

Council

POLICY REVIEW – RATING OF COUNCIL OWNED  
LAND – SPORTING AND COMMUNITY  
ORGANISATIONS

Policy with Amendments

Meeting Date: 14 July 2020

Number of Pages : 4

**SPORTING AND COMMUNITY ORGANISATIONS USING COUNCIL  
AND VESTED LAND - RATEABILITY**

DIVISION	BUSINESS UNIT	RESPONSIBILITY AREA
Corporate Services	Administration	Property Administration

**OBJECTIVE:**

To ensure that all organisations leasing property owned by or vested in the Council are treated equitably with regard to rating and other charges.

**POLICY:**

1. Any organisation leasing or renting land and/or facilities from the Council shall be rateable, unless provisions of the Local Government Act 1995 provide for them to be non-rateable.
2. The Shire will be responsible for paying the applicable Shire rates on properties leased to the following until the expiry of the respective leases:

Facility	Lessee
<del>Mount Barker Speedway</del>	<del>Mount Barker Speedway Club</del>
Narpanup Golf Course	Narpanup Golf Club
Mount Barker Communications Tower	Bevan Lang
<del>Kendenup Golf Course and Country Club</del>	<del>Kendenup Country Club</del>
<del>Mount Barker Historic Museum</del>	<del>Plantagenet Historical Society</del>
Mount Barker Railway Station	<del>Mount Barker Tourist Bureau Amazing South Coast Tourism Inc</del>
Arts Centre (Mitchell House)	Plantagenet Arts Council
<del>Kendenup Tennis Courts</del>	<del>Kendenup Tennis Club</del>
<del>Cattle Saleyards – Shed</del>	<del>Albany Cattle Association</del>
<del>Cattle Saleyards – Cattle Yards</del>	<del>M &amp; J Mitchell Pty Ltd</del>
<del>Lower Floor - Mount Barker Community Resource Centre (excl Library)</del>	<del>Mount Barker Community Resource Centre / Baptist Union of WA</del>
<del>Lot 150 Beverley Road Kendenup</del>	<del>Kendenup Community Grounds Committee Inc</del>

3. Following the expiry and renewal of the leases in Part 2 above, the leased properties will be categorised as follows:
  - a. Charitable Status – 100% Waiver  
Annual declaration required to exempt from rates due to charitable or public purpose status.

Facility	Lessee
Kendenup First Responders Building Hall	St John Ambulance
Mount Barker Child Care Centre	Wanslea Early Learning and Development Inc
Cattle Saleyards - Shed	Albany Cattle Association

b. State Government Service or Purpose – 100% Waiver

Annual declaration required to exempt from rates due to charitable or public purpose status.

Facility	Lessee
<del>Plantagenet District Hall—Lesser Hall</del>	<del>WA Country Health Service</del>

c. Service to the public on behalf of the Shire – 100% Waiver

Facility	Lessee
Mount Barker Historic Museum	Plantagenet Historical Society
Woogenellup Hall	Woogenellup Progress Association Inc
Porongurup Hall	Porongurup Community Association Inc

d. Other Service Organisation/Sporting Club

Organisations in this category are to be given either a 50% or 100% waiver on their rates to reflect that there is some level of community benefit provided. The decision is to be made by the Council when the respective leases are renewed.

The degree to which rates should be waived for each of these is considered on a case by case basis, but as a guide the following factors are to be considered:

- Benefits to the Shire as a whole of activities being provided;
- Number of active participants or people benefitting;
- Structure of organisation (ie: not for profit or other, membership fees payable, base of operations);
- Ability to recoup costs, such as commercial kitchen, bar or fee for service.
- Exclusion/inclusion of sections of the community.

Facility	Lessee	Waiver
Mount Barker Speedway	Mount Barker Speedway Club	<u>100%</u>
West Plantagenet Pony Club Grounds	West Plantagenet Pony Club	100%
Mount Barker Men's Shed	Plantagenet Men's Shed	100%
Narpanup Golf Course	Narpanup Golf Club	
Mount Barker Communications	Bevan Lang	
Kendenup Golf Course and Country Club	Kendenup Country Club	
Mount Barker Railway Station	<del>Mount Barker Tourist Bureau-Amazing South Coast Tourism Inc</del>	
Mount Barker Tennis Courts	Mount Barker Tennis Club	100%
Arts Centre (Mitchell House)	Plantagenet Arts Council	
Kendenup Tennis Courts	Kendenup Tennis Club	<u>100%</u>
<u>Lower Floor</u> - Mount Barker Community Resource Centre (excl Library)	Mount Barker Community Resource Centre / Baptist Union of WA	
Lot 150 Beverley Road Kendenup	Kendenup Community Grounds Committee Inc	<u>100%</u>
Sounness Park Clubrooms	Plantagenet Sporting Club	100%

Plantagenet District Hall	Plantagenet Players	100%
<u>Upper Floor – Mount Barker Community Resource Centre</u>	<u>Department of Training and Workforce Development – South Regional TAFE</u>	
<u>Frost Park Training Track</u>	<u>Mount Barker Turf Club Inc.</u>	<u>50%</u>
<u>Part Lot 250 Memorial Road Mount Barker (Former HACC Building)</u>	<u>Plantagenet News</u>	<u>100%</u>
<u>Part of Lot 250 Memorial Road, Mount Barker (Lesser Hall)</u>	<u>Empowering Plantagenet Seniors Inc</u>	<u>100%</u>
<u>Portion of Mount Barker Railway Station</u>	<u>Wilson Inlet Catchment Committee Inc</u>	<u>100%</u>
<u>Portion of Mount Barker Railway Station</u>	<u>Oyster Harbour Catchment Group</u>	<u>100%</u>

e. Commercial entities or persons running a profit making business – Lessee responsible for rates

Facility	Lessee
Cattle Saleyards - Cattle Yards	M & J Mitchell Pty Ltd
<u>Plantagenet Medical Centre</u>	<u>Prima Stella Pty Ltd trading as Pioneer Health</u>

4. Future leases with sporting and community groups or other persons/organisations will include provision for the lessee to be responsible for paying the applicable Shire rates, however a decision is to be made regarding any waiver applicable in accordance with Clause 3 of this policy.
5. All lessees are responsible for fees and charges otherwise applicable, such as rubbish collection charges and the Emergency Services Levy.
6. Lessees responsible for paying Shire rates are not eligible to apply for an annual donation, in lieu of the rates, as a part of the Shire's annual Financial Assistance Grants process.

**ADOPTED: 11 NOVEMBER 2008**

**LAST REVIEWED: 14 JUNE 2020**

Council

**GREAT SOUTHERN TREASURES –  
MEMORANDUM OF UNDERSTANDING**

Great Southern Treasures Scheme -  
Memorandum of Understanding  
Great Southern Treasures –  
Draft Regional Subsidiary Charter

Meeting Date: 14 July 2020

Number of Pages : 39



## **GREAT SOUTHERN TREASURES SCHEME**

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made the ... day of ..... 2020

#### **BETWEEN:**

**the SHIRE OF BROOMEHILL-TAMBELLUP**

**of 46-48 Norrish Street, TAMBELLUP, WA;**

**the SHIRE OF CRANBROOK of Gathorne Street, CRANBROOK, WA**

**the SHIRE OF GNOWANGERUP of 28 Yougenup Sreet, GNOWANGERUP, WA;**

**the SHIRE OF KATANNING of 52 Austral Terrace, KATANNING, WA;**

**the SHIRE OF KENT of 24-26 Richmond Street, NYABING, WA;**

**the SHIRE OF KOJONUP of Albany Highway, KOJONUP, WA;**

**the SHIRE OF PLANTAGENET of 22-24 Lowood Road, MOUNT BARKER, WA;**

**the SHIRE OF WOODANILLING of 3316 Robinson Road, WOODANILLING, WA.**

collectively known as the ('Member Councils')

#### **BACKGROUND**

- A. Each of the Member Councils are local government authorities established under the Local Government Act 1995.
- B. The Member Councils currently have an arrangement with each other with respect to the unincorporated body known as Great Southern Treasures.
- C. The Member Councils desire to formalise their agreement and understanding in relation to Great Southern Treasures and have agreed to enter into this Memorandum of Understanding in this regard. However, the Member Councils agree that this Memorandum shall not create any legal obligations and whilst recognising that there are no enforceable obligations between them the Member Councils agree to perform their obligations pursuant to this Memorandum in good faith and to the best of their abilities.
- D. The Member Councils agree that it would be desirable that Great Southern Treasures form a Regional Subsidiary and will work together to achieve this outcome.

**AND THE MEMBER COUNCILS AGREE:**

**1. Definitions & Interpretation**

**1.1 Definitions**

- 1.1.1 **'Act'** means the Local Government Act 1995;
- 1.1.2 **'Costs'** means all costs incurred by the Host Council including, but not limited to, the engagement of the Executive Officer (salary, training costs, sick leave, annual leave, long service leave and reimbursement of expenses), costs for time incurred by any other staff member or consultant, hardware, software licences, vehicle costs, communication costs, stationery, and any other resources associated with operating the Scheme;
- 1.1.3 **'Billing Period'** means the quarterly periods of each financial year when Tax invoices are issued by the Host Council;
- 1.1.4 **'Costs Schedule'** means the Cost Schedule attached to this Memorandum;
- 1.1.5 **'Host Council'** means the Member Council which, by resolution of that council agrees to be Host Council;
- 1.1.6 **'Committee'** means the group of representatives appointed by each of the Member Councils in accordance with Clause 4.1 of this Memorandum;
- 1.1.7 **'Scheme'** means the Great Southern Treasures scheme;
- 1.1.8 **'Memorandum'** means this Memorandum of Understanding;
- 1.1.9 **'Operating Guidelines'** means the guidelines (as amended from time to time) referred to in Clause 6 of this Memorandum;
- 1.1.10 **'Other Member Councils'** means the Member Councils that are not the Host Council.

**1.2 Interpretation**

- 1.2.1 The Background set out above forms part of this Memorandum and the Member Councils agree that the Background is true and accurate.
- 1.2.2 Unless the contrary intention appears:
- 1.2.2.1 Words noting the singular shall include the plural and vice versa.
- 1.2.2.2 Reference to any gender shall include every other gender and words denoting individuals shall include corporations and vice versa.

- 1.2.2.3 Reference to any Act of Parliament, statute or regulation shall include any amendment currently in force at the relevant time and any Act of Parliament, statute or regulation enacted or passed in substitution thereof.
- 1.2.2.4 Headings are for convenience of reference only and do not affect the interpretation or construction of this Memorandum.
- 1.2.2.5 A requirement in this Memorandum for liaison and consultation is a requirement for full and frank discussion and includes a requirement where necessary and appropriate, for full disclosure of relevant information and material.

## 2. **Term**

- 2.1 The term of this Memorandum shall be three (3) years commencing 1 July 2020 and expiring on the 30 June 2023, unless otherwise agreed or extended by the Member Councils in writing.
- 2.2 The term shall be reviewed by the Member Councils not more than twelve (12) months and not less than six (6) months prior to the expiration of the term subject to the term being reviewed prior to this period.

## 3. **Negotiate In Good Faith**

The Member Councils agree that they will cooperate with each other and at all times act in good faith and with the joint objective of successfully and expeditiously concluding and carrying out all of the arrangements and agreements contemplated in this Memorandum.

## 4. **The Member Councils' Obligations**

The Member Councils agree that each of them shall have the following obligations in respect of the **Great Southern Treasures Scheme**;

### 4.1 **Host Council**

On behalf of the Other Member Councils, the Host Council agrees;

#### 4.1.1 **Administration**

- 4.1.1.1 to administer the Scheme in accordance with this Memorandum and the Operating Guidelines; and
- 4.1.1.2 to be accountable to the Other Member Councils in a manner determined for the administration of the Scheme and the facilitation of the Scheme;

#### 4.1.2 **Membership of the Committee**

- 4.1.2.1 to appoint the Chief Executive Officer or delegated officer to the Committee;



- 4.1.2.2 to appoint a proxy for each of the representatives in Clause 4.1.2.1.
- 4.1.2.3 to delegate such powers to the representatives as are required and necessary to give effect to this Memorandum, the Operating Guidelines and the Scheme;
- 4.1.2.4 to delegate such powers to the Chief Executive Officer of the Host Council as are required and necessary to give effect to the preparation, amendment and implementation of the Operating Guidelines;

#### 4.1.3 **Finances**

- 4.1.3.1 to administer and account to the Other Member Councils in accordance with the method set out in the Cost Schedule for the Scheme Costs and the Administration Costs and to issue to the Other Member Councils on a quarterly basis a tax invoice specifying the amount of the Scheme Costs and Administration Costs that each of the Other Member Councils are responsible for during that Billing Period. An adjustment will be made in the following July invoice to reflect the actual expenditure for the previous year.
- 4.1.3.2 to prepare with the assistance from the Other Member Councils, in accordance with this Memorandum, the budgets for the Scheme; and
- 4.1.3.3 to meet all auditing requirements for all moneys received and paid for in relation to the Scheme;

#### 4.1.4 **Executive Officer**

- 4.1.4.1 to enter into, on behalf of the Other Member Councils, an employment or contractual arrangement with the Executive Officer on terms and conditions that the Host Council determines appropriate;
- 4.1.4.2 to instruct the Executive Officer in accordance with directions given to it by the Committee (if any);
- 4.1.4.3 to provide the Executive Officer with office facilities, office equipment and resources, (including but not limited to stationery, postage resources, and telephone facsimile and photocopying facilities) and any other administrative assistance or resources required to be provided to enable the Executive Officer to effectively carry out their duties;
- 4.1.4.4 to nominate a representative (which at the commencement of the Memorandum shall be the Chief Executive Officer) to;

(a) liaise with the Executive Officer in relation to the terms, conditions and operation of the Scheme; and

(b) supervise the conduct of and compliance of the Executive Officer;

4.1.4.5 not to terminate the Executive Officer without the approval of the Other Member Councils. For the purposes of this clause, 'approval' means the written approval of a majority of the Other Member Councils received after a request has been made by the Host Council to the Other Member Councils requesting their vote;

## 4.2 The Other Member Councils

The Other Member Councils agree;

### 4.2.1 Finance

to pay to the Host Council within fourteen (14) days of having received a tax invoice the amount specified in the tax invoice (GST inclusive) given during each Billing Period in accordance with Clause 4.1.3.1 for its share of the Scheme Costs and the Administration Costs.

### 4.2.2 Membership of the Committee

4.2.2.1 to appoint the Chief Executive Officer or delegated officer to the Committee;

4.2.2.2 to appoint a proxy for each of the representatives in Clause 4.2.2.1;

4.2.2.3 to delegate such powers to the representatives as are required and necessary to give effect to this Memorandum, the Operating Guidelines and the Scheme;

4.2.2.4 to delegate such powers to the Chief Executive Officer of the relevant Member Council as are required and necessary to give effect to the preparation, amendment and implementation of the Operating Guidelines.

#### 4.3 All Member Councils

The Member Councils agree:

##### 4.3.1 Reporting

To consider reports and recommendations from its respective representatives on the Committee in relation to the administration of the Scheme.

#### 5. Scheme Committee

- 5.1 The Member Councils agree to establish a Committee for the purposes specified below.
- 5.2 The Committee representatives shall meet at the times and places determined by the Committee (but in any case at least quarterly) for the purposes of:
  - 5.2.1 considering the strategic direction of the Scheme;
  - 5.2.2 considering any major policy issues in relation to the Scheme; and
  - 5.2.3 reviewing, discussing and preparing budgets for the Scheme.
- 5.3 Each Member Council representative on the Committee shall be responsible for exercising their delegated authority and for the reporting back to their respective Council upon the exercise of those powers.
- 5.4 In the event of a conflict arising between the representatives of the Committee or if the Committee is divided in its votes on a decision required to be made by it, then the Committee will be required to report to their respective Councils for their determination.
- 5.5 The Member Councils agree that their respective Chief Executive Officer shall have delegated to them the necessary powers to make such decisions on behalf of the respective Member Council with respect to the Scheme.
- 5.6 The Committee shall at its first meeting (and annually thereafter) appoint amongst the representatives a Chairperson who shall hold office for a term of one (1) year but is eligible for reappointment for a further term, unless he/she resigns in which case the Committee shall appoint a new Chairperson to chair the meetings.
- 5.7 In the event that the appointed Chairperson is absent from a Committee meeting the representatives present shall appoint an acting Chairperson, who shall preside over that meeting or until the Chairperson is present.

#### 6. Operational Guidelines

- 6.1 Upon execution of this Memorandum, the Chief Executive Officer or delegate of each of the Member Councils shall prepare and implement Operational

Guidelines which the Chief Executive Officers or delegates shall be capable of amending from time to time as the Chief Executive Officers or delegates see fit.

- 6.2 Notwithstanding the provisions of this Memorandum, the Member Councils agree that the Operational Guidelines shall be the principal document that facilitates the operational management of the Scheme.
- 6.3 The Member Councils shall delegate to their respective Chief Executive Officers such powers as are required and necessary to prepare and amend the Operational Guidelines and to manage the Scheme in accordance with the Operational Guidelines.
- 6.4 The Councils agree to negotiate and cooperate with each other at all times and to act in good faith in the operation of the Operational Guidelines and to comply with its terms.

## 7. Variation

The Member Councils agree that the terms and conditions of this Memorandum may be varied upon written agreement of the proposed variation by **all** the Member Councils.

## 8. Withdrawal

- 8.1 If a Member Council of the **Great Southern Treasures Scheme** wishes to no longer participate, that Council may upon giving twelve (12) months written notice (the 'Notice Period') to the other Member Councils withdraw from this Memorandum and the Scheme in which event that Council, as at and from the expiration of the Notice Period, shall no longer be a part of this Memorandum or the Scheme.
- 8.2 Notwithstanding withdrawing from the Scheme that Council shall still be liable for its contribution to all costs as per the Cost Schedule for the duration of the Notice Period.

## 9. Additional Members

- 9.1 If another council wishes to join the Scheme, subject to the unanimous agreement of the Member Councils, that council may join in this Memorandum and the Scheme, provided that the council agrees;
  - 9.1.1 to be bound by the terms and conditions of this Memorandum;
  - 9.1.2 to contribute a share of the initial Scheme Costs and Administration Costs, with the contribution and use thereof to be determined by the Member Councils.

## 10. No Partnership

This Memorandum does not create or evidence a partnership between the Member Councils.

## 11. Winding Up

- 11.1 Subject to the Member Councils extending or otherwise entering into a new agreement, at the expiration of this Memorandum, each of the participating Member Councils at that time shall be provided with the following:
- 11.1.1 a readable copy of all records (hard copy or otherwise), in an appropriate format, associated with the Scheme; and
  - 11.1.2 a share of the proceeds in accordance with the percentages specified in the Cost Schedule upon the realisation of any of the assets forming part of the Scheme (as opposed to those owned by the individual Councils) after the payment of all liabilities (outstanding or contingent) if any.
- 11.2 If upon winding up the liabilities (outstanding or contingent) exceed the assets forming part of the Scheme (as opposed to those owned by the individual Councils) each Member Council shall contribute a share towards the payment of the liabilities in accordance with the formula specified in the Cost Schedule.

## 12. Disputes Between Member Councils

- 12.1 The Member Councils agree to work together in good faith to resolve any matter requiring their direction or resolution.
- 12.2 In the event of any dispute or difference ('dispute') arising between the Member Councils or any of them at any time as to any matter or thing of whatsoever nature arising under or in connection with this Memorandum of Understanding, then a Member Council may give to the other Member Council/s (as the case may be) notice in writing ('dispute notice') adequately identifying the matters, the subject of the dispute and the giving of the dispute notice shall be a condition precedent to the commencement by any Member Council of proceedings (whether by way of litigation or arbitration) with regard to the dispute as identified in the dispute notice.
- 12.3 At the expiration of 35 days from the date of receipt of the dispute notice by the persons to whom it was sent, the person giving the dispute notice may notify the others in writing ('arbitration notice') that it requires the dispute to be referred to arbitration and the dispute (unless meanwhile settled) shall upon receipt of the arbitration notice by the recipients then be and is hereby referred to arbitration under and in accordance with the provisions of the Commercial Arbitration Act 1985.
- 12.4 The costs (if any) of arbitration shall be borne equally by the Member Councils involved in the arbitration.

**EXECUTED** as a Memorandum of Understanding

**THE COMMON SEAL** of SHIRE OF BROOMEHILL-TAMBELLUP )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
President

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

**THE COMMON SEAL** of SHIRE OF CRANBROOK )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
President

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

**THE COMMON SEAL** of SHIRE OF GNOWANGERUP )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
President

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



**THE COMMON SEAL** of SHIRE OF KATANNING )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
President

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

**THE COMMON SEAL** of SHIRE OF KENT )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
President

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

**THE COMMON SEAL** of SHIRE OF KOJONUP )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
President

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

**THE COMMON SEAL** of SHIRE OF PLANTAGENET )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
President

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

**THE COMMON SEAL** of SHIRE OF WOODANILLING )  
was hereunto affixed in the presence of: )

\_\_\_\_\_  
President

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

**COST SCHEDULE**

Scheme Costs will be distributed on the following percentage basis:

<b>Local Government</b>	<b>Percentage of Scheme Costs</b>
Shire of Broomehill-Tambellup	12.5
Shire of Cranbrook	12.5
Shire of Gnowangerup	12.5
Shire of Katanning	12.5
Shire of Kent	12.5
Shire of Kojonup	12.5
Shire of Plantagenet	12.5
Shire of Woodanilling	12.5

**SERVICES SCHEDULE**

The following Services will be provided by the Scheme:

**Draft**

**Regional**

**Subsidiary**

**Charter**

# Contents

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## **1. Introduction**

- 1.1 Name
- 1.2 Interpretations and Definitions
- 1.3 Establishment
- 1.4 Local Government Act 1995
- 1.5 Purpose for which the subsidiary is established
- 1.6 Powers, Functions and Duties
- 1.7 Delegation by Subsidiary

## **2. Structure**

### **3. Board of Management**

- 3.1 Membership of the Board
- 3.2 Membership – Subject Matter Expert
- 3.3 Functions of the Board
- 3.4 Propriety of Members of the Board
- 3.5 Chairperson of the Board
- 3.6 Powers of the Chairperson and Deputy Chairperson
- 3.7 Meetings of the Board
- 3.8 Board Meeting Procedures
- 3.9 Annual General Meeting
- 3.10 Fees, Allowances and Reimbursements

## **4. Executive Officer**

### **5. Financial Management**

- 5.1 Local Government (Financial Management) Regulations 1996
- 5.2 Financial Management
- 5.3 Levies
- 5.4 Borrowing Money
- 5.5 Audit
- 5.6 Business Plans
- 5.7 Annual Program and Budget
- 5.8 Reporting
- 5.9 Procurement of Goods and Services

### **6. Miscellaneous**

- 6.1 New Members
- 6.2 Subscription
- 6.3 Disqualification
- 6.4 Withdrawal
- 6.5 Insurance and Superannuation Requirements
- 6.6 Winding Up
- 6.7 Direction by Participant Councils
- 6.8 Review and Alteration of Charter
- 6.9 Disputes between Participant Councils
- 6.10 Committees
- 6.11 Common Seal
- 6.12 Circumstances Not Provided For



## 1. INTRODUCTION

### 1.1 Name

The name of the subsidiary is the Great Southern Treasures Regional Subsidiary.

### 1.2 Interpretation and Definitions

*'Absolute majority'* has a meaning given to it in Section 1.4 of the Local Government Act 1995;

*'Act'* means the *Local Government Act 1995*;

*'authorised institution'* has a meaning given to it in Regulation 19C(1) of the Local Government (*Financial Management*) Regulations 1996;

*'Board'* means the Board of Management of the Subsidiary established under Clause 3;

*'Board Member'* means a person who has been appointed to the Board by a Participant Council in accordance with Clause 3.1, or as appointed in accordance with Clause 3.2;

*'Participant Council'* means those Councils named in Clause 1.3;

*'Elected Member'* means an elector Mayor or President, or Councillor of a Council who has been elected pursuant to the Local Government Act 1995;

*'Financial Year'* means a year beginning on 1 July in each year and ending on 30 June of the following year;

*'Levy'* means a charge imposed by the Subsidiary on the Participant Councils in accordance with Clause 5.2;

*'Minister'* means the Minister of the Crown to whom the administration of the Act is for the time being committed by the Governor and includes a Minister of the Crown for the time being acting for or on behalf of the Minister;

*'regional subsidiary'* has a meaning given to it in Section 1.4 of the Local Government Act 1995;

*'Regulations'* means the *Local Government (Regional Subsidiary) Regulations 2017*;

*'subscription'* means those moneys the Participant Councils are liable to contribute to the Subsidiary in accordance with Clause 6.2;

*'Subsidiary'* means the Great Southern Treasures Regional Subsidiary.

### 1.3 Establishment

This is a regional subsidiary established pursuant to Section 3.69 of the Act by the following Participant Councils:

Shire of Broomehill-Tambellup  
Shire of Cranbrook  
Shire of Gnowangerup  
Shire of Katanning  
Shire of Kent  
Shire of Kojonup  
Shire of Plantagenet  
Shire of Woodanilling.

### 1.4 Local Government Act 1995

This Charter must be read in conjunction with Part 3, Division 4 of the Act and the *Local Government (Regional Subsidiaries) Regulations 2017*.

### 1.5 Purpose for which the subsidiary is established

- Jointly promote tourism product, experiences and activities for all participating Shires and their communities.
- Seek to leverage Shire funding to draw additional funds for events, tourism marketing and regional promotion.
- Disseminate information on relevant tourism and marketing opportunities to Shires.
- Market all Shires of the Great Southern Treasures with equity and respect.
- Develop community partnerships with local, regional, state and national organisations that will enhance and assist the development of tourism in the Great Southern Treasures region.

The Subsidiary is established to –

- 1.5.1 assess the possibilities and methodology of facilitating, and to identify funding and revenue opportunities for, a range of services and projects on a regional basis;
- 1.5.2 undertake co-ordinating, advocacy and representational roles on behalf of its Participant Councils at a regional level;
- 1.5.3 facilitate and coordinate activities of local government at a regional level related to social, environmental and community development with the object of achieving improvement for the benefit of the communities of its Participant Councils;
- 1.5.4 develop, encourage, promote, foster and maintain consultation and cooperation and to strengthen the representation and status of local government when dealing with other governments, private enterprise and the community;

- 1.5.5 undertake projects and activities that benefit its region and its communities;
- 1.5.6 implement programs that seek to deliver local government services on a regional basis.

## **1.6 Powers, Functions and Duties**

The powers, functions and duties of the Subsidiary are to be exercised in the performance and furtherance of the Subsidiary's purposes. The Subsidiary shall have those powers, functions and duties assigned to it under this Charter by the Participant Councils from time to time that include but are not limited to:

- 1.6.1 becoming a member of or co-operating with any other association or organisation whether or outside the area of the Participant Councils which are similar objects and purposes to the Subsidiary;
- 1.6.2 entering into contracts or arrangements with any Government agency or authority which are incidental or conducive to the attainment of the objects and exercise of the powers of the Subsidiary ;
- 1.6.3 appointing, employing, remunerating, removing or suspending officers, managers, employees and agents of the Subsidiary;
- 1.6.4 entering into contracts for the acquisition of goods and services;
- 1.6.5 raising revenue through subscriptions and fees from Participant Councils by arrangements with sponsor organisations, by arrangement or contract with any other organisation or person and by any other means not inconsistent with the purposes of the Subsidiary ;
- 1.6.6 printing and publishing any newspapers, periodicals, books, leaflets, or other like writing;
- 1.6.7 establishing such committees as it deems necessary and to define the terms of reference of such committees which may include to steer projects or to pursue geographic or functional interests of the Subsidiary, the Participant Councils or specific groups of the Participant Councils;
- 1.6.8 subject to Clause 1.7 and the Act delegating any of the Subsidiary powers and functions to the Executive Officer or any Committee established by the Subsidiary, and changing or revoking such delegations;
- 1.6.9 appointing any elected member, officer or employee of a Participant Council or any other person to be a member of any duly appointed committee;

- 1.6.10 subject to Clause 5.9 acquiring goods and services relevant to the purpose for which the Subsidiary is established;
- 1.6.11 opening and operating bank accounts;
- 1.6.12 establishing reserve accounts for future purposes;
- 1.6.13 investing any of the funds of the Subsidiary in accordance with Regulation 19C of the *Local Government (Financial Management) Regulations 1996*;
- 1.6.14 giving security for the discharge of the liabilities of the Subsidiary;
- 1.6.15 doing all other things that are necessary or incidental or conducive to the attainment of the objects and purposes, the furtherance of the interests and the exercise, performance or discharge of the powers of the Subsidiary.

### **1.7 Delegation by Subsidiary**

The Subsidiary may by resolution of the Board of Management delegate any of its powers, functions and duties under this Charter to the Executive Officer but may not delegate:

- 1.7.1 the power to impose charges including the power to impose a fee as set out in Part 5 or subscriptions set out in Clause 6.2;
- 1.7.2 the power to approve expenditure of money on the works, services or operations of the Subsidiary not set out or included in a budget approved by the Subsidiary or where required by this Charter approved by the Participant Councils.

## **2. STRUCTURE**

The Subsidiary is a body corporate with perpetual succession and a common seal and is governed by its Charter.

## **3. BOARD OF MANAGEMENT**

The Board is responsible for managing all activities of the Subsidiary and ensuring that the Subsidiary acts in accordance with this Charter.

### **3.1 Membership of the Board**

- 3.1.1 Each Participant Council is entitled to appoint either one elected member or one staff member to be a Board Member and may at any time revoke such appointment and appoint another elected member on behalf of that Participant Council.
- 3.1.2 Subject to Clause 3.1.8 a Board Member, if an elected member, shall be appointed for a term specified in their instrument of appointment not exceeding the term that the Board Member continues as an elected member of the Participant Council or until

the conclusion of the next periodic Local Government Election following their appointment, whichever term is lesser, at which time they will be eligible for re-appointment by the Participant Council.

- 3.1.3 Subject to Clause 3.1.8 a Board Member, if a staff member shall be appointed for a term specified in their instrument of appointment not exceeding the term that the Board Member continues as a staff member of the Participant Council or until the conclusion of the next periodic Local Government Election following their appointment, whichever term is lesser, at which time they will be eligible for re-appointment by the Participant Council.
- 3.1.4 Each Participant Council is to appoint a sufficient number of member(s) of the Participant Council to act as a Deputy Board Member in place of that Participant Council's Board Member if the Board Member will be unable to be present at a meeting of the Board. The Participant Council may revoke the appointment of a Deputy and appoint another elected member as Deputy at any time.
- 3.1.5 In the absence of a Board Member, a Deputy Board Member has all the rights and responsibilities of the Board Member.
- 3.1.6 Each Participant Council must give notice in writing to the Subsidiary of the elected members it has appointed as a Board Member and Deputy Board Members and of any revocation of any of those appointments.
- 3.1.7 A Subsidiary is to permit any elected member or employee of a Participant Council to attend meetings of the Board in the capacity of an observer.
- 3.1.8 The provisions regarding terminating the appointment of an Elected Member as prescribed in the Act apply to all Board Members. In addition to those provisions, the appointment of a Board Member shall terminate:
  - a) upon the Council who appointed him/her ceasing to be a Participant Council; or
  - b) if the Board member ceases to be an elected member or staff member of the Participant Council which appointed him/her;
  - c) upon the happening of any other event through which the Board Member would become ineligible to remain as a Board Member;
  - d) upon their term expiring in accordance with either Clause 3.1.2 or 3.1.3.
- 3.1.9 The Board may by an absolute majority decision of the Board Members make a recommendation to the relevant Participant

Council requesting that the Participant Council terminate the appointment of a Board Member in the event of:

- a) any behaviour of the Board Member which in the opinion of the Board amounts to impropriety;
- b) serious neglect of duty in attending to the responsibilities of a Board Member;
- c) breach of fiduciary duty to the Subsidiary or the Participant Council;
- d) breach of the duty of confidentiality to the Subsidiary or the Participant Council;
- e) breach of the conflict of interest provisions of the Act; or
- f) any other behaviour that may, in the opinion of the Board, discredit the Subsidiary or the Participant Council.

### **3.2 Membership – Subject Matter Expert**

- 3.2.1 The Board may consist of or include up to **two (2)** persons ('subject matter expert') not being elected members or employees appointed to the Board, by mutual consent of the Participant Councils. In this context, 'subject matter expert' means a person is to have the abilities and attributes to provide expertise, skills and experience relevant to the purpose of the Subsidiary.
- 3.2.2 The Board is to determine the selection and appointment process for subject matter expert positions.

### **3.3 Functions of the Board**

- 3.3.1 The formulation of plans, financial management and broad strategies aimed at delivering the Purpose of the Subsidiary as set out in Clause 1.5.
- 3.3.2 To provide input and policy direction to the Subsidiary.
- 3.3.3 Appointing, monitoring, overseeing and evaluating the performance of the Executive Officer of the Subsidiary.
- 3.3.4 Ensuring activities relevant to the Purpose are efficiently and effectively undertaken by the Subsidiary.
- 3.3.5 Ensuring that the activities of the Subsidiary are undertaken in an open, accountable and cost-effective manner.
- 3.3.6 Represent the interests of the Participant Councils in performing their roles and responsibilities.
- 3.3.7 Participate in the decision-making process of the Subsidiary.



### **3.4 Propriety of Members of the Board**

3.4.1 The provisions regarding conflict of interest prescribed in the Act apply to all Board Members in the same manner as if they were elected members of a Council.

3.4.2 Board Members must at all times act in accordance with their duties of confidence and confidentiality and individual fiduciary duties including honesty and the exercise of reasonable care and diligence with respect to the performance and discharge of official functions and duties.

### **3.5 Chairperson of the Board**

- 3.5.1 A Chairperson and Deputy Chairperson shall be elected at the Annual General Meeting by the Board from the Board Members.
- 3.5.2 Where there is more than one nomination for the position of Chairperson or Deputy Chairperson, the election shall be decided by ballot, in accordance with the provisions of Schedule 2.3 of the Act.
- 3.5.3 Subject to legislation and any other provision in this Charter to the contrary, the Chairperson and Deputy Chairperson shall hold office from the Annual General Meeting at which they were elected until the next Annual General Meeting unless he/she resigns or is no longer eligible to act as a Board Member.
- 3.5.4 If the Chairperson should cease to be a Board member, the Deputy Chairperson shall as Chairperson until the election of a new Chairperson at the next Annual General Meeting.

### **3.6 Powers of the Chairperson and Deputy Chairperson**

- 3.6.1 The Chairperson shall preside at all meetings of the Board and, in the event of the Chairperson being absent from a meeting, the Deputy Chairperson shall preside.
- 3.6.2 In the event of both the Chairperson and Deputy Chairperson being absent from a meeting, the Board shall appoint a member from amongst themselves, who shall preside for that meeting or until the Chairperson or Deputy Chairperson is present;
- 3.6.3 The Chairperson shall have a deliberate vote and, in the event of an equality of votes on any matter not requiring an absolute majority, shall have a casting vote;
- 3.6.4 The Chairperson speaks on behalf of the Subsidiary;
- 3.6.5 The Chairperson is to liaise with the Executive Officer.

### **3.7 Meetings of the Board**

- 3.7.1 The Board may determine procedures, in addition to but not inconsistent with those specified in this Charter, to apply at or in relation to its meetings.
- 3.7.2 Ordinary meetings of the Board must take place at such times and places as may be fixed by the Board or the Executive Officer of the Subsidiary from time to time, and in any event not less than four (4) times per financial year.

- 3.7.3 An ordinary meeting of the Board will constitute an ordinary meeting of the Subsidiary. The Board shall administer the business of the ordinary meeting.
- 3.7.4 'For the purposes of this sub-clause, the contemporary linking together by telephone, audio-visual or other instantaneous means ('telecommunications meeting') of the Board Members, provided that at least a quorum is present, is deemed to constitute a meeting of the Board. Each of the Board Members taking part in the telecommunications meeting, must at all times during the telecommunications meeting be able to hear and be heard by each of the other Board Members present. At the commencement of the meeting, each Board Member must announce his/her presence to all other Board Members taking part in the meeting. A Board member must not leave a telecommunications meeting by disconnecting his/her telephone, audio-visual or other communication equipment, unless that Board Member has previously notified the Chairperson of the meeting.
- 3.7.5 Notice of ordinary meetings of the Board (including the Annual General Meeting) must be given by the Chief Executive Officer of the Participant Councils at least four (4) weeks prior to the holding of the meeting either by post to the Participant Council's address or by post to any other location, or via any other means of giving notice (e.g. facsimile or email) as nominated by the Board Member in writing addressed to the Executive Officer of the Subsidiary.
- 3.7.6 Any one of the Participant Councils may by delivering a written request to the Executive Officer of the Subsidiary require a special meeting of the Board to be held. On receipt of the request, the Executive Officer shall send a notice of the special meeting to all Board Members and Chief Executive Officers of the Participant Councils at least seven (7) days prior to the date of the special meeting in the manner provided for in Clause 3.6.5. Such notice shall specify the date, time and place of the special meeting and be signed by the Executive Officer of the Subsidiary, and contain, or be accompanied by, the agenda for the meeting.
- 3.7.7 The request by any Participant Council to the Executive Officer of the Subsidiary requiring a special meeting to be held must be accompanied by the proposed agenda for the meeting and any written reports intended to be considered at the meeting (and if the proposed agenda is not provided the request is of no effect).
- 3.7.8 The Chairperson may convene a special meeting of the Board at the Chairperson's discretion without complying with the notice requirements prescribed by Clause 3.6.5 provided always that there is a minimum one (1) hour notice given to Board Members.
- 3.7.9 The Chairperson shall convene other meetings of the Board as the Board may direct.

3.7.10 A quorum will be constituted in accordance with subclause (a) and subclause (b):

- a) The prescribed number of Board Members will constitute a quorum at a meeting and no business will be transacted at a meeting unless a quorum is present;
- b) The quorum for a meeting of the Board is at least 50% of the number of offices (whether vacant or not) of Members of the Board.

3.7.11 Voting shall be in accordance with subclauses (a) to (e):

- a) Each Board Member including the Chairperson, shall be entitled to make a deliberative vote and is to be conducted so that no voter's vote is secret. The Chairperson is to have a casting vote in the event of an equality of votes, except where an absolute majority decision is required;
- b) Questions arising for decision at ordinary meetings of the Board will be decided by a simple majority of votes on the basis of one (1) vote per Board Member present at the meeting, providing the number of 'for' votes is not less than the absolute majority of Participant Councils;
- c) A recommendation to Participant Councils to wind up the Subsidiary requires the votes of the Board Members of an absolute majority of the Participant Councils;
- d) Subject to conflicts of interest, each Board Member present at a meeting and entitled to a vote in accordance with Clause 3.7.11(a) must vote on a question arising for decision at the meeting. Failure by any Board Member to vote other than in conflict of interest situations will be deemed to be a negative vote in relation to the question for decision;
- e) Any decision on a significant change to the Subsidiary Charter requires the votes of the Board Members of an absolute majority of the Participant Councils.

### **3.8 Board Meeting Procedures**

3.8.1 A majority of the Board Members present at a meeting of the Board may adjourn the meeting.

3.8.2 Meetings of the Board must be conducted in a place open to the public.

- 3.8.3 All Board Members must at all times keep confidential all documents and any information provided to them on a confidential basis for their consideration prior to a meeting of the Board.
- 3.8.4 The Board may by absolute majority resolution adopt, alter or rescind meeting procedure rule for the proper management and regulation of the Subsidiary's meetings.
- 3.8.5 The Board may in accordance with its meeting rules require non-Board members present at a meeting (Participant Council observers, employees, members of the public) to be excluded from attendance at any meeting when a confidential matter is under discussion.
- 3.8.6 Where the Board has considered any information or a matter in confidence under Clause 3.7.16 it may subsequently resolve to keep minutes and/or any other documents considered during that part of the meeting confidential.
- 3.8.7 Where an order to close a meeting to the public is made under Clause 3.7.16, the minutes are to record the making of the order and the grounds on which it was made.
- 3.8.8 The Executive Officer must cause minutes to be kept of the proceedings at every meeting of the Board and present the minutes at the next meeting of the Board for confirmation and adoption.
- 3.8.9 Where the Executive Officer is excluded from attendance at a meeting of the Board pursuant to Clause 3.8.5, the person presiding at the meeting shall cause the minutes to be kept.
- 3.8.10 A person is entitled to inspect, without payment of a fee:
- a) minutes of a Board meeting;
  - b) reports to the Board received at a meeting of the Board;
  - c) recommendations presented to the Board in writing and adopted by resolution of the Board.
- 3.8.11 A person is entitled, on payment to the Board of a fee fixed by the Board, to obtain a copy of any documents available for inspection.
- 3.8.12 Clauses 3.8.10 and 3.8.11 do not apply in relation to a document or part of a document if:
- a) The document or part of the document relates to a matter of a kind referred to in Clause 3.8.5; and

- b) The Board orders that the document or part of the document be kept confidential (provided that in so ordering the Board must specify the duration of the order or the circumstances in which it will cease to apply or a period after which it must be reviewed).

### **3.9 Annual General Meeting**

The Annual General Meeting will:

- a) be held on a day selected by the Subsidiary but not more than 60 days after the Subsidiary accepts the annual report for the previous financial year;
- b) receive the Subsidiary's Annual Report which may incorporate reports from committees and any representatives reports from other organisations;
- c) receive the audited financial statement for the preceding financial year;
- d) acknowledge the appointment of Board Members;
- e) elect the:
  - i. Chairperson; and
  - ii. Deputy Chairperson.
- f) Where necessary, appoint representatives to other organisations;
- g) consider any other business raised at the general meeting.

### **3.10 Fees, Allowances and Reimbursements**

Meeting attendance fees or annual allowances; expenses and reimbursements for Board Members are to be determined annually by the Subsidiary.



#### **4. EXECUTIVE OFFICER**

- 4.1 The Board shall appoint an Executive Officer to manage the business of the Subsidiary on terms agreed between the Executive Officer and the Board.
- 4.2 The Executive Officer is responsible to the Board for the execution of decisions taken by the Board and for the efficient and effective management of the affairs of the Subsidiary.
- 4.3 The Executive Officer shall cause records to be kept of all activities and financial affairs of the Subsidiary in accordance with this Charter, in addition to other duties provided for by this Charter and those specified in the terms and conditions of appointment.
- 4.4 The Board may delegate responsibility for the day-to-day management of the Subsidiary to the Executive Officer, who will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Subsidiary.
- 4.5 The functions of the Executive Officer shall be specified in the terms and conditions of appointment and shall include but are not limited to:
  - 4.5.1 attendance at all meetings of the Board;
  - 4.5.2 ensuring that the decisions of the Board are implemented in a timely and efficient manner;
  - 4.5.3 providing information to assist the Board to assess the Subsidiary's performance against its Strategic Management and Business Plans;
  - 4.5.4 the employment, management, supervision, direction and dismissal of employees of the Subsidiary;
  - 4.5.5 determining the conditions of employment of employees of the Subsidiary , within budgetary constraints set by the Board;
  - 4.5.6 providing advice and reports to the Board on the exercise and performance of its powers and functions under this Charter or any Act;
  - 4.5.7 ensuring that the Subsidiary is at all times complying with this Charter, the Act or Regulations;
  - 4.5.8 co-ordinating and initiating proposals for the consideration of the Board including but not limited to continuing improvement of the operations of the Subsidiary;
  - 4.5.9 ensuring that the assets and resources of the Subsidiary are properly managed and maintained;
  - 4.5.10 ensuring that records required under the Act or any other legislation are properly kept and maintained;

- 4.5.11 ensuring that the Subsidiary's Annual Report is distributed to the Participant Councils in time to be incorporated in their Annual Reports;
  - 4.5.12 exercising, performing or discharging other powers, functions, delegations or duties conferred on the Executive Officer by or under the Act or any other Act, and performing other functions lawfully directed by the Board; and
  - 4.5.13 achieving financial outcomes in accordance with adopted plans and budgets of the Subsidiary .
- 4.6 The Executive Officer may delegate or sub-delegate the exercise of any of the Executive Officer's functions to:
- a) an employee of the Subsidiary ;
  - b) an employee of a Participant Council, as agreed to by the Chief Executive Officer of a Participant Council; or
  - c) a person for the time being occupying a particular office or position.
- 4.7 Where a power or function is delegated to an employee, or a person occupying a particular office or position, that employee or person is responsible to the Executive Officer for the efficient and effective exercise or performance of that power or function.
- 4.8 A written record of all delegations and sub-delegations must be kept by the Executive Officer at all times.
- 4.9 The Executive Officer is to liaise with the Chairperson.

## 5. FINANCIAL MANAGEMENT

Clause 5 is to be read in conjunction with Regulation 19(1) of the *Local Government (Regional Subsidiaries) Regulations 2017* and Appendix 1 of this Charter.

### 5.1 Local Government (Financial Management) Regulations 1996

The following provisions of the *Local Government (Financial Management) Regulations 1996* shall apply in relation to the Regional Subsidiary:

r. 5A to 6	r. 11
r. 14 to 17A	r. 19
r. 22	r. 25 to 33A
r. 36	r. 41 and 42
r. 44	r. 48 and 49
r. 51	

NOTE: Regulation 9(g) of the *Local Government (Regional Subsidiaries) Regulations 2017* includes the following requirement in relation to financial management provisions that are to be included in a Charter:

*'in relation to the financial management of the regional subsidiary — details of any of the listed provisions (as defined in regulation 19(1) and applied by that sub regulation to a regional subsidiary subject to its charter) that do not apply to the regional subsidiary, and the reasons why they do not apply;'*

Consequently, a Charter is to explain the reason why any of the provisions from Regulation 19(1), as listed in Clause 5.1, are not to apply to the Regional Subsidiary.

### 5.2 Financial Management

- 5.2.1 The Subsidiary shall keep proper books of accounts and reconsider its budget in accordance with the requirements of the *Local Government (Financial Management) Regulations 1996*.
- 5.2.2 The Subsidiary's accounts and records must be available for inspection by any Board Member or authorised representative of any Participant Council at any reasonable time on request.
- 5.2.3 The Subsidiary must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board.

- 5.2.4 The Subsidiary shall appoint no less than two Board Members, the Executive Officer, the Chairperson and the Deputy Chairperson as authorised operators of the Bank accounts. A minimum of two authorised operators must be required to deal with the bank account at any one time.
- 5.2.5 Any payments made by cheque, credit card or Electronic Funds Transfer must be made in accordance with procedures and by a person or persons authorised and approved by resolution of the Board
- 5.2.6 The Executive Officer must act prudently in the handling of all financial transactions for the Subsidiary and must provide quarterly financial and corporate reports to the Board and if requested, the Participant Councils.

### **5.3 Levies**

- 5.3.1 The Subsidiary may levy Participant Councils or any one of them for a specified activity or activities.
- 5.3.2 A levy must be imposed by the Board at an ordinary meeting or an Annual General Meeting.
- 5.3.3 The Executive Officer must give notice to Participant Councils of the purposes of a levy at least four (4) weeks prior to an ordinary meeting of the Board. For the purposes of Clause 5.5 the notice shall be given at least eight (8) weeks prior to an Annual General Meeting.
- 5.3.4 In the event that a Participant Council does not wish to participate in an activity or activities, that Council may elect to be excluded from that activity or activities.
- 5.3.5 The Executive Officer must give notice of the levy to all affected Participant Councils.
- 5.3.6 A levy will not be binding on Participant Councils until the expiration of one calendar month from the date of the notice.
- 5.3.7 A Participant Council that objects in writing to the imposition of the levy within one month of the date of the notice shall be exempt from payment of the levy until its objection is considered at a general meeting of the Board.
- 5.3.8 A general meeting must, after consideration of the objection of a Participant Council to a levy, confirm or vary the levy on that Council or exempt that Participant Council from payment of the levy.
- 5.3.9 The Chairperson may convene a special general meeting to consider an objection to a levy.

## 5.4 Borrowing Money

Clause 5.4 is to be read in conjunction with Regulation 11 of the Local Government (Regional Subsidiaries) Regulations 2017 in relation to the borrowing money.

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The Subsidiary intends to borrow money then the Subsidiary must make a proposal in writing to all Participant Councils outlining the amount of money proposed to be borrowed, the terms and conditions of the loan amount and the purpose to which the money will be put.

- 5.4.2 The Participant Councils will vote independently on the proposal.
- 5.4.3 To authorise the borrowing of money by the Subsidiary, there must be an absolute majority of the Participant Councils in favour of the borrowing.

## 5.5 Audit

- 5.5.1 The Board shall appoint an external Auditor in accordance with the *Local Government (Financial Management) Regulations 1996*.
- 5.5.2 The external Auditor shall hold office in accordance with, and for the term set out in, the general contract of service entered into with the Board.
- 5.5.3 The external Auditor will have the same powers and responsibilities as set out in the Act in relation to a Council.
- 5.5.4 The audit of financial statements of the Subsidiary, together with the accompanying report from the external Auditor, shall be submitted to both the Board and the Participant Councils.
- 5.5.5 The accounts and financial statements shall be audited at least once a year.
- 5.5.6 The Subsidiary is not required to establish an audit committee.

## 5.6 Business Plans

### 5.7

Clause 5.6 is to be read in conjunction with Regulation 4(3) of the *Local Government (Regional Subsidiaries) Regulations 2017* in relation to business plans.

The Subsidiary shall prepare a Business Plan linking the core activities of Subsidiary to strategic, operational and organisational requirements with supporting financial projections setting out the estimates of revenue and expenditure as necessary for the period.

## **5.7 Annual Program and Budget**

- 5.7.1 A proposed annual program and budget detailing the estimated revenues, costs and levies for the ensuing financial year shall be submitted by the Executive Officer to the Board by 30 June in each financial year.
- 5.7.2 The proposed annual program and the budget detailing the estimated revenues, costs and levies may be altered by the Board and shall be adopted by the Board subject to such alterations as the Board agrees upon after 31 May for the ensuing financial year and before 31 August for the current financial year.
- 5.7.3 The proposed annual program and the budget must be referred to the Participant Councils at least eight (8) weeks prior to the date of the meeting at which the budget is to be adopted.
- 5.7.4 A Participant Council may comment on the annual program and the budget in writing to the Executive Officer at least seven (7) business days before the meeting at which the budget is to be adopted or through its Board Members at that meeting.
- 5.7.5 The Board must provide a copy of the adopted budget to the Chief Executive Officers at each Participant Council within five (5) business days after the budget is adopted.
- 5.7.6 The Board will reconsider the budget at least once during the financial year.

## **5.8 Reporting**

- 5.8.1 The Subsidiary must submit to the Participant Councils, at least once in each operating year and prior to 31 August of the subsequent financial year, a report on the work and operations of the Subsidiary detailing achievement of the aims and objectives of its Annual Business Plan and incorporating the audited Financial Statements of the Subsidiary and any other information or report as required by the Participant Councils.
- 5.8.2 The Board shall present a balance sheet and full financial reports to the Participant Councils at the end of each operating year in accordance with the *Local Government (Financial Management) Regulations 1996*.

## **5.9 Procurement of Goods and Services**

Regulation 15 of the *Local Government (Regional Subsidiaries) Regulations 2017* applies to the procurement of goods and services.

## **6. MISCELLANEOUS**

### **6.1 New Members**

Regulation 9(m) of the *Local Government (Regional Subsidiaries) Regulations 2017* relates to the inclusion of further participants.

Subject to the provisions of the Act and Regulation 4 of the *Local Government (Regional Subsidiaries) Regulations 2017* this Charter may be amended by the unanimous agreement of the Participant Councils to provide for the inclusion of one or more new Participants, with or without conditions of membership, such conditions to be determined by the Board.

### **6.2 Subscription**

- 6.2.1 Every Participant Council shall be liable to contribute moneys to the Subsidiary each financial year.
- 6.2.2 The amount of each Participant Council's subscription will be decided at the Annual General Meeting and will be due and payable within one (1) month of a written request from the Executive Officer for payment.
- 6.2.3 If a Council becomes a Participant Council after the first day of July in any year, the subscription payable by that council for that year will be calculated on the basis of the number of months remaining in that year.

### **6.3 Disqualification**

- 6.3.1 Subject to any legislative requirements including but not limited to Ministerial approval under Section 3.70(3) of the Act, a Council that fails to pay its subscription or any other moneys due to the Subsidiary within six months from the date upon which the subscription or other moneys become due and payable shall cease to be a Participant Council.
- 6.3.2 The Executive Officer will give notice in writing to the Participant Council that its status as a Participant Council has been terminated.

### **6.4 Withdrawal**

- 6.4.1 Subject to any legislative requirements, including but not limited to Ministerial approval, a Participant Council may at any time between 1 July and 31 December in any given year give to the Subsidiary and to each of the other Participant Councils notice of its intention to withdraw from the Subsidiary.

6.4.2 The withdrawal of a Participant Council is to take effect from the end of the financial year after the financial year in which the notice of withdrawal under Clause 6.5.1 is given.

6.4.3 The withdrawal of any Participant Council does not extinguish the liability of that Participant Council to contribute to any loss or liability incurred by the Subsidiary at any time before or after such withdrawal in respect of any act or omission by the Subsidiary prior to such withdrawal.

## **6.5 Insurance and Superannuation Requirements**

The Subsidiary shall ensure appropriate insurance and superannuation compliance requirements are executed.

## **6.6 Winding Up**

6.6.1 The Subsidiary may be wound up by the Minister acting upon a unanimous resolution of the Participant Councils.

6.6.2 The Subsidiary may be wound up by absolute majority decision of the Participant Councils, for reasons which may include:

- a) The Participant Councils believe the Subsidiary has generally achieved the purpose for which it was established;
- b) The Participant Councils are agreed that the regional subsidiary model has ceased to be an effective mechanism for the achievement of the established purpose;
- c) Alteration to the structure or capacity of the one or more of the Participant Councils.

6.6.3 Notice of a meeting for the purpose of making a recommendation to the Participant Councils to wind up the Subsidiary will be sent to Board Members and the Chief Executive Officers of the Participant Councils at least eight (8) weeks before the date of the meeting.

6.6.4 In the event of a winding up of the Subsidiary, any surplus assets after payment of all expenses shall be returned to Participant Councils in proportion to the subscription paid in the financial year prior to the passing of the resolution to wind up.

6.6.5 If there are insufficient funds to pay all expenses due by the Subsidiary on winding up, a levy shall be imposed on all Participant Councils in proportion to the subscription paid in the financial year prior to the passing of the resolution to wind up.

## **6.7 Direction by Participant Councils**

6.7.1 The establishment of the Subsidiary does not derogate from the power of the Participant Councils to jointly act in any manner prudent to the sound management and operation of the



Subsidiary provided the Participant Councils have first agreed by resolution of each Participant Council as to the action to be taken.

- 6.7.2 The establishment of the Subsidiary does not derogate from the power of any of the Participant Councils to act independently in relation to a matter for which the Subsidiary has been established.
- 6.7.3 Provided that the Participant Councils have all first agreed unanimously as to the action to be taken, the Participant Councils may direct and control the Subsidiary.
- 6.7.4 For the purpose of sub-clause 6.8.3, any direction given by the Participant Councils must be given in writing to the Executive Officer of the Subsidiary.

## **6.8 Review and Alteration of Charter**

Regulation 6 of the *Local Government (Regional Subsidiaries) Regulations 2017* relates to the alteration of the Charter, where a 'significant change' is deemed to apply.

- 6.8.1 This Charter will be reviewed by the Participant Councils acting in concurrence at least once every four (4) years.
- 6.8.2 This Charter may be amended by unanimous resolution of the Participant Councils.
- 6.8.3 Notice of a proposed alteration must be given by the Executive Officer to all Participant Councils at least four (4) weeks prior to the Council meeting at which the alteration is proposed.
- 6.8.4 The Executive Officer must ensure that a copy of the amended Charter is provided to the Minister in accordance with Section 3.70(3) of the Act.

## **6.9 Disputes Between Participant Councils**

- 6.9.1 The Participant Councils agree to work together in good faith to resolve any matter requiring their direction or resolution.
- 6.9.2 Where the Participant Councils are unable to resolve a matter within twenty one (21) days of the matter being presented to them:
  - a) The Subsidiary or any Participant Council may notify the others in writing (Arbitration Notice) that it requires the dispute to be referred to arbitration; and
  - b) the dispute (unless meanwhile settled), on receipt of the Arbitration Notice by the recipients, is taken to be referred to arbitration under and in accordance with the provisions of the *Commercial Arbitration Act 2012 (WA)*.

6.9.3 Notwithstanding sub-clause 6.10.2 the Participant Councils agree to be bound by the decision of the appointed arbitrator (except in relation to any decision relating to the acquisition or disposal of any real property) and will endeavour to work together in good faith in the implementation of that decision.

6.9.4 The costs of arbitration shall be borne equally by the Participant Councils involved in the arbitration.

## **6.10 Committees**

6.10.1 The Board may establish a committee of Board Members for the purpose of:

- a) enquiring into and reporting to the Board on any matter within the Subsidiary's powers, functions and duties and as detailed in the terms of reference given by the Board to the Committee;
- b) exercising, performing or discharging delegated powers, functions or duties.

6.10.2 A member of a committee established under this Clause holds office at the pleasure of the Board.

6.10.3 The Chairperson of the Board is an ex-officio member of any committee or advisory committee established by the Board.

## **6.11 Common Seal**

6.11.1 The Subsidiary shall have a common seal.

6.11.2 The common seal shall not be used without the express authorisation of a resolution or Policy of the Subsidiary and every use of the common seal shall be recorded in the minute book of the Subsidiary.

6.11.3 The affixing of the common seal shall be witnessed by the Chairperson or Deputy Chairperson and the Executive Officer or such other person as the Subsidiary may appoint for the purpose.

6.11.4 The common seal shall be kept in the custody of the Executive Officer or such other person as Subsidiary may from time to time decide.

## **6.12 Circumstances Not Provided For**

6.12.1 If any circumstance arises about which this Charter is silent, incapable of taking effect or being implemented according to its strict provisions, the Chairperson may decide the action to be taken to ensure achievement of the objects of the Subsidiary and its effective administration.

6.12.2 The Chairperson shall report any such decision at the next general meeting.

Council

RENEWAL OF LEASE - PLANTAGENET  
HISTORICAL SOCIETY

Draft Lease  
Building Condition Report

Meeting Date: 14 July 2020

Number of Pages : 43

# Lease

**Reserve 29661, being Lot 500  
Albany Highway, Mount Barker**



Post office Box 48  
MOUNT BARKER WA 6324  
Phone: 08 9892 1111  
Email: [info@sop.wa.gov.au](mailto:info@sop.wa.gov.au)

## Index

<i>Clause</i>	<i>Page</i>
<b>Particulars:</b> .....	<b>1</b>
<b>1. Definitions</b> .....	<b>2</b>
<b>2. Interpretation</b> .....	<b>2</b>
<b>3. Term</b> .....	<b>3</b>
<b>4. Payment of Rent, Rates and Services</b> .....	<b>4</b>
<b>5. Maintenance and Repair</b> .....	<b>4</b>
<b>6. Use of Leased Premises</b> .....	<b>6</b>
<b>7. Assignment and Subletting</b> .....	<b>8</b>
<b>8. Insurances and Indemnities</b> .....	<b>8</b>
<b>9. Occupational Safety and Health Act</b> .....	<b>9</b>
<b>10. Default and Termination</b> .....	<b>10</b>
<b>11. Termination of Term</b> .....	<b>10</b>
<b>12. Essential and Additional Terms and Conditions</b> .....	<b>11</b>
<b>13. Goods and Services Tax</b> .....	<b>12</b>
<b>14. Notices</b> .....	<b>12</b>
<b>15. Costs</b> .....	<b>13</b>
<b>16. Annual Financial Accounts</b> .....	<b>13</b>
<b>17. Lessor's Consent</b> .....	<b>13</b>
<b>Schedule 2 – Additional Terms and Conditions</b> .....	<b>14</b>
<b>Plan – Leased Premises</b> .....	<b>15</b>
<b>Execution</b> .....	<b>16</b>

This Lease is made by:

**SHIRE OF PLANTAGENET** of 22-24 Lowood Road Mount Barker, Western Australia  
('the Lessor')

and

**PLANTAGENET HISTORICAL SOCIETY INCORPORATED** of Post Office Box 41, Mount  
Barker, Western Australia  
('the Lessee')

on the date shown on the last page of this Agreement.

**Particulars:**

**Item 1: Land**

31748 Albany Highway, Mount Barker, Western Australia, being Reserve 29661, Lot 500 on  
Deposited Plan 402090, Qualified Certificate of Crown Land Title Volume LR3165 Folio 698.

**Item 2: Leased Premises**

The land and buildings as shown hatched in red on the plan.

**Item 3: Commencement Date**

The date of execution of this Lease as shown on the last page.

**Item 4: Term**

5 Years.

**Item 5: Option to Renew**

5 Years.

**Item 6: Rent**

\$10.00 per annum payable on demand.

**Item 7: Permitted Use**

Museum.

**Grant of Lease:**

The Parties acknowledge that the Premises and the granting of this Lease by the Lessor to  
the Lessee are for the benefit, use and enjoyment of the community in and around the Shire  
of Plantagenet.

Where the Land is Crown land the grant of a lease is subject to the approval of the Minister  
of Lands.

The Lessor leases to the Lessee and the Lessee takes a lease of the Leased Premises  
subject to the provisions of this Lease. The Lessor and the Lessee agree:

## 1. Definitions

In this Lease:

- 1.1 Items described in the Particulars have a corresponding definition in this Agreement;
- 1.2 **Business Day** means a day not being a Saturday, Sunday or public holiday in Perth, Western Australia;
- 1.3 **Fixtures and Fittings** include fixtures, fittings, accessories, doors, windows, roof, guttering, furnishings, carpet, paintwork, equipment, locks and keys;
- 1.4 **Heritage Buildings** means the Police Station and Stables on the Land, being those buildings marked in yellow on the Plan annexed to this Lease;
- 1.5 **Lessee** if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessees parties means the Lessees and each of them and their and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees is a corporation includes the successors and permitted assigns of the Lessee;
- 1.6 **Lessee's Employees** means each of the Lessee's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Leased Premises;
- 1.7 **Lessee's Property** includes all fixtures and other on the Leased Premises which are not the Lessor's.
- 1.8 **Lessor** means the Lessor and the successors, administrators and assigns of the Lessor;
- 1.9 **Rates** means any assessments, emergency services levies, waste charges or any other charges levied or assessed or to be levied or assessed by the local government whether statutory, governmental, or otherwise.
- 1.10 **Structure** or **Structural** refers only to the bare building and those parts of the building that support a load. Items of a non-structural nature include interior and exterior doors, windowpanes, cladding, lights globes and covers, fittings and switches.

## 2. Interpretation

In this Lease unless the context otherwise requires:

- 2.1 words suggesting the singular include the plural and vice versa;
- 2.2 words suggesting any gender include any other gender;
- 2.3 a reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;
- 2.4 a reference to any document or instrument refers to that document or instrument as amended;



- 2.5 headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and is not to affect the interpretation of this Lease;
- 2.6 references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- 2.7 the term 'including' means including but not limited to;
- 2.8 a reference to anybody is:
- a) if that body is replaced by another organisation, taken to refer to that organisation; and
  - b) if that body ceases to exist, taken to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body.

### **3. Term**

#### *Term*

- 3.1 The Lessor leases the Leased Premises to the Lessee for the Term commencing on the Commencement Date.

#### *Monthly Tenancy*

- 3.2 If the Lessee continues to occupy the Leased Premises after the Term with the Lessor's consent then:
- a) the Lessee does so as a monthly tenant on the same basis as at the last day of the Term; and
  - b) either party may terminate the monthly tenancy by giving to the other 3 month's notice expiring on any day.

#### *Option to Renew*

- 3.3 If the Lessor and Lessee wish to Lease the Leased Premises for the Renewal Term as specified at Item 5 of the Particulars and the Lessee:
- a) gives the Lessor notice in writing of such wish not less than 3 months but not more than 6 months before the end of the Term;
  - b) (when giving such notice) has fully complied with every obligation under this Lease; and
  - c) continues to comply fully with every obligation under this Lease until the end of the Term,

then Lessor and the Lessee shall validly execute a deed renewing this Lease incorporating the provisions of this Lease for the Renewal Term.

### *Negotiation of Lease on Expiry*

- 3.4 No later than 6 months before the expiry of the Renewal Term, the Lessor will give the Lessee notice stating either:
- a) that it intends to re-lease the Leased Premises to the Lessee; or
  - b) that the Lessee must vacate the Leased Premises upon termination of the Lease.

## **4. Payment of Rent, Rates and Services**

### *Rent*

- 4.1 The Lessee must pay the Rent to the Lessor upon written demand by the Lessor.
- 4.2 Each payment of Rent must be made with an additional amount equal to any goods and services, consumption, value added tax applying to that payment.

### *Rates and Services*

- 4.3 The Lessee is responsible for and must punctually pay all Rates, water, gas, electricity, telephone and rubbish services provided to the Lease Premises.

## **5. Maintenance and Repair**

### *Maintenance of Heritage Listed Buildings*

- 5.1 The Lessee:
- a) acknowledges the Heritage Buildings are subject to the *Heritage Act 2018*;
  - b) must not in under any circumstances attempt to repair, modify or alter any part of the structure or fittings or fixtures of the Heritage Buildings; and
  - c) immediately contact the Lessor if any part of the structure or fittings or fixtures of the Heritage Buildings requires maintenance.

### *Repair*

- 5.2 Subject to clause 5.1, the Lessee must:
- a) keep the Leased Premises including all lighting and electrical installations and all other fixtures and fittings in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects;
  - b) repair and maintain such fences, grounds or garden beds as exist on the Leased Premises;
  - c) fix any damage caused by the Lessee or the Lessee's Employees.
- 5.3 The Lessor will be responsible for the removal of all green waste.
- 5.4 The Lessee must not carry out repairs of a structural nature.
- 5.5 The Lessor is responsible for carrying out at its costs, all structural repairs to the Premises.

### *Cleaning and Maintenance*

- 5.6 Subject to clause 5.1, the Lessee must:
- a) keep the Leased Premises clean and maintained in good order and condition, including but not limited to:
    - i. windowpanes;
    - ii. doors;
    - iii. internal plumbing;
    - iv. light fittings;
    - v. overloaded fuses (unless caused by wiring defects);
    - vi. fencing;
    - vii. floor coverings.
    - viii. repainting;
    - ix. unblocking internal plumbing; and
    - x. replacement of all light globes.
  - b) do such things as reasonably required to eradicate, exterminate and keep the Leased Premises free from ants, termites, rodents, vermin, noxious weeds and other pests of any kind as required by any Authority (including the Lessor), and will ensure that pest exterminators are employed from time to time for that purpose. The Lessor will be responsible for all pest control to the external areas of the Leased Premises; and
  - c) keep the internal areas of Leased Premises clean and tidy and free of infectious diseases.
- 5.7 The Lessee shall be responsible for the regular pumping out of any grease traps located on the Premises.
- 5.8 The Lessor will maintain and service any air conditioning installed on the Premises in accordance with the manufacturer's requirements at the Lessee's expense.
- 5.9 Without limiting the generality of 5.1 and 5.3, at the Lessee's expense, if demanded by the Lessor, the Lessee must paint, colour, varnish and paper to the reasonable satisfaction of the Lessor all parts of the Premises as have been previously painted, coloured, varnished or papered on expiration of the Term.
- 5.10 Notwithstanding the provisions of 5.1 a), 5.5 a) and 5.8, the Lessee shall not be responsible for carrying out repairs, maintenance, paint, colour, varnish and paper with relation to those buildings referred to in the Heritage Council of Western Australia Register of Heritage Places and named '*Fmr Police Station and Gaol Complex (1897) Data Base No. 2268*'.
- 5.11 The Lessor will respond in a timely and professional manner to the Lessee's legitimate requests with regard to maintenance issues.

### *Security*

- 5.11 Any alarm system installed on the Leased Premises shall be maintained and kept fully operation at all times, including any monitored service which is operated and maintained at the Lessee's expense.

5.12 The Lessee must:

- a) keep all closed circuit television cameras and equipment (if installed) fully operational at all times and maintained and/or repaired at the Lessee's expense.
- b) keep a minimum of seven days' images stored and made available to the Lessor and/or police on request.

*Not to pollute*

5.13 The Lessee must:

- a) not permit any rubbish or garbage to accumulate on the Leased Premises unless confined in suitable containers; and
- b) not cause pollution in or contamination of the Leased Premises or any adjoining land by garbage, waste matter, oil and other pollutants whether by storm water or other run-off or arising from use of the Leased Premises.

*Lessor's right to inspect and repair*

5.14 The Lessor may:

- a) enter the Leased Premises to carry out any maintenance, repairs, alterations, installation of services or any other building work the Lessor may think necessary at any reasonable time upon 24 hours written notice to the Lessee. In an emergency, the Lessor may enter at any time without giving the Lessee notice;
- b) enter the Leased Premises at all reasonable times upon 24 hours written notice to view the state of repair and condition of the Leased Premises and to leave notice of any lack of repair, neglect or defect for which the Lessee is liable, requiring the Lessee to make good to the satisfaction of the Lessor, within the time specified in the notice; and
- c) carry out any of the Lessee's obligations on the Lessee's behalf if the Lessee does not carry them out on time. If the Lessor does so, the Lessee must promptly pay the Lessor's costs.

*Notice of damage or defect*

5.15 The Lessee must promptly give the Lessor notice of:

- a) any damage to, defect or disrepair in the Leased Premises or the water or sewerage pipes, gas pipes, electrical wiring or any plant fittings or equipment in the Leased Premises.
- b) any circumstances likely to cause any risk to the Leased Premises or any person.

**6. Use of the Leased Premises**

*Permitted Use*

6.1 The Lessee must only use the Leased Premises for the Permitted Use.

### *Restrictions on Use*

6.2 The Lessee must not:

- a) disturb tenants or owners of property adjacent to the Leased Premises;
- b) do or omit to do anything which may be a nuisance under any Act, town planning scheme, ordinance, local law, regulation or written laws applicable to the use or occupation of the Leased Premises;
- c) alter, mark, deface, do any building work to, or remove any part of the Leased Premises without the Lessor's prior consent;
- d) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums;
- e) remove or alter any Bi Lock ® lock in any way;
- f) permit the use of any part of the Leased Premised for living or sleeping or for any unlawful purpose;
- g) allow smoking in any part of the Leased Premises;
- h) allow disorderly behaviour and indecent language on the Leased Premises;
- i) sell or permit the sale of any alcohol or alcoholic beverage on the Leased Premises except with the prior consent in writing of the Lessor and in accordance with a licence under the Liquor Control Act 1988;
- j) store any quantity of alcohol or alcoholic beverage on the Leased Premises;  
or
- k) damage, alter, modify, repair or interfere with the structure or fittings of the Heritage Buildings.

except in accordance with the prior consent in writing of the Lessor.

### *No warranty as to Use*

6.3 The Lessor does not warrant that the Leased Premises:

- a) are suitable for the Permitted Purpose;
- b) may lawfully be used for the Permitted Purpose;
- c) includes Fixtures and Fittings and services that are suitable for the Permitted Purpose.

### *Signage*

6.4 The Lessee must not:

- a) affix or exhibit upon any part of the Leased Premises any placards, signs, notices, posters, signs, hoardings or advertisements without the written permission of the Lessor and such signage must be in accordance with any

Council local laws and policies adopted from time to time; and

- b) affix or exhibit or permit to be affixed to or exhibited upon any part of the Leased Premises, signage that could be considered offensive, discriminatory, promoting smoking/tobacco or alcoholic products or contrary to the values of the Lessor.

#### *Caveat*

- 6.5 The Lessee must not lodge or register any absolute caveat in respect of the Leased Premises.
- 6.6 The Lessee irrevocably appoints the Lessor and every officer of the Lessor, severally, the agent and attorney of the Lessee to execute and register at the office of titles in Western Australia, a withdrawal of any absolute caveat registered by, or on behalf of the Lessee against any portion of the Leased Premises, the cost to be paid by the Lessee.

### **7. Assignment and Subletting**

- 7.1 The Lessee must not assign, sublet or otherwise deal with its interest in the Leased Premises without the prior written consent of the Lessor and the Minister for Lands.
- 7.2 Sections 80 and 82 of the Property Law Act 1969 (WA) do not apply to this Lease.

### **8. Insurances and Indemnities**

#### Lessee's Insurance

- 8.1 The Lessee must maintain at its own cost insurance on usual terms with an insurer authorised under the Insurance Act 1973 for:
  - a) public risk for at least \$20,000,000.00;
  - b) a policy insuring fittings, fixtures and chattels owned by the Lessee on the Leased Premises to their full replacement value against fire and extraneous risks including but not limited to water, storm and rainwater damage; and
  - c) a policy covering the breakage of any glass on the Leased Premises including any plate glass. The Lessee agrees that all money received under the insurance policy will be expended in reinstating the plate glass. If such money is insufficient to meet the cost of the reinstatement the Lessee must reinstate the damaged glass at its own expense to the Lessors satisfaction.
- 8.2 The Lessor will maintain insurance for the Lessor's buildings. The Lessee will be responsible for any loss or cost suffered by the Lessor:
  - a) by making any claim against such insurance policy, including any policy excess; and
  - b) carrying out any repairs (other than structural repairs not caused by the Lessee) where the Lessor determines that the cost of such repairs is less than the Lessor's excess.

*Tenant's policies*

- 8.3 All policies under this clause must be acceptable to the Lessor and endorsed to note the interest of the Lessor as the lessor of the Leased Premises.

*Proof of insurance policies*

- 8.4 The Lessee must give the Lessor evidence of its insurance if the Lessor asks for it.

*Compliance with insurance regulations*

- 8.5 The Lessee must:
- a) comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Leased Premises; and
  - b) pay to the Lessor the cost of any alterations to any sprinkler or fire alarm installation which may be necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them; and
  - c) pay to the Lessor the cost of any alteration to any fire and electrical equipment and systems which may become necessary by reason of non-compliance by the Lessee with the requirements of any insurer, relevant authority or local government.
- 8.6 The Lessor is responsible for any testing and servicing of fire equipment and systems and of electrical equipment and light fittings (including testing and tagging and maintenance of Residual-Current Devices) which may be required by law or recommended by any relevant authority or the manufacturer.
- 8.7 Subject to 8.5, the Lessor is responsible for the cost of installing any additional or new sprinkler, fire alarm or electrical system which may become necessary by reason of a change or alteration to the regulations or legislation governing fire control or electrical services in the Leased Premises, the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer.

*Lessee's release and indemnity*

- 8.8 The Lessee:
- a) occupies and uses the Leased Premises at its own risk;
  - b) carries out any building work (with the consent of the Lessor) on the Leased Premises at its risk;
  - c) releases the Lessor from and indemnifies it against all Claims for damages, loss, injury or death:
    - (i) whether or not it is caused by the Lessee's negligence or default if it:
      - A. occurs on the Leased Premises; or
      - B. arises from the overflow or leakage of water from the Leased Premises,

except to the extent that it is caused by the Lessor's deliberate act or negligence; and

- (ii) if it arises from the negligence or default of the Lessee or the Lessee's Employees, except to the extent that it is caused by the Lessor's deliberate act or wilful negligence.

8.9 The Lessee must indemnify, and keep indemnified, the Minister for Lands from and against all claims for compensation or costs which may be incurred directly or indirectly by reason of or in relation to the use of the Leased Premises by the Lessee.

## **9. Occupational Safety and Health Act**

The Lessee:

9.1 acknowledges and agrees that for the purpose of the Occupational Safety and Health Act 1984 (WA) (Act) the Lessee has the control of the Leased Premises and all plant and substances on the Leased Premises; and

9.2 releases and indemnifies the Lessor from and against any Claim or obligation or liability of the Lessor under any occupational health and safety legislation as defined in the Act, except to the extent that any breach of the Act is contributed to by the Lessor's deliberate act or negligence.

## **10. Default and Termination**

### *Default*

10.1 The Lessee defaults under this Lease if:

- a) the rent or any other moneys owing to the Lessor under this Lease are unpaid after 14 days written demand for payment has been made by the Lessor;
- b) the Lessee breaches any other term of this Lease and such breach is not remedied within 10 Business Days of notice of breach having been served on the Lessee;
- c) repairs required by any notice given by the Lessor under this Lease are not completed within the time frame specified in the notice;
- d) the Lessee becomes an externally-administrated body corporate within the meaning of the Corporations Act 2001 (Cth); or
- e) the Lessee abandons or vacates the Leased Premises.

### *Forfeiture of Lease*

10.2 If the Lessee defaults and does not remedy the default when the Lessor requires it to do so, the Lessor may do any one or more of the following:

- a) re-enter and take possession of the Leased Premises and by notice to the Lessee, terminate this Lease;
- b) determine this Lease by notice in writing to the Lessee;
- c) exercise any of its other legal rights; or



- d) recover from the Lessee any loss suffered by the Lessor due to the Lessee's default.

#### *Waiver*

- 10.3 No waiver by the Lessor is effective unless it is in writing.
- 10.4 Any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease does not constitute a waiver of any breach of any provision in this Lease.
- 10.5 No custom or practice which has grown up between the parties in the course of administering this Lease is to be construed so as to waive or lessen the right of the Lessor to insist on all the Lessee's obligations under this Lease.

### **11. Termination of Term**

#### *Tenant's obligations*

- 11.1 On termination the Lessee must:
  - a) vacate the Leased Premises and give it back to the Lessor in good repair and condition in accordance with the Lessee's obligations in this Lease;
  - b) remove all of the Lessee's Property from the Leased Premises;
  - c) repair any damage caused by removal of the Lessee's Property and leave the Leased Premises in good repair and condition; and
  - d) return any keys held by it or the Lessee's Employees.
- 11.2 The Lessor may (but is not obliged to) make a condition report at the commencement and termination of the Lease and such report will be deemed to be an accurate record of the condition of the Leased Premises and fixtures and fittings as at the date of the report.
- 11.3 The Lessor is not liable to the Lessee (except for any wilful or negligent acts of the Lessor or its officers, servants or agents) for any loss or damage suffered by the Lessee through:
  - a) any malfunction, failure to function or interruption of or to the water, gas or electricity services, air conditioning equipment, fire equipment or any of the appurtenances in the Leased Premises; or
  - b) the blockage of any sewers, water, drains, gutters, downpipes or storm water drains from any cause, and

The Lessee is not entitled to terminate the lease for any such reason nor have any right of action or claim for compensation or damages against the Lessor in respect of such failure.

#### *Failure to remove Lessee's Property*

- 11.4 If the Lessee does not remove the Lessee's Property at the end of the Term, the Lessor may:

- a) remove and store the Lessee's Property at the Lessee's risk and expense; or
- b) treat the Lessee's Property as abandoned, in which case title in the Lessee's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Lessee.

#### *Damage to the Leased Premises*

11.5 If the Leased Premises are destroyed or damaged so as to render them, in the opinion of the Lessor, wholly or partially unfit for the Permitted Purpose then the Lessor may, on giving one month's notice in writing to the Lessee, terminate this Lease without prejudice to any rights which may have accrued to either party prior to termination.

### **12. Essential and Additional Terms and Conditions**

#### *Essential Terms*

- 12.1 The Lessee and the Lessor agree that the essential terms are;
- a) to pay Rent, rates and services (clause 4);
  - b) to repair (clause 5.1)
  - c) to use the Leased Premises for only the Permitted Use (clause 6.1);
  - d) not to assign, sublet or deal with the Lease without consent (clause 7); and
  - e) to keep current insurance and indemnities (clause 8).

#### *Additional terms, covenants and conditions*

12.2 The additional terms, covenants and conditions in Schedule 2 are taken to be incorporated in, and form part of, this Lease and if there is any inconsistency between the Additional Terms and any provision of this Lease then the Additional Terms prevail to the extent of the inconsistency.

### **13. Goods and Services Tax**

#### *Definitions in this clause*

13.1 In this clause the following terms have the meanings ascribed to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth): **Consideration; GST; Recipient; Supply; and Tax Invoice.**

#### *Consideration is exclusive of GST*

13.2 The Consideration for a Supply under this Lease is exclusive of any GST imposed on the Supply.

### *Recovery of GST*

13.3 If a Supply under this Lease is subject to GST:

- a) the Recipient of the Supply must pay, in addition to the other Consideration payable or to be provided for the Supply, an additional amount equal to the GST; and
- b) The Recipient must pay the additional amount to the supplier at the same time as the other Consideration;

however, the Recipient need not pay the additional amount until the supplier give the Recipient a Tax Invoice.

## **14. Notices**

### *In Writing*

14.1 Any notice given under this Lease must be in writing. A notice by the Lessor is valid if signed by an officer or solicitor of the Lessor or any other person nominated by the Lessor.

### *Notice of Address*

14.2 The Lessee must promptly notify the Lessor of its address, facsimile number or email address and update the notice if any changes occur.

### *Service of Notice on Lessee*

14.3 The lessor may serve a notice on the Lessee by:

- a) giving it the Lessee personally;
- b) sending it to the Lessee's facsimile number or email address; or
- c) posting it to the Lessee's last known registered office, place of business or residence.

14.4 A notice or demand posted to the Lessee is to be taken to be duly served at the expiration of 72 hours after the time of posting.

### *Service of Notice on Lessor*

14.5 The Lessee may serve a notice on the Lessor by leaving it at, or posting, emailing or faxing it to the address or number of the Lessor as described in this Lease or as the Lessor may provide by written notice to the Lessee.

## **15. Costs**

15.1 The Lessor will pay the costs of preparation of the Lease.

15.2 The lessee must pay the Lessor's reasonable legal fees and outlays:

- a) relating to any assignment or subletting; and
- b) arising from any breach of this Lease by the Lessee.

**16. Annual Financial Accounts**

Where the Lessee is an incorporated association, the Lessee must, upon receipt of a written request by the Lessor, immediately give to the Lessor a copy of the annual financial accounts submitted to the members of the Lessee at the annual general meeting.

**17. Lessors Consent**

Unless otherwise stated, if the Lessor's consent or approval is required:

- 17.1 the Lessor must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- 17.2 the Lessor may require the Lessee to comply with any reasonable conditions before giving its consent; and
- 17.3 it is not effective unless in writing.

Plan – Leased Premises

		<p>24/06/2020</p>	<p>1:1145</p>
		<p>The Shire of Plantagenet does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that the Shire of Plantagenet shall bear no responsibility or liability whatsoever for any errors, omissions, defects or inaccuracies in the information.</p>	

**Execution**

Executed as a Deed dated \_\_\_\_\_

**THE COMMON SEAL of SHIRE OF )**  
**PLANTAGENET** was hereunto affixed pursuant to )  
a resolution of the Council in the presence of: )

\_\_\_\_\_  
Cr Chris Pavlovich  
Shire President

\_\_\_\_\_  
Rob Stewart  
Chief Executive Officer

Executed in accordance with the Constitution of )  
**PLANTAGENET HISTORICAL SOCIETY** )  
**INCORPORATED** )

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Name and Authority to Sign

\_\_\_\_\_  
Print Name and Authority to Sign

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**Building Condition Assessment Report**  
**Place Name:** 1st Police Station, Old Police Station and Museum  
**Address:** Lot 500 Albany Highway, Mount Barker, WA, 6324  
**Place Number:** 01  
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PLACE	Building 1 : 1868 Police Quarters – Exterior Fabric				
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking
WALLS - Rendered and painted stone walls with hand-scribed bond coursing. Ornate metal wall vents. Walls built on a rock foundation course dug into ground.	Stone walls are original but render was applied in 1985 as part of restoration works	B	Minor damp damage to upper north wall. Minor chipping to render finish at junction between Police Quarters & Police Office (east elevation). Some drumminess to external render around windows.	Damp is caused by failed flashing to chimney penetration in roof above. Patch chipped render to match existing and repaint. Check render for drummy sound	
ROOF - Timber shingle roof laid on timber battens & rafters. Unlined soffits	Shingle roof replaced in 1985 and XXXX. Timber rafters and battens are part of original structure	B	Some cracking evident to timber rafters on west verandah. Shingles showing wear from weathering	Re-oil shingle roof with Lanotec, replacing any missing shingles as required. Replace shingles in 5-10 years as required. Inspect and reinforce cracks in rafters, or replace if required to match existing.	
VERANDAH POSTS - 120mm square section verandah posts with chamfered corners, set on treated pine stumps or timber sole plates	Five posts at the northwest corner of the building are identified as original 1868 posts (handmade by Convict labour). Remainder of	B	Minor cracking to timber posts. Peeling and deteriorated paint	Gently sand back peeling paint, fill holes and cracks to prevent entry of moisture	



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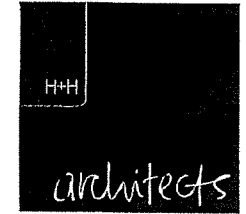
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	posts date from 1985 restoration.				
VERANDAH FLOOR - Gravel verandah floor with some sections of segmental paving	No evidence of any previous verandah floor	A		Currently in good condition	
WINDOWS - Timber-framed multi-paned casement windows with weathered timber sills. Steel bars fixed to inside of windows. Small fixed highlight window above main entry door with external interpretative signage.	Current windows likely date from 1985 restoration program	A		Currently in good condition with minor wear and tear	
DOORS- Ledged timber door with iron hinges and door hardware	Doors are original (?)	B		Currently in good condition with minor wear and tear	
CHIMNEYS - Rendered and painted masonry chimney	Central chimney was reconstructed in 1985 restoration program. North chimney was repaired. Original chimney pots no longer extant.		Deteriorated flashing around north chimney penetration	Repair/replace existing chimney flashing	
FIXTURES & FITTINGS – Rustic timber bench seat, stocks and near kitchen door.	Not original fabric			No works required	

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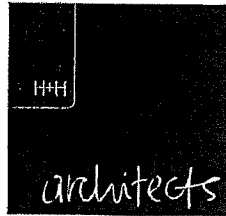
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PLACE	Building 1 : 1887 Police Office – Exterior Fabric				
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking
WALLS – Composite wall structure consisting of masonry infill to timber stud/verandah posts with external cladding of timber weatherboard	Early photos show external walls of Police Office clad with weatherboard	B	External corner beads not evident. Weatherboards currently in direct contact with ground.	Install flashing or corner bead to weatherboard cladding corner junctions to prevent moisture ingress. Ensure finished ground levels are kept lower than baseboard.	
ROOF – Timber (sheoak) shingle roof laid on timber battens & rafters. Unlined soffits	Shingle roof replaced in 1985 and XXXX. Timber rafters and battens are part of original structure	B		Re-oil shingle roof with Lanotec. Replace shingles in 5-10 years as required.	
VERANDAH POSTS - 120mm square section verandah posts with chamfered corners, set on treated pine stumps or timber sole plates	Five posts at the northwest corner of the building are identified as original 1868 posts (handmade by Convict labour). Remainder of posts date from 1985 restoration.	B	Minor cracking to timber posts. Peeling and deteriorated paint	Gently sand back peeling paint, fill holes and cracks to prevent entry of moisture	
VERANDAH FLOOR - Gravel verandah floor with some sections of segmental paving	No evidence of any previous verandah floor	A		Currently in good condition	
WINDOWS - Timber-framed multi-	Current windows likely	A		Currently in good condition with	

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paned fixed windows with weathered timber sills. Modern security screens fitted internally.	date from 1985 restoration program			minor wear and tear	
DOORS- Ledged timber door with iron hinges and door hardware	Doors are original (?)	B		Currently in good condition with minor wear and tear	

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PLACE	Building 1 : 1868 Police Quarters – Interior Fabric				
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking
WALLS – Rendered and painted masonry walls with mesh wall vent covers. External corners of fireplace walls and window reveals are chamfered. Door reveals are rounded. Hallway walls are scribed with coursing to match external walls. Painted vertical timber lining boards (board on board) to kitchen walls.	Wall finishes appear to be consistent with original. Timber lining has texture and paint build-up consistent with age.	B	Minor movement cracking located in areas shown on plan, generally around door/window lintels and in corners where walls join	Continue to monitor minor cracking. If cracks open up, allow to patch and repair using like materials.	
CEILING– Timber plank lining with cover battens to joints and trims. No cornices.	Modern replacement (appear to be stained pine) evident in Kitchen and Lounge. Portion of Ceiling Lining in Entry Hall is painted and appears older	B	Some previous cracking	Generally in good condition. Small section of painted ceiling shows previous paint failure which could be rectified as part of future painting maintenance	
SKIRTINGS – 70x35mm solid timber ornate skirting with boxed out conduit skirting.	Skirtings are a modern profile	A		In good condition throughout	
FLOORS – Rough sawn 150mm wide jarrah boards (not T&G)	Boards show original circular saw cut marks and hand-tooled chamfers at board ends and edges as required	A		Currently in good condition	

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	to level out inconsistencies				
WINDOWS - Timber-framed multi-paned fixed windows with weathered timber sills. Steel bars are fitted to the inside of the kitchen windows	Current windows likely date from 1985 restoration program. Steel bars are original.	A		Currently in good condition with minor wear and tear	
DOORS- Ledged timber door with iron hinges and door hardware. Doors are inset into deep masonry walls and the reveals are lined with timber.	Doors are original (?)	B		Currently in good condition with minor wear and tear	
FIREPLACES – Smooth rendered masonry fireplaces with inbuilt warming shelf to kitchen hearth. Each fireplace has timber mantle. Ornate square timber mantle to Lounge, simple shelf to kitchen, and round arch style mantelpiece to Bedroom. Lounge fireplace includes wrought iron fire screen, fender, poker, tongs, shovel and andirons made in 1893 by George Woodridge.	Inconsistencies between the design detailing of the different mantelpieces indicates that they are unlikely to all originate from this building.	A		Currently in good condition	
INBUILT JOINERY – There are timber-framed open shelves installed to the west side of the kitchen fireplace, and an inbuilt corner pantry cupboard in the southwest corner of the kitchen.	The corner pantry matches the style of the kitchen and may be an early feature? The shelf does not appear original	B		Generally in good condition with wear and tear consistent with age.	

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PLACE	Building 1 : 1887 Police Office – Interior Fabric					
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking	
WALLS – Rendered and painted masonry walls with supporting timber stud posts evident. Painted horizontal timber weatherboard lining to interior wall (west elevation) of Police Office. The same wall is lined on its other side (in the Girls Bedroom) with painted vertical timber planks and cover battens. Internal walls of Girls bedroom retains hand-inscribed names and initials (date unknown) and a section of stone wall deliberately left unrendered.	Wall finishes appear to be consistent with original. Timber lining has texture and paint build-up consistent with age.	B	Minor movement cracking located in areas shown on plan, generally around door/window lintels and in corners where walls join	Continue to monitor minor cracking. If cracks open up, allow to patch and repair using like materials.		
CEILING– Painted timber plank lining with cover battens to joints and trims. No cornices.	Ceiling lining in Police Office is painted and appears original. Lining in Girls Bedroom appears more modern	B		Generally in good condition. Small section of painted ceiling shows previous paint failure which could be rectified as part of future painting maintenance		
SKIRTINGS – 125x20mm solid timber skirting on outer walls of Police Office only.	Skirtings are likely an early feature	A		In good condition throughout		
FLOORS – Concrete floor to Police Office, segmental pavers to floor of Girls Bedroom	No evidence of what earliest floor finish was in either space	B	Moisture damage and subsidence evident in paved	Lower external ground levels or install air drain or external baseboard flashing along		

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			floor to Girls Bedroom along west wall	external walls to minimise rising damp and entry of water run-off from exterior paved areas into interior paved floor. Concrete floor is currently in good condition although paint finish is worn, this adds to patina of room.	
WINDOWS - Timber-framed four-paned fixed windows with weathered timber sills. Modern aluminium security screen is installed to inside of window in Police Office.	Current windows likely date from 1985 restoration program. Security screens are not authentic.	B	Internal window architrave/frames to Police Office and Girls Bedroom are in degraded condition	Check for sufficient flashings around window as damage to frame appears to be caused by moisture. Allow to fill and patch damaged timber frames and repaint	
DOORS- Ledged and braced timber door with iron hinges and door hardware. Doors are inset into deep masonry walls and the reveals are lined with timber.	Doors are original (?)	B		Currently in good condition with minor wear and tear	
INBUILT JOINERY – two solid timber bumper rails are located on the south and west walls of the Police Office	Age and condition of timber suggest these might be original or early fabric	B	South bumper rail shows sign of cracking and wear and tear	Retain in existing condition	
LOOSE FURNITURE – Desk, drawers and shelves in the Police Office, as well as related artefacts. Wall mounted hooks	The items all appear to be authentic (most dating from Victorian – Federation era) and	B		Generally in good condition with wear and tear consistent with age.	

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	have some association with the place				
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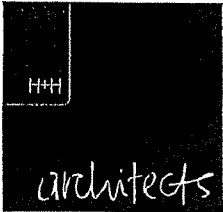
PLACE	Building 3 : Pioneer Building (1978) – External fabric				
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking
WALLS – Rendered brick walls with inscribed stretcher bond coursing (to match Police Quarters), including faux keystone lintels to window heads. Walls include wall vents with mesh covers. Fibre cement ribbed profile/weatherboard infill panels to gable ends	Walls are likely to have had a face-brick finish originally, and may have been rendered to match the Police Quarters in the 1985 restoration programme.	B	Evidence of some damp on north and east side of building	Lower external ground levels so that they are not impacting on damp proof course	
ROOF – Modern Zinalume custom orb roof sheeting with profiled steel rainwater goods and PVC downpipes. Hipped Zinalume roof to porch	Verandah roof is more recent.	B	Currently in good condition		
VERANDAH – Timber framed verandah structure with diagonal cross-style balustrades	More recent addition, likely to provide weather protection to entry				
VERANDAH FLOOR – Modern Segmental paving and gravel paving		B	Currently in good condition		
WINDOWS – Painted six-pane fixed windows arranged symmetrically across east elevation. Double hung sash four-pane windows to west elevation. Steel security mesh installed to inside of windows	Current windows likely original	B	Currently in good condition.		

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DOORS- Solid flush panel doors	Doors are original.	B	Currently in good condition		
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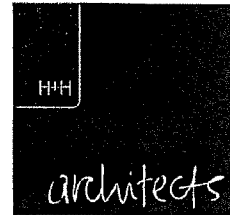
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PLACE	Building 3 : Pioneer Building (1978) – Interior Fabric				
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking
WALLS – Face-brick walls with concealed steel columns set within expressed piers.	Wall finishes appear to be consistent with original.	A	Walls are in good condition throughout		
CEILING– Suspended plasterboard ceiling with cover battens to joints. 70mm painted timber trim forming cornice	Ceiling and cornice appears to be original	A	Generally in good condition	Refer to works for shingle roof	
FLOOR – Carpet laid on concrete slab with mats laid over		B	Carpets in good/worn condition	Replace carpets in 5 years depending on wear and tear	
WINDOWS – Painted six-pane fixed windows arranged symmetrically across east elevation. Double hung sash four-pane windows to west elevation. Steel security mesh installed to inside of windows	Current windows likely original	C	Internal windows have blinds and are partially covered with interpretative display panels fixed to walls		
DOORS- Solid flush panel doors	Doors are original.	B	Currently in good condition		
FIXTURES & FITTINGS – Numerous wall mounted display panels. Large glazed showcase installed at west end of building.	Showcase and Lighting are modern fixtures	B	Generally in good condition.		

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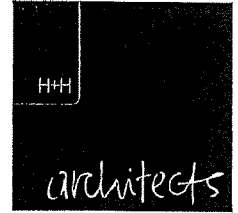
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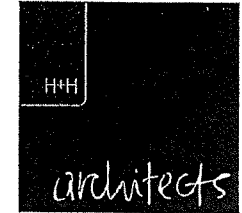
Ceiling mounted track lighting throughout					
LOOSE ARTEFACTS – General local history artefacts and interpretative material on display throughout	Artefacts are consistent with function of building	B			

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PLACE	Building 4&5 : 2 <sup>nd</sup> Police Station (1908) & Court House (1919) – External fabric					
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking	
<p>WALLS – Red “Katanning” brick walls laid in stretcher bond with cream lime-based mortar to original Quarters. Darker “Albany” brick used in Court House walls.</p> <p>Newer additions to rear of building include Archives &amp; Admin offices, with timber-framed walls clad with fibre cement and Toilets, which are constructed of darker face-brick with white cement mortar.</p>	<p>1908 and 1919 Brick walls are part of original fabric and function. Newer toilet additions are not original, nor are the Archives/Admin additions.</p>	B	<p>Some cracking evident in brickwork arches. Some original bricks have lost their faces</p> <p>Poor quality mortar repairs using cement-rich mortar evident to original walls and toilet walls</p>	<p>Rake out cement rich mortar and repoint using lime-based mortar to match mix, style and colour of original.</p> <p>Repoint brickwork to archways.</p>		
<p>ROOF – Zinalume custom orb roof to original quarters and Court House. Kliplok profile roof to later additions/ Eaves are lined with painted timber bird boards.</p>	<p>Roofing is recent replacement but original roof form is intact, with exception of more recent additions.</p>	B/C	<p>Corrosion to roof in vicinity of box gutter between Quarters and Court House</p>			
<p>VERANDAHS- Timber-framed verandah structure comprising painted turned timber posts with simple scalloped valance&gt; The verandah roof to the Quarters is a bull-nose, whereas the roof to the Court House is a skillion, with its gable ends infilled with vertical timber lining boards.</p>	<p>Verandah posts appear to be original turned posts with simple scalloped valance. Bull-nosed roof is a recent installation, and does not quite follow the form of the original,</p>	B	<p>Some deterioration evident to timber valance on south end of Court House verandah</p>	<p>Future re-roofing should be installed to follow original roof alignment and curvature of bull-nose.</p> <p>Allow to patch and repair damaged valance</p>		

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	which is still evident in the shape of the bull-nosed rafters. The original verandah also hipped at the south end, but this detail has changed with the re-roof. The skillion roof to the Court House appears to match the original.				
RAINWATER GOODS – Painted ogee-profiled gutters with PVC downpipes	Not likely to be original fabric and likely replaced as part of last re-roofing	B			
FLOOR – Stained and oiled timber decking to front verandah	Decking to verandah is not original and has been extended to connect the Quarters verandah with the Court House verandah, which was not likely an original feature. Verandah steps and handrail are not original		Sections of verandah appear to be unsupported, with missing posts to south corner.	Allow to re-stump verandah as required, ensuring adequate tie-downs for verandah posts throughout.	
WINDOWS – Painted timber-framed windows throughout, typically double-hung sash windows	Double hung sash windows are original, but some have modern	B	Generally in good condition. Most windows are no		



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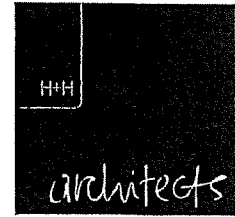
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	security screens.		longer operable.		
DOORS – Painted timber four-panel doors with highlight windows above. Some external doors have flyscreens fitted	Four panel doors are typically original, but flyscreen doors are later additions		Generally in good condition		
CHIMNEYS – Ornate face-brick chimneys	Part of original fabric		Generally in good condition		
FIXTURES & FITTINGS – Noticeboard with ledge and awning on west elevation	May relate to original function of building, although more modern HDG fixings suggest it is a more recent addition	C	Currently in fair condition		

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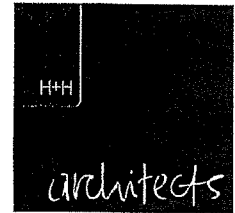
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PLACE	Building 4 & 5 : 2 <sup>nd</sup> Police Station (1908)– Interior Fabric				
	Police Station: Entry Hall, Road Board Room, Military Room, Research Room, Meeting Room and Kitchen				
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking
WALLS –Painted and plastered masonry walls	Internal finishes are consistent with age of building	B	Previous patching around windows in Research Room but no new cracking evident.		
CEILING– Plaster and lathe ceilings with paint finish and flush cornices. Kitchen has painted mini-orb ceiling with timber quad to the cornice.	Part of original fabric	B/C	Some cracking in ceiling evident above door in Road Board Room, and to centre of ceiling in Meeting Room and Research Room	Minimise any new fixtures or disturbance to original plaster and lathe ceiling as very difficult to repair. In future, if further failures occur, ceiling will need to be replaced with flush plasterboard.	
FLOOR – Carpet laid on timber T&G floorboards to all rooms except Kitchen, which has vinyl flooring	Existing Carpet is not original finish.	B	Carpet generally in good condition throughout. Vinyl floor in kitchen is in worn condition	Replace carpet as required. Consider installing inspection manholes in existing floor to allow termite/moisture monitoring to sub-floor	
SKIRTING – 80mm bullnosed timber skirting to Road Board Room; 170mm high timber skirting to Military Room, Entry Hall, Research Room, Meeting Room and Kitchen. Picture rail @	170mm high skirtings part of original fabric. Skirting in Road Board Room is likely to be more recent	B/C	Generally in good condition throughout. Evidence of termite damage	Replace damaged sections of skirting in Kitchen.	

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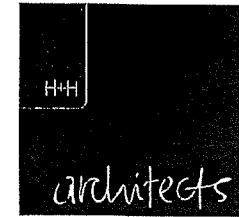
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2850mm AFI in Meeting Room, Road Board Room and Military Room	replacement.		to skirting in Kitchen		
WINDOW - Timber-framed double-hung sash windows. Fixed window with obscure glass to upper wall of Kitchen.	Part of original fabric, excepting the fixed window to the Kitchen	B	Generally in good condition		
DOORS – Painted timber-framed four panel doors, some with glazed toplights above. Flush panel doors to Kitchen. Inscribed panel door between Kitchen and Meeting Room with central knocker and brass nameplate.	Four panel doors appear to be part of original fabric. Flush panel and sliding doors are not original. Door between Kitchen and Meeting Room was sourced from a local Dr's office.	B	Generally in good condition		
LOOSE ARTEFACTS Museum displays in Road Board Room, Military Room and Research Room. General meeting furniture in Meeting Room and Kitchen.	Consistent with current use of building				
FIXTURES & FITTINGS – Kitchen has modern kitchen cupboards and retains Metters stove in hearth and painted timber mantel above	Metters stove and mantel appear to be part of original fabric	B	Generally in good condition		

<b>PLACE</b>	<b>Building 4 &amp; 5 : Court House (1919)– Interior Fabric</b>
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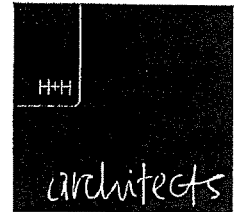
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Court Room.					
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking
WALLS – Painted and plastered masonry walls	Internal finishes are consistent with age of building	B	Historic cracking evident around window and door openings	Patch and fill cracks and paint to match existing	
CEILING – Plasterboard ceiling with batten covers to joints and scotia cornice	Appears to be more modern ceiling lining				
SKIRTINGS – painted timber skirting	Part of original fabric				
FLOOR – 135mm wide varnished timber T&G floorboards	Part of original fabric, although timber boards were unlikely to have been varnished				
WINDOW - Timber-framed double-hung sash window with mesh flyscreen.	Part of original fabric				
JOINERY – Timber picture rail @ 2850mm AFL	Part of original fabric	B			
DOORS – Painted timber-framed four-panel door (to exterior verandah). Newer flush panel door to west wall.	External door to verandah is original. Opening and door panel in south wall is not original.	B			
LOOSE ARTEFACTS Various display items and paraphernalia including antique guns, furniture, etc	Many items have an association with the place	B			
PICTURES & FITTINGS – Open brick	Original fireplace and	B			

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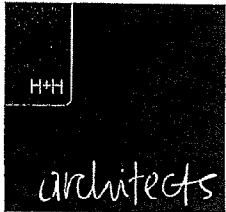


fireplace with simple timber mantelpiece located in SW corner	mantel				
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PLACE	Building 4 & 5 : Later Additions– Interior Fabric				
	Historical Society Administration Office, Archives, Store rooms and Toilets				
Item	Authenticity & Integrity	Condition Rating	Defect location	Work to Rectify Defect	Priority Ranking
WALLS –Face-brick walls (original external walls of Police Station); painted plasterboard walls To Archives, and Store Rooms. Office has painted timber lining boards laid horizontally. Bathrooms have painted and rendered masonry walls with tiling.	Face-brick walls are part of original fabric. All other fabric is part of later additions	B			
CEILING– Plasterboard ceilings	Not part of original fabric	B	Evidence of some water damage in ceiling to WC off Archives Room		
FLOOR – Carpet laid on timber and concrete floor. Tiles on concrete to wet areas.	Not part of original fabric	B			
WINDOW – Typically aluminium-framed windows. Timber-framed window to Office.	Not part of original fabric	B			
DOORS – Flush panel doors. Ledged & braced door (to Office)	Not part of original fabric	B			

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FIXTURES & FITTINGS – Sanitaryware in toilets	Not part of original fabric	B			