming of the Naming Rights Area;

(b) it is not entitled to receive any revenue from the Naming Rights Party under the agreement or arrangement for the naming of the Naming Rights Area; and

(c) all revenue received from the Naming Rights Party under the agreement or arrangement for the naming of the Naming Rights Area are expressly excluded from and must not form part of the revenue generated from the operation and management of the EFCP.

11. Licensee's Obligations

11.1 No alterations to the Football Licence Area

The Licensee must not:

(a) erect or build or permit or cause to be erected or built on the Football Licence Area any permanent structures or improvements or other thing that is a fixture; or

(b) interfere with, alter or make any connection to the EFCP Services, the Licensor's Property and the Licensee's Property.

11.2 Comply with Laws and requirements

(a) The Licensee must use the Football Licence Area only for lawful purposes.

(b) The Licensee must punctually comply with and observe at the Licensee's expense all present and future Laws, Local Government Laws and Requirements which relate to the Football Licence Area.

11.3 Signage within the Building Football Licence Area

(a) Subject to clause 11.3(c), the Licensee must not display from or affix any signs, notices or advertisements on or within the Building Football Licence Area without the prior written consent of the Licensor.

(b) Subject to clause 11.3(c), the Licensor may grant or withhold its consent under clause 11.3(a) in the Licensor's absolute discretion.

(c) The Licensor must not withhold its consent to the Licensee's display of temporary sponsorship signs on or within the Building Football Licence Area on WAFL Match Days and EFFC Special Events provided that:

(i) such signs comply with the requirements of clause 9.4(e); and

(ii) such signs will only be displayed on the WAFL Match Day or for the duration of the EFFC Special Event.

(d) If clause 11.3(c) applies:

(i) the Licensee must supply the temporary sponsorship signage to the Licensor on or before the WAFL Match Day or EFFC Special Event (as applicable);

(ii) the Licensor must install or display the Licensee's temporary sponsorship signage within the Building Football Licence Area in those locations as directed by the Licensee (acting reasonably); and

(iii) the Licensor will remove the Licensee's temporary sponsorship signs from the Building Football Licence Area and return those signs to the Licensee following the conclusion of the WAFL Match Day or EFFC Special Event (as applicable)

11.4 No noxious or illegal uses

(a) The Licensee must not do or permit to be done on the Football Licence Area anything which in the reasonable opinion of the Licensor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage, whether to the Licensor, the Town or the other

occupiers, tenants, subtenants, licensees or users of the Surrounding Area, the EFCP or any other land in the vicinity of the Football Licence Area.

(b) This clause 11.3 does not prohibit football matches, training activities or EFFC Special Events which generate a normal amount of vehicular or pedestrian traffic congestion in and around the EFCP, or normal levels of amplified sound or crowd noise when compared with other comparably sized WAFL football venues.

11.5 Restrictions in use of Football Licence Area by Licensee

(a) The Licensee must, to the extent it is in the Licensee's control, not:

(i) smoke tobacco or any other substance or use e-cigarettes, vaporisers or other electronic smoking implements, and the Licensee must ensure that no Permitted Person:

(A) smokes tobacco or any other substance; or

(B) uses e-cigarettes, vaporisers and any other electronic smoking implements,

in any part of the Football Licence 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 Football Licence Area;

(iii) use or permit to be used any of the Licensor's Property, the Town's Property or the EFCP Services other than for their designed purposes;

(iv) sell any of the Town's Property or the Licensor's Property;

(v) grant or allow to arise any Security Interest in the Town's Property or the Licensor's Property;

(vi) install anything in or on the Football Licence Area that overloads any of the EFCP Services or other cables, switchboards, circuits or sub-boards through which electricity is conveyed to or through the Football Licence Area;

(vii) do or permit anything to be done on the Football Licence Area which in the reasonable opinion of the Licensor will result in noise or behaviour that will have an adverse impact on the amenity of nearby residents;

(viii) sleep at the Football Licence Area;

(ix) burn any rubbish or waste at the Football Licence Area;

(x) bring onto or keep on the Football Licence Area anything of a flammable, dangerous or hazardous nature;

(xi) bring on or keep any animal or bird to or on the Football Licence Area; or

(xii) permit another person to do any of these things.

(b) This clause 11.5(a) does not prohibit activities within the Football Licence Area which are Permitted Uses.

11.6 Use of Sanitary appliances

The Licensee must not use or permit to be used the lavatories, grease traps and other sanitary appliances installed in the Football Licence Area or elsewhere in the Building for any purpose other than that for which they were constructed and not throw or cause or allow to be thrown or disposed in such appliances any sweepings, rubbish, rags, ashes, tea leaves or other substances therein.

11.7 No overloading of electrical circuits

The Licensee must not, without the prior written consent of the Licensor, install any electrical equipment in the Football Licence Area that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Football Licence Area.

11.8 Use of Football Licence Area

The Licensee must only use the Football Licence Area for the Permitted Use and for no other use or purpose.

11.9 NABERS Rating & Energy Efficiency

(a) The Licensee acknowledges and agrees that the Licensor is required to operate the Building and the Football Licence Area in a manner which improves the energy efficiency and water efficiency of the Building and the Football Licence Area.

(b) The Licensee must:

(i) use and cause each Permitted Person to use all Services consumed on or for the Football Licence Area efficiently and in a manner that minimises waste;

(ii) comply with and cause each Permitted Person to comply with all reasonable requests made by the Licensor in relation to the energy and water efficiency of the Building, the energy efficiency of the Oval lighting and to maintain the NABERS rating of the Building;

(iii) use its reasonable endeavours to assist the Licensor in its initiatives to reduce energy and water consumption and waste by using the Services, the Building and the Football Licence Area in an efficient manner;

(iv) use the Football Licence Area in a manner which complies with the sustainability criteria for the Football Licence Area as specified by the Licensor from time to time;

(v) not do or omit to do anything which has, or may have a detrimental effect on the NABERS rating or the energy efficiency or water efficiency of the Football Licence Area or permit another person from doing so; and

(vi) must not make any Claims as a result of the Licensor carrying out any works required to be conducted to maintain the NABERS rating or general energy efficiency of the Building, even if the works affect the Licensee's use or enjoyment of the Football Licence Area.

11.10 Security threats

The Licensee must:

(a) promptly notify the Licensor or the Manager if the Licensee or a Permitted Person receives any threat or demand which relates to the Football Licence Area, or to the safety of any person or property within the Football Licence Area;

(b) be familiar with and comply with, and ensure each Permitted Person is familiar with and complies with the Licensor's emergency evacuation procedures (if any), including any requirement for people at the Football Licence Area to participate in emergency evacuation procedures and drills;

(c) obey and cause each Permitted Person to obey any reasonable direction given by the Licensor or the Manager relating to the control of people within the Football Licence Area and the evacuation or closure of any part of the Football Licence Area, following the giving to any person of a threat or demand of the kind referred to in this clause, or in the event of any fire earthquake or other emergency and for practice exercises of any emergency; and

(d) if any civil defence, fire or evacuation drill is conducted in the Football Licence Area at any time, co-operate fully in the planning and control of and participation in them and to supply the Licensor with the names of the people responsible for carrying out all duties of civil defence planner and fire officer or warden in relation to the Football Licence Area and the person responsible on each floor level as applicable.

11.11 Environmental Obligations

The Licensee:

(a) must not cause or permit the release from or onto the Football Licence Area any pollutant, Contamination or Hazardous Material;

(b) must comply, permit the Licensor to itself comply and ensure that all the Permitted Persons comply with all Environmental Laws which are applicable to the Football Licence Area, the Licensee or to the Licensee's use of the Football Licence Area;

(c) must give notice to the Licensor on each occasion when the Licensee becomes aware that a breach of an Environmental Law has occurred in respect of the Football Licence Area;

(d) must notify the Licensor immediately if the Licensee becomes aware of an event, occurrence or condition which obliges the Licensee to notify an Authority that harm to the environment or any life form has or may have occurred;

(e) must, at the Licensee's cost, decontaminate by appropriate treatment, removal or otherwise any pollution, Contamination or Hazardous Materials introduced, caused or permitted to occur by the Licensee or the Permitted Persons and in

accordance with the requirement of any relevant Authority carry out all investigative, remedial or decontamination action to the Football Licence Area and any land adjacent to the Football Licence Area as required by any Environmental Law and to the satisfaction of all relevant Authorities;

(f) if requested by the Licensor, comply with the Licensor's environmental management system or environmental management plan for the Football Licence Area;

(g) provide to the Licensor on demand a report on:

(i) the effect of any Environmental Law to the Football Licence Area;

(ii) any conduct or activity on the Football Licence Area; and

(iii) the presence of any pollution, Contamination or Hazardous Materials on the Football Licence Area,

within a reasonable time after receipt by the Licensee of that request; and

(h) indemnifies the Licensor, the Town and the Minister for Lands in respect of all loss, cost, damage, expense and liability suffered by the Licensor, the Townr or Minister for Lands (as applicable) in relation to a breach by the Licensee of this clause 11.11.

11.12 Temporary Fencing

(a) Subject to clause 11.12(c), the Licensee may erect temporary fencing around the EFCP on:

(i) no more than two WAFL Match Days during each WAFL home and away season (excluding finals); and

(ii) on each WAFL or WAFL Women's Match Day that is a final during each WAFL or WAFL Women's final series.

(iii) All gate income collected would be the entitlement of the Licensee

(b) The Licensee may erect temporary fencing within an agreed area of the EFCP to restrict access to the Football License Area and Surrounding Area

(c) The Licensee acknowledges and agrees that:

(i) the Licensee must give the Licensor not less than 14 days prior written notice of the Licensee's intention to install temporary fencing around the EFCP on a WAFL Match Day;

(ii) the temporary fencing must:

(A) not be installed in the EFCP earlier than [24] hours prior to 8:00 am on the WAFL Match Day; and

(B) be removed from the EFCP no later than [48] hours after 5:00 pm on the WAFL Match Day;

(iii) the Licensee must, at the Licensee's cost:

(A) procure or hire the temporary fencing;

(B) install the temporary fencing around the EFCP; and

(C) remove the temporary fencing from the EFCP; and

(iv) the Licensee must, at the Licensee's cost, provide any additional security or crowd control staff or employees required to control access to the EFCP while the temporary fencing is installed around the EFCP.

12. Repair and maintenance of the Football Licence Area

12.1 Licensee's repair and maintenance obligations

(a) The Licensee must at the Licensee's own expense repair, maintain and keep the Licensee's fixtures, fittings, equipment and furnishings (if any) installed within the Football Licence Area:

(i) in good and substantial repair, order and condition;

(ii) so that they remain in at least the same condition as at the Commencement Date.

(b) Subject to clause 12.1(c), the Licensee has no obligation to repair, maintain and keep the Football Licence Area in good and substantial repair, order and condition.

(c) The Licensee must, at the Licensee's own expense, repair any damage or disrepair to the Football Licence Area, its surroundings and any other part of the EFCP caused by any deliberate or wilful act or omission of the Licensee or any Permitted Person.

12.2 Cleaning

The Licensee must:

(a) not allow any rubbish, trade waste, cartons, boxes, containers, sporting equipment, footballs or accumulation of useless property within the Football Licence Area or the Surrounding Area except in areas designated for that purpose by the Licensor; and

(b) dispose of and store, and ensure all Permitted Persons dispose of any store all general waste and all recyclable materials within the waste collection points and the recyclable materials collection points in the Football Licence Area from time to time designated for that purpose by the Licensor.

12.3 Repair and Maintenance of Oval

(a) The Licensor must prepare, repair and maintain the Oval to a high standard and in accordance with the WAFL Requirements, and in any event to ensure that there is no disruption to fixtured WAFL and WAFL Women's football matches (whether pre-season, home and away season or final series) and any training activities of the Licensee.

(b) The Licensor's obligations under clause 12.3(a) extends to:

(i) maintenance, inspecting, testing and treatment of the playing surface of Oval;

(ii) ensuring the Oval remains adequately drained;

(iii) all soil and root treatments and irrigation activities required to maintain healthy root zone layers and healthy turf growth;

(iv) all turf repair, turf replacement, turf enhancement, turf inspections, turf testing and turf treatment activities;

(v) keeping all areas on the Oval free from pests, disease and weed infestation;

(vi) preparing the Oval for matches and permitted training, in conjunction with the directions of the Licensee, including:

(A) mowing the turf of the Oval and ensuring that the grass is kept at a uniform length;

(B) painting line markings in accordance with the relevant AFL guidelines and WAFL Requirements; and

(C) painting advertising markings on the turf and removing such advertising markings as and when required,

(vii) ensuring that all artificial grass and synthetic surfaces are repaired and maintained, adequately drained and kept in a clean and safe condition;

(viii) the repair and replacement of any surface reticulation and irrigation equipment; and

(ix) the repair and replacement of any external lighting (including any light towers).

(c) In carrying out its obligations under this clause 12.2, the Licensor must take all reasonable measures to:

(i) minimise disruption to the Licensee's priority usage of the Oval during the Oval Permitted Period; and

(ii) ensure that any repair, maintenance or preparation activities which require the Oval to be closed off from access by the Licensee, the Permitted Persons or members of the general public for any continuous period longer than [24] hours is only carried out during the Oval Maintenance Period.

(d) The WAFC's appointed independent turf consultants will be used to determine the Licensor's compliance with clause 12.3(a) if there is a dispute between the Licensor and Licensee relating to the condition of the playing surface of the Oval.

(e) The Licensee will be responsible for setting up and removing all sporting equipment on the Oval for training activities and on WAFL Match Days including:

(i) goal post pads

(ii) netting behind the goal posts; and

(iii) benches.

13. Indemnity and Insurance Provisions

13.1 Licensee's Indemnity

(a) Except to the extent caused by any act, neglect, default or omission of the Town and/or the Licensor, or the employees, agents and contractors of the Town or Licensor (as applicable), the Licensee indemnifies the Licensor, the Town and the Minister against all Claims, including legal and investigative costs and expenses, which the Licensor, the Town or the Minister may incur or become liable for in connection with the loss of life, or personal injury, or damage to any property (wheresoever occurring) arising out of any occurrence at the Football Licence Area or the use by the Licensee of the Football Licence Area to the extent occasioned by any act, neglect, default or omission by the Licensee or by its Permitted Persons or by any other person on the Football Licence Area.

(b) To the extent permitted by Law, the Licensee indemnifies the Town and the Minister from and against all Claims, including legal and investigative costs and expenses, relating to:

(i) injury to, illness of, or death of, any person;

(ii) loss (including loss of use), injury, damage or destruction to any property or the Land;

(iii) any inquiry, investigation, notice, direction, order, proceeding or prosecution instituted under or in relation to the WHS Legislation or the *Coroners Act* 1996 (WA);

(iv) any Contamination, pollution or Environmental Harm;

(v) any remediation required to be carried out by the Licensee under this Football Licence in respect of the Land or the Surrounding Area or otherwise having to comply with any Environmental Notice or any other notice received from an Authority; and

(vi) any other act, neglect, default or omission by the Licensee or any Permitted Persons,

directly or indirectly caused by, arising out of, or in connection with the Licensee's or any Permitted Person's use of or access to the Football Licence Area or the Surrounding Area.

(c) The obligations of the Licensee under clauses 13.1(a) or 13.1(b) continue after expiration or earlier determination of this Football Licence.

13.2 Insurance

(a) The Licensee must, before the Commencement Date, take out and at all times keep in force with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy, 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 Licensor may reasonably require.

(b) The Licensee must prior to the Commencement Date take out and at all times keep in force on a "losses occurring basis" with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy:

(i) a policy of insurance to cover the Licensee's Property against loss or damage due to 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 Town a Licensee may and does ordinarily insure in the full replacement value;

(ii) a policy of employer's indemnity insurance;

(iii) a policy of volunteer personal accident insurance; and

(iv) any other insurances required by Law, or which are from time to time specified in writing to the Licensee as being, in the Licensor's reasonable opinion, policies of insurance with a prudent licensee should take out.

13.3 Licensor's Rights

If the Licensee does not take out and keep in force any policy of insurance in accordance with clauses 13.2(a) and 13.2(b), the Licensee:

(a) irrevocably appoints the Licensor and its attorney to do all things and sign all documents necessary to give effect to this clause, at the Licensee's cost; and

(b) assigns to the Licensor all its rights and benefits under the policy of insurance, including the right to any money received by the Licensee, to secure the Licensee's Obligations under clause 13.2.

13.4 Produce Policies and Receipts for Premiums

The Licensee must, before the Commencement Date, produce to the Licensor and the Town 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 Licensee under this Football Licence 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.

13.5 Increase in Insurance Premiums

(a) The Licensee and its Permitted Persons must not bring onto or keep in the Football Licence Area anything of a flammable, dangerous or hazardous nature and not without the prior written consent of the Licensor bring onto and keep anything or do any act in the Football Licence Area which may increase the rate of the Insurance Premiums.

(b) If the Licensee 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 Licensor and/or the Town, then without limiting any other right of the Licensor or the Town, the Licensee will be responsible for, and must pay and discharge on demand, any damage or loss which the Licensor suffers as a result.

13.6 Insurance

The Licensee 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 the Licensee under this Football Licence.

14. Additional Covenants by Licensee

14.1 No encumbrances

The Licensee must not mortgage, charge or encumber the Licensee's interest in this Football Licence or any of its fixtures, fittings or improvements in the Football Licence Area or agree so to do without the prior consent in writing of the Town.

14.2 No interest in land

The Licensee acknowledges and agrees that nothing in this Football Licence grants the Licensee an interest in land and the Licensee must not lodge any caveat at Landgate to protect its interests under this Football Licence.

14.3 Pass on notices

The Licensee must immediately give notice in writing to the Town of any notice received by the Licensee from any Authority relating to the Football Licence Area.

14.4 Management Committee for EFCP

The Licensee, Licensor and Town acknowledge and agree that:

(a) the Town may delegate all or any of its rights and decision making powers in relation to the operation and management of the EFCP to a committee established under section 5.9(2)(c) of the LGA (**Committee**);

(b) if the Town makes a delegation in accordance with clause 14.4(a) and that delegation includes a requirement that the composition of that Committee must include a representative from each of the Precinct Partners, then:

(i) each Precinct Partner must have no more than one representative on that Committee at any time;

(ii) the Town may have at least two representatives on the Committee (being either employees or elected members of the Town);

(iii) there may be up to two local residents (as representatives of the local community) on the Committee; and

(iv) the Licensee must:

(A) cause an office-bearer or employee of the Licensee to be appointed as a representative of the Committee (**EFFC Representative**); and

(B) give notice in writing to the Town and the Licensor of the name of the person appointed as EFFC Representative within 5 Business Days of the Licensee receiving notice of the Town's delegation; and

(c) if clause 14.4(b) applies, the Licensee may remove and replace the EFFC Representative appointed by it at any time during the term of the delegation, provided that it must always ensure that there is no vacancy in the position of the EFFC Representative on the Committee during the term of the delegation.

15. Town's Covenants and Reservations

15.1 No Liability

(a) The Town shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Football Licence Area or entering or leaving the Football Licence Area or the Surrounding Area.

(b) The Town shall not in any way be responsible for any loss or damage resulting from any theft of any item while on the Football Licence Area.

(c) The Town shall not in any way be responsible for any injuries which any person may at any time sustain while in and about or on the Football Licence Area, howsoever occurring.

15.2 Town's Insurance

(a) The Town may take out and maintain in respect of the Football Licence Area insurance policies relating to those Insurable Risks determined necessary by the Town.

(b) For the avoidance of doubt, the Town has no obligation to take out any policy of insurance in relation to the Football Licence Area.

15.3 Town's agreements and rights

Subject to the terms of this Licence and the sublease between the Town, the Licensor and the Licensee,the Town can grant leases or other licences of other parts of the Land or the Surrounding Area for any use, and the grant of any lease or licence may be made without any compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

16. Termination

16.1 Removal of Property on Termination

The Licensee must on the expiry or sooner determination of this Football Licence:

(a) remove from the Football Licence Area all of the Licensee's Property to the Licensor's absolute satisfaction; and

(b) subject to clause 16.2, make good any damage to the Football Licence Area caused by the removal of the Licensee's Property, to the satisfaction of the Licensor.

16.2 No Make Good to Football Licence Area

Other than the Licensee's obligations under clauses 11.11, 12.1(c) and 16.1, the Licensor acknowledges and agrees that the Licensee is not required to:

(a) make good any damage to the Football Licence Area; or

(b) reinstate the Football Licence Area to the state and condition in which it was as at the Commencement Date.

17. Sale of Alcohol and Gambling

17.1 Sale of Alcohol

(a) The Licensee must not sell or supply alcohol from the Football Licence Area or allow alcohol to be sold or supplied from the Football Licence Area except:

(i) by the Licensor from the Food and Beverage Facilities in accordance with the licence or permit granted to the Licensor under the *Liquor Control Act* 1988; and

(ii) in accordance with the provisions of the *Liquor Control Act* 1988, *Liquor Control Regulations* 1989, *Liquor Licensing Regulations* 1989, *Food Act* 2008, *Food Regulations* 2009 and any other relevant written law that may be in force from time to time.

(b) The Licensee acknowledges and agrees that it must comply and must ensure that its Permitted Persons comply with the requirements and conditions attaching to the licence or permit granted under the *Liquor Control Act* 1988 in favour of the Licensor in respect of the Food and Beverage Facilities.

17.2 Gambling Prohibited

The Licensee must not allow any gambling (as that term is defined by the *Gaming and Wagering Commission Act* 1987) to occur at the Football Licence Area without the Licensor's written consent (which may be withheld at the Licensor's entire discretion).

18. Default Provisions

18.1 Default provisions

If:

(a) Any payment not the subject of a disputed claim payable under this Football Licence remains unpaid after becoming due, and this default continues after the expiration of 14 days after the Licensor has given the Licensee a written notice requiring the Licensee to remedy this default;

(b) there is a breach or non-observance of any of the other Licensee's Obligations and the breach or non-performance continues after the expiration of twenty eight (28) days' written notice to the Licensee to remedy the breach;

(c) there is a breach or non-observance of any of the Licensee's obligations as sublessee under the Football Sublease and the breach or non-performance continues after the expiration of 28 days after the Licensor (as sublessor) has given the Licensee (as sublessee) a written notice requiring the Licensee (as sublessee) to remedy the breach;

(d) if the Football Licence Area is abandoned, deserted or vacated (other than for the purposes of normal vacation periods) or the Licensee is dispossessed of the Football Licence Area by process of Law;

(e) any Insolvency Event occurs in respect of the Licensee;

and in any such case, subject to the Town providing its prior written consent to such termination (which consent may be granted or withheld at the Town's sole and absolute discretion), the Licensor may immediately terminate this Football Licence by giving notice to the Licensee and the Term will then cease and determine but without prejudice to any other remedy or right of action of the Licensor in respect of any breach of the Licensee's Obligations.

18.2 Town's right to remedy

The Licensor may remedy any Event of Default by the Licensee under this Football Licence including the payment of any moneys payable by the Licensee pursuant to the provisions of this Football Licence and whenever the Licensor so elects all debts, costs and expenses incurred by the Licensor including legal costs and expenses in remedying an Event of Default, must be paid by the Licensee to the Licensor on demand.

18.3 Damage for breach of essential term

(a) The covenants by the Licensee:

(i) to pay the costs incurred by the Licensor (clauses 8.3(c) and 8.4(g)) at the times and in the manner provided in this Football Licence;

(ii) to not make alterations to the Football Licence Area or interfere with or alter any EFCP Services (clause 11.1);

(iii) to only use the Football Licence Area for lawful purposes and to comply with all Laws and Requirements (clause 11.2);

(iv) to not cause any general nuisance to other users of the Land (clause 11.4);

(v) to not use the Football Licence Area in contravention of the restrictions imposed in clause 11.5;

(vi) to not cause or permit the release of any pollutant, Contamination or Hazardous Material on from or onto the Football Licence Area (clause 11.11);

(vii) to repair any damage or disrepair to the Football Licence Area caused by any deliberate or wilful act or omission of the Licensee (clause 12.1(c));

(viii) to take out and maintain a policy of public liability insurance of not less than the Insured Amount (clause 13.2);

(ix) to not do anything that and invalidates or avoids a policy insurance taken by the Licensor or Town (clause 13.5);

(x) to comply with the requirements of any licence or permit granted under the *Liquor Control Act* 1988 (clause 17.1),

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

(b) The presence of paragraph (a) in this Football Licence does not mean that there are no other essential terms of this Football Licence.

18.4 Termination of Football Sublease

This Football Licence will terminate automatically on termination of the Football Sublease.

19. Notices

19.1 Delivery

(a) Subject to a written document which expressly states that the Parties may communicate in a different way, the Parties must communicate by written notice.

(b) A Party must send a notice to the other Party at the address listed:

Party	Address	Attention	Email
Town	135 Canning Highway, East Fremantle WA 6158	The Chief Executive Officer	admin@eastfremantle.wa.gov.au
Licensor	20 Longstaff Road, Bayswater, Victoria 3153	Deb Graham	Deb.Graham@belgravialeisure.com.au

Licensee	[INSERT DETAILS]	[INSERT DETAILS]	[INSERT DETAILS]

(c) A Party may vary its address by sending a written notice to the other Party.

(d) A Party must use the new address from the time that it receives the notice.

(e) To deliver a notice, a Party must hand deliver, post, or email it to the other Party's address.

19.2 Effect and delivery

(a) A notice takes effect at the time stated in the notice.

(b) If no time is stated then a notice sent by post is deemed to be received:

(i) three days after posting if within Australia; and

(ii) seven days after posting if posted to or from a place outside Australia;

(c) If no time is stated, a notice sent by email is deemed to be received:

(i) at 5.00pm on the Business Day that the notice is sent; or

(ii) if sent after 5.00pm, then on the next Business Day.

20. Dispute Resolution

20.1 Dispute

(a) If a Dispute arises between the Licensee and the Licensor then either Party may give the other Party a Dispute Notice and the Parties are required to discuss the Dispute in good faith and explore the resolution of this Dispute.

(b) If for any reason the Parties have not resolved the Dispute within ten (10) Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause.

(c) Following service of a Dispute Notice and failure to agree the resolution of the Dispute within ten (10) Business Days after the Dispute Notice was given, the Parties are to agree the person to be the Mediator within 15 Business Days after the Dispute Notice was given and jointly appoint that person to mediate the Dispute.

(d) If the Parties cannot reach agreement on the person to be appointed as Mediator within 15 Business Days after the relevant Dispute Notice was given, then:

(i) a Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the Mediator; and

(ii) the Parties must jointly appoint the person nominated under clause 20.1(d)(i).

(e) If the person nominated or appointed is unavailable or unwilling to act and the Parties are unable to agree to appoint another Mediator within 5 Business Days, then clause 20.1(d) applies.

(f) The mediation will be conducted in accordance with the Law Society of Western Australia Model Mediation Rules.

(g) The Model Mediation Rules are deemed to be incorporated into this clause 20.

(h) The Parties will share equally and will be jointly and severally liable to the Mediator for the Mediator's fees for the mediation, unless otherwise agreed.

20.2 Dispute not resolved through Mediation

(a) If the Dispute cannot be resolved through mediation in a manner that is satisfactory to both Parties within 60 Business Days after the relevant Dispute Notice was given, then:

(i) the Dispute must be referred to the CEO for determination in accordance with this subclause 20.2(a); and

(ii) the CEO may either:

(A) make a final determination for the resolution of the Dispute, but only after:

i. giving each Party an opportunity to make written submissions to the CEO;

ii. giving due consideration to any submissions received; and

iii. setting out the reasons for his or her decision in writing; or

(B) appoint an Expert to determine the Dispute for determination in accordance with clause 20.3.

(b) The determination of the CEO in clause 20.2(a)(ii)(A) will be final and binding on the Parties so far as the Law allows except in the case of manifest error (of law or fact) or where a Party has been denied natural justice.

20.3 Expert Determination

(a) The CEO (acting reasonably) will decide:

(i) which type of "Expert" is to be appointed to determine the Dispute; and

(ii) the person to be nominated as that Expert to determine the Dispute.

(b) The Parties must jointly appoint the person nominated by the CEO under clause 20.3(a) to determine the Dispute.

(c) If the person nominated or appointed is unable or unwilling to act, then clause 20.3(a) will apply.

(d) 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 Parties;

(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 20.

(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 a 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 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 the Deed.

(i) The Expert's determination:

(i) is final and binding on the Parties;

(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 made 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, unless an agreement or a determination is made under clause 20.3(j)(ii) as to who should pay for such remuneration; and

(ii) unless the Parties specifically otherwise agree, the Expert will determine which Party or Parties will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party or Parties was at fault or unreasonable in failing to agree to the Dispute, and each Party will bear those costs accordingly.

(k) Nothing, while in Dispute, will relieve the Parties from any of their obligations under the Deed.

(l) Unless otherwise ordered by the Expert under clause 20.3(j)(ii), the Expert's costs shall be paid by the Parties in equal shares and each Party shall pay its own legal and other costs of the Dispute.

20.4 Urgent interlocutory relief

Nothing in this clause 20 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.

21. Further Term

21.1 Further Term

(a) If the Licensee:

(i) has duly and punctually paid the Licence Fee and all other money payable by the Licensee to the Licensor under this Football Licence during the Term; and

(ii) has duly and punctually observed and performed the Licensee's Obligations at all times up to the expiration of the Term,

then, provided the Licensee has first given the Licensor a written notice of exercise of not less than 14 months before the expiration of the Term and the Licensor wishes to take a new lease of the EFCP Premises for the "Further Term" (as that term is defined in the EFCP Lease):

(iii) the Licensor will give the Town a notice to grant the "Further Term" (as that term is defined in the EFCP Lease); and

(iv) if the Town grants the Licensor the "Further Term" (as that term is defined in the EFCP Lease), the Licensor must grant the Licensee, and the Licensee must accept, a licence for the Further Term.

(b) If a licence for the Further Term is granted pursuant to clause 21.1(a), then the new licence will be on and subject to the same terms and conditions as are contained in or implied by this Football Licence except for this provision for renewal, unless there is more than one Further Term in which even the number of Further Terms will be reduced by the Further Term then exercised.

21.2 Variation to extend term of EFCP Lease

Subject to clause 21.5, if the Town and the Licensor extend the term of the EFCP Lease beyond the "Term" (as that term is defined in the EFCP Lease), then subject to the prior written consent of the Minister for Lands, the Licensor must extend this Term for the same extended term as the varied EFCP Lease (less one day).

21.3 New licensor

Subject to clause 21.5, if the Town enters into a new lease of the EFCP Premises (**New EFCP Lease**) with a third party (**New Licensor**) and the EFCP Premises includes the Football Licence Area, then subject to the prior written consent of the Minister for Lands, the Town must cause the New Licensor to grant a licence to the Licensee for the same term as the New EFCP Lease (less one day) (**New Football Licence**).

21.4 Licence rights where no replacement EFCP Lease entered into

Subject to clause 21.5, if the Town does not enter into a New EFCP Lease in respect of the Football Licence Area (with a term to commence immediately after the expiry of the EFCP Lease or New EFCP Lease, as applicable), then subject to the written consent of the Minister for Lands, the Town will grant a new licence in respect of the Football Licence Area (**New Football Licence**) to the Licensee (as licensee) on the following terms:

(a) the term of the New Football Licence will be equal to 20 years less the cumulative term of the Football Licence and the term of any New Football Licence (where applicable); and

(b) the term of the New Football Licence will commence on the date immediately following the expiry of the Football Licence or New Football Licence (as applicable).

21.5 Cumulative terms of Football Licence

The Licensee acknowledges and agrees that the Term, the Further Terms and any extended terms or new terms granted under clauses 21.2, 21.3 and 21.4 must not exceed a total cumulative period of 21 years.

22. Insolvency Event for Licensor

The Licensee and Town acknowledge and agree that:

(a) if an Insolvency Event occurs in relation to the Licensor; or

(b) the EFCP Lease is otherwise terminated,

the Town may by written notice to the Licensee make this Football Licence a licence of the Football Licence Area between the Town as licensor and the Licensee as licensee on the same terms as this Football Licence.

23. General

23.1 Governing law and jurisdiction

The law of Western Australia governs this Football Licence.

23.2 Severance

(a) If a provision of this Football Licence is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Football Licence.

(b) The remaining provisions of this Football Licence remain in full force and effect.

23.3 No waiver

(a) A Party granting a waiver of a right under this Football Licence must give written notice of that waiver, to the Party, which benefits from the waiver.

(b) A Party's failure, partial failure or delay in exercising a right relating to this Football Licence is not a waiver of that right.

(c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Football Licence.

(i) constitutes a waiver of that right; or

(ii) is a defence to its own action or inaction.

(d) The Parties may not waive or vary this clause.

23.4 No Merger and survival

(a) A Party's rights and obligations under this Football Licence do not merge at Termination.

(b) To the extent that a Party has not satisfied an obligation or it is a continuing obligation, that obligation survives Termination.

23.5 Manager

The Licensor may appoint an employee, officer or agent of the Licensor to manage the Football Licence Area and that Manager may represent the Licensor in all matters relating to this Football Licence.

23.6 Entire agreement

(a) This Football Licence constitutes the entire agreement between the Parties in relation to the Licensee's use of the Football Licence Area and supersedes all prior discussions, undertakings and documents.

(b) The Licensee has not been induced to enter into this Football Licence by a statement or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Licensor or Town and or the Licensor's or Town's agents or consultants which is not contained in this Football Licence.

23.7 Relationship

Except where this Football Licence expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

23.8 No assignment

(a) This Football Licence is personal to the Licensee and must not be assigned, sub-licensed or dealt with in any way.

(b) The rights, duties and obligations of the Licensor under this Football Licence may be assigned by the Licensor if the Town has consented to the Licensor's assignment of the EFCP Lease (provided that the assignee under this Football Licence is identical to the assignee under the EFCP Lease).

23.9 Counterparts

This Football Licence may be executed in any number of counterparts. All executed counterparts constitute one document.

23.10 Duty

The Licensee must pay duty and other government imposts relating to this deed and its related documents and transactions.

23.11 Licensor's Agreements and Rights

(a) The Licensor shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Football Licence Area or entering or leaving the Football Licence Area or the Surrounding Area.

(b) The Licensor shall not in any way be responsible for any loss or damage resulting from the theft of any item while on the Football Licence Area.

(c) The Licensor shall not in any way be responsible for any injuries which any person may sustain while in and about or on the Football Licence Area, during

WAFL Match Days or directly related to the Licensee's use of the Football License Area, howsoever occurring.

(d) Subject to the terms of this Licence Agreement and the sublease between the Town, Licensor and the Licensee, the Licensor can grant subleases or other licences of other parts of the Land or the Surrounding Area for any use, and the grant of any sublease or licence may be made without any compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

(e) Subject to clause 8.2, 9.1, the Oval Priority Usage Table and the Precinct Partners Priority Usage Policy, the Licensor can grant licences and other rights over the Football Licence Area.

23.12 Month to month licence

(a) The Licensee may continue to use the Football Licence Area after the Expiry Date with the agreement of the Licensor.

(b) The Licensee's right to use the Football Licence Area beyond the Expiry Date will be on a month to month basis on the same terms and conditions (with appropriate changes made) as are contained

(c) If the Licensee continues to use the Football Licence Area with the agreement of the Town after Termination, then the Licensee will be a monthly licensee on the same terms and conditions (with appropriate changes made) as are contained or implied in this Football Licence, excluding any Further Term.

(d) The monthly licence under this clause 23.12 may be terminated by either the Licensee or the Licensor by that Party giving the other Party 1 months' notice in writing. This notice may be given at any time.

23.13 Western Australian Planning Commission Consent

This Football Licence 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*.

23.14 Section 18 Consent

(a) This Football Licence is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act* 1997 (WA).

(b) Anything required to be done under this Football Licence by the Minister for Lands under this Football Licence may be done by the Minister of 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 Football Licence.

23.15 Consents and approvals

Except as otherwise specifically provided in this Football Licence, any consent or approval which may be granted by the Licensor under this Football Licence may be granted or refused or granted subject to conditions in the absolute discretion of the

Licensor. A consent or approval given by the Licensor to an ongoing course of conduct may be withdrawn at any time.

23.16 Emergency Management

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

(a) the Town will have unfettered access to, and use of, the Football Licence Area at all times (including during any periods in which the Licensee would have priority access under this Football Licence) if required by the Town; and

(b) the Town will take reasonable endeavours to ensure that it gives notice to the Licensee as soon as practicable after it determines its need to use the Football Licence Area in connection with the emergency or natural disaster.

23.17 Workplace Health and Safety Act 2020

(a) The Licensee agrees that even though the Licensee does not have exclusive possession of the Football Licence Area, for the purposes of the *Workplace Health and Safety Act* 2020 (WA):

(i) the Licensee has control of the Oval during the Oval Permitted Period unless the Licensor (at any time) notifies the Licensee otherwise; and

(ii) the Licensee has control of the Building Football Licence Area during WAFL Match Days and EFFC Special Events unless the Licensor (at any time) notifies the Licensee otherwise.

(b) Except to the extent caused by the Licensor or the Town, the Licensee releases and indemnifies and agrees to keep indemnified the Licensor, the Town and the Minister from and against all Claims for or in respect of which the Licensor is or may be or become liable by reason of the *Workplace and Safety Act* 2020 (WA), in respect of the Football Licence Area or the Permitted Use.

(c) Subject to the Licensor's obligations to undertake repairs, maintenance and testing in respect of the Football Licence Area and to comply with the Licensor's obligations under this Football Licence in respect of the Football Licence Area:

(i) the Licensee (and not the Town nor the Licensor) is responsible for the health, safety and wellbeing of the Permitted Persons;

(ii) the Licensee must ensure that the Football Licence Area is in a condition that:

(A) does not pose any obvious and immediate risk to the health or safety of the Permitted Persons; and

(B) appears obviously and immediately suitable for the Permitted Persons to use the Football Licence Area having regard to the particular activity the Permitted Persons are proposing to undertake,

on each occasion that the Permitted Persons access or use the Football Licence Area;

(iii) the Licensee must ensure that the Permitted Persons do not use the Football Licence Area if the area is in a condition that:

(A) poses a risk to the health or safety of the Permitted Persons; or

(B) is not suitable for use, having regard to the particular activity the Permitted Persons undertake.

(d) The Licensee must immediately notify the Licensor of any Hazard and ensure the safety and health of each Permitted Person affected by that Hazard.

23.18 Agent

All acts and things which a Party is required or empowered to do under this Licence may be done by that Party or the solicitor, or other agent or representative specifically authorised in writing served on the other Parties to act on behalf of a Party under this Licence.

23.19 Indemnities

(a) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Football Licence.

(b) Each indemnity given under this Football Licence:

(i) is separate and independent from any other obligation of the Party giving it; and

(ii) is absolute, irrevocable, unconditional and payable on demand.

23.20 Special Conditions

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

Schedule 1

1. Land

Lot 6229 on Diagram 1243 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75..

2. Building Football Licence Area

That part of the Building comprising the Building Football Licence Area 1 and the Building Football Licence Area 2 extending vertically from the upper surface of the floor slab to the under surface of the ceiling above the floor slab on each floor level of those premises and extending horizontally on each floor level to and including the internal surfaces of external walls, the mid or centre line adjoining or internal walls or partitions and to the internal surfaces of external windows, and including all EFCP Services and all Licensor's Property and all Town's Property in that licensed area of the Building.

3. Commencement Date:

The "Commencement Date" of the EFCP Lease (as that term is defined in the EFCP Lease) being [ ].

The Licensor and Licensee authorise the Town or the Town's solicitors to insert this date by hand once known.

4. Term:

5 years (less one day)

5. Expiry Date

The expiry date of the EFCP Lease less one day being [ ].

The Licensor and the Licensee authorise the Town or the Town's solicitors to insert this date by hand once known.

6. Hours of Use

Between the hours of 8:30am and Midnight or as otherwise agreed with the Licensor.

7. Extended Hours of Use

Between midnight and 1am or as otherwise agreed with the Licensor..

8. Licence Fee:

$1.00 (ONE DOLLAR) PER annum plus GST (if demanded by the Licensor).

9. Permitted Use

(a) Oval to accommodate WAFL – men (league, reserves and colts grades) matches and training, WAFL – women (league, reserves and colts grades) matches and training, WAFC Pathway Programs for Under 14s, Under 15s and Under 17s Development Squads, Country Football matches, Community Football matches, School Football matches (on request), Auskick programs and other Australian Rules football activities and other sporting, leisure, recreational and entertainment activities;

(b) outdoor training, education, medical, rehabilitation and recovery activities associated with a WAFL sports organisation for the Oval;

(c) access and egress to and from the administration offices for a WAFL football club for the Building Football Licence Area 2;

(d) kitchen and bathroom facilities servicing the administration offices for a WAFL football club for the Building Football Licence Area 2;

(e) match day activities associated with Australian Rules Football competitions (including away coaches' box and timekeeper box) for the Building Football Licence Area 2;

(f) functions, catering space and food and beverage facilities and EFFC Special Events for the Building Football Licence Area 1; and

(g) seating and standing room for EFFC Club Members and other spectator seating on WAFL Match Days for the Building Football Licence Area 1 and Building Football Licence Area 2.

10. Insured Amount:

$20,000,000

11. Further Term

5 years (less one day) commencing on the day immediately following the Expiry Date.

12. EFFC F&B Payment

If FCE is > (0.73 x FCR)

then:

FB = (1 – (FCE/FCR)) x FCR

If FCE is ≤ ((0.73 x FCR)

then:

FB = 0.27 x FCR

Where:

FB = the EFFC F&B Payment payable to the Licensee in the relevant Quarter.

FCR = the total gross revenue in the Quarter generated by the Food and Beverage Facilities from:

(a) purchases made by EFFC Club Members; and

(b) purchases made during EFFC Events.

FCE = the total expenditure attributable to the Food and Beverage Facilities in the Quarter for:

(a) EFFC Events; and

(b) purchases made by EFFC Club Members.

13. EFFC Discretionary Dividend

$DD = 0.4 x $TSS

Where:

$DD = the EFFC Discretionary Dividend payable to the Licensee in respect of a Licence Year

$TSS = the Town's Surplus Share in the same Licence Year.

14. Special Conditions

14.1 Licensee's right to occupy Tricolore Community Centre

The Licensee and Town acknowledge and agree that the Licensee may remain in occupation of the Tricolore Community Centre until such time as the EFCP has achieved Practical Completion (or such other date as is agreed between the Licensee and the Chief Executive Officer of the Town).

14.2 Release and discharge from Licensee

(a) The Licensee acknowledges and agrees that the Town's payments to the Licensee up to and including 31 December 2023 (which total the sum of $_____) are in full and final satisfaction of all Claims that the Licensee has against the Town in relation to the relocation of the Licensee from its former facilities on the Land to the Tricolore Community Centre and the Town's redevelopment of the Land to construct the EFCP.

(b) .

(c) The Town may plead this special condition 15.2 as an absolute bar to any of the Claims by the Licensee the subject of the release in special conditions 15.2(a) and 15.2(b).

14.3 Review of Operation of Football Licence Area

(a) On or around the second anniversary of the Commencement Date, the Licensee and Licensor shall review and discuss the processes set out in this Football Licence in order to determine whether any amendments can be made to this Football Licence that has the potential to:

(i) improve the performance, amenity or availability of the Football Licence Area to host WAFL Match Days and EFFC Special Events;

(ii) improve coordination as between the Licensor and Licensee;

(iii) minimise the day to day administrative burden of the Licensor or the Licensee in complying with the terms of this Football Licence; or

(iv) facilitate the Licensor to more effectively perform its obligations under this Football Licence.

(b) If, following the discussions set out in special condition 14.3(a), the Licensor and Licensee identify and agree upon any such process improvements, then:

(i) the Licensor and Licensee may discuss the process improvement with the Town; and

(ii) the Licensor, Licensee and the Town may agree to amend the terms of this Football Licence to reflect that process improvement.

(c) If the Licensee, Licensor and the Town cannot agree upon how to amend this Football Licence in accordance with special condition 14.3(b), this unamended Football Licence will continue to apply.

Schedule 2

Oval Permitted Period

Oval Permitted Period	1 January to 30 September in each calendar year
Oval Permitted Period	1 December to 31 December in each calendar year
Oval Maintenance Period	1 October to 30 November in each calendar year

Schedule 3

Oval use during Permitted Period

	Monday – Friday		Saturday	Sunday
	Before 4 pm	After 4pm		
Licensee		Licensee priority for training activities and WAFL Match Days (if applicable)	Licensee priority when the Saturday is a WAFL Match Day	Licensee priority when the Sunday is a WAFL Match Day
Community Use	The Oval will be available for Community Use following consultation with the Licensee during the Oval Permitted Period.	The Oval will be available for Community Use on those weekdays when the Licensee is not conducting training activities and there are otherwise no WAFL Match Days on that weekday	The Oval will be available for Community Use when the Saturday is not a WAFL Match Day	The Oval will be available for Community Use when the Sunday is not a WAFL Match Day

Schedule 4

EFFC Special Events

Date	EFFC Special Event

Schedule 5

WAFL Match Days - Roles & Responsibilities

Area	Licensor Responsibility	Licensee Responsibility	Notes
Security	Booking all security requirements	Provision of volunteers to control access	Security for the EFCP is required in order to meet liquor licensing requirements for the EFCP and the WAFL Requirements.
Parking	Traffic Management Plans	Provision of volunteers to control access	Parking on WAFL Match Days will be in the Moss Street car park and the temporary car park adjacent to Marmion Street.
Food and beverage services	Provision of all food and beverage services	Liaise with Licensor on crowd estimates.	Additional mobile outlets may be required to service anticipated crown numbers. These additional outlets will be organised and arranged by the Licensor.
Function Room operations	Room set up Food service Bar service Staffing	Liaise with Licensor on requirements (including estimated patron numbers).	The Licensee may also seek to use the Group Fitness Room on WAFL Match Days for hospitality.
Playing Surface Set Up	Playing Surface preparation including mowing, line marking and sponsors signage if required.	Sporting equipment set up. E.g. goal post pads, benches.	
Licensee's fence signage around perimeter of Oval.	Approval.	Installation and removal.	It is anticipated that the Licensee's fence signage around the perimeter of Oval

			will remain in place annually

Executed as a Deed:

Executed as a deed for and on behalf of the **Town of East Fremantle** by persons duly authorised to do so under section 9.49A(4) of the *Local Government Act* 1995 (WA)))))	
Authorised person sign	Authorised person sign
Position	Position
Full Name (please print)	Full Name (please print)
Executed as a Deed by **Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463)** as trustee for the Belgravia Leisure Unit Trust under s 127 of the Corporations Act:)))	
Signature of Director	Signature of Director/Company Secretary (Delete title which does not apply)
Print name in full	Print name in full

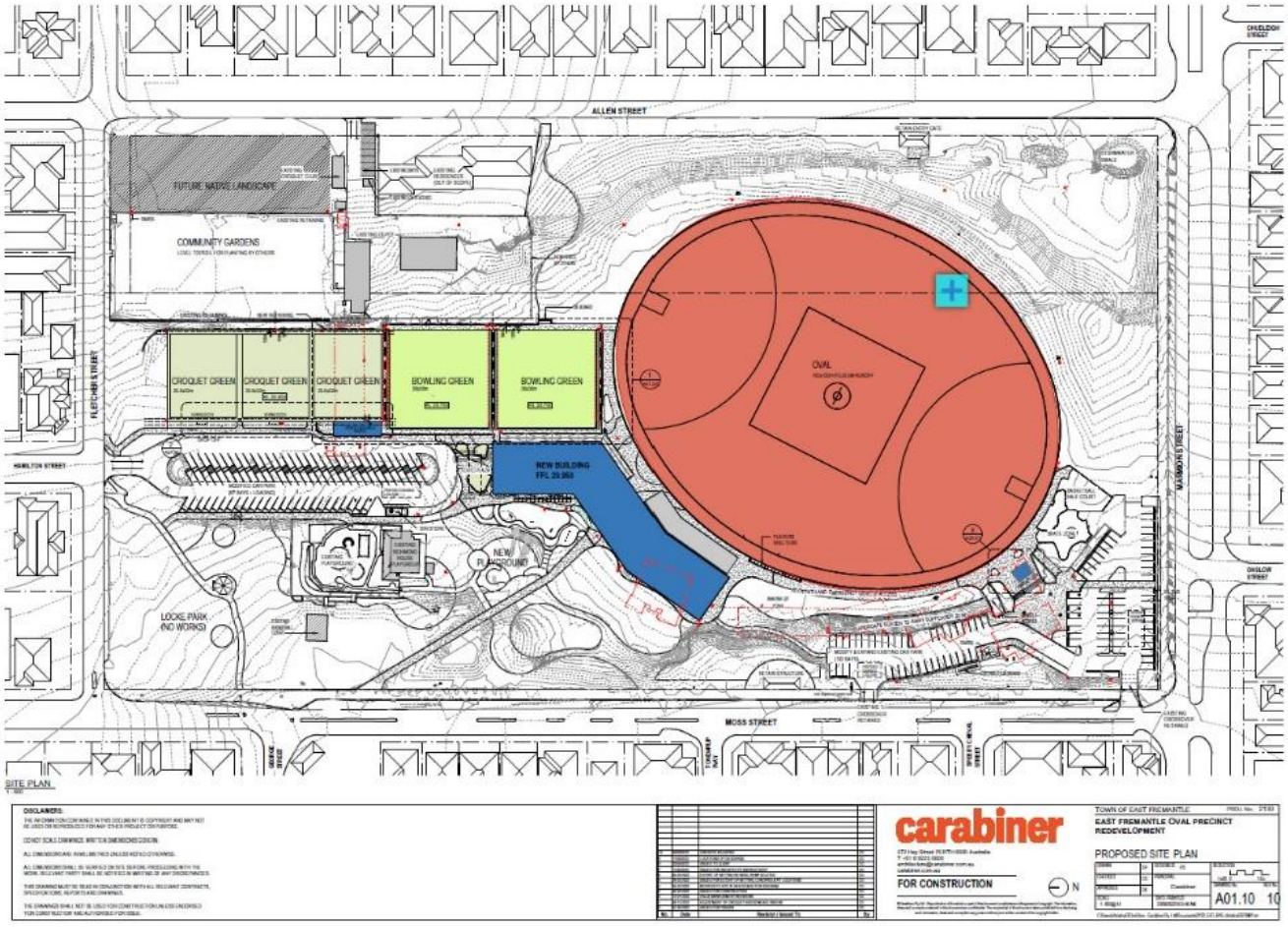
The common seal of **East Fremantle Football Club Inc.** was hereunto affixed to this deed pursuant to the constitution of East Fremantle Football Club Inc. in the presence of each of the undersigned each of whom declares by the execution of this document that he or she holds the office in East Fremantle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

Office Holder Sign	Office Holder Sign (Delete title which does not apply)
Full Name (please print)	Full Name (please print)
Address	Address
Office Held	Office Held

Annexure A

Minister's Consent Letter

Annexure B – EFCP Plan


ALLEN STREET
FUTURE NATIVE LANDSCAPE
COMMUNITY GARDENS
CROQUET GREEN
CROQUET GREEN
CROQUET GREEN
BOWLING GREEN
BOWLING GREEN
OVAL
NEW BUILDING
FFL 33.953
NEW PLAYGROUND
LOCKE PARK (NO WORKS)
FLETCHER STREET
HAMILTON STREET
MARMION STREET
ONSLOW STREET
MOSS STREET
SITE PLAN
DISCLAIMERS:
carabiner
TOWN OF EAST FREMANTLE
EAST FREMANTLE OVAL PRECINCT REDEVELOPMENT
PROPOSED SITE PLAN
FOR CONSTRUCTION
A01.10

Annexure C – Building Plan



GROUND FLOOR GENERAL ARRANGEMENT - OVERALL

DISCLAIMER:

carabiner

TOWN OF EAST FREMANTLE PROJ No. 2130

EAST FREMANTLE OVAL PRECINCT REDEVELOPMENT

GA PLAN GROUND FLOOR

FOR CONSTRUCTION

A02.01 4



FIRST FLOOR GENERAL ARRANGEMENT - OVERALL

DISCLAIMERS:

THE INFORMATION CONTAINED IN THIS DOCUMENT IS COPYRIGHT AND MAY NOT BE USED OR REPRODUCED IN ANY STAGE IN PART OR IN WHOLE WITHOUT PERMISSION.

DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN.

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.

ALL DIMENSIONS SHALL BE VERIFIED ON SITE BEFORE PROCEEDING WITH THE WORK. ALL DISCREPANCIES SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES.

THIS DRAWING MUST BE READ IN CONJUNCTION WITH ALL RELEVANT CONTRACTS, SPECIFICATIONS, REPORTS AND DRAWINGS.

THIS DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS ENDORSED FOR CONSTRUCTION AND AUTHORISED FOR ISSUE.

No.	Date	Revision / Issued To	By
P1	01/08/20	DRAWING PACKAGE	CC
P2	07/08/20	INTERNAL REVIEW	CC
P3	21/08/20	INTERNAL REVIEW	CC
P4	28/08/20	INTERNAL REVIEW	CC
P5	11/09/20	INTERNAL REVIEW	CC
P6	18/09/20	INTERNAL REVIEW	CC
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P405	13/05/28	INTERNAL REVIEW	CC
P406	20/05/28	INTERNAL REVIEW	CC
P407	27/05/28	INTERNAL REVIEW	CC
P408	03/06/28	INTERNAL REVIEW	CC
P409	10/06/28	INTERNAL REVIEW	CC
P410	17/06/28	INTERNAL REVIEW	CC
P411	24/06/28	INTERNAL REVIEW	CC
P412	01/07/28	INTERNAL REVIEW	CC
P413	08/07/28	INTERNAL REVIEW	CC
P414	15/07/28	INTERNAL REVIEW	CC
P415	22/07/28	INTERNAL REVIEW	CC
P416	29/07/28	INTERNAL REVIEW	CC
P417	05/08/28	INTERNAL REVIEW	CC
P418	12/08/28	INTERNAL REVIEW	CC
P419	19/08/28	INTERNAL REVIEW	CC
P420	26/08/28	INTERNAL REVIEW	CC
P421	02/09/28	INTERNAL REVIEW	CC
P422	09/09/28	INTERNAL REVIEW	CC
P423	16/09/28	INTERNAL REVIEW	CC
P424	23/09/28	INTERNAL REVIEW	CC
P425	30/09/28	INTERNAL REVIEW	CC
P426	07/10/28	INTERNAL REVIEW	CC
P427	14/10/28	INTERNAL REVIEW	CC
P428	21/10/28	INTERNAL REVIEW	CC
P429	28/10/28	INTERNAL REVIEW	CC
P430	04/11/28	INTERNAL REVIEW	CC
P431	11/11/28	INTERNAL REVIEW	CC
P432	18/11/28	INTERNAL REVIEW	CC
P433	25/11/28	INTERNAL REVIEW	CC
P434	02/12/28	INTERNAL REVIEW	CC
P435	09/12/28	INTERNAL REVIEW	CC
P436	16/12/28	INTERNAL REVIEW	CC
P437	23/12/28	INTERNAL REVIEW	CC
P438	30/12/28	INTERNAL REVIEW	CC
P439	06/01/29	INTERNAL REVIEW	CC
P440	13/01/29	INTERNAL REVIEW	CC
P441	20/01/29	INTERNAL REVIEW	CC
P442	27/01/29	INTERNAL REVIEW	CC
P443	03/02/29	INTERNAL REVIEW	CC
P444	10/02/29	INTERNAL REVIEW	CC
P445	17/02/29	INTERNAL REVIEW	CC
P446	24/02/29	INTERNAL REVIEW	CC
P447	03/03/29	INTERNAL REVIEW	CC
P448	10/03/29	INTERNAL REVIEW	CC
P449	17/03/29	INTERNAL REVIEW	CC
P450	24/03/29	INTERNAL REVIEW	CC
P451	31/03/29	INTERNAL REVIEW	CC
P452	07/04/29	INTERNAL REVIEW	CC
P453	14/04/29	INTERNAL REVIEW	CC
P454	21/04/29	INTERNAL REVIEW	CC
P455	28/04/29	INTERNAL REVIEW	CC
P456	05/05/29	INTERNAL REVIEW	CC
P457	12/05/29	INTERNAL REVIEW	CC
P458	19/05/29	INTERNAL REVIEW	CC
P459	26/05/29	INTERNAL REVIEW	CC
P460	02/06/29	INTERNAL REVIEW	CC
P461	09/06/29	INTERNAL REVIEW	CC
P462	16/06/29	INTERNAL REVIEW	CC
P463	23/06/29	INTERNAL REVIEW	CC
P464	30/06/29	INTERNAL REVIEW	CC
P465	07/07/29	INTERNAL REVIEW	CC
P466	14/07/29	INTERNAL REVIEW	CC
P467	21/07/29	INTERNAL REVIEW	CC
P468	28/07/29	INTERNAL REVIEW	CC
P469	04/08/29	INTERNAL REVIEW	CC
P470	11/08/29	INTERNAL REVIEW	CC
P471	18/08/29	INTERNAL REVIEW	CC
P472	25/08/29	INTERNAL REVIEW	CC
P473	01/09/29	INTERNAL REVIEW	CC
P474	08/09/29	INTERNAL REVIEW	CC
P475	15/09/29	INTERNAL REVIEW	CC
P476	22/09/29	INTERNAL REVIEW	CC
P477	29/09/29	INTERNAL REVIEW	CC
P478	06/10/29	INTERNAL REVIEW	CC
P479	13/10/29	INTERNAL REVIEW	CC
P480	20/10/29	INTERNAL REVIEW	CC
P481	27/10/29	INTERNAL REVIEW	CC
P482	03/11/29	INTERNAL REVIEW	CC
P483	10/11/29	INTERNAL REVIEW	CC
P484	17/11/29	INTERNAL REVIEW	CC
P485	24/11/29	INTERNAL REVIEW	CC
P486	01/12/29	INTERNAL REVIEW	CC
P487	08/12/29	INTERNAL REVIEW	CC
P488	15/12/29	INTERNAL REVIEW	CC
P489	22/12/29	INTERNAL REVIEW	CC
P490	29/12/29	INTERNAL REVIEW	CC
P491	05/01/30	INTERNAL REVIEW	CC
P492	12/01/30	INTERNAL REVIEW	CC
P493	19/01/30	INTERNAL REVIEW	CC
P494	26/01/30	INTERNAL REVIEW	CC
P495	02/02/30	INTERNAL REVIEW	CC
P496	09/02/30	INTERNAL REVIEW	CC
P497	16/02/30	INTERNAL REVIEW	CC
P498	23/02/30	INTERNAL REVIEW	CC
P499	01/03/30	INTERNAL REVIEW	CC
P500	08/03/30	INTERNAL REVIEW	CC
P501	15/03/30	INTERNAL REVIEW	CC
P502	22/03/30	INTERNAL REVIEW	CC
P503	29/03/30	INTERNAL REVIEW	CC
P504	05/04/30	INTERNAL REVIEW	CC
P505	12/04/30	INTERNAL REVIEW	CC
P506	19/04/30	INTERNAL REVIEW	CC
P507	26/04/30	INTERNAL REVIEW	CC
P508	03/05/30	INTERNAL REVIEW	CC
P509	10/05/30	INTERNAL REVIEW	CC
P510	17/05/30	INTERNAL REVIEW	CC
P511	24/05/30	INTERNAL REVIEW	CC
P512	31/05/30	INTERNAL REVIEW	CC
P513	07/06/30	INTERNAL REVIEW	CC
P514	14/06/30	INTERNAL REVIEW	CC
P515	21/06/30	INTERNAL REVIEW	CC
P516	28/06/30	INTERNAL REVIEW	CC
P517	05/07/30	INTERNAL REVIEW	CC
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P520	26/07/30	INTERNAL REVIEW	CC
P521	02/08/30	INTERNAL REVIEW	CC
P522	09/08/30	INTERNAL REVIEW	CC
P523	16/08/30	INTERNAL REVIEW	CC
P524	23/08/30	INTERNAL REVIEW	CC
P525	30/08/30	INTERNAL REVIEW	CC
P526	06/09/30	INTERNAL REVIEW	CC
P527	13/09/30	INTERNAL REVIEW	CC
P528	20/09/30	INTERNAL REVIEW	CC
P529	27/09/30	INTERNAL REVIEW	CC
P530	04/10/30	INTERNAL REVIEW	CC
P531	11/10/30	INTERNAL REVIEW	CC
P532	18/10/30	INTERNAL REVIEW	CC
P533	25

Annexure D

– Precinct Partners Priority Usage Policy

[insert]

ORM L2C
FORM APPROVED
NO. B4701

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 AS AMENDED

SUB-LEASE (SL)

LEASE NUMBER	DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
	That of the building identified on the Facility Plan annexed to this Sub-Lease as Annexure C, as the "Croquet Building and Stores" erected on Lot 6229 on Diagram 1243, comprising an area of 14 square meters as is contained in the permanent walls shown cross hachured on the Croquet Building and Store Premises Plan annexed to this Sub-lease as Annexure B, and, that part of the building identified on the Facility Plan annexed to this Sub-Lease as Annexure C, as the "New Building" erected on Lot 6229 on Diagram 1243, comprising an area of XX square meters as is contained in the permanent walls shown cross hachured on the New Building Premises Plan annexed to this Sub-lease as Annexure A.	Part	LR3017	75

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

Class A Reserve 24703 for the purpose of Recreation East Fremantle Oval. Management Order. Contains Conditions to be observed. With power to lease for any term not exceeding 50 years, subject to the consent of the Minster for Lands.

SUB-LESSOR (NOTE 3)

Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) of Level 4, 102 Albert Road, South Melbourne, Victoria

SUB-LESSEE (NOTE 4)

East Fremantle Bowling Club Inc. of 44 Moss Street, East Fremantle, Western Australia

TERM OF SUB-LEASE (NOTE 5)

commencing on and expiring on .

TOGETHER WITH:

An option of renewal for 5 years (less one day) commencing and expiring on .

THE SUB-LESSOR as the proprietor of the above LEASE HEREBY SUB-LEASES TO THE SUB-LESSEE the land above described subject to the encumbrances as shown hereon being the (Note 6) Part of the land in the said lease to be held by the Sub-Lessee for the above term at the clear yearly rental of (Note 7).

As provided in the covenants of this Sub-lease

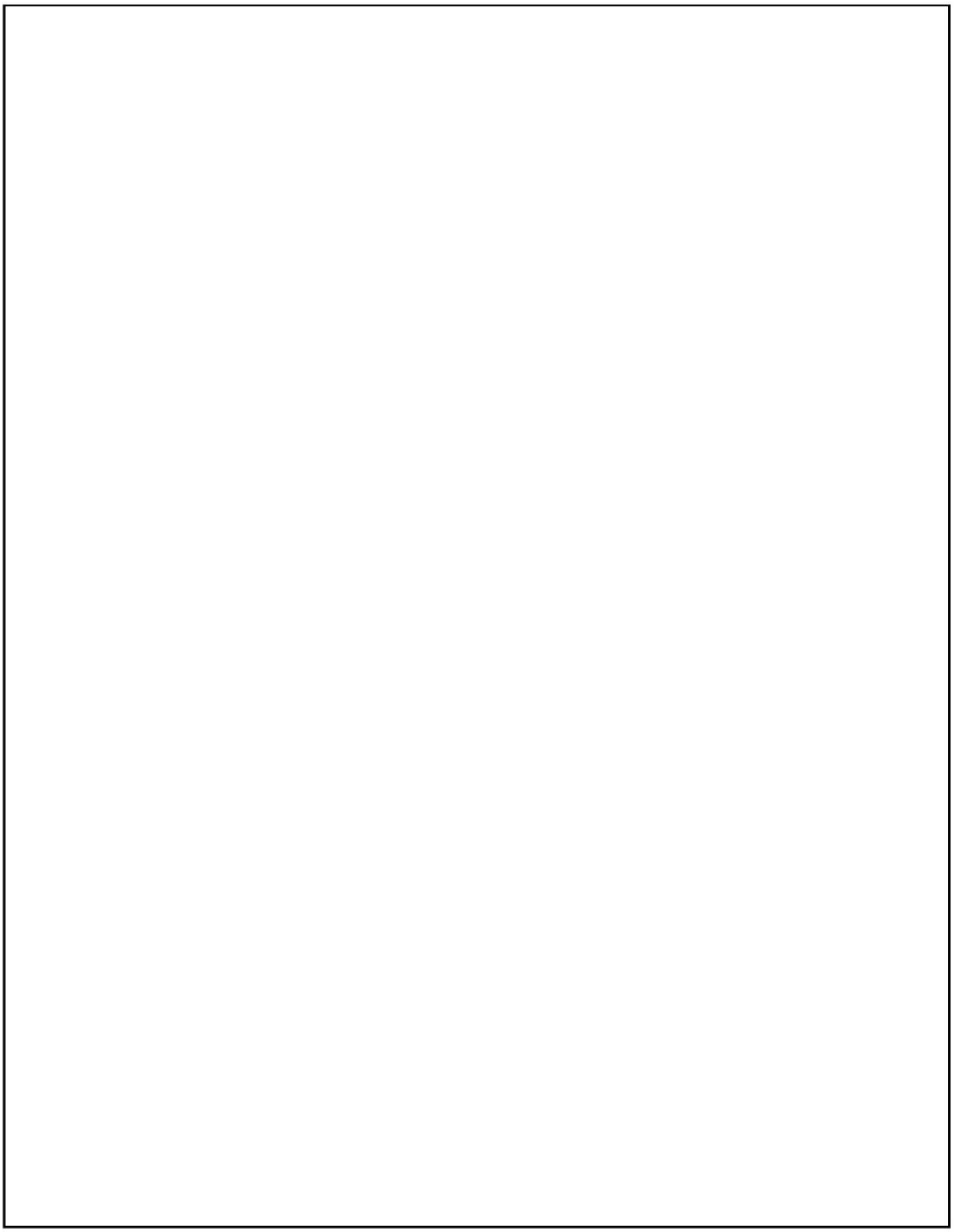
PAYABLE (Note 8)

As provided in the covenants of this Sub-lease

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PAGE 2

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT* 1997 AND THE *TRANSFER OF LAND ACT* 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN



JACKSON McDONALD
MULTI-SECTOR LAW

Bowling Sublease

East Fremantle Oval Precinct – Multipurpose Building

Town of East Fremantle
(ABN 61 054 006 131)
Headlessor

and

Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust
Sublessor

and

East Fremantle Bowling Club Inc.
(ABN 62 036 436 425)
Sublessee

Jackson McDonald
Lawyers
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact Reference:

LHB 3465-9266-9228_2

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Reference Schedule

Particulars

Item 1. Headlessor
(the **Parties**)

Town of East Fremantle ABN 61 054 006 131 of 135 Canning Highway, East Fremantle, Western Australia.

Item 2. Sublessor
(the **Parties**)

Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust of Level 4, 102 Albert Road, South Melbourne, Victoria 3205.

Item 3. Sublessee
(the **Parties**)

East Fremantle Bowling Club Inc. ABN 62 036 436 425 of 44 Moss Street, East Fremantle, Western Australia.

(the **Parties**)

Item 4. Land
(clause 1.1)

Lot 6229 on Diagram 1243 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Item 5. Premises
(clause 1.1)

That part of the Building as is shown hachured and identified as Bowling Sublease Area 1 "Bowls Office" [###]m² on the New Building Premises Plan and Bowling Sublease Area 2 "Store 3" 14 m² of the Croquet Building and Stores Premises Plan and extending vertically from the upper surface of the floor slab to the under surface of the ceiling above the floor slab on each floor level of those premises and extending horizontally on each floor level to and including the internal surfaces of external walls, the mid or centre line adjoining or inter tenancy walls or partitions and to the internal surfaces of external windows, and including all Building Services and all Sublessor's Property and all Headlessor's Property in those premises.

Item 6. Commencement Date
(clause 2.2)

The date immediately after the date of approval of this Bowling Sublease by the Minister for Lands under section 18 of the *Land Administration Act* 1997.

.

Item 7. Term
(clause 2.1)

A term commencing on the Commencement Date and ending on the Expiry Date .

Item 8. Rent
(clause 3.1)

$1.00 (ONE DOLLAR) per annum plus GST (if demanded by the Sublessor).

Item 9. Limitations, Interests, Encumbrances and Notifications
(clause 2.1)

Class A Reserve 24703 for the purpose of recreation East Fremantle Oval Management Order. Contains conditions to be observed. With power to lease for any term not exceeding 50 years, subject to the consent of the Minister for Lands.

Item 10. Insured Amount (Public Liability Insurance)
(clause 5.2)

$20 million.

Item 11. Permitted Use
(clause 7.7)

(a) administration offices for a bowling club and kitchenette for Bowling Sublease Area 1; and

(b) storage for Bowling Sublease Area 2.;

Item 12. Expiry Date
(clause 1.1)

The expiry date of the Headlease less one day being 31 March 2029

The Sublessor and Sublessee authorise the Headlessor or the Headlessor's solicitors to insert this date by hand once known.

Item 13. Further Term
(clause 17)

5 years (less one day) commencing on the day immediately following the Expiry Date.

Item 14. Particulars for service of Notices
(clause 16)

The particulars for service of notices are:

Head Lessor 135 Canning Highway, East Fremantle WA 6158

Email : admin@eastfremantle.wa.gov.au

Attention : The Chief Executive Officer

Sublessor Address : 20 Longstaff Road, Bayswater VIC 3153

	Email : Deb.Graham@belgravialeisure.com.au
	Attention : Deb Graham
Sublessee	Address : ___Fletcher Street, East Fremantle WA 6158
	Email : efbc@bigpond.com
	Attention : Lew Watts

Date 2024

Parties

Headlessor	The person described in Item 1 of the Reference Schedule
Sublessor	The person described in Item 2 of the Reference Schedule
Sublessee	The person described in Item 3 of the Reference Schedule

Recitals

1. The Sublessor has agreed to grant and the Sublessee has agreed to accept a sublease of the Premises on the terms and conditions contained in this Bowling Sublease.

2 The Headlessor has consented to the sublease of the Premises on the terms and conditions of this Bowling Sublease.

This deed provides:

1. Definitions and rules of interpretation

1.1 Definitions

In this Bowling Sublease:

Access Card means a security access key or card or other security access device.

Accountant means a person who is:

(a) qualified as an accountant in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Institute of Chartered Accountants of Australia (Western Australia Branch); and

(d) has not less than 15 years' experience as an accountant, with at least 5 years being in Australia;

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

Architect means a person who is:

(a) qualified as an architect in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Institute of Architects (Western Australia Branch); and

(d) has not less than 5 years' experience in designing buildings and facilities similar to those buildings and facilities to be constructed as part of the Facility.

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 Building or any matter or thing relating to it, including those assessing or imposing local authority or municipal rates, water rates, land tax and metropolitan region improvement tax, and those providing or supplying services and utilities to the Premises.

BEEC means a Building Energy Efficiency Certificate, as defined in the *Building Energy Efficiency Disclosure Act 2010* (Cth).

Bowling Greens means the two synthetic turf bowling greens within the Facility and identified as "Bowling Greens" in the Facility Plan.

Bowling Licence means the non-exclusive licence of the Function Room between the Sublessor as licensor and the Sublessee as licensee executed contemporaneously with this Bowling Sublease.

Bowling Sublease means this deed as amended, varied or supplemented from time to time including any schedule or annexure.

Building means the buildings situated within the Facility and identified as the "New Building" and the "Croquet Building and Stores" on the Facility Plan and includes all the Headlessor's Property and all the Sublessor's Property in the Building and the Building Services.

Building Services means all services supplied to or in the Premises including gas, water, drainage, fresh air, exhaust systems, electricity, sprinkler systems, heating, lighting, lift services, electrical services, electrical power supply, hydraulic services, mechanical services, the air conditioning system, telecommunication services, data transmission services and includes the Headlessor's Property.

Business Day means a day not being a Saturday, Sunday, public holiday or bank holiday in Perth.

CEO means the Chief Executive Officer of the Headlessor.

Claim means any claim, demand or cause of action including any claim, demand or cause of action arising from a breach of this Bowling Sublease:

(a) based in contract (including breach of warranty);

(b) based in tort (including misrepresentation or negligence);

(c) under common law or in equity;

(d) under any Law; or

(e) under the *Competition and Consumer Act 2010* (Cth), or any similar Law in Western Australia.

Commencement Date means the date specified in Item 6 of the Reference Schedule.

Contamination has the same meaning as defined in the *Contaminated Sites Act 2003* (WA).

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

Croquet Building & Stores Premises Plan means the premises plans annexed as Annexure B.

Croquet Courts means the three croquet courts situated within the Facility and identified as "Croquet Greens" on the Facility Plan.

Default Rate means 15% per annum.

Dispute means any dispute arising out of this Bowling Sublease.

Dispute Notice means a notice identifying the particulars of this Dispute.

Encumbrance means each encumbrance, interest, limitation and notification whether or not appearing on the certificate of title to the Land and the registered plan of survey in relation to the Land as at the Commencement Date.

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 or occurrence described in clause 12.1 or elsewhere in this Bowling Sublease as an Event of Default.

Expert means:

(a) an Accountant;

(b) an Architect;

(c) a Legal Practitioner;

(d) a Quantity Surveyor;

(e) a Valuer;

(f) any other person with suitable qualifications and experience appropriate to determine the Dispute,

appointed under clause 20.3 to determine the Dispute.

Expiry Date means the expiry of this Bowling Sublease being the date specified in Item 12 of the Reference Schedule.

Facility means all the buildings and improvements on the Land from time to time making up the East Fremantle Oval Precinct and includes the Building, the Building Services, the Oval, the Croquet Courts and the Bowling Greens and all of the Headlessor's Property.

Facility Plan means the site plan annexed at Annexure C.

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

Fire Fighting Equipment means all stop-cocks, hydrants, alarms, drench curtains, fire sprinkler systems, hoses, extinguishers or other fire prevention equipment in or serving the Premises.

Function Room means that part of the Building used as a multipurpose function room being an area excluded from the Premises and more particularly defined in the Bowling Licence.

Further Term means the further term or terms (if any) specified in Item 13 of the Reference Schedule.

GST means a tax imposed on a Party under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hazard means anything occurring on or emanating from the Premises that may cause injury to a person or harm to the health of a person.

Hazardous Materials 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.

Headlease means the lease of the Head Lease Premises between the Headlessor as lessor and the Sublessor as lessee dated 2 April 2024.

Headlease Premises means that part of the Land that is the subject of the Headlease.

Headlessor means the person specified in Item 1 of the Reference Schedule and that person's successors, executors, administrators, assigns and transferees and includes the person entitled to possession of the Premises at termination of the Headlease.

Headlessor's Assets means those items of the Headlessor's Property that may be subject to the PPSA.

Headlessor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Headlessor from time to time located or contained in the Facility (including the Premises), including floor coverings and window treatments

Insolvency Event means:

(a) in the case of a body corporate:

(i) an order is made that the body corporate be wound up;

(ii) a liquidator or provisional liquidator of the body corporate is appointed, by court order or otherwise;

(iii) a meeting is convened or a resolution is passed to appoint an administrator of the body corporate;

(iv) 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;

(v) 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 Sublessor;

(vi) a resolution is passed to wind up or dissolve the body corporate;

(vii) the body corporate is dissolved;

(viii) the body corporate is insolvent under s 95A(2) of the Corporations Act;

(ix) any event mentioned in ss 459C(2)(a)-(f) of the Corporations Act occurs in respect of the body corporate;

(x) the appointment of an administrator or a controller, as defined by the Corporations Act, in respect of the body corporate, or the appointment of a receiver, manager, or receiver and manager of the whole or part of the assets and undertaking of the body corporate; or

(xi) an event occurs in relation to the body corporate which has a substantially similar effect as an event listed in this clause under the Law of any applicable jurisdiction; and

(b) in the case of an individual:

(i) the person proposes or enters into an arrangement or composition with a creditor;

(ii) the person proposes or enters into an assignment for the benefit of one or more creditors;

(iii) the individual commits an act of bankruptcy under the *Bankruptcy Act 1966* (Cth); or

(iv) anything occurs in relation to the individual which has a substantially similar effect to any of the things listed in this cause under the Law of any applicable jurisdiction.

Insurable Risks means any one or more of the risk of:

(a) loss or damage to the Premises or the Facility from all insurable causes;

(b) breakdown of plant and machinery;

(c) sprinkler leakage and water damage;

(d) an event covered by the Sublessor's public liability insurance;

(e) an event covered by the Headlessor's public liability insurance;

(f) liability under workers compensation Claims or statutory liability in relation to the Sublessor's employees employed in relation to the Premises or the Facility;

(g) liability under workers compensation Claims or statutory liability in relation to the Headlessor's employees employed in relation to the Premises or the Facility;

(h) each consecutive period of 12 months from and including the 1st day of July in each year during the Term; and

(i) any other risk related to the Sublessor's interest or the Headlessor's interest in the Premises or the Facility.

Insurance Premiums means the premiums for all insurances effected by the Sublessor or the Headlessor (as applicable) for the Insurable Risks.

Insured Amount means the amount specified in Item 10 of the Reference Schedule.

Land means the land specified in Item 4 of the Reference Schedule.

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.

Legal Practitioner means a person who:

(a) has a current and valid Practising Certificate (as defined in the *Legal Profession Act* 2008 (WA));

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Law Society of Western Australia; and

(d) not less than 15 years' experience in property law, involving major developments, in the Perth metropolitan area.

Limitations, Interests, Encumbrances and Notifications means those limitations, interests, encumbrances and notifications specified in Item 9 of the Reference Schedule.

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).

Manager means any person appointed by the Sublessor to manage the Premises under clause 21.11.

Mediator means a legal practitioner who:

(a) is a National Mediator Accreditation System accredited mediator;

(b) is listed on the Law Society Panel of Mediators of the Law Society of Western Australia;

(c) practises in commercial and property disputes; and

(d) is independent from any of the Parties to the Dispute.

month means a calendar month.

NABERS means the National Australian Built Environment Rating System, being the national initiative managed by the New South Wales Office of Environment and Heritage.

New Building Premises Plan means the premises plan annexed as Annexure A.

OSH Incident means:

(a) an actual or suspected breach of any requirement under OSH Legislation by the Sublessor, the Sublessee or any Permitted Person;

(b) an incidence of personal injury or harm caused to a person at the Premises;

(c) an event that gives rise to a risk to the safety and health of a person, whether or not that event must be reported under OSH Legislation;

(d) the issue of any notice or direction by an authorised person under the OSH Legislation to the Landlord, the Sublessee or any Permitted Person which directly or indirectly relates to the use of the Premises; and

(e) the commencement of any inquiry or investigation undertaken by an authorised person under the OSH Legislation which directly or indirectly relates to the use of the Premises.

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 Landlord, the Sublessee or any Permitted Person by an Authority under those work health and safety Laws.

Oval means the 165m x 130m (plus 5m runoff) Australian Rules Football oval situated within the Facility and identified as "Oval" in the Facility Plan.

Party means the Headlessor, the Sublessor or the Sublessee according to the context.

Permitted Person means the Sublessee's members, officeholders, guests, employees, agents, contractors, customers, invitees, licensees or visitors, including the employees and sub-contractors of the Sublessee's agents and contractors.

Permitted Use means the use specified in Item 11 of the Reference Schedule.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

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

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

Premises means the premises described in Item 5 of the Reference Schedule and includes all buildings and improvements on the Premises, the Building Services and the Headlessor's Property.

Premises Plans means the premises plans annexed as Annexure A and Annexure B.

Quantity Surveyor means a person who:

(a) is independent from any of the Parties to the Dispute;

(b) at the time of nomination is a member of the Australian Institute of Quantity Surveyors (Western Australia Branch); and

(c) has at least 5 years' experience in quantity surveying properties similar to the Building.

Rates and Taxes means the aggregate in each Sublease Year of the rates, taxes, charges or impositions levied, charged or assessed in relation to the Premises, the Building, the Land, or the ownership or occupation of them, including:

(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;

(c) charges for water consumption;

(d) State and Commonwealth land tax and charges;

(e) Metropolitan Region Improvement Tax and any other region improvement tax;

(f) car parking fees, charges, taxes, levies and impositions; and

(g) any other rate, tax or imposition.

Rent means the amount specified in Item 8 of the Reference Schedule as is reviewed in accordance with the rent review provisions of this Bowling Sublease.

Requirement means a condition of approval or consent, requirement, notice, order or direction of any Authority.

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, sewerage, water, drainage, electricity, waste removal, telecommunications, internet and data transmission services.

State means the state of Western Australia.

Sublease 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.

Sublessee means the person specified in Item 3 of the Reference Schedule and that person's successors, executors, administrators and permitted assigns and, where not contrary to the context, includes any sublessee.

Sublessee's Insurer means an insurance company:

(a) authorised to carry on business under the *Insurance Act 1973* (Cth); and

(b) that has a Standard and Poors AAA rating.

Sublessee's Obligations means the several obligations contained or implied in this Bowling Sublease, which the Sublessee must observe and perform.

Sublessor means the person specified in Item 2 of the Reference Schedule and that person's successors, executors, administrators, assigns and transferees and includes the person entitled to possession of the Premises at Termination.

Sublessor's Assets means those items of the Sublessor's Property that may be subject to the PPSA.

Sublessor's Obligations means the several obligations contained or implied in this Bowling Sublease, which the Sublessor must observe and perform.

Sublessor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Sublessor from time to time located or contained in the Facility (including the Premises).

Term means the term of this Bowling Sublease specified in Item 7 of the Reference Schedule and where the context permits includes any Further Term, any other renewal of this Bowling Sublease 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.

Valuer means a person who:

(a) is licensed under the Land Valuers Licensing Act 1978 (WA);

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Property Institute (Inc.) (Western Australia Division); and

(d) has not less than 5 years experience in valuing land and developments, similar to the Facility.

Works Conditions means that:

(a) the works must be performed:

(i) at the Sublessee's cost (including the Sublessor's reasonable costs incurred in connection with the works, which include the Sublessor's reasonable administrative and other reasonable costs of giving consent, and the reasonable fees of any architect or other consultant used by the Sublessor 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 Sublessor, acting reasonably;

(iii) by a contractor:

A. nominated by the Sublessee and approved by the Sublessor, acting reasonably; and

B. who has provided evidence to the Sublessor that it carries an insurance policy or policies covering public liability with a level of cover acceptable to the Sublessor and appropriate contract construction risk, workers compensation and other usual insurances, which note the interest of the Sublessor;

(iv) under the supervision of a person nominated by the Sublessee and approved by the Sublessor, acting reasonably;

(v) in accordance with all Laws and Requirements;

(vi) in accordance with plans and specifications approved by the Sublessor (which approval must not be unreasonably withheld) and subject to any conditions that the Sublessor imposes on its consent (which conditions (if any) must be reasonable);

(vii) in accordance with and only after obtaining the approvals of all relevant Authorities;

(viii) only after providing copies to the Sublessor of all approvals from relevant Authorities in relation to the works before carrying out the works; and

(ix) in accordance with the then current fitout manual (if any) for the Premises; and

(b) once the works are complete the Sublessee must:

(i) provide as-built drawings for the Premises layout and services to the Sublessor; 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 Sublessor (but in any event within 40 Business Days after completion) to the Sublessor.

1.2 Interpretation

(a) This interpretation clause applies unless inconsistent with the context.

(b) The headings and an index have been inserted for convenience only and do not affect the interpretation of this Bowling Sublease.

(c) If a word or phrase is defined, then its other grammatical forms have a corresponding meaning.

(d) The singular includes the plural and vice versa.

(e) A reference to a gender includes any gender.

(f) A reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Bowling Sublease.

(g) A reference to this Bowling Sublease includes an annexure.

(h) The word *includes* and similar words are not words of limitation and do not restrict the interpretation of a word or phrase in this Bowling Sublease.

(i) A reference to a document includes a variation or replacement of it.

(j) A reference to a statute includes its subordinate legislation and a modification, replacement or re-enactment of either.

(k) A reference to *person* includes a reference to:

(i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity;

(ii) if the person is an individual, the person's personal representatives and assigns; and

(iii) if the person is not an individual, the person's successors and assigns.

(l) A reference to a thing, including a right, is a reference to either the whole thing or a part of the thing.

(m) Part performance of an obligation does not constitute performance of an obligation.

(n) An agreement, representation or term of this Bowling Sublease in favour of or on the part of two or more people benefits or binds them jointly and severally.

(o) Subject to context, a reference in the GST clause to a term defined or used in the GST Act has the meaning given to that term in the GST Act.

(p) A reference to currency is to the Australian currency.

(q) A reference to time is to Perth, Western Australia time.

(r) if the date on which a thing must be done is not a Business Day, then that thing must be done on the next Business Day.

(s) A reference to a day is a reference to the period which starts at midnight and ends 24 hours later.

(t) If a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event.

(u) The Sublessee's Obligations are binding on and enforceable against the Sublessee and any occupier of the Premises.

(v) If an organisation or rating tool no longer exists or is no longer relevant, then:

(i) a reference to that organisation or rating tool is a reference to its successor or replacement; or

(ii) if there is no successor or replacement, then it is a reference to the organisation or rating tool that the Sublessor considers most appropriate.

(w) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Bowling Sublease or any part of it.

1.3 Local Government Laws prevail

In the event of any inconsistency between:

(a) an obligation, right or power of either the Sublessee or the Sublessor under this Bowling Sublease; and

(b) an obligation, right or power of the Headlessor under the Local Government Laws,

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

1.4 No fetter

Nothing in or arising out of this Bowling Sublease in any way:

(a) diminishes the Headlessor's rights and powers; or

(b) fetters any discretion that the Headlessor has,

under the Local Government Laws.

2. Bowling Sublease

2.1 Grant of Bowling Sublease

The Sublessor grants to the Sublessee as subtenant a sublease of the Premises for the Term subject to the Limitations, Interests, Encumbrances and Notifications and to the Sublessor's right of termination contained in clause 12.1.

2.2 Term

The Term of this Bowling Sublease begins on the Commencement Date and, subject to clause 12.1 ends on the Expiry Date.

3. Rent

3.1 Rent

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

3.2 Payment of Rent

(a) The Rent is payable annually in advance, with the first payment to be made on the Commencement Date and subsequent payments to be made on the anniversary of the Commencement Date in each Sublease Year.

(b) The Rent must be paid:

(i) without any deduction or set-off, whether arising at Law or in equity;

(ii) subject to clause 3.2(b)(iii), to the Sublessor at its address stated in this Bowling Sublease or at any other address as may be notified in writing to the Sublessee; and

(iii) if requested by the Sublessor, by direct debit from the Sublessee's bank account into a bank account nominated by the Sublessor.

4. Other payments

4.1 Sublessee will pay no Rates and Taxes

For the duration of the Term, the Sublessee will pay no Rates and Taxes in respect of the Premises or the occupation and ownership of the Premises.

4.2 No payment by Sublessee for Services

The Sublessee will pay no charges and meter rentals for Services consumed on or for the Premises or any electricity consumed by any air conditioning plant used for the Premises.

4.3 Insurance

On or before the date specified by the Sublessee's Insurer, the Sublessee must pay to the Sublessee's Insurer the premiums owing for the insurance policies required to be taken out and maintained by the Sublessee under this Bowling Sublease.

4.4 Legal costs

(a) Each Party will bear their own costs in relation to the preparation, negotiation, amendment, variation and execution of this Bowling Sublease.

(b) The Headlessor will pay the costs and disbursements relating to:

(i) the registration of this Bowling Sublease; and

(ii) the preparation of any deposited or survey plan or premises plan.

4.5 Interest on arrears

If the Sublessee fails to make any payment to the Sublessor which is required under this Bowling Sublease, the Sublessee must pay interest to the Sublessor on the outstanding money at the Default Rate calculated daily on the money from the due date for payment until actual payment of the outstanding payment and interest on it.

4.6 GST liability

(a) Subject to an express clause to the contrary, an amount referred to in this Bowling Sublease which is relevant in determining a payment that one Party must make to another Party is exclusive of GST.

(b) The Parties agree that:

(i) GST is payable in respect of any taxable supply made under this Bowling Sublease;

(ii) in respect of any taxable supply made under this Bowling Sublease, 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 Bowling Sublease;

(iii) 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;

(iv) if a Party is entitled to be reimbursed for an expense or outgoing incurred in relation to this Bowling Sublease, 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;

(v) 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 for an adjustment that arises from an adjustment event relating to that taxable supply; and

(vi) if there is an adjustment to the consideration payable for a taxable supply which gives rise to an adjustment event, then:

A. the Parties must recalculate the GST liability for that taxable supply based on the adjusted consideration;

B. the Parties must recalculate the amount in the manner set out in this clause; and

C. a Party must make an appropriate payment on account of an adjusted GST liability.

5. Indemnity and insurance provisions

5.1 Sublessee's indemnity

(a) Except to the extent caused by any act, neglect, default or omission of the Sublessor, or its agents, contractors or employees, the Sublessee indemnifies the Sublessor, the Headlessor and the Minister for Lands against all Claims, including legal and investigative costs and expenses, which the Sublessor, the Headlessor and the 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 any other part of the Facility or the use by the Sublessee of the Premises or any other part of the Facility to the extent caused or contributed to by any act, neglect, default or omission by the Sublessee or by a Permitted Person or by any other person on the Premises or any other part of the Facility, with the Sublessee's express or implied consent.

(b) The Sublessee indemnifies the Sublessor, the Headlessor and the Minister for Lands against all loss and damage to the Premises and to any other part of the Facility caused by the negligent use or misuse, waste or abuse of water, gas or electricity supplied to the Premises or to the Sublessee in connection with the Premises or the use of the Premises or by faulty sanitary, water, gas or electric pipes, wire, fittings or fixtures fixed or installed in the Premises by the Sublessee or by a Permitted Person, except to the extent that such loss or damage is caused by any act, neglect, default or omission of the Sublessor, or its agents, contractors or employees.

(c) To the extent permitted by Law, the Sublessee indemnifies the Sublessor, the Headlessor 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),

caused by, arising out of, or in connection with the Sublessee's or a Permitted Person's use of the Premises or any other part of the Facility, except to the extent that such Claims are caused by any act, neglect, default or omission of the Sublessor, or its agents, contractors or employees.

5.2 Indemnity insurance policy

The Sublessee must, before the Commencement Date, take out and at all times keep in force with the Sublessee's Insurer, on behalf of the Sublessee and naming both the Sublessor and the Headlessor as an "interested party" under such policy, 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 Sublessor may reasonably require.

5.3 Insurance against fire and other risks

(a) The Sublessee must, before the Commencement Date, take out and at all times keep in force to the satisfaction of the Sublessor with the Sublessee's Insurer, on behalf of the Sublessee and naming both the Sublessor and the Headlessor as an "interested party" under such policy:

(i) a policy of insurance to cover all of the Sublessee's fixtures, fittings, equipment and furnishings 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;

(ii) a policy of employer's indemnity insurance;

(iii) a policy of volunteer personal accident insurance;

(iv) insurances which are required by Law, or which are from time to time specified in writing to the Sublessee as being, in the Sublessor's reasonable opinion, policies of insurance which a prudent subtenant should take out.

5.4 Sublessor's rights

If the Sublessee does not take out and keep in force any insurance policy it is required to maintain under this Bowling Sublease, then the Sublessee:

(a) irrevocably appoints the Sublessor its attorney to do all things and sign all documents necessary to give effect to the Sublessee's insurance obligations at the Sublessee's cost; and

(b) assigns to the Sublessor all its rights and benefits under any insurance policy, including the right to any money received by the Sublessee, to secure the Sublessee's insurance obligations under clauses 5.2 and 5.3.

5.5 Produce certificates of currency

Before the Commencement Date, the Sublessee must produce to the Sublessor certificates of currency issued by the Sublessee's Insurer and at any time on demand during the Term produce updated certificates of currency for them.

5.6 Increase in Sublessor's fire insurance premium

(a) The Sublessee must not bring onto or keep in the Premises anything of a flammable, dangerous or hazardous nature and not without the written consent of the Sublessor bring onto or keep anything or do any act in the Premises which may increase the rate of the Insurance Premiums.

(b) If the Sublessee or a Permitted Person brings onto or keeps in the Premises anything of the nature described in clause 5.6(a) or does any such act in the Premises, then without limiting any other rights of the Sublessor, the Sublessee must, on demand, pay to the Sublessor the amount of any increased Insurance Premium.

(c) If the Sublessee or a Permitted Person does or permits to be done any act which has the effect of invalidating or avoiding any insurance policy taken out by the Sublessor or the Headlessor, then without limiting any other right of the Sublessor, the Sublessee will be responsible for, and must pay on demand, any damage or loss which the Sublessor suffers as a result.

6. Repair and maintenance by Sublessee

6.1 Repair and maintain

(a) The Sublessee must at the Sublessee's own expense repair, maintain and keep the Sublessee's fixtures, fittings, equipment and furnishings:

(i) in good and substantial repair order and condition; and

(ii) so that they remain in at least the same condition as at the Commencement Date.

(b) The obligations of the Sublessee under clause 6.1(a) do not extend to repairs due to fair wear and tear consistent with normal use.

(c) Subject to clause 6.1(d), the Sublessee has no obligation to repair, maintain and keep the Premises in good and substantial repair, order and condition.

(d) The Sublessee must, at the Sublessee's own expense, repair any damage or disrepair to the Premises, its surroundings and any other part of the Facility caused by any deliberate or wilful act or omission of the Sublessee.

6.2 Clean

The Sublessee must:

(a) not allow any rubbish, trade waste, cartons, boxes, containers, produce or accumulation of useless property within the Premises or in its vicinity and not leave rubbish bins or other containers outside the Premises except in areas designated for that purpose by the Sublessor; and

(b) dispose of and store, and ensure all Permitted Persons dispose of and store all general waste and all recyclable materials within the waste collection points

and the recyclable materials collection points in the Premises from time to time designated for the purpose by the Sublessor.

6.3 Sublessor's right to view and repair

(a) The Sublessee must allow the Sublessor, its employees, agents and independent contractors to enter the Premises at all reasonable times and on reasonable notice (except in the case of emergency, when no such notice is required):

(i) to view the Premises; and

(ii) with all necessary materials and appliances to execute and carry out any required repairs or maintenance as the Sublessor thinks fit.

(b) In addition to the rights of the Sublessor to enter after notice to the Sublessee, the Sublessee must allow the Sublessor and the Sublessor's employees, agents and independent contractors to enter the Premises at all times with all necessary materials and equipment and without previous notice to carry out any repairs which in the Sublessor's opinion are of an emergency nature.

(c) Nothing in this Bowling Sublease requires the Sublessor to, and the Sublessee agrees that the Sublessor is not required to:

(i) do or be liable for any repair or maintenance of the Premises;

(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.

(d) In the event of any inconsistency between the terms of this Bowling Sublease and clause 6.3(c), clause 6.3(c) will prevail.

6.4 Notice of damage

As soon as the Sublessee becomes aware of any accident to, defect in or damage to the Premises it must notify the Sublessor in writing.

7. Sublessee's use of premises

7.1 Alterations to the Premises

The Sublessee must not:

(a) make any alterations, modifications, improvements or additions to the Premises; or

(b) interfere with, alter or make any connection to the Building Services, the Headlessor's Property and the Sublessor's Property,

unless the Sublessee:

(c) obtains the Sublessor's prior written consent, which:

(i) may be granted or withheld at the Sublessor's discretion; and

(ii) may be given conditionally or unconditionally in all cases; and

(d) in undertaking any works, complies with the Works Conditions.

7.2 Signage

(a) Subject to clause 7.2(b), the Sublessor grants to the Sublessee the right to install, replace and maintain signs at the Sublessee's expense on the external walls of the Premises at such locations and of the description as may be agreed by the Sublessor, subject to the Sublessee obtaining all necessary permits from the relevant authorities, together with all ancillary and incidental rights of entry by the Sublessee 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 Sublessor to the Sublessee under clause 7.2(a):

(i) only permits the installation and display of signs identifying the Sublessee's identifying name, image or logo as a sporting club;

(ii) does not authorise the installation and display of any third party advertising signage on any external parts of the Premises without the Sublessor's prior written consent, which:

A. may be granted or withheld at the Sublessor's discretion; and

B. may be given conditionally or unconditionally in all cases; and

(iii) subject to clause 7.2(c), does not authorise the Sublessee to name the Premises (or any external parts of the Premises) or enter into any third party signage, naming rights or sponsorship arrangements for all or any part of the Premises, without the Sublessor's prior written consent, which:

A. may be granted or withheld at the Sublessor's discretion; and

B. may be given conditionally or unconditionally in all cases.

(c) Subject to clause 7.2(f) and clause 7.6(a)(vii), the Sublessor grants to the Sublessee the right to name the internal office area comprising that part of the Premises identified as Bowling Sublease Area 1 on the Premises Plans.

(d) The Sublessor must not materially inhibit or allow to be materially inhibited visibility of any permitted sign of the Sublessee on the Premises in the Facility

without the prior consent in writing of the Sublessee, which consent is not to be unreasonably withheld.

(e) The Sublessor must, at the Sublessor's expense, install electricity supply cables to all signs of the Sublessee requiring electricity supply permitted under clause 7.2(a).

(f) The Sublessee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or sponsorship arrangements involving or relating to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements and any other goods, services or activities that in the reasonable opinion of the Sublessor is considered illegal, immoral, anti-social or offensive to the public.

7.3 Comply with Laws and requirements

(a) The Sublessee must use the Premises only for lawful purposes.

(b) The Sublessee must:

(i) only use the Premises in a manner that is consistent with the reserve purpose for the Land;

(ii) comply with the terms of any management order that applies to the Land; and

(iii) not do anything that would result in the Sublessor and or the Headlessor being in breach of any reserve purpose or management order that applies to the Land or any provision of the *Land Administration Act* 1997.

(c) The Sublessee must punctually comply with and observe at the Sublessee's expense all present and future Laws and Requirements which relate to:

(i) the Premises;

(ii) the use of the Premises (other than in relation to structural matters);

(iii) the number or sex of the people working in or from or at any time occupying or visiting the Premises.

(d) All works which the Sublessee is required to carry out under this clause must be carried out in accordance with the Works Conditions.

(e) If the Sublessee does not comply with the requirements of clauses 7.3(a) to (d), the Sublessee must:

(i) allow the Sublessor and the employees, agents and independent contractors of the Sublessor to enter the Premises at any time with all necessary materials and appliances for the purpose of complying with the Sublessee's Obligations under this clause;

(ii) pay to the Sublessor on demand any expense incurred by the Sublessor in doing so; and

(iii) indemnify the Sublessor against any loss or liability incurred by the Sublessor arising from the non-compliance.

7.4 Comply with Sublessor's directions

The Sublessee must comply with any reasonable direction, order or request of the Sublessor and the Manager.

7.5 Sublessee's Operational Obligations

The Sublessee must during its occupation of the Premises:

(a) advise the Sublessor of the private address and telephone number of the Sublessee, or the Chairman or other responsible officeholder of the Sublessee, and must keep the Sublessor or the Manager informed of any change of this address or telephone number;

(b) secure the Premises against unauthorised entry at all times when the Premises are left unoccupied; and

(c) not do anything by which the work or efficiency of the air conditioning plant servicing the Premises may be detrimentally affected.

7.6 Restrictions on use of Premises by Sublessee

(a) The Sublessee must not:

(i) smoke tobacco or any other substance or use e-cigarettes, vaporisers or other electronic smoking implements, and the Sublessee must ensure that no Permitted Person:

A. smokes tobacco or any other substance; or

B. uses e-cigarettes, vaporisers and any other electronic smoking implements,

in any part of the Premises 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;

(iii) sell or permit the sale of any alcohol from the Premises;

(iv) use or permit to be used any of the Sublessor's Property or Building Services other than for their designed purposes;

(v) sell any of the Headlessor's Property or the Sublessor's Property;

(vi) grant or allow to arise any Security Interest in the Headlessor's Property or the Sublessor's Property;

(vii) do anything on the Premises which in the reasonable opinion of the Sublessor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage

whether to the Sublessor or to other owners, occupiers, tenants or users of land in the vicinity of the Premises;

(viii) install anything in or on the Premises that overloads the Building Services or other cables, switchboards, circuits or sub-boards through which electricity is conveyed to or through the Premises;

(ix) do or permit anything to be done on the Premises which in the reasonable opinion of the Sublessor will result in noise or behaviour that will have an adverse impact on the amenity of nearby residents;

(x) sleep at the Premises;

(xi) burn any rubbish or waste at the Premises;

(xii) keep any animal or bird at the Premises; or

(xiii) permit another person to do any of these things.

(b) This clause 7.6 does not prohibit activities within the Premises which are Permitted Uses.

7.7 Use of Sanitary appliances

The Sublessee must not use or permit to be used the lavatories, grease traps and other sanitary appliances installed in the Premises or elsewhere in the Building for any purpose other than that for which they were constructed and not throw or cause or allow to be thrown or disposed in such appliances any sweepings, rubbish, rags, ashes, tea leaves or other substances therein.

7.8 No overloading of electrical circuits

The Sublessee must not, without the prior written consent of the Sublessor, install any electrical equipment in the Premises that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Premises.

7.9 Floor and hardstand overloading

The Sublessee must not:

(a) install or place in the Premises any item, fixture or fitting which breaks, cracks, strains, overloads or damages any part of the Premises including any floor, wall or pillar of any Building and any hardstand or any other constructed surface within the Premises;

(b) do any act or thing which might result in overloading any part of the floor of any Building and any hardstand or any other constructed surface within the Premises; or

(c) damage any part of the floor of any Building and any hardstand or any other constructed surface within the Premises;

(d) for the purpose of this clause, "overloading" means:

(i) if any load factors have been specified in any plans and specifications for any area forming part of the Premises any load in excess of those specifications; or

(ii) in any other case, any load or loads likely, in the reasonable opinion of the Sublessor, to cause any cracking or long term deterioration to the surface finish of that area; and

(e) if the Sublessor identifies any business practice of the Sublessee such as use of heavy loading equipment or the receipt or despatch of heavy containers or plant and equipment, the Sublessor may give written notice requiring the Sublessee to cease that practice, in addition to any rights it may have arising from any breach by the Sublessee or any damage caused by the overloading.

7.10 Use of Premises

The Sublessee must only use the Premises for the Permitted Use and for no other use or purpose.

7.11 NABERS Rating & Energy Efficiency

(a) The Sublessee acknowledges and agrees that the Sublessor is required to operate the Building and the Premises in a manner which improves the energy efficiency and water efficiency of the Building and the Premises.

(b) The Sublessee must:

(i) use and cause each Permitted Person to use all Services consumed on or for the Premises efficiently and in a manner that minimises waste;

(ii) comply with and cause each Permitted Person to comply with all reasonable requests made by the Sublessor in relation to the energy and water efficiency of the Building and to maintain the NABERS rating of the Building;

(iii) use its reasonable endeavours to assist the Sublessor in its initiatives to reduce energy and water consumption and waste by using the Services, the Building and the Premises in an efficient manner;

(iv) use the Premises in a manner which complies with the sustainability criteria for the Premises as specified by the Sublessor from time to time;

(v) use its reasonable endeavours to ensure that its fitout design and equipment selection minimises energy and water consumption in the Premises;

(vi) not do or omit to do anything which has, or may have a detrimental effect on the NABERS rating or the energy efficiency or water efficiency of the Premises or permit another person from doing so;

(vii) not restrict or impede the Sublessor from carrying out any works required to be conducted to maintain the NABERS rating or general energy efficiency or water efficiency of the Building and must not make

any Claims as a result of the Sublessor carrying out such works, even if the works affect the Sublessee's use or enjoyment of the Premises; and

(viii) provide the Sublessor with any information that the Sublessor requires in order to obtain an annual NABERS rating for the Premises and an annual BEEC and to comply with the Sublessor's obligations under the *Building Energy Efficiency Disclosure Act 2010* (Cth).

7.12 Security threats

The Sublessee must:

(a) promptly notify the Sublessor or the Manager if the Sublessee or a Permitted Person receives any threat or demand which relates to the Premises, or to the safety of any person or property within the Premises;

(b) be familiar with and comply with, and ensure each Permitted Person is familiar with and complies with the Sublessor's emergency evacuation procedures (if any), including any requirement for people at the Premises to participate in emergency evacuation procedures and drills;

(c) obey and cause each Permitted Person to obey any reasonable direction given by the Sublessor or the Manager relating to the control of people within the Premises and the evacuation or closure of any part of the Premises, following the giving to any person of a threat or demand of the kind referred to in this clause, or in the event of any fire earthquake or other emergency and for practice exercises of any emergency; and

(d) if any civil defence, fire or evacuation drill is conducted in the Premises at any time, co-operate fully in the planning and control of and participation in them and to supply the Sublessor with the names of the people responsible for carrying out all duties of civil defence planner and fire officer or warden in relation to the Premises and the person responsible on each floor level as applicable.

7.13 Security

The Sublessee must:

(a) use its best endeavours to protect and keep safe the Premises and any property in the Premises from theft or robbery and keep all doors windows and other openings closed and securely fastened when the Premises are not open for business; and

(b) return to the Sublessor on Termination all Access Cards and not permit the Access Cards to come into the possession of any person other than the Sublessee or its authorised office holders, employees or agents.

7.14 Occupational Safety and Health

(a) From the earlier of the Commencement Date and the date on which the Sublessee takes possession of the Premises, the Sublessee 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 Sublessee's use of them.

(b) The Sublessee 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 Sublessee's use of the Premises, including any Permitted Person; and

(iii) assist the Sublessor to comply with its obligations under OSH Legislation (if any).

(c) The Sublessee must immediately notify the Sublessor of any Hazard which requires remediation by the Sublessor.

(d) The Sublessor may direct the Sublessee to take any action or refrain from taking any action, on the grounds of workplace health and safety.

(e) If an OSH Incident occurs, the Sublessee must:

(i) immediately notify the Sublessor of the OSH Incident;

(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) if requested by the Sublessor:

A. conduct an investigation into the OSH Incident for the purpose of answering the Sublessor's questions regarding the OSH Incident; and

B. provide to the Sublessor the Sublessee's written report expressly answering the Sublessor's questions and recording all methods employed by the Sublessee to obtain those answers;

(v) if requested by the Sublessor, provide all information, materials and samples relating to the OSH Incident to the Sublessor;

(vi) allow the Sublessor access to the Premises to conduct its own investigation into the OSH Incident, including access to the Sublessee's plant, equipment, goods and records;

(vii) cooperate with the Sublessor and the Headlessor in relation to the OSH Incident and any resulting investigations or inspections conducted by any Authority;

(viii) not disclose to any third party, so far as the Law permits, any information, documentation, reports or material that is owned or was created by:

A. the Sublessor, unless expressly authorised by the Sublessor in writing to do so;

B. the Headlessor, unless expressly authorised by the Headlessor in writing to do so; and

(ix) comply with any lawful and reasonable directions given by the Sublessor as a result of the OSH Incident.

7.15 Environmental Obligations

The Sublessee:

(a) must not cause or permit the release from or onto the Premises any pollutant, Contamination or Hazardous Material;

(a) must comply, permit the Sublessor to itself comply and ensure that all the Permitted Persons comply with all Environmental Laws which are applicable to the Premises, the Sublessee or to the Sublessee's use and occupation of the Premises;

(b) must give notice to the Sublessor on each occasion when the Sublessee becomes aware that a breach of an Environmental Law has occurred in respect of the Premises;

(c) must notify the Sublessor immediately if the Sublessee becomes aware of an event, occurrence or condition which obliges the Sublessee to notify an Authority that harm to the environment or any life form has or may have occurred;

(d) must, at the Sublessee's cost, decontaminate by appropriate treatment, removal or otherwise any pollution, Contamination or Hazardous Materials introduced, caused or permitted to occur by the Sublessee 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;

(e) if requested by the Sublessor, comply with the Sublessor's environmental management system or environmental management plan for the Premises;

(f) provide to the Sublessor on demand a report on:

(i) the effect of any Environmental Law to the Premises;

(ii) any conduct or activity on the Premises; and

(iii) the presence of any pollution, Contamination or Hazardous Materials on the Premises,

within a reasonable time after receipt by the Sublessee of that request; and

(g) indemnifies the Sublessor, the Headlessor and the Minister for Lands in respect of all loss, cost, damage, expense and liability suffered by the Sublessor, the Headlessor or Minister for Lands (as applicable) in relation to a breach by the Sublessee of this clause 14.

8. Additional agreements by Sublessee

8.1 No encumbrances

The Sublessee must obtain the prior written consent of the Sublessor and the Minister for Lands before it mortgages, charges, encumbers or grants any Security Interest in the Sublessee's interest in this Bowling Sublease, the Premises or the Sublessor's Assets.

8.2 No absolute caveat

(a) The Sublessee must not lodge an absolute caveat over the Land to protect the interest of the Sublessee under this Bowling Sublease, but if any absolute caveat is lodged, then clause 21.15 of this Bowling Sublease shall apply.

(b) The provisions of this clause do not prevent the Sublessee lodging a caveat expressed to be subject to claim. The Sublessee must at its cost withdraw any caveat on Termination.

(c) The Sublessee must withdraw any caveat lodged by it over the Land within 14 days after any request in writing from the Sublessor, for the purposes of permitting any dealing with the Land or any part of it by the Sublessor not adversely affecting the estate or interest of the Sublessee in the Land subject to:

(i) if the Sublessor's dealing includes the lodgement of a new mortgage over the Land, or any part of it including the Premises, the new mortgagee must first consent in writing to this Bowling Sublease (which consent may be given subject to reasonable conditions); and

(ii) the Sublessor paying the reasonable costs of preparation of the withdrawal, the preparation of a fresh caveat in protection of the Sublessee's interests under this Bowling Sublease and the registration fees payable to Landgate with respect to the lodgement of the withdrawal and the fresh caveat.

8.3 Registration of Bowling Sublease and mortgagee consent

(a) If the Headlessor requires this Bowling Sublease to be registered at Landgate:

(i) the Sublessor must seek consent to this Bowling Sublease from each mortgagee of the Land (which consent may be given subject to reasonable conditions);

(ii) the Sublessee 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

(iii) the Parties must do all other things reasonably necessary to facilitate the registration of this Bowling Sublease.

(b) On or before Termination, the Sublessee must provide the Sublessor with a surrender of this Bowling Sublease, in registrable form and properly executed by the Sublessee but, if the Sublessee fails to provide the surrender to the Sublessor then clause 21.15 of this Bowling Sublease shall apply.

(c) For the avoidance of doubt, the Sublessor may elect to register the Bowling Sublease at any time during the Term or any Further Term (if exercised) and the Sublessee must comply with this clause 8.3 as and when required by the Sublessor.

8.4 Pass on notices

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

8.5 Permit intending tenants etc. to inspect

The Sublessee must permit the Sublessor and its servants and agents at all reasonable times to enter the Premises with, and exhibit the Premises to prospective subtenants or licensees and allow the Sublessor to affix and exhibit where the Sublessor thinks fit any usual "for sale" notice or sign (with the name and address of the Sublessor or its agent on it), and within the period of 6 months immediately preceding Termination, allow the Sublessor to affix and exhibit where the Sublessor thinks fit any usual "to let" notice or sign (with the name and address of the Sublessor or its agent on it).

9. End of Bowling Sublease obligations

(a) The Sublessee must at Termination:

(i) yield and deliver up possession of the Premises to the Sublessor;

(ii) surrender all Access Cards to the Sublessor at its address for notice under this Bowling Sublease; and

(iii) inform the Sublessor of all combinations of any locks, safes and vaults in the Premises.

(b) The Sublessee must before Termination at the Sublessee's cost:

(i) ensure that all of the Sublessee's property has been removed from the Premises; and

(ii) leave the Premises in a tidy condition.

(c) The Sublessee acknowledges and agrees that any fittings, fixtures or plant and equipment left in the Premises by the Sublessee as at the date of Termination may be treated by the Sublessor as abandoned property, in which case it

becomes the property of the Sublessor and the Sublessor (subject to the prior written consent of the Headlessor) may deal with it in any way as it sees fit.

10. Sublessor's agreements, reservations and rights

10.1 Quiet enjoyment

Provided the Sublessee duly performs and observes the Sublessee's Obligations and subject to the Sublessor's rights in this clause 10, the Sublessee may peaceably and quietly hold and enjoy the Premises during the Term, without any interruption by the Sublessor or any person claiming through, under or in trust for the Sublessor.

10.2 Right to grant other subleases licences etc

The Sublessor reserves the right to grant other subleases or licences on land adjacent to the Premises, and the grant of any sublease or licence may be made without compensation to the Sublessee, and without affecting the liability of the Sublessee to perform, observe and comply with the Sublessee's Obligations.

10.3 Emergency management

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

(a) the Headlessor will have unfettered access to, and use of, the Premises if required by the Headlessor and

(b) the Headlessor will take reasonable endeavours to ensure that it gives notice to the Sublessee as soon as practicable after it determines its need to use the Premises in connection with the emergency or natural disaster.

11. No assignment or underletting

11.1 Sublessee not to assign etc.

The Sublessee must not at any time during the Term assign or part with possession of, or underlet, or grant any licence affecting, or mortgage or charge, its interest in the Premises or this Bowling Sublease.

11.2 Property Law Act

The provisions of sections 80 and 82 of the *Property Law Act* 1969 (WA) do not apply to this Bowling Sublease and are expressly excluded.

12. Default by the Sublessee

12.1 Default provisions

There is an Event of Default if:

(a) any payment payable under this Bowling Sublease remains unpaid after becoming due, and this default continues after the expiration of 14 days after

the Sublessor has given the Sublessee a written notice requiring the Sublessee to remedy this default;

(b) there is a breach or non-observance of any other Sublessee's Obligations and the breach or non-performance continues after the expiration of 28 days' written notice to the Sublessee to remedy the breach;

(c) there is a breach or non-observance of any of the Sublessee's obligations as licensee under the Bowling Licence and the breach or non-performance continues after the expiration of 28 days after the Sublessor (as licensor) has given the Sublessee (as licensee) a written notice requiring the Sublessee (as licensee) to remedy the breach.

(d) the Premises are abandoned, deserted or vacated (other than for the purposes of normal vacation periods) or the Sublessee is dispossessed of the Premises by process of Law; or

(e) any Insolvency Event occurs in respect of the Sublessee,

and in any such case, subject to the provisions of the *Bankruptcy Act 1966* (Cth) and the provisions of the *Corporations Act 2001* (Cth) as it relates to termination for an Insolvency Event and subject to the Headlessor providing its prior written consent to such termination (which consent may be granted or withheld at the Headlessor's sole and absolute discretion), the Sublessor may then at its option re-enter, occupy and resume possession of the Premises or any part of them in the name of the whole and this Bowling Sublease and the Term will then cease and determine but without releasing the Sublessee 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 Sublessor in respect of any breach of the Sublessee's Obligations.

12.2 Sublessor's right to remedy

(a) The Sublessor may remedy any Event of Default including the payment of any money payable by the Sublessee under this Bowling Sublease.

(b) If the Sublessor elects to remedy an Event of Default, all debts, costs and expenses incurred by the Sublessor, including legal costs and expenses in remedying an Event of Default, must be paid by the Sublessee to the Sublessor on demand.

12.3 Damage for breach of essential term

(a) The agreements by the Sublessee:

(i) to maintain specified policies of insurance (clauses 5.2 and 5.3);

(ii) to repair any damage or disrepair to the Premises caused by a wilful act or omission of the Sublessee (clause 6.1(d));

(iii) not to make any alterations or additions in the construction or arrangement of the Premises without consent (clause 7.1);

(iv) to not do and to not permit certain activities on the Premises (clause 7.6);

(v) not to use or occupy the Premises for any purpose other than for the Permitted Use (clause 7.10);

(vi) to comply with its environmental obligations (clause 7.15); and

(vii) not without the prior consent in writing of the Sublessor to assign, sub-let or part with possession or occupation of the Premises or any part of them (clause 11.1),

are (subject to clause 12.3(b)) essential terms of this Bowling Sublease and the breach, non-observance or non-performance of any one or more of those terms is an Event of Default.

(b) The presence of clause 12.3(a) in this Bowling Sublease does not mean that there are no other essential terms of this Bowling Sublease.

12.4 Termination of Bowling Licence

This Bowling Sublease will terminate automatically on termination of the Bowling Licence.

13. Damage and destruction

13.1 Destruction of Premises

(a) If a material part or a substantial part of the Premises is destroyed or damaged:

(i) to an extent so as to be unfit for occupation or use during the Term; and

(ii) is not re-instated by the Sublessor within 6 months after the destruction or damage occurring,

then, unless within that 6 month period, the Sublessor:

(iii) elects by notice in writing to the Sublessee to reinstate the Premises to its original design as nearly as practicable; and

(iv) commences that re-instatement,

the Sublessor or the Sublessee may (in the case of the Sublessee, only if that damage or destruction is not caused by the Sublessee or a Permitted Person) by notice in writing to the other Party terminate this Bowling Sublease as from the date of the giving of that notice without prejudice to the rights of the Sublessor in relation to any previous Event of Default.

(b) For the purposes of this clause the expression "a substantial part of the Premises" means one third or more of the net lettable area of the Premises.

14. Holding over provisions

(a) The Sublessee may remain in occupation of the Premises after the Expiry Date with the agreement of the Sublessor, provided such period of occupation remains less than the term of the Headlease.

(b) If the Sublessee continues to occupy the Premises with the agreement of the Sublessor after the Expiry Date in accordance with clause 14(a), then the Sublessee will be a monthly subtenant on the same terms and conditions (with appropriate changes made) as are contained or implied in this Bowling Sublease excluding any option for a Further Term.

(c) The monthly tenancy may be terminated by either Party giving the other 1 months' notice in writing. This notice may be given at any time.

15. Sublessor's liability

15.1 Liability for loss

(a) Under no circumstances will the Sublessor be liable to the Sublessee for any loss, damage or injury suffered by the Sublessee as a result of:

(i) the Sublessee's occupation and use of the Premises;

(ii) the enjoyment of the Sublessee's other rights with respect to the Premises;

(iii) any malfunction or breakdown in, or interruption of or to the:

A. water gas or electricity services;

B. air conditioning equipment;

C. Fire Fighting Equipment;

D. lifts, elevators or any appurtenance; or

E. the Sublessor's Property,

contained in the Premises; or

(iv) the breakage, blockage or overflow of any sewer, waste drains, conduits, cables, wires, gutters, down pipes or storm water drains from any cause,

except to the extent both:

(v) caused by any act, neglect, default or omission of the Sublessor, or its agents or employees; and

(vi) that its liability cannot be excluded at Law.

(b) The Sublessor will not be liable to the Sublessee in relation to any loss or damage suffered by the Sublessee in relation to an act, neglect or default of any other subtenant or occupier of the Building or Facility.

15.2 Liability of Sublessor and others

(a) Despite anything in this Bowling Sublease or any Law to the contrary, before the Sublessor will be liable for any loss or damage the Sublessee suffers by reason of the Sublessor doing or failing to do anything in respect of the Premises, the Sublessee must give the Sublessor a notice specifying the act or omission and the reasonable time for its performance or rectification and the Sublessor must have failed to do so within the time specified in the notice.

(b) The Sublessee 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 Bowling Sublease.

15.3 Limitation of liability as trustee

The Sublessee acknowledges and agrees that if the Sublessor has entered into this Bowling Sublease as trustee of a trust and in no other capacity:

(a) the Sublessor will not be personally liable to the Sublessee for any breach of a term contained or implied in this Bowling Sublease;

(b) if the Sublessor breaches this Bowling Sublease, the Sublessee is permitted to claim damages from the Sublessor only to the extent that the Sublessor can be reimbursed from the net assets of the trust; and

(c) the officers of the Sublessor will not be personally liable to the Sublessee.

15.4 Sublessor's limitation of liability

The Sublessor's agreements under this Bowling Sublease will not render the Sublessor personally liable in damages for a breach except in the case of the Sublessor's own act, default or negligence, or an act, default or negligence of an employee, contractor or agent of the Sublessor.

16. Notices

16.1 Form of Notices

A notice, consent, approval, demand or other communication to be given or made under this Bowling Sublease (unless otherwise provided) must be in writing, in English and signed by or on behalf of, the Party giving or making it.

16.2 Delivery of Notices

(a) A Party must send a notice to the other Party at the address listed in Item 14 of the Reference Schedule.

(b) A Party may vary its address by sending a notice to the other Party.

(c) A Party must use the new address from the time that it receives the notice.

(d) A Party may give notice in any of the following modes:

(i) by email;

(ii) by pre-paid mail; or

(iii) by hand delivery.

16.3 Effect and Delivery

(a) A notice takes effect at the time stated in the notice, but if no time is stated or the time stated is before receipt, then a notice takes effect on receipt.

(b) A hand delivered notice is received:

(i) if hand delivered before 5:00pm on a Business Day, on that Business Day;

(ii) if hand delivered after 5:00pm on a Business Day, on the next following Business Day;

(iii) if hand delivered on a day not being a Business Day, on the next day being a Business Day.

(c) A notice sent by post is received:

(i) 3 days after posting if within Australia; or

(ii) 7 days after posting if posted to or from a place outside Australia.

(d) A notice sent by email is received:

(i) if transmitted before 5:00pm on a Business Day, on that Business Day;

(ii) if transmitted after 5:00pm on a Business Day, on the next following Business Day;

(iii) 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.

(e) A Party may send a notice in more than one way permitted under this deed.

(f) 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.

(g) The Sublessor's solicitor or the Manager may give or serve notice on the Sublessee with the same effect as if it had been given or served by the Sublessor.

17. Extension of term

17.1 Further Term

(a) If the Sublessee:

(i) has duly and punctually paid all money payable by the Sublessor under this Bowling Sublease during the Term; and

(ii) has duly and punctually observed and performed all of the Sub-Lessee's obligations under this Bowling Sublease at all times up to the expiration of the Term,

then, provided the Sublessee has first given the Sublessor a written notice of exercise not less than 14 months before the expiration of the Term and the Sublessor wishes to take a new headlease for the "Further Term" (as that term is defined in the Headlease):

(iii) the Sublessor will give the Headlessor a notice to grant the "Further Term" (as that term is defined in the Headlease); and

(iv) if the Headlessor grants the Sublessor the "Further Term" (as that term is defined in the Headlease), the Sublessor must grant the Sublessee, and the Sublessee must accept, a sublease for the Further Term.

(b) If a sublease for the Further Term is granted pursuant to clause 17.1(a), then the new sublease will be on and subject to the same terms and conditions as are contained in or implied by this Bowling Sublease except for 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.

17.2 Variation to extend term of Headlease

Subject to clause 17.5, if the Headlessor and Sublessor extend the term of the Headlease beyond the "Term" (as that term is defined in the Headlease), then subject to the prior written consent of the Minister for Lands, the Sublessor must extend this Term for the same extended term as the varied Headlease (less one day).

17.3 New sublessor

Subject to clause 17.5, if the Headlessor enters into a new headlease (**New Headlease**) with a third party (**New Sublessor**) in respect of the Premises, then subject to the prior written consent of the Minister for Lands, the Headlessor must cause the New Sublessor to grant a new sublease to the Sublessee for the same term as the New Headlease (less one day).

17.4 Tenure where no replacement Headlease entered into

Subject to clause 17.5, if the Headlessor does not enter into a New Headlease in respect of the Premises (with a term to commence immediately after the expiry of the Headlease or New Headlease, as applicable), then subject to the written consent of the Minister for Lands, the Headlessor will grant a new lease (**New Bowling Sublease**) to the Sublessee (as lessee) on the following terms:

(a) the term of the New Bowling Sublease will be equal to 20 years less the cumulative of the term of the Bowling Sublease and the term of any New Bowling Sublease (where applicable); and

(b) the term of the New Bowling Sublease will commence on the date immediately following the expiry of the Bowling Sublease or the New Bowling Sublease (as applicable).

17.5 Cumulative terms of Sublease

The Sublessee acknowledges and agrees that the Term, the Further Terms and any extended terms or new terms granted under clauses 17.2, 17.3 and 17.4 must not exceed a total cumulative period of 21 years.

18. PPSA

18.1 Headlessor's Assets

(b) The right to use the Headlessor's Assets granted by this Bowling Sublease creates a Security Interest.

(c) the Security Interest extends to all present and after acquired property arising from the Sublessee's dealing with the Headlessor's Assets.

(d) The Headlessor's Assets are commercial property.

(e) The Headlessor's Assets must not be removed from the Premises.

18.2 Security Interests in relation to Headlessor's Assets

In relation to any Security Interest created under clause 18.1:

(f) the Security Interest may be registered on the register by the Headlessor and the Sublessee agrees to do:

(i) all things necessary and required by the Headlessor to effect that registration of the Security Interest in the best priority possible; and

(ii) anything else the Headlessor requests the Sublessee to do in connection with the PPSA without delay;

(g) the Sublessee waives its right under the PPSA:

(i) to receive a copy of any verification statement, financing change statement, or any notice that the Headlessor intends enforce a Security Interest granted to the Headlessor or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;

(ii) to object to a proposal by the Headlessor to enforce any Security Interest in satisfaction of any obligation owed by the Sublessee to the Headlessor;

(iii) to receive a statement of account following the sale of any personal property following the enforcement of a Security Interest;

(h) the Parties agree that the Headlessor is not required to respond to a request made under section 275 of the PPSA and the Sublessee must not disclose information of the kind set out in section 275(1) of the PPSA;

(i) The Parties agree that any provision of any additional Headlessor's Assets made by the Headlessor to the Sublessee which is not specifically set out in this Bowling Sublease is subject to the terms of this Bowling Sublease;

(j) the enforcement provisions contained in this Bowling Sublease are in addition to any rights available to the Headlessor under the PPSA and apply to the maximum extent permitted by Law; and

(k) the Parties agrees that the following provisions of the PPSA will not apply and the Sublessee will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor), section 121(4), section 125, 129(2) and (3); section 132, section 142 and section 143.

18.3 Sublessor's Assets

(a) The right to use the Sublessor's Assets granted by this Bowling Sublease creates a Security Interest.

(b) The Security Interest extends to all present and after acquired property arising from the Sublessee's dealing with the Sublessor's Assets.

(c) The Sublessor's Assets are commercial property.

(d) The Sublessor's Assets must not be removed from the Premises.

18.4 Security Interest in relation to Sublessor's Assets

In relation to any Security Interest created under clause 18.3:

(a) the Security Interest may be registered on the register by the Sublessor and the Sublessee agrees to do:

(i) all things necessary and required by the Sublessor to effect that registration of the Security Interest in the best priority possible; and

(ii) anything else the Sublessor requests the Sublessee to do in connection with the PPSA without delay;

(b) the Sublessee waives its right under the PPSA:

(i) to receive a copy of any verification statement, financing change statement, or any notice that the Sublessor intends enforce a Security Interest granted to the Sublessor or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;

(ii) to object to a proposal by the Sublessor to enforce any Security Interest in satisfaction of any obligation owed by the Sublessee to the Sublessor;

(iii) to receive a statement of account following the sale of any personal property following the enforcement of a Security Interest;

(c) the Parties agree that the Sublessor is not required to respond to a request made under section 275 of the PPSA and the Sublessee must not disclose information of the kind set out in section 275(1) of the PPSA;

(d) The Parties agree that any provision of any additional Sublessor's Assets made by the Sublessor to the Sublessee which is not specifically set out in this Bowling Sublease is subject to the terms of this Bowling Sublease;

(e) the enforcement provisions contained in this Bowling Sublease are in addition to any rights available to the Sublessor under the PPSA and apply to the maximum extent permitted by Law; and

(a) the Parties agrees that the following provisions of the PPSA will not apply and the Sublessee will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor), section 121(4), section 125, 129(2) and (3); section 132, section 142 and section 143

19. Insolvency Event for Sublessor

The Sublessee and Headlessor acknowledge and agree that

(a) if an Insolvency Event occurs in relation to the Sublessor; or

(b) the Headlease is otherwise terminated,

the Headlessor may by Notice to the Sublessee make this Bowling Sublease a lease of the Premises between the Headlessor as lessor and the Sublessee as lessee on the same terms as this Bowling Sublease.

20. Dispute Resolution

20.1 Dispute

(a) If a Dispute arises between the Sublessor and the Sublessee then either Party may give the other Party a Dispute Notice and the Parties must discuss the Dispute in good faith and explore resolution of the Dispute. If for any reason the Parties have not resolved the Dispute within 10 Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause.

(b) Following service of a Dispute Notice and failure to agree a resolution within the 10 Business Day period referred to in clause 20.1, the Parties are to agree the person to be the Mediator within 15 Business Days after the Dispute Notice was given and jointly appoint that person to mediate the Dispute.

(c) If the Parties cannot reach agreement on the person to be appointed as Mediator within 15 Business Days after the issue of the relevant Dispute Notice, then:

(i) either Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the Mediator; and

(ii) the Parties must jointly appoint the person nominated under clause 20.1(c)(i).

(d) If the person nominated or appointed is unavailable or unwilling to act and the Parties are unable to agree to appoint another Mediator within 5 Business Days, then clause 20.1(c) applies.

(e) The mediation will be conducted in accordance with the Law Society of Western Australia Model Mediation Rules.

(f) The Model Mediation Rules are deemed to be incorporated into this clause 20.

(g) The Parties will share equally and will be jointly and severally liable to the Mediator for the Mediator's fees for the mediation, unless otherwise agreed.

20.2 Dispute not resolved through Mediation

(a) If the Dispute cannot be resolved through mediation in a manner that is satisfactory to both Parties within 60 Business Days after the relevant Dispute Notice was given, then:

(i) the Dispute must be referred to the CEO for determination in accordance with this subclause 20.2(a); and

(ii) the CEO may either:

A. make a final determination for the resolution of the Dispute, but only after:

i. giving each Party an opportunity to make written submissions to the CEO;

ii. giving due consideration to any submissions received; and

iii. setting out the reasons for his or her decision in writing; or

B. appoint an Expert to determine the Dispute for determination in accordance with clause 20.3.

(b) The determination of the CEO in clause 20.2(a)(ii)A will be final and binding on the Parties so far as the Law allows except in the case of manifest error (of law or fact) or where a Party has been denied natural justice.

20.3 Expert Determination

(a) The CEO (acting reasonably) will decide:

(i) which type of "Expert" is to be appointed to determine the Dispute; and

(ii) the person to be nominated as that Expert to determine the Dispute.

(b) The Parties must jointly appoint the person nominated by the CEO under clause 20.3(a) to determine the Dispute.

(c) If the person nominated or appointed is unable or unwilling to act, then clause 20.3(a) will apply.

(d) 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 Parties;

(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 20.3.

(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 a 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 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 the Deed.

(i) The Expert's determination:

(i) is final and binding on the Parties;

(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 made 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, unless an agreement or a determination is made under clause 20.3(j)(ii) as to who should pay for such remuneration; and

(ii) unless the Parties specifically otherwise agree, the Expert will determine which Party or Parties will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party or Parties was at fault or unreasonable in failing to agree to the Dispute, and each Party will bear those costs accordingly.

(k) Nothing, while in Dispute, will relieve the Parties from any of their obligations under the Deed.

(l) Unless otherwise ordered by the Expert under clause 20.3(j)(ii), the Expert's costs shall be paid by the Parties in equal shares and each Party shall pay its own legal and other costs of the Dispute.

20.4 Urgent interlocutory relief

Nothing in this clause 20 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.

21. General Provisions

21.1 Moratorium

The application to this Bowling Sublease 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 Sublessee's Obligations or providing for compensation rights or privileges at the expense of the Sublessor in favour of the Sublessee or any other person, is excluded and denied so far as an exclusion and denial is lawful.

21.2 Governing law

The law of the State governs this Bowling Sublease.

21.3 Jurisdiction

The Parties submit to the exclusive jurisdiction of the courts of the State, the Federal Circuit Court and the Federal Court of Australia.

21.4 Severance

(a) If a part of this Bowling Sublease is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that part must be severed and ignored in the interpretation of this Bowling Sublease.

(b) The remaining parts of this Bowling Sublease remain in full force and effect.

21.5 Variation

The Parties can vary this Bowling Sublease only if the variation is in writing and signed by each Party.

21.6 Rights are cumulative

A Party's rights under this Bowling Sublease are in addition to its rights at Law.

21.7 Survival

(a) The warranties survive the Termination of this Bowling Sublease.

(b) Each indemnity survives the performance of obligations relating to this Bowling Sublease and the Termination of this Bowling Sublease.

(c) To the extent that a Party has not satisfied an obligation or it is a continuing obligation, that obligation survives Termination.

21.8 Consents and approvals

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

21.9 Waiver

(a) A Party granting a waiver of a right relating to this Bowling Sublease, must give written notice of that waiver to the Party that benefits from the waiver.

(b) A Party's failure, partial failure or delay in exercising a right relating to this Bowling Sublease is not a waiver of that right.

(c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Bowling Sublease:

(i) constitutes a waiver of that right; or

(ii) is a defence to its own action or inaction.

(d) No consent or waiver express or implied by the Sublessor or the Manager to or of any Event of Default will be construed as a consent or waiver to or of any other Event of Default.

(e) The Parties may not waive or vary this clause.

21.10 No Agency or Partnership relationship

(a) This Bowling Sublease does not in any way or for any purpose constitute the Sublessor or the Headlessor being a partner of the Sublessee in the conduct of the Sublessee's business or otherwise, or a joint venturer or a member of a joint enterprise with the Sublessee.

(b) The Sublessee 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 Sublessor or Headlessor or as otherwise able to bind or represent the Sublessor or Headlessor.

(c) The Sublessee is not by virtue of this Bowling Sublease and is not deemed to be, an employee, partner, or agent of the Sublessor or Headlessor, or have any power or authority to bind or represent the Sublessor or Headlessor.

21.11 Manager

The Sublessor may appoint an employee, officer or agent of the Sublessor to manage the Premises and that Manager may represent the Sublessor in all matters relating to this Bowling Sublease.

21.12 Entire Agreement

(a) This Bowling Sublease constitutes the entire agreement between the Parties in relation to the Premises and it supersedes all previous discussions, undertakings and agreements; and anything contained in any brochure, market analysis, report or other document prepared by the Sublessor or Headlessor or any of the Sublessor's or Headlessor's agents or consultants for submission to potential subtenants of the Premises.

(b) The Sublessee has not been induced to enter into this Bowling Sublease by a statement or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Sublessor or Headlessor and or the Sublessor's or Headlessor's agents or consultants which is not contained in this Bowling Sublease.

21.13 Further assurance

Each Party at its own expense must do everything necessary to give full effect to this Bowling Sublease.

21.14 Counterparts

(a) The Parties may execute this Bowling Sublease in any number of counterparts, which taken together constitute one instrument.

(b) The Parties may exchange counterparts by scanning the entire duly executed counterpart and emailing it to the other Party.

21.15 Power of Attorney

(a) In consideration of the Sublessor granting this Bowling Sublease to the Sublessee and the Headlessor consenting to the Bowling Sublease, the Sublessee irrevocably appoints the Manager, the Minister for Lands, the CEO and each and every duly appointed delegate of the Minister for Lands and or the CEO (**Delegate**) jointly and severally, the agents and attorney of the Sublessee to:

(i) sign and lodge a withdrawal of any absolute caveat lodged by the Sublessee in breach of clause 8.2(a);

(ii) sign and register a surrender of this Bowling Sublease after Termination;

(iii) do all things required to register this Bowling Sublease or lodge a caveat in relation to this Bowling Sublease;

(iv) do all things necessary under the PPSA in relation to any Security interest referred to in this Bowling Sublease; and

(v) execute any document on behalf of the Sublessee that is required to effect any subordination under clause 21.20(a),

the cost of which is to be paid by the Sublessee 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 clause 21.15(a) is:

(i) entitled to rely on that person's execution of a document as conclusive evidence that:

A. the person is the Manager, CEO, 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.

21.16 Certificate to be Prima Facie Evidence

A certificate signed by or on behalf of the Sublessor will be prima facie evidence of the facts stated in that certificate as to any matter or thing arising under this Bowling Sublease.

21.17 Western Australian Planning Commission Consent

This Bowling Sublease 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).

21.18 Section 18 Consent

(a) This Bowling Sublease 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 Bowling Sublease by the Minister for Lands under this Bowling Sublease 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 Bowling Sublease.

(c) Nothing in this Bowling Sublease will operate to relieve the Sublessee'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 Sublessee must comply with the terms of the Minister for Lands' consent.

21.19 Commercial Building Disclosure

(a) If the Sublessor provided the Sublessee with a copy of a BEEC in relation to the Building before the Sublessee entered into this Bowling Sublease, the Sublessee acknowledges and agrees that:

(i) the Sublessee has relied entirely on its own enquiries as to whether the BEEC is Current and Valid and whether the information contained in the BEEC is accurate;

(ii) the Sublessee must not make any Claim under or in connection with the *Building Energy Efficiency Disclosure Act 2010* (Cth) or the BEEC; and

(iii) the Sublessor registered the BEEC before making any offer to, or inviting any offer from, the Sublessee in respect of this Bowling Sublease.

(b) In clause 21.20(a), the terms *Current* and *Valid* have the meaning given to them under the *Building Energy Efficiency Disclosure Act 2010* (Cth).

21.20 Subordination

(a) The Sublessee agrees to subordinate this Bowling Sublease to any mortgage of the Sublessor's leasehold interest in the Land, to give the Sublessor's mortgage priority over this Bowling Sublease whether under the *Transfer of Land Act 1893* (WA) or otherwise if requested to do so by the Sublessor at any time during the Term.

(b) The Sublessee must execute and deliver to the Sublessor (without cost to the Sublessee) on request by the Sublessor, any document (including withdrawals of caveat) as are required to effect any subordination under clause 21.20(a), within 10 Business Days after receipt from the Sublessor.

(c) If the Sublessee fails to comply with clause 21.20(a), the Sublessee, in consideration of the Sublessor granting this Bowling Sublease to the Sublessee, irrevocably appoints the Sublessor and each of its directors and officers jointly and severally as the agents and attorney of the Sublessee to execute any document on behalf of the Sublessee that is required to effect any subordination under clause 21.20(a).

(d) The Sublessee will not be required to effect any subordination of this Bowling Sublease under this clause, unless the mortgagee first agrees in writing that, so long as the Sublessee is not in default under this Bowling Sublease:

(i) the Bowling Sublease will not be terminated or modified (except as provided in this Bowling Sublease);

(ii) the rights of the Sublessee under this Bowling Sublease will not be terminated or modified (except as provided in this Bowling Sublease); and

(iii) the Sublessee's possession of the Premises will not be disturbed or interfered with by any sale or Claim under that mortgage.

21.21 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 sections 92, 94 and 95 of the *Transfer of Land Act 1893* (WA) are excluded from, and do not apply to this Bowling Sublease.

(b) The use in this Bowling Sublease 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.

21.22 Indemnities

(a) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Bowling Sublease.

(b) Each indemnity given under this Bowling Sublease:

(i) is separate and independent from any other obligation of the Party giving it; and

(ii) is absolute, irrevocable, unconditional and payable on demand.

(c) Each indemnity survives the termination of this Bowling Sublease.

EXECUTED by the Parties to this Bowling Sublease as a deed on the date specified on page 1.

Executed as a Deed for and on behalf of the **TOWN OF EAST FREMANTLE** by persons duly authorised to do so under section 9.49A(4) of the *Local Government Act* 1995 (WA).

.....	.....
(Signed)	(Signed)
.....	.....
(Position)	(Position)
.....	.....
(Print Full Name)	(Print Full Name)

Executed by
Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust
pursuant to s127 of the *Corporations Act 2001* (Cth)

Director Signature	Director / Secretary Signature
Director Name (Please Print)	Director / Secretary Name (Please Print)

The common seal of **East Fremantle Bowling Club Inc.** was hereunto affixed to this deed pursuant to the constitution of East Fremantle Bowling 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 East Fremantle Bowling Club Inc. indicated under his or her name:)
)
)

Office Holder Sign	Office Holder Sign
Full Name (please print)	Full Name (please print)
Address	Address
Office Held	Office Held
Office Holder Sign	
Full Name (please print)	
Address	
Office Held	

MINISTER'S CONSENT

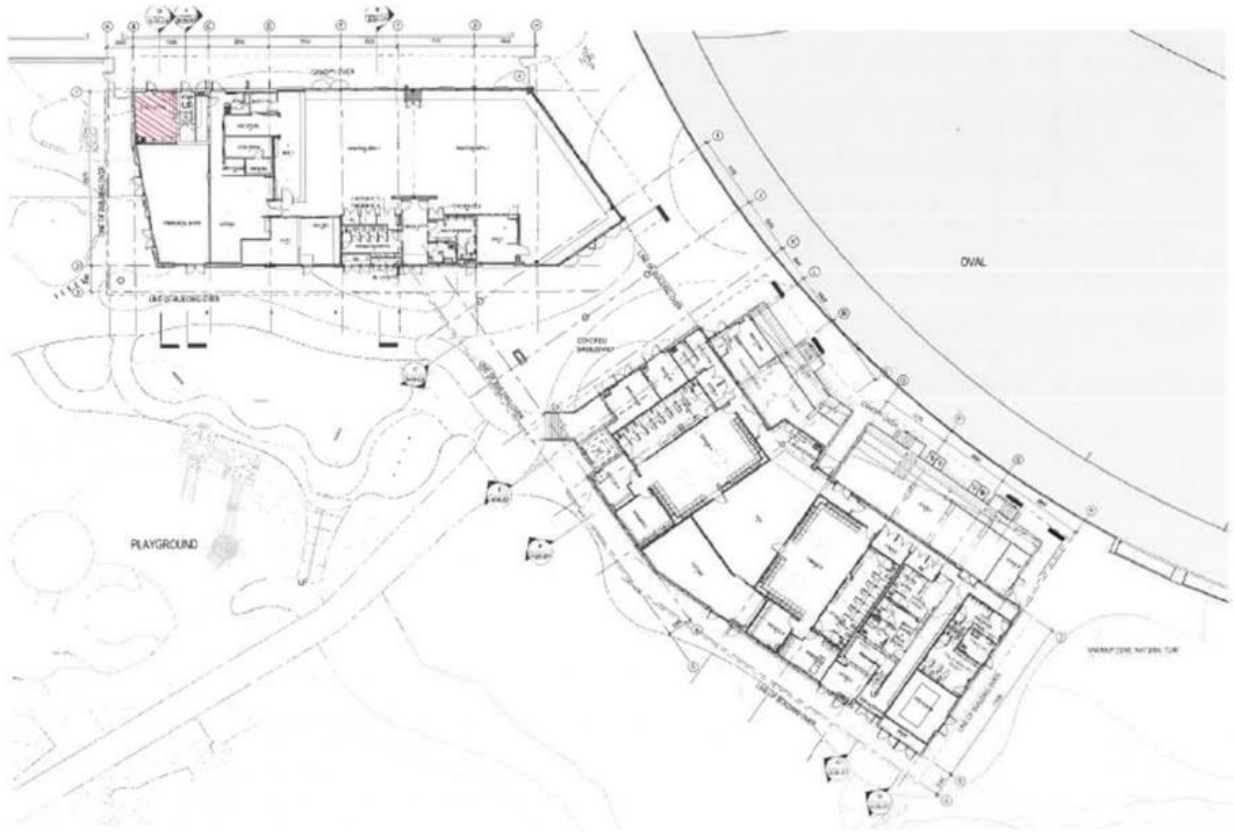
THE MINISTER FOR LANDS hereby consents to the within sublease pursuant to section 18 of the Land Administration Act 1997.

Dated this **day of** **20**

Annexure A

New Building Premises Plan

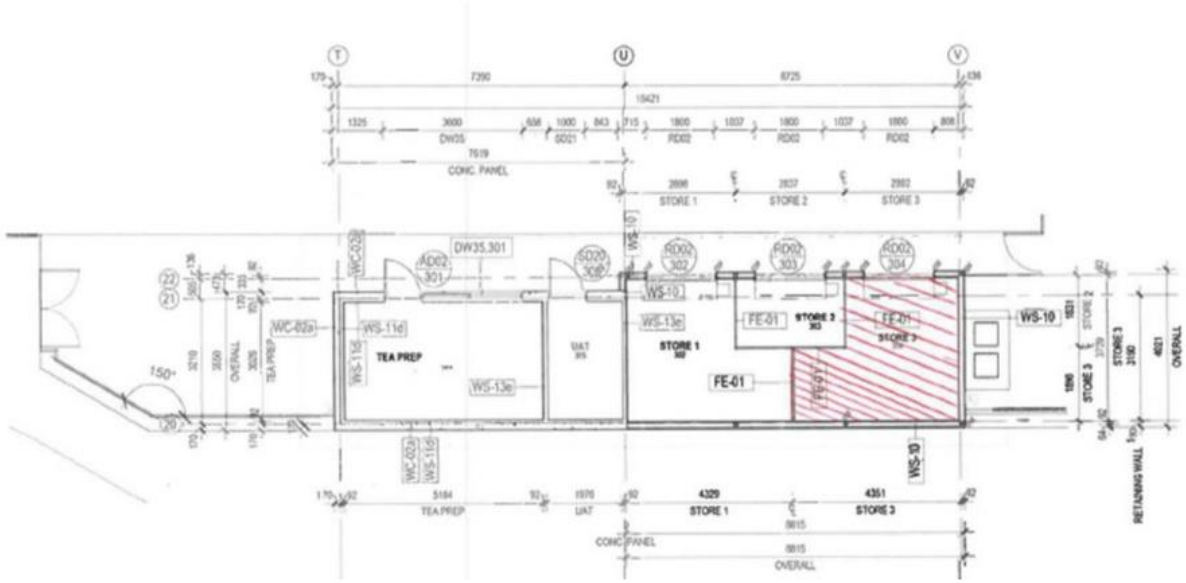
Bowling Sublease Area 1 – New Building



Annexure B

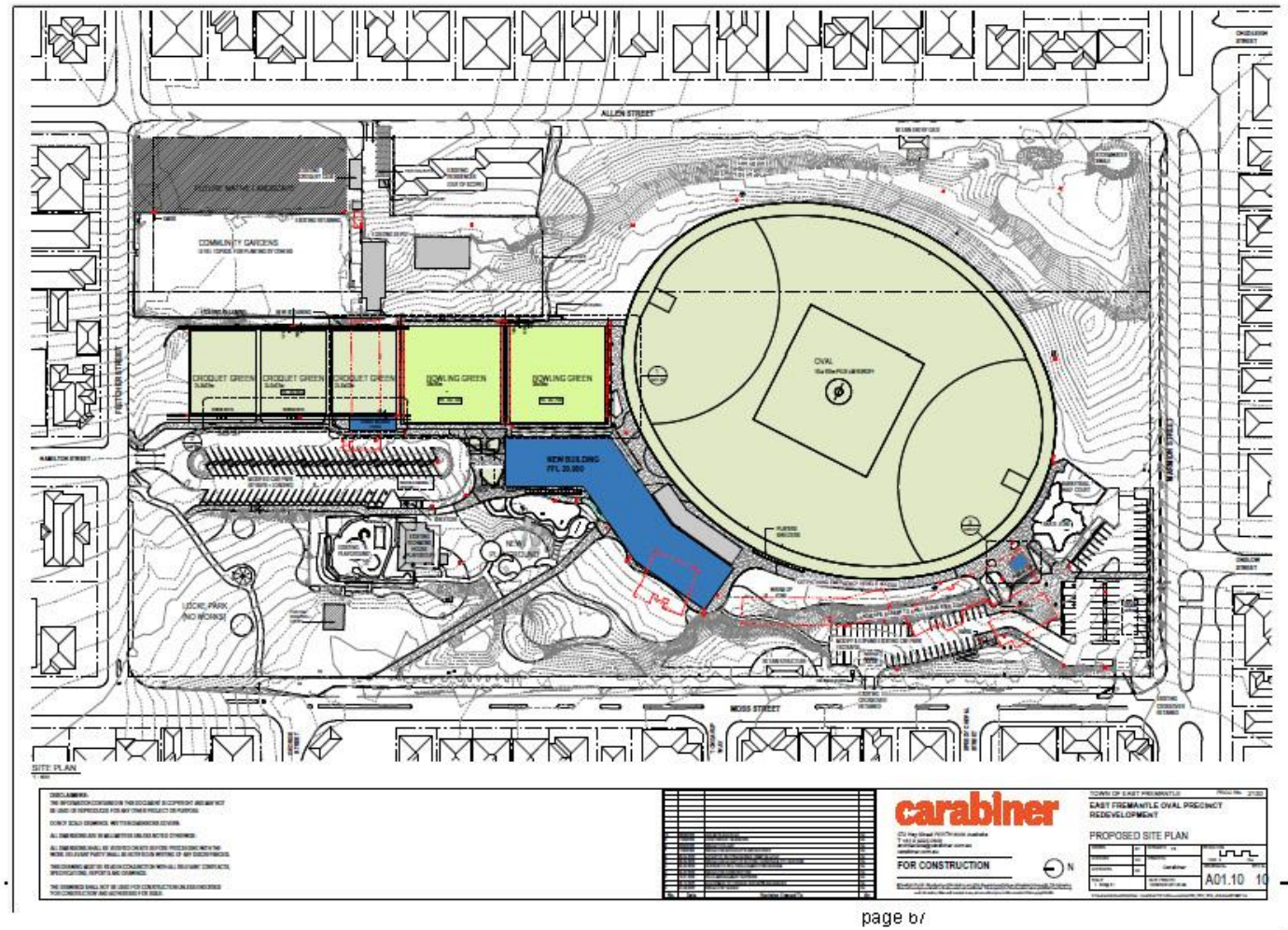
Croquet Building & Stores Premises Plan

Bowling Sublease Area 2 – Croquet Building and Stores



Annexure C

Facility Plan


ALLEN STREET
COMMUNITY GARDENS
CROQUET GREEN
CROQUET GREEN
CROQUET GREEN
BOWLING GREEN
BOWLING GREEN
OVAL
NEW BUILDING
FFL 20.000
FISHER STREET
HAMILTON STREET
MANNING STREET
CHELMER STREET
MOSS STREET
LOCKE PARK
NO WORKS!
SITE PLAN
carabiner
FOR CONSTRUCTION
TOWN OF EAST FREMANTLE
EAST FREMANTLE OVAL PRECINCT REDEVELOPMENT
PROPOSED SITE PLAN
A01.10

ATTESTATION SHEET PAGE

Dated this day of 2024

SUB-LESSOR/S SIGN HERE (Note 10)

Executed by
Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463)
pursuant to s127 of the *Corporations Act 2001* (Cth)

Director Signature

Director / Secretary Signature

Director Name (Please Print)

Director / Secretary Name (Please Print)

SUB-LESSEE/S SIGN HERE (Note 10)

The common seal of **East Fremantle Bowling Club Inc.** was
hereunto affixed to this deed pursuant to the constitution of
East Fremantle Bowling 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 East Fremantle Bowling Club Inc. indicated under his or her name

Office Holder Signature

Office Holder Signature

Officer Holder Full Name (Please Print)

Office Holder Name (Please Print)

Address

Address

Office Held

Office Held

Office Holder Signature

Officer Holder Full Name (Please Print)

Address

Office Held

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Lease to be produced.

NOTES

1. **DESCRIPTION OF LAND**

   Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.

   Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated. If part, define by recital and/or sketch.

   The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**

   In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being sub-leased recorded against the lease:
   (a) on the crown land title
   (i) In the Second Schedule; or
   (ii) If no Second Schedule, that are encumbrances,
   (Unless to be removed by action or document before registration hereof)
   AND
   (b) on the lease, that are encumbrances not recorded on the crown land title

   Do not show any:
   (a) Easement Benefits or Restrictive/Covenant Benefits; or
   (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. If a mortgage is shown, do not show any partial discharges or any document affecting either). The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number.

   If none show "nil".

3. **SUB-LESSOR**
   State the full name of the Sub-Lessor/Sub-Lessors (Lessee as shown in Lease) and the address/addresses to which future notices can be sent.
4. **SUB-LESSEE**
   State full name of the Sub-Lessee/Sub-Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**
   Term of Sub-Lease must be less than Head Lease.
   Term to be stated in years, months and days or as the case may be and commencement day of Sub-Lease to be shown.
6. State whole or part of land in Head Lease.
7. State amount of yearly rental in words.
8. State term of payment.
9. Insert any Covenants required.
10. **SUB-LESSOR/SUB-LESSEE EXECUTION**
    A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

SUB-LEASE (SL)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY	JACKSON McDONALD
ADDRESS	225 St Georges Terrace PERTH WA 6000
Ref:	
Phone:	+61 8 9426 6611
Fax:	+61 8 9321 2002

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
4. _____
5. _____
6. _____ Receiving Clerk

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

JACKSON McDONALD
MULTI-SECTOR LAW

Licence Agreement

East Fremantle Community Park – Multipurpose Building and Bowling Greens

Town of East Fremantle
(ABN 80 052 365 032)

Town

and

Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust

Licensor

and

East Fremantle Bowling Club Inc.
(ABN 62 036 436 425)

Licensee

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Bowling Licence Agreement

Date 2024

Parties

Town of East Fremantle (ABN 61 054 006 131) (Town)	of 135 Canning Highway, East Fremantle, Western Australia
Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust (Licensor)	of Level 4, 102 Albert Road, South Melbourne, Victoria
East Fremantle Bowling Club Inc. (ABN 62 036 436 425) (Licensee)	of 44 Moss Street, East Fremantle, Western Australia

Recitals

A. The Town has the care control and management of the Land subject to the conditions of a management order.

B. The Licensor has exclusive possession of the EFCP pursuant to the Lease and is the operator of the EFCP.

C. The Licensor has agreed to grant a licence of the Bowling Licence Area to the Licensee on the terms and conditions of this Bowling Licence.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Accountant means a person who is:

(a) qualified as an accountant in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Institute of Chartered Accountants of Australia (Western Australia Branch); and

(d) has not less than 15 years' experience as an accountant, with at least 5 years being in Australia.

Actual Surplus means the revenue collected by the Licensor from the operation of the EFCP in a completed Licence Year exceeded the Licensor's expenditure on the management and operation of the EFCP (excluding the Sinking Fund Contribution) in the same period.

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

Adjusted Surplus means the revenue collected by the Licensor from the operation of the EFCP in a completed Licence Year exceeded the Operator's expenditure on the management and operation of the EFCP in the same period (after deduction of the applicable Sinking Fund Contribution) in the same period.

Allocation Period means the period commencing on 1 October and ending on 30 November in each calendar year during the Term.

Annexure means an annexure to this Bowling Licence.

Appropriate Authority means any Authority which assesses or imposes rates, taxes or other impositions in relation to the Land and any Authority which provides or supplies all other Services.

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

Architect means a person who is:

(a) qualified as an architect in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Institute of Architects (Western Australia Branch); and

(d) has not less than 5 years' experience in designing buildings and facilities similar to those buildings and facilities to be constructed as part of the EFCP.

Authority means any government, statutory, public or other authority or body having jurisdiction over the Bowling Licence Area or any matter or thing relating to it.

Bowling Greens means the two synthetic turf bowling greens within the EFCP and identified as "Bowling Greens" on the EFCP Plan.

Bowling Greens Permitted Period means the time periods identified as "Bowling Greens Permitted Period" in Schedule 2.

Bowling Greens Standard means the minimum standard for bowling greens prescribed in Attachment 2 of the *Bowls WA Greens Policy (Metropolitan Pennant)*.

Bowling Licence means this deed as amended, varied or supplemented from time to time including any Schedules or Annexures.

Bowling Licence Area means:

(a) the Building Bowling Licence Area; and

(b) the Bowling Greens.

Bowling Sublease means the sublease of:

(a) part of the ground floor of the Building; and

(b) part of the single storey building in the EFCP adjacent to the Croquet Courts shown as the "Croquet building and stores" on the EFCP Plan,

between the Licensor as sublessor and the Licensee as sublessee executed contemporaneously with this Bowling Licence.

Building means the two storey multipurpose building situated within the EFCP and identified as the "New Building" on the EFCP Plan and includes all of the Town's Property and all the Licensor's Property and all of the EFCP Services in the Building.

Building Bowling Licence Area means that part of the Building described in **Item 2**.

Building Plan means the plan of the Building annexed as Annexure C.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks are generally open for business in the State.

CEO means the Chief Executive Officer of the Town.

Claims includes but is not limited to claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination thereof.

Commencement Date means the date specified in **Item 3**.

Community Use means any community event, program or activity including sporting events and activities, sporting competitions, social bowling events, fetes, fairs, festivals, markets, parades, carnivals, educational activities, charitable events (including charity matches), recreational activities and civic activities that is organised by the Licensor or the Town or authorised by the Licensor (in consultation with the Town).

Contamination has the meaning as that term is defined in the *Contaminated Sites Act* 2003 (WA).

Croquet Courts means the three croquet courts situated within the EFCP and identified as "croquet greens" on the EFCP Plan.

Deck means the covered balcony area of the First Floor of the Building being that part of the Building shaded blue and identified as the "Deck" on the First Floor of the Building Plan.

Dispute means any dispute arising out of this Bowling Licence.

Dispute Notice means a notice identifying the particulars of the Dispute.

EFBC means East Fremantle Bowls Club and where the context permits, the expression includes the members, office bearers, staff and invitees of EFBC.

EFBC Club Members means those members of EFBC who are holders of current membership cards.

EFBC Discretionary Dividend means the discretionary dividend payable to the Licensee under clause 7 which as at the Commencement Date, will be calculated in accordance with the formula specified in **Item 13**

EFBC Event means an event initiated, organised and run by the Licensee that involves the exclusive or priority use of the Function Room and/or Food and Beverage Facilities pursuant to the Precinct Partners Priority Usage Policy but expressly excludes the hire and use of these facilities by third parties (including any third parties who are EFBC Club Members).

EFBC F&B Payment means the quarterly payment to the Licensee under clause 6 in recognition of the total food and beverage sales generated through activities initiated by the Licensee and from purchases made by EFBC Club Members for each Quarter in accordance with the applicable formula specified in **Item 12**.

EFCC means East Fremantle Croquet Club and where the context permits, the expression includes the members, office bearers, staff and invitees of EFCC.

EFCP means the East Fremantle Community Park constructed on that part of the Land bounded by Moss Street, Marmion Street and Allen Street (but excluding the Excluded Area) and includes the Building, the EFCP Services, the EFCP Facilities, courts, playgrounds, car parks and all other buildings and improvements constructed on that part of the Land.

EFCP Facilities means the following facilities situated within the EFCP:

(a) the Oval;

(b) spectator seating around the Oval;

(c) the Function Room;

(d) the Food and Beverage Facilities;

(e) the Croquet Courts;

(f) the Bowling Greens;

(g) the Health Club;

(h) the community meeting rooms situated within the Building;

(i) the commercial facilities situated within the Building

(j) the SGCC;

(k) the playground;

(l) the community garden;

(m) the skate zone and basketball area;

(n) the car parking areas;

(o) landscaping; and

(p) the public recreation areas.

EFCP Lease means the lease of the EFCP between the Town as lessor and the Licensor as lessee dated 2 April 2024.

EFCP Plan means the plan annexed as Annexure B.

EFCP Premises means that part of the Land that is the subject of the EFCP Lease.

EFCP Services means all services supplied to or in the EFCP (including all services supplied to the Building and any other buildings or improvements in the EFCP) including gas, water, drainage, fresh air, exhaust systems, electricity, sprinkler systems, heating, lighting, lift services, electrical services, electrical power supply, hydraulic services, mechanical services, the air conditioning system, telecommunication services and data transmission services and includes the Licensor's Property and the Town's Property.

End of Year Financial Reconciliation means a financial reconciliation of the financial performance of the EFCP for a Licence Year as agreed by the Town and the Licensor (or failing such agreement, as determined by an independent expert).

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

Environmental Harm has the meaning as that term is defined in the *Environmental Protection Act* 1986 (WA).

Event of Default means each of the events described in clause 18.1 in paragraphs (a) to (e).

Excluded Area means that part of the Land comprising:

(a) the Town of East Fremantle Works Depot; and

(b) the existing residential properties situated on Allen Street,

being the area excluded from the EFCP Premises.

Expert means:

(a) an Accountant;

(b) an Architect;

(c) a Legal Practitioner;

(d) a Quantity Surveyor;

(e) a Valuer;

(f) any other person with suitable qualifications and experience appropriate to determine the Dispute,

appointed under clause 20.3 to determine the Dispute.

Expiry Date means the expiry date of this Bowling Licence being the date specified in **Item 5**.

Extended Hours of Use means the extended hours in which the Licensee or a Permitted Person is permitted to use the Function Room for the purpose of cleaning and clearing the Function Room after it has been used for an EFBC Event, being the hours specified in **Item 7**.

F&B Operating Surplus means for each Quarter completed the total gross revenue generated in that period by sales from the Food and Beverage Facilities through EFBC Events and from purchases made by EFBC Club Members exceeds the Licensor's expenditure on the operation of the Food and Beverage Facilities for EFBC Events and on purchases made by EFBC Club Members for the same period.

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

Food and Beverage Facilities means the food and beverage facilities situated within the ground floor of the Building comprising the café, bars and kitchen and identified as the "Café", "Kitchen", "Bar 1" and "Bar 2" on the Ground Floor of the Building Plan.

Function Room means that part of the Building used as a multipurpose function room and more particularly being the area shaded blue and identified as "Function Area 1" and "Function Area 2" on Ground Floor of the Building Plan.

Further Term means the further term or terms (if any) specified in **Item 11**.

Greens Priority Usage Table means the table set out in Schedule 3.

Group Fitness Room means that part of the Building used as a multipurpose group fitness room on the First Floor of the Building and more particularly identified as "Group Fitness" on the First Floor of the Building Plan.

Hazard means any thing occurring on or emanating from the Bowling Licence Area that may result in injury to a person or harm to the health of a person.

Hazardous Materials 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.

Health Club means that part of the Building used as a gymnasium, weights room, aerobics rooms and fitness rooms on the First Floor of the Building and more particularly identified as the "Gym", "Appraisal 1", "Appraisal 2", "Amenities", "Spin" and "Group Fitness" areas on the First Floor of the Building Plan.

Hours of Use mean the hours between which the Licensee is permitted to use the Function Room on EFBC Events, being the hours specified in **Item 6**.

including means "including, but not limited to".

Insolvency Event means the happening of any of these events:

(a) in the case of an incorporated body:

(i) an application is made to a court for an order or an order is made that the incorporated body be wound up; or

(ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that incorporated body or one of them is appointed, whether or not under an order; or

(iii) except to reconstruct or amalgamate while solvent on terms approved by the Town, the incorporated body 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; or

(iv) the incorporated body resolves to wind itself up, or otherwise dissolves itself, or gives notice of its intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved; or

(v) the incorporated body is or states that it is unable to pay its debts when they fall due; or

(vi) as a result of the operation of section 459F(1) of the *Corporations Act* 2001 (Cth), it is taken to have failed to comply with a statutory demand; or

(vii) it is or makes a statement from which it may be reasonable deducted by a reasonable person that it is, the subject of an event described in section 459(2)(b) or section 585 of the *Corporations Act* 2001 (Cth); or

(viii) the incorporated body takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to the incorporated body;

(ix) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act* 2001 (Cth) or action is taken which would result in that event;

(x) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

(b) in the case of an individual:

(i) 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;

(ii) the individual commits an "act of bankruptcy" as that term is defined in the *Bankruptcy Act* 1966 (Cth); or

(iii) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Insurance Premiums means the premiums for all insurances effected by the Licensor or the Town (as applicable) for the Insurable Risks.

Insurable Risks means any one or more of the risk of:

(a) loss or damage to all or any part of the Bowling Licence Area or the EFCP from all insurable causes;

(b) breakdown of plant and machinery;

(c) sprinkler leakage and water damage;

(d) an event covered by the Licensor's public liability insurance;

(e) an event covered by the Town's public liability insurance;

(f) liability under workers compensation Claims or statutory liability in relation to the Licensor's employees employed in relation to the Bowling Licence Area or the EFCP;

(g) liability under workers compensation Claims or statutory liability in relation to the Town's employed in relation to the Bowling Licence Area or the EFCP; and

(h) any other risk related to the Town's interest or the Licensor's interest in the Bowling Licence Area or the EFCP.

Insured Amount means the amount specified in **Item 10**.

Item means an item in Schedule 1.

LAA means the *Land Administration Act* 1997 (WA).

Land means the land specified in **Item 1**.

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.

Legal Practitioner means a person who:

(a) has a current and valid Australian Practising Certificate (as that term is defined in the *Legal Profession Uniform Law* (WA));

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Law Society of Western Australia; and

(d) has not less than 15 years' experience in property law, involving major developments, in the Perth metropolitan area.

LGA means the *Local Government Act* 1995 (WA).

Licence Fee means the fee payable under clause 4.1 and as at the Commencement Date is the amount specified in **Item 8**.

Licence 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 period from and including the 1st day of July immediately preceding Termination up to the date of Termination.

Licensee's Obligations means the several obligations contained or implied in this Bowling Licence and on the part of the Licensee to be observed or performed.

Licensee's Property means all plant, equipment, materials and other property or stock brought or placed on the Bowling Licence Area by, on behalf of, or with the authority of, the Licensee.

Licensor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Licensor from time located or contained in the EFCP (including the Bowling Licence Area).

Liquor Licence means any liquor licence or permit issued under the *Liquor Control Act* 1988 (WA), authorising the sale of liquor.

Liquor Licensing Authority means, as the case requires, the Liquor Commission or the Director of Liquor Licensing, as constituted or appointed under the *Liquor Control Act* 1988 (WA).

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 LGA.

Manager means any person appointed by the Licensor to manage the Bowling Licence Area under clause 23.5.

Mediator means a legal practitioner (being a person who has a current and valid "Australian Practising Certificate" (as that term is defined in the *Legal Profession Uniform Law* (WA)) who:

(a) is a National Mediator Accreditation System accredited mediator;

(b) is listed on the Law Society Panel of Mediators of the Law Society of Western Australia;

(c) practises in commercial and property disputes; and

(d) is independent from any of the Parties to the Dispute.

Minister means the Minister for Lands in his or her capacity as the body corporate continued under section 7 of the LAA.

month means calendar month.

Oval means the 165m x 130m (plus 5m runoff) Australian Rules Football oval situated within the EFCP being the area shaded red and identified as "Oval" on the EFCP Plan.

Party means the Town, the Licensor or the Licensee according to the context.

Pennants Days means any day when a competitive or pennant bowls competition is fixtured at the Bowling Greens for any of the Licensee's men's or women's bowls teams.

Permitted Person means any player, employee, member, officer, contractor or agent of the Licensee and includes any invitee of any Permitted Person and any sub-licensee of the Licensee.

Permitted Use means the use specified in **Item 9**.

Practical Completion means that:

(a) the Town's builder or architect has certified that practical completion of the Building has been achieved; and

(b) the relevant Authority has issued a certificate of occupancy with respect to the Building.

Precinct Partners means:

(a) the Licensee;

(b) EFFC; and

(c) EFCC.

Precinct Partners Priority Usage Policy means the annual policy which establishes the framework for the usage as between the Precinct Partners of those parts of the EFCP that are not subject to the exclusive use of any Precinct Partner and having regard to:

(c) match day/competition day priority use;

(d) training activities and programs;

(e) club events and fundraising activities; and

(f) Function Room and Food and Beverage Facilities usage,

and which as at the Commencement Date is the policy annexed to this Bowling Licence as Annexure D.

Preliminary Period means that period of the Term commencing at midnight on the day preceding the Commencement Date and expiring at midnight on the second occurring 30 June.

Quantity Surveyor means a person who:

(a) is independent from any of the Parties to the Dispute;

(b) at the time of nomination is a member of the Australian Institute of Quantity Surveyors (Western Australia Branch); and

(c) has at least 5 years' experience in quantity surveying buildings and improvements similar to the buildings and imp

Quarter means a fiscal quarter of 3 months comprising one of the following periods:

(a) 1 July to 30 September;

(b) 1 October to 31 December;

(c) 1 January to 31 March; and

(d) 1 April to 30 June.

Requirements means any conditions of approval or consent, requirement, notice, order or direction of any Authority.

Schedule means a schedule to this Bowling Licence.

Services means all utilities and services supplied to or in the EFCP or the Bowling Licence Area (as applicable) including gas, water, drainage, waste collection, electricity and telecommunications (if any) and for the avoidance of doubt, excludes any rates imposed on the Land or the Bowling Licence Area by an Appropriate Authority under the LGA.

Sinking Fund means the reserve account pursuant to section 6.11 of the LGA for the purposes of meeting the cost of capital and structural works (including capital replacement of lifts, electrical switchboards and air conditioning plant and equipment) in the EFCP.

Sinking Fund Contribution means the annual contribution that the Licensor is required to make to the Sinking Fund at the end of each Licence Year in the event that the operation of the EFCP achieves an Actual Surplus for the same period.

SGCC means the Sumpton Green Community Centre, an existing facility within the EFCP used as a playgroup and child and adolescent health service centre and shown as "Richmond House Playgroup" and Existing Playground" on the EFCP Plan.

Special Conditions means any terms and conditions specified in **Item 14**.

State means the State of Western Australia.

Surrounding Area means any land or water adjacent to or in the vicinity of the Bowling Licence Area.

Term means the term of the Bowling Licence specified in **Item 4** and where the context permits includes any Further Term.

Termination means the expiry by passage of time or the sooner determination of the Term.

Town means the Town of East Fremantle.

Town's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Town from time to time located or contained in the EFCP (including the Bowling Licence Area), including floor coverings and window treatments.

Treasury Loan means the loan in the sum of $5 million borrowed by the Town from the Western Australian Treasury Corporation to fund the construction of the EFCP.

Valuer means a person who:

(a) is licensed under *Land Valuers Licensing Act* 1978 (WA);

(b) a independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Australian Property Institute (Inc.) (Western Australia Division); and

(a) has not less than 5 years experience in valuing gland and developments similar to the EFCP.

WHS Legislation means all laws regarding work health and safety that apply to the Bowling Licence Area 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 licences, terms or conditions issued to or imposed on the Town or the Licensee by an Authority pursuant to those work health and safety laws.

1.2 Interpretation

In this Bowling Licence, unless inconsistent with the context:

(a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(b) the singular includes the plural and vice versa;

(c) a reference to a gender includes any gender;

(d) headings are for convenience only and do not affect interpretation;

(e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Bowling Licence;

(f) the word "includes" is not a word of limitation and does not restrict the interpretation of a word or phrase in this Bowling Licence;

(g) a reference to person includes a reference to:

(i) an individual, a body corporate, a trust, a partnership, a joint venture an, unincorporated body, governmental or agency, or other entity whether or not it is a separate legal entity;

(ii) that person's personal representatives, successors and permitted assigns and transferees and a person, who novates this Bowling Licence;

(h) a reference to time is to Perth, Western Australia time;

(i) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;

(j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Bowling Licence or any part of it;

(k) a reference to A$, $A, dollar or $ is to Australian currency;

(l) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(m) a covenant entered into by more than one person is deemed to be entered into by those persons jointly and each of them severally;

(n) where the context permits, the expression "Licensee" includes the members, office bearers, staff and invitees of the Licensee.

1.3 Inconsistency with Statutory Provisions

In the event of any inconsistency between:

(a) an obligation, right or power of either the Licensee or the Licensor under this Bowling Licence; and

(b) an obligation, right or power of the Town under the Local Government Laws,

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

1.4 No Fettering

Nothing in or arising out of this Bowling Licence in any way:

(a) diminishes the Town's rights and powers; or

(b) fetters any discretion that the Town has,

under the Local Government Laws.

2. Condition Precedent

This Bowling Licence is subject to and condition on:

(a) The Town obtaining the approval of the Minister to this Bowling Licence pursuant to section 18 of the LAA on or before the Commencement Date;

(b) The Town (as lessor) and the Licensor (as lessee) entering into the EFCP Lease; and

(c) The Town (as headlessor), the Licensor (as sublessor) and the Licensee (as sublessee) entering into the Bowling Sublease.

3. Grant and Term

3.1 Grant

(a) The Town grants to the Licensee from the Commencement Date a licence to use the Bowling Licence Area for the Permitted Use subject to the Licensee paying the Licence Fee at the times and in the manner provided below and on the terms and conditions of this Bowling Licence.

(b) The licence conferred by this Bowling Licence is:

(i) non-exclusive in relation to the Bowling Greens, subject to the Licensee having priority access and usage rights in accordance with the Greens Priority Usage Table during the Bowling Greens Permitted Period; and

(ii) non-exclusive in relation to the Building Bowling Licence Area, subject to the Licensee having priority access and usage rights on EFBC Events during the Hours of Use.

(c) The rights granted to the Licensee are contractual only and nothing in this Bowling Licence grants the Licensee an interest in the land comprising the Bowling Licence Area.

3.2 Term and Commencement Date

This Bowling Licence is for the Term and commences on the Commencement Date.

4. Licence Fee

4.1 Licence Fee

The Licensee must, if demanded in writing by the Licensor, pay the Licence Fee to the Licensor during the Term and otherwise so long as the Licensee remains entitled to use the Bowling Licence Area.

4.2 Payment of Licence Fee

The Licence Fee is payable annually in advance, with the first payment to be made on the Commencement Date (if demanded in writing by the Licensor) and subsequent payments to be made on the anniversary of the Commencement Date in each Licence Year.

5. Other Payments

5.1 No payment by Licensee for Services

The Licensee will pay no charges and meter rentals for Services consumed on or for the Bowling Licence Area or any electricity consumed by any air conditioning plant used for the Bowling Licence Area.

5.2 Insurance

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

5.3 Legal costs

Each Party will bear their own costs in relation to the preparation, negotiation, amendment, variation and execution of this Bowling Licence.

5.4 GST Liability

(a) The expressions "GST", "input tax credits", "tax invoice" "tax period", and "taxable supply" have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* ("the GST Act").

(b) The Parties acknowledge that GST is payable in respect of each taxable supply made under this Bowling Licence.

(c) The Licence Fee and all other amounts payable by the Licensee to or on behalf of the Town under any provision of this Bowling Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) are expressed in amounts that do not include the GST payable.

(d) In respect of a taxable supply made under this Bowling Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) the Licensee must, in lieu of and in substitution for any amount(s) otherwise required to be paid under this Bowling Licence ("Licensee Payment(s)"), pay an amount or amounts equal to those Licensee Payment(s) increased by a

percentage equal to the rate of GST imposed on a taxable supply by the GST Act.

(e) The Town must issue valid tax invoices to the Licensee for taxable supplies under this Bowling Licence.

6. Food and Beverage Payment

(a) The Licensor must pay the EFBC F&B Payment to the Licensee in accordance with this clause 6.

(b) Other than the Preliminary Period and subject to clause 6(h), the EFBC F&B Payment is payable to the Licensee in arrears within 20 Business Days of the end of each Quarter.

(c) The Licensor must not pay the EFBC F&B Payment to the Licensee during the Preliminary Period unless directed in writing to do so by the Town (acting in the Town's sole and absolute discretion).

(d) If the Licensee is directed by the Town to pay the EFBC F&B Payment to the Licensee during the Preliminary Period, the Licensor must pay the EFBC F&B Payment to the Licensee within 20 Business Days of the later of:

(i) the end of the Quarter in which the EFBC F&B Payment relates to; and

(ii) the date on which the Town gives the written direction to the Licensor for the EFBC F&B Payment under clause 6(c).

(e) The Licensor acknowledges and agrees that:

(i) the Licensor and the Town (acting reasonably) will by agreement determine the allocation of costs to the Food and Beverage Facilities for each Quarter;

(ii) the Licensor must give notice to the Licensee of the cost allocation determination for the Quarter within 5 Business Days of the date of such agreed determination between the Licensor and Town; and

(iii) the Licensor is not required to give notice to the Licensee of the cost allocation determination for any subsequent Quarter unless there has been a change in the applicable allocation of costs as compared to the previous Quarter.

(f) Within 20 Business Days of the end of each Quarter, the Licensor must provide the Licensee with an itemised summary of:

(i) all revenue generated by the Food and Beverage Facilities for the Quarter just completed;

(ii) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed (having regard to the applicable allocation of costs determined by the Licensor and Town under clause 6(e)(i));

(iii) all revenue generated by the food and Beverage Facilities for the Quarter just completed from EFBC Events in the same period;

(iv) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed for the EFBC Events only in the same period (having regard to the applicable allocation of costs determined by the Licensor and the Town under clause 6(e)(i);

(v) all revenue generated by the Food and Beverage Facilities for the Quarter just completed from purchases made by EFBC Club Members in the same period;

(vi) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed for purchases made by EFBC Club Members in the same period (having regard to the applicable allocation of costs determined by the Licensor and the Town under clause 6(e)(i)); and

(vii) all revenue generated by the Food and Beverage Facilities for the Quarter just completed from purchases made by EFBC Club Members in the same period.

(g) The Licensee acknowledges and agrees that at any time during the Term, the Town may:

(i) in the Town's absolute discretion, by notice to the Licensor, direct the Licensor to cease paying the EFBC F&B Payment;

(ii) review and amend (in consultation with the Licensor) the method and formula for calculating the EFBC F&B Payment; and

(iii) in the Town's absolute discretion, by notice to the Licensor, impose a cap on the amount of the EFBC F&B Payment (being either a cap on a dollar amount or a cap expressed in percentage terms).

(h) The Licensee acknowledges and agrees that the Licensor will not pay the EFBC F&B Payment to the Licensee for the Quarter just completed, unless the Food and Beverage Facilities for EFBC Events and in respect of revenue from purchases made by EFBC Club Members have generated an F&B Operating Surplus for that same period.

7. EFBC Discretionary Dividend

(a) The Town may, in its sole and absolute discretion, pay the EFBC Discretionary Dividend to the Licensee in accordance with this clause 7.

(b) The Town will not pay the EFBC Discretionary Dividend to the Licensee:

(i) during the Preliminary Period; and

(ii) while there is any amount of the minimum yearly repayment of the principal and interest owing on the Treasury Loan that is unpaid in the Licence Year just completed.

(c) Where:

(i) the End of Year Financial Reconciliation for the EFCP in a Licence Year shows an Actual Surplus;

(ii) the minimum applicable repayment amount of the principal and interest for the Treasury Loan in that Licence Year has been paid in full;

(iii) after payment of the Sinking Fund Contribution, there is an Adjusted Surplus; and

(iv) after payment of the Licensor's applicable share of the Adjusted Surplus (if any), the Town is entitled to receive a share of the Adjusted Surplus (**Town's Surplus Share**),

then,

(v) the Town may, in its sole and absolute discretion, elect to pay (but is not obliged to do so) the EFBC Discretionary Dividend to the Licensee.

(d) If the Town elects to pay the EFBC Discretionary Dividend to the Licensee, it must do so within 30 Business Days after the Town's receipt of the Town's Surplus Share.

(e) The Licensee acknowledges and agrees that at any time during the Term, the Town may, in the Town's absolute discretion:

(i) review and amend the method and formula for calculating the EFBC Discretionary Dividend; and

(ii) by notice to the Licensee and EFBC, impose a cap on the amount of the EFBC Discretionary Dividend (being either a cap on a dollar amount or cap expressed in percentage terms).

8. Function Room

8.1 Use of Function Room by Licensee

(a) The Licensee and its Permitted Persons will have priority access to use the Function Room on EFBC Events for the Permitted Use during the Hours of Use.

(b) The Licensee may continue to use the Function Room for the Extended Hours of Use if the Licensee or a Permitted Person is using the Function Room on a EFBC Event but only for the purpose of cleaning and clearing the Function Room.

(c) The Licensee acknowledges and agrees that community access to and use of the Function Room (including community and individual hire) may be scheduled at the discretion of the Licensor on days and times that are not EFBC Events.

(d) The Licensee must not do or permit to be done on the Bowling Licence Area anything which may be a nuisance or annoyance to the Licensor or to any of the Licensor's other licensees and subtenants or to the tenants or occupiers of the Surrounding Area or other property in the vicinity of the Land, and the Licensee agrees that:

(i) use of amplified noise in the Function Room is prohibited (other than with the prior approval of the Licensor); and

(ii) any noise from the operation (including any generator noise) must comply with the assigned noise levels specified in the *Environmental Protection (Noise) Regulations* 1997 (WA).

8.2 Scheduling EFBC Events

(a) For the first calendar year of the Term, the EFBC Events will be those as set out in Schedule 4.

(b) For all calendar years other than the first calendar year, the EFBC Events will be set annually in advance for each calendar year during the Allocation Period in accordance with the procedure set out in this clause 8.2.

(c) During the Allocation Period, the Licensor, the Licensee, EFFC and EFCC will in good faith discuss and endeavour to reach agreement on:

(i) the priority allocation of the Function Room as between the Licensee, EFFC and EFCC for the forthcoming calendar year; and

(ii) the EFBC Events, the EFFC Special Events and the EFCC Events for the forthcoming calendar year.

(d) In discussing and endeavouring to reach agreement on the matters in clause 8.2(c), the Licensor, Licensee, EFFC and EFCC must have regard to:

(i) the Precinct Partners Priority Usage Policy;

(ii) the fixturing of the WAFL men and women seasons;

(iii) the fixturing of the pennant bowls season;

(iv) the fixturing of the pennant croquet season;

(v) training activities and programs; and

(vi) the historical scheduling of club events and fundraising activities.

(e) If the Licensor, Licensee, EFFC and EFCC are unable to reach agreement within the Allocation Period on the matters set out in clause 8.2(c), the Licensor (in consultation with the Town) will determine the EFBC Events, the EFFC Special Events and the EFCC Events for the forthcoming calendar year.

8.3 Licensor's obligations in relation to Function Room

(a) On EFBC Events, the Licensor is responsible for:

(i) table arrangement and room set up in the Function Room;

(ii) catering;

(iii) food service;

(iv) bar service;

(v) cleaning and clearing the Function Room; and

(vi) any other activities required to prepare for and operate the Function Room on an EFBC Event.

(b) The Licensee must give the Licensor not less than 72 hours' notice prior to the EFBC Event of the Licensee's requirements for its use of the Function Room including:

(i) the number of guests;

(ii) the number of tables;

(iii) the room layout including the requirement for any stage setup;

(iv) any requirements for audio-visual equipment;

(v) banners, signage or decorations (which must be supplied by the Licensee and provided to the Licensor no later than 48 hours prior to the EFBC Event).

(c) The Licensee must pay to the Licensor, on demand, all costs incurred by Licensor (on a cost recovery basis only and without any mark-up) in performing its obligations under clause 8.3(a).

9. Bowling Greens

9.1 Licensee's use of the Bowling Greens

The Licensee and Licensor acknowledge and agree that:

(a) the Bowling Greens are designated for the priority use of the Licensee during the Bowling Greens Permitted Period in accordance with the Greens Priority Usage Table;

(b) the Licensor and Licensee must comply with the usage arrangements set out in the Greens Priority Usage Table; and

9.2 Community Use of the Bowling Greens

The Licensee and Licensor acknowledge and agree that:

(a) subject to this clause 9.2, the rights of individuals and groups from the general public to use the Bowling Greens for Community Use outside of the Licensee's priority usage arrangements set out in the Greens Priority Usage Table, will be determined by the Licensor (in consultation with the Town) from time to time;

(b) the Licensor will be responsible for administering a booking system so that individuals and groups can book the Bowling Greens for Community Use (for those times and days outside of the Licensee's priority usage arrangements set out in the Greens Priority Usage Table);

(c) any Community Use of the Bowling Greens by individuals and groups approved by the Licensor (in consultation with the Town) will be subject to and on the terms of a standard user agreement as determined by the Licensor from time to time;

(d) the Licensor is responsible for (and for the costs of) the placement, erection and maintenance of all (if any) safety and warning signs, temporary fencing and the implementation of other safety measures which are required due to, or relate to the use of the Bowling Greens for Community Use; and

(e) the Licensor must rectify any damage to the Bowling Greens caused by any Community Use.

9.3 Licensor's obligations

The Licensor must exclude and restrain from being on the Bowling Greens any member of the general public who:

(a) uses the Bowling Greens or attempts to use the Bowling Greens while the Licensee is using the Bowling Greens under the Licensee's priority usage arrangements set out in the Greens Priority Usage Table;

(b) uses the Bowling Greens for unlawful purposes;

(c) uses the Bowling Greens in any way which poses a risk to human health or safety or the environment;

(d) uses the Bowling Greens in any noisy, noxious or offensive manner or for any illegal purpose;

(e) fails to comply with any present or future Laws or Requirements relating to the Bowling Greens or its use or occupation;

(f) causes damage to the Bowling Greens which is not fair wear and tear consistent with use by the general public; or

(g) does anything which in the reasonable opinion of the Licensee may become a nuisance, disturbance or annoyance to the Licensee, a Permitted Person or other members of the general public.

10. Sponsorship arrangements

10.1 Licensor's sponsorship obligations

(a) The Licensor must not, without the Licensee's prior written consent, enter into any third party signage, naming rights or sponsorship arrangements for the EFCP where such third party signage, naming rights or sponsorship conflicts with the Licensee's existing sponsorship arrangements as at the commencement of this Bowling Licence.

(b) The Licensor acknowledges and agrees that it must not install any signage or enter into any sponsorship arrangements in respect of the Bowling Licence Area without the Licensee's prior written consent.

11. Licensee's Obligations

11.1 No alterations to the Bowling Licence Area

The Licensee must not:

(a) erect or build or permit or cause to be erected or built on the Bowling Licence Area any permanent structures or improvements or other thing that is a fixture; or

(b) interfere with, alter or make any connection to the EFCP Services, the Licensor's Property and the Licensee's Property.

11.2 Comply with Laws and requirements

(a) The Licensee must use the Bowling Licence Area only for lawful purposes.

(b) The Licensee must punctually comply with and observe at the Licensee's expense all present and future Laws, Local Government Laws and Requirements which relate to the Bowling Licence Area.

11.3 Signage within the Building Bowling Licence Area

(a) Subject to clause 11.3(c), the Licensee must not display from or affix any signs, notices or advertisements on or within the Building Bowling Licence Area without the prior written consent of the Licensor.

(b) Subject to clause 11.3(c), the Licensor may grant or withhold its consent under clause 11.3(a) in the Licensor's absolute discretion.

(c) The Licensor must not withhold its consent to the Licensee's display of temporary sponsorship signs on or within the Building Bowling Licence Area on EFBC Events provided that:

(i) such signs comply with the requirements of clause 11.5; and

(ii) such signs will only be displayed for the duration of the EFBC Event.

(d) If clause 11.3(c) applies:

(i) the Licensee must supply the temporary sponsorship signage to the Licensor on or before the EFBC Event;

(ii) the Licensor must install or display the Licensee's temporary sponsorship signage within the Building Bowling Licence Area (as applicable) in those locations as directed by the Licensee (acting reasonably); and

(iii) the Licensor will remove the Licensee's temporary sponsorship signs from the Building Bowling Licence Area and return those signs to the Licensee following the conclusion of the EFBC Event.

11.4 Signage on the Bowling Greens

(a) The Licensee must not display from or affix any signs, notices or advertisements on or within the Bowling Greens without the prior written consent of the Licensor.

(b) The Licensor must not withhold its consent to the Licensee's display of temporary sponsorship signs on or within the perimeter fencing of the Bowling Greens provided that:

(i) such signs comply with the requirements of clause 11.5; and

(ii) such signs will only be displayed on Pennants Days.

(c) If clause 11.4(b) applies:

(i) the Licensee must supply the temporary sponsorship signage to the Licensor on or before the Pennants Day;

(ii) the Licensor must install or display the Licensee's temporary sponsorship signage within the Bowling Greens in those locations as directed by the Licensee (acting reasonably); and

(iii) the Licensor will remove the Licensee's temporary sponsorship signs from the Bowling Greens and return those signs to the Licensee following the conclusion of the Pennants Day.

11.5 Restrictions on advertising

The Licensee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or any sponsorship arrangements involving or relating to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements and any other goods, services or activities that in the reasonable opinion of the Licensor are considered illegal, immoral, anti-social or offensive to the public.

11.6 No noxious or illegal uses

(a) The Licensee must not do or permit to be done on the Bowling Licence Area anything which in the reasonable opinion of the Licensor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage, whether to the Licensor, the Town or the other occupiers, tenants, subtenants, licensees or users of the Surrounding Area, the EFCP or any other land in the vicinity of the Bowling Licence Area.

(b) This clause 11.6 does not prohibit bowling matches/pennants, training activities or EFBC Events which generate a normal amount of vehicular or pedestrian traffic congestion in and around the EFCP, or normal levels of amplified sound or crowd noise when compared with other comparably sized bowling venues.

11.7 Restrictions in use of Bowling Licence Area by Licensee

(a) The Licensee must not:

(i) smoke tobacco or any other substance or use e-cigarettes, vaporisers or other electronic smoking implements, and the Licensee must ensure that no Permitted Person:

(A) smokes tobacco or any other substance; or

(B) uses e-cigarettes, vaporisers and any other electronic smoking implements,

in any part of the Bowling Licence 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 Bowling Licence Area;

(iii) use or permit to be used any of the Licensor's Property, the Town's Property or the EFCP Services other than for their designed purposes;

(iv) sell any of the Town's Property or the Licensor's Property;

(v) grant or allow to arise any Security Interest in the Town's Property or the Licensor's Property;

(vi) install anything in or on the Bowling Licence Area that overloads any of the EFCP Services or other cables, switchboards, circuits or sub-boards through which electricity is conveyed to or through the Bowling Licence Area;

(vii) do or permit anything to be done on the Bowling Licence Area which in the reasonable opinion of the Licensor will result in noise or behaviour that will have an adverse impact on the amenity of nearby residents;

(viii) sleep at the Bowling Licence Area;

(ix) burn any rubbish or waste at the Bowling Licence Area;

(x) bring onto or keep on the Bowling Licence Area anything of a flammable, dangerous or hazardous nature;

(xi) bring on or keep any animal or bird to or on the Bowling Licence Area; or

(xii) permit another person to do any of these things.

(b) This clause 11.7(a) does not prohibit activities within the Bowling Licence Area which are Permitted Uses.

11.8 Use of Sanitary appliances

The Licensee must not use or permit to be used the lavatories, grease traps and other sanitary appliances installed in the Bowling Licence Area or elsewhere in the Building for any purpose other than that for which they were constructed and not throw or cause or allow to be thrown or disposed in such appliances any sweepings, rubbish, rags, ashes, tea leaves or other substances therein.

11.9 No overloading of electrical circuits

The Licensee must not, without the prior written consent of the Licensor, install any electrical equipment in the Bowling Licence Area that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Bowling Licence Area.

11.10 Use of Bowling Licence Area

The Licensee must only use the Bowling Licence Area for the Permitted Use and for no other use or purpose.

11.11 NABERS Rating & Energy Efficiency

(a) The Licensee acknowledges and agrees that the Licensor is required to operate the Building and the Bowling Licence Area in a manner which improves the energy efficiency and water efficiency of the Building and the Bowling Licence Area.

(b) The Licensee must:

(i) use and cause each Permitted Person to use all Services consumed on or for the Bowling Licence Area efficiently and in a manner that minimises waste;

(ii) comply with and cause each Permitted Person to comply with all reasonable requests made by the Licensor in relation to the energy and water efficiency of the Building, the energy efficiency of the Bowling Green lighting and to maintain the NABERS rating of the Building;

(iii) use its reasonable endeavours to assist the Licensor in its initiatives to reduce energy and water consumption and waste by using the Services, the Building and the Bowling Licence Area in an efficient manner;

(iv) use the Bowling Licence Area in a manner which complies with the sustainability criteria for the Bowling Licence Area as specified by the Licensor from time to time;

(v) not do or omit to do anything which has, or may have a detrimental effect on the NABERS rating or the energy efficiency or water efficiency of the Bowling Licence Area or permit another person from doing so; and

(vi) must not make any Claims as a result of the Licensor carrying out any works required to be conducted to maintain the NABERS rating or general energy efficiency of the Building, even if the works affect the Licensee's use or enjoyment of the Bowling Licence Area.

11.12 Security threats

The Licensee must:

(a) promptly notify the Licensor or the Manager if the Licensee or a Permitted Person receives any threat or demand which relates to the Bowling Licence Area, or to the safety of any person or property within the Bowling Licence Area;

(b) be familiar with and comply with, and ensure each Permitted Person is familiar with and complies with the Licensor's emergency evacuation procedures (if any), including any requirement for people at the Bowling Licence Area to participate in emergency evacuation procedures and drills;

(c) obey and cause each Permitted Person to obey any reasonable direction given by the Licensor or the Manager relating to the control of people within the Bowling Licence Area and the evacuation or closure of any part of the Bowling Licence Area, following the giving to any person of a threat or demand of the kind referred to in this clause, or in the event of any fire earthquake or other emergency and for practice exercises of any emergency; and

(d) if any civil defence, fire or evacuation drill is conducted in the Bowling Licence Area at any time, co-operate fully in the planning and control of and participation in them and to supply the Licensor with the names of the people responsible for carrying out all duties of civil defence planner and fire officer or warden in relation to the Bowling Licence Area and the person responsible on each floor level as applicable.

11.13 Environmental Obligations

The Licensee:

(a) must not cause or permit the release from or onto the Bowling Licence Area any pollutant, Contamination or Hazardous Material;

(b) must comply, permit the Licensor to itself comply and ensure that all the Permitted Persons comply with all Environmental Laws which are applicable to the Bowling Licence Area, the Licensee or to the Licensee's use of the Bowling Licence Area;

(c) must give notice to the Licensor on each occasion when the Licensee becomes aware that a breach of an Environmental Law has occurred in respect of the Bowling Licence Area;

(d) must notify the Licensor immediately if the Licensee becomes aware of an event, occurrence or condition which obliges the Licensee to notify an Authority that harm to the environment or any life form has or may have occurred;

(e) must, at the Licensee's cost, decontaminate by appropriate treatment, removal or otherwise any pollution, Contamination or Hazardous Materials introduced, caused or permitted to occur by the Licensee or the Permitted Persons and in accordance with the requirement of any relevant Authority carry out all investigative, remedial or decontamination action to the Bowling Licence Area and any land adjacent to the Bowling Licence Area as required by any Environmental Law and to the satisfaction of all relevant Authorities;

(f) if requested by the Licensor, comply with the Licensor's environmental management system or environmental management plan for the Bowling Licence Area;

(g) provide to the Licensor on demand a report on:

(i) the effect of any Environmental Law to the Bowling Licence Area;

(ii) any conduct or activity on the Bowling Licence Area; and

(iii) the presence of any pollution, Contamination or Hazardous Materials on the Bowling Licence Area,

within a reasonable time after receipt by the Licensee of that request; and

(h) indemnifies the Licensor, the Town and the Minister for Lands in respect of all loss, cost, damage, expense and liability suffered by the Licensor, the Town or Minister for Lands (as applicable) in relation to a breach by the Licensee of this clause 11.13.

12. Repair and maintenance of the Bowling Licence Area

12.1 Licensee's repair and maintenance obligations

(a) The Licensee must at the Licensee's own expense repair, maintain and keep the Licensee's fixtures, fittings, equipment and furnishings (if any) installed within the Bowling Licence Area:

(i) in good and substantial repair, order and condition;

(ii) so that they remain in at least the same condition as at the Commencement Date.

(b) The obligations of the Licensee under clause 12.1(a) do not extend to repairs due to fair wear and tear consistent with normal use.

(c) Subject to clause 12.1(d), the Licensee has no obligation to repair, maintain and keep the Bowling Licence Area in good and substantial repair, order and condition.

(d) The Licensee must, at the Licensee's own expense, repair any damage or disrepair to the Bowling Licence Area, its surroundings and any other part of the EFCP caused by any deliberate or wilful act or omission of the Licensee or any Permitted Person.

12.2 Cleaning

The Licensee must:

(a) not allow any rubbish, trade waste, cartons, boxes, containers, sporting equipment, bowls or accumulation of useless property within the Bowling Licence Area or the Surrounding Area except in areas designated for that purpose by the Licensor; and

(b) dispose of and store, and ensure all Permitted Persons dispose of any store all general waste and all recyclable materials within the waste collection points and the recyclable materials collection points in the Bowling Licence Area from time to time designated for that purpose by the Licensor.

12.3 Repair and Maintenance of Bowling Greens

(a) The Licensor must prepare, repair and maintain the Bowling Greens to a high standard and in accordance with the Bowls Greens Standard, and in any event to ensure that there is no disruption to fixtured pennants, other competitive matches and any training activities of the Licensee.

(b) The Licensor's obligations under clause 12.3(a) extends to:

(i) maintenance, inspecting, testing and treatment of the Bowling Greens in accordance with the Bowls Greens Standard and all relevant manufacturers and suppliers' requirements;

(ii) watering, rolling, brushing and re-stretching of the synthetic surfaces to maintain uniform speed;

(iii) ensuring the Bowling Greens remain adequately drained;

(iv) keeping all areas on the Bowling Greens free from pests, weed infestation, moss and algae;

(v) preparing the Bowling Greens for matches and permitted training, in conjunction with the Licensee, including rolling and brushing the Bowling Greens;

(vi) cleaning the surface of the Bowling Greens;

(vii) re-surfacing and repair of the synthetic surfaces; and

(viii) the repair and replacement of any surface reticulation and irrigation equipment; and

(ix) the repair and replacement of any external lighting.

(c) In carrying out its obligations under this clause 12.2, the Licensor must take all reasonable measures to:

(i) minimise disruption to the Licensee's priority usage of the Bowling Greens during the Bowling Greens Permitted Period; and

(ii) ensure that any repair, maintenance or preparation activities which require the Bowling Greens to be closed off from access by the Licensee, the Permitted Persons or members of the general public for any continuous period longer than [24] hours is only carried out in period that is outside the Bowling Greens Permitted Period.

(d) The Bowls WA Greens and Infrastructure Committee will be used to determine the Licensor's compliance with clause 12.3(a) if there is a dispute between the Licensor and Licensee relating to the condition of the playing surface of the Bowling Greens.

(e) The Licensee will be responsible for setting up and removing all sporting equipment on the Bowling Greens for training activities and on Pennants Days including the jack and bowls, boundary pegs, measuring equipment and chalk/chalk spray.

13. Indemnity and Insurance Provisions

13.1 Licensee's Indemnity

(a) Except to the extent caused by any act, neglect, default or omission of the Town and/or the Licensor, or the employees, agents and contractors of the Town or Licensor (as applicable), the Licensee indemnifies the Licensor, the Town and the Minister against all Claims, including legal and investigative costs and expenses, which the Licensor, the Town or the Minister may incur or become liable for in connection with the loss of life, or personal injury, or damage to any property (wheresoever occurring) arising out of any occurrence at the Bowling Licence Area or the use by the Licensee of the Bowling Licence Area to the extent occasioned by any act, neglect, default or omission by the Licensee or by its Permitted Persons or by any other person on the Bowling Licence Area.

(b) To the extent permitted by Law, the Licensee indemnifies the Licensor, the Town and the Minister from and against all Claims, including legal and investigative costs and expenses, relating to:

(i) injury to, illness of, or death of, any person;

(ii) loss (including loss of use), injury, damage or destruction to any property or the Land;

(iii) any inquiry, investigation, notice, direction, order, proceeding or prosecution instituted under or in relation to the WHS Legislation or the *Coroners Act* 1996 (WA);

(iv) any Contamination, pollution or Environmental Harm;

(v) any remediation required to be carried out by the Licensee under this Bowling Licence in respect of the Land or the Surrounding Area or otherwise having to comply with any Environmental Notice or any other notice received from an Authority; and

(vi) any other act, neglect, default or omission by the Licensee or any Permitted Persons,

directly or indirectly caused by, arising out of, or in connection with the Licensee's or any Permitted Person's use of or access to the Bowling Licence Area or the Surrounding Area.

(c) The obligations of the Licensee under clauses 13.1(a) or 13.1(b) continue after expiration or earlier determination of this Bowling Licence.

13.2 Insurance

(a) The Licensee must, before the Commencement Date, take out and at all times keep in force with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy, 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 Licensor may reasonably require.

(b) The Licensee must prior to the Commencement Date take out and at all times keep in force on a "losses occurring basis" with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy:

(i) a policy of insurance to cover the Licensee's Property against loss or damage due to 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 Town a Licensee may and does ordinarily insure in the full replacement value;

(ii) a policy of employer's indemnity insurance;

(iii) a policy of volunteer personal accident insurance; and

(iv) any other insurances required by Law, or which are from time to time specified in writing to the Licensee as being, in the Licensor's reasonable opinion, policies of insurance with a prudent licensee should take out.

13.3 Licensor's Rights

If the Licensee does not take out and keep in force any policy of insurance in accordance with clauses 13.2(a) and 13.2(b), the Licensee:

(a) irrevocably appoints the Licensor and its attorney to do all things and sign all documents necessary to give effect to this clause, at the Licensee's cost; and

(b) assigns to the Licensor all its rights and benefits under the policy of insurance, including the right to any money received by the Licensee, to secure the Licensee's Obligations under clause 13.2.

13.4 Produce Policies and Receipts for Premiums

The Licensee must, before the Commencement Date, produce to the Licensor and the Town 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 Licensee under this Bowling Licence 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.

13.5 Increase in Insurance Premiums

(a) The Licensee and its Permitted Persons must not bring onto or keep in the Bowling Licence Area anything of a flammable, dangerous or hazardous nature and not without the prior written consent of the Licensor bring onto and keep anything or do any act in the Bowling Licence Area which may increase the rate of the Insurance Premiums.

(b) If the Licensee 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 Licensor and/or the Town, then without limiting any other right of the Licensor or the Town, the Licensee will be responsible for, and must pay and discharge on demand, any damage or loss which the Licensor suffers as a result.

13.6 Insurance

The Licensee 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 the Licensee under this Bowling Licence.

14. Additional Covenants by Licensee

14.1 No encumbrances

The Licensee must not mortgage, charge or encumber the Licensee's interest in this Bowling Licence or any of its fixtures, fittings or improvements in the Bowling Licence Area or agree so to do without the prior consent in writing of the Town.

14.2 No interest in land

The Licensee acknowledges and agrees that nothing in this Bowling Licence grants the Licensee an interest in land and the Licensee must not lodge any caveat at Landgate to protect its interests under this Bowling Licence.

14.3 Pass on notices

The Licensee must immediately give notice in writing to the Town of any notice received by the Licensee from any Authority relating to the Bowling Licence Area.

14.4 Management Committee for EFCP

The Licensee, Licensor and Town acknowledge and agree that:

(a) the Town may delegate all or any of its rights and decision making powers in relation to the operation and management of the EFCP to a committee established under section 5.9(2)(c) of the LGA (**Committee**);

(b) if the Town makes a delegation in accordance with clause 14.4(a) and that delegation includes a requirement that the composition of that Committee must include a representative from each of the Precinct Partners, then:

(i) each Precinct Partner must have no more than one representative on that Committee at any time;

(ii) the Town may have at least two representatives on the Committee (being either employees or elected members of the Town);

(iii) there may be up to two local residents (as representatives of the local community) on the Committee; and

(iv) the Licensee must:

(A) cause an office-bearer or employee of the Licensee to be appointed as a representative of the Committee (**EFBC Representative**); and

(B) give notice in writing to the Town and the Licensor of the name of the person appointed as EFBC Representative within 5 Business Days of the Licensee receiving notice of the Town's delegation; and

(c) if clause 14.4(b) applies, the Licensee may remove and replace the EFBC Representative appointed by it at any time during the term of the delegation, provided that it must always ensure that there is no vacancy in the position of the EFBC Representative on the Committee during the term of the delegation.

15. Town's Covenants and Reservations

15.1 No Liability

(a) The Town shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Bowling

Licence Area or entering or leaving the Bowling Licence Area or the Surrounding Area.

(b) The Town shall not in any way be responsible for any loss or damage resulting from any theft of any item while on the Bowling Licence Area.

(c) The Town shall not in any way be responsible for any injuries which any person may at any time sustain while in and about or on the Bowling Licence Area, howsoever occurring.

15.2 Town's Insurance

(a) The Town may take out and maintain in respect of the Bowling Licence Area insurance policies relating to those Insurable Risks determined necessary by the Town.

(b) For the avoidance of doubt, the Town has no obligation to take out any policy of insurance in relation to the Bowling Licence Area.

15.3 Town's agreements and rights

The Town can grant leases or other licences of other parts of the Land or the Surrounding Area for any use, and the grant of any lease or licence may be made without any compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

16. Termination

16.1 Removal of Property on Termination

The Licensee must on the expiry or sooner determination of this Bowling Licence:

(a) remove from the Bowling Licence Area all of the Licensee's Property to the Licensor's absolute satisfaction; and

(b) subject to clause 16.2, make good any damage to the Bowling Licence Area caused by the removal of the Licensee's Property, to the satisfaction of the Licensor.

16.2 No Make Good to Bowling Licence Area

Other than the Licensee's obligations under clauses 11.13, 12.1(d) and 16.1, the Licensor acknowledges and agrees that the Licensee is not required to:

(a) make good any damage to the Bowling Licence Area; or

(b) reinstate the Bowling Licence Area to the state and condition in which it was as at the Commencement Date.

17. Sale of Alcohol and Gambling

17.1 Sale of Alcohol

(a) The Licensee must not sell or supply alcohol from the Bowling Licence Area or allow alcohol to be sold or supplied from the Bowling Licence Area except:

(i) by the Licensor from the Food and Beverage Facilities in accordance with the licence or permit granted to the Licensor under the *Liquor Control Act* 1988; and

(ii) in accordance with the provisions of the *Liquor Control Act* 1988, *Liquor Control Regulations* 1989, *Liquor Licensing Regulations* 1989, *Food Act* 2008, *Food Regulations* 2009 and any other relevant written law that may be in force from time to time.

(b) The Licensee acknowledges and agrees that it must comply and must ensure that its Permitted Persons comply with the requirements and conditions attaching to the licence or permit granted under the *Liquor Control Act* 1988 in favour of the Licensor in respect of the Food and Beverage Facilities.

17.2 Gambling Prohibited

The Licensee must not allow any gambling (as that term is defined by the *Gaming and Wagering Commission Act* 1987) to occur at the Bowling Licence Area without the Licensor's written consent (which may be withheld at the Licensor's entire discretion).

18. Default Provisions

18.1 Default provisions

If:

(a) Any payment payable under this Bowling Licence remains unpaid after becoming due, and this default continues after the expiration of 14 days after the Licensor has given the Licensee a written notice requiring the Licensee to remedy this default;

(b) there is a breach or non-observance of any of the other Licensee's Obligations and the breach or non-performance continues after the expiration of twenty eight (28) days' written notice to the Licensee to remedy the breach;

(c) there is a breach or non-observance of any of the Licensee's obligations as sublessee under the Bowling Sublease and the breach or non-performance continues after the expiration of 28 days after the Licensor (as sublessor) has given the Licensee (as sublessee) a written notice requiring the Licensee (as sublessee) to remedy the breach;

(d) if the Bowling Licence Area is abandoned, deserted or vacated (other than for the purposes of normal vacation periods) or the Licensee is dispossessed of the Bowling Licence Area by process of Law;

(e) any Insolvency Event occurs in respect of the Licensee;

and in any such case, subject to the Town providing its prior written consent to such termination (which consent may be granted or withheld at the Town's sole and absolute discretion), the Licensor may immediately terminate this Bowling Licence by giving notice to the Licensee and the Term will then cease and determine but without prejudice to any other remedy or right of action of the Licensor in respect of any breach of the Licensee's Obligations.

18.2 Town's right to remedy

The Licensor may remedy any Event of Default by the Licensee under this Bowling Licence including the payment of any moneys payable by the Licensee pursuant to the provisions of this Bowling Licence and whenever the Licensor so elects all debts, costs and expenses incurred by the Licensor including legal costs and expenses in remedying an Event of Default, must be paid by the Licensee to the Licensor on demand.

18.3 Damage for breach of essential term

(a) The covenants by the Licensee:

(i) to pay the costs incurred by the Licensor (clause 8.3(c)) at the times and in the manner provided in this Bowling Licence;

(ii) to not make alterations to the Bowling Licence Area or interfere with or alter any EFCP Services (clause 11.1);

(iii) to only use the Bowling Licence Area for lawful purposes and to comply with all Laws and Requirements (clause 11.2);

(iv) to not cause any general nuisance to other users of the Land (clause 11.6);

(v) to not use the Bowling Licence Area in contravention of the restrictions imposed in clause 11.7;

(vi) to not cause or permit the release of any pollutant, Contamination or Hazardous Material on from or onto the Bowling Licence Area (clause 11.13);

(vii) to repair any damage or disrepair to the Bowling Licence Area caused by any deliberate or wilful act or omission of the Licensee (clause 12.1(d));

(viii) to take out and maintain a policy of public liability insurance of not less than the Insured Amount (clause 13.2);

(ix) to not do anything that and invalidates or avoids a policy insurance taken by the Licensor or Town (clause 13.5);

(x) to comply with the requirements of any licence or permit granted under the *Liquor Control Act* 1988 (clause 17.1),

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

(b) The presence of paragraph (a) in this Bowling Licence does not mean that there are no other essential terms of this Bowling Licence.

18.4 Termination of Bowling Sublease

This Bowling Licence will terminate automatically on termination of the Bowling Sublease.

19. Notices

19.1 Delivery

(a) Subject to a written document which expressly states that the Parties may communicate in a different way, the Parties must communicate by written notice.

(b) A Party must send a notice to the other Party at the address listed:

Party	Address	Attention	Email
Town	135 Canning Highway, East Fremantle WA 6158	The Chief Executive Officer	admin@eastfremantle.wa.gov.au
Licensor	20 Longstaff Road, Bayswater, Victoria 3153	Deb Graham	Deb.Graham@belgravialeisure.com.au
Licensee	Fletcher Street, East Fremantle WA 6158	Lew Watts, Secretary	efbc@bigpond.com

(c) A Party may vary its address by sending a written notice to the other Party.

(d) A Party must use the new address from the time that it receives the notice.

(e) To deliver a notice, a Party must hand deliver, post, or email it to the other Party's address.

19.2 Effect and delivery

(a) A notice takes effect at the time stated in the notice.

(b) If no time is stated then a notice sent by post is deemed to be received:

(i) three days after posting if within Australia; and

(ii) seven days after posting if posted to or from a place outside Australia;

(c) If no time is stated, a notice sent by email is deemed to be received:

(i) at 5.00pm on the Business Day that the notice is sent; or

(ii) if sent after 5.00pm, then on the next Business Day.

20. Dispute Resolution

20.1 Dispute

(a) If a Dispute arises between the Licensee and the Licensor then either Party may give the other Party a Dispute Notice and the Parties are required to discuss the Dispute in good faith and explore the resolution of this Dispute.

(b) If for any reason the Parties have not resolved the Dispute within ten (10) Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause.

(c) Following service of a Dispute Notice and failure to agree the resolution of the Dispute within ten (10) Business Days after the Dispute Notice was given, the Parties are to agree the person to be the Mediator within 15 Business Days after the Dispute Notice was given and jointly appoint that person to mediate the Dispute.

(d) If the Parties cannot reach agreement on the person to be appointed as Mediator within 15 Business Days after the relevant Dispute Notice was given, then:

(i) a Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the Mediator; and

(ii) the Parties must jointly appoint the person nominated under clause 20.1(d)(i).

(e) If the person nominated or appointed is unavailable or unwilling to act and the Parties are unable to agree to appoint another Mediator within 5 Business Days, then clause 20.1(d) applies.

(f) The mediation will be conducted in accordance with the Law Society of Western Australia Model Mediation Rules.

(g) The Model Mediation Rules are deemed to be incorporated into this clause 20.

(h) The Parties will share equally and will be jointly and severally liable to the Mediator for the Mediator's fees for the mediation, unless otherwise agreed.

20.2 Dispute not resolved through Mediation

(a) If the Dispute cannot be resolved through mediation in a manner that is satisfactory to both Parties within 60 Business Days after the relevant Dispute Notice was given, then:

(i) the Dispute must be referred to the CEO for determination in accordance with this subclause 20.2(a); and

(ii) the CEO may either:

(A) make a final determination for the resolution of the Dispute, but only after:

i. giving each Party an opportunity to make written submissions to the CEO;

ii. giving due consideration to any submissions received; and

iii. setting out the reasons for his or her decision in writing; or

(B) appoint an Expert to determine the Dispute for determination in accordance with clause 20.3.

(b) The determination of the CEO in clause 20.2(a)(ii)(A) will be final and binding on the Parties so far as the Law allows except in the case of manifest error (of law or fact) or where a Party has been denied natural justice.

20.3 Expert Determination

(a) The CEO (acting reasonably) will decide:

(i) which type of "Expert" is to be appointed to determine the Dispute; and

(ii) the person to be nominated as that Expert to determine the Dispute.

(b) The Parties must jointly appoint the person nominated by the CEO under clause 20.3(a) to determine the Dispute.

(c) If the person nominated or appointed is unable or unwilling to act, then clause 20.3(a) will apply.

(d) 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 Parties;

(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 20.

(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 a 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 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 the Deed.

(i) The Expert's determination:

(i) is final and binding on the Parties;

(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 made 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, unless an agreement or a determination is made under clause 20.3(j)(ii) as to who should pay for such remuneration; and

(ii) unless the Parties specifically otherwise agree, the Expert will determine which Party or Parties will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party or Parties was at fault or unreasonable in failing to agree to the Dispute, and each Party will bear those costs accordingly.

(k) Nothing, while in Dispute, will relieve the Parties from any of their obligations under the Deed.

(l) Unless otherwise ordered by the Expert under clause 20.3(j)(ii), the Expert's costs shall be paid by the Parties in equal shares and each Party shall pay its own legal and other costs of the Dispute.

20.4 Urgent interlocutory relief

Nothing in this clause 20 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.

21. Further Term

21.1 Further Term

(a) If the Licensee:

(i) has duly and punctually paid the Licence Fee and all other money payable by the Licensee to the Licensor under this Bowling Licence during the Term; and

(ii) has duly and punctually observed and performed the Licensee's Obligations at all times up to the expiration of the Term,

then, provided the Licensee has first given the Licensor a written notice of exercise of not less than 14 months before the expiration of the Term and the Licensor wishes to take a new lease of the EFCP Premises for the "Further Term" (as that term is defined in the EFCP Lease):

(iii) the Licensor will give the Town a notice to grant the "Further Term" (as that term is defined in the EFCP Lease); and

(iv) if the Town grants the Licensor the "Further Term" (as that term is defined in the EFCP Lease), the Licensor must grant the Licensee, and the Licensee must accept, a licence for the Further Term.

(b) If a licence for the Further Term is granted pursuant to clause 21.1(a), then the new licence will be on and subject to the same terms and conditions as are contained in or implied by this Bowling Licence except for this provision for renewal, unless there is more than one Further Term in which even the number of Further Terms will be reduced by the Further Term then exercised.

21.2 Variation to extend term of EFCP Lease

Subject to clause 21.5, if the Town and the Licensor extend the term of the EFCP Lease beyond the "Term" (as that term is defined in the EFCP Lease), then subject to the prior written consent of the Minister for Lands, the Licensor must extend this Term for the same extended term as the varied EFCP Lease (less one day).

21.3 New licensor

Subject to clause 21.5, if the Town enters into a new lease of the EFCP Premises (**New EFCP Lease**) with a third party (**New Licensor**) and the EFCP Premises includes the Bowling Licence Area, then subject to the prior written consent of the Minister for Lands, the Town must cause the New Licensor to grant a licence to the Licensee for the same term as the New EFCP Lease (less one day) (**New Bowling Licence**).

21.4 Licence rights where no replacement EFCP Lease entered into

Subject to clause 21.5, if the Town does not enter into a New EFCP Lease in respect of the Bowling Licence Area (with a term to commence immediately after the expiry of the EFCP Lease or New EFCP Lease, as applicable), then subject to the written consent of the Minister for Lands, the Town will grant a new licence in respect of the Bowling Licence Area (**New Bowling Licence**) to the Licensee (as licensee) on the following terms:

(a) the term of the New Bowling Licence will be equal to 20 years less the cumulative term of the Bowling Licence and the term of any New Bowling Licence (where applicable); and

(b) the term of the New Bowling Licence will commence on the date immediately following the expiry of the Bowling Licence or New Bowling Licence (as applicable).

21.5 Cumulative terms of Bowling Licence

The Licensee acknowledges and agrees that the Term, the Further Terms and any extended terms or new terms granted under clauses 21.2, 21.3 and 21.4 must not exceed a total cumulative period of 21 years.

22. Insolvency Event for Licensor

The Licensee and Town acknowledge and agree that:

(a) if an Insolvency Event occurs in relation to the Licensor; or

(b) the EFCP Lease is otherwise terminated,

the Town may by written notice to the Licensee make this Bowling Licence a licence of the Bowling Licence Area between the Town as licensor and the Licensee as licensee on the same terms as this Bowling Licence.

23. General

23.1 Governing law and jurisdiction

The law of Western Australia governs this Bowling Licence.

23.2 Severance

(a) If a provision of this Bowling Licence is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Bowling Licence.

(b) The remaining provisions of this Bowling Licence remain in full force and effect.

23.3 No waiver

(a) A Party granting a waiver of a right under this Bowling Licence must give written notice of that waiver, to the Party, which benefits from the waiver.

(b) A Party's failure, partial failure or delay in exercising a right relating to this Bowling Licence is not a waiver of that right.

(c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Bowling Licence.

(i) constitutes a waiver of that right; or

(ii) is a defence to its own action or inaction.

(d) The Parties may not waive or vary this clause.

23.4 No Merger and survival

(a) A Party's rights and obligations under this Bowling Licence do not merge at Termination.

(b) To the extent that a Party has not satisfied an obligation or it is a continuing obligation, that obligation survives Termination.

23.5 Manager

The Licensor may appoint an employee, officer or agent of the Licensor to manage the Bowling Licence Area and that Manager may represent the Licensor in all matters relating to this Bowling Licence.

23.6 Entire agreement

(a) This Bowling Licence constitutes the entire agreement between the Parties in relation to the Licensee's use of the Bowling Licence Area and supersedes all prior discussions, undertakings and documents.

(b) The Licensee has not been induced to enter into this Bowling Licence by a statement or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Licensor or Town and or the Licensor's or Town's agents or consultants which is not contained in this Bowling Licence.

23.7 Relationship

Except where this Bowling Licence expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

23.8 No assignment

(a) This Bowling Licence is personal to the Licensee and must not be assigned, sub-licensed or dealt with in any way.

(b) The rights, duties and obligations of the Licensor under this Bowling Licence may be assigned by the Licensor if the Town has consented to the Licensor's assignment of the EFCP Lease (provided that the assignee under this Bowling Licence is identical to the assignee under the EFCP Lease).

23.9 Counterparts

This Bowling Licence may be executed in any number of counterparts. All executed counterparts constitute one document.

23.10 Duty

The Licensee must pay duty and other government imposts relating to this deed and its related documents and transactions.

23.11 Licensor's Agreements and Rights

(a) The Licensor shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Bowling Licence Area or entering or leaving the Bowling Licence Area or the Surrounding Area.

(b) The Licensor shall not in any way be responsible for any loss or damage resulting from the theft of any item while on the Bowling Licence Area.

(c) The Licensor shall not in any way be responsible for any injuries which any person may at any time sustain while in and about or on the Bowling Licence Area, howsoever occurring.

(d) The Licensor can grant subleases or other licences of other parts of the Land or the Surrounding Area for any use, and the grant of any sublease or licence may be made without any compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

(e) Subject to clause 8.2, 9.1, the Oval Priority Usage Table and the Precinct Partners Priority Usage Policy, the Licensor can grant licences and other rights over the Bowling Licence Area.

23.12 Month to month licence

(a) The Licensee may continue to use the Bowling Licence Area after the Expiry Date with the agreement of the Licensor.

(b) The Licensee's right to use the Bowling Licence Area beyond the Expiry Date will be on a month to month basis on the same terms and conditions (with appropriate changes made) as are contained

(c) If the Licensee continues to use the Bowling Licence Area with the agreement of the Town after Termination, then the Licensee will be a monthly licensee on the same terms and conditions (with appropriate changes made) as are contained or implied in this Bowling Licence, excluding any Further Term.

(d) The monthly licence under this clause 23.12 may be terminated by either the Licensee or the Licensor by that Party giving the other Party 1 months' notice in writing. This notice may be given at any time.

23.13 Western Australian Planning Commission Consent

This Bowling Licence 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*.

23.14 Section 18 Consent

(a) This Bowling Licence is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act* 1997 (WA).

(b) Anything required to be done under this Bowling Licence by the Minister for Lands under this Bowling Licence may be done by the Minister of 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 Bowling Licence.

23.15 Consents and approvals

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

23.16 Emergency Management

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

(a) the Town will have unfettered access to, and use of, the Bowling Licence Area at all times (including during any periods in which the Licensee would have priority access under this Bowling Licence) if required by the Town; and

(b) the Town will take reasonable endeavours to ensure that it gives notice to the Licensee as soon as practicable after it determines its need to use the Bowling Licence Area in connection with the emergency or natural disaster.

23.17 Workplace Health and Safety Act 2020

(a) The Licensee agrees that even though the Licensee does not have exclusive possession of the Bowling Licence Area, for the purposes of the *Workplace Health and Safety Act* 2020 (WA):

(i) the Licensee has control of the Bowling Greens during the Bowling Greens Permitted Period unless the Licensor (at any time) notifies the Licensee otherwise; and

(ii) the Licensee has control of the Building Bowling Licence Area during EFBC Events unless the Licensor (at any time) notifies the Licensee otherwise.

(b) Except to the extent caused by the Licensor or the Town, the Licensee releases and indemnifies and agrees to keep indemnified the Licensor, the Town and the Minister from and against all Claims for or in respect of which the Licensor is or may be or become liable by reason of the *Workplace and Safety Act* 2020 (WA), in respect of the Bowling Licence Area or the Permitted Use.

(c) Subject to the Licensor's obligations to undertake repairs, maintenance and testing in respect of the Bowling Licence Area and to comply with the Licensor's obligations under this Bowling Licence in respect of the Bowling Licence Area:

(i) the Licensee (and not the Town nor the Licensor) is responsible for the health, safety and wellbeing of the Permitted Persons;

(ii) the Licensee must ensure that the Bowling Licence Area is in a condition that:

(A) does not pose any obvious and immediate risk to the health or safety of the Permitted Persons; and

(B) appears obviously and immediately suitable for the Permitted Persons to use the Bowling Licence Area having regard to the particular activity the Permitted Persons are proposing to undertake,

on each occasion that the Permitted Persons access or use the Bowling Licence Area;

(iii) the Licensee must ensure that the Permitted Persons do not use the Bowling Licence Area if the area is in a condition that:

(A) poses a risk to the health or safety of the Permitted Persons; or

(B) is not suitable for use, having regard to the particular activity the Permitted Persons undertake.

(d) The Licensee must immediately notify the Licensor of any Hazard and ensure the safety and health of each Permitted Person affected by that Hazard.

23.18 Agent

All acts and things which a Party is required or empowered to do under this Licence may be done by that Party or the solicitor, or other agent or representative specifically authorised in writing served on the other Parties to act on behalf of a Party under this Licence.

23.19 Indemnities

(a) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Bowling Licence.

(b) Each indemnity given under this Bowling Licence:

(i) is separate and independent from any other obligation of the Party giving it; and

(ii) is absolute, irrevocable, unconditional and payable on demand.

23.20 Special Conditions

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

Schedule 1

1. Land

Lot 6229 on Diagram 1243 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75..

2. Building Bowling Licence Area

That part of the Ground Floor of the Building shaded teal on the Building Plan and extending vertically from the upper surface of the floor slab to the under surface of the ceiling above the floor slab on each floor level of those premises and extending horizontally on each floor level to and including the internal surfaces of external walls, the mid or centre line adjoining or internal walls or partitions and to the internal surfaces of external windows, and including all EFCP Services and all Licensor's Property and all Town's Property in that licensed area of the Building.

3. Commencement Date:

The date immediately after the date of approval of the Bowling Licence by the Minister under section 18 of the LAA.

4. Term:

5 years (less one day)

5. Expiry Date

The expiry date of the EFCP Lease less one day being 31 March 2029.

6. Hours of Use

Between the hours of 8:30am and Midnight.

7. Extended Hours of Use

Between midnight and 1am.

8. Licence Fee:

$1.00 (ONE DOLLAR) PER annum plus GST (if demanded by the Licensor).

9. Permitted Use

(a) Bowling Greens to accommodate men's and women's pennant/competitive bowls, social bowls, barefoot bowls, corporate bowls, training activities and other sporting, leisure, recreational and entertainment activities;

(b) match day activities associated with bowls competitions for the Bowling Greens;

(c) functions, catering space and food and beverage facilities and EFBC Events for the Building Bowling Licence Area.

10. Insured Amount:

$20,000,000

11. Further Term

5 years (less one day) commencing on the day immediately following the Expiry Date.

12. EFBC F&B Payment

If BCE is > (0.73 x BCR)

then:

FB = (1 – (BCE/BCR)) x BCR

If BCE is ≤ ((0.73 x BCR)

then:

FB = 0.27 x BCR

Where:

FB = the EFBC F&B Payment payable to the Licensee in the relevant Quarter.

BCR = the total gross revenue in the Quarter generated by the Food and Beverage Facilities from:

(a) purchases made by EFBC Club Members; and

(b) purchases made during EFBC Events.

BCE = the total expenditure attributable to the Food and Beverage Facilities in the Quarter for:

(a) EFBC Events; and

(b) purchases made by EFBC Club Members.

13. EFBC Discretionary Dividend

$DD = 0.2 x $TSS

Where:

$DD = the EFBC Discretionary Dividend payable to the Licensee in respect of a Licence Year

$TSS = the Town's Surplus Share in the same Licence Year.

14. Special Conditions

14.1 Review of Operation of Bowling Licence Area

(a) On or around the second anniversary of the Commencement Date, the Licensee and Licensor shall review and discuss the processes set out in this Bowling Licence in order to determine whether any amendments can be made to this Bowling Licence that has the potential to:

(i) improve the performance, amenity or availability of the Bowling Licence Area to host Pennants Days and EFBC Events;

(ii) improve coordination as between the Licensor and Licensee;

(iii) minimise the day to day administrative burden of the Licensor or the Licensee in complying with the terms of this Bowling Licence; or

(iv) facilitate the Licensor to more effectively perform its obligations under this Bowling Licence.

(b) If, following the discussions set out in special condition 14.1(a), the Licensor and Licensee identify and agree upon any such process improvements, then:

(i) the Licensor and Licensee may discuss the process improvement with the Town; and

(ii) the Licensor, Licensee and the Town may agree to amend the terms of this Bowling Licence to reflect that process improvement.

(c) If the Licensee, Licensor and the Town cannot agree upon how to amend this Bowling Licence in accordance with special condition 14.1(b), this unamended Bowling Licence will continue to apply.

Schedule 2

Bowling Greens Permitted Period

Bowling Greens Permitted Period	1 October to 31 December in each calendar year during the Term
Bowling Greens Permitted Period	1 January to 30 April in each calendar year during the Term

Schedule 3

Greens Priority Usage Table

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Licensee							
Community							

Schedule 4

EFBC Events

Date	EFBC Event

Executed as a Deed:

Executed as a deed for and on behalf of the **Town of East Fremantle** by persons duly authorised to do so under section 9.49A(4) of the *Local Government Act* 1995 (WA)))))	
Authorised person sign	Authorised person sign
Position	Position
Full Name (please print)	Full Name (please print)
Executed as a Deed by **Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463)** as trustee for the Belgravia Leisure Unit Trust under s 127 of the Corporations Act:)))	
Signature of Director	Signature of Director/Company Secretary (Delete title which does not apply)
Print name in full	Print name in full

The common seal of **East Fremantle Bowling Club Inc.** was hereunto affixed to this deed pursuant to the constitution of East Fremantle Bowling 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 East Fremantle Bowling Club Inc. indicated under his or her name:)))

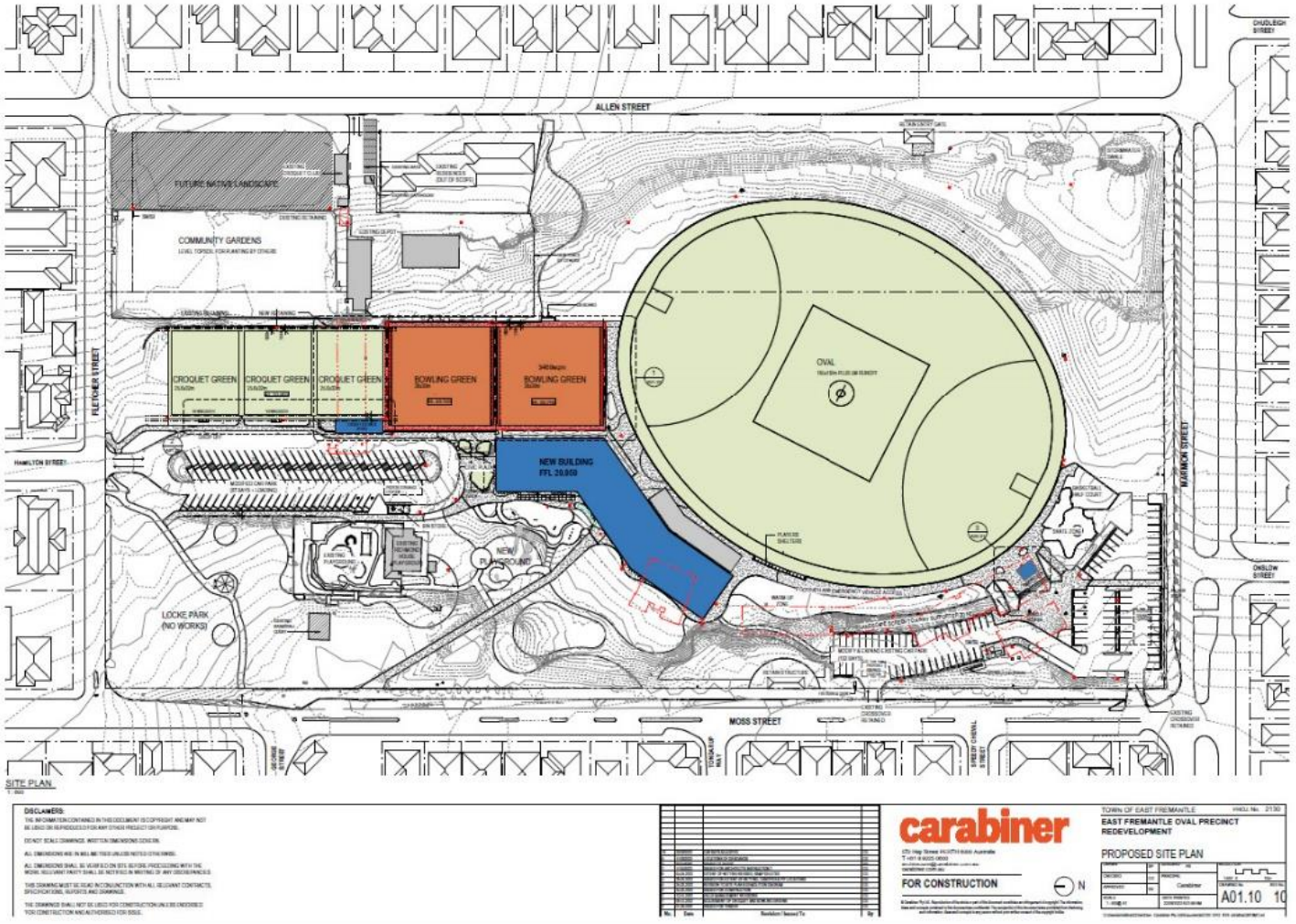
Office Holder Sign	Office Holder Sign (Delete title which does not apply)
Full Name (please print)	Full Name (please print)
Address	Address
Office Held	Office Held

Annexure A

Minister's Consent Letter

Annexure B – EFCP Plan

6 Bowling Licence



Annexure C – Building Plan

8 **Bowling Licence**



GROUND FLOOR GENERAL ARRANGEMENT - OVERALL
1 : 200

DISCLAIMERS:

carabiner

TOWN OF EAST FREMANTLE PROJ No. 2130

EAST FREMANTLE OVAL PRECINCT REDEVELOPMENT

GA PLAN GROUND FLOOR

FOR CONSTRUCTION

A02.01 4

Annexure D

– Precinct Partners Priority Usage Policy

[insert]

ORM L2C
FORM APPROVED
NO. B4701

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 AS AMENDED

SUB-LEASE (SL)

LEASE NUMBER	DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
	That part of the Building identified on the Facility Plan annexed to this Sub-Lease as Annexure B, as the "Croquet Building and Stores" erected on Lot 6229 on Diagram 1243, comprising an area of 30 square meters as is contained in the permanent walls shown cross hachured on the Premises Plan annexed to this Sub-lease as Annexure A.	Part	LR3017	75

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

Class A Reserve 24703 for the purpose of Recreation East Fremantle Oval. Management Order. Contains Conditions to be observed. With power to lease for any term not exceeding 50 years, subject to the consent of the Minster for Lands.

SUB-LESSOR (NOTE 3)

Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) of Level 4, 102 Albert Road, South Melbourne, Victoria

SUB-LESSEE (NOTE 4)

The East Fremantle Croquet Club Inc. of 44 Moss Street, East Fremantle, Western Australia

TERM OF SUB-LEASE (NOTE 5)

commencing on and expiring on .

TOGETHER WITH:

An option of renewal for 5 years (less one day) commencing and expiring on .

THE SUB-LESSOR as the proprietor of the above LEASE HEREBY SUB-LEASES TO THE SUB-LESSEE the land above described subject to the encumbrances as shown hereon being the (Note 6) Part of the land in the said lease to be held by the Sub-Lessee for the above term at the clear yearly rental of (Note 7).

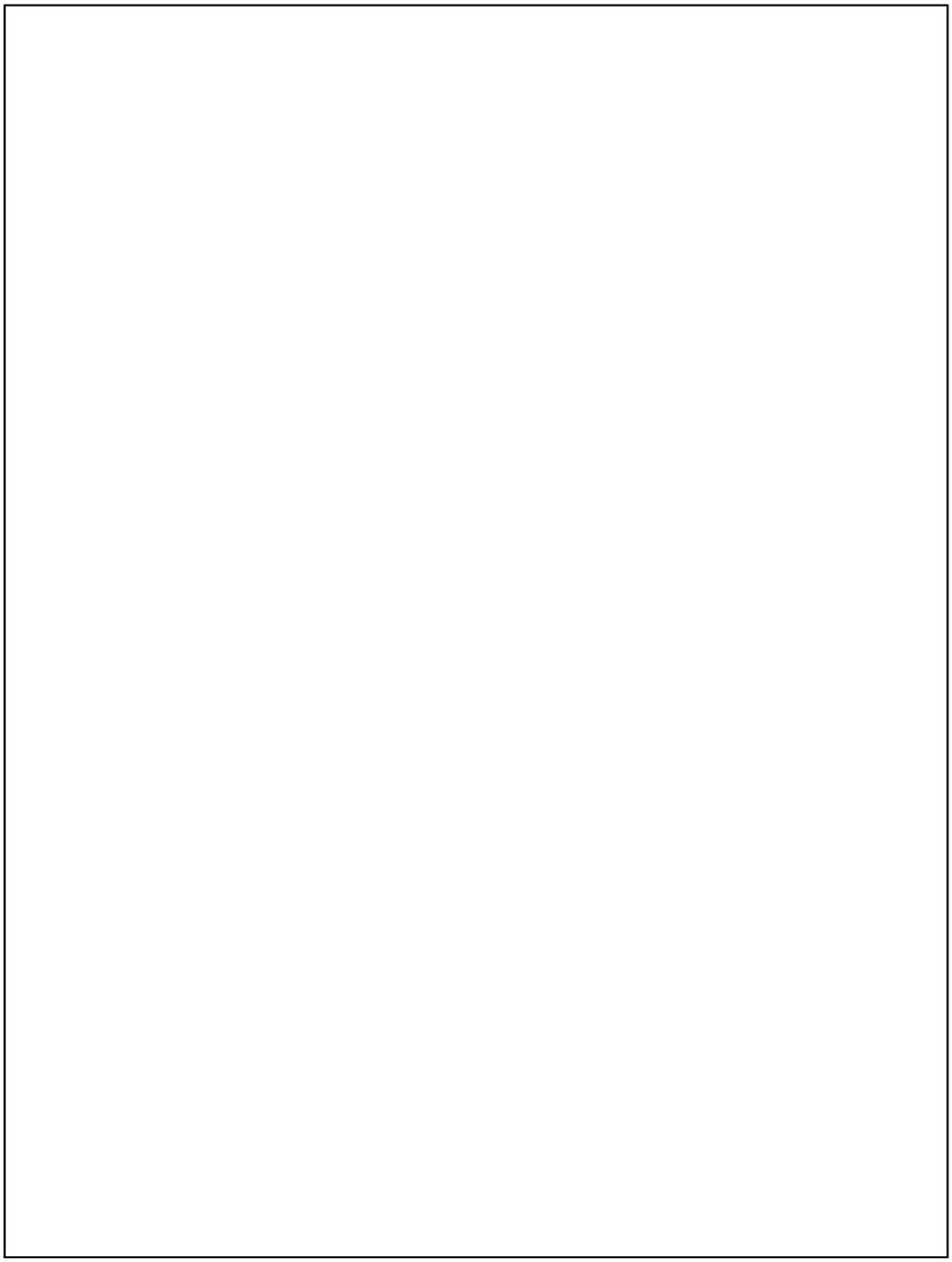
As provided in the covenants of this Sub-lease

PAYABLE (Note 8)

As provided in the covenants of this Sub-lease

LHB 3462-5451-4476_2

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT* 1997 AND THE *TRANSFER OF LAND ACT* 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN



JACKSON McDONALD
MULTI-SECTOR LAW

Croquet Sublease

East Fremantle Oval Precinct – Multipurpose Building

Town of East Fremantle
(ABN 61 054 006 131)
Headlessor

and

Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust
Sublessor

and

The East Fremantle Croquet Club Inc.
(ABN 45 207 641 243)
Sublessee

Jackson McDonald
Lawyers
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact Reference:

LHB 3462-5451-4476_2

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Particulars

Item 1. Headlessor
(the **Parties**)

Town of East Fremantle ABN 61 054 006 131 of 135 Canning Highway, East Fremantle, Western Australia.

Item 2. Sublessor
(the **Parties**)

Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust of Level 4, 102 Albert Road, South Melbourne, Victoria 3205.

Item 3. Sublessee
(the **Parties**)

The East Fremantle Croquet Club Inc. ABN 45 207 641 243 of 44 Moss Street, East Fremantle, Western Australia.

(the **Parties**)

Item 4. Land
(clause 1.1)

Lot 6229 on Diagram 1243 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Item 5. Premises
(clause 1.1)

That part of the Building as is shown hachured and identified as "Tea Prep & Mallet Storage 16 m² on the Premises Plan and "Store 1" [###]14 m² on the Premises Plan and extending vertically from the upper surface of the floor slab to the under surface of the ceiling above the floor slab on each floor level of those premises and extending horizontally on each floor level to and including the internal surfaces of external walls, the mid or centre line adjoining or inter tenancy walls or partitions and to the internal surfaces of external windows, and including all Building Services and all Sublessor's Property and all Headlessor's Property in those premises.

Item 6. Commencement Date
(clause 2.2)

The date immediately after the date of approval of this Croquet Sublease by the Minister for Lands under section 18 of the *Land Administration Act* 1997.

Item 7. Term
(clause 2.1)

A term commencing on the Commencement Date and ending on the Expiry Date.

Item 8. Rent
(clause 3.1)

$1.00 (ONE DOLLAR) per annum plus GST (if demanded by the Sublessor).

Item 9. Limitations, Interests, Encumbrances and Notifications
(clause 2.1)

Class A Reserve 24703 for the purpose of recreation East Fremantle Oval Management Order. Contains conditions to be observed. With power to lease for any term not exceeding 50 years, subject to the consent of the Minister for Lands.

Item 10. Insured Amount (Public Liability Insurance)
(clause 5.2)

$20 million.

Item 11. Permitted Use
(clause 7.7)

(a) administration offices for a croquet club and kitchenette/tearoom for Croquet Sublease Area 1; and

(b) storage for Croquet Sublease Area 2.

Item 12. Expiry Date
(clause 1.1)

The expiry date of the Headlease less one day being 31 March 2029.

The Sublessor and Sublessee authorise the Headlessor or the Headlessor's solicitors to insert this date by hand once known

Item 13. Further Term
(clause 17)

5 years (less one day) commencing on the day immediately following the Expiry Date.

Item 14. Particulars for service of Notices
(clause 16)

The particulars for service of notices are:

Head Lessor Address : [ ]

Email : [ ]

Attention : [ ]

Sublessor Address : [ ]

Email : [ ]

Attention : [ ]

Sublessee Address : [ ]

Email : [ ]

Attention : [ ]

Date 2024

Parties

Headlessor	The person described in Item 1 of the Reference Schedule
Sublessor	The person described in Item 2 of the Reference Schedule
Sublessee	The person described in Item 3 of the Reference Schedule

Recitals

1. The Sublessor has agreed to grant and the Sublessee has agreed to accept a sublease of the Premises on the terms and conditions contained in this Croquet Sublease.

2 The Headlessor has consented to the sublease of the Premises on the terms and conditions of this Croquet Sublease.

This deed provides:

1. Definitions and rules of interpretation

1.1 Definitions

In this Croquet Sublease:

Access Card means a security access key or card or other security access device.

Accountant means a person who is:

(a) qualified as an accountant in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Institute of Chartered Accountants of Australia (Western Australia Branch); and

(d) has not less than 15 years' experience as an accountant, with at least 5 years being in Australia;

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

Architect means a person who is:

(a) qualified as an architect in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Institute of Architects (Western Australia Branch); and

(d) has not less than 5 years' experience in designing buildings and facilities similar to those buildings and facilities to be constructed as part of the Facility.

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 Building or any matter or thing relating to it, including those assessing or imposing local authority or municipal rates, water rates, land tax and metropolitan region improvement tax, and those providing or supplying services and utilities to the Premises.

BEEC means a Building Energy Efficiency Certificate, as defined in the *Building Energy Efficiency Disclosure Act 2010* (Cth).

Bowling Greens means the two synthetic turf bowling greens within the Facility and identified as "Bowling Greens" in the Facility Plan.

Building means the building situated within the Facility and identified as the "Croquet Building and Stores" on the Facility Plan and includes all the Headlessor's Property and all the Sublessor's Property in the Building and the Building Services.

Building Services means all services supplied to or in the Premises including gas, water, drainage, fresh air, exhaust systems, electricity, sprinkler systems, heating, lighting, lift services, electrical services, electrical power supply, hydraulic services, mechanical services, the air conditioning system, telecommunication services, data transmission services and includes the Headlessor's Property.

Business Day means a day not being a Saturday, Sunday, public holiday or bank holiday in Perth.

CEO means the Chief Executive Officer of the Headlessor.

Claim means any claim, demand or cause of action including any claim, demand or cause of action arising from a breach of this Croquet Sublease:

(a) based in contract (including breach of warranty);

(b) based in tort (including misrepresentation or negligence);

(c) under common law or in equity;

(d) under any Law; or

(e) under the *Competition and Consumer Act 2010* (Cth), or any similar Law in Western Australia.

Commencement Date means the date specified in Item 6 of the Reference Schedule.

Contamination has the same meaning as defined in the *Contaminated Sites Act 2003* (WA).

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

Croquet Courts means the three croquet courts situated within the Facility and identified as "Croquet Greens" on the Facility Plan.

Croquet Licence means the non-exclusive licence of the Croquet Courts between the Sublessor as licensor and the Sublessee as licensee executed contemporaneously with this Croquet Sublease.

Croquet Sublease means this deed as amended, varied or supplemented from time to time including any schedule or annexure.

Default Rate means 15% per annum.

Dispute means any dispute arising out of this Croquet Sublease.

Dispute Notice means a notice identifying the particulars of this Dispute.

Encumbrance means each encumbrance, interest, limitation and notification whether or not appearing on the certificate of title to the Land and the registered plan of survey in relation to the Land as at the Commencement Date.

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 or occurrence described in clause 12.1 or elsewhere in this Croquet Sublease as an Event of Default.

Expert means:

(a) an Accountant;

(b) an Architect;

(c) a Legal Practitioner;

(d) a Quantity Surveyor;

(e) a Valuer;

(f) any other person with suitable qualifications and experience appropriate to determine the Dispute,

appointed under clause 20.3 to determine the Dispute.

Expiry Date means the expiry date of this Croquet Sublease being the date specified in Item 12 of the Reference Schedule.

Facility means all the buildings and improvements on the Land from time to time making up the East Fremantle Oval Precinct and includes the Building, the Building Services, the Oval, the Croquet Courts and the Bowling Greens and all of the Headlessor's Property.

Facility Plan means the site plan annexed at Annexure B.

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

Fire Fighting Equipment means all stop-cocks, hydrants, alarms, drench curtains, fire sprinkler systems, hoses, extinguishers or other fire prevention equipment in or serving the Premises.

Further Term means the further term or terms (if any) specified in Item 13 of the Reference Schedule.

GST means a tax imposed on a Party under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hazard means anything occurring on or emanating from the Premises that may cause injury to a person or harm to the health of a person.

Hazardous Materials 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.

Headlease means the lease of the Head Lease Premises between the Headlessor as lessor and the Sublessor as lessee dated 2 April 2024.

Headlease Premises means that part of the Land that is the subject of the Headlease.

Headlessor means the person specified in Item 1 of the Reference Schedule and that person's successors, executors, administrators, assigns and transferees and includes the person entitled to possession of the Premises at termination of the Headlease.

Headlessor's Assets means those items of the Headlessor's Property that may be subject to the PPSA.

Headlessor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Headlessor from time to time located or contained in the Facility (including the Premises), including floor coverings and window treatments

Insolvency Event means:

(a) in the case of a body corporate:

(i) an order is made that the body corporate be wound up;

(ii) a liquidator or provisional liquidator of the body corporate is appointed, by court order or otherwise;

(iii) a meeting is convened or a resolution is passed to appoint an administrator of the body corporate;

(iv) 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;

(v) 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 Sublessor;

(vi) a resolution is passed to wind up or dissolve the body corporate;

(vii) the body corporate is dissolved;

(viii) the body corporate is insolvent under s 95A(2) of the Corporations Act;

(ix) any event mentioned in ss 459C(2)(a)-(f) of the Corporations Act occurs in respect of the body corporate;

(x) the appointment of an administrator or a controller, as defined by the Corporations Act, in respect of the body corporate, or the appointment of a receiver, manager, or receiver and manager of the whole or part of the assets and undertaking of the body corporate; or

(xi) an event occurs in relation to the body corporate which has a substantially similar effect as an event listed in this clause under the Law of any applicable jurisdiction; and

(b) in the case of an individual:

(i) the person proposes or enters into an arrangement or composition with a creditor;

(ii) the person proposes or enters into an assignment for the benefit of one or more creditors;

(iii) the individual commits an act of bankruptcy under the *Bankruptcy Act 1966* (Cth); or

(iv) anything occurs in relation to the individual which has a substantially similar effect to any of the things listed in this cause under the Law of any applicable jurisdiction.

Insurable Risks means any one or more of the risk of:

(a) loss or damage to the Premises or the Facility from all insurable causes;

(b) breakdown of plant and machinery;

(c) sprinkler leakage and water damage;

(d) an event covered by the Sublessor's public liability insurance;

(e) an event covered by the Headlessor's public liability insurance;

(f) liability under workers compensation Claims or statutory liability in relation to the Sublessor's employees employed in relation to the Premises or the Facility;

(g) liability under workers compensation Claims or statutory liability in relation to the Headlessor's employees employed in relation to the Premises or the Facility;

(h) each consecutive period of 12 months from and including the 1st day of July in each year during the Term; and

(i) any other risk related to the Sublessor's interest or the Headlessor's interest in the Premises or the Facility.

Insurance Premiums means the premiums for all insurances effected by the Sublessor or the Headlessor (as applicable) for the Insurable Risks.

Insured Amount means the amount specified in Item 10 of the Reference Schedule.

Land means the land specified in Item 4 of the Reference Schedule.

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.

Legal Practitioner means a person who:

(a) has a current and valid Practising Certificate (as defined in the *Legal Profession Act* 2008 (WA));

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Law Society of Western Australia; and

(d) not less than 15 years' experience in property law, involving major developments, in the Perth metropolitan area.

Limitations, Interests, Encumbrances and Notifications means those limitations, interests, encumbrances and notifications specified in Item 9 of the Reference Schedule.

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).

Manager means any person appointed by the Sublessor to manage the Premises under clause 21.11.

Mediator means a legal practitioner who:

(a) is a National Mediator Accreditation System accredited mediator;

(b) is listed on the Law Society Panel of Mediators of the Law Society of Western Australia;

(c) practises in commercial and property disputes; and

(d) is independent from any of the Parties to the Dispute.

month means a calendar month.

NABERS means the National Australian Built Environment Rating System, being the national initiative managed by the New South Wales Office of Environment and Heritage.

OSH Incident means:

(a) an actual or suspected breach of any requirement under OSH Legislation by the Sublessor, the Sublessee or any Permitted Person;

(b) an incidence of personal injury or harm caused to a person at the Premises;

(c) an event that gives rise to a risk to the safety and health of a person, whether or not that event must be reported under OSH Legislation;

(d) the issue of any notice or direction by an authorised person under the OSH Legislation to the Landlord, the Sublessee or any Permitted Person which directly or indirectly relates to the use of the Premises; and

(e) the commencement of any inquiry or investigation undertaken by an authorised person under the OSH Legislation which directly or indirectly relates to the use of the Premises.

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 Landlord, the Sublessee or any Permitted Person by an Authority under those work health and safety Laws.

Oval means the 165m x 130m (plus 5m runoff) Australian Rules Football oval situated within the Facility and identified as "Oval" in the Facility Plan.

Party means the Headlessor, the Sublessor or the Sublessee according to the context.

Permitted Person means the Sublessee's members, officeholders, guests, employees, agents, contractors, customers, invitees, licensees or visitors, including the employees and sub-contractors of the Sublessee's agents and contractors.

Permitted Use means the use specified in Item 11 of the Reference Schedule.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

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

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

Premises means the premises described in Item 5 of the Reference Schedule and includes all buildings and improvements on the Premises, the Building Services and the Headlessor's Property.

Premises Plan means the premises plan annexed as Annexure A.

Quantity Surveyor means a person who:

(a) is independent from any of the Parties to the Dispute;

(b) at the time of nomination is a member of the Australian Institute of Quantity Surveyors (Western Australia Branch); and

(c) has at least 5 years' experience in quantity surveying properties similar to the Building.

Rates and Taxes means the aggregate in each Sublease Year of the rates, taxes, charges or impositions levied, charged or assessed in relation to the Premises, the Building, the Land, or the ownership or occupation of them, including:

(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;

(c) charges for water consumption;

(d) State and Commonwealth land tax and charges;

(e) Metropolitan Region Improvement Tax and any other region improvement tax;

(f) car parking fees, charges, taxes, levies and impositions; and

(g) any other rate, tax or imposition.

Rent means the amount specified in Item 8 of the Reference Schedule as is reviewed in accordance with the rent review provisions of this Croquet Sublease.

Requirement means a condition of approval or consent, requirement, notice, order or direction of any Authority.

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, sewerage, water, drainage, electricity, waste removal, telecommunications, internet and data transmission services.

State means the state of Western Australia.

Sublease 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.

Sublessee means the person specified in Item 3 of the Reference Schedule and that person's successors, executors, administrators and permitted assigns and, where not contrary to the context, includes any sublessee.

Sublessee's Insurer means an insurance company:

(a) authorised to carry on business under the *Insurance Act 1973* (Cth); and

(b) that has a Standard and Poors AAA rating.

Sublessee's Obligations means the several obligations contained or implied in this Croquet Sublease, which the Sublessee must observe and perform.

Sublessor means the person specified in Item 2 of the Reference Schedule and that person's successors, executors, administrators, assigns and transferees and includes the person entitled to possession of the Premises at Termination.

Sublessor's Assets means those items of the Sublessor's Property that may be subject to the PPSA.

Sublessor's Obligations means the several obligations contained or implied in this Croquet Sublease, which the Sublessor must observe and perform.

Sublessor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Sublessor from time to time located or contained in the Facility (including the Premises).

Term means the term of this Croquet Sublease specified in Item 7 of the Reference Schedule and where the context permits includes any Further Term, any other renewal of this Croquet Sublease 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.

Valuer means a person who:

(a) is licensed under the Land Valuers Licensing Act 1978 (WA);

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Property Institute (Inc.) (Western Australia Division); and

(d) has not less than 5 years experience in valuing land and developments, similar to the Facility.

Works Conditions means that:

(a) the works must be performed:

(i) at the Sublessee's cost (including the Sublessor's reasonable costs incurred in connection with the works, which include the Sublessor's reasonable administrative and other reasonable costs of giving consent, and the reasonable fees of any architect or other consultant used by the Sublessor 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 Sublessor, acting reasonably;

(iii) by a contractor:

A. nominated by the Sublessee and approved by the Sublessor, acting reasonably; and

B. who has provided evidence to the Sublessor that it carries an insurance policy or policies covering public liability with a level of cover acceptable to the Sublessor and appropriate contract construction risk, workers compensation and other usual insurances, which note the interest of the Sublessor;

(iv) under the supervision of a person nominated by the Sublessee and approved by the Sublessor, acting reasonably;

(v) in accordance with all Laws and Requirements;

(vi) in accordance with plans and specifications approved by the Sublessor (which approval must not be unreasonably withheld) and subject to any conditions that the Sublessor imposes on its consent (which conditions (if any) must be reasonable);

(vii) in accordance with and only after obtaining the approvals of all relevant Authorities;

(viii) only after providing copies to the Sublessor of all approvals from relevant Authorities in relation to the works before carrying out the works; and

(ix) in accordance with the then current fitout manual (if any) for the Premises; and

(b) once the works are complete the Sublessee must:

(i) provide as-built drawings for the Premises layout and services to the Sublessor; 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 Sublessor (but in any event within 40 Business Days after completion) to the Sublessor.

1.2 Interpretation

(a) This interpretation clause applies unless inconsistent with the context.

(b) The headings and an index have been inserted for convenience only and do not affect the interpretation of this Croquet Sublease.

(c) If a word or phrase is defined, then its other grammatical forms have a corresponding meaning.

(d) The singular includes the plural and vice versa.

(e) A reference to a gender includes any gender.

(f) A reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Croquet Sublease.

(g) A reference to this Croquet Sublease includes an annexure.

(h) The word *includes* and similar words are not words of limitation and do not restrict the interpretation of a word or phrase in this Croquet Sublease.

(i) A reference to a document includes a variation or replacement of it.

(j) A reference to a statute includes its subordinate legislation and a modification, replacement or re-enactment of either.

(k) A reference to *person* includes a reference to:

(i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity;

(ii) if the person is an individual, the person's personal representatives and assigns; and

(iii) if the person is not an individual, the person's successors and assigns.

(l) A reference to a thing, including a right, is a reference to either the whole thing or a part of the thing.

(m) Part performance of an obligation does not constitute performance of an obligation.

(n) An agreement, representation or term of this Croquet Sublease in favour of or on the part of two or more people benefits or binds them jointly and severally.

(o) Subject to context, a reference in the GST clause to a term defined or used in the GST Act has the meaning given to that term in the GST Act.

(p) A reference to currency is to the Australian currency.

(q) A reference to time is to Perth, Western Australia time.

(r) if the date on which a thing must be done is not a Business Day, then that thing must be done on the next Business Day.

(s) A reference to a day is a reference to the period which starts at midnight and ends 24 hours later.

(t) If a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event.

(u) The Sublessee's Obligations are binding on and enforceable against the Sublessee and any occupier of the Premises.

(v) If an organisation or rating tool no longer exists or is no longer relevant, then:

(i) a reference to that organisation or rating tool is a reference to its successor or replacement; or

(ii) if there is no successor or replacement, then it is a reference to the organisation or rating tool that the Sublessor considers most appropriate.

(w) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Croquet Sublease or any part of it.

1.3 Local Government Laws prevail

In the event of any inconsistency between:

(a) an obligation, right or power of either the Sublessee or the Sublessor under this Croquet Sublease; and

(b) an obligation, right or power of the Headlessor under the Local Government Laws,

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

1.4 No fetter

Nothing in or arising out of this Croquet Sublease in any way:

(a) diminishes the Headlessor's rights and powers; or

(b) fetters any discretion that the Headlessor has,

under the Local Government Laws.

2. Croquet Sublease

2.1 Grant of Croquet Sublease

The Sublessor grants to the Sublessee as subtenant a sublease of the Premises for the Term subject to the Limitations, Interests, Encumbrances and Notifications and to the Sublessor's right of termination contained in clause 12.1.

2.2 Term

The Term of this Croquet Sublease begins on the Commencement Date and, subject to clause 12.1 ends on the Expiry Date.

3. Rent

3.1 Rent

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

3.2 Payment of Rent

(a) The Rent is payable annually in advance, with the first payment to be made on the Commencement Date and subsequent payments to be made on the anniversary of the Commencement Date in each Sublease Year.

(b) The Rent must be paid:

(i) without any deduction or set-off, whether arising at Law or in equity;

(ii) subject to clause 3.2(b)(iii), to the Sublessor at its address stated in this Croquet Sublease or at any other address as may be notified in writing to the Sublessee; and

(iii) if requested by the Sublessor, by direct debit from the Sublessee's bank account into a bank account nominated by the Sublessor.

4. Other payments

4.1 Sublessee will pay no Rates and Taxes

For the duration of the Term, the Sublessee will pay no Rates and Taxes in respect of the Premises or the occupation and ownership of the Premises.

4.2 No payment by Sublessee for Services

The Sublessee will pay no charges and meter rentals for Services consumed on or for the Premises or any electricity consumed by any air conditioning plant used for the Premises.

4.3 Insurance

On or before the date specified by the Sublessee's Insurer, the Sublessee must pay to the Sublessee's Insurer the premiums owing for the insurance policies required to be taken out and maintained by the Sublessee under this Croquet Sublease.

4.4 Legal costs

(a) Each Party will bear their own costs in relation to the preparation, negotiation, amendment, variation and execution of this Croquet Sublease.

(b) The Headlessor will pay the costs and disbursements relating to:

(i) the registration of this Croquet Sublease; and

(ii) the preparation of any deposited or survey plan or premises plan.

4.5 Interest on arrears

If the Sublessee fails to make any payment to the Sublessor which is required under this Croquet Sublease, the Sublessee must pay interest to the Sublessor on the outstanding money at the Default Rate calculated daily on the money from the due date for payment until actual payment of the outstanding payment and interest on it.

4.6 GST liability

(a) Subject to an express clause to the contrary, an amount referred to in this Croquet Sublease which is relevant in determining a payment that one Party must make to another Party is exclusive of GST.

(b) The Parties agree that:

(i) GST is payable in respect of any taxable supply made under this Croquet Sublease;

(ii) in respect of any taxable supply made under this Croquet Sublease, 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 Croquet Sublease;

(iii) 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;

(iv) if a Party is entitled to be reimbursed for an expense or outgoing incurred in relation to this Croquet Sublease, 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;

(v) 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 for an adjustment that arises from an adjustment event relating to that taxable supply; and

(vi) if there is an adjustment to the consideration payable for a taxable supply which gives rise to an adjustment event, then:

A. the Parties must recalculate the GST liability for that taxable supply based on the adjusted consideration;

B. the Parties must recalculate the amount in the manner set out in this clause; and

C. a Party must make an appropriate payment on account of an adjusted GST liability.

5. Indemnity and insurance provisions

5.1 Sublessee's indemnity

(a) Except to the extent caused by any act, neglect, default or omission of the Sublessor, or its agents, contractors or employees, the Sublessee indemnifies the Sublessor, the Headlessor and the Minister for Lands against all Claims, including legal and investigative costs and expenses, which the Sublessor, the Headlessor and the 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 any other part of the Facility or the use by the Sublessee of the Premises or any other part of the Facility to

the extent caused or contributed to by any act, neglect, default or omission by the Sublessee or by a Permitted Person or by any other person on the Premises or any other part of the Facility, with the Sublessee's express or implied consent.

(b) The Sublessee indemnifies the Sublessor, the Headlessor and the Minister for Lands against all loss and damage to the Premises and to any other part of the Facility caused by the negligent use or misuse, waste or abuse of water, gas or electricity supplied to the Premises or to the Sublessee in connection with the Premises or the use of the Premises or by faulty sanitary, water, gas or electric pipes, wire, fittings or fixtures fixed or installed in the Premises by the Sublessee or by a Permitted Person, except to the extent that such loss or damage is caused by any act, neglect, default or omission of the Sublessor, or its agents, contractors or employees.

(c) To the extent permitted by Law, the Sublessee indemnifies the Sublessor, the Headlessor 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),

caused by, arising out of, or in connection with the Sublessee's or a Permitted Person's use of the Premises or any other part of the Facility, except to the extent that such Claims are caused by any act, neglect, default or omission of the Sublessor, or its agents, contractors or employees.

5.2 Indemnity insurance policy

The Sublessee must, before the Commencement Date, take out and at all times keep in force with the Sublessee's Insurer, on behalf of the Sublessee and naming both the Sublessor and the Headlessor as an "interested party" under such policy, 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 Sublessor may reasonably require.

5.3 Insurance against fire and other risks

(a) The Sublessee must, before the Commencement Date, take out and at all times keep in force to the satisfaction of the Sublessor with the Sublessee's Insurer, on behalf of the Sublessee and naming both the Sublessor and the Headlessor as an "interested party" under such policy:

(i) a policy of insurance to cover all of the Sublessee's fixtures, fittings, equipment and furnishings 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;

(ii) a policy of employer's indemnity insurance;

(iii) a policy of volunteer personal accident insurance;

(iv) insurances which are required by Law, or which are from time to time specified in writing to the Sublessee as being, in the Sublessor's reasonable opinion, policies of insurance which a prudent subtenant should take out.

5.4 Sublessor's rights

If the Sublessee does not take out and keep in force any insurance policy it is required to maintain under this Croquet Sublease, then the Sublessee:

(a) irrevocably appoints the Sublessor its attorney to do all things and sign all documents necessary to give effect to the Sublessee's insurance obligations at the Sublessee's cost; and

(b) assigns to the Sublessor all its rights and benefits under any insurance policy, including the right to any money received by the Sublessee, to secure the Sublessee's insurance obligations under clauses 5.2 and 5.3.

5.5 Produce certificates of currency

Before the Commencement Date, the Sublessee must produce to the Sublessor certificates of currency issued by the Sublessee's Insurer and at any time on demand during the Term produce updated certificates of currency for them.

5.6 Increase in Sublessor's fire insurance premium

(a) The Sublessee must not bring onto or keep in the Premises anything of a flammable, dangerous or hazardous nature and not without the written consent of the Sublessor bring onto or keep anything or do any act in the Premises which may increase the rate of the Insurance Premiums.

(b) If the Sublessee or a Permitted Person brings onto or keeps in the Premises anything of the nature described in clause 5.6(a) or does any such act in the Premises, then without limiting any other rights of the Sublessor, the Sublessee must, on demand, pay to the Sublessor the amount of any increased Insurance Premium.

(c) If the Sublessee or a Permitted Person does or permits to be done any act which has the effect of invalidating or avoiding any insurance policy taken out by the Sublessor or the Headlessor, then without limiting any other right of the Sublessor, the Sublessee will be responsible for, and must pay on demand, any damage or loss which the Sublessor suffers as a result.

6. Repair and maintenance by Sublessee

6.1 Repair and maintain

(a) The Sublessee must at the Sublessee's own expense repair, maintain and keep the Sublessee's fixtures, fittings, equipment and furnishings:

(i) in good and substantial repair order and condition; and

(ii) so that they remain in at least the same condition as at the Commencement Date.

(b) The obligations of the Sublessee under clause 6.1(a) do not extend to repairs due to fair wear and tear consistent with normal use.

(c) Subject to clause 6.1(d), the Sublessee has no obligation to repair, maintain and keep the Premises in good and substantial repair, order and condition.

(d) The Sublessee must, at the Sublessee's own expense, repair any damage or disrepair to the Premises, its surroundings and any other part of the Facility caused by any deliberate or wilful act or omission of the Sublessee.

6.2 Clean

The Sublessee must:

(a) not allow any rubbish, trade waste, cartons, boxes, containers, produce or accumulation of useless property within the Premises or in its vicinity and not leave rubbish bins or other containers outside the Premises except in areas designated for that purpose by the Sublessor; and

(b) dispose of and store, and ensure all Permitted Persons dispose of and store all general waste and all recyclable materials within the waste collection points and the recyclable materials collection points in the Premises from time to time designated for the purpose by the Sublessor.

6.3 Sublessor's right to view and repair

(a) The Sublessee must allow the Sublessor, its employees, agents and independent contractors to enter the Premises at all reasonable times and on reasonable notice (except in the case of emergency, when no such notice is required):

(i) to view the Premises; and

(ii) with all necessary materials and appliances to execute and carry out any required repairs or maintenance as the Sublessor thinks fit.

(b) In addition to the rights of the Sublessor to enter after notice to the Sublessee, the Sublessee must allow the Sublessor and the Sublessor's employees, agents and independent contractors to enter the Premises at all times with all necessary materials and equipment and without previous notice to carry out any repairs which in the Sublessor's opinion are of an emergency nature.

(c) Nothing in this Croquet Sublease requires the Sublessor to, and the Sublessee agrees that the Sublessor is not required to:

(i) do or be liable for any repair or maintenance of the Premises;

(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.

(d) In the event of any inconsistency between the terms of this Croquet Sublease and clause 6.3(c), clause 6.3(c) will prevail.

6.4 Notice of damage

As soon as the Sublessee becomes aware of any accident to, defect in or damage to the Premises it must notify the Sublessor in writing.

7. Sublessee's use of premises

7.1 Alterations to the Premises

The Sublessee must not:

(a) make any alterations, modifications, improvements or additions to the Premises; or

(b) interfere with, alter or make any connection to the Building Services, the Headlessor's Property and the Sublessor's Property,

unless the Sublessee:

(c) obtains the Sublessor's prior written consent, which:

(i) may be granted or withheld at the Sublessor's discretion; and

(ii) may be given conditionally or unconditionally in all cases; and

(d) in undertaking any works, complies with the Works Conditions.

7.2 Signage

(a) Subject to clause 7.2(b), the Sublessor grants to the Sublessee the right to install, replace and maintain signs at the Sublessee's expense on the external walls of the Premises at such locations and of the description as may be agreed by the Sublessor, subject to the Sublessee obtaining all necessary permits from the relevant authorities, together with all ancillary and incidental rights of entry by the Sublessee 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 Sublessor to the Sublessee under clause 7.2(a):

(i) only permits the installation and display of external signs identifying the Sublessee's identifying name, image or logo as a sporting club;

(ii) does not authorise the installation and display of any third party advertising signage on any external parts of the Premises without the Sublessor's prior written consent, which:

A. may be granted or withheld at the Sublessor's discretion; and

B. may be given conditionally or unconditionally in all cases; and

(iii) does not authorise the Sublessee to name any external areas of the Premises or enter into any third party signage, naming rights or sponsorship arrangements for any external parts of the Premises, without the Sublessor's prior written consent, which:

A. may be granted or withheld at the Sublessor's discretion; and

B. may be given conditionally or unconditionally in all cases.

(c) Subject to clause 7.2(f) and 7.6(a)(vii), the Sublessor grants to the Sublessee:

(i) the right to install, replace and maintain signs at the Sublessee's expense on the internal walls of the Premises (including third party advertising signage); and

(ii) the right to name or enter into third party signage, naming rights or sponsorship arrangements for the internal office area comprising that part of the Premises identified as Croquet Sublease Area 1 on the Premises Plan.

(d) The Sublessor must not materially inhibit or allow to be materially inhibited visibility of any permitted sign of the Sublessee on the Premises in the Facility without the prior consent in writing of the Sublessee, which consent is not to be unreasonably withheld.

(e) The Sublessor must, at the Sublessor's expense, install electricity supply cables to all signs of the Sublessee requiring electricity supply permitted under clauses 7.2(a) and 7.2(c).

(f) The Sublessee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or sponsorship arrangements involving or relating to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements and any other goods, services or activities that in the reasonable opinion of the Sublessor is considered illegal, immoral, anti-social or offensive to the public.

7.3 Comply with Laws and requirements

(a) The Sublessee must use the Premises only for lawful purposes.

(b) The Sublessee must:

(i) only use the Premises in a manner that is consistent with the reserve purpose for the Land;

(ii) comply with the terms of any management order that applies to the Land; and

(iii) not do anything that would result in the Sublessor and or the Headlessor being in breach of any reserve purpose or management order that applies to the Land or any provision of the *Land Administration Act* 1997.

(c) The Sublessee must punctually comply with and observe at the Sublessee's expense all present and future Laws and Requirements which relate to:

(i) the Premises;

(ii) the use of the Premises (other than in relation to structural matters);

(iii) the number or sex of the people working in or from or at any time occupying or visiting the Premises.

(d) All works which the Sublessee is required to carry out under this clause must be carried out in accordance with the Works Conditions.

(e) If the Sublessee does not comply with the requirements of clauses 7.3(a) to (d), the Sublessee must:

(i) allow the Sublessor and the employees, agents and independent contractors of the Sublessor to enter the Premises at any time with all necessary materials and appliances for the purpose of complying with the Sublessee's Obligations under this clause;

(ii) pay to the Sublessor on demand any expense incurred by the Sublessor in doing so; and

(iii) indemnify the Sublessor against any loss or liability incurred by the Sublessor arising from the non-compliance.

7.4 Comply with Sublessor's directions

The Sublessee must comply with any reasonable direction, order or request of the Sublessor and the Manager.

7.5 Sublessee's Operational Obligations

The Sublessee must during its occupation of the Premises:

(a) advise the Sublessor of the private address and telephone number of the Sublessee, or the Chairman or other responsible officeholder of the Sublessee,

and must keep the Sublessor or the Manager informed of any change of this address or telephone number;

(b) secure the Premises against unauthorised entry at all times when the Premises are left unoccupied; and

(c) not do anything by which the work or efficiency of the air conditioning plant servicing the Premises may be detrimentally affected.

7.6 Restrictions on use of Premises by Sublessee

(a) The Sublessee must not:

(i) smoke tobacco or any other substance or use e-cigarettes, vaporisers or other electronic smoking implements, and the Sublessee must ensure that no Permitted Person:

A. smokes tobacco or any other substance; or

B. uses e-cigarettes, vaporisers and any other electronic smoking implements,

in any part of the Premises 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;

(iii) sell or permit the sale of any alcohol from the Premises;

(iv) use or permit to be used any of the Sublessor's Property or Building Services other than for their designed purposes;

(v) sell any of the Headlessor's Property or the Sublessor's Property;

(vi) grant or allow to arise any Security Interest in the Headlessor's Property or the Sublessor's Property;

(vii) do anything on the Premises which in the reasonable opinion of the Sublessor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage whether to the Sublessor or to other owners, occupiers, tenants or users of land in the vicinity of the Premises;

(viii) install anything in or on the Premises that overloads the Building Services or other cables, switchboards, circuits or sub-boards through which electricity is conveyed to or through the Premises;

(ix) do or permit anything to be done on the Premises which in the reasonable opinion of the Sublessor will result in noise or behaviour that will have an adverse impact on the amenity of nearby residents;

(x) sleep at the Premises;

(xi) burn any rubbish or waste at the Premises;

(xii) keep any animal or bird at the Premises; or

(xiii) permit another person to do any of these things.

(b) This clause 7.6 does not prohibit activities within the Premises which are Permitted Uses.

7.7 Use of Sanitary appliances

The Sublessee must not use or permit to be used the lavatories, grease traps and other sanitary appliances installed in the Premises or elsewhere in the Building for any purpose other than that for which they were constructed and not throw or cause or allow to be thrown or disposed in such appliances any sweepings, rubbish, rags, ashes, tea leaves or other substances therein.

7.8 No overloading of electrical circuits

The Sublessee must not, without the prior written consent of the Sublessor, install any electrical equipment in the Premises that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Premises.

7.9 Floor and hardstand overloading

The Sublessee must not:

(a) install or place in the Premises any item, fixture or fitting which breaks, cracks, strains, overloads or damages any part of the Premises including any floor, wall or pillar of any Building and any hardstand or any other constructed surface within the Premises;

(b) do any act or thing which might result in overloading any part of the floor of any Building and any hardstand or any other constructed surface within the Premises; or

(c) damage any part of the floor of any Building and any hardstand or any other constructed surface within the Premises;

(d) for the purpose of this clause, "overloading" means:

(i) if any load factors have been specified in any plans and specifications for any area forming part of the Premises any load in excess of those specifications; or

(ii) in any other case, any load or loads likely, in the reasonable opinion of the Sublessor, to cause any cracking or long term deterioration to the surface finish of that area; and

(e) if the Sublessor identifies any business practice of the Sublessee such as use of heavy loading equipment or the receipt or despatch of heavy containers or plant and equipment, the Sublessor may give written notice requiring the Sublessee to cease that practice, in addition to any rights it may have arising from any breach by the Sublessee or any damage caused by the overloading.

7.10 Use of Premises

The Sublessee must only use the Premises for the Permitted Use and for no other use or purpose.

7.11 NABERS Rating & Energy Efficiency

(a) The Sublessee acknowledges and agrees that the Sublessor is required to operate the Building and the Premises in a manner which improves the energy efficiency and water efficiency of the Building and the Premises.

(b) The Sublessee must:

(i) use and cause each Permitted Person to use all Services consumed on or for the Premises efficiently and in a manner that minimises waste;

(ii) comply with and cause each Permitted Person to comply with all reasonable requests made by the Sublessor in relation to the energy and water efficiency of the Building and to maintain the NABERS rating of the Building;

(iii) use its reasonable endeavours to assist the Sublessor in its initiatives to reduce energy and water consumption and waste by using the Services, the Building and the Premises in an efficient manner;

(iv) use the Premises in a manner which complies with the sustainability criteria for the Premises as specified by the Sublessor from time to time;

(v) use its reasonable endeavours to ensure that its fitout design and equipment selection minimises energy and water consumption in the Premises;

(vi) not do or omit to do anything which has, or may have a detrimental effect on the NABERS rating or the energy efficiency or water efficiency of the Premises or permit another person from doing so;

(vii) not restrict or impede the Sublessor from carrying out any works required to be conducted to maintain the NABERS rating or general energy efficiency or water efficiency of the Building and must not make any Claims as a result of the Sublessor carrying out such works, even if the works affect the Sublessee's use or enjoyment of the Premises; and

(viii) provide the Sublessor with any information that the Sublessor requires in order to obtain an annual NABERS rating for the Premises and an annual BEEC and to comply with the Sublessor's obligations under the *Building Energy Efficiency Disclosure Act 2010* (Cth).

7.12 Security threats

The Sublessee must:

(a) promptly notify the Sublessor or the Manager if the Sublessee or a Permitted Person receives any threat or demand which relates to the Premises, or to the safety of any person or property within the Premises;

(b) be familiar with and comply with, and ensure each Permitted Person is familiar with and complies with the Sublessor's emergency evacuation procedures (if any), including any requirement for people at the Premises to participate in emergency evacuation procedures and drills;

(c) obey and cause each Permitted Person to obey any reasonable direction given by the Sublessor or the Manager relating to the control of people within the Premises and the evacuation or closure of any part of the Premises, following the giving to any person of a threat or demand of the kind referred to in this clause, or in the event of any fire earthquake or other emergency and for practice exercises of any emergency; and

(d) if any civil defence, fire or evacuation drill is conducted in the Premises at any time, co-operate fully in the planning and control of and participation in them and to supply the Sublessor with the names of the people responsible for carrying out all duties of civil defence planner and fire officer or warden in relation to the Premises and the person responsible on each floor level as applicable.

7.13 Security

The Sublessee must:

(a) use its best endeavours to protect and keep safe the Premises and any property in the Premises from theft or robbery and keep all doors windows and other openings closed and securely fastened when the Premises are not open for business; and

(b) return to the Sublessor on Termination all Access Cards and not permit the Access Cards to come into the possession of any person other than the Sublessee or its authorised office holders, employees or agents.

7.14 Occupational Safety and Health

(a) From the earlier of the Commencement Date and the date on which the Sublessee takes possession of the Premises, the Sublessee 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 Sublessee's use of them.

(b) The Sublessee 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 Sublessee's use of the Premises, including any Permitted Person; and

(iii) assist the Sublessor to comply with its obligations under OSH Legislation (if any).

(c) The Sublessee must immediately notify the Sublessor of any Hazard which requires remediation by the Sublessor.

(d) The Sublessor may direct the Sublessee to take any action or refrain from taking any action, on the grounds of workplace health and safety.

(e) If an OSH Incident occurs, the Sublessee must:

(i) immediately notify the Sublessor of the OSH Incident;

(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) if requested by the Sublessor:

A. conduct an investigation into the OSH Incident for the purpose of answering the Sublessor's questions regarding the OSH Incident; and

B. provide to the Sublessor the Sublessee's written report expressly answering the Sublessor's questions and recording all methods employed by the Sublessee to obtain those answers;

(v) if requested by the Sublessor, provide all information, materials and samples relating to the OSH Incident to the Sublessor;

(vi) allow the Sublessor access to the Premises to conduct its own investigation into the OSH Incident, including access to the Sublessee's plant, equipment, goods and records;

(vii) cooperate with the Sublessor and the Headlessor in relation to the OSH Incident and any resulting investigations or inspections conducted by any Authority;

(viii) not disclose to any third party, so far as the Law permits, any information, documentation, reports or material that is owned or was created by:

A. the Sublessor, unless expressly authorised by the Sublessor in writing to do so;

B. the Headlessor, unless expressly authorised by the Headlessor in writing to do so; and

(ix) comply with any lawful and reasonable directions given by the Sublessor as a result of the OSH Incident.

7.15 Environmental Obligations

The Sublessee:

(a) must not cause or permit the release from or onto the Premises any pollutant, Contamination or Hazardous Material;

(a) must comply, permit the Sublessor to itself comply and ensure that all the Permitted Persons comply with all Environmental Laws which are applicable to the Premises, the Sublessee or to the Sublessee's use and occupation of the Premises;

(b) must give notice to the Sublessor on each occasion when the Sublessee becomes aware that a breach of an Environmental Law has occurred in respect of the Premises;

(c) must notify the Sublessor immediately if the Sublessee becomes aware of an event, occurrence or condition which obliges the Sublessee to notify an Authority that harm to the environment or any life form has or may have occurred;

(d) must, at the Sublessee's cost, decontaminate by appropriate treatment, removal or otherwise any pollution, Contamination or Hazardous Materials introduced, caused or permitted to occur by the Sublessee 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;

(e) if requested by the Sublessor, comply with the Sublessor's environmental management system or environmental management plan for the Premises;

(f) provide to the Sublessor on demand a report on:

(i) the effect of any Environmental Law to the Premises;

(ii) any conduct or activity on the Premises; and

(iii) the presence of any pollution, Contamination or Hazardous Materials on the Premises,

within a reasonable time after receipt by the Sublessee of that request; and

(g) indemnifies the Sublessor, the Headlessor and the Minister for Lands in respect of all loss, cost, damage, expense and liability suffered by the Sublessor, the Headlessor or Minister for Lands (as applicable) in relation to a breach by the Sublessee of this clause 14.

8. Additional agreements by Sublessee

8.1 No encumbrances

The Sublessee must obtain the prior written consent of the Sublessor and the Minister for Lands before it mortgages, charges, encumbers or grants any Security Interest in the Sublessee's interest in this Croquet Sublease, the Premises or the Sublessor's Assets.

8.2 No absolute caveat

(a) The Sublessee must not lodge an absolute caveat over the Land to protect the interest of the Sublessee under this Croquet Sublease, but if any absolute caveat is lodged, then clause 21.15 of this Croquet Sublease shall apply.

(b) The provisions of this clause do not prevent the Sublessee lodging a caveat expressed to be subject to claim. The Sublessee must at its cost withdraw any caveat on Termination.

(c) The Sublessee must withdraw any caveat lodged by it over the Land within 14 days after any request in writing from the Sublessor, for the purposes of permitting any dealing with the Land or any part of it by the Sublessor not adversely affecting the estate or interest of the Sublessee in the Land subject to:

(i) if the Sublessor's dealing includes the lodgement of a new mortgage over the Land, or any part of it including the Premises, the new mortgagee must first consent in writing to this Croquet Sublease (which consent may be given subject to reasonable conditions); and

(ii) the Sublessor paying the reasonable costs of preparation of the withdrawal, the preparation of a fresh caveat in protection of the Sublessee's interests under this Croquet Sublease and the registration fees payable to Landgate with respect to the lodgement of the withdrawal and the fresh caveat.

8.3 Registration of Croquet Sublease and mortgagee consent

(a) If the Headlessor requires this Croquet Sublease to be registered at Landgate:

(i) the Sublessor must seek consent to this Croquet Sublease from each mortgagee of the Land (which consent may be given subject to reasonable conditions);

(ii) the Sublessee 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

(iii) the Parties must do all other things reasonably necessary to facilitate the registration of this Croquet Sublease.

(b) On or before Termination, the Sublessee must provide the Sublessor with a surrender of this Croquet Sublease, in registrable form and properly executed by the Sublessee but, if the Sublessee fails to provide the surrender to the Sublessor then clause 21.15 of this Croquet Sublease shall apply.

(c) For the avoidance of doubt, the Sublessor may elect to register the Croquet Sublease at any time during the Term or any Further Term (if exercised) and the Sublessee must comply with this clause 8.3 as and when required by the Sublessor.

8.4 Pass on notices

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

8.5 Permit intending tenants etc. to inspect

The Sublessee must permit the Sublessor and its servants and agents at all reasonable times to enter the Premises with, and exhibit the Premises to prospective subtenants or licensees and allow the Sublessor to affix and exhibit where the Sublessor thinks fit any usual "for sale" notice or sign (with the name and address of the Sublessor or its agent on it), and within the period of 6 months immediately preceding Termination, allow the Sublessor to affix and exhibit where the Sublessor thinks fit any usual "to let" notice or sign (with the name and address of the Sublessor or its agent on it).

9. End of Croquet Sublease obligations

(a) The Sublessee must at Termination:

(i) yield and deliver up possession of the Premises to the Sublessor;

(ii) surrender all Access Cards to the Sublessor at its address for notice under this Croquet Sublease; and

(iii) inform the Sublessor of all combinations of any locks, safes and vaults in the Premises.

(b) The Sublessee must before Termination at the Sublessee's cost:

(i) ensure that all of the Sublessee's property has been removed from the Premises; and

(ii) leave the Premises in a tidy condition.

(c) The Sublessee acknowledges and agrees that any fittings, fixtures or plant and equipment left in the Premises by the Sublessee as at the date of Termination may be treated by the Sublessor as abandoned property, in which case it becomes the property of the Sublessor and the Sublessor (subject to the prior written consent of the Headlessor) may deal with it in any way as it sees fit.

10. Sublessor's agreements, reservations and rights

10.1 Quiet enjoyment

Provided the Sublessee duly performs and observes the Sublessee's Obligations and subject to the Sublessor's rights in this clause 10, the Sublessee may peaceably and quietly hold and enjoy the Premises during the Term, without any interruption by the Sublessor or any person claiming through, under or in trust for the Sublessor.

10.2 Right to grant other subleases licences etc

The Sublessor reserves the right to grant other subleases or licences on land adjacent to the Premises, and the grant of any sublease or licence may be made without compensation to the Sublessee, and without affecting the liability of the Sublessee to perform, observe and comply with the Sublessee's Obligations.

10.3 Emergency management

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

(a) the Headlessor will have unfettered access to, and use of, the Premises if required by the Headlessor and

(b) the Headlessor will take reasonable endeavours to ensure that it gives notice to the Sublessee as soon as practicable after it determines its need to use the Premises in connection with the emergency or natural disaster.

11. No assignment or underletting

11.1 Sublessee not to assign etc.

The Sublessee must not at any time during the Term assign or part with possession of, or underlet, or grant any licence affecting, or mortgage or charge, its interest in the Premises or this Croquet Sublease.

11.2 Property Law Act

The provisions of sections 80 and 82 of the *Property Law Act* 1969 (WA) do not apply to this Croquet Sublease and are expressly excluded.

12. Default by the Sublessee

12.1 Default provisions

There is an Event of Default if:

(a) any payment payable under this Croquet Sublease remains unpaid after becoming due, and this default continues after the expiration of 14 days after the Sublessor has given the Sublessee a written notice requiring the Sublessee to remedy this default;

(b) there is a breach or non-observance of any other Sublessee's Obligations and the breach or non-performance continues after the expiration of 28 days' written notice to the Sublessee to remedy the breach;

(c) there is a breach or non-observance of any of the Sublessee's obligations as licensee under the Croquet Licence and the breach or non-performance continues after the expiration of 28 days after the Sublessor (as licensor) has given the Sublessee (as licensee) a written notice requiring the Sublessee (as licensee) to remedy the breach.

(d) the Premises are abandoned, deserted or vacated (other than for the purposes of normal vacation periods) or the Sublessee is dispossessed of the Premises by process of Law; or

(e) any Insolvency Event occurs in respect of the Sublessee,

and in any such case, subject to the provisions of the *Bankruptcy Act 1966* (Cth) and the provisions of the *Corporations Act 2001* (Cth) as it relates to termination for an Insolvency Event and subject to the Headlessor providing its prior written consent to such termination (which consent may be granted or withheld at the Headlessor's sole and absolute discretion), the Sublessor may then at its option re-enter, occupy and resume possession of the Premises or any part of them in the name of the whole and this Croquet Sublease and the Term will then cease and determine but without releasing the Sublessee 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 Sublessor in respect of any breach of the Sublessee's Obligations.

12.2 Sublessor's right to remedy

(a) The Sublessor may remedy any Event of Default including the payment of any money payable by the Sublessee under this Croquet Sublease.

(b) If the Sublessor elects to remedy an Event of Default, all debts, costs and expenses incurred by the Sublessor, including legal costs and expenses in remedying an Event of Default, must be paid by the Sublessee to the Sublessor on demand.

12.3 Damage for breach of essential term

(a) The agreements by the Sublessee:

(i) to maintain specified policies of insurance (clauses 5.2 and 5.3);

(ii) to repair any damage or disrepair to the Premises caused by a wilful act or omission of the Sublessee (clause 6.1(d));

(iii) not to make any alterations or additions in the construction or arrangement of the Premises without consent (clause 7.1);

(iv) to not do and to not permit certain activities on the Premises (clause 7.6);

(v) not to use or occupy the Premises for any purpose other than for the Permitted Use (clause 7.10);

(vi) to comply with its environmental obligations (clause 7.15); and

(vii) not without the prior consent in writing of the Sublessor to assign, sub-let or part with possession or occupation of the Premises or any part of them (clause 11.1),

are (subject to clause 12.3(b)) essential terms of this Croquet Sublease and the breach, non-observance or non-performance of any one or more of those terms is an Event of Default.

(b) The presence of clause 12.3(a) in this Croquet Sublease does not mean that there are no other essential terms of this Croquet Sublease.

12.4 Termination of Croquet Licence

This Croquet Sublease will terminate automatically on termination of the Croquet Licence.

13. Damage and destruction

13.1 Destruction of Premises

(a) If a material part or a substantial part of the Premises is destroyed or damaged:

(i) to an extent so as to be unfit for occupation or use during the Term; and

(ii) is not re-instated by the Sublessor within 6 months after the destruction or damage occurring,

then, unless within that 6 month period, the Sublessor:

(iii) elects by notice in writing to the Sublessee to reinstate the Premises to its original design as nearly as practicable; and

(iv) commences that re-instatement,

the Sublessor or the Sublessee may (in the case of the Sublessee, only if that damage or destruction is not caused by the Sublessee or a Permitted Person) by notice in writing to the other Party terminate this Croquet Sublease as from the date of the giving of that notice without prejudice to the rights of the Sublessor in relation to any previous Event of Default.

(b) For the purposes of this clause the expression "a substantial part of the Premises" means one third or more of the net lettable area of the Premises.

14. Holding over provisions

(a) The Sublessee may remain in occupation of the Premises after the Expiry Date with the agreement of the Sublessor, provided such period of occupation remains less than the term of the Headlease.

(b) If the Sublessee continues to occupy the Premises with the agreement of the Sublessor after the Expiry Date in accordance with clause 14(a), then the Sublessee will be a monthly subtenant on the same terms and conditions (with appropriate changes made) as are contained or implied in this Croquet Sublease excluding any option for a Further Term.

(c) The monthly tenancy may be terminated by either Party giving the other 1 months' notice in writing. This notice may be given at any time.

15. Sublessor's liability

15.1 Liability for loss

(a) Under no circumstances will the Sublessor be liable to the Sublessee for any loss, damage or injury suffered by the Sublessee as a result of:

(i) the Sublessee's occupation and use of the Premises;

(ii) the enjoyment of the Sublessee's other rights with respect to the Premises;

(iii) any malfunction or breakdown in, or interruption of or to the:

A. water gas or electricity services;

B. air conditioning equipment;

C. Fire Fighting Equipment;

D. lifts, elevators or any appurtenance; or

E. the Sublessor's Property,

contained in the Premises; or

(iv) the breakage, blockage or overflow of any sewer, waste drains, conduits, cables, wires, gutters, down pipes or storm water drains from any cause,

except to the extent both:

(v) caused by any act, neglect, default or omission of the Sublessor, or its agents or employees; and

(vi) that its liability cannot be excluded at Law.

(b) The Sublessor will not be liable to the Sublessee in relation to any loss or damage suffered by the Sublessee in relation to an act, neglect or default of any other subtenant or occupier of the Building or Facility.

15.2 Liability of Sublessor and others

(a) Despite anything in this Croquet Sublease or any Law to the contrary, before the Sublessor will be liable for any loss or damage the Sublessee suffers by reason of the Sublessor doing or failing to do anything in respect of the Premises, the Sublessee must give the Sublessor a notice specifying the act or omission and the reasonable time for its performance or rectification and the Sublessor must have failed to do so within the time specified in the notice.

(b) The Sublessee 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 Croquet Sublease.

15.3 Limitation of liability as trustee

The Sublessee acknowledges and agrees that if the Sublessor has entered into this Croquet Sublease as trustee of a trust and in no other capacity:

(a) the Sublessor will not be personally liable to the Sublessee for any breach of a term contained or implied in this Croquet Sublease;

(b) if the Sublessor breaches this Croquet Sublease, the Sublessee is permitted to claim damages from the Sublessor only to the extent that the Sublessor can be reimbursed from the net assets of the trust; and

(c) the officers of the Sublessor will not be personally liable to the Sublessee.

15.4 Sublessor's limitation of liability

The Sublessor's agreements under this Croquet Sublease will not render the Sublessor personally liable in damages for a breach except in the case of the Sublessor's own act, default or negligence, or an act, default or negligence of an employee, contractor or agent of the Sublessor.

16. Notices

16.1 Form of Notices

A notice, consent, approval, demand or other communication to be given or made under this Croquet Sublease (unless otherwise provided) must be in writing, in English and signed by or on behalf of, the Party giving or making it.

16.2 Delivery of Notices

(a) A Party must send a notice to the other Party at the address listed in Item 14 of the Reference Schedule.

(b) A Party may vary its address by sending a notice to the other Party.

(c) A Party must use the new address from the time that it receives the notice.

(d) A Party may give notice in any of the following modes:

(i) by email;

(ii) by pre-paid mail; or

(iii) by hand delivery.

16.3 Effect and Delivery

(a) A notice takes effect at the time stated in the notice, but if no time is stated or the time stated is before receipt, then a notice takes effect on receipt.

(b) A hand delivered notice is received:

(i) if hand delivered before 5:00pm on a Business Day, on that Business Day;

(ii) if hand delivered after 5:00pm on a Business Day, on the next following Business Day;

(iii) if hand delivered on a day not being a Business Day, on the next day being a Business Day.

(c) A notice sent by post is received:

(i) 3 days after posting if within Australia; or

(ii) 7 days after posting if posted to or from a place outside Australia.

(d) A notice sent by email is received:

(i) if transmitted before 5:00pm on a Business Day, on that Business Day;

(ii) if transmitted after 5:00pm on a Business Day, on the next following Business Day;

(iii) 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.

(e) A Party may send a notice in more than one way permitted under this deed.

(f) 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.

(g) The Sublessor's solicitor or the Manager may give or serve notice on the Sublessee with the same effect as if it had been given or served by the Sublessor.

17. Extension of term

17.1 Further Term

(a) If the Sublessee:

(i) has duly and punctually paid all money payable by the Sublessor under this Croquet Sublease during the Term; and

(ii) has duly and punctually observed and performed all of the Sub-Lessee's obligations under this Croquet Sublease at all times up to the expiration of the Term,

then, provided the Sublessee has first given the Sublessor a written notice of exercise not less than 14 months before the expiration of the Term and the Sublessor wishes to take a new headlease for the "Further Term" (as that term is defined in the Headlease):

(iii) the Sublessor will give the Headlessor a notice to grant the "Further Term" (as that term is defined in the Headlease); and

(iv) if the Headlessor grants the Sublessor the "Further Term" (as that term is defined in the Headlease), the Sublessor must grant the Sublessee, and the Sublessee must accept, a sublease for the Further Term.

(b) If a sublease for the Further Term is granted pursuant to clause 17.1(a), then the new sublease will be on and subject to the same terms and conditions as are contained in or implied by this Croquet Sublease except for 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.

17.2 Variation to extend term of Headlease

Subject to clause 17.5, if the Headlessor and Sublessor extend the term of the Headlease beyond the "Term" (as that term is defined in the Headlease), then subject to the prior written consent of the Minister for Lands, the Sublessor must extend this Term for the same extended term as the varied Headlease (less one day).

17.3 New sublessor

Subject to clause 17.5, if the Headlessor enters into a new headlease (**New Headlease**) with a third party (**New Sublessor**) in respect of the Premises, then subject to the prior written consent of the Minister for Lands, the Headlessor must cause the New Sublessor to grant a new sublease to the Sublessee for the same term as the New Headlease (less one day).

17.4 Tenure where no replacement Headlease entered into

Subject to clause 17.5, if the Headlessor does not enter into a New Headlease in respect of the Premises (with a term to commence immediately after the expiry of the Headlease or New Headlease, as applicable), then subject to the written consent of the Minister for Lands, the Headlessor will grant a new lease (**New Croquet Sublease**) to the Sublessee (as lessee) on the following terms:

(a) the term of the New Croquet Sublease will be equal to 20 years less the cumulative of the term of the Croquet Sublease and the term of any New Croquet Sublease (where applicable); and

(b) the term of the New Croquet Sublease will commence on the date immediately following the expiry of the Croquet Sublease or the New Croquet Sublease (as applicable).

17.5 Cumulative terms of Sublease

The Sublessee acknowledges and agrees that the Term, the Further Terms and any extended terms or new terms granted under clauses 17.2, 17.3 and 17.4 must not exceed a total cumulative period of 21 years.

18. PPSA

18.1 Headlessor's Assets

(b) The right to use the Headlessor's Assets granted by this Croquet Sublease creates a Security Interest.

(c) the Security Interest extends to all present and after acquired property arising from the Sublessee's dealing with the Headlessor's Assets.

(d) The Headlessor's Assets are commercial property.

(e) The Headlessor's Assets must not be removed from the Premises.

18.2 Security Interests in relation to Headlessor's Assets

In relation to any Security Interest created under clause 18.1:

(f) the Security Interest may be registered on the register by the Headlessor and the Sublessee agrees to do:

(i) all things necessary and required by the Headlessor to effect that registration of the Security Interest in the best priority possible; and

(ii) anything else the Headlessor requests the Sublessee to do in connection with the PPSA without delay;

(g) the Sublessee waives its right under the PPSA:

(i) to receive a copy of any verification statement, financing change statement, or any notice that the Headlessor intends enforce a Security Interest granted to the Headlessor or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;

(ii) to object to a proposal by the Headlessor to enforce any Security Interest in satisfaction of any obligation owed by the Sublessee to the Headlessor;

(iii) to receive a statement of account following the sale of any personal property following the enforcement of a Security Interest;

(h) the Parties agree that the Headlessor is not required to respond to a request made under section 275 of the PPSA and the Sublessee must not disclose information of the kind set out in section 275(1) of the PPSA;

(i) The Parties agree that any provision of any additional Headlessor's Assets made by the Headlessor to the Sublessee which is not specifically set out in this Croquet Sublease is subject to the terms of this Croquet Sublease;

(j) the enforcement provisions contained in this Croquet Sublease are in addition to any rights available to the Headlessor under the PPSA and apply to the maximum extent permitted by Law; and

(k) the Parties agrees that the following provisions of the PPSA will not apply and the Sublessee will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor), section 121(4), section 125, 129(2) and (3); section 132, section 142 and section 143.

18.3 Sublessor's Assets

(a) The right to use the Sublessor's Assets granted by this Croquet Sublease creates a Security Interest.

(b) The Security Interest extends to all present and after acquired property arising from the Sublessee's dealing with the Sublessor's Assets.

(c) The Sublessor's Assets are commercial property.

(d) The Sublessor's Assets must not be removed from the Premises.

18.4 Security Interest in relation to Sublessor's Assets

In relation to any Security Interest created under clause 18.3:

(a) the Security Interest may be registered on the register by the Sublessor and the Sublessee agrees to do:

(i) all things necessary and required by the Sublessor to effect that registration of the Security Interest in the best priority possible; and

(ii) anything else the Sublessor requests the Sublessee to do in connection with the PPSA without delay;

(b) the Sublessee waives its right under the PPSA:

(i) to receive a copy of any verification statement, financing change statement, or any notice that the Sublessor intends enforce a Security Interest granted to the Sublessor or any other notice under the PPSA unless the notice is required to be given by the PPSA and cannot be contracted out of;

(ii) to object to a proposal by the Sublessor to enforce any Security Interest in satisfaction of any obligation owed by the Sublessee to the Sublessor;

(iii) to receive a statement of account following the sale of any personal property following the enforcement of a Security Interest;

(c) the Parties agree that the Sublessor is not required to respond to a request made under section 275 of the PPSA and the Sublessee must not disclose information of the kind set out in section 275(1) of the PPSA;

(d) The Parties agree that any provision of any additional Sublessor's Assets made by the Sublessor to the Sublessee which is not specifically set out in this Croquet Sublease is subject to the terms of this Croquet Sublease;

(e) the enforcement provisions contained in this Croquet Sublease are in addition to any rights available to the Sublessor under the PPSA and apply to the maximum extent permitted by Law; and

(a) the Parties agrees that the following provisions of the PPSA will not apply and the Sublessee will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor), section 121(4), section 125, 129(2) and (3); section 132, section 142 and section 143

19. Insolvency Event for Sublessor

The Sublessee and Headlessor acknowledge and agree that:

(a) if an Insolvency Event occurs in relation to the Sublessor; or

(b) the Headlease is otherwise terminated,

the Headlessor may by Notice to the Sublessee make this Croquet Sublease a lease of the Premises between the Headlessor as lessor and the Sublessee as lessee on the same terms as this Croquet Sublease.

20. Dispute Resolution

20.1 Dispute

(a) If a Dispute arises between the Sublessor and the Sublessee then either Party may give the other Party a Dispute Notice and the Parties must discuss the Dispute in good faith and explore resolution of the Dispute. If for any reason the Parties have not resolved the Dispute within 10 Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause.

(b) Following service of a Dispute Notice and failure to agree a resolution within the 10 Business Day period referred to in clause 20.1, the Parties are to agree the person to be the Mediator within 15 Business Days after the Dispute Notice was given and jointly appoint that person to mediate the Dispute.

(c) If the Parties cannot reach agreement on the person to be appointed as Mediator within 15 Business Days after the issue of the relevant Dispute Notice, then:

(i) either Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the Mediator; and

(ii) the Parties must jointly appoint the person nominated under clause 20.1(c)(i).

(d) If the person nominated or appointed is unavailable or unwilling to act and the Parties are unable to agree to appoint another Mediator within 5 Business Days, then clause 20.1(c) applies.

(e) The mediation will be conducted in accordance with the Law Society of Western Australia Model Mediation Rules.

(f) The Model Mediation Rules are deemed to be incorporated into this clause 20.

(g) The Parties will share equally and will be jointly and severally liable to the Mediator for the Mediator's fees for the mediation, unless otherwise agreed.

20.2 Dispute not resolved through Mediation

(a) If the Dispute cannot be resolved through mediation in a manner that is satisfactory to both Parties within 60 Business Days after the relevant Dispute Notice was given, then:

(i) the Dispute must be referred to the CEO for determination in accordance with this subclause 20.2(a); and

(ii) the CEO may either:

A. make a final determination for the resolution of the Dispute, but only after:

i. giving each Party an opportunity to make written submissions to the CEO;

ii. giving due consideration to any submissions received; and

iii. setting out the reasons for his or her decision in writing; or

B. appoint an Expert to determine the Dispute for determination in accordance with clause 20.3.

(b) The determination of the CEO in clause 20.2(a)(ii)A will be final and binding on the Parties so far as the Law allows except in the case of manifest error (of law or fact) or where a Party has been denied natural justice.

20.3 Expert Determination

(a) The CEO (acting reasonably) will decide:

(i) which type of "Expert" is to be appointed to determine the Dispute; and

(ii) the person to be nominated as that Expert to determine the Dispute.

(b) The Parties must jointly appoint the person nominated by the CEO under clause 20.3(a) to determine the Dispute.

(c) If the person nominated or appointed is unable or unwilling to act, then clause 20.3(a) will apply.

(d) 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 Parties;

(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 20.3.

(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 a 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 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 the Deed.

(i) The Expert's determination:

(i) is final and binding on the Parties;

(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 made 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, unless an agreement or a determination is made under clause 20.3(j)(ii) as to who should pay for such remuneration; and

(ii) unless the Parties specifically otherwise agree, the Expert will determine which Party or Parties will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party or Parties was at fault or unreasonable in failing to agree to the Dispute, and each Party will bear those costs accordingly.

(k) Nothing, while in Dispute, will relieve the Parties from any of their obligations under the Deed.

(l) Unless otherwise ordered by the Expert under clause 20.3(j)(ii), the Expert's costs shall be paid by the Parties in equal shares and each Party shall pay its own legal and other costs of the Dispute.

20.4 Urgent interlocutory relief

Nothing in this clause 20 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.

21. General Provisions

21.1 Moratorium

The application to this Croquet Sublease 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 Sublessee's Obligations or providing for compensation rights or privileges at the expense of the Sublessor in favour of the Sublessee or any other person, is excluded and denied so far as an exclusion and denial is lawful.

21.2 Governing law

The law of the State governs this Croquet Sublease.

21.3 Jurisdiction

The Parties submit to the exclusive jurisdiction of the courts of the State, the Federal Circuit Court and the Federal Court of Australia.

21.4 Severance

(a) If a part of this Croquet Sublease is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that part must be severed and ignored in the interpretation of this Croquet Sublease.

(b) The remaining parts of this Croquet Sublease remain in full force and effect.

21.5 Variation

The Parties can vary this Croquet Sublease only if the variation is in writing and signed by each Party.

21.6 Rights are cumulative

A Party's rights under this Croquet Sublease are in addition to its rights at Law.

21.7 Survival

(a) The warranties survive the Termination of this Croquet Sublease.

(b) Each indemnity survives the performance of obligations relating to this Croquet Sublease and the Termination of this Croquet Sublease.

(c) To the extent that a Party has not satisfied an obligation or it is a continuing obligation, that obligation survives Termination.

21.8 Consents and approvals

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

21.9 Waiver

(a) A Party granting a waiver of a right relating to this Croquet Sublease, must give written notice of that waiver to the Party that benefits from the waiver.

(b) A Party's failure, partial failure or delay in exercising a right relating to this Croquet Sublease is not a waiver of that right.

(c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Croquet Sublease:

(i) constitutes a waiver of that right; or

(ii) is a defence to its own action or inaction.

(d) No consent or waiver express or implied by the Sublessor or the Manager to or of any Event of Default will be construed as a consent or waiver to or of any other Event of Default.

(e) The Parties may not waive or vary this clause.

21.10 No Agency or Partnership relationship

(a) This Croquet Sublease does not in any way or for any purpose constitute the Sublessor or the Headlessor being a partner of the Sublessee in the conduct of the Sublessee's business or otherwise, or a joint venturer or a member of a joint enterprise with the Sublessee.

(b) The Sublessee 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 Sublessor or Headlessor or as otherwise able to bind or represent the Sublessor or Headlessor.

(c) The Sublessee is not by virtue of this Croquet Sublease and is not deemed to be, an employee, partner, or agent of the Sublessor or Headlessor, or have any power or authority to bind or represent the Sublessor or Headlessor.

21.11 Manager

The Sublessor may appoint an employee, officer or agent of the Sublessor to manage the Premises and that Manager may represent the Sublessor in all matters relating to this Croquet Sublease.

21.12 Entire Agreement

(a) This Croquet Sublease constitutes the entire agreement between the Parties in relation to the Premises and it supersedes all previous discussions, undertakings and agreements; and anything contained in any brochure, market analysis, report or other document prepared by the Sublessor or Headlessor or any of the Sublessor's or Headlessor's agents or consultants for submission to potential subtenants of the Premises.

(b) The Sublessee has not been induced to enter into this Croquet Sublease by a statement or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Sublessor or Headlessor and or the Sublessor's or Headlessor's agents or consultants which is not contained in this Croquet Sublease.

21.13 Further assurance

Each Party at its own expense must do everything necessary to give full effect to this Croquet Sublease.

21.14 Counterparts

(a) The Parties may execute this Croquet Sublease in any number of counterparts, which taken together constitute one instrument.

(b) The Parties may exchange counterparts by scanning the entire duly executed counterpart and emailing it to the other Party.

21.15 Power of Attorney

(a) In consideration of the Sublessor granting this Croquet Sublease to the Sublessee and the Headlessor consenting to the Croquet Sublease, the Sublessee irrevocably appoints the Manager, the Minister for Lands, the CEO and each and every duly appointed delegate of the Minister for Lands and or the CEO (**Delegate**) jointly and severally, the agents and attorney of the Sublessee to:

(i) sign and lodge a withdrawal of any absolute caveat lodged by the Sublessee in breach of clause 8.2(a);

(ii) sign and register a surrender of this Croquet Sublease after Termination;

(iii) do all things required to register this Croquet Sublease or lodge a caveat in relation to this Croquet Sublease;

(iv) do all things necessary under the PPSA in relation to any Security interest referred to in this Croquet Sublease; and

(v) execute any document on behalf of the Sublessee that is required to effect any subordination under clause 21.20(a),

the cost of which is to be paid by the Sublessee 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 clause 21.15(a) is:

(i) entitled to rely on that person's execution of a document as conclusive evidence that:

A. the person is the Manager, CEO, 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.

21.16 Certificate to be Prima Facie Evidence

A certificate signed by or on behalf of the Sublessor will be prima facie evidence of the facts stated in that certificate as to any matter or thing arising under this Croquet Sublease.

21.17 Western Australian Planning Commission Consent

This Croquet Sublease 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).

21.18 Section 18 Consent

(a) This Croquet Sublease 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 Croquet Sublease by the Minister for Lands under this Croquet Sublease 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 Croquet Sublease.

(c) Nothing in this Croquet Sublease will operate to relieve the Sublessee'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 Sublessee must comply with the terms of the Minister for Lands' consent.

21.19 Commercial Building Disclosure

(a) If the Sublessor provided the Sublessee with a copy of a BEEC in relation to the Building before the Sublessee entered into this Croquet Sublease, the Sublessee acknowledges and agrees that:

(i) the Sublessee has relied entirely on its own enquiries as to whether the BEEC is Current and Valid and whether the information contained in the BEEC is accurate;

(ii) the Sublessee must not make any Claim under or in connection with the *Building Energy Efficiency Disclosure Act 2010* (Cth) or the BEEC; and

(iii) the Sublessor registered the BEEC before making any offer to, or inviting any offer from, the Sublessee in respect of this Croquet Sublease.

(b) In clause 21.20(a), the terms *Current* and *Valid* have the meaning given to them under the *Building Energy Efficiency Disclosure Act 2010* (Cth).

21.20 Subordination

(a) The Sublessee agrees to subordinate this Croquet Sublease to any mortgage of the Sublessor's leasehold interest in the Land, to give the Sublessor's mortgage priority over this Croquet Sublease whether under the *Transfer of Land Act 1893* (WA) or otherwise if requested to do so by the Sublessor at any time during the Term.

(b) The Sublessee must execute and deliver to the Sublessor (without cost to the Sublessee) on request by the Sublessor, any document (including withdrawals of caveat) as are required to effect any subordination under clause 21.20(a), within 10 Business Days after receipt from the Sublessor.

(c) If the Sublessee fails to comply with clause 21.20(a), the Sublessee, in consideration of the Sublessor granting this Croquet Sublease to the Sublessee, irrevocably appoints the Sublessor and each of its directors and officers jointly and severally as the agents and attorney of the Sublessee to execute any document on behalf of the Sublessee that is required to effect any subordination under clause 21.20(a).

(d) The Sublessee will not be required to effect any subordination of this Croquet Sublease under this clause, unless the mortgagee first agrees in writing that, so long as the Sublessee is not in default under this Croquet Sublease:

(i) the Croquet Sublease will not be terminated or modified (except as provided in this Croquet Sublease);

(ii) the rights of the Sublessee under this Croquet Sublease will not be terminated or modified (except as provided in this Croquet Sublease); and

(iii) the Sublessee's possession of the Premises will not be disturbed or interfered with by any sale or Claim under that mortgage.

21.21 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 sections 92, 94 and 95 of the *Transfer of Land Act 1893* (WA) are excluded from, and do not apply to this Croquet Sublease.

(b) The use in this Croquet Sublease 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.

21.22 Indemnities

(a) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Croquet Sublease.

(b) Each indemnity given under this Croquet Sublease:

(i) is separate and independent from any other obligation of the Party giving it; and

(ii) is absolute, irrevocable, unconditional and payable on demand.

(c) Each indemnity survives the termination of this Croquet Sublease.

EXECUTED by the Parties to this Croquet Sublease as a deed on the date specified on page 1.

Executed as a Deed for and on behalf of the **TOWN OF EAST FREMANTLE** by persons duly authorised to do so under section 9.49A(4) of the *Local Government Act* 1995 (WA).

.....	.....
(Signed)	(Signed)
.....	.....
(Position)	(Position)
.....	.....
(Print Full Name)	(Print Full Name)

Executed by
Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust
pursuant to s127 of the *Corporations Act 2001* (Cth)

Director Signature	Director / Secretary Signature
Director Name (Please Print)	Director / Secretary Name (Please Print)

The common seal of **The East Fremantle Croquet Club Inc.** was hereunto affixed to this deed pursuant to the constitution of The East Fremantle Croquet 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 The East Fremantle Croquet Club Inc. indicated under his or her name:)
)
)

Office Holder Sign	Office Holder Sign
Full Name (please print)	Full Name (please print)
Address	Address
Office Held	Office Held

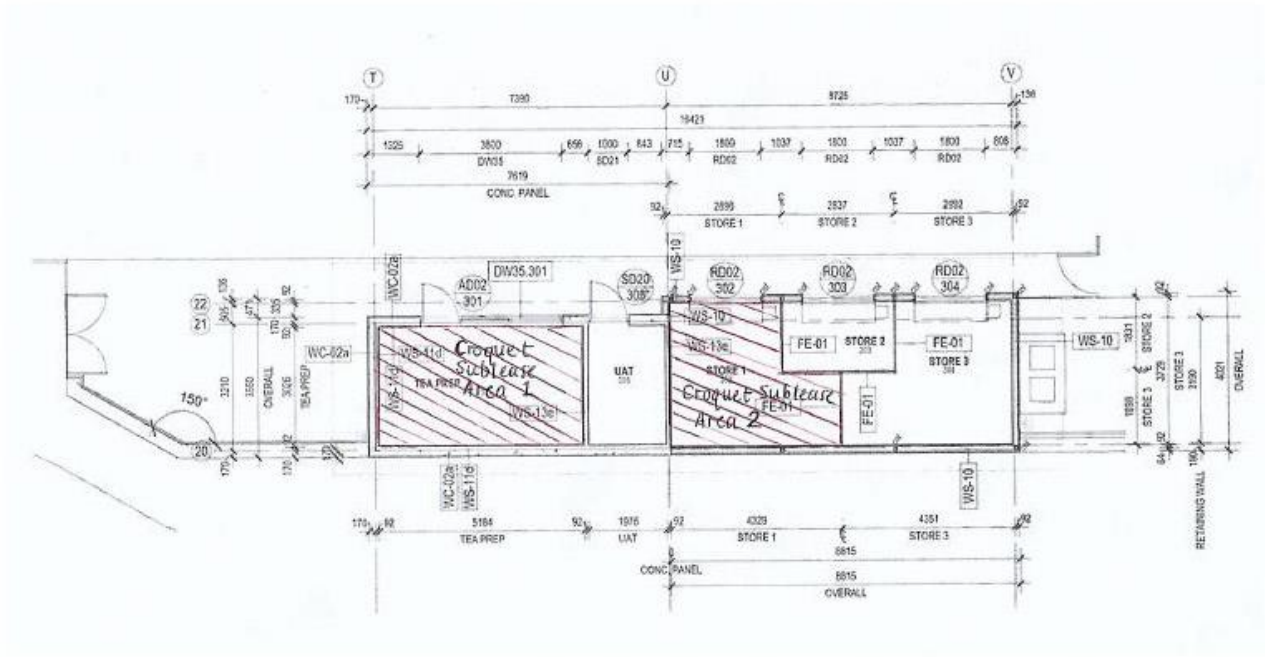
MINISTER'S CONSENT

THE MINISTER FOR LANDS hereby consents to the within sublease pursuant to section 18 of the Land Administration Act 1997.

Dated this **day of** **20**

Annexure A

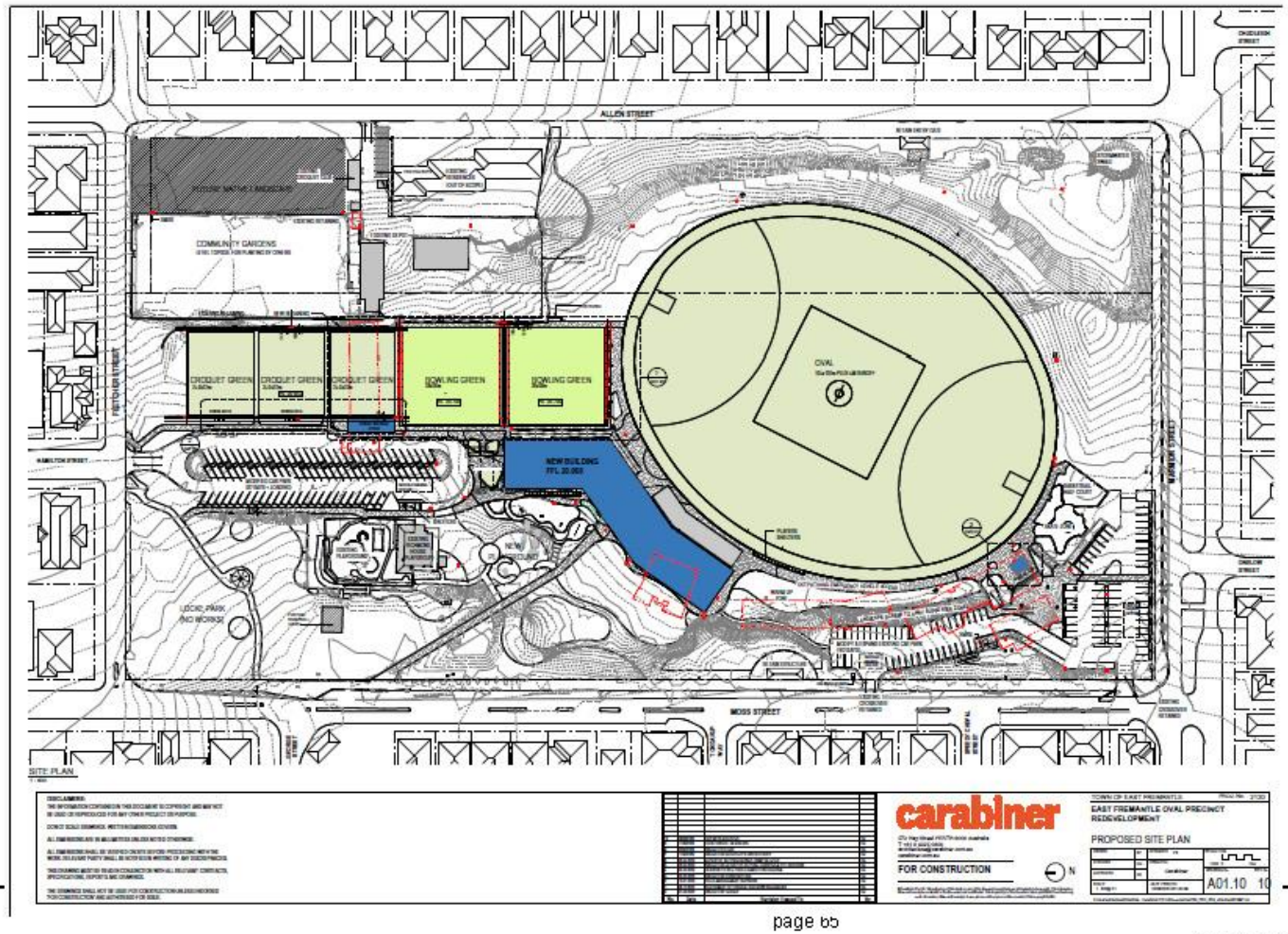
Premises Plan


Croquet Sublease Area 1
Croquet Sublease Area 2
TEA PREP
UAT
STORE 1
STORE 2
STORE 3
CONC PANEL
OVERALL
RETAINING WALL

Annexure B

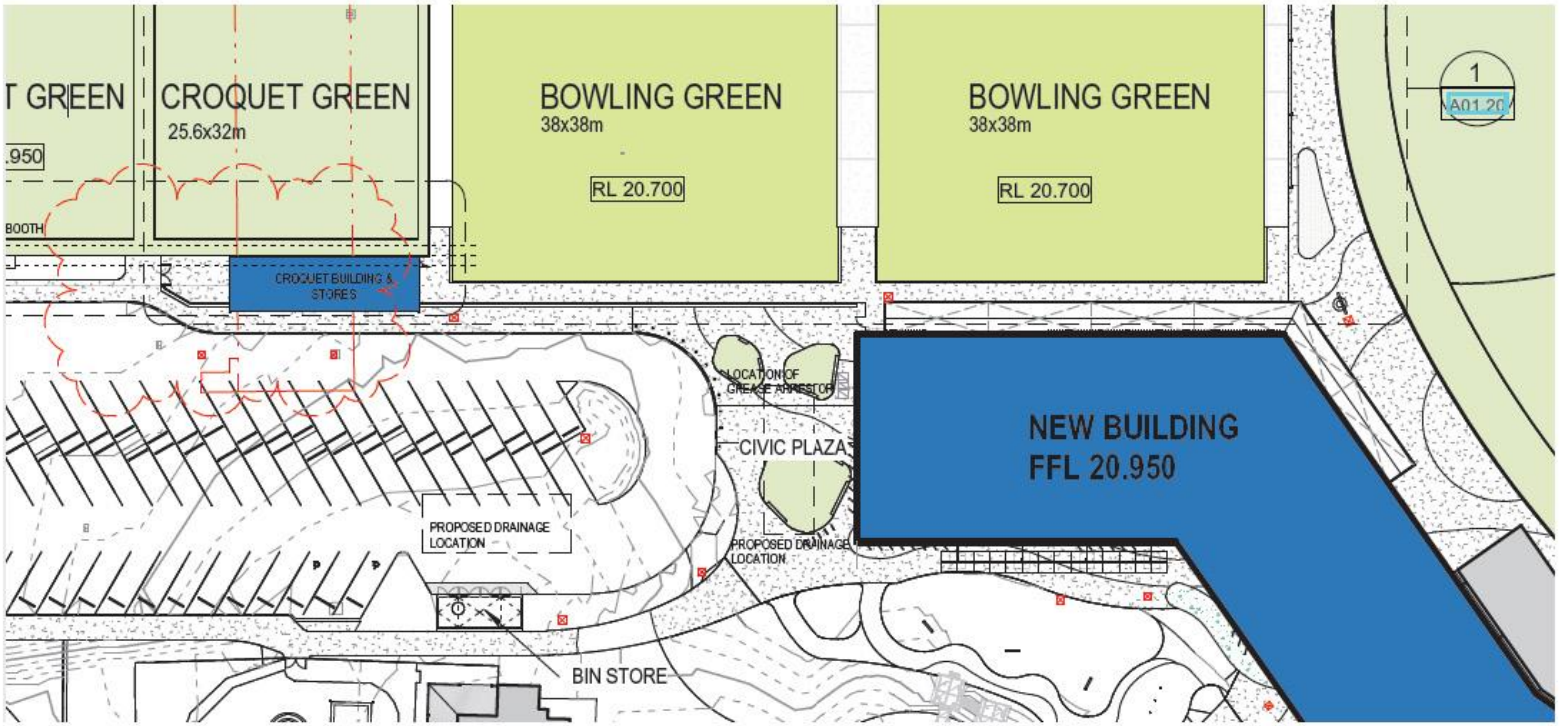
Facility Plan

Sublease



page 65

LHB 3462-5451-4476_2


T GREEN
.950
CROQUET GREEN
25.6x32m
BOWLING GREEN
38x38m
RL 20.700
BOWLING GREEN
38x38m
RL 20.700
1
A01.20
BOOTH
CROQUET BUILDING & STORES
LOCATION OF GREASE ARRESTOR
CIVIC PLAZA
NEW BUILDING
FFL 20.950
PROPOSED DRAINAGE LOCATION
PROPOSED DRAINAGE LOCATION
BIN STORE

ATTESTATION SHEET PAGE

Dated this day of 2024

SUB-LESSOR/S SIGN HERE (Note 10)

Executed by
Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463)
pursuant to s127 of the *Corporations Act 2001* (Cth)

Director Signature	Director / Secretary Signature
Director Name (Please Print)	Director / Secretary Name (Please Print)

SUB-LESSEE/S SIGN HERE (Note 10)

The common seal of **The East Fremantle Croquet Club Inc.** was
hereunto affixed to this deed pursuant to the constitution of
The East Fremantle Croquet 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 The East Fremantle Croquet Club Inc. indicated under his or her name

Office Holder Signature	Office Holder Signature
Officer Holder Full Name (Please Print)	Office Holder Name (Please Print)
Address	Address
Office Held	Office Held

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate Lease to be produced.

NOTES

1. **DESCRIPTION OF LAND**

   Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.

   Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated. If part, define by recital and/or sketch.

   The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**

   In this panel show (subject to the next paragraph) those Limitations, interests, encumbrances and notifications affecting the land being sub-leased recorded against the lease:
   (a) on the crown land title
   (i) In the Second Schedule; or
   (ii) If no Second Schedule, that are encumbrances,
   (Unless to be removed by action or document before registration hereof)
   AND
   (b) on the lease, that are encumbrances not recorded on the crown land title

   Do not show any:
   (a) Easement Benefits or Restrictive/Covenant Benefits; or
   (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. If a mortgage is shown, do not show any partial discharges or any document affecting either). The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and plan/diagram number.

   If none show "nil".
3. **SUB-LESSOR**
   State the full name of the Sub-Lessor/Sub-Lessors (Lessee as shown in Lease) and the address/addresses to which future notices can be sent.
4. **SUB-LESSEE**
   State full name of the Sub-Lessee/Sub-Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**
   Term of Sub-Lease must be less than Head Lease.
   Term to be stated in years, months and days or as the case may be and commencement day of Sub-Lease to be shown.
6. State whole or part of land in Head Lease.
7. State amount of yearly rental in words.
8. State term of payment.
9. Insert any Covenants required.
10. **SUB-LESSOR/SUB-LESSEE EXECUTION**
    A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

SUB-LEASE (SL)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY	JACKSON McDONALD
ADDRESS	225 St Georges Terrace PERTH WA 6000
Ref:	
Phone:	+61 8 9426 6611
Fax:	+61 8 9321 2002

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
4. _____
5. _____
6. _____ Receiving Clerk

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

JACKSON McDONALD
MULTI-SECTOR LAW

Licence Agreement

East Fremantle Community Park – Croquet Courts

Town of East Fremantle
(ABN 80 052 365 032)

Town

and

Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust

Licensor

and

The East Fremantle Croquet Club Inc.
(ABN 45 207 641 243)

Licensee

Jackson McDonald
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact: Lance Hilton-Barber
Reference: LHB:7172813

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Croquet Licence Agreement

Date 2024

Parties

Town of East Fremantle (ABN 61 054 006 131) (Town)	of 135 Canning Highway, East Fremantle, Western Australia
Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust (Licensor)	of Level 4, 102 Albert Road, South Melbourne, Victoria
The East Fremantle Croquet Club Inc. (ABN 45 207 641 243) (Licensee)	of 44 Moss Street, East Fremantle, Western Australia

Recitals

A. The Town has the care control and management of the Land subject to the conditions of a management order.

B. The Licensor has exclusive possession of the EFCP pursuant to the Lease and is the operator of the EFCP.

C. The Licensor has agreed to grant a licence of the Croquet Licence Area to the Licensee on the terms and conditions of this Croquet Licence.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Accountant means a person who is:

(a) qualified as an accountant in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Institute of Chartered Accountants of Australia (Western Australia Branch); and

(d) has not less than 15 years' experience as an accountant, with at least 5 years being in Australia.

Actual Surplus means the revenue collected by the Licensor from the operation of the EFCP in a completed Licence Year exceeded the Licensor's expenditure on the management and operation of the EFCP (excluding the Sinking Fund Contribution) in the same period.

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

Adjusted Surplus means the revenue collected by the Licensor from the operation of the EFCP in a completed Licence Year exceeded the Operator's expenditure on the management and operation of the EFCP in the same period (after deduction of the applicable Sinking Fund Contribution) in the same period.

Allocation Period means the period commencing on 1 October and ending on 30 November in each calendar year during the Term.

Annexure means an annexure to this Croquet Licence.

Appropriate Authority means any Authority which assesses or imposes rates, taxes or other impositions in relation to the Land and any Authority which provides or supplies all other Services.

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

Architect means a person who is:

(a) qualified as an architect in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Institute of Architects (Western Australia Branch); and

(d) has not less than 5 years' experience in designing buildings and facilities similar to those buildings and facilities to be constructed as part of the EFCP.

Authority means any government, statutory, public or other authority or body having jurisdiction over the Croquet Licence Area or any matter or thing relating to it.

Bowling Greens means the two synthetic turf bowling greens within the EFCP and identified as "Bowling Greens" on the EFCP Plan.

Building means the two storey multipurpose building situated within the EFCP and identified as the "New Building" on the EFCP Plan and includes all of the Town's Property and all the Licensor's Property and all of the EFCP Services in the Building.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks are generally open for business in the State.

CEO means the Chief Executive Officer of the Town.

Claims includes but is not limited to claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination thereof.

Commencement Date means the date specified in **Item 2**.

Community Use means any community event, program or activity including sporting events and activities, sporting competitions, social croquet events, fetes, fairs, festivals, markets, parades, carnivals, educational activities, charitable events (including charity matches), recreational activities and civic activities that is organised by the Licensor or the Town or authorised by the Licensor (in consultation with the Town).

Contamination has the meaning as that term is defined in the *Contaminated Sites Act* 2003 (WA).

Croquet Courts means the three croquet courts situated within the EFCP and identified as "croquet greens" on the EFCP Plan.

Croquet Courts Priority Usage Table means the table set out in Schedule 2.

Croquet Licence means this deed as amended, varied or supplemented from time to time including any Schedules or Annexures.

Croquet Licence Area means the Croquet Courts being that part of the EFCP shown shaded red on the EFCP Plan.

Croquet Sublease means the sublease of part of the single storey building in the EFCP adjacent to the Croquet Courts shown as the "Croquet building and stores" on the EFCP Plan, between the Licensor as sublessor and the Licensee as sublessee executed contemporaneously with this Croquet Licence.

Dispute means any dispute arising out of this Croquet Licence.

Dispute Notice means a notice identifying the particulars of the Dispute.

EFBC means East Fremantle Bowls Club and where the context permits, the expression includes the members, office bearers, staff and invitees of EFBC.

EFCC means East Fremantle Croquet Club and where the context permits, the expression includes the members, office bearers, staff and invitees of EFCC.

EFCC Club Members means those members of the Licensee who are holders of current membership cards.

EFCC Event means an event initiated, organised and run by the Licensee that involves the exclusive or priority use of the Function Room and/or Food and Beverage Facilities pursuant to the Precinct Partners Priority Usage Policy but expressly excludes the hire and use of these facilities by third parties (including any third parties who are EFCC Club Members).

EFCC F&B Payment means the quarterly payment to the Licensee under clause 6 in recognition of the total food and beverage sales generated through activities initiated by the Licensee and from purchases made by EFCC Club Members for each Quarter in accordance with the applicable formula specified in **Item 11**.

EFCP means the East Fremantle Community Park constructed on that part of the Land bounded by Moss Street, Marmion Street and Allen Street (but excluding the Excluded Area) and includes the Building, the EFCP Services, the EFCP Facilities, courts, playgrounds, car parks and all other buildings and improvements constructed on that part of the Land.

EFCP Facilities means the following facilities situated within the EFCP:

(a) the Oval;

(b) spectator seating around the Oval;

(c) the Function Room;

(d) the Food and Beverage Facilities;

(e) the Croquet Courts;

(f) the Bowling Greens;

(g) the Health Club;

(h) the community meeting rooms situated within the Building;

(i) the commercial facilities situated within the Building

(j) the SGCC;

(k) the playground;

(l) the community garden;

(m) the skate zone and basketball area;

(n) the car parking areas;

(o) landscaping; and

(p) the public recreation areas.

EFCP Lease means the lease of the EFCP between the Town as lessor and the Licensor as lessee dated 2 April 2024.

EFCP Plan means the plan annexed as Annexure B.

EFCP Premises means that part of the Land that is the subject of the EFCP Lease.

EFCP Services means all services supplied to or in the EFCP (including all services supplied to the Building and any other buildings or improvements in the EFCP) including gas, water, drainage, fresh air, exhaust systems, electricity, sprinkler systems, heating, lighting, lift services, electrical services, electrical power supply,

hydraulic services, mechanical services, the air conditioning system, telecommunication services and data transmission services and includes the Licensor's Property and the Town's Property.

End of Year Financial Reconciliation means a financial reconciliation of the financial performance of the EFCP for a Licence Year as agreed by the Town and the Licensor (or failing such agreement, as determined by an independent expert).

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

Environmental Harm has the meaning as that term is defined in the *Environmental Protection Act* 1986 (WA).

Event of Default means each of the events described in clause 16.1 in paragraphs (a) to (e).

Excluded Area means that part of the Land comprising:

(a) the Town of East Fremantle Works Depot; and

(b) the existing residential properties situated on Allen Street,

being the area excluded from the EFCP Premises.

Expert means:

(a) an Accountant;

(b) an Architect;

(c) a Legal Practitioner;

(d) a Quantity Surveyor;

(e) a Valuer;

(f) any other person with suitable qualifications and experience appropriate to determine the Dispute,

appointed under clause 18.3 to determine the Dispute.

Expiry Date means the expiry date of this Croquet Licence being the date specified in **Item 4**.

Extended Hours of Use means the extended hours in which the Licensee or a Permitted Person is permitted to use the Function Room for the purpose of cleaning

and clearing the Function Room after it has been used for an EFCC Event, being the hours specified in **Item 6**.

F&B Operating Surplus means for each Quarter completed the total gross revenue generated in that period by sales from the Food and Beverage Facilities through EFCC Events and from purchases made by EFCC Club Members exceeds the Licensor's expenditure on the operation of the Food and Beverage Facilities for EFCC Events and on purchases made by EFCC Club Members for the same period.

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

Food and Beverage Facilities means the food and beverage facilities situated within the ground floor of the Building comprising the café, bars and kitchen and identified as the "Café", "Kitchen", "Bar 1" and "Bar 2" on the Ground Floor of the Building Plan.

Function Room means that part of the Building used as a multipurpose function room and more particularly being the area shaded blue and identified as "Function Area 1" and "Function Area 2" on Ground Floor of the Building Plan.

Further Term means the further term or terms (if any) specified in **Item 10**.

Hazard means any thing occurring on or emanating from the Croquet Licence Area that may result in injury to a person or harm to the health of a person.

Hazardous Materials 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.

Health Club means that part of the Building used as a gymnasium, weights room, aerobics rooms and fitness rooms on the First Floor of the Building and more particularly identified as the "Gym", "Appraisal 1", "Appraisal 2", "Amenities", "Spin" and "Group Fitness" areas on the First Floor of the Building Plan.

Hours of Use mean the hours between which the Licensee is permitted to use the Function Room on EFCC Events, being the hours specified in **Item 5**.

including means "including, but not limited to".

Insolvency Event means the happening of any of these events:

(a) in the case of an incorporated body:

(i) an application is made to a court for an order or an order is made that the incorporated body be wound up; or

(ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that incorporated body or one of them is appointed, whether or not under an order; or

(iii) except to reconstruct or amalgamate while solvent on terms approved by the Town, the incorporated body 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; or

(iv) the incorporated body resolves to wind itself up, or otherwise dissolves itself, or gives notice of its intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved; or

(v) the incorporated body is or states that it is unable to pay its debts when they fall due; or

(vi) as a result of the operation of section 459F(1) of the *Corporations Act* 2001 (Cth), it is taken to have failed to comply with a statutory demand; or

(vii) it is or makes a statement from which it may be reasonable deducted by a reasonable person that it is, the subject of an event described in section 459(2)(b) or section 585 of the *Corporations Act* 2001 (Cth); or

(viii) the incorporated body takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to the incorporated body;

(ix) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act* 2001 (Cth) or action is taken which would result in that event;

(x) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

(b) in the case of an individual:

(i) 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;

(ii) the individual commits an "act of bankruptcy" as that term is defined in the *Bankruptcy Act* 1966 (Cth); or

(iii) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Insurance Premiums means the premiums for all insurances effected by the Licensor or the Town (as applicable) for the Insurable Risks.

Insurable Risks means any one or more of the risk of:

(a) loss or damage to all or any part of the Croquet Licence Area or the EFCP from all insurable causes;

(b) breakdown of plant and machinery;

(c) sprinkler leakage and water damage;

(d) an event covered by the Licensor's public liability insurance;

(e) an event covered by the Town's public liability insurance;

(f) liability under workers compensation Claims or statutory liability in relation to the Licensor's employees employed in relation to the Croquet Licence Area or the EFCP;

(g) liability under workers compensation Claims or statutory liability in relation to the Town's employed in relation to the Croquet Licence Area or the EFCP; and

(h) any other risk related to the Town's interest or the Licensor's interest in the Croquet Licence Area or the EFCP.

Insured Amount means the amount specified in **Item 9**.

Item means an item in Schedule 1.

LAA means the *Land Administration Act* 1997 (WA).

Land means the land specified in **Item 1**.

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.

Legal Practitioner means a person who:

(a) has a current and valid Australian Practising Certificate (as that term is defined in the *Legal Profession Uniform Law* (WA));

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Law Society of Western Australia; and

(d) has not less than 15 years' experience in property law, involving major developments, in the Perth metropolitan area.

LGA means the *Local Government Act* 1995 (WA).

Licence Fee means the fee payable under clause 4.1 and as at the Commencement Date is the amount specified in **Item 7**.

Licence 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 period from and including the 1st day of July immediately preceding Termination up to the date of Termination.

Licensee's Obligations means the several obligations contained or implied in this Croquet Licence and on the part of the Licensee to be observed or performed.

Licensee's Property means all plant, equipment, materials and other property or stock brought or placed on the Croquet Licence Area by, on behalf of, or with the authority of, the Licensee.

Licensor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Licensor from time located or contained in the EFCP (including the Croquet Licence Area).

Liquor Licence means any liquor licence or permit issued under the *Liquor Control Act* 1988 (WA), authorising the sale of liquor.

Liquor Licensing Authority means, as the case requires, the Liquor Commission or the Director of Liquor Licensing, as constituted or appointed under the *Liquor Control Act* 1988 (WA).

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 LGA.

Manager means any person appointed by the Licensor to manage the Croquet Licence Area under clause 21.5.

Mediator means a legal practitioner (being a person who has a current and valid "Australian Practising Certificate" (as that term is defined in the *Legal Profession Uniform Law* (WA)) who:

(a) is a National Mediator Accreditation System accredited mediator;

(b) is listed on the Law Society Panel of Mediators of the Law Society of Western Australia;

(c) practises in commercial and property disputes; and

(d) is independent from any of the Parties to the Dispute.

Minister means the Minister for Lands in his or her capacity as the body corporate continued under section 7 of the LAA.

month means calendar month.

Oval means the 165m x 130m (plus 5m runoff) Australian Rules Football oval situated within the EFCP being the area shaded red and identified as "Oval" on the EFCP Plan.

Party means the Town, the Licensor or the Licensee according to the context.

Permitted Person means any player, employee, member, officer, contractor or agent of the Licensee and includes any invitee of any Permitted Person and any sub-licensee of the Licensee.

Permitted Use means the use specified in **Item 8**.

Practical Completion means that:

(a) the Town's builder or architect has certified that practical completion of the Building has been achieved; and

(b) the relevant Authority has issued a certificate of occupancy with respect to the Building.

Precinct Partners means:

(a) the Licensee;

(b) EFFC; and

(c) EFCC.

Precinct Partners Priority Usage Policy means the annual policy which establishes the framework for the usage as between the Precinct Partners of those parts of the EFCP that are not subject to the exclusive use of any Precinct Partner and having regard to:

(a) match day/competition day priority use;

(b) training activities and programs;

(c) club events and fundraising activities; and

(d) Function Room and Food and Beverage Facilities usage,

and which as at the Commencement Date is the policy annexed to this Croquet Licence as Annexure C.

Preliminary Period means that period of the Term commencing at midnight on the day preceding the Commencement Date and expiring at midnight on the second occurring 30 June.

Quantity Surveyor means a person who:

(a) is independent from any of the Parties to the Dispute;

(b) at the time of nomination is a member of the Australian Institute of Quantity Surveyors (Western Australia Branch); and

(c) has at least 5 years' experience in quantity surveying buildings and improvements similar to the buildings and imp

Quarter means a fiscal quarter of 3 months comprising one of the following periods:

(a) 1 July to 30 September;

(b) 1 October to 31 December;

(c) 1 January to 31 March; and

(d) 1 April to 30 June.

Requirements means any conditions of approval or consent, requirement, notice, order or direction of any Authority.

Schedule means a schedule to this Croquet Licence.

Services means all utilities and services supplied to or in the EFCP or the Croquet Licence Area (as applicable) including gas, water, drainage, waste collection, electricity and telecommunications (if any) and for the avoidance of doubt, excludes any rates imposed on the Land or the Croquet Licence Area by an Appropriate Authority under the LGA.

Sinking Fund means the reserve account pursuant to section 6.11 of the LGA for the purposes of meeting the cost of capital and structural works (including capital replacement of lifts, electrical switchboards and air conditioning plant and equipment) in the EFCP.

Sinking Fund Contribution means the annual contribution that the Licensor is required to make to the Sinking Fund at the end of each Licence Year in the event that the operation of the EFCP achieves an Actual Surplus for the same period.

SGCC means the Sumpton Green Community Centre, an existing facility within the EFCP used as a playgroup and child and adolescent health service centre and shown as "Richmond House Playgroup" and Existing Playground" on the EFCP Plan.

Special Conditions means any terms and conditions specified in **Item 12**.

State means the State of Western Australia.

Surrounding Area means any land or water adjacent to or in the vicinity of the Croquet Licence Area.

Term means the term of the Croquet Licence specified in **Item 3** and where the context permits includes any Further Term.

Termination means the expiry by passage of time or the sooner determination of the Term.

Town means the Town of East Fremantle.

Town's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Town from time to time located or contained in the EFCP (including the Croquet Licence Area), including floor coverings and window treatments.

Treasury Loan means the loan in the sum of $5 million borrowed by the Town from the Western Australian Treasury Corporation to fund the construction of the EFCP.

Valuer means a person who:

(a) is licensed under *Land Valuers Licensing Act* 1978 (WA);

(b) a independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Australian Property Institute (Inc.) (Western Australia Division); and

(a) has not less than 5 years experience in valuing gland and developments similar to the EFCP.

WHS Legislation means all laws regarding work health and safety that apply to the Croquet Licence Area 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 licences, terms or conditions issued to or imposed on the Town or the Licensee by an Authority pursuant to those work health and safety laws.

1.2 Interpretation

In this Croquet Licence, unless inconsistent with the context:

(a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(b) the singular includes the plural and vice versa;

(c) a reference to a gender includes any gender;

(d) headings are for convenience only and do not affect interpretation;

(e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Croquet Licence;

(f) the word "includes" is not a word of limitation and does not restrict the interpretation of a word or phrase in this Croquet Licence;

(g) a reference to person includes a reference to:

(i) an individual, a body corporate, a trust, a partnership, a joint venture an, unincorporated body, governmental or agency, or other entity whether or not it is a separate legal entity;

(ii) that person's personal representatives, successors and permitted assigns and transferees and a person, who novates this Croquet Licence;

(h) a reference to time is to Perth, Western Australia time;

(i) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;

(j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Croquet Licence or any part of it;

(k) a reference to A$, $A, dollar or $ is to Australian currency;

(l) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(m) a covenant entered into by more than one person is deemed to be entered into by those persons jointly and each of them severally;

(n) where the context permits, the expression "Licensee" includes the members, office bearers, staff and invitees of the Licensee.

1.3 Inconsistency with Statutory Provisions

In the event of any inconsistency between:

(a) an obligation, right or power of either the Licensee or the Licensor under this Croquet Licence; and

(b) an obligation, right or power of the Town under the Local Government Laws,

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

1.4 No Fettering

Nothing in or arising out of this Croquet Licence in any way:

(a) diminishes the Town's rights and powers; or

(b) fetters any discretion that the Town has,

under the Local Government Laws.

2. Condition Precedent

This Croquet Licence is subject to and condition on:

(a) The Town obtaining the approval of the Minister to this Croquet Licence pursuant to section 18 of the LAA on or before the Commencement Date;

(b) The Town (as lessor) and the Licensor (as lessee) entering into the EFCP Lease; and

(c) The Town (as headlessor), the Licensor (as sublessor) and the Licensee (as sublessee) entering into the Croquet Sublease.

3. Grant and Term

3.1 Grant

(a) The Town grants to the Licensee from the Commencement Date a licence to use the Croquet Licence Area for the Permitted Use subject to the Licensee paying the Licence Fee at the times and in the manner provided below and on the terms and conditions of this Croquet Licence.

(b) The licence conferred by this Croquet Licence is non-exclusive in relation to the Croquet Licence Area, subject to the Licensee having priority access and usage rights in accordance with the Croquet Courts Priority Usage Table.

(c) The rights granted to the Licensee are contractual only and nothing in this Croquet Licence grants the Licensee an interest in the land comprising the Croquet Licence Area.

3.2 Term and Commencement Date

This Croquet Licence is for the Term and commences on the Commencement Date.

4. Licence Fee

4.1 Licence Fee

The Licensee must, if demanded in writing by the Licensor, pay the Licence Fee to the Licensor during the Term and otherwise so long as the Licensee remains entitled to use the Croquet Licence Area.

4.2 Payment of Licence Fee

The Licence Fee is payable annually in advance, with the first payment to be made on the Commencement Date (if demanded in writing by the Licensor) and subsequent payments to be made on the anniversary of the Commencement Date in each Licence Year.

5. Other Payments

5.1 No payment by Licensee for Services

The Licensee will pay no charges and meter rentals for Services consumed on or for the Croquet Licence Area or any electricity consumed by any air conditioning plant used for the Croquet Licence Area.

5.2 Insurance

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

5.3 Legal costs

Each Party will bear their own costs in relation to the preparation, negotiation, amendment, variation and execution of this Croquet Licence.

5.4 GST Liability

(a) The expressions "GST", "input tax credits", "tax invoice" "tax period", and "taxable supply" have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* ("the GST Act").

(b) The Parties acknowledge that GST is payable in respect of each taxable supply made under this Croquet Licence.

(c) The Licence Fee and all other amounts payable by the Licensee to or on behalf of the Town under any provision of this Croquet Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) are expressed in amounts that do not include the GST payable.

(d) In respect of a taxable supply made under this Croquet Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) the Licensee must, in lieu of and in substitution for any amount(s) otherwise required to be paid under this Croquet Licence ("Licensee Payment(s)"), pay an amount or amounts equal to those Licensee Payment(s) increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act.

(e) The Town must issue valid tax invoices to the Licensee for taxable supplies under this Croquet Licence.

6. Food and Beverage Payment

(a) The Licensor must pay the EFCC F&B Payment to the Licensee in accordance with this clause 6.

(b) Other than the Preliminary Period and subject to clause 6(h), the EFCC F&B Payment is payable to the Licensee in arrears within 20 Business Days of the end of each Quarter.

(c) The Licensor must not pay the EFCC F&B Payment to the Licensee during the Preliminary Period unless directed in writing to do so by the Town (acting in the Town's sole and absolute discretion).

(d) If the Licensee is directed by the Town to pay the EFCC F&B Payment to the Licensee during the Preliminary Period, the Licensor must pay the EFCC F&B Payment to the Licensee within 20 Business Days of the later of:

(i) the end of the Quarter in which the EFCC F&B Payment relates to; and

(ii) the date on which the Town gives the written direction to the Licensor for the EFCC F&B Payment under clause 6(c).

(e) The Licensor acknowledges and agrees that:

(i) the Licensor and the Town (acting reasonably) will by agreement determine the allocation of costs to the Food and Beverage Facilities for each Quarter;

(ii) the Licensor must give notice to the Licensee of the cost allocation determination for the Quarter within 5 Business Days of the date of such agreed determination between the Licensor and Town; and

(iii) the Licensor is not required to give notice to the Licensee of the cost allocation determination for any subsequent Quarter unless there has been a change in the applicable allocation of costs as compared to the previous Quarter.

(f) Within 20 Business Days of the end of each Quarter, the Licensor must provide the Licensee with an itemised summary of:

(i) all revenue generated by the Food and Beverage Facilities for the Quarter just completed;

(ii) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed (having regard to the applicable allocation of costs determined by the Licensor and Town under clause 6(e)(i));

(iii) all revenue generated by the food and Beverage Facilities for the Quarter just completed from EFCC Events in the same period;

(iv) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed for the EFCC Events only in the same period (having regard to the applicable allocation of costs determined by the Licensor and the Town under clause 6(e)(i);

(v) all revenue generated by the Food and Beverage Facilities for the Quarter just completed from purchases made by EFCC Club Members in the same period;

(vi) all expenditure attributable to the Food and Beverage Facilities for the Quarter just completed for purchases made by EFCC Club Members in the same period (having regard to the applicable allocation of costs determined by the Licensor and the Town under clause 6(e)(i)); and

(vii) all revenue generated by the Food and Beverage Facilities for the Quarter just completed from purchases made by EFCC Club Members in the same period.

(g) The Licensee acknowledges and agrees that at any time during the Term, the Town may:

(i) in the Town's absolute discretion, by notice to the Licensor, direct the Licensor to cease paying the EFCC F&B Payment;

(ii) review and amend (in consultation with the Licensor) the method and formula for calculating the EFCC F&B Payment; and

(iii) in the Town's absolute discretion, by notice to the Licensor, impose a cap on the amount of the EFCC F&B Payment (being either a cap on a dollar amount or a cap expressed in percentage terms).

(h) The Licensee acknowledges and agrees that the Licensor will not pay the EFCC F&B Payment to the Licensee for the Quarter just completed, unless the Food and Beverage Facilities for EFCC Events and in respect of revenue from purchases made by EFCC Club Members have generated an F&B Operating Surplus for that same period.

7. Function Room

7.1 Use of Function Room by Licensee

(a) The Licensee and its Permitted Persons will have priority access (over members of the general public) to use the Function Room on EFCC Events for the Permitted Use during the Hours of Use.

(b) The Licensee acknowledges and agrees that EFFC and its Permitted Persons and EFBC and its Permitted Persons have priority access to the Function Room over the rights of access of the Licensee under clause 7.1(a).

(c) The Licensee may continue to use the Function Room for the Extended Hours of Use if the Licensee or a Permitted Person is using the Function Room on a EFCC Event but only for the purpose of cleaning and clearing the Function Room.

(d) The Licensee acknowledges and agrees that community access to and use of the Function Room (including community and individual hire) may be scheduled at the discretion of the Licensor on days and times that are not EFCC Events.

(e) The Licensee must not do or permit to be done anything in the Function Room which may be a nuisance or annoyance to the Licensor or to any of the Licensor's other licensees and subtenants or to the tenants or occupiers of the Surrounding Area or other property in the vicinity of the Land, and the Licensee agrees that:

(i) use of amplified noise in the Function Room is prohibited (other than with the prior approval of the Licensor); and

(ii) any noise from the operation (including any generator noise) must comply with the assigned noise levels specified in the *Environmental Protection (Noise) Regulations* 1997 (WA).

(f) In using the Function Room, the Licensee must obey and cause each Permitted Person to:

(i) comply with all signs and directions posted in the Building by the Licensor or the Manager; and

(ii) comply with all other reasonable directions, orders or requests of the Licensor or the Manager.

7.2 Scheduling EFCC Events

(a) For the first calendar year of the Term, the EFBC Events will be those as set out in Schedule 3.

(b) For all calendar years other than the first calendar year, the EFCC Events will be set annually in advance for each calendar year during the Allocation Period in accordance with the procedure set out in this clause 7.2.

(c) During the Allocation Period, the Licensor, the Licensee, EFFC and EFCC will in good faith discuss and endeavour to reach agreement on:

(i) the priority allocation of the Function Room as between the Licensee, EFFC and EFBC for the forthcoming calendar year; and

(ii) the EFBC Events, the EFFC Special Events and the EFCC Events for the forthcoming calendar year.

(d) In discussing and endeavouring to reach agreement on the matters in clause 7.2(c), the Licensor, Licensee, EFFC and EFCC must have regard to:

(i) the Precinct Partners Priority Usage Policy;

(ii) the fixturing of the WAFL men and women seasons;

(iii) the fixturing of the pennant bowls season;

(iv) the fixturing of the croquet season;

(v) training activities and programs;

(vi) the historical scheduling of club events and fundraising activities; and

(vii) clause 7.1(b).

(e) If the Licensor, Licensee, EFFC and EFCC are unable to reach agreement within the Allocation Period on the matters set out in clause 7.2(c), the Licensor (in consultation with the Town) will determine the EFBC Events, the EFFC Special Events and the EFCC Events for the forthcoming calendar year.

7.3 Licensor's obligations in relation to Function Room

(a) On EFCC Events, the Licensor is responsible for:

(i) table arrangement and room set up in the Function Room;

(ii) catering;

(iii) food service;

(iv) bar service;

(v) cleaning and clearing the Function Room; and

(vi) any other activities required to prepare for and operate the Function Room on an EFCC Event.

(b) The Licensee must give the Licensor not less than 72 hours' notice prior to the EFCC Event of the Licensee's requirements for its use of the Function Room including:

(i) the number of guests;

(ii) the number of tables;

(iii) the room layout including the requirement for any stage setup;

(iv) any requirements for audio-visual equipment;

(v) banners, signage or decorations (which must be supplied by the Licensee and provided to the Licensor no later than 48 hours prior to the EFCC Event).

(c) The Licensee must pay to the Licensor, on demand, all costs incurred by Licensor (on a cost recovery basis only and without any mark-up) in performing its obligations under clause 7.3(a).

8. Croquet Licence Area

8.1 Licensee's use of the Croquet Courts

The Licensee and Licensor acknowledge and agree that:

(a) the Croquet Courts are designated for the priority use of the Licensee in accordance with the Croquet Courts Priority Usage Table;

(b) the Licensor and Licensee must comply with the usage arrangements set out in the Croquet Courts Priority Usage Table; and

8.2 Community Use of the Croquet Courts

The Licensee and Licensor acknowledge and agree that:

(a) subject to this clause 8.2, the rights of individuals and groups from the general public to use the Croquet Courts for Community Use outside of the Licensee's priority usage arrangements set out in the Croquet Courts Priority Usage Table, will be determined by the Licensor (in consultation with the Town) from time to time;

(b) the Licensor will be responsible for administering a booking system so that individuals and groups can book the Croquet Courts for Community Use (for those times and days outside of the Licensee's priority usage arrangements set out in the Greens Priority Usage Table);

(c) any Community Use of the Croquet Courts by individuals and groups approved by the Licensor (in consultation with the Town) will be subject to and on the terms of a standard user agreement as determined by the Licensor from time to time;

(d) the Licensor is responsible for (and for the costs of) the placement, erection and maintenance of all (if any) safety and warning signs, temporary fencing and the implementation of other safety measures which are required due to, or relate to the use of the Croquet Courts for Community Use; and

(e) the Licensor must rectify any damage to the Croquet Courts caused by any Community Use.

8.3 Licensor's obligations

The Licensor must exclude and restrain from being on the Croquet Courts any member of the general public who:

(a) uses the Croquet Courts or attempts to use the Croquet Courts while the Licensee is using the Croquet Courts under the Licensee's priority usage arrangements set out in the Croquet Courts Priority Usage Table;

(b) uses the Croquet Courts for unlawful purposes;

(c) uses the Croquet Courts in any way which poses a risk to human health or safety or the environment;

(d) uses the Croquet Courts in any noisy, noxious or offensive manner or for any illegal purpose;

(e) fails to comply with any present or future Laws or Requirements relating to the Croquet Courts or its use or occupation;

(f) causes damage to the Croquet Courts which is not fair wear and tear consistent with use by the general public; or

(g) does anything which in the reasonable opinion of the Licensee may become a nuisance, disturbance or annoyance to the Licensee, a Permitted Person or other members of the general public.

9. Licensee's Obligations

9.1 No alterations to the Croquet Licence Area

The Licensee must not:

(a) erect or build or permit or cause to be erected or built on the Croquet Licence Area any permanent structures or improvements or other thing that is a fixture; or

(b) interfere with, alter or make any connection to the EFCP Services, the Licensor's Property and the Licensee's Property.

9.2 Comply with Laws and requirements

(a) The Licensee must use the Croquet Licence Area only for lawful purposes.

(b) The Licensee must punctually comply with and observe at the Licensee's expense all present and future Laws, Local Government Laws and Requirements which relate to the Croquet Licence Area.

9.3 Signage within the Croquet Licence Area

(a) Subject to clause 9.3(c), the Licensee must not display from or affix any signs, notices or advertisements on or within the Croquet Licence Area without the prior written consent of the Licensor.

(b) Subject to clause 9.3(c), the Licensor may grant or withhold its consent under clause 9.3(a) in the Licensor's absolute discretion.

(c) The Licensor must not withhold its consent to the Licensee's display of temporary sponsorship signs on or within the perimeter fencing of the Croquet Licence Area provided that:

(i) such signs comply with the requirements of clause 9.3(e); and

(ii) such signs will only be displayed for the duration of any tournaments or competitive competitions.

(d) If clause 9.3(c) applies:

(i) the Licensee must supply the temporary sponsorship signage to the Licensor on or before the day of the croquet tournament or competition;

(ii) the Licensor must install or display the Licensee's temporary sponsorship signage within the perimeter of the Croquet Licence Area in those locations as directed by the Licensee (acting reasonably); and

the Licensor will remove the Licensee's temporary sponsorship signs from the Croquet Licence Area and return those signs to the Licensee following the conclusion of the croquet tournament or croquet competition.

(e) The Licensee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or any sponsorship arrangements involving or relating to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements and any other goods, services or activities that in the reasonable opinion of the Licensor are considered illegal, immoral, anti-social or offensive to the public.

9.4 No noxious or illegal uses

(a) The Licensee must not do or permit to be done on the Croquet Licence Area anything which in the reasonable opinion of the Licensor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage, whether to the Licensor, the Town or the other occupiers, tenants, subtenants, licensees or users of the Surrounding Area, the EFCP or any other land in the vicinity of the Croquet Licence Area.

(b) This clause 9.4 does not prohibit croquet matches and tournaments, training activities or EFCC Events which generate a normal amount of vehicular or pedestrian traffic congestion in and around the EFCP, or normal levels of amplified sound or crowd noise when compared with other comparably sized croquet venues.

9.5 Restrictions in use of Croquet Licence Area by Licensee

(a) The Licensee must not:

(i) smoke tobacco or any other substance or use e-cigarettes, vaporisers or other electronic smoking implements, and the Licensee must ensure that no Permitted Person:

(A) smokes tobacco or any other substance; or

(B) uses e-cigarettes, vaporisers and any other electronic smoking implements,

in any part of the Croquet Licence Area or the Building 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 Croquet Licence Area;

(iii) use or permit to be used any of the Licensor's Property, the Town's Property or the EFCP Services other than for their designed purposes;

(iv) sell any of the Town's Property or the Licensor's Property;

(v) grant or allow to arise any Security Interest in the Town's Property or the Licensor's Property;

(vi) install anything in or on the Croquet Licence Area that overloads any of the EFCP Services or other cables, switchboards, circuits or sub-boards through which electricity is conveyed to or through the Croquet Licence Area;

(vii) do or permit anything to be done on the Croquet Licence Area which in the reasonable opinion of the Licensor will result in noise or behaviour that will have an adverse impact on the amenity of nearby residents;

(viii) sleep at the Croquet Licence Area;

(ix) burn any rubbish or waste at the Croquet Licence Area;

(x) bring onto or keep on the Croquet Licence Area anything of a flammable, dangerous or hazardous nature;

(xi) bring on or keep any animal or bird to or on the Croquet Licence Area; or

(xii) permit another person to do any of these things.

(b) This clause 9.5(a) does not prohibit activities within the Croquet Licence Area which are Permitted Uses.

9.6 Use of Sanitary appliances

The Licensee must not use or permit to be used the lavatories, grease traps and other sanitary appliances installed in the Croquet Licence Area or the Building for any purpose other than that for which they were constructed and not throw or cause or allow to be thrown or disposed in such appliances any sweepings, rubbish, rags, ashes, tea leaves or other substances therein.

9.7 No overloading of electrical circuits

The Licensee must not, without the prior written consent of the Licensor, install any electrical equipment in the Croquet Licence Area that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Croquet Licence Area.

9.8 Use of Croquet Licence Area

The Licensee must only use the Croquet Licence Area for the Permitted Use and for no other use or purpose.

9.9 NABERS Rating & Energy Efficiency

(a) The Licensee acknowledges and agrees that the Licensor is required to operate the Building and the Croquet Licence Area in a manner which improves the energy efficiency and water efficiency of the Building and the Croquet Licence Area.

(b) The Licensee must:

(i) use and cause each Permitted Person to use all Services consumed on or for the Croquet Licence Area efficiently and in a manner that minimises waste;

(ii) comply with and cause each Permitted Person to comply with all reasonable requests made by the Licensor in relation to the energy and water efficiency of the Croquet Licence Area;

(iii) use its reasonable endeavours to assist the Licensor in its initiatives to reduce energy and water consumption and waste by using the Services, and the Croquet Licence Area in an efficient manner;

(iv) use the Croquet Licence Area in a manner which complies with the sustainability criteria for the Croquet Licence Area as specified by the Licensor from time to time;

(v) not do or omit to do anything which has, or may have a detrimental effect on the energy efficiency or water efficiency of the Croquet Licence Area or permit another person from doing so; and

(vi) must not make any Claims as a result of the Licensor carrying out any works required to be conducted to maintain the general energy efficiency of the Croquet Licence Area, even if the works affect the Licensee's use or enjoyment of the Croquet Licence Area.

9.10 Security threats

The Licensee must:

(a) promptly notify the Licensor or the Manager if the Licensee or a Permitted Person receives any threat or demand which relates to the Croquet Licence Area, or to the safety of any person or property within the Croquet Licence Area;

(b) be familiar with and comply with, and ensure each Permitted Person is familiar with and complies with the Licensor's emergency evacuation procedures (if any), including any requirement for people at the Croquet Licence Area to participate in emergency evacuation procedures and drills;

(c) obey and cause each Permitted Person to obey any reasonable direction given by the Licensor or the Manager relating to the control of people within the Croquet Licence Area and the evacuation or closure of any part of the Croquet

Licence Area, following the giving to any person of a threat or demand of the kind referred to in this clause, or in the event of any fire earthquake or other emergency and for practice exercises of any emergency; and

(d) if any civil defence, fire or evacuation drill is conducted in the Croquet Licence Area at any time, co-operate fully in the planning and control of and participation in them and to supply the Licensor with the names of the people responsible for carrying out all duties of civil defence planner and fire officer or warden in relation to the Croquet Licence Area and the person responsible on each floor level as applicable.

9.11 Environmental Obligations

The Licensee:

(a) must not cause or permit the release from or onto the Croquet Licence Area any pollutant, Contamination or Hazardous Material;

(b) must comply, permit the Licensor to itself comply and ensure that all the Permitted Persons comply with all Environmental Laws which are applicable to the Croquet Licence Area, the Licensee or to the Licensee's use of the Croquet Licence Area;

(c) must give notice to the Licensor on each occasion when the Licensee becomes aware that a breach of an Environmental Law has occurred in respect of the Croquet Licence Area;

(d) must notify the Licensor immediately if the Licensee becomes aware of an event, occurrence or condition which obliges the Licensee to notify an Authority that harm to the environment or any life form has or may have occurred;

(e) must, at the Licensee's cost, decontaminate by appropriate treatment, removal or otherwise any pollution, Contamination or Hazardous Materials introduced, caused or permitted to occur by the Licensee or the Permitted Persons and in accordance with the requirement of any relevant Authority carry out all investigative, remedial or decontamination action to the Croquet Licence Area and any land adjacent to the Croquet Licence Area as required by any Environmental Law and to the satisfaction of all relevant Authorities;

(f) if requested by the Licensor, comply with the Licensor's environmental management system or environmental management plan for the Croquet Licence Area;

(g) provide to the Licensor on demand a report on:

(i) the effect of any Environmental Law to the Croquet Licence Area;

(ii) any conduct or activity on the Croquet Licence Area; and

(iii) the presence of any pollution, Contamination or Hazardous Materials on the Croquet Licence Area,

within a reasonable time after receipt by the Licensee of that request; and

(h) indemnifies the Licensor, the Town and the Minister for Lands in respect of all loss, cost, damage, expense and liability suffered by the Licensor, the Townr or Minister for Lands (as applicable) in relation to a breach by the Licensee of this clause 9.11.

10. Repair and maintenance of the Croquet Licence Area

10.1 Licensee's repair and maintenance obligations

(a) The Licensee must at the Licensee's own expense repair, maintain and keep the Licensee's fixtures, fittings, equipment and furnishings (if any) installed within the Croquet Licence Area:

(i) in good and substantial repair, order and condition;

(ii) so that they remain in at least the same condition as at the Commencement Date.

(b) The obligations of the Licensee under clause 10.1(a) do not extend to repairs due to fair wear and tear consistent with normal use.

(c) Subject to clause 10.1(d), the Licensee has no obligation to repair, maintain and keep the Croquet Licence Area in good and substantial repair, order and condition.

(d) The Licensee must, at the Licensee's own expense, repair any damage or disrepair to the Croquet Licence Area, its surroundings and any other part of the EFCP caused by any deliberate or wilful act or omission of the Licensee or any Permitted Person.

10.2 Cleaning

The Licensee must:

(a) not allow any rubbish, trade waste, cartons, boxes, containers, sporting equipment, bowls or accumulation of useless property within the Croquet Licence Area or the Surrounding Area except in areas designated for that purpose by the Licensor; and

(b) dispose of and store, and ensure all Permitted Persons dispose of any store all general waste and all recyclable materials within the waste collection points and the recyclable materials collection points in the Croquet Licence Area from time to time designated for that purpose by the Licensor.

10.3 Repair and Maintenance of Croquet Courts

(a) The Licensor must prepare, repair and maintain the Croquet Courts to a high standard and in any event to ensure that there is no disruption to scheduled matches and tournaments and any training activities of the Licensee.

(b) The Licensor's obligations under clause 10.3(a) extends to:

(i) maintenance, inspecting, testing and treatment of the Croquet Courts;

(ii) regular mowing with a cylinder mower (up to three times a week in a growing season), at a height of 3 mm to 5 mm;

(iii) ensuring the Croquet Courts remain adequately drained;

(iv) all soil and root treatments and irrigation activities required to maintain healthy root zone layers and healthy turf growth;

(v) all turf repair, turf replacement, turf enhancement, turf inspections, turf testing and turf treatment activities;

(vi) keeping all areas on the Croquet Courts free from pests, disease and weed infestation;

(vii) preparing the Croquet Courts for matches and permitted training, in conjunction with the Licensee, including:

(A) mowing the turf of the Croquet Courts and ensuring that the grass is kept at uniform length; and

(B) marking the Croquet Courts for play;

(viii) the repair and replacement of any surface reticulation and irrigation equipment; and

(ix) the repair and replacement of any external lighting.

(c) The Licensee will be responsible for setting up and removing all sporting equipment on the Croquet Courts for training activities, matches and tournaments including hoops, gates, pegs, mallets, balls and moveable barriers.

11. Indemnity and Insurance Provisions

11.1 Licensee's Indemnity

(a) Except to the extent caused by any act, neglect, default or omission of the Town and/or the Licensor, or the employees, agents and contractors of the Town or Licensor (as applicable), the Licensee indemnifies the Licensor, the Town and the Minister against all Claims, including legal and investigative costs and expenses, which the Licensor, the Town or the Minister may incur or become liable for in connection with the loss of life, or personal injury, or damage to any property (wheresoever occurring) arising out of any occurrence at the Croquet Licence Area or the use by the Licensee of the Croquet Licence Area to the extent occasioned by any act, neglect, default or omission by the Licensee or by its Permitted Persons or by any other person on the Croquet Licence Area.

(b) To the extent permitted by Law, the Licensee indemnifies the Licensor, the Town and the Minister from and against all Claims, including legal and investigative costs and expenses, relating to:

(i) injury to, illness of, or death of, any person;

(ii) loss (including loss of use), injury, damage or destruction to any property or the Land;

(iii) any inquiry, investigation, notice, direction, order, proceeding or prosecution instituted under or in relation to the WHS Legislation or the *Coroners Act* 1996 (WA);

(iv) any Contamination, pollution or Environmental Harm;

(v) any remediation required to be carried out by the Licensee under this Croquet Licence in respect of the Land or the Surrounding Area or otherwise having to comply with any Environmental Notice or any other notice received from an Authority; and

(vi) any other act, neglect, default or omission by the Licensee or any Permitted Persons,

directly or indirectly caused by, arising out of, or in connection with the Licensee's or any Permitted Person's use of or access to the Croquet Licence Area or the Surrounding Area.

(c) The obligations of the Licensee under clauses 11.1(a) or 11.1(b) continue after expiration or earlier determination of this Croquet Licence.

11.2 Insurance

(a) The Licensee must, before the Commencement Date, take out and at all times keep in force with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy, 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 Licensor may reasonably require.

(b) The Licensee must prior to the Commencement Date take out and at all times keep in force on a "losses occurring basis" with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy:

(i) a policy of insurance to cover the Licensee's Property against loss or damage due to 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 Town a Licensee may and does ordinarily insure in the full replacement value;

(ii) a policy of employer's indemnity insurance;

(iii) a policy of volunteer personal accident insurance; and

(iv) any other insurances required by Law, or which are from time to time specified in writing to the Licensee as being, in the Licensor's reasonable opinion, policies of insurance with a prudent licensee should take out.

11.3 Licensor's Rights

If the Licensee does not take out and keep in force any policy of insurance in accordance with clauses 11.2(a) and 11.2(b), the Licensee:

(a) irrevocably appoints the Licensor and its attorney to do all things and sign all documents necessary to give effect to this clause, at the Licensee's cost; and

(b) assigns to the Licensor all its rights and benefits under the policy of insurance, including the right to any money received by the Licensee, to secure the Licensee's Obligations under clause 11.2.

11.4 Produce Policies and Receipts for Premiums

The Licensee must, before the Commencement Date, produce to the Licensor and the Town 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 Licensee under this Croquet Licence 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.

11.5 Increase in Insurance Premiums

(a) The Licensee and its Permitted Persons must not bring onto or keep in the Croquet Licence Area anything of a flammable, dangerous or hazardous nature and not without the prior written consent of the Licensor bring onto and keep anything or do any act in the Croquet Licence Area which may increase the rate of the Insurance Premiums.

(b) If the Licensee 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 Licensor and/or the Town, then without limiting any other right of the Licensor or the Town, the Licensee will be responsible for, and must pay and discharge on demand, any damage or loss which the Licensor suffers as a result.

11.6 Insurance

The Licensee 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 the Licensee under this Croquet Licence.

12. Additional Covenants by Licensee

12.1 No encumbrances

The Licensee must not mortgage, charge or encumber the Licensee's interest in this Croquet Licence or any of its fixtures, fittings or improvements in the Croquet Licence Area or agree so to do without the prior consent in writing of the Town.

12.2 No interest in land

The Licensee acknowledges and agrees that nothing in this Croquet Licence grants the Licensee an interest in land and the Licensee must not lodge any caveat at Landgate to protect its interests under this Croquet Licence.

12.3 Pass on notices

The Licensee must immediately give notice in writing to the Town of any notice received by the Licensee from any Authority relating to the Croquet Licence Area.

12.4 Management Committee for EFCP

The Licensee, Licensor and Town acknowledge and agree that:

(a) the Town may delegate all or any of its rights and decision making powers in relation to the operation and management of the EFCP to a committee established under section 5.9(2)(c) of the LGA (**Committee**);

(b) if the Town makes a delegation in accordance with clause 12.4(a) and that delegation includes a requirement that the composition of that Committee must include a representative from each of the Precinct Partners, then:

(i) each Precinct Partner must have no more than one representative on that Committee at any time;

(ii) the Town may have at least two representatives on the Committee (being either employees or elected members of the Town);

(iii) there may be up to two local residents (as representatives of the local community) on the Committee; and

(iv) the Licensee must:

(A) cause an office-bearer or employee of the Licensee to be appointed as a representative of the Committee (**EFCC Representative**); and

(B) give notice in writing to the Town and the Licensor of the name of the person appointed as EFCC Representative within 5 Business Days of the Licensee receiving notice of the Town's delegation; and

(c) if clause 12.4(b) applies, the Licensee may remove and replace the EFCC Representative appointed by it at any time during the term of the delegation, provided that it must always ensure that there is no vacancy in the position of the EFCC Representative on the Committee during the term of the delegation.

13. Town's Covenants and Reservations

13.1 No Liability

(a) The Town shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Croquet Licence Area or entering or leaving the Croquet Licence Area or the Surrounding Area.

(b) The Town shall not in any way be responsible for any loss or damage resulting from any theft of any item while on the Croquet Licence Area.

(c) The Town shall not in any way be responsible for any injuries which any person may at any time sustain while in and about or on the Croquet Licence Area, howsoever occurring.

13.2 Town's Insurance

(a) The Town may take out and maintain in respect of the Croquet Licence Area insurance policies relating to those Insurable Risks determined necessary by the Town.

(b) For the avoidance of doubt, the Town has no obligation to take out any policy of insurance in relation to the Croquet Licence Area.

13.3 Town's agreements and rights

The Town can grant leases or other licences of other parts of the Land or the Surrounding Area for any use, and the grant of any lease or licence may be made without any compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

14. Termination

14.1 Removal of Property on Termination

The Licensee must on the expiry or sooner determination of this Croquet Licence:

(a) remove from the Croquet Licence Area all of the Licensee's Property to the Licensor's absolute satisfaction; and

(b) subject to clause 14.2, make good any damage to the Croquet Licence Area caused by the removal of the Licensee's Property, to the satisfaction of the Licensor.

14.2 No Make Good to Croquet Licence Area

Other than the Licensee's obligations under clauses 9.11, 10.1(d) and 14.1, the Licensor acknowledges and agrees that the Licensee is not required to:

(a) make good any damage to the Croquet Licence Area; or

(b) reinstate the Croquet Licence Area to the state and condition in which it was as at the Commencement Date.

15. Sale of Alcohol and Gambling

15.1 Sale of Alcohol

(a) The Licensee must not sell or supply alcohol from the Croquet Licence Area or allow alcohol to be sold or supplied from the Croquet Licence Area except:

(i) by the Licensor from the Food and Beverage Facilities in accordance with the licence or permit granted to the Licensor under the *Liquor Control Act* 1988; and

(ii) in accordance with the provisions of the *Liquor Control Act* 1988, *Liquor Control Regulations* 1989, *Liquor Licensing Regulations* 1989, *Food Act* 2008, *Food Regulations* 2009 and any other relevant written law that may be in force from time to time.

(b) The Licensee acknowledges and agrees that it must comply and must ensure that its Permitted Persons comply with the requirements and conditions attaching to the licence or permit granted under the *Liquor Control Act* 1988 in favour of the Licensor in respect of the Food and Beverage Facilities.

15.2 Gambling Prohibited

The Licensee must not allow any gambling (as that term is defined by the *Gaming and Wagering Commission Act* 1987) to occur at the Croquet Licence Area without the Licensor's written consent (which may be withheld at the Licensor's entire discretion).

16. Default Provisions

16.1 Default provisions

If:

(a) Any payment payable under this Croquet Licence remains unpaid after becoming due, and this default continues after the expiration of 14 days after the Licensor has given the Licensee a written notice requiring the Licensee to remedy this default;

(b) there is a breach or non-observance of any of the other Licensee's Obligations and the breach or non-performance continues after the expiration of twenty eight (28) days' written notice to the Licensee to remedy the breach;

(c) there is a breach or non-observance of any of the Licensee's obligations as sublessee under the Croquet Sublease and the breach or non-performance continues after the expiration of 28 days after the Licensor (as sublessor) has given the Licensee (as sublessee) a written notice requiring the Licensee (as sublessee) to remedy the breach;

(d) if the Croquet Licence Area is abandoned, deserted or vacated (other than for the purposes of normal vacation periods) or the Licensee is dispossessed of the Croquet Licence Area by process of Law;

(e) any Insolvency Event occurs in respect of the Licensee;

and in any such case, subject to the Town providing its prior written consent to such termination (which consent may be granted or withheld at the Town's sole and absolute discretion), the Licensor may immediately terminate this Croquet Licence by giving notice to the Licensee and the Term will then cease and determine but without prejudice to any other remedy or right of action of the Licensor in respect of any breach of the Licensee's Obligations.

16.2 Town's right to remedy

The Licensor may remedy any Event of Default by the Licensee under this Croquet Licence including the payment of any moneys payable by the Licensee pursuant to the provisions of this Croquet Licence and whenever the Licensor so elects all debts, costs

and expenses incurred by the Licensor including legal costs and expenses in remedying an Event of Default, must be paid by the Licensee to the Licensor on demand.

16.3 Damage for breach of essential term

(a) The covenants by the Licensee:

(i) to pay the costs incurred by the Licensor (clause 7.3(c)) at the times and in the manner provided in this Croquet Licence;

(ii) to not make alterations to the Croquet Licence Area or interfere with or alter any EFCP Services (clause 9.1);

(iii) to only use the Croquet Licence Area for lawful purposes and to comply with all Laws and Requirements (clause 9.2);

(iv) to not cause any general nuisance to other users of the Land (clause 9.4);

(v) to not use the Croquet Licence Area in contravention of the restrictions imposed in clause 9.5;

(vi) to not cause or permit the release of any pollutant, Contamination or Hazardous Material on from or onto the Croquet Licence Area (clause 9.11);

(vii) to repair any damage or disrepair to the Croquet Licence Area caused by any deliberate or wilful act or omission of the Licensee (clause 10.1(d));

(viii) to take out and maintain a policy of public liability insurance of not less than the Insured Amount (clause 11.2);

(ix) to not do anything that and invalidates or avoids a policy insurance taken by the Licensor or Town (clause 11.5);

(x) to comply with the requirements of any licence or permit granted under the *Liquor Control Act* 1988 (clause 15.1),

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

(b) The presence of paragraph (a) in this Croquet Licence does not mean that there are no other essential terms of this Croquet Licence.

16.4 Termination of Croquet Sublease

This Croquet Licence will terminate automatically on termination of the Croquet Sublease.

17. Notices

17.1 Delivery

(a) Subject to a written document which expressly states that the Parties may communicate in a different way, the Parties must communicate by written notice.

(b) A Party must send a notice to the other Party at the address listed:

Party	Address	Attention	Email
Town	135 Canning Highway, East Fremantle WA 6158	The Chief Executive Officer	admin@eastfremantle.wa.gov.au
Licensor	20 Longstaff Road, Bayswater, Victoria 3153	Deb Graham	Deb.Graham@belgravialeisure.com.au
Licensee	[INSERT DETAILS]	[INSERT DETAILS]	[INSERT DETAILS]

(c) A Party may vary its address by sending a written notice to the other Party.

(d) A Party must use the new address from the time that it receives the notice.

(e) To deliver a notice, a Party must hand deliver, post, or email it to the other Party's address.

17.2 Effect and delivery

(a) A notice takes effect at the time stated in the notice.

(b) If no time is stated then a notice sent by post is deemed to be received:

(i) three days after posting if within Australia; and

(ii) seven days after posting if posted to or from a place outside Australia;

(c) If no time is stated, a notice sent by email is deemed to be received:

(i) at 5.00pm on the Business Day that the notice is sent; or

(ii) if sent after 5.00pm, then on the next Business Day.

18. Dispute Resolution

18.1 Dispute

(a) If a Dispute arises between the Licensee and the Licensor then either Party may give the other Party a Dispute Notice and the Parties are required to discuss the Dispute in good faith and explore the resolution of this Dispute.

(b) If for any reason the Parties have not resolved the Dispute within ten (10) Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause.

(c) Following service of a Dispute Notice and failure to agree the resolution of the Dispute within ten (10) Business Days after the Dispute Notice was given, the Parties are to agree the person to be the Mediator within 15 Business Days after the Dispute Notice was given and jointly appoint that person to mediate the Dispute.

(d) If the Parties cannot reach agreement on the person to be appointed as Mediator within 15 Business Days after the relevant Dispute Notice was given, then:

(i) a Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the Mediator; and

(ii) the Parties must jointly appoint the person nominated under clause 18.1(d)(i).

(e) If the person nominated or appointed is unavailable or unwilling to act and the Parties are unable to agree to appoint another Mediator within 5 Business Days, then clause 18.1(d) applies.

(f) The mediation will be conducted in accordance with the Law Society of Western Australia Model Mediation Rules.

(g) The Model Mediation Rules are deemed to be incorporated into this clause 18.

(h) The Parties will share equally and will be jointly and severally liable to the Mediator for the Mediator's fees for the mediation, unless otherwise agreed.

18.2 Dispute not resolved through Mediation

(a) If the Dispute cannot be resolved through mediation in a manner that is satisfactory to both Parties within 60 Business Days after the relevant Dispute Notice was given, then:

(i) the Dispute must be referred to the CEO for determination in accordance with this subclause 18.2(a); and

(ii) the CEO may either:

(A) make a final determination for the resolution of the Dispute, but only after:

i. giving each Party an opportunity to make written submissions to the CEO;

ii. giving due consideration to any submissions received; and

iii. setting out the reasons for his or her decision in writing; or

(B) appoint an Expert to determine the Dispute for determination in accordance with clause 18.3.

(b) The determination of the CEO in clause 18.2(a)(ii)(A) will be final and binding on the Parties so far as the Law allows except in the case of manifest error (of law or fact) or where a Party has been denied natural justice.

18.3 Expert Determination

(a) The CEO (acting reasonably) will decide:

(i) which type of "Expert" is to be appointed to determine the Dispute; and

(ii) the person to be nominated as that Expert to determine the Dispute.

(b) The Parties must jointly appoint the person nominated by the CEO under clause 18.3(a) to determine the Dispute.

(c) If the person nominated or appointed is unable or unwilling to act, then clause 18.3(a) will apply.

(d) 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 Parties;

(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 18.

(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 a 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 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 the Deed.

(i) The Expert's determination:

(i) is final and binding on the Parties;

(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 made 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, unless an agreement or a determination is made under clause 18.3(j)(ii) as to who should pay for such remuneration; and

(ii) unless the Parties specifically otherwise agree, the Expert will determine which Party or Parties will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party or Parties was at fault or unreasonable in failing to agree to the Dispute, and each Party will bear those costs accordingly.

(k) Nothing, while in Dispute, will relieve the Parties from any of their obligations under the Deed.

(l) Unless otherwise ordered by the Expert under clause 18.3(j)(ii), the Expert's costs shall be paid by the Parties in equal shares and each Party shall pay its own legal and other costs of the Dispute.

18.4 Urgent interlocutory relief

Nothing in this clause 18 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.

19. Further Term

19.1 Further Term

(a) If the Licensee:

(i) has duly and punctually paid the Licence Fee and all other money payable by the Licensee to the Licensor under this Croquet Licence during the Term; and

(ii) has duly and punctually observed and performed the Licensee's Obligations at all times up to the expiration of the Term,

then, provided the Licensee has first given the Licensor a written notice of exercise of not less than 14 months before the expiration of the Term and the Licensor wishes to take a new lease of the EFCP Premises for the "Further Term" (as that term is defined in the EFCP Lease):

(iii) the Licensor will give the Town a notice to grant the "Further Term" (as that term is defined in the EFCP Lease); and

(iv) if the Town grants the Licensor the "Further Term" (as that term is defined in the EFCP Lease), the Licensor must grant the Licensee, and the Licensee must accept, a licence for the Further Term.

(b) If a licence for the Further Term is granted pursuant to clause 19.1(a), then the new licence will be on and subject to the same terms and conditions as are contained in or implied by this Croquet Licence except for this provision for renewal, unless there is more than one Further Term in which even the number of Further Terms will be reduced by the Further Term then exercised.

19.2 Variation to extend term of EFCP Lease

Subject to clause 19.5, if the Town and the Licensor extend the term of the EFCP Lease beyond the "Term" (as that term is defined in the EFCP Lease), then subject to the prior written consent of the Minister for Lands, the Licensor must extend this Term for the same extended term as the varied EFCP Lease (less one day).

19.3 New licensor

Subject to clause 19.5, if the Town enters into a new lease of the EFCP Premises (**New EFCP Lease**) with a third party (**New Licensor**) and the EFCP Premises includes the Croquet Licence Area, then subject to the prior written consent of the Minister for

Lands, the Town must cause the New Licensor to grant a licence to the Licensee for the same term as the New EFCP Lease (less one day) (**New Croquet Licence**).

19.4 Licence rights where no replacement EFCP Lease entered into

Subject to clause 19.5, if the Town does not enter into a New EFCP Lease in respect of the Croquet Licence Area (with a term to commence immediately after the expiry of the EFCP Lease or New EFCP Lease, as applicable), then subject to the written consent of the Minister for Lands, the Town will grant a new licence in respect of the Croquet Licence Area (**New Croquet Licence**) to the Licensee (as licensee) on the following terms:

(a) the term of the New Croquet Licence will be equal to 20 years less the cumulative term of the Croquet Licence and the term of any New Croquet Licence (where applicable); and

(b) the term of the New Croquet Licence will commence on the date immediately following the expiry of the Croquet Licence or New Croquet Licence (as applicable).

19.5 Cumulative terms of Croquet Licence

The Licensee acknowledges and agrees that the Term, the Further Terms and any extended terms or new terms granted under clauses 19.2, 19.3 and 19.4 must not exceed a total cumulative period of 21 years.

20. Insolvency Event for Licensor

The Licensee and Town acknowledge and agree that:

(a) if an Insolvency Event occurs in relation to the Licensor; or

(b) the EFCP Lease is otherwise terminated,

the Town may by written notice to the Licensee make this Croquet Licence a licence of the Croquet Licence Area between the Town as licensor and the Licensee as licensee on the same terms as this Croquet Licence.

21. General

21.1 Governing law and jurisdiction

The law of Western Australia governs this Croquet Licence.

21.2 Severance

(a) If a provision of this Croquet Licence is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Croquet Licence.

(b) The remaining provisions of this Croquet Licence remain in full force and effect.

21.3 No waiver

(a) A Party granting a waiver of a right under this Croquet Licence must give written notice of that waiver, to the Party, which benefits from the waiver.

(b) A Party's failure, partial failure or delay in exercising a right relating to this Croquet Licence is not a waiver of that right.

(c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Croquet Licence.

(i) constitutes a waiver of that right; or

(ii) is a defence to its own action or inaction.

(d) The Parties may not waive or vary this clause.

21.4 No Merger and survival

(a) A Party's rights and obligations under this Croquet Licence do not merge at Termination.

(b) To the extent that a Party has not satisfied an obligation or it is a continuing obligation, that obligation survives Termination.

21.5 Manager

The Licensor may appoint an employee, officer or agent of the Licensor to manage the Croquet Licence Area and that Manager may represent the Licensor in all matters relating to this Croquet Licence.

21.6 Entire agreement

(a) This Croquet Licence constitutes the entire agreement between the Parties in relation to the Licensee's use of the Croquet Licence Area and supersedes all prior discussions, undertakings and documents.

(b) The Licensee has not been induced to enter into this Croquet Licence by a statement or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Licensor or Town and or the Licensor's or Town's agents or consultants which is not contained in this Croquet Licence.

21.7 Relationship

Except where this Croquet Licence expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

21.8 No assignment

(a) This Croquet Licence is personal to the Licensee and must not be assigned, sub-licensed or dealt with in any way.

(b) The rights, duties and obligations of the Licensor under this Croquet Licence may be assigned by the Licensor if the Town has consented to the Licensor's assignment of the EFCP Lease (provided that the assignee under this Croquet Licence is identical to the assignee under the EFCP Lease).

21.9 Counterparts

This Croquet Licence may be executed in any number of counterparts. All executed counterparts constitute one document.

21.10 Duty

The Licensee must pay duty and other government imposts relating to this deed and its related documents and transactions.

21.11 Licensor's Agreements and Rights

(a) The Licensor shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Croquet Licence Area or entering or leaving the Croquet Licence Area or the Surrounding Area.

(b) The Licensor shall not in any way be responsible for any loss or damage resulting from the theft of any item while on the Croquet Licence Area.

(c) The Licensor shall not in any way be responsible for any injuries which any person may at any time sustain while in and about or on the Croquet Licence Area, howsoever occurring.

(d) The Licensor can grant subleases or other licences of other parts of the Land or the Surrounding Area for any use, and the grant of any sublease or licence may be made without any compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

(e) Subject to clause 7.2, 8.1, the Oval Priority Usage Table and the Precinct Partners Priority Usage Policy, the Licensor can grant licences and other rights over the Croquet Licence Area.

21.12 Month to month licence

(a) The Licensee may continue to use the Croquet Licence Area after the Expiry Date with the agreement of the Licensor.

(b) The Licensee's right to use the Croquet Licence Area beyond the Expiry Date will be on a month to month basis on the same terms and conditions (with appropriate changes made) as are contained

(c) If the Licensee continues to use the Croquet Licence Area with the agreement of the Town after Termination, then the Licensee will be a monthly licensee on the same terms and conditions (with appropriate changes made) as are contained or implied in this Croquet Licence, excluding any Further Term.

(d) The monthly licence under this clause 21.12 may be terminated by either the Licensee or the Licensor by that Party giving the other Party 1 months' notice in writing. This notice may be given at any time.

21.13 Western Australian Planning Commission Consent

This Croquet Licence 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*.

21.14 Section 18 Consent

(a) This Croquet Licence is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act* 1997 (WA).

(b) Anything required to be done under this Croquet Licence by the Minister for Lands under this Croquet Licence may be done by the Minister of 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 Croquet Licence.

21.15 Consents and approvals

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

21.16 Emergency Management

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

(a) the Town will have unfettered access to, and use of, the Croquet Licence Area at all times (including during any periods in which the Licensee would have priority access under this Croquet Licence) if required by the Town; and

(b) the Town will take reasonable endeavours to ensure that it gives notice to the Licensee as soon as practicable after it determines its need to use the Croquet Licence Area in connection with the emergency or natural disaster.

21.17 Workplace Health and Safety Act 2020

(a) The Licensee agrees that even though the Licensee does not have exclusive possession of the Croquet Licence Area, for the purposes of the *Workplace Health and Safety Act* 2020 (WA), the Licensee has control of the Croquet Licence Area at all times when the Licensee or its Permitted Persons are using the Croquet Courts unless the Licensor (at any time) notifies the Licensee otherwise.

(b) Except to the extent caused by the Licensor or the Town, the Licensee releases and indemnifies and agrees to keep indemnified the Licensor, the Town and the Minister from and against all Claims for or in respect of which the Licensor is or may be or become liable by reason of the *Workplace and Safety Act* 2020 (WA), in respect of the Croquet Licence Area or the Permitted Use.

(c) Subject to the Licensor's obligations to undertake repairs, maintenance and testing in respect of the Croquet Licence Area and to comply with the Licensor's obligations under this Croquet Licence in respect of the Croquet Licence Area:

(i) the Licensee (and not the Town nor the Licensor) is responsible for the health, safety and wellbeing of the Permitted Persons;

(ii) the Licensee must ensure that the Croquet Licence Area is in a condition that:

(A) does not pose any obvious and immediate risk to the health or safety of the Permitted Persons; and

(B) appears obviously and immediately suitable for the Permitted Persons to use the Croquet Licence Area having regard to the particular activity the Permitted Persons are proposing to undertake,

on each occasion that the Permitted Persons access or use the Croquet Licence Area;

(iii) the Licensee must ensure that the Permitted Persons do not use the Croquet Licence Area if the area is in a condition that:

(A) poses a risk to the health or safety of the Permitted Persons; or

(B) is not suitable for use, having regard to the particular activity the Permitted Persons undertake.

(d) The Licensee must immediately notify the Licensor of any Hazard and ensure the safety and health of each Permitted Person affected by that Hazard.

21.18 Agent

All acts and things which a Party is required or empowered to do under this Licence may be done by that Party or the solicitor, or other agent or representative specifically authorised in writing served on the other Parties to act on behalf of a Party under this Licence.

21.19 Indemnities

(a) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Croquet Licence.

(b) Each indemnity given under this Croquet Licence:

(i) is separate and independent from any other obligation of the Party giving it; and

(ii) is absolute, irrevocable, unconditional and payable on demand.

21.20 Special Conditions

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

Schedule 1

1. Land

Lot 6229 on Diagram 1243 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75..

2. Commencement Date:

The date immediately after the date of approval of the Croquet Licence by the Minister under section 18 of the LAA.

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3. Term:

5 years (less one day)

4. Expiry Date

The expiry date of the EFCP Lease less one day being 31 March 2029

The Licensor and the Licensee authorise the Town or the Town's solicitors to insert this date by hand once known.

5. Hours of Use

Between the hours of 8:30am and Midnight.

6. Extended Hours of Use

Between midnight and 1am.

7. Licence Fee:

$1.00 (ONE DOLLAR) PER annum plus GST (if demanded by the Licensor).

8. Permitted Use

(a) Croquet Courts to accommodate croquet matches and croquet tournaments (including 'Association Croquet', 'Golf Croquet' and 'Gate Ball'), training activities and other sporting, leisure, recreational and entertainment activities;

(b) match day activities associated with croquet competitions and croquet tournaments for the Croquet Courts.

9. Insured Amount:

$20,000,000

10. Further Term

5 years (less one day) commencing on the day immediately following the Expiry Date.

11. EFCC F&B Payment

If CCE is > (0.73 x CCR)

then:

FB = (1 – (CCE/CCR)) x CCR

If CCE is ≤ ((0.73 x CCR)

then:

FB = 0.27 x CCR

Where:

FB = the EFCC F&B Payment payable to the Licensee in the relevant Quarter.

CCR = the total gross revenue in the Quarter generated by the Food and Beverage Facilities from:

(a) purchases made by EFCC Club Members; and

(b) purchases made during EFCC Events.

CCE = the total expenditure attributable to the Food and Beverage Facilities in the Quarter for:

(a) EFCC Events; and

(b) purchases made by EFCC Club Members.

12. Special Conditions

12.1 Review of Operation of Croquet Licence Area

(a) On or around the second anniversary of the Commencement Date, the Licensee and Licensor shall review and discuss the processes set out in this Croquet Licence in order to determine whether any amendments can be made to this Croquet Licence that has the potential to:

(i) improve the performance, amenity or availability of the Croquet Licence Area to host Tournament Days and EFCC Events;

(ii) improve coordination as between the Licensor and Licensee;

(iii) minimise the day to day administrative burden of the Licensor or the Licensee in complying with the terms of this croquet Licence; or

(iv) facilitate the Licensor to more effectively perform its obligations under this Croquet Licence.

(b) If, following the discussions set out in special condition 12.1(a), the Licensor and Licensee identify and agree upon any such process improvements, then:

(i) the Licensor and Licensee may discuss the process improvement with the Town; and

(ii) the Licensor, Licensee and the Town may agree to amend the terms of this Croquet Licence to reflect that process improvement.

(c) If the Licensee, Licensor and the Town cannot agree upon how to amend this Croquet Licence in accordance with special condition 12.1(b), this unamended Croquet Licence will continue to apply.

Schedule 2

Croquet Courts Priority Usage Table

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Licensee	9:00am – 12:00pm	9:30 am – 3:30 pm 5:00 pm onwards	9:00am – 12:00pm	9:00am – 12:00pm 5:00 pm onwards		9:30 pm – 3:30 pm	4:00 pm - 6:00 pm
Community	1:00 pm onwards	Not available	1:00 pm onwards	1:00 pm – 4:00 pm	Available all day	5:00 pm onwards	9:00 am – 2:00 pm

Schedule 3

EFCC Events

Date	EFCC Event

Executed as a Deed:

Executed as a deed for and on behalf of the **Town of East Fremantle** by persons duly authorised to do so under section 9.49A(4) of the *Local Government Act* 1995 (WA)))))	
Authorised person sign	Authorised person sign
Position	Position
Full Name (please print)	Full Name (please print)
Executed as a Deed by **Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463)** as trustee for the Belgravia Leisure Unit Trust under s 127 of the Corporations Act:)))	
Signature of Director	Signature of Director/Company Secretary (Delete title which does not apply)
Print name in full	Print name in full

The common seal of **The East Fremantle Croquet Club Inc.** was hereunto affixed to this deed pursuant to the constitution of The East Fremantle Croquet 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 East Fremantle Croquet Club Inc. indicated under his or her name:)
)
)

Office Holder Sign	Office Holder Sign (Delete title which does not apply)
Full Name (please print)	Full Name (please print)
Address	Address
Office Held	Office Held

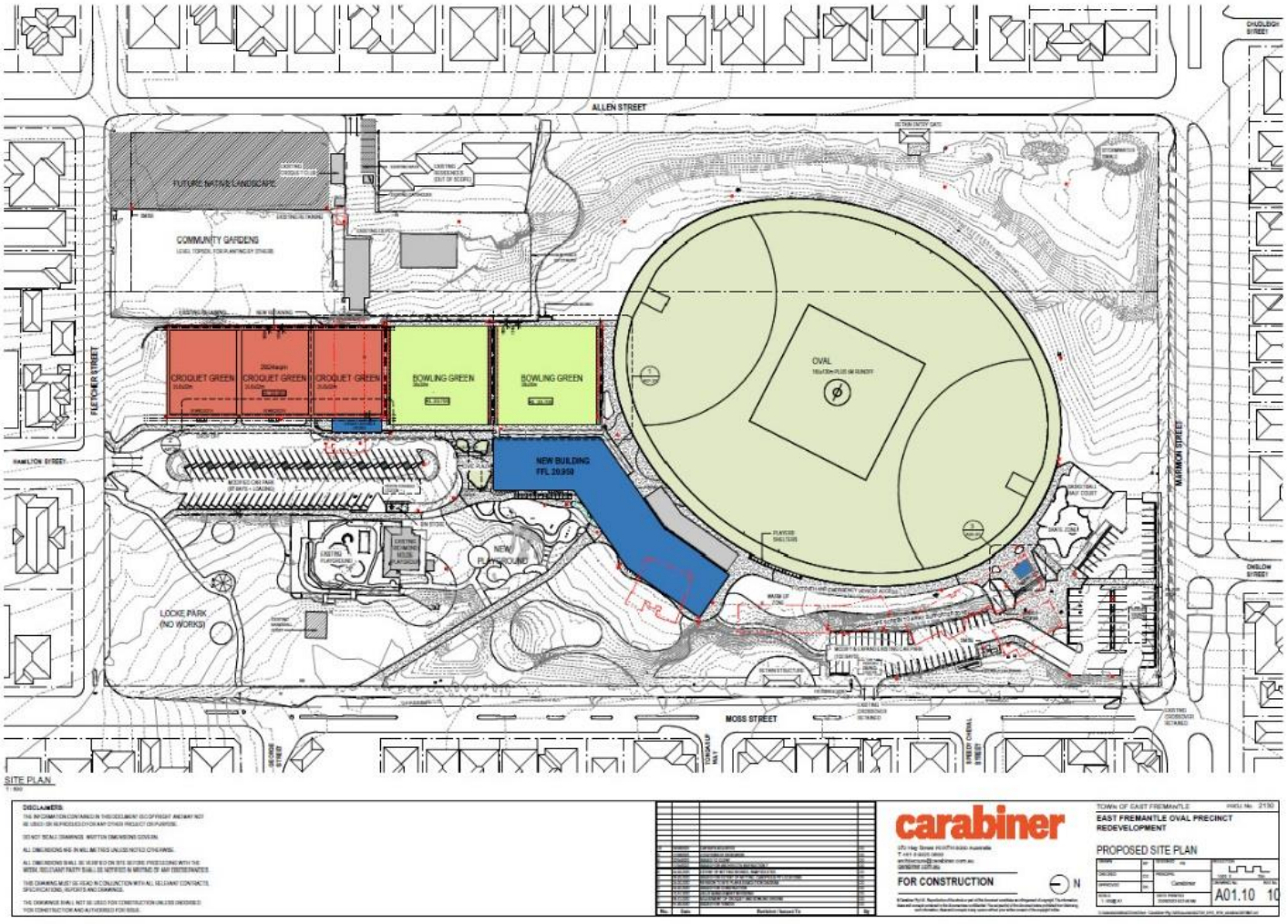
Annexure A

Minister's Consent Letter

Annexure B – EFCP Plan

6

Croquet Licence



Annexure C

– Precinct Partners Priority Usage Policy

[insert]

JACKSON McDONALD
MULTI-SECTOR LAW

Licence Agreement

East Fremantle Community Park – Sumpton Green Community Centre

Town of East Fremantle
(ABN 80 052 365 032)

Town

and

Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust

Licensor

and

East Freo Playgroup Inc.
(Number A1004753M)

Licensee

Jackson McDonald
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact: Lance Hilton-Barber
Reference: LHB:7172813

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Playgroup Licence Agreement

Date 2024

Parties

Town of East Fremantle (ABN 61 054 006 131) (Town)	of 135 Canning Highway, East Fremantle, Western Australia
Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust (Licensor)	of Level 4, 102 Albert Road, South Melbourne, Victoria
East Freo Playgroup Inc. (Number A1004753M) (Licensee)	of 44 Moss Street, East Fremantle, Western Australia

Recitals

A. The Town has the care control and management of the Land subject to the conditions of a management order.

B. The Licensor has exclusive possession of the EFCP pursuant to the Lease and is the operator of the EFCP.

C. The Licensor has agreed to grant a licence of the Playgroup Licence Area to the Licensee on the terms and conditions of this Playgroup Licence.

This deed provides

1. Definitions and interpretation

1.1 Definitions

Accountant means a person who is:

(a) qualified as an accountant in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Institute of Chartered Accountants of Australia (Western Australia Branch); and

(d) has not less than 15 years' experience as an accountant, with at least 5 years being in Australia.

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

Annexure means an annexure to this Playgroup Licence.

Appropriate Authority means any Authority which assesses or imposes rates, taxes or other impositions in relation to the Land and any Authority which provides or supplies all other Services.

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

Architect means a person who is:

(a) qualified as an architect in Western Australia;

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of the Australian Institute of Architects (Western Australia Branch); and

(d) has not less than 5 years' experience in designing buildings and facilities similar to those buildings and facilities to be constructed as part of the EFCP.

Authority means any government, statutory, public or other authority or body having jurisdiction over the Playgroup Licence Area or any matter or thing relating to it.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks are generally open for business in the State.

CAHS means the Metropolitan Health Service (ABN 13 993 250 709) trading as the Child and Adolescent Health Service.

CEO means the Chief Executive Officer of the Town.

Claims includes but is not limited to claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination thereof.

Commencement Date means the date specified in **Item 3**.

Community Use means any community event, program or activity including sporting events and activities, sporting competitions, fetes, fairs, festivals, markets, parades, carnivals, educational activities, charitable events (including charity matches), recreational activities and civic activities that are organised by the Licensor or the Town or authorised by the Licensor (in consultation with the Town).

Contamination has the meaning as that term is defined in the *Contaminated Sites Act* 2003 (WA).

Dispute means any dispute arising out of this Playgroup Licence.

Dispute Notice means a notice identifying the particulars of the Dispute.

EFCP means the East Fremantle Community Park constructed on that part of the Land bounded by Moss Street, Marmion Street and Allen Street (but excluding the Excluded Area) and includes the SGCC Building, the EFCP Services, the EFCP Facilities, courts, playgrounds, car parks and all other buildings and improvements constructed on that part of the Land.

EFCP Facilities means the following facilities situated within the EFCP:

(a) the Oval;

(b) spectator seating around the Oval;

(c) the Function Room;

(d) the Food and Beverage Facilities;

(e) the Croquet Courts;

(f) the Bowling Greens;

(g) the Health Club;

(h) the community meeting rooms situated within the New Building;

(i) the commercial facilities situated within the New Building;

(j) the SGCC;

(k) the playground;

(l) the community garden;

(m) the skate zone and basketball area;

(n) the car parking areas;

(o) landscaping; and

(p) the public recreation areas.

EFCP Lease means the lease of the EFCP between the Town as lessor and the Licensor as lessee dated 2 April 2024.

EFCP Plan means the plan annexed as Annexure B.

EFCP Premises means that part of the Land that is the subject of the EFCP Lease.

EFCP Services means all services supplied to or in the EFCP (including all services supplied to the New Building, the SGCC Building and any other buildings or

improvements in the EFCP) including gas, water, drainage, fresh air, exhaust systems, electricity, sprinkler systems, heating, lighting, lift services, electrical services, electrical power supply, hydraulic services, mechanical services, the air conditioning system, telecommunication services and data transmission services and includes the Licensor's Property and the Town's Property.

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

Environmental Harm has the meaning as that term is defined in the *Environmental Protection Act* 1986 (WA).

Event of Default means each of the events described in clause 12.1 in paragraphs (a) to (d).

Excluded Area means that part of the Land comprising:

(a) the Town of East Fremantle Works Depot; and

(b) the existing residential properties situated on Allen Street,

being the area excluded from the EFCP Premises.

Expert means:

(a) an Accountant;

(b) an Architect;

(c) a Legal Practitioner;

(d) a Quantity Surveyor;

(e) a Valuer;

(f) any other person with suitable qualifications and experience appropriate to determine the Dispute,

appointed under clause 14.3 to determine the Dispute.

Expiry Date means the expiry date of this Playgroup Licence being the date specified in **Item 5**.

Further Term means the further term or terms (if any) specified in **Item 9**.

Group Room means that part of the SGCC Building identified on the SGCC Building Plan as the "Group Room".

Hazard means any thing occurring on or emanating from the Playgroup Licence Area that may result in injury to a person or harm to the health of a person.

Hazardous Materials 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.

including means "including, but not limited to".

Insolvency Event means the happening of any of these events:

(a) in the case of an incorporated body:

(i) an application is made to a court for an order or an order is made that the incorporated body be wound up; or

(ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that incorporated body or one of them is appointed, whether or not under an order; or

(iii) except to reconstruct or amalgamate while solvent on terms approved by the Town, the incorporated body 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; or

(iv) the incorporated body resolves to wind itself up, or otherwise dissolves itself, or gives notice of its intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved; or

(v) the incorporated body is or states that it is unable to pay its debts when they fall due; or

(vi) as a result of the operation of section 459F(1) of the *Corporations Act* 2001 (Cth), it is taken to have failed to comply with a statutory demand; or

(vii) it is or makes a statement from which it may be reasonable deducted by a reasonable person that it is, the subject of an event described in section 459(2)(b) or section 585 of the *Corporations Act* 2001 (Cth); or

(viii) the incorporated body takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to the incorporated body;

(ix) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act* 2001 (Cth) or action is taken which would result in that event;

(x) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

(b) in the case of an individual:

(i) 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;

(ii) the individual commits an "act of bankruptcy" as that term is defined in the *Bankruptcy Act* 1966 (Cth); or

(iii) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction.

Insurance Premiums means the premiums for all insurances effected by the Licensor or the Town (as applicable) for the Insurable Risks.

Insurable Risks means any one or more of the risk of:

(a) loss or damage to all or any part of the Playgroup Licence Area or the EFCP from all insurable causes;

(b) breakdown of plant and machinery;

(c) sprinkler leakage and water damage;

(d) an event covered by the Licensor's public liability insurance;

(e) an event covered by the Town's public liability insurance;

(f) liability under workers compensation Claims or statutory liability in relation to the Licensor's employees employed in relation to the Playgroup Licence Area or the EFCP;

(g) liability under workers compensation Claims or statutory liability in relation to the Town's employees employed in relation to the Playgroup Licence Area or the EFCP; and

(h) any other risk related to the Town's interest or the Licensor's interest in the Playgroup Licence Area or the EFCP.

Insured Amount means the amount specified in **Item 8**.

Item means an item in Schedule 1.

Kitchen means that part of the SGCC Building identified on the SGCC Building Plan as the "Kitchen".

LAA means the *Land Administration Act* 1997 (WA).

Land means the land specified in **Item 1**.

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.

Legal Practitioner means a person who:

(a) has a current and valid Australian Practising Certificate (as that term is defined in the *Legal Profession Uniform Law* (WA));

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Law Society of Western Australia; and

(d) has not less than 15 years' experience in property law, involving major developments, in the Perth metropolitan area.

LGA means the *Local Government Act* 1995 (WA).

Licence Fee means the fee payable under clause 3.1 and as at the Commencement Date is the amount specified in **Item 6**.

Licence 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 period from and including the 1st day of July immediately preceding Termination up to the date of Termination.

Licensee's Obligations means the several obligations contained or implied in this Playgroup Licence and on the part of the Licensee to be observed or performed.

Licensee's Property means all plant, equipment, materials and other property or stock brought or placed on the Playgroup Licence Area by, on behalf of, or with the authority of, the Licensee.

Licensor's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Licensor from time located or contained in the EFCP (including the Playgroup Licence Area).

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 LGA.

Manager means any person appointed by the Licensor to manage the Playgroup Licence Area under clause 17.5.

Mediator means a legal practitioner (being a person who has a current and valid "Australian Practising Certificate" (as that term is defined in the *Legal Profession Uniform Law* (WA)) who:

(a) is a National Mediator Accreditation System accredited mediator;

(b) is listed on the Law Society Panel of Mediators of the Law Society of Western Australia;

(c) practises in commercial and property disputes; and

(d) is independent from any of the Parties to the Dispute.

Minister means the Minister for Lands in his or her capacity as the body corporate continued under section 7 of the LAA.

Multi-Purpose Waiting Room means that part of the SGCC Building identified on the Building Plan as the "Multi-Purpose Waiting Room".

month means calendar month.

New Building means the two storey multipurpose building situated within the EFCP and identified as the "New Building" on the EFCP Plan and includes all of the Town's Property and all the Licensor's Property and all of the EFCP Services in the New Building.

Oval means the 165m x 130m (plus 5m runoff) Australian Rules Football oval situated within the EFCP being the area shaded red and identified as "Oval" on the EFCP Plan.

Party means the Town, the Licensor or the Licensee according to the context.

Permitted Person means any employee, member, officer, contractor or agent of the Licensee and includes any invitee of any Permitted Person and any sub-licensee of the Licensee.

Permitted Use means the use specified in **Item 7**.

Playground means the playground identified on the EFCP Plan as the "Existing Playground".

Playgroup Licence means this deed as amended, varied or supplemented from time to time including any Schedules or Annexures.

Playgroup Licence Area means:

(a) the SGCC Building Licence Area; and

(b) the Playground.

Quantity Surveyor means a person who:

(a) is independent from any of the Parties to the Dispute;

(b) at the time of nomination is a member of the Australian Institute of Quantity Surveyors (Western Australia Branch); and

(c) has at least 5 years' experience in quantity surveying buildings and improvements similar to the buildings and improvements comprising the EFCP.

Requirements means any conditions of approval or consent, requirement, notice, order or direction of any Authority.

Schedule means a schedule to this Playgroup Licence.

Security Interest has the meaning given to that term in the *Personal Property Securities Act* 2009 (Cth).

Services means all utilities and services supplied to or in the EFCP or the Playgroup Licence Area (as applicable) including gas, water, drainage, waste collection, electricity and telecommunications (if any) and for the avoidance of doubt, excludes any rates imposed on the Land or the Playgroup Licence Area by an Appropriate Authority under the LGA.

SGCC means the Sumpton Green Community Centre, an existing facility within the EFCP used as a playgroup and child and adolescent health service centre and shown as "Richmond House Playgroup" and Existing Playground" on the EFCP Plan.

SGCC Building means the building that comprises the SGCC and identified as the "Existing Richmond House Playgroup" on the EFCP Plan and includes all of the Town's Property and all the Licensor's Property and all of the EFCP Services in the SGCC Building.

SGCC Building Plan means the plan of the SGCC Building annexed as Annexure C

SGCC Building Licence Area means that part of the SGCC Building identified in **Item 2**.

SGCC Playground means the playground that comprises the SGCC and identified on the EFCP Plan as the "Existing Playground".

SGCC Priority Usage Table means the table set out in Schedule 2.

SGCC Toilets means that part of the SGCC Building shown as the male, female and disabled toilets on the SGCC Building Plan.

SGCC Storeroom means that part of the SGCC Building shown as the storeroom on the SGCC Building Plan;

SGCC Priority Usage Table means the table set out in Schedule 2.

Special Conditions means any terms and conditions specified in **Item 10**.

State means the State of Western Australia.

Surrounding Area means any land or water adjacent to or in the vicinity of the Playgroup Licence Area.

Term means the term of the Playgroup Licence specified in **Item 4** and where the context permits includes any Further Term.

Termination means the expiry by passage of time or the sooner determination of the Term.

Town means the Town of East Fremantle.

Town's Property means the fixtures, fittings, furniture, chattels, plant and equipment belonging to the Town from time to time located or contained in the EFCP (including the Playgroup Licence Area), including floor coverings and window treatments.

Valuer means a person who:

(a) is licensed under *Land Valuers Licensing Act* 1978 (WA);

(b) is independent from any of the Parties to the Dispute;

(c) at the time of nomination is a member of Australian Property Institute (Inc.) (Western Australia Division); and

(a) has not less than 5 years experience in valuing gland and developments similar to the EFCP.

Verandah means the external verandah of the SGCC Building and shown as the verandah on the SGCC Building Plan.

WHS Legislation means all laws regarding work health and safety that apply to the Playgroup Licence Area 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 licences, terms or conditions issued to or imposed on the Town or the Licensee by an Authority pursuant to those work health and safety laws.

1.2 Interpretation

In this Playgroup Licence, unless inconsistent with the context:

(a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(b) the singular includes the plural and vice versa;

(c) a reference to a gender includes any gender;

(d) headings are for convenience only and do not affect interpretation;

(e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Playgroup Licence;

(f) the word "includes" is not a word of limitation and does not restrict the interpretation of a word or phrase in this Playgroup Licence;

(g) a reference to person includes a reference to:

(i) an individual, a body corporate, a trust, a partnership, a joint venture an, unincorporated body, governmental or agency, or other entity whether or not it is a separate legal entity;

(ii) that person's personal representatives, successors and permitted assigns and transferees and a person, who novates this Playgroup Licence;

(h) a reference to time is to Perth, Western Australia time;

(i) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;

(j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Playgroup Licence or any part of it;

(k) a reference to A$, $A, dollar or $ is to Australian currency;

(l) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(m) a covenant entered into by more than one person is deemed to be entered into by those persons jointly and each of them severally;

(n) where the context permits, the expression "Licensee" includes the members, office bearers, staff and invitees of the Licensee.

1.3 Inconsistency with Statutory Provisions

In the event of any inconsistency between:

(a) an obligation, right or power of either the Licensee or the Licensor under this Licence; and

(b) an obligation, right or power of the Town under the Local Government Laws,

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

1.4 No Fettering

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

(a) diminishes the Town's rights and powers; or

(b) fetters any discretion that the Town has,

under the Local Government Laws.

2. Grant and Term

2.1 Grant

(a) The Town grants to the Licensee from the Commencement Date a licence to use the Playgroup Licence Area for the Permitted Use subject to the Licensee paying the Licence Fee at the times and in the manner provided below and on the terms and conditions of this Licence.

(b) The licence conferred by this Licence is:

(i) non-exclusive in relation to the Group Room and the SGCC Playground, subject to the Licensee having priority access and usage rights of the Group Room and the SGCC Playground in accordance with SGCC Priority Usage Table; and

(ii) subject to clause 2.1(c), non-exclusive in relation to the Verandah, Kitchen, Multi-Purpose Waiting Room, SGCC Toilets and SGCC Storeroom subject to the Licensee having priority access and usage rights of the Verandah, Kitchen, Multi-Purpose Waiting Room, SGCC Toilets and SGCC Storeroom as against members of the general public.

(c) The Licensee acknowledges and agrees that:

(i) the use of the Verandah, Kitchen, Multi-Purpose Waiting Room, SGCC Toilets and the SGCC Storeroom by the Licensee and its Permitted Persons is shared with CAHS and CAHS's employees, agents, patients and invitees; and

(ii) the Licensee and its Permitted Persons do not have priority access and usage rights of the Verandah, Kitchen, Multi-Purpose Waiting Room, SGCC Toilets and the SGCC Storeroom as against CAHS and CAHS's employees, contractors, agents, patients and invitees.

(d) The rights granted to the Licensee are contractual only and nothing in this Licence grants the Licensee an interest in the land comprising the Licence Area.

2.2 Term and Commencement Date

This Licence is for the Term and commences on the Commencement Date.

3. Licence Fee

3.1 Licence Fee

The Licensee must, if demanded in writing by the Licensor, pay the Licence Fee to the Licensor during the Term and otherwise so long as the Licensee remains entitled to use the Licence Area.

3.2 Payment of Licence Fee

The Licence Fee is payable annually in advance, with the first payment to be made on the Commencement Date (if demanded in writing by the Licensor) and subsequent

payments to be made on the anniversary of the Commencement Date in each Licence Year.

4. Other Payments

4.1 No payment by Licensee for Services

The Licensee will pay no charges and meter rentals for Services consumed on or for the Playgroup Licence Area or any electricity consumed by any air conditioning plant used for the Playgroup Licence Area.

4.2 Insurance

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

4.3 Legal costs

Each Party will bear their own costs in relation to the preparation, negotiation, amendment, variation and execution of this Playgroup Licence.

4.4 GST Liability

(a) The expressions "GST", "input tax credits", "tax invoice" "tax period", and "taxable supply" have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* ("the GST Act").

(b) The Parties acknowledge that GST is payable in respect of each taxable supply made under this Playgroup Licence.

(c) The Licence Fee and all other amounts payable by the Licensee to or on behalf of the Town under any provision of this Playgroup Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) are expressed in amounts that do not include the GST payable.

(d) In respect of a taxable supply made under this Playgroup Licence (other than a Licensee reimbursement for any GST inclusive payment or outgoing made by the Town and in respect of which the Town is entitled to an input tax credit) the Licensee must, in lieu of and in substitution for any amount(s) otherwise required to be paid under this Playgroup Licence ("Licensee Payment(s)"), pay an amount or amounts equal to those Licensee Payment(s) increased by a percentage equal to the rate of GST imposed on a taxable supply by the GST Act.

(e) The Town must issue valid tax invoices to the Licensee for taxable supplies under this Playgroup Licence.

5. Use of the Playgroup Licence Area

5.1 Licensee's use of the Playgroup Licence Area

The Licensee and Licensor acknowledge and agree that:

(a) subject to clauses 2.1(c), the Playgroup Licence Area is designated for the priority use of the Licensee in accordance with the SGCC Priority Usage Table;

(b) the Licensor and Licensee must comply with the usage arrangements set out in the SGCC Priority Usage Table; and

5.2 Community Use of the Playgroup Licence Area

The Licensee and Licensor acknowledge and agree that:

(a) subject to this clause 5.2, the rights of individuals and groups from the general public to use the Playgroup Licence Area for Community Use outside of the Licensee's priority usage arrangements set out in the SGCC Priority Usage Table, will be determined by the Licensor (in consultation with the Town) from time to time;

(b) the Licensor will be responsible for administering a booking system so that individuals and groups can book the Playgroup Licence Area for Community Use (for those times and days outside of the Licensee's priority usage arrangements set out in the SGCC Priority Usage Table);

(c) any Community Use of the Playgroup Licence Area by individuals and groups approved by the Licensor (in consultation with the Town) will be subject to and on the terms of a standard user agreement as determined by the Licensor from time to time;

(d) the Licensor is responsible for (and for the costs of) the placement, erection and maintenance of all (if any) safety and warning signs, temporary fencing and the implementation of other safety measures which are required due to, or which relate to the use of the Playgroup Licence Area for Community Use; and

(e) the Licensor must rectify any damage to the Playgroup Licence Area caused by any Community Use.

5.3 Licensor's obligations

The Licensor must exclude and restrain from being in the Group Room and the SGCC Playground any member of the general public who:

(a) uses the Group Room or attempts to use the Group Room while the Licensee is using the Group Room under the Licensee's priority usage arrangements set out in the SGCC Priority Usage Table;

(b) uses the SGCC Playground while the Licensee is using the SGCC Playground under the Licensee's priority usage arrangements set out in the SGCC Priority Usage Table (other than the patients of the CHAS or the family members of the patients of CAHS);

(c) uses the Playgroup Licence Area for unlawful purposes;

(d) uses the Playgroup Licence Area in any way which poses a risk to human health or safety or the environment;

(e) uses the Playgroup Licence Area in any noisy, noxious or offensive manner or for any illegal purpose;

(f) fails to comply with any present or future Laws or Requirements relating to the Playgroup Licence Area or its use or occupation;

(g) causes damage to the Playgroup Licence Area which is not fair wear and tear consistent with use by the general public; or

(h) does anything which in the reasonable opinion of the Licensee may become a nuisance, disturbance or annoyance to the Licensee, a Permitted Person or other members of the general public.

5.4 No alterations to the Playgroup Licence Area

The Licensee must not:

(a) erect or build or permit or cause to be erected or built on the Playgroup Licence Area any permanent structures or improvements or other thing that is a fixture; or

(b) interfere with, alter or make any connection to the EFCP Services, the Licensor's Property and the Licensee's Property.

5.5 Comply with Laws and requirements

(a) The Licensee must use the Playgroup Licence Area only for lawful purposes.

(b) The Licensee must punctually comply with and observe at the Licensee's expense all present and future Laws, Local Government Laws and Requirements which relate to the Playgroup Licence Area.

5.6 Signage within the Playgroup Licence Area

(a) Subject to clause 5.6(b), the Licensor grants to the Licensee the right to install, replace and maintain signs at the Licensee's expense on the front façade of the SGCC Building and on the fencing around the SGCC at such locations and of the description as agreed by the Licensor (acting reasonably), subject to the Licensee obtaining all necessary permits from the relevant authorities, together with all ancillary and incidental rights of entry by the Licensee and its Permitted Persons for the purposes of installation, maintenance and repair of signage.

(b) The rights granted by the Licensor to the Licensee under clause 5.6(a):

(i) only permits the installation and display of external signs identifying the Licensee's identifying name, image or logo as a community playgroup;

(ii) does not authorise the installation and display of any third party advertising signage on any external parts of the Playgroup Licence Area without the Licensor's prior written consent, which:

(A) may be ranted or withheld at the Licensor's discretion; and

(B) may be given conditionally or unconditionally in all cases; and

(iii) does not authorise the Licensee to name the Playgroup Licence Area (or any internal or external parts of the Playgroup Licence Area) or enter into any third party signage, naming rights or sponsorship arrangements

for any internal or external parts of the Playgroup Licence Area, without the Licensor's prior written consent, which:

(A) may be granted or withheld at the Licensor's discretion; and

(B) may be given conditionally or unconditionally in all cases.

(c) The Licensor must not materially inhibit or allow to be materially inhibited visibility of any permitted sign of the Licensee on or within the Playgroup Licence Area without the prior consent in writing of the Licensee, which consent is not to be unreasonably withheld.

5.7 Restrictions on advertising

The Licensee must not install, display, grant rights or enter into any arrangements for third party signage, advertising, naming rights or any sponsorship arrangements involving or relating to the promotion of any gambling, alcohol, tobacco, e-cigarettes, vaporisers, electronic smoking implements and any other goods, services or activities that in the reasonable opinion of the Licensor are considered illegal, immoral, anti-social or offensive to the public.

5.8 No noxious or illegal uses

The Licensee must not do or permit to be done on the Playgroup Licence Area anything which in the reasonable opinion of the Licensor may be illegal, immoral, noisy, noxious or offensive or may become a nuisance or disturbance, obstruction or cause of damage, whether to the Licensor, the Town or the other occupiers, tenants, subtenants, licensees or users of the Surrounding Area, the EFCP or any other land in the vicinity of the Playgroup Licence Area.

5.9 Restrictions in use of Playgroup Licence Area by Licensee

(a) The Licensee must not:

(i) smoke tobacco or any other substance or use e-cigarettes, vaporisers or other electronic smoking implements, and the Licensee must ensure that no Permitted Person:

(A) smokes tobacco or any other substance; or

(B) uses e-cigarettes, vaporisers and any other electronic smoking implements,

in any part of the Playgroup Licence Area.

(ii) permit the sale of tobacco products, e-cigarettes, vaporisers and any other electronic smoking implements within any part of the Playgroup Licence Area;

(iii) use or permit to be used any of the Licensor's Property, the Town's Property or the EFCP Services other than for their designed purposes;

(iv) sell any of the Town's Property or the Licensor's Property;

(v) grant or allow to arise any Security Interest in the Town's Property or the Licensor's Property;

(vi) install anything in or on the Playgroup Licence Area that overloads any of the EFCP Services or other cables, switchboards, circuits or sub-boards through which electricity is conveyed to or through the Playgroup Licence Area;

(vii) do or permit anything to be done on the Playgroup Licence Area which in the reasonable opinion of the Licensor will result in noise or behaviour that will have an adverse impact on the amenity of nearby residents;

(viii) sleep at the Playgroup Licence Area;

(ix) burn any rubbish or waste at the Playgroup Licence Area;

(x) bring onto or keep on the Playgroup Licence Area anything of a flammable, dangerous or hazardous nature;

(xi) bring on or keep any animal or bird to or on the Playgroup Licence Area; or

(xii) permit another person to do any of these things.

(b) This clause 5.9(a) does not prohibit activities within the Playgroup Licence Area which are Permitted Uses.

5.10 Use of Sanitary appliances

The Licensee must not use or permit to be used the lavatories, grease traps and other sanitary appliances installed in the Playgroup Licence Area or elsewhere in the SGCC Building for any purpose other than that for which they were constructed and not throw or cause or allow to be thrown or disposed in such appliances any sweepings, rubbish, rags, ashes, tea leaves or other substances therein.

5.11 No overloading of electrical circuits

The Licensee must not, without the prior written consent of the Licensor, install any electrical equipment in the Playgroup Licence Area that overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Playgroup Licence Area.

5.12 Use of Playgroup Licence Area

The Licensee must only use the Playgroup Licence Area for the Permitted Use and for no other use or purpose.

5.13 Energy & Water Efficiency

(a) The Licensee acknowledges and agrees that the Licensor is required to operate the SGCC Building and the Playgroup Licence Area in a manner which improves the energy efficiency and water efficiency of the SGCC Building and the Playgroup Licence Area.

(b) The Licensee must:

(i) use and cause each Permitted Person to use all Services consumed on or for the Playgroup Licence Area efficiently and in a manner that minimises waste;

(ii) comply with and cause each Permitted Person to comply with all reasonable requests made by the Licensor in relation to the energy and water efficiency of the SGCC Building;

(iii) use its reasonable endeavours to assist the Licensor in its initiatives to reduce energy and water consumption and waste by using the Services, the SGCC Building and the Playgroup Licence Area in an efficient manner;

(iv) use the Playgroup Licence Area in a manner which complies with the sustainability criteria for the Playgroup Licence Area as specified by the Licensor from time to time;

(v) not do or omit to do anything which has, or may have a detrimental effect on the energy efficiency or water efficiency of the Playgroup Licence Area or permit another person from doing so; and

(vi) must not make any Claims as a result of the Licensor carrying out any works required to be conducted to maintain the general energy efficiency of the SGCC Building, even if the works affect the Licensee's use or enjoyment of the Playgroup Licence Area.

5.14 Security threats

The Licensee must:

(a) promptly notify the Licensor or the Manager if the Licensee or a Permitted Person receives any threat or demand which relates to the Playgroup Licence Area, or to the safety of any person or property within the Playgroup Licence Area;

(b) be familiar with and comply with, and ensure each Permitted Person is familiar with and complies with the Licensor's emergency evacuation procedures (if any), including any requirement for people at the Playgroup Licence Area to participate in emergency evacuation procedures and drills;

(c) obey and cause each Permitted Person to obey any reasonable direction given by the Licensor or the Manager relating to the control of people within the Playgroup Licence Area and the evacuation or closure of any part of the Playgroup Licence Area, following the giving to any person of a threat or demand of the kind referred to in this clause, or in the event of any fire earthquake or other emergency and for practice exercises of any emergency; and

(d) if any civil defence, fire or evacuation drill is conducted in the Playgroup Licence Area at any time, co-operate fully in the planning and control of and participation in them and to supply the Licensor with the names of the people responsible for carrying out all duties of civil defence planner and fire officer or warden in relation to the Playgroup Licence Area and the person responsible on each floor level as applicable.

5.15 Environmental Obligations

The Licensee:

(a) must not cause or permit the release from or onto the Playgroup Licence Area any pollutant, Contamination or Hazardous Material; and

(b) indemnifies the Licensor, the Town and the Minister for Lands in respect of all loss, cost, damage, expense and liability suffered by the Licensor, the Town or Minister for Lands (as applicable) in relation to a breach by the Licensee of this clause 5.15.

5.16 Working with Children Card

The Licensee must ensure that at all times, all persons employed or contracted by the Licensee to work in the Playgroup Licence Area:

(a) have been assessed and cleared to work with children under the *Working with Children (Screening) Act* 2004; and

(b) hold a valid Working with Children Card.

6. Repair and maintenance of the Playgroup Licence Area

6.1 Licensee's repair and maintenance obligations

(a) The Licensee must at the Licensee's own expense repair, maintain and keep the Licensee's fixtures, fittings, equipment and furnishings (if any) installed within the Playgroup Licence Area:

(i) in good and substantial repair, order and condition;

(ii) so that they remain in at least the same condition as at the Commencement Date.

(b) The obligations of the Licensee under clause 6.1(a) do not extend to repairs due to fair wear and tear consistent with normal use.

(c) Subject to clause 6.1(d), the Licensee has no obligation to repair, maintain and keep the Playgroup Licence Area in good and substantial repair, order and condition.

(d) The Licensee must, at the Licensee's own expense, repair any damage or disrepair to the Playgroup Licence Area, its surroundings and any other part of the EFCP caused by any deliberate or wilful act or omission of the Licensee or any Permitted Person.

6.2 Cleaning

The Licensee must:

(a) keep:

(i) the Group Room and the SGCC Playground; and

(ii) in common with other users of the Playgroup Licence Area, the Multi-Purpose Waiting Room, the Verandah, the Kitchen, the SGCC Toilets and the SGCC Storeroom,

in a generally clean and tidy condition and well stocked with consumables (in the case of the Kitchen and SGCC Toilets);

(b) not allow any rubbish, trade waste, cartons, boxes, containers, sporting equipment, bowls or accumulation of useless property within the Playgroup Licence Area or the Surrounding Area except in areas designated for that purpose by the Licensor; and

(c) dispose of and store, and ensure all Permitted Persons dispose of any store all general waste and all recyclable materials within the waste collection points and the recyclable materials collection points in the Playgroup Licence Area from time to time designated for that purpose by the Licensor.

7. Indemnity and Insurance Provisions

7.1 Licensee's Indemnity

(a) Except to the extent caused by any act, neglect, default or omission of the Town and/or the Licensor, or the employees, agents and contractors of the Town or Licensor (as applicable), the Licensee indemnifies the Licensor, the Town and the Minister against all Claims, including legal and investigative costs and expenses, which the Licensor, the Town or the Minister may incur or become liable for in connection with the loss of life, or personal injury, or damage to any property (wheresoever occurring) arising out of any occurrence at the Playgroup Licence Area or the use by the Licensee of the Playgroup Licence Area to the extent occasioned by any act, neglect, default or omission by the Licensee or by its Permitted Persons or by any other person on the Playgroup Licence Area.

(b) To the extent permitted by Law, the Licensee indemnifies the Licensor, the Town and the Minister from and against all Claims, including legal and investigative costs and expenses, relating to:

(i) injury to, illness of, or death of, any person;

(ii) loss (including loss of use), injury, damage or destruction to any property or the Land;

(iii) any inquiry, investigation, notice, direction, order, proceeding or prosecution instituted under or in relation to the WHS Legislation or the *Coroners Act* 1996 (WA);

(iv) any Contamination, pollution or Environmental Harm;

(v) any remediation required to be carried out by the Licensee under this Playgroup Licence in respect of the Land or the Surrounding Area or otherwise having to comply with any Environmental Notice or any other notice received from an Authority; and

(vi) any other act, neglect, default or omission by the Licensee or any Permitted Persons,

directly or indirectly caused by, arising out of, or in connection with the Licensee's or any Permitted Person's use of or access to the Playgroup Licence Area or the Surrounding Area.

(c) The obligations of the Licensee under clauses 7.1(a) or 7.1(b) continue after expiration or earlier determination of this Playgroup Licence.

7.2 Insurance

(a) The Licensee must, before the Commencement Date, take out and at all times keep in force with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy, 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 Licensor may reasonably require.

(b) The Licensee must prior to the Commencement Date take out and at all times keep in force on a "losses occurring basis" with an Approved Insurer, on behalf of the Licensee and naming both the Licensor and the Town as an "interested party" under such policy:

(i) a policy of insurance to cover the Licensee's Property against loss or damage due to 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 Town a Licensee may and does ordinarily insure in the full replacement value;

(ii) a policy of volunteer personal accident insurance; and

(iii) any other insurances required by Law, or which are from time to time specified in writing to the Licensee as being, in the Licensor's reasonable opinion, policies of insurance with a prudent licensee should take out.

7.3 Licensor's Rights

If the Licensee does not take out and keep in force any policy of insurance in accordance with clauses 7.2(a) and 7.2(b), the Licensee:

(a) irrevocably appoints the Licensor and its attorney to do all things and sign all documents necessary to give effect to this clause, at the Licensee's cost; and

(b) assigns to the Licensor all its rights and benefits under the policy of insurance, including the right to any money received by the Licensee, to secure the Licensee's Obligations under clause 7.2.

7.4 Produce Policies and Receipts for Premiums

The Licensee must, before the Commencement Date, produce to the Licensor and the Town 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 Licensee under this Playgroup Licence 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.

7.5 Increase in Insurance Premiums

(a) The Licensee and its Permitted Persons must not bring onto or keep in the Playgroup Licence Area anything of a flammable, dangerous or hazardous nature and not without the prior written consent of the Licensor bring onto and keep anything or do any act in the Playgroup Licence Area which may increase the rate of the Insurance Premiums.

(b) If the Licensee 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 Licensor and/or the Town, then without limiting any other right of the Licensor or the Town, the Licensee will be responsible for, and must pay and discharge on demand, any damage or loss which the Licensor suffers as a result.

7.6 Insurance

The Licensee 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 the Licensee under this Playgroup Licence.

8. Additional Covenants by Licensee

8.1 No encumbrances

The Licensee must not mortgage, charge or encumber the Licensee's interest in this Playgroup Licence or any of its fixtures, fittings or improvements in the Playgroup Licence Area or agree so to do without the prior consent in writing of the Town.

8.2 No interest in land

The Licensee acknowledges and agrees that nothing in this Playgroup Licence grants the Licensee an interest in land and the Licensee must not lodge any caveat at Landgate to protect its interests under this Playgroup Licence.

8.3 Pass on notices

The Licensee must immediately give notice in writing to the Town of any notice received by the Licensee from any Authority relating to the Playgroup Licence Area.

9. Town's Covenants and Reservations

9.1 No Liability

(a) The Town shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Playgroup Licence Area or entering or leaving the Playgroup Licence Area or the Surrounding Area.

(b) The Town shall not in any way be responsible for any loss or damage resulting from any theft of any item while on the Playgroup Licence Area or the Surrounding Area.

(c) The Town shall not in any way be responsible for any injuries which any person may at any time sustain while in and about or on the Playgroup Licence Area or the Surrounding Area, howsoever occurring.

9.2 Town's Insurance

(a) The Town may take out and maintain in respect of the Playgroup Licence Area insurance policies relating to those Insurable Risks determined necessary by the Town.

(b) For the avoidance of doubt, the Town has no obligation to take out any policy of insurance in relation to the Playgroup Licence Area.

9.3 Town's agreements and rights

The Town can grant leases or other licences of other parts of the Land or the Surrounding Area for any use, and the grant of any lease or licence may be made without any compensation to the Licensee, and without affecting the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

10. Termination

10.1 Removal of Property on Termination

The Licensee must on the expiry or sooner determination of this Playgroup Licence:

(a) remove from the Playgroup Licence Area all of the Licensee's Property to the Licensor's absolute satisfaction; and

(b) subject to clause 10.2, make good any damage to the Playgroup Licence Area caused by the removal of the Licensee's Property, to the satisfaction of the Licensor.

10.2 No Make Good to Playgroup Licence Area

Other than the Licensee's obligations under clauses 5.15, 6.1(d) and 10.1, the Licensor acknowledges and agrees that the Licensee is not required to:

(a) make good any damage to the Playgroup Licence Area; or

(b) reinstate the Playgroup Licence Area to the state and condition in which it was as at the Commencement Date.

11. Sale of Alcohol and Gambling

11.1 Sale of Alcohol

The Licensee must not and must ensure that its Permitted Persons do not sell or supply alcohol from the Playgroup Licence Area or allow alcohol to be sold or supplied from the Playgroup Licence Area.

11.2 Gambling Prohibited

The Licensee must not allow any gambling (as that term is defined by the *Gaming and Wagering Commission Act* 1987) to occur at the Playgroup Licence Area without the Licensor's written consent (which may be withheld at the Licensor's entire discretion).

12. Default Provisions

12.1 Default provisions

If:

(a) any payment payable under this Playgroup Licence remains unpaid after becoming due, and this default continues after the expiration of 14 days after the Licensor has given the Licensee a written notice requiring the Licensee to remedy this default;

(b) there is a breach or non-observance of any of the other Licensee's Obligations and the breach or non-performance continues after the expiration of twenty eight (28) days' written notice to the Licensee to remedy the breach;

(c) there is a breach or non-observance of any of the Licensee's obligations as sublessee under the Playgroup Sublease and the breach or non-performance continues after the expiration of 28 days after the Licensor (as sublessor) has given the Licensee (as sublessee) a written notice requiring the Licensee (as sublessee) to remedy the breach;

(d) any Insolvency Event occurs in respect of the Licensee;

and in any such case, subject to the Town providing its prior written consent to such termination (which consent may be granted or withheld at the Town's sole and absolute discretion), the Licensor may immediately terminate this Playgroup Licence by giving notice to the Licensee and the Term will then cease and determine but without prejudice to any other remedy or right of action of the Licensor in respect of any breach of the Licensee's Obligations.

12.2 Town's right to remedy

The Licensor may remedy any Event of Default by the Licensee under this Playgroup Licence including the payment of any moneys payable by the Licensee pursuant to the provisions of this Playgroup Licence and whenever the Licensor so elects all debts, costs and expenses incurred by the Licensor including legal costs and expenses in remedying an Event of Default, must be paid by the Licensee to the Licensor on demand.

12.3 Damage for breach of essential term

(a) The covenants by the Licensee:

(i) to not make alterations to the Playgroup Licence Area or interfere with or alter any EFCP Services (clause 5.4);

(ii) to only use the Playgroup Licence Area for lawful purposes and to comply with all Laws and Requirements (clause 5.5);

(iii) to not cause any general nuisance to other users of the Land (clause 5.8);

(iv) to not use the Playgroup Licence Area in contravention of the restrictions imposed in clause 5.9;

(v) to not cause or permit the release of any pollutant, Contamination or Hazardous Material on from or onto the Playgroup Licence Area (clause 5.15);

(vi) to repair any damage or disrepair to the Playgroup Licence Area caused by any deliberate or wilful act or omission of the Licensee (clause 6.1(d));

(vii) to take out and maintain a policy of public liability insurance of not less than the Insured Amount (clause 7.2);

(viii) to not do anything that and invalidates or avoids a policy insurance taken by the Licensor or Town (clause 7.5);

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

(b) The presence of paragraph (a) in this Playgroup Licence does not mean that there are no other essential terms of this Playgroup Licence.

13. Notices

13.1 Delivery

(a) Subject to a written document which expressly states that the Parties may communicate in a different way, the Parties must communicate by written notice.

(b) A Party must send a notice to the other Party at the address listed:

Party	Address	Attention	Email
Town	135 Canning Highway, East Fremantle WA 6158	The Chief Executive Officer	admin@eastfremantle.wa.gov.au
Licensor	20 Longstaff Road, Bayswater, Victoria 3153	Deb Graham	Deb.Graham@belgravialeisure.com.au
Licensee	[INSERT DETAILS]	[INSERT DETAILS]	[INSERT DETAILS]

(c) A Party may vary its address by sending a written notice to the other Party.

(d) A Party must use the new address from the time that it receives the notice.

(e) To deliver a notice, a Party must hand deliver, post, or email it to the other Party's address.

13.2 Effect and delivery

(a) A notice takes effect at the time stated in the notice.

(b) If no time is stated then a notice sent by post is deemed to be received:

(i) three days after posting if within Australia; and

(ii) seven days after posting if posted to or from a place outside Australia;

(c) If no time is stated, a notice sent by email is deemed to be received:

(i) at 5.00pm on the Business Day that the notice is sent; or

(ii) if sent after 5.00pm, then on the next Business Day.

14. Dispute Resolution

14.1 Dispute

(a) If a Dispute arises between the Licensee and the Licensor then either Party may give the other Party a Dispute Notice and the Parties are required to discuss the Dispute in good faith and explore the resolution of this Dispute.

(b) If for any reason the Parties have not resolved the Dispute within ten (10) Business Days after the Dispute Notice was given, then the Dispute will be dealt with as set out in this clause.

(c) Following service of a Dispute Notice and failure to agree the resolution of the Dispute within ten (10) Business Days after the Dispute Notice was given, the Parties are to agree the person to be the Mediator within 15 Business Days after the Dispute Notice was given and jointly appoint that person to mediate the Dispute.

(d) If the Parties cannot reach agreement on the person to be appointed as Mediator within 15 Business Days after the relevant Dispute Notice was given, then:

(i) a Party may request the President of the Law Society of Western Australia (or the President's nominee) to nominate the Mediator; and

(ii) the Parties must jointly appoint the person nominated under clause 14.1(d)(i).

(e) If the person nominated or appointed is unavailable or unwilling to act and the Parties are unable to agree to appoint another Mediator within 5 Business Days, then clause 14.1(d) applies.

(f) The mediation will be conducted in accordance with the Law Society of Western Australia Model Mediation Rules.

(g) The Model Mediation Rules are deemed to be incorporated into this clause 14.

(h) The Parties will share equally and will be jointly and severally liable to the Mediator for the Mediator's fees for the mediation, unless otherwise agreed.

14.2 Dispute not resolved through Mediation

(a) If the Dispute cannot be resolved through mediation in a manner that is satisfactory to both Parties within 60 Business Days after the relevant Dispute Notice was given, then:

(i) the Dispute must be referred to the CEO for determination in accordance with this subclause 14.2(a); and

(ii) the CEO may either:

(A) make a final determination for the resolution of the Dispute, but only after:

i. giving each Party an opportunity to make written submissions to the CEO;

ii. giving due consideration to any submissions received; and

iii. setting out the reasons for his or her decision in writing; or

(B) appoint an Expert to determine the Dispute for determination in accordance with clause 14.3.

(b) The determination of the CEO in clause 14.2(a)(ii)(A) will be final and binding on the Parties so far as the Law allows except in the case of manifest error (of law or fact) or where a Party has been denied natural justice.

14.3 Expert Determination

(a) The CEO (acting reasonably) will decide:

(i) which type of "Expert" is to be appointed to determine the Dispute; and

(ii) the person to be nominated as that Expert to determine the Dispute.

(b) The Parties must jointly appoint the person nominated by the CEO under clause 14.3(a) to determine the Dispute.

(c) If the person nominated or appointed is unable or unwilling to act, then clause 14.3(a) will apply.

(d) 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 Parties;

(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 14.

(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 a 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 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 the Deed.

(i) The Expert's determination:

(i) is final and binding on the Parties;

(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 made 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, unless an agreement or a determination is made under clause 14.3(j)(ii) as to who should pay for such remuneration; and

(ii) unless the Parties specifically otherwise agree, the Expert will determine which Party or Parties will bear the costs of the determination and in what proportion, having regard to the degree to which he or she considers a Party or Parties was at fault or unreasonable in failing to agree to the Dispute, and each Party will bear those costs accordingly.

(k) Nothing, while in Dispute, will relieve the Parties from any of their obligations under the Deed.

(l) Unless otherwise ordered by the Expert under clause 14.3(j)(ii), the Expert's costs shall be paid by the Parties in equal shares and each Party shall pay its own legal and other costs of the Dispute.

14.4 Urgent interlocutory relief

Nothing in this clause 14 prevents a Party from seeking urgent injunctive, declaratory or other interlocutory relief from a court, if urgently required.

15. Further Term

15.1 Further Term

(a) If the Licensee:

(i) has duly and punctually paid the Licence Fee and all other money payable by the Licensee to the Licensor under this Playgroup Licence during the Term; and

(ii) has duly and punctually observed and performed the Licensee's Obligations at all times up to the expiration of the Term,

then, provided the Licensee has first given the Licensor a written notice of exercise of not less than 14 months before the expiration of the Term and the Licensor wishes to take a new lease of the EFCP Premises for the "Further Term" (as that term is defined in the EFCP Lease):

(iii) the Licensor will give the Town a notice to grant the "Further Term" (as that term is defined in the EFCP Lease); and

(iv) if the Town grants the Licensor the "Further Term" (as that term is defined in the EFCP Lease), the Licensor must grant the Licensee, and the Licensee must accept, a licence for the Further Term.

(b) If a licence for the Further Term is granted pursuant to clause 15.1(a), then the new licence will be on and subject to the same terms and conditions as are contained in or implied by this Playgroup Licence except for this provision for renewal, unless there is more than one Further Term in which even the number of Further Terms will be reduced by the Further Term then exercised.

15.2 Variation to extend term of EFCP Lease

Subject to clause 15.5, if the Town and the Licensor extend the term of the EFCP Lease beyond the "Term" (as that term is defined in the EFCP Lease), then subject to the prior written consent of the Minister for Lands, the Licensor must extend this Term for the same extended term as the varied EFCP Lease (less one day).

15.3 New licensor

Subject to clause 15.5, if the Town enters into a new lease of the EFCP Premises (**New EFCP Lease**) with a third party (**New Licensor**) and the EFCP Premises includes the Playgroup Licence Area, then subject to the prior written consent of the Minister for Lands, the Town must cause the New Licensor to grant a licence to the Licensee for the same term as the New EFCP Lease (less one day) (**New Playgroup Licence**).

15.4 Licence rights where no replacement EFCP Lease entered into

Subject to clause 15.5, if the Town does not enter into a New EFCP Lease in respect of the Playgroup Licence Area (with a term to commence immediately after the expiry of the EFCP Lease or New EFCP Lease, as applicable), then subject to the written consent of the Minister for Lands, the Town will grant a new licence in respect of the Playgroup Licence Area (**New Playgroup Licence**) to the Licensee (as licensee) on the following terms:

(a) the term of the New Playgroup Licence will be equal to 20 years less the cumulative term of the Playgroup Licence and the term of any New Playgroup Licence (where applicable); and

(b) the term of the New Playgroup Licence will commence on the date immediately following the expiry of the Playgroup Licence or New Playgroup Licence (as applicable).

15.5 Cumulative terms of Playgroup Licence

The Licensee acknowledges and agrees that the Term, the Further Terms and any extended terms or new terms granted under clauses 15.2, 15.3 and 15.4 must not exceed a total cumulative period of 21 years.

16. Insolvency Event for Licensor

The Licensee and Town acknowledge and agree that:

(a) if an Insolvency Event occurs in relation to the Licensor; or

(b) the EFCP Lease is otherwise terminated,

the Town may by written notice to the Licensee make this Playgroup Licence a licence of the Playgroup Licence Area between the Town as licensor and the Licensee as licensee on the same terms as this Playgroup Licence.

17. General

17.1 Governing law and jurisdiction

The law of Western Australia governs this Playgroup Licence.

17.2 Severance

(a) If a provision of this Playgroup Licence is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Playgroup Licence.

(b) The remaining provisions of this Playgroup Licence remain in full force and effect.

17.3 No waiver

(a) A Party granting a waiver of a right under this Playgroup Licence must give written notice of that waiver, to the Party, which benefits from the waiver.

(b) A Party's failure, partial failure or delay in exercising a right relating to this Playgroup Licence is not a waiver of that right.

(c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Playgroup Licence.

(i) constitutes a waiver of that right; or

(ii) is a defence to its own action or inaction.

(d) The Parties may not waive or vary this clause.

17.4 No Merger and survival

(a) A Party's rights and obligations under this Playgroup Licence do not merge at Termination.

(b) To the extent that a Party has not satisfied an obligation or it is a continuing obligation, that obligation survives Termination.

17.5 Manager

The Licensor may appoint an employee, officer or agent of the Licensor to manage the Playgroup Licence Area and that Manager may represent the Licensor in all matters relating to this Playgroup Licence.

17.6 Entire agreement

(a) This Playgroup Licence constitutes the entire agreement between the Parties in relation to the Licensee's use of the Playgroup Licence Area and supersedes all prior discussions, undertakings and documents.

(b) The Licensee has not been induced to enter into this Playgroup Licence by a statement or alleged statement, representation, warranty or condition verbal or written made by or on behalf of the Licensor or Town and or the Licensor's or Town's agents or consultants which is not contained in this Playgroup Licence.

17.7 Relationship

Except where this Playgroup Licence expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

17.8 No assignment

(a) This Playgroup Licence is personal to the Licensee and must not be assigned, sub-licensed or dealt with in any way.

(b) The rights, duties and obligations of the Licensor under this Playgroup Licence may be assigned by the Licensor if the Town has consented to the Licensor's assignment of the EFCP Lease (provided that the assignee under this Playgroup Licence is identical to the assignee under the EFCP Lease).

17.9 Counterparts

This Playgroup Licence may be executed in any number of counterparts. All executed counterparts constitute one document.

17.10 Duty

The Licensee must pay duty and other government imposts relating to this deed and its related documents and transactions.

17.11 Licensor's Agreements and Rights

(a) The Licensor shall not in any way be responsible for any damage from any cause whatsoever that any item or any of the Licensee's Property or any of its Permitted Person's property may at any time sustain while on the Playgroup Licence Area or entering or leaving the Playgroup Licence Area or the Surrounding Area.

(b) The Licensor shall not in any way be responsible for any loss or damage resulting from the theft of any item while on the Playgroup Licence Area.

(c) The Licensor shall not in any way be responsible for any injuries which any person may at any time sustain while in and about or on the Playgroup Licence Area, howsoever occurring.

(d) The Licensor can grant subleases or other licences of other parts of the Land or the Surrounding Area for any use, and the grant of any sublease or licence may be made without any compensation to the Licensee, and without affecting

the liability of the Licensee to perform, observe and comply with the Licensee's Obligations.

(e) Subject to clauses 2.1, 5.1 and the SGCC Priority Usage Table, the Licensor can grant non-exclusive licences and other rights over the Playgroup Licence Area.

17.12 Month to month licence

(a) The Licensee may continue to use the Playgroup Licence Area after the Expiry Date with the agreement of the Licensor.

(b) The Licensee's right to use the Playgroup Licence Area beyond the Expiry Date will be on a month to month basis on the same terms and conditions (with appropriate changes made) as are contained

(c) If the Licensee continues to use the Playgroup Licence Area with the agreement of the Town after Termination, then the Licensee will be a monthly licensee on the same terms and conditions (with appropriate changes made) as are contained or implied in this Playgroup Licence, excluding any Further Term.

(d) The monthly licence under this clause 17.12 may be terminated by either the Licensee or the Licensor by that Party giving the other Party 1 months' notice in writing. This notice may be given at any time.

17.13 Western Australian Planning Commission Consent

This Playgroup Licence 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*.

17.14 Section 18 Consent

(a) This Playgroup Licence is subject to and conditional on the approval of the Minister under the LA Act.

(b) Anything required to be done under this Playgroup Licence by the Minister under this Playgroup Licence may be done by the Minister 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 Playgroup Licence.

17.15 Consents and approvals

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

17.16 Emergency Management

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

(a) the Town will have unfettered access to, and use of, the Playgroup Licence Area at all times (including during any periods in which the Licensee would have priority access under this Playgroup Licence) if required by the Town; and

(b) the Town will take reasonable endeavours to ensure that it gives notice to the Licensee as soon as practicable after it determines its need to use the Playgroup Licence Area in connection with the emergency or natural disaster.

17.17 Agent

All acts and things which a Party is required or empowered to do under this Licence may be done by that Party or the solicitor, or other agent or representative specifically authorised in writing served on the other Parties to act on behalf of a Party under this Licence.

17.18 Indemnities

(a) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Playgroup Licence.

(b) Each indemnity given under this Playgroup Licence:

(i) is separate and independent from any other obligation of the Party giving it; and

(ii) is absolute, irrevocable, unconditional and payable on demand.

17.19 Special Conditions

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

Schedule 1

1. Land

Lot 6229 on Diagram 1243 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Certificate of Crown Land Title Volume LR3017 Folio 75.

2. SGCC Building Licence Area

That part of the SGCC Building:

(a) hachured in blue on the SGCC Building Plan and comprising the Multi-Purpose Waiting Room, Verandah, Kitchen, SGCC Toilets and the SGCC Storeroom; and

(b) hachured in red on the SGCC Building Plan and referred to as "Group Room" on the SGCC Building Plan,

extending vertically from the upper surface of the floor boards of the SGCC Building to the undersurface of the ceiling above the floor boards and extending horizontally to and including the internal surfaces of external walls, the mid or centre line adjoining or internal walls or partitions and to the internal surfaces of external windows.

3. Commencement Date:

The date immediately after the date of approval of the Playgroup Licence by the Minister under section 18 of the *LAA*

4. Term:

A term commencing on the Commencement Date and ending on the Expiry Date.

5. Expiry Date

The expiry date of the EFCP Lease less one day being 31 March 2029.

6. Licence Fee:

$1.00 (ONE DOLLAR) PER annum plus GST (if demanded by the Licensor).

7. Permitted Use

(a) playgroup;

(b) early childhood education;

(c) early childhood play based activities; and

(d) social activities for pre-primary and primary school aged children and their parents and caregivers.

8. Insured Amount:

$20,000,000

9. Further Term

5 years (less one day) commencing on the day immediately following the Expiry Date.

10. Special Conditions

Not applicable

Schedule 2

SGCC Priority Usage Table

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Licensee	Between 8:30am and 5:30pm	Between 8:30am and 5:30pm	Between 8:30am and 5:30pm	Between 8:30am and 5:30pm	Between 8:30am and 5:30pm	Not applicable	Not applicable
Community	Before 8:30am or after 5:30pm (as determined by the Licensor)	Before 8:30am or after 5:30pm (as determined by the Licensor)	Before 8:30am or after 5:30pm (as determined by the Licensor)	Before 8:30am or after 5:30pm (as determined by the Licensor)	Before 8:30am or after 5:30pm (as determined by the Licensor)	Any time as determined by the Licensor	Any time as determined by the Licensor

Executed as a Deed:

Executed as a deed for and on behalf of the **Town of East Fremantle** by persons duly authorised to do so under section 9.49A(4) of the *Local Government Act* 1995 (WA)))))	
Authorised person sign	Authorised person sign
Position	Position
Full Name (please print)	Full Name (please print)
Executed as a Deed by **Belgravia Health & Leisure Group Pty Ltd (ACN 005 087 463)** as trustee for the Belgravia Leisure Unit Trust under s 127 of the Corporations Act:)))	
Signature of Director	Signature of Director/Company Secretary (Delete title which does not apply)
Print name in full	Print name in full

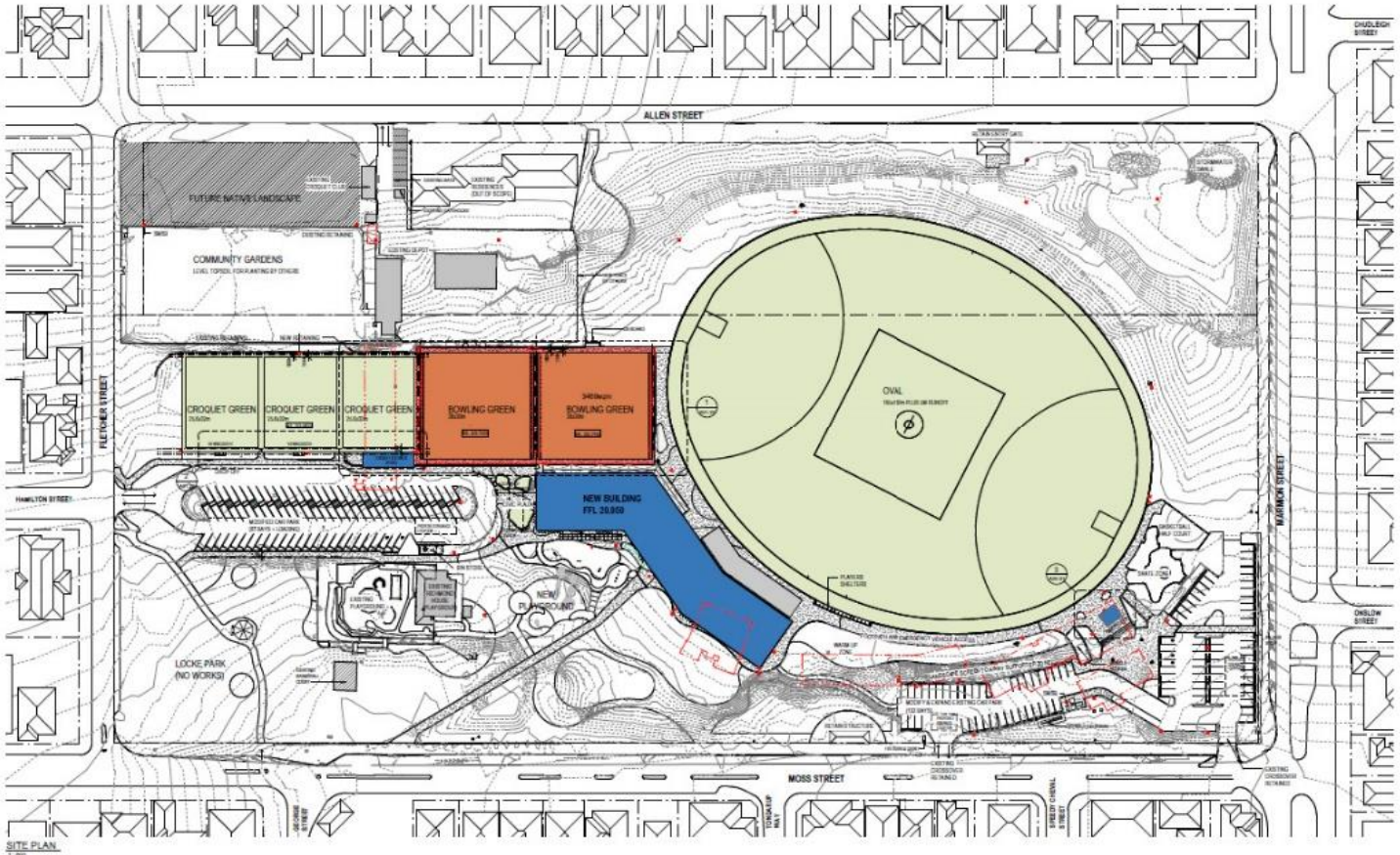
The common seal of **East Freo Playgroup Inc.** was hereunto affixed to this deed pursuant to the constitution of East Fremantle Playgroup Inc. in the presence of each of the undersigned each of whom declares by the execution of this document that he or she holds the office in East Freo Playgroup Inc. indicated under his or her name:)))

Office Holder Sign	Office Holder Sign (Delete title which does not apply)
Full Name (please print)	Full Name (please print)
Address	Address
Office Held	Office Held

Annexure A

Minister's Consent Letter

Annexure B – EFCP Plan



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THE INFORMATION CONTAINED IN THIS DOCUMENT IS COPYRIGHT AND MAY NOT BE USED OR REPRODUCED FOR ANY OTHER PROJECT OR PURPOSE.

DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS GOVERN.

ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.

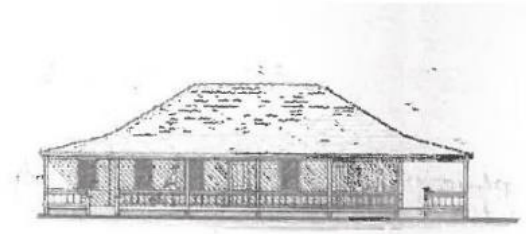
ALL DIMENSIONS SHALL BE VERIFIED ON SITE BEFORE PROCEEDING WITH THE WORK. RELEVANT PARTY SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES.

THIS DRAWING MUST BE READ IN CONJUNCTION WITH ALL RELEVANT CONTRACTS, SPECIFICATIONS, REPORTS AND DRAWINGS.

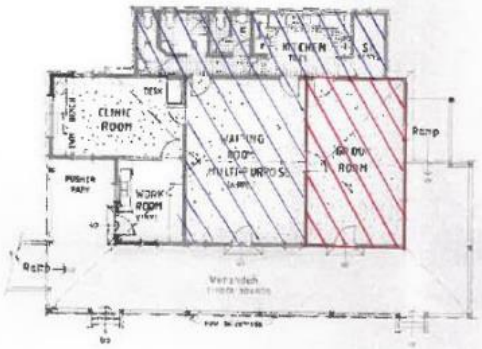
THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION UNLESS ENDORSED FOR CONSTRUCTION AND AUTHORISED FOR ISSUE.

No.	Date	Revision / Issued To	By
A	10.08.21	CLIENT REVIEW	MH
B	13.08.21	CLIENT REVIEW	MH
C	16.08.21	CLIENT REVIEW	MH
D	17.08.21	CLIENT REVIEW	MH
E	18.08.21	CLIENT REVIEW	MH
F	19.08.21	CLIENT REVIEW	MH
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Annexure C – SGCC Building Plan

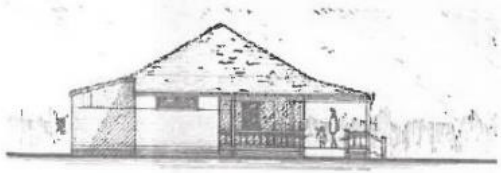


(FRONT) NORTH ELEVATION
1:100



FLOOR PLAN
1:100

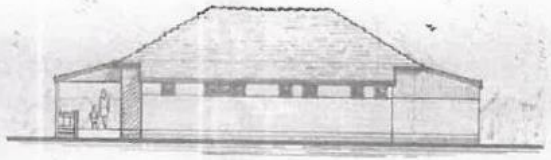
EAST FREMANTLE CHILD HEALTH CENTRE LOCKE PARK



EAST ELEVATION
1:100



WEST ELEVATION
1:100



SOUTH ELEVATION
1:100



BRIAN ADCROFT ARCHITECT
45 FRANCIS STREET NORTHBRIDGE WA 6003

SK I
JOB No. 93-115-A

SUB LEASE – PORTION OF RESERVE 24703, 44 MOSS STREET, EAST FREMANTLE

Dated 2024

PARTIES

TOWN OF EAST FREMANTLE
(Head Landlord)

BELGRAVIA HEALTH AND LEISURE GROUP PTY LTD
(Landlord)

CHILD AND ADOLESCENT HEALTH SERVICE
(Tenant)

State Solicitor's Office
Commercial and Conveyancing
28 Barrack Street
Perth WA 6000
Telephone : (08) 9264 1888
Ref: SSO: 2600-21

TOWN of EAST FREMANTLE

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Schedule

Item 1	**Head Landlord** **TOWN OF EAST FREMANTLE** of PO Box 1097 Fremantle Western Australia
Item 2	**Landlord** **BELGRAVIA HEALTH AND LEISURE GROUP PTY LTD (ACN 005 087 463)** as trustee for the Belgravia Leisure Unit Trust of Level 4,102 Albert Road South Melbourne Victoria
Item 3	**Tenant** **CHILD AND ADOLESCENT HEALTH SERVICE** a health service provider established under section 32 of the *Health Services Act 2016*, pursuant to the *Health Services (Health Service Providers) Order 2016* published in the Government Gazette on 17 June 2016 of Perth Children's Hospital 15 Hospital Avenue Nedlands Western Australia Pursuant to section 41(7) of the *Health Services Act 2016*, the Executive Director, Procurement Infrastructure & Contract Management has been authorised by the Child and Adolescent Health Service to execute this Lease on its behalf.
Item 4	**Land** Lot 6229 on Diagram 1243 and being part of the land in Certificate of Crown Land Title Volume LR 3017 Folio 75
Item 5	**Premises** That part of the building constructed on the Land as is delineated and hachured in red on the Premises Plan.
Item 6	**Term** The term commencing on the Commencement Date and expiring on the Expiry Date. **Commencement Date**: The date immediately after the date of approval of this Lease by the Minister for Lands under section 18 of the *Land Administration Act* 1997. **Expiry Date**: 31 March 2029
Item 7	**Option to Extend this Lease** (1) **First Option Period**: 5 years commencing on 1 April 2029

(2) **Second Option Period:**

Not Applicable

(3) **Third Option Period**:

Not Applicable

Item 8	**Rent**
	$1.00
Item 9	**Outgoings**
	Net Lettable Area of the Premises at the Commencement Date:____
	Net Lettable Area of the Building at the Commencement Date:____
	Tenant's Share at the Commencement Date:____
Item 10	**Notices**
	If to the Landlord:
	Attention: The Chief Executive Officer
	Address 135 Canning Highway, East Fremantle WA 6158
	Email admin@eastfremantle.wa.gov.au
	If to the Tenant:
	Attention: Area Manager, Leasing, Property & Fleet
	Address Child & Adolescent Health Service
	Locked Bag 2010, Nedlands WA 6909
	Email CAHSProperty&Leasing@health.wa.gov.au
Item 11	**Additional Provisions**

(1) Signs

The Landlord agrees to the Tenant installing signage on the Land of a type, size and in a position agreed by the Landlord identifying the child health centre and its location.

(2) Approval of the Minister for Lands

This Lease is subject to and conditional on the prior approval of the Minister for Lands under section 18 of the *Land Administration Act 1997*. A copy of the Minister's approval is attached as **Annexure 2.**

(3) Use of Common Areas within the Building

The Lessee acknowledges that use of the Waiting Room/Multi-purpose Room, Kitchen, Storeroom and Toilets is shared with the East Fremantle Playgroup.

(4) Sublease

(a) The Tenant must not do anything which would cause the Landlord to be in breach of the Head Lease.

(b) The Tenant acknowledges receiving a copy of the Head Lease. The Landlord must promptly give the Tenant a copy of any variations to that Head Lease or any new Head Lease.

(c) The parties acknowledge and agree that this Lease will automatically terminate if the Head Lease is validly terminated.

(d) The parties acknowledge and agree that if the Head Lease is validly terminated, the Head Landlord may require the Tenant to enter into a lease of the Premises with the Head Landlord on the same terms and conditions as are contained in this Lease mutatis mutandis (including the same Rent) for the remainder of the Term and including any options.

(5) Parking

The Tenant may use any car parking bays provided on the Land.

LEASE made 2024

BETWEEN: The party or parties named in item 1 of the Schedule.
("**Head Landlord**")

AND The party named in item 2 of the Schedule.
("**Landlord**")

AND: The party named in item 3 of the Schedule.
("**Tenant**")

RECITALS

A. The Landlord is the lessee of the Building.

B. On 18 June 2016 the Child and Adolescent Health Service was established pursuant to an order made under section 32 of the *Health Services Act 2016* (WA).

C. The Landlord with the consent of the Head Landlord (evidenced by the Head Landlord's execution of this Lease) has agreed to sub lease the Premises to the Tenant on the terms and conditions set out in this Lease.

AGREEMENT

1. Definitions and Interpretation

1.1 Definitions

In this Lease :

(a) "**Air Conditioning Equipment**" means the plant, chilled water piping, electrical installations, ductwork and diffusers used to heat, cool, circulate and extract air throughout the Building;

(b) "**Australian Property Institute**" means the Australian Property Institute (Inc.) Western Australian Division;

(c) "**Authority**" includes any governmental or public authority of any kind;

(d) "**Building**" means the building known as Richmond House in which the Premises are situated including any modifications, extensions or alterations to the Building and the Landlord's Property;

(e) "**Business Day**" means a day which is not a Saturday, Sunday or public holiday in Perth, Western Australia;

(f) "**Commencement Date**" means the date specified in Item 6 of the Schedule;

(g) "**Common Areas**" means those parts of the Land and Building set aside or designated for the use of the occupiers of the Building or members of the public

generally in common with each other and the Landlord, including but not limited to the Toilets, Kitchen, Storeroom and Waiting Room/Multi-Purpose Room;

(h) **Environmental Laws** means all Laws regulating or otherwise relating to the environment including laws relating to land use planning, heritage, pollution, contamination, public and occupational health and safety, or any other aspect of protection of the environment;

(i) "**Expiry Date**" means the date specified in Item 6 of the Schedule;

(j) "**Government Tenant**" includes any corporation or other legal entity owned or controlled by a state or federal Government, and any person, agent, authority or other instrumentality acting for or exercising the power of a state or federal Government;

(k) "**GST**" has the meaning given in section 195-1 of the GST Act;

(l) "**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999*;

(m) **Head Lease** means a lease dated 2 April 2024 made between the Head Landlord as lessor and the Landlord as lessee of the premises described in that lease for a term of 5 years commencing on 2 April 2024 and expiring on 1 April 2029] and any subsequent lease of those premises entered into by the Head Landlord as lessor and the Landlord as lessee.

(n) "**Input Tax Credit**" has the meaning given in section 195-1 of the GST Act;

(o) "**Insolvency Event**" means the happening of any of the following events in relation to a party:

(a) the party is unable to pay all the party's debts as and when they become due and payable or the party has failed to comply with a statutory demand as provided in section 459F of the *Corporations Act 2001*, or the party is deemed to be unable to pay the party's debts under section 585 of the *Corporations Act 2001*;

(b) a meeting is convened to place the party in voluntary liquidation or to appoint an administrator;

(c) an application is made to a court for the party to be wound up;

(d) the appointment of a controller (as defined in section 9 of the *Corporations Act 2001*) of any of the party's assets;

(e) the party proposes to enter into or enters into any form of arrangement (formal or informal) with the party's creditors or any of them, including a deed of company arrangement;

(f) the party becomes an insolvent under administration, as defined in section 9 of the *Corporations Act 2001*; or

(g) anything else or having a similar effect to the events described happens to a party, including a party who is a natural person.

(p) "**Kitchen**" means that part of the Building identified on the Premises Plan as the "Kitchen".

(q) "**Land**" means the land described in item 3 of the Schedule;

(r) "**Landlord**" includes:

(a) in the case of a person, that person's executors, administrators and assigns; and

(b) in any other case, the Landlord's successors and assigns;

(s) "**Landlord's Property**" means the plant, equipment, fixtures, fittings and any other Landlord's property in the Premises;

(t) "**Law**" means any law, whether common law or any law under any statute, ordinance or code and includes subordinate legislation;

(u) "**Lease**" means this Sub Lease;

(v) "**Official Requirement**" means any requirement, notice, order or direction properly given by any Authority;

(w) "**Premises**" means the premises described in item 4 of the Schedule;

(x) "**Premises Plan**" means the premises plan annexed hereto as **Annexure 1**.

(y) "**Primary Payment**" means any payment by the Tenant to the Landlord under this Lease;

(z) "**quarter**" means a 3 month period;

(aa) "**Rates and Taxes**" includes all rates, taxes, land taxes calculated on the basis that the Land is the only land owned by the Landlord, and other charges of any kind imposed by an Authority in relation to the Land or the Building;

(bb) "**reinstatement works**" means the work necessary to:

(a) reinstate the Premises; and

(b) make the Premises fit for occupation and use and accessible by the Tenant.

(cc) "**Rent**" means the rent stated in Item 8 of the Schedule;

(dd) "**Schedule**" means the schedule at the beginning of this Lease;

(ee) "**Services**" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services

and all other services or systems provided in the Building or available for the Tenant's use whether provided by the Landlord or any Authority;

(ff) "**Storeroom**" means that part of the Building identified on the Premises Plan as the "Storeroom".

(gg) "**Taxable Supply**" has the meaning given in section 195-1 of the GST Act;

(hh) "**Tax Invoice**" has the meaning given in section 195-1 of the GST Act and in the *A New Tax System (Goods and Services Tax) Regulations 1999*;

(ii) **"Tenant"** includes the Tenant's successors and permitted assigns;

(jj) "**Tenant's Agents**" includes:

(a) the sublessees, employees, agents, contractors, invitees and licensees of the Tenant; and

(b) any person on the Premises by the authority of a person specified in paragraph (a);

(kk) **"Tenant's Employees"** means each of the Tenant's employees, contractors and agents and those persons over whom the Tenant exercises control at the Premises;

(ll) **"Tenant's Property"** means the property of the Tenant brought into, installed or erected in the Premises (and includes any property acquired from a former occupier of the Premises);

(mm) **Tenant's Share** means the same proportion which the net lettable area of the Premises bears to the total net lettable area of the premises the subject of the assessment as set out in item 9 of the Schedule;

(nn) **"Term"** means the term of this Lease stated in Item 6 of the Schedule;.

(oo) **Toilets** means that part of the Building identified on the Premises Plan as the "Toilets";

(pp) **"Utilities"** means all gas, electricity, telephone, water and communications services provided in the Building or available for the Tenant's use whether provided by the Landlord or any Authority.

1.2 **Interpretation**

In this Lease :

(a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;

(b) words expressed in the singular include the plural and vice versa;

(c) words expressed in one gender include the other genders;

(d) a reference to a person includes a natural person, partnership, joint venture, association, or corporation and a government or any governmental, local authorities and agencies;

(e) a reference to a party to a document includes that party's successors personal representatives and permitted assigns;

(f) an agreement on the part of 2 or more persons binds them jointly and severally;

(g) a reference to a body, other than a party to this Lease (including an institute, association or authority), whether statutory or not:

(a) which ceases to exist; or

(b) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(h) where a general description of a thing, including a right or obligation, is followed by a specific instance or example of that thing, that specific instance or example does not limit the scope of the general description;

(i) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;

(j) references to clauses and parties are references to clauses of, and parties to, this Lease and a reference to a subclause is a reference to a subclause in the clause in which the reference appears;

(k) all the provisions in the Schedule are incorporated in and form part of this Lease;

(l) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;

(m) a reference to a statute includes a regulation, rule, by-law, requisition and order made under that statute and any amendment to or re-enactment of that statute, regulation, rule, by-law, requisition or order for the time being in force;

(n) a reference to a document, including this Lease, includes each document or agreement varying or replacing that document;

(o) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day;

(p) a reference to 'dollars' and $ is to Australian currency;

(q) month means a calendar month;

(r) 'including' and 'includes' are not words of limitation;

(s) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;

(t) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(u) an accounting term is a reference to that term as it is used in accounting standards under the *Corporations Act 2001* (Cth), or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;

(v) time is a reference to Perth Western Australia time; and

(w) a reference to the "State" in this Lease includes the Crown in right of the State of Western Australia whether body corporate or otherwise, and the State of Western Australia's departments, agencies and instrumentalities.

1.3 **Written Notices**

If a provision of this Lease requires a notice to be given by a party, it must be in writing unless the provision states that it may be given orally.

1.4 **Whole Agreement**

The terms contained in this Lease comprise the whole agreement between the Landlord and the Tenant.

1.5 **Lease to Operate as Deed**

This Lease operates as a deed on execution by the Landlord and the Tenant.

1.6 **Change of Landlord**

The Landlord is released from the Landlord's obligations under this Lease which arise after the date the Landlord ceases to be the lessee of the Land subject to the new lessee of the Land becoming bound (by operation of Law or otherwise) by all the Landlord's obligations under this Lease from the same date.

2. Term and Holding Over

2.1 **Term**

The Landlord leases to the Tenant and the Tenant takes a lease of the Premises for the Term commencing on the Commencement Date and terminating on the Expiry Date subject to the provisions of this Lease.

2.2 **Quiet Enjoyment**

If the Tenant complies with the Tenant's obligations under this Lease, the Tenant may use the Premises without interruption or disturbance from the Landlord or any person claiming by, through or under the Landlord.

2.3 **Holding Over**

(a) If the Tenant continues to occupy the Premises after the Expiry Date or after any extended term without objection by the Landlord (except under a lease arising from the valid exercise of an option to renew) the following provisions apply provided that such period of occupation remains less than the term of the Head Lease (including any period of holding over under the Head Lease).

(b) The Tenant occupies the Premises as a monthly tenant at a total rent equal to 1/12th of the aggregate of the rent and other money payable by the Tenant to the Landlord under this Lease immediately before the monthly tenancy commenced, payable monthly in advance the first of the monthly payments to be made on the day following the Termination Date.

(c) As far as applicable, the monthly tenancy otherwise continues on the terms and conditions of this Lease.

(d) The monthly tenancy may be terminated at any time by either the Landlord or the Tenant giving to the other not less than 1 month's notice ending on any date.

2.4 **Other Occupiers**

The Landlord must not, and the Landlord must use its best endeavours to ensure other occupiers of the Building and the Land do not, create any nuisance, disturbance, obstruction or security risk or do anything that interferes with or affects the Tenant's use of the Premises, the Building and the Land.

3. Rent

The Tenant must pay the Rent to the Landlord on demand.

4. Utilities

4.1 **Charges for Utilities**

The Tenant must pay by the due date all charges for Utilities supplied to the Premises, as invoiced by the relevant supplier.

4.2 **Not separately metered**

The Tenant must pay to the Landlord the Tenant's Share of any Utilities which are not separately metered within 28 days after receiving an invoice in respect thereof from the Landlord.

4.3 **Amount Payable**

If any Utilities are supplied to the Premises by the Landlord, the Landlord must:

(a) charge the Tenant for those Utilities at the rate at which the Utilities are supplied to the Landlord; and

(b) in relation to electricity, water and gas consumption charges, provide the Tenant with documentation which is reasonably sufficient for the Tenant to verify the charge including meter reading details and a copy of the invoice issued by the relevant supplier.

4.4 **Utilities to the Premises**

The Tenant may make the Tenant's own arrangements direct with a supplier of a Utility.

4.5 **Electrical Installations**

The Tenant must not:

(a) make any alterations or additions to the electrical installations or wiring on the Premises without the Landlord's consent, which will not be unreasonably refused or delayed or conditioned;

(b) install any electrical equipment which overloads the cables, switchboards or sub-boards through which electricity is conveyed to the Premises; or

(c) interfere with or obstruct access to the Air Conditioning Equipment or fire alarm or prevention system installed in the Premises.

5. Use of the Premises

5.1 **Permitted Use**

The Tenant may only use the Premises for a child health centre unless the Landlord consents to another use.

5.2 **Restrictions on Use**

The Tenant must not:

(a) carry on any noxious or offensive trade or business on the Premises;

(b) cause any nuisance to occupiers of adjacent premises;

(c) interfere with or obstruct the operation of or access to the Services or overload any Service;

(d) use any facilities in or near the Premises or in the Building, including the toilets and drains, for any improper purpose;

(e) suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises;

(f) suffer or permit a person to smoke inside any building or other enclosed area on the Premises; or

(g) pollute or contaminate, or permit the pollution or contamination of, the Premises, the Building or the Land or surrounding land by garbage, refuse, waste matter, oil and other pollutants.

6. Maintenance and Repair

6.1 Repair of Premises

The Landlord must keep the Premises in good repair and condition except for any damage deliberately or wilfully caused by the Tenant which the Tenant must repair.

6.2 Cleaning

(a) The Tenant must keep the Premises clean and tidy; and

(b) store all waste and garbage in proper containers.

6.3 Cleaning Service

The Tenant will be required to arrange for its own cleaners to clean the Premises and it will not be responsible for the payment of cleaning costs of the Premises to the Landlord.

7. Alterations

7.1 Restriction

(a) The Tenant must not without prior written consent:

(a) from the Landlord;

(b) from any other person from whom consent is required under this Lease; or

(c) required under statute in force from time to time, including but not limited to the planning approval of the Landlord under a town planning scheme of the Landlord;

make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises.

7.2 **Consent**

(a) If the Landlord and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 7.1** the Landlord may:

(a) consent subject to conditions; and

(i) require that work be carried out in accordance with plans and specifications approved by the Landlord or any other person giving consent; and

(ii) require that any alteration be carried out to the satisfaction of the Landlord under the supervision of an engineer or other consultant; and

(b) if the Landlord consents to any matter referred to in **clause 7.1**:

(i) the Landlord gives no warranty that the Landlord will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and

(ii) the Tenant must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

7.3 **Cost of Works**

All works undertaken under this **clause 7** will be carried out at the Tenant's expense.

7.4 **Conditions**

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

(a) carry out those other works at the Tenant's expense; or

(b) permit the Landlord to carry out those other works at the Tenant's expense,

in accordance with the Landlord's requirements.

8. Legal Obligations

8.1 **Compliance with Laws and Official Requirements**

The Tenant must comply with and observe any law or Official Requirement concerning the Tenant's use or occupation of the Premises or the gender or number of persons in the Premises.

8.2 **Structural Alterations**

The Tenant is not required under clause 8.1 to do or pay for structural alterations or additions except those arising from the nature of the Tenant's business.

9. Common Areas

9.1 **Tenant May Use**

The Tenant and the Tenant's Agents have the non-exclusive right to use the Common Areas for the purposes for which they are designed or intended in common with the Landlord and other persons authorised by the Landlord.

9.2 **Control and Safety**

The Landlord is responsible for the control of the Common Areas and any other parts of the Building not leased to a tenant. The Landlord shall ensure that the Common Areas are properly maintained, safely lit and kept in a clean and safe condition at all times. The Tenant shall comply with any reasonable directions or requirements of the Landlord in relation to its use of the Common Areas.

9.3 **Damage to Common Areas**

The Tenant shall at its cost repair any damage to the Common Areas caused by the Tenant or the Tenant's Agents.

9.4 **Indemnity**

The indemnity contained in clause 13 applies to the Tenant's use of the Common Areas as if they comprised part of the Premises.

10. Management of the Building by Landlord

10.1 **Safety and Security**

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

10.2 **Right to Enter**

The Landlord may after giving at least 2 Business Days notice to the Tenant (or in an emergency, without notice) enter the Premises to do any one or more of the following things:

(a) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease

(b) maintain or repair the Building and equipment in the Building;

(c) maintain, repair, alter or remove the Services; or

(d) carry out work to the Building (including the Premises) or any other work required by an Authority; or

(e) to do all matters or things to rectify any breach by the Tenant of any term of this Lease but the Landlord is under no obligation to rectify any breach and any rectification under this subclause (5) is without prejudice to the Landlord's other rights, remedies or powers under this Lease.

10.3 **Minimise disruption**

If the Landlord does anything permitted by clause 10.2 the Landlord must use reasonable endeavours to not disrupt the Tenant's use of the Premises and must promptly make good any damage to the Tenant's Property caused by the Landlord.

11. Tenant's Rights in relation to use of Building

11.1 **After Hours Access**

The Tenant may have access to the Premises at all times whether or not during normal business hours, but the Tenant must comply with the Landlord's reasonable requirements relating to safety and security in connection with access outside normal business hours.

11.2 **Cabling**

Subject to clause 7, the Tenant may use risers or spaces within the Building provided for the running of computer and other electrical, data and communications cabling for the occupants' use, for the running of that cabling as long as the Tenant ensures that:

(a) the running of the computer and other electrical, data and communications cables in the Building does not cause irreparable damage to the Building; and

(b) the Building is secured where the computer and other electrical, data and communications cables are run; and

(c) the use of the Building for the running of the computer and other cabling is reasonable, having regard to the needs of the other tenants or occupiers.

12. Assignment and Subletting

12.1 **Assignment and Subletting Permitted with Consent**

The Tenant may assign this Lease or sublet all or part of the Premises with the Landlord's, the Minister for Lands and the Head Landlord's consent.

12.2 **Requirements for Assignment**

The Landlord and the Head Landlord will not unreasonably refuse their consent to the assignment or unreasonably delay that consent if the Tenant first makes a written application to the Landlord and the Head Landlord for consent and:

(a) the incoming tenant is a Government Tenant;

(b) the Tenant is not in default under this Lease (disregarding a default which has been remedied by the Tenant or waived by the Landlord);

(c) the Tenant provides evidence that the incoming tenant is a respectable, responsible and solvent person; and

(d) the Tenant and the incoming tenant sign a deed, in a form prepared or approved by the Landlord at the cost of the Tenant, requiring the incoming tenant to comply with the Tenant's obligations under this Lease.

12.3 **Requirements for Subletting**

The Landlord and the Head Landlord will not unreasonably refuse their consent to the subletting of the Premises or unreasonably delay that consent if the Tenant first makes a written application to the Landlord and the Head Landlord for consent and :

(a) the Tenant is not in default under this Lease (disregarding a default which has been remedied by the Tenant or waived by the Landlord); and

(b) the Tenant provides evidence that the incoming tenant is a respectable, responsible and solvent person; and

(c) the Tenant and the incoming sub-tenant sign a sub-lease, in a form prepared or approved by the Landlord at the cost of the Tenant, requiring the incoming sub-tenant to comply with the Tenant's obligations under this Lease

12.4 **Exclusion of Property Law Act**

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

12.5 **Tenant Released**

From the date that the Tenant assigns this Lease, subject to compliance with clause 12.2, the assignor Tenant is released from all its obligations under this Lease.

13. Indemnity

13.1 **Tenant Responsible**

The Tenant is responsible and liable for all negligent or wrongful acts or omissions of the Tenant's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Tenant.

13.2 **Indemnity**

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

(a) any loss whatsoever (including loss of use);

(b) injury or damage of, or to, any kind of property or thing; and

(c) the death of, or injury suffered by, any person,

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

(d) the use or occupation of the Premises by the Tenant or the Tenant's Agents;

(e) any work carried out by or on behalf of the Tenant on the Premises;

(f) the Tenant's activities, operations or business on, or other use of any kind of, the Premises;

(g) any default by the Tenant in the due and punctual performance, observance and compliance with any of the Tenant's covenants or obligations under this Lease; or

(h) a negligent or wrongful act or omission of the Tenant.

13.3 **Obligations Continuing**

The obligations of the Tenant under this clause:

(a) are unaffected by the obligation of the Tenant to take out insurance, and the obligations of the Tenant to indemnify are paramount, however if insurance money is received by the Landlord for any of the obligations set out in this clause then the Tenant's obligations under **clause 13.2** will be reduced by the extent of such payment;

(b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

13.4 **No indemnity for Landlord's negligence**

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

13.5 **No indemnity for Head Landlord's negligence**

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

13.6 **Release**

(1) The Tenant:

(a) agrees to occupy and use the Premises at the risk of the Tenant; and

(b) releases to the full extent permitted by law, the Landlord, the Head Landlord and the Minister for Lands from:

(i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Tenant's use or occupation of the Premises; and

(ii) loss of or damage to the Premises or personal property of the Tenant,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Landlord, the Head Landlord or either of their servants, agents, contractors or invitees.

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

14. Insurance

14.1 **Insurance required**

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

(a) adequate public liability insurance for a sum not less than $20 million in respect of any one claim or such greater amount as the Landlord may from time to time reasonably require;

(b) insurance to cover the Tenant's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Tenant can and does ordinarily insure in their full replacement value, and loss from theft or burglary; and

(c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Tenant employed in, about or on the Premises.

14.2 **Details and receipts**

In respect of the insurances required by **clause 14.1** the Tenant must:

(a) upon renewal of any insurance policy immediately forward to the Landlord copies of Certificates of Currency and details of the insurances as held by the Tenant;

(b) promptly pay all premiums and produce to the Landlord each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and

(c) notify the Landlord immediately:

(i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or

(ii) when a policy of insurance is cancelled.

14.3 **Tenant May be Required to Pay Excess on Insurances**

The Tenant agrees with the Landlord that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 14.1**.

14.4 **Not to invalidate**

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

(a) render any insurance effected under **clause 14.1** or **17.1** void or voidable; or

(b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

14.5 **Report**

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

(a) any damage to the Premises of which they are or might be aware; and

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

14.6 **Settlement of claim**

The Tenant may not without prior written consent of the Landlord, settle or compromise any claims under any policy of insurance required by **clause 8.1**.

14.7 **Insurance for CAHS**

Clauses 14.1, 14.2, 14.3 and 14.6 do not apply whilst the Tenant is the Child and Adolescent Health Service or a Government Tenant and instead the following will apply:

(a) The Tenant must at its own expense during the Term effect, maintain and keep current with the Western Australian government's self-insurance fund:

(i) public liability insurance for a sum not less than the sum $20,000,000.00 in respect of any one occurrence, unlimited in the aggregate;

(ii) insurance for the Tenant's Property for full reinstatement value ; and

(iii) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Tenant employed in, about or on the Premises.

(b) As and when requested by the Landlord, the Tenant must give to the Landlord's reasonable satisfaction sufficient evidence of the existence of those insurances or provide certificates of currency in respect of those insurances.

15. Landlord's Obligations Concerning Premises and Building

15.1 **No warranty**

The Landlord gives no warranty:

(a) as to the suitability of the Premises for the use permitted under this Lease; or

(b) that the Landlord will issue any consents, approvals, authorities, permits or licences required by the Tenant under any statute for its use of the Premises.

15.2 **Capacity of Electrical Supply**

The Landlord must not reduce the capacity of the electrical supply available to the Premises below the level applying at the Commencement Date other than in the case of an emergency or where a reduction in the capacity of the electrical supply is required for any reason beyond the control of the Landlord.

15.3 **Maintenance of the Building**

The Landlord must:

(a) maintain the Building (including the Premises) and the Common Areas in good repair, order and condition and in accordance with any applicable statutory requirements;

(b) use reasonable endeavours to rectify any condition of the Premises giving rise to a foreseeable risk of personal injury or to human safety or health to any person entering upon the Premises.

15.4 **Moisture Penetration**

(a) Subject to subclause (2), if there is moisture penetration into the Premises which causes the Tenant's use of the Premises to be unreasonably prevented or interrupted, the Landlord must as soon as practicable (following notice by the Tenant of the moisture penetration) use reasonable endeavours to repair and, if necessary, modify the Building to stop the moisture penetration re-occurring.

(b) If, in the opinion of the Landlord, it is not reasonably practicable or would be unreasonably costly to repair or modify the Building to stop the moisture penetration re-occurring, the Landlord may elect not to undertake such repairs or modifications and in such case either party may terminate this Lease by thirty (30) days notice to the other.

15.5 **Environmental Laws**

The Landlord must comply with all Environmental laws.

15.6 **Occupational Health**

The Landlord warrants that the Premises conform to and are consistent with all applicable notices and directions of the WorkSafe Commissioner pursuant to the *Work Health and Safety Act 2020* (WA) unless they relate to the Tenant's fitout of the Premises or are issued as a result of the Tenant's work or activities..

16. Landlord's Obligations Concerning Services

The Landlord will not be held liable for any cost, damage or loss to the extent the provision of the Services, for example lifts, mechanical, electrical or hydraulic services, are substantially affected by or, substantially controlled by, an action or inaction of an external party or authority, body, union, statute, regulation or notice issued by any competent authority which the Landlord has no direct control over unless it is as a result of the Landlord's negligence or default in relation to the maintenance of, or provision of the Service. In these circumstances, the Landlord will use its best endeavours to ensure the Services are provided, maintained or reinstated within a reasonable period of time.

17. Landlord's General Obligations

17.1 **Insurance**

The Landlord must insure the Building against damage by fire, storm, tempest and usual insurable risks including risk of damage to plate glass and providing for replacement of cracked or broken plate glass.

17.2 **Smoking**

If after the Tenant executes of this Lease the Landlord grants a lease of premises located on the Building, the Common Areas or the immediate surroundings of the Building, that lease must include a provision that the tenant and the tenant's employees, contractors and agents are prohibited from smoking in those premises and in the Common Areas.

17.3 **Grounds**

If there are lawns, gardens or other landscaped areas on the Land, the Landlord must use reasonable endeavours to maintain them.

18. Default and Termination

18.1 **Tenant's Default**

The Tenant is in default if :

(a) the Tenant fails to comply with any of the Tenant's obligations under this Lease within 28 days after the Landlord has given the Tenant a notice specifying the default and requiring it to be remedied; or

(b) the Tenant repudiates this Lease.

18.2 **Forfeiture of Lease**

Subject to giving any prior demand or notice required by any Law or this Lease and subject to the Landlord first obtaining the written consent of the Head Landlord to the termination of this Lease, if the Tenant is in default in any manner specified in clause 18.1 the Landlord may:

(a) re-enter and take possession of the Premises and this Lease terminates immediately that occurs; or

(b) by notice to the Tenant, terminate this Lease on the date of giving the notice or on any later date.

18.3 **Tenant may rectify Landlord's Default**

If :

(a) the Tenant becomes entitled to terminate this Lease under any provision of this Lease; or

(b) the Landlord defaults under this Lease and has not remedied the default or taken reasonable steps to remedy it by 28 days after the Tenant has given the Landlord notice of the default,

the Tenant may terminate the Lease by written notice to the Landlord and clause 19 shall apply.

19. Termination of Term

19.1 No Redecoration or Make Good

The Landlord acknowledges and agrees that on expiry or sooner determination of the Term the Tenant is not required to:

(a) redecorate the Premises at any time during the Term of this Lease, during any Option Period, or upon termination;

(b) make good the Premises;

(c) re-instate the Premises to base building standard and configuration;

(d) remove any of the Tenant's Property; or

(e) repair or replace any floor coverings.

19.2 Leave Premises clean and in good repair

On the expiry of the Term or within 90 Business Days after the earlier termination of this Lease, the Tenant must:

(a) leave the Premises in a clean and tidy condition in accordance with this Lease, fair wear and tear excepted; and

(b) if requested by the Landlord, steam clean the carpet in the Premises.

19.3 Removal of Tenant's Property

The Tenant may remove any part of the Tenant's Property from the Premises at any time before termination of this Lease and must repair any damage to the Premises caused by removal of the Tenant's Property.

19.4 Non-removal

(a) If the Tenant does not remove the Tenant's Property or any part of it before the expiry of the Term or within 90 Business Days after the earlier termination of this Lease, the Landlord must give notice to the Tenant of any Tenant's Property which has not been removed and allow the Tenant access to the Premises for the purpose of removing it within 5 Business Days after the notice is given.

(b) If any of the Tenant's Property comprising loose furniture has not been removed within that time, the Landlord will treat that loose furniture as if it has become the Landlord's Property and deal with it in a manner it considers appropriate.

20. Damage and Destruction

20.1 Definitions

In this clause 20.1:

(a) "**abatement notice**" means a notice given under clause 20.2(a);

(b) **"reinstatement works"** means the work necessary to:

(a) reinstate the Premises; and

(b) make the Premises fit for occupation and use and accessible by the Tenant.

20.2 **Abatement**

(a) If at any time:

(a) the Premises are wholly or partly unfit for occupation and use by the Tenant; or

(b) access to the Premises is either wholly or partly interfered with having regard to the nature and location of the Premises and the normal means of access to them;

as a result of:

(c) destruction or damage;

(d) the presence of or the removal of asbestos;

(e) the existence of bacteria of a type or in a quantity harmful to the health of persons in the Premises (other than bacteria caused by the Tenant); or

(f) construction, rebuilding or alteration of the Premises, the Building, or any adjoining building,

then the Tenant may notify the Landlord of the relevant event and the parts of the Premises affected and the extent to which they are affected and from the date that the event occurred the Rent payable by the Tenant are to abate in whole or in part according to the circumstances.

(b) If clause 20.2(a) applies, the remedies for:

(a) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or

(b) enforcement of the obligation to repair and maintain;

are suspended in whole or in part from the date of the abatement notice until the Premises are reinstated or otherwise made fit for the Tenant's occupation and use and fully accessible.

20.3 **Tenant or Landlord May Terminate**

If clause 20.2(a) applies, then at any time after 2 months from the date the abatement notice, the Tenant or the Landlord may terminate this Lease by notice to the other party unless within that period of 2 months the reinstatement works have been carried out.

21. Miscellaneous

21.1 **Notices**

Any notice, or other communication including any request, demand, consent or approval to or by a party under this Lease:

(a) must be in writing;

(b) must be addressed to a party and may be delivered by courier, mailed by registered post or faxed, in accordance with the details set out in Item 9 of the Schedule or any other address notified by a party to the other;

(c) must be signed by a person authorised by the sender or signed by a solicitor on behalf of the sender; and

(d) will be treated as having been given by the sender and received by or served on the addressee:

(a) if by delivery in person - when delivered to the addressee;

(b) on the day which is the fifth Business Day after the date of posting – where posted by registered post within Australia to an address within Australia;

(c) on the day which is the eighth Business Day after the date of posting - where posted by air mail registered post from a place within Australia to an address outside Australia or posted from a place outside Australia to an address within Australia; and

(d) by facsimile transmission – on the date of transmission where a transmission report is produced by the facsimile machine by which the facsimile message was transmitted which indicates that the facsimile message was transmitted in its entirety to the facsimile number of the recipient, but if the transmission (in the case of facsimile) is on a day which is not a Business Day or is after 5:00pm (addressee's time) it will be treated as having been duly given on the succeeding Business Day at 9:00am.

(e) If transmission of business correspondence and legal notices by facsimile becomes obsolete or falls out of use generally and a party notifies the other party to that effect, the provisions of this clause 21.1 relating to service of notices by facsimile ceases to apply.

21.2 **Caveat and Registration**

(a) The Tenant may lodge a subject to claim caveat in respect of the Premises in relation to the Tenant's interests under this Lease, but must withdraw that caveat after the Tenant has ceased to have any interest in the Premises under this Lease.

(b) If the Tenant requires, this Lease is to be registered on the title to the Land. The costs of registration must be paid by the Tenant. The Landlord must do everything required of the Landlord to enable this Lease to be registered as soon as reasonably possible after the Commencement Date.

21.3 **Severance**

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

(b) Clause 21.3(a) has no effect if the severance alters the substance of this Lease or is contrary to public policy.

21.4 **Accrued rights**

The termination of this Lease (including by way of forfeiture) does not affect the rights or remedies of either party against the other party in relation to a breach of this Lease by a party before the termination of this Lease.

21.5 **Cumulative Rights**

The rights, powers, authorities, discretions and remedies arising out of or under this Lease are cumulative and do not exclude any other right, power, authority, discretion or remedy of a party.

21.6 **Proper Law and jurisdiction**

(a) This Lease is governed by, and to be interpreted in accordance with, the Laws in force in Western Australia.

(b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia and courts of appeal from them.

(c) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 21.1.

21.7 **Waiver and estoppel**

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy under any Law or under this Lease by a party does not preclude, or operate as a waiver of, the exercise

or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or under this Lease.

(b) A waiver given by a party under this Lease is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No course of dealings between the parties removes the requirement under clause 21.7(b) that a waiver must be in writing to be effective and binding upon the parties.

(d) No waiver of a breach of a term of this Lease operates as a waiver of any other breach of that term or of a breach of any other term of this Lease.

21.8 **Further Assurance**

Each party must do all things and execute all further documents necessary to give full effect to this Lease and the transactions provided for by this Lease.

21.9 **Variation**

This Lease must not be changed or modified in any way subsequent to its execution except in writing by the parties.

21.10 **Entire Agreement**

This Lease supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties with respect to the subject matter of this Lease.

21.11 **Continuing Application of Provisions**

To the extent that the provisions of this Lease confer rights and impose obligations on the parties in respect of matters occurring after termination of this Lease, those provisions will survive and not merge in termination, and will continue to apply and remain in full force and effect for the benefit of the parties according to their terms.

21.12 **Non-merger**

The warranties, undertakings and indemnities in this Lease will continue in full force and effect until the respective rights and obligations of the parties have been fully performed and satisfied.

21.13 **Relationship of the parties**

(a) Nothing in this Lease gives a party authority to bind the other party in any way.

(b) Neither this Lease, nor the relationship created by it, is intended to create, and will not be construed as creating any partnership or joint venture or fiduciary relationship, as between the parties.

21.14 **Supervening legislation**

Any present or future legislation which operates to vary the obligations of a party under this Lease with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Law.

21.15 **Time of the Essence**

Time is of the essence in relation to the rights and obligations set out in this Lease.

22. GST

22.1 **Payments exclusive of GST**

The amount of all Primary Payments specified in this Lease is exclusive of GST.

22.2 **Primary Payment Increased**

If GST is payable by the Landlord in respect of a Primary Payment or any part in connection with a Taxable Supply provided under this Lease:

(a) the Primary Payment is increased by an amount equal to the applicable GST; and

(b) the Tenant must pay the amount of the increase in the same manner and on the same date as the Tenant is required to pay the Primary Payment.

22.3 **Adjustment**

If the Primary Payment consists (wholly or partly) of the recovery by the Landlord of all or a portion of the Landlord's costs, the Primary Payment is to be reduced by the amount (or corresponding proportion) of the Input Tax Credits available to the Landlord in respect of these costs and then increased by any applicable GST payable under clause 22.1.

22.4 **Tax Invoice**

If a Primary Payment is to be increased to account for GST under clause 22.1 the Landlord must, at least 28 days before the increased Primary Payment is to be paid, issue a Tax Invoice to the Tenant.

23. Option to Extend

23.1 **First Option Period**

If a period is stated in Item 7(1) of the Schedule ("**First Option Period**") the Tenant has the option to extend this Lease for the First Option Period, subject to the Landlord having first been granted an extension of the Head Lease by the Head Lessor and that extension of the Head Lease has been approved by the Minister for Lands (if required),

if the Tenant is not in default under this Lease when the option is exercised. This option may be exercised by the Tenant notifying the Landlord in writing that the Tenant wants to extend this Lease for that period at least 3 months before the Expiry Date. The grant of an extension of the Lease is subject to the consent of the Minister for Lands (if required).

23.2 **Terms and Conditions**

If this Lease is extended under clause 23.1 all the provisions of this Lease continue to apply, except the option in clause 23.1.

24. Dispute Resolution

24.1 **Negotiation**

(a) If there is a dispute or difference arising out of or in connection with this Lease, then within 15 Business Days of a party notifying the other party in writing of the dispute or difference, a representative from each party must meet and use all reasonable endeavours acting reasonably to resolve the dispute or difference by joint discussions.

(b) The meeting of the representative from each party will be without prejudice except to the extent of any agreements made, recorded and signed by the attendees.

24.2 **Independent expert**

(a) If a dispute or difference arising out of or in connection with this Lease is unable to be resolved in accordance with clause 24.1, at the request of either the Landlord or the Tenant the dispute or difference is to be determined:

(a) in the case of a financial or accounting matter, by a practising chartered accountant who is a member of The Institute of Chartered Accountants of Australia (WA Division) appointed for that purpose by the then President of that body;

(b) in the case of a construction matter, by a member of Engineers Australia (WA Division) appointed for that purpose by the then President of that body;

(c) in the case of value, by a valuer who is a member of the Australian Property Institute appointed for that purpose by the then President of that body;

(d) in any other case, a qualified person appointed by the senior officer for the time being of an appropriate association, institution, society or board agreed upon by the Landlord and the Tenant (and failing agreement within 3 Business Days then as appointed by the then President of The Law Society of Western Australia (Inc) at the request of either the Landlord or the Tenant).

(b) If a dispute or difference needs to be resolved under this clause 24.2 and it relates to more than one area of expertise, the parties may agree to the appointment of a panel of independent experts which represents the appropriate skills in accordance with clause 24.2(a).

(c) In making a determination, the appointed person must act as an expert and not as an arbitrator.

(d) The appointed person must make a written determination containing reasons as soon as possible after appointment, but must give each party the opportunity to make written submissions and give consideration to any submissions made.

(e) The cost of the determination must be paid by both parties in equal shares unless otherwise decided by the appointed person.

(f) The decision of the appointed person will be final and binding on the parties except in the case of manifest error or where either party has not been provided with a fair opportunity to make submissions in relation to the matter in issue.

(g) For the avoidance of doubt the parties acknowledge that matters of law cannot be made the subject of dispute resolution pursuant to this clause and the parties are entitled to pursue their legal rights in respect of such matters without reference to this clause.

24.3 **Continuation of rights and obligations**

Despite the existence of a dispute or difference each party must continue to perform its obligations under this Lease.

25. Additional Provisions

The special terms, covenants and conditions (if any) set out in Item 11 of the Schedule ("**Additional Provisions**") are deemed to be incorporated into this Lease as if fully set out in the body of this Lease and, in the event of there being any inconsistency with the terms, covenants and conditions contained in the body of this Lease, then the Additional Provisions prevail.

EXECUTED as a Deed.

Executed as a Deed for and on behalf of the **TOWN OF EAST FREMANTLE** by persons duly authorised to do so under section 9.49A(4) of the *Local Government Act* 1995 (WA).

.....	.....
(Signed)	(Signed)
.....	.....
(Position)	(Position)
.....	.....
(Print Full Name)	(Print Full Name)

Executed by
Belgravia Health & Leisure Group Pty Ltd
(ACN 005 087 463) as trustee for the Belgravia Leisure Unit Trust
pursuant to s127 of the *Corporations Act 2001* (Cth)

Director Signature	Director / Secretary Signature
Director Name (Please Print)	Director / Secretary Name (Please Print)

Signed by [ ])
Executive Director for and on behalf of)
CHILD AND ADOLESCENT HEALTH)
SERVICE in accordance with Section 41) _____
of the Health Services Act 2016) Signature
in the presence of:) Date:

_____ Witness sign

_____Witness Print Full Name

_____ Witness Print Address

_____ Witness Print Occupation

14 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

14.1 MAYOR O'NEILL – EAST FREMANTLE COMMUNITY PARK – AIR QUALITY AND DUST MONITORING RESULTS

"The CEO to present a report to the August 2024 OCM on the air quality and dust monitoring recordings and results taken during the demolition, earth works (including irrigation works), waste removal, and construction of the East Fremantle Community Park.

Report to include but not limited to:

- **The period to be from the commencement of demolition to the end of April 2024.*
- **Was air quality and dust monitored continuously during this period with particular attention given during demolition and earthworks?*
- **The report to clarify the appropriateness of the air quality and dust monitoring system and data collection in relation to the type of demolition carried out. (The demolition included a large concrete, metal, timber and perhaps asbestos building largely constructed in the 1950s and 60s, major excavation and removal of waste and 'on site' spreading of sand, and construction methods).*
- **Were results always within acceptable industry standards and what preventative action and monitoring of complaints was undertaken by relevant parties, including the Town of East Fremantle. Was the air monitoring checked in reference to these complaints?*
- **Given the site contained a significant amount of previously dumped rubbish were soil samples taken and tested for 'typically expected' contaminants across the site in line with industry standards?*
- **Have the mulch/ wood chips, after some sites in the eastern states were found to be contaminated, been 'certified'?*
- *Were 'complaints' during the above period recorded, investigated, and responded to by the relevant parties?"*

OFFICER ADVICE IN REGARD TO THE NOTICE OF MOTION

Dust monitoring

The builder was required to implement control measures to mitigate the escape of dust from site as far as practically possible. However, it became apparent dust suppression methods were not wholly effective during demolition/ earth moving operations. The Town requested more effective dust suppression measures be applied to address the problem from early January 2023, which resulted in the implementation of additional measures, including:

- Large water cannons;
- Additional water carts,
- Running additional water connections to increase the water pressure, and
- Bulk loading activities suspended as required by the builder.

To ensure dust levels were monitored, the builder installed three (3) dust monitoring stations to determine if the dust levels from the site exceeded the 50ug/m3 NEPM per 24hr dust average standard. Dust monitoring reports were provided from 7 December 2022 through to 13 April 2023. These reports outlined when the levels exceeded the acceptable standard under NEPM.

In summary, the levels exceeded the required period on two occasions, as detailed below:

- Report 03 (4th January 2023 – 17th January 2023) - during this period there was one (1) recorded exceedance of the 50ug/m3 NEPM 24hr dust average: 11 January 2023 at the northwest and northeast monitoring locations.

- Report 04 (18th January 2023 – 31st January 2023) - during this period there was one (1) recorded exceedance of the 50ug/m3 NEPM 24hr dust average: 22 January 2023 at the northwest monitoring location.

Based on these reports, the builder exceeded the acceptable NEPM dust standard twice during the four-month time frame. Dust monitoring ceased after the major demolition and earth moving was completed.

During the demolition of the original buildings, complaints were received which were monitored and addressed as required. The Town worked closely with the principal contractor and corresponded with Department of Energy, Mines, Industry Regulation and Safety regarding dust mitigation during the demolition phase of the project.

When construction works commenced on the building the Town requested that areas of the site, including the oval, be further hydro-mulched in an effort to suppress dust.

Visual inspections and public complaints received about dust were raised with the principal contractor. In addition to hydro mulching additional watering was undertaken.

Air Quality
No assessment was made of the air quality. The Department of Water and Environmental Regulation (DWER) operates a Pollution Response Unit with the ability to monitor air quality. The Town did not contact DWER and request assistance due to the low number of complaints and the responses and actions undertaken by the principal contractor.

Complaints Handling
Complaints received during the period of redevelopment of the East Fremantle Community Park were recorded and responded to by Town officers. Complaints were also forwarded to the principal contractor.

Soil Testing
Soil samples were taken for the southern and eastern banks and tested for asbestos contaminants in line with industry standards. No contaminants were found that exceeded industry standards.

Mulch/ Woodchips
The Town reported plastic in the mulch to the principal contractor as a defect on 15 April 2024. The mulch was then hand-picked to remove the plastic. Approximately one bucket of small pieces of plastic were removed from the site. This amount is less than 0.05% allowable standard under AS4454.

No identifiable asbestos contaminants have been located in the mulch following several inspections by officers: however, the mulch has not been tested for the presence of asbestos.

Other
The motion requests a report be provided by the next ordinary meeting of Council on 18 June 2024. It is envisaged that external advice will need to be obtained to help prepare a report, as there would be a requirement for technical knowledge or expertise regarding standards applicable to air quality, soil testing and dust management. This requirement for external advice will likely result in the report not being available by the 18 June 2024 meeting. As such it is recommended that a minor change to the motion be made to allow the report to be presented to Council by the ordinary meeting of Council scheduled for 18 August 2024 (or earlier if available).

14.2 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 102105

RECOMMENDATION:

Moved Mayor O'Neill, seconded Cr Natale

That Council instruct the CEO to present a report at the 18 August OCM (or earlier if available) on the air quality and dust monitoring recordings and results taken during the demolition, earth works (including irrigation works), waste removal, and construction of the East Fremantle Community Park.

(CARRIED UNANIMOUSLY 9:0)

For: **Mayor O'Neill, Crs Wilson, Collinson, Donovan, Harrington, Natale, White, Maywood & McPhail.**

Against: **Nil**

15 NOTICE OF MOTION FOR CONSIDERATION AT THE NEXT MEETING

Nil

16 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

17 NEW BUSINESS OF AN URGENT NATURE

Nil

18 MATTERS BEHIND CLOSED DOORS

Nil

19 CLOSURE

There being no further business, the Presiding Member declared the meeting closed at 8.14pm

*I hereby certify that the Minutes of the ordinary meeting of the **Council** of the Town of East Fremantle, held on **21 May 2024**, Minute Book reference **1.** to **19.** were confirmed at the meeting of the Council on*

18 JUNE 2024

Presiding Member