

TOWN OF COTTESLOE



ATTACHMENTS

AGENDA FORUM – 21 MAY 2024
ORDINARY COUNCIL MEETING – 28 MAY 2024

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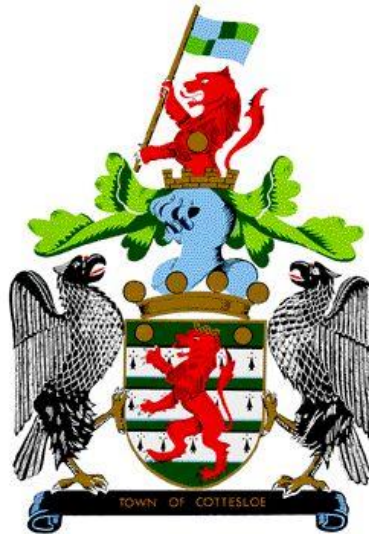
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TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.1A:
AGENDA ATTACHMENT - MONTHLY FINANCIAL
REPORT 1 JULY 2023 TO 31 MARCH 2024**

TOWN OF COTTESLOE



MONTHLY FINANCIAL STATEMENTS

FOR THE PERIOD 1 JULY 2023 TO 31 MARCH 2024

PRESENTED TO THE COUNCIL MEETING
ON 28 MAY 2024

TOWN OF COTTESLOE
MONTHLY FINANCIAL REPORT
For the Period Ended 31 March 2024

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

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Town of Cottesloe
Compilation Report
For the Period Ended 31 March 2024

Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34 .

Overview

Summary reports and graphical progressive graphs are provided as part of the the Monthly Summary Information. No matters of significance are noted.

Statement of Financial Activity by reporting program

This shows a surplus as at 31 March 2024 of \$5,653,787.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary.

Preparation

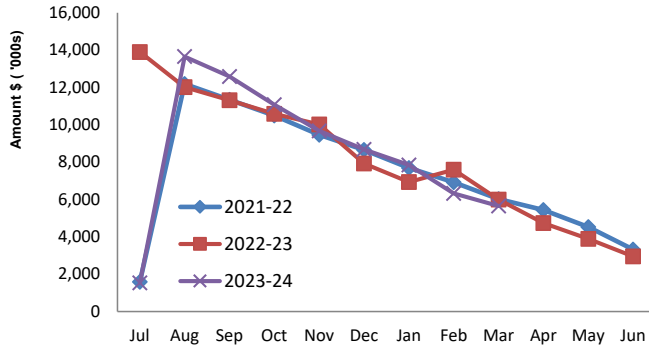
Prepared by: Wayne Richards

Reviewed by: Shane Collie

Date prepared: 26/04/2024

Town of Cottesloe
Monthly Summary Information
 For the Period Ended 31 March 2024

Liquidity Over the Year (Refer Note 3)



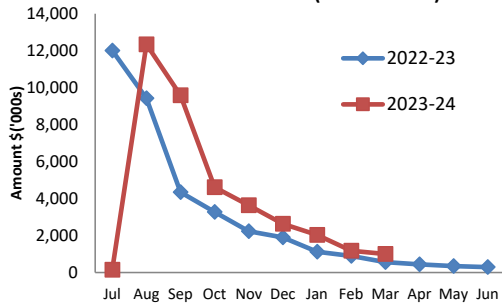
**Cash and Cash Equivalents
as at period end**

Unrestricted	\$ 5,687,492
Restricted	\$ 9,206,896
	\$ 14,894,388

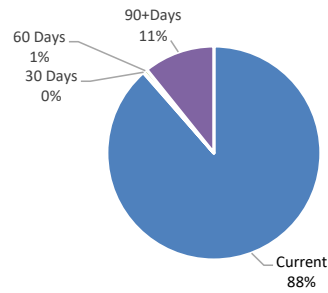
Receivables

Rates	\$ 1,000,587
Other	\$ 1,572,067
	\$ 2,572,654

Rates Receivable (Refer Note 6)



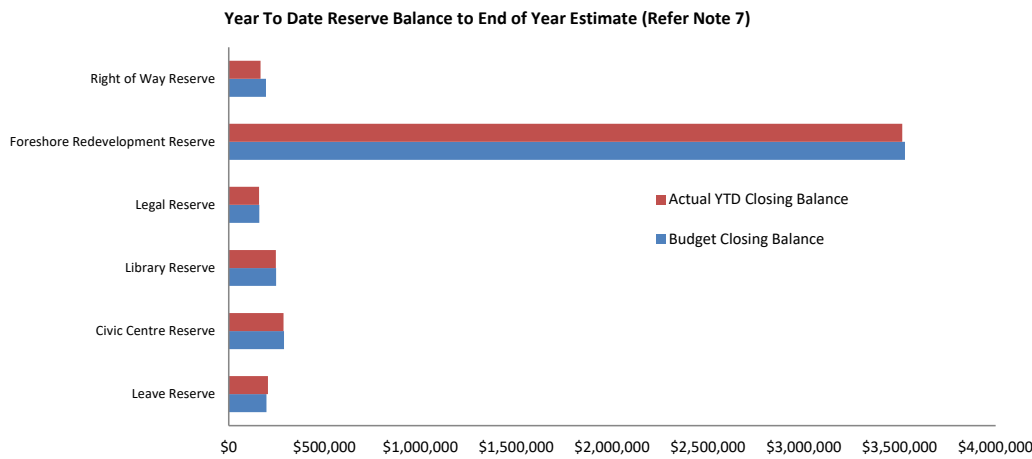
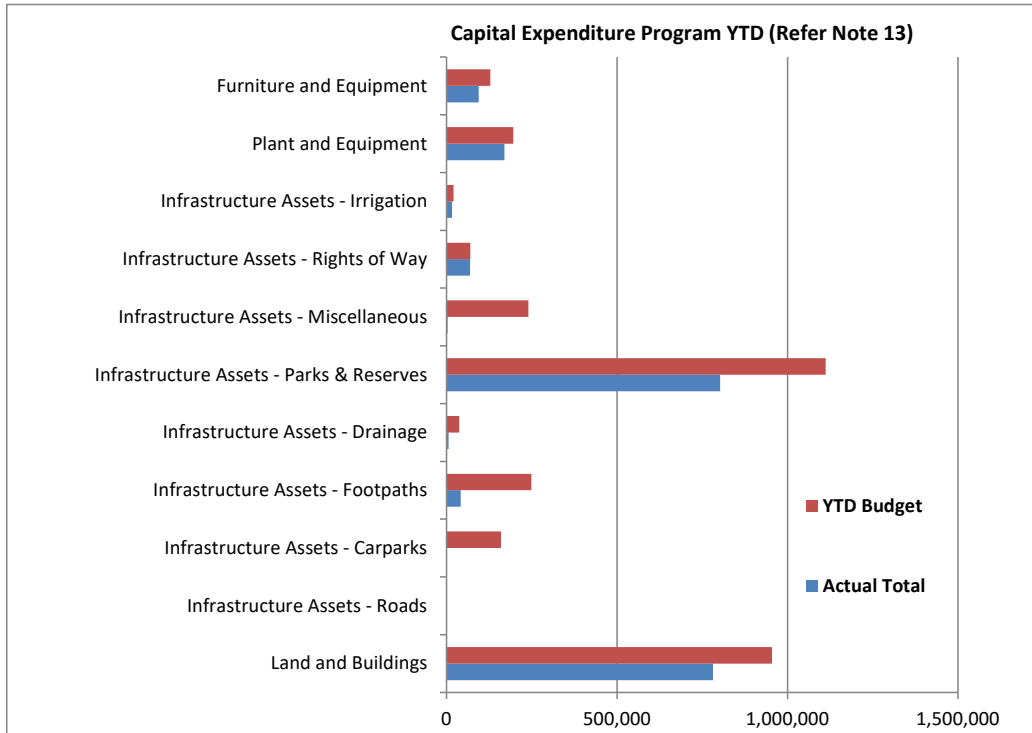
**Accounts Receivable Ageing (non-rates)
(Refer Note 6)**



Comments

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

Town of Cottesloe
Monthly Summary Information
 For the Period Ended 31 March 2024

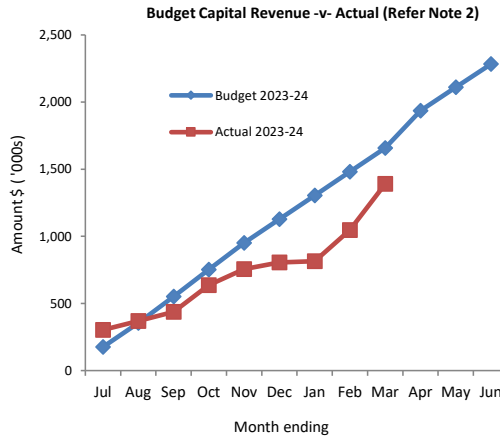
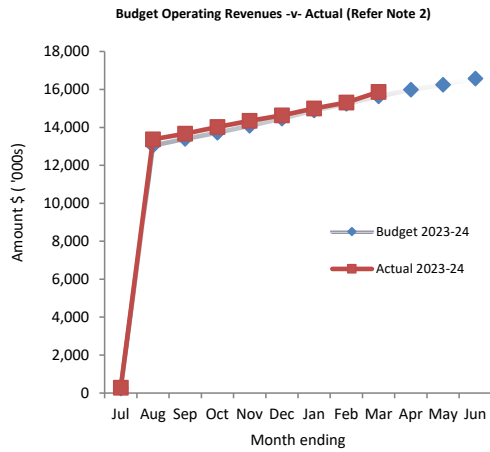


Comments

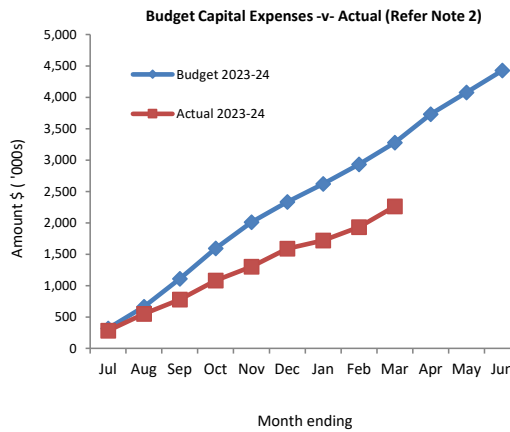
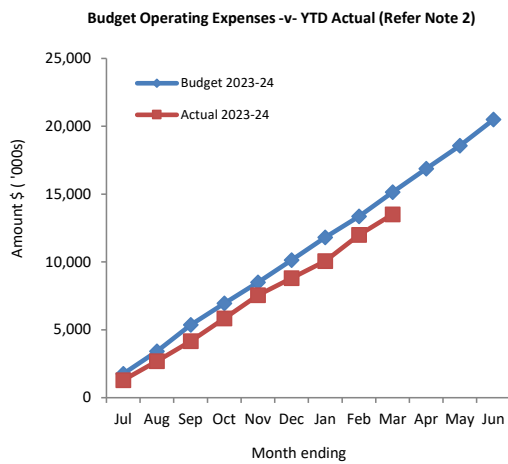
This information is to be read in conjunction with the accompanying Financial Statements and notes.

Town of Cottesloe
Monthly Summary Information
 For the Period Ended 31 March 2024

Revenues



Expenditure



Comments

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

TOWN OF COTTESLOE
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 March 2024

		YTD Actual	Revised YTD Budget	Revised Annual Budget	Original Annual Budget	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
Note		(b)	(a)	Budget	Budget	(b)-(a)	(b)-(a)/(a)
		\$	\$	\$	\$	\$	%
Operating Revenues							
	Rates	12,464,866	12,417,290	12,447,290	12,417,290	47,576	0%
	Operating Grants, Subsidies & Contributions	90,871	151,017	186,351	186,351	(60,146)	(40%)
	Fees and Charges	2,544,870	2,432,736	3,056,373	3,166,373	112,134	5%
	Interest Earnings	590,832	478,054	623,572	623,572	112,778	24%
	Other Revenue	111,619	85,846	182,988	182,987	25,773	30%
	Profit on Disposal of Assets	67,021	55,000	55,000	0	12,021	22%
	Total Operating Revenue	15,870,079	15,619,943	16,551,574	16,576,573	250,136	
Operating Expense							
	Employee Costs	(5,021,845)	(5,507,109)	(7,324,850)	(7,274,850)	485,264	9%
	Materials and Contracts	(5,273,757)	(6,385,102)	(8,697,465)	(8,681,565)	1,111,345	17%
	Utility Charges	(207,203)	(279,546)	(382,714)	(377,714)	72,343	26%
	Depreciation on Non-Current Assets	(2,346,448)	(2,445,966)	(3,261,295)	(3,261,295)	99,518	4%
	Interest Expenses	(136,332)	(140,151)	(186,872)	(186,872)	3,819	3%
	Insurance Expenses	(164,704)	(184,500)	(246,011)	(246,011)	19,796	11%
	Other Expenditure	(360,538)	(320,544)	(437,384)	(465,284)	(39,994)	(12%)
	Loss on Disposal of Assets	0	0	0	0	0	
	Total Operating Expenditure	(13,510,827)	(15,262,918)	(20,536,591)	(20,493,591)	1,752,091	
Funding Balance Adjustments							
	Add back Depreciation	2,346,448	2,445,966	3,206,295	3,261,295	(99,518)	(4%)
	Adjust (Profit)/Loss on Asset Disposal	(67,021)	0	0	0	(67,021)	
	Other Provisions	(114,500)	0	0	0	(114,500)	
	Net Cash from Operations	4,524,179	2,802,991	(778,722)	(655,723)	1,721,188	
Capital Revenues							
	Grants, Subsidies and Contributions	1,264,750	1,546,254	2,357,321	2,134,341	(281,504)	(18%)
	Proceeds from Disposal of Assets	125,467	111,753	149,000	149,000	13,714	12%
	Total Capital Revenues	1,390,217	1,658,007	2,506,321	2,283,341	(267,790)	

TOWN OF COTTESLOE
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 March 2024

		YTD Actual (b)	Revised YTD Budget (a)	Revised Annual Budget	Original Annual Budget	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	
Note		\$	\$	\$	\$	\$	%	
	Capital Expenses							
	Furniture and Equipment	13 (94,769)	(128,247)	(131,000)	(131,000)	33,478	26%	
	Land and Buildings	13 (781,177)	(955,000)	(1,237,300)	(1,190,000)	173,823	18%	
	Plant and Equipment	13 (213,616)	(195,909)	(261,210)	(261,210)	(17,707)	(9%)	
	Infrastructure - Roads	13 0	0	(356,420)	(66,950)	0		
	Infrastructure - Car parks	13 (18,580)	(159,599)	(206,133)	(241,133)	141,019	88%	
	Infrastructure - Footpaths	13 (46,042)	(249,024)	(332,031)	(332,031)	202,982	82%	
	Infrastructure - Drainage	13 (10,928)	(37,500)	(50,000)	(50,000)	26,572	71%	
	Infrastructure - Parks & Reserves	13 (1,007,625)	(1,111,968)	(1,760,599)	(1,790,829)	104,343	9%	
	Infrastructure - Miscellaneous	13 (3,290)	(240,266)	(240,266)	(240,266)	236,976	99%	
	Infrastructure - Rights of Way	13 (69,730)	(69,730)	(78,200)	(104,000)	0	0%	
	Infrastructure - Irrigation	13 (16,435)	(20,500)	(20,500)	(20,000)	4,065	20%	
	Total Capital Expenditure		(2,262,192)	(3,167,743)	(4,673,659)	(4,427,419)	905,551	
	Net Cash from Capital Activities		(871,975)	(1,509,736)	(2,167,338)	(2,144,078)	637,761	
	Financing							
	Self-Supporting Loan Principal		33,534	33,912	67,823	67,823	(378)	(1%)
	Transfer from Reserves	7 0	0	0	1,568,742	1,464,952	0	
	Repayment of Debentures/Leases		(399,636)	(394,657)	(413,726)	(428,330)	(4,979)	(1%)
	Transfer to Reserves	7 (217,815)	(224,994)	(648,254)	(567,224)	7,179	3%	
	Net Cash from Financing Activities		(583,917)	(585,739)	574,585	537,221	1,822	
	Net Operations, Capital and Financing		3,068,287	707,516	(2,371,475)	(2,262,580)	2,360,771	
	Opening Funding Surplus(Deficit)	3	2,585,500	2,585,500	2,585,500	2,262,580	0	0%
	Closing Funding Surplus(Deficit)	3	5,653,787	3,293,016	214,025	0	2,360,771	

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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

TOWN OF COTTESLOE
STATEMENT OF FINANCIAL POSITION
For the Period Ended 31 March 2024

	2023-2024 YTD Actual	2022-2023 Actual
	\$	
CURRENT ASSETS		
Receivables - Rates		
Rates	881,115	172,211
Emergency Services Levies	460,333	44,112
Rates and ESL Rebates	201,956	0
Receivables - Sundry Debtors		
Accounts Receivable - Debtors	318,136	60,100
Provision for Doubtful Debts - Debtors	(19,242)	(17,495)
Accounts Receivable - Infringements	490,250	460,952
Provision for Doubtful Debts - Infringements	(358,749)	(293,563)
LSL from other LG's	41,133	41,133
LEMAC funding	0	(36,165)
Other	53,967	98,627
Accrued Income	142,507	273,998
Prepayments	248,630	124,431
Loans		
Self Supporting Loans	34,279	67,813
Inventories		
Inventories	31,820	31,820
Provision for Obsolescence - Inventories	(22,700)	(22,700)
Other	(95)	(45)
Cash Assets		
Municipal Account	1,624,904	3,381,795
Till Floats & Petty Cash	1,300	1,300
Term Investments	4,061,288	2,026,947
Restricted - Reserves	8,501,242	8,283,427
Restricted - Trust Deposits	705,654	679,727
TOTAL CURRENT ASSETS	17,397,728	15,378,425
CURRENT LIABILITIES		
Payables	841,107	965,735
Trust	705,654	679,727
Accrued Expenses	10,412	445,552
Accrued Payroll	51,788	49,124
Accrued Interest	0	139,044
Income in Advance	368,192	1,069,957
ATO Liabilities	0	0
Bonds - other creditors	863,287	734,465
Interest Bearing Liabilities	17,184	352,460
Lease Liability	1,394	61,069
Long Service Leave to other LG's	21,803	21,803
Provisions	1,311,152	1,301,256
TOTAL CURRENT LIABILITIES	4,191,973	5,820,192

TOWN OF COTTESLOE
STATEMENT OF FINANCIAL POSITION
For the Period Ended 31 March 2024

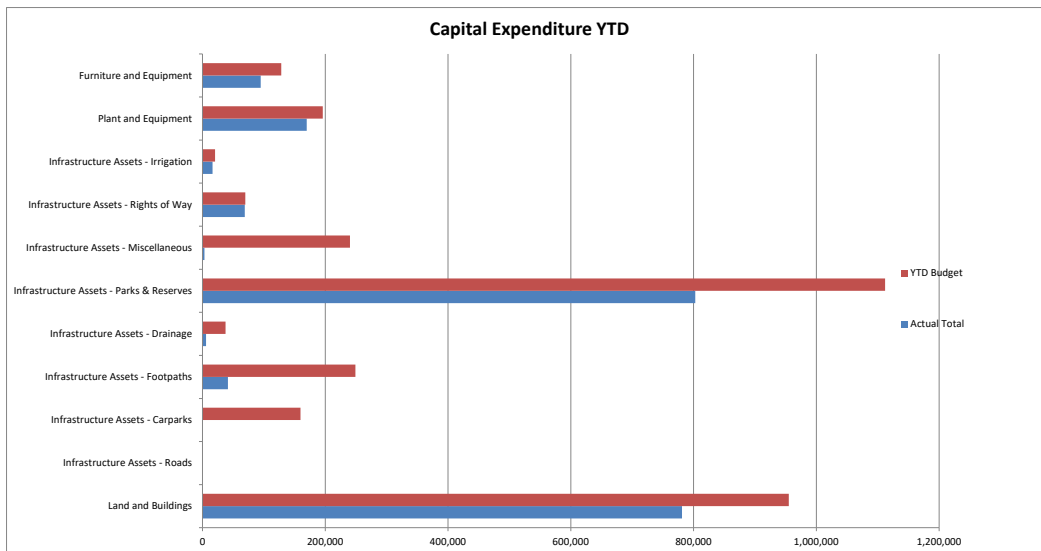
	2023-2024 YTD Actual	2022-2023 Actual
	\$	
NON CURRENT ASSETS		
Receivables		
Deferred Rates	119,472	119,472
Deferred ESL	17,388	17,388
Self Supporting Loans	143,778	143,778
Long Service Leave from other LG's	69,277	69,277
Financial Assets at fair value through profit and loss		
Units in WALGA House Trust	122,234	122,234
Right of Use Assets	1,126,903	1,125,700
Property Plant and Equipment		
Furniture and Equipment	748,294	728,053
Land and Buildings	70,355,329	70,195,602
Plant and Equipment	744,083	739,241
Equity Investments	601,527	601,527
Infrastructure		
Roads	33,283,792	33,923,442
Car Parks	3,442,057	3,521,545
Footpaths	6,151,383	6,224,240
Drainage	9,319,830	9,413,158
Parks and Reserves	6,179,030	5,315,856
Miscellaneous	8,307,181	8,616,203
Street Furniture	386,823	415,132
Right of Ways	2,207,480	2,175,750
Irrigation	94,966	91,250
TOTAL NON CURRENT ASSETS	143,420,827	143,558,848
NON CURRENT LIABILITIES		
Payables	56,897	171,397
Interest Bearing Liabilities		
Debentures	2,108,097	2,108,097
Lease Liabilities	1,136,348	1,136,348
Long Service Leave to other LG's	0	0
Provisions	109,248	109,248
TOTAL NON CURRENT LIABILITIES	3,410,590	3,525,090
NET ASSETS	153,215,992	149,591,991
EQUITY		
Reserves - Cash Backed	8,501,242	8,283,427
Reserves - Asset Revaluation	113,983,880	113,983,880
Retained Surplus	30,730,870	27,324,684
TOTAL EQUITY	153,215,992	149,591,991
RESERVES - CASH BACKED		
Opening Balance	8,283,426	8,267,063
Transfer to Reserves	217,815	1,007,539
Transfer from Reserves	0	(991,176)
TOTAL RESERVES - CASH BACKED	8,501,241	8,283,426
RESERVES - ASSET REVALUATION		
Opening Balance	113,983,880	113,983,880
TOTAL RESERVES - ASSET REVALUATION	113,983,880	113,983,880
RETAINED SURPLUS		
Opening Balance	27,324,685	28,051,787
Change in Net Assets from Operations	3,624,001	(710,739)
Transfer from Reserve	0	991,176
Transfer to Reserve	(217,815)	(1,007,539)
TOTAL RETAINED SURPLUS	30,730,871	27,324,685
TOTAL EQUITY	153,215,992	149,591,991

TOWN OF COTTESLOE
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
 For the Period Ended 31 March 2024

Capital Acquisitions	Note	Actual New /Upgrade (a)	Actual (Renewal Expenditure) (b)	Actual Total (c) = (a)+(b)	YTD Budget (d)	Revised Budget	Annual Budget	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$	\$
Land and Buildings	13	733,527	47,650	781,177	955,000	1,237,300	1,190,000	(173,823)
Infrastructure Assets - Roads	13	0	0	0	0	356,420	66,950	0
Infrastructure Assets - Carparks	13	0	864	864	159,599	206,133	241,133	(158,735)
Infrastructure Assets - Footpaths	13	30,273	11,073	41,346	249,024	332,031	332,031	(207,678)
Infrastructure Assets - Drainage	13	0	5,884	5,884	37,500	50,000	50,000	(31,616)
Infrastructure Assets - Parks & Reserves	13	797,370	5,380	802,750	1,111,968	1,760,599	1,790,829	(309,218)
Infrastructure Assets - Miscellaneous	13	0	3,290	3,290	240,266	240,266	240,266	(236,976)
Infrastructure Assets - Rights of Way	13	68,980	0	68,980	69,730	78,200	104,000	(750)
Infrastructure Assets - Irrigation	13	0	16,435	16,435	20,500	20,500	20,000	(4,065)
Plant and Equipment	13	0	169,760	169,760	195,909	261,210	261,210	(26,149)
Furniture and Equipment	13	43,409	51,360	94,769	128,247	131,000	131,000	(33,478)
Capital Expenditure Totals		1,673,559	311,696	1,985,255	3,167,743	4,673,659	4,427,419	(1,182,488)

Funded By:

Capital Grants and Contributions	1,264,750	1,546,254	2,357,321	2,134,341	281,504
Borrowings	0	0	0	0	0
Other (Disposals & C/Fwd)	125,467	111,753	149,000	149,000	13,714
Own Source Funding - Cash Backed Reserves					
Property Reserve	0	0	615,370	615,370	0
Infrastructure Reserve	0	0	103,790	0	0
Total Own Source Funding - Cash Backed Reserves	0	0	719,160	615,370	0
Own Source Funding - Operations	595,038	1,509,736	1,448,178	1,528,708	(1,477,706)
Capital Funding Total	1,985,255	3,167,743	4,673,659	4,427,419	(1,182,488)



Comments

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

1. SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise.

Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

Critical Accounting Estimates

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

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

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

(c) Rounding Off Figures

All figures shown in this statement are rounded to the nearest dollar.

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

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

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

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

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(f) Cash and Cash Equivalents

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

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

(g) Trade and Other Receivables

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.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(h) Inventories

General

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

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

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Buildings	33 to 159 years
Furniture and equipment	2 to 15 years
Plant and equipment	2 to 10 years
Infrastructure Assets	
- Roads - Formation/Subgrade	Not depreciated
- Roads - Pavement	60 to 100 years
- Roads - Seal	20 to 35 years
- Roads - Kerbing	60 to 80 years
- Right of Ways - Formation/Subgrade	Not depreciated
- Right of Ways - Pavement	60 to 100 years
- Right of Ways - Seal	20 to 35 years
- Right of Ways - Kerbing	60 to 80 years
- Car Parks - Formation/Subgrade	Not depreciated
- Car Parks - Pavement	60 to 100 years
- Car Parks - Seal	20 to 35 years
- Car Parks - Kerbing	60 to 80 years
- Drainage	80 to 100 years
- Footpaths	20 to 60 years
- Lighting and Electrical	20 years
- Parks & Ovals	10 to 40 years
- Streetscapes	15 to 25 years
- Miscellaneous	25 to 60 years
- Irrigation	20 to 100 years
Right of use - plant and equipment	Based on the remaining lease

(k) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council 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.

(l) Employee Benefits

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave (Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Town has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Town expects to pay and includes related on-costs.

(ii) Annual Leave and Long Service Leave (Long-term Benefits)

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Town does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

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

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Nature or Type Classifications

Rates

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

Operating Grants, Subsidies and Contributions

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

Non-Operating Grants, Subsidies and Contributions

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

Profit on Asset Disposal

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

Fees and Charges

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

Service Charges

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies the These are television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Interest Earnings

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Other Revenue / Income

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

Employee Costs

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

Materials and Contracts

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

Utilities (Gas, Electricity, Water, etc.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(q) Nature or Type Classifications (Continued)

Insurance

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.

(r) Statement of Objectives

Council has adopted a 'Plan for the future' comprising a Strategic Community Plan and Corporate Business Plan to provide the long term community vision, aspirations and objectives.

In order to discharge its responsibilities to the community, the Town has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Town's Community Vision, and for each of its broad activities/programs.

COMMUNITY VISION

"To preserve and improve Cottesloe's natural and built environment and beach lifestyle by using sustainable strategies. Members of the community will continue to be engaged to shape the future for Cottesloe and strengthen Council's leadership role."

(s) Reporting Programs

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

GOVERNANCE

Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed.

GENERAL PURPOSE FUNDING

Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues. The costs associated with raising the above mentioned revenues, e.g. Valuation expenses, debt collection and overheads.

LAW, ORDER, PUBLIC SAFETY

Enforcement of Local Laws, fire prevention, animal control and provision of ranger services.

HEALTH

Health inspection services and food quality control.

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(s) Reporting Programs (Continued)

COMMUNITY AMENITIES

Sanitation, stormwater drainage, protection of the environment, public conveniences and town planning.

RECREATION AND CULTURE

Parks, gardens and recreation reserves, library services, swimming facilities, walk trails, foreshore and public halls.

TRANSPORT

Construction and maintenance of roads, footpaths, drainage works, parking facilities, traffic control, depot operations, plant purchase, and cleaning of streets.

ECONOMIC SERVICES

Tourism, community development, pest control, building services and private works.

OTHER PROPERTY & SERVICES

Plant works, plant overheads and stock of materials.

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 2: EXPLANATION OF MATERIAL VARIANCES (> \$25,000 and 15%)

Reporting Program	Var. \$ YTD	Var. %	Timing/ Permanent	Explanation of Variance
Operating Revenues				
Operating Grants, Subsidies & Contributions	(60,146)	(40%)	Timing	Timing of operating grants and contributions
Fees and Charges	112,134	5%	Permanent	Extra revenue from town planning and work zone permits etc offset by reduced revenue from infringement revenue and building applications.
Interest Earnings	112,778	24%	Permanent	Extra revenue from interest on investments due to higher than anticipated interest rates.
Other Revenue	25,773	30%	Timing	Timing of reimbursements.
Capital Revenues				
Grants, Subsidies and Contributions	(281,504)	(18%)	Timing	Timing of non operating grant monies for the skatepark, east cottesloe playground and Harvey Field playground upgrade. The Harvey Field playground is likely to be carried forward to next financial year.
Operating Expenses				
Employee Costs	485,264	9%	Permanent	Reduced expenditure on staff wages due to the positions remaining vacant for extended periods. Some of these positions have been partially filled using contract staff from labour agency in the short term. Furthermore, some of the project linked expenditure has been re-directed towards external contractors.
Materials and Contracts	1,111,345	17%	Timing	Reduced expenditure on various projects including the ERP and Town Planning projects. Some of these variances are timing differences within the financial year that are expected to align by year end, and others are projects that have been delayed and will be carried forward into the next financial year. such as the ERP and Cottesloe Village Precinct Plan. There is some associated contribution monies from another Shire that will also carry forward to next financial year.
Utility Charges	72,343	26%	Timing	Timing of expenditure on utilities.
Capital Expenses				
Furniture and Equipment	33,478	(26%)	Timing	Reduced expenditure on parking sensors, purchase of new photocopiers to be carried forward to the next financial year
Land and Buildings	173,823	(18%)	Timing	Delays resulting in reduced expenditure on Anderson Pavilion.
Infrastructure - Car parks	141,019	(88%)	Timing	Timing of expenditure on car park construction.
Infrastructure - Footpaths	202,982	(82%)	Timing	Timing of expenditure on Eric Street shared use path.
Infrastructure - Drainage	26,572	(71%)	Timing	Timing of expenditure on drainage construction.
Infrastructure - Parks & Reserves	104,343	(9%)	Timing	Timing of expenditure on the Skate park.
Infrastructure - Miscellaneous	236,976	(99%)	Timing	Timing of expenditure on beach access paths and cottesloe groyne.

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 3. DETERMINATION OF SURPLUS OR DEFICIT	2023/24	2022/23 (30 June 2023 Carried Forward)
(a) Non-cash amounts excluded from operating activities		
The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> .		
Adjustments to operating activities		
Less: Profit on asset disposals	(67,021)	(123,661)
Less: Non-cash grants and contributions for assets	0	(4,995)
Less: Fair value adjustments to financial assets at fair value through profit or loss	0	(5,529)
Less: Share of net profit of associates and joint ventures accounted for using the equity method	0	(69,758)
Add: Loss on disposal of assets	0	2,085
Add: Loss on revaluation of fixed assets	0	97,542
Add: Prior year adjustment for write-back of depreciation	0	317
Add: Prior year adjustment for non-current lease liability	0	15,099
Add: Depreciation	2,346,448	3,219,500
Non-cash movements in non-current assets and liabilities:		
Pensioner deferred rates	0	(14,888)
Employee benefit provisions	0	(30,113)
Other provisions	(114,500)	114,500
Non-cash amounts excluded from operating activities	2,164,927	3,200,099
(b) Non-cash amounts excluded from investing activities		
The following non-cash revenue or expenditure has been excluded from amounts attributable to investing activities within the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> .		
Adjustments to investing activities		
Movement in non-current capital expenditure provisions	0	436,260
Non-cash amounts excluded from investing activities	0	436,260
© Surplus or deficit after imposition of general rates		
The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> to agree to the surplus/(deficit) after imposition of general rates.		
Adjustments to net current assets		
Less: Reserve accounts	(8,501,242)	(8,283,426)
Less: Financial assets at amortised cost - self supporting loans	(34,279)	(67,813)
Add: Current liabilities not expected to be cleared at end of year		
- Current portion of borrowings	17,184	352,460
- Current portion of lease liabilities	1,394	61,069
- Employee benefit provisions	964,975	964,975
Total adjustments to net current assets	(7,551,968)	(6,972,735)
Net current assets used in the Statement of Financial Activity		
Total current assets	17,397,728	14,660,976
Less: Total current liabilities	(4,191,973)	(5,102,740)
Less: Total adjustments to net current assets	(7,551,968)	(6,972,735)
Surplus or deficit after imposition of general rates	5,653,787	2,585,500

TOWN OF COTTESLOE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 March 2024

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	Variable	1,624,904			1,624,904	NAB	At Call
(b) Term Deposits							
Term Deposit xxx-3360	4.25%			705,654	705,654	NAB	11-Apr-24
Term Deposit xxx-9802	5.15%	6,828			6,828	NAB	08-Jun-24
Term Deposit xxx-6659	5.15%	6,758			6,758	NAB	08-Jun-24
Term Deposit (ESGTD)	4.58%	1,015,593			1,015,593	CBA	27-May-24
Term Deposit (ESGTD)	4.74%	1,000,000			1,000,000	CBA	25-Jun-24
Term Deposit (ESGTD)	4.41%	2,032,109			2,032,109	CBA	03-Apr-24
Term Deposit xx-1864	4.10%		1,929,302		1,929,302	WBC	15-Jun-24
Term Deposit xxx-5968	5.10%		1,945,993		1,945,993	WBC	06-Dec-24
Term Deposit (ESGTD)	4.74%		710,765		710,765	CBA	25-Jun-24
Term Deposit (ESGTD)	5.05%		1,704,536		1,704,536	CBA	02-Apr-24
Term Deposit xxx-2215	5.05%		292,308		292,308	NAB	26-Jun-24
Term Deposit xx-9233	5.10%		982,200		982,200	NAB	30-Apr-24
Term Deposit xxx-2839	5.05%		103,877		103,877	NAB	26-Jun-24
Term Deposit xx-2683	5.05%		832,261		832,261	NAB	25-Jun-24
Total		5,686,192	8,501,242	705,654	14,893,088		

SUMMARY OF FUNDS INVESTED IN TERM & CASH DEPOSITS

BANK	Unrestricted \$	Restricted \$	Trust \$	Total \$	Total Amount \$	Total %
NATIONAL AUSTRALIA BANK	1,638,490	2,210,646	705,654	4,554,790		30.6%
WESTPAC BANKING CORPORATION	0	3,875,295	0	3,875,295		26.0%
COMMONWEALTH BANK OF AUSTRALIA	4,047,702	2,415,301	0	6,463,004		43.4%
TOTAL	5,686,192	8,501,242	705,654	14,893,088	0	100%

Comments/Notes - Investments



TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 5: BUDGET AMENDMENTS

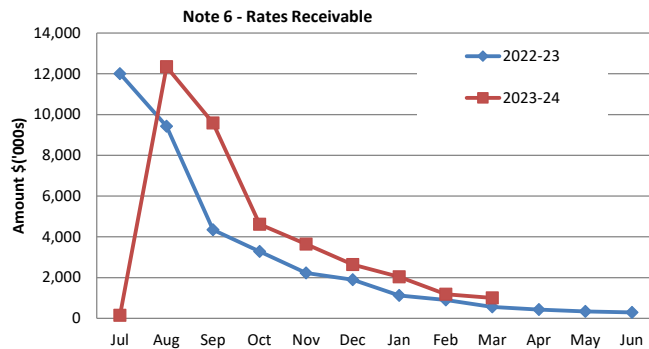
Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash
				\$	\$	\$
20.1136.2	Removal of bore pump at Harvey Field	24 October 2023 - OCM213/2023	Capital expenditure		20,000	
35.4190.2	New project - Shine Community Centre - Air Conditioning	24 October 2023 - OCM213/2023	Capital expenditure			17,300
40079.226.21	New project - Shine Community Centre - Air Conditioning - Transfer from reserves	24 October 2023 - OCM213/2023	Transfer from reserves		7,300	
20.4191.2	New Project - - Bore Pump - near Ocean Beach Hotel	24 October 2023 - OCM213/2023	Capital expenditure			10,000
40.1126.2	New project - Marine Parade (Curtin Avenue to Warton Street) road resurfacing	24 October 2023 - OCM213/2023	Capital expenditure			289,470
10131.8.13	New project - Marine Parade (Curtin Avenue to Warton Street) road resurfacing - MRRG funding	24 October 2023 - OCM213/2023	Capital revenue		192,980	
40079.226.21	New project - Marine Parade (Curtin Avenue to Warton Street) road resurfacing - Transfer from reserves	24 October 2023 - OCM213/2023	Transfer from reserves		96,490	
Various	New Project - Mid Year Budget Review (Refer list iun Budget Review)	26 March 2024 - OCM031/2024	Various		214,025	
				0	503,495	289,470

TOWN OF COTTESLOE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 March 2024

Note 6: RECEIVABLES

Receivables - Rates	YTD 31 March 2024	YTD 31 March 2023	30 June 2023
	\$	\$	\$
Opening Arrears Previous Years	291,684	228,952	228,952
Levied this year	12,464,866	11,956,487	12,019,493
Less Collections to date	(11,755,963)	(11,621,356)	(11,956,762)
Equals Current Outstanding	1,000,587	564,083	291,683
Net Rates Collectable	1,000,587	564,083	291,683
% Collected	92.16%	95.37%	97.62%

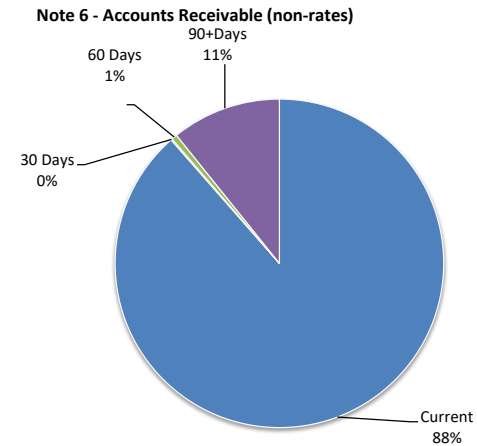


Comments/Notes - Receivables Rates

Rates were issued on 11 September in 2023 and 12 August in 2022.

Receivables - General	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	281,679	402	1,769	34,286
Total Receivables General Outstanding				318,136

Amounts shown above include GST (where applicable)



Comments/Notes - Receivables General

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 6: RECEIVABLES (Continued)

Itemised Listing of Sundry Debtors greater than \$1,000 and older than 90 days not on a complying payment arrangement

Debtor No	Debtor Name	>90 days \$	Total \$	Narration
1105	Sinclair Product Management (WA) Pty Ltd	\$ 1,270.89	\$ 1,270.89	Commercial Waste Charges
556	Ocean Group Cottesloe Pty Ltd	\$ 2,205.80	\$ 2,226.48	Health licence fees & Food Act Infringement
255	TG Lyons	\$ 1,000.00	\$ 1,000.00	Building Act Infringement
369	T Wood	\$ 2,880.40	\$ 2,918.49	Health licence fees
649	Love Story	\$ 2,302.83	\$ 2,692.34	Commercial Waste Charges
1555	Station Street Partners	\$ 5,826.67	\$ 5,923.63	Scheme amendment
1493	Lambodar Pty Ltd t/as Two Fat Uncles	\$ 3,523.24	\$ 4,084.57	Commercial Waste Charges & Health Licence Fees
176	Shire of Peppermint Grove	\$ 5,510.68	\$ 41,344.45	Reiimbursement of costs
1592	Howdy Howdy Pty Ltd atf Lets Get Rowdy Trust	\$ 2,946.49	\$ 2,997.09	Health Licence Fees

Comments/Notes - Receivables General

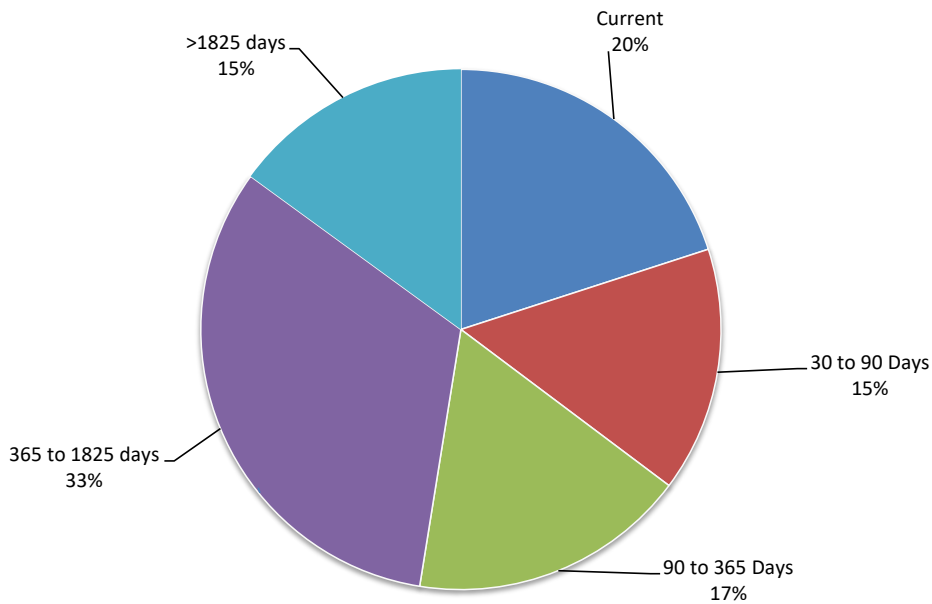
TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 6: RECEIVABLES (Continued)

Receivables - Infringements	Current	30 to 90 Days	90 to 365 Days	365 to 1825 days	>1825 days
	\$	\$	\$		\$
Receivables - Infringements	98,102	74,681	84,783	159,236	73,448
Total Receivables General Outstanding					490,250

Amounts shown above include GST (where applicable)

Note 6 - Accounts Receivable - Infringements



Comments/Notes - Receivables Infringements

The majority of infringement debtors over ninety days are with Fines Enforcement Registry for collection.

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 7: Cash Backed Reserve

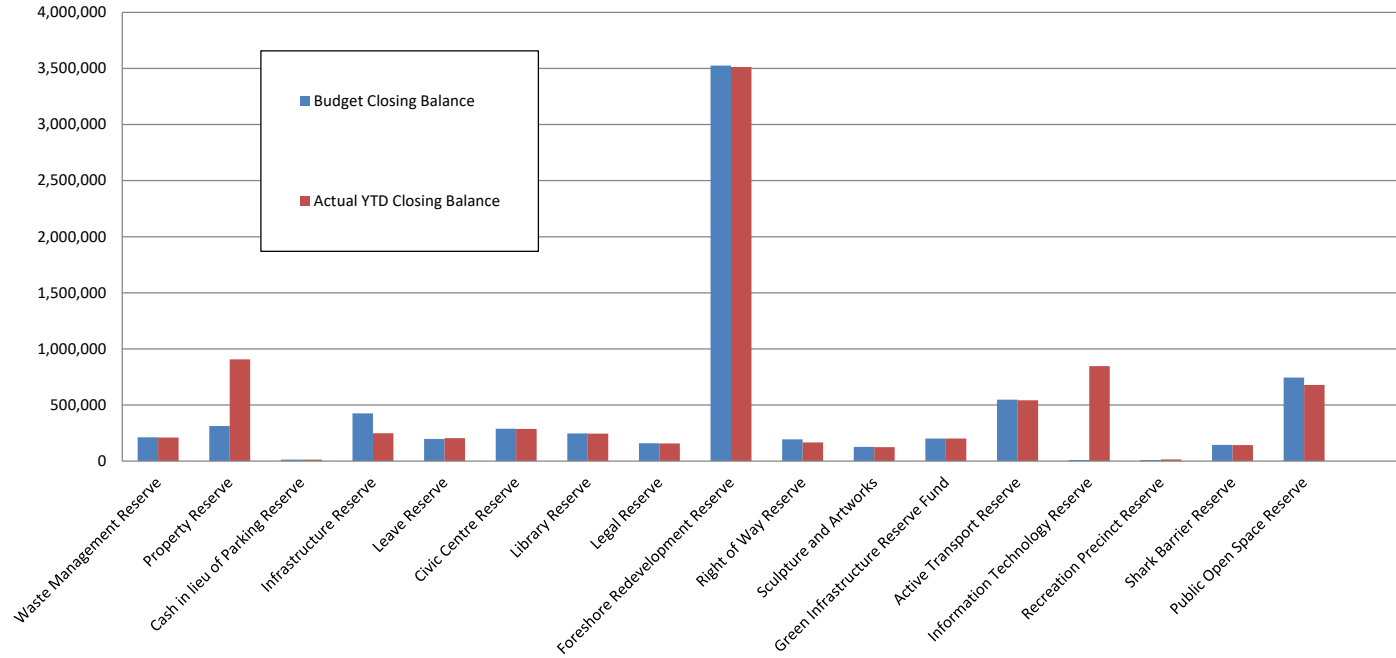
Name	Sub Account	Opening Balance Budget	Opening Balance Actual	Budget Interest Earned	Actual Interest Earned	Revised Budget Transfers In (+)	Actual Transfers In (+)	Revised Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
Waste Management Reserve	219	\$ 204,537	\$ 204,373	\$ 6,758	\$ 5,374	\$ 0	\$ 0	\$ 0	\$ 0	\$ 211,295	\$ 209,747
Property Reserve	220	882,257	883,794	45,238	23,240	0	0	(615,370)	0	312,125	907,034
Cash in lieu of Parking Reserve	221	12,082	12,073	400	317	0	0	0	0	12,482	12,390
Infrastructure Reserve	226	242,875	241,233	7,286	7,150	278,469	0	(103,790)	0	424,840	248,383
Leave Reserve	227	190,552	199,595	6,286	4,442	0	0	0	0	196,838	204,037
Civic Centre Reserve	228	278,792	278,569	9,211	7,325	0	0	0	0	288,003	285,894
Library Reserve	229	239,265	239,107	7,913	6,287	0	0	0	0	247,178	245,394
Legal Reserve	262	153,946	153,824	5,086	4,045	0	0	0	0	159,032	157,869
Foreshore Redevelopment Reserve	273	3,413,620	3,422,663	112,822	90,000	0	0	0	0	3,526,442	3,512,663
Right of Way Reserve	276	162,885	161,614	5,336	4,250	25,800	0	0	0	194,021	165,864
Sculpture and Artworks	299	121,546	121,449	4,016	3,194	0	0	0	0	125,562	124,643
Green Infrastructure Reserve Fund	307	195,186	195,031	6,449	5,128	0	0	0	0	201,635	200,159
Active Transport Reserve	308	529,324	528,903	17,489	13,907	0	0	0	0	546,813	542,810
Information Technology Reserve	309	830,892	825,500	27,474	21,707	0	0	(849,582)	0	8,784	847,207
Recreation Precinct Reserve	310	9,825	14,642	325	385	0	0	0	0	10,150	15,027
Shark Barrier Reserve	323	139,307	139,196	4,603	3,660	0	0	0	0	143,910	142,856
Public Open Space Reserve	384	667,745	661,861	22,063	17,404	55,230	0	0	0	745,038	679,265
		8,274,636	8,283,427	288,755	217,815	359,499	0	(1,568,742)	0	7,354,148	8,501,242

Comments/Notes - Reserves

TOWN OF COTTESLOE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 March 2024

Note 7: Cash Backed Reserve (Continued)

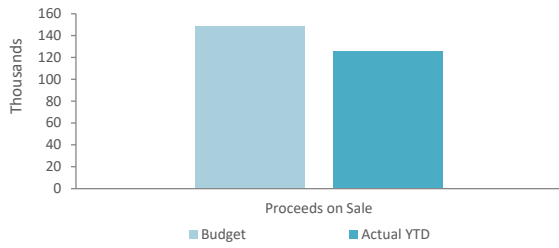
Note 7 - Year To Date Reserve Balance to End of Year Estimate



TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 8: CAPITAL DISPOSALS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	
	Plant and equipment								
Various	Plant and equipment	149,000	149,000	0	0	0	0	0	
	Passenger Vehicle - Asset 1550			0	0	3,787	28,000	24,213	
	Passenger Vehicle - Asset 1585			0	0	18,673	35,500	16,827	
	Passenger Vehicle - Asset 1611			0	0	17,620	30,287	12,667	
	Passenger Vehicle - Asset 1612			0	0	18,366	31,680	13,314	
		149,000	149,000	0	0	58,446	125,467	67,021	



Comments/Notes - Asset Disposals

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 9: RATING INFORMATION	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Budget Rate Revenue \$
RATE TYPE								
Differential General Rate								
GRV - Residential Improved (RI)	0.06337	3,149	161,985,763	10,265,038	61,647	759	10,327,444	10,265,038
GRV - Residential Vacant (RV)	0.06337	76	4,379,920	277,556	(7,562)	4,793	274,787	277,556
GRV - Commercial Improved (CI)	0.06337	56	7,894,898	500,300	(13,752)	0	486,548	500,300
GRV - Commercial Vacant (CV)	0.06337	3	216,500	13,720	(2,192)	0	11,528	13,720
GRV - Commercial Town (CT)	0.07581	95	10,588,574	802,720	0	0	802,720	802,720
GRV - Industrial (I)	0.06337	1	27,780	1,760	0	0	1,760	1,760
Sub-Totals		3,380	185,093,435	11,861,093	38,141	5,552	11,904,786	11,861,094
		Minimum \$						
Minimum Payment								
GRV - Residential Improved (RI)	1,312	382	6,548,380	501,184	0	(1,463)	499,721	501,184
GRV - Residential Vacant (RV)	1,312	4	1,238	5,248	222	315	5,785	5,248
GRV - Commercial Improved (CI)	1,312	16	238,600	20,992	0	0	20,992	20,992
GRV - Commercial Vacant (CV)	1,312				4,911		4,911	
GRV - Commercial Town (CT)	1,328	25	352,275	33,200	0	0	33,200	33,200
Sub-Totals		427	7,140,493	560,624	5,133	(1,148)	564,609	560,624
							12,469,395	12,421,718
							(4,529)	(4,428)
Amount from General Rates							12,464,866	12,417,290
Ex-Gratia Rates							0	0
Specified Area Rates							0	0
Totals							12,464,866	12,417,290

Comments - Rating Information

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

10. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-23	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$
Loan 105 - Community Organisation	19,070	0	19,070	19,070	0	0	593	593
Loan 107 - Joint Library Project	2,336,253	0	299,252	299,252	2,037,001	2,037,001	153,608	147,298
Loan 108 - Community Organisation	105,234	0	16,954	34,148	88,280	71,086	1,584	2,622
	2,460,557	0	335,276	352,470	2,125,281	2,108,087	155,785	150,513

Loan numbers 105 and 108 are financed from community organisations. Loan number 107 is financed by general purpose revenue.

(b) New Debentures

No new debentures are budgeted during 2023/24.

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 11: GRANTS AND CONTRIBUTIONS

Program/Details	Grant/Contribution Provider		2023-24 Annual Budget	Operating	Capital	2023-24 YTD Actual	Not Received
			\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING							
Grants Commission - General Purpose	WA Local Government Grants Commission	10007.89.14	0	0		6,764	0
Grants Commission - Local Roads	WA Local Government Grants Commission	10008.89.14	0	0		4,901	0
GOVERNANCE							
ANZAC day	RSL	10186.86.11	200	200		0	0
LAW, ORDER & PUBLIC SAFETY							
CCTV Project		10055.89.14	15,000	15,000		0	15,000
EDUCATION AND WELFARE							
Contributions	Various		3,700	3,700		0	3,700
COMMUNITY AMENITIES							
Food Organic Garden Organics	Department of Water & Environmental Regulation	10177.89.14	2,651	2,651		2,581	0
RECREATION AND CULTURE							
Coastal degradation (CHRMAP)	Department of Planning, Lands and Heritage	10180.89.14	50,000	50,000		0	50,000
Coastal Monitoring	Department of Planning, Lands and Heritage	10180.89.14	18,000	18,000		0	18,000
East Cottesloe Playground	Various		429,841		429,841	0	429,841
East Cottesloe Playground	Department of Transport	10191.8.13	20,000		20,000	5,000	15,000
Skatepark	Lotterywest	10207.244.72	743,900		743,900	743,900	0
Anderson Pavilion	Department of Local Government, Sport and Cultural Industries	10191.8.13	300,000		300,000	200,000	100,000
Anderson Pavilion Fit out	Cottesloe Junior Football Club	10207.244.72			9,091	9,091	
Playground Upgrade	POS Cash in lieu/ Department of Infrastructure, Transport, Regional Development, Communication and the Arts	Various	303,767		303,767	62,261	241,506
Contribution to Cottesloe Cat	Public Transport Authority	10181.89.14	13,000	13,000		0	13,000
Contributions	Various	10108.86.11				10,527	0
TRANSPORT							
Ackland Road Road Construction	Department of Infrastructure, Transport, Regional Development, Communication and the Arts	10131.8.13	66,950		66,950	0	0
Eric Street Shared Path	Department of Transport	10131.8.13	269,883		269,883	167,306	0
Direct Grant	Main Roads WA	10190.89.14	26,800	26,800		27,863	0
Marine Parade Road Rehabilitation - Budget Amendment	Main Roads WA		192,980		192,980	77,192	115,788
Developer Contributions	Various	10140.86.11	45,000	45,000		33,735	11,265
Street Light Subsidy and Other Contributions	Main Roads WA	10134.86.11	12,000	12,000		0	12,000
ECONOMIC SERVICES							
ROW Contributions	Various		0	0	0	4,500	
TOTALS			2,513,672	186,351	2,336,412	1,355,621	1,025,100

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 12: TRUST FUND

Funds held at balance date over which the Town has no control and which are not included in this statement are as follows:

Description	Opening Balance 1 Jul 23	Amount Received	Amount Paid	Closing Balance 31-Mar-24
	\$	\$	\$	\$
Cash in lieu of public open space	671,603	48,804	(15,158)	705,249
Cash in lieu - abandoned vehicles	0	405	0	405
	671,603	49,209	(15,158)	705,654

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 13: CAPITAL WORKS PROGRAM

Level of Completion Indicator	Infrastructure Assets	Project No	YTD Actual	YTD Budget	Revised Annual Budget	Original Annual Budget	YTD Variance (Under)/Over
	Car Parks						
	Implementation of Parking Strategy	5.5021.2	5,826	75,000	75,000	75,000	(69,174)
	Jarrad Street Carpark	5.1023.2	0	50,000	50,000	50,000	(50,000)
	Carpark No 1	5.5010.2	0	0	35,000	70,000	0
○	ACROD Bays Installation and Upgrade	5.9000.2	12,754	34,599	46,133	46,133	(21,845)
○	Car Parks Total		18,580	159,599	206,133	241,133	(141,019)
	Drainage/Culverts						
○	Drainage Various	10.9000.2	10,928	37,500	50,000	50,000	(26,572)
	Drainage/Culverts Total		10,928	37,500	50,000	50,000	(26,572)
	Footpaths						
○	Eric Street Shared Path	15.1051.2	30,339	234,024	312,031	312,031	(203,685)
⊙	Various (Missing Links), Pram Ramp upgrades and kerb replacement	15.9000.2	15,703	15,000	20,000	20,000	703
○	Footpaths Total		46,042	249,024	332,031	332,031	(202,982)
	Irrigation						
	Replacement of Reticulation Pump at Ocean Beach Hotel (BA OCM 213/2023)	20.4191.2	6,024	10,000	10,000	20,000	(3,976)
	Irrigation Construction - Jasper Green	20.6110.2	10,411	10,500	10,500	10,500	(89)
○	Irrigation Total		16,435	20,500	20,500	30,500	(4,065)
	Right of Ways						
⊙	ROW 7	24.2021.2	56,530	56,530	65,000	86,000	0
⊙	ROW 49	24.2055.2	13,200	13,200	13,200	18,000	0
⊙	Right of Way Total		69,730	69,730	78,200	104,000	0
	Parks and Ovals						
⊙	East Cottesloe Playground Upgrade (cash in lieu) (C/F)	30.7035.2	453,530	452,466	548,399	603,629	1,064
⊙	Skatepark	30.7045.2	546,220	652,002	848,433	848,433	(105,782)
○	Shade Sails	30.4085.2	2,780	7,500	15,000	15,000	(4,720)
○	Harvey Field Playground Upgrade	30.9000.1141	5,095	0	303,767	303,767	5,095
○	Replace Jasper Green Playground Softfall	30.6110.2	0	0	30,000	20,000	0
○	Civic Centre Grounds	30.6030.2	0	0	15,000	0	0
○	Parks and Ovals Total		1,007,625	1,111,968	1,760,599	1,790,829	(104,343)

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 March 2024

Note 13: CAPITAL WORKS PROGRAM

Level of Completion Indicator	Infrastructure Assets	Project No	YTD Actual	YTD Budget	Revised Annual Budget	Original Annual Budget	YTD Variance (Under)/Over
	Buildings						
○	Civic Centre	35.4050.2	12,716	10,000	75,000	55,000	2,716
⊙	Anderson Pavillion Development	35.4010.2	733,526	945,000	1,050,000	1,050,000	(211,474)
	Anderson Pavillion Fitout	35.4011.2	2,285	0	25,000	15,000	2,285
○	Barchetta Toilet Renewal	35.4019.2	0	0	70,000	70,000	0
	Shine Air Conditioning (BA OCM 213/2023)	35.4190.2	17,250	0	17,300	0	17,250
	Civic Centre Grounds	35.6030.2	15,400	0	0	0	15,400
⊙	Buildings Total		781,177	955,000	1,237,300	1,190,000	(173,823)
	Roads						
○	Ackland Way	40.1146.2	0	0	66,950	66,950	0
	Marine Parade	40.1126.2	0	0	289,470	0	
○	Roads Total		0	0	356,420	66,950	0
	Miscellaneous Infrastructure						
					0		
○	Beach Access Path Upgrades & Modifications	45.4131.2	2,941	165,266	165,266	165,266	(162,325)
	Renewal of Shade Shelters	45.1047.1142	0	25,000	25,000	25,000	(25,000)
	Groyne Disability Access Ramp	45.6040.2	0	50,000	50,000	50,000	(50,000)
	Foreshore Development	45.6080.50	349	0	0	0	349
	Smart Parking - Zone Controllers	45.1138.2	0	0	0	0	0
○	Miscellaneous Infrastructure Total		3,290	240,266	240,266	240,266	(236,976)
	Plant , Equipment & Vehicles Total						
⊙	Plant, Machinery & Equipment	47.9000.2	213,616	195,909	261,210	261,210	17,707
⊙	Plant , Equip. & Vehicles Total		213,616	195,909	261,210	261,210	17,707
	Furniture & Office Equip.						
○	Photocopier	49.9000.16	0	25,000	25,000	25,000	(25,000)
○	CCTV Upgrade	49.9000.8	0	8,247	11,000	11,000	(8,247)
●	Parking sensors	49.9000.20	51,360	45,000	45,000	45,000	6,360
●	Live streaming of meetings - hardware/software	49.9000.28	43,409	50,000	50,000	50,000	(6,591)
⊙	Furniture & Office Equip. Total		94,769	128,247	131,000	131,000	(33,478)
⊙	Capital Expenditure Total		2,262,192	3,167,743	4,673,659	4,437,919	(905,551)

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
<u>EFT and Cheque Payments</u>				
1/03/2024	2310.19-01	McLeods Barristers & Solicitors	Legal services	\$ 248.60
1/03/2024	2310.22-01	Landgate	Gross rental valuation fees	\$ 74.15
1/03/2024	2310.37-01	Winc Australia Pty Limited	General office supplies	\$ 1,444.79
1/03/2024	2310.62-01	Bunnings Group Ltd	General purpose supplies	\$ 709.97
1/03/2024	2310.80-01	Kennards Hire Pty Ltd	Hire lighting tower	\$ 205.00
1/03/2024	2310.86-01	Midshore Pty Ltd T/as Statewide Line Marking	Line marking maintenance	\$ 495.00
1/03/2024	2310.89-01	Major Motors Pty Ltd	Vehicle service	\$ 364.10
1/03/2024	2310.544-01	B M Pember	IT support	\$ 12,078.00
1/03/2024	2310.580-01	St John Ambulance Western Australia Ltd.	First aid supplies	\$ 839.48
1/03/2024	2310.661-01	T-Quip	Plant parts	\$ 245.70
1/03/2024	2310.1199-01	Drainflow Services Pty Ltd	Drain services	\$ 2,695.00
1/03/2024	2310.1835-01	Mustang Three T/A Key2Creative	Graphic design and printing services	\$ 1,100.00
1/03/2024	2310.1863-01	Perth Aquatic, Seed, & Ecological Services Pty Ltd	Pond supplies	\$ 246.00
1/03/2024	2310.1924-01	Technology One Ltd T/A Digital Mapping Solutions	Software licence fees	\$ 4,207.50
1/03/2024	2310.1997-01	Stone Supplies WA Pty Ltd T/A Creation Landscape Supplies	Landscape supplies	\$ 73.80
1/03/2024	2310.2107-01	MEC 929 Pty Ltd T/A Murphy's Electrical Company	Electrical services	\$ 1,844.70
1/03/2024	2310.2248-01	Coastline Mowers	Plant services	\$ 1,385.85
1/03/2024	2310.2296-01	HiTech Security (WA) Pty Ltd	Security services	\$ 239.25
1/03/2024	2310.2354-01	CSCH Pty Ltd T/as Charles Service Company	Cleaning services	\$ 10,515.03
1/03/2024	2310.2424-01	Corsign WA Pty Ltd	Signage services	\$ 597.30
1/03/2024	2310.2504-01	The Fruit Box Group Pty Ltd	Catering	\$ 274.08
1/03/2024	2310.2512-01	Trustee for Fiford Family Trust T/as WA Heritage Tree Surgeons	Landscape services	\$ 5,555.00
1/03/2024	2310.2544-01	Lionel Samson Packaging Unit Trust T/as Sadleirs Packaging AU	Waste disposal items	\$ 569.25
1/03/2024	2310.2663-01	Officeworks Ltd	Office items	\$ 120.48
1/03/2024	2310.2664-01	Vigilant Traffic Management Group Pty Ltd	Traffic control services	\$ 4,029.30
1/03/2024	2310.3140-01	Phillip Gordon Hunt trading as Kerb Elite	Street maintenance	\$ 2,329.25

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1/03/2024	2310.3382-01	Woodlands Distributors Pty Ltd	Animal waste materials	\$ 2,752.20
1/03/2024	2310.3560-01	ASV Sales & Services (WA) Pty Ltd	Bobcat hire	\$ 572.00
1/03/2024	2310.3730-01	Robert Walters Pty Ltd	Temporary staff	\$ 3,091.67
1/03/2024	2310.3742-01	J Pilkington	Staff reimbursement	\$ 101.20
1/03/2024	2310.3786-01	The Trustee for The Watson Family T/as The Lawncare Man	Turf maintenance	\$ 660.00
1/03/2024	2310.3801-01	Hames Sharley (WA) Pty Ltd	Consulting services - Town Planning	\$ 8,596.50
1/03/2024	2310.3976-01	The Trustee for Upton Family Trust T/as Terravac Vacuum Excavations	Drain educting services	\$ 2,586.38
1/03/2024	2310.4039-01	Ruiter-Dawson Linda Robyn T/as The Connected Endeavour	Consulting Fee - ERP	\$ 5,200.00
1/03/2024	2310.4070-01	Orikan Australia Pty Ltd	Parking system sensor - support and maintenance	\$ 118,819.80
1/03/2024	2310.4148-01	Market Creations Agency Pty Ltd	Website support services	\$ 3,300.00
1/03/2024	2310.4158-01	Karlka Fencewright WA Pty Ltd	Infrastructure bond refund	\$ 1,000.00
1/03/2024	2310.4159-01	G Sullivan	Refund - Event venue cancellation	\$ 752.00
1/03/2024	2310.4160-01	J Kabala	Bond refund	\$ 1,000.00
1/03/2024	2310.4161-01	Ellenby Pty Ltd	Plants	\$ 2,398.00
1/03/2024	2310.4162-01	R Di Lello	Event bond refund	\$ 500.00
1/03/2024	2310.4163-01	L Zehnder	Event bond refund	\$ 500.00
7/03/2024	00027268	Australia Post	Postal services	\$ 416.00
7/03/2024	00027269	B J Cudlipp	Rates refund	\$ 815.50
7/03/2024	00027270	Bacchus One Pty Ltd	Refund of outdoor eating permit fee	\$ 716.09
14/03/2024	2312.2-01	Australian Services Union	Payroll deduction	\$ 212.00
14/03/2024	2312.3-01	Department of Human Services	Payroll deduction	\$ 648.21
14/03/2024	2314.19-01	McLeods Barristers & Solicitors	Legal services	\$ 18,801.36
14/03/2024	2314.24-01	ZircoDATA Pty Ltd	Storage fees	\$ 426.22
14/03/2024	2314.41-01	Baileys Fertilisers	Fertilisers	\$ 1,827.54
14/03/2024	2314.52-01	Town of Claremont	Western Suburbs Alliance contributions	\$ 19,205.91
14/03/2024	2314.62-01	Bunnings Group Ltd	Hardware supplies	\$ 255.12
14/03/2024	2314.85-01	Western Metropolitan Regional Council	Waste disposal services	\$ 19,899.47
14/03/2024	2314.86-01	Midshore Pty Ltd T/as Statewide Line Marking	Line marking maintenance	\$ 836.00
14/03/2024	2314.88-01	Managed IT Pty Ltd	IT services, maintenance and licensing	\$ 28,211.40

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
14/03/2024	2314.113-01	Telstra Corporation Limited	Communication charges	\$ 243.38
14/03/2024	2314.139-01	Australia Post	Postal services	\$ 921.62
14/03/2024	2314.210-01	Hays Specialist Recruitment (Aust.)	Temporary staff	\$ 10,906.02
14/03/2024	2314.526-01	Zipform Pty Ltd	Printing services	\$ 2,616.34
14/03/2024	2314.544-01	B M Pember	IT support	\$ 9,702.00
14/03/2024	2314.545-01	Department of Fire & Emergency Services	Emergency Service Levy contributions	\$ 560,665.41
14/03/2024	2314.656-01	Surf Life Saving Western Australia	Lifeguard services	\$ 35,711.87
14/03/2024	2314.661-01	T-Quip	Plant parts	\$ 264.00
14/03/2024	2314.738-01	Securepay Pty Ltd	Online payment service	\$ 1,540.00
14/03/2024	2314.1042-01	Iron Mountain Australia Group Pty Ltd	Storage services	\$ 453.88
14/03/2024	2314.1199-01	Drainflow Services Pty Ltd	Drain cleaning services	\$ 5,882.25
14/03/2024	2314.1245-01	Nu-Trac Rural Contracting	Beach cleaning services	\$ 13,167.00
14/03/2024	2314.1464-01	D U Electrical Pty Ltd	Electrical services	\$ 166.10
14/03/2024	2314.1479-01	Environmental Wastewater C S Pty Ltd	Clean sweeping	\$ 6,382.75
14/03/2024	2314.1503-01	Diamond Hire	Cherry picker hire	\$ 683.00
14/03/2024	2314.1626-01	Young's Plumbing Service Pty Ltd	Plumbing services	\$ 369.28
14/03/2024	2314.1915-01	Marketforce Pty Ltd	Graphic design services	\$ 2,576.75
14/03/2024	2314.1924-01	Technology One Ltd T/A Digital Mapping Solutions	Software licence fees	\$ 8,415.00
14/03/2024	2314.1997-01	Stone Supplies WA Pty Ltd T/A Creation Landscape Supplies	Road base supplies	\$ 77.40
14/03/2024	2314.2067-01	Rico Enterprises P/L atf Rico Family Trust T/as Solo Resource Recovery	Waste collection services	\$ 114,280.33
14/03/2024	2314.2078-01	Pipeline Irrigation	Irrigation services	\$ 4,488.00
14/03/2024	2314.2107-01	MEC 929 Pty Ltd T/A Murphy's Electrical Company	Electrical services	\$ 315.15
14/03/2024	2314.2191-01	Air Concepts Pty Ltd T/as Airflow Maintenance	Air conditioning materials and service	\$ 10,674.57
14/03/2024	2314.2341-01	Electricity Generation and Retail Corporation	Electricity charges	\$ 1,922.58
14/03/2024	2314.2512-01	Trustee for Fiford Family Trust T/as WA Heritage Tree Surgeons	Landscape services	\$ 2,090.00
14/03/2024	2311.2575-01	SuperChoice Services Pty Ltd	Superannuation contributions	\$ 37,742.31
14/03/2024	2314.2601-01	Sea Containers WA Pty Ltd	Sea container hire	\$ 272.80
14/03/2024	2314.2612-01	Instant Toilets & Showers Pty Ltd T/as Instant Products Hire	Portable toilet hire	\$ 1,146.35

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
14/03/2024	2314.2674-01	Ricoh Australia Pty Ltd	Photocopying charges	\$ 921.28
14/03/2024	2314.2725-01	AMPAC Debt Recovery (WA) Pty Ltd	Debt recovery commission costs	\$ 5.50
14/03/2024	2314.2772-01	Department of Mines, Industry Regulation and Safety	Partial refund: collection fees	\$ 20.00
14/03/2024	2314.2808-01	Trustee for Parakletos Family Trust T/as O'Connor Lawnmower and Chains	Plant parts	\$ 287.10
14/03/2024	2314.2886-01	Quadiant Finance Australia Pty Ltd	Folding machine lease	\$ 411.40
14/03/2024	2312.3505-01	Fleet Choice Pty Ltd	Payroll deduction	\$ 374.57
14/03/2024	2314.3544-01	Seek Limited	Advertising services	\$ 2,282.50
14/03/2024	2314.3560-01	ASV Sales & Services (WA) Pty Ltd	Posi tracks hire	\$ 341.00
14/03/2024	2314.3614-01	Valrose Pty Ltd	Consulting services - ERP	\$ 8,755.60
14/03/2024	2314.3735-01	AMS Technology Group Pty Ltd	Air conditioning services	\$ 1,144.00
14/03/2024	2314.3774-01	Datacom Solutions (AU) Pty Ltd	Software licence fees	\$ 7,970.60
14/03/2024	2314.3779-01	FJ Fitz & Co Pty Ltd T/A FJ Fitzsimmons & Co.	Street maintenance	\$ 4,180.00
14/03/2024	2314.4008-01	Omnicom Media Group Australia Pty Ltd aka Marketforce	Advertising services	\$ 2,503.49
14/03/2024	2314.4014-01	Redfish Technologies Pty Ltd	Sound equipment	\$ 2,215.95
14/03/2024	2314.4039-01	Ruiter-Dawson Linda Robyn T/as The Connected Endeavour	Consulting Fee - ERP	\$ 6,500.00
14/03/2024	2314.4059-01	Jalito Pty Ltd T/as Highway Dry Cleaners	Dry cleaning and laundry services	\$ 103.15
14/03/2024	2312.4062-01	Remuneration Services (QLD) Pty Ltd	Payroll deduction	\$ 1,048.34
14/03/2024	2314.4124-01	Gardner Autos Pty Ltd T/as Gardner Isuzu Ute	Vehicle parts	\$ 3,282.68
14/03/2024	2314.4165-01	L F & B Hewson	Rates refund	\$ 3,336.16
14/03/2024	2314.4166-01	W E L & G R Ormiston	Rates refund	\$ 3,332.11
14/03/2024	2314.4167-01	M C Pember & C H Skead	Rates refund	\$ 813.39
14/03/2024	2314.4168-01	Speca, Quirino T/as Speca Fabrications	Plant maintenance	\$ 660.00
14/03/2024	2314.4169-01	Khlid, Haibah T/as Perth ECO Beekeeping and Bees Removal	Pest control	\$ 1,100.00
14/03/2024	2313.98000-01	Australian Taxation Office	Payroll deduction	\$ 47,444.00
20/03/2024	2315.2023-01	Fines Enforcement Registry	Lodgement fees	\$ 6,262.50
20/03/2024	2316.3722-01	Flexi Staff Group Pty Ltd T/as Flexi Staff	Temporary staff	\$ 8,308.31
22/03/2024	2318.19-01	McLeods Barristers & Solicitors	Legal services	\$ 3,268.65
22/03/2024	2318.113-01	Telstra Corporation Limited	Communication charges	\$ 1,816.99

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
22/03/2024	2318.118-01	Water Corporation	Water usage and services charges	\$ 13,399.03
22/03/2024	2318.941-01	Boatshed Market Pty Ltd T/A Boatshed Fresh Food	Catering services	\$ 420.00
22/03/2024	2318.1640-01	Bicycle Network Victoria	Data collection services	\$ 2,282.50
22/03/2024	2318.1924-01	Technology One Ltd T/A Digital Mapping Solutions	Software licence fees	\$ 4,207.50
22/03/2024	2318.2341-01	Electricity Generation and Retail Corporation	Electricity charges	\$ 7,179.00
22/03/2024	2318.2424-01	Corsign WA Pty Ltd	Signage services	\$ 990.00
22/03/2024	2318.2899-01	E Group Holdings Pty Ltd Trading As E-Fire & Safety	Fire safety services	\$ 1,716.00
22/03/2024	2318.4170-01	R & NC Bellini T/as Universal Plumbers & Gas Fitting	Plumbing services	\$ 792.00
22/03/2024	2318.4171-01	Nancy & Susan P Zuvela T/as Wattleup Tractors	New plant item	\$ 2,059.62
28/03/2024	2321.2-01	Australian Services Union	Payroll deduction	\$ 212.00
28/03/2024	2321.3-01	Department of Human Services	Payroll deduction	\$ 648.21
28/03/2024	2323.37-01	Winc Australia Pty Limited	General office supplies	\$ 530.69
28/03/2024	2323.45-01	Town of Mosman Park	Depot lease - waste reimbursement	\$ 27,769.23
28/03/2024	2323.52-01	Town of Claremont	Shared Work Health & Safety Officer - contributions	\$ 14,986.58
28/03/2024	2323.62-01	Bunnings Group Ltd	General purpose supplies	\$ 1,927.04
28/03/2024	2323.75-01	Safety Zone Australia Pty Ltd	Work safety supplies	\$ 332.72
28/03/2024	2323.77-01	Galvins Plumbing Supplies	Plumbing supplies	\$ 1,912.13
28/03/2024	2323.79-01	Perth Irrigation Centre	Irrigation supplies	\$ 1,392.60
28/03/2024	2323.84-01	West Australian Local Government Association	Staff training	\$ 5,588.00
28/03/2024	2323.85-01	Western Metropolitan Regional Council	Waste disposal services	\$ 30,635.39
28/03/2024	2323.87-01	Repco	Vehicle parts	\$ 15.84
28/03/2024	2323.88-01	Managed IT Pty Ltd	IT services, maintenance and licensing	\$ 6,635.09
28/03/2024	2323.89-01	Major Motors Pty Ltd	Vehicle service	\$ 728.20
28/03/2024	2323.109-01	Award Contracting	Drainage services	\$ 1,650.00
28/03/2024	2323.113-01	Telstra Corporation Limited	Communication charges	\$ 1,628.46
28/03/2024	2323.188-01	Bob Jane T-Mart	Vehicle parts	\$ 551.00
28/03/2024	2323.210-01	Hays Specialist Recruitment (Aust.)	Temporary staff	\$ 11,975.92
28/03/2024	2323.574-01	Burgess Rawson (WA) Pty Ltd	Carpark rental fees	\$ 12,900.80
28/03/2024	2323.656-01	Surf Life Saving Western Australia	Lifeguard services	\$ 35,711.87
28/03/2024	2323.661-01	T-Quip	Plant parts	\$ 507.80
28/03/2024	2323.674-01	Gronbek Security	Security materials	\$ 1,408.66
28/03/2024	2323.791-01	Sculpture by the Sea	Sculpture by the Sea	\$ 77,000.00

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
28/03/2024	2323.824-01	City of Cockburn	Long service leave contribution	\$ 4,309.45
28/03/2024	2323.988-01	Securex Pty Ltd	Security services	\$ 114.40
28/03/2024	2323.1093-01	Dormakaba Australia Pty Ltd	Door repairs	\$ 921.71
28/03/2024	2323.1133-01	Lock, Stock & Farrell Locksmith Pty Ltd	Door locking materials	\$ 359.00
28/03/2024	2323.1199-01	Drainflow Services Pty Ltd	Drain cleaning services	\$ 11,275.00
28/03/2024	2323.1626-01	Young's Plumbing Service Pty Ltd	Plumbing services	\$ 2,886.48
28/03/2024	2323.1924-01	Technology One Ltd T/A Digital Mapping Solutions	Software licence fees	\$ 4,207.50
28/03/2024	2323.1956-01	Toolmart Australia Pty Ltd	Tool supplies	\$ 900.00
28/03/2024	2323.2028-01	Bug Busters	Pest control	\$ 165.00
28/03/2024	2323.2083-01	StrataGreen	Horticulture supplies	\$ 1,664.85
28/03/2024	2323.2107-01	MEC 929 Pty Ltd T/A Murphy's Electrical Company	Electrical services	\$ 503.80
28/03/2024	2323.2341-01	Electricity Generation and Retail Corporation	Electricity charges	\$ 477.01
28/03/2024	2323.2354-01	CSCH Pty Ltd T/as Charles Service Company	Cleaning services	\$ 9,803.99
28/03/2024	2323.2424-01	Corsign WA Pty Ltd	Signage services	\$ 760.10
28/03/2024	2323.2556-01	Water Technology Pty Ltd	Consulting services	\$ 6,869.06
28/03/2024	2323.2570-01	Greenshed Pty Ltd Trading as Living Turf	Turf maintenance	\$ 5,027.00
28/03/2024	2320.2575-01	SuperChoice Services Pty Ltd	Superannuation contributions	\$ 36,909.51
28/03/2024	2323.2644-01	Integrated Management Consultants Pty Ltd T/as Melville Mazda	Vehicle service	\$ 1,625.20
28/03/2024	2323.2899-01	E Group Holdings Pty Ltd Trading As E-Fire & Safety	Fire safety monthly service	\$ 410.30
28/03/2024	2323.3023-01	RSR Signage Pty Ltd T/as Signarama Osborne Park	Signage services	\$ 2,134.36
28/03/2024	2323.3117-01	oOh!media Operations Pty Ltd	Advertising services	\$ 516.75
28/03/2024	2323.3254-01	Ultimo Catering & Events Pty Ltd	Catering	\$ 519.55
28/03/2024	2323.3382-01	Woodlands Distributors Pty Ltd	Animal waste materials	\$ 4,820.20
28/03/2024	2321.3505-01	Fleet Choice Pty Ltd	Payroll deduction	\$ 374.57
28/03/2024	2323.3560-01	ASV Sales & Services (WA) Pty Ltd	Bobcat hire	\$ 858.00
28/03/2024	2323.3614-01	Valrose Pty Ltd	Consulting services - ERP	\$ 10,102.62
28/03/2024	2323.3632-01	Higgo Nominees Pty Ltd T/as Midland Sand & Soils Supplies	Sand/soil supplies	\$ 380.00
28/03/2024	2323.3643-01	ATBuild WA Pty Ltd	Infrastructure bond refund	\$ 1,500.00

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
28/03/2024	2323.3730-01	Robert Walters Pty Ltd	Temporary staff	\$ 5,023.96
28/03/2024	2323.3786-01	The Trustee for The Watson Family T/as The Lawncare Man	Turf maintenance	\$ 660.00
28/03/2024	2323.3834-01	Superior Nominees Pty Ltd T/as Miracle Recreation	Purchase park facilities	\$ 1,534.50
28/03/2024	2323.3888-01	Unplug Test Tag Pty Ltd	Electrical safety services	\$ 2,668.20
28/03/2024	2323.4027-01	DCR Nominees Pty Ltd T/A Hygiene Concepts	Hygiene Services	\$ 708.95
28/03/2024	2323.4039-01	Ruiter-Dawson Linda Robyn T/as The Connected Endeavour	Consulting Fee - ERP	\$ 5,200.00
28/03/2024	2323.4058-01	ATI-Mirage Training and Business Solutions Pty Ltd T/as ATI-Mirage	Staff training	\$ 558.00
28/03/2024	2323.4154-01	A C Y Woo	Rates refund	\$ 2,287.82
28/03/2024	2323.4172-01	K.S White & H.D White T/as KH Gutter Cleaning	Gutter cleaning	\$ 820.00
28/03/2024	2323.4173-01	The Trustee for Cornwall Import Unit Trust T/as Innerspace Commercial	Furniture	\$ 1,914.00
28/03/2024	2323.4174-01	G & M Taylor Property Services T/as Core Contracting WA	Infrastructure bond refund	\$ 1,500.00
28/03/2024	2323.4175-01	M K Pyvis	Infrastructure bond refund	\$ 1,500.00
28/03/2024	2323.4176-01	H Seneviratne	Event bond refund	\$ 1,000.00
28/03/2024	2323.4177-01	L Devine	Event bond refund	\$ 500.00
28/03/2024	2323.4178-01	S Allen	Refund - Event venue cancellation	\$ 1,460.00
28/03/2024	2323.4179-01	A Bannerman	Refund: Infringement charges	\$ 100.00
28/03/2024	2322.98000-01	Australian Taxation Office	Payroll deduction	\$ 43,111.00
4/03/2024		Commonwealth Bank of Australia	Bank fees	\$ 330.73
11/03/2024		Refund overpayment	Infringement	\$ 100.00
14/03/2024		National Australia Bank	Bank fees	\$ 33.70
14/03/2024		Town of Cottesloe staff	Fortnightly payroll	\$ 147,889.61
15/03/2024		National Australia Bank	Bank fees	\$ 50.30
25/03/2024		Refund overpayment	Traffic management plan	\$ 179.00
28/03/2024		National Australia Bank	Bank fees	\$ 25.91
28/03/2024		National Australia Bank	Bank fees	\$ 166.41
28/03/2024		National Australia Bank	Bank fees	\$ 812.70

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

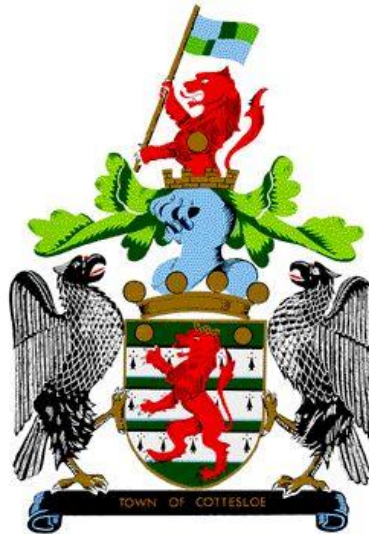
<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
28/03/2024		National Australia Bank	Bank fees	\$ 1,105.61
28/03/2024		Town of Cottesloe staff	Fortnightly payroll	\$ 141,676.13
SUB - TOTAL EFT'S AND CHEQUES				\$ 1,991,958.38

TOWN OF COTTESLOE

LIST OF ACCOUNTS PAID DURING MARCH 2024 AND PRESENTED TO A MEETING OF THE COUNCIL HELD ON 28 MAY 2024

<u>Date</u>	<u>Payment Reference</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Fuel Card Payments				
20/03/2024	2317.1721-01	Business Fuel Cards Pty Ltd	Fleet fuel cards - February 2024	
		Card number 505588	Fuel purchases - Registration 1GXJ065	\$ 214.33
		Card number 567760	Fuel purchases - 1HRH174	\$ 256.87
		Card number 821985	Fuel purchases - 1GVU588	\$ 6.37
		Card number 877557	Fuel purchases - 1HTF613	\$ 213.93
		Card number 46269	Fuel purchases - Depot small plant	\$ 197.31
		Card number 51731	Fuel purchases - 1GIZ365	\$ 171.77
		Card number 233800	Fuel purchases - 1GCL860	\$ 258.93
		Card number 996786	Fuel purchases - 1HWL927	\$ 599.20
		Card number 56580	Fuel purchases - 1HWK612	\$ 563.82
		Card number 900223	Fuel purchases - CTCDIESEL	\$ 311.27
		Card number 635876	Fuel purchases - 1GIB711	\$ 60.57
		Card number 150205	Fuel purchases - 1HND285	\$ 468.30
		Card number 632038	Fuel purchases - 1HOH345	\$ 678.53
		Card number 55484	Fuel purchases - 1GXV805	\$ 87.27
		Card number 9506	Fuel purchases - 1HVS060	\$ 272.77
		Card number 339944	Fuel purchases - 1HZF135	\$ 191.91
		Card number 346915	Fuel purchases - 1HZF136	\$ 253.58
		Card number 481597	Fuel purchases - 1HZM771	\$ 456.04
		Card number 666170	Fuel purchases - 1ICU511	\$ 394.49
		Card number 537239	Fuel purchases - 1HIY954	\$ 284.70
		Card number 739306	Fuel purchases - 1HJT268	\$ 449.27
		Card number 739744	Fuel purchases - 1HJJ843	\$ 352.96
		Card number 633177	Fuel purchases - 1GRD368	\$ 325.01
		Card number 859715	Fuel purchases - 1EXZ241	\$ 494.27
		Card number 661788	Fuel purchases - 1GCT757	\$ 6.37
		Card number 746258	Fuel purchases - 1GWK670	\$ 201.34
		Card number 33920	Fuel purchases - 1HRG905	\$ 432.65
		Card number 808343	Fuel purchases - 1ICN212	\$ 81.83
Fuel Card Purchases - February 2024				\$ 8,285.66
GRAND TOTAL				\$ 2,000,244.04

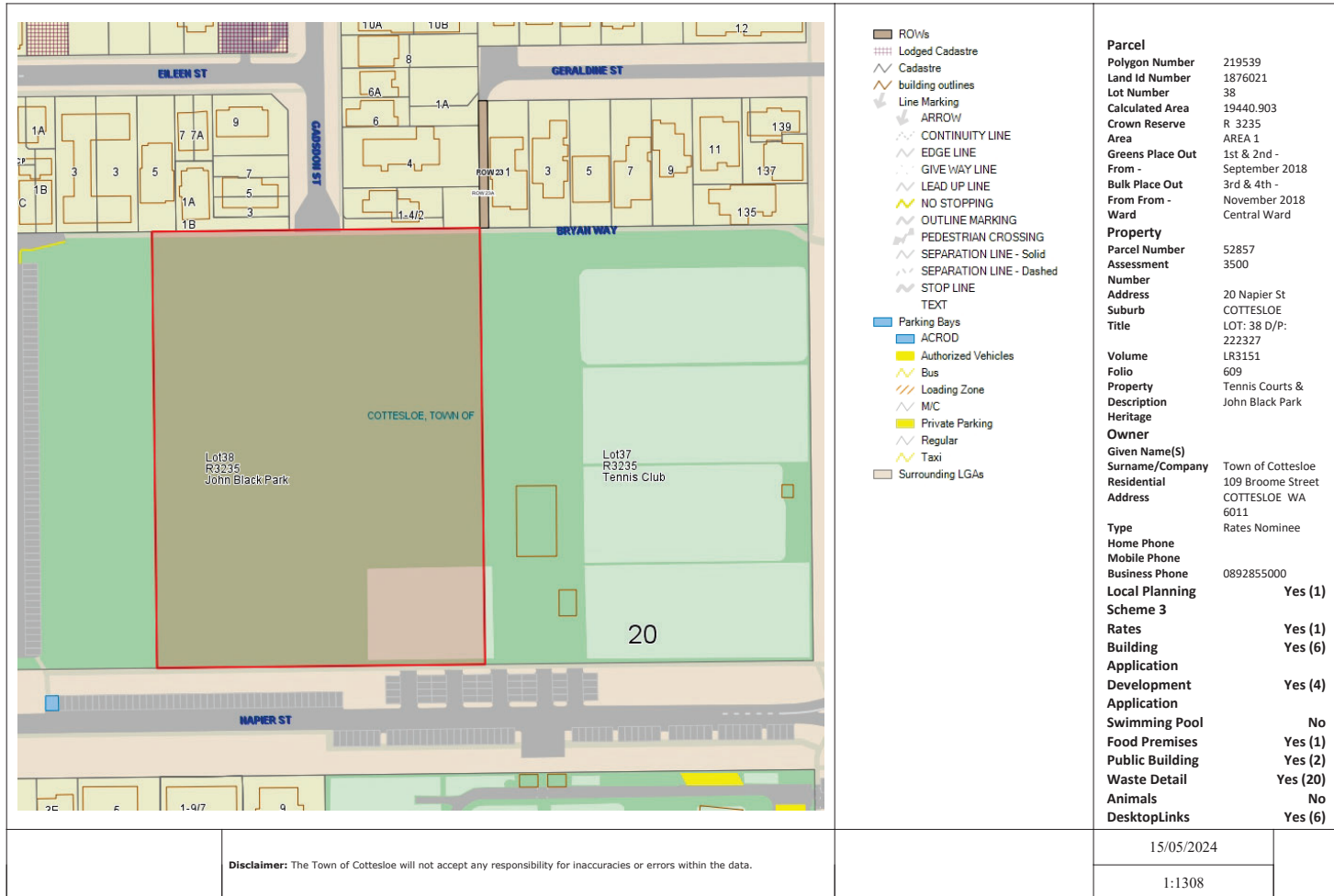
TOWN OF COTTESLOE



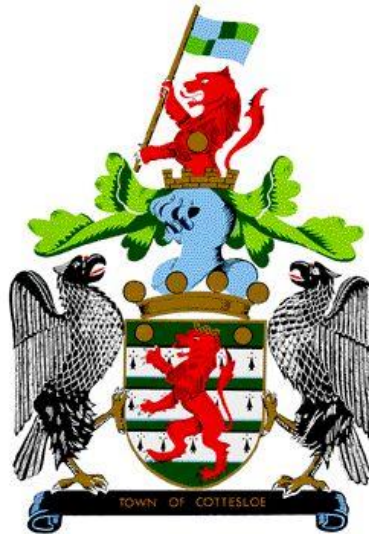
AGENDA FORUM

ATTACHMENT

ITEM 10.1.2A: MAP OF JOHN BLACK DUNE PARK



TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

ITEM 10.1.3A: DRAFT WASTE LOCAL LAW - V1

TOWN OF COTTESLOE

WASTE LOCAL LAW 2024

DRAFT

Waste Avoidance and Resource Recovery Act 2007
Local Government Act 1995

Town of Cottesloe

Waste Local Law 2024

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Waste Avoidance and Resource Recovery Act 2007
Local Government Act 1995

Town of Cottesloe

Waste Local Law 2024

Under the powers conferred on it by the *Waste Avoidance and Resource Recovery Act 2007*, the *Local Government Act 1995* and under all other enabling powers, the Council of the Town of Cottesloe

resolved on [insert date] to make the following local law.

Part 1 - Preliminary

1.1 Short title

This is the Town of Cottesloe

Waste Local Law 2024.

1.2 Commencement

This local law commences 14 days after the day on which it is published in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Repeal

Sections 38 to 49 of the Towns *Health Local Law*, published in the *Government Gazette* on 12th August, 1997 are repealed.

1.5 Meaning of terms used in this local law

(1) In this local law—

authorised person means a person appointed by the local government under section 9.10 of the LG Act to perform any of the functions of an authorised person under this local law;

collectable waste means local government waste that is not—

- (a) liquid refuse;
- (b) liquid waste; or
- (c) non-collectable waste;

collectable waste receptacle means a receptacle for the deposit and collection of collectable waste that is—

- (a) a recycling waste receptacle;
- (b) a general waste receptacle; or
- (c) an organic waste receptacle;

collection, when used in relation to a receptacle, means the collection and removal of collectable waste from the receptacle by the local government or its contractor;

collection day means the day determined by the local government for the collection of collectable waste in the district or a part of the district;

collection time means the time on the collection day determined by the local government for the collection of collectable waste in the district or a part of the district;

costs of the local government include administrative costs;

Council means the council of the local government;

district means the district of the local government;

general waste receptacle means a receptacle for the deposit and collection of collectable waste that is not recycling waste;

LG Act means the *Local Government Act 1995*;

LG Regulations means the *Local Government (Functions and General) Regulations 1996*;

local government means **Town of Cottesloe**;

local government waste has the same meaning as in the WARR Act;

non-collectable waste has the meaning set out in Schedule 1;

occupier in relation to premises, means any or all of the following—

- (a) a person by whom or on whose behalf the premises are actually occupied; or
- (b) a person having the management or control of the premises;

organic waste means waste that decomposes readily, such as garden waste or food waste;

organic waste receptacle means a receptacle for the deposit and collection of organic waste ;

owner has the same meaning as in the LG Act;

public place includes a place to which the public ordinarily have access, whether or not by payment of a fee;

receptacle, means a receptacle—

- (a) that has been supplied for the use of the premises by the local government or its contractor, or which has otherwise been approved by the local government; and
- (b) the waste from which is collected and removed from the premises by the local government or its contractor;

recycling waste receptacle means a receptacle for the deposit and collection of recycling waste;

recycling waste means—

- (a) paper and cardboard;
- (b) plastic containers comprised of polyethylene terephthalate or high density polyethylene;
- (c) glass containers;
- (d) steel containers;
- (e) aluminium containers;
- (f) liquid paper board; and
- (g) any other waste determined by the local government to be recycling waste;

specified means specified by the local government or an authorised person, as the case may be;

street alignment means the boundary between the land comprising a street and the land that abuts the street;

WARR Act means the *Waste Avoidance and Resource Recovery Act 2007*;

WARR Regulations means the *Waste Avoidance and Resource Recovery Regulations 2008*;

waste has the same meaning as in the WARR Act;

waste facility means a waste facility, as defined in the WARR Act, that is operated by the local government; and

waste service has the same meaning as in the WARR Act.

- (2) Where, in this local law, a duty or liability is imposed on an owner or occupier, or on an owner and occupier, the duty or liability is taken to be imposed jointly and severally on each of the owners or occupiers.

1.6 Local public notice of determinations

Where, under this local law, the local government has a power to determine a matter –

- (a) local public notice, under section 1.7 of the LG Act, must be given of the matter determined;
- (b) the determination becomes effective only after local public notice has been given;
- (c) the determination remains in force for the period of one year after the date that local public notice has been given under subclause (a);
- (d) after the period referred to in subclause (c), the determination continues in force only if, and for so long as, it is the subject of local public notice, given annually, under section 1.7 of the LG Act; and
- (e) the determination must be recorded in a publicly accessible register of determinations that must be maintained by the local government.

1.7 Rates, fees and charges

The local government's powers to impose rates, fees and charges in relation to waste services are set out in sections 66 to 68 of the WARR Act and sections 6.16 and 6.17 of the LG Act.

1.8 Power to provide waste services

The local government's power to provide, or enter into a contract for the provision of, waste services is dealt with in section 50 of the WARR Act.

Part 2 - Local government waste**2.1 Supply of receptacles**

- (1) The local government is to supply, for the use of each premises that are, or are capable of being, occupied or used for residential purposes, one or more receptacles for the collection and removal, from those premises, of collectable waste.
- (2) The owner of premises to which subclause (1) applies must—
 - (a) ensure that the fee or charge (if any) imposed by the local government in relation to each receptacle is paid to the local government; and
 - (b) ensure that each receptacle is used, in respect of those premises, in accordance with this local law.

2.2 Deposit of waste in receptacles

- (1) An owner or occupier of premises must not deposit or permit to be deposited in a receptacle any non-collectable waste.
- (2) A person must not deposit waste in a receptacle that has been provided for the use of other premises without the consent of the owner or occupier of those premises.

2.3 General waste receptacles

- (1) An owner or occupier of premises must not deposit or permit to be deposited in a general waste receptacle—
 - (a) where the receptacle has a capacity of 240 litres—more than 70 kilograms of collectable waste; or
 - (b) where the receptacle has any other capacity—more than the weight determined by the local government.
- (2) Where the local government supplies recycling waste receptacles, an owner or occupier of premises must not deposit or permit to be deposited in a general waste receptacle any recycling waste.
- (3) Where the local government supplies organic waste receptacles, an owner or occupier of premises must not deposit or permit to be deposited in a general waste receptacle any organic waste.

2.4 Recycling waste receptacles

An owner or occupier of premises must not deposit or permit to be deposited in a recycling waste receptacle—

- (a) anything other than the particular type of recycling waste for which that receptacle was provided by the local government for those premises;
- (b) where the receptacle has a capacity of 240 litres— more than 70 kilograms of recycling waste; or
- (c) where the receptacle has any other capacity—more than the weight determined by the local government.

2.5 Organic waste receptacles

An owner or occupier of premises must not deposit or permit to be deposited in an organic waste receptacle—

- (a) anything other than the particular type of organic waste for which that receptacle was provided by the local government for those premises;
- (b) where the receptacle has a capacity of 240 litres - more than 70 kilograms of organic waste; or
- (c) where the receptacle has any other capacity - more than the weight determined by the local government.

2.6 Direction to place or remove a receptacle

- (1) The local government or an authorised person may give a written direction to an owner or occupier of specified premises —
 - (a) to place a receptacle in respect of those premises for collection; or
 - (b) to remove a receptacle in respect of those premises after collection.

- (2) The direction under subclause (1) may specify when the placement or removal is to occur, or where the receptacle is to be placed, or both.
- (3) An owner or occupier of premises must comply with a direction given under this clause.

2.7 Duties of owner or occupier

An owner or occupier of premises must—

- (a) except for a reasonable period before and after collection time, keep each receptacle in a storage space or area that is behind the street alignment;
- (b) take reasonable steps, if placing a receptacle for collection on the verge adjoining the premises, or other area as determined by the local government, ensure that, within a reasonable period before collection time, each receptacle is —
 - (i) within 1 metre of the carriageway;
 - (ii) placed so that it does not unduly obstruct any footpath, cycle way, right-of-way or carriageway; and
 - (iii) facing squarely to the edge of and opening towards the carriageway,or in such other position as is approved in writing by the local government or an authorised person; and
- (c) if the receptacle is lost, stolen, damaged or defective, notify the local government, as soon as practicable, after the event.

2.8 Exemption

- (1) An owner or occupier of premises may apply in writing to the local government for an exemption from compliance with the requirements of clause 2.7(a) or (b).
- (2) The local government or an authorised person may grant, with or without conditions, or refuse an application for exemption from compliance under this clause.
- (3) An exemption granted under this clause must state—
 - (a) the premises to which the exemption applies;
 - (b) the period during which the exemption applies; and
 - (c) any conditions imposed by the local government or the authorised person.
- (4) An exemption granted under this clause ceases to apply –
 - (a) if the local government decides, on reasonable grounds, that there has been a failure to comply with a condition of the exemption; and

- (b) from the date that the local government informs the owner or occupier of its decision under clause 2.8(4)(a).

2.9 Damaging or removing receptacles

A person, other than the local government or its contractor, must not—

- (a) damage, destroy or interfere with a receptacle; or
- (b) except as permitted by this local law or as authorised by the local government or an authorised person, remove a receptacle from any premises to which it was delivered by the local government or its contractor.

2.10 Verge collections

- (1) Where the local government has advertised a verge waste collection (such as a green waste, or a bulk waste, verge collection) a person, unless with and in accordance with the approval of the local government or an authorised person—
 - (a) must deposit waste only during the period of time, and in accordance with other terms and conditions, as advertised by the local government in relation to that verge waste collection; and
 - (b) must otherwise comply with those terms and conditions.
- (2) Where waste has been deposited on a verge for a verge waste collection, a person must not remove any of that waste for a commercial purpose but may remove it for any other purpose.
- (3) Except where waste is lawfully removed from a verge under this clause, a person must not disassemble or tamper with any waste deposited on a verge for a verge waste collection so as to increase the risk of harm to any person.
- (4) Clause 2.10(2) does not apply to the local government or a person engaged or contracted by the local government in relation to the verge waste collection.

Part 3 - General duties

3.1 Duties of an owner or occupier

An owner or occupier of premises must—

- (a) take reasonable steps to ensure that a sufficient number of receptacles are provided to contain all waste which accumulates or may accumulate in or from the premises;
- (b) ensure that each receptacle is kept in good condition and repair;
- (c) take all reasonable steps to—
 - (i) prevent fly breeding and keep each receptacle free of flies, maggots, cockroaches, rodents and other vectors of disease;
 - (ii) prevent the emission of offensive or noxious odours from each receptacle; and

- (iii) ensure that each receptacle does not cause a nuisance to an occupier of adjoining premises; and
- (d) whenever directed to do so by the local government or an authorised person, thoroughly clean, disinfect, deodorise and apply a residual insecticide to each receptacle.

3.2 Removal of waste from premises

- (1) A person must not remove any waste from premises unless that person is—
 - (a) the owner or occupier of the premises;
 - (b) authorised to do so by the owner or occupier of the premises; or
 - (c) authorised in writing to do so by the local government or an authorised person.
- (2) A person must not remove any waste from a receptacle without the approval of—
 - (a) the local government or an authorised person; or
 - (b) the owner or occupier of the premises at which the receptacle is ordinarily kept.

3.3 Receptacles and containers for public use

A person must not, without the approval of the local government or an authorised person—

- (a) deposit household, commercial or other waste from any premises on or into; or
- (b) remove any waste from,

a receptacle provided for the use of the general public in a public place.

Part 4 - Operation of waste facilities

4.1 Operation of this Part

This Part applies to a person who enters a waste facility.

4.2 Hours of operation

The local government may from time to time determine the hours of operation of a waste facility.

4.3 Signs and directions

- (1) The local government or an authorised person may regulate the use of a waste facility—
 - (a) by means of a sign; or
 - (b) by giving a direction to a person within a waste facility.

- (2) A person within a waste facility must comply with a sign or direction under subclause (1).
- (3) The local government or an authorised person may direct a person who commits, or is reasonably suspected by the local government or the authorised person of having committed, an offence under this clause to leave the waste facility immediately.
- (4) A person must comply with a direction under subclause (3).

4.4 Fees and charges

- (1) Unless subclause (3) applies, a person must, on or before entering a waste facility or on demand by the local government or an authorised person, pay the fee or charge as assessed by an authorised person.
- (2) An authorised person may assess the fee or charge in respect of a particular load of waste at a rate that applies to any part of that load, even if that rate is higher than the rate that would apply to any other part of the load.
- (3) Subclause (1) does not apply—
 - (a) to a person who disposes of waste in accordance with the terms of—
 - (i) a credit arrangement with the local government; or
 - (ii) any other arrangement with the local government to pay the fee or charge at a different time or in a different manner; and
 - (b) to the deposit of waste owned by the local government, or in the possession of an employee on behalf of the local government.

4.5 Depositing waste

- (1) A person must not deposit waste at a waste facility other than—
 - (a) at a location determined by a sign and in accordance with the sign; and
 - (b) in accordance with the direction of an authorised person.
- (2) The local government may determine the classification of any waste that may be deposited at a waste facility.

4.6 Prohibited activities

- (1) Unless authorised by the local government, a person must not—
 - (a) remove any waste or any other thing from a waste facility;
 - (b) deposit at a waste facility that is a landfill site any waste that is toxic, poisonous or hazardous, or the depositing of which is regulated or prohibited by any written law;
 - (c) light a fire in a waste facility;
 - (d) remove, damage or otherwise interfere with any flora in a waste facility;

- (e) remove, injure or otherwise interfere with any fauna in a waste facility;
or
 - (f) damage, deface or destroy any building, equipment, plant or property within a waste facility.
- (2) A person must not act in an abusive or threatening manner towards any person using, or engaged in the management or operation of, a waste facility.

Part 5 - Enforcement

5.1 Objection and appeal rights

Division 1 of Part 9 of the LG Act applies to a decision under this local law to grant, renew, vary or cancel –

- (a) an approval under clause 2.7(b);
- (b) an exemption under clause 2.8(2);
- (c) an approval under clause 2.9(b);
- (d) an approval under clause 2.10(1);
- (e) an authorisation under clause 3.2(1)(c);
- (f) an approval under clause 3.2(2); and
- (g) an approval under clause 3.3.

5.2 Offences and general penalty

- (1) A person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law a person is prohibited from doing, commits an offence.
- (2) A person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5,000, and if the offence is of a continuing nature, to a further penalty not exceeding \$500 in respect of each day or part of a day during which the offence has continued.

5.3 Other costs and expenses

- (1) A person who is convicted of an offence under this local law is to be liable, in addition to any penalty imposed under clause 5.2, to pay to the local government the costs and expenses incurred by the local government in taking remedial action such as—
- (a) removing and lawfully disposing of toxic, hazardous or poisonous waste; or
 - (b) making good any damage caused to a waste facility.
- (2) The costs and expenses incurred by the local government are to be recoverable, as a debt due to the local government, in a court of competent civil jurisdiction.

5.4 Prescribed offences

- (1) An offence against a clause specified in Schedule 2 is a prescribed offence for the purposes of section 9.16(1) of the LG Act.
- (2) The amount of the modified penalty for a prescribed offence is that specified adjacent to the clause in Schedule 2.

5.5 Form of notices

- (1) Where a vehicle is involved in the commission of an offence, the form of the notice referred to in section 9.13 of the LG Act is that of Form 1 in Schedule 1 of the LG Regulations.
- (2) The form of the infringement notice given under section 9.16 of the LG Act is that of Form 2 in Schedule 1 of the LG Regulations.
- (3) The form of the infringement withdrawal notice given under section 9.20 of the LG Act is that of Form 3 in Schedule 1 of the LG Regulations.

DRAFT

Schedule 1 - Meaning of 'non-collectable waste'

[Clause 1.5(1)]

non-collectable waste means –

- (a) hot or burning material;
- (b) household hazardous waste, including paint, acids, alkalis, fire extinguishers, solvents, pesticides, oils, gas cylinders, batteries, chemicals and heavy metals;
- (c) any other hazardous material, such as radioactive waste;
- (d) any explosive material, such as flares or ammunition;
- (e) electrical and electronic equipment;
- (f) hospital, medical, veterinary, laboratory or pathological substances;
- (g) construction or demolition waste;
- (h) sewage;
- (i) 'controlled waste' for the purposes of the *Environmental Protection (Controlled Waste) Regulations 2004*;
- (j) any object that is greater in length, width, or breadth than the corresponding dimension of the receptacle or that will not allow the lid of the receptacle to be tightly closed;
- (k) waste that is or is likely to become offensive or a nuisance, or give off an offensive or noxious odour, or to attract flies or cause fly breeding unless it is first wrapped in non-absorbent or impervious material or placed in a sealed impervious and leak-proof container; and
- (l) any other waste determined by the local government to be non-collectable waste.

Schedule 2 - Prescribed offences

Item No.	Clause No.	Description	Modified Penalty
1	2.1(2)(a)	Failing to pay fee or charge	\$350
2	2.1(2)(b)	Failing to ensure lawful use of receptacle	\$350
3	2.2(1)	Depositing non-collectable waste in a receptacle	\$350
4	2.2(2)	Depositing waste in another receptacle without consent	\$350
5	2.3(1)	Exceeding weight capacity of a general waste receptacle	\$350
6	2.3(2) and (3)	Depositing unauthorised waste in a general waste receptacle	\$350
7	2.4(a)	Depositing unauthorised waste in a recycling waste receptacle	\$350
8	2.4(b) and (c)	Exceeding weight capacity of a recycling waste receptacle	\$250
9	2.5(a)	Depositing unauthorized waste in an organic waste receptacle	\$350
10	2.5(b) and (c)	Exceeding weight capacity of an organic waste receptacle	\$350
11	2.6(3)	Failing to comply with a direction concerning placement or removal of a receptacle	\$250
12	2.7(a)	Failing to keep a receptacle in the required location	\$250
13	2.7(b)	Failing to place a receptacle for collection in a lawful position	\$250
14	2.7(c)	Failing to notify of a lost, stolen, damaged or defective receptacle	\$250
15	2.9(a)	Damaging, destroying or interfering with a receptacle	\$400
16	2.9(b)	Removing a receptacle from premises	\$400
17	2.10(1)	Failing to comply with a term or condition of verge waste collection	\$400
18	2.10(2)	Removing waste for commercial purposes	\$350
19	2.10(3)	Disassembling or leaving in disarray waste deposited for collection	\$250
20	3.1(a)	Failing to provide a sufficient number of receptacles	\$250
21	3.1(b)	Failing to keep a receptacle clean and in a good condition and repair	\$250
22	3.1(c)(i)	Failing to prevent fly breeding and vectors of disease in a receptacle	\$350
23	3.1(c)(ii)	Failing to prevent the emission of offensive odours from a receptacle	\$350
24	3.1(c)(iii)	Allowing a receptacle to cause a nuisance	\$350
25	3.1(d)	Failing to comply with a direction to clean, disinfect or deodorise receptacle	\$300
26	3.2(1)	Unauthorised removal of waste from premises	\$250

Item No.	Clause No.	Description	Modified Penalty
27	3.2(2)	Removing waste from a receptacle without approval	\$250
28	4.3(2)	Failing to comply with a sign or direction	\$500
29	4.3(4)	Failing to comply with a direction to leave	\$500
30	4.4(1)	Disposing waste without payment of fee or charge	\$500
31	4.5(1)	Depositing waste contrary to sign or direction	\$500
32	4.6(1)(a)	Removing waste without authority in a waste facility	\$250
33	4.6(1)(b)	Depositing toxic, poisonous or hazardous waste at a waste facility	\$500
34	4.6(1)(c)	Lighting a fire in a waste facility	\$300
35	4.6(1)(d)	Removing or interfering with any flora in a waste facility	\$300
36	4.6(1)(e)	Removing or interfering with any fauna without approval in a waste facility	\$300
37	4.6(1)(f)	Damaging, defacing or destroying any building, equipment, plant or property within a waste facility	\$500
38	4.6(2)	Acting in an abusive or threatening manner	\$300

Dated this _____ of _____ 2024

The Common Seal of the Town of Cottesloe)
was affixed by authority of a resolution)
of the Council in the presence of:)

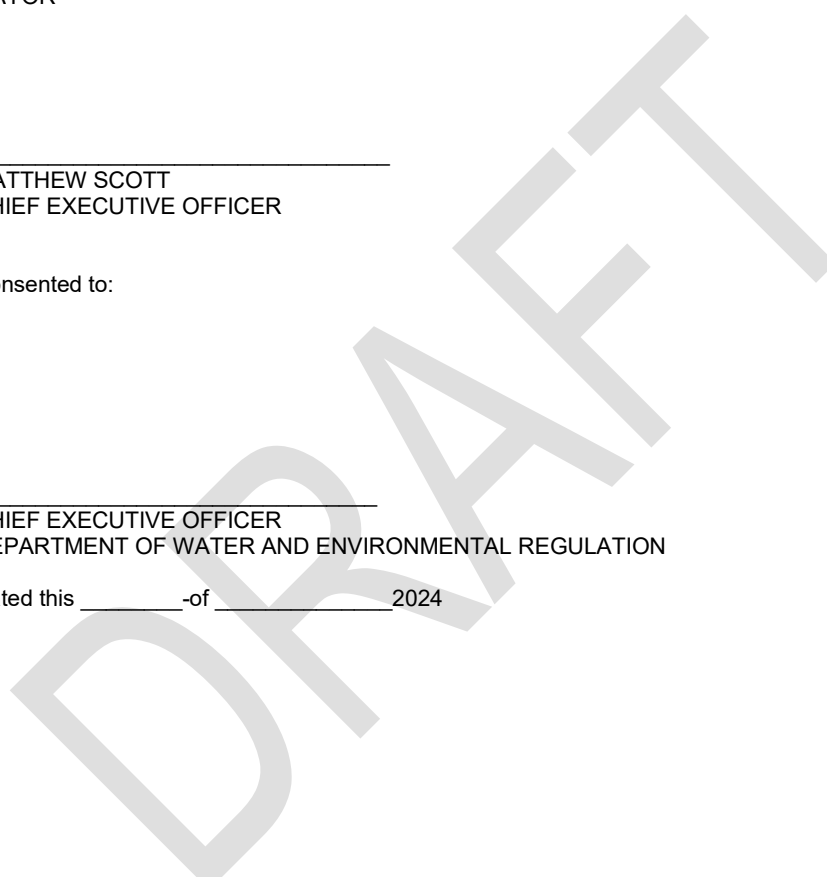
LORRAINE YOUNG
MAYOR

MATTHEW SCOTT
CHIEF EXECUTIVE OFFICER

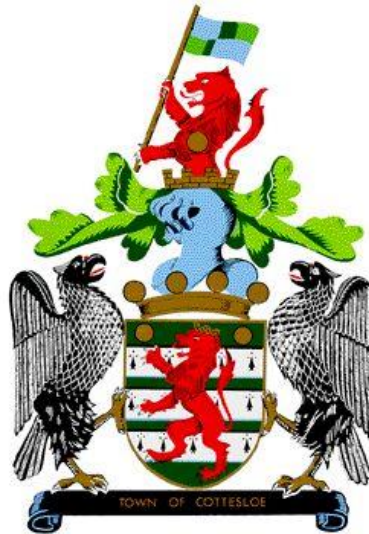
Consented to:

CHIEF EXECUTIVE OFFICER
DEPARTMENT OF WATER AND ENVIRONMENTAL REGULATION

Dated this _____-of _____ 2024



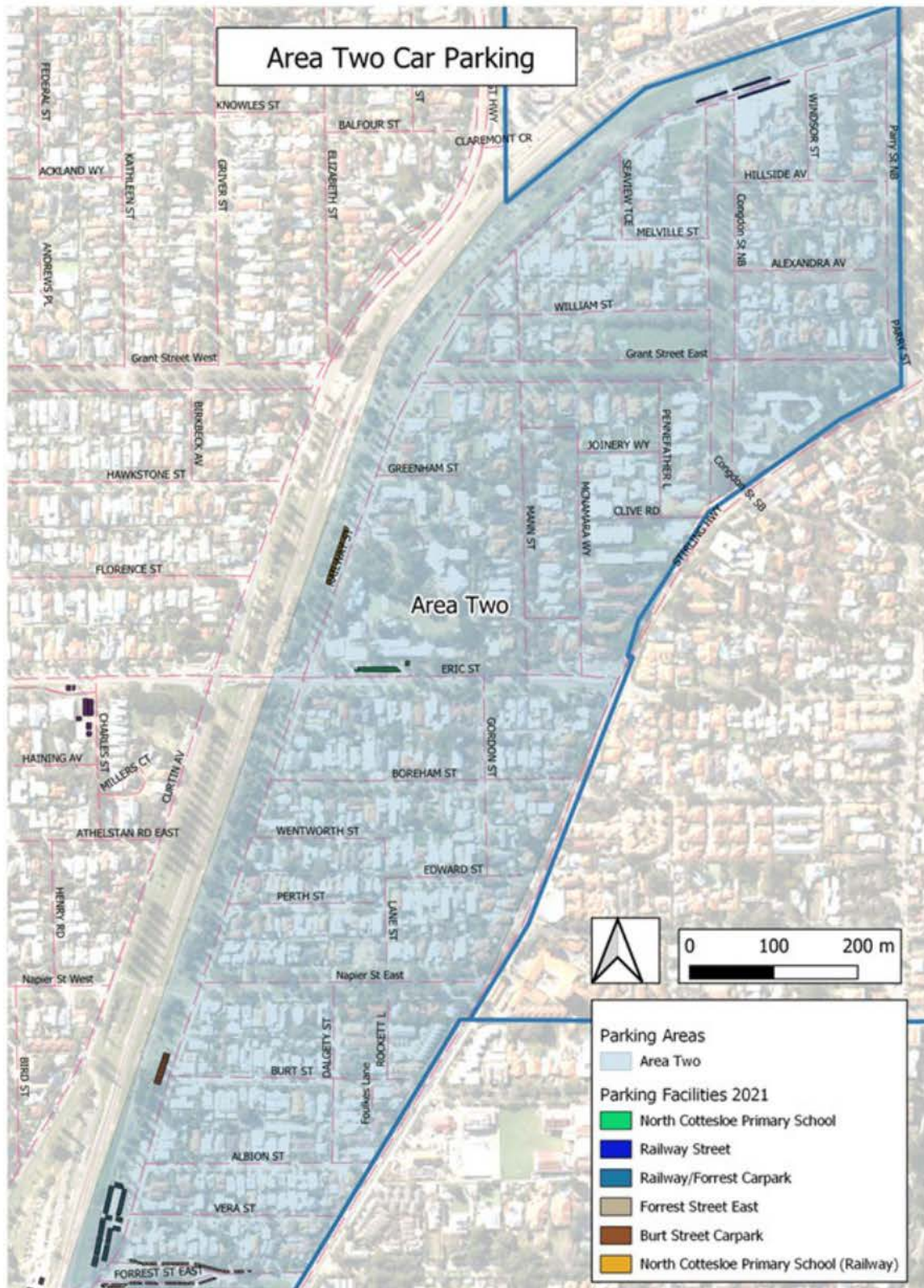
TOWN OF COTTESLOE



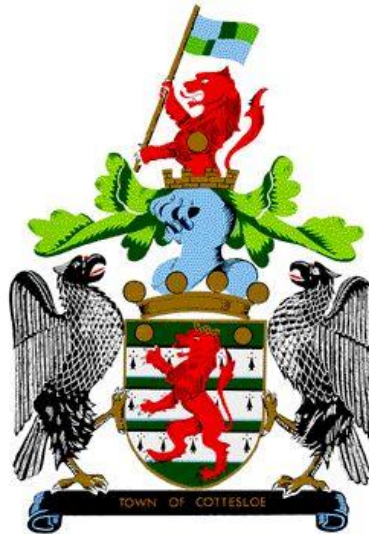
AGENDA FORUM

ATTACHMENT

ITEM 10.1.4A: REMOVAL OF PARKING PERMIT - AREA 2



TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.5A:
ATTACHMENT A - EMAIL CORRESPONDENCE
WITH SVGC - REDACTED**

Rachel Cranny

From: Sea View Golf Club Manager [REDACTED]
Sent: Friday, 3 May 2024 9:54 AM
To: Shaun Kan
Cc: David Rogers; Graham Castledine; Rachel Cranny; Matthew Scott
Subject: RE: Liability Insurance
Attachments: Hole2-high res.jpg

Hi Shaun,

Please see attached the plan in 3D of what the hole will look like once redesigned. As you know, this discussion was originally raised by the Town to relocate the Tee Box into the South/East corner of the hole with the intent to steer the tee shots back into the golf course. Comment was also made originally that the Town would fund this project.

The Golf Club then wanted to increase the safety even more and we engaged our Course Designer Jeff Lane to design the attached. The hole is designed so the landing area is only an iron shot off the tee and then the player hits only a small iron back into the green. We will then plant trees up and down the base of the rock wall to deter players even more and make the whole right hand side of the hole 'uninviting' to a golfer to take the green on with a longer club.

We are open for the CEO to engage with the Sea View Golf Club and work with us on the plan attached. We aim going forward that we will reconstruct more holes like this moving forward to increase safety around the entire 9 holes.

For example, when we redesigned the 8/17th green, you will notice that we brought that green in from Pearce street roughly 20 metres.

Thanks Shaun, have a nice weekend.

Tristan McCallum
Managing Secretary
T +61 (08) 9384 0471
Pro Shop +61 (08) 9384 8879
Jarrad Street
Cottesloe, WA 6011



From: Shaun Kan <des@cottesloe.wa.gov.au>
Sent: Thursday, May 2, 2024 4:02 PM
To: Sea View Golf Club Manager [REDACTED]
Cc: David Rogers [REDACTED]; Graham Castledine [REDACTED]; Rachel Cranny <eso1@cottesloe.wa.gov.au>; Matthew Scott <ceo@cottesloe.wa.gov.au>
Subject: RE: Liability Insurance

Hi Tristan

Thank you for the information. Would it be possible to also please:

- Provide the initial query that was posed to Elders Insurance for context including all plans (if any) that was part of the query that lead to your insurers response provided to us on 13 March 2024 (email within trail)
- For clarity, the plan that the SVGC is looking at for Fairway 2/11 and the designer of this plan
- Provide a response to point 3 of the November 2023 resolution below:

"2. NOTES the advice provided by the Golf Course Architects and the principle of Option 2 that converts the Seaview Golf Club Course hole 2 and 11 to a Par 3, fundamentally involve building a new green along the western edge of this fairway and a new tee box so that tee shots are directed away from Harvey Fields and Cottesloe Oval as shown in Richard Chamberlain Report and Diagram 4 within the Officer's Comment Section;

3. INSTRUCTS the CEO to engage with the Seaview Golf Club to obtain feedback from the Club on point 2 and determine how this fits into any future golf course improvements proposed by the Club;"

Once this is received, we will then be able to finalise an item to Council on this matter.

Please do not hesitate to contact me should you require any further information.

Many Thanks

Best Regards

Shaun

Shaun Kan

Director Engineering Services



Town of Cottesloe

PO Box 606 | Cottesloe WA 6911

Phone: (08) 9285 5000

Email: des@cottesloe.wa.gov.au

Web: www.cottesloe.wa.gov.au



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From: Sea View Golf Club Manager [REDACTED]
Sent: Thursday, 2 May 2024 1:47 PM
To: Shaun Kan <des@cottesloe.wa.gov.au>
Cc: David Rogers [REDACTED]; Graham Castledine [REDACTED]; Rachel Cranny <eso1@cottesloe.wa.gov.au>; Matthew Scott <ceo@cottesloe.wa.gov.au>
Subject: RE: Liability Insurance

Hi Shaun,

Please see below from Tim at Elders Insurance.

Hi Tristan

Further to this, I received confirmation that the response we have given cannot be elaborated on.

We can only advise to the conditions on the policy and what the cover is in line with how the policy is written.

They will not theorise on what is and what isn't a potential claim.

No insurer will ever do that, each potential claim has its own triggers, and set of circumstances, they are all different.

Regards

Tim

Tim Goodwin
Director

Elders Insurance Perth

Tristan McCallum
Managing Secretary

T +61 (08) 9384 0471
Pro Shop +61 (08) 9384 8879

Jarrad Street
Cottesloe, WA 6011



From: Sea View Golf Club Manager
Sent: Wednesday, May 1, 2024 10:35 AM
To: Shaun Kan <des@cottesloe.wa.gov.au>
Cc: David Rogers [REDACTED]; Graham Castledine
[REDACTED] Rachel Cranny <eso1@cottesloe.wa.gov.au>; Matthew Scott
<ceo@cottesloe.wa.gov.au>
Subject: RE: Liability Insurance

Hi Shaun,

Just wanted to touch base regarding the insurance elaboration you have asked for. We have spoken to our broker from Elders insurance and he has sent the questions off to Head Office. He has mentioned though that he doesn't think there will be much more to add on what he has already provided.

I touched base with him on Monday and he is still waiting for a response. Once he does get back to me, I will be sure to forward this onto you and will do our best for the 10th May deadline.

Thanks Shaun.

Tristan McCallum
Managing Secretary

T +61 (08) 9384 0471
Pro Shop +61 (08) 9384 8879

Jarrad Street
Cottesloe, WA 6011



From: Shaun Kan <des@cottesloe.wa.gov.au>
Sent: Wednesday, April 17, 2024 1:44 PM
To: Sea View Golf Club Manager [REDACTED]
Cc: David Rogers [REDACTED]; Graham Castledine [REDACTED]; Rachel Cranny <eso1@cottesloe.wa.gov.au>; Matthew Scott <ceo@cottesloe.wa.gov.au>
Subject: RE: Liability Insurance

Good Afternoon All – Thank you again for making the time last week to meet Matthew and I.

Hi Tristan - As discussed, the Town requires further elaborations on the responses no later than 10 May 2024 for us to finalise our May 2024 OCM Report to Council.

Thank you for your willingness to provide further information and we look forward to hearing from you.

Many Thanks

Best Regards

Shaun

Shaun Kan
Director Engineering Services



Town of Cottesloe
PO Box 606 | Cottesloe WA 6911
Phone: (08) 9285 5000
Email: des@cottesloe.wa.gov.au
Web: www.cottesloe.wa.gov.au



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From: Sea View Golf Club Manager [REDACTED] >
Sent: Tuesday, 19 March 2024 4:01 PM
To: Shaun Kan <des@cottesloe.wa.gov.au>

Cc: David Rogers [REDACTED] Graham Castledine
[REDACTED] Rachel Cranny <eso1@cottesloe.wa.gov.au>; Matthew Scott
<ceo@cottesloe.wa.gov.au>
Subject: Re: Liability Insurance

Thanks for the response Shaun,

"I appreciate that it is debatable that the response provided by Elders Insurances around reasonable care may already address the highlighted yellow points above. However given our follow up queries above, there may be merit to be more specific"

I myself would agree with the above. I feel Elders has answered the questions that you've asked. However, I will discuss further with Graham and David when we meet next.

At no point did we state at the OCM that our preferred way forward was Michael Coate. Further to this, you'll also note that we sent you Jeff's plan first and were happy to proceed with this.

Michael was only involved in this when he was asked by the ToC for another opinion. Michael was not at the OCM in favour of his design but for the general consensus that what we put forward as an alternative design as a Golf Club (make it a safe par 4) was fair and reasonable and was well within the safety guidelines for hole designing.

Michael was there at the OCM as Jeff was away and then sick in hospital for both meetings, otherwise he would have been there also.

As mentioned above, Graham, David and myself will discuss further.

Thanks Shaun.

Warm Regards,

TRISTAN MCCALLUM
HEAD PROFESSIONAL / MANAGING SECRETARY

 2022 Western Australian
Management Professional of the Year

[REDACTED]

Office (08) 9384 0471
Pro Shop (08) 9384 8879

Jarrad Street, Cottesloe, WA 6011

From: Shaun Kan <des@cottesloe.wa.gov.au>
Sent: Tuesday, March 19, 2024 1:43 pm

To: Sea View Golf Club Manager [REDACTED]
Cc: David Rogers [REDACTED]; Graham Castledine
[REDACTED]; Rachel Cranny <eso1@cottesloe.wa.gov.au>; Matthew Scott
<ceo@cottesloe.wa.gov.au>
Subject: RE: Liability Insurance

Good Afternoon All

Hi Tristan – Thank you for providing the response. I have attached our previous correspondence email for records.

Below is the full November 2023 OCM resolution and SVGC is required to respond to Resolution 3 and 4.

- 1. NOTES the pathway mentioned in the officer's comment section of the report;**
- 2. NOTES the advice provided by the Golf Course Architects and the principle of Option 2 that converts the Seaview Golf Club Course hole 2 and 11 to a Par 3, fundamentally involve building a new green along the western edge of this fairway and a new tee box so that tee shots are directed away from Harvey Fields and Cottesloe Oval as shown in Richard Chamberlain Report and Diagram 4 within the Officer's Comment Section;**
- 3. INSTRUCTS the CEO to engage with the Seaview Golf Club to obtain feedback from the Club on point 2 and determine how this fits into any future golf course improvements proposed by the Club;**
- 4. INSTRUCTS the CEO to report to Council on the Club's insurance cover, whether and in what circumstances it covers injury to third parties caused by errant golf balls outside the boundaries of the Golf Course and whether the Golf Club's insurers have confirmed that the Club's preferred realignment option is sufficient mitigation of risk.**
- 5. REQUESTS for an item to be tabled no later than the March 2024 Ordinary Council Meeting on the matters mentioned above.**

November 2023 OCM Resolution Point 3

Please could you provide a response

November 2023 OCM Resolution point 4,

This when broken down, requires the CEO to report to Council on the following matters pertaining to the SVGC insurance:

Does it cover injury to third parties caused by errant golf balls outside the golf course boundary
And if the response to question 1 is yes – what are the circumstances that triggers this insurance claim
Have your insurer's confirm that the SVGC latest design for the proposed re-alignment of fairway 2/11 is
sufficient to mitigate the risk of errant golf balls causing injury to third parties outside the course boundary
and in this case it is specific to Harvey Field.

In reviewing your recent response of 13 March 2024, the Town is in the opinion that this does not sufficiently respond to the Resolution 4 for a number of reasons and suggests (as a guide only) that the following be elaborated. Ultimately, it is SVGC to determine on how it wishes to expand:

The response from your insurers (Elders Insurance) requires context and from our experience, there is merit including the question that was posted to Elders Insurance so that Council can relate the query to the answer provided by Tim Goodwin (Elders Insurance);

Elders Insurance in their interpretation of the reasonable care clause of the insurance policy appears to be generic in their comments pertaining to injury and there would be benefit in asking them to qualify whether this includes 3rd parties outside the golf course boundaries as a result of errant golf balls. For this very reason providing the question posed to Elders Insurance carries merit;

It appears that the Jeff Lane design is reference by Elders Insurance. However, the matter tabled in November 2023 was the Michael Coate design as the preferred option. Our records from your presentation to Council at the OCM show that both Mr Coate and the SVGC representatives were assertive that this (Michael Coate concept) was the best design. There may be value expanding on the Jeff Lane design reference by Elders Insurance (relevance and compatibility to the Michael Coate version);

In addition to the clarification needed for the 3 points above, we also suggest that Elders Insurance provides very specific responses to Question 1 to 3 (highlighted in yellow) for clarity as this was the terms of reference determined by Council;

Any other information SVGC feels is needed

I appreciate that it is debatable that the response provided by Elders Insurances around reasonable care may already address the highlighted yellow points above. However given our follow up queries above, there may be merit to be more specific.

Please do not hesitate to contact me should you require any further information.

Many Thanks

Best Regards

Shaun

Shaun Kan

Director Engineering Services



Town of Cottesloe

PO Box 606 | Cottesloe WA 6911

Phone: (08) 9285 5000

Email: des@cottesloe.wa.gov.au

Web: www.cottesloe.wa.gov.au



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From: Sea View Golf Club Manager [REDACTED]
Sent: Wednesday, 13 March 2024 1:45 PM
To: Matthew Scott <ceo@cottesloe.wa.gov.au>; Shaun Kan <des@cottesloe.wa.gov.au>
Cc: David Rogers [REDACTED]; Graham Castledine [REDACTED]
Subject: FW: Liability Insurance

Hi Matthew and Shaun,

As discussed at last weeks meeting, please see below from our insurer Elders regarding our Course Design for the 2nd/11th hole.

Tristan McCallum
Managing Secretary

T +61 (08) 9384 0471
Pro Shop +61 (08) 9384 8879

Jarrad Street
Cottesloe, WA 6011



From: Tim Goodwin [REDACTED]
Sent: Wednesday, March 13, 2024 8:58 AM
To: Sea View Golf Club Manager [REDACTED]
Subject: Liability Insurance

Hi Tristan

Regarding your recent inquiry around the impacts of course design and your public liability insurance.

Our policy (as do most) have a "Reasonable Care" condition within the policy, the wording of the condition is as below -

6. Reasonable care

You must:

- (a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all business premises, fittings and plant in sound condition,**
- (b) take all reasonable precautions to prevent personal injury and property damage, and prevent the manufacture, sale or supply of defective products,**
- (c) comply with and ensure that your employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:**
 - (i) safety of persons or property,**
 - (ii) disposal of waste products,**
 - (iii) handling, storage or use of flammable liquids or substances, gases or toxic chemicals.**
- (d) at your own expense take reasonable action to trace recall or modify any of your products containing any defect or deficiency of which you have knowledge or have reason to suspect, including (but not limited to) any of your products subject to governmental or statutory ban**

By redesigning the course, you are meeting the reasonable care condition within the policy, which states you must take all reasonable precautions, by redesigning 2nd/11th to prevent injury I think it would be hard to argue you are not meeting the provision within the policy.

If you were doing nothing, it could be argued you were not meeting this provision.

The designer was asked to re-design the hole for the benefit of public safety, you have sought expert opinion, and will act on the design that you have been given from Jeff Lane.

In a case where the design does not keep the public safe, the designer's professional indemnity insurance would potentially be at risk of triggering, not the clubs, the club paid the designer to give the advice.

Any queries or questions, please don't hesitate to ask.

Regards

Tim

Tim Goodwin
Director

Elders Insurance Perth
[REDACTED]

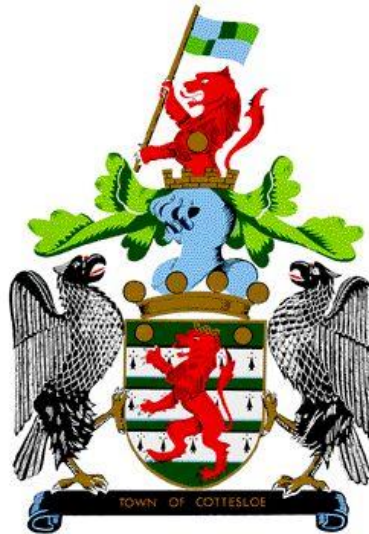


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TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.5B:
ATTACHMENT B - EMAIL FROM SVGC TO ELDERS
INSURANCE**

Rachel Cranny

From: Sea View Golf Club Manager <manager@seaviewgolfclub.com.au>
Sent: Friday, 3 May 2024 10:44 AM
To: Shaun Kan
Cc: David Rogers
Subject: FW: To discuss the SVGC Clubhouse Redevelopment and Fairway 2
Attachments: November 2023 OCM - 10.1.3 - SVGC Fairway Realignment - Minutes.pdf;
November 2023 OCM - 10.1.3 - SVGC Fairway Realignment - RC Report.pdf; Hole2-high res.jpg

Hi Shaun,

Please see below. This all that you need.

Tristan McCallum
Managing Secretary
T +61 (08) 9384 0471
Pro Shop +61 (08) 9384 8879
Jarrad Street
Cottesloe, WA 6011



From: Sea View Golf Club Manager <manager@seaviewgolfclub.com.au>
Sent: Friday, March 8, 2024 8:51 AM
To: Tim Goodwin <Tim.Goodwin@elders.com.au>
Subject: Fw: To discuss the SVGC Clubhouse Redevelopment and Fairway 2

Hi Tim,

Hope all is well. Do you mind taking a look at the below from Shaun Kan at the ToC. It is regarding our fairway realignment on 2/11 with course designer Jeff Lane.

They have asked for comment from our insurers regarding the design and safety.

Are you able to help please with this one? Many thanks.

Happy to chat more thanks Tim.

Cheers.

Tristan McCallum
Managing Secretary

T +61 (08) 9384 0471
Pro Shop +61 (08) 9384 8879

Jarrad Street
Cottesloe, WA 6011



From: Shaun Kan <des@cottesloe.wa.gov.au>
Sent: Thursday, 7 March 2024 5:24 PM
To: Sea View Golf Club Manager <manager@seaviewgolfclub.com.au>; David Rogers <president@seaviewgolfclub.com.au>; g.castledine@cglawmediation.com.au <g.castledine@cglawmediation.com.au>
Cc: Matthew Scott <ceo@cottesloe.wa.gov.au>; Rachel Cranny <eso1@cottesloe.wa.gov.au>
Subject: RE: To discuss the SVGC Clubhouse Redevelopment and Fairway 2

Good Afternoon All

Hello Tristan, David and Graham – Thank you for taking the time to meet with us earlier today.

Please find attached the strategy summary that was distributed at our discussion and we welcome any feedback that the SVGC may wish to provide for Council's consideration. To make the March meeting agenda, we please ask for this to be provided no later than 21 March 2024.

Below is also the resolution of the November 2023 OCM pertaining to the proposed course modifications:

1. **NOTES the pathway mentioned in the officer's comment section of the report;**
2. **NOTES the advice provided by the Golf Course Architects and the principle of Option 2 that converts the Seaview Golf Club Course hole 2 and 11 to a Par 3, fundamentally involve building a new green along the western edge of this fairway and a new tee box so that tee shots are directed away from Harvey Fields and Cottesloe Oval as shown in Richard Chamberlain Report and Diagram 4 within the Officer's Comment Section;**
3. **INSTRUCTS the CEO to engage with the Seaview Golf Club to obtain feedback from the Club on point 2 and determine how this fits into any future golf course improvements proposed by the Club;**
4. **INSTRUCTS the CEO to report to Council on the Club's insurance cover, whether and in what circumstances it covers injury to third parties caused by errant golf balls outside the boundaries of the Golf Course and whether the Golf Club's insurers have confirmed that the Club's preferred realignment option is sufficient mitigation of risk.**
5. **REQUESTS for an item to be tabled no later than the March 2024 Ordinary Council Meeting on the matters mentioned above.**

Items 3 requires input from the SVGC and item 4 commentary from your insurers. Are we able to trouble yourselves to provide information on this at the same time as your response to the strategy summary (21 March 2024). Enclosed is the Council Minutes and a link to the attachments - <https://www.cottesloe.wa.gov.au/council-meetings/ordinary-council-meeting/28-november-2023-ordinary-council-meeting/322/documents/attachments.pdf> (PDF pg 113 to 149 or bottom of page pg 111 to 146). The attachments are too large to attach. I have however included Mr Chamberlain's report relating to item 3.

Please do not hesitate to contact me should you require any further information.

Enjoy the rest of your evening all.

Many Thanks

Best Regards

Shaun

Shaun Kan
Director Engineering Services



Town of Cottesloe
PO Box 606 | Cottesloe WA 6911
Phone: (08) 9285 5000
Email: des@cottesloe.wa.gov.au
Web: www.cottesloe.wa.gov.au



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-----Original Appointment-----

From: Rachel Cranny <eso1@cottesloe.wa.gov.au>

Sent: Wednesday, 31 January 2024 3:11 PM

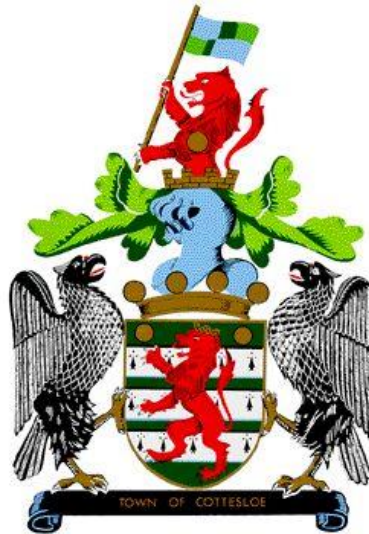
To: Rachel Cranny; Sea View Golf Club Manager; David Rogers; g.castledine@cglawmediation.com.au;
Shaun Kan; Matthew Scott

Subject: To discuss the SVGC Clubhouse Redevelopment and Fairway 2

When: Thursday, 7 March 2024 3:00 PM-4:00 PM (UTC+08:00) Perth.

Where: Town of Cottesloe - Mayors Parlour

TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.5C:
ATTACHMENT C - SVGC GOLF COURSE TEE BOX
RELOCATION - EMAIL CORRESPONDENCE FROM
LGIS_REDACTED**

Rachel Cranny

From: Marshall, Christopher (AU) [REDACTED]
Sent: Tuesday, 14 May 2024 3:19 PM
To: Shaun Kan
Cc: Gaughan, Damien; Mackenzie, Robert; Matthew Scott; Rachel Cranny
Subject: RE: Follow Up - Seaview Golf Club - Errant Golf Balls - Fairway 2 and 11 Design - Request for Advice | Town of Cottesloe | CORRE

Good afternoon Shaun,

Thanks for your time on the phone earlier, much appreciated. As discussed, this matter will require a detailed review and a possible site visit/inspection prior to us being able to provide a formal response, and as we have only had the information on-hand for ~3 days we will not be able to meet your 15th May deadline.

I can confirm that Rob will be in touch to discuss this matter further with you in due course, including estimated timeframes for this level of assessment.

Thanks again and please feel free to contact me if you need anything in the meantime.

Thanks & regards,
Chris

Christopher Marshall

Account Manager | Member Services Team - Public Sector

[REDACTED]
170 Railway Parade. West Leederville. Perth WA 6007
www.lgiswa.com.au



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From: Gaughan, Damien [REDACTED]
Sent: Tuesday, May 14, 2024 2:31 PM
To: Marshall, Christopher (AU) [REDACTED]
Subject: FW: Follow Up - Seaview Golf Club - Errant Golf Balls - Fairway 2 and 11 Design - Request for Advice
Importance: High

From: Shaun Kan <des@cottesloe.wa.gov.au>
Sent: Tuesday, May 14, 2024 2:18 PM

To: Gaughan, Damien [REDACTED]; Mackenzie, Robert [REDACTED]
Cc: Matthew Scott <ceo@cottesloe.wa.gov.au>; Rachel Cranny <Rachel.Cranny@cottesloe.wa.gov.au>
Subject: Follow Up - Seaview Golf Club - Errant Golf Balls - Fairway 2 and 11 Design - Request for Advice
Importance: High

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Hi Robert and Damien

I am just following up on the Town's query below. Rachel has followed up via telephone and have left messages on this matter. As the Agenda closes tomorrow, your urgent response is appreciated.

Many Thanks

Best Regards

Shaun

From: Shaun Kan
Sent: Thursday, 9 May 2024 10:55 AM
To: Gaughan, Damien [REDACTED]; Mackenzie, Robert [REDACTED]
Cc: Matthew Scott <ceo@cottesloe.wa.gov.au>; Rachel Cranny <Rachel.Cranny@cottesloe.wa.gov.au>; Renuka Ismalage <mpa1@cottesloe.wa.gov.au>
Subject: Seaview Golf Club - Errant Golf Balls - Fairway 2 and 11 Design

Good Morning All

Hi Damien and Robert – Are you able to provide Council with risk management and mitigation advice please pertaining to errant golf balls from fairway 2 and 11 (the same fairway because it's a nine hole course) landing on Harvey Field. This is a safety risk to users of Harvey Field and our recently completed Anderson Pavilion.

Background

- June 2022 – Council adopted a preferred Harvey Field Recreation Masterplan that contained the relocation of the teebox to direct tee shots away from Harvey Field
- March 2023 to July 2023 – Engagement then occurred with the Seaview Golf Club (SVGC) on this June 2022 preferred concept where the club disclosed that they will be re-aligning this fairway to further mitigate this risk of balls landing on Harvey Field
- August 2023 to September 2023 – 2 course architects were engaged to review the sufficiency of this align and their findings are summarise as follows:
 - Should this remain as a Par 4, the re-alignment needs to happen with a relocation of the green
 - Another option is for this fairway 2 and 11 to be converted into a Par 3. This significantly reduces the risk in comparison to a realigned Par 4 with a green relocation)
 - Below summarises the (1) Club's Par 4 Option, (2) architect's Par 4 option (3) architect's Par 3 Option
- November 2023 – Council asked for:
 - Resolution 1: Further engagement with the SVGC on how the Par 3 option aligns to their future course improvements
 - Club's insurance cover, whether and in what circumstances it covers injury to third parties caused by errant golf balls outside the boundaries of the Golf Course and whether the Golf Club's insurers have confirmed that the Club's preferred realignment option is sufficient mitigation of risk.

Information

- Attached is the response from the SVGC and their insurers (Elders Insurance) in response to resolution 1 and 2 (Email titled Liability Insurance)
- Attached is also the way the SVGC posed the question to their insurers (Email titled To discuss the SVGC Clubhouse Redevelopment and Fairway 2)
- Design options from the SVGC and the Town's course architect
 - Diagram A: Town's Course Architect Design for a Par 3
 - Diagram B: Town's Architect Design for a Par 4 (Option 1)
 - Diagram C: Town's Architect for a Par 4 (Option 2)
 - Diagram D: SVGC Preferred Par 4 Design (Also designed by their own Course Architect)
- Attached are also the detail reports from the Town's Architect:
 - Richard Chamberlain – Diagram A and B
 - Michael Coates – Diagram C



Diagram A: Par 3 Design

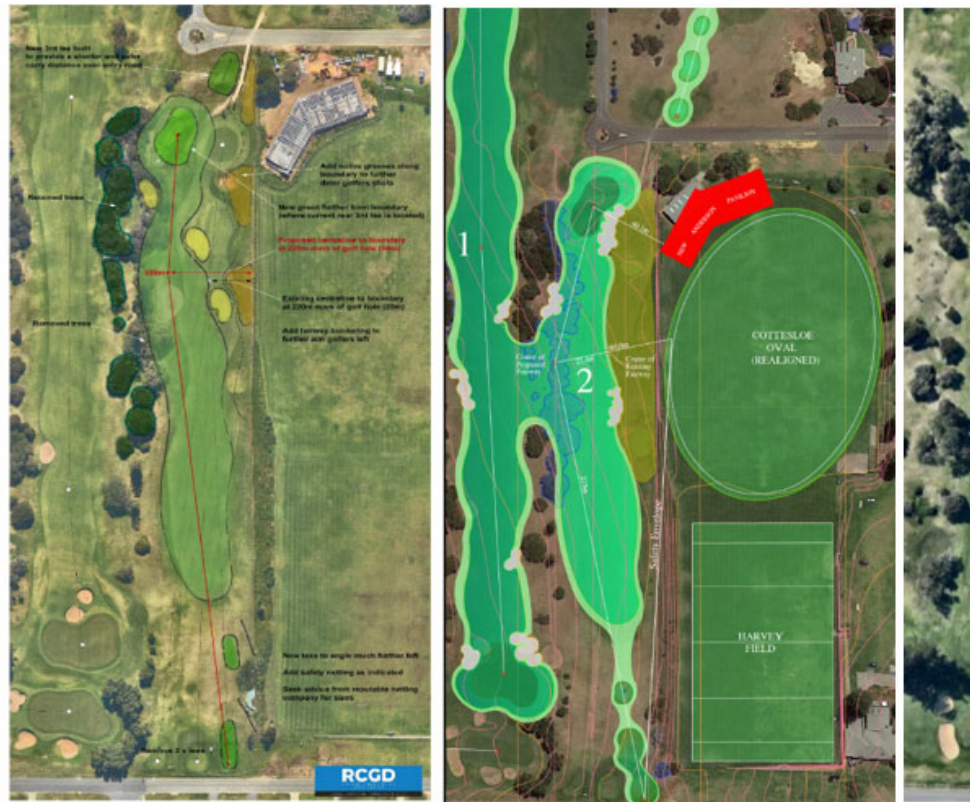


Diagram B: Chamberlain Design

Diagram C: Coate Design

Diagram

Advice Requested

Council would like to understand based on the information provided the following matters

- Is there a particular option that LGIS recommends that Council proceeds with (Par 4 or Par 3)
- Is it accurate for Elders Insurance to conclude that reasonable care is sufficiently met by virtue of the course wanting and actually carrying out an improvement of this fairway
- Should Council be open to work with the SVGC and if the SVGC can demonstrate that the risk of a par 4 can be significantly reduced to the levels of a Par 3, would there be any liability on the Town should there be an injury or property damage on Harvey Field
- Any other advice relevant to this matter

Please do not hesitate to contact me should you require any further information. If possible, are we able to trouble yourselves with a response on Monday for us to finalise our report to Council. Thank you Robert and Damien.

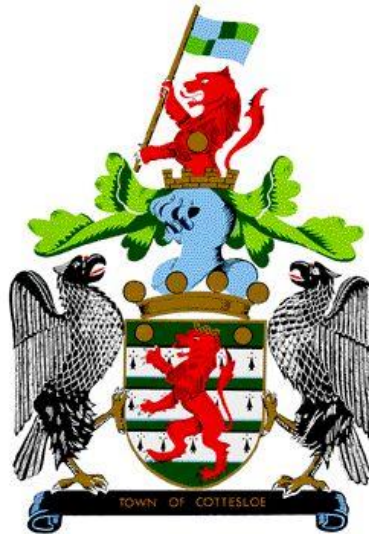
Many Thanks

Best Regards

Shaun

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TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.6A:
EMAIL - FURTHER PROPOSAL FOR MEMORIAL
PLAQUE AT HARVEY FIELD**

Rachel Cranny

From: Penny Arrow [REDACTED] >
Sent: Thursday, 2 May 2024 3:13 PM
To: Rachel Cranny; David Derwin
Subject: Re: Town of Cottesloe Council Meeting Item - Application for Harvey Field Memorial Bench
Attachments: Memorial water fountain - Marine Tce Cottesloe 1.jpg; Memorial water fountain - Marine Tce Cottesloe 2.jpg

Hi Rachel

My sister Judi and I met with David Derwin this morning at Harvey Field.

The family are very grateful for the Council's offer to have a memorial tree planted with a plaque recognising our grandfather Cecil Harvey, and Fleur Arrow (nee Harvey).

We would like to proceed with the memorial tree however, we are concerned about the difficulty of successfully establishing a new tree, along with other issues such as the risk of opposition from residents who may be concerned about their view etc.

With this in mind, we ask if Council would consider the memorial plaque to be placed with a water drinking fountain (combined use people and dogs) located near a water point at the new recreation centre at Harvey Field.

I have attached a photo of a similar water fountain on Marine Tce, near Rosendo St - for your reference.

As per our submission, our mother Fleur was a dedicated dog-walker at this exact site on Harvey Field and this kind of memorial would not only be practical for community use, it would indeed be very fitting from our family's perspective.

If this is not possible, we would like to enquire about two other options -
Would the council consider bench seating on the concrete area in front of the new recreation centre and if so, would a memorial plaque on a seat on the western end of this building be possible ? Given the Council's policy on memorial seating, we assume this is not possible however feel it is worth enquiring, as seating would be highly useful in this place.

In the event that neither of the above are possible, would the Council consider a memorial plaque placed by an existing tree at Harvey Field, to avoid the risks associated with a newly planted tree ?

Once again, we are honoured that the Council are willing to assist us with our application and we hope they may look favourably on one of the three alternative options, summarised in order of preference here

Option 1 (preferred)

Water drinking fountain for people and dogs with memorial plaque, located at a water point near the new recreation rooms on Harvey Field

Please refer to the attached photos of a similar memorial fountain on Marine Tce.

Option 2

Bench seating on concrete verandah in front of new recreation facility, with memorial plaque. (We acknowledge this may not fall into Memorial Bench seating policy)

Option 3

Memorial plaque placed by an existing, established tree around Harvey Field - selection of tree to be done in conjunction with Cottesloe Council.

As per our submission, we will cover all associated costs of any of the above, and are happy to work with Council to ensure any wording and placement of the plaque is acceptable to Council.

We look forward to Council's consideration of these three options and welcome the opportunity to meet at any time to discuss.

Kind regards,

Penelope (Penny) Arrow
On behalf of the Harvey - Arrow family.

From: Rachel Cranny <eso1@cottesloe.wa.gov.au>
Sent: Monday, 18 March 2024 10:50 AM
To: Penny Arrow [REDACTED]
Subject: RE: Town of Cottesloe Council Meeting Item - Application for Harvey Field Memorial Bench

Good morning Penny,

Sorry for the delay in sending you through the Council resolution for the memorial bench item

Please let me know if you would like me to set up a meeting with our Manager Parks & Operations to discuss this further

Kind regards
Rachel

Rachel Cranny
Executive Services Officer



Town of Cottesloe
PO Box 606 | Cottesloe WA 6911
Phone: (08) 9285 5000
Email: eso1@cottesloe.wa.gov.au
Web: www.cottesloe.wa.gov.au



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From: Penny Arrow [REDACTED]
Sent: Monday, 11 March 2024 10:14 AM
To: Rachel Cranny <eso1@cottesloe.wa.gov.au>
Subject: Re: Town of Cottesloe Council Meeting Item - Application for Harvey Field Memorial Bench

Hi Rachel

I am not sure if I have missed any correspondence from Council ? (Apologies if I have)
I read in the Post that the bench application was unsuccessful, but a tree and plaque will be offered in place.
Can I please get some more details on outcome from Council and action from here ?
Happy to come and meet someone if that helps ?

Many thanks
Penny Arrow

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From: Rachel Cranny <eso1@cottesloe.wa.gov.au>
Sent: Tuesday, February 20, 2024 1:13:39 PM
To: Penny Arrow [REDACTED]
Subject: Town of Cottesloe Council Meeting Item - Application for Harvey Field Memorial Bench

Good afternoon Penny,

The Town wishes to inform you that Council will be considering this item at the February 2024 Ordinary Council Meeting. This will be first presented at the 20 February 2024 Agenda Forum for Council to only seek clarification from the Administration. A decision will then be made on 27 February 2024 which is the Ordinary Council Meeting.

The agenda can be found at the following link - <https://www.cottesloe.wa.gov.au/council-meetings/ordinary-council-meeting/27-february-2024-ordinary-council-meeting/339>

You are more than welcome to attend the meetings to raise a question, make a statement or a combination of the two. Given legislation, there is limitation on the response that can be provided.

Please do not hesitate to contact the Town should you require any further information.

Kind regards
Rachel

Rachel Cranny
Executive Services Officer



Town of Cottesloe
PO Box 606 | Cottesloe WA 6911
Phone: (08) 9285 5000
Email: eso1@cottesloe.wa.gov.au
Web: www.cottesloe.wa.gov.au



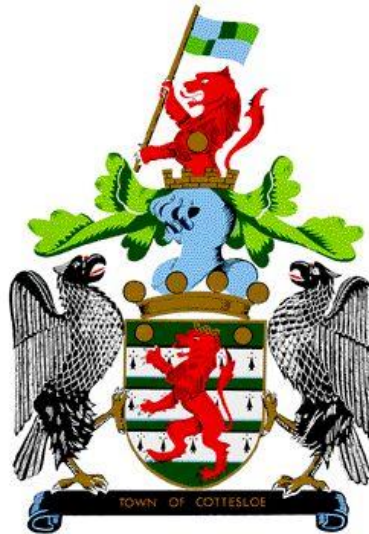
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AGENDA FORUM

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ITEM 10.1.7A: CARPARK TWO REDEVELOPMENT STRATEGY

Town of Cottesloe Foreshore Master Plan

Town of Cottesloe Car Park No.2 Strategy

1 Preamble

The Town of Cottesloe Foreshore Master Plan Report, November 2019 (CFMPR), reflects the extensive history of engagement on and surrounding the Cottesloe Foreshore, spanning more than 20 years.

The CFMPR draws together past discussion and planning frameworks together with the community engagement outcomes of April 2019 to September 2019.

The CFMPR, within the broader context of the Cottesloe foreshore and master plan area, explored the opportunity to redevelop and or replace the Town of Cottesloe Car Park No. 1 (CP1) with:

- public realm and provide recreational space with a civic focus,
- consolidate the parking requirements to the Town of Cottesloe Car Park No. 2 (CP2),
- provide for a range of activities and recreational amenity, with, for example but not limited to, additional seating, BBQ, and inter-generational uses.
- improved east/west and north/south connectivity, and to
- create a space that supports community events such as, but not limited to, markets, food trucks and outdoor cinema.

Accordingly, the CFMPR considered objective and qualitative aspirations for CP2 that acknowledged the community voice and that was complementary to the broader context and aspirations for the Cottesloe foreshore and master plan area.

To facilitate the re-use aspirations for CP1, the enquiry around CP2 investigated opportunities to revitalise this key part of the Cottesloe Foreshore to:

- improve the pedestrian experience along Marine Parade,
- rationalise foreshore car parking, and
- propose functions that offer public benefit such as improved activation through inclusion of restaurants, cafes, eateries, and active public space, whilst,
- enabling opportunities to rehabilitate and reconnect John Black Dune Park to the foreshore.

The key principle for the CP2 redevelopment is for CP2 to accommodate the car parking capacity from CP1, while providing development along Marine Parade to connect Cottesloe and North Cottesloe and create an active and vibrant street.

Multiple design options were considered within the CFMPR, with broad consensus and final adoption of the Foreshore Master Plan, advancing Option A (Refer Figure 1 overleaf):

- Aspect Studios, August 2019, Cottesloe Foreshore Masterplan Summary Report, pp 13.
- Aspect Studios, January 2021, Cottesloe Foreshore Redevelopment, pp 12.

Town of Cottesloe Car Park No. 2 Strategy

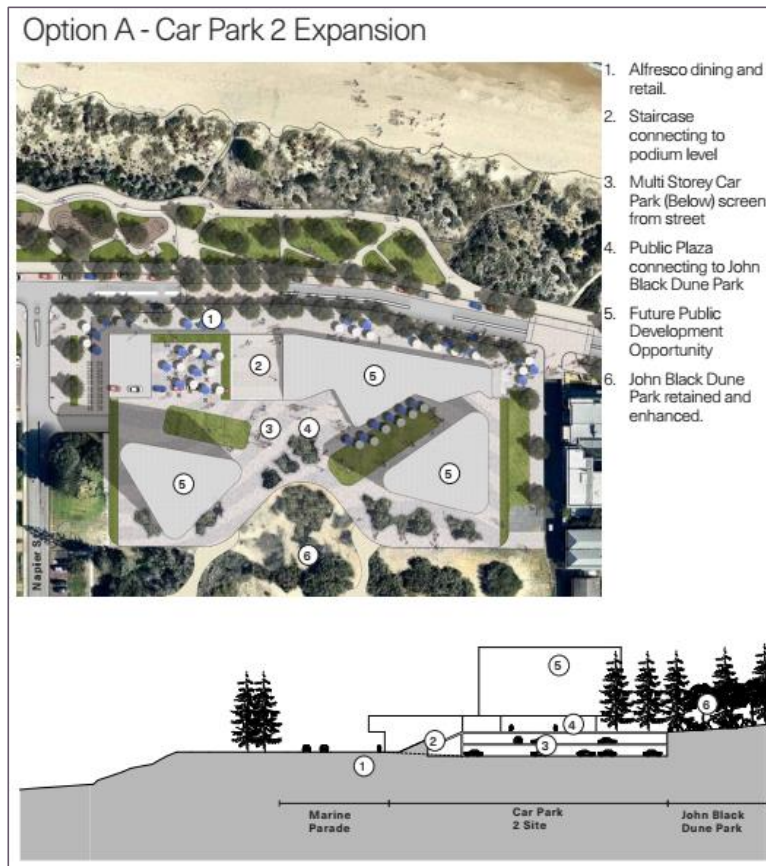


Figure 1

This option explores the opportunity for a double-storey carpark on the CP2 site with active and compatible accommodation and hospitality based uses adjacent and above, that may generate capital and or recurring returns to offset the costs of the double-storey facility, and provide increased public amenity, and connect Cottesloe to North Cottesloe with retail and food and beverage options.

This Option A includes:

- Retail, food and beverage with alfresco dining, visitor centre and public amenities along Marine Parade.
- A double-storey carpark.
- A new public plaza over the car park connecting to John Black Dune Park. The plaza could include seating, planting, lawn, play and event spaces.
- A public plaza to maximise public views to the ocean and may include public look-out, sky bar, childcare/ creche, exhibition space, gallery, retail, café, restaurants, markets, and other public facilities, and
- Free standing podium buildings that include short stay accommodation, conference and wedding facilities and associated cafes and restaurants.

2 Strategy Purpose

The Town of Cottesloe (ToC) has endorsed and approved the Cottesloe Foreshore Masterplan for implementation.

The Aspect Studios, August 2019, Cottesloe Foreshore Masterplan Summary Report identifies three works areas (pp 17) which have been costed as Stage 1 – Stage 3. The 2019 cost was \$15.1million.

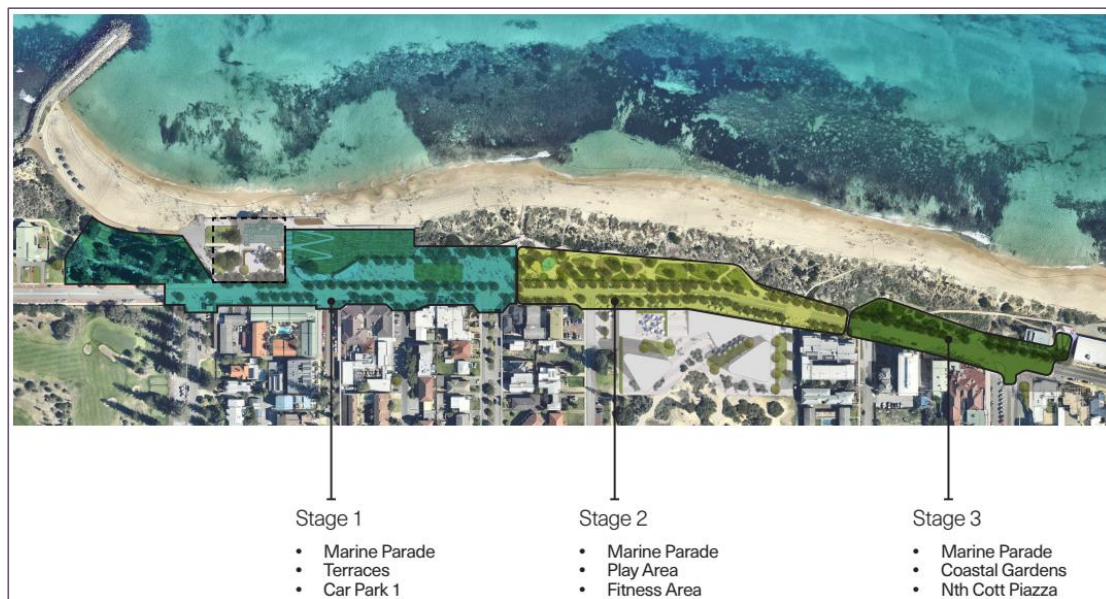


Figure 2

It is understood the cost to implement the Approved Cottesloe Foreshore Masterplan (ACFM) is now circa \$22million.

The Town of Cottesloe is planning a \$22 million redevelopment, which will improve beach access, create additional recreational space, reduce traffic speed and volume, and improve pedestrian access. The plan also includes an amphitheatre of grass terraces, a lookout and fitness area, and a pedestrian piazza. (Town of Cottesloe, <https://www.cottesloe.wa.gov.au/foreshore-masterplan.aspx>, 9 May 2023)

The ToC requires a funding strategy to deliver and maintain the ACFM.

A core deliverable of the ACFM is the re-use of CP1 for public community and recreational purposes with CP2 to accommodate the parking shortfall, together with improved beach access, traffic management, effect additional recreational space, and to improve activation and community benefit more broadly to the foreshore and Marine Parade.

The purpose of this CP2 Strategy is to set out a framework for land use change, tenure and engagement with both State government and private sector to generate funding support for the ToC's delivery of the ACFM.

More specifically, this strategy paper investigates the opportunity to generate both capital and recurring income from the redevelopment of CP2 by engagement with the State government and private sector.

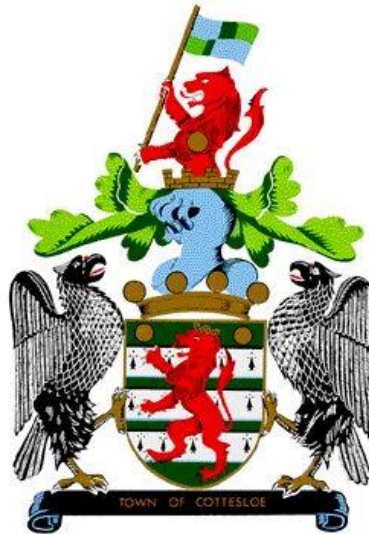
3 CP2 Strategy

The required and contemplated use for CP2 is 550 public parking spaces together with short stay accommodation and associated commercial, retail, food and beverage uses with alfresco dining, together with public and civic amenities.

The required strategy to effect the redevelopment of CP2 and achieve funding support for the delivery of the Town of Cottesloe Foreshore Masterplan can be simply tabled as:

1. The ToC is to establish and define the land use aspirations in accordance with CFMPR Option A, and specifically define the required and desirable criteria.
2. Define and agree the terms of land tenure with the State, and specifically, establish and agree a permitted land use framework as determined at 1 above.
3. ToC to explore, understand, define, and agree the cost of the land tenure with the State.
4. Initiate an application for amendment to the MRS and LPS No.3 to give effect to 1 and 2 above.
5. Define the operational requirements of the public car park and ownership structure.
6. Review the Local Parking Strategy in the context of the public car park operational requirement, and foreshore traffic management initiatives.
7. Determine the financial feasibility of the proposed redevelopment of CP2 and residual value that may be returned to the Town of Cottesloe by way of recurring income and/or capital payments.
8. Engage with the State government and private sector to optimise design, use and return opportunities to fund the Foreshore Redevelopment Project.

TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.8A:
ATTACHMENT A - EMAIL INCOMING - 17 DEANE
STREET OBSTRUCTION OF DRIVEWAY**

Tin Oo May

From: barb pascoe <barbpascoe@hotmail.com>
Sent: Wednesday, 15 November 2023 2:19 PM
To: Town Of Cottesloe
Subject: 17 deane st - obstruction of driveway
Attachments: 1000020205.jpg; 1000020211.jpg; 1000020208.jpg

Attn. Tin in engineering

Hi, attached please find photos of today's driveway obstruction. This afternoon my daughter in law was unable to get her car out for a kindy pickup. This is totally unacceptable and has now reached a critical point.

As I stated in earlier emails, the driveway obstruction is one issue. The even greater issue is the complete lack of visibility as we back out of our driveway.

I would really appreciate meeting with someone from engineering before a solution is reached so I can demonstrate the problem we have.

Thanks, Barb
Get [Outlook for Android](#)

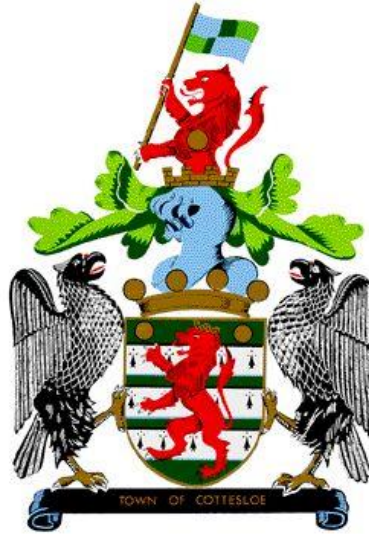
Photo 1:



Photo 2 & 3:



TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.9A:
ATTACHMENT A - CHARTER - SEAVIEW GOLF
CLUB REDEVELOPMENT COMMITTEE - MAY 2024**

Seaview Golf Club Redevelopment Advisory Committee Charter



This Charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Seaview Golf Club Redevelopment Advisory Committee Charter, as an Advisory Committee, established by Council, pursuant to Section 5.8 of the *Local Government Act 1995* (the Act).

1. Name

The name of the Committee is "Seaview Golf Club (SVGC) Redevelopment Advisory Committee". All references to "Committee" in this charter shall mean "SVGC Redevelopment Advisory Committee".

2. Establishment

This Committee is established under the provisions of the Local Government Act 1995, particularly section 5.8 of the Act.

3. Guiding Principles

This Committee is established with its guiding principles in accordance with the Local Government Act 1995, sections 5.8 to 5.25.

4. Purpose

The role of the Committee is to consider the SVGC Rooms Redevelopment in line with the April 2024 Council adopted guiding strategy and make recommendations to Council to progress the 5 stages within the strategy.

5. Terms of Reference

The Steering Committee is to provide guidance, oversight and make recommendations to Council where required including but not limited to:

- a. To advise Council and make recommendations on the SVGC Rooms Redevelopment;
- b. To advise Council and make recommendations on any plans or designs pertaining to the redevelopment; and
- c. Make recommendations to Council on matters relevant to the Committee.

CHARTER – SEAVIEW GOLF CLUB REDEVELOPMENT ADVISORY COMMITTEE

6. Membership

The State Government's membership requirement for this Committee will generally comprise of:

- The Chief Executive Officer (CEO) of the Town of Cottesloe (or delegate);
- The Director of Engineering Services of the Town of Cottesloe (or delegate);
- The Director of Development and Regulatory Services of the Town of Cottesloe (or delegate);
- Four (4) Elected Members; and
- Two (2) Seaview Golf Club Members (Non-employee)

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of representation on the Committee, the Committee is disbanded or Council resolves to amend the representation on the Committee.

7. Meetings**7.1 Annual General Meeting**

Nil

7.2 Committee Meetings

Meetings shall be held on an as required basis to ensure the project progresses in a timely fashion.

7.3 Quorum

The quorum for any meeting of this Committee shall be three (3) elected members listed in section 6 at the time of the meeting.

7.4 Voting

Shall be in accordance with section 5.21 of the Act, with all members endorsed as voting members entitled and required to vote, subject to the provisions of the Act which deal with Financial and Proximity Interests.

7.5 Minutes

The Minutes of the meeting shall be recorded and prepared as per the provisions of section 5.22 of Act.

The content of the minutes shall be in accordance with the Local Government (Administration) Regulations 1996 section 11.

The content of minutes of a meeting of a council or a committee is to include —

- (a) the names of the members present at the meeting; and
- (b) where a member enters or leaves the meeting during the course of the meeting, the time of entry or departure, as the case requires, in the chronological sequence of the business of the meeting; and
- (c) details of each motion moved at the meeting, the mover and the outcome of the motion; and
- (d) details of each decision made at the meeting; and
- (d (a)) written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70 (but not a decision to only note the matter or to return the recommendation for further consideration); and

CHARTER – SEAVIEW GOLF CLUB REDEVELOPMENT ADVISORY COMMITTEE

(e) a summary of each question raised by members of the public at the meeting and a summary of the response to the question; and

(f) in relation to each disclosure made under section 5.65 or 5.70 in relation to the meeting, where the extent of the interest has also been disclosed, the extent of the interest.

7.6 Who acts if the presiding member is unavailable

Shall be in accordance with section 5.14 of the Act.

7.7 Meetings

As there is no delegated authority, this meeting will be closed to the public

7.8 Public Question Time

As the Committee has no delegated powers (section 5.24 of the Act), there is no specific provision for public question time.

7.9 Members' Conduct

Members of the Committee shall be bound by the following

- The provisions of section 5.65 of the Act;
- Town of Cottesloe *Standing Orders Local Law 2021*;
- Town of Cottesloe Elected Members, Committee Members and Candidates Code of Conduct 2021;
- *Local Government (Rules of Conduct) Regulations 2007*; and
- Regulation 34C of the *Local Government (Administration) Regulations 1996*,

with respect to their conduct at meetings and their duty of disclosure.

Elected Members and Officers of the Town of Cottesloe will be bound by these provisions, relating specifically to their participation in the Committee, at all times.

7.10 Secretary

The Chief Executive Officer (or their nominated representative) shall undertake the following secretarial duties;

- Prepare and distribute meeting papers as required
- Attend and record the Minutes of the meeting
- Provide the administrative support required to present the outcomes of the meeting to Council for consideration where required.

7.11 Presiding Member

The members (voting) will elect a presiding member and deputy member at the first meeting after these positions become vacant for any reason. The voting on and appointment of the presiding member and deputy member shall be in accordance with the provisions of section 5.12 of the Act.

7.12 Meeting attendance fees

Nil

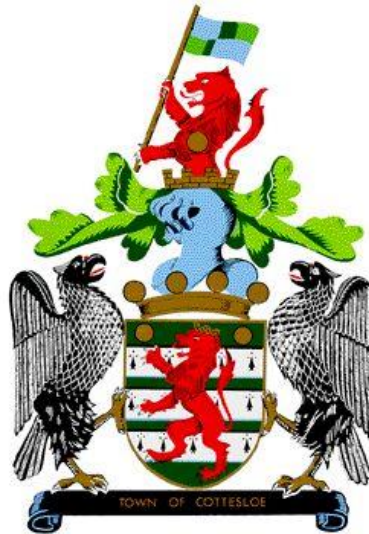
8. Delegated Authority

This committee has no delegated authority.

9. Endorsement

This Charter was endorsed by the Town of Cottesloe Council at its meeting on <Insert date> .

TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.9B:
ATTACHMENT B - EMAIL - NOMINATION OF SVGC
REPRESENTATIVES_REDACTED**

Rachel Cranny

From: Shaun Kan
Sent: Tuesday, 7 May 2024 10:16 AM
To: Sea View Golf Club Manager; Graham Castledine; David Rogers
Cc: Matthew Scott; Rachel Cranny; Tim Wilhelm; Steve Joske
Subject: RE: To discuss the SVGC Clubhouse Redevelopment Strategy - April 2024 OCM - Nomination of SVGC Representatives

Good Morning All

Hi Tristan – Thank you for submitting the nominations. We will put this forward to Council for consideration and advise the outcome after Council appoints all the members of this group.

Many Thanks

Best Regards

Shaun

From: Sea View Golf Club Manager [REDACTED]
Sent: Monday, 6 May 2024 6:39 PM
To: Shaun Kan <des@cottesloe.wa.gov.au>; Graham Castledine [REDACTED]; David Rogers [REDACTED]
Cc: Matthew Scott <ceo@cottesloe.wa.gov.au>; Rachel Cranny <Rachel.Cranny@cottesloe.wa.gov.au>; Tim Wilhelm [REDACTED]; Steve Joske [REDACTED]
Subject: Re: To discuss the SVGC Clubhouse Redevelopment Strategy - April 2024 OCM - Nomination of SVGC Representatives

Evening Shaun,

Just an email to let you know who the two representatives are from the Board.

b. Invite the SVGC to nominate 2 representatives (non-employees) for Council's consideration as members of the proposed Seaview Golf Club Redevelopment Advisory Committee.

Vice President
Tim Wilhelm
[REDACTED]

Director
Steve Joske
[REDACTED]

Thank you.

Warm regards,

Tristan McCallum
Head Professional /
Managing Secretary



Office (08) 9384 0471
Pro Shop (08) 9384 8879
Mobile 0403 023 004
Jarrad Street
Cottesloe, WA 6011



From: Shaun Kan <des@cottesloe.wa.gov.au>
Sent: Monday, 29 April 2024 10:29 AM
To: Graham Castledine [REDACTED] David Rogers [REDACTED]
[REDACTED] Sea View Golf Club Manager [REDACTED]
Cc: Matthew Scott <ceo@cottesloe.wa.gov.au>; Rachel Cranny <eso1@cottesloe.wa.gov.au>
Subject: RE: To discuss the SVGC Clubhouse Redevelopment Strategy - April 2024 OCM - Nomination of SVGC Representatives

Good Morning All

Hi David, Tristan and Graham – Thank you again for your time earlier this month to discuss and provide feedback on the strategy. Council at the April 2024 OCM unanimously resolved as follows:

1. **THANKS** the Seaview Golf Club (SVGC) for providing feedback;
2. **APPROVES** the following strategy steps (as outlined in the attached Sea View Golf Club Facilities Strategy, Cygnet West) to progress the redevelopment of the SVGC Facilities:
 - a. Step 1 - Site Assessment including the Needs and Aspirations Analysis (undertaken concurrently);
 - b. Step 2 - Feasibility Study, inclusive of developing up to 3 concept designs;
 - c. Step 3 - Re-engagement with direct stakeholders;
 - d. Step 4 - Community Endorsement;
 - e. Step 5 - Final Report and recommendation;
3. **NOTES** that that progression to each subsequent step in point 2 will only occur once Council has adopted the outcomes of the preceding step (for example Step 2 can only proceed once Council has adopted the outcome of Step 1);
4. **INSTRUCTS** the Chief Executive Officer (CEO) to:
 - a. Prepare the terms of reference for a Seaview Golf Club Redevelopment Advisory Committee with the membership comprising of 4 elected members and 2 SVGC representative no later than the June 2024 OCM;
 - b. Invite the SVGC to nominate 2 representatives (non-employees) for Council's consideration as members of the proposed Seaview Golf Club Redevelopment Advisory Committee.
5. **NOTES** that the lease negotiation continues in conjunction with the Strategy implementation (point 2); and
6. **APPROVES** a budget amendment of \$50,000 from the mid-year budget review surplus to fund the Step 1 of the Strategy, by absolute majority, **NOTING** that an item will be included in the 2024/2025 budget considerations for the remaining strategy steps.

In accordance with point 4b, the Administration is inviting the SVGC to nominate 2 representatives (non-employees) for this committee. If we could please trouble for nominations to be provided to us no later than **10 May 2024** including supporting documentation to show how this nomination was made. We can then make an appropriate recommendation to Council.

Please do not hesitate to contact me should you require any further information.

Many Thanks

Best Regards

Shaun

Shaun Kan

Director Engineering Services



Town of Cottesloe

PO Box 606 | Cottesloe WA 6911

Phone: (08) 9285 5000

Email: des@cottesloe.wa.gov.au

Web: www.cottesloe.wa.gov.au



Find us on 

Town of Cottesloe acknowledges the Whadjuk Nyoongar people as the traditional custodians of the lands and waters where the Town is situated.

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Please consider the environment before printing this email

-----Original Appointment-----

From: Rachel Cranny <eso1@cottesloe.wa.gov.au>

Sent: Tuesday, 26 March 2024 3:38 PM

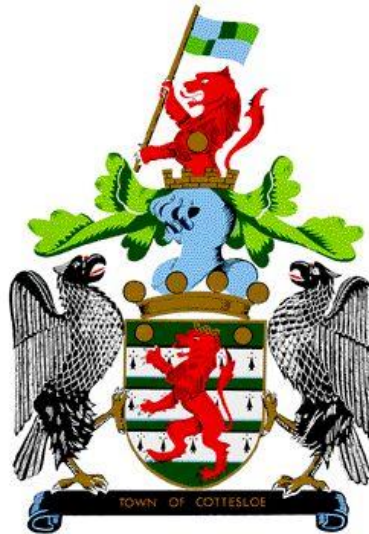
To: Rachel Cranny; Graham Castledine; David Rogers; Sea View Golf Club Manager; Matthew Scott; Shaun Kan

Subject: To discuss the SVGC Clubhouse Redevelopment Strategy

When: Wednesday, 10 April 2024 1:30 PM-2:30 PM (UTC+08:00) Perth.

Where: Mayors Parlour

TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

ITEM 10.1.10A: DRAFT ANDERSON PAVILION LICENCE SCHEDULE

Draft Anderson Pavilion Licence Schedule

- Item 1 **Land**
- Reserve 6613, Lot 401 On Deposited Plan 34252 being the whole of the land comprised in Crown Land Title Certificate of Title Volume LR3129 Folio 795.
- Item 2 **Licensed Premises**
- Anderson Pavilion constructed on the Land as shown generally on the sketch annexed hereto as **Annexure 1** and including the Licensor's Property installed or located therein.
- Item 3 **Agreed Hours**
- To be discussed
- Item 4 **Term**
- 1 Winter Season commencing at the start of the 2024 Winter Season (being 1 March 2024) and expiring at the conclusion of the 2024 Winter Season (being 31 October 2024).
- Item 5 **Further Term**
- Nil.
- Item 6 **Commencement Date**
- 1 March 2024
- Item 7 **Licence Fee**
- \$1 per annum plus GST for the Term, payable on demand.
- Item 8 **Permitted Purpose**
- Football clubhouse and uses reasonably ancillary thereto.
- Item 9 **Public liability insurance**
- Twenty million dollars (\$20,000,000.00).
- Item 10 **Additional terms and conditions**
- 10.1 **Additional Kitchen Appliances**
- Additional kitchen appliances and equipment must not be used at the Licensed Premises, without the prior approval of the Licensor.

10.2 **Ovals and playing fields**

The Licensee acknowledges that this Licence is limited to the Licensed Premises, and if it requires use of the surrounding ovals and playing fields, it must book such ovals and playing fields in accordance with the Licensor's normal booking system.

10.3 **Liquor licence**

The Licensor agrees to provide consent to the issue of a liquor licence, licences or permits to the Licensee for the Licensed Premises on the following terms:

- (a) such licence or licence must be consistent with the Permitted Purpose (i.e., a club licence or similar); and
- (b) if a licence or permit is granted, the Licensee must:
 - (i) strictly comply with any requirements attaching to the licence or permit at its cost;
 - (ii) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

10.4 **Ovals lighting and marking fees**

For clarity, the parties acknowledge and agree:

- (a) that the Licensee is responsible for the costs of line marking the playing fields/ovals for its use; and
- (b) following the installation of a separate sub-meter for the oval lighting, the Licensee must promptly reimburse the Licensor for half of the electricity costs associated with oval lighting.

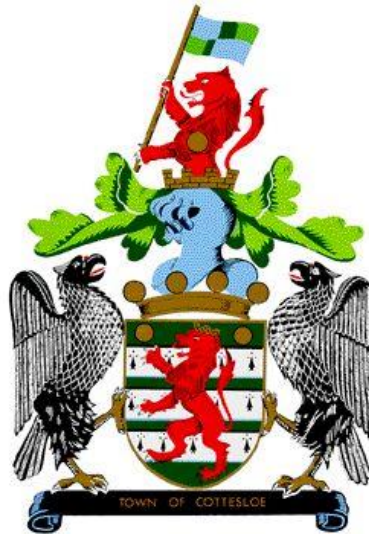
10.5 **Use by other entities**

The Licensee acknowledges that other groups and persons may use the Licensed Premises outside of the Agreed Hours. For information purposes, the Licensee acknowledges that the table of proposed use of the Licensed Premises and surrounding ovals (where applicable), as at the commencement of this Licence, is annexed hereto as **Annexure 4**.

10.6 **Memorabilia and Storage**

The Licensor may consent in writing to the Licensee storing items (including memorabilia) at the Licensed Premises outside of Agreed Hours and the Term. If the Licensor agrees the Licensee acknowledges and agrees that the storing of such items will be at the sole risk of the Licensee and the Licensor may require other regular users of the Licensed Premises to consent to such use.

TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.10B:
POL/111 - CIVIC CENTRE HALL HIRE - 2020**

Council Policy



Council Policy: POL/111	Civic Centre Hall Hire		
Reference	<i>Strategic Community Plan 2013- 2023</i> Priority Area: 1 Major Strategy: 1.3	<i>Corporate Business Plan 2020 - 2024</i> Priority Area: 1 Major Strategy: 1.4	
Responsible Officer	Manager Corporate Services and Governance		
Policy Area	Corporate Services – Community		
Council Adoption Date	27 October 2020	Version Number	V1
Amendment Dates		Next Review Date	2023

This Policy replaces all previous policies related to this topic.

1. Policy Purpose

- 1.1. This Policy establishes guiding principles and guidelines related to hire management of the War Memorial Hall and Lesser Hall (Halls).
- 1.2. This Policy aims to provide an equitable, transparent and accountable process in determining and allocating Halls for hire.

2. Policy Scope

- 2.1. Supports the efficient and effective use of the Town’s Halls, thereby ensuring fair and reasonable access to Town facilities by all users across the Town of Cottesloe community.
- 2.2. Sets priority and cost efficiencies to community and charitable organisations.
- 2.3. All other bookings are to be based on a cost recovery system to contribute to the long-term upkeep of the facilities.

3. Policy Requirements

- 3.1. All bookings are classified and managed in accordance with the Event Facility and Classification Policy. Priority is to be given to organisers that meet the Community or Charitable classification/s.

- 3.2. Bookings are not to be taken more than six months in advance.
- 3.3. Charitable organisations, which do not attract a hire fee, are not permitted to have more than one booking per calendar month.
- 3.4. Repeat bookings in excess of three sessions for the same hall are not permitted in any week (Monday – Sunday).
- 3.5. Repeat booking in excess of one session for the same hall are not permitted in the same day unless scheduled contiguously.
- 3.6. Booking times are inclusive of set up and pack down. A minimum of half an hour is required between each individual booking.
- 3.7. For all bookings, rescheduling is considered a cancellation, as per the Schedule of Fees and Charges.
- 3.8. Town Officers may use their discretion to regulate the fair and reasonable allocation of the Halls.
- 3.9. The Town reserves the right to deny an application based on the nature of the booking. An accurate summary outlining the intended use should be stated on the application form.
- 3.10. The Town may impose conditions on an applicant to ensure the use is compatible with the Town’s standards as a community facility.
- 3.11. Bookings are for the relevant hall only and do not permit the use of any other hall or space at the Cottesloe Civic Centre.

4. Exemptions

- 4.1. A Town appointed Cottesloe Civic Centre exclusive event and catering contractor, within the contractual rights.

5. Definitions

- 5.1. **War Memorial Town Hall** - situated on the Southern upper level.
- 5.2. **Lesser Hall** - stand-alone building to the North of the main structure building.
- 5.3. **Cottesloe Civic Centre** – Lot located at 109 Broome Street, Cottesloe WA 6011.

6. Relevant Legislation

This Policy should be read in conjunction with relevant legislation including:

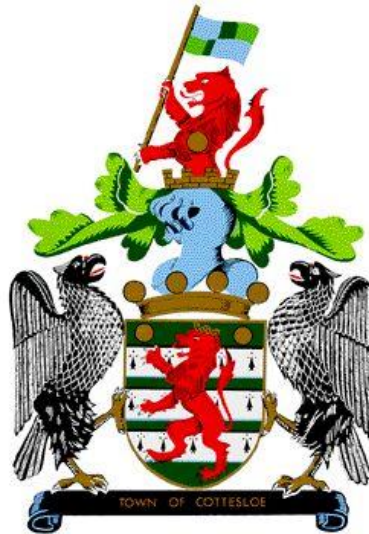
- 6.1. Health (Public Buildings) Regulations 1992
- 6.2. Food Act 2008
- 6.3. Town’s Health Local Law 1997
- 6.4. Health (Miscellaneous Provisions) Act 1911
- 6.5. Environmental Protection (Noise) Regulations 1997

7. Other Relevant Procedures/Key Documents

This Policy is at all times subject to the following relevant procedures/key documents:

- 7.1. Schedule of Fees and Charges
- 7.2. Event Classification Policy
- 7.3. Facility Hire – Conditions of Use
- 7.4. Lesser Hall – Procedures and Information
- 7.5. War Memorial Hall - Procedures and Information
- 7.6. Hall Hire Application Form
- 7.7. Contract - Cottesloe Civic Centre exclusive event and catering contractor
- 7.8. Town's Liquor (Licensed Premises) Policy

TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.10C:
LICENCE OF ANDERSON PAVILION - COTTESLOE
JUNIOR FOOTBALL CLUB**

Licence of Anderson Pavilion

Town of Cottesloe

Cottesloe Junior Football Club



McLEODS

Lawyers

Stirling Law Chambers | 220 Stirling Highway | CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: TF:COTT - 52111

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Details

Parties

Town of Cottesloe

Postal address: PO Box 606, Cottesloe, Western Australia 6911
Email address: town@cottesloe.wa.gov.au
(Licensor)

Cottesloe Junior Football Club

Registration Number A1005556R
Postal address: PO Box 606, Cottesloe, Western Australia 6911
Email address: alisajpearson@me.com
(Licensee)

Background

- A The Licensor has the care, control, and management of the Land
- B Anderson Pavilion (**Pavilion**) is constructed on the Land.
- C The Licensor has agreed to licence, and the Licensee has agreed to take a licence of the Pavilion, being more particularly described as the Licensed Premises, on the terms of this Licence.

Agreed terms

1. Definitions

In this Licence, unless context clearly indicates otherwise:

Agreed Hours means the times that the Licensee may utilise the Licensed Premises under the terms of this Licence, as specified in **Item 3** of the Schedule;

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

Commencement Date means the date specified in **Item 6** of the Schedule;

Common Areas means all those parts of the Land not exclusively leased or licensed to any tenant and intended for use by the tenants, licensees and/or users of the Land and their respective invitees in common with each other including all parking areas, roads, walkways, in on or about the Land;

Further Term means each further term specified in **Item 5** of the Schedule;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other GST Law;

GST Law means any law which imposes, levies, implements, regulates, administers, interprets or otherwise concerns the GST;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995*;

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

Licence means this Licence, including the schedules and any annexures;

Licence Fee means the licence fee specified in **Item 7** of the Schedule;

Licensee means the Licensee named in this Licence and includes the Licensee's Agents, successors, permitted assigns and it's or their subtenants, licensees and sublicenses;

Licensed Premises means the premises to be licensed to the Licensee as more particularly described at **Item 2** of the Schedule; and includes the Licensor's Property installed in the Licensed Premises;

Licensee's Agents includes the subtenants, employees, agents, contractors, invitees, and licensees of the Licensee;

Licensee's Property means all property installed in, on or for, or any improvement or alteration made to, the premises and anything owned or leased by the Licensee which is inside the Licensed Premises;

Licensor's Property means:

- (a) anything installed in, on or for;
- (b) anything placed in or on; or
- (c) any improvement or alteration (including the Licensor's works (if any)) made to,

the Licensed Premises at any time which is not the Licensee's Property or the property of any third person and includes the Licensor's goods and floor coverings and finishes, skirting boards, ceiling tiles and finishes, window coverings and finishes, and includes the items listed in **Annexure 5**;

Loss means all loss, cost, damage, liability, death, injury or other detriment, including legal costs, consequential loss, special loss and economic loss;

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

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

Party means the Licensor or the Licensee according to the context;

Permitted Purpose means the Permitted Purpose stated at **Item 8** of the Schedule;

Schedule means the Schedule to this Licence;

Term means the term of years specified in **Item 2** of the Schedule. Where the context permits, it includes the Further Term (if granted), and any period of holding over; and

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

2. Grant of licence

- (1) Subject to paragraph (2) below, the Licensor grants a licence to the Licensee to use the Licensed Premises for the Agreed Hours for the Term on the terms and conditions of this Licence.
- (2) This Licence is conditional on the Licensor obtaining the Minister for Lands consent. A copy of the Minister for Lands' consent is attached to this Licence as **Annexure 2**.

3. Use restricted to Agreed Hours

- (1) The Licensee's use of the Licensed Premises is strictly limited to the Agreed Hours.
- (2) The Licensee may only use the Licensed Premises outside the Agreed Hours with the written consent of the Licensor, which consent shall be subject to the Licensee giving the Licensor seven (7) days written notification of such request and the Licensor having no existing commitment with any other licensee or person. The Licensor's normal hire fees may apply for such additional use; however, the Parties acknowledge and agree that terms and conditions of this Licence will apply to such additional use of the Licensed Premises.
- (3) If the Licensee uses the Licensed Premises outside of the Agreed Hours without the prior consent of the Licensor, the Licensor may issue the Licensee an invoice for such use in accordance with its normal fees and charges and the Licensee must pay such fee within 14 days of receipt.

4. Licence Fee and other payments

4.1 Licence Fee

The Licensee must pay to the Licensor the Licence Fee, at such place or by electronic funds transfer to such bank account as is notified by the Licensor to the Licensee at any time, on time and in full, without deduction or set-off.

4.2 Other costs

The Licensee must promptly pay:

- (a) any duty on this Licence or any other document arising under this Licence;
- (b) the Licensor's reasonable costs of considering any request made by the Licensee for the Licensor's approval or consent; and
- (c) the Licensor's costs incurred if the Licensee is in breach of this Licence.

4.3 Payments

- (1) The Licensee must pay the Licensor the Licence Fee, statutory charges, outgoings, and any other money the Licensee must pay to the Licensor under this Licence on time and in full, without deduction or set-off.
- (2) Payments must be made by the Licensee to the Licensor at such place or by electronic funds transfer or other means of deposit to such bank account as is notified by the Licensor to the Licensee from time to time.

4.4 Licensor may charge interest if payments are late

If the Licensee is late in paying Licence Fee or any other money to the Licensor, the Licensor may charge interest on that money at the Interest Rate. The Licensor will calculate the interest on any unpaid money from the day the unpaid money was due until the day it and all interest accrued on it is paid in full.

4.5 GST

For the purposes of the GST levied or imposed on or in respect of any supply by the Licensor to the Licensee made under or in accordance with this Licence (including but not only the leasing of the premises), the amount payable for that supply under this Licence will be increased by the amount necessary to ensure that the payment made by the Licensee net of GST is the same as it would have been before the GST was levied or imposed and the Licensee must pay that amount as increased. However, the Licensor must calculate (and the Licensee need only pay) GST on outgoings net of any GST input tax credits received by the Licensor on outgoings.

5. Risks and insurance

5.1 Licensee's risk and responsibilities

- (1) The Licensee's use of the Licensed Premises, and any works carried out by the Licensee, are entirely at the Licensee's own risk.
- (2) The Licensee is responsible all acts of the Licensee's Agents on the Licensed Premises and for any breach by them of any terms in this Licence required to be performed or complied with by the Licensee.

5.2 Minimise risks

- (1) The Licensee must:
 - (a) not create any actual or potential danger, risk, or disruption in, on, to or from the Licensed Premises or the Land and take all steps necessary or desirable to manage and minimise risks, including the potential for:
 - (i) damage to the Licensed Premises or any other real or personal property;
 - (ii) the incurrence of any other Loss by the Licensor, another licensee, any other user or occupier of the Land or any other person; or
 - (iii) public liability and third party property damage claims, whether against the Licensor's or the Licensee's insurance or both, including liability to persons for personal injury, illness, death or property damage suffered or incurred, directly or indirectly, caused or contributed to by the Licensee's wilful or negligent act or omission, the Licensee's breach of an obligation under this Licence or the Licensee's use or occupation of the Licensed Premises, including by properly securing the Licensed Premises and not permitting unauthorised access to the Licensed Premises;
 - (b) promptly comply with:
 - (i) all laws for the prevention or control of fires and other emergencies and disruptions;
 - (ii) the requirements and recommendations of the Licensee's insurers; and
 - (iii) the requirements and recommendations of the Licensor or the Licensor's insurer,

concerning the management and minimisation of dangers, risks or disruption in the Licensed Premises caused or contributed to or made necessary by the Licensee's wilful or negligent act or omission, the Licensee's breach of an obligation under this Licence or the Licensee's use or occupation of the premises;

- (c) obey all instructions given by the Licensor, the police, the fire brigade, or other authority.

5.3 Licensee's insurance

- (1) The Licensee must effect on or before the Commencement Date and maintain throughout the Term a policy of insurance for:

- (a) public liability, including third party property damage cover with respect to the Licensed Premises, under which the limit of liability for a single claim is not less than the amount specified in **Item 9** or such higher amount as the Licensor may reasonably require from time to time, with no aggregate limit on the insurer's liability; and
- (b) where the Licensor requires, the Licensee's Property in the Licensed Premises for its full replacement or reinstatement value.

- (2) For each insurance policy required under this Licence, the Licensee must:

- (a) place the policy with a reputable insurer upon terms consistent with this Licence;
- (b) cause the Licensee as described in this Licence to be named as the insured person;
- (c) not make any variation to the policy that would breach the requirements of this Licence without the Licensor's prior consent;
- (d) deliver to the Licensor:
- (i) on or before the Commencement Date;
- (ii) within 5 business days after the renewal of the policy; and
- (iii) at such other times as the Licensor may request,

a clear, complete, and accurate copy of a certificate of currency for the policy disclosing all information reasonably required by the Licensor; and

- (e) pay all premiums as and when they become due.

- (3) The Licensee must not do anything which may:

- (a) invalidate, prejudice, or render void or voidable;
- (b) cause the insurer to refuse to renew;
- (c) conflict with;
- (d) increase the premium for; or
- (e) cause exclusions or conditions to be attached to,

any insurance effected by the Licensor concerning the Licensed Premises or any insurance effected by the Licensee under this Licence.

- (4) The Licensee must immediately:

- (a) notify the Licensor if an event has occurred which:
 - (i) gives rise or may give rise to a claim under the Licensee's insurance and simultaneously notify the Licensee's insurance broker of the event;
 - (ii) gives rise or may give rise to a claim under the Licensor's insurance; or
 - (iii) may prejudice the Licensee's insurance or the Licensor's insurance;
 - (b) rectify anything of which the Licensee becomes aware which may prejudice the Licensee's insurance or the Licensor's insurance; and
 - (c) notify the Licensor if any policy for the Licensee's insurance is cancelled or not renewed.
- (5) The Licensee must pay any increase in the costs of insurance effected by the Licensor caused or contributed to or made necessary by the Licensee's wilful or negligent act or omission, the Licensee's breach of an obligation under this Licence or the Licensee's use or occupation of the Licensed Premises.

5.4 Licensor to obtain building insurance

The Licensor must effect and maintain throughout the Term a policy of insurance for building insurance for any building comprising or located on the Licensed Premises.

5.5 Indemnity

- (1) The Licensee indemnifies the Licensor and the Minister for Lands against all Loss suffered or incurred, directly or indirectly, to the extent caused or contributed to by the Licensee or the Licensee's Agents by:
- (a) fraud, misconduct, dishonesty, or breach of law;
 - (b) negligent or wilful act or omission;
 - (c) any work carried out by the Licensee;
 - (d) contamination caused by the act, neglect, or omission of the Licensee;
 - (e) failure to comply or delay in complying with an obligation under this Licence; or
 - (f) use, occupation, negligent use, misuse, waste or abuse of the Licensed Premises, the mechanical services, other services, or the Licensee's Property,
- except to the extent that the Loss is caused or contributed to by the negligent act or omission of the Licensor.
- (2) The obligation of the Licensee under paragraph (1) above:
- (a) is unaffected by the obligation of the Licensee to take out insurance; however, if insurance money is received by the Licensor then the Licensee's obligations under this clause will be reduced by the extent of such payment; and
 - (b) continues after Termination in respect of any act occurring or arising as a result of an event which occurs before Termination.

5.6 No indemnity for Licensor's negligence

The parties agree that nothing in this clause shall require the Licensee to indemnify the Licensor against any Loss to the extent that arises out of a negligent act or omission of the Licensor or any of the Licensor's agents.

6. Condition of Licensed Premises

6.1 Condition of Licensed Premises

- (1) The Licensed Premises are made available to the Licensee in the condition that they are in at the Commencement Date.
- (2) The Licensor will maintain, clean and service the Licensed Premises (including the Licensor's Property) in accordance with its normal maintenance standards.

6.2 Maintenance and Cleaning

- (1) The Licensee must keep the Licensed Premises clean, tidy, and free from rubbish.
- (2) The Licensee in common with other users of the Licensed Premises must keep Common Areas clean, tidy, and free from rubbish.
- (3) The Licensee must leave the Licensed Premises and the Common Areas at the end of each period of use in the condition those areas were in at the beginning of the period of use.
- (4) For clarity, the Licensee must:
 - (a) clean and maintain the toilets during use, and the toilets must be left in a clean and tidy state at the conclusion of each use; and
 - (b) undertake at least weekly (and more frequently if required) a thorough clean of the clubrooms, canteen and storeroom, and ensure that those areas are left in a clean and tidy state at the conclusion of each use.

6.3 Damage to the Licensed Premises

- (1) The Licensee must report to the Licensor any damage to the Licensed Premises, the Licensor's Property, or any of the equipment, facilities and services provided by the Licensor, sustained during the Licensee's use of the Licensed Premises immediately upon becoming aware of the damage.
- (1) The Licensee must pay to the Licensor the cost of repairing and making good any damage of the type referred to in paragraph (1) above where such damage is caused whether directly or otherwise by the Licensee or the Licensee's Agents, including the cost of labour and materials and replacement equipment, and must if required by the Licensor, itself repair and make good any such damage.
- (2) The Licensee must pay to the Licensor costs incurred by the Licensor in repairing and making good of any such damage.

6.4 Security of Licensed Premises

- (2) The Licensee must ensure that the building or buildings, and all of the Licensor's fixtures and fittings, are appropriately secured at all times during the Agreed Hours and at the conclusion of the Agreed Hours.
- (1) The Licensee will be responsible for any loss or damage to the Licensed Premises, and the Licensor's fixtures and fittings during the Agreed Hours and at the conclusion of the Agreed Hours,

to the extent that any loss or damage was caused or contributed by an act or omission of the Licensee.

- (2) The Licensee covenants and agrees to pay to the Licensor or to such person as the Licensor may from time to time direct any security charges or call out charges which, in the Licensor's reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Premises.
- (3) The Licensee must not copy any key, or other security device, and must account for all keys and security devices upon Termination of this Licence.

6.5 Licensor's Property

The Licensee agrees that the Licensor's Property:

- (a) will remain the property of the Licensor and must not be removed from the licensed Premises at any time; and
- (b) must be present and accounted for at the conclusion of each use.

6.6 Return of Licensed Premises to Licensor at conclusion of each period of use

- (3) The Licensee must vacate the Licensed Premises and remove all of the Licensee's Property at the conclusion of each period of use, unless the Licensor otherwise agrees that such property may remain.
- (1) The Licensee must leave the Licensed Premises in a clean, safe, and proper condition and the conclusion of each period of use.
- (2) Where the Licensee fails to remove its property, the Licensor may store such property at the Licensee's cost and the Licensee acknowledges and agrees that the Licensor may dispose of such property where the Licensee fails to collect such property within a reasonable period of time.

7. Licensee's use of the Licensed Premises

7.1 Restrictions on use

The Licensee must not and must not suffer or permit a person to:

- (a) use the Licensed Premises for any purpose:
 - (i) other than for the Permitted Purpose; or
 - (ii) which is not permitted under any law;
- (b) do or carry out on the Licensed Premises any harmful, offensive, or illegal act, matter, or thing;
- (c) do or carry out on the Licensed Premises any thing which causes a nuisance, damage, or disturbance to the Licensor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Licensed Premises, otherwise approved by the Licensor;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Licensed Premises; or

- (f) display from or affix any signs, notices, or advertisements on the Licensed Premises without the prior written consent of the Licensor;
- (g) smoke inside any building or other enclosed area on the Licensed Premises;
- (h) use or allow the Licensed Premises to be used for the consumption of alcohol without first obtaining the written consent of the Licensor.

7.2 Licensee must obey the law

- (1) The Licensee must obey all laws relating to and the directions of any authority that requires the Licensee to do anything concerning the premises, the Licensee's use of the Licensed Premises or this Licence.
- (2) The Licensee must:
 - (a) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the Permitted Purpose or use of the Licensed Premises;
 - (b) 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 Licensed Premises.

7.3 Keys

- (1) The Licensor will provide four sets of keys for the Licensed Premises.
- (2) The Licensee must not change the locks or have additional sets of keys copied, without the prior approval of the Licensor.
- (3) The Licensee must maintain a key register which identifies which club members have been issued keys, and notify the Licensor of any loss of keys immediately.

7.4 Licensee responsible for its equipment and property

The Licensee is responsible for any equipment or property it brings into the Licensed Premises including any equipment supplied by a third party and the Licensor shall have no liability to the Licensee for any loss of or damage to any such equipment or property unless such loss or damage is caused by the negligence of the Licensor.

7.5 Altering the Licensed Premises

- (1) The Licensee must get the Licensor's consent before the Licensee:
 - (a) alters, installs any equipment in, re-designs the interior of, builds a partition in, paints or does any other work in the Licensed Premises;
 - (b) removes any trees, flora or vegetation or similar such materials from the Licensed Premises.
- (2) If the Licensor consent is obtained, the Licensee acknowledges that the Licensor may give such consent subject to conditions and the Licensee must strictly comply with those conditions.

7.6 No assignment or sublicensing

The rights in this Licence are personal to the Licensee, and the Licensee may not assign its interest in the Licensed Premises nor sub-licence; hire to a third party, part with possession, or dispose of the Licensed Premises or any part of the Licensed Premises.

8. Licensee's obligations generally

8.1 Reporting obligations

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism or any incident which occurs on or near the Licensed 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 Licensee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Licensed Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Licensee, and which affect the Licensed Premises and immediately deliver them to the Licensor; and
- (d) any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Licensed Premises and of any circumstances known to the Licensee that may be or may cause a risk or hazard to the Licensed Premises or to any person on the Licensed Premises.

8.2 No caveats

The Licensee must not lodge any caveat of any kind (including "subject to claim" or "absolute") against the title to the Land for any reason. The Licensee must remove any caveat lodged by it contrary to this clause immediately when asked to do so by the Licensor.

9. Licensee's acknowledgements

9.1 Nature of Licence

The Licensee acknowledges that:

- (a) this Licence does not grant exclusive possession of the Licensed or confer any estate or interest in the Licensed Premises;
- (b) other than the rights granted under this Licence, the grant of this Licence does not create or confer upon the Licensee any tenancy or any other estate or interest in the Licensed Premises; and
- (c) the rights of the Licensee lie in contract only.

9.2 Use only during Agreed Hours

The Licensee acknowledges that:

- (a) it only has use of the Licensed Premises during the Agreed Hours and that other users of the Licensed Premises may be permitted to use the Licensed Premises at other times;
- (a) the Agreed Hours may be modified from time to time provided any proposed modification is agreed in advance with the Licensor and recorded in the Licensor's booking system; and
- (b) the Licensee must not obstruct any person or other organisation from using the Licensed Premises outside the Agreed Hours.

10. Licensor's right of entry

- (1) The Licensee must permit the Licensor to enter the Licensed Premises at any reasonable time to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.
- (2) The Licensor when undertaking works at the Licensed Premises, will provide at least 24 hours' notice, unless such works are emergency works, in which case no notice is required.

11. Breach of this Licence

11.1 How the Licensee breaches this Licence

- (1) The Licensee will be in breach of this Licence if:
 - (a) the Licensee does not pay the Licensor on time any part of the Licence Fee, or any other money which the Licensee must pay to the Licensor under this Licence and does not make that payment within 14 days after the Licensor gives the Licensee a Notice requiring that payment;
 - (b) the Licensee disobeys any other provision of this Licence, and the Licensee does not remedy that breach within 14 days after the Licensor gives the Licensee a Notice specifying that breach and asking the Licensee to remedy it;
 - (c) the Licensee is an association, and the association is wound up, or a special resolution is passed altering the rules of the association in a way that makes its objects or purposes inconsistent with the Permitted Purpose;
 - (d) the Licensed Premises are no longer used by the Licensee during the Agreed Hours for reasonable period of time; or
 - (e) a person other than the Licensee is in occupation or possession of the Licensed Premises during the Agreed Hours.

11.2 Licensor rights in the event of breach

- (1) If the Licensee breaches this Licence and does not remedy it as required, the Licensor may do any one or more of the following:
 - (a) terminate this Licence;
 - (b) recover from the Licensee any Loss the Licensor suffers due to the Licensee's breach;
 - (c) exercise any of the Licensor's other legal rights.

11.3 Licensor may remedy breach at Licensee's cost

If the Licensee:

- (a) fails or neglects to pay any amount payable by the Licensee under this Licence; or
- (b) does or fails to do anything which constitutes a breach of the Licensee's obligations under this Licence,

then, after the Licensor has given to the Licensee Notice of the breach and the Licensee has failed to rectify the breach within a reasonable time, the Licensor 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 Licensee and the Licensee must pay to the Licensor on demand the Licensor's cost and expenses of remedying each breach or default.

12. Damage or destruction of the Licensed Premises

If the Licensed Premises is damaged or destroyed and as a result the Licensee cannot use or have access to the Licensed Premises, the Licensee or Licensor may terminate this Licence by giving not less than 21 days' Notice to the other.

13. Option to renew

If the Licensee at least three months, but not earlier than 6 months, prior to the date for commencement of the Further Term, gives the Licensor a Notice to grant a Further Term:

- (a) there is no subsisting default by the Licensee at the date of service of the Notice; and
- (b) the Licensee has not persistently breached this Licence during the term and the Licensor has given the Licensee Notice of such breaches;

the Licensor shall grant to the Licensee a licence for the Further Term on terms and conditions similar to this Licence other than this clause in respect of any Further Term previously taken or the subject of the present exercise.

14. Obligations on Termination

- (1) Upon Termination of this Licence, the Licensee must:
 - (a) vacate the Licensed Premises and give the Licensed Premises to the Licensor in a clean state;
 - (b) remove all the Licensee's Property (excluding the Licensor's Property and air-conditioning plant, fire equipment, security alarms and security systems and other fixtures and fittings which in the reasonable opinion of the Licensor form an integral part of the Licensed Premises) and reinstate the Licensed Premises following the removal of the Licensee's Property;
 - (c) arrange for a handover inspection to be conducted by or on behalf of the Licensor after removal of the Licensee's Property and reinstatement of the Licensed Premises and, in any event, within 14 days after Termination of the Licence;
 - (d) deliver all keys, access cards and copies of those keys or access cards to the Licensor;
 - (i) continue to pay the Licence Fee and otherwise comply with those of its obligations under this Licence which still apply until the last of its obligations under this clause is discharged to the Licensor's reasonable satisfaction; and
 - (ii) pay all amounts due to the Licensor under this Licence within 5 business days after the Licensor notifies the Licensee of the adjustments made and the amounts due calculated up to and including the day on which the last of the Licensee's obligations under this clause are discharged to the Licensor's reasonable satisfaction.
- (2) The parties agree that anything left at the Licensed Premises will become the Licensor's Property and the Licensor may keep it or dispose of it.

15. Notices

15.1 Notices to be in writing

All Notices must be in writing to be effective.

15.2 Delivery requirements

A Notice to a party must be in writing and may be given or made:

- (a) by delivery to the party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by Notice to the other; or
- (c) emailed to that person at the email address appearing in this Licence, or such other address that has been notified by that party to the other party in writing, from time to time.

15.3 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 an officer of the local government;
- (d) if given by an incorporated association by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government, or association giving the Notice.

15.4 Service of Notice

- (1) Subject to paragraph (2) below, 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 the time of leaving the Notice; and
 - (c) if by post on the fifth business day following the date of posting of the Notice;
 - (d) if by email on receipt of a return email from the recipient, or the recipient's information system, acknowledging delivery or receipt of the email.
- (2) If a notice or email is delivered after normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9:00am the next Business Day.

16. Additional terms set out in schedule

Each of the terms (if any) set out in **Item 10** of the Schedule are part of this Licence. The parties agree that if there is any inconsistency between the body of the Licence and the terms of **Item 10** of the Schedule, then the terms specified in **Item 10** of the Schedule will prevail.

17. General provisions

17.1 No fetter

The Licensee acknowledges that the Licensor is a local government established by the *Local Government Act 1995*, and in that capacity, the Licensor may need to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications. The Licensor shall not be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

17.2 Acts by agents

All acts and things which the Licensor is required to do under this Licence may be done by the Licensor, the CEO, an officer or the agent, solicitor, contractor, or employee of the Licensor.

17.3 Governing law

This Licence is governed by the law of the state of Western Australia.

17.4 Statutory powers

The powers conferred on the Licensor 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 Licence, in addition to the powers conferred on the Licensor in this Licence.

17.5 Severability

If any provision of this Licence is made void or unenforceable, the remaining provisions will not be affected.

17.6 Variation

Any variation to this Licence must be made in writing and signed by both parties.

17.7 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 Licence do not, to the fullest extent permitted by law, apply to limit the terms of this Licence.

17.8 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 Licence.

17.9 Waiver

- (1) A waiver by the Licensor will only be enforceable against the Licensor if the waiver is in writing and signed by the Licensor.
- (2) Mere delay by a party in exercising any right does not constitute a waiver of that right.
- (3) A waiver (either wholly or in part) by a party of a right does not operate as a subsequent waiver of the same right or of any other right of that party.
- (4) The Licensor's demand for or acceptance of the Licence Fee or any other sum payable under this Licence after a breach by the Licensee occurs does not constitute:

- (a) a waiver of that breach or any other breach by the Licensee;
- (b) a waiver of or otherwise prejudice any of the Licensor's other rights, powers or remedies in respect of that breach or any other breach by the Licensee;
- (c) an acceptance of the Licensee's repudiation of this Licence; or
- (d) an election by the Licensor to exercise or not exercise any right, power or remedy,

whether or not, at the time the demand was made or payment was accepted, the Licensor knew of the breach or had terminated this Licence or both.

- (5) Any custom or practice which has developed between the parties during the term does not waive or vary the Licensor's right to insist upon the Licensee's performance of its obligations under this Licence.

17.10 Interpretation

- (1) In this Licence, unless the context clearly indicates otherwise:
 - (a) a reference to this Licence or another document includes any document which varies, supplements, replaces, assigns, or novates this Licence or that other document;
 - (b) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under that legislation or legislative provision;
 - (c) a reference to an authority which ceases to exist is a reference to an authority that the parties agree to substitute for the named authority or, failing agreement, to an authority having substantially the same objects as the named authority;
 - (d) a reference to the Background, a clause, schedule, or annexure is a reference to the Background, a clause, schedule or annexure to or of this Licence;
 - (e) clause and item headings and the table of contents are inserted for convenience only and must not be used when interpreting this Licence;
 - (f) the Background, schedules (if any) and annexures (if any) form part of this Licence;
 - (g) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity;
 - (h) a reference to a natural person includes their personal representatives, successors and permitted assigns;
 - (i) a reference to a corporation includes its successors and permitted assigns;
 - (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Licence;
 - (k) an obligation on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) an obligation not to permit that act or thing to be done or omitted to be done by a Licensee's Agent; and
 - (ii) an obligation to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;

- (l) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (m) a reference to a breach of warranty includes that warranty not being complete, true or accurate;
- (n) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (o) including and includes are not words of limitation;
- (p) a reference to a time is to that time in the state of Western Australia;
- (q) a word that is derived from a defined word has a corresponding meaning;
- (r) monetary amounts are expressed in Australian dollars;
- (s) the singular includes the plural and vice-versa;
- (t) words importing one gender include all other genders;
- (u) a reference to any one or more things includes each part and all parts of that thing or group of things;
- (v) neither this Licence nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting; and
- (w) if the date by which or the period in which anything must be done under this Licence ends on a day other than a business day, the date or period for doing that thing is extended until the following business day.

Schedule

Item 1 Land

Reserve 6613, Lot 401 On Deposited Plan 34252 being the whole of the land comprised in Crown Land Title Certificate of Title Volume LR3129 Folio 795.

Item 2 Licensed Premises

Anderson Pavilion constructed on the Land as shown generally on the sketch annexed hereto as **Annexure 1 and** including the Licensor's Property installed or located therein.

Item 3 Agreed Hours

Those times set out in **Annexure 3**.

Item 4 Term

2 Winter Seasons commencing at the start of the 2024 Winter Season (being 1 **February** 2024) and expiring at the conclusion of the 2025 Winter Season (being 30 September 2025).

Item 5 Further Term

Nil.

Item 6 Commencement Date

1 **February** 2024.

Item 7 Licence Fee

\$1 per annum plus GST for the Term, payable on demand.

Item 8 Permitted Purpose

Football clubhouse and uses reasonably ancillary thereto.

Item 9 Public liability insurance

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

Item 10 Additional terms and conditions

10.1 Additional Kitchen Appliances

Additional kitchen appliances and equipment must not be used at the Licensed Premises, without the prior approval of the Licensor.

10.2 Ovals and playing fields

The Licensee acknowledges that this Licence is limited to the Licensed Premises, and if it requires use of the surrounding ovals and playing fields, it must book such ovals and playing fields in accordance with the Licensor's normal booking system.

10.3 Liquor licence

The Licensor agrees to provide consent to the issue of a liquor licence, licences or permits to the Licensee for the Licensed Premises on the following terms:

- (a) such licence or licence must be consistent with the Permitted Purpose (i.e., a club licence or similar); and
- (b) if a licence or permit is granted, the Licensee must:
 - (i) strictly comply with any requirements attaching to the licence or permit at its cost;
 - (ii) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

10.4 Marking fees

The parties acknowledge and agree that the Licensee is responsible for the costs of line marking the playing fields/ovals for its use.

10.5 Use by other entities

The Licensee acknowledges that other groups and persons may use the Licensed Premises outside of the Agreed Hours. For information purposes, the Licensee acknowledges that the table of proposed use of the Licensed Premises and surrounding ovals (where applicable), as at the commencement of this Licence, is annexed hereto as **Annexure 4**.

10.6 Memorabilia and Storage

The Licensor may consent in writing to the Licensee storing items (including memorabilia) at the Licensed Premises outside of Agreed Hours and the Term. If the Licensor agrees the Licensee acknowledges and agrees that the storing of such items will be at the sole risk of the Licensee and the Licensor may require other regular users of the Licensed Premises to consent to such use.

Signing page

EXECUTED by the parties as a deed on 2024

Executed on behalf of TOWN OF COTTESLOE)
under authority of the *Local Government Act 1995*)
pursuant to s9.49A(A):)

(Signed) (Position) (Print Full Name)

THE COMMON SEAL of **Cottesloe Junior Football Club** was hereunto affixed pursuant to the constitution of the Licensee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Licensee indicated under his or her name:

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:


Office Held:

Office Held:

Annexure 2 – Minister for Lands' consent

[Consent to be obtained, once terms have been agreed and prior to signing]

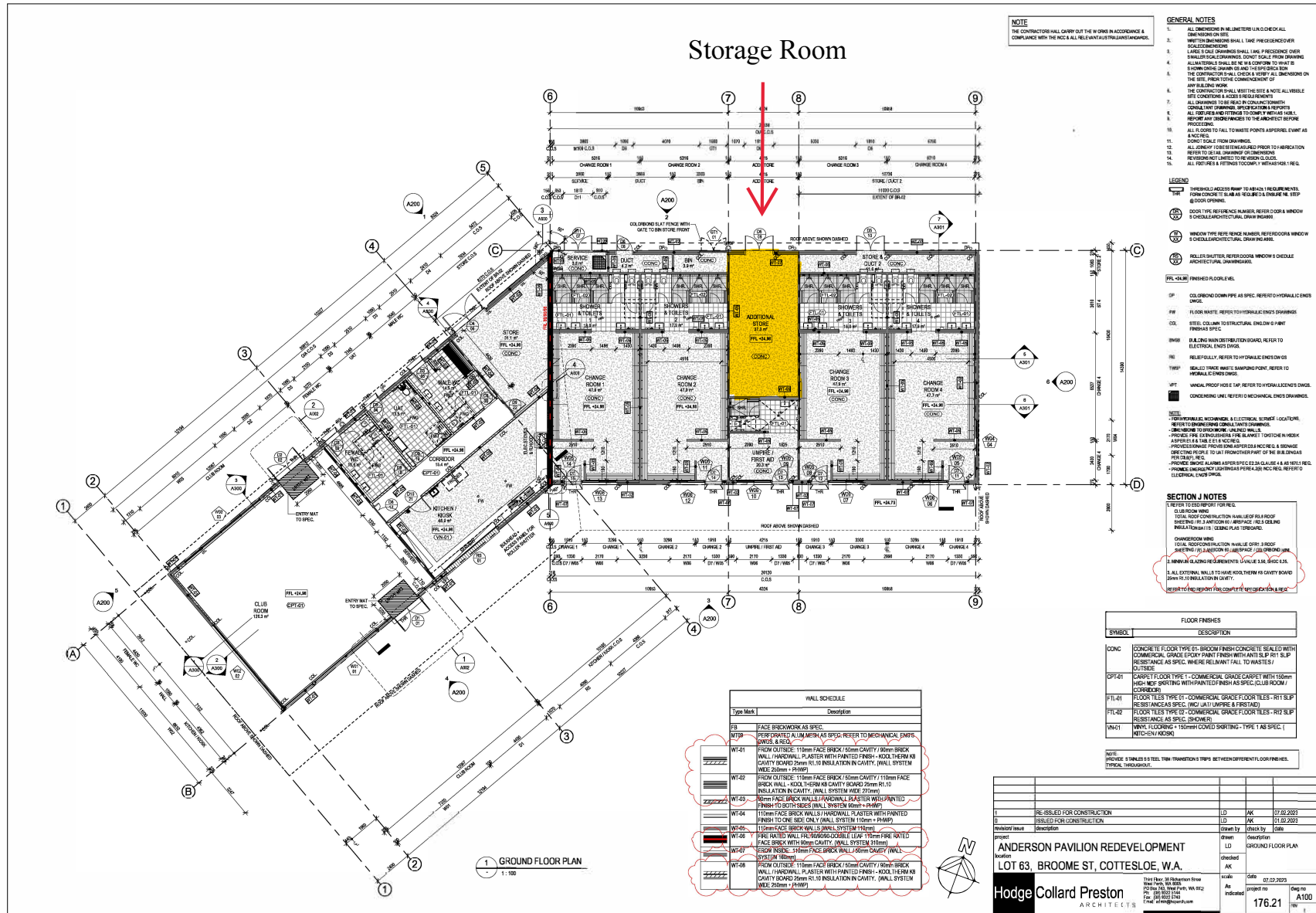
Annexure 3 – Agreed Hours

- Times for use are yet to be determined and are to be based on the normal training and playing days. 

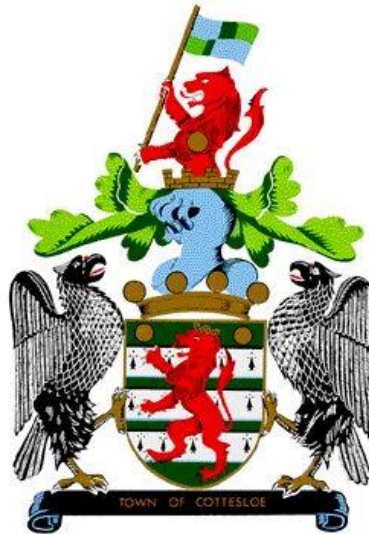
Annexure 4 – Schedule of Proposed Use

Annexure 5 – Licensor's property

Item	Description	Quantity
1	Samsung 599L Black Top Mount Fridge - SR625BLSTC Batch: 0097240392	1
2	LG 14PL Dishwasher Platinum Quadwash Batch: 0015240051	1
3	Samsung 55 QLED 4k Smart TV - QA55Q60CAWXXY	1
4	Heavy Duty Mobile TV Stand MT-100	1
5	Samsung 40L 1000w Microwave - ME6144ST Batch: 009192984	2
6	Pendant Stool By Innerspace 755mm H x 425mm W x 425mm D	18
7	Office Line I.Am Folding Table	6
8	Ergoline Furniture High Bar Table with Terrazo Top	6
9	Nardi Bit Chair (Black)	40



TOWN OF COTTESLOE



AGENDA FORUM

ATTACHMENT

**ITEM 10.1.10D:
LICENCE OF ANDERSON PAVILION - COTTESLOE
AMATEUR FOOTBALL CLUB**

Licence of Anderson Pavilion

Town of Cottesloe

Cottesloe Amateur Football Club Inc



McLEODS

Lawyers

Stirling Law Chambers | 220 Stirling Highway | CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: TF:COTT - 52111

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Details

Parties

Town of Cottesloe

Postal address: PO Box 606, Cottesloe, Western Australia 6911
Email address: town@cottesloe.wa.gov.au
(Licensor)

Cottesloe Amateur Football Club Inc

Registration Number A1017095B
Postal address: PO Box 3161, Broadway Nedlands 6009
Email address: President@cottesloeroosters.com.au
(Licensee)

Background

- A The Licensor has the care, control, and management of the Land
- B Anderson Pavilion (**Pavilion**) is constructed on the Land.
- C The Licensor has agreed to licence, and the Licensee has agreed to take a licence of the Pavilion, being more particularly described as the Licensed Premises, on the terms of this Licence.

Agreed terms

1. Definitions

In this Licence, unless context clearly indicates otherwise:

Agreed Hours means the times that the Licensee may utilise the Licensed Premises under the terms of this Licence, as specified in **Item 3** of the Schedule;

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

Commencement Date means the date specified in **Item 6** of the Schedule;

Common Areas means all those parts of the Land not exclusively leased or licensed to any tenant and intended for use by the tenants, licensees and/or users of the Land and their respective invitees in common with each other including all parking areas, roads, walkways, in on or about the Land;

Further Term means each further term specified in **Item 5** of the Schedule;

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other GST Law;

GST Law means any law which imposes, levies, implements, regulates, administers, interprets or otherwise concerns the GST;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995*;

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

Licence means this Licence, including the schedules and any annexures;

Licence Fee means the licence fee specified in **Item 7** of the Schedule;

Licensee means the Licensee named in this Licence and includes the Licensee's Agents, successors, permitted assigns and it's or their subtenants, licensees and sublicenses;

Licensed Premises means the premises to be licensed to the Licensee as more particularly described at **Item 2** of the Schedule; and includes the Licensor's Property installed in the Licensed Premises;

Licensee's Agents includes the subtenants, employees, agents, contractors, invitees, and licensees of the Licensee;

Licensee's Property means all property installed in, on or for, or any improvement or alteration made to, the premises and anything owned or leased by the Licensee which is inside the Licensed Premises;

Licensor's Property means:

- (a) anything installed in, on or for;
- (b) anything placed in or on; or
- (c) any improvement or alteration (including the Licensor's works (if any)) made to,

the Licensed Premises at any time which is not the Licensee's Property or the property of any third person and includes the Licensor's goods and floor coverings and finishes, skirting boards, ceiling tiles and finishes, window coverings and finishes, and includes the items listed in **Annexure 5**;

Loss means all loss, cost, damage, liability, death, injury or other detriment, including legal costs, consequential loss, special loss and economic loss;

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

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

Party means the Licensor or the Licensee according to the context;

Permitted Purpose means the Permitted Purpose stated at **Item 8** of the Schedule;

Schedule means the Schedule to this Licence;

Term means the term of years specified in **Item 2** of the Schedule. Where the context permits, it includes the Further Term (if granted), and any period of holding over; and

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

2. Grant of licence

- (1) Subject to paragraph (2) below, the Licensor grants a licence to the Licensee to use the Licensed Premises for the Agreed Hours for the Term on the terms and conditions of this Licence.
- (2) This Licence is conditional on the Licensor obtaining the Minister for Lands consent. A copy of the Minister for Lands' consent is attached to this Licence as **Annexure 2**.

3. Use restricted to Agreed Hours

- (1) The Licensee's use of the Licensed Premises is strictly limited to the Agreed Hours.
- (2) The Licensee may only use the Licensed Premises outside the Agreed Hours with the written consent of the Licensor, which consent shall be subject to the Licensee giving the Licensor seven (7) days written notification of such request and the Licensor having no existing commitment with any other licensee or person. The Licensor's normal hire fees may apply for such additional use; however, the Parties acknowledge and agree that terms and conditions of this Licence will apply to such additional use of the Licensed Premises.
- (3) If the Licensee uses the Licensed Premises outside of the Agreed Hours without the prior consent of the Licensor, the Licensor may issue the Licensee an invoice for such use in accordance with its normal fees and charges and the Licensee must pay such fee within 14 days of receipt.

4. Licence Fee and other payments

4.1 Licence Fee

The Licensee must pay to the Licensor the Licence Fee, at such place or by electronic funds transfer to such bank account as is notified by the Licensor to the Licensee at any time, on time and in full, without deduction or set-off.

4.2 Other costs

The Licensee must promptly pay:

- (a) any duty on this Licence or any other document arising under this Licence;
- (b) the Licensor's reasonable costs of considering any request made by the Licensee for the Licensor's approval or consent; and
- (c) the Licensor's costs incurred if the Licensee is in breach of this Licence.

4.3 Payments

- (1) The Licensee must pay the Licensor the Licence Fee, statutory charges, outgoings, and any other money the Licensee must pay to the Licensor under this Licence on time and in full, without deduction or set-off.
- (2) Payments must be made by the Licensee to the Licensor at such place or by electronic funds transfer or other means of deposit to such bank account as is notified by the Licensor to the Licensee from time to time.

4.4 Licensor may charge interest if payments are late

If the Licensee is late in paying Licence Fee or any other money to the Licensor, the Licensor may charge interest on that money at the Interest Rate. The Licensor will calculate the interest on any unpaid money from the day the unpaid money was due until the day it and all interest accrued on it is paid in full.

4.5 GST

For the purposes of the GST levied or imposed on or in respect of any supply by the Licensor to the Licensee made under or in accordance with this Licence (including but not only the leasing of the premises), the amount payable for that supply under this Licence will be increased by the amount necessary to ensure that the payment made by the Licensee net of GST is the same as it would have been before the GST was levied or imposed and the Licensee must pay that amount as increased. However, the Licensor must calculate (and the Licensee need only pay) GST on outgoings net of any GST input tax credits received by the Licensor on outgoings.

5. Risks and insurance

5.1 Licensee's risk and responsibilities

- (1) The Licensee's use of the Licensed Premises, and any works carried out by the Licensee, are entirely at the Licensee's own risk.
- (2) The Licensee is responsible all acts of the Licensee's Agents on the Licensed Premises and for any breach by them of any terms in this Licence required to be performed or complied with by the Licensee.

5.2 Minimise risks

- (1) The Licensee must:
 - (a) not create any actual or potential danger, risk, or disruption in, on, to or from the Licensed Premises or the Land and take all steps necessary or desirable to manage and minimise risks, including the potential for:
 - (i) damage to the Licensed Premises or any other real or personal property;
 - (ii) the incurrence of any other Loss by the Licensor, another licensee, any other user or occupier of the Land or any other person; or
 - (iii) public liability and third party property damage claims, whether against the Licensor's or the Licensee's insurance or both, including liability to persons for personal injury, illness, death or property damage suffered or incurred, directly or indirectly, caused or contributed to by the Licensee's wilful or negligent act or omission, the Licensee's breach of an obligation under this Licence or the Licensee's use or occupation of the Licensed Premises, including by properly securing the Licensed Premises and not permitting unauthorised access to the Licensed Premises;
 - (b) promptly comply with:
 - (i) all laws for the prevention or control of fires and other emergencies and disruptions;
 - (ii) the requirements and recommendations of the Licensee's insurers; and
 - (iii) the requirements and recommendations of the Licensor or the Licensor's insurer,

concerning the management and minimisation of dangers, risks or disruption in the Licensed Premises caused or contributed to or made necessary by the Licensee's wilful or negligent act or omission, the Licensee's breach of an obligation under this Licence or the Licensee's use or occupation of the premises;

- (c) obey all instructions given by the Licensor, the police, the fire brigade, or other authority.

5.3 Licensee's insurance

- (1) The Licensee must effect on or before the Commencement Date and maintain throughout the Term a policy of insurance for:

- (a) public liability, including third party property damage cover with respect to the Licensed Premises, under which the limit of liability for a single claim is not less than the amount specified in **Item 9** or such higher amount as the Licensor may reasonably require from time to time, with no aggregate limit on the insurer's liability; and
- (b) where the Licensor requires, the Licensee's Property in the Licensed Premises for its full replacement or reinstatement value.

- (2) For each insurance policy required under this Licence, the Licensee must:

- (a) place the policy with a reputable insurer upon terms consistent with this Licence;
- (b) cause the Licensee as described in this Licence to be named as the insured person;
- (c) not make any variation to the policy that would breach the requirements of this Licence without the Licensor's prior consent;
- (d) deliver to the Licensor:
- (i) on or before the Commencement Date;
- (ii) within 5 business days after the renewal of the policy; and
- (iii) at such other times as the Licensor may request,

a clear, complete, and accurate copy of a certificate of currency for the policy disclosing all information reasonably required by the Licensor; and

- (e) pay all premiums as and when they become due.

- (3) The Licensee must not do anything which may:

- (a) invalidate, prejudice, or render void or voidable;
- (b) cause the insurer to refuse to renew;
- (c) conflict with;
- (d) increase the premium for; or
- (e) cause exclusions or conditions to be attached to,

any insurance effected by the Licensor concerning the Licensed Premises or any insurance effected by the Licensee under this Licence.

- (4) The Licensee must immediately:

- (a) notify the Licensor if an event has occurred which:
 - (i) gives rise or may give rise to a claim under the Licensee's insurance and simultaneously notify the Licensee's insurance broker of the event;
 - (ii) gives rise or may give rise to a claim under the Licensor's insurance; or
 - (iii) may prejudice the Licensee's insurance or the Licensor's insurance;
 - (b) rectify anything of which the Licensee becomes aware which may prejudice the Licensee's insurance or the Licensor's insurance; and
 - (c) notify the Licensor if any policy for the Licensee's insurance is cancelled or not renewed.
- (5) The Licensee must pay any increase in the costs of insurance effected by the Licensor caused or contributed to or made necessary by the Licensee's wilful or negligent act or omission, the Licensee's breach of an obligation under this Licence or the Licensee's use or occupation of the Licensed Premises.

5.4 Licensor to obtain building insurance

The Licensor must effect and maintain throughout the Term a policy of insurance for building insurance for any building comprising or located on the Licensed Premises.

5.5 Indemnity

- (1) The Licensee indemnifies the Licensor and the Minister for Lands against all Loss suffered or incurred, directly or indirectly, to the extent caused or contributed to by the Licensee or the Licensee's Agents by:
- (a) fraud, misconduct, dishonesty, or breach of law;
 - (b) negligent or wilful act or omission;
 - (c) any work carried out by the Licensee;
 - (d) contamination caused by the act, neglect, or omission of the Licensee;
 - (e) failure to comply or delay in complying with an obligation under this Licence; or
 - (f) use, occupation, negligent use, misuse, waste or abuse of the Licensed Premises, the mechanical services, other services, or the Licensee's Property,
- except to the extent that the Loss is caused or contributed to by the negligent act or omission of the Licensor.
- (2) The obligation of the Licensee under paragraph (1) above:
- (a) is unaffected by the obligation of the Licensee to take out insurance; however, if insurance money is received by the Licensor then the Licensee's obligations under this clause will be reduced by the extent of such payment; and
 - (b) continues after Termination in respect of any act occurring or arising as a result of an event which occurs before Termination.

5.6 No indemnity for Licensor's negligence

The parties agree that nothing in this clause shall require the Licensee to indemnify the Licensor against any Loss to the extent that arises out of a negligent act or omission of the Licensor or any of the Licensor's agents.

6. Condition of Licensed Premises**6.1 Condition of Licensed Premises**

- (1) The Licensed Premises are made available to the Licensee in the condition that they are in at the Commencement Date.
- (2) The Licensor will maintain, clean and service the Licensed Premises (including the Licensor's Property) in accordance with its normal maintenance standards.

6.2 Maintenance and Cleaning

- (1) The Licensee must keep the Licensed Premises clean, tidy, and free from rubbish.
- (2) The Licensee in common with other users of the Licensed Premises must keep Common Areas clean, tidy, and free from rubbish.
- (3) The Licensee must leave the Licensed Premises and the Common Areas at the end of each period of use in the condition those areas were in at the beginning of the period of use.
- (4) For clarity, the Licensee must:
 - (a) clean and maintain the toilets during use, and the toilets must be left in a clean and tidy state at the conclusion of each use; and
 - (b) undertake at least weekly (and more frequently if required) a thorough clean of the clubrooms, canteen and storeroom, and ensure that those areas are left in a clean and tidy state at the conclusion of each use.

6.3 Damage to the Licensed Premises

- (1) The Licensee must report to the Licensor any damage to the Licensed Premises, the Licensor's Property, or any of the equipment, facilities and services provided by the Licensor, sustained during the Licensee's use of the Licensed Premises immediately upon becoming aware of the damage.
- (1) The Licensee must pay to the Licensor the cost of repairing and making good any damage of the type referred to in paragraph (1) above where such damage is caused whether directly or otherwise by the Licensee or the Licensee's Agents, including the cost of labour and materials and replacement equipment, and must if required by the Licensor, itself repair and make good any such damage.
- (2) The Licensee must pay to the Licensor costs incurred by the Licensor in repairing and making good of any such damage.

6.4 Security of Licensed Premises

- (2) The Licensee must ensure that the building or buildings, and all of the Licensor's fixtures and fittings, are appropriately secured at all times during the Agreed Hours and at the conclusion of the Agreed Hours.
- (1) The Licensee will be responsible for any loss or damage to the Licensed Premises, and the Licensor's fixtures and fittings during the Agreed Hours and at the conclusion of the Agreed Hours,

to the extent that any loss or damage was caused or contributed by an act or omission of the Licensee.

- (2) The Licensee covenants and agrees to pay to the Licensor or to such person as the Licensor may from time to time direct any security charges or call out charges which, in the Licensor's reasonable opinion, relate to the Licensee, the Licensee's Agents or the Licensee's use of the Licensed Premises.
- (3) The Licensee must not copy any key, or other security device, and must account for all keys and security devices upon Termination of this Licence.

6.5 Licensor's Property

The Licensee agrees that the Licensor's Property:

- (a) will remain the property of the Licensor and must not be removed from the licensed Premises at any time; and
- (b) must be present and accounted for at the conclusion of each use.

6.6 Return of Licensed Premises to Licensor at conclusion of each period of use

- (3) The Licensee must vacate the Licensed Premises and remove all of the Licensee's Property at the conclusion of each period of use, unless the Licensor otherwise agrees that such property may remain.
- (1) The Licensee must leave the Licensed Premises in a clean, safe, and proper condition and the conclusion of each period of use.
- (2) Where the Licensee fails to remove its property, the Licensor may store such property at the Licensee's cost and the Licensee acknowledges and agrees that the Licensor may dispose of such property where the Licensee fails to collect such property within a reasonable period of time.

7. Licensee's use of the Licensed Premises

7.1 Restrictions on use

The Licensee must not and must not suffer or permit a person to:

- (a) use the Licensed Premises for any purpose:
 - (i) other than for the Permitted Purpose; or
 - (ii) which is not permitted under any law;
- (b) do or carry out on the Licensed Premises any harmful, offensive, or illegal act, matter, or thing;
- (c) do or carry out on the Licensed Premises any thing which causes a nuisance, damage, or disturbance to the Licensor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Licensed Premises, otherwise approved by the Licensor;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Licensed Premises; or

- (f) display from or affix any signs, notices, or advertisements on the Licensed Premises without the prior written consent of the Licensor;
- (g) smoke inside any building or other enclosed area on the Licensed Premises;
- (h) use or allow the Licensed Premises to be used for the consumption of alcohol without first obtaining the written consent of the Licensor.

7.2 Licensee must obey the law

- (1) The Licensee must obey all laws relating to and the directions of any authority that requires the Licensee to do anything concerning the premises, the Licensee's use of the Licensed Premises or this Licence.
- (2) The Licensee must:
 - (a) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the Permitted Purpose or use of the Licensed Premises;
 - (b) 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 Licensed Premises.

7.3 Keys

- (1) The Licensor will provide four sets of keys for the Licensed Premises.
- (2) The Licensee must not change the locks or have additional sets of keys copied, without the prior approval of the Licensor.
- (3) The Licensee must maintain a key register which identifies which club members have been issued keys, and notify the Licensor of any loss of keys immediately.

7.4 Licensee responsible for its equipment and property

The Licensee is responsible for any equipment or property it brings into the Licensed Premises including any equipment supplied by a third party and the Licensor shall have no liability to the Licensee for any loss of or damage to any such equipment or property unless such loss or damage is caused by the negligence of the Licensor.

7.5 Altering the Licensed Premises

- (1) The Licensee must get the Licensor's consent before the Licensee:
 - (a) alters, installs any equipment in, re-designs the interior of, builds a partition in, paints or does any other work in the Licensed Premises;
 - (b) removes any trees, flora or vegetation or similar such materials from the Licensed Premises.
- (2) If the Licensor consent is obtained, the Licensee acknowledges that the Licensor may give such consent subject to conditions and the Licensee must strictly comply with those conditions.

7.6 No assignment or sublicensing

The rights in this Licence are personal to the Licensee, and the Licensee may not assign its interest in the Licensed Premises nor sub-licence; hire to a third party, part with possession, or dispose of the Licensed Premises or any part of the Licensed Premises.

8. Licensee's obligations generally

8.1 Reporting obligations

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism or any incident which occurs on or near the Licensed 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 Licensee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Licensed Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Licensee, and which affect the Licensed Premises and immediately deliver them to the Licensor; and
- (d) any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Licensed Premises and of any circumstances known to the Licensee that may be or may cause a risk or hazard to the Licensed Premises or to any person on the Licensed Premises.

8.2 No caveats

The Licensee must not lodge any caveat of any kind (including "subject to claim" or "absolute") against the title to the Land for any reason. The Licensee must remove any caveat lodged by it contrary to this clause immediately when asked to do so by the Licensor.

9. Licensee's acknowledgements

9.1 Nature of Licence

The Licensee acknowledges that:

- (a) this Licence does not grant exclusive possession of the Licensed or confer any estate or interest in the Licensed Premises;
- (b) other than the rights granted under this Licence, the grant of this Licence does not create or confer upon the Licensee any tenancy or any other estate or interest in the Licensed Premises; and
- (c) the rights of the Licensee lie in contract only.

9.2 Use only during Agreed Hours

The Licensee acknowledges that:

- (a) it only has use of the Licensed Premises during the Agreed Hours and that other users of the Licensed Premises may be permitted to use the Licensed Premises at other times;
- (a) the Agreed Hours may be modified from time to time provided any proposed modification is agreed in advance with the Licensor and recorded in the Licensor's booking system; and
- (b) the Licensee must not obstruct any person or other organisation from using the Licensed Premises outside the Agreed Hours.

10. Licensor's right of entry

- (1) The Licensee must permit the Licensor to enter the Licensed Premises at any reasonable time to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.
- (2) The Licensor when undertaking works at the Licensed Premises, will provide at least 24 hours' notice, unless such works are emergency works, in which case no notice is required.

11. Breach of this Licence

11.1 How the Licensee breaches this Licence

- (1) The Licensee will be in breach of this Licence if:
 - (a) the Licensee does not pay the Licensor on time any part of the Licence Fee, or any other money which the Licensee must pay to the Licensor under this Licence and does not make that payment within 14 days after the Licensor gives the Licensee a Notice requiring that payment;
 - (b) the Licensee disobeys any other provision of this Licence, and the Licensee does not remedy that breach within 14 days after the Licensor gives the Licensee a Notice specifying that breach and asking the Licensee to remedy it;
 - (c) the Licensee is an association, and the association is wound up, or a special resolution is passed altering the rules of the association in a way that makes its objects or purposes inconsistent with the Permitted Purpose;
 - (d) the Licensed Premises are no longer used by the Licensee during the Agreed Hours for reasonable period of time; or
 - (e) a person other than the Licensee is in occupation or possession of the Licensed Premises during the Agreed Hours.

11.2 Licensor rights in the event of breach

- (1) If the Licensee breaches this Licence and does not remedy it as required, the Licensor may do any one or more of the following:
 - (a) terminate this Licence;
 - (b) recover from the Licensee any Loss the Licensor suffers due to the Licensee's breach;
 - (c) exercise any of the Licensor's other legal rights.

11.3 Licensor may remedy breach at Licensee's cost

If the Licensee:

- (a) fails or neglects to pay any amount payable by the Licensee under this Licence; or
- (b) does or fails to do anything which constitutes a breach of the Licensee's obligations under this Licence,

then, after the Licensor has given to the Licensee Notice of the breach and the Licensee has failed to rectify the breach within a reasonable time, the Licensor 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 Licensee and the Licensee must pay to the Licensor on demand the Licensor's cost and expenses of remedying each breach or default.

12. Damage or destruction of the Licensed Premises

If the Licensed Premises is damaged or destroyed and as a result the Licensee cannot use or have access to the Licensed Premises, the Licensee or Licensor may terminate this Licence by giving not less than 21 days' Notice to the other.

13. Option to renew

If the Licensee at least three months, but not earlier than 6 months, prior to the date for commencement of the Further Term, gives the Licensor a Notice to grant a Further Term:

- (a) there is no subsisting default by the Licensee at the date of service of the Notice; and
- (b) the Licensee has not persistently breached this Licence during the term and the Licensor has given the Licensee Notice of such breaches;

the Licensor shall grant to the Licensee a licence for the Further Term on terms and conditions similar to this Licence other than this clause in respect of any Further Term previously taken or the subject of the present exercise.

14. Obligations on Termination

- (1) Upon Termination of this Licence, the Licensee must:
 - (a) vacate the Licensed Premises and give the Licensed Premises to the Licensor in a clean state;
 - (b) remove all the Licensee's Property (excluding the Licensor's Property and air-conditioning plant, fire equipment, security alarms and security systems and other fixtures and fittings which in the reasonable opinion of the Licensor form an integral part of the Licensed Premises) and reinstate the Licensed Premises following the removal of the Licensee's Property;
 - (c) arrange for a handover inspection to be conducted by or on behalf of the Licensor after removal of the Licensee's Property and reinstatement of the Licensed Premises and, in any event, within 14 days after Termination of the Licence;
 - (d) deliver all keys, access cards and copies of those keys or access cards to the Licensor;
 - (i) continue to pay the Licence Fee and otherwise comply with those of its obligations under this Licence which still apply until the last of its obligations under this clause is discharged to the Licensor's reasonable satisfaction; and
 - (ii) pay all amounts due to the Licensor under this Licence within 5 business days after the Licensor notifies the Licensee of the adjustments made and the amounts due calculated up to and including the day on which the last of the Licensee's obligations under this clause are discharged to the Licensor's reasonable satisfaction.
- (2) The parties agree that anything left at the Licensed Premises will become the Licensor's Property and the Licensor may keep it or dispose of it.

15. Notices

15.1 Notices to be in writing

All Notices must be in writing to be effective.

15.2 Delivery requirements

A Notice to a party must be in writing and may be given or made:

- (a) by delivery to the party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by Notice to the other; or
- (c) emailed to that person at the email address appearing in this Licence, or such other address that has been notified by that party to the other party in writing, from time to time.

15.3 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 an officer of the local government;
- (d) if given by an incorporated association by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government, or association giving the Notice.

15.4 Service of Notice

- (1) Subject to paragraph (2) below, 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 the time of leaving the Notice; and
 - (c) if by post on the fifth business day following the date of posting of the Notice;
 - (d) if by email on receipt of a return email from the recipient, or the recipient's information system, acknowledging delivery or receipt of the email.
- (2) If a notice or email is delivered after normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9:00am the next Business Day.

16. Additional terms set out in schedule

Each of the terms (if any) set out in **Item 10** of the Schedule are part of this Licence. The parties agree that if there is any inconsistency between the body of the Licence and the terms of **Item 10** of the Schedule, then the terms specified in **Item 10** of the Schedule will prevail.

17. General provisions

17.1 No fetter

The Licensee acknowledges that the Licensor is a local government established by the *Local Government Act 1995*, and in that capacity, the Licensor may need to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications. The Licensor shall not be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

17.2 Acts by agents

All acts and things which the Licensor is required to do under this Licence may be done by the Licensor, the CEO, an officer or the agent, solicitor, contractor, or employee of the Licensor.

17.3 Governing law

This Licence is governed by the law of the state of Western Australia.

17.4 Statutory powers

The powers conferred on the Licensor 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 Licence, in addition to the powers conferred on the Licensor in this Licence.

17.5 Severability

If any provision of this Licence is made void or unenforceable, the remaining provisions will not be affected.

17.6 Variation

Any variation to this Licence must be made in writing and signed by both parties.

17.7 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 Licence do not, to the fullest extent permitted by law, apply to limit the terms of this Licence.

17.8 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 Licence.

17.9 Waiver

- (1) A waiver by the Licensor will only be enforceable against the Licensor if the waiver is in writing and signed by the Licensor.
- (2) Mere delay by a party in exercising any right does not constitute a waiver of that right.
- (3) A waiver (either wholly or in part) by a party of a right does not operate as a subsequent waiver of the same right or of any other right of that party.
- (4) The Licensor's demand for or acceptance of the Licence Fee or any other sum payable under this Licence after a breach by the Licensee occurs does not constitute:

- (a) a waiver of that breach or any other breach by the Licensee;
- (b) a waiver of or otherwise prejudice any of the Licensor's other rights, powers or remedies in respect of that breach or any other breach by the Licensee;
- (c) an acceptance of the Licensee's repudiation of this Licence; or
- (d) an election by the Licensor to exercise or not exercise any right, power or remedy,

whether or not, at the time the demand was made or payment was accepted, the Licensor knew of the breach or had terminated this Licence or both.

- (5) Any custom or practice which has developed between the parties during the term does not waive or vary the Licensor's right to insist upon the Licensee's performance of its obligations under this Licence.

17.10 Interpretation

- (1) In this Licence, unless the context clearly indicates otherwise:
 - (a) a reference to this Licence or another document includes any document which varies, supplements, replaces, assigns, or novates this Licence or that other document;
 - (b) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under that legislation or legislative provision;
 - (c) a reference to an authority which ceases to exist is a reference to an authority that the parties agree to substitute for the named authority or, failing agreement, to an authority having substantially the same objects as the named authority;
 - (d) a reference to the Background, a clause, schedule, or annexure is a reference to the Background, a clause, schedule or annexure to or of this Licence;
 - (e) clause and item headings and the table of contents are inserted for convenience only and must not be used when interpreting this Licence;
 - (f) the Background, schedules (if any) and annexures (if any) form part of this Licence;
 - (g) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity;
 - (h) a reference to a natural person includes their personal representatives, successors and permitted assigns;
 - (i) a reference to a corporation includes its successors and permitted assigns;
 - (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Licence;
 - (k) an obligation on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) an obligation not to permit that act or thing to be done or omitted to be done by a Licensee's Agent; and
 - (ii) an obligation to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;

- (l) an obligation or warranty on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (m) a reference to a breach of warranty includes that warranty not being complete, true or accurate;
- (n) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (o) including and includes are not words of limitation;
- (p) a reference to a time is to that time in the state of Western Australia;
- (q) a word that is derived from a defined word has a corresponding meaning;
- (r) monetary amounts are expressed in Australian dollars;
- (s) the singular includes the plural and vice-versa;
- (t) words importing one gender include all other genders;
- (u) a reference to any one or more things includes each part and all parts of that thing or group of things;
- (v) neither this Licence nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting; and
- (w) if the date by which or the period in which anything must be done under this Licence ends on a day other than a business day, the date or period for doing that thing is extended until the following business day.

Schedule

Item 1 Land

Reserve 6613, Lot 401 On Deposited Plan 34252 being the whole of the land comprised in Crown Land Title Certificate of Title Volume LR3129 Folio 795.

Item 2 Licensed Premises

Anderson Pavilion constructed on the Land as shown generally on the sketch annexed hereto as **Annexure 1** and including the Licensor's Property installed or located therein.

Item 3 Agreed Hours

Those times set out in **Annexure 3**.

Item 4 Term

2 Winter Seasons commencing at the start of the 2024 Winter Season (being 1 February 2024) and expiring at the conclusion of the 2025 Winter Season (being 30 September 2025).

Item 5

Further Term

Nil.

Item 6

Commencement

Item 7

Further Term

Nil.

Item 8

Commencement Date

1 **March** 2024.

Item 9

Licence Fee

\$1 per annum plus GST for the Term, payable on demand.

Item 10

Permitted Purpose

10.1

Football clubhouse and uses reasonably ancillary thereto.

Public liability insurance

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

Additional terms and conditions

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Additional Kitchen Appliances

10.2 Ovals and playing fields

The Licensee acknowledges that this Licence is limited to the Licensed Premises, and if it requires use of the surrounding ovals and playing fields, it must book such ovals and playing fields in accordance with the Licensor's normal booking system.

10.3 Liquor licence

The Licensor agrees to provide consent to the issue of a liquor licence, licences or permits to the Licensee for the Licensed Premises on the following terms:

- (a) such licence or licence must be consistent with the Permitted Purpose (i.e., a club licence or similar); and
- (b) if a licence or permit is granted, the Licensee must:
 - (i) strictly comply with any requirements attaching to the licence or permit at its cost;
 - (ii) indemnify and keep indemnified the Lessor from and against any breach of the Liquor Control Act 1988, Liquor Control Regulations 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

10.4 Ovals lighting and marking fees

For clarity, the parties acknowledge and agree:

- (a) that the Licensee is responsible for the costs of line marking the playing fields/ovals for its use; and
- (b) following the installation of a separate sub-meter for the oval lighting, the Licensee must promptly reimburse the Licensor for half of the electricity costs associated with oval lighting.

10.5 Use by other entities

The Licensee acknowledges that other groups and persons may use the Licensed Premises outside of the Agreed Hours. For information purposes, the Licensee acknowledges that the table of proposed use of the Licensed Premises and surrounding ovals (where applicable), as at the commencement of this Licence, is annexed hereto as **Annexure 4**.

10.6 Memorabilia and Storage

The Licensor may consent in writing to the Licensee storing items (including memorabilia) at the Licensed Premises outside of Agreed Hours and the Term. If the Licensor agrees the Licensee acknowledges and agrees that the storing of such items will be at the sole risk of the Licensee and the Licensor may require other regular users of the Licensed Premises to consent to such use.

Signing page

EXECUTED by the parties as a deed on 2024

Executed on behalf of TOWN OF COTTESLOE)
under authority of the *Local Government Act 1995*)
pursuant to s9.49A(A):)

(Signed) (Position) (Print Full Name)

THE COMMON SEAL of **Cottesloe Amateur Football Club Inc** was hereunto affixed pursuant to the constitution of the Licensee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Licensee indicated under his or her name:

Office Holder Sign

Office Holder Sign

Name:

Name:

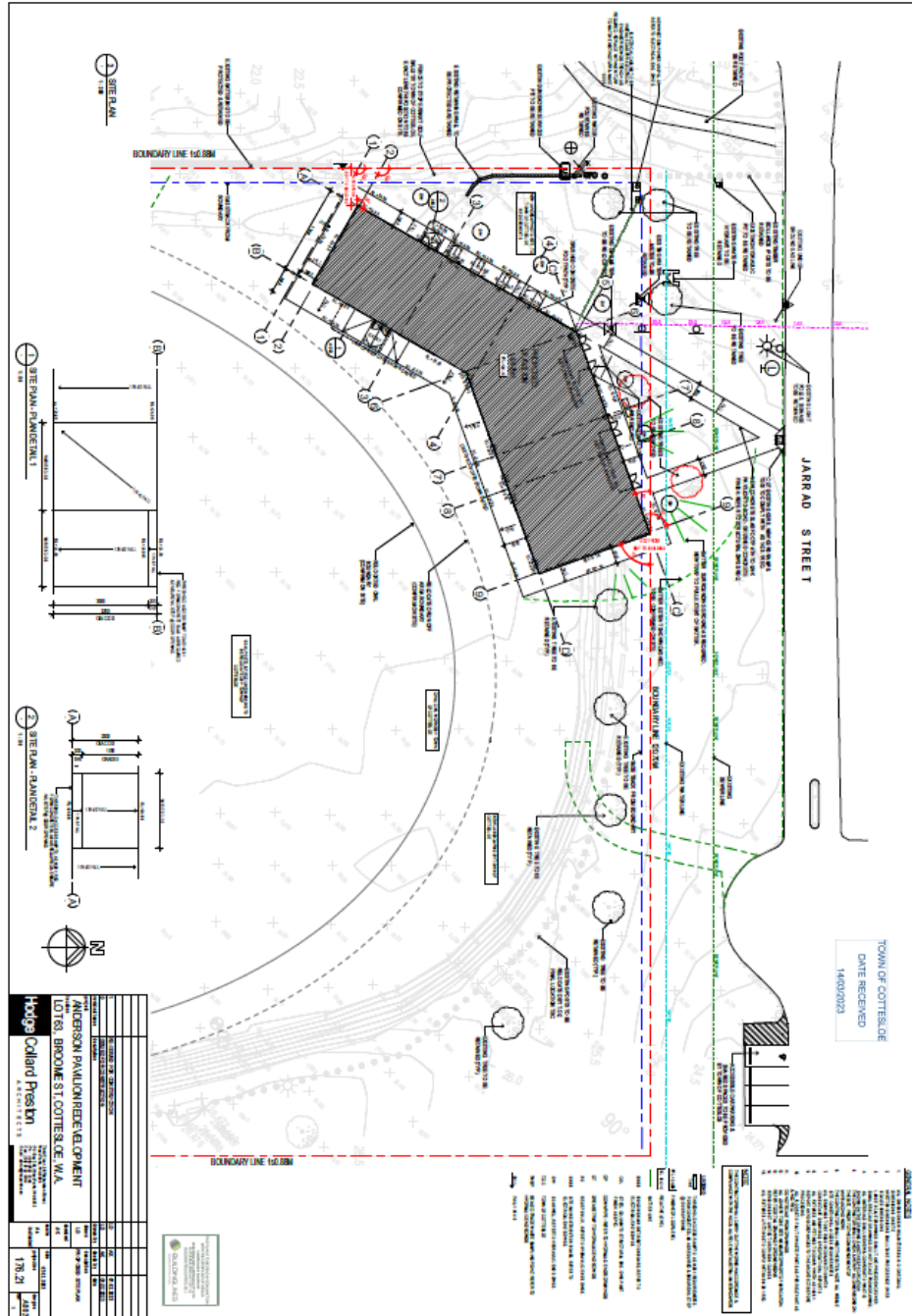
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Licensed Premises



Annexure 2 – Minister for Lands' consent

[Consent to be obtained, once terms have been agreed and prior to signing]

Annexure 3 – Agreed Hours

- Times for use are yet to be determined and are to be based on the normal training and playing days.

Annexure 4 – Schedule of Proposed Use

Annexure 5 – Licensor's property

Item	Description	Quantity
1	Samsung 599L Black Top Mount Fridge - SR625BLSTC Batch: 0097240392	1
2	LG 14PL Dishwasher Platinum Quadwash Batch: 0015240051	1
3	Samsung 55 QLED 4k Smart TV - QA55Q60CAWXXY	1
4	Heavy Duty Mobile TV Stand MT-100	1
5	Samsung 40L 1000w Microwave - ME6144ST Batch: 009192984	2
6	Pendant Stool By Innerspace 755mm H x 425mm W x 425mm D	18
7	Office Line I.Am Folding Table	6
8	Ergoline Furniture High Bar Table with Terrazo Top	6
9	Nardi Bit Chair (Black)	40

