

MINUTES

Council Meeting

Tuesday, 9 December 2025 at 6:30 PM

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MINUTES

MINUTES OF THE ORDINARY MEETING OF COUNCIL HELD IN THE COUNCIL CHAMBER, 135 CANNING HIGHWAY EAST FREMANTLE ON TUESDAY 9 DECEMBER 2025

1 OFFICIAL OPENING

The Presiding Member opened the meeting at 6.30pm.

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

The following members were in attendance

Mayor A Natale Presiding Member
Cr S Boyd
Cr A Brockmann
Cr C Collinson
Cr R Cutter
Cr L Maywood
Cr A White
Cr M Wilson

The following staff were in attendance:

Mr J Throssell	Chief Executive Officer (CEO)
Mr P Kocian	Executive Manager Corporate Services (EMCS)
Mr F Henderson	Executive Manager Regulatory Services (EMRS)
Ms J Scott	Executive Manager Technical Services (EMTS)
Ms J May	Minute Secretary

There was one member of the public in attendance.

4.2 APOLOGIES

Cr Harrington

4.3 APPROVED

Nil

5 DISCLOSURES OF INTEREST

5.1 FINANCIAL

5.1.1 18.1 CEO ANNUAL PERFORMANCE REVIEW

The CEO Jonathan Throssell declared a financial interest in Item 18.1 CEO Annual Performance Review as it relates to the terms of his employment.

5.2 PROXIMITY

Nil

5.3 IMPARTIALITY

Nil

6 PUBLIC QUESTION TIME

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

Nil

6.2 PUBLIC QUESTION TIME

6.2.1 TIM CARMODY

Has the Town of East Fremantle considered pairing with a rural council, similarly to City of South Perth and Shire of Derby/ West Kimberley (shared town planning services on a cost recovery basis)?

The CEO advised that he was not aware of any prior consideration of this matter.

7 PRESENTATIONS/DEPUTATIONS

7.1 PRESENTATIONS

Nil

7.2 DEPUTATIONS

Nil

8 APPLICATIONS FOR LEAVE OF ABSENCE

8.1 CR CUTTER

Cr Cutter sought leave of absence for the following periods:

- 26 December 2025 to 3 January 2026
- 3 to 19 April 2026
- 4 to 19 July 2026
- 26 September to 11 October 2026

8.2 CR MAYWOOD

Cr Maywood sought leave of absence for the period 21 December 2025 to 28 January 2026

Moved Cr Wilson, seconded Cr White

That a leave of absence be granted to Crs Cutter and Maywood for the following periods:

Cr Cutter	26 December 2025 to 3 January 2026
	3 to 19 April 2026
	4 to 19 July 2026
	26 September to 11 October 2026

Cr Maywood	21 December 2025 to 28 January 2026
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CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

9.1 MEETING OF COUNCIL (18 NOVEMBER 2025)

OFFICER RECOMMENDATION

Moved Cr Cutter, seconded Cr Maywood

That the minutes of the Ordinary meeting of Council held on Tuesday, 18 November 2025 be confirmed as a true and correct record of proceedings.

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

10 ANNOUNCEMENTS BY THE PRESIDING MEMBER

10.1 SENIORS CHRISTMAS LUNCH 2026

The Mayor advised that a very successful Seniors' Christmas Lunch had been held on Monday 1 December 2025 and he thanked all staff involved in making it a fantastic event.

10.2 JANINE MAY – CELEBRATION OF 50 YEARS WITH THE TOWN

The Mayor advised of a very enjoyable evening held last Friday 5 December to mark Janine May's 50 years with the Town. He thanked Janine for her service to the Town and all staff involved in making the event such a success.

10.3 ANNUAL CATCHUPS WITH SPORTING AND COMMUNITY GROUPS

The Mayor reported that he and the CEO had commenced their annual meet up with sporting and community groups around the Town and advised that so far, feedback from the clubs had been very positive.

10.4 JONATHAN THROSSELL – LOCAL GOVERNMENT PROFESSIONALS WA LIFE MEMBERSHIP AWARD

The Mayor congratulated CEO Jonathan Throssell on his recent life membership award by Local Government Professionals WA, which noted his 30 year's experience and his demonstrated leadership, integrity and commitment to the sector. The Mayor thanked Jonathan for his assistance during the year and looked forward to working with him in the future.

10.5 THANK YOU TO STAFF

The Mayor extended his thanks to all staff, particularly Peter Kocian, Jac Scott and Fraser Henderson for their service to the Town during 2025. He noted it had been a tough year and very busy, especially post elections, and he appreciated the efforts of everyone.

11 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

12 REPORTS AND RECOMMENDATIONS OF COMMITTEES

Reports start on the next page

12.1 FINANCE POLICY REVIEW

Report Reference Number	OCR-3906
Prepared by	Pratigya Pandeya, Manager Finance
Supervised by	Peter Kocian, Executive Manager Corporate Services
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple Majority

Documents tabled

Attachments

1. Amended Policy - Infringement Debt Management Policy
2. Amended Policy - Investment of Surplus Funds Policy

PURPOSE

Council is requested to receive a review of the finance policies as presented with the changes tracked.

EXECUTIVE SUMMARY

One of the objectives of the Audit, Risk & Improvement Committee is to ensure the Town has established effective controls and systems to safeguard the Town's financial and physical resources.

The attached Policies relate to control and management of revenue and investment functions and therefore are deemed to be relevant to that Committee's Terms of Reference.

BACKGROUND

The current Infringement Debt Management Policy and Investment of Surplus Funds Policy were last reviewed in July 2022 and March 2022 respectively. The regular review of the policies ensures the effectiveness of the policy.

The Audit, Risk & Improvement Committee at its meeting on 26 November 2025 recommended that Council:

1. approves the amended Investment of Surplus Funds Policy
2. approves the amended Infringement Debt Management Policy

CONSULTATION

Audit, Risk & Improvement Committee
Executive Manager Corporate Services
Manager Corporate Service
Executive Manager Technical Services
Revenue Officer

STATUTORY ENVIRONMENT

Section 2.7 (b) of the *Local Government Act 1995* identifies that one of the principal roles of Council is to determine the Policies of the local government.

POLICY IMPLICATIONS

Amended Policies are presented for endorsement to Council.

FINANCIAL IMPLICATIONS

There are no financial implications relevant to this item.

STRATEGIC IMPLICATIONS

Town of East Fremantle Strategic Community Plan 2020-2030

Strategic Priority 5: Leadership and Governance

A proactive, approachable Council which values community consultation, transparency and accountability.

5.1 Strengthen organizational accountability and transparency

5.1.1. Strengthen governance, risk management and compliance

5.1.3 Improve the efficiency and effectiveness of services

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 absence of Policies impacts governance and the efficiency of decision making/delegated authority	Possible (3)	Moderate (3)	Moderate (5-9)	SERVICE INTERRUPTION Short term temporary interruption - backlog cleared <1 day	Accept Officer Recommendation

RISK MATRIX

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

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

RISK RATING

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

SITE INSPECTION

NA

COMMENT

The reviewed policies are presented as attachments to this report with tracked changes.

1. Infringement Debt Management Policy
2. Investment of Surplus Funds Policy

The Infringement Debt Management Policy has been updated to reflect current practices of the Town. The changes are very minor and are considered administrative in nature.

The Investment Policy has been updated as it is somewhat restrictive by the prescribed maximum investment caps per institution.

Currently the Policy has a single investment limit of 45% of total portfolio. The Town primarily invests with the Big 3 Banks (CBA, Westpac, NAB) and there are no material differences in the risks & returns among those institutions. All three banks are rated AA- with Fitch and S&P Global, which reflects high creditworthiness and low default risk. Many local governments allow higher investment caps with institutions rated AA- or above

It is thus recommended that the Investment of Surplus Funds Policy be amended to allow 100% of direct investments to be deposited with any of the Big 3 banks. The Town's banker is CBA who holds all the Town's working capital. When combined with investments, the cash portfolio held with the CBA often exceeds the prescribed maximum of 45% under the existing Policy. The proposed change will bring efficiency in operation by reducing the administrative process involved in maintaining the spread among the financial institutions.

The above change will not hinder divestments as these opportunities are explored each time an investment is placed. However, very few institutions are currently offering dedicated, green-certified term deposits:

- Products must meet international standards (Climate Bonds Standard, Green Bond Principles) to avoid "greenwashing"
- Banks must assess climate risks in their portfolios and ensure deposits fund genuinely sustainable projects
- The Federal Government has developed a Sustainable Finance Strategy to reduce barriers to sustainable investment.

CONCLUSION

The review of Policies is a necessary step to ensure that the Town's infringement debt management and investment policy practices efficient, transparent, and aligned with current regulations and strategic objectives. The recommended revisions will bring operational efficiencies.

12.1 COMMITTEE RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 010912

OFFICER/ AUDIT COMMITTEE RECOMMENDATION

Moved Cr White, seconded Cr Maywood

That Council:

- 1. approves the amended Investment of Surplus Funds Policy**
- 2. approves the amended Infringement Debt Management Policy**

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page



2.1.10 Infringement Debt Management

Type:	Corporate Services – Financial Management
Legislation:	Local Government Act 1995
Delegation:	
Other Related Document:	Parking Infringement Appeals Policy 2.1.9

Objective

The objective of this policy is to outline the process for collection of infringements, the referral process to the Fines Enforcement Registry, and the process to write off debt for unpaid infringements.

Policy Scope

This Policy applies to all infringements issued by the Town of East Fremantle under delegated State Government legislation and the Town’s Local Laws. Council is committed to ensure that enforcement is carried out in the public interest and is transparent, fair, efficient and consistent.

Policy

Infringement Notice Process

Infringement notice is issued - 28 days to pay.

~~Weekly Registration is submitted after 28 days to obtain ownership details - submission to the Department of Transport (obtaining ownership details).~~

~~Issuance of a Reminder Notice – 28 days to pay.~~

Issuance of a Final ~~Demand~~Notice - 28 days to pay.

Appeals ~~need to must~~ be lodged within ~~the 28 days of the infringement notice being issued - period being the due date on the original infringement notice.~~ The due date will not be amended irrespective of the appeal being received. Appeals received after the 28 day period will not be considered unless under exceptional circumstances.

Unpaid Infringement Notices will be forwarded to the Fines Enforcement Registry (FER) to recover the outstanding infringement following the non-payment of a Final ~~Demand~~Notice.

The Senior Ranger is to review and authorise those infringements being referred to FER.

Fines Enforcement Registry (FER)

Amounts that remain outstanding past the prescribed due date of the ~~Final Notice~~Final Demand will be referred to the Fines Enforcement Registry resulting in additional fees and charges.

The debt will remain active with the Fines Enforcement Registry for a period of eight (8) years until paid or recommended for write-off by them (quarterly reports), after which it will be written off under delegated authority.

Infringements written off are to be withdrawn from FER via the eCourts portal.

Interstate/ International Drivers & Infringements with no Ownership detail

Where ownership details are unable to be obtained from the Department of Transport and the reasoning is confirmed as an interstate registration, the infringement status will be updated to reflect 'Interstate Rego'.

Infringements where ownership detail is unable to be obtained (unregistered vehicles or illegal plates, etc) are to have a status reflecting 'Action Deferred'.

~~Those Infringements with a status of 'Interstate Rego' or 'Action Deferred' remaining unpaid for a year may be withdrawn by delegated authority.~~

Management Reporting

The monthly financial report to council is to include the balance of Infringements receivable.

Infringements written off in the preceding financial year by the Chief Executive Officer under delegation will be referred to Council for information advising the amount written off and reasoning.

Financial Hardship

1. Financial hardship is not a ground for review.
2. Where a person is experiencing financial hardship and is unable to pay their outstanding infringement, the Town may assist the applicant, where applicable, to negotiate a payment plan.
3. To be eligible for a payment plan, the infringement must not have been referred to the Fines Enforcement Registry.
4. If the payment plan is requested after the fine has been registered with FER, the applicant will be able to enter into an arrangement with FER directly.
5. The payment plan must not include more than 4 payments and be paid in full within 90 days of the date of ~~Final Notice~~Final Demand.

Each payment arrangement requires the approval in accordance with the Delegation 1.3.9

Roles and Responsibilities

- Ranger Services shall be responsible for the issuance of Infringement Notices ~~under Delegation Authority DA21~~.
- The Revenue Officer shall be responsible for the recovery of the Infringements.
- The Executive Manager Corporate Services shall be responsible for referring matters to Council in regards to this Policy.
- The Manager Finance shall be responsible for the review and monitoring of the operations of this Policy.
- The Corporate Service Team and Technical Services Team shall be responsible for the day-to-day operations of this policy.

Responsible Directorate:	Corporate Services
Reviewing Officer:	Manager Finance
Decision making Authority:	Council
Policy Adopted:	18/9/18
Policy Amended/ Reviewed:	20/8/19, 17/9/19, 19/7/22 <u>26/11/2025</u>
Former Policy No:	4.4.3



2.1.2 Investment of Surplus Funds

Type:	Corporate Services – Financial Management
Legislation:	Section 6.14 of the <i>Local Government Act 1995</i> Part 111 Investments of the <i>Trustees Act 1962</i> Regulation 19, 19C, 28 & 49 of the <i>Local Government (Financial Management) Regulations 1996</i> <i>Australian Accounting Standards</i>
Delegation:	DA6 Investment of Funds
Other Related Document:	

Objectives

This policy provides guidelines on how to invest the local government’s surplus funds, with consideration of risk and at the most favourable rate of interest available to it at the time, while ensuring that its liquidity requirements are being met.

While exercising the power to invest, consideration is to be given in preservation of capital, liquidity and the return of investment;

- Preservation of capital is the principal objective of the investment portfolio. Investments are to be performed in a manner that seeks to ensure security and safeguarding the investment portfolio.
- The investment portfolio will ensure there is sufficient liquidity to meet all reasonably anticipated cash flow requirements, as and when they fall due, without incurring significant costs due to the unanticipated redemption of an investment.
- The investment is expected to achieve a predetermined market average rate of return that takes into account the Council’s risk tolerance. Any additional return target set by Council will also consider the risk limitation and prudent investment principles.

Fossil Fuel Free Investments

Prior to placing investments, preference will be given to competitive quotations from financial institutions that are deemed not to invest in or finance the **fossil fuel industry** where:

- a) the investment is compliant with Council’s investment policy with regards to risk management guidelines, and
- b) a price preference of 0.1% compared to the most favourable investment quotation is to be provided to financial institutions that are deemed not to invest in or finance the fossil fuel industry.

Examples of Fossil Fuel Free Investments include, but are not limited to the following:

- Green Term Deposits – These term deposits mobilise capital towards assets, also known as Green Eligible Assets, that facilitate and support the transition to a low carbon economy – such as renewable energy products, green commercial buildings, green residential buildings, energy efficiency (low carbon initiatives), clean transportation and sustainable water and wastewater management and pollution prevention and control.

- Environmental, Social & Governance (ESG) Term Deposits – Funds invested with this line of term deposits will be allocated towards Sustainability Linked Loans (SLLs). SLLs incentivise the borrower’s achievement against predetermined sustainability performance objectives.
- Availability of fossil fuel free investment products will be reviewed at least on an annual basis.

Policy Scope

Officers shall refrain from personal activities that would conflict with the proper execution and management of Council’s investment portfolio. This policy requires officers to disclose any conflict of interest to the CEO.

This investment policy prohibits any investment carried out for speculative purposes including:

- Deposits with an institution that is not an authorised deposit-taking institution as defined in the *Banking Act 1959* (Commonwealth) Section 5;
- The use of leveraging (borrowing to invest) of an investment;
- A state treasury that is not the Western Australian Treasury Corporation established by the *Western Australian Treasury Corporation Act 1986*;
- Term deposits for a fixed term of more than 12 months;
- Invest in bonds that are not guaranteed by the Commonwealth government, or a State or Territory government;
- Investment in bonds with a term to maturity of more than 3 years;
- Investment in a foreign currency;
- Derivative based instruments;
- Principal only investments or securities that provide potentially nil or negative cash flow;
- Stand alone securities issued that have underlying futures, options, forward contracts and swaps of any kind.

Without approvals from Council, investments are limited to:

- State/Commonwealth Government Bonds;
- Interest Bearing Deposits;
- Bank accepted/endorsed bank bills.

Policy

The investment will be managed with the care, diligence and skill that a prudent person would exercise. Officers are to manage the investment portfolios to safeguard the portfolios in accordance with the spirit of this Investment Policy, and not for speculative purposes. In times of periodic global financial system liquidity concerns a prudent person would seek higher rated, lower risk, investment placement as a priority.

Investments obtained are to comply with key criteria limiting i) overall credit exposure of the portfolio and exposure to individual institutions, and ii) the term to maturity of securities.

(i) **Overall Portfolio and Individual Limits**

To control the credit quality on the entire portfolio, the following credit framework limits the percentage of the portfolio exposed to any particular credit rating category. Exposure to an individual counterparty/institution will be restricted by its credit rating so that single entity exposure is limited, as detailed in the table below:

A1+(F1+)	Superior, extremely strong degree of safety for timely payment
A1 (F1)	Superior, a strong degree of safety for timely payment
A2 (F2)	Strong, a satisfactory capacity for timely payment

The long term ratings as defined by Standard & Poors and Fitch is:

AAA	Highest quality, an extremely strong capacity to repay
AA+ to AA-	High quality, a very strong capacity to repay
A+ to A-	Above average quality, a strong capacity to repay

Responsible Directorate:	Corporate Services
Reviewing Officer:	Executive Manager Corporate Services
Decision making Authority:	Council
Policy Adopted:	21/06/16
Policy Amended/Reviewed:	17/9/19, 17/3/20, 15/3/22, <u>26/11/2025</u>
Former Policy No:	4.2.3

12.2 STRATEGIC RISK REGISTER

Report Reference Number	OCR-3908
Prepared by	Bron Browning, Manager, Corporate Services
Supervised by	Peter Kocian, Executive Manager, Corporate Services
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple Majority

Documents tabled

Attachments

1. Updated Strategic Risk Register
2. Paper – Management Actions for Assurance in EFCP Operations and Accounts (Confidential)

PURPOSE

It is recommended that Council receive the attached Strategic Risk Register and management risk assessment relating to the non-compliance by Belgravia Leisure to open a stand-alone bank account for the operations of East Fremantle Community Park, and the closure of Fremantle Traffic Bridge.

EXECUTIVE SUMMARY

The Town's Risk Management Framework recommends that the Audit, Risk and Improvement Committee provide oversight of risk matters that meet any of the following criteria:

- Risks with a level of risk of extreme
- Risks with inadequate control ratings
- Risks with a consequence rating of extreme

BACKGROUND

Following directions provided by the Audit, Risk and Improvement Committee, a summary risk register has been developed identifying the key risks determined by the Executive Team which includes:

- Description of key risks
- Assessment of inherent risk rating
- Identification of appropriate risk treatments and controls
- Evaluation of the effectiveness of treatments and controls
- Assessment of residual risk rating

The Audit, Risk & Improvement Committee at its meeting held on 26 November 2025 recommended that Council:

1. *receives the attached Strategic Risk Register for review.*
2. *receives the attached Paper – Management Actions for Assurance in East Fremantle Community Park Operations and Accounts.*

CONSULTATION

Audit, Risk & Improvement Committee
Executive Team

STATUTORY ENVIRONMENT

Regulation 17 of the *Local Government (Audit) Regulations 1996* requires the CEO to review the appropriateness and effectiveness of local government systems and procedures in relation to risk management, internal control and

legislative compliance separately or all at the one time, on the provision that each matter is reviewed at least once every three years. The CEO is also required to report the results of that review to Council.

POLICY IMPLICATIONS

Council has adopted Policy 2.2.4 Risk Management.

FINANCIAL IMPLICATIONS

Not Applicable

STRATEGIC IMPLICATIONS

Town of East Fremantle Strategic Community Plan
 Strategic Priority 5 – Leadership and Governance
 5.1 Strengthen organisational accountability and transparency
 5.3 Strive for excellence in leadership and governance

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
A major function of the Audit, Risk and Improvement Committee is to oversee the treatment/management of extreme risks. Failure to do so may result in adverse consequences.	Unlikely (2)	Major (4)	Moderate (5-9)	SERVICE INTERRUPTION Prolonged interruption of services - additional resources; performance affected <1 month	Manage by active monitoring

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	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	8
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Not applicable

COMMENT

The Executive Leadership Team has identified the following risk profiles as the key risks for the Town of East Fremantle (see attached Register):

- Political
- Financial
- Commercial, Community and Economic
- Governance and Compliance
- Human Resource Management
- Business Interruption
- Climate Change and Environmental Management
- Sustainability
- Security and Confidentiality
- Safety and Asset Management

These risk profiles are aligned to the Town's Strategic Community Plan.

Five (5) risks have been identified with an inherent risk rating of extreme (20) or higher, including two new risks that have been added to the Register since the last meeting:

- Inability to manage community expectations, increased service level expectations. Council and strategic direction misalignment with the community.
- Inadequate performance of East Fremantle Community Park.
- Failure to plan and respond to climate impacts.
- **Closure of Fremantle Traffic Bridge.**
- **Failure by Belgravia Leisure to open a stand-alone bank account for the operations of East Fremantle Community Park.**

However, after evaluating the effectiveness of risk treatments and controls, and determining the residual risk rating, there are two risks with a residual risk rating of more than 15 that are recommended for ongoing monitoring by the Audit, Risk and Improvement Committee:

- Performance of East Fremantle Community Park (community, financial, reputational).
- **Closure of Fremantle Traffic Bridge**

As previously advised to Council, Belgravia Leisure did not comply with the Operator Agreement and failed to open a stand-alone bank account for the operations of East Fremantle Community Park. The following risks/queries were identified by the Office of Auditor General during the audit planning phase:

- Has management assessed the implications of this non-compliance, and has it been reported to Council?
- Has management or those charged with governance assessed the risks of not having a separate bank account?

- How are the EFOP receipts and payments identified, tracked, and reconciled to the general ledger in the absence of a separate bank account?
- What controls exist to ensure completeness and accuracy of EFOP cash transactions?
- What alternative evidence can management provide to substantiate EFOP reported cash balances at year end 30 June 2025?
- What assurances can management provide/obtain that EFOP funds have not been used for other Belgravia activities?

Management has prepared a risk assessment and assurance paper addressing the above matters. It is recommended that Council endorse this paper and confirm that the residual risk rating for this item is within risk tolerance levels following the implementation of control measures.

The Fremantle Traffic Bridge closure is expected to commence in early 2026 (likely early February). It is acknowledged that this will create a level of traffic congestion associated with the reduced capacity for the river crossing. The Fremantle Bridge Alliance has been proactively preparing for the closure phase with a number of initiatives implemented. A Traffic Management Group and an Incident Management Stakeholder Group are working to both proactively prepare and also have a reactive capability. There will inevitably be an increased risk of rat running and congestion in the Town during the closure. Officers have been working proactively with the Fremantle Bridge Alliance and other stakeholders since at least 2021 and continue to do so in order to mitigate the impact on the Town as far as is practicable. A number of interventions have been determined and agreed primarily on the main distributor routes.

CONCLUSION

Council is requested to receive this report and note the two risks that currently have an unacceptable residual risk rating of 15 or more.

A summary of risk treatments and controls against these two items is provided below:

Risk Description	Risk Treatments and Controls
<p>Closure of Fremantle Traffic Bridge</p>	<p>Council is requested to note the motion presented to the Ordinary Council Meeting of 18 November 2025 (in-part):</p> <ol style="list-style-type: none"> 4. <i>The Town advocates the Department of Transport and Main Roads WA for;</i> <ol style="list-style-type: none"> 1. <i>Improving safety of walking and cycling routes, to access Stirling Highway from Riverside Road, St Peters Road and other access points to ensure safety.</i> 2. <i>Reduce speeds limits to 40kKmph to support safe and comfortable speed environments for pedestrians and cyclists in the Town, except for within the Town centre, George Street and near the local schools to 30kmph.</i> 3. <i>Adjustment to the available public transport, with additional services and a free transit zone that operate from Petra Street to the Fremantle Station on a temporary basis while the closure remains.</i> 4. <i>Access to pre-loaded SmartRiders for car users that aim to encourage public transport use, but not fully to offset the inconvenience for commuting by car.</i>

	<p>5. <i>A signal crossing installed on Canning Highway to enable a safe solution to cross Canning Hwy, when the crossing guards are not available.</i></p> <p>5. <i>Write to the Department of Transport, Main Roads WA and the Minister for Transport, on the impact of the Fremantle bridge closure along with a request to fund out of pocket expenses incurred by the Town in relation to the State-led transport project.</i></p>
<p>Performance of East Fremantle Community Park (community, financial, reputational)</p>	<p>Contract resource assigned, draft Contract Management Plan prepared, all Sub-leases and Licences are in place, an independent audit of the financial controls at EFCP has been completed, an independent financial model has been prepared, regular monitoring of performance (weekly KPI report, retail sales, wage to income report, monthly Profit and Loss Statement), Annual Special Purpose Financial Statements have been prepared and is currently being audited, Annual Business Planning process, regular meetings between the CEO and Belgravia Management.</p>

12.2 COMMITTEE RECOMMENDATION / COUNCIL RESOLUTION

<p>Council Resolution 020912</p> <p>OFFICER/AUDIT COMMITTEE RECOMMENDATION</p> <p>Moved Cr Cutter, seconded Cr White</p> <p>That Council:</p> <ol style="list-style-type: none"> 1. receives the attached Strategic Risk Register for review. 2. receives the attached Paper – Management Actions for Assurance in East Fremantle Community Park Operations and Accounts. <p><u>CARRIED UNANIMOUSLY 8:0</u></p> <p>For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale</p> <p>Against: Nil</p>
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REPORT ATTACHMENTS

Attachments start on the next page

Description - Title	Risk and potential impacts	Strategic Community Plan Reference	Likelihood	Consequence	Risk Rating	Description	Description and evidence of controls / corrective actions	Likelihood	Consequence	Residual risk rating	Effectiveness of the control in place	Additional Treatments / Changes / Controls
Political	inability to manage community expectations, increased service level expectations. Council and strategic direction misalignment with community. (Reputational, Service Interruption)	5.1.2 Ensure effective engagement with community and stakeholders.	5	4	20	Unacceptable	Communication and Engagement Strategy, Community Engagement Framework and Checklist, Internal Resourcing (Manager, Communications and Community Engagement, Communications Officer), Strategic Community Plan and Community Perception Surveys (IPR).	3	3	9	Adequate	Council Planning process underway including community workshops
Political	Relationship breakdowns (State, WALGA, Council, inter-council, council-admin, community-admin). (Reputational, Compliance)	5.2.1 Foster and promote strategic collaborative relationships.	3	3	9	Monitor	Member of the Zone, regular State Government representation engagement, Code of Conduct (Council and Employees), State Government Standards for CEO Recruitment Performance and Termination, Professional Development Training for Members, Mandated Modules for newly Elected Members, Governance Framework, Integrity Framework and Disclosure Framework, Behaviour Complaints Policy and Procedure, CEO Performance Review Process. Regular liaison between CEO & Mayor.	3	2	6	Effective	Stakeholder Relationship Management Plan, Communications Agreement
Safety and Asset Sustainability	Fremantle Traffic Bridge Closure resulting in localised traffic congestion and heightened risk of traffic accidents and deterioration of local roads. (Health, Financial, Service Interruption, Reputation, Property)	3.3 Plan and maintain the Town's Assets to ensure they are accessible, inviting and well connected.	5	5	25	Unacceptable	Advocacy - refer urgent business motion - November OCM	5	5	25	Inadequate	
Financial	Failure of Council to endorse Budget or support rate changes, increased funding requirements to meet service levels and maintain assets. (Service Interruptions, Reputational, Compliance)	5.3.1 Deliver community outcomes through sustainable finance and human resource management.	5	4	20	Unacceptable	IPR Process (Strategic Resource Plan and Ratings Strategy).	3	4	12	Adequate	IPR Timetable presented to November 2025 OCM.
Commercial, Community & Economic	Inadequate Performance of East Fremantle Community Park. (Reputational, Financial, Property)	5.3.1 Deliver community outcomes through sustainable finance and human resource management.	5	5	25	Unacceptable	Operator Agreement, performance reporting and establishment plan, Sub-lease and licence agreements with key tenants. Contractor management support.	3	5	15	Adequate	Independent review of operations completed. Audit framework being implemented.
Financial	Failure of Belgravia Leisure to open a stand-alone bank account for East Fremantle Community Park resulting in cash flow distortion, fraud risk etc.	5.3.1 Deliver community outcomes through sustainable finance and human resource management.	3	5	15	Unacceptable	Refer to Paper - Management Actions for Assurance in EFCP Operations and Accounts	2	5	10	Effective	EFCP financial statements/accounts are to be audited by HLB Mann Judd under group instructions from OAG. Auditor's Report to be issued to the Town.
Political Environment	Cost shifting onto the Town. (Financial, Reputational)	5.2.1 Foster and promote strategic collaborative relationships.	4	3	12	Urgent Attention	Budget allocation on contract support on implementation of requirements. Long term financial planning, WALGA lobbying, Local Government Network to share and collaborate on requirements (planning and State/Federal submissions). Communication of local impact of state and federal levies to rate payers.	4	2	8	Effective	Stakeholder Relationship Management Plan
Governance & Compliance	Contractor and Project Management Issues, inadequate Contracts/or Management and variable fees, Contractor Performance Issues and failure to effectively plan. (Compliance, Financial and Reputational)	5.1.1 Strengthen governance, risk management and compliance.	4	3	12	Urgent Attention	Project Governance Framework, Contracts Register, Tender and Quotations under Procurement Policy, Delegations Register, Contractor Management Meetings, Grants Register, Online Induction System.	3	3	9	Inadequate	Contractor WHS Management
Governance & Compliance	Inadequate Risk Management Processes and Application, Loss of confidential materials, Governance reporting and controls fail to capture financial fraud/losses, inadequate legal advice policies and procedures. External Audits with poor findings. (Compliance, Finance, Reputational)	5.1.1 Strengthen governance, risk management and compliance.	4	3	12	Urgent Attention	External Audit Framework, Information Systems Audit OAG, LGIS Risk Management A&G, Financial 3 Year Audit, Reg 17, Annual Compliance Audit, Audit Status Report and Monitoring to Audit Committee. External representation on Audit and Risk Committee. Risk Management Framework (including Policy and Procedures).	2	3	6	Effective	Governance Framework and Audit Log, ATTAIN Compliance Software.
Human Resource Management	Increased psychosocial pressures, Inadequate WHS Standards and Workers Compensation Claims increase and Premium increases. (Health, Compliance, Reputational)	5.1.1 Strengthen governance, risk management and compliance.	4	4	16	Urgent Attention	LGIS and External Audits. Learnrite system, EAP, Code of Conduct, WHS Committee, WHS Policies and Procedures, HR Manual.	3	3	9	Adequate	A WHS Officer has been appointed. WHS Policies and Procedures have been finalised. Business unit support is underway - current initiatives include Incident Investigation, Vehicle Safety Equipment, Review of fleet management arrangements for neighbourhood Link.
Human Resource Management	Unavailable fit for purpose workforce (training, competence) and Planning, Organisation Structure, low retention, inadequate service achievement. (Compliance, Reputational, Service Interruption)	5.1.3 Improve the efficiency and effectiveness of services.	3	3	9	Monitor	Learnrite System, annual reviews, internal and external training, and workforce plan. Current Employment Conditions and Benefits (Gym, Super co-co, RDO)	3	3	9	Adequate	Review of Organisation Structure, pay and benefits review
Business Interruptions	Loss of infrastructure and assets. Lack of Business Continuity Management planning for significant events and inadequate recovery centre, ICT disruption, Asset Loss, Infrastructure Loss, Communication Loss and Records Management - EOI Advice and Information, Built Environment Restrictions, ability to respond and recover from external impacts. (Service Disruption, Compliance, Financial, Reputational)	5.1.1 Strengthen governance, risk management and compliance. 5.3.2 Improve organisational systems with a focus on innovation.	4	4	16	Urgent Attention	ICT Contract, IT Disaster Recovery Plan, Annual IT DR Test, Asset Predictive renewal model, Business Continuity Management, ICT Security Policies and Procedures, Virus protection, multi factor protection, hourly backups, offsite storage. UPS for servers. Joint Emergency Management Arrangements with City of Fremantle.	2	4	8	Effective	Disaster Recovery Plans, Records Disaster Box.
Climate Change & Environmental Management	Failure to planning and responding to climate impacts - Loss and damage to infrastructure, inadequate foreshore management and response to flooding. (All)	4.3.1 Improve systems and infrastructure standards to assist with mitigating climate change impacts.	4	5	20	Unacceptable	Climate Emergency Strategy, CHRMAP, Foreshore Management Plan, Local Planning Strategy, Asset Management plans, CARG, LED street lighting project, solar installation	2	5	10	Effective	Tree register? Proposed community battery (Grant). Local Planning Scheme no 4.
Sustainability	Non-viable waste management and inadequate energy conservation with increased impact cost and access. (Financial, Environmental, Compliance)	4.2. Enhance environmental values and sustainable natural resource use.	3	4	12	Urgent Attention	Strategic Waste Management Plan, Waste Management Contract, Internal Sustainability Officer and Programs (events & engagements), Waste to Energy contract, community education. Long term financial plan. Waterwise plan.	2	4	8	Effective	
Security & Confidentiality	Loss of access and materials following cyber attack and unrestricted use and application of AI (Compliance, Service Interruption, Reputational, Financial)	5.1.1 Strengthen governance, risk management and compliance. 5.3.2 Improve organisational systems with a focus on innovation.	3	4	12	Urgent Attention	Cyber training (3 monthly), locked down systems through a managed service, ICT Security, quarterly vulnerability testing, suite of IT Policies and Procedures, Code of Conduct, ICT Disaster Recovery Plan. LGIS	2	2	4	Effective	External Penetration Test of internet facing infrastructure completed.

Appendix A – Risk Assessment and Acceptance Criteria

REPORT 104

Town of East Fremantle Measures of Consequence							
Rating (Level)	Health	Financial Impact	Service Interruption	Compliance	Reputational	Property	Environment
Insignificant (1)	Near-Miss or First Aid	Less than \$10,000	No material service interruption	Minor regulatory or statutory impact	Unsubstantiated, low impact, low profile or 'no news' item	Inconsequential damage.	Contained, reversible impact managed by on site response
Minor (2)	Medical type injuries	\$10,001 - \$50,000	Short term temporary interruption – backlog cleared < 1 day	Some temporary non-compliances	Substantiated, low impact, low news item	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response
Moderate (3)	Lost time injury >14 Days	\$50,001 - \$250,000	Medium term temporary interruption – backlog cleared by additional resources < 1 week	Short term non-compliance but with significant regulatory requirements imposed	Substantiated, public embarrassment, moderate impact, moderate news profile	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies
Major (4)	Long-term disability / multiple injuries	\$250,001 - \$1,000,000	Prolonged interruption of services – additional resources; performance affected < 1 month	Non-compliance results in termination of services or imposed penalties	Substantiated, public embarrassment, high impact, high news profile, third party actions	Significant damage requiring internal & external resources to rectify	Uncontained, reversible impact managed by a coordinated response from external agencies
Extreme (5)	Fatality, permanent disability	More than \$1,000,000	Indeterminate prolonged interruption of services – non-performance > 1 month	Non-compliance results in litigation, criminal charges or significant damages or penalties	Substantiated, public embarrassment, very high multiple impacts, high widespread multiple news profile, third party actions	Extensive damage requiring prolonged period of restitution Complete loss of plant, equipment & building	Uncontained, irreversible impact

ATTACHMENT

Town of East Fremantle Measures of Likelihood			
Level	Rating	Description	Frequency
5	Almost Certain	The event is expected to occur in most circumstances	More than once per year
4	Likely	The event will probably occur in most circumstances	At least once per year
3	Possible	The event should occur at some time	At least once in 3 years
2	Unlikely	The event could occur at some time	At least once in 10 years
1	Rare	The event may only occur in exceptional circumstances	Less than once in 15 years

12.3 2026 MEETING SCHEDULE AND WORK PLAN

Report Reference Number	OCR-3904
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple
Documents tabled	Nil

Attachments

1. Risk Based Audit Work Plan

PURPOSE

Council is requested to endorse the proposed work plan and meeting schedule for the 2026 calendar year.

EXECUTIVE SUMMARY

The Audit Risk & Improvement Committee previously endorsed the Risk Based Audit Work Plan at its November 2024 Meeting. This Work Plan has been updated with 2026 being the first year of the rolling four-year plan.

It is recommended that the Audit Risk & Improvement Committee meet 3 times in the 2026 calendar year (4th Wednesday of the month), with the suggested work plan as follows:

Month	Activity
February	<ul style="list-style-type: none"> • 2025 Compliance Audit Return • 2025-26 Mid-Year Budget Review • Consolidated Status Report • 2024-25 Audited Annual Financial Report and Audit Letters • Financial Management Review/Audit • Regulation 17 Review – Consolidated Report • Rates Collection Performance
July	<ul style="list-style-type: none"> • Significant Accounting Policies/Position Papers • Audit of Purchase Requisitions over \$5k • Consolidated Status Report • Revaluation Report – Infrastructure Assets • Rates Collection Performance • Strategic IT Plan • IT Disaster Recovery Test • Strategic Risk Register Update
November	<ul style="list-style-type: none"> • 2025-26 Audited Annual Financial Report • Review of Policies – Internal Audit Charter; Fraud and Corruption Control Standards; Risk Management Policy and Procedures • Business Continuity Desktop Exercise • Review of Investment Performance • Meeting Schedule and Work Plan for 2026

BACKGROUND

The Department of Local Government has prepared operational guidelines on audit in local government. The guidelines outline audit requirements including the establishment of an audit committee and key functions.

The Guidelines define the role of the Audit committee “to support Council in fulfilling its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, internal and external audit functions and ethical accountability”.

The Guidelines also state that the Audit committee needs to form an opinion of the local governments internal audit requirements and recommend a course of action that ensures that any internal audit processes adopted are appropriate, accountable and transparent.

Legislative Audit Framework:

The *Local Government Act 1995*, *Local Government (Audit) Regulations 1996* and *Local Government (Financial Management) Regulations 1996* detail the statutory requirements with respect to audit of local government. The following reporting requirements to the audit committee are mandatory:

Item	Requirements	Legislation
External Audit Report	The Auditor is to provide a report (annually) giving an opinion on the financial position of the local government and the results of the operations of the local government. Where it is considered by the auditor appropriate to do so, the audit is to prepare a management report to accompany the auditor’s report.	Regulation 10 of the <i>Local Government (Audit) Regulations 1996</i>
Compliance Audit Return	Local Governments are required to complete a statutory compliance return (Compliance Audit Return) annually and have the return adopted by Council. The return is a checklist of a local government’s compliance with the requirements of the Act and its Regulations, concentrating on areas of compliance considered ‘high risk’. The audit committee is to review the Compliance Audit Return and report to the Council the results of that review.	Regulation 14 of the <i>Local Government (Audit) Regulations 1996</i>
Risk Management/Internal Controls/Legislative Framework	The CEO is to review the appropriateness and effectiveness of a local governments and procedures in relation to risk management, internal control and legislative compliance at least once every three years and report to the audit committee the results of that review.	Regulation 17 of the <i>Local Government (Audit) Regulations 1996</i>
Financial Management Review	The CEO is review the appropriateness and effectiveness of the financial management systems and procedures	Regulation 5 of the <i>Local Government (Financial Management) Regulations 1996</i>

	of the local government at least once every years and reports the results of that review.	
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External Audit Framework:

Pursuant to section 7.2 of the *Local Government Act 1995*, the accounts and annual financial report of a local government for each financial year are required to be audited. The Act and Regulations prescribe the scope of the external audit of the annual financial statements of the local government. The operational guidelines also include a minimum standard audit specification.

The critical matters for audit are:

- Revenue – rates revenue, government grants, fees and charges
- Expenditure – salaries and wages, depreciation, materials and contract expense, insurance
- Current Assets – bank and short-term assets, receivables, inventory
- Non-Current Assets – property, plant, furniture and equipment, infrastructure and depreciation
- Liabilities – creditors and accruals, loan borrowings, provision for annual and long service leave entitlements
- Reserve Funds
- Contingent Liabilities
- Capital Commitments
- Accounting Policies
- Cash Flow Statement
- Financial Ratios

Internal Audit Framework:

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve the effectiveness of risk management, control, and governance processes. Establishing a formal internal audit function is not a legislative requirement but the development of appropriate internal controls will enhance risk management processes. The internal audit function can either be resourced internally or contracted out.

All internal audit reports must be referred to the Audit Committee for consideration. Internal auditor’s activities should typically include the following:

- Examination of financial and operating information that includes detailed testing of transactions, balances and procedures;
- A risk assessment with the intention of minimizing exposure to all forms of risk on the local government;
- A review of the efficiency and effectiveness of operations and services including non-financial controls of a local government;
- A review of compliance with management policies and directives and any other internal requirements;
- Review of the annual Compliance Audit Return;
- Assist in the CEOs biennial reviews of the appropriateness and effectiveness of the local government’s systems and procedures in regard to risk management, internal control and legislative compliance.

The internal auditor should report functionally to the audit committee and administratively to the CEO. It should be remembered that pursuant to section 5.41 of the Act, the CEO is responsible for the day-to-day management of local government activities including the direction of staff and implicitly the internal audit function. The CEO may choose to delegate this responsibility.

The Audit Risk & Improvement Committee at its meeting held on 26 November 2025 recommended that Council approves the following meeting schedule and work plan for the 2026 Calendar Year:

Month	Activity
February 25 @ 6.00pm, Council Chambers	<ul style="list-style-type: none"> • 2025 Compliance Audit Return • 2025-26 Mid-Year Budget Review • Consolidated Status Report • 2024-25 Audited Annual Financial Report and Audit Letters • Financial Management Review/Audit Regulation 17 Review – Consolidated Report • Rates Collection Performance
July 29 @ 6.00pm, Council Chambers	<ul style="list-style-type: none"> • Significant Accounting Policies/Position Papers (including control measures EFCP) • Audit of Purchase Requisitions over \$5k • Consolidated Status Report • Revaluation Report – Infrastructure Assets • Rates Collection Performance • Strategic IT Plan • IT Disaster Recovery Test • Strategic Risk Register Update
November 25 @ 6.00pm, Council Chambers	<ul style="list-style-type: none"> • 2025-26 Audited Annual Financial Report • Review of Policies – Internal Audit Charter; Fraud and Corruption Control Standards; Risk Management Policy and Procedures • Business Continuity Desktop Exercise • Review of Investment Performance • Meeting Schedule and Work Plan for 2026

CONSULTATION

Audit, Risk & Improvement Committee
 Chief Executive Officer
 Office of the Auditor General
 Manager Finance
 Manager Corporate Services
 EA/Governance Coordinator
 Finance Team Members

STATUTORY ENVIRONMENT

The local government audit framework is governed by the *Local Government Act 1995* and Regulations including the *Local Government (Administration) Regulations 1996*, *Local Government (Audit) Regulations 1996*, *Local Government (Financial Management) Regulations 1996* and *Local Government (Functions and General) Regulations 1996*.

Regulation 12 of the *Local Government (Administration) Regulations 1996* requires a local government to give local public notice of the dates on which and the time and place at which Council and Committee Meetings are to be held in the next 12 months.

The following information is provided on the Department of Local Government's website with respect to the revised Audit, Risk and Improvement Committee:

Audit, risk and improvement committees

Audit committees will be revised as audit, risk and improvement committees (ARICs). ARICs must have an independent presiding member to ensure a level of neutrality and impartial oversight in chairing these meetings. An independent presiding member must be a person who is not a council member of a local government or an employee of the local government. If a deputy presiding member is appointed, they must also be independent.

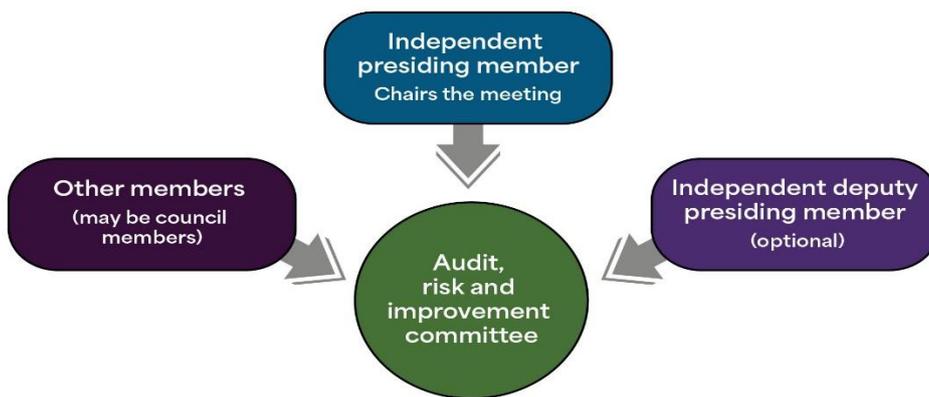
The introduction of an independent presiding member provides an opportunity for increased community confidence in a local government’s financial and risk management. Local government operations may also benefit through appointing an independent chair with risk and financial management expertise that may otherwise be unavailable.

This reform reflects modern governance practices in State Government authorities and agencies as well as private corporations.

In relation to the current Act, an audit committee is required to be established comprising 3 or more persons appointed by absolute majority by a local government. Most of the members must be council members. The CEO or a local government employee cannot be a member.

Audit, risk and improvement committee model

The new audit, risk and improvement committee comprises the following roles, with a total of 3 or more members.



Under the proposed amendments in the Bill, an ARIC now requires an independent presiding member. A local government can choose to appoint an independent deputy presiding member to chair the meeting if the independent presiding member is unable to do so.

If a local government chooses not to nominate a deputy presiding member, the council will need to appoint an independent proxy to chair the meeting should the need arise.

Smaller local governments may also now choose to share an ARIC to reduce the burden on their resources

POLICY IMPLICATIONS

Council has adopted an Internal Audit Charter, which outlines various objectives with respect to internal audit activities.

FINANCIAL IMPLICATIONS

Each year, Council approves an annual budget ranging between \$10,000 - \$15,000 for internal audit activities.

STRATEGIC IMPLICATIONS

Strategic Community Plan 2020-2030

Strategic Priority 5 – Leadership and Governance

5.1 Strengthen organisational accountability and transparency.

5.3 Strive for excellence in leadership and governance.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Lack of resourcing to support an Internal Audit function	Possible (3)	Moderate (3)	Moderate (5-9)	COMPLIANCE Short term non-compliance but with significant regulatory requirements imposed	Manage by ensuring adequate budget allocation

RISK MATRIX

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

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

RISK RATING

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

SITE INSPECTION

Not Applicable.

COMMENT

The ARIC Terms of Reference requires the Committee to meet at least three times per year, with the dates to be set each year by Council, with authority to convene additional meetings, as circumstances require.

Clause 6.7 of the Terms of Reference also requires the Committee to develop a forward meeting schedule that includes the dates, location, and proposed work plan for each meeting for the forthcoming year, that cover all the responsibilities outlined. These responsibilities include:

- Risk Management
- Business Continuity
- Internal Control
- Review of Annual Financial Statements
- Internal/external performance audits

Regulation 6 of the *Local Government (Financial Management) Regulations 1996* states that:

“A local government is to ensure that an employee to whom is delegated responsibility for the day-to-day accounting or financial management operations of a local government is not also delegated the responsibility for –

- (a) conducting an internal audit; or
- (b) reviewing the discharge of duties by that employee,

or for managing, directing or supervising a person who carries out a function referred to in paragraph (a) or (b).

So, functionally the performance of the internal audit function should be independent to the finance team. This is however problematic given the Town’s size and structure, which is highlighted by the fact that the majority of audit work plan in the last 5 years has been performed by the finance team. Of relevance, the Select Committee into Local Government recommended, as part of the recent review of the Local Government Act, that the Government give active consideration to facilitating, through the Department of Local Government, Sport and Cultural Industries, a shared internal audit service for the Local Government sector, particularly to assist small and medium councils.

Proposed work activities are detailed in the attached Work Plan.

Compliance Audit Return

In the last three years, the Town engaged an independent party to review the Compliance Audit Return and provide an assurance as to the accuracy of the return. Quotes are being sought for this independent review, and subject to price and availability, this work may be scheduled in January, with the Compliance Audit Return to be presented to the February 2026 Audit Committee Meeting.

CONCLUSION

Given the above constraints, a moderate work plan has been recommended for the 2026 calendar year, which is reflective of resourcing capacity.

12.3 COMMITTEE RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 030912

OFFICER/AUDIT COMMITTEE RECOMMENDATION

Moved Cr Maywood, seconded Cr Cutter

That Council approves the following Audit, Risk & Improvement Committee meeting schedule and work plan for the 2026 Calendar Year:

Month	Activity
<p>February 25 @ 6.00pm, Council Chambers</p>	<ul style="list-style-type: none"> • 2025 Compliance Audit Return • 2025-26 Mid-Year Budget Review • Consolidated Status Report • 2024-25 Audited Annual Financial Report and Audit Letters • Financial Management Review/Audit Regulation 17 Review – Consolidated Report • Rates Collection Performance
<p>July 29 @ 6.00pm, Council Chambers</p>	<ul style="list-style-type: none"> • Significant Accounting Policies/Position Papers (including control measures EFCP) • Audit of Purchase Requisitions over \$5k • Consolidated Status Report • Revaluation Report – Infrastructure Assets • Rates Collection Performance • Strategic IT Plan • IT Disaster Recovery Test • Strategic Risk Register Update
<p>November 25 @ 6.00pm, Council Chambers</p>	<ul style="list-style-type: none"> • 2025-26 Audited Annual Financial Report • Review of Policies – Internal Audit Charter; Fraud and Corruption Control Standards; Risk Management Policy and Procedures • Business Continuity Desktop Exercise • Review of Investment Performance • Meeting Schedule and Work Plan for 2026

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

Town of East Fremantle - 4 year Internal Audit Work Plan

Activity	Frequency	Risk Identified	Person Performing the Task	Consequence Rating	Likelihood Rating	Risk Category	2025			2026			2027			2028		
							February	July	November									
Compliance Audit Return	Annually (Due 31 March)	Breach of Legislation	EA/Governance Coordinator. Legal firms do provide a niche service to review the CAR and verify the responses, and this might be a service that the Audit Committee may wish to consider?	2	2	Low	█			█			█			█		
Commonwealth Home Support Program - Quality Audit	Final Audit	Breach of Quality Standards	Manager Commonwealth Home Support Program oversees audit	2	3	Low	█											
WHS Action Plan - Status Update	2025 Project	Inadequate WHS Framework/Work Place Incidents	ELT	4	3	Moderate	█	█										
External Penetration Test Report	One Off	Cyber Risk	Manager Corporate Services	4	2	Low	█											
Review of Purchasing Policy	Every 2 years	Compliance/Probity	Finance Manager	3	2	Low	█	█										
East Fremantle Community Park - Independent Financial Modelling and Audit	One Off	Financial Sustainability	Executive Manager Corporate Services	4	2	Moderate		█										
Strategic IT Plan Review	Every 2 Years	Inefficient work practices	Executive Manager Corporate Services	4	2	Moderate			█									
Business Continuity Exercise - Report	Every 2 Years	Business Disruption	Executive Manager Corporate Services	5	3	High				█								
IT DR Plan and Annual DR Test	Every 2 Years	Business Disruption	Executive Manager Corporate Services	5	3	High				█								
Policy Review - Internal Audit Charter; Fraud and Corruption Policy and Risk Management Policy in 2026	Every 2 Years	Fraud Risk	Office of CEO	5	1	Low					█							
Review of Credit Card Policy	Every 2 - 3 years	Misappropriation of funds/breakdown in controls	Manager Finance	4	1	Low												
Receive 5 Year Statutory Review of Record Keeping Plan and assessment against OAG Better Practice Guide.	Every 5 years	Inadequate record keeping practices	Manager Corporate Services	3	3	Moderate												
Review of Investment Policy (Divestments)	Every 2 - 3 years	Not optimising return on investment	Executive Manager Corporate Services	2	2	Low					█							
Receive of Annual Financial Report	Annually	The Auditors Report is not received by the Statutory deadline of 31 December (17.9 LGIA) due to inadequate audit preparation	Manager Finance	4	3	High			█		█			█				█
Information Systems Audit (Performance Audit OAG), Receive of Management Letter.	Annually	The Towns General Computer Controls are inadequate impacting business continuity and and security of information	The GCC Audit has been performed in 2018, 2022 and 2023. It is expected that the Audit will be undertaken concurrently with the financial audit.	5	3	High			█		█			█				█
Review of Financial Management and Risk and Internal Control Systems	Every 3 years	That key findings from the FMR/Reg 17 Review are not actioned resulting in control weaknesses	Moore Stephens last performed this independent review in December 2022. Next review due November 2025. Estimated cost \$25k	3	3	Moderate		█		█								
Mid Year Budget Review	Annually	Inadequate oversight of financial management resulting in material variances	Manager Finance/Executive Manager Corporate Services	3	3	Moderate	█			█			█			█		
Review of Significant Accounting Policies/Preparation of Position Papers	Annually	Annual Budget and Annual Financial Report is not consistent with Significant Accounting Policies	Manager Finance	3	3	Moderate		█			█			█			█	
Audit of all purchase requisitions over \$5k for compliance with Purchasing Policy	Annually	Non-compliance with Purchasing Policy	Senior Finance Officer/Manager Finance	3	3	Moderate		█			█			█			█	
Rates Collection Report	Biannually	Non-recovery of rates	Revenue Officer	4	2	Moderate	█			█								
Review Insurance Renewal Report and Insurance Claims Performance	Every 3 years	Inadequate insurance cover	Executive Manager Corporate Services	4	2	Moderate		█										
Receive Risk Register Update including assessment of implementation of risk treatments and controls	Annually	Failure to implement risk treatments resulting in greater likelihood	Manager Corporate services	4	3	High	█				█			█				█
Receive Consolidated Status Report of all Audit Findings	Standing Item	Key findings are not actioned resulting in control weaknesses	Manager Finance	3	3	Moderate	█	█	█	█	█	█	█	█	█	█	█	█
Update the Predictive Asset Renewal Model and revise the 10 year Capital Works Program	Annually	Inadequate asset management framework	Executive Manager Technical Services	4	3	High	█											
Undertake a condition assessment of assets and obtain a fair value assessment	Every 5 years (L+B due 27/28; Infra due 25/26)	Non-compliance with Reg 17A of the FMR 1996	Executive Manager Technical Services/Manager Finance	5	3	High		█			█							
Review of Controls pertaining to Payroll and the new Payroll Module	One-off	Payroll fraud	Senior Finance Officer/Manager Finance	3	1	Moderate												
Review of HR On-Boarding/Off-Boarding Process	Every 2 - 3 years	Inadequate controls regarding access to IT systems and custody of portable items	Manager, Corporate Services/HR	4	2	Moderate												
Self Audit against Auditor General's Report 'Timely Payment of Suppliers'	Every 2 years	Late payment to suppliers	Senior Finance Officer	2	2	Low												
Establishment of Supplier Payments Policy and General Conditions of Contract for the Supply of Goods and Services under a Purchase Order	One-off	Late payment to suppliers	Executive Manager Corporate Services	2	2	Low												
Independent Review of Structure of Risk Register and evaluation of Implementation of Risk Treatments	Every 4 years	Failure to implement risk treatments resulting in greater likelihood	Recommended that this be outsourced to an external risk consultant. Estimated cost \$8k	4	3	High												

12.4 UNAUDITED ANNUAL FINANCIAL REPORT

Report Reference Number	OCR-3897
Prepared by	Pratigya Pandeya, Manager Finance
Supervised by	Peter Kocian, Executive Manger Corporate Services
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple Majority
Documents tabled	Agenda Item August 2025 – EFCP Accounting Requirements (Confidential Item)

Attachments

1. Draft Annual Financial Report for the year ended 30 June 2025.
2. Annual Financial Audit Planning Summary
3. **Group Reporting Instructions issued to HLB Mann Judd (Confidential)**
4. Memo to OAG – EFCP Consolidation

PURPOSE

The purpose of this report is for Council to receive the draft Annual Financial Report for the year ended 30 June 2025.

EXECUTIVE SUMMARY

Section 6.4 of the *Local Government Act 1995* requires local governments to prepare an annual financial report for the preceding financial year. The financial report is to be prepared and presented in the manner and form prescribed in the *Local Government (Financial Management) Regulations 1996*. Local Governments are required to submit the annual financial report to its auditor by the 30 September or such extended time as the Minister allows.

Due to the complexity around EFCP financial consolidation, the Town sought (and was approved) an extension from the Minister until 31 October for the submission of Annual Financial Report. The consolidated financial statements were submitted to the Office of the Auditor General (OAG) on 24 October 2025, prior to the approved deadline.

BACKGROUND

The initial audit timetable issued by OAG on 28 May 2025 had to be amended due to the complexity of EFCP accounting and consolidation requirements as assessed by OAG. OAG has determined that there is a principal and agent relationship between the Town and Belgravia Leisure, the operator of the EFCP and hence, there exists Group and Component Relationship between the Town and EFCP operations. The Town is required to consolidate EFCP financials.

OAG implemented the audit of Town's financial statements in two tranches:

Audit of the Town

- audit of Town's financial statements commenced as per the original schedule from 29th September 2025 for two weeks. This audit of the Town has now been complete.

Audit of EFCP Operations

As of the date of writing this report (10/11/2025), the following audit and reporting timetable is in place.

Activity	Date
Planning meeting	10 November 2025
Final fieldwork for component auditor	10 November 2025 – 14 November 2025
Review of component auditor documentation	24 November 2025 – 28 November 2025
Meeting with TCWG of the group	11 December 2025
Group audit report release	Within 5 days after the receipt of final signed financial report
Audit completion and assembly	15 December 2025

Belgravia’s auditor HLB Mann Judd has been appointed as the component auditor, who will audit EFCP operations as per OAG’s auditing framework and requirements. The engagement arrangements are:

- HLB Mann Judd have an existing Audit Agreement with Belgravia Leisure
- OAG have prepared Group Audit Instructions for HLB Mann Judd which has been accepted
- The Town has agreed to cover Belgravia’s audit costs of \$15k, as the audit framework imposed is much broader than originally contemplated

The EFCP audit will be a full scope audit as component’s (EFCP’s) expenses are more than 20% consolidated total expenses (EFCP and The Town). HLB Mann Judd are required to issue an audit opinion to the Town.

Based on above, Town anticipates meeting the requirement of signing off audited financials prior to the statutory deadline of 31 December 2025 to receive the Auditors Report, provided the audit of EFCP does not lead to any change in the financial statements. Should the EFCP financials require any change as a result of audit, the Town will need to amend the consolidated financial report which will require additional time and resources. In this scenario, the Town may not be able to achieve audit clearance by the 31 December.

At the Audit, Risk and Improvement Committee meeting held on 26 November 2025 the Committee recommended that Council:

1. *receives the draft Annual Financial Report for the Year Ended 30 June 2025.*
2. *notes the status of the audit of the Town of East Fremantle 2024-25 Accounts including component audit arrangements for East Fremantle Community Park.*
3. *notes the increase in the audit fee for 2024-25. This reflects the additional audit effort which in turn is reflective of demands on staff/contract resources to prepare for audit.*
4. *notes that the Auditors Report will not be received in time to enable Council to consider and accept the Annual Report at the Ordinary Council Meeting of 9th December 2025.*

CONSULTATION

Audit, Risk & Improvement Committee
 Kelli Small – Consultant
 Peter Kocian – Executive Manager Corporate Services
 Office of Auditor General
 Belgravia Leisure
 HLB Mann Judd

STATUTORY ENVIRONMENT

Section 6.4 (3) of the *Local Government Act 1995* requires a local government to submit its Annual Financial Report to its Auditor by 30 September or such extended time as the Minister allows.

Pursuant to section 7.9 (1) of the *Local Government Act 1995*, the auditor is required to examine the accounts and Annual Financial Report submitted for audit and issue the Auditor’s Report by 31 December.

Pursuant to section 5.54 of the *Local Government Act 1995*, the Annual Report (inclusive of the audited Annual Financial Report) is to be accepted by the local government no later than 31 December, or if the auditor’s report is not available in time, the Annual Report is to be accepted no later than 2 months after the auditor’s report becomes available.

POLICY IMPLICATIONS

The Department of Local Government has published Operational Guideline No. 9 Audit in Local Government that covers the appointment, functions and responsibilities of Audit Committees.

FINANCIAL IMPLICATIONS

The Town was advised by letter (dated 31 March 2025) from OAG that the Town’s indicative audit fee for 2024-25 will be \$69,875 (ex GST). This compares to the prior year audit fee of \$79,703 which involved an increased audit effort due to complex matters relating to the Towns’ withdrawal from the Resource Recovery Group.

The Town’s audit fee for 2024-25, however, is likely to be significantly more than advised in March due to the technical assessment of accounting requirements for EFCP and subsequent audit effort. The Town was advised during a planning meeting that direct costs of approximately \$14k were incurred by OAG to undertake a technical review of the agreements between the Town and Belgravia Leisure and subsequent determination of accounting requirements. The Town is also covering the cost of the audit of the EFCP accounts performed by HLB Mann Judd (\$15k) and there will be further audit effort by OAG in reviewing the component audit file.

It would be no surprise if the initial indicative audit fee of \$69,875 ex GST was to double inclusive of the HLB Mann Judd costs.

STRATEGIC IMPLICATIONS

Town of East Fremantle Strategic Community Plan 2020-2030

Strategic Priority 5 – Leadership and Governance

5.1 Strengthen organisational accountability and transparency.

5.3 Strive for excellence in leadership and governance.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That the Town receives a qualified audit report	Possible (3)	Moderate (3)	Moderate (5-9)	REPUTATIONAL Substantiated, public embarrassment,	Control through Robust internal controls and staff development

				moderate impact, moderate news profile	
Failure to prepare Position Papers may result in OAG not accepting accounting estimates and treatments, either delaying audit or resulting in a qualified audit report	Likely (4)	Major (4)	High (10-16)	COMPLIANCE Short term non-compliance but with significant regulatory requirements imposed	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	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	16
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

The Draft Annual Financial Report of the Town of East Fremantle for the financial year ended 30 June 2025 is based on proper accounts and records to fairly present the financial position of the Town of East Fremantle at 30 June 2025 and the results of the operations for the financial year then ended in accordance with the *Local Government Act 1995* and, to the extent they are not inconsistent with the Act, the Australian Accounting Standards.

EFCP operation financial statements have been consolidated in Town’s financials as per relevant accounting standards. The impact of this consolidation is highlighted in purple. Summary statements for EFCP is detailed in Note 31 of the draft Annual Financial Report.

The Town has prepared a Memo to OAG which outlines the consolidation process. This is attached for Council’s information and illustrates the complexities of the accounting consolidation.

CONCLUSION

Council is requested to receive the draft Annual Financial Report for the year ended 30 June 2025.

Whilst the Town is optimistic that audit clearance will be received by mid-December, this will be dependent on OAG signing off on the component audit for EFCP. An Exit Meeting between the Town and OAG has been scheduled for 11 December 2025. Outstanding matters will be tabled at this meeting including the CEO signing the Management Representatiion Letter and Annual Financial Report.

Representatives from the Office of the Auditor General will be invited to meet with the Audit, Risk & Improvement Committee at its February 2026 Meeting, and there will be an opportunity to discuss the contents of the Annual Financial Report and Auditors Report.

12.4 COMMITTEE RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 040912

OFFICER/AUDIT COMMITTEE RECOMMENDATION

Moved Cr White, seconded Cr Brockmann

That Council:

- 1. receives the draft Annual Financial Report for the Year Ended 30 June 2025.**
- 2. notes the status of the audit of the Town of East Fremantle 2024-25 Accounts including component audit arrangements for East Fremantle Community Park.**
- 3. notes the increase in the audit fee for 2024-25. This reflects the additional audit effort which in turn is reflective of demands on staff/contract resources to prepare for audit.**
- 4. notes that the Auditors' Report will not be received in time to enable Council to consider and accept the Annual Report at the Ordinary Council Meeting of 9th December 2025.**

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE

CONSOLIDATED FINANCIAL REPORT

FOR THE YEAR ENDED 30 JUNE 2025

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The Town of East Fremantle conducts the operations of a local government with the following community vision:

An inclusive community balancing growth, lifestyle and sustainability.

Principal place of business:
135 Canning Highway
East Fremantle WA

**TOWN OF EAST FREMANTLE
CONSOLIDATED FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

*Local Government Act 1995
Local Government (Financial Management) Regulations 1996*

STATEMENT BY CEO

The accompanying consolidated financial report of the Town of East Fremantle has been prepared in compliance with the provisions of the *Local Government Act 1995* from proper accounts and records to present fairly the financial transactions for the reporting period ended 30 June 2025 and the financial position as at 30 June 2025.

At the date of signing this statement the particulars included in the consolidated financial report are not misleading or inaccurate.

Signed on the _____ day of _____ 2025

Chief Executive Officer

Jonathan Throssell

Name of Chief Executive Officer

**TOWN OF EAST FREMANTLE
STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2025**

	NOTE	2025 Actual	2025 Budget	2024 Actual *
		\$	\$	\$
Revenue				
Rates	2(a), 25	9,528,113	9,537,944	9,125,016
Grants, subsidies and contributions	2(a)	1,040,244	1,025,458	1,130,919
Fees and charges	2(a)	1,794,628	1,535,567	1,491,520
Interest revenue	2(a)	397,518	173,265	633,888
Other revenue - General	2(a)	37,830	92,900	148,295
Other revenue - EFCP	31	4,541,921	0	389,690
		17,340,254	12,365,134	12,919,328
Expenses				
Employee costs	2(b)	(5,377,033)	(5,352,443)	(4,971,652)
Materials and contracts		(9,154,659)	(4,071,168)	(5,450,090)
Utility charges		(449,087)	(304,213)	(284,746)
Depreciation	8, 9, 11	(2,535,225)	(2,231,542)	(1,982,238)
Finance costs	2(b)	(304,118)	(267,405)	(176,949)
Insurance		(334,893)	(267,536)	(235,382)
Other expenditure	2(b)	(850,119)	(751,932)	(836,669)
		(19,005,134)	(13,246,239)	(13,937,726)
		(1,664,880)	(881,105)	(1,018,398)
Capital grants, subsidies and contributions	2(a)	1,013,909	1,549,483	16,533,247
Profit on asset disposals		45,412	69,342	61,265
Loss on asset disposals		(11,155)	0	0
Loss on disposal of investment in associate		0	0	(522,047)
Fair value adjustments to financial assets at fair value through profit or loss	4	(3,551)	0	1,681
Share of net profit of associates accounted for using the equity method	23(c)	0	0	11,562
		1,044,615	1,618,825	16,085,708
Net result for the period		(620,265)	737,720	15,067,310
Other comprehensive income for the period				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	17	0	0	0
Share of other comprehensive income of associates accounted for using the equity method	17, 23(b)	0	0	0
Total other comprehensive income for the period	17	0	0	0
Total comprehensive income for the period		(620,265)	737,720	15,067,310

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

* Certain comparatives have been restated. Refer to Note 30 for further details.

**TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2025**

	NOTE	2025 Actual \$	2024 Actual * \$
CURRENT ASSETS			
Cash and cash equivalents	3	5,406,394	2,583,217
Trade and other receivables	5	558,912	990,430
Other financial assets	4	0	2,710,049
Inventories	6	82,442	78,527
Other assets	7	38,113	240,868
TOTAL CURRENT ASSETS		6,085,861	6,603,091
NON-CURRENT ASSETS			
Trade and other receivables	5	179,491	98,356
Other financial assets	4	79,620	83,171
Property, plant and equipment	8	57,039,247	57,504,579
Infrastructure	9	51,358,454	51,243,518
Right-of-use assets	11(a)	210,381	142,490
TOTAL NON-CURRENT ASSETS		108,867,193	109,072,114
TOTAL ASSETS		114,953,054	115,675,205
CURRENT LIABILITIES			
Trade and other payables	12	2,896,859	2,530,362
Other liabilities	13	195,376	340,342
Lease liabilities	11(b)	80,578	45,114
Borrowings	14	295,799	288,452
Employee related provisions	15	823,699	806,705
Other provisions	16	0	80,000
TOTAL CURRENT LIABILITIES		4,292,311	4,090,975
NON-CURRENT LIABILITIES			
Lease liabilities	11(b)	204,476	152,623
Borrowings	14	4,809,576	5,105,375
Employee related provisions	15	134,319	193,595
TOTAL NON-CURRENT LIABILITIES		5,148,371	5,451,593
TOTAL LIABILITIES		9,440,682	9,542,568
NET ASSETS		105,512,372	106,132,637
EQUITY			
Retained surplus		53,063,312	53,590,297
Reserve accounts	28	2,616,769	2,710,049
Revaluation surplus	17	49,832,291	49,832,291
TOTAL EQUITY		105,512,372	106,132,637

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

* Certain comparatives have been restated. Refer to Note 30 for further details.

**TOWN OF EAST FREMANTLE
STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30 JUNE 2025**

	NOTE	RETAINED SURPLUS Actual *	RESERVE ACCOUNTS Actual	REVALUATION SURPLUS Actual	TOTAL EQUITY Actual
		\$	\$	\$	\$
Balance as at 1 July 2023		38,114,936	2,638,933	50,311,458	91,065,327
Comprehensive income for the period					
Net result for the period		15,067,310	0	0	15,067,310
Total comprehensive income for the period		15,067,310	0	0	15,067,310
Divestment of Investment in Associate		479,167	0	(479,167)	0
Transfers from reserve accounts	28	1,468,825	(1,468,825)	0	0
Transfers to reserve accounts	28	(1,539,941)	1,539,941	0	0
Balance as at 30 June 2024		53,590,297	2,710,049	49,832,291	106,132,637
Comprehensive income for the period					
Net result for the period		(620,265)	0	0	(620,265)
Total comprehensive income for the period		(620,265)	0	0	(620,265)
Transfers from reserve accounts	28	461,127	(461,127)	0	0
Transfers to reserve accounts	28	(367,847)	367,847	0	0
Balance as at 30 June 2025		53,063,312	2,616,769	49,832,291	105,512,372

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

* Certain comparatives have been restated. Refer to Note 30 for further details.

**TOWN OF EAST FREMANTLE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2025**

	NOTE	2025 Actual \$	2024 Actual * \$
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts			
Rates		9,492,380	9,123,976
Grants, subsidies and contributions		1,221,583	1,048,366
Fees and charges		2,298,972	2,621,496
Interest revenue		397,518	633,888
Goods and services tax received		947,356	3,144,482
Other revenue (General and EFCP)		4,550,458	507,400
		18,908,267	17,079,608
Payments			
Employee costs		(5,399,730)	(4,847,547)
Materials and contracts		(10,034,875)	(11,378,651)
Utility charges		(449,087)	(284,746)
Finance costs		(305,322)	(139,166)
Insurance paid		(334,893)	(235,383)
Goods and services tax paid		(254,783)	(1,124,537)
Other expenditure		(930,119)	(758,462)
		(17,708,809)	(18,768,492)
Net cash provided by (used in) operating activities		1,199,458	(1,688,884)
CASH FLOWS FROM INVESTING ACTIVITIES			
Payments for purchase of property, plant & equipment	8(a)	(1,224,042)	(17,249,795)
Payments for construction of infrastructure	9(a)	(988,668)	(6,286,571)
Capital grants, subsidies and contributions		675,709	9,765,956
Proceeds for financial assets at amortised cost		2,710,049	(2,710,049)
Proceeds from sale of property, plant & equipment		118,821	82,050
Net cash provided by (used in) investing activities		1,291,869	(16,398,409)
CASH FLOWS FROM FINANCING ACTIVITIES			
Repayment of borrowings	27(a)	(288,452)	(100,591)
Payments for principal portion of lease liabilities	27(c)	(56,112)	(41,067)
EFCP operator agreement funding		676,414	691,165
Proceeds from new borrowings	27(a)	0	5,489,442
Net cash provided by (used in) financing activities		331,850	6,038,949
Net increase (decrease) in cash held		2,823,177	(12,048,344)
Cash at beginning of year		2,583,217	14,631,561
Cash and cash equivalents at the end of the year	3	5,406,394	2,583,217

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

* Certain comparatives have been restated. Refer to Note 30 for further details.

**TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE YEAR ENDED 30 JUNE 2025**

	NOTE	2025 Actual \$	2025 Budget \$	2024 Actual * \$
OPERATING ACTIVITIES				
Revenue from operating activities				
General rates	25	9,528,113	9,537,944	9,125,016
Grants, subsidies and contributions		1,040,244	1,025,458	1,130,919
Fees and charges		1,794,628	1,535,567	1,491,520
Interest revenue	2(a)	397,518	173,265	633,888
Other revenue		4,579,751	92,900	537,985
Profit on asset disposals		45,412	69,342	61,265
Fair value adjustments to financial assets at fair value through profit or loss	4	0	0	1,681
Share of net profit of associates accounted for using the equity method	23(c)	0	0	11,562
		17,385,666	12,434,476	12,993,836
Expenditure from operating activities				
Employee costs		(5,377,033)	(5,352,443)	(4,971,652)
Materials and contracts		(9,154,659)	(4,071,168)	(5,450,090)
Utility charges		(449,087)	(304,213)	(284,746)
Depreciation		(2,535,225)	(2,231,542)	(1,982,238)
Finance costs		(304,118)	(267,405)	(176,949)
Insurance		(334,893)	(267,536)	(235,382)
Other expenditure		(850,119)	(751,932)	(836,669)
Loss on asset disposals		(11,155)	0	0
Loss on disposal of investment in associate		0	0	(522,047)
Fair value adjustments to financial assets at fair value through profit or loss	4	(3,551)	0	0
		(19,019,840)	(13,246,239)	(14,459,773)
Non-cash amounts excluded from operating activities	26(a)	3,049,034	2,162,200	2,991,201
Amount attributable to operating activities		1,414,860	1,350,437	1,525,264
INVESTING ACTIVITIES				
Inflows from investing activities				
Capital grants, subsidies and contributions		1,013,909	1,549,483	16,533,247
Proceeds from disposal of assets		118,821	108,000	82,050
		1,132,730	1,657,483	16,615,297
Outflows from investing activities				
Payments for investments in associates	23(b)	0	0	268,434
Purchase of property, plant and equipment	8(a)	(1,224,042)	(2,413,980)	(17,249,795)
Purchase and construction of infrastructure	9(a)	(988,668)	(1,374,133)	(6,286,571)
Right of use assets received - non cash	11(a)	(149,481)	0	0
		(2,362,191)	(3,788,113)	(23,267,932)
Non-cash amounts excluded from investing activities	26(b)	176,781	0	608,738
Amount attributable to investing activities		(1,052,680)	(2,130,630)	(6,043,897)
FINANCING ACTIVITIES				
Inflows from financing activities				
Proceeds from borrowings	27(a)	0	0	5,489,442
Proceeds from new leases - non cash	27(c)	149,481	0	0
Transfers from reserve accounts	28	461,127	1,166,309	1,468,825
		610,608	1,166,309	6,958,267
Outflows from financing activities				
Repayment of borrowings	27(a)	(288,452)	(150,564)	(100,591)
Payments for principal portion of lease liabilities	27(c)	(56,112)	(52,049)	(41,067)
Repayment of EFCP deficit funding	31	(858,783)	0	(533,963)
Transfers to reserve accounts	28	(367,847)	(374,890)	(1,539,941)
		(1,571,194)	(577,503)	(2,215,562)
Non-cash amounts excluded from financing activities	26(c)	(11,593)	0	(666,461)
Amount attributable to financing activities		(972,179)	588,806	4,076,244
MOVEMENT IN SURPLUS OR DEFICIT				
Surplus or deficit at the start of the financial year	26(d)	309,343	191,387	751,732
Amount attributable to operating activities		1,414,860	1,350,437	1,525,264
Amount attributable to investing activities		(1,052,680)	(2,130,630)	(6,043,897)
Amount attributable to financing activities		(972,179)	588,806	4,076,244
Surplus or deficit after imposition of general rates	26(d)	(300,656)	0	309,343

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

* Certain comparatives have been restated. Refer to Note 30 for further details.

**TOWN OF EAST FREMANTLE
FOR THE YEAR ENDED 30 JUNE 2025
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**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

1. BASIS OF PREPARATION

The consolidated financial report of the Town of East Fremantle which is a Class 3 local government comprises general purpose financial statements which have been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996* prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the *Local Government Act 1995*, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied except for disclosure requirements of:

- AASB 7 *Financial Instruments Disclosures*
- AASB 16 *Leases paragraph 58*
- AASB 101 *Presentation of Financial Statements paragraph 61*
- AASB 107 *Statement of Cash Flows paragraphs 43 and 45*
- AASB 116 *Property, Plant and Equipment paragraph 79*
- AASB 137 *Provisions, Contingent Liabilities and Contingent Assets paragraph 85*
- AASB 140 *Investment Property paragraph 75(f)*
- AASB 1052 *Disaggregated Disclosures paragraph 11*
- AASB 1054 *Australian Additional Disclosures paragraph 16*

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Town to measure any vested improvements at zero cost.

The Local Government (Financial Management) Regulations 1996 provide that:

- * land and buildings classified as property, plant and equipment; or
 - * infrastructure; or
 - * vested improvements that the local government controls;
- and measured at reportable value, are only required to be revalued every five years. Revaluing these non-financial assets every five years is a departure from AASB 116 Property, Plant and Equipment, which would have required the Town to assess at each reporting date whether the carrying amount of the above mentioned non-financial assets materially differs from their fair value and, if so, revalue the class of non-financial assets.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

Critical accounting estimates and judgements

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying amounts of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The local government reporting entity and basis of consolidation

The consolidated financial statements comprise the financial statements of the Town of East Fremantle (the Town) and its controlled entity, the East Fremantle Community Park (EFCP), as at and for the year ended. Together these entities are referred to as the economic entity or consolidated entity. The Town controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity.

In the process of reporting the Town as a single economic entity, all material transactions and balances between the Town's controlled entities are eliminated. Any dissimilar accounting policies applied at the entity level are amended to ensure consistent policies are adopted in these financial statements where the effect is material.

Where control of an entity is obtained during a financial year, results are included in the consolidated operating statement and the consolidated cash flow statement from the date on which control commenced. Where control ceases during a financial year, results are included for that part of the year for which control existed.

All funds through which the Town controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 29 of the financial report.

Initial application of accounting standards

During the current year, the following new or revised Australian Accounting Standards and Interpretations were applied for the first time.

- AASB 2020-1 *Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-current*
- AASB 2022-5 *Amendments to Australian Accounting Standards - Lease Liability in a Sale and Leaseback*
- AASB 2022-6 *Amendments to Australian Accounting Standards - Non-current Liabilities with Covenants*
- AASB 2023-3 *Amendments to Australian Accounting Standards - Disclosure of Non-current Liabilities with Covenants: Tier 2*
- AASB 2024-1 *Amendments to Australian Accounting Standards - Supplier Finance Arrangements: Tier 2 Disclosures*
- AASB 2023-1 *Amendments to Australian Accounting Standards - Supplier Finance Arrangements*

These amendments are not expected to have any material impact on the financial report on initial application.

- AASB 2022-10 *Amendments to Australian Accounting Standards - Fair Value Measurement of Non-Financial Assets of Not-for-Profit Public Sector Entities*

These amendment may result in changes to the fair value of certain non-financial assets on revaluation. The impact has not been quantified as it is not considered practicable to determine the amount of the difference in fair value attributable to the change in the standard.

New accounting standards for application in future years

The following new accounting standards will have application to local government in future years:

- AASB 2014-10 *Amendments to Australian Accounting Standards - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture*
- AASB 2024-4b *Amendments to Australian Accounting Standards - Effective Date of Amendments to AASB 10 and AASB 128 [deferred AASB 10 and AASB 128 amendments in AASB 2014-10 apply]*
- AASB 2022-9 *Amendments to Australian Accounting Standards - Insurance Contracts in the Public Sector*
- AASB 2023-5 *Amendments to Australian Accounting Standards*

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

2. REVENUE AND EXPENSES

(a) Revenue

Contracts with customers

Recognition of revenue is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of revenue recognition
Rates - general rates	General rates	Over time	Payment dates adopted by council during the year	None	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Grants, subsidies or contributions for the construction of non-financial assets	Construction or acquisition of recognisable non-financial assets to be controlled by the local government	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the funding body	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms	Output method based on project milestones and/or completion date matched to performance obligations
Grants, subsidies or contributions with no contractual commitments	General appropriations and contributions with no reciprocal commitment	No obligation	Not applicable	Not applicable	Cash received	On receipt of funds	Not applicable	When assets are controlled
Fees and charges - licences, registrations, approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment of the licence, registration or approval
Fees and charges - pool inspections	Compliance safety check	Single point in time	Equal proportion based on an equal annually fee	None	Set by State legislation	Apportioned equally across the inspection cycle	No refunds	After inspection complete based on a 4 year cycle

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

2. REVENUE AND EXPENSES

(a) Revenue (Continued)

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of revenue recognition
Fees and charges - other inspections	Regulatory food, health and safety	Single point in time	Full payment prior to inspection	None	Set by State legislation or limited by legislation to the cost of provision	Applied fully on timing of inspection	Not applicable	Revenue recognised after inspection event occurs
Fees and charges - waste management collections	Kerbside collection service	Over time	Payment dates adopted by council during the year	None	Adopted by council annually	When taxable event occurs	Not applicable	When rates notice is issued
Fees and charges - property hire	Use of halls and facilities	Single point in time	In full in advance	Refund if event cancelled within 7 days	Adopted by council annually	Based on timing of entry to facility	Returns limited to repayment of transaction	On entry or at conclusion of hire
Fees and charges for other goods and services	Reinstatements and private works	Single point in time	Payment in full in advance	None	Adopted by council annually	Applied fully based on timing of provision	Not applicable	Output method based on provision of service or completion of works
Fees and charges - fines	Fines issued for breaches of local laws	Single point in time	Payment in full within defined time	None	Adopted by council through local law	When taxable event occurs	Not applicable	When fine notice is issued
Fees & Charges Mooring Pen Fees	Leasing Mooring Pen	Single point in time	Payment in full in advance	Contract obligation	Adopted by Council annually	Based on timing of entry to facility	Returns limited to repayment of transaction on cancellation	On entry or at conclusion of hire
Fees & Charges - Property Leases	Leasing of Commercial or Residential Properties	Single point in time	Payment in full in advance	Contract obligation	Adopted by Council annually	Based on timing of entry to facility	Returns limited to repayment of transaction on	On entry or at conclusion of hire
Other revenue - EFCP	Revenue from operation of the East Fremantle Community Park	Single point in time	Payment in full in advance	None	Set by the Operator of EFCP	Upon provision of goods and / or services	Not applicable	Upon provision of goods and / or services
Other revenue - reimbursements	Insurance claims	Single point in time	Payment in arrears for claimable event	None	Set by mutual agreement with the customer	When claim is agreed	Not applicable	When claim is agreed

Consideration from contracts with customers is included in the transaction price.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

2. REVENUE AND EXPENSES

(a) Revenue (Continued)

Revenue recognised during the year under each basis of recognition by nature of goods or services is provided in the table below:

For the year ended 30 June 2025

Nature	Contracts with customers Actual	Capital grant/contributions Actual	Statutory Requirements Actual	Other Actual	Total Actual
	\$	\$	\$	\$	\$
Rates	0	0	9,528,113	0	9,528,113
Grants, subsidies and contributions	1,040,244	0	0	0	1,040,244
Fees and charges	1,059,146	0	735,482	0	1,794,628
Interest revenue	0	0	65,452	332,066	397,518
Other revenue	4,579,751	0	0	0	4,579,751
Capital grants, subsidies and contributions	0	1,013,909	0	0	1,013,909
Total	6,679,141	1,013,909	10,329,047	332,066	18,354,163

For the year ended 30 June 2024

Nature	Contracts with customers Actual	Capital grant/contributions Actual	Statutory Requirements Actual	Other Actual	Total Actual
	\$	\$	\$	\$	\$
Rates	0	0	9,125,016	0	9,125,016
Grants, subsidies and contributions	1,130,919	0	0	0	1,130,919
Fees and charges	894,245	0	597,275	0	1,491,520
Interest revenue	0	0	66,775	567,113	633,888
Other revenue	537,985	0	0	0	537,985
Capital grants, subsidies and contributions	0	16,533,247	0	0	16,533,247
Total	2,563,149	16,533,247	9,789,066	567,113	29,452,575

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

2. REVENUE AND EXPENSES

(a) Revenue (Continued)

	2025 Actual	2024 Actual
	\$	\$
Interest revenue		
Interest on reserve account funds	0	530,932
Trade and other receivables overdue interest	68,721	71,458
Other interest revenue	328,797	31,499
	397,518	633,888

The 2025 original budget estimate in relation to Trade and other receivables overdue interest was \$75,706

Fees and charges relating to rates receivable

Charges on instalment plans	40,042	38,906
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The 2025 original budget estimate in relation to: Charges on instalment plans was \$42,639.

(b) Expenses

Auditors remuneration

- Audit of the Annual Financial Report	84,578	65,000
- Other audit services – grant acquittals	5,320	5,950
	89,898	70,950

Employee Costs

Employee benefit costs	5,377,033	4,971,652
	5,377,033	4,971,652

Finance costs

Interest and financial charges paid/payable for financial liabilities not at fair value through profit or loss	297,129	170,210
Interest and financial charges paid/payable for lease liabilities	6,989	6,739
	304,118	176,949

Other expenditure

Sundry expenses	746,400	824,410
Other Expenditure - EFCP	103,719	12,259
	850,119	836,669

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

3. CASH AND CASH EQUIVALENTS

	2025	2024
Note	Actual	Actual
	\$	\$
Cash at bank and on hand	2,774,625	2,568,217
Term deposits	2,616,769	0
Cash on hand - EFCP	15,000	15,000
Total cash and cash equivalents	5,406,394	2,583,217
Held as		
- Unrestricted cash and cash equivalents	2,608,286	2,245,017
- Restricted cash and cash equivalents	18. 2,798,108	338,200
	5,406,394	2,583,217

MATERIAL ACCOUNTING POLICIES

Cash and cash equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

Term deposits are presented as cash equivalents if they have a maturity of three months or less from the date of acquisition and are repayable with 24 hours notice with no loss of interest.

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

Restricted financial assets

Restricted financial asset balances are not available for general use by the local government due to externally imposed restrictions. Restrictions are specified in an agreement, contract or legislation. This applies to reserve accounts, unspent grants, subsidies and contributions and unspent loans that have not been fully expended in the manner specified by the contributor, legislation or loan agreement.

4. OTHER FINANCIAL ASSETS

	2025	2024
	Actual	Actual
	\$	\$
Current assets		
Financial assets at amortised cost	0	2,710,049
	0	2,710,049
Other financial assets at amortised cost		
Term deposits	0	2,710,049
	0	2,710,049
Held as		
- Restricted other financial assets at amortised cost	0	2,710,049
	0	2,710,049
Non-current assets		
Financial assets at fair value through profit or loss	79,620	83,171
	79,620	83,171
Financial assets at fair value through profit or loss		
Units in Local Government House Trust - opening balance	83,171	81,490
Movement attributable to fair value increment / (decrement)	(3,551)	1,681
Units in Local Government House Trust - closing balance	79,620	83,171

MATERIAL ACCOUNTING POLICIES

Other financial assets at amortised cost

The Town classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Fair values of financial assets at amortised cost are not materially different to their carrying amounts, since the interest receivable on those assets is either close to current market rates or the assets are of a short term nature. Non-current financial assets at amortised cost fair values are based on discounted cash flows using a current market rates. They are classified as level 2 fair values in the fair value hierarchy.

Interest received is presented under cashflows from operating activities in the Statement of Cash Flows where it is earned from financial assets that are held for cash management purposes.

Financial assets at fair value through profit or loss

The Town has elected to classify the following financial assets at fair value through profit or loss:

- debt investments which do not qualify for measurement at either amortised cost or fair value through other comprehensive income.
- equity investments which the Town has elected to recognise as fair value gains and losses through profit or loss.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

5. TRADE AND OTHER RECEIVABLES

	2025 Actual	2024 Actual
	\$	\$
Current		
Rates and statutory receivables	83,659	70,387
Trade receivables	357,724	702,180
Other receivables	0	33,672
GST receivable	57,390	180,767
Allowance for credit losses of rates and statutory receivables	(54,237)	(46,439)
Loan receivables - East Fremantle Lawn Tennis Club (EFLTC)	3,000	3,000
Other receivables - East Fremantle Junior Football Club (EFJFC)	3,723	4,545
Other receivables - Leftbank Holdings	36,042	0
Trade and other receivables - EFCP	71,611	42,318
	558,912	990,430
Non-current		
Rates and statutory receivables	95,400	85,633
Loan receivables - East Fremantle Lawn Tennis Club (EFLTC)	6,000	9,000
Other receivables - East Fremantle Junior Football Club (EFJFC)	0	3,723
Other receivables - Leftbank Holdings	78,091	0
	179,491	98,356

Disclosure of opening and closing balances related to contracts with customers

Information about receivables from contracts with customers along with financial assets and associated liabilities arising from transfers to enable the acquisition or construction of recognisable non financial assets is:

	30 June 2025 Actual	30 June 2024 Actual	1 July 2023 Actual
	\$	\$	\$
Contract assets	0	0	6,829
Total trade and other receivables from contracts with customers	0	0	6,829

MATERIAL ACCOUNTING POLICIES

Rates and statutory receivables

Rates and statutory receivables are non-contractual receivables arising from statutory requirements and include amounts due from ratepayers for unpaid rates and service charges and other statutory charges or fines.

Rates and statutory receivables are recognised when the taxable event has occurred and can be measured reliably.

Trade receivables

Trade receivables are amounts receivable from contractual arrangements with customers for goods sold, services performed or grants or contributions with sufficiently specific performance obligations as part of the ordinary course of business.

Other receivables

Other receivables are amounts receivable from contractual arrangements with third parties other than contracts with customers including grants for the construction of recognisable non financial assets.

Measurement

Trade and other receivables are recognised initially at the amount of the transaction price, unless they contain a significant financing component, and are to be recognised at fair value.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Town measures them subsequently at amortised cost using the effective interest rate method.

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

6. INVENTORIES

	Note	2025	2024
Current		\$	\$
Stock on Hand - EFCP		82,442	78,527
		82,442	78,527
The following movements in inventories occurred during the year:			
Balance at beginning of year		78,527	0
Additions to inventory		3,915	78,527
Balance at end of year		82,442	78,527

SIGNIFICANT ACCOUNTING POLICIES

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

7. OTHER ASSETS

	2025 Actual	2024 Actual
	\$	\$
Other assets - current		
Prepayments	21,799	118,879
Accrued income	11,637	112,381
Accrued income - EFCP	4,677	9,608
	38,113	240,868

MATERIAL ACCOUNTING POLICIES

Other current assets

Other non-financial assets include prepayments which represent payments in advance of receipt of goods or services or that part of expenditure made in one accounting period covering a term extending beyond that period.

Contract assets

Contract assets primarily relate to the Town's right to consideration for work completed but not billed at the end of the period.

Where applicable, impairment of assets associated with contracts with customers are detailed at Note 2(b).

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

8. PROPERTY, PLANT AND EQUIPMENT

(a) Movements in Balances

Movement in the balances of each class of property, plant and equipment between the beginning and the end of the current financial year.

	Land	Buildings - non-specialised level 3	Buildings - specialised level 3	Total land and buildings	Furniture and equipment	Plant and equipment	Plant and equipment - EFCP	Buildings - work in progress	Total property, plant and equipment
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
	\$	\$	\$		\$	\$	\$	\$	\$
Balance at 1 July 2023	4,324,000	691,440	22,371,100	27,386,540	166,310	732,604	0	13,136,689	41,422,143
Additions	0	0	15,567,493	15,567,493	304,877	181,275	877,172	318,978	17,249,795
Disposals	0	0	0	0	0	(20,783)	0	0	(20,783)
Depreciation	0	(47,377)	(862,586)	(909,963)	(59,219)	(140,392)	(37,002)	0	(1,146,576)
Transfers	0	0	13,014,287	13,014,287	0	0	0	(13,014,287)	0
Balance at 30 June 2024	4,324,000	644,063	50,090,294	55,058,357	411,968	752,704	840,170	441,380	57,504,579
Comprises:									
Gross balance amount at 30 June 2024	4,324,000	2,243,000	69,379,679	75,946,679	657,469	1,532,539	877,172	441,380	79,455,239
Accumulated depreciation at 30 June 2024	0	(1,598,937)	(19,289,385)	(20,888,322)	(245,501)	(779,835)	(37,002)	0	(21,950,660)
Balance at 30 June 2024	4,324,000	644,063	50,090,294	55,058,357	411,968	752,704	840,170	441,380	57,504,579
Additions	0	23,146	946,244	969,390	50,998	176,354	27,300	0	1,224,042
Disposals	0	0	0	0	(11,155)	(73,410)	0	0	(84,565)
Depreciation	0	(47,684)	(1,164,239)	(1,211,923)	(69,011)	(112,763)	(192,712)	0	(1,586,409)
Reclassification to Operating Expenditure	0	0	0	0	0	0	0	(18,400)	(18,400)
Transfers	0	0	422,980	422,980	0	0	0	(422,980)	0
Balance at 30 June 2025	4,324,000	619,525	50,295,279	55,238,804	382,800	742,885	674,758	0	57,039,247
Comprises:									
Gross balance amount at 30 June 2025	4,324,000	2,266,145	70,748,902	77,339,047	572,922	1,529,205	904,472	0	80,345,646
Accumulated depreciation at 30 June 2025	0	(1,646,620)	(20,453,623)	(22,100,243)	(190,122)	(786,320)	(229,714)	0	(23,306,399)
Balance at 30 June 2025	4,324,000	619,525	50,295,279	55,238,804	382,800	742,885	674,758	0	57,039,247

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

8. PROPERTY, PLANT AND EQUIPMENT (Continued)

(b) Carrying Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value					
Land and buildings					
Land	Level 2	Market approach using recent observable market data for similar properties/income approach using discount cash flow methodology.	Independent registered valuers	June 2023	An analysed price per square metre rate for a property derived from comparable market transactions.
Land	Level 3	Adjusted market approach using recent observable market data for similar urban fringe properties that are not cleared or developed/income approach using discount cash flow methodology.	Independent registered valuers	June 2023	A financial forecast (such as a cash flow) developed using the entity's own data if there is no reasonably available information that indicates that market participants would use different assumptions.
Buildings - non-specialised level 2	Level 2	Market approach using recent observable market data for similar properties/income approach using discount cash flow methodology.	Independent registered valuers	June 2023	An analysed price per square metre rate for a property derived from comparable market transactions.
Buildings - non-specialised level 3	Level 3	Adjusted market approach using recent observable market data for similar urban fringe properties that are not cleared or developed/income approach using discount cash flow methodology.	Independent registered valuers	June 2023	A financial forecast (such as a cash flow) developed using the entity's own data if there is no reasonably available information that indicates that market participants would use different assumptions.
Buildings - specialised level 3	Level 3	Adjusted market approach using recent observable market data for similar urban fringe properties that are not cleared or developed/income approach using discount cash flow methodology.	Independent registered valuers	June 2023	A financial forecast (such as a cash flow) developed using the entity's own data if there is no reasonably available information that indicates that market participants would use different assumptions.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

8. PROPERTY, PLANT AND EQUIPMENT (Continued)

(b) Carrying Value Measurements (continued)

(i) Fair Value (continued)

Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.

During the period there were no changes in the valuation techniques used by the local government to determine the fair value of property, plant and equipment using either level 2 or level 3 inputs.

(ii) Cost

Furniture and equipment	Cost	Cost	Purchase cost
Plant and equipment	Cost	Cost	Purchase cost

Following a change to *Local Government (Financial Management) Regulation 17A*, plant and equipment type assets (being plant and equipment and furniture and equipment) are to be measured under the cost model, rather than at fair value. This change was effective from 1 July 2019 and represented a change in accounting policy. Revaluations carried out previously were not reversed as it was deemed fair value approximated cost at the date of change.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

9. INFRASTRUCTURE

(a) Movements in Balances

Movement in the balances of each class of infrastructure between the beginning and the end of the current financial year.

	Infrastructure - Roads Actual	Infrastructure - Drainage Actual	Infrastructure - Parks and Ovals Actual	Infrastructure - Footpaths and Cycleways Actual	Infrastructure - Car Parks Actual	Infrastructure - Bus Shelters Actual	Other Infrastructure - Work In Progress Actual	Total Infrastructure Actual
Balance at 1 July 2023	\$ 26,029,409	\$ 5,095,050	\$ 4,930,362	\$ 6,731,307	\$ 2,646,646	\$ 238,284	\$ 59,041	\$ 45,730,099
Additions	87,380	17,562	5,762,002	397,013	22,160	0	454	6,286,571
Depreciation	(377,397)	(65,444)	(174,994)	(112,080)	(33,591)	(9,646)	0	(773,152)
Transfers	0	0	59,041	0	0	0	(59,041)	0
Balance at 30 June 2024	25,739,392	5,047,168	10,576,411	7,016,240	2,635,215	228,638	454	51,243,518
Comprises:								
Gross balance at 30 June 2024	26,759,328	5,223,946	11,105,676	7,307,711	2,726,758	255,197	454	53,379,070
Accumulated depreciation at 30 June 2024	(1,019,936)	(176,778)	(529,265)	(291,471)	(91,543)	(26,559)	0	(2,135,552)
Balance at 30 June 2024	25,739,392	5,047,168	10,576,411	7,016,240	2,635,215	228,638	454	51,243,518
Additions	494,453	42,948	250,044	201,223	0	0	0	988,668
Depreciation	(385,423)	(65,918)	(260,340)	(117,990)	(33,960)	(9,647)	0	(873,278)
Reclassification to Operating Expenditure	0	0	0	0	0	0	(454)	(454)
Transfers	0	0	912	(912)	0	0	0	0
Balance at 30 June 2025	25,848,422	5,024,198	10,567,027	7,098,561	2,601,255	218,991	0	51,358,454
Comprises:								
Gross balance at 30 June 2025	27,253,781	5,266,893	11,355,720	7,508,934	2,726,758	255,197	0	54,367,283
Accumulated depreciation at 30 June 2025	(1,405,359)	(242,695)	(788,693)	(410,373)	(125,503)	(36,206)	0	(3,008,829)
Balance at 30 June 2025	25,848,422	5,024,198	10,567,027	7,098,561	2,601,255	218,991	0	51,358,454

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

9. INFRASTRUCTURE (Continued)

(b) Carrying Value Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value					
Infrastructure - Roads	Level 3	Cost approach using depreciated replacement cost.	Management Valuation	June 2023	Construction cost and current condition, residual value and remaining useful life assessments, ABS Producer Price Index (Index number 3101 Roads and bridge construction Western Australia)
Infrastructure - Drainage	Level 3	Cost approach using depreciated replacement cost.	Management Valuation	June 2023	Construction cost and current condition, residual value and remaining useful life assessments, ABS Producer Price Index (Index number 3101 Roads and bridge construction Western Australia)
Infrastructure - Parks and Ovals	Level 3	Cost approach using depreciated replacement cost.	Management Valuation	June 2023	Construction cost and current condition, residual value and remaining useful life assessments, ABS Producer Price Index (Index number 3101 Roads and bridge construction Western Australia)
Infrastructure - Footpaths and Cycleways	Level 3	Cost approach using depreciated replacement cost.	Management Valuation	June 2023	Construction cost and current condition, residual value and remaining useful life assessments, ABS Producer Price Index (Index number 3101 Roads and bridge construction Western Australia)
Infrastructure - Car Parks	Level 3	Cost approach using depreciated replacement cost.	Management Valuation	June 2023	Construction cost and current condition, residual value and remaining useful life assessments, ABS Producer Price Index (Index number 3101 Roads and bridge construction Western Australia)
Infrastructure - Bus Shelters	Level 3	Cost approach using depreciated replacement cost.	Management Valuation	June 2023	Construction cost and current condition, residual value and remaining useful life assessments, ABS Producer Price Index (Index number 3101 Roads and bridge construction Western Australia)

Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.

The Town of East Fremantle is required to undertake a revaluation of their assets in accordance with the requirements of the *Local Government (Financial Management) Regulations 1996*. During the period there were no changes in the valuation techniques used to determine the fair value of infrastructure using level 3 inputs.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

10. FIXED ASSETS

Depreciation rates

Typical estimated useful lives for the different asset classes for the current and prior years are included in the table below:

Asset Class	Useful life
Land	Not depreciated
Buildings	20 to 75 years
Furniture and equipment	3 to 19 years
Plant and equipment	2 to 20 years
Plant and equipment - Motor Vehicles - Light Fleet	2 to 10 years
Plant and equipment - Motor Vehicles - Heavy Fleet	5 to 10 years
Sealed roads, streets and carparks formation (subgrade)	Not depreciated
Sealed pavement (roads/carparks)	85 to 100 years
Surface (roads/carparks)	30 to 40 years
Surface water channels (roads/carparks)	55 to 60 years
Footpaths	40 to 80 years
Bus Shelter	25 to 30 years
Drainage - Pit	80 years
Drainage - Pipe	80 years
Right-of-use	Based on lease term
Parks and Ovals - minor structure polygon	10 to 70 years
Parks and Ovals - playground polygon	27 years
Parks and Ovals - amenities	18 to 25 years
Parks and Ovals - bin	15 to 20 years
Parks and Ovals - lighting	20 years
Parks and Ovals - playground point	15 to 25 years
Parks and Ovals - playground lines	40 to 70 years
Parks and Ovals - sign	15 to 40 years
Parks and Ovals - fence	25 to 70 years
Parks and Ovals - gate	15 to 40 years
Parks and Ovals - irrigation	30 to 35 years
Parks and Ovals - minor structure	20 to 25 years
Parks and Ovals - other improvements	20 to 25 years
Parks and Ovals - turf	Not depreciated

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

10. FIXED ASSETS (Continued)

MATERIAL ACCOUNTING POLICIES

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

Upon initial recognition, cost is determined as the amount paid (or other consideration given) to acquire the assets, plus costs incidental to the acquisition. The cost of non-current assets constructed by the Town includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Local Government (Financial Management) Regulation 17A(5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Town's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses.

Reportable Value

In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value for the purposes of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

Revaluation

Land and buildings classified as property, plant and equipment, infrastructure or vested improvements that the local government controls and measured at reportable value, are only required to be revalued every five years in accordance with the regulatory framework. This includes buildings and infrastructure items which were

Revaluation (cont.)

pre-existing improvements (i.e. vested improvements) on land vested in the Town.

Whilst the regulatory framework only requires a revaluation to occur at every five years, it also provides for the Town to revalue earlier if it chooses to do so.

For land, buildings and infrastructure, increases in the carrying amount arising on revaluation of asset classes are credited to a revaluation surplus in equity.

Decreases that offset previous increases of the same class of asset are recognised against revaluation surplus directly in equity. All other decreases are recognised in profit or loss.

Subsequent increases are then recognised in profit or loss to the extent they reverse a net revaluation decrease previously recognised in profit or loss for the same class of asset.

Depreciation

The depreciable amount of all property, plant and equipment and infrastructure, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

Depreciation on revaluation

When an item of property, plant and equipment and infrastructure is revalued, any accumulated depreciation at the date of the revaluation is treated in one of the following ways:

- (i) The gross carrying amount is adjusted in a manner that is consistent with the revaluation of the carrying amount of the asset.
- (ii) Eliminated against the gross carrying amount of the asset and the net amount restated to the revalued amount of the asset.

Impairment

In accordance with *Local Government (Financial Management) Regulations 17A(4C)*, the Town is not required to comply with *AASB136 Impairment of Assets* to determine the recoverable amount of its non-financial assets that are land or buildings classified as property, plant and equipment, infrastructure or vested improvements that the local government controls in circumstances where there has been an impairment indication of a general decrease in asset values.

In other circumstances where it has been assessed that one or more these non-financial assets are impaired, the asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains or losses on disposal

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

11. LEASES

(a) Right-of-Use Assets

	Right-of-use assets - Land - Property, Plant and Equipment	Right-of-use assets Total
Note	Actual	Actual
	\$	\$
Movement in the balance of each class of right-of-use asset between the beginning and the end of the current financial year.		
Balance at 1 July 2023	208,607	208,607
Adjustment	(3,610)	(3,610)
Depreciation	(62,507)	(62,507)
Balance at 30 June 2024	142,490	142,490
Gross balance amount at 30 June 2024	381,849	381,849
Accumulated depreciation at 30 June 2024	(239,359)	(239,359)
Balance at 30 June 2024	142,490	142,490
Balance at 1 July 2024	142,490	142,490
Additions	149,481	149,481
Adjustment	(6,052)	(6,052)
Depreciation	(75,538)	(75,538)
Balance at 30 June 2025	210,381	210,381
Gross balance amount at 30 June 2025	525,278	525,278
Accumulated depreciation at 30 June 2025	(314,897)	(314,897)
Balance at 30 June 2025	210,381	210,381

The following amounts were recognised in the statement of comprehensive income during the period in respect of leases where the entity is the lessee:

	2025 Actual	2024 Actual
	\$	\$
Depreciation on right-of-use assets	(75,538)	(62,507)
Finance charge on lease liabilities	(6,989)	(6,739)
Total amount recognised in the statement of comprehensive income	(82,527)	(69,246)
Total cash outflow from leases	(63,101)	(47,806)
(b) Lease Liabilities		
Current	80,578	45,114
Non-current	204,476	152,623
	285,054	197,737

Secured liabilities and assets pledged as security

Lease liabilities are effectively secured, as the rights to the leased assets recognised in the financial statements revert to the lessor in the event of default.

MATERIAL ACCOUNTING POLICIES

Leases

At inception of a contract, the Town assesses if the contract contains or is a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

At the commencement date, a right-of-use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Town uses its incremental borrowing rate.

All contracts that are classified as short-term leases (i.e. a lease with a term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

Details of individual lease liabilities required by regulations are provided at Note 27(c).

Right-of-use assets - measurement

Right-of-use assets are measured at cost. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost (i.e. not recognised in the Statement of Financial Position). The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which are reported at fair value.

Refer to Note 10 under revaluation for details on the significant accounting policies applying to vested improvements.

Right-of-use assets - depreciation

Right-of-use assets are depreciated over the lease term or useful life of the underlying asset, whichever is the shorter. Where a lease transfers ownership of the underlying asset, or the cost of the right-of-use asset reflects that the Town anticipates to exercise a purchase option, the specific asset is depreciated over the useful life of the underlying asset.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

11. LEASES (Continued)

(c) Lessor - Property, Plant and Equipment Subject to Lease

The table below represents a maturity analysis of the undiscounted lease payments to be received after the reporting date.

Less than 1 year
1 to 2 years
2 to 3 years
3 to 4 years
4 to 5 years
> 5 years

	2025 Actual	2024 Actual
	\$	\$
	320,992	307,139
	181,946	192,242
	162,313	177,362
	142,558	159,016
	122,803	138,486
	688,437	830,147
	1,619,049	1,804,392
Amounts recognised in profit or loss for Property, Plant and Equipment Subject to Lease		
Rental income	579,929	436,971

The Town leases buildings and other community facilities to commercial organisations, members of the public and to community groups under lease agreement. These leases are classified as operating leases as they do not transfer substantially all of the risks and rewards incidental to the ownership of the assets. Lease payments for some agreements include CPI increases, but there are no other variable lease payments that depend on an index or rate.

MATERIAL ACCOUNTING POLICIES

The Town as Lessor

Upon entering into each contract as a lessor, the Town assesses if the lease is a finance or operating lease.

The contract is classified as a finance lease when the terms of the lease transfer substantially all the risks and rewards of ownership to the lessee. All other leases not within this definition are classified as operating leases. Rental income received from operating leases is recognised on a straight-line basis over the term of the specific lease.

Initial direct costs incurred in entering into an operating lease (e.g. legal cost, cost to setup) are included in the carrying amount of the leased asset and recognised as an expense on a straight-line basis over the lease term.

When a contract is determined to include lease and non-lease components, the Town applies AASB 15 to allocate the consideration under the contract to each component.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

12. TRADE AND OTHER PAYABLES

Current

	2025 Actual \$	2024 Actual \$
Sundry creditors	429,792	725,208
Prepaid rates	65,054	77,748
Accrued payroll liabilities	78,558	58,973
ATO liabilities	93,696	155,814
Bonds and deposits held	663,641	621,711
Accrued interest on borrowings	36,579	37,783
Trade and Other Payables - EFCP	1,529,539	853,125
	2,896,859	2,530,362

MATERIAL ACCOUNTING POLICIES

Financial liabilities

Financial liabilities are initially recognised at fair value when the Town becomes a party to the contractual provisions of the instrument.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and any consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

Statutory liabilities

Statutory liabilities, are amounts owed to regulatory authorities due to statutory obligations such as FBT and PAYG. GST payable is offset against GST receivable and any net GST payable is included as a statutory liability.

Trade and other payables

Trade and other payables represent liabilities for goods and services provided to the Town prior to the end of the financial year that are unpaid and arise when the Town becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are usually paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.

Prepaid rates

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Town recognises income for the prepaid rates that have not been refunded.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

13. OTHER LIABILITIES

	2025 Actual	2024 Actual
	\$	\$
Current		
Contract liabilities	181,339	0
Capital grant/contributions liabilities	0	338,200
Income in advance	14,037	2,142
	195,376	340,342
Reconciliation of changes in contract liabilities		
Opening balance	0	82,553
Additions	181,339	0
Revenue from contracts with customers included as a contract liability at the start of the period	0	(82,553)
	181,339	0
<p>The aggregate amount of the performance obligations unsatisfied (or partially unsatisfied) in relation to these contract liabilities was \$181,339. (2024: Nil)</p> <p>The Town expects to satisfy the performance obligations, from contracts with customers unsatisfied at the end of the reporting period, within the next 12 months.</p>		
Reconciliation of changes in capital grant/contribution liabilities		
Opening balance	338,200	6,555,491
Additions	0	338,200
Revenue from capital grant/contributions held as a liability at the start of the period	(338,200)	(6,555,491)
	0	338,200
Expected satisfaction of capital grant/contribution liabilities		
Less than 1 year	0	338,200
	0	338,200

Performance obligations in relation to capital grant/contribution liabilities are satisfied as project milestones are met or completion of construction or acquisition of the asset.

MATERIAL ACCOUNTING POLICIES

Contract liabilities

Contract liabilities represent the Town's obligation to transfer goods or services to a customer for which the Town has received consideration from the customer.

Contract liabilities represent obligations which are not yet satisfied. Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

Capital grant/contribution liabilities

Capital grant/contribution liabilities represent the Town's obligations to construct recognisable non-financial assets to identified specifications to be controlled by the Town which are yet to be satisfied. Capital grant/contribution liabilities are recognised as income when the obligations in the contract are satisfied.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

14. BORROWINGS

	Note	2025			2024		
		Current Actual	Non-current Actual	Total Actual	Current Actual	Non-current Actual	Total Actual
Secured		\$	\$	\$	\$	\$	\$
Debentures		157,911	4,418,891	4,576,802	150,564	4,576,802	4,727,366
EFCP Equipment Loan		137,888	390,685	528,573	137,888	528,573	666,461
Total secured borrowings	27(a)	295,799	4,809,576	5,105,375	288,452	5,105,375	5,393,827

Secured liabilities and assets pledged as security

Debentures, bank overdrafts and bank loans are secured by a floating charge over the assets of the Town of East Fremantle.

The Town of East Fremantle has complied with the financial covenants of its borrowing facilities during the 2025 and 2024 years.

MATERIAL ACCOUNTING POLICIES

Borrowing costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Borrowings fair values are based on discounted cash flows using a current borrowing rate. They are classified as level 3 fair values in the fair value hierarchy (see Note 24(i)) due to the unobservable inputs, including own credit risk.

Risk

Details of individual borrowings required by regulations are provided at Note 27(a).

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

15. EMPLOYEE RELATED PROVISIONS

Employee Related Provisions

Current provisions

Employee benefit provisions

Annual leave

Long service leave

Provision for rostered days off

Provision for time in lieu

Total current employee related provisions

Non-current provisions

Employee benefit provisions

Long service leave

Total non-current employee related provisions

Total employee related provisions

	2025 Actual	2024 Actual
	\$	\$
	469,209	482,336
	304,019	284,572
	36,098	34,279
	14,373	5,518
	823,699	806,705
	134,319	193,595
	134,319	193,595
	958,018	1,000,300

Provision is made for benefits accruing to employees in respect of wages and salaries, annual leave and long service leave and associated on costs for services rendered up to the reporting date and recorded as an expense during the period the services are delivered.

MATERIAL ACCOUNTING POLICIES

Employee benefits

The Town's obligations for employees' annual leave, long service leave and other employee leave entitlements are recognised as employee related provisions in the Statement of Financial Position.

Short-term employee benefits

Provision is made for the Town's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Town's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the statement of financial position.

Other long-term employee benefits

Long-term employee benefits provisions are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Town's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Town does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

16. OTHER PROVISIONS

	Equity Contribution - Investment in Associate	Settlement Agreement - Investment in Associate	Total
	\$	\$	\$
Opening balance at 1 July 2023	268,434	0	268,434
Additional provision	0	80,000	80,000
Unused amounts reversed	(268,434)	0	(268,434)
Balance at 30 June 2024	0	80,000	80,000
Opening balance at 1 July 2024	0	80,000	80,000
Amounts used	0	(80,000)	(80,000)
Balance at 30 June 2025	0	0	0

MATERIAL ACCOUNTING POLICIES

Provisions

Provisions are recognised when the Town has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

17. REVALUATION SURPLUS

	2025 Opening Balance Actual	2025 Reclassification Adjustment	2025 Movement on Revaluation Actual	2025 Closing Balance Actual	2024 Opening Balance Actual	2024 Reclassification Adjustment	2024 Movement on Revaluation Actual	2024 Closing Balance Actual
	\$	\$	\$	\$	\$		\$	\$
Revaluation surplus - Land - freehold land	5,234,000	0	0	5,234,000	5,234,000	0	0	5,234,000
Revaluation surplus - Buildings - non-specialised level 2	17,223	0	0	17,223	17,223	0	0	17,223
Revaluation surplus - Buildings - non-specialised level 3	805,806	0	0	805,806	805,806	0	0	805,806
Revaluation surplus - Buildings - specialised level 3	13,974,761	0	0	13,974,761	13,974,761	0	0	13,974,761
Revaluation surplus - Plant and equipment	469,638	0	0	469,638	469,638	0	0	469,638
Revaluation surplus - Infrastructure - Roads	18,869,905	0	0	18,869,905	18,869,905	0	0	18,869,905
Revaluation surplus - Infrastructure - Drainage	3,616,247	0	0	3,616,247	4,034,587	(418,340)	0	3,616,247
Revaluation surplus - Infrastructure - Parks and Ovals	2,452,427	0	0	2,452,427	2,452,427	0	0	2,452,427
Revaluation surplus - Infrastructure - Footpaths and Cycleways	3,232,157	0	0	3,232,157	3,232,157	0	0	3,232,157
Revaluation surplus - Infrastructure - Car Parks	1,008,342	0	0	1,008,342	590,002	418,340	0	1,008,342
Revaluation surplus - Infrastructure - Bus Shelters	151,785	0	0	151,785	151,785	0	0	151,785
	49,832,291	0	0	49,832,291	49,832,291	0	0	49,832,291
Revaluation surplus - Share from investments in associates	0	0	0	0	479,167	0	(479,167)	0
	49,832,291	0	0	49,832,291	50,311,458	0	(479,167)	49,832,291

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

18. RESTRICTIONS OVER FINANCIAL ASSETS

	Note	2025 Actual \$	2024 Actual \$
The following classes of financial assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:			
- Cash and cash equivalents	3	2,798,108	338,200
- Financial assets at amortised cost	4	0	2,710,049
		2,798,108	3,048,249
The restricted financial assets are a result of the following specific purposes to which the assets may be used:			
Restricted reserve accounts	28	2,616,769	2,710,049
Contract liabilities	13	181,339	0
Capital grant liabilities	13	0	338,200
Total restricted financial assets		2,798,108	3,048,249

19. UNDRAWN BORROWING FACILITIES AND CREDIT STANDBY ARRANGEMENTS

Bank overdraft limit		1,000,000	1,000,000
Bank overdraft at balance date		0	0
Credit card limit		20,000	20,000
Credit card balance at balance date		(285)	(50)
Total amount of credit unused		1,019,715	1,019,950
Loan facilities			
Loan facilities - current		295,799	288,452
Loan facilities - non-current		4,809,576	5,105,375
Total facilities in use at balance date		5,105,375	5,393,827
Unused loan facilities at balance date		0	0

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

20. CONTINGENT LIABILITIES

Bank Guarantee

The Town has provided a bank guarantee in favour of the Parks and Wildlife Services for the amount of \$41,676. The bank guarantee has been issued in accordance with the requirements of the Riverbed lease for the boat pens in the Swan River, East Fremantle.

21. CAPITAL COMMITMENTS

	2025 Actual	2024 Actual
	\$	\$
Contracted for:		
- contract liabilities for capital works	0	743,829
- plant & equipment purchases	0	107,676
	0	851,505
Payable:		
- not later than one year	0	851,505

There are no capital expenditure projects outstanding at the end of the current reporting.

The prior year related to:

- Fremantle Women's Soccer Club	727,006
- Other Capital Projects	16,823
- Plant & Equipment Purchases	107,676
	851,505

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

22. RELATED PARTY TRANSACTIONS

(a) Elected Member Remuneration

Fees, expenses and allowances to be paid or reimbursed to elected council members.

Note	2025 Actual	2025 Budget	2024 Actual
	\$	\$	\$
Mayor's annual allowance	39,988	39,988	38,450
Mayor's meeting attendance fees	27,425	27,425	26,370
Mayor's ICT expenses	3,500	3,500	3,500
	70,913	70,913	68,320
Deputy Mayor's annual allowance	9,997	9,997	9,612
Deputy Mayor's meeting attendance fees	17,711	17,711	17,030
Deputy Mayor's ICT expenses	3,500	3,500	3,500
	31,208	31,208	30,142
All other council member's meeting attendance fees	123,977	123,977	113,945
All other council member's ICT expenses	24,500	24,500	23,418
	148,477	148,477	137,363
22(b)	250,598	250,598	235,825

Fees, expenses and allowances to be paid or reimbursed to elected council members.

Note	2025 Actual	2025 Budget	2024 Actual
	\$	\$	\$
Mayor's annual allowance	39,988	39,988	38,450
Deputy Mayor's annual allowance	9,997	9,997	9,612
Meeting attendance fees	169,113	169,113	157,345
Annual allowance for ICT expenses	31,500	31,500	30,418
21(b)	250,598	250,598	235,825

(b) Key Management Personnel (KMP) Compensation

The total of compensation paid to KMP of the Town during the year are as follows:

Note	2025 Actual	2024 Actual
	\$	\$
Short-term employee benefits	815,567	674,144
Post-employment benefits	108,787	82,707
Employee - other long-term benefits	93,031	75,490
Employee - termination benefits	36,501	0
Council member costs	250,598	235,825
22(a)	1,304,484	1,068,166

Short-term employee benefits

These amounts include all salary and fringe benefits awarded to KMP except for details in respect to fees and benefits paid to council members which may be separately found in the table above.

Post-employment benefits

These amounts are the current-year's cost of the Town's superannuation contributions made during the year.

Other long-term benefits

These amounts represent annual leave and long service leave entitlements accruing during the year.

Termination benefits

These amounts represent termination benefits paid to KMP (Note: may or may not be applicable in any given year).

Council member costs

These amounts represent payments of member fees, expenses, allowances and reimbursements during the year.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

22. RELATED PARTY TRANSACTIONS (continued)

Transactions with related parties

Transactions between related parties and the Town are on normal commercial terms and conditions, no more favourable than those available to other parties, unless otherwise stated.

In addition to KMP compensation above the following transactions occurred with related parties:

	2025 Actual	2024 Actual
	\$	\$
Purchase of goods and services	0	539,686
Loan Repayments (including interest & guarantee fee)	0	9,582
Annual contribution towards operating expenditure	0	27,690
Amounts payable to related parties:		
Trade and other payables	0	45,597

Related Parties

The Town's main related parties are as follows:

i. Key management personnel

Any person(s) having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly, including any council member, are considered key management personnel and are detailed in Notes 22(a) and 22(b)

ii. Other Related Parties

An associate person of KMP was employed by the Town under normal employment terms and conditions.

Any entity that is controlled by or over which KMP, or close family members of KMP, have authority and responsibility for planning, directing and controlling the activity of the entity, directly or indirectly, are considered related parties in relation to the Town.

iii. Entities subject to significant influence by the Town

An entity that has the power to participate in the financial and operating policy decisions of an entity, but does not have control over those policies, is an entity which holds significant influence. Significant influence may be gained by share ownership, statute or agreement.

**TOWN OF EAST FREMANTLE
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23. INVESTMENT IN ASSOCIATES

(a) Investment in associates

Set out in the table below were the associates of the Town during the year. All associates are measured using the equity method. Western Australia is the principal place of business for all associates.

Note 1.: Resource Recovery Group (RRG - formerly SMRC)

Note 2.: The Town, in the year ended 30 June 2024, accounted for its withdrawal from the RRG at 30 June 2024.

Name of entity	% of ownership interest		2025	2024
	2025	2024	Actual	Actual
Resource Recovery Group (RRG) - Existing Undertakings Proportional Equity Share	N/A	5.38%	\$	\$
Resource Recovery Group (RRG) - Office Accommodation Project Proportional Equity Share	N/A	5.44%		
Resource Recovery Group (RRG) - RRRRC Project Proportional Equity Share	N/A	5.37%		
Resource Recovery Group (RRG) - Consolidated			0	614,451
Total equity-accounted investments prior to accounting for the Town's withdrawal			0	614,451
Withdrawal from Resource Recovery Group as at 30 June 2024			0	(614,451)
Total equity-accounted investments at 30 June			0	0

(b) Share of investment in RRG

The Resource Recovery Group (RRG) is a statutory local government authority established in 1991 by the local governments of Canning, Cockburn, Fremantle, East Fremantle, Kwinana, Melville and Rockingham.

Contractual sharing arrangements existed between the Town and the Resource Recovery Group (RRG), a legal constituted regional local government entity, for the provision of waste services. Control of the RRG rests with the RRG Council, which is comprised of a member from each participant Council.

According to clause 8.4 of the Establishment Agreement, a decision to proceed with a project, by project participants, is required to be unanimous. All other decisions of the RRG require a simple majority, with the exception of decisions requiring an absolute majority in accordance with the *Local Government Act 1995* and the decision to consider a project proposal.

As the Town had 33.33% voting rights in the RRG during its investment, it was considered to have significant influence over the RRG and met the definition of an associate under AASB 128.3. Investment in the RRG as an associate is required by AASB 128.16 to be accounted for using the Equity Method.

Member local governments may participate in regional projects that are governed by a Participants Project Agreement. There are two core projects, being:

1. The Regional Resource Recovery Centre (RRRC) Project, and;
2. The Office Accommodation Project

Both projects were established through separate project participants' agreements. In addition to the above two projects, the support activities of the RRG such as Administrative activities, Education and Marketing, Research and Development, are referred to as Existing Undertakings.

Over the period the following local governments have since withdrawn from the Regional Council: City of Canning in June 2010, City of Rockingham in June 2012, the City of Cockburn in June 2019, City of Kwinana in June 2021 and the Town of East Fremantle in 2024.

Office Accommodation Project

The Office Accommodation Project pertains to RRG's Office located at 9 Aldous Place, Booragoon, Western Australia.

The Town's equity share of the project was based on proportional population.

The Town's share as at 30 June 2024 prior to accounting for its withdrawal was 5.43%.

Office Accommodation - Lending facility

As a RRG participant, the Town guaranteed by way of security to the Western Australian Treasury Corporation, a charge over its' general funds for its' share of any outstanding debenture borrowings provided for the RRG administration building at 9 Aldous Place Booragoon. This facility had a limit of \$2 million. In 2024 to Town de-recognised its liability because the Town had no further obligation.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

23. INVESTMENT IN ASSOCIATES (Continued)

Summarised statement of comprehensive income

Note	2025 Actual \$	2024 Actual \$
Revenue	0	19,965,277
Interest revenue	0	341,382
Finance charge	0	(293,991)
Depreciation	0	(3,693,580)
Profit/(loss) from continuing operations	0	(2,485,583)
Profit/(loss) for the period	0	(2,485,583)
Total comprehensive income for the period	0	(2,485,583)

Summarised statement of financial position

Cash and cash equivalents	0	3,705,332
Other current assets	0	9,731,408
Total current assets	0	13,436,740
Non-current assets	0	16,532,226
Total assets	0	29,968,966
Current financial liabilities	0	95,824
Other current liabilities	0	6,823,005
Total current liabilities	0	6,918,829
Non-current financial liabilities	0	1,612,200
Other non-current liabilities	0	10,020,977
Total non-current liabilities	0	11,633,177
Total liabilities	0	18,552,006
Net assets	0	11,416,960
Reconciliation to carrying amounts		
Opening net assets 1 July	0	13,902,544
Profit/(Loss) for the period	0	(2,485,583)
Closing net assets 1 July	0	11,416,961
Carrying amount at 1 July	0	871,328
- Share of associates net profit/(loss) for the period	23(c)	0
- Change to Accounting Estimate from Prior Year		0
- Provision for Contribution to equity in associate		0
- Disposal / Divestment of Investment in Associate		0
Carrying amount at 30 June (Refer to Note 23(a))		0

(c) Share of associates net profit/(loss) for the period

	2025 Actual \$	2024 Actual \$
Share of investment in RRG (refer to Note 23(b))	0	11,561
	0	11,561

MATERIAL ACCOUNTING POLICIES

Investments in associates

An associate is an entity over which the Town has significant influence, that is it has the power to participate in the financial and operating policy decisions of the investee but not control or joint control of those policies.

Investments in associates are accounted for using the equity method. The equity method of accounting, is whereby the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the Town's share of net assets of the associate. In addition, the Town's share of the profit or loss of the associate is included in the Town's profit or loss.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

24. OTHER MATERIAL ACCOUNTING POLICIES

a) Goods and services tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

b) Current and non-current classification

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Town's operational cycle. In the case of liabilities where the Town does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Town's intentions to release for sale.

c) Rounding off figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar. Amounts are presented in Australian Dollars.

d) Comparative figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

When the Town applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statements that has a material effect on the statement of financial position, an additional (third) Statement of Financial Position as at the beginning of the preceding period in addition to the minimum comparative financial report is presented.

e) Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimate for the relevant item of disclosure.

f) Superannuation

The Town contributes to a number of Superannuation Funds on behalf of employees. All funds to which the Town contributes are defined contribution plans.

g) Fair value of assets and liabilities

Fair value is the price that the Town would receive to sell the asset or would have to pay to transfer a liability, in an orderly (i.e. unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (i.e. the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (i.e. the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

h) Interest revenue

Interest revenue is calculated by applying the effective interest rate to the gross carrying amount of a financial asset measured at amortised cost except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

i) Fair value hierarchy

AASB 13 requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

Valuation techniques

The Town selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Town are consistent with one or more of the following valuation approaches:

Market approach

Valuation techniques that use prices and other relevant information generated by market transactions for identical or similar assets or liabilities.

Income approach

Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value.

Cost approach

Valuation techniques that reflect the current replacement cost of the service capacity of an asset.

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Town gives priority to those techniques that maximise the use of observable inputs and minimise the use of unobservable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability are considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

j) Impairment of assets

In accordance with Australian Accounting Standards the Town's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (e.g. AASB 116) whereby any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

**TOWN OF EAST FREMANTLE
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FOR THE YEAR ENDED 30 JUNE 2025**

25. RATING INFORMATION

General Rates

RATE TYPE	Basis of valuation	Rate in \$	Number of Properties	2024/25 Actual Rateable Value	2024/25 Actual Rate Revenue	2024/25 Actual Interim Rates	2024/25 Actual Total Revenue	2024/25 Budget Rate Revenue	2024/25 Budget Interim Rate	2024/25 Budget Total Revenue	2023/24 Actual Total Revenue	
Residential	Gross rental valuation	0.071860	2,966	105,118,920	7,534,084	22,074	7,556,158	7,531,492	20,000	7,551,492	7,222,736	
Commercial	Gross rental valuation	0.121806	120	12,346,985	1,537,434	(15,797)	1,521,637	1,537,430	0	1,537,430	1,471,619	
Total general rates			3,086	117,465,905	9,071,518	6,277	9,077,795	9,068,922	20,000	9,088,922	8,694,355	
Minimum Payment												
Minimum payment												
Residential	Gross rental valuation	1,296	337	5,419,350	436,752	0	436,752	435,456	0	435,456	417,648	
Commercial	Gross rental valuation	1,938	7	79,940	13,566	0	13,566	13,566	0	13,566	13,013	
Total minimum payments			344	5,499,290	450,318	0	450,318	449,022	0	449,022	430,661	
Total general rates and minimum payments			3,430	122,965,195	9,521,836	6,277	9,528,113	9,517,944	20,000	9,537,944	9,125,016	
Concession on general rates							0			0	0	
Total Rates							9,528,113			9,537,944	9,125,016	
Rate instalment interest											40,922	38,058
Rate overdue interest											24,530	28,717

The rate revenue was recognised from the rate record as soon as practicable after the Town resolved to impose rates in the financial year as well as when the rate record was amended to ensure the information in the record was current and correct.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
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26. DETERMINATION OF SURPLUS OR DEFICIT

	2024/25 Actual (30 June 2025 Carried Forward)	2024/25 Budget (30 June 2025 Carried Forward)	2023/24 Actual (30 June 2024 Carried Forward)
Note	\$	\$	\$
(a) Non-cash amounts excluded from operating activities			
The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> .			
Adjustments to operating activities			
Less: Profit on asset disposals	(45,412)	(69,342)	(61,265)
Less: Population adjustment to SMRC Loan Balance	0	0	(1,800)
Less: Fair value adjustments to financial assets at fair value through profit or loss	3,551	0	(1,681)
Less: Share of net profit of associates and joint ventures accounted for using the equity method	0	0	(11,562)
Add: Loss on disposal of assets/investment in associate	11,155	0	522,047
Add: Depreciation	2,342,512	2,231,542	1,945,236
Add: EFCP Consolidation	858,783	0	533,963
Non-cash movements in non-current assets and liabilities:			
Pensioner deferred rates	(9,765)	0	(9,251)
Employee benefit provisions	(59,276)	0	67,971
Non-current receivables	(71,368)	0	7,543
Movement from WIP to the Operating Statement	18,854	0	0
Non-cash amounts excluded from operating activities	3,049,034	2,162,200	2,991,201
(b) Non-cash amounts excluded from investing activities			
The following non-cash revenue or expenditure has been excluded from amounts attributable to investing activities within the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> .			
Adjustments to investing activities			
Property, plant and equipment recognised as part of EFCP Consolidation	27,300	0	877,172
Right of use assets received - non cash	149,481	0	0
Non cash payments for investments in associates	0	0	(268,434)
Non-cash amounts excluded from investing activities	176,781	0	608,738
(c) Non-cash amounts excluded from financing activities			
The following non-cash revenue or expenditure has been excluded from amounts attributable to financing activities within the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> .			
Adjustments to financing activities			
Non cash proceeds from new leases	(149,481)	0	0
EFCP Consolidation of Financing Activities	137,888	0	(666,461)
Non-cash amounts excluded from financing activities	(11,593)	0	(666,461)
(d) Surplus or deficit after imposition of general rates			
The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> to agree to the surplus/(deficit) after imposition of general rates.			
Adjustments to net current assets			
Less: Reserve accounts	28 (2,616,769)	(1,918,630)	(2,710,049)
Add: EFCP Consolidated Net Current (Assets)/Liabilities	1,676,820	0	845,561
Less: EFCP Deficit Funding - Current Payable to the Operator	(1,392,746)	0	(533,963)
Add: Current liabilities not expected to be cleared at end of year			
- Current portion of borrowings	14 157,911	157,911	150,564
- Current portion of lease liabilities	11(b) 80,578	52,049	45,114
Total adjustments to net current assets	(2,094,206)	(1,708,670)	(2,202,773)
Net current assets used in the Statement of Financial Activity			
Total current assets	6,085,861	4,564,058	6,603,091
Less: Total current liabilities	(4,292,311)	(2,855,388)	(4,090,975)
Less: Total adjustments to net current assets	(2,094,206)	(1,708,670)	(2,202,773)
Surplus or deficit after imposition of general rates	(300,656)	0	309,343

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

27. BORROWING AND LEASE LIABILITIES

(a) Borrowings

Purpose	Note	Actual						Budget						
		Principal at 1 July 2023	New Loans During 2023-24	Principal Repayments During 2023-24	Population Adjustment to Loan Principal	Divestment of Investment in Associate	Principal at 30 June 2024	New Loans During 2024-25	Principal Repayments During 2024-25	Principal at 30 June 2025	Principal at 1 July 2024	New Loans During 2024-25	Principal Repayments During 2024-25	Principal at 30 June 2025
RRG - Administration Building *		\$ 99,180	\$ 0	\$ (4,976)	\$ (1,800)	\$ (92,404)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
East Fremantle Community Park Redevelopment		0	4,800,000	(72,634)	0	0	4,727,366	0	(150,564)	4,576,802	4,727,366	0	(150,564)	4,576,802
East Fremantle Community Park - Equipment Loan	14	0	689,442	(22,981)	0	0	666,461	0	(137,888)	528,573	0	0	0	0
Total Borrowings		99,180	5,489,442	(100,591)	(1,800)	(92,404)	5,393,827	0	(288,452)	5,105,375	4,727,366	0	(150,564)	4,576,802

Borrowing Finance Cost Payments

Purpose	Loan Number	Institution	Interest Rate	Actual for year ended 30 June 2025	Budget for year ended 30 June 2025	Actual for year ended 30 June 2024
RRG - Administration Building *	2-7	WATC+	0.35%	\$ 0	\$ 0	\$ (4,606)
East Fremantle Community Park Redevelopment	185	WATC+	4.82%	(258,202)	(259,405)	(159,116)
East Fremantle Community Park - Equipment Loan		BoQ	5.65%	(38,927)	0	(6,488)
Total				(297,129)	(259,405)	(170,210)
Total Finance Cost Payments				(297,129)	(259,405)	(170,210)

* The Town's share of RRG Loan Liability is adjusted annually based on proportional population of member local governments.

* As per the Settlement Agreement entered into between the Town and the RRG, the Town has no further obligations in respect of the RRGs loan borrowings.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

27. BORROWING AND LEASE LIABILITIES (Continued)

(b) New Borrowings - 2024/25

No new borrowings were entered into during the 2024/25 financial year.

(c) Lease Liabilities

Purpose	Note	Actual								Budget				
		Principal at 1 July 2023	New Leases During 2023-24	ROU Adjustment 2023-24	Principal Repayments During 2023-24	Principal at 30 June 2024	New Leases During 2024-25	ROU Adjustment 2024-25	Principal Repayments During 2024-25	Principal at 30 June 2025	Principal at 1 July 2024	New Leases During 2024-25	Principal Repayments During 2024-25	Principal at 30 June 2025
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
River seabed (Mooring Pens)		242,414	0	(3,610)	(41,067)	197,737	0	(6,052)	(43,475)	148,210	161,569	0	(52,049)	109,520
IT Equipment		0	0	0	0	0	149,481	0	(12,637)	136,844	0	0	0	
Total Lease Liabilities	11(b)	242,414	0	(3,610)	(41,067)	197,737	149,481	(6,052)	(56,112)	285,054	161,569	0	(52,049)	109,520

Lease Finance Cost Payments

Purpose	Note	Institution	Interest Rate	Date final payment is due	Actual for year ended 30 June 2025	Budget for year ended 30 June 2025	Actual for year ended 30 June 2024	Lease Term (months)
					\$	\$	\$	
River seabed (Mooring Pens)	2(b)	Department of Transport	2.60%	1/06/2028	(4,416)	(8,000)	(6,739)	252
IT Equipment	2(b)	CHG-Meridian	5.00%	16/02/2027	(2,573)	0	0	48
Total Finance Cost Payments					(6,989)	(8,000)	(6,739)	

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

28. RESERVE ACCOUNTS	2025	2025	2025	2025	2025	2025	2025	2025	2024	2024	2024	2024
	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Actual	Actual	Actual	Actual
	Opening	Transfer to	Transfer	Closing	Opening	Transfer to	Transfer	Closing	Opening	Transfer to	Transfer	Closing
	Balance		(from)	Balance	Balance		(from)	Balance	Balance		(from)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by legislation/agreement												
(a) Payment in Lieu of Parking Reserve	137,010	64,375	0	201,385	137,010	0	0	137,010	137,010	0	0	137,010
(b) Payment in Lieu of Public Open Space	0	0	0	0	0	0	0	0	0	0	0	0
	137,010	64,375	0	201,385	137,010	0	0	137,010	137,010	0	0	137,010
Restricted by council												
(c) Vehicle, Plant and Equipment Reserve	0	0	0	0	0	0	0	0	50,407	0	(50,407)	0
(d) Aged Services Reserve	0	0	0	0	0	0	0	0	0	0	0	0
(e) Strategic Asset Management Reserve	0	166,275	(72,000)	94,275	0	166,275	0	166,275	64,920	0	(64,920)	0
(f) Arts and Sculpture Reserve	195,664	0	0	195,664	195,664	0	(45,000)	150,664	165,664	30,000	0	195,664
(g) Waste Reserve	35,000	0	(35,000)	0	35,000	0	0	35,000	35,000	0	0	35,000
(h) Streetscape Reserve	75,000	0	(75,000)	0	75,000	0	(75,000)	0	75,000	0	0	75,000
(i) Drainage Reserve	133,293	0	(133,293)	0	133,293	0	(133,293)	0	193,293	0	(60,000)	133,293
(j) East Fremantle Oval Redevelopment Reserve	250,529	0	(140,529)	110,000	250,529	0	(250,529)	0	341,431	1,046,111	(1,137,013)	250,529
(k) Preston Point Facilities Reserve	0	0	0	0	0	0	0	0	145,290	0	(145,290)	0
(l) Sustainability and Environmental Reserve	438,553	137,197	0	575,750	438,553	137,197	(575,750)	0	304,723	133,830	0	438,553
(m) Town Planning Reserve	150,000	0	0	150,000	150,000	40,000	0	190,000	100,000	50,000	0	150,000
(n) Business Improvement Reserve	150,000	0	0	150,000	150,000	0	(70,000)	80,000	50,000	100,000	0	150,000
(o) Old Police Station Reserve	5,305	0	(5,305)	0	5,305	31,418	(16,737)	19,986	16,500	0	(11,195)	5,305
(p) Strategic Waste Reserve	326,684	0	0	326,684	326,684	0	0	326,684	146,684	180,000	0	326,684
(q) Plympton Parking Reserve	616,667	0	0	616,667	616,667	0	0	616,667	616,667	0	0	616,667
(r) Foreshore Management Plan	196,344	0	0	196,344	196,344	0	0	196,344	196,344	0	0	196,344
	2,573,039	303,472	(461,127)	2,415,384	2,573,039	374,890	(1,166,309)	1,781,620	2,501,923	1,539,941	(1,468,825)	2,573,039
	2,710,049	367,847	(461,127)	2,616,769	2,710,049	374,890	(1,166,309)	1,918,630	2,638,933	1,539,941	(1,468,825)	2,710,049

All reserves are supported by cash and cash equivalents and are restricted within equity as Reserves - cash backed.

In accordance with council resolutions or adopted budget in relation to each reserve account, the purpose for which the reserves are set aside and their anticipated date of use are as follows:

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

28. RESERVE ACCOUNTS (Continued)

Name of reserve account	Purpose of the reserve account
Restricted by legislation/agreement	
(a) Payment in Lieu of Parking Reserve	To receive and apply funds for payments received in lieu of parking.
(b) Payment in Lieu of Public Open Space	To receive payment from developers in lieu of land set aside for public open space, with funds to be applied in accordance with section 154 of the Planning and Development Act 2005.
Restricted by council	
(c) Vehicle, Plant and Equipment Reserve	To support the funding of vehicle, plant and equipment purchases.
(e) Strategic Asset Management Reserve	To fund the acquisition of new and renewal of existing Town infrastructure, buildings and other assets.
(f) Arts and Sculpture Reserve	To provide for the commissioning and purchase of public art works in accordance with the Town's Public Arts Strategy.
(g) Waste Reserve	To fund and support waste management services including but not limited to refuse collection, waste management initiatives and programs, infrastructure and buildings and legal expenses associated with waste management.
(h) Streetscape Reserve	To implement Streetscape initiatives including the redevelopment of George Street.
(i) Drainage Reserve	To fund drainage asset management requirements.
(j) East Fremantle Oval Redevelopment Reserve	To fund all costs associated with the redevelopment of the East Fremantle Oval precinct.
(k) Preston Point Facilities Reserve	To fund all costs associated with the implementation of the Preston Point Facilities Master Plan.
(l) Sustainability and Environmental Reserve	To fund sustainability and environmental initiatives as well as support actions/recommendations from the Community Climate Action Plan.
(m) Town Planning Reserve	To fund planning and building works associated with the protection and amenity of the built environment.
(n) Business Improvement Reserve	To fund the implementation of business improvement initiatives including the Town's enterprise resource planning system.
(o) Old Police Station Reserve	To receive the net income from the Old Police Station for building maintenance and renewal purposes.
(p) Strategic Waste Reserve	To fund strategic waste initiatives including any costs associated with participation in the regional local government.
(q) Plympton Parking Reserve	To fund parking management initiatives within the Plympton precinct.
(r) Foreshore Management Plan	To fund all costs associated with the implementation of the Foreshore Management Plan.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

29 TRUST FUNDS

The Town did not hold any funds at balance date which are required to be held in trust.

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

30. CORRECTION OF ERROR

During the 2024/25 financial year, the Town identified that the lease and operator agreement for the East Fremantle Community Park (EFCP) should be treated as a principal agent relationship, in which the Town of East Fremantle is the principal.

In accordance with the Australian Accounting Standards, the Town has been determined to have control over the EFCP because it is exposed to, or has rights to, variable returns from its involvement under the arrangement and has the ability to affect those returns through its power to direct the activities of the EFCP.

Accordingly, this omission has been corrected by consolidating EFCP retrospectively from the date on which operations commenced during the financial year ended 30 June 2024. Comparative information has been restated to reflect the inclusion of EFCP within the consolidated financial statements and accompanying notes of the Town.

Statement of Financial Position	30 June 2024	Increase/ (Decrease)	30 June 2024 (Restated)
(Extract)	\$	\$	\$
Assets			
Cash and cash equivalents	2,568,217	15,000	2,583,217
Trade and other receivables	948,112	42,318	990,430
Inventories	0	78,527	78,527
Other assets	231,260	9,608	240,868
Property, plant and equipment	56,664,409	840,170	57,504,579
Liabilities			
Trade and other payables	1,677,237	853,126	2,530,363
Borrowings - Current	150,564	137,888	288,452
Borrowings - Non Current	4,576,802	528,572	5,105,374
Net assets	106,666,600	(533,963)	106,132,637

Retained earnings	54,124,260	(533,963)	53,590,297
Total equity	106,666,600	(533,963)	106,132,637

Statement of Comprehensive Income	2024	Increase/ (Decrease)	2024 (Restated)
(Extract)	\$	\$	\$
<i>By Nature or Type</i>			
Other revenue - EFCP	0	389,690	389,690
Materials and contracts	(4,589,312)	(860,778)	(5,450,090)
Utility charges	(283,870)	(876)	(284,746)
Depreciation	(1,945,236)	(37,002)	(1,982,238)
Finance costs	(170,461)	(6,488)	(176,949)
Insurance	(229,133)	(6,250)	(235,383)
Other expenditure - General	(824,410)	(12,259)	(836,669)
Net result for the period	15,601,272	(533,963)	15,067,309
Total comprehensive income for the period	15,601,272	(533,963)	15,067,309

**TOWN OF EAST FREMANTLE
NOTES TO AND FORMING PART OF THE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2025**

31 SUMMARY STATEMENTS FOR CONTROLLED ENTITY (EFCP)

The ageing East Fremantle Oval infrastructure was replaced with an Integrated Community Sport and Leisure Facility and associated precinct - East Fremantle Community Park (EFCP), commencing operations in April 2024. The Town has entered into an Operator Agreement and Lease with the appointed Operator for the management and operation of the facility.

EFCP is a controlled entity of the Town of East Fremantle in accordance with AASB 10 Consolidated Financial Statements. The Town controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity.

While separate financial statements for EFCP are not required to be presented, the Town has included the following information to enhance transparency and accountability in understanding the financial performance and position of the controlled entity, and its contribution to the overall results of the consolidated entity.

EFCP comprises four key areas:

- Lease facilities for anchor sporting clubs
- B Active Health Club
- Carnaby's Bistro and Café
- Sporting surfaces and public open space

The operations of EFCP differ from a purely commercial enterprise. The facility is operated as a community park, with a significant community service obligation component. The financial results therefore reflect both commercial and community use activities. Over time, net revenue from the Health Club and Bistro/Café is intended to partially offset the Town's community subsidy, reducing the level of ongoing support required to maintain EFCP as a community facility.

	2025 Actual	2024 Actual
Summarised statement of comprehensive income		
Revenue	\$ 4,541,921	\$ 389,690
Operating Expenditure	(5,169,064)	(880,163)
Depreciation	(192,713)	(37,002)
Finance costs	(38,927)	(6,488)
Total comprehensive income for the period	(858,783)	(533,963)
Summarised statement of financial position		
Cash and cash equivalents	15,000	15,000
Other current assets	158,730	130,453
Total current assets	173,730	145,453
Non-current assets	674,758	840,170
Total non-current assets	674,758	840,170
Total assets	848,488	985,623
Current financial liabilities	137,888	137,888
Other current liabilities	1,712,662	853,126
Total current liabilities	1,850,550	991,014
Non-current financial liabilities	390,684	528,572
Total non-current liabilities	390,684	528,572
Total liabilities	2,241,234	1,519,586
Net assets	(1,392,746)	(533,963)
Equity	(1,392,746)	(533,963)



ANNUAL FINANCIAL AUDIT PLANNING SUMMARY

Year ending 30 June 2025

Town of East Fremantle



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Introduction

This Summary of our Audit Plan explains our approach to the audit of the financial statements. We look forward to discussing this further with you on 28 May 2025. You can also contact your engagement leader, David Delvalle anytime on 6557 7625. David is responsible for the overall quality of the audit process and to communicate any matters arising from the audit.

Our plan has been developed following discussions with Town of East Fremantle management and will continue to be responsive to any changes in circumstances that result in us needing to adapt our approach and to maximise the effectiveness and efficiency of the audit process.

We follow a risk-based approach to our audit. If there are risks you think we have not covered we would be pleased to discuss these with you.

Please note that this plan is intended only for use by management and the Council and should not be circulated to anyone outside of these parties.

Our responsibilities

The Auditor General audits and provides an opinion to Parliament on each local government entity's financial statements.

Our audit approach is designed to specifically focus audit attention on the key areas of risk you face in reporting on your financial statements.

The responsibilities of the CEO and Council are set out in Appendix A.

Our audit approach

Our audit is conducted in accordance with Australian Auditing Standards. Our aim is to provide reasonable assurance whether the financial statements are free of material misstatement. We perform procedures to assess whether in all material aspects the financial statements are presented fairly in accordance with the *Local Government Act 1995*, Local Government (Financial Management) Regulations 1996 and Australian Accounting Standards. In doing so, we consider the needs of the Parliament – a primary user of the financial statements.

The audit is influenced by factors such as:

- the use of professional judgement
- selective testing
- the inherent limitations of internal controls
- the availability of persuasive rather than conclusive evidence.

As a result, an audit cannot guarantee that all material misstatements will be detected.

In accordance with ASQM 1 Quality Management for Firms that Perform Audits or Reviews of Financial Reports and Other Financial Information, or Other Assurance or Related Services Engagements, the Office of the Auditor General maintains a comprehensive system of quality management including documented policies and procedures regarding compliance with ethical requirements including independence, professional standards and applicable legal and regulatory requirements.

We have also complied with the independence requirements of the *Auditor General Act 2006* and the relevant ethical requirements relating to assurance engagements.

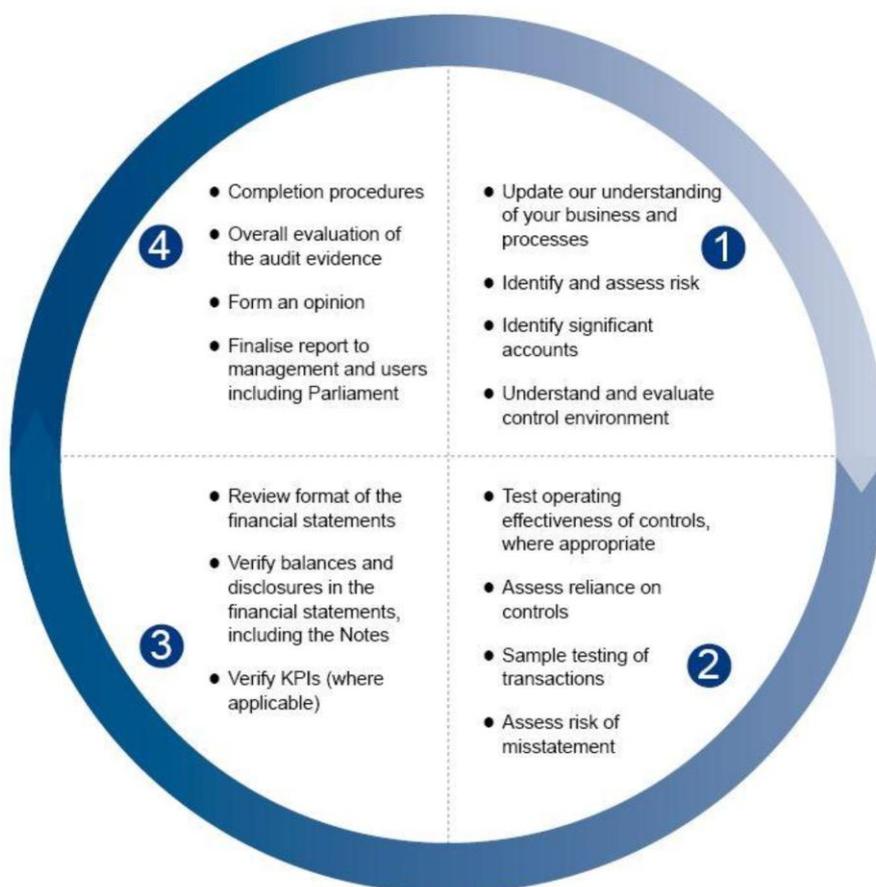
Our Audit Methodology and Tool

Our new audit tool and methodology

We are now into the second year of using our new financial audit methodology and our new audit tool, TeamMate+. We would like to note our thanks to management for their cooperation and forbearance with our first year of implementation of these important changes in the prior year. The new methodology and tool are designed to deliver increased audit quality and efficiencies to our audit process as they become more embedded.

Our audit approach

Our audit approach is set out in detail in our Audit Practice Statement. In summary, the following steps are undertaken:



Materiality

Materiality is set as a benchmark to determine if there are misstatements or omissions that could influence the economic decisions of users taken on the basis of the financial report. The materiality set for our audit is a key driver in determining the nature and extent of audit procedures and is a matter of professional judgement. Our materiality is set with reference to total expenses on the basis that this is the key driver of decision makers who use the financial report.

Key audit focus areas

Our audit procedures are focused on areas that are considered to represent risks of material misstatement to the financial report. These focus areas are identified as part of our risk assessment procedures during the planning phase, and we will continue to be alert for changing or emerging risks throughout the course of the audit.

We will assess design and implementation of key controls for the following business cycles, and where appropriate will also test the operating effectiveness of controls on a rotational basis as follows:

- Revenue
- Expenditure
- Payroll
- Cash and Financing
- Property, Plant, Equipment and Infrastructure.
- General Ledger

Through discussions with your staff and our prior knowledge of your operations, we have identified the following issues and key areas of risk affecting the audit.

Existence and valuation of property, plant and equipment and infrastructure

Background	Our Response
<p>Reasons for area of key focus</p> <ul style="list-style-type: none"> - High value of assets - Significant judgement and estimates involved in valuations <p>Key estimates/judgements</p> <ul style="list-style-type: none"> - Fair value of land, buildings and infrastructure - Useful life of assets <p>Relevant accounting Standards</p> <ul style="list-style-type: none"> - AASB 116: Property, plant and equipment - AASB 13: Fair value measurement - AASB 136: Impairment of assets 	<ul style="list-style-type: none"> - Test the design, implementation and operating effectiveness of key controls. - Perform substantive analytical procedures to determine appropriateness of depreciation expense. - Test a sample of additions and disposals to supporting documents. - Obtain and review management's assessment of indicators of impairment. - Obtain management's position and supporting calculations for the impact of the new requirements arising under AASB 2022-10 which clarifies the application of AASB 13 and particularly the treatment of professional fees in the asset valuation process.

Revenue recognition and recoverability of receivables

Background	Our Response
<p>Reasons for area of key focus</p> <ul style="list-style-type: none"> - High volume of transactions related to <ul style="list-style-type: none"> o Rates o Grants, subsidies and contributions o Fees and charges, and o Interest revenue - Fraud risk for revenue 	<ul style="list-style-type: none"> - Test the design and implementation of key controls. - Test the operating effectiveness of key controls. - Test a sample of revenue transactions to supporting documents and determine if they have been correctly recognised. - Perform substantive analytical procedures on rates and interest revenue streams. - Test a sample of grants to determine whether they have been appropriately recognised in the

Background	Our Response
<ul style="list-style-type: none"> - Risk of grants not being appropriately recognised under the requirements of accounting standards <p>Key estimates/judgements</p> <ul style="list-style-type: none"> - Expected credit losses - Revenue recognition <p>Relevant accounting Standards</p> <ul style="list-style-type: none"> - AASB 15: Revenue from contracts with customers - AASB 1058: Income of not-for-profit entities 	<ul style="list-style-type: none"> - correct period, including any relevant assets and liabilities. - Assess the appropriateness of the allowance for expected credit losses.

Completeness and accuracy of expenses and liabilities

Background	Our Response
<p>Reasons for area of key focus</p> <ul style="list-style-type: none"> - High volume of transactions - Fraud risk for procurement <p>Relevant accounting Standards</p> <ul style="list-style-type: none"> - AASB 137: Provisions, contingent liabilities and contingent assets 	<ul style="list-style-type: none"> - Assess design and implementation of key controls. - Test the operating effectiveness of key controls. - Test a sample of expense transactions to supporting documents and determine if they have been correctly recognised. - Perform testing of subsequent payments and unpaid invoices at year-end to determine if there are unrecorded liabilities. - Perform specific procedures in response to risk of fraud in procurement activities

Existence and accuracy of employee expenses and completeness of employee liabilities

Background	Our Response
<p>Reasons for area of key focus</p> <ul style="list-style-type: none"> - High volume of transactions <p>Key estimates/judgements</p> <ul style="list-style-type: none"> - Actuarial assumptions for employee liabilities 	<ul style="list-style-type: none"> - Assess design and implementation of key controls. - Perform substantive analytical procedures on employee expenses for the year. - Test a sample of leave balances for accuracy and completeness. - Assess the appropriateness of the actuarial assumptions for leave balances.

Management override of controls

Background	Our Response
<p>Reasons for area of key focus</p> <ul style="list-style-type: none"> - Key fraud risk required to be responded to under auditing standards 	<ul style="list-style-type: none"> - Test any unusual journal entries made during the year to determine if they are appropriately supported. - Review key estimates and judgements applied by management - Consider if any misstatements found represent bias or intentional misstatement.

East Fremantle Community Park

Background	Our Response
<ul style="list-style-type: none"> - The Town entered into an arrangement with Belgravia Leisure for the management and operation of the East Fremantle Community Park facilities <p>Reasons for area of key focus</p> <ul style="list-style-type: none"> - High value of arrangement - Arrangement may be complex and its accounting treatment subject to significant judgement 	<ul style="list-style-type: none"> - We will review management’s assessment of the impact of this arrangement, determine whether, to the extent necessary, your entity has applied the relevant standards correctly, and ensure the financial statements comply with the requirements of the applicable standards.

Audit findings reported in the previous audit

We will additionally follow up the resolution of the findings raised in the previous audit, of which there was one moderate and eight minor information systems audit findings, and one minor financial audit finding.

Information Systems Audit Approach

Our approach to information systems audit is to obtain an understanding of the Information technology environment and information system related to key business processes and audit key information systems controls. The systems that we consider are:

- Finance System: IT Vision SynergySoft
- Human Resources (Payroll) System: IT Vision Altus Payroll

The key objectives of the information systems audit are to provide a preliminary conclusion over the General IT Controls covering the following:



Figure 1: General computer controls categories

We will perform a capability maturity assessment of your information system management processes and controls. This will be based on the assessment of our information system audit staff but will also give consideration to a self-assessment by your ICT staff.



Figure 2: Capability maturity assessment rating scale and criteria

The planned approach for your entity is as follows:

- Gain an understanding of the entity’s IT governance, management and IT environment
- Determine whether appropriate controls are in place
- Prepare and execute test plans to obtain assurance of the operation of controls
- Interview entity staff and review appropriate documentation
- Evaluate the effectiveness of the controls
- Internal vulnerability scans of Finance, HR systems and key operational systems identified.
- Complete the IS Capability Maturity Assessment.

Environmental, Social and Governance

Entities should refrain from disclosing ESG matters or climate-related risks in financial statements as there is currently no established reporting and auditing frameworks for local government entities. These frameworks are still in the development phase.

Proposed Audit Schedule

	Date
Planning	26 May – 30 May 2025
Information System Audit	June – August 2025
Interim Audit	3 June – 20 June 2025
Final Audit	29 September – 24 October 2025
Critical Target Dates*	
Interim Management Letter	By 13 July 2025
Final Trial Balance	29 September 2025
Receipt of Signed Financial Statements	29 September 2025
Exit Interview (week ending)	14 November 2025
Receipt of Signed Management Representation Letter and Financial Statements	14 November 2025
Issue of Audit Opinion and Final Management Letter	21 November 2025 (or within 5 working days of receipt of the signed financial statements and management representation letter)

** To be agreed with management at the entrance meeting / based on timely receipt of audit information and reporting documentation.*

Your Audit Team

	Name	Contact
Assistant Auditor General and signing officer	Grant Robinson	6557 7526
Engagement Leader	David Delvalle	6557 7625
Audit Manager (Team Leader)	Stephanie Kaharudin	6557 7680
Information Systems Audit Consultant	Paul Tilbrook Mushirah Codabaccus	6557 7514 6557 7668

Appendix A – Other audit communications

Responsibilities of the CEO and Council

The CEO and Council are responsible for:

- keeping proper accounts and records, maintaining effective internal controls, preparing the annual financial report, and complying with the Local Government Act and Regulations, and other legislative requirements.
- ensuring the accuracy and fair presentation of all information in its annual report, and that it is consistent with the audited annual financial report. We do not provide assurance over your annual report.
- maintaining internal controls that prevent or detect fraud or error and to ensure regulatory compliance. The Audit Committee and the Auditor General should be informed by management of any fraud or material errors. During the audit we will make inquiries with management about their process for identifying and responding to the risks of fraud, including management override. It should be noted that our audit is not designed to detect fraud, however, should instances of fraud come to our attention, we will report them to you.
- preparing the financial report, and the CEO are also responsible for assessing the entity's ability to continue as a going concern, if applicable disclosing matters related to going concern, and using the going concern basis of accounting unless the government has made policy or funding decisions affecting the continued existence of the entity.
- ensuring the accuracy and fair presentation of all information in its annual report, and that it is consistent with the audited financial report. We do not provide assurance over your annual report.

The CEO and Council have responsibility for maintaining internal controls that prevent or detect fraud or error and to ensure regulatory compliance. The Audit Committee and the Auditor General should be informed by management of any fraud or material errors. During the audit we will consider management programs and controls intended to deter and detect fraud and make inquiries of the CEO and Council. It should be noted that our audit is not designed to detect fraud, however, should instances of fraud come to our attention, we will report them to you. Information relating to the fraud will be provided to our forensic division and our office may decide to conduct further investigation.

Timelines for Provision of Information

To help deliver audit opinions on time as agreed by the entity in the proposed audit schedule above, please follow the requirements and timelines for provision of information to the audit team as listed below:

- provide certified financial statements on 29 September 2025
- submit the audit file/folder that supports the financial statements in two working days from the receipt of the certified financial statements, unless another date is agreed by your engagement leader
- submit audit information in two working days from the date of request, unless another date is agreed by your engagement leader
- respond to management letter issues in five working days from the date of the receipt of the audit finding unless another date is agreed by your engagement leader.

Please provide the information in a timely manner in order to avoid delays in the agreed reporting timeline and potential impact on the audit report.

Audit Evidence – Specific Audit Requirements

We will discuss our requirements with your staff to facilitate a timely, efficient and effective audit. We will formally agree our information requirements and timeframes for the final audit with your Chief Finance Officer using our **Prepared by Client Listing**. This Listing is intended to help your staff to have various documents readily available when we perform our audit. Please note however that in several instances, particularly during our audit sampling at the interim visits, audit staff will need to retrieve some evidence themselves, rather than being given the evidence by your staff. This is essential for an independent audit.

Information obtained during the audit can be used to carry out an examination or investigation for one or more of the purposes mentioned in Section 18 of the *Auditor General Act 2006*.

We also refer you to our various Better Practice guides which are available on our website.

Management Representation Letter

The above audit procedures assume that management expects to be in a position to sign a management representation letter. This letter should be reviewed and tailored to meet your local government's particular circumstances and be signed and dated by the CEO and Executive Manager Corporate Services (or equivalent) as close as practicable to the date of the proposed audit opinion. Ordinarily, this would be no longer than five working days prior to the issue of the opinion.

Please bring to the attention of the Mayor that we will also be relying on the signed Statement by the CEO in the annual financial report as evidence that they confirm:

- they have fulfilled their responsibility for the preparation of the annual financial report in accordance with the *Local Government Act 1995*, Local Government (Financial Management) Regulations 1996 and Australian Accounting Standards
- they have provided us with all relevant information necessary or requested for the purpose of the audit
- all transactions have been recorded and are reflected in the annual financial report.

Other Audit Activities

We are currently performing an audit on the following areas that may be of interest:

Audit	Objective
Local government management of purchasing cards (Local)	This audit will assess whether a selection of local government entities effectively manage the issue, use and cancellation of purchasing cards.
Local government management of local road maintenance (Local)	This audit will assess if regional local government entities effectively manage the maintenance of their local roads.
Local government management of gifts and benefits (Local)	This audit will assess if local government entities are effectively managing gifts and benefits and is intended to be performed in two phases. The first phase will consider sector-wide public information of all local government entities' gifts and benefits registers. The second phase will include a more in-depth audit across a sample of local government entities.

Details of other audits are available at our website [Audit in progress](#).

The OAG has also recently tabled a number of reports to Parliament, which are available at www.audit.wa.gov.au.

In reporting, we aim to identify good practice and opportunities for improvement. You may therefore wish to review these reports as the recommendations may have relevance to your entity.

Report Title	Tabled Date
Local Government 2023-24 Financial Audit Results	24 April 2025
Local Government 2023-24 – Information Systems Audit Results	11 April 2025
Implementation of the Aboriginal Procurement Policy	21 November 2024
Management of State Agreements	30 October 2024
Annual Report 2023-24	26 September 2024
Supplier Master Files – Better Practice Guide	1 August 2024
Staff Exit Controls at Local Government Entities	28 June 2024
Local Government Physical Security of Server Assets	24 June 2024
Local Government 2022-23 – Financial Audit Results	6 June 2024
Local Government Management of Purchasing Cards	12 June 2024
Local Government IT Disaster Recovery Planning	31 May 2024
Local Government 2022-23 – Information Systems Audit Results	27 May 2024
Digital Identity and Access Management – Better Practice Guide	28 March 2024
Funding for Community Sport and Recreation	21 March 2024
Implementation of the Essential Eight Cyber Security Controls	6 December 2023
Audit Readiness – Better Practice Guide	30 June 2023
Security Basics for Protecting Critical Infrastructure from Cyber Threats	14 June 2023

Appendix B – Key Changes to Accounting Standards

Key changes to accounting standards that impact your entity for the first time this year are shown below. We will review management's assessment of any implications of these being adopted.

N°	Accounting Standard	First year end	Summary
Accounting standards issued:			
1	<p>AASB 2020-1 <i>Amendments to Australian Accounting Standards – Classification of Liabilities as Current or Non-current</i></p> <p>AASB 2022-6 <i>Amendments to Australian Accounting Standards - Non-current Liabilities with covenants</i></p> <p>AASB 2023-3 <i>Amendments to Australian Accounting Standards – Disclosure of Non-current Liabilities with Covenants: Tier 2</i></p>	31 December 2024	<p>This Standard amends AASB 101 <i>Presentation of Financial Statements</i> to clarify requirements for the presentation of liabilities in the statement of financial position as current or non-current. For example, the amendments clarify that a liability is classified as non-current if an entity has the right at the end of the reporting period to defer settlement of the liability for at least 12 months after the reporting period. The meaning of settlement of a liability is also clarified.</p> <p>AASB 2022-6 amends AASB 101 to provide further clarity on the presentation and disclosure of non-current liabilities with covenants, and to defer the effective date of the 2020 amendments from 1 January 2023 to 1 January 2024.</p> <p>Consistent with the amendments made by AASB 2020-1 and AASB 2022-6 for Tier 1 reporting requirements, AASB 2023-3 amends AASB 1060 to:</p> <ul style="list-style-type: none"> (a) clarify that a liability is classified as non-current if an entity has the right at the reporting date to defer settlement of the liability for at least 12 months after the reporting date; (b) clarify the reference to settlement of a liability by the issue of equity instruments in classifying liabilities; and (c) require the disclosure of information that enables users of the financial statements to understand the risk that non-current liabilities with covenants could become repayable within 12 months.
2	AASB 2022-5 <i>Amendments to Australian Accounting Standards – Lease Liability in a Sale and Leaseback</i>	31 December 2024	<p>This Standard amends AASB 16 <i>Leases</i> to add subsequent measurement requirements for sale and leaseback transactions that satisfy the requirements in AASB 15 <i>Revenue from Contracts with Customers</i> to be accounted for as a sale.</p> <p>AASB 16 already requires a seller-lessee to recognise only the amount of any gain or loss that relates to the rights transferred to the buyer-lessor. The amendments made by this Standard ensure that a similar approach is applied by also requiring a seller-lessee to subsequently measure lease liabilities arising from a leaseback in a way that does not recognise any amount of the gain or loss related to the right of use it retains.</p>
3	AASB 2022-10 <i>Amendments to Australian Accounting Standards – Fair Value Measurement of Non-Financial Assets of Not-for-</i>	31 December 2024	<p>This Standard amends AASB 13 <i>Fair Value Measurement</i> for fair value measurements of non-financial assets of not-for-profit public sector entities not held primarily for their ability to generate net cash inflows. Changes include:</p>

	Profit Public Sector Entities		<p>(a) For the purpose of fair value measurement, current use of land used for a public sector community purpose (e.g. land used for a school) is presumed to be the highest and best use, except if:</p> <ul style="list-style-type: none"> • The land is classified as held for sale or held for distribution to owners in accordance with AASB 5 <i>Non-current Assets Held for Sale and Discontinued Operations</i>; or • It is highly probable that the land will be used for an alternative purpose and the current use is expected to cease within one year. <p>(b) Guidance on costs to be considered in determining the current replacement cost of an asset.</p>
4	<p>AASB 2023-1 Amendments to Australian Accounting Standards – Supplier Finance Arrangements</p> <p>AASB 2024-1 Amendments to Australian Accounting Standards – Supplier Finance Arrangements: Tier 2 Disclosures</p>	31 December 2024	<p>This Standard amends AASB 107 and AASB 7 to require an entity to provide additional disclosures about its supplier finance arrangements. The additional information will enable users of financial statements to assess how supplier finance arrangements affect an entity's liabilities, cash flows and exposure to liquidity risk.</p> <p>The amendments require an entity to disclose the terms and conditions of the arrangements, the carrying amount of the liabilities that are part of the arrangements, the carrying amounts of those liabilities for which the suppliers have already received payment from the finance providers, the range of payment due dates and the effect of non-cash changes.</p> <p>AASB 2024-1 amends AASB 1060 to require a Tier 2 entity to include in its financial statements the same specific disclosures that AASB 2023-1 requires in the financial statements of Tier 1 entities.</p>

**Office of the Auditor General
for Western Australia**

7th Floor Albert Facey House
469 Wellington Street, Perth

T: 08 6557 7500
E: info@audit.wa.gov.au

www.audit.wa.gov.au



@OAG_WA



Office of the Auditor General
for Western Australia

OUR REF:
ENQUIRIES:



Memorandum

To: OAG - Auditor 2024-25
From: Consultant / Finance Manager / Executive Manager Corporate Services
Subject: Consolidation of Town of East Fremantle and East Fremantle Community Park
Date: June 2025

Purpose

This memo outlines the approach taken to consolidate the financial statements of the Town of East Fremantle (the Town) and its controlled entity, East Fremantle Community Park (EFCP), for the year ended 30 June 2025, in accordance with the Australian Accounting Standards (AASBs).

The prior comparatives of EFCP for the year ended 30 June 2024 have also been accounted for and presented in the Town's financials statements.

Basis of Consolidation

The consolidated financial statements comprise the financial statements of the Town of East Fremantle (the Town) and its controlled entity, the East Fremantle Community Park (EFCP), as at and for the year ended.

Together these entities are referred to as the economic entity or consolidated entity. The Town controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity.

In the process of reporting the Town as a single economic entity, all material transactions and balances between the Town's controlled entities are eliminated. Any dissimilar accounting policies applied at the entity level are amended to ensure consistent policies are adopted in these financial statements where the effect is material.

Where control of an entity is obtained during a financial year, results are included in the consolidated operating statement and the consolidated cash flow statement from the date on which control commenced. Where control ceases during a financial year, results are included for that part of the year for which control existed.

Subsidiary Treatment

The Operator (Belgravia) continues to prepare financial statements for the East Fremantle Community Park. These statements are audited as a stand alone set of financial statements prior consolidation with the Town's financial statements.

Whilst a summary is provided in the notes of the Town's statements, these are not presented alongside the consolidated statements.

Instead:



- Assets, liabilities, income, and expenses have been incorporated into the consolidated financial statements.
- Any inter-entity balances or transactions have been eliminated.

Disclosure

Relevant disclosures have been made at Note 31 of the Town's financial statements including the nature of the relationship and summarised financial information of the subsidiary where material to the group. Additionally the basis of preparation and any significant accounting policies relevant to the consolidation have been updated.

Consolidation Process

The following consolidation process has been applied:

1. Review EFCP statements for any material adjustments to meet the Town's Significant Accounting Policies
2. Map and journal EFCP income, expenses, assets and liabilities to the Town's chart. The mapping table is appended to this memorandum.
3. Eliminate any inter-entity transactions and balances

For FY2025, income and expenditure for the reimbursement of Electricity and insurance, that is on-charged to EFCP by the Town was eliminated.

Other adjustments to the previous version of draft financial statements were:

- a) Reversal of accrued expense recognizing the deficit funding of the EFCP – which is replaced through the consolidation process (\$1,392,748)
- b) Reversal of accrued income for electricity reimbursement (\$15,314)



OUR REF:
ENQUIRIES:



Belgravia Statement Description	ToEF CoA	ToEF Description	ToEF Nature Category	Comments
Balance Sheet				
Cash Float	009103	Current Assets - Cash and Cash Equivalents - Unrestricted - EFCP Cash on Hand	Cash & Cash Equivalents	
Trade Debtors	009104	Current Assets - Trade and Other Receivables - Sundry Debtors - EFCP Trade Debtors	Trade & Other Receivables	
POS Debtors	009105	Current Assets - Trade and Other Receivables - Sundry Debtors - EFCP POS Debtors	Trade & Other Receivables	
Stock	009106	Current Assets - Stock on Hand - EFCP Stock	Stock on Hand	
Accrued Revenue	009107	Current Assets - Other Assets - Accrued Income - EFCP Accrued Income	Other Assets	
Fixed Assets	009108	Non-Current Assets - Property, Plant and Equipment - Plant and Equipment - Historical Cost - EFCP Fixed Assets	PPE	
Fixed Assets (Financed)	009108	Non-Current Assets - Property, Plant and Equipment - Plant and Equipment - Historical Cost - EFCP Fixed Assets	PPE	
Accumulated Depreciation	009109	Non-Current Assets - Property, Plant and Equipment - Accumulated Depreciation - Plant and Equipment - EFCP Plant and Equipment	PPE	
Trade Creditors	009110	Current Liabilities - Trade and Other Payables - Accrued Expense - EFCP Trade Creditors	Trade & Other Payables	
Advanced Income	009111	Current Liabilities - Trade and Other Payables - Accrued Expense - EFCP Income in Advance	Trade & Other Payables	
Annual Leave	009115	Current Liabilities - Trade and Other Payables - Accrued Expense - EFCP Annual Leave Payable to Belgravia	Trade & Other Payables	It has been determined that as the employees of EFCP are employees of the Operator, and not on the Town's payroll, these are not Employee Provisions but instead a payable to the Town.
Accrual Expenses	009112	Current Liabilities - Trade and Other Payables - Accrued Expense - EFCP Accrued Expenses	Trade & Other Payables	
Loan for Equipment - Current	009113	Current Liabilities - Loan Liability - EFCP Equipment Loan	Borrowings	
Cash flow Loan from Belgravia	009114	Current Liabilities - Trade and Other Payables - EFCP Payable to Belgravia	Trade & Other Payables	
Prepaid Subsidy (ToEF to Belgravia)	009114	Current Liabilities - Trade and Other Payables - EFCP Payable to Belgravia	Trade & Other Payables	
Loan for Equipment - Non Current	009116	Non - Current Liabilities - Loan Liability - EFCP Equipment Loan	Borrowings	
P&L				
				<p>The Town does not formally approve the EFCP fees through Council or the Town's annual Fees and Charges process.</p> <p>While the Operator Agreement includes a clause stating that the EFCP fees and charges are to be approved by Council, in practice, Council has not exercised authority to amend or direct the pricing. The fees for the health club were included in the Business Plan presented to Council and noted, but this was a procedural or housekeeping step rather than a formal adoption through the Town's statutory Fees and Charges schedule.</p> <p>Additionally, pricing for the café (Carnaby's) was not presented to Council and can be varied at any time by the Operator to meet commercial objectives. This demonstrates that the Operator retains discretion over price setting, with the Town not incorporating EFCP fees and charges into its own annual schedule.</p> <p>Applying the principle of substance over form, while the Operator Agreement refers to Council approval, the substance of the arrangement is that the Operator independently sets and manages pricing. On this basis, EFCP revenue has been classified as Other Revenue, and due to its materiality, has been disclosed separately in the Statement of Comprehensive Income as "Other Revenue – EFCP"</p>
All income categories	11110803.131	Other Revenue - EFCP	Other Revenue	
All expense categories not listed in other expense CoAs	1E113010.310	Material and Contracts - EFCP Consolidation	Material and Contracts	Includes Personnel expenses. It has been determined that as employees of EFCP are employees of the Operator, and not on the Town's payroll, these are not Employee Expenses to the Town.
Interest - Equipment Loan	1E113010.380	Interest Expenses - EFCP Consolidation	Interest Expenses	
Depreciation - Hire Equipment; Depreciation - Plant & Equipment	1E113010.410	Depreciation Expenses - EFCP Consolidation	Depreciation Expenses	
Insurance	1E113010.365	Insurance - EFCP Consolidation	Insurance	
Finance Costs & Fees; Debit Success Fees; Debit Success Establishment & Penalty Fees	1E113010.390	Other Expenses - EFCP Consolidation	Other Expenses	

13 OFFICER REPORTS

Reports start on the next page

13.1 47 OAKOVER STREET - PROPOSED SUBDIVISION INTO 3 SURVEY STRATA LOTS

Report Reference Number	OCR-3841
Prepared by	James Bannerman, Town Planner
Supervised by	Fraser Henderson Executive Manager Regulatory Services
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple majority
Documents tabled	Nil

Attachments

1. Location plan
2. Photos
3. Place Record
4. Plans

PURPOSE

The Town has received a request to provide referral advice to the Western Australian Planning Commission (WAPC) on the proposed subdivision of 47 (Lot 288) Oakover Street, East Fremantle into 3 survey strata lots.

EXECUTIVE SUMMARY

Under Delegation 9.1.3 a recommendation to the WAPC for a refusal of a proposed subdivision where it does not comply with all relevant legislation and policies is required to be determined by Council.

The Town has received a request to provide referral advice to the Western Australian Planning Commission (WAPC) on the proposed subdivision of 47 (Lot 288) Oakover Street, East Fremantle into 3 survey strata lots.

The property is currently zoned R12.5, has an area of 1012m² and is a corner lot that faces both Oakover Street (primary street) and Fletcher Street (secondary street).

The proposed subdivision is to create 3 lots.

The existing Category B heritage building that is on the Town's heritage list will sit on the eastern most lot (Lot 288) and will be 328m², the second lot (Lot 1) will be 342m² and the third lot (Lot 2) will also be 342m².

It is recommended that Council does not support the proposed subdivision in referral advice that is provided to the WAPC.

BACKGROUND

Applicant	MW Urban – Planning and Development
Owner	Angelina Ofelia Pietroniro & Raffaele Pietroniro
Zoning	R12.5/20
Site Area	1012m ²
Heritage	Category B
Fremantle Port Buffer	N/A
Previous Decision of Town and/or History of Issue Onsite	N/A

CONSULTATIONAdvertising

No consultation was undertaken as the Town is a referral agency only and the WAPC is the decisionmaker.

STATUTORY ENVIRONMENT

Planning and Development Act 2005
Local Planning Scheme No 3
Residential Design Codes

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

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

Built Environment

Accessible, well planned built landscapes which are in balance with the Town’s unique heritage and open spaces.

3.1 Facilitates sustainable growth with housing options to meet future community needs.

3.1.1 Advocate for a desirable planning and community outcome for all major strategic development sites.

3.1.2 Plan for a mix of inclusive diversified housing options.

3.1.3 Plan for improved streetscapes.

3.2 Maintaining and enhancing the Town’s character.

3.2.1 Ensure appropriate planning policies to protect the Town’s existing built form.

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

3.3.1 Continue to improve asset management within resource capabilities.

3.3.2 Plan and advocate for improved access and connectivity.

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)
Compliance with the Planning and Development Act 2005 and associated regulations	Unlikely (2)	Minor (2)	Low (1-4)	REPUTATIONAL Unsubstantiated, low impact, low profile or 'now news' item	Accept Officer Recommendation
Potential Impact on the character, streetscape and amenity values of the built environment				Long term minor impact on the built environment	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	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	4
Does this item need to be added to the Town’s Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

A site visit was undertaken.

COMMENT

The Town has received a request to provide referral advice to the Western Australian Planning Commission (WAPC) on the proposed subdivision of 47 (Lot 288) Oakover Street, East Fremantle into 3 survey strata lots.

The property is currently zoned R12.5, has an area of 1012m2 and is a corner lot that faces both Oakover Street (primary street) and Fletcher Street (secondary street).

The proposed subdivision is to create 3 lots.

The existing Category B heritage building that is on the Town’s heritage list will sit on the eastern most lot (Lot 288) and will be 328m2, the second lot (Lot 1) will be 342m2 and the third lot (Lot 2) will also be 342m2.

The Town’s Local Planning Scheme No 3 Clause 5.3.1 permits a density bonus for corner lots that have a density coding of R12.5. They may have development approved up to a density of R20 provided that the development faces each of the 2 street frontages and if in the opinion of the local government there is an improvement in the overall amenity of the streets as a result of the development. The original lot size of 1012m2 can be subdivided into 2 lots that complies with the Residential Design Codes requirements that lots with a density code of R20 should have a minimum lot size of 350m2 and an average lot size of 450m2.

Based on the WAPC’s Operational Policy 2.2 Residential Subdivision variations to the average and minimum lot sizes can be considered. The variations and relevant comments are included below.

a)

the proposal satisfies the relevant design principles of the R-Codes Volume 1 Part D, clause 1.1 Site Area.	N/A
the minimum lot size variation only applies to one lot in the subdivision.	No
the variation reduces the area of that one lot by no more than five per cent of the minimum lot size specified in R-Codes Volume 1 Table D or elsewhere in the R-Codes.	No All 3 lots are less than the minimum required lot size and one exceeds by more than 5% Lot 288 (6.3% reduction)

	Lot 1 (2.3% reduction) Lot 2 (2.3% reduction)
the variation in the area of that one lot reduces the average lot size of the overall subdivision by no more than five per cent of the average lot size specified in the R-Codes Volume 1 Table D or elsewhere in the R-Codes.	No Average lot size: 337.3m ² (25% reduction) Permitted 427.5m (5% variation)
in considering lot size and frontage variations, the WAPC will give regard to the recommendations of the local government.	To be provided
where a local government objects to a variation, the objection should be supported by reasons, with reference to the provisions in this policy.	To be provided
where a local government objects to a variation and the WAPC is of the view the application should be supported, further consultation may be undertaken with the local government before the application is determined by the WAPC.	May be required

b)

a single residential coding of R10 to R35 applies to the land. Note: For dual coded land, the variation is only applicable to the base coding	R12.5/R20
the site is a corner lot with frontage to two different streets or any other lot with frontage to more than one dedicated street (excluding a primary (red), other regional (blue) or any other major road, including state and federal highways, with access restrictions).	Frontage to 2 streets not primary or regional or other major road
all proposed lots comply with the minimum lot size and frontage requirements specified in the R-Codes Volume 1 Table D.	No Does not achieve minimum lot size Frontage >10m
the width and frontage of the new lots will enable dwellings to have their primary frontage to the different streets.	Yes
crossovers and driveways to proposed lots are provided in accordance with Australian Standard (AS) 2890 and the R-Codes Volume 1.	To be proposed as part of future development on site. Only Lot 288 has an existing crossover and driveway
any corner truncation, pedestrian access way, vehicle right of way or laneway widening is excluded from the calculation of the minimum lot size.	N/A

It is noted that the existing building on site is a former corner shop and residential dwelling that is listed as A7 in Schedule 2: Additional Uses Sites and Requirements of Local Planning Scheme No 3. If the following additional uses are required - Consulting Rooms, Home Business and/or Shop – they are subject to local government approval in accordance with procedures for A uses. The criteria that are listed for these uses are

- (a) Floor area of non-residential activity not to exceed 100m²
- (b) Buildings to be reconstructed, restored and/or preserved to the satisfaction of the local government prior to any change of use. The extent of works required will be based on assessment of the heritage value of the existing building, the extent to which the proposed additional use will affect any heritage value.

Note: Any requirements for reconstruction, restoration and/or preservation will be imposed as conditions of planning approval.

The existing development requires a development application to be submitted for any alterations that are proposed to the existing dwelling including demolition and the removal of the rear section of the building and the multiple outbuildings located on site.

As part of the proposed works/demolition that would be required to the existing building open space, outdoor area and landscaping requirements for the Residential Design Codes would not be met under the current zoning. This is not considered to be proper and orderly planning.

The Town does not support the proposed subdivision of the existing lot at 47 Oakover Street, East Fremantle for the following reasons.

It has been subdivided as if the property is zoned R30 the minimum requirements of which it does achieve – average area 300m² and minimum lot size of 260m². The lot is zoned R12.5 subject to the requirements of the R20 zone being met. It is below the minimum lot size of 350m² by between 2.3% and 6.3% for the smallest lot. The average lot size is 25% smaller than the required 450m².

There is concern that the dwelling on site will not be able to meet many of the requirements for the Residential Design Codes in terms of open space, outdoor area, and landscaping requirements.

In terms of good and proper planning the subdivision of the lot into 3 much smaller lots cannot be supported. The Town has prepared a Local Planning Strategy, and this lot is not within an area identified for investigation for possible increases in dwelling density in the future as part of the preparation of a new Local Planning Scheme.

Finally, it should be noted that to give proper effect to the consideration of clause 5.3.1 of LPS3, a development application is necessary. Whilst it is possible to assess some factors in relation to whether “there will be an improvement in the overall amenity of the streets as a result of the development” until a development application is submitted it is difficult to assess change in amenity. Without a development application, showing details of the proposed alterations to the existing development and the proposed dwelling on the vacant site, not all relevant factors can be assessed to determine whether there is an improvement in amenity as a result of future development on the proposed lots. It can be suggested that there may be possible positive and negative amenity impacts as a result of changes to the verge trees, light poles, crossovers and streetscape.

The property is surrounded by a battle axe development to the north (2 properties - one behind the other at 43 & 43A Oakover Street), a single dwelling to the west (46 Irwin Street), and northwest (42 Irwin Street). Over the road the property on the opposite corner facing Oakover Street has been subdivided into 2 lots (19 Fletcher Street & 46 Oakover Street). Likewise, the northern neighbour to these properties has been subdivided into 2 lots with a rear battleaxe lot (44 & 44A Oakover Street). The area is surrounded by a variety of lots all zoned Residential R12.5 with some having been subdivided at earlier times at R20 density.

CONCLUSION

It is recommended that the Town does not support the proposed freehold title subdivision and provides the following advice to the WAPC;

- Although the original parent lot does have a density code of R12.5 the subdivision will not be in compliance with Clause 5.3.1 of Local Planning Scheme No 3 in terms of not being subdivided in accordance with the R20 lot requirements,
- If subdivided the requirements for a residential lot with a density code of R20 are not met including the minimum lot size for one of the lots (in excess of 5% difference) and the average lot size (in excess of 5%), and
- Is not consistent with the principles of proper and orderly planning as it is effectively seeking to increase the allowed density for the site on an ad hoc basis akin to a spot rezoning.
- The Town has prepared a Local Planning Strategy, and this lot is not within an area identified for investigation for possible increases in dwelling density in the future as part of the preparation of a new Local Planning Scheme.

13.1 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 050912

OFFICER RECOMMENDATION:

Moved Cr Collinson, seconded Cr Maywood

That the Town of East Fremantle advise the Western Australian Planning Commission that the survey strata subdivision of No. 47 (Lot 288) Oakover Street into Lot 288 Oakover Street, Lot 1 Fletcher Street and Lot 2 Fletcher Street, East Fremantle, in accordance with the information received 24 October 2025, is not supported for the following reasons;

- (i) Non - compliance with Clause 5.3.1 of Local Planning Scheme No. 3,**
- (ii) Non - compliance with the Residential Design Codes requirements for subdivision of a lot zoned Residential R12.5/20,**
- (iii) It is not consistent with the principles of proper and orderly planning as it is effectively seeking to increase the allowed density for the site on an ad hoc basis akin to a spot rezoning, and**
- (iv) The Town has prepared a Local Planning Strategy, and this lot is not within an area identified for investigation for possible increases in dwelling density in the future as part of the preparation of a new Local Planning Scheme.**

CARRIED UNANIMOUSLY 8:0)

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

Attachment -2
47 Oakover Street – Photos



Attachment -2



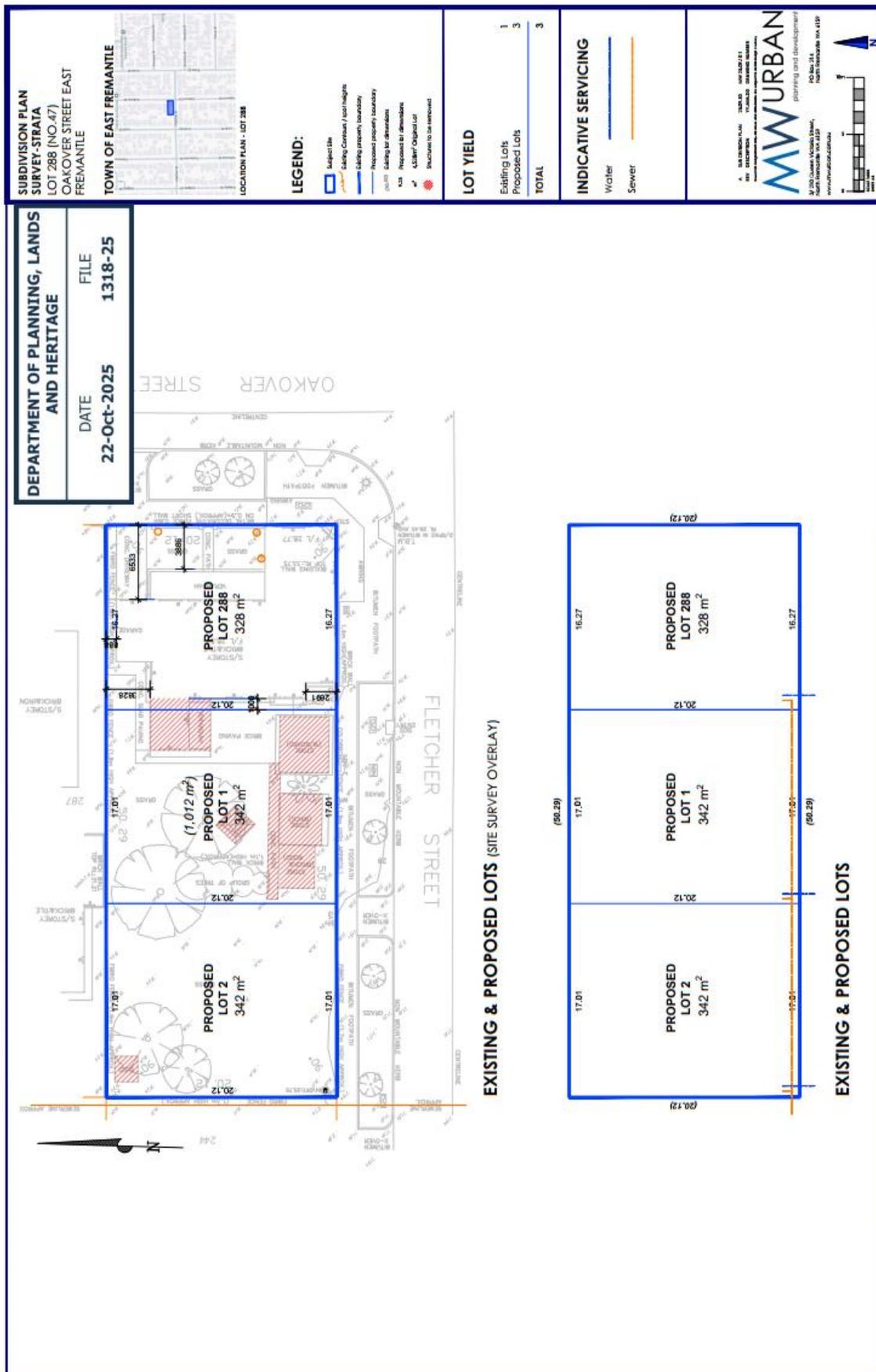
Attachment -2



PLACE RECORD FORM

PRECINCT	Woodside
ADDRESS	47 Oakover Street
PROPERTY NAME	N/A
LOT NO	Lot 288
PLACE TYPE	Shop and residence
CONSTRUCTION DATE	C 1935
ARCHITECTURAL STYLE	Inter-War Free Classical
USE/S	Original Use: Shop and residence/ Current Use: Residence
STATE REGISTER	N/A
OTHER LISTINGS	N/A
MANAGEMENT CATEGORY	Category B
PHYSICAL DESCRIPTION	<p>No 47 Oakover Street is a single storey house and shop constructed in rendered brick. The shop is classically derived with face brick and rendered walls, rendered parapets and a skillion corrugated iron roof. The house is in the Inter-War Bungalow style with rendered walls and a hipped tiled roof.</p> <p>The shop is located on the south east lot boundary. It features a canopy that follows the line of the parapet. There is a corner entry flanked by display windows. The parapet is divided by pilasters and articulated with recessed panels.</p> <p>The residence wraps around the corner shop. The Oakover Street elevation is set back from the street. The Fletcher Street elevation sits on the lot boundary. The front elevation has a full width hip roofed verandah supported on Tuscan columns. There is an offset entry door flanked by sets of casement windows.</p>

	<p>The place retains its form and most of its details. There are additions to the rear and a garage to the north.</p> <p>The place is consistent with the building pattern in the Precinct. The place plays an important role in the pattern of development of a middle class suburb.</p>
HISTORICAL NOTES	<p>Woodside is a relatively cohesive precinct where most of the places were constructed following the subdivision of W.D. Moore's Estate commencing in 1912. Most of the lots were sold between 1912 and 1929 and the majority of buildings were completed in this time. Residences were substantial and of various Federation period styles distinguishing the area from the small worker's cottages of Plympton. The Inter-War Californian Bungalow style residence is also represented in Woodside.</p> <p>The Woodside Precinct remains largely intact in terms of original housing with little infill subdivision or replacement housing.</p>
OWNERS	Unknown
HISTORIC THEME	Occupation - Commercial/Retail
CONSTRUCTION MATERIALS	<p>Walls – Brick and rendered brick</p> <p>Roof – Tiled and corrugated iron sheeting</p>
PHYSICAL SETTING	The place is situated on a flat site with a low rendered brick wall and wrought steel panels on the lot boundary. The shop is situated on the corner lot boundary.
STATEMENT OF SIGNIFICANCE	<p>No 47 Oakover Street is a single storey shop and the attached house is constructed in brick and rendered brick. It has historic and aesthetic value for its contribution to Woodside's high concentration of predominantly Federation period houses and associated buildings. The place contributes to the local community's sense of place.</p> <p>The place has considerable aesthetic value as an Inter-War Free Classical style shop and attached house. The place retains a moderate degree of authenticity and a high degree of integrity.</p> <p>The additions to the rear have no significance.</p>
AESTHETIC SIGNIFICANCE	No 47 Oakover Street has considerable aesthetic value as an Inter-War Free Classical style shop and attached house. It retains most of the characteristic features of a dwelling of the type and period.
HISTORIC SIGNIFICANCE	No 47 Oakover Street has some historic value. It was part of the suburban residential development associated with the expansion of East Fremantle and the subdivision of W. D. Moore's Woodside Estate from 1912.
SCIENTIFIC SIGNIFICANCE	N/A
SOCIAL SIGNIFICANCE	No 47 Oakover Street has some social value. It is associated with a significant area of middle class Federation and Inter-War period development which contributes to the community's sense of place.
RARITY	No 47 Oakover Street is not rare in the immediate context but Woodside has rarity value as a cohesive middle class suburb.
CONDITION	No 47 Oakover Street is in good condition.
INTEGRITY	No 47 Oakover Street retains a high degree of integrity.
AUTHENTICITY	No 47 Oakover Street retains a moderate degree of authenticity.
MAIN SOURCES	



13.2 SWAN YACHT CLUB - SAUNA

Report Reference Number	OCR-3876
Prepared by	James Bannerman Town Planner
Supervised by	Fraser Henderson Executive Manager Regulatory Services
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple majority
Documents tabled	Nil
Attachments	
	1. Location plan
	2. Plans
	3. Photos

PURPOSE

The Swan Yacht Club at Lot 7771 Riverside Road, East Fremantle has made a Form 5 application to the Department of Biodiversity, Conservation and Attractions (DBCA) for the permanent installation and operation of the existing sauna from the Club. The sauna was previously supported by Council 17 June Council meeting and ultimately approved by DBCA as a temporary installation.

As part of DBCA's assessment process the Town of East Fremantle has been requested to provide referral advice to DBCA.

EXECUTIVE SUMMARY

The sauna is located on a floating pontoon on the Swan River that is moored at a jetty within the water lease area (under the control of DBCA) of the Swan Yacht Club which leases land from the Town. The sauna is operated by a separate organisation "Drift."

Council is requested to make a recommendation with regards to this matter noting that the Town is not the decision-making authority, but the local government authority that the Swan Yacht Club operates within, and the owner of the land leased by the Club.

This report recommends that Council advises DBCA it supports the proposal subject to conditions.

BACKGROUND

DA number, DBCA number	P100/25, 2025-3276
Applicant	Swan Yacht Club
Owner	Town of East Fremantle (owner of land not the water upon which the sauna is located)
Zoning	Parks and recreation (in the Swan and Canning Rivers development control area)
Site Area	11034m ²
Heritage	N/A
Fremantle Port Buffer	N/A
Previous Decisions of Council and/or History of Issues	Referral advice provided to DBCA for marquee tent, artificial turf and pop up sea container bar - 18 November 2025 Referral advice provided to DBCA for floating sauna - 17 June 2025 Masterplan presented to Council and referral subsequently provided to DBCA - 17 July 2023 DA P004/23 – roof extension – 9 June 2023

	DA P030/19 – installation of light poles – 11 June 2019 DA P134/14 – renovation and extension of clubhouse, redevelopment of surrounds – 2 February 2016 DA P142/12 – new clubhouse and site improvements (withdrawn) – 12 June 2012 DA P183/11 – clubhouse - 21 February 2014
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CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Planning Scheme No 3 (LPS 3)
 Swan and Canning Rivers Management Act 2006
 Swan and Canning Rivers Management Regulations 2007

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

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

Built Environment

Accessible, well planned built landscapes which are in balance with the Town’s unique heritage and open spaces.

- 3.1 Facilitates sustainable growth with housing options to meet future community needs.
 - 3.1.1 Advocate for a desirable planning and community outcome for all major strategic development sites.
 - 3.1.2 Plan for a mix of inclusive diversified housing options.
 - 3.1.3 Plan for improved streetscapes.
- 3.2 Maintaining and enhancing the Town’s character.
 - 3.2.1 Ensure appropriate planning policies to protect the Town’s existing built form.
- 3.3 Plan and maintain the Town’s assets to ensure they are accessible, inviting and well connected.
 - 3.3.1 Continue to improve asset management within resource capabilities.
 - 3.3.2 Plan and advocate for improved access and connectivity.

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)
Compliance with Swan and Canning Rivers Management Act 2006 and associated regulations	Possible (3)	Minor (2)	Moderate (5-9)	ENVIRONMENT Contained, reversible impact managed by onsite response	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	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

The site was inspected.

COMMENT

The Swan Yacht Club at Lot 7771 Riverside Road, East Fremantle has made a Form 5 application to the Department of Biodiversity, Conservation and Attractions (DBCA) for the permanent installation and operation of the existing sauna from the Club.

The sauna is located on a pontoon floating on the Swan River moored at a jetty at the Club. The sauna is operated by a third-party organisation separate from the Club ("Drift").

As part of DBCA's assessment process the Town of East Fremantle has been requested to provide referral advice to DBCA.

Council is requested to make a recommendation with regards to this matter noting that the Town is not the decision-making authority, but the local government authority that the Swan Yacht Club operates within (and the owner of the land leased by the Club), and can provide advice to DBCA regarding any applications for development.

The land the club is located on is zoned parks and recreation under the Metropolitan Region Scheme, as well as the waters of the Swan River and within the development control area of the Swan River area that is under the decision making control (for development purposes) of DBCA. Information has been provided by the applicant (Swan Yacht Club) to operate the sauna through a third party "Drift".

The sauna operation will be located within the Swan Yacht Club water lease area which is outside the land lease area of the Town.

The sauna is located on a floating pontoon structure between the shore and the start of Jetty 3. The sauna can accommodate up to ten people at a time, and is open to both Club members and broader community members daily.

The floating pontoon is comprised of an aluminium frame with plastic flotation units and timber decking. The pontoon with the sauna above is proposed to have a height of 3.3m above the water. The sauna module measures 5m by 2.5m. Access is restricted via a pedestrian gangway connected to the existing Jetty 3. Entry will be supervised by operational staff and controlled through the security gate. No additional lighting will be required as the sauna facility will operate during daylight hours.

It is noted that this proposal was not included in the master plan that was presented to the Town and supported by Council in July 2023 and later approved by DBCA.

There are no specific Town policies that provide guidance on assessing development on the water at the Swan Yacht Club noting that the Town is not a decisionmaker for development applications inside the Swan River development control area and the masterplan that was previously presented and supported by Council was silent on the proposed sauna. Nonetheless, it can be stated that the sauna is smaller and lower than many boats that are stored in mooring pens at the Club and will have minimal impacts on the aesthetics of the pen area or the river as it will blend into the pens and as it is adjacent to the shore will not be noticeable from the river side of the mooring area.

Currently parking at the Club is unrestricted in terms of who can use it – members and non-members. There is significant overflow parking available on Riverside Road, and in the neighbouring public car park between the Club and John Tonkin Reserve. With ten people using the sauna at any one time there is the potential for an additional ten bays being required, however, given that sauna sessions will be timed there will be people entering and exiting the facility frequently. After 6 months of temporary operation there has not been any reports of parking issues from the operation of the sauna.

Conditions have been recommended to manage issues associated with soaps and detergents entering the river and mitigate the negative environmental impacts of these on the health of the river. Given that the sauna is proposed to be a permanent installation it is considered that these are appropriate measures.

CONCLUSION

It is recommended that Council provides DBCA with a referral response that supports the proposed pontoon sauna, with conditions that help control and mitigate negative consequences from the proposed installation of the pontoon sauna.

13.2 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 060912

OFFICER RECOMMENDATION:

Moved Cr Maywood, seconded Cr Boyd

That Council advises the Department of Biodiversity, Conservation and Attractions that:

- A. the proposed pontoon sauna is supported; and**
- B. the proposed permanent installation of the pontoon sauna within the Swan River water lease area at the Swan Yacht Club, East Fremantle in accordance with the plans and information submitted on 26 November 2025 is supported subject to the following advice and conditions:**
 - 1. Works are to be constructed in conformity with the drawings and written information submitted on 26 November 2025, other than where varied in compliance with the conditions of any subsequent approvals.**
 - 2. The applicant is to provide written verification from a licensed plumber and the Water Corporation that the subject site is connected to water and drainage infrastructure in accordance with Water Corporation requirements.**
 - 3. All wastewater, including water from showers, is to be contained or piped off the pontoon after use and disposed of in accordance with the requirements of Water Corporation, the Department of Health WA, Environmental Protection (Unauthorised Discharges) Regulations 2004 and Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974.**
 - 4. No patrons or employees or contractors are to use soaps, shampoos, gels, detergents, disinfectants, cleaning agents or any other chemicals to wash themselves while on the pontoon or for cleaning the pontoon. Drift saunas shall have a written policy in this regard that is provided to all patrons and contractors.**
 - 5. All structures are to be kept clean and free of graffiti and vandalism, and any graffiti or vandalism is to be remedied within 24 hours to the satisfaction of the Town.**
 - 6. No additional signage or advertising is approved. A separate application for additional signage or advertising is required to be submitted for consideration by the Town of East Fremantle and the Department of Biodiversity, Conservation and Attractions.**
 - 7. Changes are not to be made in respect of the plans which have received approval, without those changes being specifically marked for the attention of the Town of East Fremantle and the Department of Biodiversity, Conservation and Attractions.**

Advice Notes:

- (a) The Swan Yacht Club site has been identified as a potentially contaminated site on the Town of East Fremantle Contaminated Sites Register. Should contamination be confirmed at the property in the future, remediation will be required in accordance with the Environmental Protection Act 1986.**
- (b) This decision does not include acknowledgement or approval of any unauthorised development which may be on the site.**
- (c) All noise levels produced by the construction of the development are to comply with the provisions of the Environmental Protection (Noise) Regulations 1997 (as amended)**

CARRIED UNANIMOUSLY 8:0

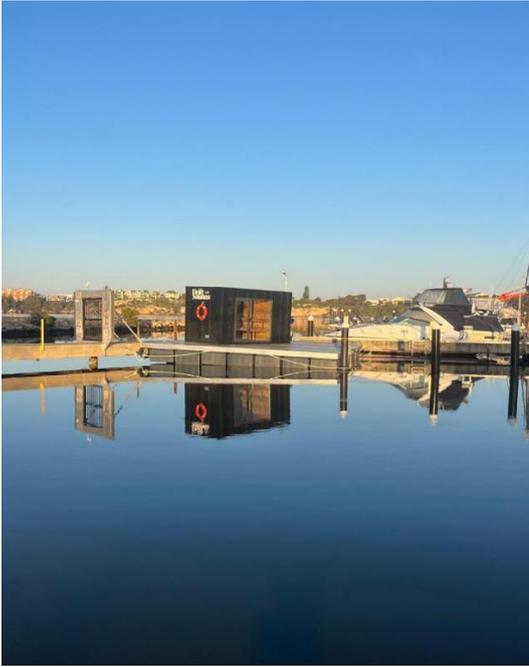
For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

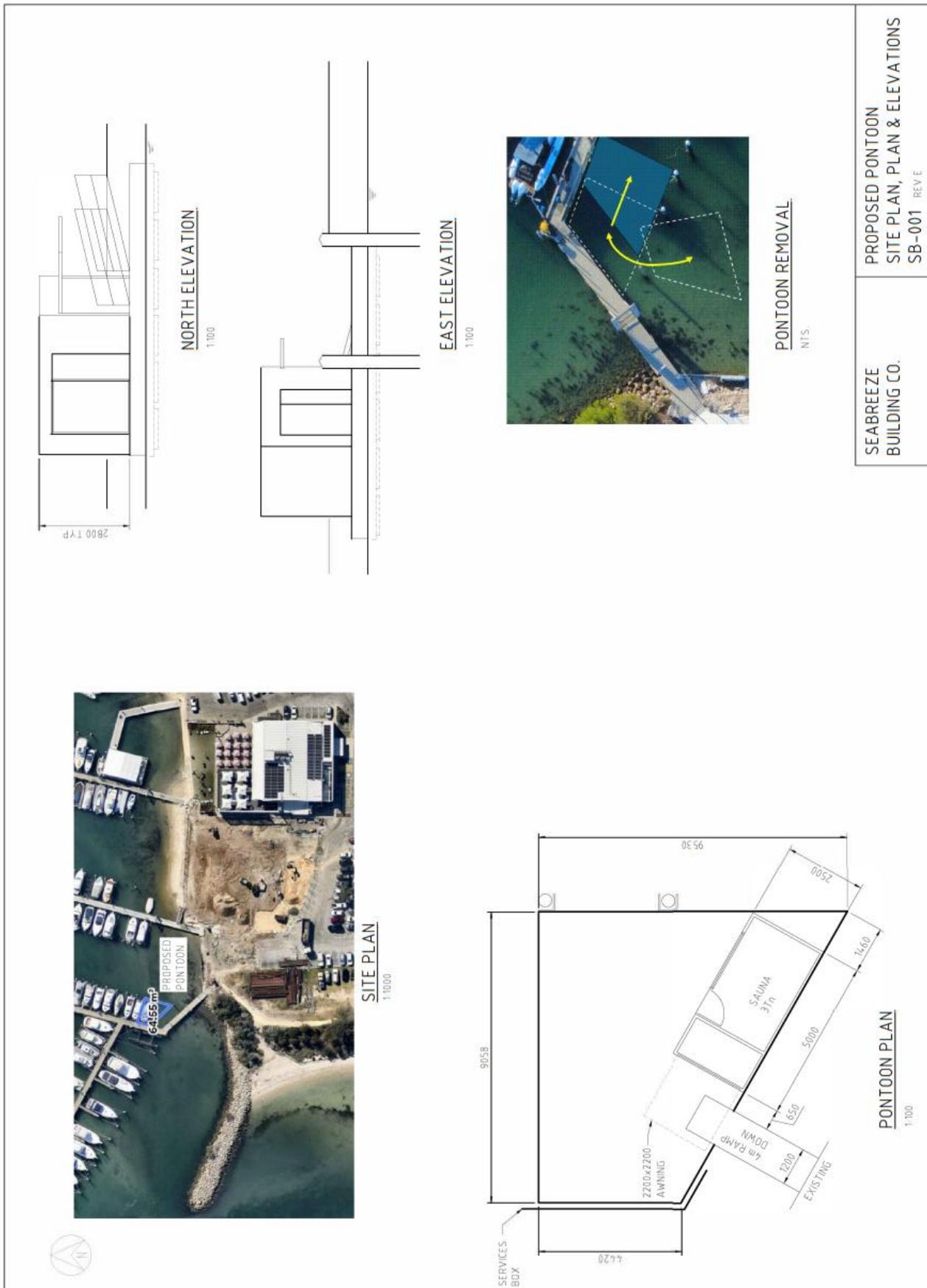
Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

Photos





SEABREEZE BUILDING CO.
 PROPOSED PONTOON SITE PLAN, PLAN & ELEVATIONS
 SB-001 REV E

13.3 FREMANTLE CITY FOOTBALL CLUB LEASE

Report Reference Number	OCR-3878
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple
Documents tabled	Nil

Attachments

1. Deed of Surrender of Lease: Pt Reserve 22365, Wauhop Park
2. Draft Lease Agreement: Pt Reserve 22365, Wauhop Park
3. Tricolore Building Floor Plan

PURPOSE

Council is requested to approve the attached Deed of Surrender of Lease and new Lease Agreement between the Town of East Fremantle and Fremantle National Premier League Football Association for that portion of Reserve 22365, Wauhop Park.

Council is also requested to authorise the Mayor and Chief Executive Officer to sign and affix the Common Seal to the documents, once the letter of consent has been received from the Minister for Lands.

EXECUTIVE SUMMARY

Following the refurbishment of the Changerooms and the Tricolore Community Hall at Wauhop Park, the Fremantle City Football Club requested exclusive rights to those parts of the Tricolore Community Hall that have been specifically re-purposed for the use of the Club – refer to the attached floor plan (Office area, Meeting Room and Gym). Under Landgate’s rules, if the leased premises area is increased, then a new lease granting the additional area of land is required (as opposed to a Deed of Variation to Lease).

Thus, there were two options available to deal with this matter:

- (i) The Fremantle City Football Club retain their existing lease (over the changerooms and grounds) and a new lease is granted for the additional building area in the Tricolore Community Hall.
- (ii) The Fremantle City Football Club surrenders the existing lease, and a new lease is granted on varied terms including the varied area.

Option 2 was considered the most satisfactory and efficient outcome. Hence, a Deed of Surrender and new Lease Agreement is appended to this report for Council approval.

BACKGROUND

At its Ordinary Meeting of February 2019, Council considered a request from the Fremantle City Football Club to have a formal lease and authorised the Chief Executive Officer to finalise lease terms including a 20-year term.

In line with the Town of East Fremantle Property Management Framework, the initial rent amount was set at \$2,297pa plus outgoings.

A lease was subsequently prepared and executed on the 16 July 2020.

CONSULTATION

Chief Executive Officer
President, Fremantle City Football Club
McLeods Lawyers

STATUTORY ENVIRONMENT

Section 3.58 of the *Local Government Act 1995* (LGA) deals with the disposal (which includes lease) of local government property.

Regulation 30 of the *Local Government (Functions and General) Regulations 1996* details exemptions from section 3.58 of the LGA, which includes the following relevant exemption:

- (b) **the land is disposed of to a body, whether incorporated or not —**
 - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, **recreational, sporting** or other like nature; **and**
 - (ii) **the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;**

The Management Order for Reserve 22365 provides the Town with the ability to lease the property for up to 21 years with the requirement for Minister for Land's consent as per s.18 of the *Land Administration Act 1997*.

POLICY IMPLICATIONS

Council has adopted the Town of East Fremantle Property Management Framework which provides guidelines for community leases. Section 6.3.4 of this document is copied below:

6.3.4 Not-for-Profit Community Groups

Not-for-Profit Community Groups are defined as those which are incorporated under the *Associations Incorporation Act 1987* and have their primary base of operation located within the Town of East Fremantle. In general, *Not-for-Profit Community Groups* will only be permitted to lease or licence facilities which are located on property held for *Community Purposes*. As such, where appropriate, these organisations will be granted a lease or licence at a subsidised rate in recognition of their perceived benefit to the community and their ability to pay.

The following additional tenure guidelines apply specifically to *Not-for-Profit Community Groups* (with the exception of current leases where conditions are grandfathered as per the existing lease):

- a. Rental will be set at 0.1% of the capital cost of the leased/licensed property (i.e. replacement value) determined by a licensed valuer and reviewed at the end of the lease/licence agreement. A minimum lease fee of \$1,000 will apply if the calculated rent is a lesser amount.
 - i. Subsidised rental of the above rental charge may be granted to groups who contribute at least 30% of the cost of the construction of the building; this will be determined by the Council on a case-by-case basis. Subsidy may be up to 50%.
 - ii. Subsidised rental may be granted to other groups in special circumstances; this will be determined by the Council on a case-by-case basis. Subsidy may be up to 100%.
- b. Leases/licences will only be granted to groups which are incorporated under the *Associations Incorporation Act 1987*.
- c. Main responsibilities of lessor/licensor (Town of East Fremantle):
 - i. Lessor/licensor (Town of East Fremantle) will be responsible for covering the cost of building insurance for the leased/licensed area.
- d. Lessees/licensees are required to acknowledge these subsidised lease/licence conditions in promotional materials and letters etc.

FINANCIAL IMPLICATIONS

Legal costs of approximately \$3,300 have been incurred on providing advice on this matter and drafting documents. A final invoice is to be received, and the total cost will be approximately \$4,500. It is recommended that the Town bear this cost as the new lease is attributed to the redevelopment of Tricolore (not dissimilar to the Town absorbing legal costs for the drafting of agreements with sporting clubs at EFCP).

STRATEGIC IMPLICATIONS

Town of East Fremantle Strategic Community Plan 2020 – 2030

Strategic Priority 1: Social

1.2.1 Provision of adequate facilities to support healthy and active lifestyles

1.3.3 Facilitate community group capacity building

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 approve the new lease or seeks to vary the terms and conditions of the lease	Possible (3)	Major (4)	High (10-16)	REPUTATIONAL Substantiated, public embarrassment, moderate impact, moderate news profile	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	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	12
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

Over the last two years, a significant investment has been made by the State Government, Town of East Fremantle and the Fremantle City Football Club to upgrade buildings and amenities at Wauhop Park:

- \$1,166,076 ex GST expended on upgrading the changerooms (\$800,000 DLGSC, \$256,985 ToEF, \$109,091 FCFC)
- An additional \$300,000 in State Government funding to undertake external works at Wauhop Park:
 - Main pitch fencing
 - Safety fencing
 - Player dug outs
 - Replacement nets
 - Player race
 - Scoreboard and signage
- A budget of \$33,000 including a further contribution of \$22,000 from the ToEF to refurbish the Tricolore Community Hall as per the attached floor plan.

Wauhop Park is home to the Fremantle City Football Club, and a long-term lease recognises the above level of investment.

As explained earlier in the report, a new lease is required between the Town and the Club due to the required increase in lease footprint. The new lease includes the exact same terms and conditions as the existing lease. There are, however, six (6) key amendments:

- Clause 5.3 Agreed Hours and 5.4 Common Areas – these clauses detail community access requirements, with the Community Hall to be administered by the Club for community bookings between 7.00am to 4.00pm, Monday to Friday.
- The inclusion of the maintenance schedule referenced in clause 12.2.
- The Lease Schedule now includes conditions for Community Bookings and the Town’s requested priority usage for one day a week to support delivery of the Town’s Neighbourhood Link Service (Day Centre Activities).
- Amended Lease Premises Plan.
- Inclusion of Annexure 2 being the Maintenance Schedule to clarify responsibilities with regards to maintenance and repair.
- Designation of the Tricolore Community Building as the Welfare Centre in the event of a declared emergency.

The Executive Committee of Fremantle City Football Club has endorsed both documents.

CONCLUSION

Council is requested to approve the new lease between the Town of East Fremantle and Fremantle City Football Club. It is anticipated that Tricolore Community Hall will become available for community bookings early in 2026, at which time the Town can actively refer community groups to the Club’s booking officer. Fees and charges for hire will be in accordance with Council’s adopted schedule of fees and charges. Should Council wish to consider a different fee structure, this can be reviewed when the 2026-27 Schedule of Fees and Charges is developed.

- Hire of Tricolore Rooms – per hour
 - Commercial \$52.36
 - Not for Profit \$26.18
 - Neighbourhood Link– Free of Charge

Should Council also be of the view that other not for profit community groups be eligible for a fee ‘waiver’, these community groups may apply to the Chief Executive Officer on a case-by-case basis. Like the Probus arrangement for EFCP, should a ‘waiver’ be granted, the Town would be invoiced directly to cover the hire charge. This assists with record keeping and keeping track of funding support for individual groups.

13.3 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 070912

OFFICER RECOMMENDATION:

Moved Cr Wilson, seconded Cr Maywood

That Council, with respect to land use arrangements between the Town of East Fremantle and the Fremantle City Football Club for that portion of Reserve 22365, Wauhopp Park:

- (i) approves the Deed of Surrender of Lease as presented.**
- (ii) approves the new Lease as presented noting this is an exempt property disposal under Regulation 30 of the *Local Government (Functions and General) Regulations 1996*.**
- (iii) authorises the Chief Executive Officer and the Mayor to sign and affix the Common Seal to the above documents once the letter of consent has been received from the Minister for Lands.**

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

Deed of Surrender of Lease: Pt Reserve 22365, Wauhop Park

Town of East Fremantle

The Fremantle National Premier League (NPL)
Football Association (Inc)



McLEODS

Stirling Law Chambers | 220 Stirling Highway
CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: DFN:MM:ESTFREO-42697

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Details

Parties

Town of East Fremantle

of 135 Canning Highway, East Fremantle, Western Australia
(Lessor)

The Fremantle National Premier League (NPL) Football Association (Inc)

of PO Box 320, Hamilton Hill, Western Australia
Registration Number: A1019743J
(Lessee)

Background:

- A The Lessee has a leasehold estate in the Premises, pursuant to the Lease.
- B The Lessor is vested with care, control and management of the Land on which the Premises are located.
- C The Parties have agreed to surrender the Lease subject to the provisions of this Deed, and on the basis that the Parties will enter into a new lease agreement for a portion of the Land.
- D The Parties enter into this deed to set out the terms and conditions of the surrender of the Lease.

Agreed terms

1. Defined Terms and Interpretation

- (1) Unless otherwise required by the context or subject matter the following words have these meanings in this Deed:

Land means the land described in **Item 20** of the Schedule;

Lease means the lease specified in Error! Reference source not found. of the Schedule as amended, assigned or extended by any other document specified in **Item 1**;

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

Premises means the premises described in Error! Reference source not found. of the Schedule;

Rent means the annual rent payable under the Lease;

Schedule means the Schedule to this Deed;

Term means the term of the Lease;

- (2) Unless the contrary intention appears words defined in the Lease have the same meaning when used in this Deed.

- (3) In this Deed unless the contrary intention appears:

- (a) reference to a person includes a reference to that person's personal representatives, successors and assigns;
- (b) reference to a person includes a natural person, partnership, trust, association and company;
- (c) the singular includes the plural and vice versa;
- (d) a word importing a gender includes each other gender;
- (e) reference to a company includes any incorporated body of any description;
- (f) an obligation or representation on the part of two or more persons binds them jointly and severally;
- (g) an obligation or representation in favour of two or more persons is for the benefit of them jointly and severally;
- (h) if a period of time is specified and is from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) reference to a recital, clause or schedule is a reference to a recital, clause or schedule in this Deed and a reference to this Deed includes recitals and schedules;

- (j) reference to any statute in this Deed includes a reference to that statute as amended, modified or replaced and includes orders, ordinances, regulations, rules and local laws made under or pursuant to that statute;
 - (k) reference to the provisions of a document or part of a document includes a reference to all the terms, covenants, conditions, stipulations and reservations contained or implied in that document or in that part of a document; and
 - (l) unless repugnant to the sense or context a reference to a party includes that party's executors, administrators, personal representatives, successors and assigns and if a party comprises two or more persons the executors, administrators, personal representatives, successors and assigns of each of those persons.
- (4) Headings are inserted for convenience only and do not affect the interpretation of this Deed.

2. Surrender of Lease

As from the date shown in Error! Reference source not found. of the Schedule (**Surrender Date**) the Lessee surrenders the Lease and all rights, powers and privileges contained in the Lease.

3. Acceptance of Surrender

The Lessor accepts the Lessee's surrender of the Lease made pursuant to **clause 1** of this Deed.

4. Release of Lessee

The Lessor releases the Lessee from the Lessee's Covenants under the Lease in respect of the Premises arising after the Surrender Date.

5. Release of Lessor

The Lessee releases the Lessor from the Lessor's Covenants under the Lease in respect of the Premises arising after the Surrender Date.

6. Continued Liability

The surrender referred to in **clause 1** shall not include a release by the Lessor of the Lessee's liability for any breaches of the Lease that may have occurred or may occur prior to the Surrender Date.

7. Costs

The Lessee shall pay the legal costs of the Lessor in relation to the preparation, drafting and execution of this Deed.

Schedule

Item 1 Lease

A lease dated 16 July 2020 between the Town of East Fremantle as Lessor and The Fremantle National Premier League (NPL) Football Association (Inc) as Lessee for a term of twenty-one (21) years commencing on 3 July 2020, a copy of which is annexed as **Annexure 1**

Item 2 Land and Premises

(a) Land

Reserve 22365, Lot 300 on Deposited Plan 44502 being the whole of the land comprised in Qualified Certificate of Crown Land Title Volume LR3139 Folio 502.

(b) Premises

That part of the Land identified as the 'Change rooms & Facilities' on the plan annexed to the Lease as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 3 Surrender Date

[TBC]

Signing page

EXECUTED by the parties as a Deed on the _____ day of _____ 2025

The **COMMON SEAL** of the **TOWN OF EAST FREMANTLE** is affixed in the presence of -

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of **THE FREMANTLE NATIONAL PREMIER LEAGUE (NPL) FOOTBALL ASSOCIATION (INC)** (the Lessee) was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 - Lease

FORM LC1

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

That part of Reserve 22365, Lot 300 on Deposited Plan 44502 as shown delineated and identified as 'change rooms and facilities' on the plan annexed to this Lease as **Annexure 1**.

EXTENT

Part

VOLUME

LR3169

FOLIO

502

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Reserve 22365 for the purpose of 'Park & Recreation'; J088221 Management Order.

LESSOR (NOTE 3)

TOWN OF EAST FREMANTLE of PO Box 1097 FREMANTLE WA 6959

LESSEE (NOTE 4)

THE FREMANTLE NATIONAL PREMIER LEAGUE (NPL) FOOTBALL ASSOCIATION (INC) of
PO Box 320 HAMILTON HILL WA

TERM OF LEASE (NOTE 5)

21 years commencing on the date specified in **Item 4** of the Schedule to this Lease.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7): Two thousand two hundred and ninety seven dollars payable (Note 8): per annum.

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

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Lease: Pt Reserve 22365, Wauhop Park

Town of East Fremantle

The Fremantle National Premier League (NPL)
Football Association (Inc)



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: LMC:East Freo:42697

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Details

Parties

Town of East Fremantle

of 135 Canning Highway, East Fremantle, Western Australia
(Lessor)

The Fremantle National Premier League (NPL) Football Association (Inc)

of PO Box 320, Hamilton Hill, Western Australia
Registration Number: A1019743J
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a Management Order.
- B Subject to the consent of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

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

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

Agreed Hours is defined in **clause 5.3**;

Authorised Person means:

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

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

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

Community Hall means the building located on the Land and commonly known as the "Tricolore Community Hall" as shown more particularly on the plan annexed to this Lease as **Annexure 1**;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

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

Dispute means any dispute, controversy or claim arising out of or in relation to this Lease;

Dispute Notice means a written notice served under **clause 26**;

Dispute Resolution Representative means the Lessee's Dispute Resolution Representative or the CEO according to the context and a reference to Dispute Resolution Representatives is a reference to both of them;

Environmental Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

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

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

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being the interest rate adopted by the Lessor on money owing to the local government each year for its annual budget. The Lessee acknowledges that for the 2019-2020 financial year the Interest Rate is 11%;

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

Lease means this lease and any equitable or common law tenancy evidenced by this document as supplemented, amended or varied from time to time;

Lessee's Agents includes:

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

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

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

Lessee's Dispute Resolution Representative means the person nominated by the Lessee from time to time to be the Lessee's dispute resolution representative;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of 'Park & Recreation';

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

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

Ovals means those parts of the Land shown delineated on the plan annexed to this Lease as **Annexure 1** and for the avoidance of doubt includes the "Henry Jeffery Oval";

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

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

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

Schedule means the Schedule to this Lease;

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

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

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;

- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Minister for Lands' Consent

This Lease is subject to and conditional on the prior consent of the Minister for Lands under the *Land Administration Act 1997*. A copy of the Minister's approval is attached as **Annexure 2**.

4. Grant of Lease

The Lessor, subject to **clause 3** of this Lease, the Lessor leases to the Lessee the Premises for the Term subject to:

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

5. Grant of Licence

5.1 Grant of Licence

- (1) The Lessor grants to the Lessee a licence of the Ovals and Community Hall in connection with the Permitted Purpose for the Term and during the Agreed Hours.
- (2) The Lessee must comply with all reasonable requests and conditions that may be imposed by the Lessor from time to time in relation to the Lessee's use of the Ovals and Community Hall.

5.2 Cleaning and maintenance

- (1) After each period of use, the Lessee must ensure that the Ovals and Community Hall are left in a clean and tidy state, unobstructed and free from dirt and rubbish.
- (2) Without limiting **clause 5.1(2)**, if requested to do so by the Lessor, the Lessee must at its cost arrange for any carpets and floor coverings in the Community Hall as directed by the Lessor to be professionally cleaned as soon as reasonably practicable after the Lessor's request.
- (3) The Lessee shall not do or omit to do any act or thing which might cause or allow the Ovals or Community Hall:
 - (a) to deteriorate or become impaired (fair wear and tear excepted);
 - (b) to be in a good condition other than in a good and sanitary condition; or
 - (c) to be obstructed.
- (4) The Lessor and the Lessee acknowledge and agree that for so long as the Lessee uses the Ovals and Community Hall the provisions of this Lease will apply to the use of the Ovals and the Community Hall by the Lessee with necessary changes so as to sensibly apply to this clause.

5.3 Agreed Hours

- (1) The Lessee is to use the Ovals and Community Hall only on days and during hours agreed in advance with the Lessor from time to time (**Agreed Hours**).
- (2) The Lessee must advise the Lessor in writing of its preferred hours for the following calendar year by 1 December in each year of the Lease.

- (3) The Lessee acknowledges and agrees with the Lessor, that the Lessee will not be permitted to use the Community Hall on the following days and times:
- (a) Monday to Friday, between the hours of 7:00am to 5:00pm;
 - (b) Thursday, between the hours of 5:00pm to 9:30pm; and
 - (c) Friday, between the hours of 4:30pm until 6:30pm.
- (4) Notwithstanding any other provision of this clause, the Lessee acknowledges and agrees with the Lessor that:
- (a) its use of the Ovals and Community Hall is non-exclusive and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Lessee any estate or interest in the Ovals or Community Hall or any right of exclusive possession; and
 - (b) if at any time (including during the Agreed Hours) the Lessor requires the use of the Community Hall for community or public purposes, the Lessor may on at least seven (7) days prior written notice to the Lessee require the Lessee to permit the Lessor to have access to, and use of, the Community Hall. To avoid doubt, the Lessee will not be permitted to use the Community Hall during the times specified in the Lessor's notice. No fee or compensation whatsoever shall be payable by the Lessor to the Lessee in relation to the Lessor's use of the Community Hall under this clause.

5.4 Damage to Ovals or Community Hall

The Lessee must make good any damage to the Ovals or Community Hall or any fixture, or fitting appurtenance, service therein caused by any act or omission of, or on the part of, the Lessee or any of the Lessee's Agents or by any breach of this Lease by the Lessee.

5.5 No assignment

The grant of licence is personal to the Lessee and the Lessee must not sublet or assign its rights under this clause.

5.6 Oval Floodlights

- (1) The Lessee is responsible for all electricity consumed in relation to and incidental to the operation of the floodlights on the Oval (**Oval Floodlights**).
- (2) The parties acknowledge that the supply of electricity to the Oval Floodlights is made through a dedicated usage meter so that the Lessee can be directly accountable to the relevant authority for the payment of electricity consumed by it. The Lessee must ensure that any account for all charges in respect of electricity consumed in relation to and incidental to the operation of the Oval Floodlights are taken out and issued in the name of the Lessee.

5.7 Acknowledgements

The Lessee acknowledges and agrees that:

- (a) it has use of the Ovals and Community Hall during the Agreed Hours and that other users may be permitted to use the Ovals and/or Community Hall at other times;
- (b) it must book its use of Ovals and Community Hall through the Lessor's booking system outside of the Agreed Hours; and

- (c) the Agreed Hours may be modified from time to time provided any proposed modification is agreed in advance with the Lessor and recorded in the Lessor's booking system.

6. Quiet Enjoyment

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

7. Rent and Other Payments

7.1 Rent

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

7.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 9.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 7.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

7.3 Interest

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

7.4 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 7.4 or any matter arising out of this Lease.

7.5 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

8. Rent Review

8.1 Rent to be reviewed

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

8.2 Methods of review

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

8.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with clause 8.4.

8.4 Market Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this clause 8, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

8.5 Rent will not decrease

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

8.6 Lessor's right to review

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

9. Insurance

9.1 Insurance required

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

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

9.2 Building insurance to be effected by Lessor

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

9.3 Details and receipts

In respect of the insurances required by **clause 9.1** the Lessee must:

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

9.4 Excess on insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 9.1** and **clause 9.2**.

9.5 Not to invalidate

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

- (a) render any insurance effected under **clause 9.1** and **clause 9.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

9.6 Report

The Lessee must report to the Lessor promptly in writing and in an emergency verbally:

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

9.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 9.2**.

9.8 Lessor as attorney

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

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 9**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 9**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

10. Indemnity

10.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.

- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

10.2 Indemnity

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

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

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

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

10.3 Obligations continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under clause 10.2 will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10.4 No indemnity for Lessor's negligence or default

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor against any loss, damage, expense, action or claim directly caused or contributed to (to the extent of that contribution) by the negligence or default of the Lessor or any Authorised Person.

10.5 Release

- (1) The Lessee:
 - (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,except to the extent that such loss or damage is directly caused or contributed to (to the extent of that contribution) by the negligence or default of the Lessor or any Authorised Person.
- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

11. Limit of Lessor's liability

11.1 No liability for loss on Premises

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

11.2 Limit on liability for breach of Lessor's Covenants

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

12. Maintenance, Repair and Cleaning

12.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear; and

- (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or any of the Lessee's Agents), or by the Lessee's particular use or occupancy of the Premises or the Lessor's insurances invalidated by any act, omission, neglect or default by the Lessee (or the Lessee's Agents).
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,
- in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

12.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

12.3 Repair

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

12.4 Responsibility for securing the Premises

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

12.5 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.

- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

12.6 Lessor's Fixtures and Fittings

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

12.7 Pest control

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

12.8 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) Any person engaged by the Lessee to paint the Premises must:
- (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12.9 Drains

- (1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

13. Use

13.1 Restrictions on use

(1) **Generally**

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

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

(2) **No offensive or illegal acts**

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

(3) **No nuisance**

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

(4) **No dangerous substances**

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

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

(5) **No harm or stress**

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

(6) **No signs**

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

(7) **No smoking**

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

(8) **Removal of rubbish**

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

(9) **No pollution**

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

13.2 No warranty

The Lessor gives no warranty:

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

13.3 Lessee to observe copyright

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

13.4 Premises subject to restriction

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

13.5 Indemnity for costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this clause 13.

14. Alcohol

14.1 Liquor Licence

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

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises clause 16 shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Control Regulations*

1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

15. Minimise Nuisance to Neighbours

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

16. Alterations

16.1 Restriction

The Lessee must not without prior written consent:

- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in **clause 12**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

16.2 Consent

If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 16.1** the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause 16.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

16.3 Cost of works

All works undertaken under this **clause 16** will be carried out at the Lessee's expense.

16.4 Conditions

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

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

17. Lessor's Right of Entry

17.1 Entry on reasonable notice

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

- (a) at all reasonable times;
- (b) with or without workmen and others; and
- (c) with or without plant, equipment, machinery and materials;

for each of the following purposes:

- (a) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (b) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (c) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (d) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 17.1(d)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

17.2 Costs of rectifying breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 17.1(d)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

18. Statutory Obligations and Notices

18.1 Comply with statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 13**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

18.2 Safety and testing obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 18.2(1)**, the Lessee acknowledges that it will be required to, amongst other things comply with the requirements of the *Occupational Safety and Health Act 1984* (WA), including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person.
- (3) The Lessor agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to undertake the following safety tests and checks on the Premises:
 - (a) compliance with all relevant requirements of the Department of Fire and Emergency Services (DFES) including without limitation the requirement to ensure that all fire protection and fire-fighting equipment located, or installed at or on the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
 - (b) ensuring that the emergency/exit lighting systems on the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

18.3 Indemnity if Lessee fails to comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 18.1** or **clause 18.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 18.1** or **clause 18.2**.

19. Report to Lessor

The Lessee must immediately report to the Lessor:

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

20. Default

20.1 Events of Default

A default occurs if:

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

20.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 20.1** the Lessor may:

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

and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 23**,

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

20.3 Lessor may remedy breach

If the Lessee:

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

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

20.4 Acceptance of Amount Payable by Lessor

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

20.5 Essential Terms

Each of the Lessee's Covenants in **clauses 7** (Rent and Other Payments), **9** (Insurance), **10** (Indemnity), **12** (Maintenance, Repair and Cleaning), **13** (Use), **25** (Assignment, Subletting and Charging) and **30** (Goods and Services Tax), is an essential term of this Lease but this **clause 20.5** does not mean or imply that there are no other essential terms in this Lease.

20.6 Breach of Essential Terms

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or

reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 20.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 20.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

21. Damage or destruction of Premises

21.1 Abatement of Rent

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

21.2 Total damage or destruction

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

22. Option to renew

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

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

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 22** in respect of any Further Term

previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

23. Holding over

- (1) If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.
- (2) In the event that the Lessee is permitted to hold over the Premises pursuant to paragraph (1) above, the Parties acknowledge and agree that:
 - (a) the Rent will continue to be reviewed in accordance with clause 8;
 - (b) the Lessee is obliged during any holding over period to pay any other outgoings payable by the Lessee under this Lease as if the holding over period was included in the Term;
 - (c) any rental amounts paid under the holding over provision of this Lease must be paid monthly in advance; and
 - (d) either the Lessee or Lessor may give notice to the other, at any time, to terminate the monthly tenancy and termination will take effect one month after the date of service of that notice.
- (3) If the Lessee is granted a new lease of the Premises following the expiration of the Term of this Lease, the Parties acknowledge and agree that the Lessee will as a condition of the grant of the new lease be required to pay the new rental amount payable under the new lease from the date of expiration of this Lease, and in that regard the Lessee must pay to the Lessor any difference or shortfall between the rental amounts paid under the holding over provision of this Lease and the new rental amount payable under the new lease, at the time of executing the new lease.

24. Obligations on Termination of Lease

24.1 Yielding up

- (1) On the expiration of the Term or within 1 month after the earlier determination of this Lease, the Lessee must:
 - (a) surrender peaceably and yield up the Premises to the Lessor:
 - (i) clean;
 - (ii) free from rubbish, debris and other material; and
 - (iii) in a state of repair and condition,

consistent with the performance by the Lessee of the Lessee's Covenants, fair wear and tear excluded, under this Lease and give to the Lessor all keys and security devices and combinations for locks providing access to or within the Premises held by the Lessee whether or not provided by the Lessor;
 - (b) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Premises, to the reasonable satisfaction of the Lessor;

- (c) remove all property of the Lessee including the Lessee's signs, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (except for any fixtures, fittings or any other property which are an integral part of or relate to services on, the Premises unless otherwise required by the Lessor) (**Lessee's Property**) to the Lessor's reasonable satisfaction;
- (d) promptly make good to the reasonable satisfaction of the Lessor any damage caused by the removal in **clause 24.1(1)(c)**; and
- (e) promptly make good and rehabilitate the Premises and the surrounding land arising from, or connected with, the use and occupation of the Premises by the Lessee.

24.2 Lessor can remove Lessee's Property on re-entry

- (1) On re-entry the Lessor will have the right to remove from the Premises the Lessee's Property and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing the Lessee's Property.
- (2) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice (**Abandonment Notice**) requiring the Lessee to remove all Lessee's Property not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have seven (7) days within which to remove all Remaining Items and failing removal within that seven (7) day period, all Remaining Items still on the Land or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed of at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

24.3 Lessee's acknowledgment

- (1) The Lessee acknowledges and agrees that following Termination of this Lease, ownership of all fixtures, buildings and similar such improvements on or brought on to the Premises at any time during the term by the Lessee will vest in the Lessor free of cost.
- (2) If directed by the Lessor, the Lessee must take any steps necessary to effect **clause 24.3(1)** including to:
 - (a) ensure that any fixtures, buildings or improvements that become the property of the Lessor under this Lease are free and clear of any security interests;
 - (b) hand back all assets in at least the condition that was approved for the most recent development of the Premises and otherwise in a condition consistent with the Lessee's Obligations under this Lease;
 - (c) do all things necessary to transfer to the Lessor ownership of all fixtures, buildings or improvements constructed by the Lessee; and
 - (d) transfer to the Lessor all things necessary for the Lessor (or its nominee) to continue operating the Premises for the Permitted Purpose.

24.4 Clause to survive termination

The Parties rights and obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

25. Assignment, Subletting and Charging

25.1 No assignment or sub-letting without consent

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

25.2 Lessor's consent to assignment and sub-letting

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

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

25.3 Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under **clause 25.2(c)**.

25.4 Consents of assignee supplementary

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

25.5 *Property Law Act 1969*

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

25.6 Costs for assignment and sub-letting

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

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;

- (b) any consents required under this Lease or at law; and
 - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

25.7 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

26. Dispute Resolution

- (1) Until the parties have complied with this clause, a party must not commence any action, bring any proceedings or seek any relief or remedy in a court, except seeking interlocutory or equitable relief from a court.
- (2) Where any Dispute arises, a party may give notice in writing of the Dispute to the other party setting out the material particulars of the Dispute. The parties must act in good faith to try to resolve the Dispute quickly.
- (3) If the Dispute has not been resolved within fourteen (14) days of the Dispute Notice (or any longer period the representatives agree), each party must refer the Dispute to its Dispute Resolution Representative who must act in good faith to try to resolve the Dispute quickly.
- (4) If the parties have not:
 - (a) resolved the Dispute; or
 - (b) agreed to an alternative method of resolving the Dispute,within fourteen (14) days after the Dispute is referred to the Dispute Resolution Representatives (or any longer period the Dispute Resolution Representatives agree), either party may submit the Dispute to mediation.
- (5) If the Dispute is submitted to mediation and the parties do not, within fourteen (14) days (or any longer period the parties agree) after the Dispute is submitted to mediation, agree on:
 - (a) a mediator and the mediator's compensation;
 - (b) the procedure for the mediation; or
 - (c) the timetable of each step of the procedure,the mediation will be conducted in accordance with the 'Australian Commercial Dispute Centre's Mediation Guidelines' in force at the time that the Dispute is referred.
- (6) If a Dispute is not resolved within thirty (30) days after the Dispute Notice or, where a Party has submitted the dispute to mediation, sixty (60) days after the Dispute Notice (or any longer period the parties agree), either party who has complied with this clause may end this dispute resolution process and commence court proceedings in relation to the Dispute.

27. Prior notice of proposal to change rules

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

28. Provision of information

The Lessee agrees to provide to the Lessor:

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

29. Caveat

29.1 No absolute caveat

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

29.2 CEO & Lessor as attorney

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

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

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

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

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

29.3 Ratification

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

29.4 Indemnity

The Lessee indemnifies the Lessor against:

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

30. Goods and Services Tax

30.1 Definitions

The following definitions apply for the purpose of this clause:

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

30.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 33.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

30.3 Consideration in kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 0** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

30.4 No contribution from Lessor

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

30.5 Statement of GST paid is conclusive

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

30.6 Tax invoices

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

30.7 Reciprocity

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

31. No Fetter

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

32. Additional Terms, Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

33. Consents

33.1 *Commercial Tenancy Act*

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

33.2 *WAPC Consent*

If for any reason whatsoever this Lease requires the consent of the Western Australia Planning Commission or other Consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional to the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

34. Acts by Agents

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

35. Governing Law

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

36. Statutory Powers

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

37. Notice

37.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

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

37.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 37.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 37.1(b)**, on the second business day following the date of posting of the Notice.

37.3 Signing of notice

A Notice to a Party may be signed:

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

38. Severance

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

39. Variation

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

40. Moratorium

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

41. Further Assurance

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

42. Payment of Money

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

43. Waiver

43.1 No general waiver

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

43.2 Partial exercise of right power or privilege

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

Schedule

Item 1 Land and Premises

Land

Reserve 22365, Lot 300 on Deposited Plan 44502 being the whole of the land comprised in Qualified Certificate of Crown Land Title Volume LR3139 Folio 502.

Premises

That part of the Land identified as the 'Change rooms & Facilities' on the plan annexed hereto as **Annexure I**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 2 Term

Twenty-one (21) years commencing on the Commencement Date.

Item 3 Further Term

Not applicable

Item 4 Commencement Date

The date on which the consent of the Minister for Lands is granted.

Item 5 Rent

\$2,297.00 per annum plus GST payable annually in advance, and reviewed in accordance with **clause 8**.

Item 6 Rent Review

(a) CPI Review

CPI reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term (including any Further Terms and any period of holding over, if applicable), other than the dates for market review specified in subclause (b) below.

(b) Market Review

Market reviews are to be undertaken every five (5) years during the Term (including any Further Terms and any period of holding over, if applicable) on the anniversary of the Commencement Date.

Item 7 Permitted purpose

Soccer club including clubrooms and uses reasonably ancillary thereto.

Item 8 Public liability insurance

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

Item 9 Repainting Dates

At the end of the Term or earlier determination of the Term.

Item 10 Additional terms and covenants

1. Redevelopment

The Lessor and the Lessee agree that notwithstanding anything to the contrary contained or implied in the Lease:

- (a) If at any time during the Term the Lessor desires to repair, alter, remove, reconstruct, develop, redevelop or improve the Premises or any part thereof or alternatively carry out works to any building or any part of the Premises which in the reasonable opinion of the Lessor is likely to prevent access/safe access to, or safe occupation, use or enjoyment of, the Premises or any part thereof (**redevelopment**) then, notwithstanding the fixed Term of the Lease, the Lessor may at any time terminate the Lease and the Term upon giving the Lessee not less than twenty-four (24) calendar months' notice in writing (**Redevelopment Notice**).
- (b) The Redevelopment Notice shall state the date on which the Lease and the Term is to terminate and upon such date (**Date of Termination**) the Lease and the Term shall absolutely cease and determine and the Lessee shall vacate, surrender and deliver up possession of the Premises to the Lessor.
- (c) The Redevelopment Notice may be given at any time and expire on any date not less than twenty-four (24) calendar months' from the date of the notice notwithstanding that such date may not correspond with a rent day or any other periodic day.
- (d) After the Date of Termination the Lessee shall not be liable to the Lessor save as to any rights which may have accrued to the Lessor up to the Date of Termination AND PROVIDED THAT nothing herein contained shall affect any obligation of the Lessee to pay any of the Rent or other moneys for which the Lessee is liable under the Lease in respect of the period prior to the Date of Termination PROVIDED FURTHER THAT no compensation or other consideration (including but not limited to relocation costs) shall be payable to or claimable by the Lessee from the Lessor for or arising out of such early termination.
- (e) A certificate signed by the Lessor shall be full and sufficient evidence of the fact that the Lessor desires to repair, alter, remove, reconstruct, develop, redevelop or improve the Premises or any part thereof, or carry out works to any building or any part of the Premises which in the reasonable opinion of the Lessor is likely to prevent access/safe access to, or safe occupation, use or enjoyment of, the Premises or any part thereof.
- (f) Nothing in this clause shall be construed so as to require the Lessor to consider the Lessee's Permitted Purpose in the redevelopment of the Premises or to provide any assurance to the Lessee in relation to any future lease of the Premises.

- (g) In the event that the Lessor terminates the Lease pursuant to this clause, the Lessee shall not be required to make good the Premises, but will be required to remove all of its equipment and property from the Premises and leave the Premises in a clean and tidy condition.

Annexure 1 – Sketch of Premises, Ovals and Community Hall



Annexure 2 – Minister for Lands' Consent



Department of Planning,
Lands and Heritage

Land Use Management

Our ref: File 00298-1004, 80410003263.
Enquiries: Kevin Harrison, ph 87310800
Fax: 8552 4417

3rd July 2020

McLeods Barristers & Solicitors
Stirling Law Chambers
Claremont WA 6010

Email only j.f.vivian@mcleods.com.au

Dear Leah

Section 18 Ministers Consent for proposed Lease over portion of Reserve 22365, Town of East Fremantle between The Fremantle National Premier League

Thank you for your recent correspondence regarding permission to Lease portion of Reserve 22365 which is set aside for the purpose of Park and Recreation and managed by the Town of East Fremantle with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Lease provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 2nd July 2020 on the condition that the final Lease executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Lease and recommends that each party obtain their own independent advice as to their rights and obligations under the Lease.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please don't hesitate to contact me on any of the above details.

Yours sincerely

Kevin Harrison
Senior Land Officer
Case Delivery

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 Locked Bag 2506, Perth Western Australia 6001
Telephone (08) 8552 4400 Facsimile (08) 8552 4417 Freecall: 1800 735 794 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 62 545 723 484

ATTESTATION SHEET

Executed by the parties as a Deed on the 16th day of JULY in the year 2019~~20~~

LESSOR/LESSORS SIGN HERE (NOTE 10)

THE COMMON SEAL of THE TOWN OF EAST FREMANTLE was hereunto affixed in the presence of:



[Signature]
 Mayor
[Signature]
 Chief Executive Officer

JAMES O'NEIL
 (Print Full Name)
 GARY TUPPIN
 (Print Full Name)

LESSEE/LESSEES SIGN HERE (NOTE 10)

THE COMMON SEAL of THE FREMANTLE NATIONAL PREMIER LEAGUE (NPL) FOOTBALL ASSOCIATION (INC) (the Lessee) was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

[Signature]
 Office Holder Sign
 Mark De Luca
 Name:
 49 Castellan Crescent, George 6166
 Address:
 President
 Office Held:

[Signature]
 Office Holder Sign
 IAN R McTERR
 Name:
 7 Deamer Rd, BEACROSSFIELD WA 6162
 Address:
 Vice President
 Office Held:

INSTRUCTIONS

- If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
- Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
- No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being installed by the persons signing this document and their witnesses.
- Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

- DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated, if part, define by recital and/or sketch.
The Volume and Folio number to be stated.
- LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:
a) in the Second Schedule;
b) if no Second Schedule, that are encumbrances.
(Unless to be removed by action or document before registration hereof)

Do not show any:
(a) Easement Benefits or Restrictive/Covenant Benefits; or
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan".
If none show "nil".
- LESSOR**
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
- LESSEE**
State full name of the Lessee/Lessee and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
- TERM OF LEASE**
Must exceed 3 years.
Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
- RECITE ANY EASEMENTS TO BE CREATED**
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
- State amount of yearly rental in figures.
- State term of payment.
- Insert any Covenants required.
- LESSOR/LESSEE EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.



Landgate

EXAMINED

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LEASE

LODGED BY McLeods Barristers & Solicitors

ADDRESS 220 Stirling Hwy
 CLAREMONT WA 6010

PHONE No. 9383 3133

FAX No. 9383 4935

REFERENCE No. LMC:EAST FR:42697

ISSUING BOX No. 346K

PREPARED BY McLeods Barristers & Solicitors

ADDRESS 220 Stirling Hwy
 CLAREMONT WA 6010

PHONE No. 9383 3133 FAX No. 9383 4935

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3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

Lease: Pt Reserve 22365, Wauhop Park

Town of East Fremantle

The Fremantle National Premier League (NPL)
Football Association (Inc)



McLEODS

Stirling Law Chambers | 220 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

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Details

Parties

Town of East Fremantle

of 135 Canning Highway, East Fremantle, Western Australia
(**Lessor**)

The Fremantle National Premier League (NPL) Football Association (Inc)

of PO Box 320, Hamilton Hill, Western Australia
Registration Number: A1019743J
(**Lessee**)

Background

- A The Lessor has the care, control and **management** of the Land pursuant to a **Management Order**.
- B Subject to the consent of the **Minister for Lands**, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the **Premises** upon the **terms** and conditions contained in this Deed.

Agreed terms

1. Definitions

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

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

Agreed Hours is defined in **clause 5.3**;

Authorised Person means:

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

Buildings means the Change Rooms and Facilities Building and the Clubhouse situated on the Land;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Change Rooms and Facilities Building means the building identified as “Tricolore Change Rooms and Facilities” on Plan 1 in **Annexure 1**;

Clubhouse means the Wauhup Clubhouse building situated on the Land as depicted in Plan 2 in **Annexure 1**;

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

Common Areas means those parts of the Land or Buildings not leased to any lessee and intended for use by the lessees and other occupiers of the Land and their respective clients in common with each other, including the portions of the Clubhouse identified as “Common Space” and coloured in blue on Plan 2 in **Annexure 1**;

Community Hall means that portion of the Clubhouse identified as ‘Community Hire’ and coloured in orange on Plan 2 in **Annexure 1**;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

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

Dispute means any dispute, controversy or claim arising out of or in relation to this Lease;

Dispute Notice means a written notice served under **clause 26**;

Dispute Resolution Representative means the Lessee’s Dispute Resolution Representative or the CEO according to the context and a reference to Dispute Resolution Representatives is a reference to both of them;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

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

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

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being the interest rate adopted by the Lessor on money owing to the local government each year for its annual budget. The Lessee acknowledges that for the 2019-2020 financial year the Interest Rate is 11%;

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

Lease means this lease and any equitable or common law tenancy evidenced by this document as supplemented, amended or varied from time to time;

Lessee's Agents includes:

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

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

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

Lessee's Dispute Resolution Representative means the person nominated by the Lessee from time to time to be the Lessee's dispute resolution representative;

Local Emergency Management Arrangements means the local emergency management arrangements prepared in accordance with section 41(1) of the *Emergency Management Act 2005* and endorsed by the Town of East Fremantle and the City of Fremantle on 22 February 2017;

Management Order means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of 'Park & Recreation';

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

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

Ovals means the two Ovals situated on the Land and for the avoidance of doubt includes the "Henry Jeffery Oval";

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

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

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

Schedule means the Schedule to this Lease;

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

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

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and

- (xi) a subparagraph, paragraph, subclause, clause, **Item**, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, **Item**, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Minister for Lands' Consent

This Lease is subject to and conditional on the prior consent of the Minister for Lands under the *Land Administration Act 1997*. A copy of the Minister's approval is attached as **Annexure 2**.

4. Grant of Lease

The Lessor, subject to **clause 3** of this Lease, the Lessor leases to the Lessee the Premises for the Term subject to:

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

5. Grant of Licence

5.1 Grant of Licence

- (1) The Lessor grants to the Lessee a licence of the Ovals and Community Hall in connection with the Permitted Purpose for the Term and during the Agreed Hours.
- (2) The Lessee must comply with all reasonable requests and conditions that may be imposed by the Lessor from time to time in relation to the Lessee's use of the Ovals and Community Hall.

5.2 Cleaning and maintenance

- (1) After each period of use, the Lessee must ensure that the Ovals and Community Hall are left in a clean and tidy state, unobstructed and free from dirt and rubbish.
- (2) Without limiting **clause 5.1(2)**, if requested to do so by the Lessor, the Lessee must at its cost arrange for any carpets and floor coverings in the Community Hall as directed by the Lessor to be professionally cleaned as soon as reasonably practicable after the Lessor's request.

- (3) The Lessee shall not do or omit to do any act or thing which might cause or allow the Ovals or Community Hall:
 - (a) to deteriorate or become impaired (fair wear and tear excepted);
 - (b) to be in a good condition other than in a good and sanitary condition; or
 - (c) to be obstructed.
- (4) The Lessor and the Lessee acknowledge and agree that for so long as the Lessee uses the Ovals and Community Hall the provisions of this Lease will apply to the use of the Ovals and the Community Hall by the Lessee with necessary changes so as to sensibly apply to this clause.

5.3 Agreed Hours

- (1) The Lessee is to use the Ovals and Community Hall only on days and during hours agreed in advance with the Lessor from time to time (**Agreed Hours**).
- (2) The Lessee must advise the Lessor in writing of its preferred hours for the following calendar year by 1 December in each year of the Lease.
- (3) The Lessee acknowledges and agrees with the Lessor, that the Lessee will not be permitted to use the Community Hall on the following days and times, unless otherwise agreed by the Lessor:
 - (a) Monday to Friday, between the hours of 7:00am to 4:00pm.
- (4) Notwithstanding any other provision of this clause, the Lessee acknowledges and agrees with the Lessor that:
 - (a) its use of the Ovals and Community Hall is non-exclusive and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Lessee any estate or interest in the Ovals or Community Hall or any right of exclusive possession; and
 - (b) if at any time (including during the Agreed Hours) the Lessor requires the use of the Community Hall for community or public purposes, the Lessor may on at least seven (7) days prior written notice to the Lessee require the Lessee to permit the Lessor to have access to, and use of, the Community Hall. To avoid doubt, the Lessee will not be permitted to use the Community Hall during the times specified in the Lessor's notice. No fee or compensation whatsoever shall be payable by the Lessor to the Lessee in relation to the Lessor's use of the Community Hall under this clause.

5.4 Common Areas

- (1) The Lessee and the Lessee's Agents may use the Common Areas from time to time in the course of and incidental to the use of the Premises;
- (2) The Lessee must keep the Common Areas clean and tidy and free from obstruction, dirt and rubbish at all times;
- (3) The Lessee must not use the Common Areas for any purpose other than that for which they are intended or constructed nor for any other purpose for which the Lessor expressly prohibits.
- (4) The Lessee must make good any breakage defect or damage to the Common Areas or to any other part of the Premises or any appurtenance or equipment therein caused by want of care misuse or abuse on the part of the Lessee or a Lessee's Agent or by any breach of this Lease by the Lessee.

5.5 Damage to Ovals or Community Hall

The Lessee must make good any damage to the Ovals or Community Hall or any fixture, or fitting appurtenance, service therein caused by any act or omission of, or on the part of, the Lessee or any of the Lessee's Agents or by any breach of this Lease by the Lessee.

5.6 No assignment

The grant of licence is personal to the Lessee and the Lessee must not sublet or assign its rights under this clause.

5.7 Oval Floodlights

- (1) The Lessee is responsible for all electricity consumed in relation to and incidental to the operation of the floodlights on the Ovals (**Oval Floodlights**).
- (2) The parties acknowledge that the supply of electricity to the Oval Floodlights is made through a dedicated usage meter so that the Lessee can be directly accountable to the relevant authority for the payment of electricity consumed by it. The Lessee must ensure that any account for all charges in respect of electricity consumed in relation to and incidental to the operation of the Oval Floodlights are taken out and issued in the name of the Lessee.

5.8 Acknowledgements

The Lessee acknowledges and agrees that:

- (a) it has use of the Ovals and Community Hall during the Agreed Hours and that other users may be permitted to use the Ovals and/or Community Hall at other times;
- (b) it must book its use of Ovals and Community Hall through the Lessor's booking system outside of the Agreed Hours; and
- (c) the Agreed Hours may be modified from time to time provided any proposed modification is agreed in advance with the Lessor and recorded in the Lessor's booking system.

6. Quiet Enjoyment

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

7. Rent and Other Payments

7.1 Rent

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

7.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:

- (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 9.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (f) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 7.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

7.3 Interest

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

7.4 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;

- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 7.4** or any matter arising out of this Lease.

7.5 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

8. Rent Review

8.1 Rent to be reviewed

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

8.2 Methods of review

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

8.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 8.4**.

8.4 Market Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 8**, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:

- (a) any improvements made or effected to the Premises by the Lessee; and
- (b) any rent free periods, discounts or other rental concessions.

8.5 Rent will not decrease

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

8.6 Lessor's right to review

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

9. Insurance

9.1 Insurance required

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

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

9.2 Building insurance to be effected by Lessor

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

9.3 Details and receipts

In respect of the insurances required by **clause 9.1** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;

- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

9.4 Excess on insurances

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 9.1** and **clause 9.2**.

9.5 Not to invalidate

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

- (a) render any insurance effected under **clause 9.1** and **clause 9.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

9.6 Report

The Lessee must report to the Lessor promptly in writing and in an emergency verbally:

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

9.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 9.2**.

9.8 Lessor as attorney

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

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 9**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 9**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

10. Indemnity

10.1 Lessee responsibilities

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

10.2 Indemnity

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

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,
caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (e) any work carried out by or on behalf of the Lessee on the Premises;
 - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
 - (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
 - (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (i) an act or omission of the Lessee.

10.3 Obligations continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under clause 10.2 will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

10.4 No indemnity for Lessor's negligence or default

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor against any loss, damage, expense, action or claim directly caused or contributed to (to the extent of that contribution) by the negligence or default of the Lessor or any Authorised Person.

10.5 Release

(1) The Lessee:

(a) agrees to occupy and use the Premises at the risk of the Lessee; and

(b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:

(i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;

(ii) loss of or damage to the Premises or personal property of the Lessee; and

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

except to the extent that such loss or damage is directly caused or contributed to (to the extent of that contribution) by the negligence or default of the Lessor or any Authorised Person.

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

11. Limit of Lessor's liability

11.1 No liability for loss on Premises

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

11.2 Limit on liability for breach of Lessor's Covenants

(1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the management body of the Land.

(2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

12. Maintenance, Repair and Cleaning

12.1 Generally

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

- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear; and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or any of the Lessee's Agents), or by the Lessee's particular use or occupancy of the Premises or the Lessor's insurances invalidated by any act, omission, neglect or default by the Lessee (or the Lessee's Agents).
- (2) Without detracting from subclause (1), the Lessee shall undertake all maintenance items designated to the Lessee in accordance with the maintenance schedule annexed hereto as **Annexure 2 (Maintenance Schedule)** to the satisfaction of the Lessor.
- (3) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,
- in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (4) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

12.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

12.3 Repair

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

12.4 Responsibility for securing the Premises

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

12.5 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.

- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

12.6 Lessor's Fixtures and Fittings

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

12.7 Pest control

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

12.8 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) Any person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

12.9 Drains

- (1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

13. Use

13.1 Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or

- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) **No offensive or illegal acts**

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

(3) **No nuisance**

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

(4) **No dangerous substances**

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

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

(5) **No harm or stress**

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

(6) **No signs**

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

(7) **No smoking**

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

(8) **Removal of rubbish**

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

(9) **No pollution**

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

13.2 No warranty

The Lessor gives no warranty:

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

13.3 Lessee to observe copyright

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

13.4 Premises subject to restriction

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

13.5 Indemnity for costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this clause 13.

14. Alcohol

14.1 Liquor Licence

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

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises clause 16 shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (i) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (ii) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Food Act 2008*, *Food Regulations 2009* *Liquor Control Regulations 1989* or the

licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

15. Minimise Nuisance to Neighbours

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

16. Alterations

16.1 Restriction

The Lessee must not without prior written consent:

- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (c) subject to the performance of the Lessee's obligations in clause 12, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

16.2 Consent

If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in clause 16.1 the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in clause 16.1:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

16.3 Cost of works

All works undertaken under this **clause 16** will be carried out at the Lessee's expense.

16.4 Conditions

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

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

17. Lessor's Right of Entry

17.1 Entry on reasonable notice

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

- (a) at all reasonable times;
- (b) with or without workmen and others; and
- (c) with or without plant, equipment, machinery and materials;

for each of the following purposes:

- (a) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (b) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (c) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (d) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 17.1(d)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

17.2 Costs of rectifying breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 17.1(d)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

18. Statutory Obligations and Notices

18.1 Comply with statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 13**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

18.2 Safety and testing obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 18.2(1)**, the Lessee acknowledges that it will be required to, amongst other things comply with the requirements of the *Work Health and Safety Act 2020* (WA), including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person.
- (3) The Lessor agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to undertake the following safety tests and checks on the Premises:
 - (a) compliance with all relevant requirements of the Department of Fire and Emergency Services (DFES) including without limitation the requirement to ensure that all fire protection and fire-fighting equipment located, or installed at or on the Premises, is tested regularly for compliance with Australian Standards and DFES's requirements; and
 - (b) ensuring that the emergency/exit lighting systems on the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

18.3 Indemnity if Lessee fails to comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 18.1** or **clause 18.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 18.1** or **clause 18.2**.

19. Report to Lessor

The Lessee must immediately report to the Lessor:

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

20. Default

20.1 Events of Default

A default occurs if:

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

20.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 20.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 23**,

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

20.3 Lessor may remedy breach

If the Lessee:

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

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

20.4 Acceptance of Amount Payable by Lessor

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

20.5 Essential Terms

Each of the Lessee's Covenants in clauses 7 (Rent and Other Payments), 9 (Insurance), 10 (Indemnity), 12 (Maintenance, Repair and Cleaning), 13 (Use), 25 (Assignment, Subletting and Charging) and 30 (Goods and Services Tax), is an essential term of this Lease but this clause 20.5 does not mean or imply that there are no other essential terms in this Lease.

20.6 Breach of Essential Terms

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

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

- (d) the Lessee agrees that the covenant set out in this clause 20.6(c) will survive termination or any deemed surrender at law of the estate granted by this Lease;

- (e) the Lessee may deduct from the amounts referred to at **clause 20.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

21. Damage or destruction of Premises

21.1 Abatement of Rent

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

21.2 Total damage or destruction

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

22. Option to renew

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

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

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 22** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

23. Holding over

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

- (2) In the event that the Lessee is permitted to hold over the Premises pursuant to paragraph (1) above, the Parties acknowledge and agree that:
- (a) the Rent will continue to be reviewed in accordance with **clause 8**;
 - (b) the Lessee is obliged during any holding over period to pay any other outgoings payable by the Lessee under this Lease as if the holding over period was included in the Term;
 - (c) any rental amounts paid under the holding over provision of this Lease must be paid monthly in advance; and
 - (d) either the Lessee or Lessor may give notice to the other, at any time, to terminate the monthly tenancy and termination will take effect one month after the date of service of that notice.
- (3) If the Lessee is granted a new lease of the Premises following the expiration of the Term of this Lease, the Parties acknowledge and agree that the Lessee will as a condition of the grant of the new lease be required to pay the new rental amount payable under the new lease from the date of expiration of this Lease, and in that regard the Lessee must pay to the Lessor any difference or shortfall between the rental amounts paid under the holding over provision of this Lease and the new rental amount payable under the new lease, at the time of executing the new lease.

24. Obligations on Termination of Lease

24.1 Yielding up

- (1) On the expiration of the Term or within 1 month after the earlier determination of this Lease, the Lessee must:
- (a) surrender peaceably and yield up the Premises to the Lessor:
 - (i) clean;
 - (ii) free from rubbish, debris and other material; and
 - (iii) in a state of repair and condition,
consistent with the performance by the Lessee of the Lessee's Covenants, fair wear and tear excluded, under this Lease and give to the Lessor all keys and security devices and combinations for locks providing access to or within the Premises held by the Lessee whether or not provided by the Lessor;
 - (b) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Premises, to the reasonable satisfaction of the Lessor;
 - (c) remove all property of the Lessee including the Lessee's signs, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (except for any fixtures, fittings or any other property which are an integral part of or relate to services on, the Premises unless otherwise required by the Lessor) (**Lessee's Property**) to the Lessor's reasonable satisfaction;
 - (d) promptly make good to the reasonable satisfaction of the Lessor any damage caused by the removal in **clause 24.1(1)(c)**; and
 - (e) promptly make good and rehabilitate the Premises and the surrounding land arising from, or connected with, the use and occupation of the Premises by the Lessee.

24.2 Lessor can remove Lessee's Property on re-entry

- (1) On re-entry the Lessor will have the right to remove from the Premises the Lessee's Property and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing the Lessee's Property.
- (2) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice (**Abandonment Notice**) requiring the Lessee to remove all Lessee's Property not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have seven (7) days within which to remove all Remaining Items and failing removal within that seven (7) day period, all Remaining Items still on the Land or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed of at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

24.3 Lessee's acknowledgment

- (1) The Lessee acknowledges and agrees that following Termination of this Lease, ownership of all fixtures, buildings and similar such improvements on or brought on to the Premises at any time during the term by the Lessee will vest in the Lessor free of cost.
- (2) If directed by the Lessor, the Lessee must take any steps necessary to effect **clause 24.3(1)** including to:
 - (a) ensure that any fixtures, buildings or improvements that become the property of the Lessor under this Lease are free and clear of any security interests;
 - (b) hand back all assets in at least the condition that was approved for the most recent development of the Premises and otherwise in a condition consistent with the Lessee's Obligations under this Lease;
 - (c) do all things necessary to transfer to the Lessor ownership of all fixtures, buildings or improvements constructed by the Lessee; and
 - (d) transfer to the Lessor all things necessary for the Lessor (or its nominee) to continue operating the Premises for the Permitted Purpose.

24.4 Clause to survive termination

The Parties rights and obligations under this clause will continue, notwithstanding the end or Termination of this Lease.

25. Assignment, Subletting and Charging

25.1 No assignment or sub-letting without consent

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

25.2 Lessor's consent to assignment and sub-letting

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

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

25.3 Where sublessee is a community group

If the proposed sublessee is a community group, whether or not a body corporate or unincorporated, the Lessor may not require a deed of sublease under clause 25.2(c).

25.4 Consents of assignee supplementary

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

25.5 Property Law Act 1969

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

25.6 Costs for assignment and sub-letting

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

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

25.7 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

26. Dispute Resolution

- (1) Until the parties have complied with this clause, a party must not commence any action, bring any proceedings or seek any relief or remedy in a court, except seeking interlocutory or equitable relief from a court.

- (2) Where any Dispute arises, a party **may** give notice in writing of the Dispute to the other party setting out the **material** particulars of the Dispute. The parties **must** act in good faith to try to resolve the Dispute quickly.
- (3) If the Dispute has not been resolved within fourteen (14) days of the Dispute Notice (or any longer period the representatives agree), each party **must** refer the Dispute to its Dispute Resolution Representative who **must** act in good faith to try to resolve the Dispute quickly.
- (4) If the parties have not:
 - (a) resolved the Dispute; or
 - (b) agreed to an alternative **method** of resolving the Dispute,within fourteen (14) days after the Dispute is referred to the Dispute Resolution Representatives (or any longer period the Dispute Resolution Representatives agree), either party **may** submit the Dispute to **mediation**.
- (5) If the Dispute is **submitted** to **mediation** and the parties do not, within fourteen (14) days (or any longer period the parties agree) after the Dispute is **submitted** to **mediation**, agree on:
 - (a) a **mediator** and the **mediator's** compensation;
 - (b) the procedure for the **mediation**; or
 - (c) the **timetable** of each step of the procedure,the **mediation** will be conducted in accordance with the 'Australian Commercial Dispute Centre's Mediation Guidelines' in force at the **time** that the Dispute is referred.
- (6) If a Dispute is not resolved within thirty (30) days after the Dispute Notice or, where a Party has **submitted** the dispute to **mediation**, sixty (60) days after the Dispute Notice (or any longer period the parties agree), either party who has **complied** with this clause **may** end this dispute resolution process and **commence** court proceedings in relation to the Dispute.

27. Prior notice of proposal to change rules

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

28. Provision of information

The Lessee agrees to provide to the Lessor:

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

29. Caveat

29.1 No absolute caveat

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

29.2 CEO & Lessor as attorney

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

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

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

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

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

29.3 Ratification

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

29.4 Indemnity

The Lessee indemnifies the Lessor against:

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

30. Goods and Services Tax

30.1 Definitions

The following definitions apply for the purpose of this clause:

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

- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

30.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 33.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

30.3 Consideration in kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 0** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

30.4 No contribution from Lessor

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

30.5 Statement of GST paid is conclusive

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

30.6 Tax invoices

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

30.7 Reciprocity

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

31. No Fetter

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

32. Additional Terms, Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

33. Consents

33.1 *Commercial Tenancy Act*

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

33.2 *WAPC Consent*

If for any reason whatsoever this Lease requires the consent of the Western Australia Planning Commission or other Consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional to the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

34. Acts by Agents

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

35. Governing Law

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

36. Statutory Powers

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

37. Notice

37.1 *Form of delivery*

A Notice to a Party must be in writing and may be given or made:

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

37.2 *Service of notice*

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 37.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and

- (c) if by post to an address specified in **clause 37.1(b)**, on the second business day following the date of posting of the Notice.

37.3 Signing of notice

A Notice to a Party may be signed:

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

38. Severance

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

39. Variation

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

40. Moratorium

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

41. Further Assurance

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

42. Payment of Money

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

43. Waiver

43.1 No general waiver

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

43.2 Partial exercise of right power or privilege

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

Schedule

Item 1 Land and Premises

Land

Portion of Reserve 22365, Lot 300 on Deposited Plan 44502 being the whole of the land comprised in Qualified Certificate of Crown Land Title Volume LR3139 Folio 502

Premises

That part of the Land comprising:

- (a) the Change Rooms and Facilities Building depicted in Plan 1 in **Annexure 1**; and
- (b) the part of the Clubhouse identified as "Soccer Club" and shaded green on Plan 2 in **Annexure 1**

Item 2 Term

Twenty-one (21) years commencing on the Commencement Date

Item 3 Further Term

Not applicable

Item 4 Commencement Date

The date at which consent of the Minister for Lands is obtained

Item 5 Rent

Three thousand and eighty eight dollars and seven cents (\$3,088.07) per annum plus GST payable annually in advance, and reviewed in accordance with **clause 8**

Item 6 Rent Review

CPI reviews are to be undertaken on 1 July for each year of the Term (including any Further Terms and any period of holding over, if applicable)

Item 7 Permitted purpose

Soccer club including clubrooms and uses reasonably ancillary thereto

Item 8 Public liability insurance

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

Item 9 Repainting Dates

At the end of the Term or earlier determination of the Term.

Item 10 Additional terms and covenants

1. Redevelopment

The Lessor and the Lessee agree that notwithstanding anything to the contrary contained or implied in the Lease:

- (a) If at any time during the Term the Lessor desires to repair, alter, remove, reconstruct, develop, redevelop or improve the Premises or any part thereof or alternatively carry out works to any building or any part of the Premises which in the reasonable opinion of the Lessor is likely to prevent access/safe access to, or safe occupation, use or enjoyment of, the Premises or any part thereof (**redevelopment**) then, notwithstanding the fixed Term of the Lease, the Lessor may at any time terminate the Lease and the Term upon giving the Lessee not less than twenty-four (24) calendar months' notice in writing (**Redevelopment Notice**).
- (b) The Redevelopment Notice shall state the date on which the Lease and the Term is to terminate and upon such date (**Date of Termination**) the Lease and the Term shall absolutely cease and determine and the Lessee shall vacate, surrender and deliver up possession of the Premises to the Lessor.
- (c) The Redevelopment Notice may be given at any time and expire on any date not less than twenty-four (24) calendar months' from the date of the notice notwithstanding that such date may not correspond with a rent day or any other periodic day.
- (d) After the Date of Termination the Lessee shall not be liable to the Lessor save as to any rights which may have accrued to the Lessor up to the Date of Termination AND PROVIDED THAT nothing herein contained shall affect any obligation of the Lessee to pay any of the Rent or other moneys for which the Lessee is liable under the Lease in respect of the period prior to the Date of Termination PROVIDED FURTHER THAT no compensation or other consideration (including but not limited to relocation costs) shall be payable to or claimable by the Lessee from the Lessor for or arising out of such early termination.
- (e) A certificate signed by the Lessor shall be full and sufficient evidence of the fact that the Lessor desires to repair, alter, remove, reconstruct, develop, redevelop or improve the Premises or any part thereof, or carry out works to any building or any part of the Premises which in the reasonable opinion of the Lessor is likely to prevent access/safe access to, or safe occupation, use or enjoyment of, the Premises or any part thereof.
- (f) Nothing in this clause shall be construed so as to require the Lessor to consider the Lessee's Permitted Purpose in the redevelopment of the Premises or to provide any assurance to the Lessee in relation to any future lease of the Premises.
In the event that the Lessor terminates the Lease pursuant to this clause, the Lessee shall not be required to make good the Premises, but will be required to remove all of its equipment and property from the Premises and leave the Premises in a clean and tidy condition.

2. Community Bookings

- (a) The Lessee agrees to **make** the Community Hall available to the community for bookings on Monday – Friday, between the hours of 9.00am to 4.00pm (**Community Bookings**).
- (b) The Lessee agrees to **implement** and **maintain** a booking system to effectively **manage** Community Bookings (**Lessee’s Booking System**), to the satisfaction of the Lessor.
- (c) The Lessee’s Booking System must include a hire form, which will include the requirement for adequate public liability insurance to be provided by the hirer **making** the Community Booking, if the hirer is not a private individual.
- (d) The Lessee will **impose** hire charges for Community Bookings, as detailed in the Lessor’s adopted Schedule of Fees and Charges.
- (e) The hire charges referred to in subclause (d) above will be **communicated** to the Lessee by the Lessor each year during the **month** of June, with the fee to take effect in July of that year.
- (f) The Lessee **must** ensure the Community Hall is effectively secured at all times by appropriately **managing** key access for hirers **making** Community Bookings.
- (g) The Lessee will retain all **income** derived from Community Bookings.
- (h) Upon request from the Lessor, the Lessee **must** provide the Lessor with an annual statement of **income** derived from Community Bookings for each year ending 30 June.
- (i) The Lessee is required to ensure the Community Hall is kept clean and tidy at all times, including the kitchen and ablution areas.
- (j) The Lessee **must** actively promote the availability of the Community Hall for Community Bookings.

3. Lessor’s Use of Community Hall

The Lessee **must** provide the Lessor with priority use of the Community Hall, at no cost to the Lessor, for one day per week between the hours of 7.00am and 4.00pm for the Lessor’s Neighbourhood Link Program, at a time to be agreed between the parties.”

4. Emergency Welfare Centre

- (a) In the event that an **emergency** is declared under the Local **Emergency Management Arrangements** applicable to the district, the Lessee acknowledges and agrees that the Community Hall located on the Premises shall be designated and **made** available as a welfare centre for the duration of the **emergency**.
- (b) The Lessee shall cooperate with the Lessor and relevant **emergency management** authorities to facilitate access, use, and operation of the Community Hall for **emergency welfare** purposes, including but not limited to shelter, coordination, and support services for affected persons.
- (c) The Lessee shall not unreasonably withhold consent or **impede** such use and shall be **indemnified** by the Lessor for any reasonable costs or **damages** directly arising from the **emergency-related** use of the facility.

Signing Page

EXECUTED by the parties as a Deed on the _____ day of _____ 2025

The **COMMON SEAL** of the **TOWN OF EAST FREMANTLE** is affixed in the presence of -

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of THE FREMANTLE NATIONAL PREMIER LEAGUE (NPL) FOOTBALL ASSOCIATION (INC) (the Lessee) was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

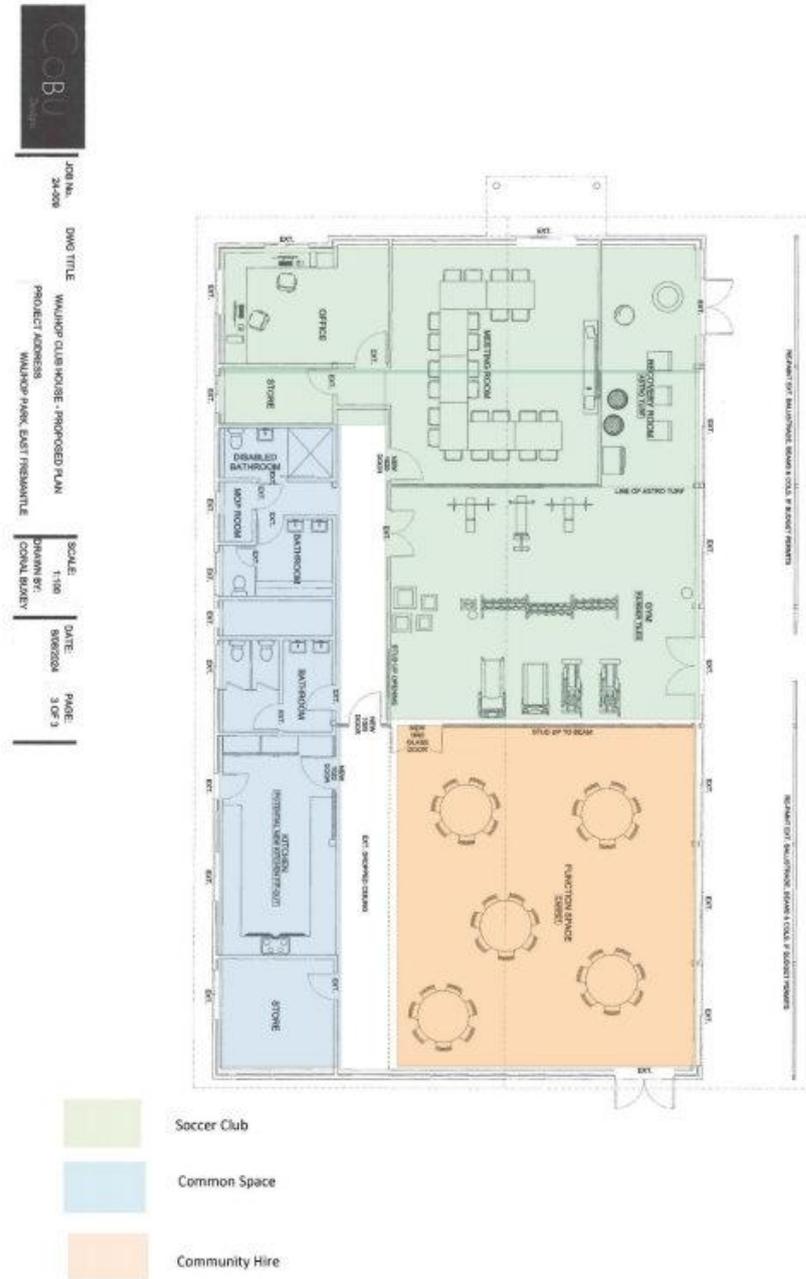
Office Held:

Annexure 1 – Plan of Premises

Plan 1



Plan 2



Job No. 24-028
Owner Title WAUHOPE CLUBHOUSE - PROPOSED PLAN
Project Address WAUHOPE PARK EAST PRESBYTERIAN
Scale 1:100
Date 3/1/23
Page 3 OF 3
Drawn By CONAL BALEY

Annexure 2 – Maintenance Schedule

Maintenance Type	Lessor	Lessee
General		
All Structural Repairs	Yes	
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)		Yes
Supply of Sanitary Bins, Paper Towel, Soap and Dispenser and Toilet Paper.		Yes
Vermis Control (Rats, Insects etc)		Yes
Termite Inspection/Treatment	Yes	
Vandalism/Graffiti	External	Internal
Windows (Except malicious damage by patron)	Yes	
Graffiti	Yes	
Emergency Exit Lighting & Doors, Public Safety & Compliance.	Yes	Where found to be illegally locked, costs for reinstatement to be met by the Lessee
Fire Extinguishers & Hoses	Maintenance & Replacement	Fire Service Inspections and If stolen or damaged by misuse internally
Security Monitoring & Equipment		Yes
Oven & Exhaust Vent		Yes
Kitchen Appliances (i.e. Fridges, Toasters etc)		Yes
Ceiling / Roof		
Ceiling	Yes	Cleaning Only
Roof (including leaks, broken tiles etc)	Yes	
Gutters & Downpipes	Cleaning & Replacement	
Air-conditioning / Heating*** (Regular Servicing)		Yes
Air-conditioning / Oven Vents		Yes
Exhaust Fans		Yes
Skylights	Yes	If damaged by misuse internally
Walls		
Walls		
Window Cleaning		Yes – Including tracks & flyscreens
Security Screens		Yes
Flyscreens		Yes
Doors	Yes	If damaged by misuse internally
Locks		Yes
Replacement Keys		Yes
External Painting	Yes	
Internal Painting	Yes Repaint when required by the Lessor	Touch ups & repairs. Additional painting by

	at any time	Lessee requires prior approval on location and colour choice by Lessor
Cupboards	Replacement	If damaged by misuse
Blinds / Curtains		Yes
Mirrors		Yes
Honour Boards / Notice Boards		Yes
Floors		
Carpet***	Replacement when required	Annually Dry Cleaned
Vinyl Floors	Replacement when required	Mopped at least once per week
Wooden Floors***	Replacement &/or Stripping &/or Resealing when required	
Tiled Floors	Replacement when required	Mopped at least once per week
Electrical		
Fittings (i.e. lights, power points, switches)	Yes	Replacement of globes & costs for additional points.
Wiring (Excluding damage or use causing overloading).	Yes	
Plumbing		
Replacement of Fixtures & Cisterns	Yes Blockages caused by roots	Leaking Taps & Cisterns the responsibility of the Lessee Blockages not caused by roots
Hot Water System	Replacement	Maintenance
External		
Security Lighting		Yes
Gardens & Lawns within Lease Area		Yes
Perimeter Fencing	Replacement or Repair (i.e. stand alone facilities surrounding residences)	
Malicious Damage by Patrons		Replacement or Repair to damaged Area

*** If evidence cannot be presented to demonstrate that the lessee has fulfilled their obligations contained under this condition then the responsibility to undertake the replacement will be that of the Lessee.

Annexure 3 – Minister for Lands' Consent



JOB No. 24-009

DWG TITLE

WAUHOP CLUB HOUSE - PROPOSED PLAN

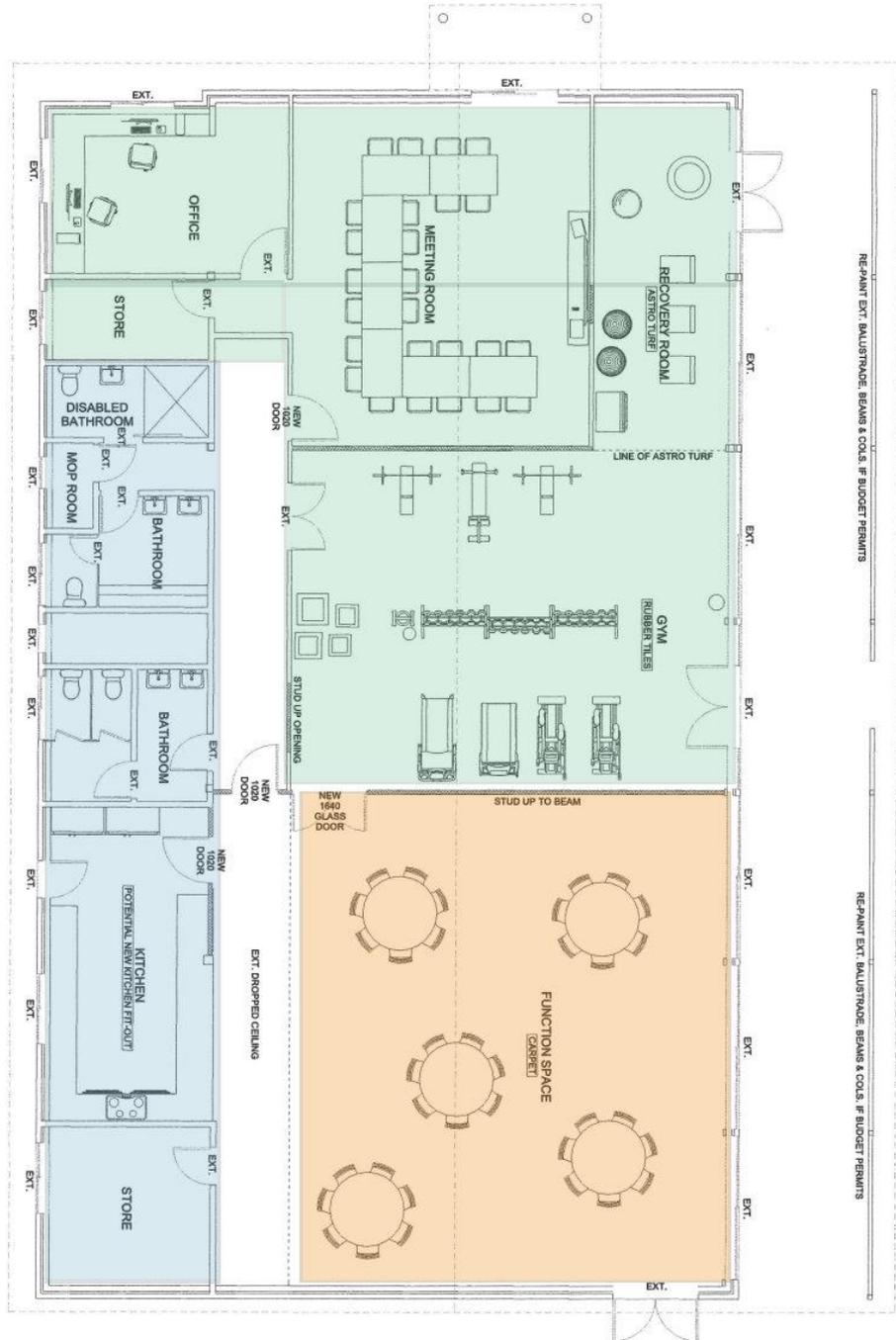
PROJECT ADDRESS
WAUHOP PARK, EAST FREMANTLE

SCALE: 1:100

DRAWN BY:
CORAL BUXEY

DATE: 8/08/2024

PAGE: 3 OF 3



- Soccer Club
- Common Space
- Community Hire

13.4 BUDGET VARIATION - IMPLEMENTATION OF IS AUDIT FINDINGS

Report Reference Number	OCR-3887
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 9 December 2025
Voting requirements	Part 2 of the Officer's Recommendation requires an Absolute Majority
Documents tabled	Nil

Attachments

1. Information Systems Audit Management Letter (Confidential)
2. Business Continuity Management Services Proposal (Confidential)
3. Endpoint Security Quote (Confidential)

PURPOSE

Council is requested to receive the Management Letter detailing findings from the Information Systems Audit for the year ended 30 June 2025 and approve a budget variation to enable two audit findings to be addressed.

EXECUTIVE SUMMARY

As per prior years, Council is provided with the Management Letter from the Information Systems Audit accompanied by quotes to address audit findings. Normally this matter would be referred to Council via the Audit, Risk and Improvement Committee, but the Committee's next meeting is not until late February 2026, and priority is to be given to implementing the audit findings.

BACKGROUND

The following is a summary of the audit methodology for the Information Systems Audit.

Scope: the audit focuses on:

- Policies and procedures – The entity should ensure that they have appropriate policies and procedures in place for key areas such as IT risk management, information security, business continuity and change control.
- Management of IT risks - The entity need to ensure that IT risks are identified, assessed and treated within appropriate timeframes and that these practices become a core part of business activities.
- Information security - The entity should ensure good security practices are implemented, up-to-date and regularly tested and enforced for key computer systems. Agencies must conduct ongoing reviews for user access to systems to ensure they are appropriate at all times.
- Business continuity - The entity should have a business continuity plan, a disaster recovery plan and an incident response plan. These plans should be tested on a periodic basis.
- Change control - change control processes should be well developed and consistently followed for changes to computer systems. All changes should be subject to thorough planning and impact assessment to minimise the likelihood of problems. Change control documentation should be current, and approved changes formally tracked.
- Physical security – The entity should develop and implement physical and environmental control mechanisms to prevent unauthorised access or accidental damage to computing infrastructure and systems.

Approach: as follows:

- Determine whether appropriate controls are in place;
- Prepare and execute test plans to obtain assurance of the operation of controls,
- Review appropriate documentation,
- Evaluate the effectiveness of the controls.
- Internal vulnerability scans of Finance, HR systems and key operational systems identified.

Focused Audit: in addition to the above, a focus audit is performed against the ISO 27002:2022 standard.

The testing focused on the International Security Standard 27002 (A/NZS ISO/IEC 27002: 2022). The standard sets out controls to ensure computer systems are designed, configured and managed to preserve the confidentiality, integrity and availability of information. A gap analysis of the entity's controls against the standard was performed.

Results from these audits are published in the Management Letter and will form part of the Office of Auditor General's Annual Information Systems Audit Report to Parliament.

CONSULTATION

Office of the Auditor General
Focus Networks
Marsh
Executive Leadership Team
Manager Finance
Manager Corporate Services

STATUTORY ENVIRONMENT

Expenditure from the municipal fund not included in the Annual Budget is required to be authorised in advance by an absolute majority decision of Council in accordance with section 6.8 of the *Local Government Act 1995*.

POLICY IMPLICATIONS

The Town's Risk Management Framework is applicable as well as a suite of Administrative ICT Policies:

- ICT Security Framework Policy
- Access Control Policy
- Bring Your Own Device Policy
- Change Management Policy
- Clean Desk Policy
- Data Backup Policy
- Data Destruction and Disposal Policy (and Disposal Form)
- Incident Management Plan and Incident Register
- ICT Risk Treatment Plan
- Password Policy
- Patching and Vulnerability Management Policy
- Remote Access Policy
- Training and Awareness Plan
- Use of Encryption Policy
- Information Classification Policy
- Information Security Policy

FINANCIAL IMPLICATIONS

The two quotes result in additional expenditure of circa \$21k ex GST, to be authorised by Council.

STRATEGIC IMPLICATIONS

Town of East Fremantle Strategic Community Plan 2020-2030

Strategic Priority 5: Leadership and Governance

5.1.1 Strengthen governance, risk management and compliance.

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 two risks of Continuity Management and Endpoint Security have been assessed by the Auditors to have a minor risk rating	Unlikely (2)	Moderate (3)	Moderate (5-9)	SERVICE INTERRUPTION Short term temporary interruption - backlog cleared <1 day	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	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	6
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

There are seven findings contained in the Management Letter from the 2025 Information Systems Audit. Finding 7 has been closed, and completion of the scope detailed in the attached quotes will result in the closure of Finding 3 (Continuity Management) and 5 (Endpoint Security).

Index of findings	Potential impact on audit opinion	Rating			Prior year finding
		Significant	Moderate	Minor	
1. Application security management			✓		✓
2. Information security awareness training				✓	✓
3. Continuity management				✓	✓
4. Classification of information				✓	✓
5. Endpoint security				✓	✓
6. Human resources onboarding process				✓	
7. Admin interface publicly exposed				✓	

The finding relating to Endpoint security is the only technical project where the Town’s IT Provider is required to provide support. A project meeting was held between the Town and Focus Networks to discuss alternative solutions, and the most practical and cost-effective solution has been determined (other options included upgrading the Town’s Microsoft Licensing from Business Premium (most common for smaller entities) to Enterprise E3).

As a result of the Information Systems Audits from 2018 (when the first audit was conducted by OAG), significant investment has been made by the Town to address audit findings and improve the maturity of the Town’s ICT environment. This improvement is reflected in the Capability Maturity Model Assessment completed by the OAG Auditor (to be presented to the February 2026 Audit, Risk and Improvement Committee meeting).

Council is requested to note that there has been an increase in the recurrent ICT Budget because of implementation of audit findings.

CONCLUSION

The Town is able to purchase services as per the attached quotes, without obtaining further quotes. An exemption from quote is provided under the Purchasing Policy (Contract Provider/Specific Organisational Expertise). Council is, however, requested to approve the additional budget. The implication of not approving funding is that audit findings will not be actioned and will remain following the 2026 Information Systems audit.

13.4 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 080912

OFFICER RECOMMENDATION:

Moved Cr Cutter, seconded Cr White

That Council, with respect to the 2025 Information Systems Audit:

1. receives the Management Letter as provided under Confidential Cover.
2. pursuant to s6.8 of the *Local Government Act 1995*, approves by absolute majority decision, the schedule of budget variations below, resulting in an (\$21,307) unfavourable movement in net current assets with a forecast budget closing position of (\$161,322) at 30 June 2026:

General Ledger	Account Description	Current Budget	Amended Budget	Change in Net Current Assets	Comment
E04203	Service Contracts - Consultancy	-\$230,000	-\$237,750	-\$7,750	Business Continuity Exercise
E04221	ICT, Support, Licences	-\$371,443	-\$385,000	-\$13,557	Endpoint Security
	Total Change in Net Current Assets			-\$21,307	

CARRIED UNANIMOUSLY BY AN ABSOLUTE MAJORITY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Confidential Attachments

13.5 MEETING SCHEDULE 2026

Report Reference Number	OCR-3893
Prepared by	Janine May EA/Governance Coordinator
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple Majority
Documents tabled	Nil
Documents tabled	Nil
Attachments	Nil

PURPOSE

To consider the Council and Committee meeting schedule from February to December 2026.

EXECUTIVE SUMMARY

Council is required, under Section 12 of the *Local Government (Administration) Regulations 1996*, to advertise, at least once a year, its meeting schedule for the next twelve months. The previously advertised schedule was to 31 December 2025.

It is recommended that the meeting schedule as contained within this report be adopted for the 2026 year.

BACKGROUND

Previously, Council's 12 month meeting schedule has been adopted over a financial year, however, in May 2025 Council resolved to amend this practice to advertise meetings for the calendar year, similarly to most other local governments, to improve clarity for members of the public. To this end, Council adopted the following meeting schedule for the period July to December 2025

- a. an ordinary Council meeting to be scheduled for the third Tuesday of the month (except during December 2025 when the meeting is to be held on the second Tuesday);
- b. meetings of the Audit Committee to be held on Wednesday 27 August and Wednesday 26 November; and

CONSULTATION

Nil

STATUTORY ENVIRONMENT

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

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

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

- (a) the ordinary council meetings; and*
- (b) the committee meetings that are required under the Act to be open to members of the public or that are proposed to be open to members of the public, are to be held in the next 12 months*

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

Meetings generally open to public

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

(a) all council meetings; and

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

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

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

Strategic Priority 5: Leadership and Governance

5.1 Strengthen organisational accountability and transparency

5.3 Strive for excellence in leadership and governance

RISK IMPLICATIONS

RISKS

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

RISK MATRIX

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

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

RISK RATING

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

SITE INSPECTION

N/A

COMMENT

Ordinary Council Meetings - December and January Meetings

Council meetings would continue to be held on the third Tuesday of the month; noting that, as in past years, it is proposed to bring forward the December Council Meeting to the second Tuesday ie 8 December 2026.

As per normal practice, no meetings have been scheduled for January 2026, however, should any urgent business arise which needs to be considered during this recess, a special Council Meeting can be convened.

On 18 November 2025 Council resolved to hold a Special Council Meeting on 30 June 2026 to adopt:

- Annual budget for year ending 30 June 2027
- Strategic Resource Plan (Long Term Financial Plan)

This date will be included in the advertised meeting schedule.

Audit, Risk & Improvement Committee

Also included in the advertised meeting schedule will be the following Audit Committee meeting dates which were considered earlier on tonight’s agenda:

- Wednesday 25 February 2026
- Wednesday 29 July 2026
- Wednesday 25 November 2026

Works Committee

The following dates are proposed for 2026:

- Tuesday 24 February
- Tuesday 26 May
- Tuesday 25 August
- Tuesday 24 November

There has been discussion previously regarding standardising all meeting/forum start times. To this end, it is proposed in this report that all meetings commence at 6pm. Council members are at liberty to propose an alternative time.

CONCLUSION

That the recommended meeting schedule be adopted for the 2026 calendar year.

13.5 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 090912

OFFICER RECOMMENDATION:

Moved Cr Wilson, seconded Cr White

That:

- 1. Council resolves the following meeting schedule for the period February to December 2026:**
 - a. an ordinary Council meeting to be scheduled for the third Tuesday of the month (except during December 2026 when the meeting is to be held on the second Tuesday);**
 - b. meetings of the Works Committee be held quarterly on the 4th Tuesday of the month.**
- 2. the following previously approved meetings be included in the advertised 2026 meeting schedule:**
 - a. Special Council Meeting Tuesday, 30 June 2026**
 - b. Audit, Risk & Improvement Committee meetings Wednesday 25 February, 29 July and 25 November 2026.**
- 3. all meetings to commence at 6pm.**

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

No Attachment

13.6 POLICY REVIEW - VEHICLE ACQUISITION AND USAGE POLICY

Report Reference Number	OCR-3913
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple
Documents tabled	Nil
Attachments	

1. Amended Policy 2.1.14 Motor Vehicle Acquisition and Usage

PURPOSE

Council is requested to retire Policy 2.1.14 Motor Vehicle Acquisition and Usage from the Council Policy Manual on the basis that it categorised as a Management Policy (administered by the Chief Executive Officer).

EXECUTIVE SUMMARY

The Motor Vehicle Acquisition and Usage Policy was last reviewed in 2019. The Town is required to undertake a review of the full Policy Manual, and Policies will be progressively presented to Council over the next 24 months for discussion (this project is listed in the Corporate Business Plan).

It has been determined by the Executive Leadership Team that the Motor Vehicle Acquisition and Usage Policy is administrative in nature and thus should be retired from the Council Policy Manual.

BACKGROUND

The Motor Vehicle Acquisition and Usage Policy was adopted in 2008 and was assigned to the then Manager Finance and Administration as the Responsible Officer. The Policy has only been reviewed once, in 2019, which illustrates that it is not a Strategic Policy.

CONSULTATION

Executive Leadership Team.

STATUTORY ENVIRONMENT

Section 2.7(2)(b) of the *Local Government Act 1995* states that one of Council's key roles is to determine the local government's policies.

POLICY IMPLICATIONS

It is recommended that amended Policy 2.1.14 Motor Vehicle Acquisition and Usage be retired from the Council Policy Manual and categorised as a Management Policy.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

STRATEGIC IMPLICATIONS

Town of East Fremantle Strategic Community Plan 2020-2030

Strategic Priority 5: Leadership and Governance

5.1.1 Strengthen governance, risk management and compliance

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 Policy does not align to the Strategic Objectives of Council	Possible (3)	Moderate (3)	Moderate (5-9)	REPUTATIONAL Substantiated, low impact, low news item	Accept Officer Recommendation

RISK MATRIX

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

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

RISK RATING

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

SITE INSPECTION

Not Applicable.

COMMENT

The Executive Leadership Team has reviewed Policy 2.1.14 – a marked-up version of this Policy is attached to this report.

The Policy has been updated to align to Council's Climate Emergency Action Plan which includes the following strategic initiative:

- Phased transition of light fleet to electric vehicles and purchase offsets for heavy fleet.

The above strategic direction is captured in the sustainability principles in the Policy. As Council has endorsed the Climate Action Strategy, the Chief Executive Officer has a mandate to implement initiatives via the Council Planning and Budget Process (i.e. subject to sufficient resources being provided). This extends to the Town's vehicle fleet, and operationally the Executive Manager Technical Services is responsible for the Depot fleet and the Executive Manager Corporate Services responsible for the Neighbourhood Link fleet. The 10-year Plant Replacement Program is presented to Council on an annual basis, and thus Council will have visibility on proposed vehicle purchases.

CONCLUSION

It is viewed that the Motor Vehicle Acquisition and Usage Policy is a Management Policy which is informed by Councils Climate Emergency Action Plan. It is recommended that this Policy be retired from the Council Policy Manual. Council will have visibility on whether the Town is meeting its green fleet strategic objectives via the annual budget process.

13.6 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 100912

OFFICER RECOMMENDATION:

Moved Cr Wilson, seconded Cr Maywood

That Council:

1. resolves that the Motor Vehicle Acquisition and Usage Policy be retired from the Council Policy Manual and instead be categorised as a Management Policy.
2. notes that the annual plant replacement program is presented to Council as part of the budget process and this provides the opportunity to assess whether green fleet climate objectives are being met.

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

2.1.14 Motor Vehicle Acquisition & Usage

Type:	Corporate Services – Financial Management
Legislation:	LGA 1995
Delegation:	N/A
Other Related Document:	

Objective

To provide effective asset management in respect of ~~Council-Town~~ owned vehicles.

~~The Town is required to maintain a light vehicle fleet to effectively support the diverse activities of the organisation as a local government authority.~~

~~The light vehicle fleet will adhere to responsible standards regarding fuel consumption, greenhouse gas emissions, safety and whole of life costs. This policy establishes the principles by which the light vehicle fleet will be purchased and operated.~~

Policy Scope

~~This policy applies to employees who gain benefit from the use of Town owned motor vehicles b either private or commuter use of such vehicles. The Policy is relevant to Town of East Fremantle employees.~~

Policy

~~The primary purpose of the acquisition of motor vehicles by the Town of East Fremantle is to meet Council's transportation requirements associated with business needs. A secondary and subservient purpose is to acknowledge the current marketplace environment and to make vehicles available for private and commuting purposes for designated employees as part of an employee's overall salary package.~~

~~Vehicle value~~

~~The value of vehicle use by an employee will be determined on an annual basis and published annually in association with the Town's annual budget.~~

~~Chief Executive Officer~~

~~At this level it is considered that the type of vehicle and hence the upper vehicle value will be set as part of the approved contract of employment.~~

~~Executive Managers/Managers~~

~~Vehicle purchases for Executive Managers and Managers will be in accordance with best overall value to the Town and in accordance with contract of employment.~~

Operational Staff Vehicles

~~These vehicles are selected on the best overall value to the Town based on the operational requirements of that vehicle. These vehicles are on occasion allocated to employees for Commuter Use only, in line with the Vehicle Allocation Policy.~~

~~When acquiring or disposing of fleet vehicles, the Town will apply a structured assessment based on four key sustainability principles. All principles carry equal weighting unless otherwise determined by the CEO.~~

- ~~▪ **Environmental** – Preference will be given to vehicles that minimise greenhouse gas emissions and fuel use, to support electrification of the passenger and light fleet. For heavy fleet the Town may adopt zero emission vehicles where feasible, or lower emission alternatives such as renewable diesel where Zero Option Vehicle (ZEV) options are not yet commercially viable.~~
- ~~▪ **Economic** – Whole of life costs will be assessed using the best available information. Preference will be given to vehicles that deliver the lowest optimised lifecycle cost. Electric and hybrid vehicles should be considered where they provide clear economic or operational benefit.~~
- ~~▪ **Functional (Tool-of-Trade Vehicle Test)** – Preference will be given to the vehicle that best meets the functional requirements of the position or service area. Hybrids may be selected where an EV does not meet range, towing, payload or operational requirements.~~
- ~~▪ **Social** – Preference will be given to vehicles that reduce noise and local air pollution, enhance staff health and wellbeing, and support the Town’s sustainable and accountable public image.~~

~~The Town will also consider vehicle charging requirements when procuring EVs or hybrids.~~

~~All light fleet vehicles should have a minimum 5-star ANCAP (safety) rating.~~

~~When acquiring and disposing of light vehicles, the Town will apply a structured test based on four key sustainability principles to ensure compliance with the policy. All principles will carry equal weighting, or as determined by the Chief Executive Officer on an as-needed basis.~~

- ~~— **Economic** – Whole of life costs will be estimated from the best available data, with the highest preference given to vehicles that have the lowest optimised whole of life costs.~~
- ~~— **Functional (Tool of Trade Vehicle Test)** – The highest preference will be given to the vehicle that best meets the functional requirements of the position for which it is being acquired. However, it is acknowledged that the vehicle must also accommodate the needs of the employee, particularly those on negotiated salary packages.~~
- ~~— **Environmental** – The highest preference will be given to vehicles that cause the least environmental damage, with greenhouse emissions, air pollution and fuel efficiency being the primary performance indicators.~~
- ~~— **Social** – The highest preference will be given to vehicles that project a responsible and accountable image that is aligned with the City’s corporate objectives.~~

To support the structured test outlined in Part 1 above, the following criteria will be applied to new light vehicle purchases:

- Vehicles will generally not be considered if their fuel consumption exceeds 8.5 litres per 100 kilometres travelled.
- Carbon emissions (CO2) should not exceed 185 grams per kilometre.
- Purchasing evaluations will use the most economical cost per kilometre, based on a whole of life cost.
- Generally, all light fleet vehicles must have a minimum 5 star ANCAP (safety) rating.
- When the only option available is to procure internal combustion engine powered vehicles, the first option considered is to be a 4 cylinder powered engine.

Vehicle Specification

The Town's fleet vehicle specification includes a minimum Australian Greenhouse Office rating of 4 stars for fuel efficiency and greenhouse gas emissions and a 3 star rating for air pollution.

Cars are normally to be 4 cylinder. Utility vehicles are to be 4 or 6 cylinder vehicles depending on operational requirements.

The vehicles are also required to have an Australian New Car Assessment Program (ANCAP) 4 star rating for safety for all sedans, wagons and utilities (sedan based), and 3 star rating for other commercial vehicles.

All vehicle prices are determined utilising the Council Purchasing Services of the Western Australian Local Government Association (WALGA) using the State Government Regulations 1996, Part 4, Section 111 (2b) and (2d). The vehicle must be available to be purchased from the vehicles listed in this contract.

Replacement of vehicles

Purchasing vehicles should seek to obtain maximum discounts through the State Government Common Use Agreement.

All vehicles are to be replaced at the optimum period for changeover (see table below), in order to achieve the lowest possible operating costs for each vehicle and as per the Town's plant and equipment replacement program and budgets.

<u>Sedans 2 years or 40,000km</u>
<u>Utilities (Petrol) 3 years or 60,000km</u>
<u>Utilities (Diesel) 4 years or 80,000km</u>
<u>Trucks and heavy plant 3 to 8 years</u>

Maintenance

Where private-use of a Town vehicle is permitted:

- (a) All repairs, maintenance and replacements are to be at the Town's cost.

- (b) Insurance and licensing of vehicles is arranged by the Town of East Fremantle for both business and private use.
- (c) The authorised employee is responsible for ensuring the vehicle is made available for service in accordance with the manufacturer's recommended service schedules.
- (d) Vehicle faults which occur between services are to have repairs arranged immediately.

Business Use of Vehicles

The only business use a Town vehicle is permitted to be used for, is business directly related to the Town.

Responsible Directorate:	Finance & Administration
Reviewing Officer:	Manager Finance & Administration
Decision making Authority:	Council
Policy Adopted:	18/03/08
Policy Amended/Reviewed:	17/9/19
Former Policy No:	F8.5

13.7 LOCAL GOVERNMENT HERITAGE CONSULTANCY GRANT PROGRAM – LOCAL HERITAGE SURVEY – REVIEW OF CATEGORY C PLACES AND HERITAGE AREAS

Report Reference Number	OCR-3815
Prepared by	Christine Catchpole, Senior Planner
Supervised by	Fraser Henderson, Executive Manger Regulatory Services
Meeting date	9 December 2025
Voting requirements	Simple majority
Documents tabled	Nil
Attachments	
	1. Proposed Designated Heritage Areas

PURPOSE

The purpose of the report is to:

- inform the Council of a heritage project undertaken through funding from the Department of Planning, Lands and Heritage (DPLH) (i.e., the Local Government Heritage Consultancy Grant Program); and
- seek Council endorsement as to next steps to complete the project as outlined in the Officer Report.

EXECUTIVE SUMMARY

In 2020/21, the Town became aware of the DPLH Local Government Heritage Consultancy Grant Program. Since it had been some time since the 2014/15 review of the then Municipal Inventory of Heritage places, an application was made for a grant to undertake a project primarily aimed at reviewing the Category C Places and reviewing proposed designated Heritage Areas for the Plympton and Woodside Precincts.

The MI is now known as the Local Heritage Survey (LHS) following changes to the Heritage Act. The LHS has five categories A to E with three main categories being; A, B and C. Category A and B places are formally included in the Town's Heritage List which affords them protection under the Town's Planning Scheme. Category C places are only included in the LHS and are not subject to a development application if demolition is proposed (i.e., an owner can apply for a demolition permit without first seeking development approval to do so).

The decision to review the Category C properties was mostly prompted by changes to the Planning and Development (LPS) Regulations – Deemed Provisions (the Regulations) in 2015, which in effect lessened the level of protection previously afforded to Category C places under LPS 3. That is, no development approval required for demolition. The Town sought the DPLH heritage consultancy grant to enable a review of Category C places and the drafting of local planning policies for the proposed Heritage Areas, as well other heritage related tasks which are mentioned later in the Officer report. The maximum grant amount of \$20,000 (on the understanding the Town would match the grant amount) was awarded with the work to be undertaken by consultants Hocking Heritage and Architecture and the Town's Officers.

The heritage project also included selected Category A and B 'Place Record' updates for properties which had undergone substantial redevelopment, subdivision or other significant change, as well as the creation of a few inadvertently omitted Place Records. This work was completed in 2022/23, however, further work to complete the project scope was delayed due to several factors. The delay has been somewhat beneficial as this has enabled the administration to reassess the initial scope of the project, and impact of the Regulations changes in relation to Category C places.

With the benefit of evaluating development applications assessed in the last 10 years since changes to the Regulations were enacted, it was found there had been minimal impact to Category C properties. Nearly all development has been subject to the formal development approval process because full compliance with both the R-Codes and LPP 3.1.1 – Residential Design Guidelines (LPP 3.1.1) is very difficult to achieve. The Town’s records indicate that 14 Category C properties have been demolished in the 10-year period; 8 of which contained asbestos in the construction materials and 2 which were in poor condition, so the demolition was supported by Council. Twenty seven (27) Category C places have been retained in the same period, in most cases, alterations/additions undertaken have been considered relatively unobtrusive from a heritage conservation perspective.

Given Category C properties are more than not retained, restored and subject to alterations/additions thereby requiring a development approval, the administration is of the view that it is not necessary to proceed with the adoption of designated Heritage Areas. Furthermore, pursuing this would be an onerous task requiring consultation with all owners/occupiers in the proposed Heritage Areas (with consultant heritage expertise required to consider submissions received). This is considered an unwarranted process and an unnecessary additional planning regulation to add to the Town’s development controls when Category C properties are considered not at risk at this point.

However, it is necessary to complete the work to adopt the updated category A and B places, create new Place Records for Council adoption for those missed in the 2014/15 Review and update the InHerit database. The work has been completed by the consultants engaged with the grant monies and will be used to update the LHS and the Heritage List, as well as the DPLH (InHerit) and WA LandInfo (SLIP) databases. This work should commence at some point after the community consultation for LPS 4 is completed, to avoid any confusion and consultation overload.

The recommended next step to complete the project is to hold in abeyance the consideration of Heritage Areas, and advise the DPLH of the reasons for not proceeding so the project and funding can be acquitted. Support is now sought for this approach to complete the project.

BACKGROUND

Municipal Inventory Review 2014/15

December 2014

Council resolved to consult with the owners/occupiers of Category A and B properties on the revised draft MI proposing these places to be included on the LPS 3 Heritage List. Also, Council resolved that priority be given to the identification of designated Heritage Areas with appropriate policy provisions for each.

Council’s consultant (Phil Griffiths and Associates) identified a number of possible designated Heritage Areas for Council’s consideration. These included the Plympton, George Street, Woodside, Richmond, Richmond Hill, Riverside and Town Centre precincts and local planning policies to support the draft Heritage Areas were drafted.

March 2015

The proposed designated Heritage Areas and the associated local planning policies were discussed at the March 2015 Council meeting when it was resolved that they be held in abeyance pending completion of consultation in respect to Category A and B properties.

Initiation of the process to form Heritage Areas would have involved further extensive public consultation of all owners/occupiers in a Heritage Area and, as the consultation regarding the Category A and B listings was contentious and still in progress, it was considered that a further round of advertising would cause confusion and place a significant load on Council resources. Therefore, action regarding the proposed Heritage Areas was essentially put ‘on hold’.

2021

The administration became aware of the DPLH Local Government Heritage Consultancy Grant Program and given the review of the MI was finalised in 2015, an application was made for a grant to undertake a heritage project to review the Category C places and reconsider the designated Heritage Areas for Woodside and Plympton.

The emphasis on Category C places was because they contribute significantly to maintaining the heritage streetscape character and enhance the overall appeal of the Town for the significance they possess as a group. The Town has over 1,000 places on the LHS and of those approximately 680 are Category A and B and approximately 320 are Category C.

The focus on Category C properties was mostly prompted by the changes to the Planning and Development Act (Local Planning Schemes) Regulations 2015 which lessened the Town's planning controls, in relation to alterations/additions to, and the demolition of Category C places because they were not included in the Heritage List of LPS 3 (i.e., no development application required under the Deemed Provisions).

Further amendments to the R-Codes and the Regulations in 2020/21 resulted in development approval exemptions (i.e., building permit only required) for alterations/additions to Category C places if the application complied with the 'deemed to comply' provisions of the R-Codes and LPP 3.1.1. Consequently, it was thought the Town would no longer have the opportunity to assess applications for places listed in the LHS or prevent demolition because under the legislation, a fully compliant application is only mandatory if a property is heritage listed or within a designated heritage area.

The Town was awarded the maximum grant of \$20,000 (on the understanding the Town would match the amount). This enabled the Category C places to be reviewed, as well as the other heritage related tasks to be undertaken as outlined below. The work was undertaken by consultants, Hocking Heritage and Architecture and the Town's Officers.

Revisiting the Heritage Areas Proposal

None of the proposed Heritage Areas or draft local planning policies were designated/adopted at the time of the 2014/15 Review. So, when developing the project scope for the consultancy funding grant it was considered an opportunity to revisit the proposal to designate one or more Heritage Areas within the Town in addition to the George Street Designated Heritage Area (adopted February 2020). While the adoption of Heritage Areas was the eventual aim, on reflection it is now considered this aspect of the project should not be pursued for the reasons outlined below.

In the 10 years since the introduction of the amended Regulations and in the time since the consultants completed the review of Category C places, the Town's records indicate that 14 Category C places have been demolished. In those cases, the Council supported the demolition because the places contained asbestos (8) in the construction materials, were in poor condition (2) and/or were considered of marginal heritage value. Furthermore, almost all applications for alterations/additions to Category C places have required the submission of a development application, as full compliance with the R-Codes and 3.1.1 could not be achieved, therefore eliminating the planning exemption pathway and allowing Officer's to assess a development application.

The delay in progressing this project has allowed the administration to review the situation over the past 10 years and gauge the impact of the legislation and regulation changes. It is concluded that these changes have not resulted in a substantial loss of, or significant change to Category C places, therefore removing the need for designated Heritage Areas for Plympton and Woodside at this point in time. If the need is reconsidered at a future time 'character areas' rather than 'heritage areas' may be considered a better fit and an option to be investigated.

Update and Creation of Place Records

Since completion of the 2014/15 LHS review several places have either undergone major redevelopment, subdivision, restoration, re-use, alterations and additions and/or partial demolition. The Place Records required updating and modification to reflect the current site circumstances, record changes, replace photographs and make corrections. Officers were of the view that this should be undertaken by a suitably qualified consultant and in accordance with the LHS Guidelines (prepared by DPLH), particularly as a number of these Category A places are on the State Register of Heritage Places and as the documents are publicly available and attached to Council reports and the InHerit database.

Also, a small number of places were mistakenly not included in the LHS and in some cases the Heritage List in the 2014/15 Review. The consultants have prepared updated Place Records for several Category A and B places, and these revised forms require formal adoption by Council. As part of this process the owners/occupiers will be notified and invited to comment.

In addition, there are a small number of Place Records which were not produced (due to administrative oversights) at the time of the 2014/15 LHS review, however the places were included in either one or both of the heritage lists. The consultants have drafted these Place Records so the Heritage List and LHS contain a complete record of all listed places and so the documents are publicly available. The administration is not required to advertise these changes to the owner/occupiers as the places have been formally included on the lists previously by Council.

There is also a small number of places which have been demolished and these will be recorded as such on the LHS and noted in an Officer report to Council and updated on the InHerit and WA LandInfo databases.

CONSULTATION

Consultation with *all* owners/occupiers in the Plympton and Woodside Precincts would be required if the Council was to consider the adoption of a designated Heritage Area for each of the precincts.

Individual consultation with landowners/occupiers in respect to the update/replacement and creation of individual Place Records for Category A and B places and the proposed inclusion of any places inadvertently missing from the LPS 3 Heritage List is required. These matters would then be formally reported to Council.

Consultation is not required where the modification of the Place Record is considered administrative in nature and changes to the category and/or statement of significance are not proposed. This would be the case for the majority of the Category C places reviewed by the consultants.

STATUTORY ENVIRONMENT

Heritage Act, 2018
Planning and Development Act, 2005
Planning and Development (LPS) Regulations, 2015
Local Planning Scheme No. 3 – Heritage List

POLICY IMPLICATIONS

Local Planning Strategy 2022
Local Heritage Survey
Guidelines for Local Heritage Survey (Department of Planning; Lands and Heritage – August 2022)

FINANCIAL IMPLICATIONS

Minor administration costs would be incurred in relation to advertising Category A and B places and those places inadvertently omitted in the last LHS review, prior to formal consideration by Council.

Modifications to Place Records for Category C places are considered administrative updates which can be made without community consultation provided there is no change to the classification of a place or the statement of significance. These documents have been finalised by the administration, so no advertising costs would be incurred.

If Council was of the view to initiate the process to designate Heritage Areas for the Town’s Plympton and Woodside precincts (see Attachment 1), the costs and resource requirements could be substantial. It is difficult to quantify these as they would depend on community response to such a proposal. It is a statutory requirement that all owners/occupiers in a proposed designated Heritage Area (i.e., the Plympton and Woodside Precincts) need to be individually advised of a proposal and invited to comment. Consultation materials would need to be developed and communications undertaken. At least two community drop-in sessions would likely be required. Also, it would more than likely be necessary to engage heritage consultants to assess any submissions received, so specialist comments could be provided in the Administrations reports to Council. This is estimated to be a costly task. Dedicated in-house resources would be needed to manage the process, provide information to and respond to property owners and the community. It is estimated that a communications program and resources requirement would be between \$155,000 and \$225,000 depended on community acceptance of such a proposal.

STRATEGIC IMPLICATIONS

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

Built Environment

Accessible, well planned built landscapes which are in balance with the Town’s unique heritage and open spaces.

3.1 Facilitates sustainable growth with housing options to meet future community needs.

3.1.1 Advocate for a desirable planning and community outcome for all major strategic development sites.

3.1.2 Plan for a mix of inclusive diversified housing options.

3.1.3 Plan for improved streetscapes.

3.2 Maintaining and enhancing the Town’s character.

3.2.1 Ensure appropriate planning policies to protect the Town’s existing built form.

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

3.3.1 Continue to improve asset management within resource capabilities.

3.3.2 Plan and advocate for improved access and connectivity.

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)
Officer Recommendation: Community opposition	Unlikely (2)	Minor (2)	Low (1-4)	REPUTATIONAL Substantiated, low impact, low news item	Accept Officer Recommendation
Decisions to initiate Heritage Areas: Community opposition	Likely (4)	Major (4)	High (10-16)	REPUTATIONAL Substantiated, public embarrassment, high impact, high news profile, third party actions	Develop extensive communication, education and community engagement program

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	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

Officers Recommendation

Risk Rating	4
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

Initiate Heritage Areas

Risk Rating	16
Does this item need to be added to the Town's Risk Register	Yes
Is a Risk Treatment Plan Required	Yes

SITE INSPECTION

N/A

COMMENT

The heritage consultancy work under the grant was completed some time ago now and was undertaken on the basis that it would contribute to the protection of heritage places and areas in the Town, specifically Category C places.

The full scope of the project was not finalised following completion of the consultancy project, as staff resources were diverted to major SDAU/WAPC 'Significant Development' applications, scheme amendments and the East Fremantle Community Park project. However, this delay has been helpful in that it has allowed the administration to reassess the need for designated Heritage Areas at the present time. The administration has now had the benefit of assessing the impact of the changes to the Regulations since 2015 in relation to the number and type of development applications impacting Category C properties since the changes to the Regs in 2015 and more so over the last five years.

It is now considered unnecessary to pursue the designated heritage areas component of the project as this additional level of protection for Category C properties is considered not warranted due to the low demolition rate for these properties and as they are mostly subject to development applications. Also, the Council's decision to initiate the preparation of LPS 4 will result in a further review of Local Planning Policy 3.1.1 – Residential Design

Guidelines (draft Heritage Area policy is based on LPP 3.1.1) and a review of residential development controls. Variations to the R-Codes and local planning policy under LPS 4 may offer further protection for places on the LHS. However, it is considered necessary to undertake the tasks outlined below which would form part of an ongoing review of the LHS and will use the updated Place Records completed by the consultants.

Furthermore, with the Council decision to prepare LPS 4 comes significant statutory and non-statutory community engagement which will commence in November 2025 and the first half of 2026. Therefore, any additional consultation regarding heritage matters needs to be well-timed to prevent confusion and consultation overload in respect to planning projects. Also, consultation exercises can result in the need for additional staff resources (and potential engagement of consultants) to assess submissions and report to Council.

In light of the above comments, the administration recommends that the Town's LHS and Heritage List records should be formally updated in regard to the reviewed Place Records but the proposed Heritage Areas not proceed at this point.

CONCLUSION

That the Council, in relation to the *Local Government Heritage Consultancy Grant Program*, resolve to:

- A. not proceed with the process for adopting designated heritage areas and the associated local planning policies for the Plympton and Woodside precincts at this time; and
- B. agree to the administration commencing the following tasks after completion of the formal consultation and engagement procedures for Local Planning Scheme No. 4:
 - (i) undertake the process required for Council to consider adoption of the updated Place Record forms (Category A and B as completed by the consultants) on the Local Heritage Survey and the Heritage List;
 - (ii) consider new Place Records for those places which were inadvertently omitted in the 2014/15 review and seek Council support for these places to be included in the Local Heritage Survey and the Heritage List; and
 - (iii) update the Local Heritage Survey, Heritage List and InHerit databases as required.

13.7 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 110912

OFFICER RECOMMENDATION:

Moved Cr Maywood, seconded Cr White

The Council, in relation to the *Local Government Heritage Consultancy Grant Program*, resolve to:

- A. not proceed with the process for adopting designated heritage areas and the associated local planning policies for the Plympton and Woodside precincts at this time; and**
- B. agree to the administration commencing the following tasks after completion of the formal consultation and engagement procedures for Local Planning Scheme No. 4:**
 - (i) undertake the process required for Council to consider adoption of the updated Place Record forms (Category A and B as completed by the consultants) on the Local Heritage Survey and the Heritage List;**
 - (ii) consider new Place Records for those places which were inadvertently omitted in the 2014/15 review and seek Council support for these places to be included in the Local Heritage Survey and the Heritage List; and**
 - (iii) update the Local Heritage Survey, Heritage List and InHerit databases as required.**

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

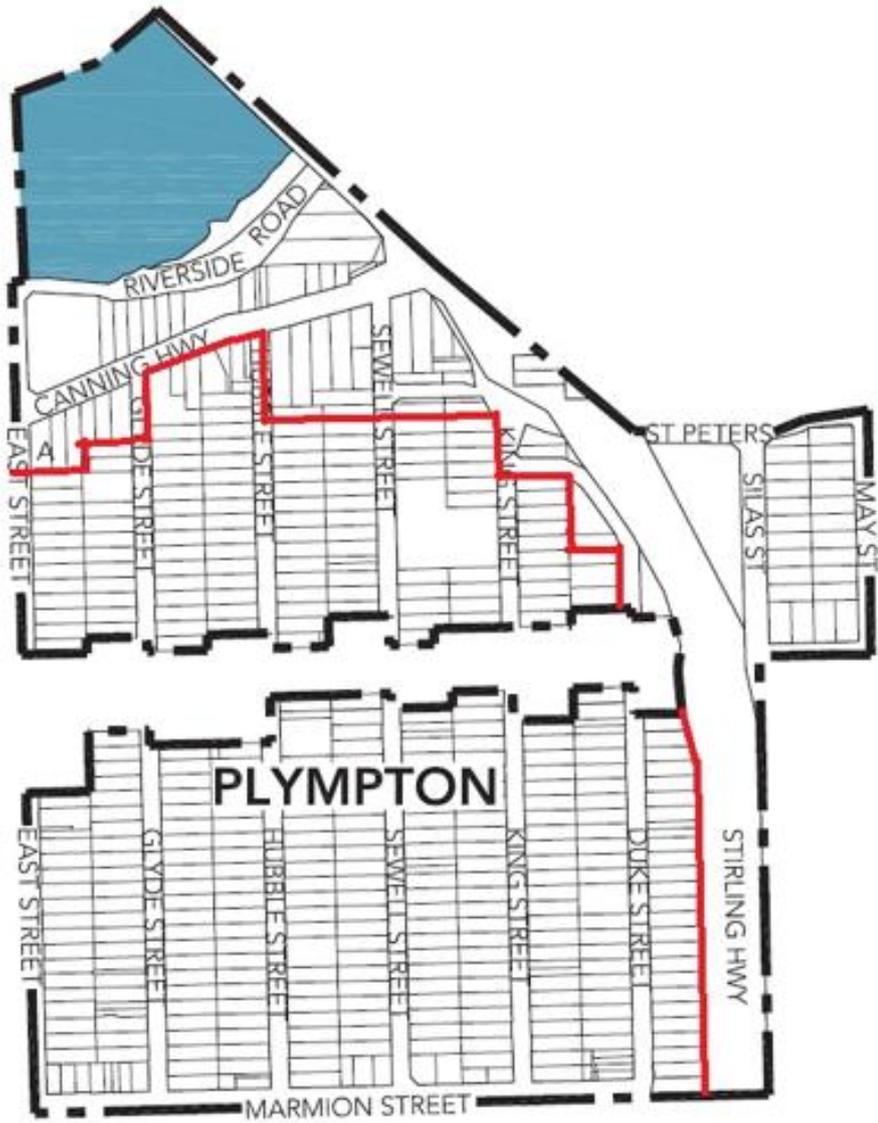
REPORT ATTACHMENTS

Attachments start on the next page

Attachment 1
Proposed Designated Heritage Area – Woodside



Attachment 1
Proposed Designated Heritage Area - Plympton



13.8 LIST OF ACCOUNTS NOVEMBER 2025

Report Reference Number	OCR-3902
Prepared by	Natalie McGill, Senior Finance Officer David Van Herk, Accountant
Supervised by	Pratigya Pandeya, Manager Finance
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none"> List of Accounts November 25 Ampol invoice November 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 November 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 November to 30 November 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.

POLICY IMPLICATIONS

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

FINANCIAL IMPLICATIONS

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

STRATEGIC IMPLICATIONS

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

RISK IMPLICATIONS

RISKS

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

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		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)
BELGRAVIA LEISURE	EAST FREMANTLE - FY 2025 EOFY DEFICIT PARTNER SUBSIDY & FY 2024 EOFY DEFICIT - FY 24 PARTNER SUBSIDY	\$ 1,330,591.24
FOCUS NETWORKS	MOVE SONICWALL SSL VPN LICENCES FROM SMA TO FIREWALL, MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES), VMWARE OPTIONS - VMWARE TO MS HYPER V OR VM WARE LICENSE RENEWAL, SOFTWARE AS A SERVICE AND MANAGED HARDWARE - NOVEMBER 25 & IMPLEMENT MGA USING MICROSOFT AUTHENTICATOR REMOVE DUO	\$ 40,000.75
VEOLIA RECYCLING & RECOVERY	WASTE & RECYCLING – OCTOBER	\$ 39,545.45
VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD AUSTRALIA	WASTE & RECYCLING – OCTOBER	\$ 32,925.75
STEANN PTY LTD	GREEN WASTE BULK VERGE COLLECTION - COLLECTION & TRANSPORT TO RICHGRO - OCTOBER 2025 & GREEN WASTE REMOVAL FROM BUND - OCTOBER 2025	\$ 32,782.86

SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	\$ 23,028.96
DEPARTMENT OF FIRE AND EMERGENCY SERVICES	2025/26 ESL ON COUNCIL OWNED PROPERTIES	\$ 16,138.69
PROTEC ASPHALT	REMAINING SECTION OF CAPITAL WORKS PROJECT - MOSS STREET FOOTPATH & FOOTPATH PATCHING REPAIRS - CLAYTON, ALEXANDRA, IRWIN & GEORGE	\$ 15,290.00

CONCLUSION

Nil

13.8 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 120912

OFFICER RECOMMENDATION:

Moved Cr Wilson, seconded Cr White

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 November 2025.

November 2025		
Voucher No.	Account	Amount
Cheque	Municipal (Cheques)	\$
EFT 40173— 40311	Municipal (EFT)	\$1,745,902.17
Payroll	Municipal (EFT)	\$268,462.28
	Municipal (Direct Debit)	\$225,562.10
	Credit Card	\$4,420.7
	Total Payments	\$2,244,346.72

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE

List of Accounts paid by the Chief Executive for November 2025 submitted for the information of the Council Meeting to be held on Tuesday 09 December 2025

Cheque	Payment Date	Supplier	Description	Inv Amount	Cheque
5425					
			CHEQUE TOTAL	-	-
EFTS					
		Supplier	Description	Inv Amount	EFT
EFT40173	05/11/2025	AUSTRALIA POST	MONTHLY POSTAL CHARGES -OCTOBER 25	2,081.69	2,081.69
EFT40174	05/11/2025	BUNNINGS	EQUIPMENT FOR VERGES MAINTENANCE	252.34	
			MATERIALS FOR VARIOUS WORKS - 30/10/25	231.75	
			MATERIALS FOR VARIOUS WORKS - 31/10/25	90.16	574.25
EFT40175	05/11/2025	BOC LIMITED	CONTAINER SERVICE - OCTOBER 2025	23.91	23.91
EFT40176	05/11/2025	CITY OF COCKBURN	TIP FEES - OCTOBER 2025	1,785.00	1,785.00
EFT40177	05/11/2025	FREMANTLE HERALD	ACROSS THE TOWN ADVERT - 01/11/25	605.00	605.00
EFT40178	05/11/2025	MCLEODS	ELECTED MEMBER INDUCTION SESSION (22/10/25) - ROLES & RESPONSIBILITIES/DISCLOSURES OF INTEREST/CODE OF CONDUCT.	3,850.00	
			LEGAL ADVICE	382.80	
			LEGAL FEES - TRANSFER OF RIVER RESERVE LEASE	765.60	4,998.40
EFT40179	05/11/2025	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE USE 22/09/25 - 21/10/25	159.98	159.98
EFT40180	05/11/2025	TELSTRA LIMITED	DEPOT MOBILE BACKUP 04/10/25 - 03/11/25	1,818.00	1,818.00
EFT40181	05/11/2025	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	23,028.96	23,028.96
EFT40182	05/11/2025	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	1 x STAFF REGISTRATION -INDUCTION TO LOCAL GOVERNMENT WORKSHOP	585.00	585.00
EFT40183	05/11/2025	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES- ADMIN - 21/10/25	74.50	
			WOOLWORTHS PURCHASES - CHSP - 21/10/25	106.50	
			WOOLWORTHS PURCHASES - OPERATIONS - 21/10/25	11.15	
			WOOLWORTHS PURCHASES- ADMIN - 27/10/25	23.70	
			WOOLWORTHS PURCHASES - CHSP -28/10/25	47.90	
			WOOLWORTHS PURCHASES- ADMIN - 28/10/25	31.85	
			WOOLWORTHS PURCHASES - OPERATIONS - 31/10/25	22.35	317.95
EFT40184	05/11/2025	EAST FREMANTLE LAWN TENNIS CLUB	CHSP - HALL HIRE 01/10, 08/10, 15/10 22/10 & 29/10	1,000.00	1,000.00
EFT40185	05/11/2025	RAC BUSINESSWISE	TOWING OF BUS FROM HIGHWAY TO O'CONNOR FOR REPAIR - 22/10/25	453.40	453.40
EFT40186	05/11/2025	LANDSCAPE YARD O'CONNOR	PRESTON POINT RESERVE - TOP DRESSING SAND	165.30	
			YELLOW SAND TO BACK FILL VERGE	82.65	247.95
EFT40187	05/11/2025	MP ROGERS & ASSOCIATES P/L	PROFESSIONAL FEES - COASTAL ENGINEERING SERVICES - TENDER PHASE SERVICES FOR NORM MCKENZIE RIVERWALL PROJECT - REVIEW OF TENDER DOCUMENTS, ATTENDANCE AT TENDER BRIEFING AND MISC LIASION WITH TOWN	2,123.88	2,123.88
EFT40188	05/11/2025	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION - OWNERSHIP REQUESTS - FINAL NOTICES - INFRINGEMENTS - AUGUST 25	362.10	362.10
EFT40189	05/11/2025	FOCUS NETWORKS	PROJECT WORK RATE FOR OUT OF SCOPE WORKS - STANDING ORDER - 18/08/25 - 17/09/25	552.20	
			QU8783G CREATE NEW SECURITY GROUP - NEW WHS/HR FOLDER ON Y DRIVE	209.00	761.20
EFT40190	05/11/2025	THE TURBAN INDIAN RESTURANT	STANDING ORDER FOR CATERING 25/26 - 27/10/25	435.60	435.60
EFT40191	05/11/2025	SNAP PRINTING	VEHICLE REMOVAL NOTICE PRINT	541.30	
			4 x A1 POSTER ON BOND PAPER SINGLE SIDED	88.00	
			3,000 PRINT DL WINDOW FACE SECRETIVE ENVELOPES	699.60	1,328.90
EFT40192	05/11/2025	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	STANDING ORDER - PAYABLE CREDIT CARD TRANSACTIONS VIA TILL PER MONTH - SEPTEMBER 25	256.09	
			STANDING ORDER FOR ONGOING MONTHLY CHARGES - HOST CMS INC LICENSE & COMMUNICATION COSTS, COMPREHENSIVE MAINTENANCE & PARTS PER MONTH - OCTOBER 25	187.31	443.40
EFT40193	05/11/2025	VEOLIA RECYCLING & RECOVERY	GENERAL WASTE - 46 EAST STRTEET - 01/10/25 - 29/10/25	860.47	860.47
EFT40194	05/11/2025	WINC	OFFICE STATIONERIES ORDERED ON 28/10/25	200.48	200.48
EFT40195	05/11/2025	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 22/10/25	18.90	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 24/10/25	20.00	38.90
EFT40196	05/11/2025	EASY ACCESS LIFTS	TOWN HALL - LIFT SERVICE 2025/26 - 1ST VISIT -AUGUST	717.20	717.20
EFT40197	05/11/2025	THE FRUIT BOX GROUP	STANDING ORDER - FRUITBOX DELIVERY TOWN HALL AND DEPOT - 29/09/25 - 20/10/25	264.00	264.00
EFT40198	05/11/2025	KYOCERA DOCUMENT SOLUTIONS	PRINTING COSTS - DOVENBY HOUSE - RVQ4209896 3554CI - OCTOBER 25	82.45	
			PRINTING COSTS - RF59800236 - 6053C REG SVS - RVG2901500 6054CI OPERATIONS - RVQ3Y09206 -2554CI, 1FW5300342 - OCTOBER 25	273.04	355.49
EFT40199	05/11/2025	M2M ONE PTY LTD	25/26 - TOWN HALL LIFT EMERGENCY SIM CARD - NOVEMBER 25	20.90	20.90
EFT40200	05/11/2025	TPG NETWORK PTY LTD	INTERNET SERVICES - 01/10/25 - 31/10/25	1,789.70	1,789.70
EFT40201	05/11/2025	PROTEC ASPHALT	REMAINING SECTION OF CAPITAL WORKS PROJECT - MOSS STREET FOOTPATH (AS QUOTED)	10,670.00	
			FOOTPATH PATCHING REPAIRS - CLAYTON, ALEXANDRA, IRWIN & GEORGE	4,620.00	15,290.00
EFT40202	05/11/2025	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 23/10/25	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 30/10/25	20.00	35.00
EFT40203	05/11/2025	H JOHNSTONE	REIMBURSEMENT OF COST OF CPR COURSE	79.00	79.00
EFT40204	05/11/2025	A CONNELL	CHSP - CBDC CLIENT ACTIVITY 08/10 & 22/10	120.00	120.00

EFT40205	05/11/2025	PREMIUM BRAKE AND CLUTCH SERVICE	FRONT WHEEL TYRE REPLACEMENT - MITSUBISHI ROSA	920.70	920.70
EFT40206	05/11/2025	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 16/10/25	18.50	18.50
EFT40207	05/11/2025	SOUTHERN BINS PTY LTD	BULK BINS - WAUHOP ROAD - OCTOBER 2025 - 21/10 - 23/10	725.00	
			BULK BINS - WAUHOP ROAD - OCTOBER 2025 - 23/10/25	725.00	
			SKIP BIN FOR DEPOT - 1 WEEK EXTENSION 24/10 -31/10	45.00	
			BULK BINS - WAUHOP ROAD - OCTOBER 2025 - 29/10/25	725.00	
			DEPOT - SKIP BIN HIRE EXTENSION (WEEKLY CHARGE) 31/10 - 07/11	45.00	2,265.00
EFT40208	05/11/2025	J MUIR	CHSP VOLUNTEER MEAL REIMBURSEMENT 23/10/25	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 30/10/25	20.00	35.00
EFT40209	05/11/2025	BING TECHNOLOGIES PTY LTD	BING MAILOUT COST FOR LPS 4 COMMUNITY DROP IN SESSION	1,544.69	
			ELECTRONIC MAIL - 20/10/25 - 31/10/25	102.73	1,647.42
EFT40210	05/11/2025	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS - NOVEMBER 25	3,176.05	3,176.05
EFT40211	05/11/2025	CR. MAYWOOD	DEPUTY MAYORAL ALLOWANCE 28/10 - 31/10	111.26	111.26
EFT40212	05/11/2025	SOURCE BUSINESS PARTNERS	EOY 2024-25 AUDIT ASSISTANCE INCLUDING EFCP - 13/10/25 - 26/10/25	3,223.81	3,223.81
EFT40213	05/11/2025	MORIN AND SON TREE SERVICES	TREE PRUNING - VARIOUS LOCATIONS - 31/10/25 - FRASER, STATON, SILAS, POLO, PETRA, STRATFORD, GILL, WINDSOR, PRESTON POINT & GOURLEY PARK	5,401.00	5,401.00
EFT40214	05/11/2025	7 TO 1 PHOTOGRAPHY	NEW COUNCILLOR IMAGES POST ELECTIONS	660.00	660.00
EFT40215	05/11/2025	VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD	WASTE DISPOSAL GENERAL WASTE - 29/09 - 29/10	1,952.95	
			WASTE DISPOSAL FOGO - 01/10/25 - 31/10/25	25,153.14	
			WASTE DISPOSAL RECYCLING - 01/10/25 - 31/10/25	5,819.66	32,925.75
EFT40216	05/11/2025	MOBILE SENTINEL PTY LTD T/AS LITTLE RIPPERS TECHNOLOGY	BIODEGRADABLE CANINE WASTE DISPOSAL BAGS	2,607.00	2,607.00
EFT40217	05/11/2025	THE LAWCARE MAN	APPLY IRONMAN FERTILISER AND CASPER TO WAUHOP PARK, HENRY JEFFERY OVAL, PRESTON POINT RESERVE	1,054.00	1,054.00
EFT40218	05/11/2025	OD CONSULTING - BELINDA COGHLAN	CULTURAL VALUES REVIEW (SHAPING OUR CULTURE) - STAGES AS LISTED	4,048.00	4,048.00
EFT40219	05/11/2025	SHARP IMPRESSIONS	SHARP IMPRESSIONS STANDING ORDER - STAFF UNIFORMS	73.70	73.70
EFT40220	05/11/2025	A MCALEER	REIMBURSEMENT OF COST OF OBTAINING POLICE CLEARANCE	64.90	
			REIMBURSEMENT OF COST OF CLIENT ACTIVITY MATERIALS	21.00	85.90
EFT40221	05/11/2025	EUROPCAR WA	BUS HIRE 22/10/2025 - 24/10/2025	391.68	
			FUEL DIFFERENCE FOR BUS HIRE 24/10/25	193.10	
			CHSP BUS HIRE 27/10/25	208.34	793.12
EFT40222	05/11/2025	OHURA GROUP PTY LTD/EAS OHURA CONSULTING	STRATEGIC INDUSTRIAL RELATIONS SUPPORT - 06/10 -28/10	3,205.80	3,205.80
EFT40223	05/11/2025	GECKO CONTRACTING	APPLY BIAGRA WATER RETAINER AND THUMPER TO WAUHOP PARK, HENRY JEFFERY OVAL, PRESTON POINT RESERVE	1,100.00	1,100.00
EFT40224	05/11/2025	DOOR INSTALLATION PERTH	EFLTC - SUPPLY & INSTALL 2X REPLACEMENT EXTERNAL TOILET DOORS, CLOSERS & SECURITY HANDLES	1,867.00	1,867.00
EFT40225	05/11/2025	CR CUTTER	SITTING FEES & ICT ALLOWANCE 19/10/25 - 31/10/25	780.52	780.52
EFT40226	05/11/2025	PERTH ECO BEEKEEPING & BEE REMOVAL	STREET TREE - MARMION STREET - BEE TRAPPING & RELOCATION	1,100.00	1,100.00
EFT40227	05/11/2025	N COLLARD	REVIEW OF NIERGARUP TRACK SIGNAGE FOR RENEWAL OF SIGNS ON THE TRACK AS PART OF RECONCILIATION ACTION PLAN	600.00	600.00
EFT40228	05/11/2025	CR BROCKMANN	SITTING FEES & ICT ALLOWANCE 19/10/25 - 31/10/25	780.52	780.52
EFT40229	05/11/2025	D JOHNSON	REFUND OF OVERPAYMENT OF PARKING FEES LEEUWIN LAUNCHING RAMP 26/10/25	25.00	25.00
EFT40230	05/11/2025	A HANSON	REFUND OF OVERCHARGE FOR COPIES OF PLANS - WOODHOUSE ROAD	52.50	52.50
EFT40231	05/11/2025	BELGRAVIA HEALTH & LEISURE GROUP PTY LTD	EAST FREMANTLE - FY 2025 EOFY SURPLUS/DEFICIT PARTNER SUBSIDY	944,665.36	
			FY 2024 EOFY SURPLUS /DEFICIT - FY 24 PARTNER SUBSIDY	385,925.88	1,330,591.24
EFT40232	05/11/2025	AMPOL AUSTRALIA	FUEL USE 01/10/25 - 31/10/25	5,189.32	5,189.32
EFT40233	07/11/2025	C COLLINSON	REFUND OF CANDIDATE DEPOSIT LOCAL GOVERNMENT ELECTIONS OCTOBER 25	100.00	100.00
EFT40234	07/11/2025	A WHITE	REFUND OF CANDIDATE DEPOSIT LOCAL GOVERNMENT ELECTIONS OCTOBER 25	100.00	100.00
EFT40235	07/11/2025	T NATALE	REFUND OF CANDIDATE DEPOSIT LOCAL GOVERNMENT ELECTIONS OCTOBER 25	100.00	100.00
EFT40236	07/11/2025	M WILSON	REFUND OF CANDIDATE DEPOSIT LOCAL GOVERNMENT ELECTIONS OCTOBER 25	100.00	100.00
EFT40237	07/11/2025	A BROCKMANN	REFUND OF CANDIDATE DEPOSIT LOCAL GOVERNMENT ELECTIONS OCTOBER 25	100.00	100.00
EFT40238	07/11/2025	R CUTTER	REFUND OF CANDIDATE DEPOSIT LOCAL GOVERNMENT ELECTIONS OCTOBER 25	100.00	100.00
EFT40239	07/11/2025	S BOYD	REFUND OF CANDIDATE DEPOSIT LOCAL GOVERNMENT ELECTIONS OCTOBER 25	100.00	100.00
EFT40240	07/11/2025	T FITZGERALD	REFUND OF CANDIDATE DEPOSIT LOCAL GOVERNMENT ELECTIONS OCTOBER 25	100.00	100.00
EFT40241	19/11/2025	BUNNINGS BLDG SUPPLIES LTD	MATERIALS FOR VARIOUS REPAIRS	218.28	218.28
EFT40242	19/11/2025	FREMANTLE HERALD	ADVERTISING OF AMENDMENT 20 - FREMANTLE HERALD - 01/11/125	440.00	440.00
EFT40243	19/11/2025	IMPRINT PLASTIC	COUNCIL BADGES - MAYOR NATALE, CRS BOYD, BROCKMANN & CUTTER	64.35	64.35
EFT40244	19/11/2025	TELSTRA LIMITED	1 x APPLE PHONE 17 5G 512GB - N OMalley - TBAP0001510574	1,799.00	
			CEO MOBILE PHONE TO 01/11/25	149.98	

			DEPOT MOBILE BACKUP 04/11/25 - 03/12/25	19.00	
			STANDING ORDER FOR MONTHLY DATA FEES FOR OPERATIONS & RANGERS TABLETS AND PHONES, RETIC AND VMS TRAILER 25/26 TO 03/11/25	1,490.00	3,457.98
EFT40245	19/11/2025	YOUNGS PLUMBING SERVICE P/L	PRESTON POINT RESERVE CLUBHOUSE - FAULT FIND & REPAIR HOT WATER SYSTEM	231.25	231.25
EFT40246	19/11/2025	STEANN PTY LTD	GREEN WASTE REMOVAL FROM BUND - OCTOBER 2025	3,632.86	
			GREEN WASTE BULK VERGE COLLECTION - COLLECTION & TRANSPORT TO RICHGRO - OCTOBER 2025	29,150.00	32,782.86
EFT40247	19/11/2025	JONATHAN EPPS	NORM MCKENZIE - ARBORIST INSPECTION & REPORTS	594.00	594.00
EFT40248	19/11/2025	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	2025/26 ESL ON COUNCIL OWNED PROPERTIES	16,138.69	16,138.69
EFT40249	19/11/2025	SATELLITE SECURITY SERVICES	TOWN HALL - INSPECT CEO/MEETING ROOM CARD READER 28/10/25	137.50	137.50
EFT40250	19/11/2025	CR. HARRINGTON	SITTING FEES, ICT ALLOWANCE - NOVEMBER 25	1,861.25	1,861.25
EFT40251	19/11/2025	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - CHSP - 04/11/25	97.84	
			WOOLWORTHS PURCHASES - OPERATIONS - 05/11/25	66.10	
			WOOLWORTHS PURCHASES - CHSP - 05/11/25	94.95	
			WOOLWORTHS PURCHASES- ADMIN -06/11/25	99.10	
			WOOLWORTHS PURCHASES- ADMIN - 08/11/25	112.50	
			WOOLWORTHS PURCHASES - CHSP - 11/11/25	24.00	
			WOOLWORTHS PURCHASES - OPERATIONS - 11/11/25	47.70	
			WOOLWORTHS PURCHASES - CHSP - 11/11/25	73.71	
			WOOLWORTHS PURCHASES- ADMIN - 13/11/25	22.17	
			WOOLWORTHS PURCHASES - OPERATIONS - 13/11/25	4.65	
			WOOLWORTHS PURCHASES - OPERATIONS -14/11/25	163.29	
			WOOLWORTHS PURCHASES - CHSP - 14/11/25	140.33	946.34
EFT40252	19/11/2025	KELYN TRAINING SERVICES	CHAINSAW / POLESAW TRAINING - CORPORATE BOOKING - UP TO 8 PARTICIPANTS - 12/11/25	2,950.00	2,950.00
EFT40253	19/11/2025	CR COLLINSON	SITTING FEES & ICT ALLOWANCE - NOVEMBER 25	1,861.25	1,861.25
EFT40254	19/11/2025	DAVID GRAY & CO. PTY LTD	COMPLETE SETS 240L BINS - NATURE GREEN BODY + LIME GREEN LIDS	1,464.65	1,464.65
EFT40255	19/11/2025	WEST COAST SHADE	SHADE SAIL INSTALL - SUMMER 2025/26 -EI CHAPMAN, ULRICH PARK, NORM MCKENZIE, STRATFORD STREET PARK, GLASSON PARK, JOHN TONKIN, LEE PARK, RACEWAY PARK	3,058.00	3,058.00
EFT40256	19/11/2025	HYDRO JET	GRAFFITI REMOVAL - ST PETERS UNDERPASS + GEORGE STREET UNDERPASS	1,435.50	
			GRAFFITI REMOVAL - CANNING HIGHWAY & STATON ROAD	1,127.50	2,563.00
EFT40257	19/11/2025	MP ROGERS & ASSOCIATES P/L	TENDER PHASE SERVICES FOR NORM MCKENZIE RIVERWALL PROJECT	3,010.69	3,010.69
EFT40258	19/11/2025	D.J. PALMER (WA) PTY LTD	MATERIALS FOR GATE REPAIR	59.22	59.22
EFT40259	19/11/2025	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION - OWNERSHIP REQUESTS - FINAL NOTICES - INFRINGEMENTS- OCTOBER 25	397.80	397.80
EFT40260	19/11/2025	FOCUS NETWORKS	MOVE SONICWALL SSL VPN LICENCES FROM SMA TO FIREWALL - QU8718G	11,220.00	
			RFT04 - 2021/22 MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES)	9,214.70	
			QU8445G VMWARE OPTIONS - VMWARE TO MS HYPER V OR VM WARE LICENSE RENEWAL	3,954.50	
			RFT04 - 2021/22 SOFTWARE AS A SERVICE AND MANAGED HARDWARE - NOVEMBER 25	12,036.55	
			QU8371G IMPLEMENT MGA USING MICROSOFT AUTHENTICATOR AND REMOVE DUO	3,575.00	40,000.75
EFT40261	19/11/2025	ENVIRO SWEEP	STREET SWEEPING - OCTOBER 2025 (INC FUEL SURCHARGE)	5,006.36	5,006.36
EFT40262	19/11/2025	E LIMBERT	REIMBURSEMENT OF COST OF CPR COURSE 12/11/25	59.00	59.00
EFT40263	19/11/2025	SNAP PRINTING	FOGO UPDATED CADDY BIN STICKERS	595.00	
			BUSINESS CARDS - MAYOR NATALE, CRS BOYD, BROCKMANN & CUTTER	660.00	1,255.00
EFT40264	19/11/2025	CR WHITE	SITTING FEES & ICT ALLOWANCE - NOVEMBER 25	1,861.25	1,861.25
EFT40265	19/11/2025	SONIC HEALTH PLUS	PRE-EMPLOYMENT MEDICALS - 14/11/25	179.30	179.30
EFT40266	19/11/2025	STATE WIDE TURF SERVICES	LOW MOW AND SWEEP HENRY JEFFERY OVAL, PRESTON POINT RESERVE	4,125.00	4,125.00
EFT40267	19/11/2025	MAYOR. TONY NATALE	SITTING FEES, ICT ALLOWANCE & MAYORAL ALLOWANCE - NOVEMBER 25	6,106.08	6,106.08
EFT40268	19/11/2025	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 & RECYCLING - YELLOW BINS COMMERCIAL, 48-50 ALEXANDRA ROAD - RECYCLING & GENERAL WASTE- OCTOBER 25	39,545.45	39,545.45
EFT40269	19/11/2025	S DANGEN	REIMBURSEMENT OF COST OF CPR TRAINING	59.00	59.00
EFT40270	19/11/2025	WINC	OFFICE STATIONARY & COPY PAPER - DEPOT - NET80705231	112.39	112.39
EFT40271	19/11/2025	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 31/10/25	19.95	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 05/11/25	16.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 12/11/25	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 14/11/25	20.00	75.95
EFT40272	19/11/2025	GRACE RECORDS MANAGEMENT (AUSTRALIA)	STANDING ORDER FOR DOCUMENT SCANNING, DATA STORAGE USER LICENCES AND HOSTING - OCTOBER 25	1,312.67	
			STANDING ORDER FOR STORAGE FEES 01/11/25 - 30/11/25 AND FILE RETRIEVAL OCTOBER 25	429.39	1,742.06
EFT40273	19/11/2025	ROYAL LIFE SAVING SOCIETY WA	RLSWA SWIMMING POOL BARRIER INSPECTIONS AS CONTRACTOR TO TOWN - OCTOBER 25	9,292.80	9,292.80

		CBA	MERCHANT FEE	1,066.31	1,066.31
		CBA	REJECT RETURN & STOP PAYMENT FEES	5.00	5.00
		SHERRIF'S OFFICE PERTH	FER REGISTRATION FEES	2,035.50	2,035.50
		AMEX	AMEX FEE	376.00	376.00
		NUVEI AUSTRALIA	NUVEI (TILL) SIMPLEPAY FEE	411.57	411.57
		SUPERCHOICE	EMPLOYEE SUPERANNUATION	32,439.20	32,439.20
		CBA	COMMBIZ TRANSACTION FEES	47.78	47.78
		CBA	ACCOUNT SERVICE TRANSACTION FEES	6.50	6.50
		EXETEL	INTERNET ACCESS	105.00	105.00
		CBA	BPOINT TRANSACTION FEES	74.80	74.80
		WA TREASURY CORP	LOAN	188,352.63	188,352.63
		CBA	BPAY TRANSACTION FEES	420.43	420.43
				225,562.10	225,562.10
	Credit Cards - November 2025	Supplier	Description	Inv Amount	EFT
		CREDIT CARD - ANDREW DRIVER	WOOLWORTHS - OFFICE SUPPLIES	51.50	51.50
			WOOLWORTHS - OFFICE SUPPLIES	49.00	49.00
			WORK CLOBBER - RANGER UNIFORM	378.30	378.30
			WORK CLOBBER - RANGER UNIFORM	17.90	17.90
		CREDIT CARD - FRASER HENDERSON	OFFICEWORKS - STATIONERY	4.50	4.50
			NESPRESSO - CATERING	209.34	209.34
		CREDIT CARD - PETER KOCIAN	HOUSE IN GATEWAY - CUTLERY	244.57	244.57
			FONGS CHINESE RESTURANT- CATERING	375.00	375.00
			SAN ZAAB THAI - CATERING	316.90	316.90
			INUIT MAILCHIMP- SUBSCRIPTION	69.73	69.73
			GILBERTS FRESH - CATERING	157.92	157.92
			REBEL - EVENT SUPPLIES	499.94	499.94
			GILBERTS FRESH - CATERING	27.99	27.99
			SANDRINOS - CATERING	333.67	333.67
			SURVEY MONKEY CORE - SUBSCRIPTION	384.00	384.00
		CREDIT CARD - JANINE MAY	CORPORATE FLORAL - FLOWRS FOR STAFF MEMBER	125.00	125.00
			SPOTLIGHT COCKBURN - GIFT WRAPPING	30.00	30.00
			HOST DIRECT - KITCHEN EQUIPMENT	133.98	133.98
		CREDIT CARD - GINA TETI	OFFICEWORKS - STATIONERY	21.82	21.82
			SUPER CHEAP AUTO - CHSP VEHICLE SAFETY ITEMS	12.99	12.99
			SUPER CHEAP AUTO - CHSP VEHICLE SAFETY ITEMS	59.96	59.96
			OFFICEWORKS - STATIONERY	73.26	73.26
			UNDER THE SUN KARDINYA - CROCKERY FOR FOOD	12.19	12.19
			KMART - CHSP ART ACTIVITY	22.00	22.00
			RTS TRAINING GROUP - STAFF TRAINING	70.00	70.00
			MANDURAH CRUISES - CLIENT ACTIVITY	146.88	146.88
			MANDURAH CRUISES - CLIENT ACTIVITY	146.88	146.88
		CREDIT CARD JONATHAN THROSSELL	FREMANTLE POST SHOP - EMPLOYEE GRATUITY	305.95	305.95
			OFFICEWORKS - STATIONERY	39.00	39.00
			DOLCE AND SALATO - CATERING	100.00	100.00
			CREDIT CARD TOTAL	4,420.17	4,420.17
			<i>Description</i>	<i>NET PAY</i>	<i>EFT</i>
			PAYROLL FORTNIGHT ENDING 11/11/25	139,695.01	139,695.01
			PAYROLL FORTNIGHT ENDING 25/11/25	128,767.27	128,767.27
			PAYROLL TOTALS	268,462.28	268,462.28
			AMPOL FUEL CARDS - NOVEMBER 25	4,440.75	4,440.75
			GRAND TOTAL	2,244,346.72	2,244,346.72



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

E 000257 000
TOWN OF EAST FREMANTLE
PO BOX1087
FREMANTLE WA 6959

Invoice date: 30/11/2025

Your account details [REDACTED]	Due date 21/12/2025	Total due inc GST \$4,440.75
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Your AmpolCard invoice summary

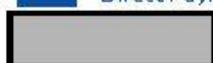
01/11/2025 – 30/11/2025

Description	Product	Quantity	Amount \$ excl GST	GST amount	Total inc GST \$
FLEET	Unleaded	630.16	986.10	98.60	1,084.70
	Premium 95 A	197.43	340.17	34.02	374.19
	Oils/Lubricants		71.36	7.14	78.50
	Premium Diesel A	1,547.79	2,639.44	263.92	2,903.36
	Total for Fleet		4,037.07	403.68	4,440.75
	Total		4,037.07	403.68	4,440.75

Payment options



EFT Direct Payment



Credit Card

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

Breakdown of account summary

Invoice date: 30/11/2025

Account no: [REDACTED]

Invoice ref no: [REDACTED]

Details of fleet transactions processed from 01/11/2025 - 30/11/2025

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 01/11/2025 - 30/11/2025

Invoice ref no [REDACTED]

Account no: [REDACTED]

Invoice date: 30/11/2025

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
Domestic 4085												
[REDACTED]	Rego 1GBT9B1 Crd Holder HACC											
Ampol Foodary Fremantle East	31/10	11:57	E152B1	158550	Unleaded	27.80	175.40	48.76	0.00	48.76	4.43	0.00
Ampol Foodary Fremantle East	04/11	09:41	E15409	158694	Unleaded	15.09	161.40	24.36	0.00	24.36	2.21	0.00
Ampol Foodary Fremantle East	07/11	14:48	E15537	158928	Unleaded	25.57	175.40	44.85	0.00	44.85	4.08	0.00
Ampol Foodary Fremantle East	11/11	16:23	E15714	159183	Unleaded	25.92	161.40	41.83	0.00	41.83	3.80	0.00
Ampol Foodary Fremantle East	14/11	09:49	E15831	159342	Unleaded	20.56	175.50	36.08	0.00	36.08	3.28	0.00
Ampol Foodary Fremantle East	18/11	15:39	E6146	159595	Unleaded	26.80	163.40	43.79	0.00	43.79	3.98	0.00
Ampol Foodary Fremantle East	21/11	16:02	E6173	159802	Unleaded	27.79	175.40	48.74	0.00	48.74	4.43	0.00
Ampol Foodary Fremantle East	27/11	15:17	E16385	160040	Unleaded	24.83	176.09	43.72	0.00	43.72	3.97	0.00
					Card total	194.36		332.13	0.00	332.13	30.18	0.00
Domestic 4088												
[REDACTED]	Rego 1GCQ22B Crd Holder HACC											
Ampol Foodary O'Connor	04/11	14:48	E40212	206365	Unleaded	28.98	157.40	45.61	0.00	45.61	4.15	0.00
Ampol Foodary O'Connor	07/11	14:52	E40621	206638	Unleaded	26.93	175.40	47.24	0.00	47.24	4.29	0.00
Eg Ampol 94230 Sth Fremantle	12/11	09:18	E335614	206808	Unleaded	20.41	177.50	36.23	0.00	36.23	3.29	0.00
Ampol Foodary O'Connor	14/11	14:50	E41333	207044	Unleaded	26.14	175.40	45.85	0.00	45.85	4.17	0.00
Ampol Foodary Fremantle East	20/11	09:37	E16087	207261	Unleaded	23.44	178.84	41.92	0.00	41.92	3.81	0.00
Ampol Foodary Melville	25/11	14:25	E42039	207545	Unleaded	31.85	165.40	52.68	0.00	52.68	4.79	0.00
					Card total	157.75		269.53	0.00	269.53	24.50	0.00
Domestic 4089												
[REDACTED]	Rego 1GCQ227 Crd Holder HACC											
Ampol Foodary Melville	05/11	11:53	E40151	121806	Premium 95 A	36.38	193.15	70.27	0.00	70.27	6.39	0.00
Ampol Foodary Melville	12/11	12:23	E40814	121967	Premium 95 A	29.51	193.42	57.08	0.00	57.08	5.19	0.00
Ampol Foodary Fremantle East	17/11	14:04	E15923	122132	Premium 95 A	26.25	184.40	48.41	0.00	48.41	4.40	0.00
Ampol Foodary Fremantle East	19/11	16:09	E16070	122263	Premium 95 A	23.12	194.57	44.98	0.00	44.98	4.09	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	24/11	14:34	E16237	122468	Premium 95 A	30.22	185.40	56.03	0.00	56.03	5.09	0.00
Ampol Foodary Fremantle East	25/11	15:48	E16305	122616	Premium 95 A	22.12	181.40	40.13	0.00	40.13	3.65	0.00
Ampol Foodary Fremantle East	27/11	14:49	E16384	122823	Premium 95 A	29.83	192.06	57.29	0.00	57.29	5.21	0.00
Card total						197.43		374.19	0.00	374.19	34.02	0.00
Domestic 4091												
Rego 1GDV315 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	05/11	11:27	E15463	74334	Premium Diesel A	70.30	185.69	130.54	0.00	130.54	11.87	0.00
Card total						70.30		130.54	0.00	130.54	11.87	0.00
Domestic 5002												
Rego 1GKM815 Crd Holder WORKS												
Ampol Foodary Fremantle East	05/11	10:17	E15457	77325	Premium Diesel A	95.45	185.69	177.24	0.00	177.24	16.11	0.00
Ampol Foodary Fremantle East	18/11	14:09	E15976	77767	Premium Diesel A	90.35	189.31	171.04	0.00	171.04	15.55	0.00
Card total						185.80		348.28	0.00	348.28	31.66	0.00
Domestic 5007												
Rego 1GPJ542 Crd Holder WORKS												
Ampol Foodary Fremantle East	07/11	07:02	E15515	392	Premium Diesel A	11.07	186.40	20.63	0.00	20.63	1.88	0.00
Ampol Foodary Fremantle East	11/11	06:55	E15658	394	Premium Diesel A	7.92	187.94	14.88	0.00	14.88	1.35	0.00
Card total						18.99		35.51	0.00	35.51	3.23	0.00
Domestic 5008												
Rego 1GQD688 Crd Holder GARDENS												
Ampol Foodary Fremantle East	28/11	12:19	E16422	66145	Premium Diesel A	52.99	184.34	97.68	0.00	97.68	8.88	0.00
Card total						52.99		97.68	0.00	97.68	8.88	0.00
Domestic 5009												
Rego 1GQJ387 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	12/11	08:00	E15742	105464	Premium Diesel A	63.64	188.48	119.95	0.00	119.95	10.90	0.00
Card total						63.64		119.95	0.00	119.95	10.90	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Domestic 5020												
[REDACTED] Rego 1HMC350 Crd Holder WORKS												
Ampol Foodary Fremantle East	17/11	14:22	E15926	43914	Premium Diesel A	75.77	189.93	143.91	0.00	143.91	13.08	0.00
Card total						75.77		143.91	0.00	143.91	13.08	0.00
Domestic 5021												
[REDACTED] Rego 1HLR056 Crd Holder WORKS												
Ampol Foodary Fremantle East	05/11	14:15	E15468	26986	Premium Diesel A	27.42	185.69	50.92	0.00	50.92	4.63	0.00
Ampol Foodary Fremantle East	17/11	11:30	E15919	27206	Premium Diesel A	56.36	189.93	107.04	0.00	107.04	9.73	0.00
Card total						83.78		157.96	0.00	157.96	14.36	0.00
Domestic P5016												
[REDACTED] Rego 1GYB393 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	06/11	14:00	E15493	1023	Premium Diesel A	32.63	185.63	60.57	0.00	60.57	5.51	0.00
Ampol Foodary Fremantle East	13/11	14:28	E15802	1026	Premium Diesel A	28.54	189.25	54.01	0.00	54.01	4.91	0.00
Ampol Foodary Fremantle East	20/11	13:23	E16099	1030	Premium Diesel A	26.33	189.32	49.85	0.00	49.85	4.53	0.00
Ampol Foodary Fremantle East	27/11	13:35	E16379	1034	Premium Diesel A	28.49	186.96	53.26	0.00	53.26	4.84	0.00
Card total						115.99		217.69	0.00	217.69	19.79	0.00
Domestic P5018												
[REDACTED] Rego 1HHZ552 Crd Holder CHSP BUS												
Ampol Foodary Fremantle East	03/11	08:25	E15355	107240	Premium Diesel A	48.15	185.41	89.27	0.00	89.27	8.12	0.00
Ampol Foodary Murdoch	05/11	14:51	E14387	107509	Premium Diesel A	46.17	184.90	85.37	0.00	85.37	7.76	0.00
Ampol Foodary Fremantle East	10/11	08:22	E15605	107798	Premium Diesel A	47.37	186.90	88.53	0.00	88.53	8.05	0.00
Ampol Foodary Fremantle East	11/11	08:38	E15670	107986	Premium Diesel A	31.09	187.94	58.43	0.00	58.43	5.31	0.00
Ampol Foodary Fremantle East	12/11	08:27	E15745	108196	Premium Diesel A	37.25	188.48	70.21	0.00	70.21	6.38	0.00
Ampol Foodary Fremantle East	12/11	14:43	E15761	108322	Premium Diesel A	17.39	188.48	32.78	0.00	32.78	2.98	0.00
Ampol Foodary Fremantle East	14/11	08:24	E15827	108457	Premium Diesel A	30.23	190.02	57.44	0.00	57.44	5.22	0.00
Ampol Foodary Fremantle East	17/11	14:15	E15925	108725	Oils/Lubricants			78.50	0.00	78.50	7.14	0.00
Ampol Foodary Fremantle East	17/11	14:15	E15925	108725	Premium Diesel A	38.01	189.93	72.19	0.00	72.19	6.56	0.00
Ampol Foodary Fremantle East	20/11	08:24	E16082	108942	Premium Diesel A	41.73	189.32	79.00	0.00	79.00	7.18	0.00
Ampol Foodary Fremantle East	21/11	08:22	E16122	109092	Premium Diesel A	29.33	189.60	55.61	0.00	55.61	5.06	0.00

Attachment -2

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	21/11	14:40	E16149	109253	Premium Diesel A	22.73	189.60	43.10	0.00	43.10	3.92	0.00
Ampol Foodary Fremantle East	26/11	14:42	E6227	109515	Premium Diesel A	52.09	188.69	98.29	0.00	98.29	8.94	0.00
Card total						441.54		908.72	0.00	908.72	82.62	0.00
Domestic P5019												
[REDACTED] Rego X Crd Holder GARDENS												
Ampol Foodary Fremantle East	05/11	10:45	E15460	0	Premium Diesel A	43.48	185.69	80.74	0.00	80.74	7.34	0.00
Ampol Foodary Fremantle East	05/11	10:51	E15462	0	Unleaded	132.12	177.43	234.42	0.00	234.42	21.31	0.00
Card total						175.60		315.16	0.00	315.16	28.65	0.00
Domestic P5025												
[REDACTED] Rego 11EM002 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	12/11	10:24	E15752	30626	Premium Diesel A	67.54	188.48	127.30	0.00	127.30	11.57	0.00
Card total						67.54		127.30	0.00	127.30	11.57	0.00
Domestic P5026												
[REDACTED] Rego 11DRB63 Crd Holder CHSP												
Ampol Foodary Fremantle East	09/11	15:14	E15385	22292	Unleaded	27.26	167.40	45.63	0.00	45.63	4.15	0.00
Ampol Foodary Melville	12/11	09:52	E40799	68	Unleaded	29.76	177.64	52.87	0.00	52.87	4.81	0.00
Ampol Foodary Fremantle East	19/11	16:08	E16069	22960	Unleaded	24.36	178.80	43.55	0.00	43.55	3.96	0.00
Card total						81.38		142.05	0.00	142.05	12.92	0.00
Domestic P5027												
[REDACTED] Rego 11DRB64 Crd Holder CHSP												
Ampol Foodary Fremantle East	04/11	14:52	E15427	23678	Unleaded	30.32	161.40	48.94	0.00	48.94	4.45	0.00
Ampol Foodary Fremantle East	11/11	11:21	E15684	119	Unleaded	20.01	161.40	32.30	0.00	32.30	2.94	0.00
Ampol Foodary Fremantle East	13/11	11:00	E15789	24095	Unleaded	14.22	178.11	25.33	0.00	25.33	2.30	0.00
Card total						64.55		106.57	0.00	106.57	9.69	0.00
Domestic P5028												
[REDACTED] Rego 11FJ756 Crd Holder RANGERS												
Ampol Foodary Fremantle East	01/11	15:31	E15311	24322	Premium Diesel A	28.80	185.30	53.37	0.00	53.37	4.85	0.00
Ampol Foodary Fremantle East	04/11	15:43	E5972	24489	Premium Diesel A	23.04	185.53	42.75	0.00	42.75	3.89	0.00
Ampol Foodary Fremantle East	10/11	08:25	E15606	24675	Premium Diesel A	41.21	186.90	77.02	0.00	77.02	7.00	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	15/11	14:22	E15871	25022	Premium Diesel A	38.81	189.93	73.71	0.00	73.71	6.70	0.00
Ampol Foodary Fremantle East	19/11	08:35	E16042	25180	Premium Diesel A	23.75	189.11	44.91	0.00	44.91	4.08	0.00
Ampol Foodary Fremantle East	22/11	14:34	E16178	25339	Premium Diesel A	23.95	190.37	45.59	0.00	45.59	4.14	0.00
Ampol Foodary Fremantle East	29/11	15:33	E16461	25621	Premium Diesel A	40.27	182.01	73.29	0.00	73.29	6.66	0.00
Card total						219.83		410.64	0.00	410.64	37.32	0.00
Domestic P5029												
Rego 11LA73B Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	11/11	08:29	E15669	301	Premium Diesel A	23.02	187.94	43.26	0.00	43.26	3.93	0.00
Ampol Foodary Fremantle East	18/11	06:52	E15943	307	Premium Diesel A	21.77	189.31	41.21	0.00	41.21	3.75	0.00
Ampol Foodary Fremantle East	26/11	07:01	E16327	313	Premium Diesel A	23.28	188.69	43.93	0.00	43.93	3.99	0.00
Ampol Foodary Fremantle East	27/11	14:23	E16381	317	Premium Diesel A	13.79	186.96	25.78	0.00	25.78	2.34	0.00
Card total						81.86		154.18	0.00	154.18	14.01	0.00
Domestic P5030												
Rego 11LA993 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	04/11	06:59	E15393	69	Premium Diesel A	26.28	185.53	48.76	0.00	48.76	4.43	0.00
Card total						26.28		48.76	0.00	48.76	4.43	0.00

13.9 MONTHLY FINANCIAL REPORT NOVEMBER 2025

Report Reference Number	OCR-3881
Prepared by	Pratigya Pandeya, Manager Finance
Supervised by	Peter Kocian, Executive Manager Corporate Services
Meeting date	Tuesday, 9 December 2025
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	

1. Monthly Financial Report for the month ended 30 November 2025

PURPOSE

The purpose of this report is to present to the Council the Monthly Financial Report for the month ended 30 November 2025. A Capital Works report has been incorporated into the workbook.

EXECUTIVE SUMMARY

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

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

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

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

A monthly dashboard report on the operations of EFCP is presented to analyse performance against budget. Due to the early OCM for December 2025, the dashboard will not be ready and will be presented in February 2026 ordinary council meeting.

BACKGROUND

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

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

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

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

Understanding the Financials

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

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

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

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

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

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

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

CONSULTATION

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

STATUTORY ENVIRONMENT

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

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

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

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

POLICY IMPLICATIONS

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

FINANCIAL IMPLICATIONS

As part of the adopted 2025/26 Budget, Council adopted the following thresholds as levels of material variances for financial reporting:

That in accordance with regulation 34 (5) of the Local Government (Financial Management) Regulations 1996, and AASB 1031 Materiality, the level to be used in statements of financial activity in 2025/26 for reporting material variances shall be:

- a) 10% of the amended budget; or*
- b) \$10,000 of the amended budget;*

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

STRATEGIC IMPLICATIONS

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

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	Manage by monthly review of financial statements and key financial information
Inadequate monitoring of grant funding and expenditure resulting in incorrect income transfers	Possible (3)	Moderate (3)	Moderate (5-9)	FINANCIAL IMPACT \$250,001 - \$1,000,000	Manage by updating the internal grants register and contract liabilities register each month

RISK MATRIX

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

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk

matrix has been prepared, and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

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

SITE INSPECTION

NA

COMMENT

This report presents the Statement of Financial Activity by Nature for the month ending 30 November 2025.

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

	Original Budget	Current Budget	YTD Budget	Actuals
Opening Surplus	(588,579)	(300,659)	(300,659)	(300,659)
Operating Revenue	13,588,708	18,897,730	13,795,902	13,961,248
Operating Expenditure	(14,783,386)	(20,365,967)	(8,822,250)	(8,024,195)
Capital Expenditure	(2,430,421)	(2,846,297)	(609,995)	(164,626)
Capital Income	933,213	1,183,213	394,000	374,513
Financing Activities	1,017,606	1,029,106	228,669	196,047
Non-Cash Items	2,262,859	2,262,859	957,703	959,518
Closing Surplus/(Deficit)	0	(140,015)	5,643,370	7,001,846

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

- Rate Notices were issued on the 28 July. The Town receipted \$9.07 million in rates and charges revenue (including rates, ESL, service charges) by the end of October, equating to 75% of total rates and charges paid. It is noted that rate notices were issued one week later than last year.
- End of year accounting process for 24/25 are continuing, and net current assets of (\$300,659) is carried forward from 30 June 2025.
- As the fixed asset register has not been finalised, no itemised depreciation has been run in 25/26, although a manual entry has been applied in the Statement of Financial Activity.
- Capital works has yet to substantially commence in 25/26. Vehicle replacement is as budgeted \$139K (\$100K to be accounted in December 2025) and is likely to conclude in December 2025.
- Due to the Council's decision (OCM 19/11/2025) of not awarding tender for the Riverside Road Resurfacing works, the following capital works will be deferred to next financial year.

- Riverside Road Upgrade \$360K
- Riverside Road Footpath upgrade \$45K

A budget amendment will be included in mid-year budget revision.

- Town records balance sheet account movements, such as provision of employee leave, interest on lease/ROU at the end of the financial year leading to timing variance during the year, however these are not considered material.
- East Fremantle Community Park estimated expenses and incomes are presented as separate line items in statement of financial activity.
 - Other Revenue - Principal Agent Arrangements
 - Other Expenditure - Principal Agent Arrangements

EFCP actual result for the period ending September 25 has been received with the net operating loss of (\$147K) against the budgeted operating loss of (\$155K). Town’s accruals of incomes and expenses are adjusted with available actuals and where actuals are not available (October 2025 and November 2025), the budgeted incomes and expenses have been accrued. There is no EFCP dashboard included in this report due to non-availability of November 2025 as at the date of this report writing (2/11/2025).

CONCLUSION

Council is requested to receive the Monthly Financial Report for the month ended 30 November 2025 as submitted.

13.9 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 130912

OFFICER RECOMMENDATION:

Moved Cr Wilson, seconded Cr Cutter

That Council:

- 1. receives the Monthly Financial Report for the month ended 30 November 2025, as presented as attachment 1 and 2 to this report, inclusive of:**
 - (i) Statement of Financial Activity by Nature**
 - (ii) Statement of Comprehensive Income**
 - (iii) Statement of Financial Position**
 - (iv) Capital Expenditure Report**
- 2. notes the unrestricted municipal surplus of \$7,001,846 for the month ended 30 November 2025.**

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE
MONTHLY FINANCIAL REPORT
(Containing the Statements of Financial Activity and Financial Position)
For the period ended 30 November 2025
LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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**TOWN OF EAST FREMANTLE
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	(\$0.30 M)	(\$0.30 M)	(\$0.30 M)	\$0.00 M
Closing	(\$0.14 M)	\$5.64 M	\$7.00 M	\$1.36 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$9.46 M	% of total
Unrestricted Cash	\$6.99 M	73.9%
Restricted Cash	\$2.47 M	26.1%

Refer to 3 - Cash and Cash Investments

Payables		
	\$4.67 M	% Outstanding
Trade Payables	\$0.58 M	
0 to 30 Days		100.0%
Over 30 Days		0.0%
Over 90 Days		0.0%

Receivables		
	\$0.31 M	% Collected
0	\$0.31 M	
Rates Receivable	\$3.05 M	74.8%
Trade Receivable	\$0.31 M	% Outstanding
Over 30 Days		64.2%
Over 90 Days		0.9%
		0.0%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	\$0.97 M
\$0.79 M	\$5.93 M	\$6.90 M	\$0.97 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$10.01 M	% Variance
YTD Budget	\$10.02 M	(0.2%)

Refer to 8 - Rate Revenue

Grants and Contributions		
YTD Actual	\$0.38 M	% Variance
YTD Budget	\$0.46 M	(15.7%)

Refer to 10 - Grants and Contributions

Fees and Charges		
YTD Actual	\$0.99 M	% Variance
YTD Budget	\$1.03 M	(3.8%)

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.66 M)	(\$0.22 M)	\$0.21 M	\$0.43 M

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.00 M	%
Amended Budget	\$0.08 M	(100.0%)

Refer to 6 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$0.02 M	% Spent
Amended Budget	\$1.20 M	(98.5%)

Refer to 5 - Capital Acquisitions

Capital Grants		
YTD Actual	\$0.37 M	% Received
Amended Budget	\$1.11 M	(66.2%)

Refer to 10 - Grants and Contributions

Key Financing Activities

Amount attributable to financing activities			
\$1.03 M	\$0.23 M	\$0.20 M	(\$0.03 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.08 M)
Interest expense	\$0.09 M
Principal due	\$5.03 M

Refer to 9 - Borrowings

Reserves	
Reserves balance	\$2.29 M
Interest earned	\$0.00 M

Refer to 4 - Cash Reserves

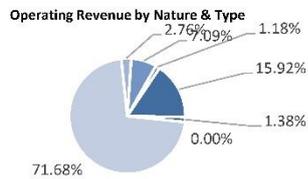
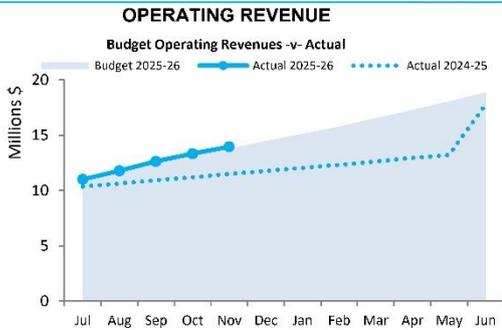
Report Preparation	
Prepared by:	Manager Finance
Reviewed by:	Executive Manager Corporate Services
Date Prepared:	3/12/2025

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

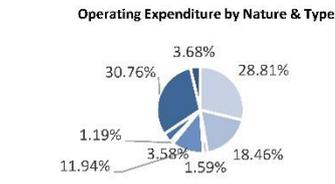
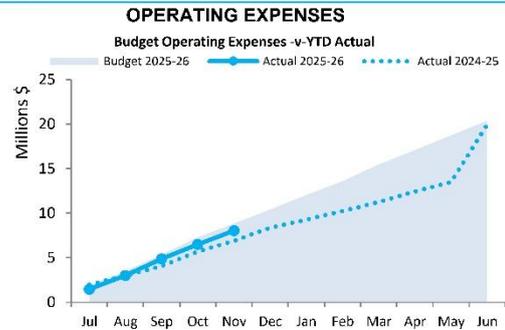
**TOWN OF EAST FREMANTLE
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

KEY INFORMATION - GRAPHICAL

OPERATING ACTIVITIES

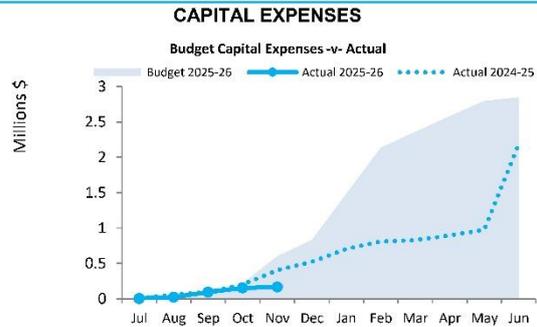
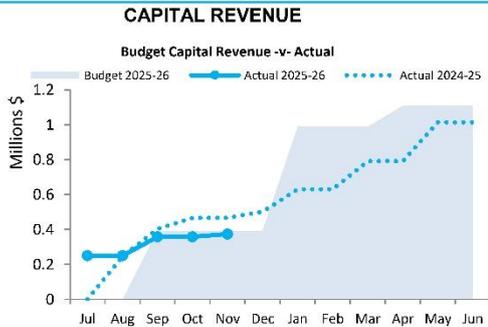


- Rates
- Grants, subsidies and contributions
- Fees and charges
- Interest revenue
- Other Revenue - Principal Agent Arrangements
- Other revenue

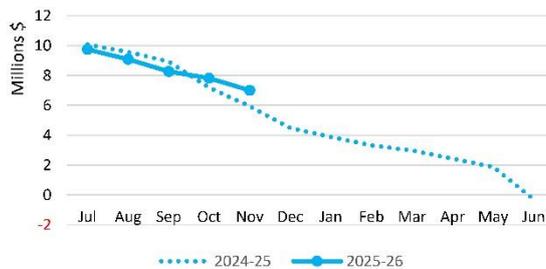


- Employee costs
- Materials and contracts
- Utility charges
- Depreciation
- Finance costs
- Insurance
- Other Expenditure - Principal Agent Arrangements

INVESTING ACTIVITIES



Closing funding surplus / (deficit)



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

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2025

Note	Original Budget (a) \$	Current Budget (a) \$	YTD Budget (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
Rates	8	10,044,192	10,044,192	10,024,640	10,007,432	(17,208)	(0.17%) ▼
Grants, subsidies and contributions	10	1,211,468	1,044,410	456,409	384,707	(71,702)	(15.71%) ▼
Fees and charges		1,808,373	1,808,373	1,028,314	989,521	(38,793)	(3.77%) ▼
Interest revenue		220,569	220,569	91,904	165,004	73,100	79.54% ▲
Other Revenue - Principal Agent Arrangements		0	5,476,080	2,082,768	2,222,220	139,452	6.70% ▲
Other revenue		268,480	268,480	111,867	192,364	80,497	71.96% ▲
Profit on asset disposals	6	35,626	35,626	0	0	0	0.00%
		13,588,708	18,897,730	13,795,902	13,961,248	165,346	1.20%
Expenditure from operating activities							
Employee costs		(5,687,040)	(5,687,040)	(2,460,209)	(2,311,622)	148,587	6.04% ▼
Materials and contracts		(4,914,916)	(4,653,525)	(2,011,371)	(1,481,213)	530,158	26.36% ▼
Utility charges		(452,443)	(452,443)	(188,517)	(127,829)	60,688	32.19% ▼
Depreciation		(2,298,486)	(2,298,486)	(957,703)	(957,703)	0	0.00%
Finance costs		(300,133)	(300,133)	(125,055)	(95,218)	29,837	23.86% ▼
Insurance		(317,614)	(317,614)	(317,614)	(287,176)	30,438	9.58% ▼
Other Expenditure - Principal Agent Arrangements		0	(5,843,972)	(2,336,799)	(2,468,069)	(131,270)	(5.62%) ▼
Other expenditure		(812,754)	(812,754)	(424,982)	(295,365)	129,617	30.50% ▼
		(14,783,386)	(20,365,967)	(8,822,250)	(8,024,195)	798,055	9.05%
Non-cash amounts excluded from operating activities	2(b)	2,262,859	2,262,859	957,703	959,518	1,815	0.19%
Amount attributable to operating activities		1,068,181	794,622	5,931,355	6,896,571		16.27%
INVESTING ACTIVITIES							
Proceeds from capital grants, subsidies and contributions	10	858,213	1,108,213	394,000	374,513	(19,487)	(4.95%) ▼
Proceeds from disposal of assets	6	75,000	75,000	0	0	0	0.00%
Payments for property, plant and equipment	5	(1,342,693)	(1,648,569)	(427,295)	(146,809)	280,486	65.64% ▼
Payments for construction of infrastructure	5	(1,087,728)	(1,197,728)	(182,700)	(17,817)	164,882	90.25% ▼
Amount attributable to investing activities		(1,497,208)	(1,663,084)	(215,995)	209,887	425,881	197.17%
FINANCING ACTIVITIES							
Transfer from reserves	4	1,328,527	1,340,027	326,684	326,684	0	0.00%
Repayment of borrowings	9	(157,911)	(157,911)	(78,015)	(78,015)	0	0.00%
Payments for principal portion of lease liabilities		(54,261)	(54,261)	(20,000)	(52,622)	(32,622)	(163.11%) ▼
Transfer to reserves	4	(98,749)	(98,749)	0	0	0	0.00%
Amount attributable to financing activities		1,017,606	1,029,106	228,669	196,047	(32,622)	(14.27%)
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		(588,579)	(300,659)	(300,659)	(300,659)	0	0.00%
Amount attributable to operating activities		1,068,181	794,622	5,931,355	6,896,571	0	16.27%
Amount attributable to investing activities		(1,497,208)	(1,663,084)	(215,995)	209,887	425,881	197.17% ▲
Amount attributable to financing activities		1,017,606	1,029,106	228,669	196,047	(32,622)	(14.27%) ▼
Surplus or deficit after imposition of general rates		0	(140,015)	5,643,370	7,001,846	1,358,475	24.07%

KEY INFORMATION

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

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

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

**TOWN OF EAST FREMANTLE
STATEMENT OF COMPREHENSIVE INCOME
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

	NOTE	Original Budget	Current Budget	YTD Budget	YTD Actual
		\$	\$	\$	\$
Revenue					
Rates	8	10,044,192	10,044,192	10,024,640	10,007,432
Grants, subsidies and contributions	10	1,211,468	1,044,410	456,409	384,707
Fees and charges		1,808,373	1,808,373	1,028,314	989,521
Interest revenue		220,569	220,569	91,904	165,004
Other Revenue - Principal Agent Arrangements		0	5,476,080	2,082,768	2,222,220
Other revenue		268,480	268,480	111,867	192,364
		13,553,082	18,862,103	13,795,902	13,961,248
Expenses					
Employee costs		(5,687,040)	(5,687,040)	(2,460,209)	(2,311,622)
Materials and contracts		(4,914,916)	(4,653,525)	(2,011,371)	(1,481,213)
Utility charges		(452,443)	(452,443)	(188,517)	(127,829)
Depreciation		(2,298,486)	(2,298,486)	(957,703)	(957,703)
Finance costs		(300,133)	(300,133)	(125,055)	(95,218)
Insurance		(317,614)	(317,614)	(317,614)	(287,176)
Other Expenditure - Principal Agent Arrangements		0	(5,843,972)	(2,336,799)	(2,468,069)
Other expenditure		(812,754)	(812,754)	(424,982)	(295,365)
		(14,783,386)	(20,365,967)	(8,822,251)	(8,024,195)
		(1,230,304)	(1,503,864)	4,973,652	5,937,053
Capital grants, subsidies and contributions	10	858,213	1,108,213	394,000	374,513
Profit on asset disposals	6	35,626	35,626	0	0
		893,839	1,143,839	394,000	374,513
Total comprehensive income for the period		(336,465)	(360,025)	5,367,652	6,311,566

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

**TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

	30 June 2025	30 November 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	2,789,625	1,660,237
Trade and other receivables	558,912	3,317,024
Other financial assets	2,616,769	7,797,087
Inventories	82,442	82,442
Other assets	38,113	2,285,935
TOTAL CURRENT ASSETS	6,085,861	15,142,725
NON-CURRENT ASSETS		
Trade and other receivables	179,490	177,675
Other financial assets	79,620	79,620
Property, plant and equipment	57,039,247	56,228,353
Infrastructure	51,358,454	51,376,271
Right-of-use assets	210,380	210,380
TOTAL NON-CURRENT ASSETS	108,867,191	108,072,299
TOTAL ASSETS	114,953,052	123,215,024
CURRENT LIABILITIES		
Trade and other payables	2,896,859	4,988,574
Other liabilities	195,376	181,339
Lease liabilities	80,577	27,955
Borrowings	295,799	295,799
Employee related provisions	823,702	827,066
TOTAL CURRENT LIABILITIES	4,292,311	6,320,733
NON-CURRENT LIABILITIES		
Lease liabilities	204,476	204,476
Borrowings	4,809,575	4,731,560
Employee related provisions	134,319	134,319
TOTAL NON-CURRENT LIABILITIES	5,148,369	5,070,354
TOTAL LIABILITIES	9,440,680	11,391,087
NET ASSETS	105,512,372	111,823,938
Retained surplus	53,063,312	59,701,562
Reserve accounts	2,616,769	2,290,085
Revaluation surplus	49,832,291	49,832,291
TOTAL EQUITY	105,512,372	111,823,938

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

Movement in Equity as per Statement of Comprehensive Income **6,311,566**

**TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

1 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially. The material variance adopted by Council for the 2025-26 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$ \$	Var. % %	Var.	Timing / Permanent	Explanation
Revenue from operating activities					
Rates	(17,208)	(0.17%)	▼	Timing	Interim rates to be processed in November 2025
Grants, subsidies and contributions	(71,702)	(15.71%)	▼	Timing	Non recognition of Riverbank grant funding receipt as income as works has not started
Fees and charges	(38,793)	(3.77%)	▼	Timing	Timing
Interest revenue	73,100	79.54%	▲	Timing	Interest income higher than budgeted
Other Revenue - Principal Agent Arrangements	139,452	6.70%		Timing	EFCP actual revenue higher than budgeted. Corresponding expenses (refer below) increased but overall favourable net result.
Other revenue	80,497	71.96%	▲	Timing	Reimbursement of long service leave from other council \$74K (permanent variance), will be adjusted with long service leave liability balance. Insurance recovery, expenses/outgoings recovery from lessees etc representing timing variance.
Expenditure from operating activities					
Employee costs	148,587	6.04%	▼	Timing	Favourable
Materials and contracts	530,158	26.36%	▼	Timing	Favourable, Timing
Utility charges	60,688	32.19%	▼	Timing	Accounting of November power invoices to happen in December. Timing difference
Finance costs	29,837	23.86%	▼	Timing	Interest expenses on ROU assets recognised at end of the year process. Timing difference
Insurance	30,438	9.58%	▼	Permanent	Favourable
Other Expenditure - Principal Agent Arrangements	(131,270)	(5.62%)			Recognition of EFCP expenditure. EFCP actual expenditure higher than budget, overall result favourable due to larger favourable income (refer above)
Other expenditure	129,617	30.50%	▼	Timing	Timing variance on payments including Fremantle Library, South West Group etc.
Non-cash amounts excluded from operating activities	1,815	0.19%		Timing	No material variance
Investing Activities					
Proceeds from capital grants, subsidies and contributions	(19,487)	(4.95%)	▼	Timing	Revenue recognition of grant. See Note 10 Grants & Contributions.
Payments for property, plant and equipment	280,486	65.64%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information
Payments for construction of infrastructure	164,882	90.25%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information
Financing Activities					
Payments for principal portion of lease liabilities	(32,622)	(163.11%)	▼	Timing	Interest component on lease repayment to be adjusted during EOY
Surplus or deficit after imposition of general rates	1,358,475	24.07%	▲	Timing	Due to variances described above

**TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

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

		Current Budget Closing	Last Year Closing	Year to Date
	Note	30 June 2026	30 June 2025	30 November 2025
		\$	\$	\$
Current assets				
Cash and cash equivalents	3	2,367,539	2,789,625	1,660,237
Trade and other receivables		774,141	558,912	3,317,024
Other financial assets		0	2,616,769	7,797,087
Other assets		177,665	38,113	2,285,935
		3,319,345	6,085,861	15,142,725
Less: current liabilities				
Trade and other payables		(1,074,631)	(2,896,859)	(4,988,574)
Other liabilities		(2,142)	(195,376)	(181,339)
Lease liabilities		(45,114)	(80,577)	(27,955)
Borrowings	9	(165,617)	(295,799)	(295,799)
Employee related provisions		(814,756)	(823,702)	(827,066)
Other provisions		(40,825)	0	0
		(2,143,085)	(4,292,312)	(6,320,733)
Net current assets		1,176,260	1,793,548	8,821,992
Less: Total adjustments to net current assets		(1,176,260)	(2,094,207)	(1,820,147)
Closing funding surplus / (deficit)		0	(300,659)	7,001,845

(b) Non-cash amounts excluded from operating activities

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

		Current Budget	YTD Budget (a)	YTD Actual (b)
		\$	\$	
Non-cash amounts excluded from operating activities				
Adjustments to operating activities				
Less: Profit on asset disposals	6	(35,626)	0	0
Add: Depreciation		2,298,486	957,703	957,703
Total non-cash amounts excluded from operating activities		2,262,859	957,703	959,518

(c) Current assets and liabilities excluded from budgeted deficiency

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

		Current Budget Opening	Last Year Closing	Year Date
		30 June 2026	30 June 2025	30 November 2025
		\$	\$	\$
Adjustments to net current assets				
Less: Reserve accounts	4	(1,386,991)	(2,616,769)	(2,290,085)
Add: EFCP Consolidated Net Current (Asset)/Liabilities			1,676,820	1,676,820
Less: EFCP deficit funding - Current payable to the operator			(1,392,746)	(1,392,746)
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of borrowings	9	165,617	157,911	157,911
- Current portion of lease liabilities		45,114	80,577	27,955
Total adjustments to net current assets	2(a)	(1,176,260)	(2,094,207)	(1,820,147)

CURRENT AND NON-CURRENT CLASSIFICATION

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

**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

3 CASH AND CASH INVESTMENTS

Description	Unrestricted \$	Restricted \$	Total Cash \$	Institution	Risk Rating (LT)	Interest Rate	Maturity Date
Cash Deposits							
Municipal Bank Account	1,463,298	181,339	1,644,637	CBA	AA-	3.50%	At Call
Municipal Bonds & Deposits Account	0	0	0	CBA	AA-	0.00%	At Call
Cash On Hand	600	0	600	Petty Cash/Till Float		0.00%	On Hand
Cash On Hand - EFCP	15,000	0	15,000	EFCP Cash - Consolidation		0.00%	
Term Deposits							
Pooled (Muni, Reserves, Bonds and Grants)	2,000,000	0	2,000,000	NAB	AA-	4.10%	Dec 25
Pooled (Muni, Reserves, Bonds and Grants)	7,002	2,290,085	2,297,087	CBA	AA-	4.23%	Apr 26
Pooled (Muni, Reserves, Bonds and Grants)	2,000,000	0	2,000,000	CBA	AA-	4.09%	Jan 26
Pooled (Muni, Reserves, Bonds and Grants)	1,500,000	0	1,500,000	NAB	AA-	4.15%	Dec 25
Total	6,985,900	2,471,424	9,457,324				
Comprising							
Cash and cash equivalents	6,985,900	2,471,424	9,457,324				
	6,985,900	2,471,424	9,457,324				

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

Comments/Notes - Investments and Cash Deposits

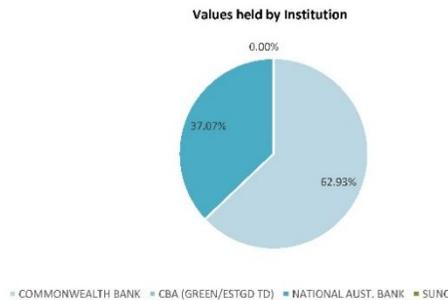
INSTITUTION	\$	(LT) RISK	%
COMMONWEALTH BANK	\$5,941,724	AA-	62.93%
CBA (GREEN/ESTGD TD)	\$0	AA-	0.00%
NATIONAL AUST. BANK	\$3,500,000	AA-	37.07%
SUNCORP	\$0	AA-	0.00%
WESTPAC	\$0	AA-	0.00%
	\$9,441,724		100.00%

(LT) RISK RATING	PORTFOLIO	\$	%
	MAX 100%	\$0	0%
AA-	MAX 100%	\$9,441,724	100%
AA (GREEN TERM DEPOSITS)	MAX 100%	\$0	0%
A- (DIVESTMENT)	MAX 100%	\$0	0%
BBB+ (DIVESTMENT)	MAX 80%	\$0	0%
		\$9,441,724	100%

The Town obtains quotes from three (3) financial institutions prior to placing investments. This ensures the Town is receiving the best return on investment possible. The amount the Town invests is dependent on cash flow requirements for business operations and capital works for upcoming months. As the financial year progresses, the Town's cash holdings decreases which means less investment of Municipal funds.

The current monetary policy imposed by the Reserve Bank of Australia (RBA) is driving the interest rate environment.

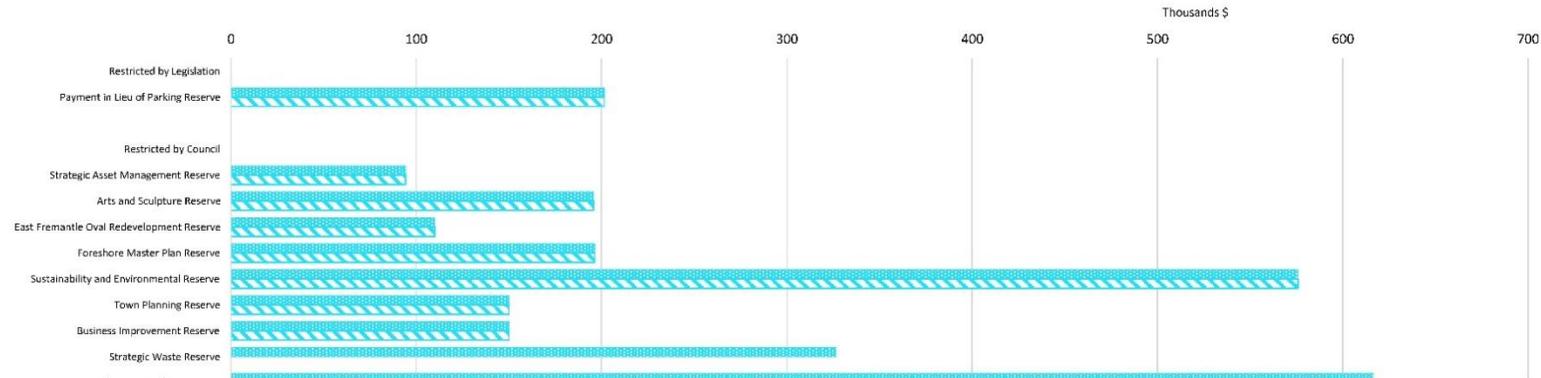
The Town's investment policy precludes investing in term deposits for more than 12 months.



**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

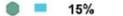
4 RESERVE ACCOUNTS

Reserve name	Original Budget				Current Budget				Actual			
	Budget Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Legislation												
Payment in Lieu of Parking Reserve	201,385	0	0	201,385	201,385	0	0	201,385	201,385	0	0	201,385
Restricted by Council												
Strategic Asset Management Reserve	94,275	0	(90,000)	4,275	94,275	0	(90,000)	4,275	94,275	0	0	94,275
Arts and Sculpture Reserve	195,664	0	(91,000)	104,664	195,664	0	(102,500)	93,164	195,664	0	0	195,664
East Fremantle Oval Redevelopment Reserve	110,000	0	(110,000)	0	110,000	0	(110,000)	0	110,000	0	0	110,000
Foreshore Master Plan Reserve	196,344	0	(196,344)	0	196,344	0	(196,344)	0	196,344	0	0	196,344
Sustainability and Environmental Reserve	575,750	98,749	(364,499)	310,000	575,750	98,749	(364,499)	310,000	575,750	0	0	575,750
Town Planning Reserve	150,000	0	(150,000)	0	150,000	0	(150,000)	0	150,000	0	0	150,000
Business Improvement Reserve	150,000	0	0	150,000	150,000	0	0	150,000	150,000	0	0	150,000
Strategic Waste Reserve	326,684	0	(326,684)	0	326,684	0	(326,684)	0	326,684	0	(326,684)	0
Plympton Parking Reserve	616,667	0	0	616,667	616,667	0	0	616,667	616,667	0	0	616,667
	2,616,769	98,749	(1,328,527)	1,386,991	2,616,769	98,749	(1,340,027)	1,375,491	2,616,769	0	(326,684)	2,290,085



**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

5 CAPITAL ACQUISITIONS

GL	Account Description	Adopted Budget	Current Budget	YTD Budget	YTD Actual	Order Value	Total Actual	Variance (Under)/Over	Completion	Comments
	Plant & Equipment	254,768	254,768	234,768	38,587	103,465	142,052	112,716	 15%	
E05208	E05208 Ford Ranger Super CC XL TDCI Dieself Space Cab	33,006	33,006	33,006	0	31,765	31,765		 0%	
E12804	E12804 Toyota Hilux Dual Cab Ute	33,006	33,006	33,006	38,587	0	38,587		 117%	
E11692	E11692 Ford Ranger Double CC XL Dual Cab Ute TDC1	37,700	37,700	37,700	0	35,844	35,844		 0%	
E12613	E12613 Ford Ranger Single Cab Auto Diesel 4x2	33,006	33,006	33,006	0	31,765	31,765		 0%	
E12642	E12642 Isuzu Truck	98,050	98,050	98,050	0	0	0		 0%	
E04635	J04636 Upgrade of power to EV Charger - Dovenby House	20,000	20,000	0	0	4,091	4,091		 0%	
	Furniture & Equipment	10,000	23,876	11,805	11,805	6,938	18,743	5,133	 49%	
E04606	E04606 General Allocation (Photocopier Corporate Services)	10,000	23,876	11,805	11,805	6,938	18,743		 49%	
	Buildings	1,077,925	1,369,925	180,722	96,417	6,140	102,557	1,267,368	 7%	
E11715	J11748 Solar and Battery Installation East Fremantle Community Park. Solar installation Town Hall, Depot and Dovenby House	796,425	796,425	0	0	0	0		 0%	
E11715	J11738 East Fremantle Community Park - Miscellaneous Works	200,000	387,000	97,000	28,670	0	28,670		 7%	
E11739	E11739 Tricolore Windows Ballustrades	20,000	20,000	20,000	8,385	0	8,385		 42%	
E14606	E14606 Buildings - General	61,500	106,500	36,500	9,362	0	9,362		 9%	
E14601	E14601 Building Electrical Upgrades	0	10,000	2,222	0	6,140	6,140		 0%	
	J11672 East Fremantle Community Park - Scoreboard	0	50,000	25,000	50,000	0	50,000		 100%	

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025

5 CAPITAL ACQUISITIONS

GL	Account Description	Adopted Budget	Current Budget	YTD Budget	YTD Actual	Order Value	Total Actual	Variance (Under)/Over	Completion	Comments
	Infrastructure - roads	360,000	360,000	51,429	0	850	850	359,150	0%	
E12820	J12850 Riverside Road (Swan Yacht club to Wayman reserve)	360,000	360,000	51,429	0	850	850		0%	likely to postpone
	Infrastructure - drainage	77,148	122,148	18,331	0	0	0	122,148	0%	
E12823	J12834 Drainage - Various River Outlet Reduction and GPTS	27,148	27,148	3,878	0	0	0		0%	
E12823	J12835 Preston Point Road - Pipe from PPR to river above carpark - Pipe upgrade running down bank to river - Investigation and options	10,000	10,000	1,429	0	0	0		0%	
E12823	J12836 Camp Waller - Drainage upgrade from accessway	20,000	25,000	3,500	0	0	0		0%	
E12823	J12837 Boat Ramp - Upgrade existing pits and clean out sumps with weeds	20,000	20,000	2,857	0	0	0		0%	
	J11673 Glasson Park - Limestone Wall	0	40,000	6,667	0	0	0		0%	
	Infrastructure - parks & ovals	406,000	456,000	53,714	8,117	5,720	13,837	442,163	2%	
E11726	E11726 Infrastructure - Parks & Ovals	0	50,000	10,000	0	0	0		0%	
E11728	J11741 Limestone wall replacement - Glasson Park	75,000	75,000	10,714	0	4,945	4,945		0%	
E11729	J11745 Drink Fountains	10,000	10,000	1,429	7,640	0	7,640		76%	
E11724	J12812 Flood-lighting Upgrade - Wauhop Park	100,000	100,000	0	0	0	0		0%	
E11726	J11674 Bore pump test - Glasson Park	10,000	10,000	1,429	0	0	0		0%	
E11725	J11747 Ulrich Playground Replacement	120,000	120,000	17,143	0	0	0		0%	
E11729	J11742 Public Art Installation - East Fremantle Community Park	91,000	91,000	13,000	477	775	1,252		1%	
	Infrastructure - car parks	20,000	20,000	2,857	0	0	0	20,000	0%	
E12609	E12609 Carparks - General Allocation	20,000	20,000	2,857	0	0	0		0%	
	Infrastructure - footpaths	224,580	239,580	42,083	9,700	0	9,700	229,880	4%	
E12824	J12843 Riverside Road (North side), adjacent to Wayman Reserve (do at same time as road upgrade)	45,000	45,000	6,429	0	0	0		0%	
E12824	J12845 Preston Point Road - Between Pier St & Woodhouse St	70,000	70,000	10,000	0	0	0		0%	
E12824	J12844 Preston Point Road (West side) - Between Bolton Street and Pier Street	109,580	109,580	15,654	0	0	0		0%	
	J11846 Moss St, (west side), between Canning Hwy & George St (Remove Concrete and replace with Red asphalt, as per style guide)	0	15,000	10,000	9,700	0	9,700		65%	
		2,430,421	2,846,297	595,709	164,626	123,113	287,739	2,558,558	6%	

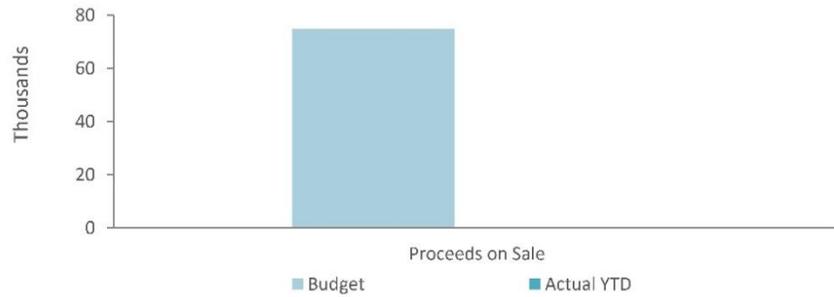
● Total Actual < Current Budget
● No Current Budget
● No YTD Actual
● Total Actual > Current Budget

**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Current Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
1GQJ-387	Isuzu MKR190 truck	7,034	15,000	7,966	0	0	0	0	0
1DTJ-953	EMRS Vehicle	0	10,000	10,000	0	0	0	0	0
1GQD-688	Kobota F3690	7,575	15,000	7,425	0	0	0	0	0
1GDV-315	TORO Z Mower	0	10,000	10,000	0	0	0	0	0
1GKM 815	Kobelco SK17SR-5	20,764	21,000	236	0	0	0	0	0
1TUQ-820	Isuzu 4.5T Tipper	4,000	4,000	0	0	0	0	0	0
		39,374	75,000	35,626	0	0	0	0	0

*As at

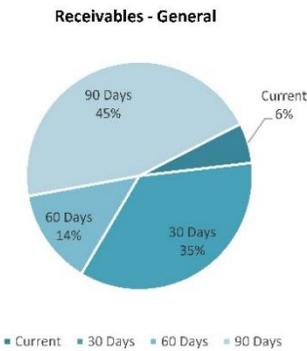


**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

7 RECEIVABLES

Rates receivable	30 Jun 2025	30 Nov 2025
	\$	\$
Opening arrears previous years	78,272	114,004
Levied this year	11,444,213	12,001,001
Less - collections to date	(11,408,481)	(9,067,036)
Gross rates collectable	114,004	3,047,969
Allowance for impairment of rates receivable		0
Net rates collectable	114,004	3,047,969
% Collected	99.0%	74.8%

Other Receivables	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - general	10,097	62,969	24,152	865	98,084
Receivables - infringements					83,088
East Fremantle Lawn & Tennis Club, Left Bank					105,113
Receivable - East Fremantle Football Club				79,846	79,846
Allowance for credit losses of trade receivables	0	0	0	0	
Allowance for credit losses of other receivables	0	0	0	0	(54,237)
Total receivables general outstanding					311,893
Amounts shown above include GST (where applicable)				0	

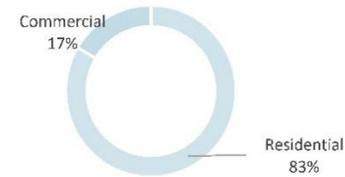
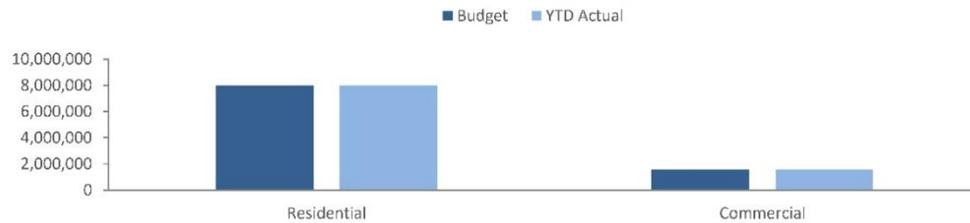


**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

8 RATE REVENUE

General rate revenue

RATE TYPE	Rate in \$ (cents)	Number of Properties	Rateable Value	Current Budget			YTD Actual			
				Rate Revenue	Reassessed Rate Revenue	Total Revenue	Rate Revenue	Reassessed Rate Revenue	Total Revenue	
				\$	\$	\$	\$	\$	\$	
Gross rental value										
Residential	0.075417	2,968	105,518,080	7,961,100	33,517	7,994,617	7,957,857	0	7,957,857	
Commercial	0.127835	119	12,346,985	1,578,377	0	1,578,377	1,578,377	0	1,578,377	
Sub-Total		3,087	117,865,065	9,539,477	33,517	9,572,994	9,536,234	0	9,536,234	
Minimum payment										
Gross rental value										
Residential	1,360.00	336		456,960	0	456,960	456,960	0	456,960	
Commercial	2,034.00	7	79,940	14,238	0	14,238	14,238	0	14,238	
Sub-total		343	79,940	471,198	0	471,198	471,198	0	471,198	
Total						10,044,192			10,007,432	



**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

9 BORROWINGS

Repayments - borrowings

Information on borrowings

Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Finance costs	
		1 July 2025	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
EF Oval Precinct Redevelopment	185	4,576,802	0	0	(78,015)	(157,911)	4,498,787	4,418,891	73,758	218,794
EF Oval Precinct Redevelopment - Loan guarantee	185	0	0	0	0	0	0	0	16,062	32,125
EF Community Park - Equipment loan EFCP		528,573	0	0	0	0	528,573	0	0	0
Total		5,105,375	0	0	(78,015)	(157,911)	5,027,360	4,418,891	89,821	250,919
Current borrowings		295,799					295,799			
Non-current borrowings		4,809,576					4,731,561			
		5,105,375					5,027,360			

All debenture repayments were financed by general purpose revenue.

**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

**10 GRANTS, SUBSIDIES AND CONTRIBUTIONS
OPERATING CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
			\$	\$	\$	\$
General Purpose Funding						
Grants Commission - General	WALGCC	Untied - General Purpose	191,670	78,189	53,735	53,735
Grants Commission - Roads	WALGCC	Untied - Road	85,665	32,088	18,786	18,626
Education and Welfare						
Commonwealth Home Support Programme	Commonwealth Dep. Health	Commonwealth Home Support Programme	707,894	707,894	294,956	295,192
Recreation and Culture						
Riverbank Grant Funding	Foreshore Management Reserve	Norm McKenzie Wall Upgrade & Plaza Project	181,339	181,339	75,558	0
Community Amenities						
Bus Shelter - Maintenance Assistance Scheme	Public Transport Authority	Bus Shelter Maintenance	4,100	4,100	1,708	0
Transport						
Direct Grant	Main Roads	Direct Grant	28,000	28,000	11,667	0
Street Lighting Subsidy	Main Roads	Street Lighting Subsidy	4,800	4,800	0	0
Stirling Bridge Verge Maintenance Agreement	Main Roads	Stirling Highway Verge Maint. Agreement	8,000	8,000	0	0
Department of Water	Department of Water	WATR09RI - WA Tree Recovery Round 1	0	0	0	17,155
			1,211,468	1,044,410	456,409	384,707

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
				\$	\$	\$
Recreation and Culture						
Fremantle Womens Soccer Club Refurb	State Government	Election Commitment - Flood Lighting Upgrade Wauhop Park	100,000	100,000	0	0
Community Energy Fund	Fed. Dept. of Industry, Science and Resources	Solar and Battery Installation	398,213	398,213	0	108,604
East Fremantle Community Park	AFL Facilities Fund and others		0	250,000	250,000	265,909
Transport						
Regional Road Group	Main Roads WA	Riverside Road Upgrade	240,000	240,000	96,000	0
Roads to Recovery	Department of Infrastructure	Riverside Road Upgrade	120,000	120,000	48,000	0
			858,213	1,108,213	394,000	374,513

**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 NOVEMBER 2025**

11 BUDGET AMENDMENTS

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

Description	Date	Increase / (Decrease) to Net Surplus	Current Budget Surplus/ (Deficit) Running Balance
		\$	\$
Annual Budget Adoption			0
Adjustment to budgeted surplus			
	18 Nov 25	287,920	287,920
Financial Assistance Grants			
General Purpose Grants - Grants Commission	19 Aug 25	-113,482	174,438
General Purpose Grants (Roads) - Grants Commission	19 Aug 25	-53,577	120,861
EF Oval Operating Expense/Income	19 Aug 25	367,891	488,752
Other Revenue - Principal Agent Arrangements	19 Aug 25	5,476,081	5,964,833
Other Expenditure - Principal Agent Arrangements	19 Aug 25	-5,843,972	120,861
EF Oval Redevelopment project			
Capex - EF Oval Redevelopment	19 Aug 25	-187,000	-66,139
AFL Facilities Funding	19 Aug 25	250,000	183,861
East Fremantle Community Park - Scoreboard	19 Aug 25	-50,000	133,861
General Capex carry overs from 24-25			
Buildings general	19 Aug 25	-45,000	
Camp Waller - Eaves	19 Aug 25	-5,000	-5,000
Building Electrical Upgrades	19 Aug 25	-10,000	-15,000
Glasson Park - Limestone Wall	19 Aug 25	-40,000	-55,000
Parks and Ovals - Bores and Irrigation	19 Aug 25	-50,000	-105,000
Moss Street Footpath	19 Aug 25	-15,000	-120,000
Operational expenses carry overs 24-25			
Strategic and Business Planning Services	19 Aug 25	-40,000	-160,000
Mooring Jetty Maintenance	19 Aug 25	-50,000	-210,000
Furniture and equipment	18 Nov 25	-13,876	-223,876
Materials and Contracts - equipment below threshold	18 Nov 25	-5,000	-228,876
Materials and Contracts - Public art maintenance	18 Nov 25	-11,500	-240,376
Transfer from Art and Sculpture Reserve	18 Nov 25	11,500	-228,876
24/25 Budget Opening Surplus / (Deficit)			
24/25 Actual B/F Surplus / (Deficit)		(300,659)	(140,015)
		(140,015)	(140,015)

14 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

15 NOTICE OF MOTION FOR CONSIDERATION AT THE NEXT MEETING

Nil

16 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

17 NEW BUSINESS OF AN URGENT NATURE

Nil

The EMCS, EMRS & EMTS left the meeting at 7.34pm

18 MATTERS BEHIND CLOSED DOORS

PROCEDURAL MOTION

Moved Cr White, seconded Cr Maywood

That the meeting be closed to the public to discuss Item 18.1 CEO Annual Performance Review under the terms of the Local Government Act 1995, Section 5.23(2)(a) & (c).

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

18.1 CEO ANNUAL PERFORMANCE REVIEW

(Confidential Report)

18.1 COMMITTEE RECOMMENDATION / COUNCIL RESOLUTION

Council Resolution 140912

COMMITTEE RECOMMENDATION:

Moved Mayor Natale, seconded Cr Maywood

That Council resolves:

1. the CEO has met his Key Performance Indicators for the period 2024-25.
2. KPIs for 2025/26 be agreed to as contained within Confidential Attachment 1.
3. CEO remuneration for 2025/26 to align with SAT recommendation and Superannuation Guarantee increased by 0.5%.

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

PROCEDURAL MOTION

Moved Cr Maywood, seconded Cr Wilson

That the meeting be reopened to the public.

CARRIED UNANIMOUSLY 8:0

For: Crs Boyd, Brockmann, Collinson, Wilson, Cutter, White, Maywood and Mayor Natale

Against: Nil

19 CLOSURE

There being no further business, the Presiding Member declared the meeting closed at 7.40pm

I hereby certify that the Minutes of the Ordinary meeting of the Council of the Town of East Fremantle, held on 9 December 2025, Minute Book reference 1. to 19. were confirmed at the meeting of the Council on

17 FEBRUARY 2026



Presiding Member