

# AGENDA

## Council Meeting Tuesday, 15 July 2025 at 6:30 PM

### **Disclaimer**

The purpose of this Council meeting is to discuss and, where possible, make resolutions about items appearing on the agenda.

Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a member or officer, or on the content of any discussion occurring, during the course of the meeting. Persons should be aware that the provisions of the Local Government Act 1995 (section 5.25 (e)) establish procedures for revocation or rescission of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person.

The Town of East Fremantle expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a member or officer, or the content of any discussion occurring, during the course of the Council meeting.

### **Copyright**

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## Procedure for Deputations, Presentations and Public Question Time at Council Meetings

Council thanks you for your participation in Council Meetings and trusts that your input will be beneficial to all parties. Council has a high regard for community input where possible, in its decision making processes.

<b>Deputations</b> A formal process where members of the community request permission to address Council or Committee on an issue.	<b>Presentations</b> An occasion where awards or gifts may be accepted by the Council on behalf of the community, when the Council makes a presentation to a worthy recipient or when agencies may present a proposal that will impact on the Local Government.
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### Procedures for Deputations

The Council allows for members of the public to make a deputation to Council on an issue related to Local Government business.

Notice of deputations need to be received **by 5pm on the day before the meeting** and agreed to by the Presiding Member. Please contact Executive Support Services via telephone on 9339 9339 or email [admin@eastfremantle.wa.gov.au](mailto:admin@eastfremantle.wa.gov.au) to arrange your deputation.

Where a deputation has been agreed to, during the meeting the Presiding Member will call upon the relevant person(s) to come forward and address Council.

A Deputation invited to attend a Council meeting:

- (a) is not to exceed five (5) persons, only two (2) of whom may address the Council, although others may respond to specific questions from Members;
- (b) is not to address the Council for a period exceeding ten (10) minutes without the agreement of the Council; and
- (c) additional members of the deputation may be allowed to speak with the agreement of the Presiding Member.

Council is unlikely to take any action on the matter discussed during the deputation without first considering an officer's report on that subject in a later Council agenda.

### Procedure for Presentations

Notice of presentations being accepted by Council on behalf of the community, or agencies presenting a proposal, need to be received by **5pm on the day before the meeting** and agreed to by the Presiding Member. Please contact Executive Support Services via telephone on 9339 9339 or email [admin@eastfremantle.wa.gov.au](mailto:admin@eastfremantle.wa.gov.au) to arrange your presentation.

Where the Council is making a presentation to a worthy recipient, the recipient will be advised in advance and asked to attend the Council meeting to receive the award.

All presentations will be received/awarded by the Mayor or an appropriate Councillor.



### **Procedure for Public Question Time**

The Council extends a warm welcome to you in attending any meeting of the Council. Council is committed to involving the public in its decision making processes whenever possible, and the ability to ask questions during 'Public Question Time' is of critical importance in pursuing this public participation objective.

Council (as required by the *Local Government Act 1995*) sets aside a period of 'Public Question Time' to enable a member of the public to put up to three (3) questions to Council. Questions should only relate to the business of Council and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Mayor may either answer the question or direct it to a Councillor or an Officer to answer, or it will be taken on notice.

Having regard for the requirements and principles of Council, the following procedures will be applied in accordance with the ***Town of East Fremantle Local Government (Council Meetings) Local Law 2016***:

1. Public Questions Time will be limited to fifteen (15) minutes.
2. Public Question Time will be conducted at an Ordinary Meeting of Council immediately following "Responses to Previous Public Questions Taken on Notice".
3. Each member of the public asking a question will be limited to two (2) minutes to ask their question(s).
4. Questions will be limited to three (3) per person.
5. Please state your name and address, and then ask your question.
6. Questions should be submitted to the Chief Executive Officer in writing by **5pm on the day before the meeting and be signed by the author**. This allows for an informed response to be given at the meeting.
7. Questions that have not been submitted in writing by 5pm on the day before the meeting will be responded to if they are straightforward.
8. If any question requires further research prior to an answer being given, the Presiding Member will indicate that the "question will be taken on notice" and a response will be forwarded to the member of the public following the necessary research being undertaken.
9. Where a member of the public provided written questions then the Presiding Member may elect for the questions to be responded to as normal business correspondence.
10. A summary of the question and the answer will be recorded in the minutes of the Council meeting at which the question was asked.

**During the meeting, no member of the public may interrupt the meetings proceedings or enter into conversation.**

**Members of the public shall ensure that their mobile telephone and/or audible pager is not switched on or used during any meeting of the Council.**

**Members of the public are hereby advised that use of any electronic, visual or audio recording device or instrument to record proceedings of the Council is not permitted without the permission of the Presiding Member.**

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## NOTICE OF MEETING

Elected Members

An Ordinary Meeting of the Council will be held on 15 July 2025 at 6:30 PM in the Council Chamber, Highway, East Fremantle and your attendance is requested.



PETER KOCIAN  
Acting Chief Executive Officer  
**10 July 2025**

# AGENDA

## 1 OFFICIAL OPENING

## 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:*

- 1. this meeting will be audio-recorded*
- 2. 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

### 4.2 APOLOGIES

Jonathan Throssell (CEO)

### 4.3 APPROVED

Cr A McPhail  
Cr A White

## 5 DISCLOSURES OF INTEREST

### 5.1 FINANCIAL

### 5.2 PROXIMITY

### 5.3 IMPARTIALITY

## 6 PUBLIC QUESTION TIME

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

### 6.2 PUBLIC QUESTION TIME

## 7 PRESENTATIONS/DEPUTATIONS

### 7.1 PRESENTATIONS

### 7.2 DEPUTATIONS

## 8 APPLICATIONS FOR LEAVE OF ABSENCE

## 9 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

### 9.1 MEETING OF COUNCIL (17 JUNE 2025)

#### **OFFICER RECOMMENDATION**

That the minutes of the Ordinary meeting of Council held on Tuesday, 17 June 2025 be confirmed as a true and correct record of proceedings

### 9.2 SPECIAL MEETING OF COUNCIL (24 JUNE 2025)

#### **OFFICER RECOMMENDATION**

That the minutes of the Special meeting of Council held on Tuesday, 24 June 2025 be confirmed as a true and correct record of proceedings

9.3 SPECIAL MEETING OF COUNCIL (8 JULY 2025)

**OFFICER RECOMMENDATION**

That the minutes of the Special meeting of Council held on Tuesday, 8 July 2025 be confirmed as a true and correct record of proceedings

10 ANNOUNCEMENTS BY THE PRESIDING MEMBER

11 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

12 REPORTS AND RECOMMENDATIONS OF COMMITTEES

Nil

13 REPORTS OF OFFICERS

Reports start on the next page

### 13.1 VARIATION TO EAST FREMANTLE BOWLING AND CROQUET LICENCE AGREEMENTS

<b>Report Reference Number</b>	OCR-3629
<b>Prepared by</b>	Peter Kocian, A/Chief Executive Officer
<b>Supervised by</b>	Nil
<b>Meeting date</b>	Tuesday, 15 July 2025
<b>Voting requirements</b>	Simple
<b>Documents tabled</b>	Nil

**Attachments**

1. Deed of Variation of Bowling Licence
2. Amended Licence Agreement – Town of East Fremantle and Belgravia Health & Leisure Group Pty Ltd and East Fremantle Bowling Club Inc.
3. Deed of Variation of Croquet Licence
4. Amended Licence Agreement – Town of East Fremantle and Belgravia Health & Leisure Group Pty Ltd and East Fremantle Croquet Club Inc.

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**PURPOSE**

To seek Council approval for the amended Licence Agreements with the East Fremantle Bowling Club and East Fremantle Croquet Club and to authorise the Chief Executive Officer to prepare the attached documents for execution.

The documents cannot be executed until Council has approved the documents and Minister for Lands consent has been obtained to the amended Licence Agreements.

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**EXECUTIVE SUMMARY**

The Licence Agreements are the documents that provides the East Fremantle Bowling Club and East Fremantle Croquet Club the right to occupy and use other parts of East Fremantle Community Park (EFCP) which are not subject to their respective Sublease Agreements. Importantly, the Licence Agreements provides for the profit share arrangement between the Town and the three anchor sporting clubs.

The profit share provisions in the Licence Agreements do require the approval of the Director of Liquor Licensing under section 104 of the Liquor Control Act.

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**BACKGROUND**

At the Ordinary Council Meeting of 21 May 2024, the Licence Agreements for the East Fremantle Bowling Club and East Fremantle Croquet Club were presented to Council for approval. Minister for Lands consent was then obtained, and the Licences were subsequently executed.

At the Ordinary Council Meeting of 6 December 2024, Council resolved a revised food and beverage payment model to be incorporated into the Licence Agreements for the East Fremantle Football Club, East Fremantle Bowling Club and East Fremantle Croquet Club. This has necessitated a variation to the executed Licence Agreements with the East Fremantle Bowling Club and East Fremantle Croquet Club.

At the Special Council Meeting of 8 July 2025, the Licence Agreement for the East Fremantle Football Club was submitted for approval. All three Licence Agreements are consistent.

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## CONSULTATION

Mr Lew Watts, the President of the East Fremantle Bowling Club, has reviewed the amended Licence Agreement and confirmed that he is comfortable in progressing this document for formal approval and execution.

Mr David Fardon, the President of the East Fremantle Croquet Club, has reviewed the amended Licence Agreement and confirmed that he is comfortable in progressing this document for formal approval and execution.

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## STATUTORY ENVIRONMENT

The WA Minister for Lands is required to consent to the amended Licence Agreements prior to their execution. The Director Liquor Licensing is also required to approve the Agreement due to the inclusion of the proposed Food and Beverage revenue sharing model.

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## POLICY IMPLICATIONS

There are no significant policy implications associated with this item.

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## FINANCIAL IMPLICATIONS

The financial implications of entering to the Licence Agreements with all sporting clubs have been thoroughly canvassed in previous Council reports.

Notably, the Council report presented at the ordinary meeting held on 10 December 2024 provided details about the Food and Beverage sharing arrangements with each of the three sports clubs located at East Fremantle Community Park. The agreed revenue sharing model reflects the significant financial contribution made by the Town towards the redevelopment of East Fremantle Community Park, and notes the operating financial model needs to be viable to mitigate the risk for further subsidy by ratepayers. The model also acknowledges that the sporting clubs require a sustainable revenue stream from the operations of Food and Beverage activities at East Fremantle Community Park.

Accordingly, the agreed model provides the three clubs:

- a percentage of gross food and beverage revenue; initially set at 4%, once the Licence Agreements have been executed (of which EFFC would receive a 72% share, EFBC 26% and EFCC 2%); and
- a discount of 10% on club food and beverage purchases for members, in addition to the food and beverage payment above.

To be eligible for the Food and Beverage Payment, the following annual turnover thresholds are required to be met:

- EFFC – \$300,000
- EFBC – \$180,000
- EFCC – Not applicable

The Agreement provides how to determine whether the threshold has been met or not. This will involve an annual reconciliation, and should the threshold not be met, would enable the Town, in its sole and absolute discretion, to direct the Licensor to recover from the Licensee all or any of the Food and Beverage Payments paid to the Licensee in respect of that Licence Year.

In its decision to approve the above revenue sharing model, Council included provision to undertake a review after six months of operation, the purpose being to consider further incentivising the Food and Beverage Payment by considering a sliding scale revenue percentage based on increased turnover thresholds. A sliding scale had been requested by the clubs, and to reflect the following:

- Less than \$3.5 million gross food and beverage revenue: 4%
- Between \$3.5 million and \$4 million gross food and beverage revenue: 5%



- Greater than \$4 million gross food and beverage revenue: 6%

## STRATEGIC IMPLICATIONS

The full activation of East Fremantle Community Park is a strategic priority from a community, financial and reputational perspective.

Approval of the Licence Agreements is a critical step in achieving this objective

## 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)
Council does not approve the Licence Agreement (due to disagreement with part(s) therein)	Possible (3)	Moderate (3)	Moderate (5-9)	REPUTATIONAL Substantiated, public embarrassment, moderate impact, moderate news profile	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	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.

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## COMMENT

The sporting club Licence Agreements have been discussed extensively. Given the Council resolutions from May and December 2024, it is viewed that Councils formal approval of the final documents is an administrative undertaking. Upon execution of the Licence Agreements with the three sporting clubs, a significant milestone will have been achieved as the execution of the Sublease and Licence documents was a condition precedent in the Operator Agreement with Belgravia Health & Leisure Group.

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## CONCLUSION

It is recommended that Council resolves to approve its agreement to the Licence Agreements and authorise the CEO to prepare the Agreements for execution.

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### 13.1 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

#### OFFICER RECOMMENDATION:

**That Council:**

1. approves the following documents as appended to this report:
  - (i) Deed of Variation – Bowling Licence (between the Town of East Fremantle, Belgravia Health & Leisure Group Pty Ltd and East Fremantle Bowling Club Inc.)
  - (ii) Licence Agreement between the Town of East Fremantle and Belgravia Health & Leisure Group Pty Ltd and East Fremantle Bowling Club Inc.
  - (iii) Deed of Variation – Croquet Licence (between the Town of East Fremantle, Belgravia Health & Leisure Group Pty Ltd and East Fremantle Croquet Club Inc.)
  - (iv) Licence Agreement between the Town of East Fremantle and Belgravia Health & Leisure Group Pty Ltd and East Fremantle Croquet Club Inc.
2. authorises the Chief Executive Officer to prepare the documents for execution once approval from the Minister for Lands has been obtained, including making any non-material corrections that may be identified.
3. notes that Belgravia Health & Leisure Group, as the relevant licence holder of the liquor licence, is to seek approval of the Director of Liquor Licensing of the profit share provisions contained within the Licence Agreements.

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## REPORT ATTACHMENTS

Attachments start on the next page



## Deed of Variation – Bowling Licence

Town of East Fremantle  
(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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Jackson McDonald  
225 St Georges Terrace  
Perth WA 6000  
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t: +61 8 9426 6611  
f: +61 8 9321 2002  
w: [www.jacmac.com.au](http://www.jacmac.com.au)

Contact: Lance Hilton-Barber  
Reference: LHB:7172813

Deed of Variation of Bowling Licence

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## Deed of Variation of Bowling Licence

Date

2025

### Parties

**Town of East Fremantle** (ABN 61 054 006 131) of 135 Canning Highway, East Fremantle, Western Australia, WA, 6158  
(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 3205.  
(Licensor)

**East Fremantle Bowling Club Inc.** (ABN 62 036 436 425) of 1 Carnaby Close, East Fremantle, Western Australia 6158  
(Licensee)

### Recitals

- A. This Deed is supplemental to the Bowling Licence.
- B. The Parties have agreed to vary the Bowling Licence as set out in this Deed.

### 1. Definitions and interpretation

#### 1.1 Definitions

Except as defined and varied in this Deed, to the extent necessary words and phrases used in this Deed have the same meaning as they are defined to have in the Bowling Licence (including any annexures).

**Bowling Licence** means the licence made between the Town, the Licensor as licensor and the Licensee as licensee dated 13 December 2024.

**Deed** means this deed titled "Deed of Variation of Bowling Licence" and includes any schedules and annexures.

**Effective Date** means the date that the last Party signs this Deed.

**Party** or **Parties** mean, respectively, a party or parties to this Deed.

**Varied Bowling Licence** means that version of the Bowling Licence annexed to this Deed as Annexure A.

#### 1.2 Interpretation

In this Deed, unless inconsistent with the context:

- (a) terms defined in this Deed and incorporated into the Varied Bowling Licence, have the same meaning as they are defined to have in this Deed; and

- (b) the interpretation provisions in clause 1.2 of the Bowling Licence are incorporated into and apply to this Deed (as if set out in full within this Deed), except that each reference to "Agreement" is a reference to "Deed".

## **2. Condition Precedent**

- (a) This Deed 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 Deed by the Minister for Lands 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 Deed.

## **3. Variation**

- (a) As and from the Effective Date, the Parties agree that the Bowling Licence is varied and restated in accordance with the Varied Bowling Licence.
- (b) From the Effective Date, each Party agrees to be bound by the Varied Bowling Licence.

## **4. Affirmation of Bowling Licence**

The Bowling Licence, as varied by this Deed, remains in full force and effect and each Party remains bound by the Bowling Licence in accordance with the terms of the Varied Bowling Licence.

## **5. Costs**

Each Party bears its own costs and expenses in relation to the preparation, negotiation and execution of this Deed and the Varied Bowling Licence.

## **6. Inconsistency within this Deed**

To the extent of an inconsistency between the Bowling Licence and the provisions of this Deed, this Deed prevails.

## **7. Execution of this Deed**

- (a) The Parties may execute this Deed in any number of counterparts which taken together constitute one instrument.
- (b) This Deed is binding on both execution and exchange by the Parties. Exchange may be effected by email exchange of counterpart copies sent from the Parties to each other.

Executed by the parties 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

## Deed of Variation of Bowling Licence

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

President

Vice President

Office Holder Sign

Full Name (please print)

Address

Secretary



**Annexure A**  
**Varied Bowling Licence**

**Annexure B**

Minister for Lands' Consent Letter



## 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

---

Jackson McDonald  
225 St Georges Terrace  
Perth WA 6000

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f: +61 8 9321 2002  
w: [www.jacmac.com.au](http://www.jacmac.com.au)

Contact: Lance Hilton-Barber  
Reference: LHB:7172813

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## Bowling Licence Agreement

Date

2025

### Parties

**Town of East Fremantle** of 135 Canning Highway, East Fremantle, Western Australia  
(ABN 61 054 006 131)

(Town)

**Belgravia Health & Leisure Group Pty Ltd** of Level 4, 102 Albert Road, South Melbourne, Victoria  
(ACN 005 087 463) as  
trustee for the Belgravia  
Leisure Unit Trust

(Licensor)

**East Fremantle Bowling Club Inc.** of 1 Carnaby Close, East Fremantle, Western Australia  
(ABN 62 036 436 425)

(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 EFCP 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 Reconciled EFBC Gross Revenue** has the same meaning as defined in clause 6.5(c)(ii).

**Actual Reconciled Food and Beverage Payment Amount** has the same meaning as defined in clause 6.5(c)(iv).

**Actual Reconciled Gross Food and Beverage Revenue** has the same meaning as defined in clause 6.5(c)(i).

**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 Sporting Event** means any competitive bowls games (at all levels and grades) and whether tournaments, pennants or other competitions, which require the use of the Bowling Greens but expressly excludes Pennants Days and EFBC Club Functions.

**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.

**Club Percentage** means 4%.

**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).

**Costs** means any solicitor costs, charges, expenses and disbursements (on a full indemnity basis) and any other third party costs, charges, expenses and disbursements, including any GST.

**Croquet Courts** means the three croquet courts situated within the EFCP and identified as "croquet greens" on the EFCP Plan.

**Croquet Sporting Event** means croquet matches, tournaments and competitions (at all levels and grades) which require the use of the Croquet Courts but expressly excludes EFCC Club Functions.

**Date of FB Provisions Commencement** means the date that the Director of Liquor Licensing has approved the profit share arrangement under clause 6.

**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 Club Function** means any club function initiated, organised and run by the Licensee on a day other than a Pennants Day that involves the priority use of all or any part 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) competition launches;
- (c) club awards nights;
- (d) player presentations;
- (e) hall of fame events; and
- (f) annual and special general meetings,

and, for the first calendar year of the Term, comprises the club functions listed in Schedule 4 (but expressly excludes a Bowling Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFBC Club Members).

**EFBC Club Members** means those members of the Licensee 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 Gross Revenue** means for each relevant period completed, the total gross revenue generated in that period by sales from the Food and Beverage Facilities:

- (a) at EFBC Club Functions; and
- (b) from purchases made by EFBC Club Members on all other occasions not already accounted for under paragraph (a).

**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 Function** means any club function initiated, organised and run by EFCC that involves the priority use of all or any part 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) hall of fame events; and
- (f) annual and special general meetings,

but expressly excludes a Croquet Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFCC Club Members.

**EFCC Club Members** means those members of EFCC who are holders of current membership cards.

**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.

**EFFC** means East Fremantle Football Club Inc. and where the context permits, the expression includes the members, office bearers, staff and invitees of EFFC.

**EFFC Club Function** means any club function initiated, organised and run by EFFC on a day other than a WAFL Match Day that involves the priority use of all or any part of the Function Room and Food and Beverage Facilities pursuant to the Precinct Partners Priority Usage Policy, including but not limited to:

- (a) club fundraising events and charity events;
- (b) season launches;
- (c) club best and fairest presentation nights;
- (d) player presentations;
- (e) premierships reunions;
- (f) hall of fame events; and

- (g) annual and special general meetings,

but expressly excludes a Football Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFFC Club Members.

**EFFC Club Members** means those members of EFFC who are holders of current membership cards.

**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.

**Execution Date** means the date that the last Party signs this Bowling Licence.

**Ex Gratia Payment** means the payment made under clause 6.3.

**Ex Gratia Period** means the period commencing on the 10 December 2024 and ending on the last day of the month in which the Date of FB Provisions Commencement arises.

**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 Club Function, being the hours specified in **Item 7**.

**FB Preliminary Period** means the period commencing on the Date of FB Provisions Commencement and expiring at midnight on the next 30 June.

**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 within the EFCP used for the sale of food and beverages approved by the Licensor (whether on a temporary or permanent basis).

**Food and Beverage Payment** means for each relevant period just completed, the payment to the Licensee calculated in accordance with clause 6.2.

**Football Licence** means the licence over parts of the EFCP between the Licensor as licensor and EFCP as licensee.

**Football Sporting Event** means Australian Rules Football matches, tournaments and competitions (at all levels and grades) which require the use of the Oval but expressly excludes WAFL Match Days and EFCP Club Functions.

**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.

**Gross Food and Beverage Revenue** means the total gross revenue generated in a relevant period by sales from the Food and Beverage Facilities.

**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 for EFBC Club Functions, 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 period commencing at midnight on the day preceding the Commencement Date and expiring at midnight on the next 30 June;
- (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 and Parties means all of them.

**Pennants Day** means the pennants bowls competition played on the Bowling Greens by EFBC Club Members on each and every Saturday for the period of 1 October to 31 March between the hours of 11 am and 6:30 pm.

**Permitted Person** means:

- (a) any player, employee, member, invited guest, officer, contractor or agent of the Licensee; and
- (b) any player, employee, member, officer or invited guest of any club or team playing against any team of the Licensee or playing in any game, tournament or competition hosted by the Licensee,

and includes any invited guest 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 prepared by the Licensor and approved by the Town 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;
  - (i) training activities and programs;
  - (ii) club events and fundraising activities; and
  - (iii) Function Room and Food and Beverage Facilities usage.

**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.

**RCP** means the applicable reconciled Club Percentage which applies to determine the Actual Reconciled Food and Beverage Payment Amount under clause 6.5(d), clause 6.5(e) or clause 6.5(f) (as applicable).

**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) 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 land and developments similar to the EFCP.

**WAFL Match Day** means:

- (a) a West Australian Football League men's home game (whether pre-season, home and away season or finals) involving either at least one game played by EFCP's men's league football team on that day or no less than three games played by EFCP's other competition grade men's football teams on that same day between the hours of:

- (i) 9:00 am and 6:00 pm if the WAFL Match Day comprises day games played on a Saturday or Sunday; or
- (ii) 4:00 pm and 9:30 pm if the WAFL Match Day comprises a night men's league game played on a weeknight or a Saturday night; and
- (b) a West Australian Football League women's home game (whether pre-season, home and way season or finals) involving no less than two games played by EFFC's women's league and one other competition grade women's football teams on that same day between the hours of:
  - (i) 9:00 am and 6:00 pm if the WAFL Match Day comprises two or more day games played on a Saturday or Sunday; or
  - (ii) 4:00 pm and 9:30 pm if the WAFL Match Day comprises two or more night games played on a weeknight or a Saturday night.

**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 conditional 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:
    - (A) on Pennants Days, in relation to that part of the Function Room identified as "Function Area 1" on the Ground Floor of the Building Plan; and
    - (B) for EFBC Club Functions 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.

#### **3.3 Renegotiation if profit share arrangement not approved**

- (a) The Parties acknowledge and agree that clause 6 of this Bowling Licence does not apply unless and until the Director of Liquor Licensing has approved the profit share arrangement under that clause:
- (b) If the profit share arrangements contemplated under clause 6 are not approved by the Director of Liquor Licensing by 31 October 2025, the Parties must act in good faith and use their best endeavours to reach agreement on a replacement mechanism for compensating the Licensee for the loss of the Food and Beverage Payment, on terms acceptable to the Licensee, the Licensor and the Town (each acting reasonably).

### **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 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 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 provisions**

### **6.1 Gross Food and Beverage Revenue**

- (a) The Parties acknowledge and agree that this clause 6.1 will apply on and from the first whole month immediately following the Date of FB Provisions Commencement.
- (b) In respect of each month following the Date of FB Provisions Commencement and for the duration of the Term, the Licensor must, by no later than the 15<sup>th</sup> day after the end of that month:
  - (i) prepare and submit to the Licensee and the Town a statement of the Gross Food and Beverage Revenue for that month just completed (including calculation of the EFBC Gross Revenue for the same period), in a form acceptable to the Licensee (acting reasonably); and
  - (ii) pay to the Licensee an amount equal to the Food and Beverage Payment,

provided that if such a date is not a Business Day, payment may be made on the next Business Day.
- (c) The Licensor must:
  - (i) maintain its books and records in a way that clearly and accurately reflects the Gross Food and Beverage Revenue and the EFBC Gross Revenue for each month and each Licence Year; and
  - (ii) make the relevant books and records in relation to sales from the Food and Beverage Facilities available to the Licensee at any reasonable time after receiving written notice from the Licensee.

### **6.2 Food and Beverage Payment**

- (a) The Food and Beverage Payment for each month will be calculated in accordance with the following formula:

$$\text{FBP} = \text{GFBR} \times \text{Club Percentage} \times 26\%$$

where:

FBP is the Food and Beverage Payment for that month;

GFBR is the Gross Food and Beverage Revenue for that month based on the statement prepared in accordance with clause 6.1(b)(i); and

Club Percentage is 4%.

### **6.3 Ex Gratia Payment**

- (a) The Licensor must, by no later than the 15th day after the end of the last month of the Ex Gratia Period:

- (i) prepare and submit to the Licensee and the Town a statement of the Gross Food and Beverage Revenue for the Ex Gratia Period, in a form acceptable to the Licensee (acting reasonably); and
- (ii) pay to the Licensee an amount equal to the amount of the Ex Gratia Payment,

provided that if such a date is not a Business Day, payment may be made on the next Business Day.

- (b) The Ex Gratia Payment for the Ex Gratia Period will be calculated in accordance with the following formula:

$$\text{EGP} = \text{GFBR} \times \text{Club Percentage} \times 26\%$$

where:

EGP is the Ex Gratia Payment for the Ex Gratia Period;

GFBR is the Gross Food and Beverage Revenue for the Ex Gratia Period based on the statement prepared in accordance with clause 6.3(a)(i); and

Club Percentage is 4%.

#### **6.4 Payment by electronic funds transfer**

The Licensor must pay:

- (a) the Food and Beverage Payment;
- (b) the Ex Gratia Payment (if any); and
- (c) any additional amounts calculated under clause 6.5 as being payable to the Licensee,

by electronic funds transfer to the following bank account (or to such other account notified by the Licensee in writing):

Account name: [ East Fremantle Bowling Club Inc]

BSB: 066121

Account number: 00230168

#### **6.5 End of Year Financial Reconciliation**

- (a) The Parties acknowledge and agree that this clause 6.5 does not apply to the FB Preliminary Period.
- (b) Once the End of Year Financial Reconciliation has been agreed by the Town and the Licensor (or failing such agreement, as determined by an independent expert), the Licensor must provide a copy of that End of Year Financial Reconciliation to the Licensee that includes the information set out in clause 6.5(c).

- (c) The End of Year Financial Reconciliation provided to the Licensee must include:
- (i) a statement showing the actual annual Gross Food and Beverage Revenue for the Licence Year just completed (**Actual Reconciled Gross Food and Beverage Revenue**);
  - (ii) a statement showing the actual annual EFBC Gross Revenue for the Licence Year just completed (**Actual Reconciled EFBC Gross Revenue**);
  - (iii) a statement showing the total of the Food and Beverage Payments paid to the Licensee in the Licence Year just completed; and
  - (iv) a statement showing the applicable total of Food and Beverage Payments that should have been paid to the Licensee in the Licence Year just completed as determined in accordance with the formula set out in clause 6.5(d), 6.5(e) or clause 6.5(f), as applicable (**Actual Reconciled Food and Beverage Payment Amount**).
- (d) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is less than \$3,500,000 (excluding GST), then:
- (i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:  

$$RFBP = GFBR(R) \times RCP \times 26\%$$

where:

RFBP	is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;
GFBR(R)	is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and
RCP	is 4%,

and
  - (ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(d)(i) then:
    - (A) the Licensor must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed; and

- (B) the payment under clause 6.5(d)(ii)(A) must be paid by the Licensor to the Licensee within 20 Business Days of the date the End of Year Financial Reconciliation is agreed by the Town and the Licensor or failing such agreement, the date as determined by the independent expert.
- (e) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is equal to or more than \$3,500,000 (excluding GST) and less than \$4,000,000 (excluding GST), then:
- (i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:
- $$\text{RFBP} = \text{GFBR(R)} \times \text{RCP} \times 26\%$$
- where:
- RFBP is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;
- GFBR(R) is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and
- RCP is 5%,
- and
- (ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(e)(i), then:
- (A) the Licensor must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed; and
- (B) the payment under clause 6.5(e)(ii)(A) must be paid by the Licensor to the Licensee within 20 Business Days of the date the End of Year Financial Reconciliation is agreed by the Town and the Licensor or failing such agreement, the date as determined by the independent expert.
- (f) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is equal to or more than \$4,000,000 (excluding GST), then:

- (i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:

$$\text{RFBP} = \text{GFBR(R)} \times \text{RCP} \times 26\%$$

where:

RFBP is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;

GFBR(R) is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and

RCP is 6%,

and

- (ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(f)(i), then:
- (A) the Licensors must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed; and
- (B) the payment under clause 6.5(f)(ii)(A) must be paid by the Licensors to the Licensee within 20 Business Days of the date the End of Year Financial Reconciliation is agreed by the Town and the Licensors or failing such agreement, the date as determined by the independent expert.

## 6.6 Administration of the Food and Beverage Payment provisions

- (a) The Licensors, Licensee and the Town must act in good faith to:
- (i) monitor the EFBC Gross Revenue by using fobs and tracking sales attributable to EFBC Club Members and other patrons during the events and functions hosted by the Licensee, being Pennants Days, EFBC Club Functions and Bowling Sporting Events; and
- (ii) administer the Food and Beverage Payment provisions provided for in this clause 6.

## 6.7 Promotion of Food and Beverage Facilities

The Licensee must actively promote the Food and Beverage Facilities to the EFBC Club Members and members of the general public via signage and other means (on the terms provided in this Bowling Licence).

### 6.8 EFBC Club Member discount

On and from the Commencement Date (or such earlier date as approved by the Town and the Licensor) until the expiry or earlier termination of this Bowling Licence, each EFBC Club Member will, on presentation of proof of membership, receive a 10% discount on all food and beverage purchases made by that EFBC Club Member from the Food and Beverage Facilities.

### 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 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 EFBC 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:
  - (i) on Pennants Days (provided that the Licensee will only have priority access to that part of the Function Room identified as "Function Area 1" on the Building Plan);
  - (ii) on EFBC Club Functions for the Permitted Use during the Hours of Use; and
  - (iii) on scheduled Bowling Sporting Events (if the Bowling Sporting Event requires the priority use of all or any part of the Function Room).
- (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 for a EFBC Club Function but only for the purpose of cleaning and clearing the Function Room.
- (c) Subject to clause 8.1(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:
  - (i) Pennants Days;
  - (ii) scheduled EFBC Club Functions; or
  - (iii) scheduled Bowling Sporting Events that require the priority use of the Function Room.
- (d) The Licensee acknowledges and agrees that if the Licensee is only using part of the Function Room (being either "Function Area 1" or "Function Area 2"), the Licensor may at its discretion allow the unused part of the Function Room (being either "Function Area 1" or "Function Area 2", as applicable) to be used by the other Precinct Partners or for community or individual hire.
- (e) 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)*.
- (f) The Licensee acknowledges and agrees that EFBC and its Permitted Persons have priority access to the Function Room on WAFL Match Days.



## 8.2 Scheduling EFBC Club Functions

- (a) For the first calendar year of the Term, the EFBC Club Functions will be those as set out in Schedule 4.
- (b) For all calendar years other than the first calendar year, the EFBC Club Functions will, as much as is reasonably practicable, 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 Club Functions, the EFFC Club Functions and the EFCC Club Functions for the forthcoming calendar year.
- (d) The Licensee, EFFC, EFCC and the Licensor will in good faith discuss and endeavour to reach agreement on the scheduling of any other EFBC Club Functions, EFFC Club Functions and EFCC Club Functions that are not known or anticipated during the Allocation Period.
- (e) In discussing and endeavouring to reach agreement on the matters in clauses 8.2(c) and 8.2(d), 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) the training activities and programs of the Licensee, EFFC and EFCC;
  - (vi) for each proposed EFBC Club Function, EFFC Club Function and EFCC Club Function, whether the whole Function Room is required or whether only part of the Function Room is required; and
  - (vii) the historical scheduling of club events and fundraising activities.
- (f) If the Licensor, Licensee, EFFC and EFCC are unable to reach agreement on the matters set out in clauses 8.2(c) and 8.2(d), the Licensor (in consultation with the Town) will determine the EFBC Club Functions, the EFFC Club Functions and the EFCC Club Functions in that calendar year.

## 8.3 Scheduling Bowling Sporting Events

- (a) The Licensee may schedule a Bowling Sporting Event by following the procedures set out in this clause 8.3.
- (b) The Licensee must give the Licensor notice of the proposed Bowling Sporting Event, which notice must include the following information:

- (i) the date or dates of the proposed Bowling Sporting Event (being a date no earlier than two months after the date the Licensee's notice is given to the Licensor under this clause 8.3(b);
  - (ii) the club or sporting organisation responsible for organising the Bowling Sporting Event (if the Licensee is not the organiser of the Bowling Sporting Event);
  - (iii) the anticipated patron attendance for the Bowling Sporting Event;
  - (iv) whether or not the Bowling Sporting Event requires the priority use of the Function Room (provided that the anticipated patron attendance for the Bowling Sporting Event must meet the applicable capacity thresholds specified in clause 8.3(c)); and
  - (v) if the Licensee's notice under this clause 8.3(b) specifies that the Bowling Sporting Event requires the priority use of the Function Room and provided the anticipated patron attendance for the Bowling Sporting Event meets the applicable capacity thresholds specified in clause 8.3(c), whether the Bowling Sporting Event requires the priority use of the whole of the Function Room or just that part of the Function Room identified as "Function Area 2" on the Building Plan.
- (c) The Licensee acknowledges and agrees that, subject to the availability of the Function Room on the dates and times requested by the Licensee, the Licensee may:
- (i) reserve that part of the Function Room identified on the Building Plan as "Function Area 2" for the priority use of the Licensee or the Licensee's nominee for the duration of the Bowling Sporting Event, if the Licensee anticipates that the Bowling Sporting Event will attract at least 500 patrons at any one time but less than 1,000 patrons at any one time; and
  - (ii) reserve the whole of the Function Room (comprising both areas identified on the Building Plan as "Function Area 1" and "Function Area 2") for the priority use of the Licensee or the Licensee's nominee for the duration of the Bowling Sporting Event, if the Licensee anticipates that the Bowling Sporting Event will attract more than 1,000 patrons at any one time.
- (d) The Licensee acknowledges and agrees that if the proposed Bowling Sporting Event requires the priority use of all or any part of the Function Room on a day that is a WAFL Match Day or on a day the Function Room is already reserved for the priority use by EFFC, EFCC or any other third party, the Licensor may decline the request to schedule the Bowling Sporting Event on that date requested by the Licensee.

#### **8.4 Licensor's obligations in relation to Function Room**

- (a) On Pennants Days and on the days of scheduled EFBC Club Functions and scheduled Bowling Sporting Events (that have reserved the use of all or any part of the Function Room), 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 Pennants Day, EFBC Club Function or Bowling Sporting Event (if the Bowling Sporting Event requires the use of all or any part of the Function Room).
- (b) The Licensee must give not less than 7 days' notice prior to the Pennants Day if the Licensee does not require the use of any part of the Function Room, failing which it will be deemed that the Licensor requires the priority use of that part of the Function Room identified as "Function Area 1" on the Building Plan.
- (c) The Licensee must give the Licensor not less than 7 days' notice prior to the Pennants Day, EFBC Club Function or scheduled Bowling Sporting Event (if the Bowling Sporting Event has reserved the use of all or any part of the Function Room) 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 Pennants Day, the EFBC Club Function or Bowling Sporting Event).
- (d) Subject to clauses 8.4(e), 8.4(f) and 8.4(g), 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 8.4(a).
- (e) On Pennants Days the Licensee will only be responsible for the costs incurred by the Licensor in performing its obligations under clause 8.4(a) in respect of that part of the Function Room reserved by the Licensee.
- (f) If:
  - (i) the Licensee gives notice under clause 8.3(b) that it only requires the priority use of part of the Function Room (being either that part of the Function Room identified as "Function Area 1" or "Function Area 2" on the Building Plan); or

- (ii) the scheduled EFBC Club Function only requires the priority use of part of the Function Room (being either that part of the Function Room identified as "Function Area 1" or "Function Area 2" on the Building Plan),

the Licensee will only be responsible for the costs incurred by the Licensor in performing its obligations under clause 8.4(a) in respect of that part of the Function Room reserved by the Licensee.

- (g) If the Licensee gives notice under clause 8.3(b) or 8.4(b) that it does not require the priority use of any part of the Function Room, the Licensor agrees that it will not set aside any part of the Function Room for the priority use of the Licensee or its Permitted Persons and the Licensee will not be responsible for any of the Licensor's costs referred to in clause 8.4(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 Pennants Days and EFBC Club Functions 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 Pennants Days or the duration of the EFBC Club Functions (as applicable).
- (d) If clause 11.3(c) applies:
  - (i) the Licensee must supply the temporary sponsorship signage to the Licensor on or before the Pennants Days or EFBC Club Functions (as applicable);
  - (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 Pennants Day or EFBC Club Function (as applicable).

**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, Pennants Days, EFBC Club Functions or Bowling Sporting 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, contractors and invitees 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 (but not the public at large).

- (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 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.

### **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 8.4(d)) 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
<b>Town</b>	135 Canning Highway, East Fremantle WA 6158	The Chief Executive Officer	admin@eastfremantle.wa.gov.au
<b>Licensor</b>	20 Longstaff Road, Bayswater, Victoria 3153	The Chief Executive Officer	contactus@belgravialeisure.com.au
<b>Licensee</b>	1 Carnaby Close, East Fremantle WA 6158	Lew Watts, President	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 Greens 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 that part of the Bowling Licence Area that the Licensee is using for the EFBC Club Function, Pennants Day or Bowling Sporting Event (as applicable) for the duration of that EFBC Club Function, Pennants Day or Bowling Sporting Event (as applicable) 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.
- (c) Each indemnity survives the termination of this Bowling Licence.

**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 Qualified Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Qualified 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:

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. Hours of Use

Between the hours of 8:30am and 11:00pm (Monday to Saturday) or as otherwise agreed with the Licensor.

Between the hours of 8:30am and 10:00pm (Sunday) or as otherwise agreed with the Licensor.

### 7. Extended Hours of Use

Between the hours of 11:00pm and midnight (Monday to Saturday) or as otherwise agreed with the Licensor.

Between the hours of 10:00pm and 11:00pm (Sunday) 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) 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 Club Functions 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. Not Used****13. EFBC Discretionary Dividend**

$\$DD = 0.2 \times \$TSS$

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 first 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 Bowling Sporting 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	Nil	A Green (1 October to 31 March)  8:00 am to 2:00 pm	A & B Greens (all year)  12:00 noon to 5:30 pm	A & B Greens (1 October to 31 March)  12:00 noon to 5:30 pm	A Green (all year)  2:00 pm to 9:00 pm	A & B Greens (all year)  12:00 noon to 5:30 pm	A & B Greens (all year)  12:00 noon to 5:30 pm
Community	Available all day	A Green (1 October to 31 March)  3:00 pm onwards  A Green (1 April to 30 September)  Available all day  B Green (Available all day)	A & B Greens 8:00 am to 11 am  6:00 pm onwards	A & B Greens (1 October to 31 March)  8:00 am to 11 am  6:00 pm onwards  A & B Greens (1 April to 30 September)  Available all day	A Green (all year)  8:00 am to 1:00 pm  B Green (all year)  Available all day	A & B Greens (all year)  8:00 am to 11 am  6:00 pm onwards	A & B Greens (all year)  8:00 am to 11 am  6:00 pm onwards

Schedule 4  
EFBC Club Function

Date	EFBC Club Function

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

Office Holder Sign

Full Name (please print)

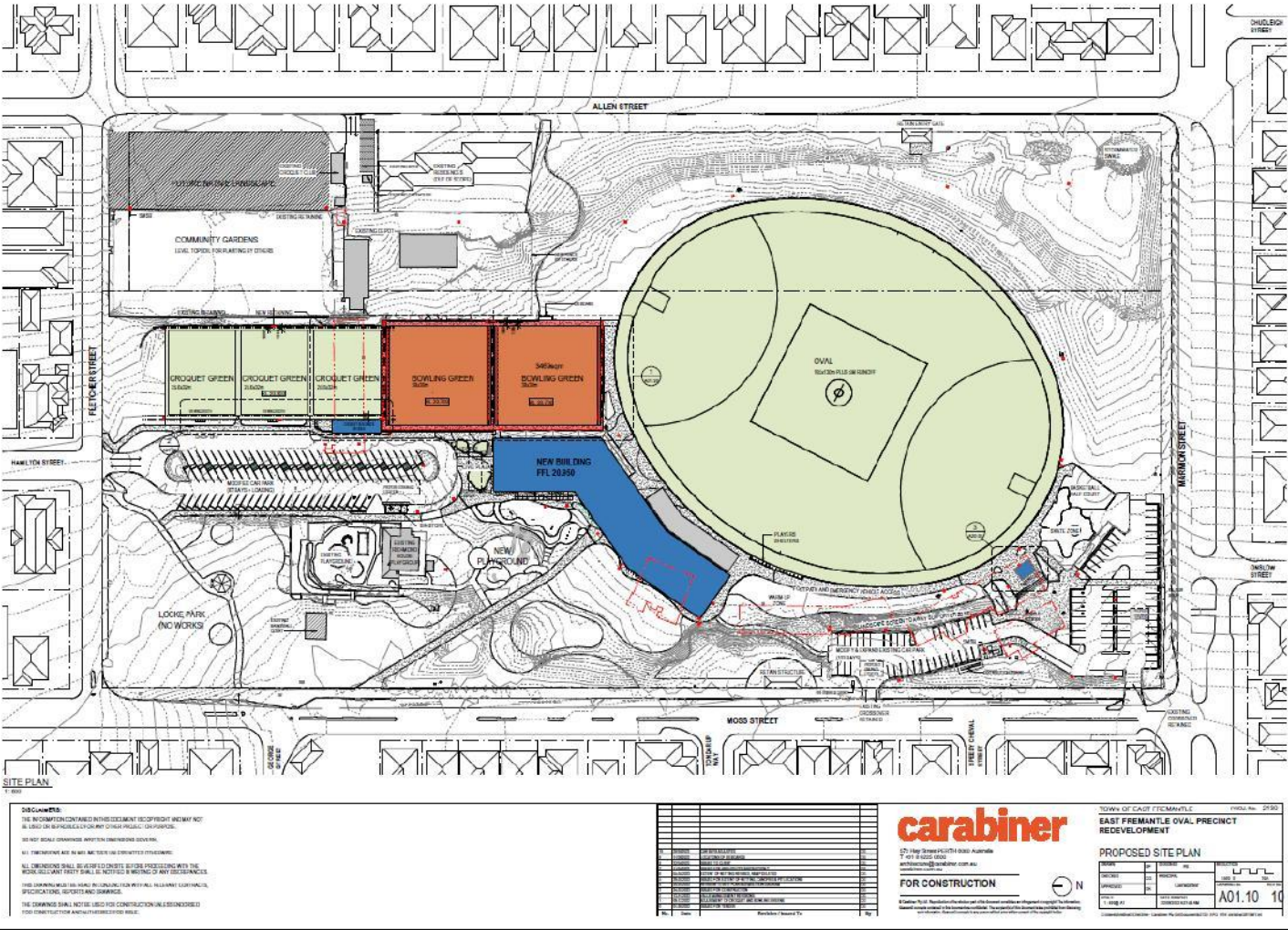
Address

Office Held

## Annexure A

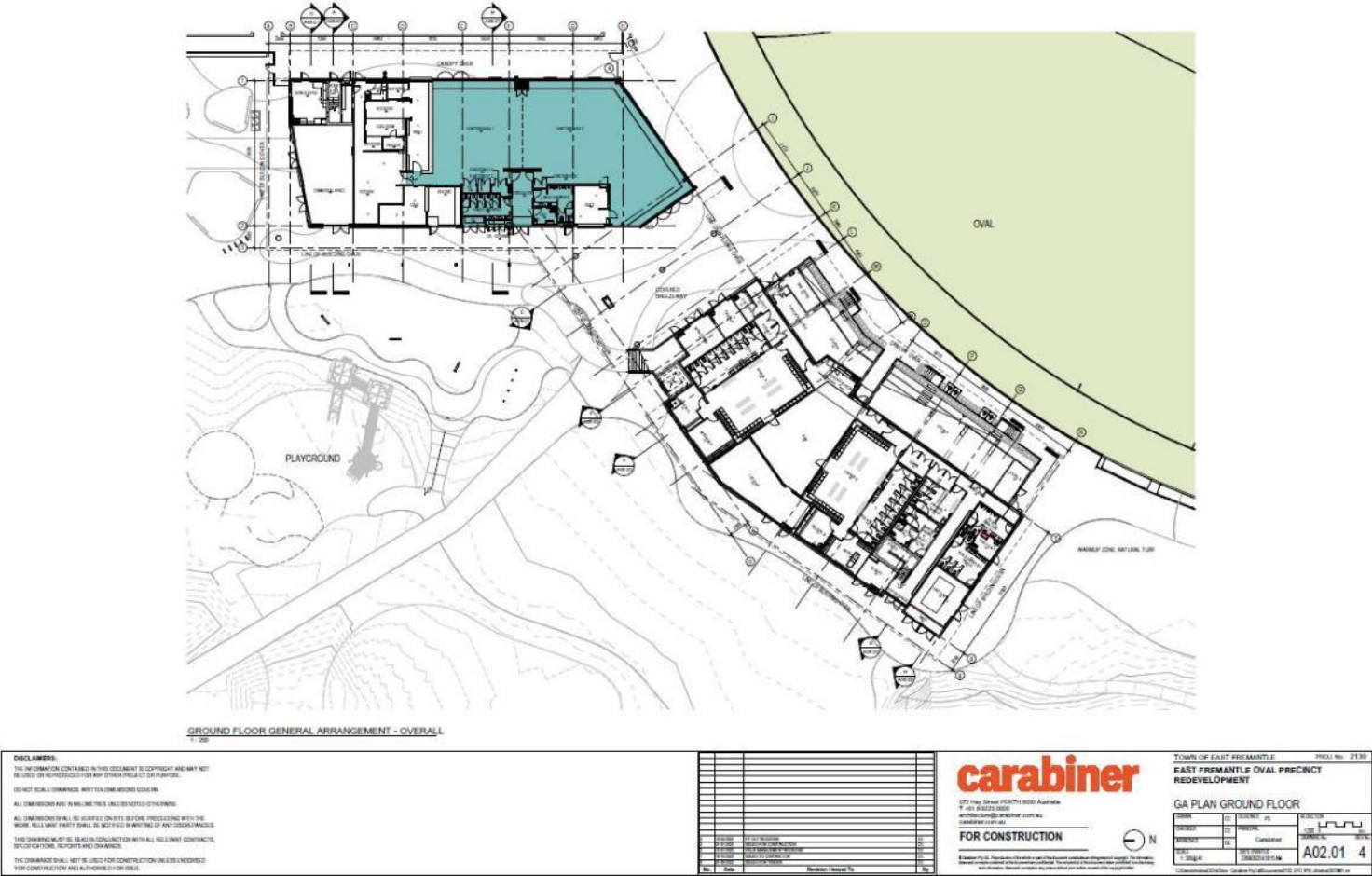
### Minister's Consent Letter

## Annexure B – EFCP Plan





## Annexure C – Building Plan







## Deed of Variation – Croquet Licence

Town of East Fremantle  
(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  
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## Deed of Variation of Croquet Licence

Date

2025

### Parties

**Town of East Fremantle** (ABN 61 054 006 131) of 135 Canning Highway, East Fremantle, Western Australia, WA, 6158  
(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 3205.  
(Licensor)

**The East Fremantle Croquet Club Inc.** (ABN 45 207 641 243) of 1 Carnaby Close, East Fremantle, Western Australia 6158  
(Licensee)

### Recitals

- A. This Deed is supplemental to the Croquet Licence.
- B. The Parties have agreed to vary the Croquet Licence as set out in this Deed.

### 1. Definitions and interpretation

#### 1.1 Definitions

Except as defined and varied in this Deed, to the extent necessary words and phrases used in this Deed have the same meaning as they are defined to have in the Croquet Licence (including any annexures).

**Croquet Licence** means the licence made between the Town, the Licensor as licensor and the Licensee as licensee dated 13 December 2024.

**Deed** means this deed titled "Deed of Variation of Croquet Licence" and includes any schedules and annexures.

**Effective Date** means the date that the last Party signs this Deed.

**Party or Parties** mean, respectively, a party or parties to this Deed.

**Varied Croquet Licence** means that version of the Croquet Licence annexed to this Deed as Annexure A.

#### 1.2 Interpretation

In this Deed, unless inconsistent with the context:

- (a) terms defined in this Deed and incorporated into the Varied Croquet Licence, have the same meaning as they are defined to have in this Deed; and

- (b) the interpretation provisions in clause 1.2 of the Croquet Licence are incorporated into and apply to this Deed (as if set out in full within this Deed), except that each reference to "Agreement" is a reference to "Deed".

## **2. Condition Precedent**

- (a) This Deed 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 Deed by the Minister for Lands 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 Deed.

## **3. Variation**

- (a) As and from the Effective Date, the Parties agree that the Croquet Licence is varied and restated in accordance with the Varied Croquet Licence.
- (b) From the Effective Date, each Party agrees to be bound by the Varied Croquet Licence.

## **4. Affirmation of Croquet Licence**

The Croquet Licence, as varied by this Deed, remains in full force and effect and each Party remains bound by the Croquet Licence in accordance with the terms of the Varied Croquet Licence.

## **5. Costs**

Each Party bears its own costs and expenses in relation to the preparation, negotiation and execution of this Deed and the Varied Croquet Licence.

## **6. Inconsistency within this Deed**

To the extent of an inconsistency between the Croquet Licence and the provisions of this Deed, this Deed prevails.

## **7. Execution of this Deed**

- (a) The Parties may execute this Deed in any number of counterparts which taken together constitute one instrument.
- (b) This Deed is binding on both execution and exchange by the Parties. Exchange may be effected by email exchange of counterpart copies sent from the Parties to each other.

## Deed of Variation of Croquet Licence

Executed by the parties 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



## Deed of Variation of Croquet Licence

Executed as a Deed by **The East** )  
**Fremantle Croquet Club Inc.** 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

(Delete title which does not apply)

Full Name (please print)

Full Name (please print)

Address

Address

Office Held

Office Held

**Annexure A**  
**Varied Croquet Licence**

Deed of Variation of Croquet Licence

**Annexure B**

Minister for Lands' Consent Letter



## 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

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w: [www.jacmac.com.au](http://www.jacmac.com.au)

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Reference: LHB:7172813

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1

Croquet Licence

## Croquet Licence Agreement

Date 2025

### Parties

**Town of East Fremantle** of 135 Canning Highway, East Fremantle, Western Australia  
(ABN 61 054 006 131)

(Town)

**Belgravia Health & Leisure Group Pty Ltd** of Level 4, 102 Albert Road, South Melbourne, Victoria  
(ACN 005 087 463) as  
trustee for the Belgravia  
Leisure Unit Trust

(Licensor)

**The East Fremantle Croquet Club Inc.** of 1 Carnaby Close, East Fremantle, Western Australia  
(ABN 45 207 641 243)

(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 EFCP 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 Reconciled EFCC Gross Revenue** has the same meaning as defined in clause 6.5(c)(ii).

**Actual Reconciled Food and Beverage Payment Amount** has the same meaning as defined in clause 6.5(c)(iv).

**Actual Reconciled Gross Food and Beverage Revenue** has the same meaning as defined in clause 6.5(c)(i).

**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.

**Bowling Sporting Event** means any competitive bowls games (at all levels and grades) and whether tournaments, pennants or other competitions which require the use of the Bowling Greens but expressly excludes Pennants Days and EFBC Club Functions.

**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 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.

**Club Percentage** means 4%.

**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).

**Costs** means any solicitor costs, charges, expenses and disbursements (on a full indemnity basis) and any other third party costs, charges, expenses and disbursements, including any GST.

**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 Sporting Event** means any competitive croquet games (at all levels and grades) and whether tournaments, pennants or other competitions which require the use of the Croquet Courts but expressly excludes EFCC Club Functions.

**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.

**Date of FB Provisions Commencement** means the date that the Director of Liquor Licensing has approved the profit share arrangement under clause 6.

**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.

**EFBC Club Function** means any club function initiated, organised and run by EFBC on a day other than a Pennants Day that involves the priority use of all or any part 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) competition launches;
- (c) club awards nights;
- (d) player presentations;
- (e) hall of fame events; and
- (f) annual and special general meetings,

but expressly excludes a Bowling Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFBC Club Functions.

**EFBC Club Members** means those members of EFBC who are holders of current membership cards.

**EFCC Club Function** means any club function initiated, organised and run by the Licensee that involves the 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) competition launches;
- (c) club awards nights;
- (d) player presentations;
- (e) hall of fame events; and

- (f) annual and special general meetings,

and, for the first calendar year of the Term, comprises the club functions listed in Schedule 3 (but expressly excludes a Croquet Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFCC Club Members).

**EFCC Club Members** means those members of the Licensee who are holders of current membership cards.

**EFCC Gross Revenue** means for each relevant period completed, the total gross revenue generated in that period by sales from the Food and Beverage Facilities:

- (a) at EFCC Club Functions; and
- (b) from purchases made by EFCC Club Members on all other occasions not already accounted for under paragraph (a).

**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 EFCC Services, the EFCC Facilities, courts, playgrounds, car parks and all other buildings and improvements constructed on that part of the Land.

**EFCC Facilities** means the following facilities situated within the EFCCP:

- (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.

**EFFC** means East Fremantle Football Club Inc. and where the context permits, the expression includes the members, office bearers, staff and invitees of EFFC.

**EFFC Club Function** means any club function initiated, organised and run by EFFC on a day other than a WAFL Match Day that involves the priority use of all or any part of the Function Room and Food and Beverage Facilities pursuant to the Precinct Partners Priority Usage Policy, including but not limited to:

- (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,

but expressly excludes a Football Sporting Event and expressly excludes the hire and use of these facilities by third parties, whether or not those third parties are EFFC Club Members.

**EFFC Club Members** means those members of EFFC who are holders of current membership cards.

**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.

**Execution Date** means the date that the last Party signs this Croquet Licence.

**Ex Gratia Payment** means the payment made under clause 6.3.

**Ex Gratia Period** means the period commencing on the 10 December 2024 and ending on the last day of the month in which the Date of FB Provisions Commencement arises.

**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 Club Function, being the hours specified in Item 6.

**FB Preliminary Period** means the period commencing on the Date of FB Provisions Commencement and expiring at midnight on the next 30 June.

**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 within the EFCP used for the sale of food and beverages approved by the Licensor (whether on a temporary or permanent basis).

**Food and Beverage Payment** means for each relevant period just completed, the payment to the Licensee calculated in accordance with clause 6.2.

**Football Licence** means the licence over parts of the EFCP between the Licensor as licensor and EFCF as licensee

**Football Sporting Events** means Australian Rules Football matches, tournaments and competitions (at all levels and grades) which require the use of the Oval and the priority use of all or any part of the Function Room and/or all or any part of the Food and Beverage Facilities but expressly excludes WAFL Match Days and EFCF Club Functions.

**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.

**Gross Food and Beverage Revenue** means the total gross revenue generated in a relevant period by sales from the Food and Beverage Facilities.

**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 EFCF Club Functions, 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 period commencing at midnight on the day preceding the Commencement Date and expiring at midnight on the next 30 June;
- (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 and **Parties** means all of them.

**Pennants Day** means the pennants bowls competition played on the Bowling Greens by EFBC Club Members on each and every Saturday for the period of 1 October to 31 March between the hours of 11 am and 6:30 pm.

**Permitted Person** means:

- (a) any player, employee, member, invited guest, officer, contractor or agent of the Licensee; and
- (b) any player, employee, member, officer or invited guest of any club or team playing against any team of the Licensee or playing in any game, tournament or competition hosted by the Licensee,

and includes any invited guest 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) EFCF; and
- (c) EFBC.

**Precinct Partners Priority Usage Policy** means the annual policy prepared by the Licensor and approved by the Town, 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.

**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.

**RCP** means the applicable reconciled Club Percentage which applies to determine the Actual Reconciled Food and Beverage Payment Amount under clause 6.5(d), clause 6.5(e) or clause 6.5(f) (as applicable).

**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) 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 land and developments similar to the EFCP.

**WAFL Match Day** means:

- (a) a West Australian Football League men's home game (whether pre-season, home and away season or finals) involving either at least one game played by EFCP's men's league football team on that day or no less than three games played by EFCP's other competition grade men's football teams on that same day between the hours of:
  - (i) 9:00 am and 6:00 pm if the WAFL Match Day comprises day games played on a Saturday or Sunday; or
  - (ii) 4:00 pm and 9:30 pm if the WAFL Match Day comprises a night men's league game played on a weeknight or a Saturday night; and
- (b) a West Australian Football League women's home game (whether pre-season, home and away season or finals) involving no less than two games played by EFCP's women's league and one other of EFCP's competition grade women's football teams on that same day between the hours of:
  - (i) 9:00 am and 6:00 pm if the WAFL Match Day comprises two or more day games played on a Saturday or Sunday; or
  - (ii) 4:00 pm and 9:30 pm if the WAFL Match Day comprises two or more night games played on a weeknight or a Saturday night.

**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:

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Croquet Licence

- (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 conditional 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.



**3.3 Renegotiation if profit share arrangement not approved**

- (a) The Parties acknowledge and agree that clause 6 of this Croquet Licence does not apply unless and until the Director of Liquor Licensing has approved the profit share arrangement under that clause:
- (b) If the profit share arrangements contemplated under clause 6 are not approved by the Director of Liquor Licensing by 31 October 2025, the Parties must act in good faith and use their best endeavours to reach agreement on a replacement mechanism for compensating the Licensee for the loss of the Food and Beverage Payment, on terms acceptable to the Licensee, the Licensor and the Town (each acting reasonably).

**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 provisions

### 6.1 Gross Food and Beverage Revenue

- (a) The Parties acknowledge and agree that this clause 6.1 will apply on and from the first whole month immediately following the Date of FB Provisions Commencement.
- (b) In respect of each month following the Date of FB Provisions Commencement and for the duration of the Term, the Licensor must, by no later than the 15<sup>th</sup> day after the end of that month:
  - (i) prepare and submit to the Licensee and the Town a statement of the Gross Food and Beverage Revenue for that month just completed (including calculation of the EFCC Gross Revenue for the same period), in a form acceptable to the Licensee (acting reasonably); and
  - (ii) pay to the Licensee an amount equal to the Food and Beverage Payment,

provided that if such a date is not a Business Day, payment may be made on the next Business Day.
- (c) The Licensor must:
  - (i) maintain its books and records in a way that clearly and accurately reflects the Gross Food and Beverage Revenue and the EFCC Gross Revenue for each month and each Licence Year; and
  - (ii) make the relevant books and records in relation to sales from the Food and Beverage Facilities available to the Licensee at any reasonable time after receiving written notice from the Licensee.

### 6.2 Food and Beverage Payment

- (a) The Food and Beverage Payment for each month will be calculated in accordance with the following formula:

$$FBP = GFBR \times \text{Club Percentage} \times 2\%$$

where:

FBP is the Food and Beverage Payment for that month;

GFBR is the Gross Food and Beverage Revenue for that month based on the statement prepared in accordance with clause 6.1(b)(i); and

Club Percentage is 4%.

### 6.3 Ex Gratia Payment

- (a) The Licensor must, by no later than the 15th day after the end of the last month of the Ex Gratia Period:

(i) prepare and submit to the Licensee and the Town a statement of the Gross Food and Beverage Revenue for the Ex Gratia Period, in a form acceptable to the Licensee (acting reasonably); and

(ii) pay to the Licensee an amount equal to the amount of the Ex Gratia Payment,

provided that if such a date is not a Business Day, payment may be made on the next Business Day.

- (b) The Ex Gratia Payment for the Ex Gratia Period will be calculated in accordance with the following formula:

$$EGP = GFBR \times \text{Club Percentage} \times 2\%$$

where:

EGP is the Ex Gratia Payment for the Ex Gratia Period;

GFBR is the Gross Food and Beverage Revenue for the Ex Gratia Period based on the statement prepared in accordance with clause 6.3(a)(i); and

Club Percentage is 4%.

### 6.4 Payment by electronic funds transfer

The Licensor must pay:

- (a) the Food and Beverage Payment;

- (b) the Ex Gratia Payment (if any); and

- (c) any additional amounts calculated under clause 6.5 as being payable to the Licensee,

by electronic funds transfer to the following bank account (or to such other account notified by the Licensee in writing):

Account name: [Please insert]

BSB: [Please insert]

Account number: [Please insert]

**Commented [LH1]:** EFCC needs to insert these bank account details.

#### 6.5 End of Year Financial Reconciliation

- (a) The Parties acknowledge and agree that this clause 6.5 does not apply to the FB Preliminary Period.
- (b) Once the End of Year Financial Reconciliation has been agreed by the Town and the Licensor (or failing such agreement, as determined by an independent expert), the Licensor must provide a copy of that End of Year Financial Reconciliation to the Licensee that includes the information set out in clause 6.5(c).
- (c) The End of Year Financial Reconciliation provided to the Licensee must include:
  - (i) a statement showing the actual annual Gross Food and Beverage Revenue for the Licence Year just completed (**Actual Reconciled Gross Food and Beverage Revenue**);
  - (ii) a statement showing the actual annual EFCC Gross Revenue for the Licence Year just completed (**Actual Reconciled EFCC Gross Revenue**);
  - (iii) a statement showing the total of the Food and Beverage Payments paid to the Licensee in the Licence Year just completed; and
  - (iv) a statement showing the applicable total of Food and Beverage Payments that should have been paid to the Licensee in the Licence Year just completed as determined in accordance with the formula set out in clause 6.5(d), 6.5(e) or clause 6.5(f), as applicable (**Actual Reconciled Food and Beverage Payment Amount**).
- (d) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is less than \$3,500,000 (excluding GST), then:
  - (i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:

$$RFBP = GFBR(R) \times RCP \times 2\%$$

where:

RFBP is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;

GFBR(R) is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and

RCP is 4%,

and

- (ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(d)(i) then:

(A) the Licensor must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed; and

(B) the payment under clause 6.5(d)(ii)(A) must be paid by the Licensor to the Licensee within 20 Business Days of the date the End of Year Financial Reconciliation is agreed by the Town and the Licensor or failing such agreement, the date as determined by the independent expert.

- (e) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is equal to or more than \$3,500,000 (excluding GST) and less than \$4,000,000 (excluding GST), then:

- (i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:

$$\text{RFBP} = \text{GFBR(R)} \times \text{RCP} \times 2\%$$

where:

RFBP is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;

GFBR(R) is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and

RCP is 5%,

and

- (ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(e)(i), then:

- (A) the Licensor must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed; and
  - (B) the payment under clause 6.5(e)(ii)(A) must be paid by the Licensor to the Licensee within 20 Business Days of the date the End of Year Financial Reconciliation is agreed by the Town and the Licensor or failing such agreement, the date as determined by the independent expert.
- (f) Where the End of Year Financial Reconciliation for a Licence Year just completed shows that the Actual Reconciled Gross Food and Beverage Revenue for that same Licence Year is equal to or more than \$4,000,000 (excluding GST), then:
- (i) the Actual Reconciled Food and Beverage Payment Amount for that same Licence Year will be determined in accordance with the following formula:  

$$RFBP = GFBR(R) \times RCP \times 2\%$$

where:

RFBP is the Actual Reconciled Food and Beverage Payment Amount for the Licence Year just completed;

GFBR(R) is the Actual Reconciled Gross Food and Beverage Revenue for the Licence Year just completed as determined in the End of Year Financial Reconciliation; and

RCP is 6%.

and
  - (ii) where the total Food and Beverage Payments paid to the Licensee for that same Licence Year is less than the Actual Reconciled Food and Beverage Payment Amount as determined in clause 6.5(f)(i), then:
    - (A) the Licensor must pay to the Licensee an amount equal to the difference between the applicable Actual Reconciled Food and Beverage Payment Amount and the total Food and Beverage Payments paid to the Licensee for the same Licence Year just completed; and
    - (B) the payment under clause 6.5(f)(ii)(A) must be paid by the Licensor to the Licensee within 20 Business Days of the date the End of Year Financial Reconciliation is agreed by the Town and the Licensor or failing such agreement, the date as determined by the independent expert.

**6.6 Administration of the Food and Beverage Payment provisions**

- (a) The Licensor, Licensee and the Town must act in good faith to:
- (i) monitor the EFCC Gross Revenue by using fobs and tracking sales attributable to EFCC Club Members and other patrons during the events and functions hosted by the Licensee, being Croquet Sporting Events and EFCC Club Functions; and
  - (ii) administer the Food and Beverage Payment provisions provided for in this clause 6.

**6.7 Promotion of Food and Beverage Facilities**

The Licensee must actively promote the Food and Beverage Facilities to the EFCC Club Members and members of the general public via signage and other means (on the terms provided in this Croquet Licence).

**6.8 EFCC Club Member discount**

On and from the Commencement Date (or such earlier date as approved by the Town and the Licensor) until the expiry or earlier termination of this Croquet Licence, each EFCC Club Member will, on presentation of proof of membership, receive a 10% discount on all food and beverage purchases made by that EFCC Club Member from the Food and Beverage Facilities.

**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:
- (i) on EFCC Club Functions for the Permitted Use during the Hours of Use; and
  - (ii) on scheduled Croquet Sporting Events (if the Croquet Sporting Event requires the priority use of all or any part of the Function Room).
- (b) The Licensee acknowledges and agrees that EFCC 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 for a EFCC Club Function but only for the purpose of cleaning and clearing the Function Room.
- (d) Subject to clause 7.1(e), 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) scheduled EFCC Club Functions; or

- (ii) scheduled Croquet Sporting Events that require the priority use of the Function Room.
- (e) The Licensee acknowledges and agrees that if the Licensee is only using part of the Function Room (being either "Function Area 1" or "Function Area 2"), the Licensor may at its discretion allow the unused part of the Function Room (being either "Function Area 1" or "Function Area 2", as applicable) to be used by the other Precinct Partners or for community or individual hire.
- (f) 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)*.
- (g) 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 Club Functions

- (a) For the first calendar year of the Term, the EFCC Club Functions will be those as set out in Schedule 3.
- (b) For all calendar years other than the first calendar year, the EFCC Club Functions will, as much as is reasonably practicable, 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, EFCC and EFBC will in good faith discuss and endeavour to reach agreement on:
  - (i) the priority allocation of the Function Room as between the Licensee, EFCC and EFBC for the forthcoming calendar year; and
  - (ii) the EFBC Club Functions, the EFCC Club Functions and the EFCC Club Functions for the forthcoming calendar year.
- (d) The Licensee, EFCC, EFBC and the Licensor will in good faith discuss and endeavour to reach agreement on the scheduling of any other EFCC Club Functions, EFBC Club Functions and EFCC Club Functions that are not known or anticipated during the Allocation Period.



- (e) In discussing and endeavouring to reach agreement on the matters in clauses 7.2(c) and 7.2(d), the Licensor, Licensee, EFFC and EFBC 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) the training activities and programs of the Licensee, EFFC and EFBC;
  - (vi) for each proposed EFBC Club Function, EFFC Club Function and EFCC Club Function, whether the whole Function Room is required or whether only part of the Function Room is required;
  - (vii) the historical scheduling of club events and fundraising activities; and
  - (viii) clause 7.1(b).
- (f) If the Licensor, Licensee, EFFC and EFBC are unable to reach agreement on the matters set out in clauses 7.2(c) and 7.2(d), the Licensor (in consultation with the Town) will determine the EFBC Club Functions, the EFFC Club Functions and the EFCC Club Functions in that calendar year.

### 7.3 Scheduling Croquet Sporting Events

- (a) The Licensee may schedule a Croquet Sporting Event by following the procedures set out in this clause 7.3.
- (b) The Licensee must give the Licensor notice of the proposed Croquet Sporting Event, which notice must include the following information:
- (i) the date or dates of the proposed Croquet Sporting Event (being a date no earlier than two months after the date the Licensee's notice is given to the Licensor under this clause 7.3(b));
  - (ii) the club or sporting organisation responsible for organising the Croquet Sporting Event (if the Licensee is not the organiser of the Croquet Sporting Event);
  - (iii) the anticipated patron attendance for the Croquet Sporting Event;
  - (iv) whether or not the Croquet Sporting Event requires the priority use of the Function Room (provided that the anticipated patron attendance for the Croquet Sporting Event must meet the applicable capacity thresholds specified in clause 7.3(c)); and
  - (v) if the Licensee's notice under this clause 7.3(b) specifies that the Croquet Sporting Event requires the priority use of the Function Room and provided the anticipated patron attendance for the Croquet Sporting Event meets the applicable capacity thresholds specified in clause 7.3(c), whether the Croquet Sporting Event requires the priority

use of the whole of the Function Room or just that part of the Function Room identified as "Function Area 2" on the Building Plan.

- (c) The Licensee acknowledges and agrees that, subject to the availability of the Function Room on the dates and times requested by the Licensee, the Licensee may:
- (i) reserve that part of the Function Room identified on the Building Plan as "Function Area 2" for the priority use of the Licensee or the Licensee's nominee for the duration of the Croquet Sporting Event, if the Licensee anticipates that the Croquet Sporting Event will attract at least 500 patrons at any one time but less than 1,000 patrons at any one time; and
  - (ii) reserve the whole of the Function Room (comprising both areas identified on the Building Plan as "Function Area 1" and "Function Area 2") for the priority use of the Licensee or the Licensee's nominee for the duration of the Croquet Sporting Event, if the Licensee anticipates that the Croquet Sporting Event will attract more than 1,000 patrons at any one time.
- (d) The Licensee acknowledges and agrees that if the proposed Croquet Sporting Event requires the priority use of all or any part of the Function Room on a day that is a WAFL Match Day, a Pennants Day or on a day the Function Room is already reserved for the priority use by EFCC, EFBC or any other third party, the Licensor may decline the request to schedule the Croquet Sporting Event on that date requested by the Licensee.

#### 7.4 Licensor's obligations in relation to Function Room

- (a) On the days of scheduled EFCC Club Functions and scheduled Croquet Sporting Events (that have reserved the use of all or any part of the Function Room), 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 Club Function or Croquet Sporting Event (if the Croquet Sporting Event requires the use of all or any part of the Function Room).
- (b) The Licensee must give the Licensor not less than 7 days' notice prior to the EFCC Club Function or scheduled Croquet Sporting Event (if the Croquet Sporting Event has reserved the use of all or any part of the Function Room) 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 Club Function or Croquet Sporting Event).
- (c) Subject to clauses 7.4(d) and 7.4(e), 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 7.4(a).
- (d) If:
- (i) the Licensee gives notice under clause 7.3(b) that it only requires the priority use of part of the Function Room (being either that part of the Function Room identified as "Function Area 1" or "Function Area 2" on the Building Plan); or
  - (ii) the scheduled EFBC Club Function only requires the priority use of part of the Function Room (being either that part of the Function Room identified as "Function Area 1" or "Function Area 2" on the Building Plan),
- the Licensee will only be responsible for the costs incurred by the Licensor in performing its obligations under clause 7.4(a) in respect of that part of the Function Room reserved by the Licensee.
- (e) If the Licensee gives notice under clause 7.3(b) that it does not require the priority use of any part of the Function Room, the Licensor agrees that it will not set aside any part of the Function Room for the priority use of the Licensee or its Permitted Persons and the Licensee will not be responsible for any of the Licensor's costs referred to in clause 7.4(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 Croquet Sporting 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 Town 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 or accumulation of useless property within the Croquet Licence Area or the Surrounding Area except in areas designated for that purpose by the Licensors; 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 Licensors.

## 10.3 Repair and Maintenance of Croquet Courts

- (a) The Licensors 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 Licensors'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, contractors and invitees 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 (but not the public at large).
- (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 Licensors 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 Licensors.

**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 Licensors 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 Licensors from the Food and Beverage Facilities in accordance with the licence or permit granted to the Licensors 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 Licensors 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 Licensors written consent (which may be withheld at the Licensors 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 7.4(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	The Chief	contactus@belgravialeisure.com.au

	Road, Bayswater, Victoria 3153	Executive Officer	
<b>Licensee</b>	1 Carnaby Close, East Fremantle WA 6158	The Secretary	eastfreo@icloud.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.

#### 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 Licensors 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 Licensors 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 Licensors 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 Licensors.
- (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 Licensors 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 Licensors 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.
- (c) Each indemnity survives the termination of this Croquet Licence.

#### 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 Qualified Certificate of Crown Land Title Volume LR3017 Folio 75.

Lot 6229 on Plan 3286 and being the whole of the land comprised in Qualified Certificate of Crown Land Title Volume LR3017 Folio 75.

**2. Commencement Date:**

The date immediately after the date of approval of this Croquet Licence by the Minister under section 18 of the LAA.

**3. Term:**

A term commencing on the Commencement Date and expiring on the Expiry Date.

**4. Expiry Date**

The expiry date of the EFCP Lease less one day being 31 March 2029.

**5. Hours of Use**

Between the hours of 8:30am and 11:00pm (Monday to Saturday) or as otherwise agreed with the Licensor.

Between the hours of 8:30am and 10:00pm (Sunday) or as otherwise agreed with the Licensor.

**6. Extended Hours of Use**

Between the hours of 11:00pm and midnight (Monday to Saturday) or as otherwise agreed with the Licensor.

Between the hours of 10:00pm and 11:00pm (Sunday) or as otherwise agreed with the Licensor.

**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.

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Croquet Licence

**9. Insured Amount:**

\$20,000,000

**10. Further Term**

5 years (less one day) commencing on the day immediately following the Expiry Date.

**11. Not Used****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 Croquet Sporting 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.

**Commented [LH2]:** Note to Jonathan. The date of this review does not have to be the same date of review is that for the Football Licence (in October 2025) and the Bowling Licence (12 September 2025). The first anniversary of the Commencement Date is 10 August 2025. This seems early given EFCC is not yet using the Croquet Courts. I have therefore amended so that this would now happen on the second anniversary of the Commencement Date (i.e. 10 August 2025).

## Schedule 2

## Croquet Courts Priority Usage Table

January to September

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Licensee	8:00am – 12:00pm	8:00 am – 8:00 pm	8:00am – 12:00pm	8:00am – 8:00pm	FREE	8:00am – 4:00 pm	2:00 pm - 7:00 pm
Community	1:00 pm onwards	Not available	1:00 pm onwards	Not available	Available all day	5:00 pm onwards	8:00 am – 1:00 pm

October to December

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Licensee	8:00am – 12:00pm	8:00 am – 10:00 pm	8:00am – 10:00pm	8:00am – 8:00pm	FREE	8:00am – 4:00 pm	2:00 pm - 7:00 pm
Community	1:00 pm onwards	Not available	Not available	Not available	Available all day	5:00 pm onwards	8:00 am – 1:00 pm

Schedule 3  
EFCC Club Functions

Date	EFCC Club Function

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 one which does not apply)

-----  
Print name in full

-----  
Print name in full



Executed as a Deed by **The East Fremantle Croquet Club Inc.** 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 <small>(Delete title which does not apply.)</small>
Full Name (please print)	Full Name (please print)
Address	Address
Office Held	Office Held

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Croquet Licence

**Annexure A**  
Minister's Consent Letter

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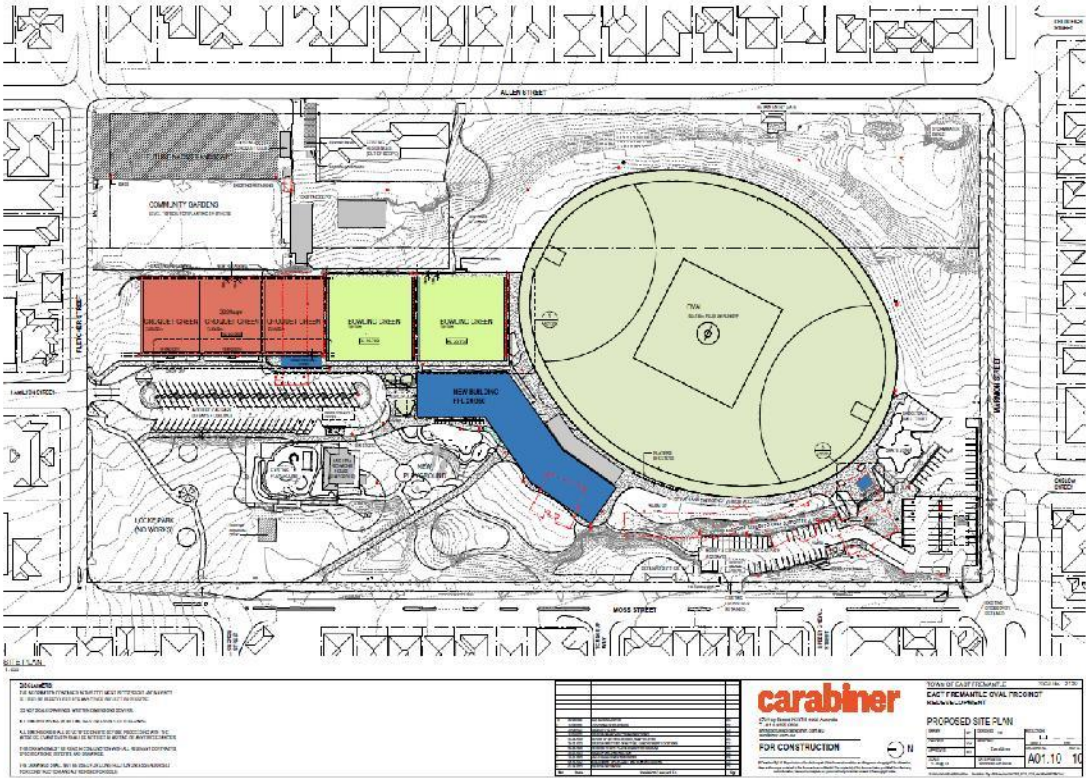
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Croquet Licence

## Annexure B – EFCP Plan

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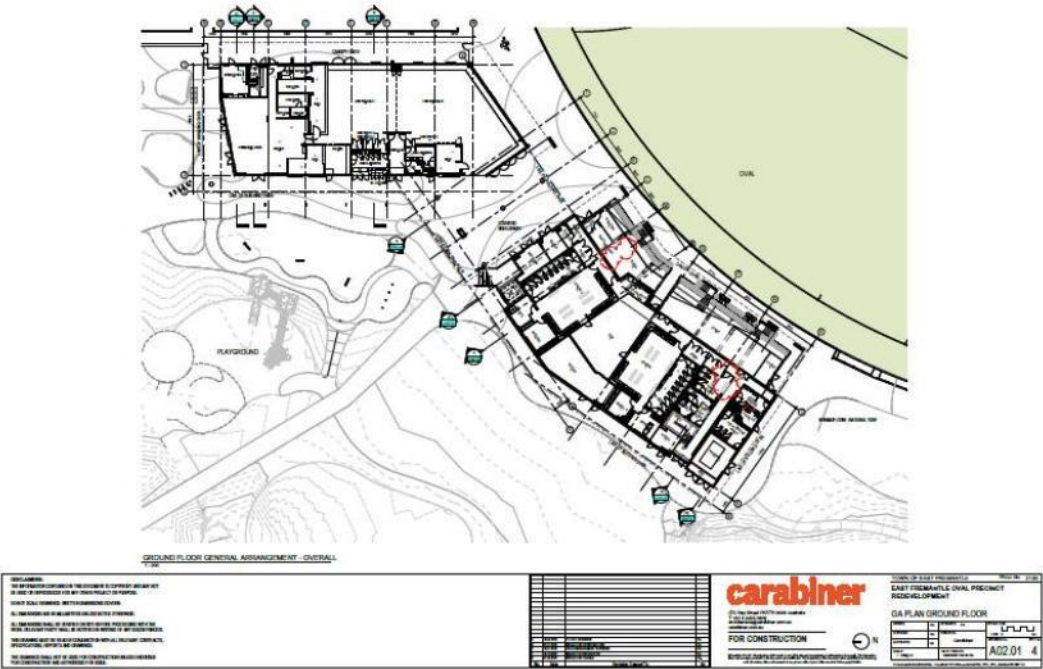


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Croquet Licence

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## 13.2 LOCAL GOVERNMENT (DEFAULT COMMUNICATIONS AGREEMENT) ORDER 2025

<b>Report Reference Number</b>	OCR-3644
<b>Prepared by</b>	Peter Kocian, Acting Chief Executive Officer
<b>Supervised by</b>	Nil
<b>Meeting date</b>	Tuesday, 15 July 2025
<b>Voting requirements</b>	Simple
<b>Documents tabled</b>	Nil

### Attachments

1. Local Government (Default Communications Agreement) Order 2025
2. WALGA Discussion Paper

### PURPOSE

Council is requested to note the requirements for a Communications Agreement between the Council and the Chief Executive Officer, which are proposed to take effect from 19 October 2025.

### EXECUTIVE SUMMARY

The *Local Government Amendment Act 2023* includes provisions for a Communications Agreement between Councils and the CEO within Local Governments:

- Amendments to section 5.92 of the *Local Government Act 1995* to provide that the right of a Council Member or Committee Member to access information under that section must be exercised in accordance with the Local Government's communications agreement.
- New section 5.92A requiring every Local Government to have a communication agreement between the Council and the CEO regulating the matters specified in the Act and Regulations.
- New section 5.92B requiring the Minister to make Ministerial Order setting out a default communications agreement which applies at any time a Local Government does not have its own communications agreement.
- New section 5.92C enabling Local Governments to adopt and amend its own communications agreement with the agreement of the CEO, which will expire at the end of every caretaker period, and upon the end of the CEO's employment with that Local Government.

### BACKGROUND

On 5 June 2025, the Department of Local Government, Sport and Cultural Industries published the draft *Local Government Amendment Regulations 2025* and the draft *Local Government (Default Communications Agreement) Order 2025* (included as attachment 1 to this report).

The Draft Order sets out what is proposed to be the default communications agreement. As all local governments will be subject to the default agreement, it is critical that the default agreement is fit for purpose.

### CONSULTATION

Communications Agreements were outlined in the Minister for Local Government's Reform Proposals released in 2022. Following sector consultation, WALGA adopted the following advocacy position in relation to Communication Agreements:

“The Local Government sector supports the introduction of a consistent, regulated Communications Agreement between Councils and the CEO within Local Governments.

The Department of Local Government is inviting feedback on the draft regulations and order that would require local governments to establish a communications agreement between their Council and the CEO. The consultation is open until Friday 22 August 2025 and feedback will inform the next stage in drafting these provisions.

WALGA is also seeking feedback from Local Governments to assist in the composition of a sector-wide response to the Department’s consultation. To inform an item for consideration by State Council, feedback is requested by 28 July 2025.

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## STATUTORY ENVIRONMENT

The draft Regulations state they will commence on 19 October 2025, the day after the Ordinary Local Government Elections. This means that the default communications agreement set out in the finalised Ministerial Order would apply to all Local Governments from this date.

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## POLICY IMPLICATIONS

Policy 1.1.9 being the Code of Conduct for Elected Members and Committee Members should be reviewed to ensure that this document is consistent with the final *Local Government Amendment Regulations 2025* and *Local Government (Default Communications Agreement) Order 2025*.

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## FINANCIAL IMPLICATIONS

There are no financial implications relevant to this item.

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## STRATEGIC IMPLICATIONS

Town of East Fremantle Strategic Community Plan 2020-2030

Strategic Priority 5: Leadership and Governance

5.1 Strengthen organisational accountability and transparency

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## 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)
The default Communications Agreement is overly prescriptive and hinders efficient and effective communication between the Council and the CEO.	Possible (3)	Moderate (3)	Moderate (5-9)	REPUTATIONAL Substantiated, low impact, low news item	Accept Risk

## 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

Not applicable.

## COMMENT

Some of the key requirements under the draft Regulations/Order include:

- The application of the Communications Agreement applies to a person who is a council member or committee member.
- The general principle is that the CEO will support council members and committee members to perform their functions under the Act.
- Employees must deal and communicate with council members and committee members in accordance with the Communications Agreement.
- Council members and committee members will ensure that:
  - Their dealings and communications with employees are in accordance with the Communications Agreement.
  - Their requests for information and requests for administrative assistance are made in accordance with the Communications Agreement.
  - They only request information that is relevant to their functions under the Act or any other written law.
- A council member or committee member must not make a request for information or a request for administrative assistance during a social or incidental dealing or communication with an employee.
- The CEO must nominate employees for the purposes of the Communications Agreement. For a band 3 local government, this must be a minimum of 2 employees. An employee must be nominated in relation to:
  - All requests for information; or
  - A type of request for information (i.e. media enquiries or administrative assistance).
- No response required out of hours.
- A request for information may be for advice or information regarding any of the following:
  - A service, project or initiative being delivered by the local government.

- (b) How the local government usually manages a particular matter, issue, service or query.
- (c) Budgeting or financial information.
- (d) An issue or situation of broad public concern or interest within the district.
- (e) Preparing a motion to council or a committee.
- (f) Correspondence received by the council member or committee member.
- (g) An administrative matter.
- The draft Order includes a definition of an administrative request for information or a request for administrative assistance:  
*“An administrative matter, in relation to a council member or committee member, means the following:*
  - (a) The scheduling of council meetings or committee meetings.*
  - (b) The council member’s or committee member’s compliance obligations under the Act, including in relation to disclosure of financial interests and gifts.*
  - (c) Information technology support for the council member or committee member.*
  - (d) Arrangements for the council member or committee member to attend training or a conference.*
  - (e) Event invitations received by the council member or Committee member.*
  - (f) The council member’s or committee member’s entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act; any other matter of an administrative nature.”*
- The Communications Agreement must regulate the circumstances in which correspondence sent by the Mayor on behalf of the Local Government must be provided to all Council Members. This is to generally apply to all correspondence.
- Division 4 of the draft Order sets out the process for making, acknowledging, discussing and responding to requests for information other than administrative requests:
  - (i) Requests for information must be made to the CEO or an appropriate nominate employee in writing/by email.
  - (ii) The CEO is required to acknowledge the request within 2 working days.
  - (iii) The CEO must ensure the requesting member is given a final response as soon as practicable. Where a request relates to an agenda item, the CEO must use best endeavours to provide a final response before the meeting. In any case, the CEO must ensure that a final response is provided within 10 working days.
- A copy of the final response to a request for information given to the requesting member must be provided to all council members. The CEO may arrange for council members to attend a briefing, meeting or other discussion in relation to a final response to a request for information.
- The draft Order allows the Mayor to discuss a media enquiry with the CEO or an appropriate nominated employee without making a request for information.

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## CONCLUSION

Council could consider the following options:

1. Decide to workshop the draft *Local Government Amendment Regulations 2025* and the draft *Local Government (Default Communications Agreement) Order 2025* and provide a formal submission to the Department by 22 August 2025.
2. Authorise the Chief Executive Officer to provide a submission on the Town’s behalf to the Department by the 22 August 2025. Key matters that could be raised in a submission include:
  - That the requirements relating to the Communications Agreement aren’t too prescriptive which may hinder effective and open communication between the Council and the CEO. Some detail is necessary to provide clarity and achieve an appropriate balance.
  - Training requirements for Council Members, Committee Members and nominated employees to ensure that all parties understand their responsibilities. Breaches of the Communications Agreement would constitute a breach of the Code of Conduct for Council Members and Committee Members or the Employee Code of Conduct.
  - The definition and scope of “requests for information” as section 5.92 of the *Local Government Act 1995* already provides for a council or committee member to have access to any information held by

the local government that is relevant to the performance of their functions under the Act or any other written law.

- Given that submissions to the Department close on 22 August 2025 and the default Communications Agreement is proposed to commence 19 October 2025, this does not leave a lot of time for local governments to draft their own Communications Agreement as the final form of the Regulations and Ministerial Order is not known. Also, it could be considered prudent to workshop requirements with the newly elected Council prior to the effective date for commencement.
3. Decide not to provide a submission and await final details prior to determining:
- Whether the Council/CEO develops its own Communications Agreement or accept the default requirements as prescribed in the Ministerial Order.
  - Training/induction requirements to ensure that all parties understand their responsibilities and the process for making, acknowledging, discussing and responding to requests for information including administrative requests.

As the consultation paper prepared by WALGA addresses key issues, and it is probable that WALGA State Council will advocate to the Department on behalf of local government, the CEO/Council could better utilise their time and defer closer deliberation until requirements are fully known including the implementation date. Option 3 is thus recommended.

### 13.2 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

#### OFFICER RECOMMENDATION:

That Council:

1. notes the reforms under the *Local Government Amendment Act 2023* which require that:
  - each local government must have a communications agreement which deals with the matters required by the Act and regulations.
  - a local government may adopt a communications agreement by the CEO and Council both agreeing to its terms.
  - if a local government does not adopt or is unable to adopt a communications agreement, the default communications agreement set out in the Ministerial Order applies.
2. notes that the above requirements are proposed to take effect from 19 October 2025, the day after the Ordinary Local Government Elections.
3. notes that WALGA have invited feedback from Local Governments on the draft Regulations and Ministerial Order and will be preparing an item for State Council. This is in response to the Department of Local Governments consultation process which closes on the 22 August 2025.
4. requests that the Chief Executive Officer brief Council on the final content of the *Local Government Amendment Regulations 2025* and *Local Government (Default Communications Agreement) Order 2025* with a view of determining:
  - whether there is a preference to establish a separate Communications Agreement or accept the default minimum requirements as prescribed in the Ministerial Order.
  - whether any further training or clarification is needed to ensure that all parties understand their responsibilities and the process for making, acknowledging, discussing and responding to requests for information including administrative requests.

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REPORT ATTACHMENTS

Attachments start on the next page

Western Australia

## Local Government (Default Communications Agreement) Order 2025

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Local Government Act 1995

## **Local Government (Default Communications Agreement) Order 2025**

Made by the Minister under section 5.92B of the Act.

**1. Citation**

This order is the *Local Government (Default Communications Agreement) Order 2025*.

**2. Commencement**

This order comes into operation on 19 October 2025.

**3. Default communications agreement**

For the purposes of section 5.92B(1) of the Act, the form of communications agreement is set out in Schedule 1.

Note for this clause:

Under section 5.92B(2) of the Act, for the purposes of section 5.92A of the Act, the form of communications agreement set out in Schedule 1 is taken to be a local government's communications agreement at any time when the local government does not have a communications agreement of its own under section 5.92C of the Act.

**Local Government (Default Communications Agreement) Order 2025**

**Schedule 1** Default communications agreement

**Division 1** Preliminary provisions

**cl. 1**

**Schedule 1 — Default communications agreement**

[cl. 3]

**Division 1 — Preliminary provisions**

**1. Introduction**

For the purposes of section 5.92A of the *Local Government Act 1995* (the *Act*), this is the local government's communications agreement between the council of the local government (the *council*) and the chief executive officer of the local government (the *CEO*).

**2. Terms used**

(1) In this agreement —

*Act* has the meaning given in clause 1;

*administrative matter*, in relation to a council member or committee member, means the following —

- (a) the scheduling of council meetings or committee meetings;
- (b) the council member's or committee member's compliance obligations under the Act, including in relation to disclosure of financial interests and gifts;
- (c) information technology support for the council member or committee member;
- (d) arrangements for the council member or committee member to attend training or a conference;
- (e) event invitations received by the council member or committee member;
- (f) the council member's or committee member's entitlement to a fee, allowance, reimbursement or superannuation contribution payment under the Act;
- (g) any other matter of an administrative nature;

*administrative request* has the meaning given in clause 25;

*administrative request for information* means a request for information that relates only to an administrative matter;

**Local Government (Default Communications Agreement) Order 2025**

Default communications agreement

**Schedule 1**

Preliminary provisions

**Division 1****cl. 2***adopted standards* means —

- (a) the standards adopted by the local government under section 5.39B of the Act; or
- (b) if the local government has not adopted standards under section 5.39B of the Act — the standards taken under section 5.39B(5) of the Act to be the local government's adopted standards;

*appropriate nominated employee* means the following

- (a) in relation to a request for information — an employee nominated under clause 8(1) and (3) in relation to —
  - (i) all requests for information; or
  - (ii) a type of request for information that includes the request for information;
- (b) in relation to a media enquiry to be discussed under clause 16(1) — an employee nominated under clause 8(1) and (4)(a) in relation to —
  - (i) all media enquiries; or
  - (ii) a type of media enquiry that includes the media enquiry;
- (c) in relation to a request for administrative assistance — an employee nominated under clause 8(1) and (4)(b) in relation to —
  - (i) all requests for administrative assistance; or
  - (ii) a type of request for administrative assistance that includes the request for administrative assistance;

*CEO* has the meaning given in clause 1;*class 1 local government* has the meaning given in the *Local Government (Constitution) Regulations 1998* regulation 2A(a);*class 2 local government* has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(b) and 2B(3);*class 3 local government* has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(c) and 2B(4);

**Local Government (Default Communications Agreement) Order 2025**

**Schedule 1** Default communications agreement

**Division 1** Preliminary provisions

**cl. 3**

*class 4 local government* has the meaning given in the *Local Government (Constitution) Regulations 1998* regulations 2A(d) and 2B(5);

*committee* means a committee of the council;

*council* has the meaning given in clause 1;

*employee* means an employee of the local government;

*mayor or president* includes a councillor performing the functions of the mayor or president under Part 5 Division 3 of the Act;

*request for administrative assistance* has the meaning given in clause 26;

*request for information* has the meaning given in clause 11;

*requesting member*, in relation to a request for information or a request for administrative assistance, means the council member or committee member who made the request;

*working day* means a day other than —

- (a) a Saturday or a Sunday; or
- (b) a public holiday throughout the State; or
- (c) a public holiday in an area that is or includes the district or any part of the district.

(2) If any other term used in this agreement is given a meaning in section 1.4 of the Act or the *Interpretation Act 1984* section 5, it has the same meaning in this agreement.

(3) A reference in this agreement to a council member or committee member performing a function under a written law other than the Act does not include a reference to the council member or committee member performing a function in a capacity other than that of council member or committee member under the Act.

**3. Application**

- (1) This agreement applies to a person who is a council member, committee member or employee when acting in their capacity as such.
- (2) Despite subclause (1), this agreement does not apply to anything that a council member, committee member or employee does as part of —
  - (a) the deliberations at a council or committee meeting; or

- (b) recruiting, reviewing the performance of or terminating the employment of the CEO in accordance with the adopted standards.

#### **Division 2 — General provisions**

#### **4. General principles**

The council and the CEO agree to the following general principles —

- (a) the CEO will support council members and committee members to perform their functions under the Act and any other written law;
- (b) without limiting paragraph (a), the CEO will ensure that
  - (i) requests for information and requests for administrative assistance made by council members and committee members are responded to in accordance with this agreement; and
  - (ii) employees deal and communicate with council members and committee members in accordance with this agreement;
- (c) council members and committee members will ensure that —
  - (i) their dealings and communications with employees are in accordance with this agreement; and
  - (ii) their requests for information and requests for administrative assistance are made in accordance with this agreement; and
  - (iii) they only request information that is relevant to their functions under the Act or any other written law.

#### **5. Correspondence sent by mayor or president on behalf of local government**

- (1) Correspondence sent by the mayor or president on behalf of the local government must be provided to all council members by the CEO.
- (2) Subclause (1) does not apply to correspondence if the mayor or president is satisfied that, because of particular circumstances, it is appropriate not to provide the correspondence to all council members.

**Local Government (Default Communications Agreement) Order 2025**

**Schedule 1** Default communications agreement

**Division 2** General provisions

**cl. 6**

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**6. Requests must not be made during social or incidental dealing or communication**

A council member or committee member must not make a request for information or a request for administrative assistance during a social or incidental dealing or communication with an employee.

**7. Incidental or social interactions permitted**

Subject to clause 6, nothing in this agreement prohibits social or incidental dealings or communications between —

- (a) a council member or committee member; and
- (b) an employee.

**8. Nominated employees**

- (1) The CEO may nominate employees for the purposes of this agreement.
- (2) The CEO must nominate at least the following number of employees under subclause (1) —
  - (a) if the local government is a class 1 local government — 4 employees;
  - (b) if the local government is a class 2 local government 3 employees;
  - (c) if the local government is a class 3 local government — 2 employees;
  - (d) if the local government is a class 4 local government — 1 employee.
- (3) An employee nominated under subclause (1) must be nominated in relation to —
  - (a) all requests for information; or
  - (b) a type of request for information.
- (4) An employee nominated under subclause (1) may be nominated in relation to either or both of the following —
  - (a) all media enquiries or a type of media enquiry;
  - (b) all requests for administrative assistance or a type of request for administrative assistance.

9. **CEO may direct who responds**

10. No response required out of hours

### Division 3 — Requests for information generally

- A council member or committee member may make a request (a *request for information*) for —

- ## 12. Information that may be requested

- 
- page 7

**Local Government (Default Communications Agreement) Order 2025**

**Schedule 1** Default communications agreement

**Division 3** Requests for information generally

**cl. 13**

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- (c) budgeting or financial information, including details of the costs of any service, project or initiative delivered or proposed to be delivered by the local government;
  - (d) an issue or situation of broad public concern or interest within the district;
  - (e) preparing a motion to council or a committee;
  - (f) correspondence received by the council member or committee member;
  - (g) an administrative matter.
- (2) The mayor or president may make a request for information for advice or other information regarding any of the following —
  - (a) publicly representing the local government at a media appearance or other event (including advice or other information in the form of a briefing or speaking notes);
  - (b) correspondence to be sent by the mayor or president;
  - (c) arranging a formal meeting or an official event.
- (3) This clause does not limit what information may be the subject of a request for information.

**13. Requirements applicable to requests for information**

- (1) The information the subject of a request for information must be relevant to the functions of the requesting member under the Act or another written law.
- (2) A request for information must be —
  - (a) limited in scope to the specific information that the council member or committee member requires; and
  - (b) accompanied by any supporting information that may assist the local government to respond to the request.
- (3) A request for information regarding correspondence received by the council member or committee member must include a copy of the correspondence.



**14. Certain information not required to be provided**

Nothing in this agreement requires information to be provided to a council member or committee member in response to a request for information if

- (a) the request for information is not made in accordance with this agreement; or
- (b) the information is information mentioned in section 5.92(4) of the Act; or
- (c) the information —
  - (i) is not held by the local government; and
  - (ii) is held by a person or body other than the local government; and
  - (iii) cannot reasonably be obtained by the local government;
 or
- (d) the CEO decides that preparing or providing the information would divert a substantial and unreasonable portion of the local government's resources away from its other functions.

**15. Disputes regarding final response to request for information**

- (1) If the final response to a request for information includes a refusal to provide some or all of the information the subject of the request, the requesting member may notify the CEO in writing that there is a dispute regarding the final response.
- (2) A dispute regarding the final response to a request for information must be discussed at a meeting between the mayor or president, the CEO and the requesting member.
- (3) If the dispute is not resolved at the meeting —
  - (a) the requesting member may refer the dispute to the council; and
  - (b) the council may determine the dispute.

**Local Government (Default Communications Agreement) Order 2025**

**Schedule 1** Default communications agreement

**Division 4** Requests for information other than administrative requests for information

**cl. 16**

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- (4) The council's determination of the dispute —
  - (a) may override a decision made by the CEO under clause 14(d); and
  - (b) is final.

**16. Mayor or president may discuss media enquiry without making request for information**

- (1) The mayor or president may discuss a media enquiry with the CEO or an appropriate nominated employee, either verbally or in writing, without making a request for information.
- (2) Subclause (1) does not prevent the mayor or president from making a request for information in relation to a media enquiry.

**Division 4 — Requests for information other than administrative requests for information**

**17. Application**

This Division does not apply to or in relation to an administrative request for information.

**18. Making a request for information**

- (1) A request for information must be made to the CEO or an appropriate nominated employee.
- (2) A request for information must be made in writing by
  - (a) email; or
  - (b) other electronic means approved by the CEO.

**19. Receipt of request must be acknowledged**

The CEO must ensure that receipt of a request for information is acknowledged in writing within 2 working days after the day on which the request is made.

**20. Request may be discussed and amended**

For the purposes of responding to a request for information, the CEO or an appropriate nominated employee may do either or both of the following —

- (a) discuss the request for information with the requesting member, including for the purpose of clarifying the scope of the information the subject of the request;
- (b) if the requesting member requests an amendment to the scope of the information the subject of the request for information — deal with the request for information as if it were so amended.

**21. Responding to a request for information**

- (1) The CEO must ensure that the requesting member is given a final response to their request for information as soon as practicable.
- (2) If a request for information relates to a matter included in the agenda for an upcoming council or committee meeting, the CEO must make best endeavours to ensure that the requesting member is given a final response to the request before the meeting.
- (3) Without limiting subclause (1) or (2), the CEO must ensure that, within 10 working days after the day on which a request for information is made, the requesting member is given
  - (a) a final response to the request; or
  - (b) notice that a final response cannot be given within that period and an estimate as to when a final response will be given.
- (4) The final response to a request for information must
  - (a) be in writing; and
  - (b) include any advice or other information provided in response to the request for information.
- (5) If the final response includes a refusal to provide some or all of the information the subject of the request for information, the response must set out the reasons for that refusal.

**Local Government (Default Communications Agreement) Order 2025**

**Schedule 1** Default communications agreement

**Division 4** Requests for information other than administrative requests for information

cl. 22

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**22. When final response must be provided to other members**

- (1) A copy of the final response to a request for information given to the requesting member must be provided to —
  - (a) all council members; and
  - (b) if the final response is relevant to the work of a committee — any members of the committee who are not council members.
- (2) Subclause (1) does not apply if —
  - (a) the request for information is a request for advice regarding correspondence and the final response is provided to all council members and committee members who received the correspondence; or
  - (b) the request for information is for advice or other information regarding any of the matters mentioned in clause 12(2); or
  - (c) the requesting member and the CEO agree that —
    - (i) the final response is confidential; or
    - (ii) because of particular circumstances, it is appropriate not to provide the final response to all council members and relevant committee members under subclause (1).

**23. Requesting member may discuss final response**

- (1) The requesting member may discuss the final response to their request for information with the CEO or an appropriate nominated employee, either verbally or in writing.
- (2) During a discussion under subclause (1), the requesting member may be provided with additional information for the purpose of clarifying, or addressing queries in relation to, the final response.

**24. CEO may arrange for briefing, meeting or discussion in relation to final response**

- (1) The CEO may arrange for some or all council members and committee members to attend a briefing, meeting or other discussion in relation to a final response to a request for information.

**Local Government (Default Communications Agreement) Order 2025**

Default communications agreement  
 Administrative requests for information and requests for  
 administrative assistance

**Schedule 1**  
**Division 5**

cl. 25

- (2) During a briefing, meeting or other discussion arranged under subclause (1), council members and committee members may be provided with additional information for the purpose of clarifying, or addressing queries in relation to, the final response.

**Division 5 — Administrative requests for information and requests for administrative assistance**

**25. Term used: administrative request**

In this Division —

*administrative request* means a request that is either or both of the following —

- (a) an administrative request for information;
- (b) a request for administrative assistance.

**26. Council member or committee member may request assistance regarding administrative matter**

A council member or committee member may make a request (a *request for administrative assistance*) for assistance regarding an administrative matter.

**27. Making an administrative request**

- (1) An administrative request must be made to the CEO or an appropriate nominated employee.
- (2) Subject to subclause (3), an administrative request may be made verbally or in writing.
- (3) If an administrative request is made verbally, the CEO or an appropriate nominated employee may refuse to deal with the request unless it is made in writing.
- (4) An administrative request that is in writing must be made by —
  - (a) email; or
  - (b) other electronic means approved by the CEO.

**Local Government (Default Communications Agreement) Order 2025**

**Schedule 1** Default communications agreement

**Division 6** Provision in relation to commissioner

**cl. 28**

**28. Responding to an administrative request**

- (1) The CEO must ensure that the requesting member is given a final response to their administrative request as soon as practicable.
- (2) Without limiting subclause (1), the CEO must ensure that, within 10 working days after the day on which an administrative request is made, the requesting member is given
  - (a) a final response to the request; or
  - (b) notice that a final response cannot be given within that period and an estimate as to when the response will be given.
- (3) A final response to an administrative request may be given verbally or in writing.

**Division 6 — Provision in relation to commissioner**

**29. Application of agreement to commissioner**

This agreement applies to a commissioner of the local government as if the commissioner were the council and the mayor or president.

**30. Requests for information by commissioner**

- (1) Despite clause 29, a commissioner of the local government may make a request for information or a request for administrative assistance to the CEO or another employee in the manner determined by the commissioner.
- (2) The CEO must ensure that the commissioner is given a final response to the request made under subclause (1) —
  - (a) as soon as practicable; and
  - (b) in the manner requested by the commissioner (which may include in writing or in a briefing).
- (3) A dispute regarding a request made under subclause (1) must be determined by —
  - (a) if there are joint commissioners and 1 of them is appointed to be the chairperson — the chairperson; or
  - (b) otherwise — the commissioner who made the request.

**Local Government (Default Communications Agreement) Order 2025**

Default communications agreement  
Provision in relation to commissioner

**Schedule 1**  
**Division 6**  
**cl. 30**

- 
- (4) The chairperson's or commissioner's determination of the dispute —
- (a) may override a decision made by the CEO under clause 14(d); and
  - (b) is final.

Minister for Local Government



# Communications Agreements

## Discussion Paper

### June 2025

**Local Government Submissions to WALGA** are requested by **4pm, Monday 28 July 2025** to [governance@walga.asn.au](mailto:governance@walga.asn.au)

For more information, please contact Tony Brown on 9213 2051 or Felicity Morris on 9213 2093.

**Submission Format**

This Discussion Paper has been designed to enable Local Governments to insert responses in the form field provided for each section of the Discussion Paper.

Local Governments can choose to respond to only some sections or questions, and are also welcome to provide a submission in an alternative format.

Please also provide your Local Government details below.

<b>Local Government Name:</b>		Click or tap here to enter text.
<b>Submission was prepared and endorsed by:</b>		
<input type="checkbox"/>	<b>Council Resolution / Meeting Date:</b>	Click or tap here to enter text.
<input type="checkbox"/>	<b>Council Member Workshop / Forum (without Council resolution)</b>	
<b>Contact Name:</b>		Click or tap here to enter text.
<b>Contact email address:</b>		Click or tap here to enter text.
<b>Contact phone:</b>		Click or tap here to enter text.



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## 1. Background

Communications Agreements were outlined in the Minister for Local Government's [Reform Proposals](#) released in 2022.

Following sector consultation, WALGA adopted the following advocacy position in relation to Communication Agreements:

### *2.5.3 Council Communication Agreements*

*The Local Government sector supports the introduction of a consistent, regulated Communications Agreement between Councils and the CEO within Local Governments.*

Amendments to achieve this reform were included in the [Local Government Amendment Act 2023](#) but are yet to take effect:

- Amendments to Section 5.92 of the *Local Government Act 1995* (the Act) to provide that the right of a Council Member or Committee Member to access information under that section must be exercised in accordance with the Local Government's communications agreement.
- New section 5.92A requiring every Local Government to have a communications agreement between the Council and the CEO regulating the matters specified in the Act and regulations.
- New section 5.92B requiring the Minister to make Ministerial Order setting out a default communications agreement which applies at any time a Local Government does not have its own communications agreement.
- New section 5.92C enabling Local Governments to adopt and amend its own communications agreement with the agreement of the CEO, which will expire at the end of every caretaker period, and upon the end of the CEO's employment with that Local Government.

On 5 June 2025, the Department of Local Government, Sport and Cultural Industries (the Department) published the draft [Local Government Regulations Amendment Regulations 2025](#) (the Draft Regulations) and draft [Local Government \(Default Communications Agreement\) Order 2025](#) (the Draft Order). The Department has also published a [Communications Agreement Consultation Paper](#) (the DLGSC Consultation Paper) which explains the Draft Regulations and Draft Order.

The Draft Regulations prescribe the minimum requirements for all communications agreements and provide the mechanism to require compliance by Local Government employees, Council Members and Committee Members.

The Draft Order sets out what is proposed to be the default communications agreement in Schedule 1. As all Local Governments will be subject to this default agreement on a regular basis (at least every two years after each caretaker period and after a CEO's employment ends) as well as at any time an agreement cannot be reached between Council and the CEO, it is critical that the default agreement is fit for purpose.



## 2. Discussion paper

The following discussion paper provides preliminary WALGA comments and questions on the Draft Regulations and Draft Order for consideration by Local Governments.

Part 2.1 of this paper deals with the Draft Regulations. Where the corresponding content of the Draft Order is relevant to the discussion of the issue, it is included in this part.

Part 2.2 deals with matters that appear only in the Draft Order.

All clause references are to Schedule 1 of the Draft Order.

### 2.1. Draft Regulations

#### 2.1.1. General drafting approach

##### WALGA Comment

The Draft Regulations and Draft Order are quite detailed and prescriptive. Some detail may be necessary to provide clarity and achieve an appropriate balance. It is essential that all parties understand their responsibilities, as breaches would constitute a breach of the Code of Conduct for Council Members, Committee Members and Candidates, or the Employee Code of Conduct. However, the level of prescriptive detail in the Draft Regulations and Draft Order may be restrictive for Local Governments seeing to develop locally appropriate approaches.

##### Questions

1. Do the Draft Regulations and Draft Order have an appropriate level of detail, or could they be simplified?

Local Government Response:
Click or tap here to enter text.

#### 2.1.2. Commencement and implementation

The Draft Regulations state that they will commence on 19 October 2025, the day after the Ordinary Local Government Elections. This means that the default communications agreement set out in the finalised Ministerial Order would apply to all Local Governments from this date.

##### WALGA comment

The lead up to Local Government elections is a very busy time for Local Governments. Many Local Governments devote considerable resources to preparing induction materials for new Council Members. These materials and any induction programs will need to provide both commencing and continuing Council Members with an understanding of the default communications agreement. In addition, Local Governments will need to establish the appropriate administrative processes to





implement the default communications agreement. To complete these preparations, Local Governments will need to know the final content of the regulations and order.

#### Questions

2. What would be a reasonable period to allow Local Governments to prepare for implementation of the default communications agreement after publication of the final regulations and order?

<b>Local Government Response:</b>
Click or tap here to enter text.

### 2.1.3. Providing correspondence sent by Mayor or President to all Council Members

#### Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28C in the *Local Government (Administration) Regulations 1996* prescribing that communications agreements must regulate the circumstances in which correspondence sent by the Mayor President on behalf of the Local Government must be provided to all Council Members. This is an additional matter that was not specified in the Act amendments.

#### Draft Order

To meet this requirement, clause 5 of the Draft Order requires correspondence sent by the Mayor or President on behalf of the Local Government to be provided to all Council members, unless the Mayor or President is satisfied that particular circumstances mean it is appropriate not to provide the correspondence. The DLGSC Consultation Paper advises that this should only occur in “exceptional circumstances” and could otherwise constitute a breach of the communications agreement by the Mayor or President.

#### WALGA Comment

Depending on the Local Government, Mayors or Presidents may send a high volume of correspondence that could be understood as being on behalf of the Local Government. Providing copies of all this correspondence to all Council Members may be burdensome for the Administration, and for Council Members in receiving high volumes.

To avoid breaching the communications agreement, the Mayor or President would need to have a record of each decision and the circumstances that make it appropriate not to provide correspondence to all Council Members.

#### Questions

3. Is it necessary for all communications agreements to address the provision of Mayor / President correspondence to Council Members?
4. Is clause 5 of the Draft Order appropriate and workable for your Local Government? Are any changes required?



5. Would it be useful for the Draft Order to:
- specify types of correspondence that must be provided to all Council members, unless decided by the Mayor or President? For example, correspondence that relates to advocacy, communications with government agencies or elected representatives, major stakeholders, or communicating Council decisions.
  - allow the Mayor or President to decide that certain categories of correspondence do not need to be provided? For example, letters of appreciation and congratulations.
  - allow for alternative methods of making the correspondence available to Council Members rather than providing a copy? For example, allow Local Governments to provide a list of correspondence that Council Members may access on request, or publish correspondence on an Elected Member portal.

<b>Local Government Response:</b>
Click or tap here to enter text.

#### 2.1.4. Requests for information – definition and scope

##### Draft Regulations

Regulation 7 of the Draft Regulations would insert a new Regulation 28D in the *Local Government (Administration) Regulations 1996* which prescribes the content of communications agreements. The regulation distinguishes between administrative matters and requests for information and prescribes definitions as well as the content that must be included in relation to each type of request.

The definition of request for information in regulation 28D(1) is as follows:

***request for information***, in relation to a local government, means a request for —

- access to information held by the local government under section 5.92 or otherwise; or
- other information.

This definition is also used in regulation 10(2) of the Draft Regulations for a consequential amendment to the *Local Government (Model Code of Conduct) Regulation 2021*.

As this definition is prescribed in the Draft Regulations, it will apply to all communications agreements, not just the default agreement.

##### Draft Order

Clause 3(1) provides that the default communications agreement applies to a person only when acting in their capacity as a Council Member, Committee Member or employee.

Clause 4 provides general principles, including that Council and Committee Members will ensure they only request information that is relevant to their functions under the Act or any other written law.





Division 3 sets out the requirements regarding requests for information. Clause 11 of the Draft Order repeats the prescribed definition when stating that a Council Member or Committee Member may make a request for information. Clause 14 specifies that nothing in the agreement requires certain information to be provided, including “information mentioned in section 5.92(4) of the Act”.

#### **WALGA comment**

Section 5.92(1) of the Act allows a Council Member or Committee Member to “have access to any information held by the local government that is relevant to the performance by the person of any of the person’s functions under this Act or under any other written law” (emphasis added). This is a broad right of access, requiring only relevance to the performance of a statutory function.

Section 5.92(4) clarifies that the section does not give a Council Member or Committee Member the right to access specified information, including certain employee information, any personal information about individuals that is not relevant to a Council or Committee decision, information the Local Government is prohibited or restricted from disclosing to the Council Member or Committee Member under a written law, and information that is not relevant to the functions of the Council Member or Committee Member under the Act or any written law.

The definition of **request for information** expands significantly beyond requests under section 5.92. It is unclear what is intended by “or otherwise” in part (a) of the definition. Further, the inclusion of “other information” in part (b) is so open-ended, it may make any limitations imposed by (a) almost meaningless.

As the Draft Order only applies when a person is acting in their capacity as a Council Member or Committee Member, it is difficult to understand what “other information” could be required that is not relevant to a statutory function.

Council Members may interact with the Local Government in their personal capacity and request and gain access to information as customers of the Local Government. These ordinary citizen transactions would not be subject to the communications agreement. Similarly, all members of the public have a right to inspect and receive copies of Local Government information in accordance with s5.94, 5.95, 5.96 and 5.96A of the Act, and public information prescribed under other written laws. These public access rights would not be subject to the communications agreement.

The expansive definition appears to be inconsistent with other provisions of the Draft Order. Clause 4 uses the wording of section 5.92, stating that Council and Committee Members agree to only request information that is relevant to their functions under law. Clause 14(b) of the Draft Order confirms that a Council Member or Committee Member is not required to be provided with information mentioned in section 5.92(4) of the Act. As noted above, section 5.92(4)(f) refers to information that is not relevant to the performance of a function under law.

The result may be that a Council Member or Committee Member may *request* information under clause 11 that they must agree not to request under clause 4(c)(iii), that they do not have a statutory right to access, and that clause 14 confirms that they are not required to be provided.

#### **Questions**

6. Should the words “or otherwise” and “other information” be deleted from the definition of **request for information**?
7. Do Local Governments identify any risks arising from the definition of **request for information** in its current form?



8. Does the definition of **request for information** create inconsistency with section 5.92 of the Act and clauses 4 and 14 of the Draft Order?
9. Should the definition of **request for information** be revised to refer only to requests made under s.5.92?
10. Are there any other comments on the scope or definition of **request for information**?

**Local Government Response:**

Click or tap here to enter text.

### **2.1.5. Administrative matters – definition and scope**

#### **Draft Regulations**

Regulation 7 of the Draft Regulations would insert a new Regulation 28D in the *Local Government (Administration) Regulations 1996* which provides definitions and prescribes the content of communications agreements. The regulation distinguishes between administrative matters and requests for information and prescribes definitions as well as the content that must be included in relation to each type of request. The definition of administrative matter lists the scheduling of council or committee meetings, compliance obligations under the Act, IT support, training and conference arrangements, event invitations, entitlements and “any other matter of an administrative nature”.

Regulation 10(2) of the Draft Regulations would insert the proposed definition of administrative matter into clause 20(1) of the Model Code of Conduct for Council Members, Committee Members and Candidates (Sch 1 of the *Local Government (Model Code of Conduct) Regulations 2021*).

#### **Draft Order**

Clause 2 of the Draft Order repeats the definition of administrative matter and defines administrative request for information. Clause 25 defines administrative request as either or both of an administrative request for information or a request for administrative assistance. Clause 26 defines a request for administrative assistance.

Division 5 of the Draft Order deals with administrative requests for information and requests for administrative assistance. Clause 26 provides that a Council Member or Committee Member may make a request for administrative assistance, while clause 27 provides the process for making an administrative request. Administrative requests may be made verbally or in writing

#### **WALGA Comment**

Local Government officers regularly provide routine information and support to Council Members and Committee Members. It seems reasonable to provide for a separate category of requests that may be dealt with in a simplified way, and with no requirement to provide responses to all Council or Committee Members.

The definition of administrative matter prescribed in the Draft Regulations may not be suitable for all Local Governments. WALGA suggests that an alternative definition could be as follows:





***administrative matter*** in relation to a council member or committee member, means support or assistance provided to an individual council member or individual committee member to facilitate an administrative process related to that member, and may include:

- (i) council and committee meeting scheduling, attendance, apologies, leave of absence, committee deputy member attendance, drafting a notice of motion or alternative motion.
- (ii) attendance at professional development, training or events, associated speech writing, ceremonial protocols, travel, accommodation and incidental expense arrangements,
- (iii) entitlements to a fee, allowance, reimbursement or superannuation,
- (iv) personal compliance with obligations under the Act, Regulations, code of conduct, conflict of interest or gift disclosure requirements, record keeping,
- (v) information and communication technology software or hardware provided by the local government,
- (vi) any other matters specified as administrative matters in a local government's communications agreement.

Alternatively, the Draft Regulations could state that administrative matters are to be defined in the local government's communications agreement. The above alternative definition could be modified for use in the Draft Order.

Consideration could also be given to simplifying the language used in the Draft Order regarding these requests. It seems unnecessarily complex to have four defined terms to deal with simple day to day enquiries.





### Questions

11. Do Local Governments support a separate process for administrative matters?
12. Is the Draft Regulation definition of **administrative matter** suitable for your Local Government?
13. Do you support the alternative WALGA definition above and/or have any other suggestions for the definition?
14. Should the regulations avoid a prescribed definition and allow **administrative matter** to be defined entirely in the communications agreement?
15. Are there any other comments on administrative matters?

Local Government Response:
Click or tap here to enter text.

### 2.1.6. Exclusions from application of communications agreement

#### Draft Regulations

The new Regulation 28D(3), to be inserted in the *Local Government (Administration) Regulations 1996* by Draft Regulation 7, provides that a communications agreement must specify it does not apply to anything a Council Member, Committee Member or Employee does as part of deliberations at a Council Meeting, or CEO employment processes.

#### Draft Order

Clause 3(2) of the Draft Order gives effect to these requirements.

#### WALGA Comment

These exclusions enable Council Members and Committee Members to communicate with employees under certain circumstances without being subject to the communications agreement. The respective codes of conduct would continue to apply to employees and Council or Committee Members.

### Questions

16. Are these exclusions appropriate?

Local Government Response:
Click or tap here to enter text.



### 2.1.7. Commissioners

#### Draft Regulations

New Regulation 28D(5) will require all communications agreements to include content enabling commissioners to make requests to any employee, to determine the manner information is to be provided and to resolve disputes.

#### Draft Order

Clause 29 provides that the communications agreement applies to a commissioner as if they were the Mayor or President and the Council of the Local Government. Clause 30 then modifies the application of the communications agreement to allow a commissioner to make a request to the CEO or any employee, in the manner determined by the commissioner and to specify the manner in which a response is to be provided. It also provides for a commissioner to resolve disputes.

#### WALGA Comment

Section 2.38 of the Act provides that any reference to Council, Council Member, Mayor or President in the Act or other written law applies to a commissioner. A Local Government's communications agreement would apply to commissioners on that basis, and a commissioner could adopt a new agreement with the CEO. It does not seem appropriate for a commissioner to direct requests to any employee of the Local Government.

#### Questions

17. Should the rights and responsibilities of commissioners under a communications agreement be consistent with the rights and responsibilities of Council, Council Members, Mayors and Presidents?
18. Is it inappropriate for a commissioner to make requests to any employee of the Local Government?

<b>Local Government Response:</b>
Click or tap here to enter text.



### 2.1.8. Amendments to Model Code of Conduct

#### Draft Regulations

Regulation 10(4) of the Draft Regulations will amend clause 20 of the Model Code of Conduct for Council Members, Committee Members and Candidates (Sch 1 of the *Local Government (Model Code of Conduct) Regulations 2021*). As a result, the prohibition on a Council Member directing or attempting to direct a local government employee will not apply to anything that a Council Member does as part of making a request in accordance with a communications agreement.

#### WALGA comment

Model Code of Conduct clause 20(2)(a) prohibits a Council Member from directing or attempting to direct a Local Government employee to do or not to do anything in their capacity as a Local Government employee.

This prohibition does not apply to anything done during deliberations at a Council or Committee meeting. The proposed amendment would expand the circumstances in which a Council Member may direct an employee.

The proposed amendment implies that a request for information or administrative request may be made in a manner that is an attempt to *direct* a local government employee and has the effect of allowing such direction without breaching Code of Conduct provisions.

#### Questions

19. Is it necessary or appropriate for a Council Member to be able to direct a local government employee when making a request in accordance with a communications agreement?

<b>Local Government Response:</b>
Click or tap here to enter text.





### 2.3. Draft Order

#### 2.3.1. Clause 4 General principles

##### Draft Order

Clause 4 of the Draft Order provides general principles for both the Council and the CEO, largely relating to acting and communicating in accordance with the agreement. This includes that the CEO will support Council Members and Committee Members in performing their functions under law, and that Council Members and Committee Members will only request information relevant to their functions under law.

##### Questions

20. Are there any additional principles that should be referenced in this clause?
21. Would it be beneficial to include a principle requiring that the communications agreement be applied in a manner that is consistent with the respective roles and responsibilities of Council and the CEO under the Act?

##### Local Government Response:

Click or tap here to enter text.

#### 2.3.2. Clause 8 Nominated employees

##### Draft Order

Clause 8(1) enables the CEO to nominate employees for the purposes of the agreement.

Clause 8(2) requires the CEO to nominate minimum numbers of employees, depending on the Class of the Local Government.

Clause 8(3) allows employees to be nominated for all requests for information, or a type of request for information. Clause 8(4) allows employees to be nominated for media enquiries, requests for administrative assistance, or types of either of these.

Under clauses 16, 18, 20, 23 and 27 of the Draft Order, Council Members or Committee Members must make and discuss their various requests with an “appropriate nominated employee”, defined in clause 2(1). In summary, an appropriate nominated employee is an employee who has been nominated for that type of request.

Clause 9 allows the CEO to direct which employee responds to a request.

##### WALGA Comment

The minimum numbers of nominated employees specified in clause 8 will only apply while the default communications agreement applies to a Local Government. However, these requirements must still be fit for purpose when applying to all Local Governments at least every two years, or at any time an agreement has not been reached.



It is unlikely that all Local Governments of a particular class will have the same requirements or capacity.

CEOs are likely to be best placed to establish a sufficient number of nominated employees to service the level of requests in appropriate timeframes. This could include an administrative system of internal referrals, which could allow requests to be made to any nominated employee, rather than only an "appropriate nominated employee".

The requirement to make the request to an appropriate nominated employee may be challenging if a request for information addresses multiple subjects. It may be more efficient for responses to be coordinated by a single nominated employee.

Similarly, it may be sufficient to state that a CEO can nominate an employee generally or for the purposes of specified types of requests and that Council and Committee Members are provided with an up-to-date list.

#### Questions

22. Should the default communications agreement allow the CEO to nominate employees generally or for the purposes of any specified requests?
23. Should the minimum number of nominated employees be deleted or are they suitable?
24. Is it necessary to specify that requests must be made to an appropriate nominated employee, or could a nominated employee who receives a request refer and coordinate internally, subject to direction from the CEO?

<b>Local Government Response:</b>
Click or tap here to enter text.

### 2.3.3. Clause 12 Information that may be requested

#### Draft Order

Clause 12(1) lists matters that may be the subject of requests for information, clause 12(2) provides examples of information that may be requested by a Mayor or President, while clause 12(3) specifies that the clause does not limit what information may be requested.

#### WALGA Comment

It appears that this clause simply provides indicative examples of suitable subject matter for requests for information. As discussed above, the right of access to information under section 5.92 requires a link to a statutory function. It is possible that the examples provided in clause 12 could be the subject of a request for information that is relevant to a statutory function as well as a request that is not relevant or is excluded under s.5.92(4). Clause 12(3) confirms that the clause does not limit requests for information. Presumably it also does not expand what may be subject to a request for information, so it is unclear whether it is useful.



### Questions

25. Is it useful for the default communications agreement to list matters that may be the subject of requests for information? Do Local Governments have any suggestions for inclusion?
26. Do Local Governments have any comments on the matters listed in clause 12?
27. Do Local Governments have examples of how the matters listed in clause 12 are or are not relevant to Council Member and Committee Member functions under the Act or other written law?

**Local Government Response:**

Click or tap here to enter text.

### 2.3.4. Clause 13 Requirements applicable to requests for information

#### Draft Order

Clause 13 sets out the requirements applicable to a request for information, including relevance to a statutory function (as discussed above), limited in scope and accompanied by supporting information or correspondence.

#### WALGA Comment

In many circumstances, the nature of information requested by Council or Committee Members is self-evidently related to performance of a function under the Act or other written law, consistent with s.5.92(1). However, some requests for information are not self-evident as being consistent with s.5.92.

### Questions

28. Do Local Governments have any comments on these requirements?
29. Should clause 13 include a requirement for a request for information to explain the relevance of the request to the performance of a function under the Act or any written law?

**Local Government Response:**

Click or tap here to enter text.





### 2.3.5. Clause 14 Certain information not required to be provided

#### Draft Order

Clause 14 provides that information is not required to be provided in response to a request for information if:

- the request is not made in accordance with the agreement,
- the information is mentioned in section 5.92(4) of the Act,
- the information is not held by the Local Government, is held by another person or body and cannot be reasonably obtained by the Local Government,
- the CEO decides that preparing or providing the information would divert a substantial and unreasonable portion of the Local Government's resources.

#### WALGA Comment

The exclusion of information referred to in section 5.92(4) (see cl.14(b)) is discussed above.

Clause 14(c) appears somewhat convoluted. It is not clear if this is intended to require Local Governments to undertake research to identify and obtain information that they do not currently hold. Further, if the information is not held by the Local Government and cannot be reasonably obtained, it is not clear why it is relevant whether the information is held by another person or body.

#### Questions

30. Should clause 14(c) be simplified to state that information is not required to be provided if it is not held by the Local Government?

<b>Local Government Response:</b>
Click or tap here to enter text.

### 2.3.6. Clause 15 Disputes

#### Draft Order

Clause 15 sets out the process for dealing with disputes regarding a final response to a request for information that includes a refusal to provide some or all of the information requested. In the first instance the dispute must be discussed between the Mayor or President, the CEO and the requesting member. If this does not resolve the dispute, the requesting member may refer the dispute to Council for determination. Council's determination is final, and may override a decision by the CEO that the request would divert unreasonable resources.

#### WALGA Comment

The Draft Order does not appear to contemplate disputes where the Mayor or President is the requesting member.

The Draft Order specifies that Council may override a decision of the CEO under clause 14(d) that a request would divert unreasonable resources. In considering such a dispute, Council should have the benefit of the CEO's advice regarding the impact on the Local Government's functions and budget.



As only clause 14(d) is referenced in this way, it may be that Council does not have the capacity to overturn a refusal on the grounds set out in clause 14(a) – (c).

#### Questions

31. Should the default communications agreement specify that if the Mayor or President is the requesting member, the deputy Mayor or President should attend the meeting with the CEO in the event of a dispute?
32. Would it be beneficial to have disputes determined by the Inspector rather than Council?
33. Is it appropriate that Council can overturn the CEO decision under clause 14(d)?
34. Are there any other comments on disputes?

<b>Local Government Response:</b>
Click or tap here to enter text.

### 2.3.7. Clause 16 Mayor/President discuss media enquiry

#### Draft Order

Clause 16 allows the Mayor or President to discuss a media enquiry with the CEO or an appropriate nominated employee without making a request for information.

#### WALGA Comment

In many cases, media enquiries are directed to the Administration, and the Administration then contacts the Mayor or President to coordinate a response. Media enquiries that are not provided to the Local Government could be directed to the Mayor or President, but could also be directed to individual Council Members. It is not clear that this clause is necessary to enable these enquiries to be discussed as needed.

#### Questions

35. Does this clause meet the needs of Local Governments in managing media enquiries?

<b>Local Government Response:</b>
Click or tap here to enter text.

### 2.3.8. Division 4 Requests for information - processes

#### Draft Order

Division 4 of the Draft Order sets out the processes for making, acknowledging, discussing and responding to requests for information other than administrative requests.





Clause 18 requires that a request for information must be made to the CEO or an appropriate nominated employee in writing, by email or other electronic means approved by the CEO. Clause 19 requires the CEO to acknowledge the request within 2 working days after the day it is made.

Clause 20 allows the CEO or an appropriate nominated employee to discuss the request with the requesting member, who may request an amendment to the scope of the request in these discussions.

Clause 21 provides the requirements for responding to a request for information. As a starting point, the CEO must ensure the requesting member is given a final response as soon as practicable. Where a request relates to an agenda item, the CEO must use best endeavours to provide a final response before the meeting. In any case, the CEO must ensure that the requesting member is given a final response within 10 working days after the request is made, or notice that the final response cannot be given within that period and estimating when it will be provided. The final response must be in writing. The final response must include reasons for any refusal to provide any of the information requested.

Under clause 22(1), final responses will generally be provided to all Council Members and members of the relevant committee. Clause 22(2) provides exceptions, including where the request for information is one made by the Mayor or President in relation to representing the Local Government, correspondence or arranging a formal meeting or event. Clause 22(2) also allows the CEO and requesting member to agree that the final response is confidential or because of particular circumstances it is appropriate not to provide to all members.

Clause 23 allows the requesting member to discuss the final response with the CEO or an appropriate nominated employee, and may be provided with additional information in these discussions. Clause 24 allows the CEO to arrange a briefing, meeting or discussion with some or all Council or Committee Members in relation to a final response to a request for information.

#### **WALGA Comment**

The definition and scope of requests for information are discussed in part 2.1.4 of this discussion paper.

WALGA seeks sector feedback on whether the detailed processes and requirements in Division 4 are suitable for all Local Governments. It is not clear whether it is necessary for a communications agreement to specify that a Council or Committee Member may discuss a request or response with the CEO or appropriate nominated employee, or that the CEO may organise a briefing. In contrast, it may be helpful for a communications agreement to state what will occur if the CEO and requesting member do not agree on whether a response should be provided to all members.

#### **Questions**

36. Are there any comments on the processes and requirements in Division 4, including:
  - (i) Is it suitable that all requests for information must be made in writing by email or other electronic means approved by the CEO?
  - (ii) Is 2 working days an appropriate period for acknowledgement of a request?
  - (iii) Does clause 20 provide an appropriate method for discussing and clarifying requests for information?
  - (iv) Are the timeframes for response specified in clause 21 a reasonable baseline for all Local Governments?



- (v) Does clause 22(2) provide a suitable method for deciding when a response does not need to be provided to all Council or Committee Members?
- (vi) Should clause 22(2) state what would occur if the CEO and requesting member do not agree on whether a response is confidential or not to be provided to other members?
- (vii) Is clause 23 unnecessary or does it provide a useful approach to discussions of a response?
- (viii) Is clause 24 unnecessary or does it provide a useful approach to informing Council Members and Committee Members?

<b>Local Government Response:</b>
Click or tap here to enter text.

### 2.3.9. Division 5 Administrative requests - processes

#### Draft Order

Division 5 of the Draft Order sets out the requirements for making and responding to administrative requests.

#### WALGA Comment

The definition of “administrative matter” is discussed above.

WALGA seeks sector feedback on whether the processes and requirements are suitable for all Local Governments.

#### Questions

- 37. Is it suitable that administrative requests may be made verbally or in writing?
- 38. Does clause 28 provide reasonable requirements for a response?

<b>Local Government Response:</b>
Click or tap here to enter text.

### 13.3 END OF YEAR OFFICE CLOSURE POLICY

<b>Report Reference Number</b>	OCR-3624
<b>Prepared by</b>	Janine May EA/Governance Officer
<b>Supervised by</b>	Jonathan Throssell Chief Executive Officer
<b>Meeting date</b>	Tuesday, 15 July 2025
<b>Voting requirements</b>	Simple
<b>Documents tabled</b>	Nil
<b>Attachments</b>	

1. Draft Policy End of Year Office Closure

#### PURPOSE

For Council to consider the introduction of a Policy setting out office opening hours for the End of Year (Christmas/New Year) period which would provide the CEO with:

- the authority to set the closure dates based on this adopted Policy and
- discretion to slightly vary the arrangements based on which days of the week the public holidays fall each year.

#### EXECUTIVE SUMMARY

The attached draft Policy is submitted to the July Council Meeting for consideration.

#### BACKGROUND

Previously, the End of Year (Christmas/New Year) closure was considered and adopted in conjunction with the schedule of council meetings dates in the middle of each year. At the May 2025 Council meeting it was agreed, in future, to consider council meeting dates at the December Council Meeting for the following calendar year, but no reference was made to the Christmas/New Year closure.

For several years the Town has closed for two weeks over the Christmas/New Year period. It is understood that this was introduced to help clear a larger than usual leave accrual balance, which had resulted from the inability of staff to take leave during the COVID19 pandemic.

Prior to this the Town observed a Christmas/New Year closure for the period between Christmas Day and New Year's Day, a total of three working days in addition to the three public holidays in that period. In addition, an early (midday) closure of the office on 24 December was provided.

#### CONSULTATION

Executive Leadership Team

#### STATUTORY ENVIRONMENT

One of the primary roles of Council is to determine the local government's policies in accordance with clause 2.7 (2)(b) of the *Local Government Act 1995*.

#### POLICY IMPLICATIONS

The Policy, if adopted, will form part of the Town's Policy Register

## FINANCIAL IMPLICATIONS

Nil

## STRATEGIC IMPLICATIONS

The Town of East Fremantle Strategic Community Plan 2020 – 30 states as follows:

*Strategic Priority 5 Leadership and Governance*

*5.1 Strengthen organisational accountability and transparency*

## 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 Policy is not adopted, Council will be required to determine the period of office closure annually.	Possible (3)	Insignificant (1)	Low (1-4)	SERVICE INTERRUPTION No material service interruption	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	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

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## COMMENT

The proposed Policy reflects those Town services which will be closed for business over the Christmas/New Year period and enable the CEO to vary such times of closure in limited circumstances. For example, the Administration Office would be closed from the last working day before Christmas Day and reopen on the first working day following the New Year's Day public holiday in most years; however, in the 2025/26 period the New Year's Day public holiday falls on a Thursday, meaning that Friday 2 January is a working day. In this case, the Policy would enable the CEO to vary the Administration office closure to include 2 January as part of the closure.

Council has the opportunity to revisit and amend/revoke this Policy at any time.

As per previous years, telephone calls received during the closure will be diverted to the Town's call centre with an operations skeleton staff working on non-public holidays and a duty ranger available over the period (with the exception of Christmas/Boxing Day).

The CEO (or an Executive Manager acting on his behalf) will also be on call during the full closure period.

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## CONCLUSION

1. A Council Policy governing the Town's opening hours over the Christmas/New Year period will negate the need for the matter to come before Council each year. The policy seeks to establish a guideline which identifies the required level of customer service provision over the Christmas/New Year period and provides certainty to enable staff to apply for leave over that period.
2. An alternative is to revert to seeking Council approval of the proposed Christmas/New Year closure period each year. This is seen as administratively less efficient and creates uncertainty for staff who wish to make leave arrangements in advance.
3. A third option is for Council to determine that the Town should not close over the Christmas/New Year period, other than for the public holidays. This option isn't recommended. This period is the quietest time of year with few customer contacts. As such, by requiring staff to work over the period (even where it is a skeleton staff) the result would likely mean that staff would apply to take the leave credits they would ordinarily use over Christmas/New Year at other times of the year. With a relatively small staff, this would present greater leave management challenges to ensure an appropriate level of staffing is maintained.

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## 13.3 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

**OFFICER RECOMMENDATION:**

**That Council adopt the End of Year Office Closure Policy, attached to these Minutes.**

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## REPORT ATTACHMENTS

Attachments start on the next page





## xxxxxx End of Year Office Closure

<b>Type:</b>	Office of the CEO - Communication & Community Engagement
<b>Legislation:</b>	<i>Local Government Act 1995</i> section 1.7 <i>Local Government (Administration) Regulations 1996</i> Regulation 3A
<b>Delegation:</b>	N/A
<b>Other Related Document:</b>	

### Objective

To provide guidelines for the closure of Town buildings and facilities over the Christmas and New Year period.

### Policy

#### 1. Scope

This Policy applies to employees in the Administration office, Town depot (Technical Services) and Commonwealth Home Support Program (Neighbourhood Link) over the Christmas and New Year period.

#### 2. Town Services

The Administration office will be closed for business from the end of the last working day prior to the Christmas Day public holiday and will reopen on the first working day following the New Year's Day public holiday.

The Town Depot will be closed on public holidays and will operate with a skeleton staff on working days during the Christmas and New Year period.

The Commonwealth Home Support Program (Neighbourhood Link) will be closed for approximately three weeks including the Christmas and New Year period.

The Chief Executive Officer will have discretion to vary the times of closure so that the period may include up to one day prior to Christmas Day and up to two days after New Year's Day.

#### 3. Advice to the Public

Members of the public will be advised of closure times and dates in keeping with the principles of local public notice as defined by the *Local Government Act 1995* and *Local Government (Administration) Regulations 1996*. This may include information being available on the Town's website, public notice on the Town's noticeboard, social media and advertisement in the local newspaper.

Clients of the Commonwealth Home Support Program will be directly advised of the dates of closure of that service.

<b>Responsible Directorate:</b>	Office of the CEO
<b>Reviewing Officer:</b>	Chief Executive Officer
<b>Decision making Authority:</b>	Council
<b>Policy Adopted:</b>	
<b>Policy Amended/Reviewed:</b>	

## 13.4 DEFERRAL OF JUNE 2025 MONTHLY FINANCIAL STATEMENTS

<b>Report Reference Number</b>	OCR-3652
<b>Prepared by</b>	Pratigya Pandeya, Manager Finance
<b>Supervised by</b>	Peter Kocian, Executive Manager Corporate Services
<b>Meeting date</b>	Tuesday, 15 July 2025
<b>Voting requirements</b>	Simple Majority
<b>Documents tabled</b>	Nil
<b>Attachments</b>	Nil

**PURPOSE**

Given the end of year processes involved with producing the Annual Financial Report, it is proposed that the June 2025 Monthly Financial Statements be presented to Council at the August 2025 Ordinary Council meeting.

**EXECUTIVE SUMMARY**

Regulation 34 of the *Local Government (Financial Management) Regulations 1996* requires the Town to prepare a monthly Statement of Financial Activity. The monthly Statement of Financial Activity is to be presented to the Council at an ordinary meeting within 2 months after the end of the month to which the statement relates.

**BACKGROUND**

Not Applicable.

**CONSULTATION**

Executive Manager Corporate Services.

**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.

**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**

There are no financial implications relative to this report.

**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:

*5.3.1 Deliver community outcomes through sustainable finance and human resource management.*



## 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	Managed by the rigorous financial tasks and analysis undertaken to finalise the end of year accounts.

### 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

A significant amount of work is required to finalise the end of year accounts (accruals, reconciliation of reserves, reconciliation of leave provisions, reconciliation of fixed assets, fair value of assets) and it is proposed that the presentation of the June Financial Statements be deferred until the accounts are finalised. This will also allow a thorough comparison of June 30 balances against the 2025/26 Budget, including net current assets carried forward.

### CONCLUSION

It is recommended that Council determine to defer the June 2025 monthly financial statements until the accounts are finalised which will then be presented at the August 2025 Ordinary Council Meeting.

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#### 13.4 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

**OFFICER RECOMMENDATION:**

**That Council approves the deferral of the June 2025 Monthly Financial Report until the August 2025 Ordinary Council Meeting, as permissible under Regulation 34 of the *Local Government (Financial Management) Regulations 1996*.**

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#### REPORT ATTACHMENTS

No attachments

### 13.5 ACCOUNTS FOR PAYMENT JUNE 25

<b>Report Reference Number</b>	OCR-3608
<b>Prepared by</b>	Natalie McGill Senior Finance Officer
<b>Supervised by</b>	Pratigya Pandeya Manager Finance
<b>Meeting date</b>	Tuesday, 15 July 2025
<b>Voting requirements</b>	Simple Majority
<b>Documents tabled</b>	

#### Attachments

1. List of Accounts June 25
2. Caltex invoice May 25

#### 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 June 2025.

#### 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 June to 30 June 2025, 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) with the exception of occasional reimbursements and refunds.

#### CONSULTATION

Nil.

#### STATUTORY ENVIRONMENT

Regulation 13: *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.

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## 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.

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## 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.

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## 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.

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## 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 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	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)
DEPARTMENT OF FIRE AND EMERGENCY SERVICES	24/25 ESLB - 4TH QUARTER CONTRIBUTION	\$ 159,328.04
ELLENBY PTY LTD (FORMALLY ELLENBY TREE FARM)	SUPPLY 31X 35L AGONIS FLEXUOSA, 4 X 35L ANGOPHORA COSTATA, 25 X 25L EUCALYPTUS FOECUNDA, 43 X EUC. UTILIS, 11X 35L EUC. ERYTHROCORYS SUPPLY 10X BANKSIA GRANDIS 75L, 35 X EUC. SIDEROXYLON 150L, 24 EUC FOECUNDA 75L, 21 EUC FOECUNDA 25L 7X CALLISTEMON KPS 150L PLUS DELIVERY	\$ 41,496.40
SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	\$ 38,099.15
PROTEC ASPHALT	PROFILE AND ASPHALT SURFACE TIE IN WORKS ON RIVERSIDE ROAD (AS QUOTED) MARMION STREET PATCHES - PROFILE AND RELAY ASPHALT (AS QUOTED) PATCHES OF RED FOOTPATH REPAIRS AS REQUESTED ~150M2 - PETRA, CLAYTON & PRESTON POINT	\$ 35,024.00

VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD AUSTRALIA	WASTE & RECYCLING – MAY 25	\$ 24,869.47
CHG-MERIDIAN PTY LTD	EQUIPMENT RENTAL - TOWN LAPTOPS 17/02/25 - 16/05/25 & 17/05/25 - 16/08/25	\$ 22,667.76
VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD	WASTE & RECYCLING – MAY 25	\$ 22,079.63
FOCUS NETWORKS	2024/25 RFT04 2021/22 MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - MAY 25 2024/25- RFT04-2021/22 SOFTWARE AS A SERVICE (SAAS) AND MANAGED HARDWARE - JUNE 25 QU8379G VMWARE CRITICAL SECURITY UPDATE	\$ 21,771.88
FULL FAT CONSULTING - NICOLA PARKER	PROFESSIONAL SERVICES - ENGAGEMENT PROPOSAL TO CEO DATED 20 JANUARY 2025 - 31/03/25 - 30/05/25	\$ 20,790.00
SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	\$ 12,477.85

## CONCLUSION

Nil

## 13.5 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

**OFFICER RECOMMENDATION:**

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 June 2025.

June 2025		
Voucher No.	Account	Amount
Cheque 5419	Municipal (Cheques)	\$181.30
EFT 39409—39581	Municipal (EFT)	\$683,379.86
Payroll	Municipal (EFT)	\$249,566.22
	Municipal (Direct Debit)	\$62,840.06
	Credit Card	\$3,378.43
	Total Payments	\$999,493.87

## REPORT ATTACHMENTS

Attachments start on the next page

## TOWN OF EAST FREMANTLE

List of Accounts paid by the Chief Executive for June 2025 submitted for the information of the Council Meeting to be held on Tuesday 15 July 2025

Cheque	Payment Date	Supplier	Description	Inv Amount	Cheque
5419	04/06/2025	TOWN OF EAST FREMANTLE	ADMIN PETTY CASH RECOUP 31/05/25	181.30	181.30
			CHEQUE TOTAL	181.30	181.30
EFTS					
		Supplier	Description	Inv Amount	EFT
EFT39409	04/06/2025	APACE AID (INC)	APACE NATIVE PLANT SALE - MAY 2025	5,620.45	5,620.45
EFT39410	04/06/2025	BUNNINGS BLDG SUPPLIES LTD	MATERIALS FOR REPAIRS	117.87	
			MATERIAL FOR DOVENBY FLOOR REPAIRS	45.36	163.23
EFT39411	04/06/2025	BOC LIMITED	CONTAINER SERVICE - DECEMBER 2024 & MAY 2025	23.30	23.30
EFT39412	04/06/2025	FREMANTLE HERALD	ADVERTISEMENT - INTENTION TO IMPOSE DIFFERENTIAL RATES & FEES AND CHARGES NOTICES - 24/5/25 EDITION	599.50	599.50
EFT39413	04/06/2025	GLYDE IN COMMUNITY GROUP (INC)	50% CONTRIBUTION TO THE COST OF NEW BUNDS & FLOORING - GLYDE-IN	4,400.00	4,400.00
EFT39414	04/06/2025	JASON SIGNMAKERS	REPAIR OF BUS SHELTER AT MARMION STREET (STOP ID 10697) AS PER QUOTE 56873	8,400.34	8,400.34
EFT39415	04/06/2025	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE USE 22/04/25 - 21/05/25	159.98	159.98
EFT39416	04/06/2025	TELSTRA LIMITED	CEO MOBILE PHONE TO 01/05/25	279.96	279.96
EFT39417	04/06/2025	WATER CORPORATION	WATER SUPPLY AND SERVICE CHARGES - VARIOUS LOCATIONS	9,668.55	9,668.55
EFT39418	04/06/2025	WORK CLOBBER	OPS STAFF UNIFORM - STEEL CAPPED SAFETY BOOTS & WINTER HI-VIS JACKET	241.04	241.04
EFT39419	04/06/2025	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	12,477.85	12,477.85
EFT39420	04/06/2025	YOUNGS PLUMBING SERVICE P/L	RACEWAY PARK - INSPECT & REPAIR FAULTY DRINK FOUNTAIN	785.22	785.22
EFT39421	04/06/2025	MAJOR MOTORS	SERVICE OF WORKS TRUCK	1,172.50	1,172.50
EFT39422	04/06/2025	FASTA COURIERS	COURIER SERVICES 24/25 - 16/05 - 31/05	32.43	32.43
EFT39423	04/06/2025	KOOL LINE ELECTRICAL & REFRIGERATION	SOUTHERN BORE - SET - CONCRETE PLINTH WITH POWER FEED 20MM FOR EARTHING ROD - SIZE 1200 (L) x 500 (W) x 400 (D)	2,482.70	2,482.70
EFT39424	04/06/2025	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION (WALGA)	1X STAFF REGISTRATION FOR DELEGATION AND AUTHORISATION ESSENTIALS - 7/11/25	654.50	654.50
EFT39425	04/06/2025	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	24/25 ESLB - 4TH QUARTER CONTRIBUTION	159,328.04	159,328.04
EFT39426	04/06/2025	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - ADMIN - 10/04/25	12.60	
			WOOLWORTHS PURCHASES - CHSP - 22/05/25	61.60	
			WOOLWORTHS PURCHASES - DEPOT - 27/05/25	39.35	
			WOOLWORTHS PURCHASES - CHSP - 28/05/25	22.65	
			WOOLWORTHS PURCHASES - DEPOT 29/05/25	34.05	
			WOOLWORTHS PURCHASES - DEPOT - 30/05/25	68.85	
			WOOLWORTHS PURCHASES - DEPOT - 30/05/25	7.00	246.10
EFT39427	04/06/2025	SEEK LIMITED	EMPLOYMENT AD - GENERAL HAND OPERATIONS (PARKS)	500.50	
			EMPLOYMENT AD - ADMIN OFFICER (CHSP)	418.00	918.50
EFT39428	04/06/2025	FOCUS NETWORKS	2024/25 PROJECT WORK RATE FOR OUT OF SCOPE WORKS - MAY 25	85.25	
			QJ8387G INCREASE SIZE OF ADMIN MAILBOX	11.11	96.36
EFT39429	04/06/2025	THE TURBAN INDIAN RESTURANT	CATERING FOR COUNCIL MEETINGS - 28/04/25	376.25	
			CATERING FOR COUNCIL MEETINGS - 27/05/25	200.55	576.80
EFT39430	04/06/2025	LANDMARK ENGINEERING AND DESIGN PTY LTD T/A5 EXTERIA	PARK BENCH REPLACEMENT COMPOSITE SLATS X20 - VARIOUS LOCATIONS - RIVERSIDE	1,622.50	1,622.50
EFT39431	04/06/2025	SCULPTURE AT BATHERS	DONATION/ SPONSORSHIP FOR SCULPTURE AT BATHERS	5,500.00	5,500.00
EFT39432	04/06/2025	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	ONGOING MONTHLY CHARGES - HOST CMS INCLUDING LICENSE & COMMUNICATION COSTS, COMPREHENSIVE MAINTENANCE & PARTS PER MONTH - MAY 25	182.91	182.91
EFT39433	04/06/2025	VEOLIA RECYCLING & RECOVERY	GENERAL WASTE - 46 EAST STREET 30/04/25 - 30/05/25	811.72	811.72
EFT39434	04/06/2025	HDICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 21/05/25	10.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 23/05/25	20.00	
			CHSP VOLUNTEER MAIL REIMBURSEMENT 28/05/25	19.90	49.90
EFT39435	04/06/2025	CONTRA-FLOW PTY LTD	4X 2 TRAFFIC CONTROL FOR ROAD PATCHING JOBS (2 DAYS) - 26/05 & 27/05	3,360.80	3,360.80
EFT39436	04/06/2025	THE FRUIT BOX GROUP	FRUITBOX DELIVERY - TOWN HALL AND DEPOT - 28/04/25 - 19/05/25	264.00	264.00
EFT39437	04/06/2025	GRACE RECORDS MANAGEMENT (AUSTRALIA)	DOCUMENT SCANNING, DATA STORAGE, USER LICENCES AND HOSTING 13/05/25 - 27/05/25	642.84	
			STORAGE FEES 01/06/25 - 30/06/25 AND FILE RETRIEVAL 13/05/25 - 27/05/25	336.53	979.37
EFT39438	04/06/2025	KYOCERA DOCUMENT SOLUTIONS	PRINTING COSTS 2024/25 - FINANCE RF59800236, REG SERVICES RVG2901500, DEPOT RVQ3Y09206, MAY 25	97.42	97.42
EFT39439	04/06/2025	PAPERSCOUT - (PLANET OF THE SHAPES)	TALK OF THE TOWN JUNE FOUR PAGE NEWSLETTER	770.00	770.00
EFT39440	04/06/2025	TPG NETWORK PTY LTD	INTERNET CHARGES 01/05/25 - 31/05/25	1,794.07	1,794.07
EFT39441	04/06/2025	PROTEC ASPHALT	PROFILE AND ASPHALT SURFACE TIE IN WORKS ON RIVERSIDE ROAD (AS QUOTED)	14,850.00	
			MARMION STREET PATCHES - PROFILE AND RELAY ASPHALT (AS QUOTED)	13,640.00	
			PATCHES OF RED FOOTPATH REPAIRS AS REQUESTED ~150M2 - PETRA, CLAYTON & PRESTON POINT	6,534.00	35,024.00
EFT39442	04/06/2025	J ENGLAND	CHSP VOLUNTEER MEAL REIMBURSEMENT 29/05/25	20.00	20.00
EFT39443	04/06/2025	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 22/05/25	20.00	20.00
EFT39444	04/06/2025	T ABELHA	CHSP VOLUNTEER MEAL REIMBURSEMENT 26/05/25	19.90	19.90
EFT39445	04/06/2025	WDJ PEST CONTROL	VERGE TREE - TERMITE INSPECTION & TREATMENT - WINDSOR RD	330.00	330.00

EFT39446	04/06/2025	HJOHNSTONE	REIMBURSEMENT OF COST OF PASSENGER TRANSPORT DRIVER APPLICATION FEE, AUTHORISATION FEE AND POLICE CLEARANCE	260.80	260.80
EFT39447	04/06/2025	ALISON CONNELL	CHSP - CBDC CLIENT ACTIVITY 07/05/25 & 14/05/25	120.00	120.00
EFT39448	04/06/2025	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 22/05/25	19.00	19.00
EFT39449	04/06/2025	BING TECHNOLOGIES PTY LTD	ELECTRONIC MAIL - 16/05/25 - 31/05/25	63.84	63.84
EFT39450	04/06/2025	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS JUNE 25	3,176.05	3,176.05
EFT39451	04/06/2025	MICHAEL RICHARD WARD	BUILDING SURVEYOR COSTS - 29/04/25 - 5.50 HRS AND 06/05/25 - 5 HOURS	1,050.00	
			BUILDING SURVEYOR COSTS - 27/05/25 - 3 HRS AND 03/06/25 - 4HRS	700.00	1,750.00
EFT39452	04/06/2025	SOURCE BUSINESS PARTNERS	WALGA PREFERRED SUPPLIER CONTRACT P5P004-12 MANAGED ACCOUNTING SERVICES, END OF MONTH, TRAINING/INDUCTION FOR NEW MANAGER FINANCE & END OF YEAR ACCOUNTS AND AF5 PREPARATION - 12/05/25 - 25/05/25	3,997.13	3,997.13
EFT39453	04/06/2025	MORIN AND SON TREE SERVICES	STREET TREE PRUNING & MAINTENANCE AS DIRECTED - LOCKE, ALLEN, FORTESCUE, PHILLIP, ALEXANDRA, GEORGE STREETS	1,540.00	
			STREET TREE PRUNING & MAINTENANCE AS DIRECTED CNR PRESTON POINT & WAUHOPE	1,210.00	2,750.00
EFT39454	04/06/2025	ASCENSION PROPERTIES T/AS CIVIL PRODUCTS WA	SIGNS AND BRACKETS AS REQUIRED	1,565.30	1,565.30
EFT39455	04/06/2025	CARABINER ARCHITECTS PTY LTD	RFT03-2021/22 ARCHITECTURAL SERVICES - EF OVAL PRECINCT REDEVELOPMENT PROJECT CERTIFICATE 25 TO 30/04/25	3,212.00	3,212.00
EFT39456	04/06/2025	VEOLIA RECYCLING & RECOVERY (PERTH)	WASTE DISPOSAL GENERAL WASTE 30/04/25 - 28/05/25	2,170.15	
			WASTE DISPOSAL FOGO 01/05/25 - 30/05/25	17,364.92	
			WASTE DISPOSAL RECYCLING - 01/05/25 - 30/05/25	5,334.40	24,869.47
EFT39457	04/06/2025	BELGRAVIA HEALTH & LEISURE GROUP PTY LTD - CARNABY'S	ROOM RESTRUCTURE FEE FOR EAST FREMANTLE PROBUS CLUB - 03/05/25	227.00	227.00
EFT39458	04/06/2025	MOBILE SENTINEL PTY LTD T/AS LITTLE RIPPERS TECHNOLOGY	20x BOXES OF CANINE WASTE DISPOSAL BAGS	2,607.00	2,607.00
EFT39459	04/06/2025	M HOUSHAM	REIMBURSEMENT FOR COST OF PURCHASE OF FUEL FOR P5027 - MAZDA	51.74	51.74
EFT39460	04/06/2025	SOUND BUILDING MAINTENANCE	FOOTPATH REPAIRS GEORGE STREET	5,720.00	5,720.00
EFT39461	04/06/2025	J CLARKE	CHSP VOLUNTEER MEAL REIMBURSEMENT 19/05/25	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 26/05/25	20.00	40.00
EFT39462	04/06/2025	OD CONSULTING	P&C REMUNERATION and EMPLOYMENT CONTRACT REVIEW - CLAIM 1	5,439.50	5,439.50
EFT39463	04/06/2025	BIBRA LAKE FABRICATORS PTY LTD	CUT DOWN EXISTING BENCH BY 330MM X 1270MM - BAR SERVRY WINDOW AS PER ATTACHED QUOTE	3,465.00	3,465.00
EFT39464	04/06/2025	T DOWDALL	REFUND OF OVERPAYMENT OF PARKING FEES LEEUWIN LAUNCHING RAMP 21/05/25	78.40	78.40
EFT39465	04/06/2025	MWEAVER - AZURE CAPITAL	REFUND OF OVERPAYMENT OF PARKING FEES 26/04/25	78.40	78.40
EFT39466	04/06/2025	ONID PTY LTD T/AS ARTISAN- IMPAGEPAK	THREE TEAR DROP BANNERS FOR EVENTS	737.00	737.00
EFT39467	04/06/2025	ALINTA ENERGY	GAS USE TRICOLORE 18/02/25 - 21/05/25	124.50	124.50
EFT39468	04/06/2025	AMPOL AUSTRALIA PETROLEUM PTY LTD	FUEL USE 01/05/25 - 31/05/25	5,255.79	5,255.79
EFT39469	18/06/2025	AUSTRALIA POST	MONTHLY CHARGES 24/25 - MAY 25	523.48	523.48
EFT39470	18/06/2025	BUNNINGS BLDG SUPPLIES LTD	VARIOUS MATERIAL FOR ROAD AND VERGE WORKS	166.66	166.66
EFT39471	18/06/2025	CITY OF COCKBURN	TIP FEES - MAY 2025	1,806.00	1,806.00
EFT39472	18/06/2025	FREMANTLE HERALD	ADVERTISEMENT - INTENTION TO IMPOSE DIFFERENTIAL RATES & FEES AND CHARGES NOTICES - 24/5/25 EDITION	208.83	208.83
EFT39473	18/06/2025	S LIMBERT	REIMBURSEMENT OF COST OF PASSENGER TRANSPORT DRIVER AUTHORISATION RENEWAL- CHSP VOLUNTEER	99.00	
			REIMBURSEMENT OF COST OF OBTAINING POLICE CLEARANCE - CHSP VOLUNTEER	63.80	162.80
EFT39474	18/06/2025	MCLEODS	LEGAL ADVICE - LEASE OF RESERVE 08/05/25 - 26/05/25	1,013.10	
			LEGAL ADVICE - TRANSFER OF RIVER RESERVE LEASES - 14/05/25 - 30/05/25	1,364.88	2,377.98
EFT39475	18/06/2025	MAYOR O'NEILL	SITTING FEES, ICT ALLOWANCE & MAYORAL ALLOWANCE - JUNE 2025	5,909.42	5,909.42
EFT39476	18/06/2025	TELSTRA LIMITED	1x IPHONE 16 WITH 512GB STORAGE - EXEC MANAGER TECH SERVICES	1,949.00	
			MONTHLY DATA FEES FOR OPERATIONS & RANGERS TABLETS AND PHONES, RETIC AND VMS TRAILER 24/25 TO 03/06/25	1,225.00	3,174.00
EFT39477	18/06/2025	WORK CLOBBER	OPS STAFF UNIFORMS	2,597.21	2,597.21
EFT39478	18/06/2025	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	38,099.15	38,099.15
EFT39479	18/06/2025	YOUNGS PLUMBING SERVICE P/L	WAUHOPE CHANGEROOMS - UNBLOCK TOILET	693.00	693.00
EFT39480	18/06/2025	ELLENBY PTY LTD (FORMALLY ELLENBY TREE FARM)	SUPPLY 31X 35L AGONIS FLEXUOSA, 4 X 35L ANGOPHORA COSTATA, 25 X 25L EUCALYPTUS FOECUNDA, 43 X EUC. UTILIS, 11X 35L EUC. ERYTHROCORYS	11,084.70	
			SUPPLY 10X BANKSIA GRANDIS 75L, 35 X EUC. SIDEROXYLON 150L, 24 EUC FOECUNDA 75L, 21 EUC FOECUNDA 25L 7X CALLISTEMON KPS 150L PLUS DELIVERY	30,411.70	41,496.40
EFT39481	18/06/2025	ALCHEMY TECHNOLOGY	CHSP CLIENT SERVICE - SMS SOFTWARE MAINTENANCE & SUPPORT 2025-2026 - PREPAYMENT	4,332.24	4,332.24
EFT39482	18/06/2025	TREE PLANTING & WATERING	STREE TREE WATERING 25/05/25 - 23/05/25 & 27/05/25 - 30/05/25	3,968.26	3,968.26
EFT39483	18/06/2025	FORESTVALE TREES	SUPPLY 20XTUCKEROO 35L, 13 X PEPPERMINT 35L, 25 X ANGOPHORA COSTATA, 7 X JACARANDA, 3 X EVERGREEN ASH, 6 X KURRAJONG	8,547.00	8,547.00
EFT39484	18/06/2025	DEPT OF MINES, INDUSTRY REGULATION & SAFETY	BSL COLLECTED MAY 25	475.05	475.05
EFT39485	18/06/2025	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	LOCAL GOVERNMENT PROFESSIONALS AFFILIATE MEMBERSHIP X 1	190.00	190.00



EFT39486	18/06/2025	WATERLOGIC AUSTRALIA PTY LTD	RENTAL & SERVICE - FREESTANDING WATER FILTER - JUNE-AUGUST 2025	217.37	217.37
EFT39487	18/06/2025	STRATA GREEN	SUPPLY 50 X GREENWELL TREE WELLS, 5 X 20KG TERRACOTTEM, 2 X 1000 PACK ARBORTAB, 3 X 400 M ROLL TREE TIE, 300 X 1.8 X 50X50 TREE STAKES	8,715.09	8,715.09
EFT39488	18/06/2025	CR. HARRINGTON	SITTING FEES & ICT ALLOWANCE - JUNE 2025	1,767.58	1,767.58
EFT39489	18/06/2025	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - CHSP - 03/06/25	145.40	
			WOOLWORTHS PURCHASES - CHSP - 06/06/25	40.00	
			WOOLWORTHS PURCHASES - ADMIN 10/06/25	37.00	
			WOOLWORTHS PURCHASES - CHSP - 10/06/25	36.50	
			WOOLWORTHS PURCHASES - CHSP - 11/06/25	74.45	
			WOOLWORTHS PURCHASES - CHSP 12/06/25	19.00	
			WOOLWORTHS PURCHASES - CHSP - 12/06/25	263.10	
			CATERING - ITEMS FOR STAFF MORNING TEA EVENT 13/06/25	59.80	
			WOOLWORTHS PURCHASES - CHSP -17/06/25	47.75	723.00
EFT39490	18/06/2025	EAST FREMANTLE LAWN TENNIS CLUB	CHSP NEIGHBOURHOOD LINK - HALL HIRE 2024/2025 - 07/05, 14/05, 21/05 & 28/05	800.00	800.00
EFT39491	18/06/2025	CR COLLINSON	SITTING FEES & ICT ALLOWANCE - JUNE 2025	1,767.58	1,767.58
EFT39492	18/06/2025	DAVID GRAY & CO. PTY LTD	20X COMPLETE SETS 240L GENERAL WASTE BINS + 20X ADDITIONAL RED LIDS	1,529.66	1,529.66
EFT39493	18/06/2025	WEST COAST SHADE	SHADE SAIL DISMANTLE - WINTER 2025 - GLASSON PARK, JOHN TONKIN PARK, LEE PARK, NORM MCKENZIE PARK, RACEWAY PARK, STRATFORD STREET PARK, ULRICH PARK	3,249.95	3,249.95
EFT39494	18/06/2025	HYDRO JET	GRAFFITI REMOVAL - RIVERSIDE ROAD, MIDWIFE CENTRE & GEORGE STREET UNDERPASS	1,232.00	1,232.00
EFT39495	18/06/2025	DEPARTMENT OF TRANSPORT	VEHICLE OWNERSHIP REGISTRATION REQUESTS - FINAL NOTICES - INFRINGEMENTS - MAY 25	441.35	441.35
EFT39496	18/06/2025	FOCUS NETWORKS	2024/25 RFT04 2021/22 MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - MAY 25	8,646.00	
			2024/25- RFT04-2021/22 SOFTWARE AS A SERVICE (SAAS) AND MANAGED HARDWARE - JUNE 25	11,954.38	
			QUB379G VMWARE CRITICAL SECURITY UPDATE	1,171.50	21,771.88
EFT39497	18/06/2025	ENVIRO SWEEP	STREET SWEEPING - MAY 2025 (INC FUEL SURCHARGE)	4,748.30	4,748.30
EFT39498	18/06/2025	LANDGATE	GR055 RENTAL VALUATION (GRV) SCHEDULES - INTERIM VALUATIONS DATED 26/04/25 TO 09/05/25	112.20	
			GR055 RENTAL VALUATION (GRV) ROLL	178.15	290.35
EFT39499	18/06/2025	SNAP PRINTING	LEEWIN BOAT RAMP - 4X PARKING FEE INCREASE STICKERS FOR 2025/26	610.50	610.50
EFT39500	18/06/2025	CR MCPHAIL	SITTING FEES & ICT ALLOWANCE - JUNE 2025	1,767.58	1,767.58
EFT39501	18/06/2025	CR WHITE	SITTING FEES & ICT ALLOWANCE - JUNE 2025	1,767.58	1,767.58
EFT39502	18/06/2025	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	PAYABLE CREDIT CARD TRANSACTIONS VIA TILL PER MONTH - MAY 25	267.30	267.30
EFT39503	18/06/2025	CR. NATALE	SITTING FEES, ICT ALLOWANCE & DEPUTY MAYORAL ALLOWANCE - JUNE 2025	2,600.66	2,600.66
EFT39504	18/06/2025	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, RECYCLING - YELLOW BINS & GENERAL WASTE - RED BINS - 48-50 ALEXANDRA RD - MAY 25	22,079.63	22,079.63
EFT39505	18/06/2025	HDICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 06/06/25	18.80	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 11/06/25	6.50	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 13/06/25	14.70	40.00
EFT39506	18/06/2025	LIVING TURF	DIRECT ONLY SUPPLIER AND KNOWLEDGE OF THE WORKS SURROUNDS OF OVAL TO PROVIDE SOIL TEST, TISSUE TEST AND WATER ANALYSIS FOR THE NEW CONDITIONER TO BE INSTALLED ON THE SOUTHERN BORE - EF OVAL REDEVELOPMENT - SALINITY ISSUES TO BE RESOLVED AND FIXED.	627.00	627.00
EFT39507	18/06/2025	PTC IRRIGATION	10 X SDS DATA COILS FOR IRRIGATION VALVES	2,259.95	2,259.95
EFT39508	18/06/2025	FRESH PROVISIONS BICTON	CHSP CLIENT - CBDC CATERING - 09/04/25	76.62	
			CHSP CLIENT - CBDC CATERING - 16/04/25	148.01	
			CHSP CLIENT - CBDC CATERING - 23/04/25	106.13	
			CHSP CLIENT - CBDC CATERING - 07/05/25	100.72	
			CHSP CLIENT - CBDC CATERING - 14/05/25	65.94	
			CHSP CLIENT - CBDC CATERING - 21/05/25	102.81	
			CHSP CLIENT - CBDC CATERING - 28/05/25	41.70	641.93
EFT39509	18/06/2025	CR DONOVAN	SITTING FEES & ICT ALLOWANCE - JUNE 2025	1,767.58	1,767.58
EFT39510	18/06/2025	KYOCERA DOCUMENT SOLUTIONS	PRINTING COSTS 2024/25 - DOVENBY HOUSE - RVQ4209896 MAY 25	70.75	70.75
EFT39511	18/06/2025	M2M ONE PTY LTD	TOWN HALL LIFT EMERGENCY SIM CARD - JUNE 25	19.25	19.25
EFT39512	18/06/2025	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 29/05/25	20.00	20.00
EFT39513	18/06/2025	DONALD CANT WATTS CORKE (WA) PTY LTD	RFQ01-2021/22 CONTRACT VARIATION- PROJECT MANAGEMENT FEES FOR PROJECT PROLONGATION	4,950.00	4,950.00
EFT39514	18/06/2025	SWAN LOCK SERVICE (RAMSAY & SONS PTY LTD)	ABLOY LOCK & KEY REPLACEMENTS - TOWN HALL, DEPOT, TRICLORE / CHANGEROOMS, DOVENBY HOUSE, SUMPTON GREEN	289.50	289.50
EFT39515	18/06/2025	CR. WILSON	SITTING FEES & ICT ALLOWANCE - JUNE 2025	1,767.58	1,767.58
EFT39516	18/06/2025	JACKSON MCDONALD BARRISTERS & SOLICITORS	LEGAL ADVICE - EF OVAL REDEVELOPMENT -- LICENCE ISSUES 30/04/25 - 23/05/25	11,450.97	11,450.97
EFT39517	18/06/2025	THE RICHARD WALLEY FAMILY TRUST - ABORIGINAL PRODUCTIONS AND PROMOTIONS RICHARD WALLEY AND ROBYN SMITH-WALLEY	NATIONAL RECONCILIATION WEEK STORYTELLING EVENT	770.00	770.00
EFT39518	18/06/2025	CALL ASSOCIATES PTY LTD	AFTER HOURS CALL CENTRE SERVICES - MAY 25	229.24	229.24

EFT39519	18/06/2025	R TETI	REIMBURSEMENT OF COST OF NATIONAL VOLUNTEER WEEK ACTIVITY	612.00	612.00
EFT39520	18/06/2025	BRITESHINE CLEANING & MAINTENANCE SERVICES PTY LTD	CLEANING- TOWN HALL, DEPOT, DOVENBY HOUSE, GLASSON PARK & CONSUMABLES (ALL SITES) - MAY 2025	7,978.18	7,978.18
EFT39521	18/06/2025	FORPARK AUSTRALIA	WAYMAN EXERCISE EQUIPMENT - BUTTERFLY PRESS REPLACEMENT PARTS	668.80	
			GLASSON PARK - GRAVITATOR ROCKER - REPLACEMENT PARTS	3,576.76	4,245.56
EFT39522	18/06/2025	PEACEFUL EARTH WELLBEING	CHSP CLIENT ACTIVITY - 04/06/25	50.00	50.00
EFT39523	18/06/2025	PREMIUM BRAKE AND CLUTCH SERVICE	TRANSPORT AND DOT INSPECTION FEES FOR ROSA BUS	912.07	912.07
EFT39524	18/06/2025	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 05/06/25	20.00	20.00
EFT39525	18/06/2025	J MIUIR	CHSP VOLUNTEER MEAL REIMBURSEMENT 05/06/25	20.00	20.00
EFT39526	18/06/2025	BING TECHNOLOGIES PTY LTD	ELECTRONIC MAIL - 03/06/25 - 14/06/25	328.42	328.42
EFT39527	18/06/2025	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS JUNE 25	3,176.05	3,176.05
EFT39528	18/06/2025	CR. MAYWOOD	SITTING FEES & ICT ALLOWANCE - JUNE 2025	1,767.58	1,767.58
EFT39529	18/06/2025	SOURCE BUSINESS PARTNERS	WALGA PREFERRED SUPPLIER CONTRACT PSP004-12 MANAGED ACCOUNTING SERVICES - POSITION PAPER DEVELOPMENT 26/05/25 - 08/06/25	3,762.00	3,762.00
EFT39530	18/06/2025	MORIN AND SON TREE SERVICES	TREE PRUNING VARIOUS LOCATIONS - PETRA, TENNIS CLUB, TRICOLORE/WAUHOP AND FLETCHER + FALLEN TREE CLEANUP SOCCER	5,005.00	5,005.00
EFT39531	18/06/2025	B ACTIVE EAST FREMANTLE	TOWN CONTRIBUTION TO STAFF GYM MEMBERSHIPS 03/03/25 - 30/03/25, LESS CREDIT FOR CANCELLED/SUSPENDED MEMBERSHIPS	550.14	
			TOWN CONTRIBUTION TO STAFF GYM MEMBERSHIPS 30/03/25 - 27/04/25	650.14	
			TOWN CONTRIBUTION TO STAFF GYM MEMBERSHIPS 28/04/25 - 01/06/25	656.00	1,856.28
EFT39532	18/06/2025	FETCH PRINT PTY LTD	WASTE GUIDE PRINTING - QTY 3740 - 2025/26	3,069.00	3,069.00
EFT39533	18/06/2025	KWINANA ENERGY RECOVERY	WASTE DISPOSAL GENERAL WASTE - GATE FEE INDEXATION APRIL 25	279.59	
			WASTE DISPOSAL (GENERAL WASTE) WASTE DISPOSAL MAY 25	10,095.42	10,375.01
EFT39534	18/06/2025	JIM'S CAR DETAILING FREMANTLE	MONTHLY DETAIL OF TOWN EV CAR - 13/05/25	130.00	130.00
EFT39535	18/06/2025	THE GOOD GROCER EAST FREMANTLE	CATERING ITEMS - MAY 25	306.17	306.17
EFT39536	18/06/2025	P WONG	REIMBURSEMENT OF COST OF CPR TRAINING - CHSP STAFF	35.10	
			REIMBURSEMENT OF COST OF OBTAINING POLICE CLEARANCE - CHSP STAFF	63.80	98.90
EFT39537	18/06/2025	BLACKWOODS	MATERIALS FOR ROAD WORKS	129.97	129.97
EFT39538	18/06/2025	CHG-MERIDIAN AUSTRALIA PTY LTD	EQUIPMENT RENTAL - TOWN LAPTOPS 17/02/25 - 16/05/25	11,333.88	
			EQUIPMENT RENTAL - TOWN LAPTOPS - 17/05/25 - 16/08/25	11,333.88	22,667.76
EFT39539	18/06/2025	T FLETCHER	YOUTH SPONSORSHIP - SELECTION IN STATE TEAM FOR AUSTRALIAN GYMNASICS CHAMPIONSHIP - GOLD COAST JULY 2025	300.00	300.00
EFT39540	24/06/2025	TOWN OF EAST FREMANTLE	INFRASTRUCTURE BOND REFUND TO BE RECEIPTED TO DR INV 22848	1,300.00	
			INFRASTRUCTURE BOND REFUND TO BE RECEIPTED TO TC463	324.50	
			INFRASTRUCTURE BOND REFUND TO BE RECEIPTED TO A835850	1,993.49	3,617.99
EFT39541	24/06/2025	BURGIO CONSTRUCTION	INFRASTRUCTURE BOND REFUND	5,000.00	5,000.00
EFT39542	24/06/2025	A MCROSTIE	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT39543	24/06/2025	M RADTKE	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT39544	24/06/2025	W CURRAN	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT39545	24/06/2025	J GAGLIA	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT39546	24/06/2025	M TAGGART	PARTIAL REFUND OF MOORING PEN BOND	1,006.51	1,006.51
EFT39547	27/06/2025	FREMANTLE HERALD	ADVERTISEMENT FOR AMENDMENT 20 TO TOWN PLANNING SCHEME NO.3 - 28 JUNE 2025 EDITION	379.66	379.66
EFT39548	27/06/2025	GRONBEK SECURITY	QUOTE 515099 JP KEY GRONBEK LOGO FL 325	40.92	40.92
EFT39549	27/06/2025	S LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 16/06/25	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 23/06/25	20.00	40.00
EFT39550	27/06/2025	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE USE 22/05/25 - 21/06/25	159.98	159.98
EFT39551	27/06/2025	TELSTRA LIMITED	CEO MOBILE PHONE TO 01/06/25	139.98	
			DEPOT MOBILE BACKUP 04/06/25 - 03/07/25	19.00	158.98
EFT39552	27/06/2025	SYNERGY	POWER SUPPLY 20/05/25 - 16/06/25 - TOWN HALL	1,045.95	1,045.95
EFT39553	27/06/2025	YOUNGS PLUMBING SERVICE P/L	EFTLC - EMERGENCY REPAIRS - SEWER OVERFLOW - SUPPLY & FIT NEW SENSOR PROBE	2,316.75	2,316.75
EFT39554	27/06/2025	SATELLITE SECURITY SERVICES	EXTRACT FOOTAGE FROM CCTV FOR WAPOL	77.00	77.00
EFT39555	27/06/2025	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - DEPOT - 17/06/25	20.40	
			WOOLWORTHS PURCHASES - CHSP - 18/06/25	24.21	
			WOOLWORTHS PURCHASES - ADMIN - 18/06/25	76.55	
			WOOLWORTHS PURCHASES - CHSP - 23/06/25	73.75	
			WOOLWORTHS PURCHASES - DEPOT - 24/06/25	14.30	209.21
EFT39556	27/06/2025	HYDRO JET	GRAFFITI REMOVAL - VARIOUS LOCATIONS	651.20	651.20
EFT39557	27/06/2025	E LIMBERT	REIMBURSEMENT OF COST OF PASSENGER TRANSPORT DRIVER AUTHORISATION RENEWAL FEES	99.00	99.00
EFT39558	27/06/2025	LANDGATE	GROSS RENTAL VALUATION (GRV) SCHEDULES - INTERIM VALUATIONS DATED 10/05/25 - 23/05/25	75.36	
			GROSS RENTAL VALUATION (GRV) SCHEDULES - INTERIM VALUATIONS DATED 24/05/25 - 06/06/25	37.40	112.76
EFT39559	27/06/2025	WINC	OFFICE STATIONARY ORDERED ON 13/06/2025	235.57	235.57
EFT39560	27/06/2025	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 18/06/25	12.50	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 20/06/25	20.00	32.50
EFT39561	27/06/2025	RICHGRO	GREEN WASTE BULK VERGE COLLECTION DISPOSAL FEES - APRIL 2025 08/04/25 - 14/04/25	4,243.80	
			GREEN WASTE PROCESSING - BUND CLEAN OUT - APRIL 2025 - 14/04/25	709.50	4,953.30

EFT39562	27/06/2025	M LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 16/06/25	18.50	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 23/06/25	18.00	36.50
EFT39563	27/06/2025	J ENGLAND	CHSP VOLUNTEER MEAL REIMBURSEMENT 19/06/25	20.00	20.00
			CHSP VOLUNTEER MEAL REIMBURSEMENT 12/06/25		
EFT39564	27/06/2025	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 12/06/25	18.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 19/06/25	16.00	34.00
EFT39565	27/06/2025	PEACEFUL EARTH WELLBEING	CHSP CLIENT ACTIVITY - 21/05/25 & 28/05/25	100.00	
			CHSP CLIENT ACTIVITY - 18/06/25	50.00	150.00
EFT39566	27/06/2025	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 12/06/25	18.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 17/06/25	17.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 17/06/25	17.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 19/06/25	16.00	68.00
EFT39567	27/06/2025	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS JUNE 25	3,176.05	3,176.05
EFT39568	27/06/2025	MICHAEL RICHARD WARD	BUILDING SURVEYOR COSTS 10/06/25 - 4.50HRS AND 17/06/25 - 4 HRS	850.00	
			BUILDING SURVEYOR COSTS 24/06/25 - 4 HOURS	400.00	1,250.00
EFT39569	27/06/2025	RAPID GLOBAL PTY LTD	ANNUAL LICENCE FEE AND USER FEES FOR JUNE 2025-MAY 2026	605.00	605.00
EFT39570	27/06/2025	MORIN AND SON TREE SERVICES	TREE PRUNING - VARIOUS LOCATIONS - 19/06/25 - PRESTON POINT RD, CLAYTON, FRASER AND MAY STREETS	5,005.00	5,005.00
EFT39571	27/06/2025	FULL FAT CONSULTING - NICOLA PARKER	PROFESSIONAL SERVICES - ENGAGEMENT PROPOSAL TO CEO DATED 20 JANUARY 2025 - 31/03/25 - 30/05/25	20,790.00	20,790.00
EFT39572	27/06/2025	FETCH PRINT PTY LTD	PRINTING OF TALK OF THE TOWN NEWSLETTER FOR JUNE 2025	1,859.00	1,859.00
EFT39573	27/06/2025	KWINANA ENERGY RECOVERY	GENERAL WASTE DISPOSAL- DECEMBER 24	1,418.30	1,418.30
EFT39574	27/06/2025	JIM'S CAR DETAILING FREMANTLE	MONTHLY DETAIL OF TOWN EV CAR - 17/06/25	130.00	130.00
EFT39575	27/06/2025	M HOUSHAM	REIMBURSEMENT OF COST OF CHSP VEHICLE HIRE 14/06/25	180.60	180.60
EFT39576	27/06/2025	TELLUS HEALTH	EAP CONTRACT DEC 2024 - NOV 2025	4,722.30	4,722.30
EFT39577	27/06/2025	THE GOOD GROCER EAST FREMANTLE	CATERING -12/05/25	90.00	90.00
EFT39578	27/06/2025	J CLARKE	CHSP VOLUNTEER MEAL REIMBURSEMENT 09/06/25	19.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 18/06/25	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 23/06/25	20.00	59.00
EFT39579	27/06/2025	OD CONSULTING	F&C REMUNERATION and EMPLOYMENT CONTRACT REVIEW	3,817.00	
			F&C REMUNERATION & EMPLOYMENT CONTRACT REVIEW - CONTRACT VARIATION	3,520.00	7,337.00
EFT39580	27/06/2025	F OGILVIE	CULTURAL ADVISOR FEE FOR MAY 2025 RAP MEETING	250.00	250.00
EFT39581	27/06/2025	M ASHTON	RATES REFUND	991.43	991.43
			EFT TOTAL	683,379.86	683,379.86
	Direct Debit - June 2025	Supplier	Description	Inv Amount	EFT
		CBA	INTEREST ADJUSTMENT	0.06	0.06
		CBA	OVERDRAFT LINE FEE	504.11	504.11
		CBA	REJECT RETURN FEE - CHSP	12.50	12.50
		CBA	STOP PAYMENT FEE - CHSP	86.60	86.60
		CBA	MERCHANT FEE	228.27	228.27
		CBA	MERCHANT FEE	151.78	151.78
		AMEX	AMEX FEE	93.75	93.75
		NUVEI AUSTRALIA	NUVEI (TILL) SIMPLEPAY FEE	457.55	457.55
		SHERIFFS OFFICE	FER FEES	2,064.00	2,064.00
		SUPERCHOICE	EMPLOYEE SUPERANNUATION	59,136.83	59,136.83
		CBA	COMMBIZ TRANSACTION FEES	34.37	34.37
		CBA	ACCOUNT SERVICE TRANSACTION FEES	4.50	4.50
		EXETEL	INTERNET ACCESS	105.00	105.00
		CBA	BPOINT TRANSACTION FEES	36.52	36.52
		CBA	BPAY TRANSACTION FEES	72.22	72.22
				62,988.06	62,988.06
	Credit Cards - June 2025	Supplier	Description	Inv Amount	EFT
		CREDIT CARD - PETER KOCIAN	DBO FURNITURE - FURNITURE DOVENBY HOUSE	402.00	402.00
			OFFICEWORKS - FURNITURE DOVENBY HOUSE	139.57	139.57
			COLES - CATERING	50.48	50.48
			BAKERS DELIGHT - CATERING	26.00	26.00
			DOMINOS - CATERING	172.00	172.00
			BITTERSWEET - CATERING	92.00	92.00
			FONGS CHINESE RESTAURANT - CATERING	291.00	291.00
			MAILCHIMP - SUBSCRIPTION	109.21	109.21
			DOMINOS - CATERING	140.00	140.00
		CREDIT CARD - GINA TETI	BRAW PAPER CO -CHSP VOLUNTEER NVW CARD & GIFT	125.55	125.55
			CONCEPT MUSIC - CBDC - CLIENT ACTIVITY MUSICAL ITEMS	72.00	72.00
			CITY OF GOSNELLS - CLINT OUTING	243.75	243.75
		CREDIT CARD - FRASER HENDERSON	NESPRESSO - CATERING	190.10	190.10
			EHA WA - ANNUAL FOODSAFE ONLINE TRAINING FEE	550.00	550.00
			ROOM HOLDINGS - PRODUCE BAGS FOR PROMOTIONAL EVENT	268.60	268.60
			NESPRESSO - CATERING	190.10	190.10
		CREDIT CARD - JONATHAN THROSSSELL	KINGS SQUARE FREMANTLE - PARKING	15.15	15.15
			OPP CONVENTION CENTRE PERTH - PARKING	26.25	26.25
		CREDIT CARD - ANDREW DRIVER	BUNNINGS - STORAGE CONTAINER	34.99	34.99
		CREDIT CARD - JANINE MAY	LEEMING IGA - CATERING	102.41	102.41
			LAWLAYS BAKERY CAFÉ - CATERING	30.31	30.31

			LEEMING IGA - CATERING	106.96	106.96
				3,378.43	3,378.43
			<b>CREDIT CARD TOTAL</b>		
			<i>Description</i>	<i>NET PAY</i>	<i>EFT</i>
			PAYROLL FORTNIGHT ENDING 10/06/25	125,008.14	125,008.14
			PAYROLL FORTNIGHT ENDING 24/06/25	124,558.08	124,558.08
			<b>PAYROLL TOTALS</b>	<b>249,566.22</b>	<b>249,566.22</b>
			AMPOL FUEL CARDS-MAY 25	5,255.79	5,255.79
			<b>GRAND TOTAL</b>	<b>999,493.87</b>	<b>999,493.87</b>



# Tax Invoice

Need help?

Self Service:  
<https://cards.ampol.com.au>

Email:  
ampolcard@ampol.com.au

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

000263 000  
TOWN OF EAST FREMANTLE  
PO BOX1097  
FREMANTLE WA 6959

Invoice date: 31/05/2025

## Your account details

Invoice ref no: 0001007476  
Account no: [REDACTED]

## Due date

21/06/2025

## Total due Inc GST

\$5,255.79

## Your AmpolCard invoice summary

01/05/2025 - 31/05/2025

Description	Product	Quantity	Amount \$ excl GST	GST amount	Total Inc GST \$
FLEET	Unleaded	1,109.28	1,625.11	162.51	1,787.62
	Premium 95 A	161.28	264.36	26.43	290.79
	Premium 98 A	37.85	62.92	6.29	69.21
	Oils/Lubricants		55.00	5.50	60.50
	Premium Diesel A	1,771.81	2,770.62	277.05	3,047.67
	Total for Fleet		4,778.01	477.78	5,255.79
Total			4,778.01	477.78	5,255.79

## Payment options



Bill Code: [REDACTED]  
Ref: [REDACTED]



Direct Payment

BSB [REDACTED]  
Account [REDACTED]



Credit Card

Visit [pay.ampol.com.au](http://pay.ampol.com.au) or  
Phone: 1300 138 469. Surcharges apply.

Breakdown of account summary

Details of fleet transactions processed from 01/05/2025 - 31/05/2025

Invoice date: 31/05/2025

Account no: [REDACTED]

Invoice ref no: 0001007476

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 01/05/2025 - 31/05/2025

Invoice ref no: 0001007476

Account no: [REDACTED]

Invoice date: 31/05/2025

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
<b>Domestic 3451</b>												
[REDACTED] 6884 Rego X Crd Holder WORKS												
Ampol Foodary Fremantle East	06/05	14:31	E8549	1	Unleaded	114.21	148.40	169.49	0.00	169.49	15.41	0.00
Ampol Foodary Fremantle East	27/05	07:00	E9389	1	Unleaded	71.14	149.40	106.28	0.00	106.28	9.66	0.00
Card total						185.35		275.77	0.00	275.77	25.07	0.00
<b>Domestic 4063</b>												
[REDACTED] 2504 Rego 1DTJ953 Crd Holder HACC												
Ampol Foodary Fremantle East	30/04	13:21	E8327	10479	Unleaded	56.89	170.28	96.87	0.00	96.87	8.81	0.00
Ampol Foodary Fremantle East	07/05	14:16	E8615	105159	Unleaded	57.46	167.05	95.99	0.00	95.99	8.73	0.00
Ampol Foodary Fremantle East	21/05	13:02	E9179	105610	Unleaded	65.47	169.90	111.23	0.00	111.23	10.11	0.00
Ampol Foodary Fremantle East	30/05	08:47	E9525	106032	Unleaded	59.35	169.07	100.34	0.00	100.34	9.12	0.00
Card total						229.17		404.43	0.00	404.43	36.77	0.00
<b>Domestic 4085</b>												
[REDACTED] 0489 Rego 1GBT961 Crd Holder HACC												
Ampol Foodary Fremantle East	05/05	11:55	E8486	146477	Unleaded	31.44	164.40	51.69	0.00	51.69	4.70	0.00
Ampol Foodary Fremantle East	08/05	07:38	E8635	146741	Unleaded	30.07	166.45	50.05	0.00	50.05	4.55	0.00
Ampol Foodary Fremantle East	12/05	16:43	E3546	147038	Unleaded	29.15	154.40	45.01	0.00	45.01	4.09	0.00
Ampol Foodary Fremantle East	15/05	07:45	E8927	147260	Unleaded	25.70	168.61	43.33	0.00	43.33	3.94	0.00
Ampol Foodary Fremantle East	20/05	09:01	E9125	147542	Unleaded	31.35	165.40	45.58	0.00	45.58	4.14	0.00
Ampol Foodary Fremantle East	22/05	07:36	E9202	147809	Unleaded	25.43	169.42	43.08	0.00	43.08	3.92	0.00
Ampol Foodary Fremantle East	27/05	09:05	E9393	148133	Unleaded	32.49	149.40	48.54	0.00	48.54	4.41	0.00
Ampol Foodary Fremantle East	29/05	13:29	E9503	148356	Unleaded	23.42	169.38	39.67	0.00	39.67	3.61	0.00
Card total						229.05		366.95	0.00	366.95	33.36	0.00
<b>Domestic 4088</b>												
[REDACTED] 0467 Rego 1GCQ228 Crd Holder HACC												
Ampol Foodary Fremantle East	06/05	08:25	E8521	197677	Unleaded	34.21	148.40	50.77	0.00	50.77	4.62	0.00



Card details Location	Date	Time	Trans no	Old 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	09/05	10:58	E8693	197977	Unleaded	32.88	166.62	54.78	0.00	54.78	4.98	0.00
Ampol Foodary O'Connor	14/05	14:39	E23597	198221	Unleaded	30.03	163.40	49.07	0.00	49.07	4.46	0.00
Ampol Foodary O'Connor	20/05	12:45	E24154	198474	Unleaded	30.06	165.40	43.71	0.00	43.71	3.97	0.00
Ampol Foodary O'Connor	27/05	09:45	E24843	198747	Unleaded	28.97	149.40	43.28	0.00	43.28	3.93	0.00
Ampol Foodary Fremantle East	30/05	08:22	E9524	198918	Unleaded	18.42	169.07	31.14	0.00	31.14	2.83	0.00
Card total						174.57		272.75	0.00	272.75	24.79	0.00
Domestic 4089												
0475 Rego 1GCG227 Crd Holder HACC												
Ampol Foodary Fremantle East	30/04	15:14	E8335	111230	Premium 95 A	19.89	187.00	37.19	0.00	37.19	3.38	0.00
Ampol Foodary Fremantle East	02/05	14:50	E8403	111482	Unleaded	34.38	169.66	58.33	0.00	58.33	5.30	0.00
Ampol Foodary Fremantle East	05/05	14:33	E8505	111618	Premium 98 A	18.79	187.40	35.21	0.00	35.21	3.20	0.00
Ampol Foodary Fremantle East	08/05	14:33	E8662	111836	Premium 95 A	30.88	183.52	56.67	0.00	56.67	5.15	0.00
Ampol Foodary Fremantle East	12/05	14:17	E8802	111969	Premium 98 A	19.06	178.40	34.00	0.00	34.00	3.09	0.00
Ampol Foodary Fremantle East	14/05	15:19	E8910	112088	Premium 95 A	15.91	184.58	29.37	0.00	29.37	2.67	0.00
Ampol Foodary Fremantle East	15/05	15:58	E8957	112254	Premium 95 A	20.80	185.66	38.62	0.00	38.62	3.51	0.00
Ampol Foodary Melville	20/05	09:29	E23749	112423	Premium 95 A	24.91	166.40	41.45	0.00	41.45	3.77	0.00
Ampol Foodary Fremantle East	23/05	14:42	E9267	112729	Unleaded	44.25	162.40	71.86	0.00	71.86	6.53	0.00
Ampol Foodary Melville	27/05	11:23	E24417	112846	Premium 95 A	18.05	166.40	30.04	0.00	30.04	2.73	0.00
Ampol Foodary Fremantle East	29/05	16:00	E9509	113086	Premium 95 A	30.84	186.30	57.45	0.00	57.45	5.22	0.00
Card total						277.76		490.19	0.00	490.19	44.55	0.00
Domestic 4091												
6959 Rego 1GDV315 Crd Holder												
Ampol Foodary Fremantle East	14/05	11:06	E8895	71074	Premium Diesel A	70.83	169.93	120.36	0.00	120.36	10.94	0.00
Card total						70.83		120.36	0.00	120.36	10.94	0.00
Domestic 5002												
7015 Rego 1GKMB15 Crd Holder WORKS												
Ampol Foodary Fremantle East	14/05	11:25	E8896	72780	Premium Diesel A	97.16	169.93	165.10	0.00	165.10	15.01	0.00
Card total						97.16		165.10	0.00	165.10	15.01	0.00



Card details Location	Date	Time	Trans no	Order reading	Product	Quantity	Unit \$ Inc GST	Amount \$ Inc GST	Trn fee Inc GST	Total \$ Inc GST	GST on supply	GST on trn fee
<b>Domestic 5008</b>												
██████████ 8765 Rego 1GGD688 Crd Holder GARDENS												
Ampol Foodary Fremantle East	28/05	12:58	E3729	63584	Premium Diesel A	68.22	172.02	117.35	0.00	117.35	10.67	0.00
Card total						68.22		117.35	0.00	117.35	10.67	0.00
<b>Domestic 5009</b>												
██████████ 1945 Rego 1GGJ387 Crd Holder RANGERS SERVICES												
Ampol Foodary Fremantle East	13/05	12:50	E8837	100142	Premium Diesel A	74.89	169.50	126.94	0.00	126.94	11.54	0.00
Ampol Foodary Fremantle East	28/05	10:10	E9453	100804	Premium Diesel A	71.24	172.02	122.55	0.00	122.55	11.14	0.00
Card total						146.13		249.49	0.00	249.49	22.68	0.00
<b>Domestic 5020</b>												
██████████ 3076 Rego 1HMC350 Crd Holder WORKS												
Ampol Foodary Fremantle East	09/05	12:52	E8708	38945	Premium Diesel A	88.40	169.53	149.87	0.00	149.87	13.62	0.00
Ampol Foodary Fremantle East	23/05	15:03	E9268	39359	Premium Diesel A	59.67	173.46	103.50	0.00	103.50	9.41	0.00
Card total						148.07		253.37	0.00	253.37	23.03	0.00
<b>Domestic 5021</b>												
██████████ 3159 Rego 1HLR056 Crd Holder WORKS												
Ampol Foodary Fremantle East	05/05	08:56	E8477	22623	Premium Diesel A	55.59	173.90	96.67	0.00	96.67	8.79	0.00
Ampol Foodary Fremantle East	22/05	10:14	E9210	23118	Premium Diesel A	57.65	173.59	100.08	0.00	100.08	9.10	0.00
Card total						113.24		196.75	0.00	196.75	17.89	0.00
<b>Domestic P5016</b>												
██████████ 7106 Rego 1GYB393 Crd Holder												
Ampol Foodary Fremantle East	07/05	10:12	E8603	933	Premium Diesel A	31.45	171.01	53.78	0.00	53.78	4.89	0.00
Ampol Foodary Fremantle East	07/05	14:37	E8616	936	Premium Diesel A	21.92	171.01	37.48	0.00	37.48	3.41	0.00
Ampol Foodary Fremantle East	14/05	07:04	E8877	938	Premium Diesel A	9.74	169.93	16.55	0.00	16.55	1.50	0.00
Ampol Foodary Fremantle East	14/05	13:15	E8904	941	Premium Diesel A	27.31	169.93	46.41	0.00	46.41	4.22	0.00
Ampol Foodary Fremantle East	21/05	11:46	E9174	945	Premium Diesel A	25.98	173.88	45.17	0.00	45.17	4.11	0.00
Ampol Foodary Fremantle East	26/05	13:26	E9464	949	Premium Diesel A	27.96	172.02	48.10	0.00	48.10	4.37	0.00
Card total						144.36		247.49	0.00	247.49	22.50	0.00

Card details Location	Date	Time	Trans no	Order reading	Product	Quantity	Unit \$ Inc GST	Amount \$ Inc GST	Trn fee Inc GST	Total \$ Inc GST	GST on supply	GST on trn fee
<b>Domestic P5018</b>												
<b>7406 Rego 1HHZ582 Crd Holder</b>												
Ampol Foodary Fremantle East	30/04	08:35	E8317	92152	Premium Diesel A	23.69	175.11	41.48	0.00	41.48	3.77	0.00
Ampol Foodary Fremantle East	01/05	14:30	E8371	92368	Premium Diesel A	38.19	175.14	66.89	0.00	66.89	6.08	0.00
Ampol Foodary Fremantle East	05/05	14:50	E8507	92620	Premium Diesel A	35.51	173.90	61.75	0.00	61.75	5.61	0.00
Ampol Foodary Fremantle East	07/05	08:30	E8591	92768	Premium Diesel A	28.71	171.01	49.10	0.00	49.10	4.46	0.00
Ampol Foodary Fremantle East	09/05	08:22	E8682	92983	Premium Diesel A	41.84	169.53	70.93	0.00	70.93	6.45	0.00
Ampol Foodary Fremantle East	12/05	14:29	E8804	92620	Premium Diesel A	37.06	169.35	62.76	0.00	62.76	5.71	0.00
Ampol Foodary Fremantle East	14/05	08:45	E8883	93393	Premium Diesel A	25.12	169.93	42.69	0.00	42.69	3.88	0.00
Ampol Foodary Fremantle East	15/05	08:29	E8928	93515	Premium Diesel A	25.41	171.12	43.48	0.00	43.48	3.95	0.00
Ampol Foodary Fremantle East	16/05	08:22	E8973	93690	Premium Diesel A	23.11	172.34	39.83	0.00	39.83	3.62	0.00
Ampol Foodary Fremantle East	19/05	14:46	E9104	93956	Premium Diesel A	41.02	173.51	71.17	0.00	71.17	6.47	0.00
Ampol Foodary Fremantle East	21/05	08:25	E9171	94148	Oils/Lubricants			60.50	0.00	60.50	5.50	0.00
Ampol Foodary Fremantle East	21/05	08:25	E9171	94148	Premium Diesel A	26.11	173.88	45.40	0.00	45.40	4.13	0.00
Ampol Foodary Fremantle East	22/05	08:26	E9203	94284	Premium Diesel A	38.42	173.59	66.69	0.00	66.69	6.06	0.00
Ampol Foodary Fremantle East	26/05	08:22	E9344	94591	Premium Diesel A	47.33	173.00	81.88	0.00	81.88	7.44	0.00
Ampol Foodary Fremantle East	27/05	15:37	E9426	94791	Premium Diesel A	30.65	172.55	52.89	0.00	52.89	4.81	0.00
Ampol Foodary Fremantle East	30/05	08:19	E9523	95061	Premium Diesel A	42.29	171.14	72.38	0.00	72.38	6.58	0.00
Ampol Foodary Fremantle East	30/05	14:33	E9552	95173	Premium Diesel A	19.55	171.14	33.46	0.00	33.46	3.04	0.00
<b>Card total</b>						<b>524.01</b>		<b>963.28</b>	<b>0.00</b>	<b>963.28</b>	<b>87.56</b>	<b>0.00</b>
<b>Domestic P5025</b>												
<b>5727 Rego 1IEM002 Crd Holder OPERATIONS</b>												
Ampol Foodary Fremantle East	30/04	08:15	E8316	19999	Premium Diesel A	56.46	175.11	98.87	0.00	98.87	8.99	0.00
Ampol Foodary Fremantle East	19/05	13:24	E9098	20672	Premium Diesel A	61.36	173.51	106.46	0.00	106.46	9.68	0.00
<b>Card total</b>						<b>117.82</b>		<b>205.33</b>	<b>0.00</b>	<b>205.33</b>	<b>18.67</b>	<b>0.00</b>
<b>Domestic P5026</b>												
<b>7100 Rego 1IDR863 Crd Holder CHSP</b>												
Ampol Foodary Fremantle East	02/05	12:36	E8395	0	Unleaded	21.86	169.66	37.09	0.00	37.09	3.37	0.00
Ampol Foodary Fremantle East	08/05	08:44	E8638	13771	Unleaded	15.32	166.45	25.50	0.00	25.50	2.32	0.00

Card details Location	Date	Time	Trans no	Old 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	15/05	12:28	E8940	14135	Unleaded	29.53	168.61	49.79	0.00	49.79	4.53	0.00
Ampol Foodary Fremantle East	23/05	09:44	E9251	14472	Unleaded	23.37	162.40	37.95	0.00	37.95	3.45	0.00
Ampol Foodary Fremantle East	29/05	11:42	E9500	14854	Unleaded	24.47	169.38	41.65	0.00	41.65	3.77	0.00
Card total						114.55		191.78	0.00	191.78	17.44	0.00
Domestic P5027												
7118 Rego 11DR864 Crd Holder CHSP												
Ampol Foodary Fremantle East	01/05	11:44	E8364	15846	Unleaded	17.09	170.57	29.15	0.00	29.15	2.65	0.00
Ampol Foodary Fremantle East	08/05	12:34	E8652	0	Unleaded	27.87	166.45	46.39	0.00	46.39	4.22	0.00
Ampol Foodary Fremantle East	19/05	08:16	E9074	16478	Unleaded	23.99	158.40	38.00	0.00	38.00	3.45	0.00
Ampol Foodary Fremantle East	22/05	11:57	E9219	16723	Unleaded	19.01	169.42	32.21	0.00	32.21	2.93	0.00
Card total						87.96		145.75	0.00	145.75	13.25	0.00
Domestic P5028												
8902 Rego 11FJ756 Crd Holder RANGERS												
Ampol Foodary Fremantle East	30/04	08:13	E8315	13630	Premium Diesel A	17.57	175.11	30.77	0.00	30.77	2.80	0.00
Ampol Foodary Fremantle East	03/05	07:36	E8418	13800	Premium Diesel A	23.17	173.90	40.29	0.00	40.29	3.66	0.00
Ampol Foodary Fremantle East	10/05	14:11	E8742	14203	Premium Diesel A	52.12	169.35	88.26	0.00	88.26	8.02	0.00
Ampol Foodary Fremantle East	17/05	16:10	E3607	14560	Premium Diesel A	52.18	173.51	90.53	0.00	90.53	8.23	0.00
Ampol Foodary Fremantle East	24/05	14:54	E9308	14916	Premium Diesel A	49.57	173.00	85.76	0.00	85.76	7.80	0.00
Card total						194.61		335.61	0.00	335.61	30.51	0.00
Domestic P5029												
7833 Rego 11LA738 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	05/05	14:12	E8504	159	Premium Diesel A	23.11	173.90	40.19	0.00	40.19	3.65	0.00
Ampol Foodary Fremantle East	15/05	11:49	E8935	166	Premium Diesel A	18.92	171.12	32.38	0.00	32.38	2.94	0.00
Ampol Foodary Fremantle East	22/05	09:03	E9204	174	Premium Diesel A	30.15	173.59	52.34	0.00	52.34	4.76	0.00
Card total						72.18		124.91	0.00	124.91	11.35	0.00
Domestic P5030												
8037 Rego 11LA993 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	09/05	11:11	E3499	161	Premium Diesel A	26.92	169.53	45.64	0.00	45.64	4.15	0.00
Card total						26.92		45.64	0.00	45.64	4.15	0.00

Card details Location	Date	Time	Trans no	Old reading	Product	Quantity	Unit \$ Inc GST	Amount \$ Inc GST	Trn fee Inc GST	Total \$ Inc GST	GST on supply	GST on trn fee
Domestic P5032												
6608 Rega 11MN466 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	26/05	08:37	E9345	691	Premium Diesel A	48.26	173.00	83.49	0.00	83.49	7.59	0.00
Card total						48.26		83.49	0.00	83.49	7.59	0.00



### 13.6 CARG MEMBERSHIP EXPRESSIONS OF INTEREST

<b>Report Reference Number</b>	OCR-3610
<b>Prepared by</b>	Grace Ferraz, Sustainability Officer
<b>Supervised by</b>	Fraser Henderson, Executive Manager Regulatory Services
<b>Meeting date</b>	Tuesday, 15 July 2025
<b>Voting requirements</b>	Simple Majority
<b>Documents tabled</b>	Nil

#### Attachments

1. Memo from Executive Manager Regulatory Services (Confidential)
2. Summary of Applicants for Climate Action Reference Group (Confidential)
3. Expressions of Interest – Nine Submissions Received (Confidential)

#### PURPOSE

The purpose of this report is to seek Council approval to call Expressions of Interest (EOIs) to fill three (3) vacant positions on the Climate Action Reference Group (CARG). CARG is a community led advisory group that provides input to support the implementation of the Town's Climate Emergency Strategy (CES) and Climate Emergency Action Plan (CEAP). These documents help guide the Town's efforts to reduce greenhouse gas emissions, strengthen climate resilience, and involve the community in local climate action.

The Terms of Reference (TOR) of the CARG require for up to ten (10) community and subject matter expert members be selected, with seven (7) currently appointed. Calling for EOIs will help ensure the group continues to reflect a broad range of community views and has the capacity to support the Town's climate work.

#### EXECUTIVE SUMMARY

The CARG is an established, community led advisory group formed in 2020 to support the Town's response to the recognised Climate Emergency. CARG provides input to guide the implementation of the Town's CES and CEAP, key strategic documents that set out the Town's approach to, reducing greenhouse gas emissions, building community resilience, and adapting to the impacts of climate change.

The group brings together community members, subject matter experts, elected members and staff to identify priorities, actions and local projects that progress the Town's climate goals. Through CARG's advisory role, the group helps build community capacity and ensures local knowledge and values assist in shaping climate initiatives.

There are currently seven (7) appointed members, with up to ten (10) positions available under the Terms of Reference. This report recommends opening a new round of Expressions of Interest (EOIs) to fill the three (3) vacant positions and ensure continued representation and input into the Town's climate action efforts.

At the Council meeting of 17 June this report was deferred to allow Council to consult with Council Members of the CARG. As a result of this, further advice and a proposed recommendation is contained at Confidential Attachment 1.

#### BACKGROUND

On 19 November 2019, at the Ordinary Council Meeting, the Town of East Fremantle formally recognised the Climate Emergency, committing to urgent action across all levels of government to minimise the impacts of climate change. In response to strong community advocacy at the Annual Electors' Meeting on 17 March 2020, the Town committed to develop a CES and an associated CEAP.

To guide this process and ensure meaningful community involvement, Council established the Climate Action Reference Group (CARG) in mid 2020 as a community led advisory group. Then on 16 June 2020, Council adopted the initial Terms of Reference for the group and authorised the CEO to call for nominations. Expressions of Interest were released on 18 June 2020, and by 18 August 2020, Council had formally appointed a group of community representatives and subject matter experts to form the inaugural CARG. The group also includes elected members and Town staff.

Since its establishment, the CARG has played a pivotal role in shaping the Town's climate response. In April 2021, CARG presented draft Strategic Objectives to Council, which were publicly advertised and formally endorsed in July 2021. These objectives formed the foundation of the CES 2022–2032, which was developed by the Town with input from CARG, elected members and staff. The CEAP 2023–2033 was next prepared to detail specific actions and projects to implement the strategic goals outlined in the CES.

With seven (7) of ten (10) community and subject expert positions currently filled, a new round of Expressions of Interest (EOIs) was initiated to fill the three (3) vacant positions. The EOI process was published on the 29<sup>th</sup> April 2025 and open to the public for twenty three (23) days and promoted via the Town's communication platforms. A total of nine (9) applications were received.

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## CONSULTATION

The EOI process was open to the public for twenty three (23) days and advertised via the Town's communication platforms including;

- In the Across the Town advert in the Fremantle Herald Newspaper
- The Town's monthly E-News
- On the Town's Website
- On the Town's Facebook page and
- The Town's Instagram profile.

A total of nine (9) applications (see confidential attachments) were received across the duration of the EOI process.

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## STATUTORY ENVIRONMENT

Nil

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## POLICY IMPLICATIONS

Nil

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## FINANCIAL IMPLICATIONS

Nil

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## STRATEGIC IMPLICATIONS

The updated Terms of Reference for the Climate Action Reference Group (CARG) align with the Town of East Fremantle's adopted strategic frameworks and priorities relating to climate action and sustainability as follows:

- **Climate Emergency Strategy (CES)** – The CES establishes the Town's vision and strategic objectives for responding to the climate emergency. CARG contributes to this framework by providing community insight and supporting the transition beyond business as usual.
- **Climate Emergency Action Plan (CEAP)** – The CEAP outlines specific programs, projects and costed actions to implement the CES. CARG plays an advisory role in refining and prioritising these initiatives in collaboration with Town officers and the community.

- **Strategic Community Plan 2017–2027** – The Strategic Community Plan is the Town’s highest order planning and strategy document that sets the Town’s policy and corporate objectives. The following priority refers to climate change and improvement for the town:
  - **Strategic Priority 4: Natural Environment**
    - 4.3: *Acknowledge the change in our climate and understand the impact of those changes*
      - 4.3.1: *Improve systems and infrastructure standards to assist with mitigating climate change impacts*

The updated Terms of Reference (2025) and supporting Guidelines strengthen CARG’s ability to operate effectively, ensuring alignment with the Town’s long term strategic direction, goals and commitment to genuine community involvement in addressing climate change.

## 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)
Community not Engaged in CEAP	Unlikely (2)	Minor (2)	Moderate (5-9)	REPUTATIONAL Unsubstantiated, low impact, low profile or 'now news' item	Accept Risk

### 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

<b>Risk Rating</b>	5
<b>Does this item need to be added to the Town’s Risk Register</b>	No
<b>Is a Risk Treatment Plan Required</b>	No

## SITE INSPECTION

Not applicable.

## COMMENT

The CARG was formally established in August 2020 to provide advice, recommendations, and community insight in support of the Town's Climate Emergency Strategy (CES) and Climate Emergency Action Plan (CEAP). CARG plays an integral role in shaping the Town's climate efforts through assisting in the identification of local actions, sustainability related projects and community led initiatives that support emissions reduction and climate resilience.

Under the Terms of Reference, the group comprises:

- Up to three elected members, one of whom serves as Chair
- The Town's CEO and/or delegate
- Up to ten community members, relevant industry professionals, or subject matter experts
- Town officers as required in an advisory role

With seven (7) of ten (10) community and subject expert positions currently filled, a new round of Expressions of Interest (EOIs) was initiated to fill the three (3) vacant positions. The EOI process was open to the public for twenty-three (23) days and promoted via the Town's communication platforms. A total of nine (9) applications were received.

In accordance with the Terms of Reference:

- Subject Matter Experts must demonstrate relevant experience in environmental sustainability or climate change, have strong community connections, and the ability to work collaboratively in a team setting.
- Community Representatives must demonstrate interest or experience in similar areas, have strong connections to the East Fremantle community, and be able to work cooperatively within a group environment.
- Applicants must live, work, or have an active interest in the Town of East Fremantle, unless appointed by Council for their specialist knowledge.
- Vacancies must be advertised for a minimum of 14 days, and appointments are made by Council resolution.
- Positions are voluntary and unpaid.

The current round of EOIs (see Confidential Attachment 2) attracted individuals with diverse backgrounds and experience (see also Confidential Attachment 3), reflecting strong ongoing community interest in contributing to local climate initiatives. This report presents the applications to Council for review and recommends appointing the most suitable candidates to resource the Town's CARG and to continue the group's focus to implement the goals outlined in the Town's CES and CEAP.

At the Council meeting of 17 June this report was deferred to allow Council to consult with Council Members of the CARG. As a result of this further advice and a proposed recommendation is contained at Confidential Attachment 1.

## CONCLUSION

The expressions of interest submitted for the CARG are presented to Council to be received. Council will make the formal appointment of members as discussed in confidential Attachment 1.

## 13.6 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

### OFFICER RECOMMENDATION:

That Council

1. adopt the recommendation contained in Confidential Attachment 1 to this report
2. that the recommendation contained in Confidential Attachment 1 be made public in the Council Minutes.



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REPORT ATTACHMENTS

Confidential Attachments

14 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

15 NOTICE OF MOTION FOR CONSIDERATION AT THE NEXT MEETING

16 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

17 NEW BUSINESS OF AN URGENT NATURE

18 MATTERS BEHIND CLOSED DOORS

19 CLOSURE