



# **SHIRE OF JERRAMUNGUP**

## **ATTACHMENTS**

**ORDINARY MEETING OF COUNCIL**  
**24 June 2026**



Date: 10/06/2026  
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**Shire of Jerramungup**  
**Accounts Payable Report**

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT24700	05/05/2026	SYNERGY	ELECTRICITY USAGE 28.01.2026 - 20.03.2026 METER; 0200358489	10		635.19
INV 9652053115/04/2026		SYNERGY	ELECTRICITY USAGE 28.01.2026 - 20.03.2026 METER; 0200358489		149.01	
INV 7040728215/04/2026		SYNERGY	ELECTRICITY USAGE 21.01.2026 - 20.03.2026 METER; 0520012381		122.24	
INV 4671754115/04/2026		SYNERGY	ELECTRICITY USAGE 20.03.2026 - 11.04.2026 METER; 15M304014		82.70	
INV 2941394822/04/2026		SYNERGY	ELECTRICITY USAGE 17.03.2026 - 20.04.2026 METER; 0413002663		139.72	
INV 4725267324/04/2026		SYNERGY	ELECTRICITY USAGE 20.03.2026 - 19.04.2026 METER; 0200219675		141.52	
EFT24701	05/05/2026	TELSTRA	USAGE CHARGES TO 21.04.2026	10		1,613.80
INV 4566063622/04/2026		TELSTRA	USAGE CHARGES TO 21.04.2026		1,613.80	
EFT24702	05/05/2026	WATER CORPORATION	WATER USAGE 17.02.2026 - 21.04.2026 METER; FK 9710134	10		12,616.84
INV 9020378921/04/2026		WATER CORPORATION	WATER USAGE 16.02.2026 - 20.04.2026 METER; BC 1537898		501.26	
INV 9013976921/04/2026		WATER CORPORATION	WATER USAGE 17.02.2026 - 20.04.2026 METER; BC 0420962		165.44	
INV 9007796821/04/2026		WATER CORPORATION	WATER USAGE 16.02.2026 - 20.04.2026 METER; BC 2236780		948.78	
INV 9007794521/04/2026		WATER CORPORATION	WATER USAGE 16.02.2026 - 20.04.2026 METER; BK 0630735		449.56	
INV 9017715422/04/2026		WATER CORPORATION	WATER USAGE 17.02.2026 - 21.04.2026 METER; BC 01004551		367.46	
INV 9016615322/04/2026		WATER CORPORATION	WATER USAGE 16.02.2026 - 21.04.2026 METER; BC 1401637		348.50	
INV 9016615122/04/2026		WATER CORPORATION	WATER USAGE 16.02.2026 - 21.04.2026 METER; BC 1974792		370.32	
INV 9007796422/04/2026		WATER CORPORATION	WATER USAGE 17.02.2026 - 21.04.2026 METER; FK 9710134		6,485.53	
INV 9007793223/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BK 0527441		63.98	
INV 9007793023/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BK 0239613		49.62	
INV 9007792923/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BC 2159397		59.88	
INV 9007792423/04/2026		WATER CORPORATION	WATER USAGE 18.02.2026 - 22.04.2026 METER; CK 2100163		198.79	

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INV 9007792323/04/2026		WATER CORPORATION	WATER USAGE 18.02.2026 - 22.04.2026 METER; BC 0609248		15.06	
INV 9007792223/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BC 0536115		60.24	
INV 9007792123/04/2026		WATER CORPORATION	WATER USAGE 18.02.2026 - 22.04.2026 METER; BC 0821414		117.47	
INV 9007792123/04/2026		WATER CORPORATION	WATER USAGE 18.02.2026 - 22.04.2026 METER; BC 1974725		1,009.02	
INV 9007792023/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BC 0527270		64.41	
INV 9007792023/04/2026		WATER CORPORATION	WATER USAGE 26.03.2026 - 22.04.2026 METER; BC 0631796		74.24	
INV 9007791823/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BC 1989823		262.87	
INV 9007791123/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BK 2008922		88.61	
INV 9007791923/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BC 0723042		132.16	
INV 9007792723/04/2026		WATER CORPORATION	WATER SERVICE CHARGE 01.03.2026 - 30.04.2026		49.62	
INV 9007792723/04/2026		WATER CORPORATION	WATER SERVICE CHARGE 01.03.2026 - 30.04.2026		49.62	
INV 9007792723/04/2026		WATER CORPORATION	WATER SERVICE CHARGE 01.03.2026 - 30.04.2026		49.62	
INV 9023693223/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BC 1989828		153.53	
INV 9023693223/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BC 19124180		262.93	
INV 9007793323/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BK 0527372		90.36	
INV 9007793223/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BK 0527401		63.98	
INV 9007793223/04/2026		WATER CORPORATION	WATER USAGE 19.02.2026 - 22.04.2026 METER; BK 057442		63.98	
EFT24703	05/05/2026	LIVINGSTON MEDICAL PTY LTD	MEDICAL SERVICES FOR APRIL 2026	10		18,920.00
INV INV-089720/04/2026		LIVINGSTON MEDICAL PTY LTD	MEDICAL SERVICES FOR APRIL 2026		18,920.00	
EFT24704	05/05/2026	INTEGRATED ICT	ITPEL FOR APRIL 2026	10		386.65
INV 42480	28/04/2026	INTEGRATED ICT	ITPEL FOR APRIL 2026		386.65	
EFT24705	05/05/2026	ETHAN DUCKWORTH	PLT5 - NEW TRAILER PLUG	10		198.42
INV INV-076616/04/2026		ETHAN DUCKWORTH	PLT5 - NEW TRAILER PLUG		198.42	

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EFT24706	05/05/2026	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT - DFES STORES	10		175.33
INV 0510-S14:19/04/2026		TEAM GLOBAL EXPRESS PTY LTD	FREIGHT - PATHWEST		51.01	
INV 0511-S1426/04/2026		TEAM GLOBAL EXPRESS PTY LTD	FREIGHT - DFES STORES		124.32	
EFT24707	05/05/2026	OFFICEWORKS	1X IPAD FOR NEW COUNCILLOR	10		1,197.00
INV 6289708114/04/2026		OFFICEWORKS	1X IPAD FOR NEW COUNCILLOR		1,197.00	
EFT24708	05/05/2026	JERRAMUNGUP CAFE / TOBRUK TRADERS	PERSONNEL FILES	10		336.50
INV INV-773215/04/2026		JERRAMUNGUP CAFE / TOBRUK TRADERS	PERSONNEL FILES		204.50	
INV INV-775022/04/2026		JERRAMUNGUP CAFE / TOBRUK TRADERS	APRIL 2026 COUNCIL MEETING CATERING		132.00	
EFT24709	05/05/2026	NOVUS AUTO GLASS REPAIRS & REPLACEMENT ALBANY	PT2 - WINDSCREEN REPLACEMENT	10		660.00
INV 8181934014/04/2026		NOVUS AUTO GLASS REPAIRS & REPLACEMENT ALBANY	PT2 - WINDSCREEN REPLACEMENT		660.00	
EFT24710	05/05/2026	FIONA MURRAY	POOL KEY REFUND	10		40.00
INV T260	01/05/2026	FIONA MURRAY	POOL KEY REFUND	10	40.00	
EFT24711	05/05/2026	CAMPBELL OPERATIONS PTY LTD	FREIGHT - CUTTING EDGES, FREIGHT - SIGMA CHEMICALS	10		504.41
INV INV-111215/04/2026		CAMPBELL OPERATIONS PTY LTD	FREIGHT - CUTTING EDGES, FREIGHT - SIGMA CHEMICALS		504.41	
EFT24712	05/05/2026	THE LEISURE INSTITUTE OF WESTERN AUSTRALIA (AQUATICS) INC	REGISTRATION: INDIVIDUAL MEMBERSHIP (1 YEAR) EMP 129	10		150.00
INV MR8036	17/04/2026	THE LEISURE INSTITUTE OF WESTERN AUSTRALIA (AQUATICS) INC	REGISTRATION: INDIVIDUAL MEMBERSHIP (1 YEAR) EMP 129		150.00	
EFT24713	05/05/2026	OZRUSS TRADING CO	9X SANDWICHES FOR MARCH 2026 COUNCIL MEETING	10		76.50
INV 11809	25/03/2026	OZRUSS TRADING CO	9X SANDWICHES FOR MARCH 2026 COUNCIL MEETING		76.50	
EFT24714	05/05/2026	JERRAMUNGUP DISTRICT HIGH SCHOOL	POOL POWER AND WATER USAGE 26.02.26 - 07.04.26	10		6,901.76
INV 3354	20/04/2026	JERRAMUNGUP DISTRICT HIGH SCHOOL	POOL POWER AND WATER USAGE 26.02.26 - 07.04.26		6,901.76	

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EFT24715	05/05/2026	BREMER BAY COMMUNITY RESOURCE CENTRE	FINAL 50% PAYMENT FOR 2026 KIDZFEST	10		2,521.05
INV 4917	21/04/2026	BREMER BAY COMMUNITY RESOURCE CENTRE	DONATION TOWARDS ANZAC DAY GUNFIRE BREAKFAST 2026		250.00	
INV 4916	21/04/2026	BREMER BAY COMMUNITY RESOURCE CENTRE	PRINTING / PHOTOCOPYING - BREMER BAY OFFICE 14.01.26 - 21.04.26		621.05	
INV 4923	28/04/2026	BREMER BAY COMMUNITY RESOURCE CENTRE	FINAL 50% PAYMENT FOR 2026 KIDZFEST		1,650.00	
EFT24716	05/05/2026	BEST OFFICE SYSTEMS	PRINTING / PHOTOCOPYING 20.03.26 - 20.04.26	10		1,314.83
INV 658972	28/04/2026	BEST OFFICE SYSTEMS	PRINTING / PHOTOCOPYING 20.03.26 - 20.04.26		1,314.83	
EFT24717	05/05/2026	JERRAMUNGUP COMMUNITY RESOURCE CENTRE (CRC)	PROVISION OF LIBRARY SERVICES 01.01.2026 - 31.03.2026	10		10,947.00
INV 0000978001/04/2026		JERRAMUNGUP COMMUNITY RESOURCE CENTRE (CRC)	CLEANING CONTRACT FOR MARCH 2026		1,200.00	
INV 0000981116/04/2026		JERRAMUNGUP COMMUNITY RESOURCE CENTRE (CRC)	PROVISION OF LIBRARY SERVICES 01.01.2026 - 31.03.2026		8,547.00	
INV 0000981016/04/2026		JERRAMUNGUP COMMUNITY RESOURCE CENTRE (CRC)	CONTRACT CLEANING FOR APRIL 2026		1,200.00	
EFT24718	05/05/2026	ALBANY SIGNS	2X "NO CAMP FIRES" SIGNS	10		132.00
INV INV-172917/04/2026		ALBANY SIGNS	2X "NO CAMP FIRES" SIGNS		132.00	
EFT24719	07/05/2026	CHILD SUPPORT	Payroll deductions	10		204.45
INV DEDUCT06/05/2026		CHILD SUPPORT	Payroll deductions		204.45	
EFT24720	08/05/2026	TELSTRA	SMS CHARGES TO 24.04.2026	10		426.92
INV 4566063725/04/2026		TELSTRA	SMS CHARGES TO 24.04.2026		361.06	
INV 6336244027/04/2026		TELSTRA	SERVICES AND EQUIPMENT RENTAL TO 22.04.2026		65.86	
EFT24721	08/05/2026	NEEDILUP PROGRESS ASSOCIATION	1/3 ELECTRICITY FOR NEEDILUP PAVILION (21.05.25-19.03.26)	10		290.38
INV 257	01/05/2026	NEEDILUP PROGRESS ASSOCIATION	1/3 ELECTRICITY FOR NEEDILUP PAVILION (21.05.25-19.03.26)		290.38	

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EFT24722	08/05/2026	AIDINVILLE FARMS PTY LTD	RG14 - REHAB GRAVEL PIT	10		17,160.00
INV INV-085901	05/2026	AIDINVILLE FARMS PTY LTD	RG14 - REHAB GRAVEL PIT		17,160.00	
EFT24723	08/05/2026	CALDWELL LAND SURVEYS	SURVEY CASE 2501351 PROPOSED EXCISIONS FROM RESERVE 48293 TO CREATE NEW RESERVES AND GRANT MO'S. TRANSFER MANAGEMENT OF RESERVE 48293	10		1,175.00
INV 0000344501	05/2026	CALDWELL LAND SURVEYS	SURVEY CASE 2501351 PROPOSED EXCISIONS FROM RESERVE 48293 TO CREATE NEW RESERVES AND GRANT MO'S. TRANSFER MANAGEMENT OF RESERVE 48293		1,175.00	
EFT24724	08/05/2026	4 RIVERS PLUMBING AND GAS	INVESTIGATE AND REPAIR TWO GAS BURNERS ON STOVE THAT ARENT WORKING - 6 DERRICK ST JERRAMUNGUP	10		2,011.68
INV 0000779430	04/2026	4 RIVERS PLUMBING AND GAS	INVESTIGATE AND REPAIR TWO GAS BURNERS ON STOVE THAT ARENT WORKING - 6 DERRICK ST JERRAMUNGUP		2,011.68	
EFT24725	08/05/2026	M & K HOBBS EARTHMOVING	VARIOUS MAINTENANCE GRADING 08.04.26 - 24.04.26	10		17,448.75
INV INV-050828	04/2026	M & K HOBBS EARTHMOVING	VARIOUS MAINTENANCE GRADING 08.04.26 - 24.04.26		17,448.75	
EFT24726	08/05/2026	AFGRI EQUIPMENT AUSTRALIA PTY LTD	PBT8 - CHANGE OVER HYDRAULIC FITTINGS INCLUDING TRAVEL	10		1,846.46
INV 3091540	30/04/2026	AFGRI EQUIPMENT AUSTRALIA PTY LTD	PBT8 - CHANGE OVER HYDRAULIC FITTINGS INCLUDING TRAVEL		1,846.46	
EFT24727	08/05/2026	ATRATUS PROPERTY	CONTRACT BUILDING SURVEYOR SERVICES AND PROJECT MANAGEMENT FOR APRIL 2026	10		9,435.25
INV INV-023604	05/2026	ATRATUS PROPERTY	CONTRACT BUILDING SURVEYOR SERVICES AND PROJECT MANAGEMENT FOR APRIL 2026		9,435.25	
EFT24728	08/05/2026	JASS CONTRACTORS	CONTRACT CLEANING FOR APRIL 2026	10		14,712.68
INV INV-015330	04/2026	JASS CONTRACTORS	CONTRACT CLEANING FOR APRIL 2026		14,712.68	
EFT24729	08/05/2026	INTEGRATED ICT	MICROSOFT 365 FOR APRIL 2026	10		6,951.86
INV 42813	30/04/2026	INTEGRATED ICT	MICROSOFT 365 FOR APRIL 2026		2,381.60	
INV 42802	30/04/2026	INTEGRATED ICT	MANAGED SERVICES FOR APRIL 2026		2,179.54	

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INV 42586	30/04/2026	INTEGRATED ICT	SECURITY AS A SERVICE FOR APRIL 2026		1,486.65	
INV 42559	30/04/2026	INTEGRATED ICT	CLOUD SERVICES FOR APRIL 2026		904.07	
EFT24730	08/05/2026	CLEANAWAY PTY LTD	REFUSE SERVICES FOR APRIL 2026	10		32,828.43
INV 2190944430/04/2026		CLEANAWAY PTY LTD	REFUSE SERVICES FOR APRIL 2026		15,812.75	
INV 2190556230/04/2026		CLEANAWAY PTY LTD	TRANSFER STATIONS FOR APRIL 2026		10,900.68	
INV 2190944630/04/2026		CLEANAWAY PTY LTD	ADDITIONAL SERVICES FOR APRIL 2026V		2,715.48	
INV 2190944530/04/2026		CLEANAWAY PTY LTD	RECYCLE SERVICES FOR APRIL 2026		3,399.52	
EFT24731	08/05/2026	GREENFIELD TECHNICAL SERVICES	PROVISION OF FLOOD DAMAGE ASSESSMENT - RFQ 07-25	10		770.00
INV INV-506705/05/2026		GREENFIELD TECHNICAL SERVICES	PROVISION OF FLOOD DAMAGE ASSESSMENT - RFQ 07-25		770.00	
EFT24732	08/05/2026	QHSE INTEGRATED SOLUTIONS (SKYTRUST)	SKYTRUST SUBSCRIPTION FOR MAY 2026	10		273.90
INV INV-445804/05/2026		QHSE INTEGRATED SOLUTIONS (SKYTRUST)	SKYTRUST SUBSCRIPTION FOR MAY 2026		273.90	
EFT24733	08/05/2026	BREMER BAY HARDWARE	GOODS PURCHASED FOR APRIL 2026	10		305.25
INV APRIL 2030/04/2026		BREMER BAY HARDWARE	GOODS PURCHASED FOR APRIL 2026		305.25	
EFT24734	08/05/2026	TEAM GLOBAL EXPRESS PTY LTD	FREIGHT - FRONTLINE FIRE	10		46.22
INV 0512-S1403/05/2026		TEAM GLOBAL EXPRESS PTY LTD	FREIGHT - FRONTLINE FIRE		46.22	
EFT24735	08/05/2026	BGL SOLUTIONS PTY LTD	TURF MAINTENANCE - JERRAMUNGUP OVAL	10		21,211.07
INV INV-000830/04/2026		BGL SOLUTIONS PTY LTD	TURF MAINTENANCE - BOXWOOD HILL OVAL		7,332.25	
INV INV-000830/04/2026		BGL SOLUTIONS PTY LTD	TURF MAINTENANCE - BREMER BAY OVAL		4,292.87	
INV INV-000830/04/2026		BGL SOLUTIONS PTY LTD	TURF MAINTENANCE - JERRAMUNGUP OVAL		9,585.95	
EFT24736	08/05/2026	MCLEODS LAWYERS PTY LTD	CORRESPONDENCE AND NOTICE FOR SHORT TERM ACCOMMODATION	10		1,479.39
INV 151369	30/04/2026	MCLEODS LAWYERS PTY LTD	CORRESPONDENCE AND NOTICE FOR SHORT TERM ACCOMMODATION		1,479.39	

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EFT24737	08/05/2026	PHILIP BOULTWOOD	ENVIRONMENTAL HEALTH SERVICES FOR APRIL 2026	10		682.50
INV APRIL 2630/04/2026		PHILIP BOULTWOOD	ENVIRONMENTAL HEALTH SERVICES FOR APRIL 2026		682.50	
EFT24738	08/05/2026	HOMESTEAD HARDWARE	6 X 375MM BLACK CULVERT PIPES	10		3,615.63
INV 12309	28/04/2026	HOMESTEAD HARDWARE	6 X 375MM BLACK CULVERT PIPES		3,402.63	
INV 12460	04/05/2026	HOMESTEAD HARDWARE	H2 - 1X GAS BOTTLE AND DELIVERY		213.00	
EFT24739	08/05/2026	LG BEST PRACTICES	RATES SERVICES FOR APRIL 2026	10		2,332.00
INV 23319	30/04/2026	LG BEST PRACTICES	RATES SERVICES FOR APRIL 2026		2,332.00	
EFT24740	08/05/2026	UNIFORMS AT WORK	UNIFORMS FOR EMP 153, 77 & 178	10		809.30
INV UAW01727/04/2026		UNIFORMS AT WORK	UNIFORMS FOR EMP 153, 77 & 178		809.30	
EFT24741	08/05/2026	DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY	BSL FOR APRIL 2026	10		1,212.51
INV BSL APR05/05/2026		DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY	BSL FOR APRIL 2026		1,212.51	
EFT24742	08/05/2026	ASK WASTE MANAGEMENT PTY LTD	CONSULTANT FEES FOR WASTE REVIEW	10		5,225.00
INV INV-039001/05/2026		ASK WASTE MANAGEMENT PTY LTD	CONSULTANT FEES FOR WASTE REVIEW		5,225.00	
EFT24743	08/05/2026	LIVINGSTON MEDICAL KUNUNOPPIN	PRE-EMPLOYMENT MEDICAL - EMP # 238	10		555.50
INV 0-33919-104/05/2026		LIVINGSTON MEDICAL KUNUNOPPIN	PRE-EMPLOYMENT MEDICAL - EMP # 238		555.50	
EFT24744	08/05/2026	ASHLI JOY MCALINDEN	REFUND HOUSING BOND 12B COLLINS STREET	10		600.00
INV T236	08/05/2026	ASHLI JOY MCALINDEN	REFUND HOUSING BOND 12B COLLINS STREET		600.00	
EFT24745	08/05/2026	OZRUSS TRADING CO	1X NEW GRADER TYRE, 1X TRUCK TRAILER LIGHT PLUG	10		4,661.80
INV 11880	08/04/2026	OZRUSS TRADING CO	PG6 - REPAIR GRADER TYRE		2,057.00	
INV 11886	12/04/2026	OZRUSS TRADING CO	PLT5 - REPLACE TRAILER TYRE		440.00	
INV 11892	13/04/2026	OZRUSS TRADING CO	PU13 - TYRE REPAIR		55.00	

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INV 11881	24/04/2026	OZRUSS TRADING CO	1X NEW GRADER TYRE, 1X TRUCK TRAILER LIGHT PLUG		2,109.80	
EFT24746	08/05/2026	BREMER BAY RESORT	ACCOMMODATION FOR COA STAFF FOR BUSHFIRE READY COMMUNITY EVENT	10		269.00
INV 7975-2	11/04/2026	BREMER BAY RESORT	ACCOMMODATION FOR COA STAFF FOR BUSHFIRE READY COMMUNITY EVENT		269.00	
EFT24747	08/05/2026	GREAT SOUTHERN FUEL SUPPLIES	FUEL CARDS FOR APRIL 2026	10		18,634.02
INV FUEL CA30/04/2026		GREAT SOUTHERN FUEL SUPPLIES	FUEL CARDS FOR APRIL 2026		8,421.00	
INV D225424C30/04/2026		GREAT SOUTHERN FUEL SUPPLIES	1000L WEEKLY SUPPLY AND DELIVERY OF FUEL TO BREMER BAY DEPOT (CONTRACT MAINTENANCE GRADER)		2,486.14	
INV D225451501/05/2026		GREAT SOUTHERN FUEL SUPPLIES	3000L DIESEL FUEL		7,726.88	
EFT24748	08/05/2026	JERRAMUNGUP COMMUNITY RESOURCE CENTRE (CRC)	CLEANING CONTRACT FOR MAY 2026	10		1,200.00
INV 0000981905/05/2026		JERRAMUNGUP COMMUNITY RESOURCE CENTRE (CRC)	CLEANING CONTRACT FOR MAY 2026		1,200.00	
EFT24749	08/05/2026	JERRAMUNGUP DHS P & C ASSOCIATION INC	CATERING FOR GREAT SOUTHERN REGIONAL ROAD GROUP MEETING 1 MAY 2026	10		800.00
INV 0000003602/05/2026		JERRAMUNGUP DHS P & C ASSOCIATION INC	CATERING FOR GREAT SOUTHERN REGIONAL ROAD GROUP MEETING 1 MAY 2026		800.00	
EFT24750	12/05/2026	AUSTRALIAN TAXATION OFFICE	FBT TAX FOR YEAR ENDED 31.3.2026	10		13,504.41
INV 24-25	11/05/2026	AUSTRALIAN TAXATION OFFICE	FBT TAX FOR YEAR ENDED 31.3.2026		13,504.41	
EFT24751	13/05/2026	NUTRIEN AG SOLUTIONS LIMITED	CHECMIAL OF SPRAYING AND ANT POWDER	10		357.13
INV 9143575521/04/2026		NUTRIEN AG SOLUTIONS LIMITED	CHECMIAL OF SPRAYING AND ANT POWDER		357.13	
EFT24752	13/05/2026	SOUTH REGIONAL TAFE	SKIDSTEER TRAINING	10		693.60
INV I0037336	11/05/2026	SOUTH REGIONAL TAFE	SKIDSTEER TRAINING		693.60	
EFT24753	13/05/2026	WA HINO SALES & SERVICE	PBT5 - REAR LIGHT, NEW MUD FLAPS + DELIVERY	10		438.31
INV 325525	04/05/2026	WA HINO SALES & SERVICE	PBT5 - REAR LIGHT, NEW MUD FLAPS + DELIVERY		438.31	

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EFT24754	13/05/2026	CORSIGN WA	SIGN POLES	10		3,500.20
INV 0010393130/04/2026		CORSIGN WA	SIGN POLES		3,500.20	
EFT24755	13/05/2026	JERRAMUNGUP ELECTRICAL SERVICE	ANNUAL SERVICING OF AIR CONDITIONER UNITS, RCD & SMOKE ALARM CHECKS, TEST AND TAG	10		6,834.66
INV INV-748508/04/2026		JERRAMUNGUP ELECTRICAL SERVICE	ANNUAL SERVICING OF AIR CONDITIONER UNITS, RCD & SMOKE ALARM CHECKS, TEST AND TAG		5,329.86	
INV INV-760011/05/2026		JERRAMUNGUP ELECTRICAL SERVICE	SUPPLY AND INSTALL DISHWASHER AT 18 LANCASTER RD, JERRAMUNGUP BOSCH 60CM FREESTANDING DISHWASHER - SMS4HVI01A		1,504.80	
EFT24756	13/05/2026	ETHAN DUCKWORTH	REPAIR DAMAGED WIRING ON SPRAY UNIT	10		131.69
INV INV-078011/05/2026		ETHAN DUCKWORTH	REPAIR DAMAGED WIRING ON SPRAY UNIT		131.69	
EFT24757	13/05/2026	LAURA WISHART	WATER USAGE 17.02.2026 - 21.04.2026	10		174.98
INV WATER 06/05/2026		LAURA WISHART	WATER USAGE 17.02.2026 - 21.04.2026		174.98	
EFT24758	13/05/2026	HOMESTEAD HARDWARE	FLAME THROWER PARTS AS PER QUOTE 0028	10		1,338.10
INV 12483	05/05/2026	HOMESTEAD HARDWARE	FLAME THROWER PARTS AS PER QUOTE 0028		1,116.09	
INV 12617	07/05/2026	HOMESTEAD HARDWARE	DRILL BIT, SLEEVE ANCHOR, WASHER & RAGS		87.11	
INV 12616	07/05/2026	HOMESTEAD HARDWARE	VARIOUS NUTS AND BOLTS		134.90	
EFT24759	13/05/2026	LG BEST PRACTICES	ADJUSTMENTS TO PRIOR BUDGET TEMPLATE TO UPDATE DATA FOR 26/27	10		2,475.00
INV 23349	30/04/2026	LG BEST PRACTICES	ADJUSTMENTS TO PRIOR BUDGET TEMPLATE TO UPDATE DATA FOR 26/27		2,475.00	
EFT24760	13/05/2026	BOXWOOD HILL COMBINED SPORTS CLUB	2025/26 CONTRIBUTION TOWARDS OPERATIONAL COSTS	10		11,000.00
INV INV-019601/05/2026		BOXWOOD HILL COMBINED SPORTS CLUB	2025/26 CONTRIBUTION TOWARDS OPERATIONAL COSTS		11,000.00	
EFT24761	13/05/2026	BASKETBALL RINGLEADER	SUPPLY AND INSTALL ELECTRIC WINCHING SYSTEM AT JERRAMUNGUP ENTERTAINMENT CENTRE	10		27,984.00
INV 2796	07/05/2026	BASKETBALL RINGLEADER	SUPPLY AND INSTALL ELECTRIC WINCHING SYSTEM AT JERRAMUNGUP ENTERTAINMENT CENTRE		27,984.00	

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EFT24762	13/05/2026	THE TRUSTEE FOR MARMION FAMILY TRUST AND OTHERS T/AS SRMG PTY LTD	PRE EMPLOYMENT MEDICAL - PLANT OPERATOR #238	10		385.00
INV 174592	05/05/2026	THE TRUSTEE FOR MARMION FAMILY TRUST AND OTHERS T/AS SRMG PTY LTD	PRE EMPLOYMENT MEDICAL - PLANT OPERATOR #238		385.00	
EFT24763	13/05/2026	OZRUSS TRADING CO	CATERING MONKEY ROCK RD FIRE	10		1,681.57
INV 11630	16/01/2026	OZRUSS TRADING CO	CATERING MONKEY ROCK RD FIRE		505.00	
INV 11629	18/01/2026	OZRUSS TRADING CO	CATERING MONKEY ROCK RD FIRE		602.00	
INV 11777	30/03/2026	OZRUSS TRADING CO	FUEL NEEDILUP BFB		141.90	
INV 11848	20/04/2026	OZRUSS TRADING CO	BFAC CATERING		160.00	
INV 11854	22/04/2026	OZRUSS TRADING CO	FUEL JACUP BFB		272.67	
EFT24764	13/05/2026	AUSTRALIA POST	POSTAGE FOR APRIL 2026	10		208.62
INV 1014712103/05/2026		AUSTRALIA POST	POSTAGE FOR APRIL 2026		208.62	
EFT24765	13/05/2026	BUNNINGS	PLANTS, RIGGER GLOVES AND PINK MARKING PAINT	10		939.33
INV 2181/009306/05/2026		BUNNINGS	PLANTS, RIGGER GLOVES AND PINK MARKING PAINT		939.33	
EFT24766	13/05/2026	FULTON HOGAN INDUSTRIES PTY LTD	1 PALLET EZSTREET ASPHALT	10		4,012.80
INV 5194140	29/04/2026	FULTON HOGAN INDUSTRIES PTY LTD	1 PALLET EZSTREET ASPHALT		4,012.80	
EFT24767	13/05/2026	BOC GASES	CONTAINER SERVICE - ARGOSHIELD & OXYGEN	10		18.77
INV 5006869528/04/2026		BOC GASES	CONTAINER SERVICE - ARGOSHIELD & OXYGEN		18.77	
EFT24768	13/05/2026	JERRAMUNGUP SPORTS CLUB INC	HIRE OF SPORTS CLUB AND KITCHEN FOR RRG MEETING 01.05.2026	10		220.00
INV 0000257011/05/2026		JERRAMUNGUP SPORTS CLUB INC	HIRE OF SPORTS CLUB AND KITCHEN FOR RRG MEETING 01.05.2026		220.00	
EFT24769	13/05/2026	CONSTRUCTION TRAINING FUND	BCITF FOR BP25-033, BP26-014 & BP24-030	10		665.26
INV INV-360006/05/2026		CONSTRUCTION TRAINING FUND	BCITF FOR BP25-033, BP26-014 & BP24-030		665.26	

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EFT24770	13/05/2026	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	COUNCILLOR MEMBER ESSENTIALS TRAINING - MODULE 1, 2 & 4 - CR MCQUOID	10		2,271.50
INV SI018570	11/05/2026	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	COUNCILLOR MEMBER ESSENTIALS TRAINING - MODULE 1, 2 & 4 - CR MCQUOID		1,138.50	
INV SI-018571	11/05/2026	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	COUNCILLOR MEMBER ESSENTIALS TRAINING - MODULE 3 - CR MCQUOID		1,133.00	
EFT24771	19/05/2026	M & K HOBBS EARTHMOVING	MAINTENANCE GRADING 28.04.2026 - 13.05.2026	10		9,762.50
INV INV-051015	05/2026	M & K HOBBS EARTHMOVING	MAINTENANCE GRADING 28.04.2026 - 13.05.2026		9,762.50	
EFT24772	19/05/2026	ALBANY SCREENPRINTERS	EMERGENCY CHECKLIST MAGNET	10		3,455.00
INV 6687	19/03/2026	ALBANY SCREENPRINTERS	EMERGENCY CHECKLIST MAGNET		3,455.00	
EFT24773	19/05/2026	ALBANY WORLD OF CARS	JP0035 - 45,000KM SERVICE	10		520.00
INV JC44007512	05/2026	ALBANY WORLD OF CARS	JP0035 - 45,000KM SERVICE		520.00	
EFT24774	19/05/2026	MIKE MCMANUS	CARTING WATER FOR FISHERIES BEACH MARINA	10		1,848.00
INV 2	10/04/2026	MIKE MCMANUS	CARTING WATER FOR FISHERIES BEACH MARINA		1,848.00	
EFT24775	19/05/2026	HOMESTEAD HARDWARE	1X GAS BOTTLE PLUS DELIVERY	10		222.00
INV 12750	12/05/2026	HOMESTEAD HARDWARE	HEAVY DUTY CHEMICAL MEASURING JUG		7.50	
INV 12792	13/05/2026	HOMESTEAD HARDWARE	1X GAS BOTTLE PLUS DELIVERY		214.50	
EFT24776	19/05/2026	SCHMIDT QUALITY CONSTRUCTIONS	MINOR REPAIRS AT 4 DERRICK ST SKYLIGHT, GARAGE AND SHED LOCKS, FENCE REPAIRS.	10		1,562.00
INV 1079	08/05/2026	SCHMIDT QUALITY CONSTRUCTIONS	MINOR REPAIRS AT 4 DERRICK ST SKYLIGHT, GARAGE AND SHED LOCKS, FENCE REPAIRS.		1,562.00	
EFT24777	19/05/2026	NOVUS AUTO GLASS REPAIRS & REPLACEMENT ALBANY	REPLACE DAMAGED WINDSCREEN ON TOYOTA PRADO JP002	10		1,370.00
INV 8181978406	05/2026	NOVUS AUTO GLASS REPAIRS & REPLACEMENT ALBANY	INSURANCE CLAIM - MO0089807 REPLACE DAMAGED WINDSCREEN ON TOYOTA PRADO JP002 INSURANCE CLAIM - MO0089807		1,370.00	

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EFT24778	19/05/2026	GNOWANGERUP FUEL SUPPLIES / ELITE NOMINEES PTY LTD	200L DRUM OF BLUE Kerosine	10		850.00
INV SALE85208/05/2026		GNOWANGERUP FUEL SUPPLIES / ELITE NOMINEES PTY LTD	200L DRUM OF BLUE Kerosine		850.00	
EFT24779	19/05/2026	ABBOTTS LIQUID SALVAGE	PUMP OUT OF SEPTICS AT LIONS PARK DUMP POINT	10		2,420.75
INV 2026050612/05/2026		ABBOTTS LIQUID SALVAGE	PUMP OUT OF SEPTICS AT LIONS PARK DUMP POINT		2,420.75	
EFT24780	21/05/2026	SYNERGY	ELECTRICITY CHARGES - STREET LIGHTS	10		3,622.39
INV 5955058706/05/2026		SYNERGY	ELECTRICITY CHARGES - STREET LIGHTS		3,494.07	
INV 3572377107/05/2026		SYNERGY	ELECTRICTY USAGE 20.03.2026 - 16.04.2026 METER; 0620065370		128.32	
EFT24781	21/05/2026	SUPAGAS PTY LTD	EQUIPMENT RENTAL FEE	10		99.00
INV C647959-30/04/2026		SUPAGAS PTY LTD	EQUIPMENT RENTAL FEE		99.00	
EFT24782	21/05/2026	TELAIR PTY LTD	INTERNET CHARGES FOR BREMER BAY AND JERRAMUNGUP OFFICES FOR APRIL 2026	10		1,899.22
INV TA23191-30/04/2026		TELAIR PTY LTD	INTERNET CHARGES FOR BREMER BAY AND JERRAMUNGUP OFFICES FOR APRIL 2026		1,899.22	
EFT24783	21/05/2026	AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY (ACMA)	1620676/1 LICENCE RENEWAL	10		48.00
INV 5045868215/05/2026		AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY (ACMA)	1620676/1 LICENCE RENEWAL		48.00	
EFT24784	21/05/2026	JULIE LEENHOUWERS	RENT FOR 2 RODERICK ST UP TO 18.06.2026	10		1,680.00
INV RENT TC21/05/2026		JULIE LEENHOUWERS	RENT FOR 2 RODERICK ST UP TO 18.06.2026		1,680.00	
EFT24785	21/05/2026	CHILD SUPPORT	Payroll deductions	10		204.45
INV DEDUCT20/05/2026		CHILD SUPPORT	Payroll deductions		204.45	
EFT24786	21/05/2026	MOORE AUSTRALIA (WA) PTY LTD	MOORE AUSTRALIA - EMPLOYEE AND COUNCIL MEMBER TAX OBLIGATIONS WORKSHOP, 14 MAY 2026 - LIVESTREAM ATTENDANCE, EMP 153 & 178	10		1,045.00

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INV 5208	12/05/2026	MOORE AUSTRALIA (WA) PTY LTD	MOORE AUSTRALIA - EMPLOYEE AND COUNCIL MEMBER TAX OBLIGATIONS WORKSHOP, 14 MAY 2026 - LIVESTREAM ATTENDANCE, EMP 153 & 178		1,045.00	
EFT24787	21/05/2026	CANINE CONTROL	CONTRACT RANGER SERVICES PERFORMED IN BREMER BAY 01.04.2026 - 15.04.2026	10		16,747.50
INV INV-027012/04/2026		CANINE CONTROL	CONTRACT RANGER SERVICES PERFORMED IN BREMER BAY 01.04.2026 - 15.04.2026		16,747.50	
EFT24788	21/05/2026	LAURA WISHART	RENT FOR 33 GEORGE ST TO 18.06.2026	10		1,880.00
INV RENT TC21/05/2026		LAURA WISHART	RENT FOR 33 GEORGE ST TO 18.06.2026		1,880.00	
EFT24789	21/05/2026	MCLEODS LAWYERS PTY LTD	RATES RECOVERY A1601914	10		1,230.80
INV 150481	20/03/2026	MCLEODS LAWYERS PTY LTD	RATES RECOVERY A1601914		1,230.80	
EFT24790	21/05/2026	CREATIVE ADM	RE-SCOPED BRAND DEVELOPMENT PROJECT	10		3,511.20
INV 9095	30/04/2026	CREATIVE ADM	RE-SCOPED BRAND DEVELOPMENT PROJECT		3,511.20	
EFT24791	21/05/2026	PRINT MEDIA GROUP	5X FIRE PERMIT BOOKS	10		402.84
INV 2301476	11/03/2026	PRINT MEDIA GROUP	5X FIRE PERMIT BOOKS		402.84	
EFT24792	21/05/2026	MARTIN CUTHBERT	RENT FOR 24 MCGLADE CL TO 18.06.2026	10		3,300.00
INV RENT TC21/05/2026		MARTIN CUTHBERT	RENT FOR 24 MCGLADE CL TO 18.06.2026		3,300.00	
EFT24793	21/05/2026	CLOUD PAYMENT GROUP PTY LTD	DEBT RECOVERY FOR RATES AND DEBTORS	10		7,215.45
INV INV-824131/03/2026		CLOUD PAYMENT GROUP PTY LTD	DEBT RECOVERY FOR RATES AND DEBTORS		7,215.45	
EFT24794	21/05/2026	WILSONS SIGN SOLUTIONS	NAME DESK PLATES & HONOUR BOARD STRIPS CR'S NATHAN MCQUOID & PAUL HISLOP	10		236.50
INV 89595	15/05/2026	WILSONS SIGN SOLUTIONS	NAME DESK PLATES & HONOUR BOARD STRIPS CR'S NATHAN MCQUOID & PAUL HISLOP		236.50	
EFT24795	21/05/2026	BREMER BAY COMMUNITY RESOURCE CENTRE	DONATION FOR 2026 CANCER COUNCIL BIGGEST MORNING TEA	10		250.00
INV 4937	15/05/2026	BREMER BAY COMMUNITY RESOURCE CENTRE	DONATION FOR 2026 CANCER COUNCIL BIGGEST MORNING TEA		250.00	

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EFT24796	26/05/2026	SEADUNES PTY LTD	REFUND SUBDIVISION FEE PAID IN ERROR	10		1,660.00
INV REFUND18/05/2026		SEADUNES PTY LTD	REFUND SUBDIVISION FEE PAID IN ERROR		1,660.00	
EFT24797	26/05/2026	BREMER BAY LANDSCAPE	GARDENING SERVICES 10.09.2025 - 19.05.2026	10		5,790.00
INV 2093	19/05/2026	BREMER BAY LANDSCAPE	GARDENING SERVICES 10.09.2025 - 19.05.2026		5,790.00	
EFT24798	26/05/2026	INDIJI FLORA	CONTRACTOR SERVICE CHARGES (WATER CORP RECOUP)	10		5,016.00
INV INV-102025/05/2026		INDIJI FLORA	CONTRACTOR SERVICE CHARGES (WATER CORP RECOUP)		5,016.00	
EFT24799	26/05/2026	MIKE MCMANUS	CARTING WATER FOR FISHERIES BEACH MARINA TOILETS	10		1,848.00
INV 13	16/05/2026	MIKE MCMANUS	CARTING WATER FOR FISHERIES BEACH MARINA TOILETS		1,848.00	
EFT24800	26/05/2026	BUNNINGS	MOP BUCKET, 6X REGULAR BUCKETS, 3X GRIP RAILS	10		136.60
INV 2181/008123/05/2026		BUNNINGS	MOP BUCKET, 6X REGULAR BUCKETS, 3X GRIP RAILS		136.60	
EFT24801	28/05/2026	INDIJI FLORA	MAF WORKS TREATMENT # 41922	10		14,019.50
INV INV-101917/05/2026		INDIJI FLORA	MAF WORKS TREATMENT # 41922		7,089.50	
INV INV-102125/05/2026		INDIJI FLORA	MAF WORKS TREATMENT # 37934		3,080.00	
INV INV-102225/05/2026		INDIJI FLORA	MAF WORKS TREATMENT # 37935		3,300.00	
INV INV-102325/05/2026		INDIJI FLORA	MAF WORKS TREATMENT # 37936		550.00	
EFT24802	28/05/2026	LIVINGSTON MEDICAL PTY LTD	MEDICAL SERVICES FOR MAY 2026	10		18,920.00
INV INV-094520/05/2026		LIVINGSTON MEDICAL PTY LTD	MEDICAL SERVICES FOR MAY 2026		18,920.00	
EFT24803	28/05/2026	CANINE CONTROL	CONTRACT RANGER SERVICES - JERRAMUNGUP - MAY 2026	10		4,928.00
INV INV-029125/05/2026		CANINE CONTROL	CONTRACT RANGER SERVICES - JERRAMUNGUP - MAY 2026		4,928.00	
EFT24804	28/05/2026	INTEGRATED ICT	IPTTEL FOR MAY 2026	10		398.64

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INV 42900	20/05/2026	INTEGRATED ICT	IPTTEL FOR MAY 2026		398.64	
EFT24805	28/05/2026	ALBANY IRRIGATION & DRILLING	PLT7 - PARTS FOR FOOT CHECK VALVE	10		522.11
INV 133939	20/05/2026	ALBANY IRRIGATION & DRILLING	PLT7 - PARTS FOR FOOT CHECK VALVE		522.11	
EFT24806	28/05/2026	HOMESTEAD HARDWARE	HIGH TENSILE BOLT, LOCKNUT	10		0.81
INV 12951	21/05/2026	HOMESTEAD HARDWARE	HIGH TENSILE BOLT, LOCKNUT		0.81	
EFT24807	28/05/2026	CAMPBELL OPERATIONS PTY LTD	FREIGHT - FULTON HOGAN & CORSIGN	10		846.67
INV INV-136915/05/2026		CAMPBELL OPERATIONS PTY LTD	FREIGHT - FULTON HOGAN & CORSIGN		846.67	
EFT24808	28/05/2026	DEPARTMENT OF FIRE & EMERGENCY SERVICES	2025/26 ESL Q4	10		13,359.60
INV 161112	21/05/2026	DEPARTMENT OF FIRE & EMERGENCY SERVICES	2025/26 ESL Q4		13,359.60	
EFT24809	28/05/2026	ALBANY TOYOTA	20,000KM SERVICE - JP 00	10		740.00
INV JC14079715/04/2026		ALBANY TOYOTA	20,000KM SERVICE - JP 00		390.00	
INV JC14080030/04/2026		ALBANY TOYOTA	50/60,000KM SERVICE - DR VEHICLE		350.00	
EFT24810	28/05/2026	JERRAMUNGUP CARAVAN PARK	ACCOMMODATION CONTRACT RANGER IN 23 MAY OUT 24 MAY 2026	10		150.00
INV 2106199	22/05/2026	JERRAMUNGUP CARAVAN PARK	ACCOMMODATION CONTRACT RANGER IN 23 MAY OUT 24 MAY 2026		150.00	
EFT24811	28/05/2026	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	COUNCILLOR MEMBER ESSENTIALS TRAINING - MODULE 4 - CR HALL	10		830.50
INV SI-01860118/05/2026		WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	COUNCILLOR MEMBER ESSENTIALS TRAINING - MODULE 4 - CR HALL		566.50	
INV SI-0186118/05/2026		WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION (WALGA)	COUNCILLOR MEMBER ESSENTIALS TRAINING - MODULE 2 - CR HALL		264.00	
EFT24812	28/05/2026	GREAT SOUTHERN FUEL SUPPLIES	3497L DIESEL FUEL	10		7,513.63
INV 3101434819/05/2026		GREAT SOUTHERN FUEL SUPPLIES	1X FUEL CARD		2.75	
INV D225686421/05/2026		GREAT SOUTHERN FUEL SUPPLIES	3497L DIESEL FUEL		7,510.88	

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EFT24813	28/05/2026	ALBANY SIGNS	PLANT NUMBER STICKERS	10		264.00
INV INV-174822/05/2026		ALBANY SIGNS	PLANT NUMBER STICKERS		264.00	
EFT24814	28/05/2026	SYNERGY	ELECTRICITY USAGE 17.04.2026 - 20.05.2026 METER; 0620065370	10		277.60
INV 2941394820/05/2026		SYNERGY	ELECTRICITY USAGE 21.04.2026 - 18.05.2026 METER; 0413002663		103.73	
INV 3572377125/05/2026		SYNERGY	ELECTRICITY USAGE 17.04.2026 - 20.05.2026 METER; 0620065370		173.87	
DD19831.1	05/05/2026	AUSTRALIAN TAXATION OFFICE	BAS FOR MARCH 2026	10		28,658.00
INV BAS MAI05/05/2026		AUSTRALIAN TAXATION OFFICE	BAS FOR MARCH 2026	10	28,658.00	
DD19834.1	06/05/2026	AWARE SUPER	Payroll deductions	10		9,156.83
INV SUPER 06/05/2026		AWARE SUPER	Superannuation contributions	10	8,112.01	
INV DEDUCT06/05/2026		AWARE SUPER	Payroll deductions	10	757.42	
INV DEDUCT06/05/2026		AWARE SUPER	Payroll deductions	10	151.44	
INV DEDUCT06/05/2026		AWARE SUPER	Payroll deductions	10	135.96	
DD19834.2	06/05/2026	HUB24 SUPER FUND	Payroll deductions	10		1,154.10
INV SUPER 06/05/2026		HUB24 SUPER FUND	Superannuation contributions	10	873.88	
INV DEDUCT06/05/2026		HUB24 SUPER FUND	Payroll deductions	10	280.22	
DD19834.3	06/05/2026	CBUS SUPERANNUATION FUND	Superannuation contributions	10		440.84
INV SUPER 06/05/2026		CBUS SUPERANNUATION FUND	Superannuation contributions	10	440.84	
DD19834.4	06/05/2026	COLONIAL FIRST STATE FIRSTCHOICE SUPERANNUATION TRUST	Superannuation contributions	10		763.88
INV DEDUCT06/05/2026		COLONIAL FIRST STATE FIRSTCHOICE SUPERANNUATION TRUST	Payroll deductions	10	114.28	
INV DEDUCT06/05/2026		COLONIAL FIRST STATE FIRSTCHOICE SUPERANNUATION TRUST	Payroll deductions	10	150.00	



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**Shire of Jerramungup**  
**Accounts Payable Report**

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV ICMSFE 08/05/2026	08/05/2026	DEPARTMENT OF JUSTICE	LODGEMENT FEE FOR REGISTERING UNPAID INFRINGEMENT	10	88.50	
INV ICMSFE 08/05/2026	08/05/2026	DEPARTMENT OF JUSTICE	LODGEMENT FEE FOR REGISTERING UNPAID INFRINGEMENT	10	88.50	
INV ICMSFE 08/05/2026	08/05/2026	DEPARTMENT OF JUSTICE	LODGEMENT FEE FOR REGISTERING UNPAID INFRINGEMENT	10	88.50	
INV ICMSFE 08/05/2026	08/05/2026	DEPARTMENT OF JUSTICE	LODGEMENT FEE FOR REGISTERING UNPAID INFRINGEMENT	10	88.50	
INV ICMSFE 08/05/2026	08/05/2026	DEPARTMENT OF JUSTICE	LODGEMENT FEE FOR REGISTERING UNPAID INFRINGEMENT	10	88.50	
INV ICMSFE 08/05/2026	08/05/2026	DEPARTMENT OF JUSTICE	LODGEMENT FEE FOR REGISTERING UNPAID INFRINGEMENT	10	88.50	
INV ICMSFE 08/05/2026	08/05/2026	DEPARTMENT OF JUSTICE	LODGEMENT FEE FOR REGISTERING UNPAID INFRINGEMENT	10	88.50	
INV ICMSFE 08/05/2026	08/05/2026	DEPARTMENT OF JUSTICE	LODGEMENT FEE FOR REGISTERING UNPAID INFRINGEMENT	10	88.50	
DD19855.1	11/05/2026	WA TREASURY CORPORATION	LOAN NO. 263 INTEREST PAYMENT -	10		20,526.96
INV 263	11/05/2026	WA TREASURY CORPORATION	LOAN NO. 263 INTEREST PAYMENT -	10	20,526.96	
DD19862.1	20/05/2026	AWARE SUPER	Payroll deductions	10		8,961.88
INV SUPER	20/05/2026	AWARE SUPER	Superannuation contributions	10	7,915.84	
INV DEDUCT20/05/2026	20/05/2026	AWARE SUPER	Payroll deductions	10	757.42	
INV DEDUCT20/05/2026	20/05/2026	AWARE SUPER	Payroll deductions	10	151.44	
INV DEDUCT20/05/2026	20/05/2026	AWARE SUPER	Payroll deductions	10	137.18	
DD19862.2	20/05/2026	AUSTRALIAN RETIREMENT TRUST	Superannuation contributions	10		122.34
INV SUPER	20/05/2026	AUSTRALIAN RETIREMENT TRUST	Superannuation contributions	10	122.34	
DD19862.3	20/05/2026	HUB24 SUPER FUND	Payroll deductions	10		1,154.10
INV SUPER	20/05/2026	HUB24 SUPER FUND	Superannuation contributions	10	873.88	

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Accounts Payable Report

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV DEDUCT	20/05/2026	HUB24 SUPER FUND	Payroll deductions	10	280.22	
DD19862.4	20/05/2026	CBUS SUPERANNUATION FUND	Superannuation contributions	10		441.58
INV SUPER	20/05/2026	CBUS SUPERANNUATION FUND	Superannuation contributions	10	441.58	
DD19862.5	20/05/2026	COLONIAL FIRST STATE FIRSTCHOICE SUPERANNUATION TRUST	Payroll deductions	10		756.55
INV DEDUCT	20/05/2026	COLONIAL FIRST STATE FIRSTCHOICE SUPERANNUATION TRUST	Payroll deductions	10	110.88	
INV SUPER	20/05/2026	COLONIAL FIRST STATE FIRSTCHOICE SUPERANNUATION TRUST	Superannuation contributions	10	495.67	
INV DEDUCT	20/05/2026	COLONIAL FIRST STATE FIRSTCHOICE SUPERANNUATION TRUST	Payroll deductions	10	150.00	
DD19862.6	20/05/2026	HOSTPLUS SUPERANNUATION FUND	Superannuation contributions	10		688.35
INV DEDUCT	20/05/2026	HOSTPLUS SUPERANNUATION FUND	Payroll deductions	10	275.34	
INV SUPER	20/05/2026	HOSTPLUS SUPERANNUATION FUND	Superannuation contributions	10	413.01	
DD19862.7	20/05/2026	BRIGHTER SUPER	Superannuation contributions	10		637.32
INV DEDUCT	20/05/2026	BRIGHTER SUPER	Payroll deductions	10	182.09	
INV SUPER	20/05/2026	BRIGHTER SUPER	Superannuation contributions	10	455.23	
DD19862.8	20/05/2026	MERCER SUPER TRUST	Superannuation contributions	10		925.18
INV SUPER	20/05/2026	MERCER SUPER TRUST	Superannuation contributions	10	925.18	
DD19862.9	20/05/2026	PRIME SUPER	Superannuation contributions	10		586.10
INV SUPER	20/05/2026	PRIME SUPER	Superannuation contributions	10	586.10	
DD19871.1	01/05/2026	EXETEL PTY LTD	INTERNET CHARGES - JERRAMUNGUP AND BREMER BAY	10		1,800.00
INV 01.05.2020	01/05/2026	EXETEL PTY LTD	INTERNET CHARGES - JERRAMUNGUP AND BREMER BAY	10	1,800.00	
DD19880.1	07/05/2026	FLEETCARE PTY LTD	HIRE OF BRMC AND VEHICLE MAINTENANCE	10		2,053.12

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Accounts Payable Report

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
INV 867692	07/05/2026	FLEETCARE PTY LTD	HIRE OF BRMC AND VEHICLE MAINTENANCE	10	2,053.12	
DD19880.2	15/05/2026	TOYOTA FINANCE AUSTRALIA	HIRE OF DOCTOR VEHICLE	10		1,407.44
INV 1732156	15/05/2026	TOYOTA FINANCE AUSTRALIA	HIRE OF DOCTOR VEHICLE	10	1,407.44	
DD19881.1	13/05/2026	DEPARTMENT OF COMMERCE	LODGEMENT OF BOND - 3C COLLINS STREET, JERRAMUNGUP	10		820.00
INV T291	13/05/2026	DEPARTMENT OF COMMERCE	LODGEMENT OF BOND - 3C COLLINS STREET, JERRAMUNGUP	10	820.00	
DD19834.10	06/05/2026	REST SUPERANNUATION	Superannuation contributions	10		1,166.33
INV SUPER	06/05/2026	REST SUPERANNUATION	Superannuation contributions	10	1,166.33	
DD19834.11	06/05/2026	AUSTRALIAN RETIREMENT TRUST	Superannuation contributions	10		158.10
INV SUPER	06/05/2026	AUSTRALIAN RETIREMENT TRUST	Superannuation contributions	10	158.10	
DD19862.10	20/05/2026	AUSTRALIAN SUPER	Superannuation contributions	10		1,029.30
INV SUPER	20/05/2026	AUSTRALIAN SUPER	Superannuation contributions	10	1,029.30	
DD19862.11	20/05/2026	ANZ SMART CHOICE SUPER	Superannuation contributions	10		457.16
INV SUPER	20/05/2026	ANZ SMART CHOICE SUPER	Superannuation contributions	10	457.16	
DD19862.12	20/05/2026	REST SUPERANNUATION	Superannuation contributions	10		1,050.60
INV SUPER	20/05/2026	REST SUPERANNUATION	Superannuation contributions	10	1,050.60	

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**Shire of Jerramungup**  
**Accounts Payable Report**

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<b>Cheque /EFT No</b>	<b>Date</b>	<b>Name</b>	<b>Invoice Description</b>	<b>Bank Code</b>	<b>INV Amount</b>	<b>Amount</b>
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**REPORT TOTALS**

<b>Bank Code</b>	<b>Bank Name</b>	<b>TOTAL</b>
10	Commonwealth - Muni	540,004.52
<b>TOTAL</b>		<b>540,004.52</b>



Credit Card Payment 30/04/2026 - 31/05/2026

GLA/JOB No.	GL Description	Amount	Date	Comment	Amount
PC31/170/600	JP002 - 2025 DCEO TOYOTA PRADO	\$298.72	26/05/2026	Ampol Nanutarra - purchase of diesel fuel	\$150.00
			19/05/2026	Thalanyji food & fuel - purchase of diesel fuel	\$148.72
					\$298.72
PC31/173/634	JP002 - 2025 DCEO TOYOTA PRADO	\$459.00	12/05/2026	Albany Toyota - 20,000/30,000km service	\$459.00
					\$459.00
040104	Members Refreshments & Receptions Expense MUN	\$17.60	22/05/2026	Bremer Bay Store - refreshments for LG Professionals Meeting	\$17.60
					\$17.60
140505	TRAVEL & ACCOMMODATION - ADMIN MUN	\$292.00	19/05/2026	Property Australia - parking emp 184 for SAT hearing	\$42.00
			18/05/2026	Nesuto Mounts Bay - accommodation emp 184 for SAT hearing	\$250.00
					\$292.00
140212	WORKS SUPERVISION AND SUPPORT MUN	\$566.50	8/05/2026	Seek - job ad for Town Services Officer	\$566.50
					\$566.50
1288	CONFERENCE AND TRAINING EXPENSES- ENGINEERING MUN	\$160.00	7/05/2026	Ozruss Trading - catering for Skidsteer course	\$80.00
			7/05/2026	Ozruss Trading - catering for Skidsteer course	\$80.00
					\$160.00
A969	BIRD HIDE	\$177.61	7/05/2026	Standards Australia - AS 4997 (2005) Marine Structures	\$177.61
					\$177.61

Balance brought forward: -\$3,555.71

**Total** **\$1,793.82**

Balance Owing **-\$1,761.89**

**SIGN:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **PO:** \_\_\_\_\_



## Fuel Card Transactions April 2026

Plant No.	Description	Amount
PC32	Fuel Supplies	\$943.65
PSP	Fuel Supplies	\$41.85
PU23	Fuel Supplies	\$399.80
PC33	Fuel Supplies	\$1,482.74
PC34	Fuel Supplies	\$1,067.46
5110	Fuel Supplies	\$654.11
PBT10	Fuel Supplies	\$183.45
PC31	Fuel Supplies	\$1,849.28
PSE	Fuel Supplies	\$824.58
PU24	Fuel Supplies	\$877.60
PSE	Fuel Supplies	\$96.48

Total    **\$8,421.00**



**SHIRE OF JERRAMUNGUP**

**MONTHLY FINANCIAL REPORT**

**(Containing the required statement of financial activity and statement of financial position)**

**For the period ended 31 May 2026**

***LOCAL GOVERNMENT ACT 1995***

***LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996***

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Statement of Financial Activity	2
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Note 3 Explanation of Material Variances	6

**SHIRE OF JERRAMUNGUP**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 MAY 2026**

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Note	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b) \$	Variance* % ((c) - (b))/(b) %	Var.
<b>OPERATING ACTIVITIES</b>						
<b>Revenue from operating activities</b>						
	4,607,795	4,607,795	<b>4,626,482</b>	18,687	0.41%	
	242,305	242,305	<b>242,305</b>	0	0.00%	
13 & 14	1,754,120	1,467,704	<b>1,589,488</b>	121,784	8.30%	
	1,210,862	1,097,709	<b>1,237,697</b>	139,988	12.75%	▲
	238,780	218,867	<b>255,114</b>	36,247	16.56%	▲
	124,726	50,864	<b>154,755</b>	103,891	204.25%	▲
6	93,695	85,877	<b>67,719</b>	(18,158)	(21.14%)	▼
	<b>8,272,283</b>	<b>7,771,121</b>	<b>8,173,560</b>	402,439	5.18%	
<b>Expenditure from operating activities</b>						
	(3,135,552)	(2,873,684)	<b>(2,746,604)</b>	127,080	4.42%	
	(3,652,994)	(3,298,425)	<b>(3,159,116)</b>	139,309	4.22%	
	(198,370)	(181,599)	<b>(172,406)</b>	9,193	5.06%	
	(3,204,440)	(2,932,314)	<b>(2,928,131)</b>	4,183	0.14%	
	(63,389)	(9,405)	<b>(7,962)</b>	1,443	15.34%	
	(303,930)	(291,825)	<b>(304,930)</b>	(13,105)	(4.49%)	
	(508,788)	(173,231)	<b>(174,272)</b>	(1,041)	(0.60%)	
6	0	0	<b>(4,651)</b>	(4,651)	0.00%	
	<b>(11,067,463)</b>	<b>(9,760,483)</b>	<b>(9,498,072)</b>	262,411	2.69%	
	3,125,598	2,846,437	<b>2,865,063</b>	18,626	0.65%	
<b>Amount attributable to operating activities</b>	<b>330,418</b>	<b>857,075</b>	<b>1,540,551</b>	683,476	79.75%	
<b>INVESTING ACTIVITIES</b>						
<b>Inflows from investing activities</b>						
	1,605,824	1,355,824	<b>1,312,325</b>	(43,499)	(3.21%)	
6	352,863	280,863	<b>270,477</b>	(10,386)	(3.70%)	
	<b>1,958,687</b>	<b>1,636,687</b>	<b>1,582,802</b>	(53,885)	(3.29%)	
<b>Outflows from investing activities</b>						
	(1,239,672)	(1,239,872)	<b>(1,019,308)</b>	220,564	17.79%	▲
	(3,018,297)	(2,712,987)	<b>(2,032,260)</b>	680,727	25.09%	▲
	<b>(4,257,969)</b>	<b>(3,952,859)</b>	<b>(3,051,568)</b>	901,291	22.80%	
<b>Amount attributable to investing activities</b>	<b>(2,299,282)</b>	<b>(2,316,172)</b>	<b>(1,468,766)</b>	847,406	36.59%	
<b>FINANCING ACTIVITIES</b>						
<b>Inflows from financing activities</b>						
	991,043	0	<b>0</b>	0	0.00%	
	<b>991,043</b>	<b>0</b>	<b>0</b>	0	0.00%	
<b>Outflows from financing activities</b>						
	(34,148)	(31,206)	<b>(31,206)</b>	0	0.00%	
	(149,393)	(149,393)	<b>(149,393)</b>	0	0.00%	
	(819,758)	(809,758)	<b>(825,263)</b>	(15,505)	(1.91%)	
	<b>(1,003,299)</b>	<b>(990,357)</b>	<b>(1,005,862)</b>	(15,505)	(1.57%)	
<b>Amount attributable to financing activities</b>	<b>(12,256)</b>	<b>(990,357)</b>	<b>(1,005,862)</b>	(15,505)	(1.57%)	
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>						
	1,981,120	1,981,120	<b>1,981,120</b>	0	0.00%	
<b>Surplus or deficit at the start of the financial year</b>						
Amount attributable to operating activities	330,418	857,075	<b>1,540,551</b>	683,476	79.75%	▲
Amount attributable to investing activities	(2,299,282)	(2,316,172)	<b>(1,468,766)</b>	847,406	36.59%	▲
Amount attributable to financing activities	(12,256)	(990,357)	<b>(1,005,862)</b>	(15,505)	(1.57%)	
<b>Surplus or deficit after imposition of general rates</b>	<b>0</b>	<b>(468,336)</b>	<b>1,047,043</b>	1,515,379	323.57%	▲

**KEY INFORMATION**

- ▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
  - ▲ Indicates a variance with a positive impact on the financial position.
  - ▼ Indicates a variance with a negative impact on the financial position.
- Refer to Note 3 for an explanation of the reasons for the variance.

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

**SHIRE OF JERRAMUNGUP**  
**STATEMENT OF FINANCIAL POSITION**  
**FOR THE PERIOD ENDED 31 MAY 2026**

	Actual 30 June 2025	Actual as at 31 May 2026
	\$	\$
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	6,287,836	2,944,538
Trade and other receivables	659,397	180,342
Inventories	13,474	17,450
<b>TOTAL CURRENT ASSETS</b>	<b>6,960,707</b>	<b>6,842,330</b>
<b>NON-CURRENT ASSETS</b>		
Other financial assets	59,715	59,715
Property, plant and equipment	24,939,156	24,726,283
Infrastructure	178,561,866	178,721,460
Right-of-use assets	49,856	19,167
<b>TOTAL NON-CURRENT ASSETS</b>	<b>203,610,593</b>	<b>203,526,625</b>
<b>TOTAL ASSETS</b>	<b>210,571,300</b>	<b>210,368,955</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	577,610	321,754
Other liabilities	358,855	611,423
Lease liabilities	34,148	2,941
Borrowings	149,393	0
Employee related provisions	491,171	484,897
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,611,177</b>	<b>1,421,015</b>
<b>NON-CURRENT LIABILITIES</b>		
Lease liabilities	17,239	17,239
Borrowings	513,276	513,275
Employee related provisions	42,708	42,708
Other provisions	448,107	448,107
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>1,021,330</b>	<b>1,021,329</b>
<b>TOTAL LIABILITIES</b>	<b>2,632,507</b>	<b>2,442,344</b>
<b>NET ASSETS</b>	<b>207,938,793</b>	<b>207,926,611</b>
<b>EQUITY</b>		
Retained surplus	65,683,983	64,846,538
Reserve accounts	3,706,222	4,531,485
Revaluation surplus	138,548,588	138,548,588
<b>TOTAL EQUITY</b>	<b>207,938,793</b>	<b>207,926,611</b>

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

## 1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

### BASIS OF PREPARATION

This prescribed financial report has 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 Act, 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 where no inconsistencies exist.

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 Shire to measure any vested improvements at zero cost.

*Local Government (Financial Management) Regulations 1996*, regulation 34 prescribes contents of the financial report. Supplementary information does not form part of the financial report.

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.

### PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 15 June 2026

### THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire 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.

### MATERIAL ACCOUNTING POLICES

Material accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

### 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 believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values 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 following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
  - Property, plant and equipment
  - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Assets held for sale
- Investment property
- Estimated useful life of intangible assets
- Measurement of employee benefits
- Measurement of provisions
- Estimation uncertainties and judgements made in relation to lease

2 NET CURRENT ASSETS INFORMATION

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

**Current assets**

Cash and cash equivalents  
Trade and other receivables  
Other financial assets  
Inventories

Note	Adopted Budget Opening 1 July 2025	Actual as at 30 June 2025	Actual as at 31 May 2026
	\$	\$	\$
3	6,287,837	6,287,836	2,944,538
7	590,529	659,397	180,342
3	0	0	3,700,000
8	13,474	13,474	17,450
	6,891,840	6,960,707	6,842,330

**Less: current liabilities**

Trade and other payables  
Other liabilities  
Lease liabilities  
Borrowings  
Employee related provisions

9	(562,723)	(577,610)	(321,754)
12	(358,855)	(358,855)	(611,423)
11	(34,148)	(34,148)	(2,941)
10	(149,393)	(149,393)	0
12	(491,171)	(491,171)	(484,897)
	(1,596,290)	(1,611,177)	(1,421,015)
	5,295,550	5,349,530	5,421,315

Net current assets

Less: Total adjustments to net current assets

**Closing funding surplus / (deficit)**

2(b)	(3,394,790)	(3,368,410)	(4,374,273)
	<b>1,900,760</b>	<b>1,981,120</b>	<b>1,047,042</b>

(b) Current assets and liabilities excluded from budgeted deficiency

**Adjustments to net current assets**

Less: Reserve accounts  
Less: Current assets not expected to be received at end of year  
- Current financial assets at amortised cost - self supporting loans  
- Movement in employee benefit provisions  
Add: Current liabilities not expected to be cleared at the end of the year  
- movement in creditors  
- movement in contract liabilities  
- movement in employee benefit provisions  
- Current portion of lease liabilities  
- Current portion of borrowings  
- Current portion of employee benefit provisions held in reserve

4	(3,706,222)	(3,706,222)	(4,531,485)
	0	0	(15,076)
	(26,380)	0	0
	34,148	34,148	2,941
	149,393	149,393	0
	154,271	154,271	169,347
2(a)	<b>(3,394,790)</b>	<b>(3,368,410)</b>	<b>(4,374,273)</b>

**Total adjustments to net current assets**

Adopted Budget Estimates 30 June 2026	YTD Budget Estimates 31 May 2026	YTD Actual 31 May 2026
\$	\$	\$

(c) Non-cash amounts excluded from operating activities

**Adjustments to operating activities**

Less: Profit on asset disposals  
Add: Loss on asset disposals  
Add: Depreciation  
Non-cash movements in non-current assets and liabilities:  
- Employee provisions

(93,695)	(85,877)	(67,719)
0	0	4,651
3,204,440	2,932,314	2,928,131
14,853	0	0
<b>3,125,598</b>	<b>2,846,437</b>	<b>2,865,063</b>

**Total non-cash amounts excluded from operating activities**

**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 local governments' operational cycle.

**3 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 and 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
<b>Revenue from operating activities</b>			
<b>Fees and charges</b>	<b>139,988</b>	<b>12.75%</b>	▲
\$25k infringement fees, \$50k building permit application fees and \$7k waste collection fees are all higher than budget.		Permanent	
<b>Interest revenue</b>	<b>36,247</b>	<b>16.56%</b>	▲
Higher interest received on outstanding rates and on muni and reserve funds.		Permanent	
<b>Other revenue</b>	<b>103,891</b>	<b>204.25%</b>	▲
Insurance claims \$16k, workers compensation reimbursement \$6k and w/c premium adjustment of \$8k. Reimbursements of legal costs/valuations \$7k and parental leave \$20k. \$16k retention funds held to cover required works. Private works \$5k. These items not included in budget.		Permanent	
<b>Profit on asset disposals</b>	<b>(18,158)</b>	<b>(21.14%)</b>	▼
Water tanker and the Ford Ranger have not been sold.		Permanent	
<b>Outflows from investing activities</b>			
<b>Payments for property, plant and equipment</b>	<b>220,564</b>	<b>17.79%</b>	▲
Waiting for CESM vehicle. Two trailers were under \$5000 each and treated as operating expenditure rather than capital expenditure. Skid steer was \$10k under budget. Admin building eaves were not replaced and various building projects came under budget.		Permanent	
<b>Payments for construction of infrastructure</b>	<b>680,727</b>	<b>25.09%</b>	▲
Due to staff being redirected to the clean up of floodworks damage, not all road constructions jobs will be completed. The Bird Hide and Pelican Park are still in planning stages.		Permanent	
<b>Surplus or deficit after imposition of general rates</b>	<b>1,515,379</b>	<b>323.57%</b>	▲
		Timing	

**SHIRE OF JERRAMUNGUP**  
**SUPPLEMENTARY INFORMATION**  
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**BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION**

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.98 M	\$1.98 M	\$1.98 M	\$0.00 M
Closing	\$0.00 M	(\$0.47 M)	\$1.05 M	\$1.52 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$	% of total
Unrestricted Cash	\$2.11 M	31.8%
Restricted Cash	\$4.53 M	68.2%

Refer to 3 - Cash and Financial Assets

Payables	
	% Outstanding
Trade Payables	96.6%
0 to 30 Days	96.6%
Over 30 Days	3.4%
Over 90 Days	3.1%

Refer to 9 - Payables

Receivables		
	\$	%
Rates Receivable	\$0.10 M	98.0%
Trade Receivable	\$0.08 M	% Outstanding
Over 30 Days		9.5%
Over 90 Days		9.3%

Refer to 7 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.33 M	\$0.86 M	\$1.54 M	\$0.68 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$	% Variance
YTD Actual	\$4.63 M	0.4%
YTD Budget	\$4.61 M	

Grants and Contributions		
	\$	% Variance
YTD Actual	\$1.59 M	8.3%
YTD Budget	\$1.47 M	

Refer to 13 - Grants and Contributions

Fees and Charges		
	\$	% Variance
YTD Actual	\$1.24 M	
YTD Budget	\$1.10 M	12.8%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$2.30 M)	(\$2.32 M)	(\$1.47 M)	\$0.85 M

Refer to Statement of Financial Activity

Proceeds on sale		
	\$	%
YTD Actual	\$0.27 M	
Adopted Budget	\$0.35 M	(23.3%)

Refer to 6 - Disposal of Assets

Asset Acquisition		
	\$	% Spent
YTD Actual	\$2.03 M	(32.7%)
Adopted Budget	\$3.02 M	

Refer to 5 - Capital Acquisitions

Capital Grants		
	\$	% Received
YTD Actual	\$1.31 M	(18.3%)
Adopted Budget	\$1.61 M	

Refer to 5 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.01 M)	(\$0.99 M)	(\$1.01 M)	(\$0.02 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.15 M)
Interest expense	(\$0.01 M)
Principal due	\$0.51 M

Refer to 10 - Borrowings

Reserves	
Reserves balance	\$4.53 M
Net Movement	\$0.83 M

Refer to 4 - Cash Reserves

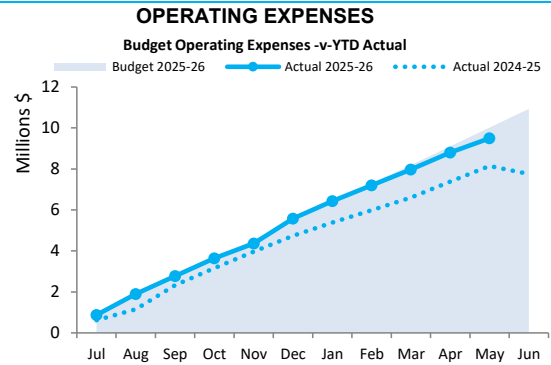
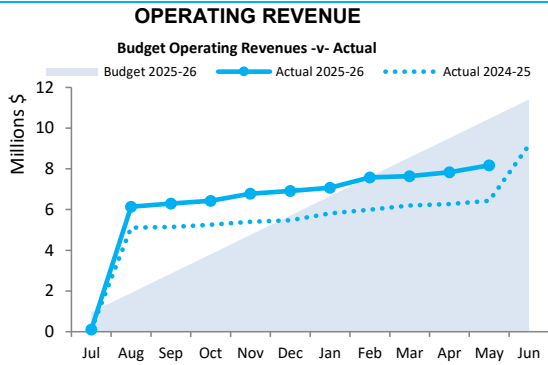
Lease Liability	
Principal repayments	(\$0.03 M)
Interest expense	(\$0.00 M)
Principal due	\$0.02 M

Refer to Note 11 - Lease Liabilities

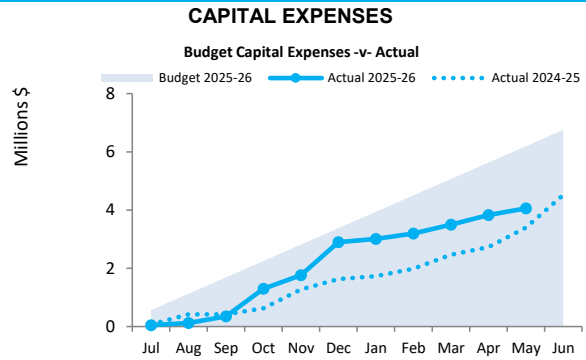
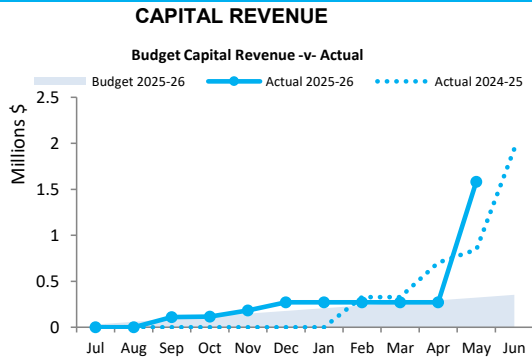
This information is to be read in conjunction with the accompanying Financial Statements and notes.

2 KEY INFORMATION - GRAPHICAL

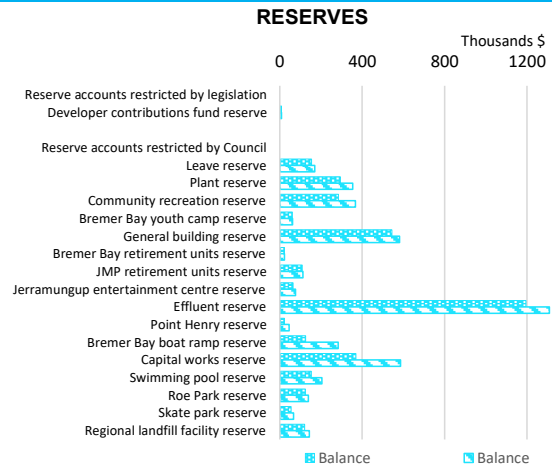
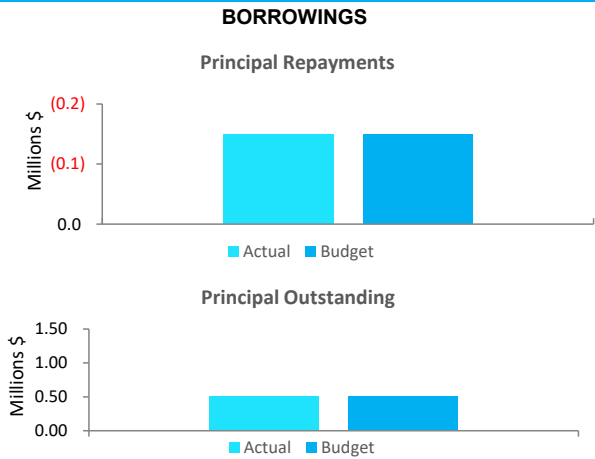
OPERATING ACTIVITIES



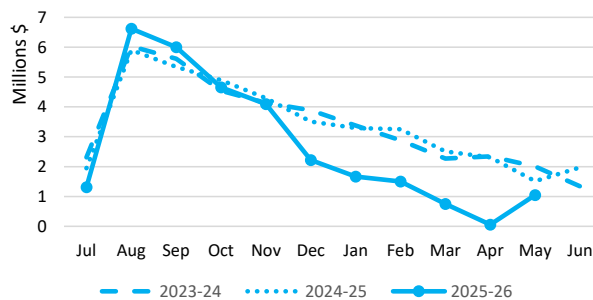
INVESTING ACTIVITIES



FINANCING ACTIVITIES



Closing funding surplus / (deficit)



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

3 CASH AND FINANCIAL ASSETS AT AMORTISED COST

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Municipal cash at bank	Cash and cash equivalents	377,228	0	377,228	0	Commonwealth	3.50%	N/A
Cash on hand	Cash and cash equivalents	200	0	200	0	N/A	N/A	N/A
Municipal cash - Saving a/c	Cash and cash equivalents	1,735,626	0	1,735,626	0	Commonwealth	3.75%	N/A
Reserve Bank account	Cash and cash equivalents	0	831,484	831,484	0	Commonwealth	3.75%	N/A
Reserve Term Deposit	Financial assets at amortisec	0	3,000,000	3,000,000	0	Commonwealth	4.05%	Apr-26
Reserve Term Deposit	Financial assets at amortisec	0	150,000	150,000	0	Commonwealth	4.53%	Jun-26
Reserve Term Deposit	Financial assets at amortisec	0	550,000	550,000	0	Commonwealth	4.14%	Jun-26
Trust account	Cash and cash equivalents	0	0	0	0	Commonwealth	3.75%	N/A
<b>Total</b>		<b>2,113,054</b>	<b>4,531,484</b>	<b>6,644,538</b>	<b>0</b>			
<b>Comprising</b>								
Cash and cash equivalents		2,113,054	831,484	2,944,538	0			
Financial assets at amortised cost - Term Deposits		0	3,700,000	3,700,000	0			
		<b>2,113,054</b>	<b>4,531,484</b>	<b>6,644,538</b>	<b>0</b>			

KEY INFORMATION

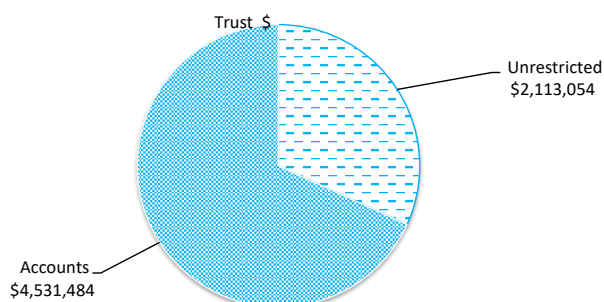
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

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

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

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 8 - Other assets.



4 RESERVE ACCOUNTS

Reserve account name	Budget				Actual			
	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance	Opening Balance	Transfers In (+)	Transfers Out (-)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Reserve accounts restricted by legislation</b>								
Developer contributions fund reserve	7,999	240	0	8,239	7,999	251	0	8,250
<b>Reserve accounts restricted by Council</b>								
Leave reserve	154,271	14,853	0	169,124	154,271	15,076	0	169,347
Plant reserve	293,738	59,937	(227,000)	126,675	293,738	60,372	0	354,110
Community recreation reserve	284,160	82,150	(135,643)	230,667	284,160	82,579	0	366,739
Bremer Bay youth camp reserve	60,304	1,809	0	62,113	60,304	1,895	0	62,199
General building reserve	544,065	36,772	(100,000)	480,837	544,065	37,551	0	581,616
Bremer Bay retirement units reserve	22,330	670	0	23,000	22,330	702	0	23,032
JMP retirement units reserve	108,659	3,260	0	111,919	108,659	3,414	0	112,073
Jerramungup entertainment centre reserve	64,486	12,160	0	76,646	64,486	12,255	0	76,741
Effluent reserve	1,194,855	112,027	(11,400)	1,295,482	1,194,855	113,750	0	1,308,605
Point Henry reserve	22,646	22,837	(30,000)	15,483	22,646	22,876	0	45,522
Bremer Bay boat ramp reserve	125,626	157,144	(162,000)	120,770	125,626	157,374	0	283,000
Capital works reserve	369,909	215,597	(300,000)	285,506	369,909	216,193	0	586,102
Swimming pool reserve	153,550	50,858	0	204,408	153,550	51,091	0	204,641
Roe Park reserve	124,807	13,969	0	138,776	124,807	14,150	0	138,957
Skate park reserve	54,653	11,865	(25,000)	41,518	54,653	11,946	0	66,599
Regional landfill facility reserve	120,164	23,610	0	143,774	120,164	23,788	0	143,952
	<b>3,706,222</b>	<b>819,758</b>	<b>(991,043)</b>	<b>3,534,937</b>	<b>3,706,222</b>	<b>825,263</b>	<b>0</b>	<b>4,531,485</b>

## 5 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Land and Buildings	171,552	171,552	118,732	52,820
Plant and equipment	1,068,120	1,068,320	900,576	167,744
<b>Acquisition of property, plant and equipment</b>	<b>1,239,672</b>	<b>1,239,872</b>	<b>1,019,308</b>	<b>220,564</b>
Infrastructure - Roads	2,593,958	2,258,648	1,846,424	412,224
Infrastructure - Other	424,339	454,339	185,836	280,491
<b>Acquisition of infrastructure</b>	<b>3,018,297</b>	<b>2,712,987</b>	<b>2,032,260</b>	<b>692,715</b>
<b>Total of PPE and Infrastructure.</b>	<b>4,257,969</b>	<b>3,952,859</b>	<b>3,051,568</b>	<b>(901,291)</b>
<b>Total capital acquisitions</b>	<b>4,257,969</b>	<b>3,952,859</b>	<b>3,051,568</b>	<b>913,279</b>
<b>Capital Acquisitions Funded By:</b>				
Capital grants and contributions	1,605,824	1,355,824	1,312,325	(43,499)
Other (disposals & C/Fwd)	352,863	280,863	270,477	(10,386)
Reserve accounts				
Plant reserve	227,000	0	0	0
Community recreation reserve	135,643	0	0	0
General building reserve	100,000	0	0	0
Effluent reserve	11,400	0	0	0
Point Henry reserve	30,000	30,000	0	(30,000)
Bremer Bay boat ramp reserve	162,000	0	0	0
Capital works reserve	300,000	0	0	0
Skate park reserve	25,000	0	0	0
Contribution - operations	1,308,239	2,286,172	1,468,766	(817,406)
<b>Capital funding total</b>	<b>4,257,969</b>	<b>3,952,859</b>	<b>3,051,568</b>	<b>(901,291)</b>

### KEY INFORMATION

#### 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 Shire 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 Shire'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 being their reportable value.

#### Reportable Value

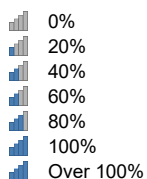
In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose 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.

5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED

Capital expenditure total

Level of completion indicators



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

	Account Description	Adopted		YTD Actual	Variance (Under)/Over
		Amended Budget	YTD Budget		
		\$	\$	\$	\$
<b>Land &amp; Buildings</b>					
A244	Collins Street Unit - painting and floor coverings	15,000	15,000	21,560	-6,560
A25	4 Derrick Street - blinds and screens	10,000	10,000	0	10,000
A720	4 Kokoda Street - screens	8,100	8,100	7,492	608
A729	2 Derrick Street - painting and carpets	25,000	25,000	8,633	16,367
A730	6 Derrick Street - painting and carpets	25,000	25,000	8,680	16,320
A385	Native Dog Toilet - resheeting works	6,130	6,130	6,129	1
A409	Blossoms Beach Toilet - replace roof sheeting and lining	6,600	6,600	6,595	5
A672	Short Beach Toilet - resheeting	6,040	6,040	6,234	-194
A70	Fisheries Beach Toilet	5,000	5,000	0	5,000
A46	Jerramungup Entertainment Centre - winches and sanding the courts	35,643	35,643	36,822	-1,179
A10B	Millers Point Campsite - Water tank	9,039	9,039	9,400	-361
A34	Shire Office - replace/repaint fascia boards and eaves. Lights	20,000	20,000	7,187	12,813
<b>Plant &amp; Equipment</b>					
A970	BRPC Trailer	5,300	5,500	0	5,500
A974	Flame Thrower	14,176	14,176	0	14,176
A978	CESM Vehicle	126,972	126,972	0	126,972
A966	Truck - Construction	266,445	266,445	266,295	150
A979	Skid Steere	130,000	130,000	119,808	10,192
A980	Excavator	180,000	180,000	175,186	4,815
A981	Lawnmower	16,792	16,792	17,272	-480
A982	Semi Water Cart	150,814	150,814	152,117	-1,303
A983	Tandem Axle Trailer	7,800	7,800	0	7,800
A976	CEO Vehicle	91,614	91,614	90,066	1,548
A977	DCEO Vehicle	78,207	78,207	79,833	-1,626
<b>Infrastructure Roads</b>					
C16	Cameron Road	175,796	175,796	27,296	148,500
C177	Mount Joy Road	106,000	106,000	6,373	99,627
C20	Cardininnup Road	180,146	180,146	0	180,146
C29	Corackerup Road	175,769	175,769	62,739	113,030
C38	Exchange Road	176,062	0	4,388	-4,388
RG14	Cuiss Road - Regional Road Group	481,613	464,200	512,306	-48,106
RG16	Meechi Road - Regional Road Group	603,245	581,451	600,549	-19,098
RR15	Monjebup Road - Roads To Recovery	65,850	65,850	4,969	60,881
RR27	Frantom Way - Roads to Recovery	136,024	130,616	137,628	-7,012
RR39	Cowalellup Road - Roads to Recovery	183,633	69,000	155,961	-86,961
RR43	Mary Street - Roads to Recovery	59,460	59,460	60,600	-1,140
RR44	Gnornbup Terrace - Roads to Recovery	156,600	156,600	174,674	-18,074
RR45	Roberts Street - Roads to Recovery	93,760	93,760	98,943	-5,183
<b>Infrastructure Other</b>					
A543	Bremer Bay Waste Transfer Station - sea container	5,950	5,950	0	5,950
A302	Fisheries Boardwalk	15,000	15,000	16,636	-1,636
A930	Jerramungup Pool - roller door	6,000	6,000	0	6,000
A711	Pelican Park upgrades	0	100,000	0	100,000
A854	Paperbarks park - bike service station	8,400	8,400	7,158	1,242
A855	Bremer Bay Skate Park	36,989	36,989	25,000	11,989
A60C	Bremer Bay Sports Club Carpark	107,000	107,000	102,570	4,430
A969	Bird Hide	150,000	150,000	3,393	146,607
A971	Footpath lighting along Borden-Bremer Bay road	25,000	25,000	19,091	5,909
A458A	BB Airfield Cross Runway	70,000	0	0	0
A640	John Cove Steps	0	0	11,988	-11,988
		<b>4,257,969</b>	<b>3,952,859</b>	<b>3,051,568</b>	<b>901,291</b>

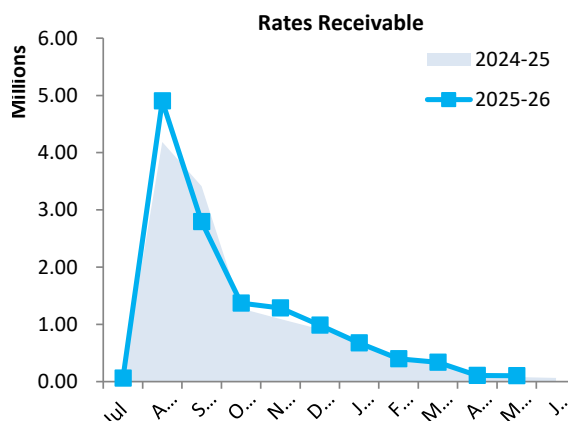
6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget		YTD Actual			
		Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$
	<b>Plant and equipment</b>						
A935	CEO Vehicle	2,215	0	62,243	59,091	0	(3,152)
A972	DCEO Vehicle	39	0	53,317	51,818	0	(1,499)
A941	2022 Ford Ranger	2,667	0	0	0	0	0
A782	Skid Steere Loader	16,921	0	10,885	27,000	16,115	0
A858	JCB Backhoe	36,320	0	2,363	40,750	38,387	0
A835	Water tanker	30,000	0	0	0	0	0
A860	Mower	301	0	3,464	5,454	1,990	0
A889	2017 UD Truck	5,232	0	75,137	86,364	11,227	0
		<b>93,695</b>	<b>0</b>	<b>207,409</b>	<b>270,477</b>	<b>67,719</b>	<b>(4,651)</b>

## 7 RECEIVABLES

### Rates, Pt Henry levy and Sewerage charges receivable

	30 June 2025	31 May 2026
	\$	\$
Opening arrears previous year	75,961	65,551
Levied this year	3,912,071	4,905,447
Less - collections to date	(3,922,481)	(4,870,096)
<b>Net rates collectable</b>	<b>65,551</b>	<b>100,902</b>
% Collected	98.4%	98.0%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(47)	14,162	18	18	1,443	15,594
Percentage	(0.3%)	90.8%	0.1%	0.1%	9.3%	
<b>Balance per trial balance</b>						
Trade receivables						15,594
Allowance for credit losses of trade receivables						(350)
Waste collection fees						6,837
ESL						5,344
Prepayments						7,461
Long service leave						11,357
GST						33,197
<b>Total receivables general outstanding</b>						<b>79,440</b>

Amounts shown above include GST (where applicable)

### KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

### 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 Shire measures them subsequently at amortised cost using the effective interest rate method.

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2025	Asset Increase	Asset Reduction	Closing Balance 31 May 2026
<b>Other current assets</b>				
Financial assets at amortised cost	\$ 0	\$ 4,100,000	\$ (400,000)	\$ 3,700,000
<b>Inventory</b>				
Fuel, oils and materials on hand	13,475	141,920	(137,945)	17,450
<b>Total other current assets</b>	<b>13,475</b>	<b>4,241,920</b>	<b>(537,945)</b>	<b>3,717,450</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

**Inventory**

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.

9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	171,675	522	0	5,446	177,643
Percentage	0.0%	96.6%	0.3%	0.0%	3.1%	
<b>Balance per trial balance</b>						
Sundry creditors						177,643
Payroll creditors						45,848
Dept of Transport						4,380
Bonds current liability						50,128
GST payable						8,298
FESA ESL liability						(93)
Excess rates						27,164
BCITF						3,442
Builders Registration Levy						4,944
<b>Total payables general outstanding</b>						<b>321,754</b>

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire 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 normally 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.

## 10 BORROWINGS

### Repayments - borrowings

Information on borrowings Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
<b>Housing</b>										
Staff housing/Seniors	264	260,265	0	0	(50,356)	(50,356)	209,909	209,909	(2,450)	(4,087)
<b>Transport</b>										
Grader	265	323,421	0	0	(60,160)	(60,160)	263,261	263,261	(8,290)	(10,770)
Bremer Bay Airstrip Upgrade project	266	0	0	0	0	0	0	0	0	0
Bremer Bay Townsite	263	78,983	0	0	(38,877)	(38,877)	40,106	40,106	(1,834)	(2,177)
		662,669	0	0	(149,393)	(149,393)	513,276	513,276	(12,574)	(17,034)
<b>Total</b>		<b>662,669</b>	<b>0</b>	<b>0</b>	<b>(149,393)</b>	<b>(149,393)</b>	<b>513,276</b>	<b>513,276</b>	<b>(12,574)</b>	<b>(17,034)</b>
Current borrowings		149,393					0			
Non-current borrowings		513,276					513,276			
		<b>662,669</b>					<b>513,276</b>			

All debenture repayments were financed by general purpose revenue.

### New borrowings 2025-26

Particulars	Amount Borrowed	Amount Borrowed	Institution	Loan Type	Term Years	Total Interest	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget				& Charges		Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
Bremer Bay airstrip upgrade project	0	900,000	WATC	Fixed	20	TBA	4.30	0	0	0

### KEY INFORMATION

The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

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.

11 LEASE LIABILITIES

Movement in carrying amounts

Information on leases Particulars	1 July 2025	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Photocopier - Kornica Bizz	7,267	0	0	(2,821)	(4,310)	4,445	2,957	(173)	(182)
Dr Prado	19,878	0	0	(13,461)	(14,715)	6,417	5,163	(613)	(639)
BRMC - Ute	24,242	0	0	(14,924)	(15,123)	9,318	9,119	(696)	(732)
<b>Total</b>	<b>51,387</b>	<b>0</b>	<b>0</b>	<b>(31,206)</b>	<b>(34,148)</b>	<b>20,180</b>	<b>17,239</b>	<b>(1,482)</b>	<b>(1,553)</b>
Current lease liabilities	34,148					2,941			
Non-current lease liabilities	17,239					17,239			
	<b>51,387</b>					<b>20,180</b>			

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire 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 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 Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining 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.

## 12 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2025	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 May 2026
		\$	\$	\$	\$	\$
<b>Other liabilities</b>						
Contract liabilities		32,630	0	270,798	(32,630)	270,798
Capital grant/contributions liabilities		326,225	0	1,382,019	(1,367,619)	340,625
<b>Total other liabilities</b>		358,855	0	1,652,817	(1,400,249)	611,423
<b>Employee Related Provisions</b>						
Provision for annual leave		249,438	0	0	0	249,438
Provision for long service leave		241,733	0	4,027	(10,301)	235,459
<b>Total Provisions</b>		491,171	0	4,027	(10,301)	484,897
<b>Total other current liabilities</b>		<b>850,026</b>	<b>0</b>	<b>1,656,844</b>	<b>(1,410,550)</b>	<b>1,096,320</b>

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13 and 14

### KEY INFORMATION

#### Provisions

Provisions are recognised when the Shire 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.

#### Employee Related Provisions

##### Short-term employee benefits

Provision is made for the Shire'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 Shire'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 calculation of net current assets.

##### Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits 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 Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire 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.

#### Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

#### Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue					
	Liability	Increase in	Decrease in	Liability	Current	Adopted	YTD	Annual	Budget	YTD Revenue	
	1 July 2025	Liability	Liability	31 May 2026	Liability	Budget Revenue	Budget	Budget	Variations	Expected	Actual
	\$	\$	(As revenue)	\$	\$	\$	\$	\$	\$	\$	\$
<b>Grants and subsidies</b>											
<b>General Purpose Funding</b>											
Grants Commission Grant - General	0	0	0	0	0	480,411	480,408	480,411	17,477	497,888	497,889
Grants Commission Grant - Roads	0	0	0	0	0	365,901	365,900	365,901	46,603	412,504	412,505
<b>Governance</b>											
Grant	0	0	0	0	0	10,000	10,000	10,000	0	10,000	10,000
<b>Law, Order &amp; Public Services</b>											
MAF	32,630	221,030	(32,630)	221,030	221,030	440,000	220,000	440,000	(145,000)	295,000	195,895
CESM funding - DFES	0	0	0	0	0	68,309	0	68,309	0	68,309	49,090
BRMC funding - DFES, Shire of Gnowangerup	0	49,769	0	49,769	49,769	58,000	0	58,000	0	58,000	37,382
LGGS operating grant	0	0	0	0	0	149,769	149,768	149,769	0	149,769	134,392
ESL admin fee	0	0	0	0	0	4,000	3,663	4,000	0	4,000	4,000
<b>Transport</b>											
MRWA Direct	0	0	0	0	0	230,661	230,661	230,661	0	230,661	230,661
	<b>32,630</b>	<b>270,799</b>	<b>(32,630)</b>	<b>270,799</b>	<b>270,799</b>	<b>1,807,051</b>	<b>1,460,400</b>	<b>1,807,051</b>	<b>(80,920)</b>	<b>1,726,131</b>	<b>1,571,815</b>
<b>Contributions</b>											
<b>Law, Order &amp; Public Services</b>											
Income relating to Fire Prevention	0	0	0	0	0	989	902	989	0	989	3,897
<b>Recreation &amp; Culture</b>											
Income relating to Recreation	0	0	0	0	0	2,000	1,826	2,000	0	2,000	0
Pool Contribution	0	0	0	0	0	20,000	0	20,000	0	20,000	12,520
<b>Other Property &amp; Services</b>											
Employer incentive	0	0	0	0	0	0	0	0	0	0	1,256
Contribution	0	0	0	0	0	5,000	4,576	5,000	0	5,000	0
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27,989</b>	<b>7,304</b>	<b>27,989</b>	<b>0</b>	<b>27,989</b>	<b>17,673</b>
<b>TOTALS</b>	<b>32,630</b>	<b>270,799</b>	<b>(32,630)</b>	<b>270,799</b>	<b>270,799</b>	<b>1,835,040</b>	<b>1,467,704</b>	<b>1,835,040</b>	<b>(80,920)</b>	<b>1,754,120</b>	<b>1,589,488</b>

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue					
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Adopted Budget	YTD	Annual	Budget	YTD Revenue	
	1 July 2025		(As revenue)	31 May 2026	31 May 2026	Revenue	Budget	Budget	Variations	Expected	Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Capital grants and subsidies</b>											
<b>Recreation &amp; Sport</b>											
Grant	0	0	0	0	0	75,000	75,000	75,000	0	75,000	0
FBG Contributions - Bird Hide	0	0	0	0	0	0	0	0	0	0	9,900
<b>Transport</b>											
MRWA Project	0	576,000	(576,000)	0	0	720,000	540,000	720,000	0	720,000	576,000
CWSP Funding	0	100,000	(100,000)	0	0	100,000	100,000	100,000	0	100,000	100,000
Roads to Recovery	0	706,019	(691,619)	14,400	14,400	640,824	640,824	640,824	0	640,824	626,425
RADS grant	0	0	0	0	0	729,682	0	729,682	(729,682)	0	0
RAU grant	326,225	0	0	326,225	326,225	815,564	0	815,564	(745,564)	70,000	0
	<b>326,225</b>	<b>1,382,019</b>	<b>(1,367,619)</b>	<b>340,625</b>	<b>340,625</b>	<b>3,081,070</b>	<b>1,355,824</b>	<b>3,081,070</b>	<b>(1,475,246)</b>	<b>1,605,824</b>	<b>1,312,325</b>

15 BUDGET AMENDMENTS

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

Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
			\$	\$	\$	\$
<b>Budget adoption</b>						0
Operating Grants and subsidies	OCM260306	Operating revenue			(80,920)	(80,920)
Fees and Charges	OCM260306	Operating expenses			(43,386)	(124,306)
Other Revenue	OCM260306	Operating revenue		69,226		(55,080)
Materials and Contracts	OCM260306	Operating expenses			(114,100)	(169,180)
Insurance	OCM260306	Operating expenses			(21,516)	(190,696)
Capital Grant	OCM260306	Capital revenue			(1,475,246)	(1,665,942)
Loan	OCM260306	Capital revenue			(900,000)	(2,565,942)
Other Infrastructure	OCM260306	Capital expenses		128,936		(2,437,006)
Other Infrastructure - Aerodromes	OCM260306	Capital expenses		2,375,246		(61,760)
Reserve transfer	OCM260306	Capital revenue			(18,600)	(80,360)
Opening Surplus	OCM260306	Opening surplus(deficit)		80,360		0
				<b>2,653,768</b>	<b>(2,653,768)</b>	<b>0</b>



## SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027

53

Account Code	Statutory/Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/ (Decrease)	Develop Rationale for price / Authority to Set Fee	
<b>SCHEDULE 3 - GENERAL PURPOSE</b>									
<b>RATES ADMINISTRATION FEES</b>									
10301110	C	Rates Account Enquiry (simple written)	\$40.00	Nil	\$40.00	\$40.00	\$0.00		
10301110	C	EAS - Rates, Orders and Requisitions (settlement agent)	\$140.00	Nil	\$140.00	\$140.00	\$0.00	Cost of the local government for providing the service or goods	
10301110	C	EAS - Rates & Requisitions Enquiry fee only	\$65.00	Nil	\$65.00	\$65.00	\$0.00		
10301110	C	Request for copies of old Rates notices - price per notice printed and posted	\$9.09	\$0.91	\$10.00	\$10.00	\$0.00		
10301110	C	Request for copies of old Rates notices - price per notice emailed	\$4.54	\$0.45	\$5.00	\$5.00	\$0.00		
10301110	C	Copy of Certificate of Title	\$36.36	\$3.63	\$40.00	\$40.00	\$0.00	Cost of obtaining certificate from Landgate	
10301110	C	Recovery of legal fees ( Rates)		Yes	at cost	at cost	N/A	Actual cost of legal fees	
<b>SCHEDULE 4 - GOVERNANCE</b>									
<b>PHOTOCOPYING FEES - SHIRE DOCUMENTS ONLY</b>									
<b>Personal printing can be done through the local CRC</b>									
11405120	C	Photocopying / Printing fees - per A4 page, single sided Black & White	\$0.55	\$0.05	\$0.70	\$0.70	\$0.00	Section 5.95 - Copies of information to be available does not exceed the cost of providing copies - Cost of the local government for providing the service or goods	
11405120	C	Photocopying / Printing fees - per A4 page, double sided Black & White	\$0.64	\$0.06	\$0.80	\$0.80	\$0.00		
11405120	C	Photocopying / Printing fees - per A4 page, single sided Colour	\$0.91	\$0.09	\$1.00	\$1.00	\$0.00		
11405120	C	Photocopying / Printing fees - per A4 page, double sided Colour	\$1.00	\$0.10	\$1.10	\$1.10	\$0.00		
11405120	C	Photocopying / Printing fees - per A3 page, single sided Black & White	\$1.00	\$0.10	\$1.10	\$1.10	\$0.00		
11405120	C	Photocopying / Printing fees - per A3 page, double sided Black & White	\$1.18	\$0.12	\$1.30	\$1.30	\$0.00		
11405120	C	Photocopying / Printing fees - per A3 page, single sided Colour	\$1.18	\$0.12	\$1.30	\$1.30	\$0.00		
11405120	C	Photocopying / Printing fees - per A3 page, double sided Colour	\$1.37	\$0.13	\$1.50	\$1.50	\$0.00		
11405120	C	Laminating - A4	\$2.27	\$0.23	\$2.50	\$2.50	\$0.00		
11405120	C	Laminating - A3	\$3.64	\$0.36	\$4.00	\$4.00	\$0.00		
11405120	C	Administration fee for Local Authority Series Custom Plates	\$50.00	\$5.00	\$55.00	\$52.00	\$3.00		
10401150	C	Deposit for Preparation of Commercial Lease or License Agreement	\$1,500.00	Nil	\$1,500.00	\$1,500.00	\$0.00		Cost of legal fees & staff time
10401150	C	Full cost for preparation of Commercial Lease or License Agreement		Yes	at cost	at cost	N/A		Actual cost of legal fees
10401150	C	Electoral Roll	\$50.00	Nil	\$50.00	\$50.00	\$0.00		Cost of the local government for providing the service or goods
10401150	C	Council Agendas & Minutes - Annual	\$200.00	Nil	\$200.00	\$200.00	\$0.00		
10401150	C	Council Agendas & Minutes	\$20.00	Nil	\$20.00	\$20.00	\$0.00		
10401150	C	Budgets / Annual Reports	\$15.00	Nil	\$15.00	\$15.00	\$0.00		
10401150	C	District Map Book	\$27.27	\$2.73	\$30.00	\$30.00	\$0.00		
14010040	C	Dishonoured Cheque fee	\$20.00	\$2.00	\$22.00	\$22.00	\$0.00		
10401150	C	Cheque Re-Issue	\$13.64	\$1.36	\$15.00	\$15.00	\$0.00		
<b>FREEDOM OF INFORMATION ACT 1992 CHARGES</b>									
<b>Statutory - Freedom of Information Regulations 1993 Sch 1</b>									
	S	No fee to access application relating to personal information and amendment of personal information	N/A	Nil	Free	Free	N/A	Cost of the local government for providing the service or goods	
11405120	S	Application fee for other application (non-personal)	\$30.00	Nil	\$30.00	\$30.00	\$0.00		
11405120	S	Archive Research of Council Records - per hour or part thereof	\$30.00	Nil	\$30.00	\$30.00	\$0.00		
11405120	S	Other fees and charges as stated in Freedom of Information Regulations 1993			As per regulations	As per regulations	N/A		

12.2.3 a) Proposed Fees and Charges 2026/2027

**SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027**

Account Code	Statutory/Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/(Decrease)	Develop Rationale for price / Authority to Set Fee
<b>SCHEDULE 5 - LAW, ORDER AND PUBLIC SAFETY</b>								
<b>ANIMAL CONTROL</b>								
<b>DOG REGISTRATION LICENSE FEES</b>								
<b>Statutory – Dog Act 1976 - Dog Regulations 2013</b>								
<b>All fees and infringements listed in current Government legislation apply</b>								
10502020	S	1 year – Unsterilised	\$50.00	Nil	<b>\$50.00</b>	\$50.00	\$0.00	
10502020	S	1 year – Sterilised	\$20.00	Nil	<b>\$20.00</b>	\$20.00	\$0.00	
10502020	S	1 year – Working Dog Unsterilised	\$12.50	Nil	<b>\$12.50</b>	\$12.50	\$0.00	
10502020	S	1 year – Working Dog Sterilised	\$5.00	Nil	<b>\$5.00</b>	\$5.00	\$0.00	
10502020	S	3 years – Unsterilised	\$120.00	Nil	<b>\$120.00</b>	\$120.00	\$0.00	
10502020	S	3 years – Sterilised	\$42.50	Nil	<b>\$42.50</b>	\$42.50	\$0.00	
10502020	S	3 year – Working Dog Unsterilised	\$30.00	Nil	<b>\$30.00</b>	\$30.00	\$0.00	
10502020	S	3 year – Working Dog Sterilised	\$10.65	Nil	<b>\$10.65</b>	\$10.65	\$0.00	As per Legislation
10502020	S	Lifetime – Unsterilised	\$250.00	Nil	<b>\$250.00</b>	\$250.00	\$0.00	
10502020	S	Lifetime – Sterilised	\$100.00	Nil	<b>\$100.00</b>	\$100.00	\$0.00	
10502020	S	Lifetime – Working Dog Unsterilised	\$62.50	Nil	<b>\$62.50</b>	\$62.50	\$0.00	
10502020	S	Lifetime – Working Dog Sterilised	\$25.00	Nil	<b>\$25.00</b>	\$25.00	\$0.00	
10502020	S	Pensioner Concession (A person issued with a Pensioner Health Benefit Card i.e. Aged, Invalid, Widowed or Carers Pension)	N/A	Nil	<b>½ of Registration Fee</b>	½ of Registration Fee	N/A	
<i>1. All Registrations expire on 31 October each year</i>								
10502020	C	Replacement Animal Registration Tag if Lost	\$4.54	\$0.45	<b>\$7.00</b>	\$5.00	\$2.00	Cost of the local government for providing the service or goods
<b>CAT REGISTRATION FEES</b>								
<b>Statutory - Cat Act 2011- Cat Regulations 2012</b>								
<b>All fees and infringements listed in current Government legislation apply</b>								
10502030.2	S	1 Year - Cat Sterilised	\$20.00	Nil	<b>\$20.00</b>	\$20.00	\$0.00	
10502030.2	S	3 year - Cat Sterilised	\$42.50	Nil	<b>\$42.50</b>	\$42.50	\$0.00	
10502030.2	S	Lifetime - Cat Sterilised	\$100.00	Nil	<b>\$100.00</b>	\$100.00	\$0.00	As per Legislation
10502030.2	S	Pensioner Concession (A person issued with a Pensioner Health Benefit Card i.e. Aged, Invalid, Widowed or Carers Pension)	N/A	Nil	<b>½ of Registration Fee</b>	½ of Registration Fee	N/A	
10502030.2	S	Registrations made after 31 May for registration until 31 October	\$10.00	Nil	<b>\$10.00</b>	\$10.00	\$0.00	
10502030.2	C	Replacement Animal Registration Tag if Lost	\$4.54	\$0.45	<b>\$7.00</b>	\$5.00	\$2.00	Cost of the local government for providing the service or goods
<b>ANIMAL IMPOUND FEES</b>								
<b>Statutory - Cat Act 2011- Cat Regulations 2012</b>								
<b>Statutory – Dog Act 1976 - Dog Regulations 2013</b>								
<b>All fees and infringements listed in current Government legislation apply</b>								
10502020	C	Seizure and Impounding of Animal	\$85.00	Nil	<b>\$85.00</b>	\$85.00	\$0.00	
10502020	C	Overnight Keeping of Animal (including food cost)	\$20.00	Nil	<b>\$20.00</b>	\$10.00	\$10.00	
10502020	C	Disposal/Destruction of Animal	\$100.00	Nil	<b>\$100.00</b>	\$100.00	\$0.00	Cost of the local government for providing the service or goods
10502020	C	Return of Animal in working hours	N/A	Nil	<b>Free</b>	\$0.00	\$0.00	
10502020	C	Return of Animal outside of working hours	\$50.00	Nil	<b>\$50.00</b>	\$50.00	\$0.00	
<b>VEHICLES</b>								
<b>Statutory - Parking and Parking Facilities Local Law</b>								
<b>All fees and infringements listed in current Government legislation apply</b>								
10503010	S	Parking infringement - parking in no parking area	\$45.00	\$0.00	<b>\$45.00</b>	\$45.00	\$0.00	As per Legislation
10503010	S	Request for information from Dept of Transport for unpaid fines	\$5.10	Nil	<b>\$5.10</b>	\$5.10	\$0.00	recovery of cost set by Dept of Transport
10503010	C	Collection of vehicle for impoundment		Yes	<b>At cost + 10%</b>	Refer to plant hire charges	N/A	Cost of the local government for providing the service or goods
10503010	C	Recovery of vehicle by third party		Yes	<b>At cost + 10%</b>	At cost + 10%	N/A	
<b>FINES ENFORCEMENT FEES</b>								
<b>Statutory - Fines, Penalties and infringement notices enforcement regulations 1994</b>								
<b>All fees listed in current Government legislation apply</b>								
10503010	S	Fee for issuing a Final Demand	\$27.60	Nil	<b>\$27.60</b>	\$27.60	\$0.00	
10503010	S	Fee for Enforcement certificate	\$23.50	Nil	<b>\$23.50</b>	\$23.50	\$0.00	Statutory Fee set by Fines Enforcement Registry
10503010	S	Fee for registering an infringement notice with Fines Enforcement Registry	\$88.50	Nil	<b>\$88.50</b>	\$88.50	\$0.00	

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## SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027

Account Code	Statutory/Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/(Decrease)	Develop Rationale for price / Authority to Set Fee
<b>55</b>								
<b>SCHEDULE 7 - HEALTH</b>								
<b>EVENTS AND STALLS</b>								
10704010	C	Event Holder Permit (Single event)	\$272.73	\$27.27	<b>\$300.00</b>	\$300.00	N/A	Cost of the local government for providing the service or goods
10704010	C	Event Holder Permit (charity or community service, single event)	N/A	Nil	<b>Free</b>	\$0.00	\$0.00	
10704010	C	Stall Holder Permit (charity or community service, single event)	N/A	Nil	<b>Free</b>	\$0.00	\$0.00	
10704010	C	Stall Holder Permit (single event)	\$10.00	Nil	<b>\$10.00</b>	\$10.00	\$0.00	
10704010	C	Stall Holder Permit (annual)	\$25.00	Nil	<b>\$25.00</b>	\$25.00	\$0.00	
<b>APPLICATION FOR APPROVAL TO CONSTRUCT OR ESTABLISH PREMISES</b>								
Includes assessments & administration								
10704010	C	Caravan Parks	\$115.00	Nil	<b>\$115.00</b>	\$115.00	\$0.00	Cost of the local government for providing the service or goods
10704010	C	Lodging House	\$115.00	Nil	<b>\$115.00</b>	\$115.00	\$0.00	
10704010	C	Hotels/Motels	\$175.00	Nil	<b>\$175.00</b>	\$175.00	\$0.00	
10704010	C	Holiday Accommodation - Bed & Breakfast etc	\$115.00	Nil	<b>\$115.00</b>	\$115.00	\$0.00	
10704010	C	Miscellaneous Health Premises (including Hairdressing, Beauty Therapy, Skin penetration, nail salon etc - incl. mobile operations.)	\$115.00	Nil	<b>\$115.00</b>	\$115.00	\$0.00	
<b>ANNUAL CARAVAN PARK REGISTRATION</b>								
10704010	S	(a) minimum fee	\$200.00	Nil	<b>\$200.00</b>	\$200.00	\$0.00	Cost for Environmental Health Officer services
10704010	S	(b) long stay (per site)	\$6.00	Nil	<b>\$6.00</b>	\$6.00	\$0.00	
10704010	S	(c) Short stay (per site)	\$6.00	Nil	<b>\$6.00</b>	\$6.00	\$0.00	
10704010	S	(d) Camp sites (per site)	\$3.00	Nil	<b>\$3.00</b>	\$3.00	\$0.00	
10704010	S	(e) Overflow site (per site)	\$1.50	Nil	<b>\$1.50</b>	\$1.50	\$0.00	
<b>ANNUAL REGISTRATION OTHER</b>								
10704010	C	Lodging House	\$165.00	Nil	<b>\$165.00</b>	\$165.00	\$0.00	Cost for Environmental Health Officer services
10704010	C	Itinerant Trader (including Food Van) - Annual licence to operate on approved public land	\$500.00	Nil	<b>\$500.00</b>	\$500.00	\$0.00	
10704010		Itinerant Trader (including Food Van) - Day licence to operate on approved public land	\$30.00	Nil	<b>\$30.00</b>	\$30.00	\$0.00	
10704010	C	Dog Kennels/Cattery	\$90.00	Nil	<b>\$90.00</b>	\$90.00	\$0.00	
<b>FOOD REGULATION</b>								
<b>ANNUAL RISK ASSESSMENT / INSPECTION FEES</b>								
<i>Fees pro rata (calculated on a monthly basis, for any period prior to 30 June each financial year)</i>								
<b>Statutory - Food Act 2008, Food Regulations 2009</b>								
<b>Note: All statutory health, building and planning fees listed here are based on current information and may be subject to change. Where the listed fee or charge is different to what is published by the State Government that legislation shall prevail.</b>								
10704010	C	Food Business - Application	\$50.00	Nil	<b>\$50.00</b>	\$50.00	\$0.00	Cost of the local government for providing the service or goods
10704010	C	Food Business - Annual Registration - High Risk Premises	\$330.00	Nil	<b>\$330.00</b>	\$330.00	\$0.00	Cost for Environmental Health Officer services
10704010	C	Food Business - Annual Registration - High Risk Premises with additional classifications	\$490.00	Nil	<b>\$490.00</b>	\$490.00	\$0.00	
10704010	C	Food Business - Annual Registration - Medium Risk Premises	\$250.00	Nil	<b>\$250.00</b>	\$250.00	\$0.00	
10704010	C	Food Business - Annual Registration - Medium Risk Premises with additional classifications	\$350.00	Nil	<b>\$350.00</b>	\$350.00	\$0.00	
10704010	C	Food Business - Annual Registration - Low Risk Premises	\$130.00	Nil	<b>\$130.00</b>	\$130.00	\$0.00	
10704010	C	Food Business - Annual Registration - Low Risk Premises with additional classifications	\$170.00	Nil	<b>\$170.00</b>	\$170.00	\$0.00	
10704010	C	Food Business - Annual Registration - School Canteen	\$150.00	Nil	<b>\$150.00</b>	\$150.00	\$0.00	
10704010	C	Very low risk premises	\$0.00	Nil	<b>\$0.00</b>	\$0.00	\$0.00	
10704010	C	Charitable or Not for Profit community service food business	\$0.00	Nil	<b>\$0.00</b>	\$0.00	\$0.00	
10704010	C	Ownership Transfer fee	\$50.00	Nil	<b>\$50.00</b>	\$50.00	\$0.00	
10704010	C	Re-inspection Fee	\$120.00	Nil	<b>\$120.00</b>	\$120.00	\$0.00	
10704010	S	<b>Health (Food Standards) (Administration) Regulations 1986</b>			<b>As per regulation</b>	As per regulation	NA	
10704010	S	<b>Health (Pet Meat) Regulation 1990</b>			<b>As per regulation</b>	As per regulation	NA	
10704010	S	<b>Offensive Trades (fees) Regulations 1976</b>			<b>As per regulation</b>	As per regulation	NA	
10704010	S	<b>Health (Public Buildings) Regulations 1992</b>			<b>As per regulation</b>	As per regulation	NA	
<b>FOOD CONTAMINATION</b>								
10704010	C	Spoilt Food Disposal Certificate	\$110.00	Nil	<b>\$110.00</b>	\$110.00	\$0.00	Cost for Environmental Health Officer services
10704010	C	Supervision of condemned food disposal - per hour	\$110.00	Nil	<b>\$110.00</b>	\$110.00	\$0.00	
<b>INSPECTION FEES</b>								
10704010	C	Re-inspection due to incomplete or unsatisfactory work	\$110.00	Nil	<b>\$110.00</b>	\$110.00	\$0.00	Cost for Environmental Health Officer services
10704010	C	Property inspection on request	\$110.00	Nil	<b>\$110.00</b>	\$110.00	\$0.00	
10704010	C	Inspection of plumbing works	\$110.00	Nil	<b>\$110.00</b>	\$110.00	\$0.00	
10704010	C	Other - Pet Shops, Workshops, Liquid Waste Industry, light ventilation or bore hole fees or suitability for animal drinking water supply inspections, settlement agents, inspection of pest control operators	\$110.00	Nil	<b>\$110.00</b>	\$110.00	\$0.00	

## SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027

Account Code	Statutory/Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/(Decrease)	Develop Rationale for price / Authority to Set Fee	
<b>56</b>									
<b>WATER SAMPLING</b>									
10704010	C	Water Sampling Request (including collection, freight, processing)	\$130.00	Nil	\$130.00	\$130.00	\$0.00	Cost of the local government for providing the service	
10704010	C	Bacteriological Sampling Results	\$60.00	Nil	\$60.00	\$55.00	\$5.00		
10704010	C	Routine Public Swimming Pool Water Sampling (per sample)	\$60.00	Nil	\$60.00	\$30.00	\$30.00		
10704010	C	Routine Commercial Potable water Sampling (per sample)	\$60.00	Nil	\$60.00	\$30.00	\$30.00		
<b>SEPTIC TANK INSTALLATION</b>									
10704010	S	Application for approval for an apparatus by Local Government	\$118.00	Nil	\$118.00	\$118.00	\$0.00	As per Legislation	
10704010	S	Issuing of a "Permit to Use an Apparatus"	\$118.00	Nil	\$118.00	\$118.00	\$0.00		
<b>Application for approval of an apparatus by Executive Director. Public Health Department under Requisition 4(A)</b>			\$0.00						
10704010	S	(a) with a local government report	\$38.50	Nil	\$38.50	\$38.50	\$0.00		
10704010	S	(b) without a Local Government report fee under regulation 4(A)	\$118.00	Nil	\$118.00	\$118.00	\$0.00		
10704010	S	(c) with a Local Government report fee	\$118.00	Nil	\$118.00	\$118.00	\$0.00		
<b>OTHER FEES</b>									
10704010	C	Training - Food premises (per hour)	\$109.09	\$10.91	\$120.00	\$120.00	\$0.00	Cost of the local government for providing the service or goods	
10704010	C	Copy of Food Sampling results	\$55.00	Nil	\$55.00	\$55.00	\$0.00		
10704010	C	Copy of Septic Tank Plans	\$55.00	Nil	\$55.00	\$55.00	\$0.00		
10704010	C	Hourly fee for information research and providing information for developers etc which is not considered part of an application	\$109.09	\$10.91	\$120.00	\$120.00	\$0.00		
10704010	C	Liquor Act Section 39 Certificate	\$140.00	Nil	\$140.00	\$140.00	\$0.00		
10704010	C	Liquor Permit - Gaming Act Section 55(1) Certification (single event or 1 year)	\$45.00	Nil	\$45.00	\$45.00	\$0.00		
10704010	C	Liquor Permit - Gaming Act Section 55(1) Certification (5 year)	\$140.00	Nil	\$140.00	\$140.00	\$0.00		
10704010	C	Occupancy Permit for Public Buildings (reassessment of building or replacement of lost certificate)	\$115.00	Nil	\$115.00	\$115.00	\$0.00		
<b>SCHEDULE 9 - HOUSING</b>									
<b>COUNCIL PROPERTY FEES</b>									
<b>Accommodation (per week)</b>									
10901320	C	Rent Unit A, 3 Collins Street	\$220.00	Nil	\$220.00	\$210.00	\$10.00	Cost of the local government for maintenance and overheads	
10901320	C	Rent Unit A, 3 Collins Street - Staff	\$145.00	Nil	\$145.00	\$140.00	\$5.00		
10901330	C	Rent Unit B, 3 Collins Street	\$220.00	Nil	\$220.00	\$210.00	\$10.00		
10901330	C	Rent Unit B, 3 Collins Street - Staff	\$145.00	Nil	\$145.00	\$140.00	\$5.00		
10901340	C	Rent Unit C, 3 Collins Street	\$220.00	Nil	\$220.00	\$210.00	\$10.00		
10901340	C	Rent Unit C, 3 Collins Street - Staff	\$145.00	Nil	\$145.00	\$140.00	\$5.00		
10901300	C	Rent 20 Coral Sea Road	\$350.00	Nil	\$350.00	\$250.00	\$100.00		
10901300	C	Rent 20 Coral Sea Road - Staff	\$165.00	Nil	\$165.00	\$160.00	\$5.00		
10901250	C	Rent 6 Memorial Road	\$350.00	Nil	\$350.00	\$250.00	\$100.00		
10901250	C	Rent 6 Memorial Road - Staff	\$165.00	Nil	\$165.00	\$160.00	\$5.00		
10901380	C	Rent 12A Collins Street	\$400.00	Nil	\$400.00	\$300.00	\$100.00		
10901380	C	Rent 12A Collins Street - Staff	\$180.00	Nil	\$180.00	\$170.00	\$10.00		
10901390	C	Rent 12B Collins Street	\$400.00	Nil	\$400.00	\$300.00	\$100.00		
10901390	C	Rent 12B Collins Street - Staff	\$180.00	Nil	\$180.00	\$170.00	\$10.00		
10902010	C	Rent 2 Derrick Street	\$610.00	Nil	\$610.00	\$590.00	\$20.00		
10902010	C	Rent 2 Derrick Street - Staff	\$280.00	Nil	\$280.00	\$270.00	\$10.00		
10901210	C	Rent 4 Derrick Street	\$610.00	Nil	\$610.00	\$590.00	\$20.00		
10901210	C	Rent 4 Derrick Street - Staff	\$280.00	Nil	\$280.00	\$270.00	\$10.00		
10902020	C	Rent 6 Derrick Street	\$610.00	Nil	\$610.00	\$590.00	\$20.00		
10902020	C	Rent 6 Derrick Street - Staff	\$280.00	Nil	\$280.00	\$270.00	\$10.00		
10901230	C	Rent 28 Derrick Street	\$580.00	Nil	\$580.00	\$570.00	\$10.00		
10901230	C	Rent 28 Derrick Street - Staff	\$280.00	Nil	\$280.00	\$270.00	\$10.00		
10901240	C	Rent 37 Derrick Street	\$580.00	Nil	\$580.00	\$500.00	\$80.00		
10901240	C	Rent 37 Derrick Street - Staff	\$220.00	Nil	\$220.00	\$210.00	\$10.00		
10902080	C	Rent 4 Kokoda Road	\$610.00	Nil	\$610.00	\$590.00	\$20.00		
10902080	C	Rent 4 Kokoda Road - Staff	\$300.00	Nil	\$300.00	\$290.00	\$10.00		
10901380	C	Rent 18 Lancaster Road	\$610.00	Nil	\$610.00	\$590.00	\$20.00		
10901380	C	Rent 18 Lancaster Road - Staff	\$300.00	Nil	\$300.00	\$290.00	\$10.00		
10901310	C	Rent 37 McGlade Close	\$610.00	Nil	\$610.00	\$590.00	\$20.00		
10901310	C	Rent 37 McGlade Close - Staff	\$300.00	Nil	\$300.00	\$290.00	\$10.00		
10901360	C	Rent 19 McGlade Close	\$610.00	Nil	\$610.00	\$590.00	\$20.00		
10901360	C	Rent 19 McGlade Close - Staff	\$300.00	Nil	\$300.00	\$290.00	\$10.00		

**SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027**

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Account Code	Statutory/Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/(Decrease)	Develop Rationale for price / Authority to Set Fee	
<b>SCHEDULE 10 - COMMUNITY AMENITIES</b>									
<b>TOWN PLANNING FEES</b>									
<b>Maximum set by Planning and Development Regulations 2009 (Part 7 - Local Government Planning Charges) Sch 2</b>									
<b>Note: All statutory health, building and planning fees listed here are based on current information and may be subject to change. Where the listed fee or charge is different to what is published by the State Government that legislation shall prevail.</b>									
<b>APPLICATION FOR DEVELOPMENT APPROVAL</b>									
11006040	S	Development Assessment Panel (DAP) application fees	Fees as set in Planning and Development (Development Assessment Panels) Regulations 2011						
11006040	S	<b>1. Fee is payable on estimated value of development</b>							
11006040	S	a) not more than \$50,000	\$147.00	Nil	<b>\$147.00</b>	\$147.00	\$0.00		
11006040	S	b) \$50001 - \$500000	NA	Nil	<b>0.32% of the estimated cost of development</b>	0.32% of the estimated cost of development	N/A		
11006040	S	c) \$500001 - \$2.5 million	NA	Nil	<b>\$1,700+ 0.257% for every \$1.00 in excess of \$500,000</b>	\$1,700+ 0.257% for every \$1.00 in excess of \$500,000	N/A		
11006040	S	d) \$2.5 million - \$5 million	NA	Nil	<b>\$7,161 + 0.206% for every \$1.00 in excess of \$2.5 million</b>	\$7,161 + 0.206% for every \$1.00 in excess of \$2.5 million	N/A		
11006040	S	e) \$5 million - \$21.5 million	NA	Nil	<b>\$12,633 + 0.123% for every \$1.00 in excess of \$5 million</b>	\$12,633 + 0.123% for every \$1.00 in excess of \$5 million	N/A		
11006040	S	f) more than \$21.5 million	\$34,196.00	Nil	<b>\$34,196.00</b>	\$34,196.00	\$0.00		
11006040	S	2. Determine a development application (other than for an extractive industry) where the development has commenced or been carried out	NA	Nil	<b>The fee in item 1 plus by the way of penalty, twice that fee.</b>	The fee in item 1 plus by the way of penalty, twice that fee.	N/A		
11006040	S	3. Determination of development application for an extractive industry where the development has not commenced or been carried out	\$739.00	Nil	<b>\$739.00</b>	\$739.00	\$0.00		
11006040	S	4. Determination of development application for an extractive industry where the development has commenced or been carried out	NA	Nil	<b>The fee in item 3 plus, by way of penalty, twice that fee</b>	The fee in item 3 plus, by way of penalty, twice that fee	N/A		
11006040	S	5. Provision of a subdivision clearance -							
11006040	S	a) not more than 5 lots	NA	Nil	<b>\$73 per lot</b>	Nil	N/A		
11006040	S	b) more than 5 lots but not more than 195 lots	NA	Nil	<b>\$73.00 per lot for the first 5 lots and then \$35.00 per lot</b>	\$73.00 per lot for the first 5 lots and then \$35.00 per lot	N/A	As per Legislation	
11006040	S	c) more than 195 lots	\$7,393.00	Nil	<b>\$7,393.00</b>	Nil	N/A		
11006040	S	6. Determine an initial application for approval of a home occupation where the home occupation has not commenced	\$222.00	Nil	<b>\$222.00</b>	\$222.00	\$0.00		
11006040	S	7. Determine an initial application for approval of a home occupation where the home occupation has commenced	NA	Nil	<b>The fee in item 6 plus, by way of penalty, twice that fee</b>	The fee in item 6 plus, by way of penalty, twice that fee	N/A		
11006040	S	8. Determining the application for the renewal of an approval of a home occupation where the application is made before the approval expires	\$73.00	Nil	<b>\$73.00</b>	\$73.00	\$0.00		
11006040	S	9. Determining the application for the renewal of an approval of a home occupation where the application is made after the approval expires	NA	Nil	<b>The fee in item 8 plus, by way of penalty, twice that fee</b>	The fee in item 8 plus, by way of penalty, twice that fee	N/A		
11006040	S	10. Determining an application for a change of use or for an alteration or extension or change of a non - conforming use to which item 1 does not apply, where the change or the alteration, extension or change has not commenced or been carried out	\$295.00	Nil	<b>\$295.00</b>	\$295.00	\$0.00		
11006040	S	11. Determining an application for a change of use or for an alteration or extension or change of a non-conforming use to which item 1 does not apply where the change or the alteration extension or change has commenced or been carried out	NA	Nil	<b>The fee in item 10 plus, by way of penalty, twice that fee</b>	The fee in item 10 plus, by way of penalty, twice that fee	N/A		
11006040	S	12 Providing a zoning certificate	\$73.00	Nil	<b>\$73.00</b>	\$73.00	\$0.00		
11006040	S	Home Occupation Renewal	\$73.00	Nil	<b>\$73.00</b>	\$73.00	\$0.00		
11006040	S	Application for change of use or continuation of non-conforming use where development is not occurring	\$295.00	Nil	<b>\$295.00</b>	\$295.00	\$0.00		
11006040	S	Determining an application to amend or cancel development approval (including extension of time permit is valid)	NA	nil	<b>50% of the original fee - maximum \$295</b>	50% of the original fee - maximum \$295	n/a		
11006010	C	Minor Amendment to Development Approval	\$50.00	Nil	<b>\$50.00</b>	Nil	n/a		
11006040	C	Holiday Home Application - Initial application fees	\$295.00	Nil	<b>\$295.00</b>	\$295.00	\$0.00		
11006040	C	Holiday Home Application - renewal application fee for a period up to 3 years on approval from Delegated authority	\$295.00	Nil	<b>\$295.00</b>	\$295.00	\$0.00		

## SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027

Account Code	Statutory/Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/(Decrease)	Develop Rationale for price / Authority to Set Fee
11006010	C	Application for Directional Signage	\$363.64	\$36.36	<b>\$428.00</b>	\$428.00	\$0.00	Cost of the local government for providing the service or goods
11006010	C	Annual Renewal of Directional Signs	\$36.37	\$3.64	<b>\$43.00</b>	\$43.00	\$0.00	
11006040	C	Application for temporary accommodation for greater than 5 days to a maximum of 30 days.	\$125.00	Nil	<b>\$125.00</b>	\$125.00	\$0.00	
11006040	C	Application for temporary accommodation for greater than 30 days to a maximum of 24 consecutive months.	\$600.00	Nil	<b>\$600.00</b>	\$600.00	\$0.00	
11006040	C	Application for renewal of temporary accommodation approval	\$300.00	Nil	<b>\$300.00</b>	\$300.00	\$0.00	
<b>ACTIVITY WITHOUT APPROVAL</b> Where an application for development approval is lodged after the development has commenced or been carried out, an additional amount, by way of penalty, that is twice the amount of For example the maximum fee for development of not more than \$50,000 is \$147. If the development has commenced or been carried out at the time of application, a fee by way of								
<b>ADVERTISING - as required</b>								
11006010	S	In local papers	NA	Yes	<b>at cost</b>	at cost	\$0.00	As per Legislation
11006010	S	Statewide papers	NA	Yes	<b>at cost</b>	at cost	\$0.00	
<b>OTHER TOWN PLANNING FEES AND CHARGES</b>								
11006040	S	13. Reply to a property settlement questionnaire	\$73.00	Nil	<b>\$73.00</b>	\$73.00	\$0.00	As per Legislation
11006010	S	14. Providing written planning advice	\$73.00	Nil	<b>\$73.00</b>	\$88.00	-\$15.00	
11006010	C	Copy of Scheme	\$27.27	\$2.73	<b>\$32.00</b>	\$32.00	\$0.00	
11006010	C	Assessment of park homes and annexes at caravan parks	\$100.00	\$10.00	<b>\$110.00</b>	\$110.00	\$0.00	Bond refunded once works completed and inspected as satisfactory
11006040	C	Section 40 (Liquor Licensing) Applications	\$88.00	Nil	<b>\$88.00</b>	\$88.00	\$0.00	
11006010	C	Extractive Industries - Bond for Reinstatements	\$5,000.00	Nil	<b>\$5,000.00</b>	\$2,000.00	\$3,000.00	
14080020	C	Transportable Dwelling - Bond	\$10,000.00	Nil	<b>\$10,000.00</b>	\$10,000.00	\$0.00	
<b>SCHEME AMENDMENTS</b>								
11006010	S	Manager of Development - per hour	\$80.00	\$8.00	<b>\$88.00</b>	\$88.00	\$0.00	Cost of the local government for providing the service or goods
11006010	S	Building Surveyor, Environmental Health Officer or other officer with qualifications relevant to the request.	\$36.36	\$3.64	<b>\$40.00</b>	\$40.00	\$0.00	
11006010	S	Administration officer	\$30.00	\$3.00	<b>\$33.00</b>	\$33.00	\$0.00	
<b>STRUCTURE PLAN</b>								
11006010	C	Fees are charges for work undertaken at an hourly rate of \$83.00. Note: The upfront payment of \$3000.00 may not cover the entire fee required	N/A	Yes	<b>\$3,000 upfront, \$83.00 per hour</b>	\$3,000 upfront, \$83.00 per hour	\$0.00	Cost of the local government for providing the service or goods
<b>CEMETERY FEES</b>								
11007150	C	Grant of Right of Burial (including Administration Fee)	\$915.20	Nil	<b>\$915.20</b>	\$915.20	\$0.00	Cost of the local government for providing the service or goods
11007150	C	Renewal of Grant of Right of Burial	\$70.40	Nil	<b>\$70.40</b>	\$70.40	\$0.00	
11007010	C	Registration of "Transfer of Form of Grant of Right of Burial" or issue copy	\$32.00	\$3.20	<b>\$35.20</b>	\$35.20	\$0.00	
11007010	C	Administration Fee	\$50.00	\$5.00	<b>\$55.00</b>	\$55.00	\$0.00	
11007010	C	Plot Reservation Fee	\$50.00	\$5.00	<b>\$55.00</b>	\$55.00	\$0.00	
11007010	C	Burial of Ashes	\$291.00	\$29.10	<b>\$320.10</b>	\$320.10	\$0.00	
11007010	C	Land 2.5m x 1.25m where directed by trustees (ex administration)	\$523.00	\$52.30	<b>\$575.30</b>	\$575.30	\$0.00	
<b>SINKING FEES</b>								
11007010	C	Ordinary Grave	\$841.00	\$84.10	<b>\$925.10</b>	\$925.10	\$0.00	Cost of the local government for providing the service or goods
11007010	C	Grave for child under 7 years	\$632.00	\$63.20	<b>\$695.20</b>	\$695.20	\$0.00	
11007010	C	Grave for any stillborn child	\$341.00	\$34.10	<b>\$375.10</b>	\$375.10	\$0.00	
11007010	C	Interment of ashes by Council Staff	\$150.00	\$15.00	<b>\$165.00</b>	\$165.00	\$0.00	
11007010	C	Deeper than 1.8m	N/A	Nil	<b>at cost (minimum \$900)</b>	at cost (minimum \$900)	\$0.00	
<b>RE-OPENING</b>								
11007010	C	Person 7 years and over * (for second interment)	\$841.00	\$84.10	<b>\$925.10</b>	\$925.10	\$0.00	Cost of the local government for providing the service or goods
11007010	C	Child under 7 years * (for second interment)	\$632.00	\$63.20	<b>\$695.20</b>	\$695.20	\$0.00	
11007010	C	Any stillborn child	\$341.00	\$34.10	<b>\$375.10</b>	\$375.10	\$0.00	
<b>NICHE WALL</b>								
11007010	C	Single Niche (Excludes Plaque, Inscription and administration)	\$268.00	\$26.80	<b>\$294.80</b>	\$294.80	\$0.00	Cost of the local government for providing the service or goods
11007010	C	Double Niche (Excludes Plaque, Inscription and administration)	\$318.00	\$31.80	<b>\$349.80</b>	\$349.80	\$0.00	
11007010	C	Reservation of Niche (plus administration)	\$50.00	\$5.00	<b>\$55.00</b>	\$55.00	\$0.00	
11007010	C	Plaques	N/A	Yes	<b>at cost</b>	at cost	\$0.00	
11007010	C	Deposit for Plaques (if not paid in full)	\$120.00	Nil	<b>\$120.00</b>	\$120.00	\$0.00	
11007010	C	Placement of ashes	\$59.00	\$5.90	<b>\$64.90</b>	\$64.90	\$0.00	
<b>EXTRA CHARGES FOR</b>								
11007010	C	Interment without due notice	\$250.00	\$25.00	<b>\$275.00</b>	\$275.00	\$0.00	Cost of the local government for providing the service or goods
11007010	C	Interment outside of usual work hours	\$277.00	\$27.70	<b>\$304.70</b>	\$304.70	\$0.00	
11007010	C	Permission to erect a headstone or kerbing	\$70.00	\$7.00	<b>\$77.00</b>	\$77.00	\$0.00	
11007010	C	Permission to erect memorial plaque or plinth	\$70.00	\$7.00	<b>\$77.00</b>	\$77.00	\$0.00	
11007010	C	Permission to erect monument	\$70.00	\$7.00	<b>\$77.00</b>	\$77.00	\$0.00	
11007010	C	Permission to erect nameplate	\$27.00	\$2.70	<b>\$29.70</b>	\$29.70	\$0.00	
11007010	C	Undertakers Single License for one Interment	\$77.00	\$7.70	<b>\$84.70</b>	\$84.70	\$0.00	

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## SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027

Account Code	Statutory/Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/(Decrease)	Develop Rationale for price / Authority to Set Fee
<b>59</b>								
<b>REFUSE/RUBBISH DISPOSAL/ENVIRONMENT</b>								
11001070/1 1001080	C	Rubbish Service Fees (240L residential per service per annum). Fee to be charged for all habitable properties	\$500.00	Nil	<b>\$500.00</b>	\$476.00	\$24.00	
11001070/1 1001080	C	Rubbish Service Fees (240L residential recycling per service per annum). Fee to be charged for all habitable properties	\$267.00	Nil	<b>\$267.00</b>	\$254.00	\$13.00	Cost from Cleanaway and the local government for providing the service or goods
11002010	C	Commercial Sundry Debtor Extra Waste - Per 240L Bin pickup	\$10.00	Nil	<b>\$10.00</b>	\$9.50	\$0.50	
11002010	C	Commercial Sundry Debtor Extra Recycling - Per 240L Bin pickup	\$7.00	Nil	<b>\$7.00</b>	\$6.50	\$0.50	
<b>WASTE TRANSFER FACILITY SITE FEES</b>								
<i>The manned transfer stations will be open for set hours. Please see local notices, offices and signage for details. Asbestos is accepted at the Shire of Ravensthorpe Regional Landfill Facility.</i>								
11001070/1 1001080	C	240L Rubbish Bin	\$8.64	\$0.86	<b>\$9.50</b>	\$9.00	\$0.50	
11001070/1 1001080	C	General Waste - per cubic metre	\$40.00	\$4.00	<b>\$44.00</b>	\$42.00	\$2.00	
11001070	C	Car body (Bremer Bay Waste Facility only)	\$83.64	\$8.36	<b>\$92.00</b>	\$87.00	\$5.00	Cost of waste transfer and disposal
11001070	C	Truck body/Large equipment (Bremer Bay Waste Facility only)	\$113.64	\$11.36	<b>\$125.00</b>	\$120.00	\$5.00	
11001070/1 1001080	C	Household furniture small - e.g. Chairs, BBQ, coffee table etc.	\$23.64	\$2.36	<b>\$26.00</b>	\$25.00	\$1.00	
11001070/1 1001080	C	Household furniture Large - e.g. Dining table, couch, bed frame	\$38.18	\$3.82	<b>\$42.00</b>	\$40.00	\$2.00	
11001070/1 1001080	C	Small E-Waste Items	\$9.54	\$0.95	<b>\$10.50</b>	\$10.00	\$0.50	
11001070/1 1001081	C	Medium E-Waste Items	\$28.64	\$2.86	<b>\$31.50</b>	\$30.00	\$1.50	
11001070/1 1001082	C	Large E-Waste Items	\$47.73	\$4.77	<b>\$52.50</b>	\$50.00	\$2.50	
11001070/1 1001080	C	Mattress	\$61.82	\$6.18	<b>\$68.00</b>	\$65.00	\$3.00	Soft landing prices + Admin fee
11001070/1 1001080	C	Oil Disposal - per litre (to be disposed in the Oil Recycling Facility at Jerramungup)	\$1.45	\$0.15	<b>\$1.60</b>	\$1.50	\$0.10	Cost for Shire to dispose of Waste Oil to Recycler e.g. Wren Oil
11001070/1 1001080	C	Car & Motorcycle Tyre	\$8.64	\$0.86	<b>\$9.50</b>	\$9.00	\$0.50	
11001070/1 1001080	C	Light Truck Tyre	\$13.18	\$1.32	<b>\$14.50</b>	\$14.00	\$0.50	
11001070/1 1001081	C	Truck Tyre	\$30.45	\$3.05	<b>\$33.50</b>	\$32.00	\$1.50	WA Tyre Recovery Prices + Admin fee
11001070/1 1001081	C	Super Single Truck Tyre	\$33.64	\$3.36	<b>\$37.00</b>	\$35.00	\$2.00	
11001070/1 1001081	C	Tractor Tyre - up to 1m	\$55.45	\$5.55	<b>\$61.00</b>	\$58.00	\$3.00	
11001070/1 1001080	C	All other tyres as per WA Tyre Recovery Pricing +10% Admin fee	POA	POA	<b>POA</b>	POA	N/A	
11001070/1 1001080	C	Construction and demolition waste (per cubic metre) - maximum 3m2 Bulk commercial waste needs to be taken to the tip at Ravensthorpe or Albany.	\$50.00	\$5.00	<b>\$58.00</b>	n/a	n/a	Cost of waste transfer and disposal
11001070/1 1001080	C	Clean uncontaminated Construction and Demolition Waste (C&D) that is suitable for cover material. (e.g. Green waste and clean plant material)	Free	Free	<b>Free</b>	\$0.00	\$0.00	
11001070/1 1001080	C	Scrap Metal - Uncontaminated	Free	Free	<b>Free</b>	n/a	N/A	No charge to support recycling in the community
11001070/1 1001080	C	Recyclable materials - separated - paper, cardboard, milk and juice cartons, glass bottles and jars (unbroken), steel and aluminium cans, plastic bottles and containers	Free	Free	<b>Free</b>	\$0.00	\$0.00	
11001070/1 1001080	C	Additional Charge for Opening Transfer station outside of advertised hours (per hour - minimum 3 hours)	\$72.73	\$7.27	<b>\$80.00</b>	\$80.00	\$0.00	Cost of staff to open and supervise the facility

## SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027

Account Code	Statutory/ Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/ (Decrease)	Develop Rationale for price / Authority to Set Fee	
<b>SCHEDULE 11 - RECREATION AND CULTURE</b>									
<b>SHIRE BUILDING HIRE FEES</b>									
<i>Half Day Hire is up to 4 hrs of use of the hall, if the hall is needed for longer a Full Day Hire will be required. The booked time includes set-up and pack-up for your event, as well as cleaning if you are doing this yourself.</i>									
<i>Commercial - Examples include corporate bookings, classes / courses run by commercial operators such as Pilates, Dance, Martial arts, Academic training, and hobby courses for which tuition fees are paid or commercial sale &amp; promotion activities such as Auctions.</i>									
<i>Social - Examples include: private parties, social events, fundraising receptions cabaret, luncheons, cultural meetings, strata and other gatherings.</i>									
<i>Not for Profit (Certificate of Incorporation required) - Examples include: Schools, Sporting groups, Organisational meetings, rehearsals, registered fundraisers, Club functions and registered charity groups.</i>									
<b>ROOT PICKERS HALL HIRE</b>									
14080020	C	Refundable Bond	\$250.00	Nil	\$250.00	\$250.00	\$0.00		
11101010.2	C	Social - Full Day	\$90.91	\$9.09	\$100.00	\$109.09	\$0.00		
11101010.2	C	Social - Half Day	\$50.00	\$5.00	\$55.00	\$55.00	\$0.00		
11101010.2	C	Social - Hourly Charge	\$18.18	\$1.82	\$20.00	\$20.00	\$0.00		
11101010.2	C	Full Day Hire - Kitchen Only	\$45.45	\$4.55	\$50.00	\$50.00	\$0.00		
11101010.2	C	Half Day Hire - Kitchen Only	\$27.27	\$2.73	\$30.00	\$30.00	\$0.00		
11101010.2	C	Commercial - Full Day	\$272.73	\$27.27	\$300.00	\$300.00	\$0.00		
11101010.2	C	Commercial - Half Day	\$136.36	\$13.64	\$150.00	\$150.00	\$0.00		
11101010.2	C	Local Not for Profit - Full Day	\$31.82	\$3.18	\$35.00	\$35.00	\$0.00		
11101010.2	C	Local Not for Profit - Half Day	\$18.18	\$1.82	\$20.00	\$20.00	\$0.00		
11101010.2	C	Local Not for Profit - per hour	\$4.55	\$0.45	\$5.00	n/a	n/a		
11101010	C	Cleaning Fee - if not fully cleaning yourself after the event	N/A	Yes	Cost of cleaner - min \$75	Cost of cleaner - min \$75	N/A	Cost of cleaners wages	
<b>EQUIPMENT HIRE</b>									
11101010.2	C	Chair - per day	\$0.91	\$0.09	\$1.00	\$1.00	\$0.00		
11101010.2	C	Trestle Table - per day	\$5.45	\$0.55	\$6.00	\$6.00	\$0.00		
11101010.2	C	BBQ - per day	\$9.18	\$0.92	\$10.00	\$10.00	\$0.00	Cost of the local government for providing the service or goods	
14080020	C	Bond	\$100.00	Nil	\$100.00	\$100.00	\$0.00		
11101010.2	C	Portable PA System - Local Not for Profit organisation	\$0.00	Nil	\$0.00	\$0.00	\$0.00		
11101010.2	C	Portable PA System - Social & Commercial Hire	\$50.00	\$5.00	\$55.00	\$55.00	\$0.00		
14080020	C	Portable PA System - Bond	\$200.00	Nil	\$200.00	\$200.00	\$0.00	Bond refunded once item returned in same condition as hired	
<b>BREMER BAY TOWN HALL</b>									
Facility is managed and fees set by Bremer Bay Community Resource Centre									
<b>JERRAMUNGUP ENTERTAINMENT CENTRE</b>									
11103010	C	Meeting Rooms - Commercial	\$86.36	\$8.64	\$95.00	\$95.00	\$0.00		
11103010	C	Meeting Rooms - Social	\$54.55	\$5.46	\$60.00	\$60.00	\$0.00		
11103010	C	Meeting Rooms - Local Not for Profit	\$13.64	\$1.36	\$15.00	\$15.00	\$0.00		
11103010	C	Main Hall - Full Day until 5pm - Local Not for Profit & Social	\$145.45	\$14.55	\$160.00	\$160.00	\$0.00		
11103010	C	Main Hall - Night from 5pm - Local Not for Profit & Social	\$236.36	\$23.64	\$260.00	\$260.00	\$0.00		
11103010	C	Main Hall - Day OR Night - Commercial Non-Resident	\$290.91	\$29.09	\$320.00	\$320.00	\$0.00	Cost of the local government for providing the service or goods	
11103010	C	Main Hall - Casual Court Hire per hour	\$18.18	\$1.82	\$20.00	\$20.00	\$0.00		
14080020	C	Main Hall - Refundable Bond	\$120.00	Nil	\$120.00	\$120.00	\$0.00		
11103010	C	Affiliation/Annual Full Access Fee - Jerramungup District Basketball Association	\$2,688.23	\$268.82	\$2,957.05	\$2,870.92	\$86.13		
11103010	C	Affiliation/Annual Full Access Fee - Jerramungup Netball Club	\$2,003.74	\$200.37	\$2,204.12	\$2,139.92	\$64.20		
11103010	C	Affiliation/Annual Full Access Fee - Jerramungup District High School	\$750.74	\$75.07	\$825.81	\$801.76	\$24.05		
<b>DAMAGE</b>									
damage to buildings and equipment hired will incur a 20% loading on top of repair cost to cover administration									
					yes	At Cost + 20%	At Cost + 20%	\$0.00	Cost of the local government for providing the service or goods
<b>SWIMMING POOL FEES</b>									
11102010	C	Full Season family pass (2 adults and 2 children, 1 adult and 3 children)	\$163.64	\$16.36	\$180.00	\$180.00	\$0.00		
11102010	C	Full season single adult pass	\$100.00	\$10.00	\$110.00	\$110.00	\$0.00		
11102010	C	Full Season child pass (only to be purchased with an adult or family pass)	\$45.45	\$4.55	\$50.00	\$50.00	\$0.00		
11102010	C	Full Season Seniors pass (WA senior cardholders)	\$54.55	\$5.45	\$60.00	\$60.00	\$0.00		
11102010	C	Monthly Seniors pass (WA senior cardholders)	\$9.09	\$0.91	\$10.00	\$10.00	\$0.00		
11102010	C	Monthly single adult pass	\$27.27	\$2.73	\$30.00	\$30.00	\$0.00	Cost of the local government for providing the service or goods	
11102010	C	Monthly family pass (2 adults and 2 children, 1 adult and 3 children)	\$40.91	\$4.09	\$45.00	\$40.00	\$5.00		
11102010	C	Monthly child pass (only to be purchased with an adult or family pass)	\$9.09	\$0.91	\$10.00	n/a	n/a		
11102010	C	Vacswim only	\$27.27	\$2.73	\$30.00	\$30.00	\$0.00		
11102010	C	Casual Entry under Keyholder supervision (per person)	\$3.64	\$0.36	\$4.00	\$4.00	\$0.00		
14080020	C	Key bond	\$40.00	Nil	\$40.00	\$40.00	\$0.00	Cost of key replacement if not returned	
14080020	C	Pool Party Bond	\$50.00	Nil	\$50.00	n/a	n/a	Cost for cleaning if required	

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## SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027

Account Code	Statutory/ Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/ (Decrease)	Develop Rationale for price / Authority to Set Fee
<b>61</b>								
<b>SCHEDULE 13 - ECONOMIC SERVICES</b>								
<b>MILLERS POINT</b>								
11302010.2	C	Camping Fees - Per person (aged 16+ years) per night	\$9.09	\$0.91	\$10.00	\$10.00	\$0.00	Cost of the local government for providing the service or goods
11302010.2	C	Annual Camping Fee (6 months) for Licensed Professional Fisherman	\$590.91	\$59.09	\$650.00	\$650.00	\$0.00	
11302010.2	C	Monthly Camping Fee for Licensed Professional Fisherman	\$100.00	\$10.00	\$110.00	\$110.00	\$0.00	
11302010.2	C	Annual Fee for existing shack owners	\$590.91	\$59.09	\$650.00	\$650.00	\$0.00	
<b>STANDPIPE WATER</b>								
11307010	C	1 kL (per 1,000 Litres) - Commercial	\$12.50	Nil	\$12.50	\$12.00	\$0.50	Recovery of Water Corporation costs
11307010	C	1 kL (per 1,000 Litres) - Private	\$11.00	Nil	\$11.00	\$10.50	\$0.50	
11307010	C	1 kL (per 1,000 Litres) during water restrictions/deficiency	\$7.50	Nil	\$7.50	\$7.00	\$0.50	
11307010	C	Minimum Charge	\$50.00	Nil	\$50.00	\$50.00	\$0.00	
<b>BUILDING FEES</b>								
<b>Statutory - Building Services (Complaint Resolution and Administration) Act 2011 &amp; Regulations 2011</b>								
<b>Note: All statutory health, building and planning fees listed here are based on current information and may be subject to change. Where the listed fee or charge is different to what is published by the State Government that legislation shall prevail.</b>								
<b>APPLICATION FOR BUILDING / DEMOLITION</b>								
11303010	S	Certified Domestic Application - Class 1 or 10 building or incidental construction (Minimum Fee \$121.00)	NA	Nil	0.19% of estimated value as determined by the LGA	0.19% of estimated value as determined by the LGA	N/A	As per Legislation
11303010	S	Certified Commercial/Industrial Application - Class 2 to 9 building or incidental construction (Minimum Fee \$121.00)	NA	Nil	0.09% of estimated value as determined by the LGA	0.09% of estimated value as determined by the LGA	N/A	
11303010	S	Uncertified Domestic Application - Class 1 or 10 building or incidental construction (Minimum Fee \$121.00)	NA	Nil	0.32% of estimated value as determined by the LGA	0.32% of estimated value as determined by the LGA	N/A	
11303010	S	Demolition License (per storey)	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Application to extend time during which building or demolition permit has effect.	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Application for a Certificate of Design Compliance issued by Shire Building Surveyor (Minimum Fee \$96.00)	NA	Nil	0.2% of the value of the building works	0.2% of the value of the building works	N/A	
11303010	S	Request to provide a certificate of design compliance issued by Shire Building surveyor - Class 1 to 10 buildings outside the Shire of Jerramungup boundaries (Minimum Fee \$190.00)	NA	Nil	or 0.13% of the value of building works	or 0.13% of the value of building works	N/A	
11303010	S	Request to provide a certificate of design compliance issued by Shire Building surveyor - Class 2 to 9 buildings outside the Shire of Jerramungup boundaries (Minimum Fee \$190.00)	NA	Nil	or 0.09% of the value of building works	or 0.09% of the value of building works	N/A	
11303010	C	Application for Caravan Park Home &/or Annexe (Minimum fee \$121.00)	NA	Nil	0.32% of estimated value as determined by the LGA	0.32% of estimated value as determined by the LGA	N/A	
<b>APPLICATION FOR OCCUPANCY PERMITS / BUILDING APPROVAL CERTIFICATES</b>								
11303010	S	Application for a Building Approval Certificate for unauthorised work - Class 1 to 10 (Minimum fee \$121.00)	NA	Nil	0.38% of estimated current value of the unauthorised structure as determined by the LGA	0.38% of estimated current value of the unauthorised structure as determined by the LGA	N/A	As per Legislation
11303010	S	Application for an Occupancy Permit for a building in respect of which unauthorised work has been done (Minimum fee \$121.00)	NA	Nil	0.18% of estimated value of the unauthorised structure as determined by the LGA	0.18% of estimated value of the unauthorised structure as determined by the LGA	N/A	
11303010	S	Application for Occupancy Permit for a completed building	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Application for Temporary Occupancy Permit for incomplete building	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Modification of an Occupancy Permit for additional use of a building on temporary basis (s. 48)	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Replacement Occupancy Permit for permanent change of the building's use, classification (s.49)	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Replacement Occupancy Permit for an existing building (s.52(1))	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Building Approval Certificate for an existing building where unauthorised work has not been done	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Extension of time during which an Occupancy Permit or Building Approval Certificate has effect	\$121.00	Nil	\$121.00	\$110.00	\$11.00	
11303010	S	Inspection of pool enclosures (Regulation 53)	\$58.45	Nil	\$58.45	\$58.45	\$0.00	

**SHIRE OF JERRAMUNGUP FEES AND CHARGES 2026/2027**

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Account Code	Statutory/Council	Particulars	2026/27 (ex GST)	GST	2026/27 Total (Inc. GST as applicable)	2025/26 Total (Inc. GST as applicable)	Increase/(Decrease)	Develop Rationale for price / Authority to Set Fee
<b>SECOND HAND DWELLINGS</b>								
11303010	S	Inspection	NA	Nil	As per legislation	As per legislation	N/A	As per Legislation
<b>STATUTORY BUILDING LEVIES</b>								
11303010	S	Construction Training Fund. Levy - % of value when building work is valued over \$100,000.00	NA	Nil	0.2% of estimated value as determined by LGA	As per legislation	N/A	As per Legislation
<b>BUILDING SERVICES LEVY</b>								
Levy is payable on estimated value of development								
11303010	S	Building permit, Demolition permit, Occupancy permit & Building Approval Certificate - up to \$45,000.00	\$61.65	Nil	\$61.65	\$61.65	N/A	As per Legislation
11303010	S	Building permit, Demolition permit, Occupancy permit & Building Approval Certificate - over \$45,000.00	NA	Nil	0.137% of estimated value as determined by LGA	0.137% of estimated value as determined by LGA	N/A	
11303010	S	Occupancy Permit or Building Approval Certificate for Unauthorised Work - up to \$45,000	\$123.30	Nil	\$123.30	\$123.30	\$0.00	
11303010	S	Occupancy Permit or Building Approval Certificate for Unauthorised Work - Over \$45,000	NA	Nil	0.274% of estimated value of the unauthorised structure as determined by the LGA	0.274% of estimated value of the unauthorised structure as determined by the LGA	N/A	
<b>CROSSOVERS</b>								
	C	Maximum contribution for one standard crossover per assessment to a Council maintained road, paid at completion of crossover to Council Specifications. See the Shire's Crossover Guidelines and Specifications document for further information.	\$500.00	Nil	\$500.00	\$500.00	\$0.00	Provide affordable accessibility to all properties within the Shire
<b>OTHER FEES</b>								
11303010	C	Inspection of Unauthorised Structures	\$500.00	Nil	\$500.00	\$500.00	\$0.00	Cost of the local government for providing the service or goods
11006010	C	Search & provide electronic copy of Planning/Building approval and plans (permits issued from Jan 2013)	\$30.00	\$3.00	\$33.00	\$25.00	\$8.00	
11006010	C	Search & provide electronic copy of a Planning/Building approval and plans (permits issued before 2013)	\$80.00	\$8.00	\$88.00	N/A	N/A	
11006010	C	Rural Street number - supply and erection of sign (Rural Road Number)	\$72.73	\$7.27	\$80.00	\$66.00	\$14.00	
14080020	C	Second Hand Transportable Building Bond	\$10,000.00	Nil	\$10,000.00	\$10,000.00	\$0.00	Bond refunded once works completed and is inspected as satisfactory.
<b>SCHEDULE 14 - OTHER PROPERTY AND SERVICES</b>								
<b>ENGINEERING SERVICES</b>								
<b>PRIVATE WORKS, SAND, MULCH AND GRAVEL</b>								
there is a 15% administration fee for private rate payers, and a 30% fee for Business and contractors								
11401000	C	Private Works (materials, plant and labour) availability to be discussed with the Manager of Works		Yes	Cost + 15/30%	Cost + 15/30%	\$0.00	Wet plant hire, cost of fuel, materials and Shire operator
11401000	C	Daily Hire for Emergency Services Trailer, Signs and Equipment	\$100.00	\$10.00	\$110.00	\$110.00	\$0.00	Cost of the local government for providing the service or goods
<b>LEGAL SERVICES</b>								
11405060	C	Recovery of legal fees (Debtors)		Yes	at cost	at cost	N/A	Actual cost of legal fees
11405060	C	Recovery of legal fees (Leases)		Yes	at cost	at cost	N/A	Actual cost of legal fees

# Lease – Reserve 26384, 7 Mary Street - Bremer Bay Community Resource and Visitor's Centre

Shire of Jerramungup

Bremer Bay Community Resource and Visitor's  
Centre Inc



**McLEODS**

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# Details

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## Parties

### **Shire of Jerramungup**

of 8 Vasey Street, Jerramungup, Western Australia 6337

(Lessor)

### **Bremer Bay Community Resource and Visitor's Centre Inc**

of 7 Mary Street, Bremer Bay, Western Australia 6338

(Lessee)

## Background

- A The Lessor is the management body of the Land under the Management Order.
- B Under the Management Order the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the consent of the Minister for Lands first being obtained.
- C The Lessee has requested that the Lessor grant it a lease of that portion of the Land comprising the Premises, and the Lessor has agreed subject to the terms and conditions of this agreement.

# Agreed terms

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## 1. Definitions

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

**Amounts Payable** means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

**Appurtenances** means all drains, toilets, wash basins, bathrooms, water, gas and electrical fittings and other services contained in or about the Premises;

**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);

**Building** means the building located on the Land, commonly referred to as the Bremer Bay Community Resource Centre;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

**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;

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

**Contamination** has the same meaning as the word “contaminated” in the *Contaminated Sites Act*;

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

**CPI Review** means the rent review process described in **clause 6.3**;

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

**Fixed Percentage Increase** means the rent review process specified in **clause 6.5**;

**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 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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

**Lease** means this deed as supplemented, amended or varied from time to time;

**Lease year** means:

- (a) the Commencement Date to the day before the first anniversary of the Commencement Date; or
- (b) an anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

**Lessee's Agents** includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the 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;

**Lessor's Fixtures and Fittings** means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term;

**Management Order** means a 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 "Community Centre" with the power to lease for a term not exceeding 21 years;

**Market Review** means the rent review process specified in **clause 6.4**;

**Month** or **month** means a calendar month;

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

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

**Permitted Purpose** is described in **Item 7** of the Schedule;

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

**Relevant Proportion** means the proportion that the floor area of the Premises bears to the total lettable area of the Building at the commencement of the Lease year;

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

**Rent Free Period** means the duration identified in **Item 9** of the Schedule during which the Lessee is not responsible for paying Rent;

**Rent Review Date** means a date identified in **Item 6** of the Schedule;

**Reservations** means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, heat, oil, electricity and other power telephone lines and air-conditioning through such

pipes, ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

**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 include 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, local or 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 and emails;

- (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. Grant of lease

#### 3.1 Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

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

#### 3.2 Minister for Lands' Consent

The grant of this Lease is made expressly subject to and is conditional on the consent of the Minister for Lands pursuant to section 18 of the *Land Administration Act 1997*, a copy of which consent shall be annexed as **Annexure 2** to this Lease.

### 4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is management body of the Land, 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.

### 5. Rent and other payments

#### 5.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 6** clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

## 5.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay punctually to the Lessor, or to such person as the Lessor may from time to time direct, all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
  - (a) 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 or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee; and
  - (b) 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 **subclause (1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

## 5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee must pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 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.

## 5.4 Costs

- (1) The Lessee agrees to pay to the Lessor on demand:
  - (a) 50% of the costs for the preparation and drafting of this Lease;
  - (b) 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;
  - (c) all registration fees in connection with this Lease; and
  - (d) all costs associated with the preparation of a surveyed plan of the Premises for the purposes of the Lease.
- (2) The Lessee agrees 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 5.4** or any matter arising out of this Lease.

## 5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

## 6. Rent Review

### 6.1 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.

### 6.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

### 6.3 CPI Review

- (1) 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.
- (2) 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.
- (3) 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 6.4(d)**.

### 6.4 Market Review

A rent review based on a market review will establish the current market rent for the Premises by agreement between the Parties and failing agreement will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessor's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice to the Lessor, 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* (WA), 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).

- (e) 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.
- (f) In this clause, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (i) any improvements made or effected to the Premises by the Lessee; and
  - (ii) any rent free periods, discounts or other rental concessions.

## 6.5 Fixed Percentage Increase

A rent review based on a fixed percentage increase will increase the rent payable in the preceding year by the amount or percentage figure stipulated for the relevant Rent Review Date in **Item 6** of the Schedule.

## 6.6 Rent will not decrease following Review

Notwithstanding the provisions in this clause, the Rent following any Rent review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

## 6.7 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.

# 7. Insurance

## 7.1 Insurance to be effected

- (1) The Lessee must effect and keep current with a recognised and reputable insurer and noting the interest of the Lessor for its respective rights and interests:
  - (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; and
  - (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 against plate glass damage for not less than its full replacement value in respect of any one claim or such greater amount; and
  - (d) 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.
- (2) The Lessee must promptly expend all money recovered in respect of any insurance under paragraph (1) in the satisfaction of the payment of damages or the reinstatement or replacement of the items of which that money is received to the extent that that money is sufficient for that purpose.

## 7.2 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 resulting in a claim under the Lessor's building insurance and arising from an act or omission of the Lessee.

## 7.3 Details and receipts

In respect of the insurances required by **clause 7.1** 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.

## 7.4 Lessee required to pay 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 7.1** and **clause 7.2**.

## 7.5 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 7.1** and **clause 7.2** 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).

## 7.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

## 7.7 Settlement of claim

The Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1**.

## 8. Indemnity

### 8.1 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.

### 8.2 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 brought, maintained or made against the Lessor or the Minister for Lands, 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) any negligent act or omission of the Lessee or the Lessee's Agents.

### 8.3 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 8.2** 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.

## 8.4 No indemnity for Lessor's negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

## 8.5 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; or
    - (ii) loss of or damage to the Premises or personal property of the Lessee,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.
- (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.

## 9. Limit of Lessor's liability

### 9.1 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.

### 9.2 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 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.

## 10. Maintenance, repair and cleaning

### 10.1 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.
- (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; or
- (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.

## 10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

## 10.3 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.

## 10.4 Lessee's Responsibility

- (1) The Lessee's maintenance, cleaning and repair obligations in respect of the Premises pursuant to **clauses 10.1, 10.2 and 10.3** includes but is not limited to the maintenance, cleaning and repair of:
  - (a) any electrical fittings and fixtures, including light fittings and fixtures;
  - (b) any glass and windows;
  - (e) any gas fittings and fixtures;
  - (h) any ceiling tiles;
  - (i) any signage;
  - (j) any security systems;and
  - (l) any roller doors, shutters, blinds and curtains.
- (2) For the purposes of **clauses 10.1, 10.2 and 10.3**, the term "Premises" includes the glass perimeter walls, the interior of all windows, doors, all other glass and other fixtures excluding the exterior façade and exterior of all windows.

## 10.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

## 10.6 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.

## 10.7 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 (other than the cost of one inspection/treatment for termites and one inspection/treatment per year for general pest control which shall be borne by the Lessor).

## 10.8 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.

## 10.9 Acknowledgement of state of repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

## 10.10 Safety & 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 installed by the Lessee 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 10.10(1)** above, the Lessee acknowledges that it will be required to, amongst other things comply with the requirements of the *Work Health and Safety Act 2020*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices installed by the Lessee to be safe and appropriately inspected, tested and maintained by a competent person.

# 11. Use

## 11.1 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 the Premises 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 law, act, statute 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 without consent**

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 (which consent will not be unreasonably withheld provided that such sign, notice or advertisement complies with all relevant regulatory and planning approvals).

(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) **Consumption of alcohol**

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) **Sale of alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(10) **Removal of rubbish**

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(11) **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.

### **11.2 No electrical overloading**

The Lessee must not without the consent of the Lessor install or use any electrical equipment on the Premises that overloads or has the capacity to overload the cables switchboards or sub-boards through which electricity is conveyed to or through the Premises.

### **11.3 Airconditioning plant**

The Lessee must comply with and observe the reasonable requirements of the Lessor in respect of the air-conditioning plant and not do nor permit to be done anything which interferes with or impairs their safe and efficient operation of the air-conditioning plant.

### **11.4 Keeping Premises and property secure**

The Lessee must:

- (a) use the Lessee's best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery; and
- (b) keep all doors windows and other openings closed and securely fastened when the Premises are not open for business.

### **11.5 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.

### **11.6 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.

### **11.7 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.

### **11.8 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 11**.

## 12. Alterations

### 12.1 Restriction

The Lessee must not without prior written consent from the Lessor, from any other person from whom consent is required under this Lease, or as required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee's obligations in **clause 10**, 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.

### 12.2 Consent

- (1) 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 12.1** the Lessor may grant its consent subject to conditions and:
  - (a) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
  - (b) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant.
- (2) If the Lessor consents to any matter referred to in **clause 12.1**:
  - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
  - (b) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

### 12.3 Cost of Works

All works undertaken under this **clause 12** will be carried out at the Lessee's expense.

### 12.4 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,
- in accordance with the Lessor's requirements.

## 13. Lessor's right of entry

### 13.1 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, at all reasonable times, with or without workmen and others and 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 13.1(d)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

### 13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 13.113.1(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.

## 14. Statutory obligations and notices

### 14.1 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 11**;
- (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.

### 14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and

- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 14.1**.

## 15. 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.

## 16. Default

### 16.1 Events of Default

A default occurs if:

- (a) any Rent remains unpaid for 7 days after a Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for 14 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee repudiates the Lease;
- (d) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (e) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (f) an application is made to a court for the Lessee to be wound up;
- (g) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (h) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (i) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- (j) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (k) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (l) a mortgagee takes possession of the property of the Lessee under this Lease;

- (m) any execution or similar process is made against the Premises on the Lessee's property;
- (n) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (o) 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.

## 16.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 16.1(a) and 16.1(b)**.

## 16.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 16.1** 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 19**,

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.

## 16.4 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.

## 16.5 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.

## 16.6 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **23** (Assignment, Subletting and

Charging) and 27 (Goods and Services Tax), is an essential term of this Lease but this **clause 16.6** does not mean or imply that there are no other essential terms in this Lease.

## 16.7 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;
- (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 16.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) 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.

## 17. Damage or destruction of Premises

### 17.1 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.

### 17.2 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.

## 18. Option to renew

If the Lessee at least two months, but not earlier than 12 months, prior to the date for commencement of a 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 may 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 18** 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, at the absolute discretion of the Lessor.

## 19. 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 increased by 3.5 % 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) The Lessee shall not be entitled to hold over for more than 12 months after the expiry of the Term.
- (3) To avoid doubt, the Lessee is obliged during any holding over period to pay the Rent and any outgoings as if the holding over period was included in the Term.

## 20. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease.

## 21. Yield up the premises

### 21.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

## 21.2 Clause 21.1 to survive termination

The Lessee's obligation under **clause 21.1** will survive termination.

## 22. Removal of property from Premises

### 22.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

### 22.2 Lessor can remove property on re-entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 22.1** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

## 23. Assignment, subletting and charging

### 23.1 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, the Minister for Lands and any other persons whose consent is required under the terms of this Lease or at law.

### 23.2 Change in ownership of shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease and the Lessee must give the Lessor written notification of the change in ownership of shares within 14 days of the change.

### 23.3 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;

- (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.

#### **23.4 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.

#### **23.5 Property Law Act 1969**

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

#### **23.6 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.

#### **23.7 No mortgage or charge**

The Lessee must not mortgage nor charge the Premises without prior approval of the Lessor and the Minister for Lands first being obtained.

## **24. Disputes**

### **24.1 Referral of dispute: Phase 1**

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

## 24.2 Referral of dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and the Managing Director of the Lessee for the purpose of resolving the dispute.

## 24.3 Appointment of arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

## 24.4 Payment of amounts payable to date of award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

## 25. Provision of information

Not used.

## 26. Caveat

### 26.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

### 26.2 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 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:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) 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.

### 26.3 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.

### 26.4 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.

## 27. Goods and services tax

### 27.1 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.

### 27.2 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 27.2(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.

### 27.3 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 27.2(2)** 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.

### 27.4 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.

### 27.5 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.

### 27.6 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.

### 27.7 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.

## 28. 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.

## 29. Additional terms covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 9** 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.

## 30. *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.

## 31. 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.

## 32. 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.

## 33. 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.

## 34. Notice

### 34.1 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;
- (b) by addressing it to the Party and leaving it at or posting it to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

### 34.2 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 34.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 34.1(b)**, on the fourth Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in **clause 34.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in **clause 34.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

### 34.3 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 of that local government or any other authorised officer;

- (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;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

## 35. Information requirements

### 35.1 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.

### 35.2 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 other information on the Lessee reasonably required by the Lessor.

## 36. 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.

## 37. 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 and the costs of such variation will be borne by the Lessee.

## 38. 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.

## 39. 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.

## 40. Waiver

### 40.1 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.

### 40.2 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

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## Item 1 Land and Premises

### Land

Reserve 26384 being Lot 649 on Deposited Plan 189638 and being the whole of the land in Crown Land Title Volume LR3010 Folio 86.

### Premises

That portion of the Building on the Land comprising an area of 560m<sup>2</sup> and outlined in yellow on the plan annexed hereto as **Annexure 1**.

## Item 2 Term

Three (3) years commencing on the Commencement Date and expiring on 30 June 2029.

## Item 3 Further Term

### First Further Term

Three (3) years commencing on 1 July 2029 and expiring on 30 June 2032.

### Second Further Term

Three (3) years commencing on 1 July 2032 and expiring on 30 June 2035.

## Item 4 Commencement Date

1 July 2026.

## Item 5 Rent

One dollar (\$1.00) payable on demand.

## Item 6 Rent Review Dates

Not applicable.

## Item 7 Permitted Purpose

Community resource centre and uses reasonably ancillary thereto.

## Item 8 Public Liability

Twenty million dollars (\$20,000,000.00).

## Item 9 Additional terms, covenants and conditions

### 1. Lessor's use of Premises

The parties acknowledge and agree that the Lessor may use the meeting room, town hall and hall kitchen located at the Premises subject to the Lessor giving the Lessee prior notice of such use.

# Signing page

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**EXECUTED by the parties as a Deed**

2026

**THE COMMON SEAL** of the **SHIRE OF JERRAMUNGUP** was hereunto affixed by authority of a resolution of the Council in the presence of -

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Chief Executive Officer

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

**THE COMMON SEAL** of the **BREMER BAY COMMUNITY RESOURCE AND VISITOR CENTRE INC** was hereunto affixed in the presence of -

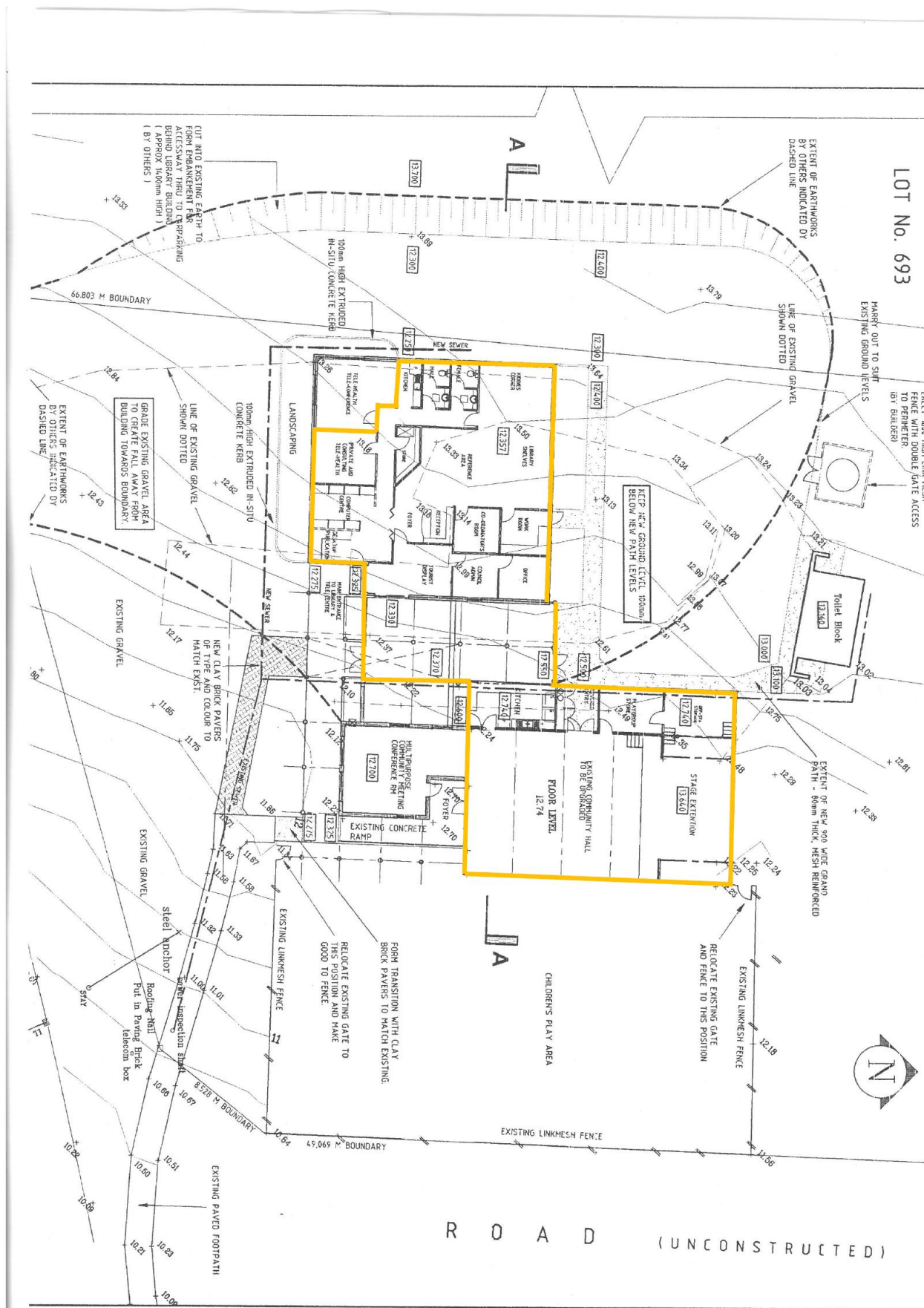
\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

# Annexure 1 – Sketch of Premises



## Annexure 2 – Consent of Minister for Lands

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# Lease – Reserve 26384, 7 Mary Street – Bremer Bay Pharmacy

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Shire of Jerramungup

ETA Pharmacies Group Pty Ltd (ACN 656 504 228)

Irek Paul Chrenowski



**McLEODS**

Stirling Law Chambers | 220 Stirling Highway  
CLAREMONT WA 6010  
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Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)  
Ref: DFN:JERR:56082

## Copyright notice

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# Details

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## Parties

### **Shire of Jerramungup**

of 8 Vasey Street, Jerramungup, Western Australia 6337

(Lessor)

### **ETA Pharmacies Group Pty Ltd (ACN 656 504 228)**

of 31 Veal Street, Hopetoun, Western Australia 6348

(Lessee)

### **Irek Paul Chrenowski**

of 31 Veal Street, Hopetoun, Western Australia 6348

(Guarantor)

## Background

- A The Lessor is the management body of the Land under the Management Order.
- B Under the Management Order the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the consent of the Minister for Lands first being obtained.
- C The Lessee has requested that the Lessor grant it a lease of that portion of the Land comprising the Premises, and the Lessor has agreed subject to the terms and conditions of this agreement.

# Agreed terms

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## 1. Definitions

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

**Amounts Payable** means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

**Appurtenances** means all drains, toilets, wash basins, bathrooms, water, gas and electrical fittings and other services contained in or about the Premises;

**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);

**Building** means the building located on the Land, commonly referred to as the Bremer Bay Community Resource Centre;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

**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;

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

**Contamination** has the same meaning as the word “contaminated” in the *Contaminated Sites Act*;

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

**CPI Review** means the rent review process described in **clause 6.3**;

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

**Fixed Percentage Increase** means the rent review process specified in **clause 6.5**;

**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 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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

**Lease** means this deed as supplemented, amended or varied from time to time;

**Lease year** means:

- (a) the Commencement Date to the day before the first anniversary of the Commencement Date; or
- (b) an anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

**Lessee's Agents** includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the 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;

**Lessor's Fixtures and Fittings** means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term;

**Management Order** means a 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 "Community Centre" with the power to lease for a term not exceeding 21 years;

**Market Review** means the rent review process specified in **clause 6.4**;

**Month** or **month** means a calendar month;

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

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

**Permitted Purpose** is described in **Item 7** of the Schedule;

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

**Relevant Proportion** means the proportion that the floor area of the Premises bears to the total lettable area of the Building at the commencement of the Lease year;

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

**Rent Free Period** means the duration identified in **Item 9** of the Schedule during which the Lessee is not responsible for paying Rent;

**Rent Review Date** means a date identified in **Item 6** of the Schedule;

**Reservations** means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, heat, oil, electricity and other power telephone lines and air-conditioning through such

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pipes, ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

**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 include 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, local or 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 and emails;

- (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. Grant of lease

#### 3.1 Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

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

#### 3.2 Minister for Lands' Consent

The grant of this Lease is made expressly subject to and is conditional on the consent of the Minister for Lands pursuant to section 18 of the *Land Administration Act 1997*, a copy of which consent shall be annexed as **Annexure 2** to this Lease.

### 4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is management body of the Land, 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.

### 5. Rent and other payments

#### 5.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 6** clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

## 5.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay punctually to the Lessor, or to such person as the Lessor may from time to time direct, all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
  - (a) local government rates, services and other charges, including but not limited to rubbish collection charges 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 or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee; and
  - (d) 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 **subclause (1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

## 5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee must pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 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.

## 5.4 Costs

- (1) The Lessee agrees to pay to the Lessor on demand:
  - (a) all costs for the preparation and drafting of this Lease;
  - (b) 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;
  - (c) all registration fees in connection with this Lease; and
  - (d) all costs associated with the preparation of a surveyed plan of the Premises for the purposes of the Lease.
- (2) The Lessee agrees 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 5.4** or any matter arising out of this Lease.

## 5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

## 6. Rent Review

### 6.1 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.

### 6.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

### 6.3 CPI Review

- (1) 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.
- (2) 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.
- (3) 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 6.4(d)**.

### 6.4 Market Review

A rent review based on a market review will establish the current market rent for the Premises by agreement between the Parties and failing agreement will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessor's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice to the Lessor, 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* (WA), 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).

- (e) 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.
- (f) In this clause, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (i) any improvements made or effected to the Premises by the Lessee; and
  - (ii) any rent free periods, discounts or other rental concessions.

## 6.5 Fixed Percentage Increase

A rent review based on a fixed percentage increase will increase the rent payable in the preceding year by the amount or percentage figure stipulated for the relevant Rent Review Date in **Item 6** of the Schedule.

## 6.6 Rent will not decrease following Review

Notwithstanding the provisions in this clause, the Rent following any Rent review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

## 6.7 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.

# 7. Insurance

## 7.1 Insurance to be effected

- (1) The Lessee must effect and keep current with a recognised and reputable insurer and noting the interest of the Lessor for its respective rights and interests:
  - (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; and
  - (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 against plate glass damage for not less than its full replacement value in respect of any one claim or such greater amount; and
  - (d) 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.

- (2) The Lessee must promptly expend all money recovered in respect of any insurance under paragraph (1) in the satisfaction of the payment of damages or the reinstatement or replacement of the items of which that money is received to the extent that that money is sufficient for that purpose.

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## 7.2 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 resulting in a claim under the Lessor's building insurance and arising from an act or omission of the Lessee.

## 7.3 Details and receipts

In respect of the insurances required by **clause 7.1** 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.

## 7.4 Lessee required to pay 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 7.1** and **clause 7.2**.

## 7.5 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 7.1** and **clause 7.2** 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).

## 7.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

## 7.7 Settlement of claim

The Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1**.

# 8. Indemnity

## 8.1 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.

## 8.2 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 brought, maintained or made against the Lessor or the Minister for Lands, 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) any negligent act or omission of the Lessee or the Lessee's Agents.

## 8.3 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 8.2** 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.

#### **8.4 No indemnity for Lessor's negligence**

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

#### **8.5 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; or
- (ii) loss of or damage to the Premises or personal property of the Lessee,
- except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (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.

### **9. Limit of Lessor's liability**

#### **9.1 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.

#### **9.2 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 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.

### **10. Maintenance, repair and cleaning**

#### **10.1 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.

- (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; or
  - (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.

## 10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

## 10.3 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.

## 10.4 Lessee's Responsibility

- (1) The Lessee's maintenance, cleaning and repair obligations in respect of the Premises pursuant to **clauses 10.1, 10.2 and 10.3** includes but is not limited to the maintenance, cleaning and repair of:
- (a) any electrical fittings and fixtures, including light fittings and fixtures;
  - (b) any glass and windows;
  - (c) any plumbing;
  - (d) any air-conditioning fittings and fixtures;
  - (e) any gas fittings and fixtures;
  - (f) any exit signs;
  - (g) any fire equipment;
  - (h) any ceiling tiles;
  - (i) any signage;
  - (j) any security systems;
  - (k) any hot water services; and
  - (l) any roller doors, shutters, blinds and curtains.
- (2) For the purposes of **clauses 10.1, 10.2 and 10.3**, the term "Premises" includes the glass perimeter walls, the interior of all windows, doors, all other glass and other fixtures excluding the exterior façade and exterior of all windows.

## 10.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

## 10.6 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.

## 10.7 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 (other than the cost of one inspection/treatment for termites and one inspection/treatment per year for general pest control which shall be borne by the Lessor).

## 10.8 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.

## 10.9 Acknowledgement of state of repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

## 10.10 Safety & 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 installed by the Lessee 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 10.10(1)** above, the Lessee acknowledges that it will be required to, amongst other things comply with the requirements of the *Work Health and Safety Act 2020*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices installed by the Lessee to be safe and appropriately inspected, tested and maintained by a competent person.

# 11. Use

## 11.1 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 the Premises 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 law, act, statute 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 without consent**

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 (which consent will not be unreasonably withheld provided that such sign, notice or advertisement complies with all relevant regulatory and planning approvals).

(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) **Consumption of alcohol**

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) **Sale of alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

**(10) Removal of rubbish**

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

**(11) 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.

**11.2 No electrical overloading**

The Lessee must not without the consent of the Lessor install or use any electrical equipment on the Premises that overloads or has the capacity to overload the cables switchboards or sub-boards through which electricity is conveyed to or through the Premises.

**11.3 Airconditioning plant**

The Lessee must comply with and observe the reasonable requirements of the Lessor in respect of the air-conditioning plant and not do nor permit to be done anything which interferes with or impairs their safe and efficient operation of the air-conditioning plant.

**11.4 Keeping Premises and property secure**

The Lessee must:

- (a) use the Lessee's best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery; and
- (b) keep all doors windows and other openings closed and securely fastened when the Premises are not open for business.

**11.5 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.

**11.6 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.

## 11.7 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.

## 11.8 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 11**.

# 12. Alterations

## 12.1 Restriction

The Lessee must not without prior written consent from the Lessor, from any other person from whom consent is required under this Lease, or as required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee's obligations in **clause 10**, 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.

## 12.2 Consent

- (1) 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 12.1** the Lessor may grant its consent subject to conditions and:
  - (a) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
  - (b) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant.
- (2) If the Lessor consents to any matter referred to in **clause 12.1**:
  - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
  - (b) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

## 12.3 Cost of Works

All works undertaken under this **clause 12** will be carried out at the Lessee's expense.

## 12.4 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,
- in accordance with the Lessor's requirements.

## 13. Lessor's right of entry

### 13.1 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, at all reasonable times, with or without workmen and others and 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 13.1(d)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

### 13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 13.113.1(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.

## 14. Statutory obligations and notices

### 14.1 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 11**;
- (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.

## 14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 14.1**.

## 15. 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.

## 16. Default

### 16.1 Events of Default

A default occurs if:

- (a) any Rent remains unpaid for 7 days after a Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for 14 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee repudiates the Lease;
- (d) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (e) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (f) an application is made to a court for the Lessee to be wound up;
- (g) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (h) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (i) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;

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- (j) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
  - (k) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
  - (l) a mortgagee takes possession of the property of the Lessee under this Lease;
  - (m) any execution or similar process is made against the Premises on the Lessee's property;
  - (n) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
  - (o) 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.

## 16.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 16.1(a) and 16.1(b)**.

## 16.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 16.1** 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 19**,

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.

## 16.4 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.

## 16.5 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.

## 16.6 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **23** (Assignment, Subletting and Charging) and **27** (Goods and Services Tax), is an essential term of this Lease but this **clause 16.6** does not mean or imply that there are no other essential terms in this Lease.

## 16.7 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;
- (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 16.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) 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.

## 17. Damage or destruction of Premises

### 17.1 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.

## 17.2 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.

## 18. Option to renew

If the Lessee at least two months, but not earlier than 12 months, prior to the date for commencement of a 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 may 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 18** 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, at the absolute discretion of the Lessor.

## 19. 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 increased by 3.5 % 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) The Lessee shall not be entitled to hold over for more than 12 months after the expiry of the Term.
- (3) To avoid doubt, the Lessee is obliged during any holding over period to pay the Rent and any outgoings as if the holding over period was included in the Term.

## 20. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease.

## 21. Yield up the premises

### 21.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

### 21.2 Clause 21.1 to survive termination

The Lessee's obligation under **clause 21.1** will survive termination.

## 22. Removal of property from Premises

### 22.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

### 22.2 Lessor can remove property on re-entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 22.1** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

## 23. Assignment, subletting and charging

### 23.1 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, the Minister for Lands and any other persons whose consent is required under the terms of this Lease or at law.

### 23.2 Change in ownership of shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease

and the Lessee must give the Lessor written notification of the change in ownership of shares within 14 days of the change.

### **23.3 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;
- (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.

### **23.4 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.

### **23.5 Property Law Act 1969**

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

### **23.6 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.

### **23.7 No mortgage or charge**

The Lessee must not mortgage nor charge the Premises without prior approval of the Lessor and the Minister for Lands first being obtained.

## 24. Disputes

### 24.1 Referral of dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

### 24.2 Referral of dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and the Managing Director of the Lessee for the purpose of resolving the dispute.

### 24.3 Appointment of arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

### 24.4 Payment of amounts payable to date of award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

## 25. Provision of information

Not used.

## 26. Caveat

### 26.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

### 26.2 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 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:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) 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.

### 26.3 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.

### 26.4 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.

## 27. Goods and services tax

### 27.1 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.

### 27.2 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 27.2(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.

### 27.3 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 27.2(2)** 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.

### 27.4 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.

### 27.5 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.

### 27.6 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.

### 27.7 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.

## 28. 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.

## 29. Additional terms covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 9** 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.

## 30. Guarantee

### 30.1 Guarantee

In consideration of the Lessor entering into a Lease with the Lessee at the request of the Guarantor, the Guarantor hereby jointly and severally:

- (a) GUARANTEES payment by the Lessee of the Amounts Payable by the Lessee to the Lessor pursuant to this Lease and the observance and performance by the Lessee of the Lessee's Covenants;
- (b) AGREES that if any money payable by the Lessee to the Lessor pursuant to the terms of this Lease shall not be recoverable from the Guarantor under this Guarantee by reason of any legal limitation disability or incapacity on or of the Lessee or by reason of any avoidance of the liability of the Lessee or of any other fact or circumstances then the Guarantor will hold the Lessor fully indemnified at all times against all loss or damage which the Lessor may suffer or incur by reason of any limitation disability incapacity failure fact or circumstances.

### 30.2 Guarantor's Covenants

The Guarantor covenants and agrees with the Lessor as follows:

- (a) To pay all moneys due and payable to the Lessor by the Lessee under this Lease upon demand.
- (b) The liability of the Guarantor will not be affected by:
  - (i) the granting of any time or other indulgence by the Lessor to any person;
  - (ii) any compounding compromise release abandonment waiver variation or renewal of any term of this Lease or of the right of the Lessor or any omission;
  - (iii) the avoidance of any payment by the Lessee or the Guarantor to the Lessor;
  - (iv) any other dealing matter or thing which but for this provision operates to affect the liability of the Guarantor.
- (c) This Guarantee is an irrevocable and continuing Guarantee and will remain in effect for the benefit of the Lessor in respect of all liabilities of the Lessee arising from this Lease both before and after the determination of the Term.
- (d) All benefits or moneys received by the Lessor from or on account of the Lessee capable of being applied by the Lessor in reduction of any money owing to the Lessor will be taken and applied by the Lessor as payment in gross without any right of the Guarantor to claim any benefit from any moneys so received by the Lessor.
- (e) Upon liquidation or bankruptcy of the Guarantor the Lessor will be entitled to prove for the total indebtedness of the Lessee under this Lease for the Term notwithstanding that the Rent or other moneys payable by the Lessee to the Lessor under this Lease are not due and payable at the date of the liquidation or bankruptcy of the Guarantor.
- (f) The indemnity given in this clause by the Guarantor will be a principal obligation and may be enforced against the Guarantor without any responsibility on the part of the Lessor to proceed against the Lessee or any other person.

- (g) Upon liquidation or bankruptcy of the Lessee the Guarantor will not prove in competition with the Lessor and the Guarantor authorises the Lessor to provide for all moneys which the Guarantor has paid under this Lease and retain or to appropriate at the discretion of the Lessor any amount received by the Lessor.
- (h) To give effect to this Lease the Guarantor waives in favour of the Lessor all rights of the Guarantor against the Lessee.
- (i) The liabilities of the Guarantor created by this clause shall not be affected by reason of any security taken by the Lessor being or becoming void or defective.
- (j) In the event of any part of this Lease being severed in accordance with the provisions in that behalf contained or implied in this Lease then the Guarantor will not be entitled to rely on or claim the benefit of any severance.
- (k) This Guarantee will remain in force and continue notwithstanding any extension, renewal or assignment of this Lease, and will continue during any period of holding over by the Lessee (whether or not with the Lessor's consent).

### 30.3 Obligations Effective in All Circumstances

The obligations (expressed or implied) of the Guarantor in this Lease shall apply to and be fully effective in respect of the Lessee's Covenants whether or not:

- (a) the whole or any part of the Lessee's Covenants are enforceable at law or in equity or otherwise pursuant to any express or implied lease, tenancy or other right of occupancy of or interest in the Premises granted by or derived from the Lessor under this Lease or under or pursuant to any antecedent agreement or otherwise enjoyed by the Lessee at law or in equity;
- (b) the Lease is in a form such as to be capable of being registered in the manner referred to in the *Transfer of Land Act 1893*; or
- (c) it is the intention (expressed or implied) of either or both of the Lessor and the Lessee that the Lease be registered in the manner referred to in the *Transfer of Land Act 1893*.

## 31. 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.

## 32. 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.

## 33. 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.

## 34. 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.

## 35. Notice

### 35.1 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;
- (b) by addressing it to the Party and leaving it at or posting it to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

### 35.2 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 35.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 35.1(b)**, on the fourth Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in **clause 35.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in **clause 35.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

### 35.3 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 of that local government or any other authorised officer;

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- (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;
  - (e) if given by the Lessor, by the representative of the Managing Agent; or
  - (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

## 36. 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.

## 37. 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 and the costs of such variation will be borne by the Lessee.

## 38. 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.

## 39. 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.

## 40. Waiver

### 40.1 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.

### 40.2 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

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## Item 1 Land and Premises

### Land

Reserve 26384 being Lot 649 on Deposited Plan 189638 and being the whole of the land in Crown Land Title Volume LR3010 Folio 86.

### Premises

That portion of the Building on the Land comprising an area of 65.8m<sup>2</sup> and coloured in red, blue, orange, yellow and grey on the plan annexed hereto as **Annexure 1**.

## Item 2 Term

Five (5) years commencing on the Commencement Date and expiring on 30 June 2031.

## Item 3 Further Term

Five (5) years commencing on 1 July 2031 and expiring on 30 June 2036.

## Item 4 Commencement Date

1 July 2026.

## Item 5 Rent

An amount to be determined by a Market Review at the end of the Rent Free Period, such amount to be not less than \$12,500 per annum exclusive of GST (being the market rent determined on or about the Commencement Date). Payment of Rent as determined by further Market Review shall commence on the third anniversary of the Commencement Date.

## Item 6 Rent Review Dates

### CPI Review or Fixed Percentage Increase

CPI Review or a Fixed Percentage Increase of 3%, whichever is greater, to be undertaken on each anniversary of the Commencement Date during the Term subsequent to the Rent Free Period (including any Further Term and period of holding over, if applicable) except for years where a Market Review is required to be carried out.

### Market Reviews

On the third anniversary of the Commencement Date and at the commencement of the Further Term.

## Item 7 Permitted Purpose

Pharmacy.

**Item 8 Public Liability**

Twenty million dollars (\$20,000,000.00).

**Item 9 Additional terms, covenants and conditions****1. Rent Free Period**

- (a) The parties acknowledge and agree that in consideration of the capital investment to be made by the Lessee to the Building there will be a three (3) year Rent Free Period, commencing on the Commencement Date and expiring on 30 June 2029, during which time the Lessee is not required to pay Rent.
- (b) For clarity, the Lessee will be responsible for paying Outgoings during the Rent Free Period.

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# Signing page

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**EXECUTED by the parties as a Deed**

2026

**THE COMMON SEAL** of the **SHIRE OF JERRAMUNGUP** was hereunto affixed by authority of a resolution of the Council in the presence of -

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Chief Executive Officer

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

**EXECUTED** by **ETA PHARMACIES GROUP PTY LTD (ACN 656 504 228)** pursuant to Section 127 of the Corporations Act:

\_\_\_\_\_  
Full Name of Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full Name of Director

\_\_\_\_\_  
Signature of Director

Signed by the said **IREK PAUL CHRENOWSKI** in the presence of:

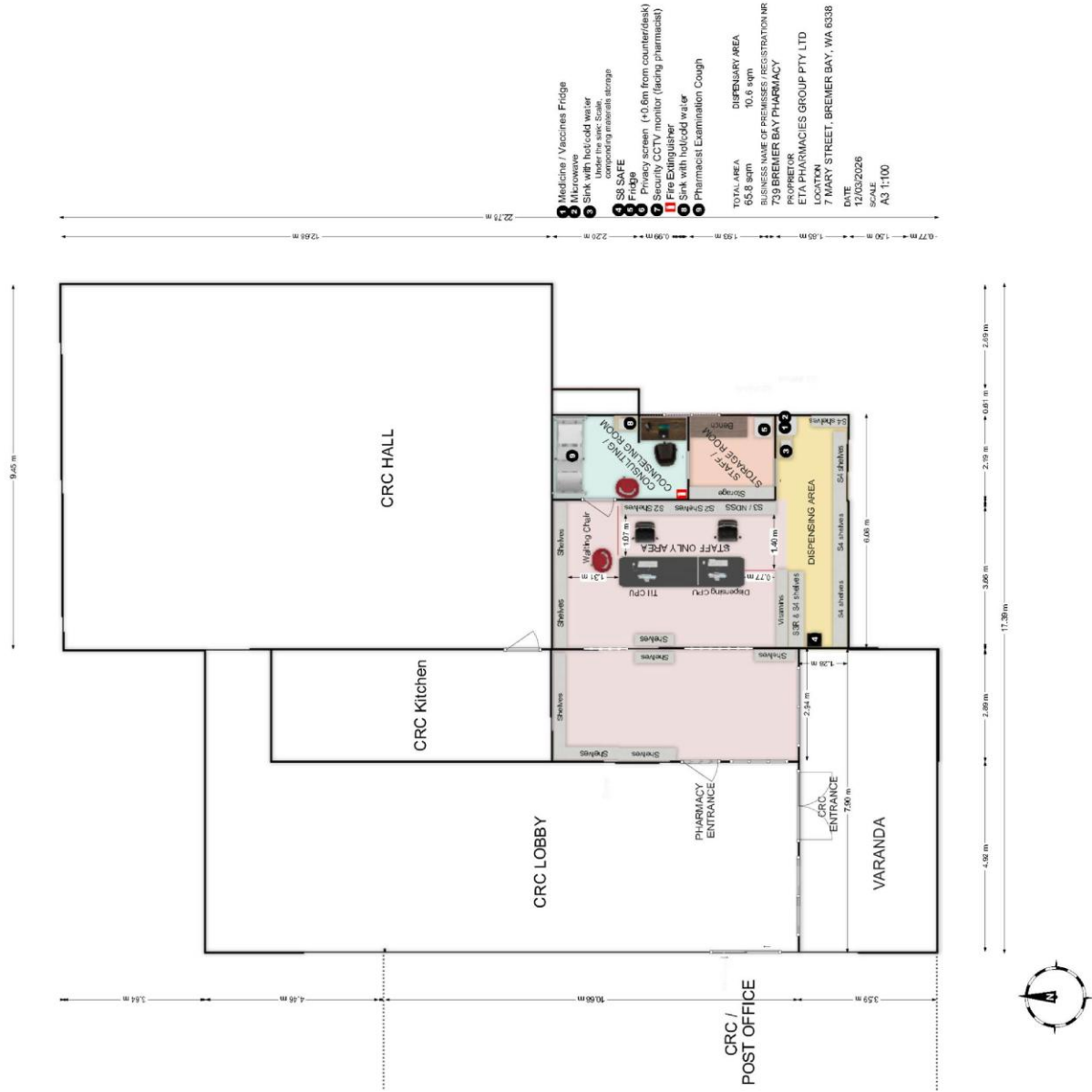
Witness sign:

Witness name:

Address:

Occupation:

# Annexure 1 – Sketch of Premises



## Annexure 2 – Consent of Minister for Lands

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# Lease – 8 -10 Tobruk Road, Jerramungup – Jerramungup Community Resource Centre

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Shire of Jerramungup

Jerramungup Community Resource Centre Inc

DRAFT



**McLEODS**

Stirling Law Chambers | 220 Stirling Highway  
CLAREMONT WA 6010  
Tel: (08) 9383 3133 | Fax: (08) 9383 4935  
Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)  
Ref: DFN:JERR:56081

## Copyright notice

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# Details

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## Parties

**Shire of Jerramungup**

of 8 Vasey Street, Jerramungup, Western Australia 6337

(Lessor)

**Jerramungup Community Resource Centre Inc**

of 8-10 Tobruk Road, Jerramungup, Western Australia 6337

(Lessee)

## Background

- A The Lessor is the registered proprietor of the Land.
- B The Lessee has requested that the Lessor grant it a lease of that portion of the Land comprising the Premises, and the Lessor has agreed subject to the terms and conditions of this agreement.

# Agreed terms

---

## 1. Definitions

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

**Amounts Payable** means the Rent, outgoings, Operating Expenses and any other money payable by the Lessee under this Lease;

**Appurtenances** means all drains, toilets, wash basins, bathrooms, water, gas and electrical fittings and other services contained in or about the Premises;

**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);

**Building** means the building located on the Land, commonly referred to as the Jerramungup Community Resource Centre;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia;

**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;

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

**Contamination** has the same meaning as the word “contaminated” in the *Contaminated Sites Act*;

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

**CPI Review** means the rent review process described in **clause 6.3**;

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

**Fixed Percentage Increase** means the rent review process specified in **clause 6.5**;

**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 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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

**Lease** means this deed as supplemented, amended or varied from time to time;

**Lease year** means:

- (a) the Commencement Date to the day before the first anniversary of the Commencement Date; or
- (b) an anniversary of the Commencement Date to the day before the next anniversary of the Commencement Date;

**Lessee's Agents** includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the 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;

**Lessor's Fixtures and Fittings** means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term;

**Market Review** means the rent review process specified in **clause 6.4**;

**Month** or **month** means a calendar month;

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

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

**Permitted Purpose** is described in **Item 7** of the Schedule;

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

**Relevant Proportion** means the proportion that the floor area of the Premises bears to the total lettable area of the Building at the commencement of the Lease year;

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

**Rent Free Period** means the duration identified in **Item 9** of the Schedule during which the Lessee is not responsible for paying Rent;

**Rent Review Date** means a date identified in **Item 6** of the Schedule;

**Reservations** means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, heat, oil, electricity and other power telephone lines and air-conditioning through such pipes, ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

**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 include 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, local or 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 and emails;
  - (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. Grant of lease

#### 3.1 Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

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

### 4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is management body of the Land, 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.

### 5. Rent and other payments

#### 5.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 6** clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

#### 5.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay punctually to the Lessor, or to such person as the Lessor may from time to time direct, all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
  - (a) 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 or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in

respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee; and

- (b) 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 **subclause (1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

### 5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee must pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 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.

### 5.4 Costs

- (1) The Lessee agrees to pay to the Lessor on demand:
- (a) 50% of the costs for the preparation and drafting of this Lease;
  - (b) 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;
  - (c) all registration fees in connection with this Lease; and
  - (d) all costs associated with the preparation of a surveyed plan of the Premises for the purposes of the Lease.
- (2) The Lessee agrees 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 5.4** or any matter arising out of this Lease.

### 5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

## 6. Rent Review

### 6.1 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.

### 6.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

### 6.3 CPI Review

- (1) 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.
- (2) 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.
- (3) 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 6.4(d)**.

### 6.4 Market Review

A rent review based on a market review will establish the current market rent for the Premises by agreement between the Parties and failing agreement will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessor's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice to the Lessor, 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* (WA), 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).
- (e) 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.

- (f) In this clause, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- (i) any improvements made or effected to the Premises by the Lessee; and
  - (ii) any rent free periods, discounts or other rental concessions.

## **6.5 Fixed Percentage Increase**

A rent review based on a fixed percentage increase will increase the rent payable in the preceding year by the amount or percentage figure stipulated for the relevant Rent Review Date in **Item 6** of the Schedule.

## **6.6 Rent will not decrease following Review**

Notwithstanding the provisions in this clause, the Rent following any Rent review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

## **6.7 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.

# **7. Insurance**

## **7.1 Insurance to be effected**

- (1) The Lessee must effect and keep current with a recognised and reputable insurer and noting the interest of the Lessor for its respective rights and interests:
- (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; and
  - (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 against plate glass damage for not less than its full replacement value in respect of any one claim or such greater amount; and
  - (d) 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.
- (2) The Lessee must promptly expend all money recovered in respect of any insurance under paragraph (1) in the satisfaction of the payment of damages or the reinstatement or replacement of the items of which that money is received to the extent that that money is sufficient for that purpose.

## 7.2 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 resulting in a claim under the Lessor's building insurance and arising from an act or omission of the Lessee.

## 7.3 Details and receipts

In respect of the insurances required by **clause 7.1** 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.

## 7.4 Lessee required to pay 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 7.1** and **clause 7.2**.

## 7.5 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 7.1** and **clause 7.2** 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).

## 7.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

## 7.7 Settlement of claim

The Lessee may not without the prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1**.

## 8. Indemnity

### 8.1 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.

### 8.2 Indemnity

The Lessee indemnifies, and shall keep indemnified, the Lessor 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 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) any negligent act or omission of the Lessee or the Lessee's Agents.

### 8.3 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 8.2** 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.

## 8.4 No indemnity for Lessor's negligence

The Parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

## 8.5 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 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; or

(ii) loss of or damage to the Premises or personal property of the Lessee,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(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.

## 9. Limit of Lessor's liability

### 9.1 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.

### 9.2 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 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.

## 10. Maintenance, repair and cleaning

### 10.1 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.

(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; or
- (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.

## 10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

## 10.3 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.

## 10.4 Lessee's Responsibility

- (1) The Lessee's maintenance, cleaning and repair obligations in respect of the Premises pursuant to **clauses 10.1, 10.2 and 10.3** includes but is not limited to the maintenance, cleaning and repair of:
  - (a) any electrical fittings and fixtures, including light fittings and fixtures;
  - (b) any glass and windows;
  - (e) any gas fittings and fixtures;
  - (h) any ceiling tiles;
  - (i) any signage;
  - (j) any security systems; and
  - (l) any roller doors, shutters, blinds and curtains.
- (2) For the purposes of **clauses 10.1, 10.2 and 10.3**, the term "Premises" includes the glass perimeter walls, the interior of all windows, doors, all other glass and other fixtures excluding the exterior façade and exterior of all windows.

## 10.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including the Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

## 10.6 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.

## 10.7 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 (other than the cost of one inspection/treatment for termites and one inspection/treatment per year for general pest control which shall be borne by the Lessor).

## 10.8 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.

## 10.9 Acknowledgement of state of repair of Premises

The Lessee acknowledges that it has inspected the structure of the Premises internally and externally prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

## 10.10 Safety & 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 installed by the Lessee 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 10.10(1)** above, the Lessee acknowledges that it will be required to, amongst other things comply with the requirements of the *Work Health and Safety Act 2020*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices installed by the Lessee to be safe and appropriately inspected, tested and maintained by a competent person.

# 11. Use

## 11.1 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 the Premises 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 law, act, statute 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 without consent**

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 (which consent will not be unreasonably withheld provided that such sign, notice or advertisement complies with all relevant regulatory and planning approvals).

(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) **Consumption of alcohol**

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) **Sale of alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989*, *Liquor Licensing Regulations 1989*, *Food Act 2008*, *Food Regulations 2009* and any other relevant written law that may be in force from time to time.

(10) **Removal of rubbish**

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(11) **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. 165

### **11.2 No electrical overloading**

The Lessee must not without the consent of the Lessor install or use any electrical equipment on the Premises that overloads or has the capacity to overload the cables switchboards or sub-boards through which electricity is conveyed to or through the Premises.

### **11.3 Airconditioning plant**

The Lessee must comply with and observe the reasonable requirements of the Lessor in respect of the air-conditioning plant and not do nor permit to be done anything which interferes with or impairs their safe and efficient operation of the air-conditioning plant.

### **11.4 Keeping Premises and property secure**

The Lessee must:

- (a) use the Lessee's best endeavours to protect and keep safe the Premises and any property contained in the Premises from theft or robbery; and
- (b) keep all doors windows and other openings closed and securely fastened when the Premises are not open for business.

### **11.5 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.

### **11.6 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.

### **11.7 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.

### **11.8 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 11**.

## 12. Alterations

### 12.1 Restriction

The Lessee must not without prior written consent from the Lessor, from any other person from whom consent is required under this Lease, or as required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee's obligations in **clause 10**, 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.

### 12.2 Consent

- (1) 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 12.1** the Lessor may grant its consent subject to conditions and:
  - (a) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
  - (b) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant.
- (2) If the Lessor consents to any matter referred to in **clause 12.1**:
  - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
  - (b) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

### 12.3 Cost of Works

All works undertaken under this **clause 12** will be carried out at the Lessee's expense.

### 12.4 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,
- in accordance with the Lessor's requirements.

## 13. Lessor's right of entry

### 13.1 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, at all reasonable times, with or without workmen and others and 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 13.1(d)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

### 13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 13.113.1(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.

## 14. Statutory obligations and notices

### 14.1 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 11**;
- (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.

### 14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and

- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 14.1**.

## 15. 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.

## 16. Default

### 16.1 Events of Default

A default occurs if:

- (a) any Rent remains unpaid for 7 days after a Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay Rent for 14 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee repudiates the Lease;
- (d) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;
- (e) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (f) an application is made to a court for the Lessee to be wound up;
- (g) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (h) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (i) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- (j) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (k) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (l) a mortgagee takes possession of the property of the Lessee under this Lease;

- (m) any execution or similar process is made against the Premises on the Lessee's property;
- (n) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (o) 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.

## 16.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 16.1(a) and 16.1(b)**.

## 16.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 16.1** 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 19**,

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.

## 16.4 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.

## 16.5 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.

## 16.6 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **23** (Assignment, Subletting and

Charging) and 27 (Goods and Services Tax), is an essential term of this Lease but this **clause 16.6**<sup>170</sup> does not mean or imply that there are no other essential terms in this Lease.

## **16.7 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;
- (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 16.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) 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.

## **17. Damage or destruction of Premises**

### **17.1 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.

### **17.2 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. 171

## 18. Option to renew

If the Lessee at least two months, but not earlier than 12 months, prior to the date for commencement of a 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 may 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 18** 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, at the absolute discretion of the Lessor.

## 19. 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 increased by 3.5 % 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) The Lessee shall not be entitled to hold over for more than 12 months after the expiry of the Term.
- (3) To avoid doubt, the Lessee is obliged during any holding over period to pay the Rent and any outgoings as if the holding over period was included in the Term.

## 20. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease.

## 21. Yield up the premises

### 21.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combinations for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

## 21.2 Clause 21.1 to survive termination

The Lessee's obligation under **clause 21.1** will survive termination.

## 22. Removal of property from Premises

### 22.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

### 22.2 Lessor can remove property on re-entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 22.1** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

## 23. Assignment, subletting and charging

### 23.1 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.

### 23.2 Change in ownership of shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease and the Lessee must give the Lessor written notification of the change in ownership of shares within 14 days of the change.

### 23.3 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;
- (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.

#### **23.4 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.

#### **23.5 Property Law Act 1969**

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

#### **23.6 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.

#### **23.7 No mortgage or charge**

The Lessee must not mortgage nor charge the Premises without prior approval of the Lessor first being obtained.

## **24. Disputes**

#### **24.1 Referral of dispute: Phase 1**

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such Notice from the Lessee or such other period of time as is agreed to by the Parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

#### **24.2 Referral of dispute: Phase 2**

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and the Managing Director of the Lessee for the purpose of resolving the dispute.

### **24.3 Appointment of arbitrator: Phase 3**

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

### **24.4 Payment of amounts payable to date of award**

The Lessee must pay the Amounts Payable without deduction to the date of the award of the arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies overpaid.

## **25. Provision of information**

Not used.

## **26. Caveat**

### **26.1 No absolute caveat**

The Lessee nor any person on behalf of the Lessee will not, 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.

### **26.2 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 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:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) 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.

### **26.3 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.

## 26.4 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.

## 27. Goods and services tax

### 27.1 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.

### 27.2 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 27.2(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.

### 27.3 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 27.2(2)** 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.

### 27.4 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.

### 27.5 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.

## 27.6 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.

## 27.7 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.

## 28. 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.

## 29. Additional terms covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 9** 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.

## 30. *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.

## 31. 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.

## 32. 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.

## 33. 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.

## 34. Notice

### 34.1 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;
- (b) by addressing it to the Party and leaving it at or posting it to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and faxing it to the facsimile number appearing in this Lease or any other facsimile number nominated by a Party by Notice to the other; or
- (d) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

### 34.2 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 34.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 34.1(b)**, on the fourth Business Day following the date of posting of the Notice;
- (d) if by facsimile, when despatched by facsimile to a facsimile number specified in **clause 34.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day; and
- (e) if by email, when despatched by email to an email address specified in **clause 34.1(d)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

### 34.3 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 of that local government or any other authorised officer;
- (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;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

## 35. Information requirements

### 35.1 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.

### 35.2 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 other information on the Lessee reasonably required by the Lessor.

## 36. 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.

## 37. 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 and the costs of such variation will be borne by the Lessee.

## 38. 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.

## 39. 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.

## 40. Waiver

### 40.1 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.

### 40.2 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

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## Item 1 Land and Premises

### **Land**

Lot 250 on Deposited Plan 55227 and being the whole of the land in Certificate of Title Volume 2660 Folio 971.

### **Premises**

That portion of the Building on the Land being the area of the Land outlined in yellow, including all fixtures and fittings contained therein, on the plan annexed hereto as **Annexure 1**.

## Item 2 Term

Three (3) years commencing on the Commencement Date and expiring on 30 June 2029.

## Item 3 Further Term

### **First Further Term**

Three (3) years commencing on 1 July 2029 and expiring on 30 June 2032.

### **Second Further Term**

Three (3) years commencing on 1 July 2032 and expiring on 30 June 2035.

## Item 4 Commencement Date

1 July 2026.

## Item 5 Rent

One dollar (\$1.00) payable on demand.

## Item 6 Rent Review Dates

Not applicable.

## Item 7 Permitted Purpose

Community resource centre and uses reasonably ancillary thereto.

## Item 8 Public Liability

Twenty million dollars (\$20,000,000.00).

## Item 9 Additional terms, covenants and conditions

180

### 1. Lessor's use of Premises

The parties acknowledge and agree that the Lessor may use the conference room, meeting room, and kitchen facilities located at the Premises subject to the Lessor giving the Lessee prior notice of such use.

# Signing page

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**EXECUTED by the parties as a Deed**

2026

**THE COMMON SEAL** of the **SHIRE OF JERRAMUNGUP** was hereunto affixed by authority of a resolution of the Council in the presence of -

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Chief Executive Officer

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

**THE COMMON SEAL** of the **JERRAMUNGUP COMMUNITY RESOURCE CENTRE INC** was hereunto affixed in the presence of -

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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



12.2.9 a) Noongar Boodja Trust  
Rates Exemption Letter -  
Lot 416 Dillon Bay Road, Bremer Bay

Perpetual Trustee  
Company Limited  
ABN 42 000 001 007

9 June 2026

Martin Cuthbert  
Chief Executive Officer  
Shire of Jerramungup  
8 Vasey Street  
Jerramungup WA 6337

Sent via email only  
[rates@jerramungup.wa.gov.au](mailto:rates@jerramungup.wa.gov.au)

Australian Financial Services  
Licence No. 236643

Level 29 Exchange Plaza  
2 The Esplanade Perth  
GPO Box A3  
Perth WA 6000  
Australia  
Telephone 08 9224 4400  
Facsimile 08 9325 8144

Dear Mr Cuthbert

**Request for rates exemption for land managed by the Noongar Boodja Trust**

We write to you in our capacity as trustee for the Noongar Boodja Trust. The Noongar Boodja Trust is the special purpose charitable trust that receives, holds and manages all of the assets arising from the South West Native Title Agreement between the state of Western Australia and the Noongar People.

I write generally about the rateability of land held by the Noongar Boodja Trust, and also specifically in relation Lot 416 on P419708, which is referred to as Dillon Bay Rd Bremer Bay on the rates notice issued to the Noongar Boodja Land Sub Pty Ltd by the Shire, issued 26/05/2026, Assessment Number A160898. This Lot is Crown Reserve 54744 for the purpose of Noongar Social, Cultural and/or Economic Benefit, with a Management Order to the Noongar Boodja Trust, through its holding entity the Noongar Boodja Land Sub Pty Ltd.

The Noongar Boodja Trust is a registered charity that advances the culture, social and public welfare of Aboriginal and Torres people, specifically the Noongar People of the Noongar Nation, and in accordance with the trust deed. The Noongar Land Sub Pty Ltd is a wholly owned subsidiary of the Noongar Boodja Trust, that holds the legal title to all land and management orders on bare trust for the Noongar Boodja Trust. The Noongar Land Sub Pty Ltd is also a registered charity.

The Wagyl Kaip Southern Noongar Aboriginal Corporation is a beneficiary of the Trust and have been granted an interest in the land via a lease. The Wagyl Kaip Southern Noongar Aboriginal Corporation is also a registered charity that advances the cultural, social and public welfare of Aboriginal and Torres Strait Islander people, specifically the Wagyl Kaip and Southern Noongar people.

**Error in the Rate Record**

Section 6.26 of the Local Government Act 1995 sets out a wide range of circumstances in which land is not rateable land. Section.6.26(2)(g) provides that land is not rateable land if the land is used 'exclusively for a charitable purpose'. As the Noongar Boodja Trust (Trust), Noongar Boodja Land Sub Pty Ltd (Management Body) and Wagyl Kaip Southern Noongar Aboriginal Corporation (Lessee) are all registered charities, we maintain that Lot 416 on Deposited Plan 419708 is not rateable land on the grounds that the land is used exclusively for a charitable purpose.

The Trust holds and uses the land for the benefit of the Noongar People pursuant to the South West Native Title Settlement. The Trust is bound by its governing documents to use the land exclusively for that purpose.

Where land is used for the purpose of improving the economic position, social condition and traditional ties of an Aboriginal community, that will generally be a charitable use of the land: Shire of Derby-West Kimberley v Yungngora Association (2007) 157 LGERA 238; [2007] WASCA 233 at [54]. We confirm that the Trust uses the land exclusively for such purposes.

Pursuant to the Noongar (Koorah, Nitja, Boordahwan) (Past, Present, Future) Recognition Act 2016 (WA), the Parliament of Western Australia has expressly acknowledged the living cultural, spiritual, familial and social relationship that the Noongar People have with Noongar land (which includes the land): s 5(2)(a). The Trust's use of the land to promote and preserve the Noongar People's spiritual and cultural connections with their land is an exclusively charitable purpose.

Further, and without prejudice to the above, we note that the Trust does not use the land for any commercial purpose and derives no income from the land. Requiring the Trust to pay rates for land that is used exclusively for charitable purposes, and for which it does not derive any income, would be at odds with community expectations. We also observe that the local government would not suffer any prejudice by reason of granting this exemption given that the land was not rateable land prior to being assigned to the Trust.

We therefore respectfully request that the Shire correct the rate record to show that the Property is not rateable land and reimburse the Trust for rates paid pursuant to the Rates Notice.

Should you have any questions about our request or any related matters, we would be pleased to meet with you or your staff to assist you in making your determination in relation to our request.

Yours faithfully

A handwritten signature in black ink that reads "Vanessa Bray". The signature is written in a cursive, flowing style.

Vanessa Bray  
Property Manager – Noongar Boodja Trust  
E: [vanessa.bray@perpetual.com.au](mailto:vanessa.bray@perpetual.com.au)  
T: 08 9224 4458

10688 BORDEN-BREMER BAY RD

12.2.9 b) Map WКСN Bremer Bay R54744 - Dillon Bay Road



261 DILLON BAY RD

290 O'DEA RD

Dillon Bay Rd

0 0.5 1 2 Kilometers



NOONGAR  
BOODJA  
TRUST

WКСN Bremer Bay Reserve 54744  
Lot 416 on DP419708

Data source: Landgate / SLIP  
10/06/2026

Perpetual



Australian Government



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



THIS CERTIFIES THAT

ABN:

HAS BEEN REGISTERED BY THE

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

ON THE DATE OF

CERTIFIED BY

A handwritten signature in black ink that reads "Sue Woodward".

**Sue Woodward AM**

**Commissioner**

Australian Charities and Not-for-profits Commission





# SHIRE OF JERRAMUNGUP

## COUNCILLOR INFORMATION BULLETIN

### MAY – JUNE 2026

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## 1. DELEGATIONS

### 1.1 EXECUTIVE SERVICES

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### 1.2 COMMON SEAL

Use of Common Seal under Delegated Authority – 1 January 2026 – 30 June 2026

DATE	DOCUMENT TITLE	PARTIES TO DOCUMENT	FILE NO	DELEGATED OFFICER
2 March 2026	Contract for the Provision of Bushfire Mitigation Activities	Shire of Jerramungup Indiji Flora	GS.PR.43	Martin Cuthbert, Chief Executive Officer

### 1.3 WAIVER, GRANT CONCESSIONS OR DEBT WRITE OFF

Up to a maximum of \$500 or maximum of \$20 in respect to rates and service charges

DATE	OFFICER	DESCRIPTION	PERSONS AFFECTED/DEBTOR NO.

### 1.4 CEO DONATIONS

Approve sundry donations to the value of \$250. In assessing applications for the sundry donations, the assessor must apply the assessment criteria as outlined within Administration Policy 5: Donations 1 January 2026 – 30 June 2026

DATE	OFFICER	PERSON/ORGANISATION	DESCRIPTION
30 April 2026	Chief Executive Officer	Bremer Bay Community Resource Centre	CEO Donation of \$250 for Biggest Morning Tea fundraiser
17 April 2026	Chief Executive Officer	Jerramungup Community Resource Centre	CEO Donation of \$250 for Biggest Morning Tea fundraiser

## DELEGATIONS

## 1.5 PLANNING – MAY

Planning application decisions under delegated authority up to 31 May 2026.

LODGED	APPLICATION NO.	OFFICER	OWNER	APPLICANT (If Different from Owner)	DESCRIPTION	ADDRESS	DELEGATED DECISION	DECISION DATE
29/01/2026	P26-008	Richard Hindley	BVA Investments Pty Ltd	Moss Designs	Proposed New Dwelling and Shed	Lot 1 Bremer Bay Rd, BREMER BAY 6338	Approved	01/05/2026
14/04/2026	P26-017	Richard Hindley	Christopher & Wendy Obst		Proposed Short Term Holiday Accommodation	10 Agnes Place, BREMER BAY 6338	Approved	08/05/2026
13/04/2026	P26-019	Richard Hindley	Mandy & Andrew King	MRN Group T/A TR Homes	(Lot 340) Single Dwelling, Carport, Verandah, Alfresco	Lot 1 Bremer Bay Rd, BREMER BAY 6338	Approved	11/05/2026
21/04/2026	P26-020	Richard Hindley	Jenny-Anne Gliddon & Bradley Tapscott		Proposed Animal Establishment – 8 Sheep	Lot 770 Freeman Drive, BREMER BAY 6338	Approved	11/05/2026
29/04/2026	P26-022	Richard Hindley	BVA Investments Pty Ltd	Robert & Cheryl Maroni	Proposed Single Storey Dwelling	Lot 1 Bremer Bay Rd, BREMER BAY 6338	Approved	01/05/2026
29/04/2026	P26-023	Richard Hindley	Roy James Weatherall Mellows		Construction of Residential Dwelling	29 Emma Street, BREMER BAY 6338	Approved	11/05/2026
30/04/2026	P26-024	Richard Hindley	Christina Harding	Pique Mod PTY LTD T/AS Fox Modular	Construction of Worker's Accommodation	7414 Gnowangerup-Jerramungup Road, NEEDILUP 6336	Approved	12/05/2026
04/05/2026	P26-027	Richard Hindley	Buckenara Pty Ltd		Proposed Single Storey Dwelling	4733 Swamp Road, BREMER BAY 6338	Approved	11/05/2026

## 1.6 BUILDING AND DEMOLITION – MAY

Building application decisions under delegated authority up to 31 May 2026.

LODGED	APPLICATION NO.	OFFICER	OWNER	APPLICANT (If Different from Owner)	DESCRIPTION	ADDRESS	DELEGATED DECISION	DECISION DATE
19/03/2026	BP26-010	Martin Cuthbert	Peter & Michele Brown	La Rosa Constructions WA	Alterations and Additions	25 Osprey Court, BREMER BAY 6338	Approved	21/05/2026
14/04/2026	BP26-014	Martin Cuthbert	Andrew Deen & June McDonald		Single Storey Dwelling	Lot 45 Native Dog Beach Road, BREMER BAY 6338	Approved	15/05/2026
12/05/2026	BP26-015	Martin Cuthbert	Christina Jane & Wesley George Harding	Pique Mod Pty Ltd	Worker's Accommodation with Kitchen and Laundry	7414 Gnowangerup-Jerramungup Road, NEEDILUP 6336	Approved	29/05/2026
01/05/2026	BP26-017	Martin Cuthbert	Benjamin Ross & Dallas Marie & Ross Joseph Lewis	Poett Building Co. Pty Ltd	Two-Storey Dwelling	44 Margaret Street, BREMER BAY 6338	Approved	19/05/2026
07/05/2026	BP26-019	Martin Cuthbert	Simone Mitchell	Zane Mitchell	Construction of Single Storey Ancillary Dwelling	6 Peppy Avenue, BREMER BAY 6338	Approved	22/05/2026
29/04/2026	CP26-000	Richard Hindley	Robert & Cheryl Maroni		Lime Rubble Crossover	62 Bremer Bay Road, BREMER BAY 6338	Approved	06/05/2026
27/05/2026	CP26-001	Richard Hindley	Todd & Rebecca Jefferis		Crossover Permit	42 (Lot 356) Blossoms Avenue, BREMER BAY 6338	Approved	28/05/2026

**1.7 BUILDING APPROVAL CERTIFICATES AND OCCUPANCY CERTIFICATES**

**Reg 30 (1) (c) Caravan Parks and Camping Grounds Regulations 1997**

LODGED	APPLICATION NO.	OFFICER	OWNER	APPLICANT (If Different from Owner)	DESCRIPTION	ADDRESS	DELEGATED DECISION	DECISION DATE
Nil								

**1.8 APPROVAL TO CONSTRUCT AN ANNEXE OR RELOCATE A PARK HOME**

**Reg 30 (1) (c) Caravan Parks and Camping Grounds Regulations 1997**

LODGED	APPLICATION NO.	OFFICER	OWNER	APPLICANT (If Different from Owner)	DESCRIPTION	ADDRESS	DELEGATED DECISION	DECISION DATE
Nil								

## 2. COUNCIL RESOLUTION STATUS REPORT

Register of Council resolutions progress report updated 15 June 2026.

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	COMPLETED
26/06/24	Concerns with WACHS Nursing Staff	OCM240618	<p>That Council resolves that the Chief Executive Officer write to the WA Country Health Service (WACHS) to:</p> <ol style="list-style-type: none"> <li>1. Express the Shire's concerns relating to the continuity and retention of critical nursing staff within the region;</li> <li>2. Advise WACHS that it is the view of the Council that the current staffing arrangements are causing unreasonable and unsustainable fatigue and stress on community volunteers who are required to provide emergency services to the community during periods when WACHS staff are unavailable; and</li> <li>3. Encourage WACHS to investigate incentives to help retain and attract nursing staff to and in the region.</li> </ol>	A/CEO	A/CEO met with a WACHS representative and received positive update which addressed issues in Council's resolution. Subsequently a letter has not been sent to WACHS. Ongoing Councillor briefings. Director of Nursing gave update on nursing staff at LEMC meeting held 9/06/2025. WACHS have advertised for permanent staff. Shire has been included in distribution list of nursing roster.	Ongoing
23/10/24	Financial Management Systems Review – Audit Report	OCM241003	That Council ADOPT the recommendations of the Audit Committee to receive the report prepared by Australian Audit on the appropriateness and effectiveness of the Shire of Jerramungup's systems and procedures in relation to financial management.	CEO		Ongoing

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	DATE COMPLETED
23/10/24	CEO Review of Systems and Procedures (Reg 17)	OCM241004	That Council ADOPT the recommendations of the Audit Committee to: 1. Accept the Chief Executive Officer's Regulation 17 review of the appropriateness and effectiveness of the Shire of Jerramungup systems and procedures in relation to risk management, internal control and legislative compliance, and 2. Request that the Chief Executive Officer provide regular updates to the Audit Committee on the progress of the recommendations for improvement identified as part of the review.	CEO		Ongoing
27/11/24	Delivery of Waste Services	OCM241112	That COUNCIL: - Seek formal quotations for the services generally in accordance with the Tender Documents from select suppliers under the provisions of section 11 (2) (c) of the Local Government (Functions and General Regulations) 1996.	DCEO		In progress
1/10/25	Proposed Modification to Reserve Management Orders – Reserve 51949	OCM250906	That Council request the Minister under Section 46(2) of the <i>Land Administration Act 1997</i> to add a power to lease for 21 years to Reserve 51949.	MoD	Request has been sent to DPLH	In progress
29/10/25	Adoption Subject to Modification – Structure Plan – Lot 9500 Borden-Bremer Bay Road, Bremer Bay	OCM251006	That Council support, in accordance with Clause 20(1)(c) and 20(2) of the Deemed Provisions, that the Proposed Structure Plan for Lot 9500 Borden-Bremer Bay Road, Bremer Bay should be supported by the Commission subject to modifications: (a)-(k).	MoD	Lodged with DPLH	In progress

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	DATE COMPLETED
26/11/25	Disposition of Interest in Property – Portion Reserve 51778 Pt. Lot 9001 Bremer Bay Road/ Seadragon Avenue, Bremer Bay	OCM251108	That Council: <ol style="list-style-type: none"> <li>1. Formally relinquish its interest in the 3,500m2 parcel of land described as Portion Reserve 51778 Pt. Lot 9001 Bremer Bay Road/Seadragon Avenue, Bremer Bay, identified on Diagram 1.</li> <li>2. Surrender Management Order M847850 and M847851 as set out on Certificate of Title Volume LR3164 Folio 965 in relation to Reserve 51778 over the portion of land to be excised, as identified in Diagram 1.</li> </ol>	MoD	In progress	In progress
17/12/25	Proposed Road Dedication – Proposed Lots 501 and 502 Borden-Bremer Bay Road, Boxwood Hill	OCM251209	That Council: <ol style="list-style-type: none"> <li>1. Request the Minister of Lands to dedicate a portion of Lot 47 and a portion of UCL proposed as lots 501 and 502 Borden-Bremer Bay Road, Boxwood Hill as road reserve under Section 56(1)(a) of the <i>Land Administration Act 1997</i>.</li> <li>2. Instruct the Chief Executive Officer: <ol style="list-style-type: none"> <li>a) To provide public notice seeking submissions on the proposal to dedicate proposed lots 501 and 502 Borden-Bremer Bay Road, Boxwood Hill pursuant to Section 56 of <i>Land Administration Act 1997</i> and Regulation 8 of <i>Land Administration Regulations 1998</i>; and</li> <li>b) Consider and respond to any submissions or objections received.</li> </ol> </li> <li>3. Advise the Minister of Lands that in accordance with Section 56(4) of the <i>Land Administration Act 1997</i> that the Shire recognises that it is liable to indemnify the Minister against any claim for compensation in an amount equal to the amount of all costs and expenses reasonably incurred by the Minister in considering and granting the request.</li> </ol>	MoD	Advertising to commence shortly.	In progress

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	DATE COMPLETED
25/02/26	Draft Lease – 3 Spitfire Avenue, Jerramungup	OCM260110	That COUNCIL: <ol style="list-style-type: none"> <li>1. Enter into the proposed lease (as per Attachment 12.2.6 a)) with Purple Butterfly Pty Ltd Trading as Skylar Early Learning for a term of five (5) years commencing from 1 January 2026.</li> <li>2. Delegates authority to the Shire President and Chief Executive Officer to execute and affix the Common Seal of the Shire of Jerramungup to the lease agreement between the Shire of Jerramungup and Purple Butterfly Pty Ltd Trading As Skylar Early Learning.</li> <li>3. Authorises the Chief Executive Officer to seek Ministerial approval for the proposed lease once the document has been fully executed.</li> </ol>	AM	Lease to be executed and lodged for Ministerial approval. Pending power to lease provision refer March OCM.	In progress
25/02/26	Proposed Bush Fire Brigades Local Law – Re-Commencement	OCM260114	That – <ol style="list-style-type: none"> <li>1. In accordance with the <i>Local Government Act 1995</i> s.3.12(2) and (3) and all other legislation enabling it, local public notice be given that Council intends to make a Bush Fire Brigades Local Law, and inviting submissions for a minimum six week period – Purpose – to revoke the <i>Shire of Jerramungup Bylaws Relating to the Establishment, Maintenance and Equipment of Bush Fire Brigades</i> published in the Government Gazette on 13 July 1990, and make provisions for establishment, management and administration of Bush Fire Brigades in accordance with the <i>Bush Fires Act 1954</i>. Effect – to align the requirements for Bush Fire Brigades with legislation and local practice.</li> <li>2. In accordance with the <i>Local Government Act 1995</i> s.3.12(3), copies of the proposed local law be – <ul style="list-style-type: none"> <li>- Sent to the CEO of the Department of Local Government, Industry Regulation and Safety, and the Commissioner for Fire and Emergency Services;</li> <li>- Made available to any other person requesting a copy.</li> </ul> </li> </ol>	EAO	Local Public Notice closed. No submissions received.	In progress

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	COMPLETED
25/02/26	Proposed Dogs Local Law – Re-Commencement	OCM260115	<p>That –</p> <ol style="list-style-type: none"> <li>In accordance with the <i>Local Government Act 1995</i> s.3.12(2) and (3) and all other legislation enabling it, local public notice be given that Council intends to make a Dogs Local Law, and inviting submissions for a minimum six (6) week period – Purpose – to make provisions about the impounding, the number that may be kept on premises, the manner of keeping dogs and create offences for non-compliance. Effect – to repeal the existing Dogs Local Law published in the Government Gazette on 7 February 2003 and provide for the controls of dogs within the district and impose penalties for non-compliance.</li> <li>In accordance with the <i>Local Government Act 1995</i> s.3.12(3), copies of the proposed local law be – <ul style="list-style-type: none"> <li>Sent to the CEO of the Department of Local Government, Industry Regulation and Safety;</li> <li>Made available to any other person requesting a copy.</li> </ul> </li> </ol>	EAO	Local Public Notice closed. No submissions received.	In progress.
25/02/26	Proposed Dust, Sand and Erosion Local Law – Re-Commencement	OCM260116	<p>That –</p> <ol style="list-style-type: none"> <li>In accordance with the <i>Local Government Act 1995</i> s.3.12(2) and (3) and all other legislation enabling it, local public notice be given that Council intends to make a Dust, Sand and Erosion Local Law, and inviting submissions for a minimum six (6) week period – Purpose – to repeal the <i>Shire of Jerramungup Dust and Sand Local Law 2011</i>, and make provisions about the control of dust and sand, and activities causing erosion on land and create offences for non-compliance. Effect – to provide for the controls of activities creating a nuisance from dust and sand, and those which may cause erosion, and impose penalties for non-compliance.</li> <li>In accordance with the <i>Local Government Act</i> s.3.12(3), copies of the proposed local law be –</li> </ol>	EAO	Local Public Notice closed. No submissions received.	In progress.

			<ul style="list-style-type: none"> <li>- Sent to the CEO of the Department of Local Government, Industry Regulation and Safety;</li> <li>- Made available to any other person requesting a copy.</li> </ul>			
25/02/26	Proposed Fencing Local Law – Re-Commencement	OCM260117	<p>That –</p> <ol style="list-style-type: none"> <li>1. In accordance with the <i>Local Government Act 1995</i> s.3.12(2) and (3) and all other legislation enabling it, local public notice be given that Council intends to make a Fencing Local Law, and inviting submissions for a minimum six (6) week period – Purpose – to prescribe sufficient fences, the standard for construction of fences and create offences for non-compliance. Effect – to establish the minimum requirements for fencing, provide for permitted and prohibited fencing, and create offences for non-compliance.</li> <li>2. In accordance with the <i>Local Government Act 1995</i> s.3.12(3), copies of the proposed local law be – <ul style="list-style-type: none"> <li>- Sent to the CEO of the Department of Local Government, Industry Regulation and Safety;</li> <li>- Made available to any other person requesting a copy.</li> </ul> </li> </ol>	EAO	Local Public Notice closed. One submission received.	In progress.
25/02/26	Proposed Parking and Parking Facilities Amendment Local Law – Re-Commencement	OCM260118	<p>That –</p> <ol style="list-style-type: none"> <li>1. In accordance with the <i>Local Government Act 1995</i> s.3.12(2) and (3) and all other legislation enabling it, local public notice be given that Council intends to make a Parking and Parking Facilities Amendment Local Law, and inviting submissions for a minimum six (6) week period – Purpose – to make amendments to the local law updating for use of disability parking permits, and modified penalties. Effect – to amend references to be consistent with legislation, and increase offences for non-compliance.</li> <li>2. In accordance with the <i>Local Government Act 1995</i> s.3.12(3), copies of the proposed local law be – <ul style="list-style-type: none"> <li>- Sent to the CEO of the Department of Local Government, Industry Regulation and Safety;</li> <li>- Made available to any other person requesting a copy.</li> </ul> </li> </ol>	EAO	Local Public Notice closed. No submissions received.	In progress.

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	DATE COMPLETED
25/02/26	Proposed Animals, Environment and Nuisance Local Law – Re-Commencement	OCM260119	<p>That –</p> <ol style="list-style-type: none"> <li>In accordance with the <i>Local Government Act 1995</i> s.3.12(2) and (3) and all other legislation enabling it, local public notice be given that Council intends to make an Animals, Environment and Nuisance Local Law, and inviting submissions for a minimum six (6) week period – Purpose – to provide for the regulation, control and management of animals and the prevention of environmental damage and nuisances. Effect – to establish the requirements with which any person keeping animals, or undertaking activities that have the potential to impact the environment or create nuisance must comply.</li> <li>In accordance with the <i>Local Government Act 1995</i> s.3.12(3), copies of the proposed local law be – <ul style="list-style-type: none"> <li>Sent to the CEO of the Department of Local Government, Industry Regulation and Safety;</li> <li>Made available to any other person requesting a copy.</li> </ul> </li> </ol>	EAO	Local Public Notice closed. No submissions received.	In progress.
25/03/26	Proposed Lease – Reserve 26384 (7 Mary Street, Bremer Bay)	OCM260308	<p>That Council:</p> <ol style="list-style-type: none"> <li>Approves the disposition of 7 Mary Street, Bremer Bay, by way of lease to ETA Pharmacies Group Pty Ltd for the purpose of operating a Pharmacy;</li> <li>Authorises the Chief Executive Officer to seek a valuation;</li> <li>Endorses a rent-free period of three (3) years;</li> <li>Authorises the Chief Executive Officer to advertise the proposed disposition in accordance with Section 3.58 of the <i>Local Government Act 1995</i> and, subject to no significant objections being received, draft a lease agreement with ETA Pharmacies Group Pty Ltd; and</li> <li>Endorses a proposed lease term of five (5) years, with a further term at Council’s discretion.</li> </ol>	AM	Advertising in progress. Agenda report June OCM.	In progress

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	DATE COMPLETED
22/04/26	Proposed Public Places and Local Government Property Local Law Re-Commencement	OCM2604	<p>That –</p> <ol style="list-style-type: none"> <li>1. In accordance with the <i>Local Government Act 1995</i> s.3.12(2) and (3) and all other legislation enabling it, local public notice be given that Council intends to make a Public Places and Local Government Property Local Law, and inviting submissions for a minimum six (6) week period – Purpose – to make provisions for the management of public places, thoroughfares and all local government property and repeal –               <ol style="list-style-type: none"> <li>(a) The Shire of Jerramungup <i>By-Laws Relating to Reserves and Foreshores</i> published in the <i>Government Gazette</i> on 1 December 1989;</li> <li>(b) <i>Shire of Jerramungup Beach Access Local Law 1997</i> published in the <i>Government Gazette</i> 15 August 1997; and</li> <li>(c) <i>Shire of Jerramungup Local Government Property Local Law</i> published in the <i>Government Gazette</i> on 2 December 2005.</li> </ol>               Effect – to repeal existing local laws, establish necessary controls for public places, thoroughfares and local government property, provide for permitted and prohibited use and activities, and create offences for non-compliance.             </li> <li>2. In accordance with the <i>Local Government Act 1995</i> s.3.12(3), copies of the proposed local law be-               <ul style="list-style-type: none"> <li>- Sent to the CEO of the Department of Local Government, Industry Regulation and Safety;</li> <li>- Made available to any other person requesting a copy.</li> </ul> </li> </ol>	CEO	Advertised for public consultation	In progress

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	DATE COMPLETED
22/04/26	Representation on Committees and Working Parties/ Groups	OCM2604	That Council adopt the new schedule for delegates to Committees of Council as listed.  That Council approves the nomination of the following Elected Members to the external Committees/ Organisations as detailed below.	CEO	Notified committees of delegates	Completed
22/04/26	Shire Rebrand – Adoption of New Shire Logo	OCM2604	That Council: <ol style="list-style-type: none"> <li>1. Adopt Concept number 2D, from Attachment a) Logo Concepts, as the official logo for the Shire of Jerramungup;</li> <li>2. Adopt the tagline “Discover Diversity” as the official tagline of the Shire of Jerramungup; and</li> <li>3. Endorse a phased implementation of the new logo and brand identity, with associated costs to be considered through the annual budget process.</li> </ol>	CEO	Endorsed	Completed
27/05/26	Review of Meeting Attendance and Member Allowances 2026/2027	OCM260504	That Council, by an Absolute Majority, endorse the following annual allowances and meeting attendance fees in the 2026/2027 Annual Budget, to be paid annually in October: <ol style="list-style-type: none"> <li>1. Annual Attendance Fee of \$8,681 per Councillor.</li> <li>2. Annual President’s Attendance Fee of \$17,843.</li> <li>3. An Annual ICT/Telecommunications Allowance of \$1,000 to all Councillors and the Shire President.</li> <li>4. A Presidential Allowance of \$18,327 per annum. A Deputy Presidential Allowance of \$4,581 per annum.</li> </ol>	DCEO		Completed
27/05/26	Superannuation Payments for Council Members	OCM260505	That Council, by an Absolute Majority, effective 1 July 2026, regarding Superannuation Payments for Council Members, and pursuant to <i>Local Government Amendment Act 2024</i> and new sections 5.99B to 5.99E of the <i>Local Government Act 1995</i> : <ol style="list-style-type: none"> <li>1. Agrees to make superannuation contribution payments to its Council Members who opt in by providing written notice to the Chief Executive Officer;</li> </ol>	DCEO		Completed

			2. Agrees not to make a superannuation contribution if a Council member opts out by providing written notice to the Chief Executive Officer.			
27/05/26	Proposed Local Planning Policy – Unhosted Short Term Rental Accommodation	OCM260506	That Council, in accordance with Clause 4 of the Deemed Provisions (set out in the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> Schedule 2), prepare the Local Planning Policy – Unhosted Short Term Rental Accommodation as contained in Attachment 12.3.1a).	MoD		In progress
27/05/26	Amended Local Planning Policy 16 – Outbuildings	OCM260507	The Council, in accordance with Clause 5(1) and (2) of the Deemed Provisions (set out in the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> Schedule 2), amend Local Planning Policy 16 – Outbuildings as contained in Attachment 12.3.2a).	MoD		In progress
27/05/26	Amended Local Planning Policy 18 – Point Henry Fire Management	OCM260508	That Council, in accordance with Clause 5(1) and (2) of the Deemed Provisions (set out in the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> Schedule 2), amend Local Planning Policy 18 – Point Henry Fire Management as contained in Attachment 12.3.3a).	MoD		In progress
27/05/26	Amended Local Planning Policy 17 – Water Conservation	OCM260509	That Council, in accordance with Clause 5(1) and (2) of the Deemed Provisions (set out in the <i>Planning and Development (Local Planning Schemes) Regulations 2015</i> Schedule 2), amend Local Planning Policy 17 – Water Conservation as contained in Attachment 12.3.4a)	MoD		In progress
27/05/26	Great Southern Treasures – Bloom Festival 2026	OCM260511	That Council: 1. Notes that the Great Southern Treasures (GST) Service Level Agreement with Australia’s South West (ASW) will cease on 30 June 2026 and will not be renewed; and Approves the inclusion of \$2,000 within the 2026/2027 Draft Budget as the Shire’s contribution toward the delivery of the 2026 Bloom Festival.	CEO		Completed

COUNCIL RESOLUTIONS						
MEETING DATE	REPORT TITLE	RESOLUTION NO.	RESOLUTION	RESPONSIBLE OFFICER	CURRENT STATUS	DATE COMPLETED
27/05/26	Policy Manual Review – Finance	OCM260512	That Council, pursuant to section 2.7(2)(b) of the <i>Local Government Act 1995</i> , reaffirm the continued application and operation of each of the following current Council Policies as amended in the report and attached to this report for a further year or such earlier date as Council may determine from time to time: FP1 – Accounting for Non-Current Assets Policy FP2 – Debt Recovery Policy FP3 – Investments Policy FP4 – Capital Sport and Recreation Grants Policy FP5 – Transaction Cards Policy FP6 – Procurement of Goods and Services Policy FP7 – Concessions on Farming Properties Occupied by Pensioners/Seniors Policy FP8 – Financial Hardship Policy FP9 – Portable and Attractive Items Policy FP10 – Asset Management Policy FP11 – Financial Hardship During a Declared State of Emergency Policy FP12 – Contract Management Policy	EAO	Update Corporate Documents Register and Website	In progress
12.4.4	Policy Manual Review – Administration	OCM260513	That Council, pursuant to section 2.7(2)(b) of the <i>Local Government Act 1995</i> , reaffirm the continued application and operation of each of the following current Council Policies as amended in the report and attached to this report for a further year or such earlier date as Council may determine from time to time: AP1 – Equal Opportunity Policy AP2 – Payments to Employees in Addition to Contract or Award (Gratuities) Policy AP3 – Regional Price Preference Policy AP4 – Records Management Policy AP5 – Donations Policy AP6 – Council Housing and Staff Accommodation Policy	EAO	Update Corporate Documents Register and Website	In progress

			AP8 – Complaint Handling Policy AP9 – Risk Management Policy AP10 – Grievance Policy AP11 – Misconduct, Fraud and Corruption Resilience Policy AP12 – Related Party Disclosure Policy AP13 – Citizenship Ceremonies Dress Code Policy AP14 – Child Safe Awareness Policy AP15 – Whistleblower Policy AP16 – Legislative Compliance Policy AP17 – Internal Control Policy AP18 – Employees Housing Allowance Policy AP19 – Employer Superannuation Contributions Policy AP20 – Use of Artificial Intelligence (AI) Policy AP21 – Privacy and Responsible Information Sharing Policy											
15.0	Alteration to the 2026 Council Meeting Schedule	OCM260515	That Council, with respect to the 2026 Ordinary Meeting of Council Schedule: 1. Approve the following rescheduling of Ordinary Meeting of Council dates for August: <table border="1" data-bbox="772 815 1402 911"> <thead> <tr> <th>DAY</th> <th>DATE</th> <th>TIME</th> <th>VENUE</th> </tr> </thead> <tbody> <tr> <td>Tuesday</td> <td>1 September 2026</td> <td>1.00pm</td> <td>Bremer Bay Hall</td> </tr> </tbody> </table>	DAY	DATE	TIME	VENUE	Tuesday	1 September 2026	1.00pm	Bremer Bay Hall	EAO		Completed
DAY	DATE	TIME	VENUE											
Tuesday	1 September 2026	1.00pm	Bremer Bay Hall											
			2. Request that the Chief Executive Officer or his authorised officer advertise the approved dates by Public Notice and on the Shire of Jerramungup website and social media sites.											

### 3. CEO MEETINGS OF SIGNIFICANCE – MAY - JUNE 2026

MEETING DATE	LOCATION	DEPARTMENT	PURPOSE
26 May 2026	Jerramungup	Department of Fire & Emergency Services	South East Fire Working Group Meeting
15 June 2026	Jerramungup	All Staff	Psychosocial Hazard Training
17 June 2026	Whole of Shire	Council	Road Tour for budget purposes
19 June 2026	Cranbrook	WALGA	Great Southern Zone Meeting



**ATTACHED  
UNDER SEPARATE COVER**

## **12.4.2 Public Health Plan**





**SHIRE OF JERRAMUNGUP**  
**AUDIT, RISK AND IMPROVEMENT COMMITTEE**  
**TERMS OF REFERENCE**

**STATUTORY CONTEXT**

*Local Government Act 1995*

Part 5, Division 2

Part 7, – Audit

*Local Government (Audit) Regulations 1996*

**ESTABLISHMENT**

**Objectives**

To exercise responsibility for the annual external audit and liaise with the local government's auditor so that Council can be satisfied with the performance of the local government in managing its financial affairs.

To assist Council in discharging its legislative responsibilities of controlling the local government's affairs, determining the local government's policies pertaining to its finances and overseeing at a strategic level the allocation of the local government's finances and resources.

To ensure openness in the local government's financial reporting and to liaise with the Chief Executive Officer to ensure the effective and efficient management of the local government's financial accounting systems and compliance with legislation.

**Purpose**

The purpose of the Terms of Reference is to:

1. Facilitate the operation of the Audit, Risk and Improvement Committee (the Committee);
2. Support the Council in fulfilling its responsibilities in relation to:
  - a) Risk management systems;
  - b) Internal control structure;
  - c) Financial reporting;
  - d) Compliance with laws and regulations;
  - e) Internal and external audit functions; and
  - f) The effective communication between the auditor, the Chief Executive Officer (CEO) and the Council.

## Membership

The membership criteria of the Committee is set out below:

- The Committee shall consist of three (3) Elected Members and two (2) independent Members who will act as the Presiding Member and Deputy of the Presiding Member. All Members shall have full voting rights.
- The CEO and Shire employees are not Members of the Committee.
- The CEO and/or their nominee is to attend all meetings to provide advice and guidance to the committee.
- The Shire shall provide secretarial and administrative support to the Committee.
- The Council will appoint all Members of the Committee.
- Members shall be appointed for a period of up to two (2) years, terminating on the day of the Local Government Ordinary Council Elections, unless Council resolves otherwise.
- The Presiding Member and Deputy of the Presiding Member will be nominated by the Committee, biennially after the Local Government Ordinary Council Elections, for endorsement by Council.  
  
\*The first independent Presiding Member and Deputy of the Presiding Member will be elected after the adoption of these Terms of Reference, with a term concluding October 2027, after the Ordinary Council Elections.
- The quorum at any meeting shall be three (3) voting Members, including at least one independent Member.
- Committee Members are required to abide by the *Local Government Act 1995* and Code of Conduct in observing the requirements of declaring any proximity, financial or impartiality interests that relate to any matter to be considered at each meeting.

## Chairperson

The Independent Presiding Member shall be the Chairperson. In the absence of the Independent Presiding Member, the Independent Deputy of the Presiding Member shall be the Chairperson.

## Voting

A minimum of three (3) Members must be present to be able to proceed with the meeting (a quorum is 50%+1 (voting Members)).

All Members are required to vote and may not abstain from voting.

## Disqualification of Being a Member

A Member who does not attend three (3) consecutive Committee meetings (with or without the Chairperson's approval) will be disqualified from being a Member on the Committee (unless exceptional circumstances prevented attendance). Council will be required to appoint an alternative Councillor to the Committee and a vacant community Member's position will be advertised.

All Members are permitted to vote on any item presented for consideration. Should there be a tied vote the Chairperson will cast the deciding vote.

## Meetings

The Committee shall meet three (3) times per year, or more regularly as required, at the discretion of the Presiding Member of the Committee, the Shire President or the CEO, with all Members expected to attend each meeting in person. Electronic attendance is permitted where a Member is unable to be present in person, however the Presiding Member and CEO must be informed of this at least 24 hours prior to the meeting. Elected Members who are not part of the Committee are invited to observe meetings, however they are not entitled to participate. The CEO, or their delegate, together with the Deputy CEO, shall attend all meetings to provide advice and guidance to the Committee, however the CEO and employees are not members of the Committee. The CEO will invite members of management, internal and external auditors or others to attend meetings as observers and to provide pertinent information, as necessary.

The Members of the Committee are to elect an independent Presiding Member at the first meeting of the Committee following the adoption of these Terms of Reference, then at the first meeting after each Ordinary Local Government Election. The Presiding Member will preside at all meetings. In their absence, the Deputy of the Presiding Member will assume the Presiding Member role for that meeting.

Each Member of the Committee at a meeting will have one vote. The Presiding Member will have a casting vote and a simple majority will prevail. A Committee recommendation does not have effect unless it has been made by simple majority. A simple majority is the agreement of not less than half of the members present at the meeting.

Meeting agendas will be prepared and provided at least three days in advance to Members, along with appropriate briefing materials. Minutes will be taken at each meeting and presented to the subsequent meeting for confirmation. Reports and recommendations of each Committee meeting shall be presented to the next appropriate Ordinary Council Meeting, which may not be meetings held on the same day.

Audit Risk and Improvement Committee meetings are generally open to the public unless the Presiding Member or CEO deem it necessary to proceed behind closed doors pursuant to section 5.23 of the *Local Government Act 1995*.

## Role and Scope of Committee

### Financial Reporting

- Review significant accounting and reporting issues, including complex or unusual transactions and highly judgmental areas, and recent accounting, professional and regulatory pronouncements, and legislative changes, and understand their effect on the financial report.
- Review with management and the external auditors the results of the audit, including any difficulties encountered.
- Review the annual financial report and performance report of the Shire of Jerramungup and consider whether it is complete, consistent with information known to the committee members, and reflects appropriate accounting principles.
- Review with management and the external auditors all matters required to be communicated to the Committee under the Australian Auditing Standards.
- Review the draft Annual Financial Statements and recommend the adoption of the Annual Financial Statements to Council, in accordance with the timeframes as prescribed.
- Review the mid-year budget review and recommend the adoption of this to Council.

### Business Continuity

- Assess whether a sound and effective approach has been followed in establishing the Shire's business continuity planning arrangements, including whether business continuity and disaster recovery plans have been periodically updated and tested.

## Risk Management

- Review whether management has in place a current and comprehensive risk management framework and associated procedures for effective identification and management of the Shire's business and financial risks, including fraud.
- Assess whether a sound and effective approach has been followed in managing the Shire's major risks including those associated with individual projects, program implementation, and activities.
- Assess the impact of the Shire's risk management framework on its control environment and insurance arrangements.
- Review the process of developing and implementing the Shire's fraud control arrangements and satisfy itself the Shire has appropriate processes and systems in place to detect, capture and effectively respond to fraud-related information.
- Oversight in the areas of risk management, internal control and legislative compliance in accordance with the *Local Government (Audit) Regulations 1996* r.17.

## Internal Control

- Review whether management's approach to maintaining an effective internal control framework is sound and effective.
- Review whether management has in place relevant policies and procedures and that they are periodically reviewed and updated.
- Assess whether the appropriate processes are in place to assess, at least once a year, whether key policies and procedures are complied with.
- Review whether appropriate policies and supporting procedures are in place for the management and exercise of delegations.
- Consider how management identifies any required changes to the design or implementation of key internal controls.

## Compliance

- Review the processes that track the effectiveness of compliance monitoring systems with legislation and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of non-compliance.
- Keep informed of the findings of any examinations by regulatory agencies and any auditor (internal or external) observations and monitor management's response to those findings.
- Obtain regular updates from management about compliance matters.
- Review the annual Compliance Audit Return and report to the Council the results of the review.

## Audit

- Note the auditor's proposed audit scope and approach for financial performance audits.
- Consider the findings and recommendations of relevant Management Letters undertaken by the external auditor and ensure the Shire implements relevant recommendations.
- Review all audit reports and provide advice to the Council on significant issues identified in audit reports and action to be taken on issues raised, including identification and dissemination of good practice.
- Provide an opportunity for the Committee to meet with the external auditors to discuss any matters that the Committee or the external auditors believe should be discussed privately.
- Annually review the performance of external audit including the level of satisfaction with external audit function.
- Monitor management's implementation of audit recommendations.

**Reporting Responsibilities**

- Report regularly to the Council about the Committee's activities, issues, and related recommendations through circulation of minutes.
- Monitor that open communication between the external auditor and the Shire's management occurs.

**Other Responsibilities**

- Perform other activities related to these Terms of Reference as requested by the Council.
- Annually review and assess the adequacy of the Terms of Reference, request Council approval for proposed changes, and ensure appropriate disclosure as might be required by legislation or regulation

**Confidentiality**

Members must maintain the confidentiality of information acquired during their tenure on the Committee and must not use the information for personal gain or to the detriment of the local government.



**ATTACHED  
UNDER SEPARATE COVER**

#### **12.4.4 Delegation Register Review**