

SHIRE OF KATANNING**BUDGET REVIEW REPORT****FOR THE PERIOD ENDED 28 FEBRUARY 2022****LOCAL GOVERNMENT ACT 1995****LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996****TABLE OF CONTENTS**

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Note	Budget v Actual		Predicted			
	Adopted Budget (a)	YTD Actual (b)	Variance Permanent (c)	Variance Timing (Carryover) (d)	Year End (a)+(c)+(d)	
	\$	\$	\$	\$	\$	
OPERATING ACTIVITIES						
Net current assets at start of financial year surplus/(deficit)	2,453,602	2,333,383	(120,219)		2,333,383	▼
Revenue from operating activities (excluding rates)						
Operating grants, subsidies and contributions	2,444,287	1,468,281	483,796		2,928,083	▲
Fees and charges	1,928,977	1,402,596	(39,736)		1,889,241	▼
Interest earnings	99,830	52,088			99,830	
Other revenue	260,272	232,729	172,238		432,510	▲
Profit on asset disposals	142,601	39,752			142,601	
	4,875,967	3,195,446	616,298	0	5,492,265	
Expenditure from operating activities						
Employee costs	(4,448,913)	(2,605,606)	128,722		(4,320,191)	▼
Materials and contracts	(3,701,554)	(1,985,527)	(465,662)		(4,167,216)	▲
Utility charges	(495,617)	(300,894)	(10,000)		(505,617)	▲
Depreciation on non-current assets	(5,657,103)	(2,059,952)			(5,657,103)	
Interest expenses	(121,376)	(46,143)			(121,376)	
Insurance expenses	(384,439)	(395,137)	8,678		(375,761)	▼
Other expenditure	(340,543)	(263,429)	0		(340,543)	
Loss on asset disposals	(10,400)	(6,981)			(10,400)	
	(15,159,945)	(7,663,669)	(338,262)	0	(15,498,207)	
Non-cash amounts excluded from operating activities	5,524,902	1,993,959			5,524,902	
Amount attributable to operating activities	(2,305,474)	(140,881)	157,817	0	(2,147,657)	
INVESTING ACTIVITIES						
Non-operating grants, subsidies and contributions	1,207,092	889,575	565,460		1,772,552	▲
Purchase land and buildings	(1,840,018)		(180,000)		(2,020,018)	▲
Purchase plant and equipment	(864,576)		(68,046)		(932,622)	▲
Purchase and construction of infrastructure-roads	(1,770,980)		(225,000)		(1,995,980)	▲
Purchase and construction of infrastructure-other	(1,146,670)				(1,146,670)	
Proceeds from disposal of assets	243,665	70,891	9,982		253,647	▼
	(4,171,487)	960,466	102,396	0	(4,069,091)	
Non-cash amounts excluded from investing activities	0	0			0	
Amount attributable to investing activities	(4,171,487)	960,466	102,396	0	(4,069,091)	
FINANCING ACTIVITIES						
Repayment of debentures	(280,756)	(139,509)			(280,756)	
Proceeds from new leases liabilities		(11,794)			0	
Transfers to cash backed reserves (restricted assets)	(444,430)	(4,668)	(270,460)		(714,890)	▲
Transfers from cash backed reserves (restricted assets)	2,798,110	0	17,033		2,815,143	▼
Amount attributable to financing activities	2,072,924	(155,971)	(253,427)	0	1,819,497	
Budget deficiency before general rates	(4,404,037)	663,614	6,786	0	(4,397,251)	
Estimated amount to be raised from general rates	4,404,036	4,405,172	(6,786)		4,397,250	▼
Closing funding surplus/(deficit)	3 (c) (1)	5,068,786	0	0	(1)	

	Budget v Actual		Predicted			Material Variance	
	Note	Adopted Annual Budget (a)	YTD Actual (b)	Variance Permanent (c)	Variance Timing (Carryover) (d)		Year End (a)+(c)+(d)
	\$	\$	\$	\$	\$		
OPERATING ACTIVITIES							
Net current assets at start of financial year surplus/(deficit)		2,453,602	2,333,383	(120,219)	0	2,333,383	▼
Revenue from operating activities (excluding rates)							
Governance		44,804	98,133	16,737		61,541	▲
General purpose funding		1,272,388	922,185	0		1,272,388	
Law, order, public safety		204,061	117,122	13,905		217,966	▲
Health		42,286	9,452	(39,736)		2,550	▼
Education and welfare		154,250	209,997	260,000		414,250	▲
Housing		101,940	76,523	0		101,940	
Community amenities		883,543	824,076	0		883,543	
Recreation and culture		367,135	181,766	251,796		618,931	▲
Transport		364,306	227,723	0		364,306	
Economic services		1,363,754	419,858	52,000		1,415,754	▲
Other property and services		77,500	108,611	61,596		139,096	▲
		4,875,967	3,195,446	616,298	0	5,492,265	
Expenditure from operating activities							
Governance		(1,150,757)	(733,331)	2,847		(1,147,910)	▼
General purpose funding		(299,138)	(158,993)	0		(299,138)	
Law, order, public safety		(624,340)	(362,593)	(150,000)		(774,340)	▲
Health		(255,909)	(115,884)	21,000		(234,909)	▼
Education and welfare		(544,865)	(243,541)	0		(544,865)	
Housing		(271,847)	(128,500)	0		(271,847)	
Community amenities		(1,393,123)	(787,371)	0		(1,393,123)	
Recreation and culture		(4,364,636)	(2,644,765)	(200,572)		(4,565,208)	▲
Transport		(4,543,979)	(1,915,679)	0		(4,543,979)	
Economic services		(1,626,261)	(767,711)	0		(1,626,261)	
Other property and services		(85,090)	194,701	(11,537)		(96,627)	▲
		(15,159,945)	(7,663,667)	(338,262)	0	(15,498,207)	
Non-cash amounts excluded from operating activities		5,524,902	1,993,959			5,524,902	
Amount attributable to operating activities		(2,305,474)	(140,879)	157,817	0	(2,147,657)	
INVESTING ACTIVITIES							
Non-operating grants, subsidies and contributions		1,207,092	889,575	565,460	0	1,772,552	▼
Purchase land and buildings		(1,840,018)	0	(180,000)	0	(2,020,018)	▲
Purchase plant and equipment		(864,576)	0	(68,046)	0	(932,622)	▲
Purchase and construction of infrastructure - roads		(1,770,980)	0	(225,000)	0	(1,995,980)	▲
Purchase and construction of infrastructure - other		(1,146,670)	0	0	0	(1,146,670)	
Proceeds from disposal of assets		243,665	70,891	9,982	0	253,647	▼
		(4,171,487)	960,466	102,396	0	(4,069,091)	
Non-cash amounts excluded from investing activities		0	0	0	0	0	
Amount attributable to investing activities		(4,171,487)	960,466	102,396	0	(4,069,091)	
FINANCING ACTIVITIES							
Repayment of borrowings		(280,756)	(139,509)	0	0	(280,756)	
Proceeds from new leases liabilities		0	(11,794)	0	0	0	
Transfers to cash backed reserves (restricted assets)		(444,430)	(4,668)	(270,460)	0	(714,890)	▲
Transfers from cash backed reserves (restricted assets)		2,798,110	0	17,033	0	2,815,143	▼
Amount attributable to financing activities		2,072,924	(155,971)	(253,427)	0	1,819,497	
Budget deficiency before general rates		(4,404,037)	663,616	6,786	0	(4,397,251)	
Estimated amount to be raised from general rates		4,404,036	4,405,172	(6,786)	0	4,397,250	
Closing Funding Surplus(Deficit)	3 (c)	(1)	5,068,788	0	0	(1)	

1. BASIS OF PREPARATION

The budget review has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire of Katanning controls resources to carry on its functions have been included in the financial statements forming part of this budget review.

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

All monies held in the Trust Fund are excluded from the financial statements.

CRITICAL ACCOUNTING ESTIMATES

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

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

ROUNDING OFF FIGURES

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

2021-2022 ACTUAL BALANCES

Balances shown in this budget review report as YTD Actual are as forecast at the time of budget review preparation and are subject to final adjustments.

BUDGET COMPARATIVE FIGURES

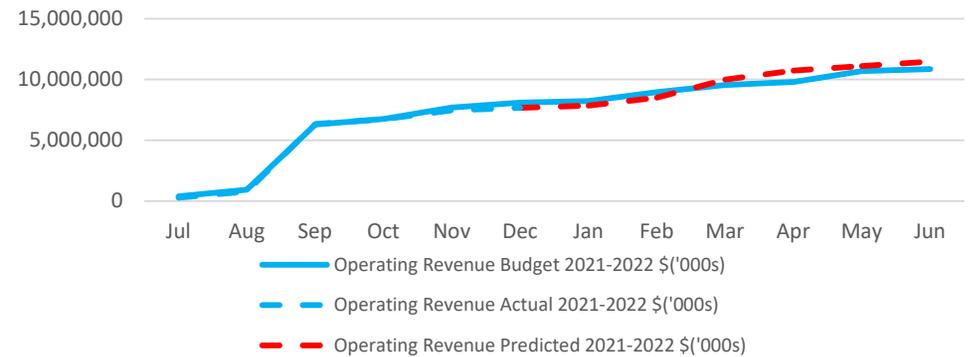
Unless otherwise stated, the budget comparative figures shown in the budget review relate to the original budget estimate for the relevant item of disclosure.

2. SUMMARY GRAPHS - BUDGET REVIEW

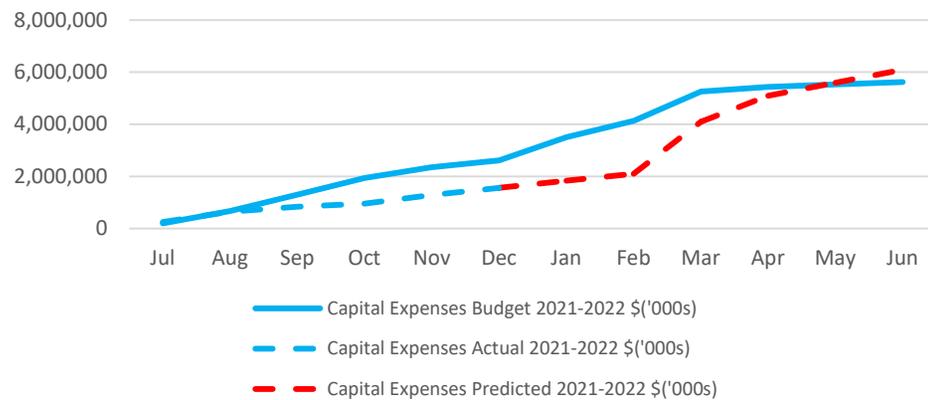
Operating Expenses



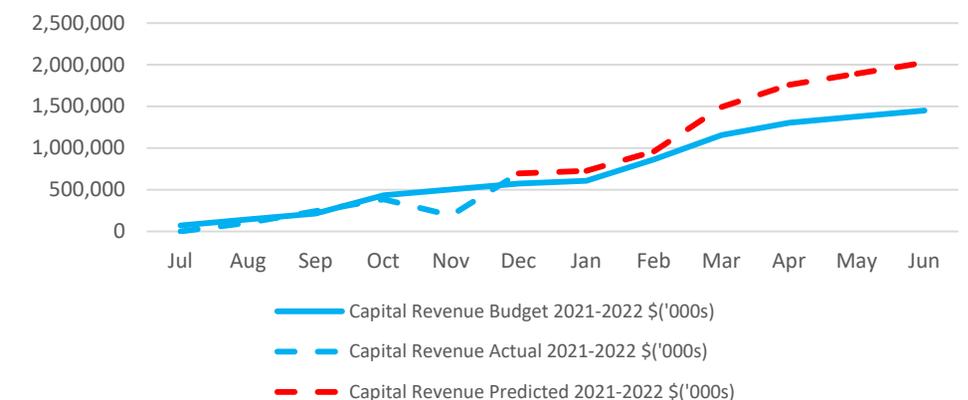
Operating Revenue



Capital Expenditure



Capital Revenue



This information is to be read in conjunction with the accompanying financial statements and notes.

3 NET CURRENT FUNDING POSITION EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

Operating activities excluded from budgeted deficiency

When calculating the budget deficiency for the purpose of Section 6.2 (2)(c) of the *Local Government Act 1995* the following amounts have been excluded as provided by *Local Government (Financial Management) Regulation 32* which will not fund the budgeted expenditure.

(a) Operating activities excluded from budgeted deficiency

The following non-cash revenue or expenditure has been excluded from operating activities within the Rate Setting Statement.

	Actual - Used for Budget 30 June 2021	Audited Actual 30 June 2021	Budget 30 June 2022	Actual 28 February 2022
Adjustments to operating activities			\$	\$
Less: Profit on asset disposals	(142,601)	(336,773)	(142,601)	(39,752)
Less: Movement in liabilities associated with restricted cash	0	(296,136)	0	
Add: Loss on asset disposals	10,400	279,984	10,400	6,981
Less: Amnerst Reducing Equity	0	0	0	(33,222)
Add: Depreciation on non-current assets	5,657,103	6,155,466	5,657,103	2,059,952
Non-cash amounts excluded from operating activities	5,524,902	5,802,541	5,524,902	1,993,959

(b) Investing activities excluded from budgeted deficiency

The following non-cash revenue or expenditure has been excluded from amounts attributable to investing activities within the Rate Setting Statement in accordance with *Financial Management Regulation 32*.

Adjustments to investing activities

Less: Movement in unspent non-operating grants liability	(46,168)	0	0	0
Non cash amounts excluded from investing activities	(46,168)	0	0	0

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Rate Setting Statement.

Adjustments to net current assets

Less: Restricted cash	(6,182,270)	(8,535,951)	(6,182,270)	(7,671,482)
Less : Current assets not expected to be received at end of year	1,212,019	124,637	1,212,019	124,637
Add: Trust - POS Liability		0	0	38,000
Add: Current portion of long term borrowings	(41,639)	280,754	(41,639)	141,246
Add: Current portion of lease liabilities	18,557	18,557	18,557	6,763
Add: Contract liability not expected to cleared at end of year	115,947	1,182,156	115,947	1,148,934
Add: Employee Provisions	0	671,397	0	671,397
Total adjustments to net current assets	(4,877,386)	(6,258,450)	(4,877,386)	(5,540,505)

(d) Composition of estimated net current assets

Current assets

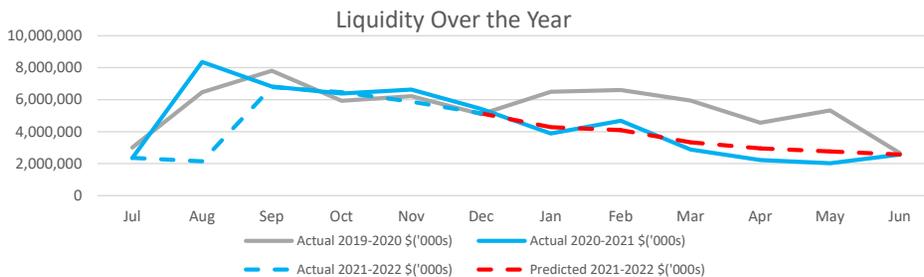
Cash unrestricted	3,003,346	732,752	3,003,346	795,942
Cash restricted	1,757,332	8,535,951	1,757,332	7,671,482
Financial assets - restricted reserves	4,481,106	4,481,106	4,481,106	4,481,106
Receivables - rates and rubbish	0	0	0	1,305,364
Receivables	2,681,199	2,881,512	2,681,199	2,076,748
Other current assets	1,363	1,363	1,363	0
Contract assets	0	281,875	0	
Inventories	11,442	11,442	11,442	22,471
	11,935,788	16,926,001	11,935,788	16,353,113

Less: current liabilities

Payables	(6,948,155)	(2,692,355)	(6,948,155)	(5,991,107)
Contract liabilities	(69,779)	(4,481,106)	(69,779)	(164,299)
Trust Fund Liabilities	(46,168)	0	(46,168)	0
Unspent contribution provision	0	(189,999)	0	0
Lease liabilities	(35,939)	(18,557)	(35,939)	(6,763)
Long term borrowings	41,639	(280,754)	41,639	(141,246)
Provisions	0	(671,397)	0	(671,397)
	(7,058,402)	(8,334,168)	(7,058,402)	(6,974,812)

Net current assets

	4,877,386	8,591,833	4,877,386	9,378,301
Less: Total adjustments to net current assets	(4,877,386)	(6,258,450)	(4,877,386)	(5,540,505)
Closing funding surplus / (deficit)	0	2,333,383	0	3,837,796



3 COMMENTS/NOTES - NET CURRENT FUNDING POSITION (CONTINUED)

SIGNIFICANT ACCOUNTING POLICIES

CASH AND CASH EQUIVALENTS

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

Bank overdrafts are shown as short term borrowings in current liabilities.

FINANCIAL ASSETS AT AMORTISED COST

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

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

TRADE AND OTHER RECEIVABLES

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

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

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

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

The Shire of Katanning applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

INVENTORIES

General

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

CONTRACT ASSETS

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

CURRENT AND NON-CURRENT CLASSIFICATION

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

TRADE AND OTHER PAYABLES

Trade and other payables represent liabilities for goods and services provided to the Shire of Katanning prior to the end of the financial year that are unpaid and arise when the Shire of Katanning becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

PREPAID RATES

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

EMPLOYEE BENEFITS

Short-Term Employee Benefits

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

The Shire of Katanning's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current of financial trade and other payables in the statement position. Shire of Katanning's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

PROVISIONS

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

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

CONTRACT LIABILITIES

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to be controlled by the Shire of Katanning are recognised as a liability until such time as the Shire of Katanning satisfies its obligations under the agreement.

4. PREDICTED VARIANCES

Comments/Reason for Variance	Variance \$	
	Permanent	Timing
4.1 OPERATING REVENUE (EXCLUDING RATES)		
4.1.1 FEES AND CHARGES		
<i>No longer sharing EHO Services with Shire of Kojonup</i>	(39,736)	
4.1.2 OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS		
<i>Community Capacity Building Grant, Art Project - Noongar Story, adjustment to prior year grants</i>	483,796	
4.1.6 INTEREST EARNINGS		0
4.1.7 OTHER REVENUE		
<i>Paid Parental leave, Overpayment Refund, FBT Refund, Fuel Tax Reimbursement, Amherst Deposit</i>	172,238	
4.1.8 PROFIT ON ASSET DISPOSAL		0
4.2 OPERATING EXPENSES		
4.2.1 EMPLOYEE COSTS		
<i>Saving of wages & associated employee costs, primarily in area of Ranger & EHO.</i>	128,722	
4.2.2 MATERIAL AND CONTRACTS		
<i>Reduced election expenses, additional costs for Ranger Contract, Pool Chemicals, Over Payment Refund, CCTV Upgrade, & Art Project - Noongar Story</i>	(465,662)	
4.2.3 UTILITY CHARGES		
<i>Water at KAC</i>	(10,000)	
4.2.4 DEPRECIATION (NON CURRENT ASSETS)		0
4.2.5 INTEREST EXPENSES		0
4.2.6 INSURANCE EXPENSES		
<i>Good driver rebate</i>	8,678	
4.2.7 OTHER EXPENDITURE		
4.2.8 LOSS ON ASSET DISPOSAL		0
4.3 CAPITAL REVENUE		
4.3.1 NON OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS		
<i>LRCIP Phase 1 & 3, Great Southern Aged Accommodation, reduction in Drought Funds relating to prior year</i>	565,460	
4.3.2 PROCEEDS FROM DISPOSAL OF ASSETS		
<i>77 Piesse St & Refuse Site demountable</i>	9,982	
4.3.3 PROCEEDS FROM NEW DEBENTURES		0
4.3.4 PROCEEDS FROM SALE OF INVESTMENT		0
4.3.5 PROCEEDS FROM ADVANCES		0
4.3.6 SELF-SUPPORTING LOAN PRINCIPAL		0
4.3.7 TRANSFER FROM RESERVES (RESTRICTED ASSETS)		
<i>Reduced amount from Election Reserve, additional Transfer from Leave Reserve</i>	17,033	
<i>Predicted Variances Carried Forward</i>	870,511	0

4. PREDICTED VARIANCES

Comments/Reason for Variance

	Variance \$	
	Permanent	Timing
Predicted Variances Brought Forward	870,511	0
4.4 CAPITAL EXPENSES		
4.4.1 LAND HELD FOR RESALE	0	
4.4.2 LAND AND BUILDINGS		
	<i>Community Capacity Building Project</i>	(180,000)
4.4.3 PLANT AND EQUIPMENT		
	<i>Driver Reviver Trailer</i>	(68,046)
4.4.4 FURNITURE AND EQUIPMENT		
4.4.5 INFRASTRUCTURE ASSETS - ROADS & FOOTPATHS		
	<i>Clive St & Synnott Avenue footpaths</i>	(225,000)
4.4.6 INFRASTRUCTURE ASSETS - OTHER	0	
4.4.7 PURCHASES OF INVESTMENT	0	
4.4.8 REPAYMENT OF DEBENTURES	0	
4.4.9 ADVANCES TO COMMUNITY GROUPS	0	
4.5 OTHER ITEMS		
4.5.10 TRANSFER TO RESERVES (RESTRICTED ASSETS)		
	<i>Additional transfer to Amherst Deposit Reserve, & Land & Building Reserve</i>	(270,460)
4.5.11 TRANSFER FROM RESERVES (RESTRICTED ASSETS)		
	<i>See 4.3.7</i>	
4.5.1 RATE REVENUE		
	<i>Rates writeoff</i>	(6,786)
4.5.2 OPENING FUNDING SURPLUS(DEFICIT)		(120,219)
4.5.3 NON-CASH WRITE BACK OF PROFIT (LOSS)	0	
Total Predicted Variances as per Annual Budget Review	0	0

5. BUDGET AMENDMENTS

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

GL Account Code	Description	Council Resolution	Classification	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance	Comments
				\$	\$	\$	\$	
	Budget Adoption		Opening Surplus/(Deficit)			(120,219)	(120,219)	
1101	Write off Rates	21/12/2021	Operating Revenue			(6,786)	(127,005)	Council Resolution
4264	Driver Reviver Trailer		Capital Expenses			(68,046)	(195,051)	No original Budget
222	Election Expenses		Operating Expenses		13,442		(181,609)	Lower cost of election
0343	Paid Parental Leave		Operating Expenses			(13,905)	(195,514)	Payment to staff - Government Scheme
1315	Paid Parental Leave		Operating Revenue		13,905		(181,609)	Offset by matching expenses
4703	Ranger Relief		Operating Expenses			(85,532)	(267,141)	Additional expenses due to Contract Ranger
6831	Pool Chemicals		Operating Expenses			(10,000)	(277,141)	Change in chemical to prolong life of equipment
6722	Pool Utilities		Operating Expenses			(10,000)	(287,141)	Water meter replacement - backlog of costs
8605	Overpayments - Refunds		Operating Expenses			(53,000)	(340,141)	No original Budget - Income & Expenses offset
8705	Overpayments - Refunds		Operating Revenue		53,000		(287,141)	No original Budget - Income & Expenses offset
ED23	Local Roads & Infrastructure Fund Phase 3	OC160/21	Capital Revenue		375,000		87,859	Council Resolution
C688	Clive Street Footpath	OC160/21	Capital Expenses			(110,000)	(22,141)	Council Resolution
C689	Synnot Avenue Footpath	OC160/21	Capital Expenses			(115,000)	(137,141)	Council Resolution
CC07	CCTV Town Upgrade	OC160/21	Operating Expenses			(150,000)	(287,141)	Council Resolution
1113	ATO Refund on FBT		Operating Revenue		16,737		(270,404)	Refund not anticipated
2224	Shared EHO Reimbursements		Operating Revenue			(39,736)	(310,140)	No longer sharing services with Shire of Kojonup
4333	Lotterywest Community Capacity Building Grant		Operating Revenue		180,000		(130,140)	No original Budget
	Community Capacity Building Project		Capital Expenses			(180,000)	(310,140)	No original Budget
8383	Fuel Tax Reimbursements		Operating Revenue		8,596		(301,544)	Additional rebate paid
	Disposal of 77 Piesse St & Refuse Site Demountable		Operating Revenue		9,982		(291,562)	No original Budget
1132	Administration - LSL Previous Employees		Operating Expenses			(5,368)	(296,930)	Past employee liability
1211	Insurance Scheme		Operating Expenses		8,678		(288,252)	Good Driver Rebate
2669	Great Southern Aged Accommodation		Capital Revenue		190,460		(97,792)	Additional Funds from Shire of B-T
2660	Heritage Centre Funds		Operating Revenue		180,572		82,780	No original Budget
	Art Project - Noongar Story		Operating Expenses			(180,572)	(97,792)	No original Budget
327	Employee Super (FPV)		Operating Expenses		3,360		(94,432)	Offset additional Ranger Costs
1622	Salary Costs (FPV)		Operating Expenses		26,102		(68,330)	Offset additional Ranger Costs
3370	Employee Super (ANI)		Operating Expenses		7,840		(60,490)	Offset additional Ranger Costs
1732	Salary Costs (ANI)		Operating Expenses		45,550		(14,940)	Offset additional Ranger Costs
6182	Uniforms		Operating Expenses		700		(14,240)	Offset additional Ranger Costs
6202	Training		Operating Expenses		1,980		(12,260)	Offset additional Ranger Costs
2082	Salary Costs (HAI)		Operating Expenses		21,000		8,740	Offset Shared EHO Reimbursements
2563	Amherst Deposit		Operating Revenue		80,000		88,740	See also Transfer to Reserve
ED18	Drought Funds		Capital Revenue			(200,000)	(111,260)	Received prior year
ED10	Tourism Grant		Operating Revenue		30,000		(81,260)	RED Round 2 Milestone 2
2703	Grant Income KLC		Operating Revenue		71,224		(10,036)	Contract Liability - Revenue not included in Budget
ED10	Vibrant Katanning		Operating Revenue		22,000		11,964	Contract Liability - Revenue not included in Budget
	Transfer from Election Reserve		Reserve Transfers			(13,442)	(1,478)	Lower cost of election - transfer not required
	Transfer from Leave Reserve		Reserve Transfers		30,475		28,997	To offset Long Service Leave payouts
	Transfer to Land & Building Reserve		Reserve Transfers			(190,460)	(161,463)	Additional Funds from Shire of B-T
	Transfer to Amherst Deposits Reserve		Reserve Transfers			(80,000)	(241,463)	Amherst Deposit
8002	Salaries - PWO		Operating Expenses		41,463		(200,000)	Delays in staff changeover
ED19	Local Roads & Infrastructure Fund Phase 1		Capital Revenue		200,000		0	Incorrect allocation of prior year funding
8410	Gross Salaries		Operating Expenses		113,115		113,115	Balancing for reduction in salaries
8500	LESS Gross Salaries Allocated		Operating Expenses			(113,115)	0	Balancing for reduction in salaries
				0	1,632,066	(1,632,066)	0	

Cash Position as per Council Resolution

Lease of portion of Lot 412, Katanning – Wanslea Early Learning and Development Ltd

Shire of Katanning

Wanslea Early Learning and Development Limited



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Details

Parties

Shire of Katanning

of PO Box 130, Katanning Western Australia
(**Lessor**)

Wanslea Early Learning and Development Limited

of 110 Scarborough Beach Road, Scarborough, Western Australia
(**Lessee**)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Lease:

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

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

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

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

CPI Review means the rent review process described in **clause 5.2**;

10.5.1

Commencement Date means the date of commencement of the Term specified in **Item 5** of the Schedule;

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

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

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

Fair Wear and Tear means the normal deterioration of property from ordinary, everyday use;

Further Term means the further term(s) specified in **Item 4** of the Schedule;

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

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act.

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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

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

Lessee’s Agents includes:

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

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

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

Lessor's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term, and includes without limitation the items (if any) listed in **Annexure 3**;

Maintenance Schedule means the maintenance and repair schedule annexed to this Lease as **Annexure 2**;

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

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

Permitted Purpose means the purpose set out in **Item 7** of the Schedule;

Premises means the area of the Land to be leased to the Lessee as more particularly described at **Item 2** of the Schedule;

Rent means the rent specified in **Item 6** of the Schedule as varied from time to time under this Lease;

Rent Review Date means a date identified in **Item 7** of the Schedule;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act.

Term means the term of years specified in **Item 3** of the Schedule; and

Termination means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;
- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over.

2. Grant of lease

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

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

3. Quiet enjoyment

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

4. Rent and other payments

4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 6** of the Schedule on and from the Commencement Date clear of any deductions.

4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges, the emergency services levy and the soil conservation levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee; and
 - (d) security charges or call out charges which, in the Lessor's reasonable opinion, relate to the Lessee, the Lessee's Agents or the Lessee's use of the Premises; and
 - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed, the Lessor will determine (acting reasonably) a proportionate amount payable by the Lessee in respect of the Premises and the Lessee must pay to the Lessor that amount within 14 days of receipt of a tax invoice from the Lessor.

4.3 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* (WA) and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;

- (b) any breach of covenant by the Lessee or the Lessee's Agents
- (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 4.3** or any matter arising out of this Lease.

4.4 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

4.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5. Rent review

5.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

5.2 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.
- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.

6. Insurance

6.1 Public Liability Insurance

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interests in the Premises) for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

6.2 Volunteer insurance and workers compensation insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

6.3 Contents Insurance

Where the Lessor so requires, the Lessee must effect and maintain contents insurance to cover the Lessee's fixtures, fittings, equipment, plate glass doors, and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

6.4 Building Insurance to be effected by Lessor

- (1) The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.
- (2) In respect of the insurance referred to in paragraph (1) above, the Lessee will be responsible for any insurance excess and similar cost which is imposed upon the Lessor by its insurer as a result of, or in any way related to the Lessee's use or occupation of the Premises.

6.5 Details and receipts

In respect of the insurances required by **clauses 6.1, 6.2 and 6.3** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

6.6 Payment of excess on insurance

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clauses 6.1, 6.2 and 6.3**.

6.7 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under this clause, or any adjoining premises, void or voidable;
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

6.8 Report

The Lessee must report to the Lessor promptly in writing and in an emergency verbally:

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

6.9 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 6.1, 6.2 and 6.3**.

6.10 Lessee's equipment and possessions

The Lessee acknowledges it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessee does not take any responsibility for the loss or damage of the Lessee's property.

7. Indemnity

7.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

7.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Environmental Contamination or pollution in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

7.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

7.4 No indemnity for Lessor's negligence

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

7.5 Release

- (1) The Lessee:
 - (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and

- (iii) any loss (including loss of profit) in anyway related to unavailability, breakdown, failure or defective operation of a mechanical service or any other service or in any way related to the repair and maintenance of the Premises or the Lessor's Fixtures and Fittings;
- (iv) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Premises or surrounding area

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

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

7.6 Limit of Lessor's liability

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the management body of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

8. Maintenance, repair and cleaning

8.1 Generally

- (1) Subject to **clauses 8.2 and 8.3**, the Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of Fair Wear and Tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
 - (b) in respect of any structural repair EXCEPT when such repair is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.
- (2) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (3) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

8.2 Maintenance Schedule

- (1) Notwithstanding any other provision of this Lease, the Lessee covenants and agrees to comply with and be responsible for those items listed as the responsibility of the Lessee/occupant in the Maintenance Schedule.
- (2) The Lessee and the Lessor agree that the provisions of the Maintenance Schedule, and responsibilities listed in the Maintenance Schedule, will prevail over any contrary provision in this Lease.

8.3 Acknowledgement

The Lessee acknowledges and agrees that the Lessor may have limited, or no, funds set aside within its budget for structural maintenance of the Premises, and as a consequence the Lessor will not be able to rectify any major maintenance or structural defect or problem unless it has sufficient monies set aside in its budget for such purpose and/or the Lessor's Council has approved such expenditure.

8.4 Cleaning

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

8.5 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

8.6 Responsibility for Securing the Premises

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

8.7 Surroundings and boundary fencing

- (1) Subject to any contrary provisions in the Maintenance Schedule, the Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon;
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense;
- (4) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.
- (5) The parties agree that if there is any boundary fencing located within the Premises (**Fencing**), the Lessor will bear responsibility for the maintenance, repair and replacement of such Fencing unless the requirement for such maintenance, repair or replacement arises because of an act or omission of the Lessee or the Lessee's Agents in which case the Lessee must promptly reimburse the Lessor for the costs of such maintenance, repair or replacement.

8.8 Lessor's Fixtures and Fittings

- (1) The Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.
- (2) The Lessor's Fixtures and Fittings must be present and accounted for at the termination of each twelve-month period of the Term.
- (3) The Lessor is not required to or responsible for replacing any item of the Lessor's Fixtures or Fittings.
- (4) The Lessee is responsible for replacing any specialist equipment items required for the Permitted Purpose.

8.9 Pest control

- (1) The Lessor will undertake at its cost regular pest control inspections.
- (2) The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

8.10 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises (and any structures or buildings constructed on the Premises).

8.11 Drains

- (1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

8.12 Acknowledgement of state of repair of Premises

- (1) The Lessee accepts the Premises and the Land in its present condition relying upon its own enquiries and investigations.
- (2) The Lessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

9. Alterations

9.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises; or
 - (e) subject to the performance of the Lessee's obligations in **clause 8**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

9.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 9.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
 - (ii) require that work be carried out in accordance with the Building Code of Australia; and
 - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 9.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

9.3 Cost of Works

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

9.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

10. Use

10.1 Restrictions on use

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

- (a)
 - (i) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
 - (ii) use the Premises for any purpose which is not permitted under any local planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous or illegal compound or substance on or in the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises;
- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor;
- (g) to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor; or
- (h) use the Premises as the residence or sleeping place of any person or for auction sales.

10.2 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

10.3 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

10.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this this clause.

11. Lessor's right of entry

11.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

11.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 11.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

12. Statutory obligations and notices

12.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Premises;

- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 10**;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

12.2 Safety & Testing Obligations

Subject to any contrary provision in the Maintenance Schedule, the Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that any fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the fittings comply with all statutory requirements and are safe for use.

12.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 12.1 and 12.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 12.1 and 12.2**.

12.4 No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

13. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and

- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

14. Default

14.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the permitted purpose for a six month period;
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

14.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 14.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 16**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

14.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

14.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

14.5 Essential Terms

Each of the Lessee's Covenants in **clauses 4** (Rent and Other Payments), **6** (Insurance), **7** (Indemnity), **8** (Maintenance, Repair and Cleaning), **10** (Use), **18** (No Assignment, Subletting and Charging) and **22** (Goods and Services Tax) are essential terms of this Lease but this clause **14.5** does not mean or imply that there are no other essential terms in this Lease.

14.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 14.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 14.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and

- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

15. Option to renew

If the Lessee at least three months, but not earlier than six months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in :
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,
- (c) the Lessor agrees in its absolute discretion to the grant of the Further Term,

the Lessor will grant to the Lessee a lease for the Further Term at the Rent and on the same terms and conditions other than this clause in respect of any Further Terms previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

16. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

17. Obligation on Termination

17.1 Restore premises

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

17.2 Peacefully surrender

On Termination the Lessee must:

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

17.3 Remove property prior to termination

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

17.4 Lessor can remove property on re-entry

- (1) On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.
- (2) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice (**Abandonment Notice**) requiring the Lessee to remove all fittings, plant, equipment or other articles not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have seven (7) days within which to remove all Remaining Items and failing removal within that seven (7) day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed of at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

17.5 Clause to survive termination

The Lessee's obligations under this clause shall survive Termination.

18. No Assignment, sub-letting and charging

18.1 No Assignment or Subletting

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, mortgage, charge, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease.

18.2 Property Law Act 1969

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

18.3 No mortgage or charge

The Lessee must not mortgage nor charge the Land.

19. Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be unfit for the occupation and use of the Lessee, either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

20. Alcohol

20.1 Consumption of alcohol

The Lessee covenants and agrees:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a licence or permit under the *Liquor Control Act 1988* for the Premises or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

20.2 Liquor licence

The Lessee covenants and agrees that if a licence or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 9** shall apply;
- (b) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit) to the Lessor as soon as practicable after the date of grant; and
- (c) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988* and *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

21. Disputes

21.1 Referral of Dispute: Phase 1

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

21.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 21.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Lessee for the purpose of resolving the dispute.

21.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 21.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial*

Arbitration Act 2012 (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

21.4 Payment of Amounts Payable to Date of Award

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

22. Goods and services tax

22.1 Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Land or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

22.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 22.1(b)**.

22.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 22.2** the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

23. Notice

23.1 Form of delivery

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

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

23.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 23.1(b)**, on the fourth business day following the date of posting of the Notice.

23.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

24. General Provisions

24.1 Caveat

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat at Landgate against the certificate of title to the Premises.

24.2 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

- (a) if the Lessor consents to any matter referred to in this Lease, the Lessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Lessor consents to any matter referred to in this Lease, the Lessee must, to the reasonable satisfaction of the Lessor, comply with any condition imposed by the Lessor.

24.3 Acts by agents

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

24.4 Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

24.5 Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

24.6 Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

24.7 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

24.8 Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

24.9 Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

24.10 Non Disparagement

The Parties shall refrain from:

- (a) making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks and derogatory statements or comments made to anyone with respect to the other Party; and
- (b) making a public or non-confidential statement relating to a claim or complaint against the other Party to this Lease without first obtaining that Party's consent.

24.11 Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

24.12 Interpretation

In this Lease, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;

10.5.1

- (ii) the plural include the singular; and
 - (iii) any gender include each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements or consolidations of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an the Lessee or any person authorised by the Lessee; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;

(m) Except in the Schedule headings do not affect the interpretation of this Lease.

25. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 10** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 10** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land

Lot 412 on Deposited Plan 222683 being the whole of the land comprised in Certificate of Title Volume 2119 Folio 982.

Item 2 Premises

That part of the Land depicted on the plan annexed hereto as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 3 Term

3 years commencing on the Commencement Date.

Item 4 Further Term

3 years.

Item 5 Commencement Date

17 March 2022.

Item 6 Rent

\$1,000 plus GST per annum payable in advance, with the first payment due on the Commencement Date, and reviewed annually in accordance with the terms of this Lease.

Item 7 Rent Review Date

A CPI Review is to be undertaken on each anniversary of the Commencement Date for each year of the Term (including any Further Term and period of holding over, if applicable).

Item 8 Permitted Purpose

Early childhood education and care and uses reasonably ancillary thereto

Item 9 Public Liability Insurance

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

Item 10 Additional terms and conditions

10.1 Hire

- (1) The Lessee may hire out the Premises or any part thereof PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the rates of hire are consistent with the Lessor's community hire rates for similar facilities, as amended by the Lessor from time to time;
 - (c) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
 - (d) the hirer has appropriate insurances (including in particular public liability insurance) and the Lessee has obtained copies of the certificates of currency for such insurances prior to the hire taking place.
- (2) For the purposes of this Lease, "hire" means any hire of the Premises by the Lessee to a third party for a temporary or short-term period of time and does not include any formal transfer, assignment or sublicence of the Premises.
- (3) The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period

10.2 Lessee responsible for playground facilities

The Lessee agrees with the Lessor to be responsible for cleaning of the playground facilities located on the Premises.

Signing page

EXECUTED by the parties as a Deed

2022

The COMMON SEAL of the SHIRE OF KATANNING was hereunto affixed in the presence of –

Signature of President

Full Name of President

Signature of Chief Executive Officer

Full name of Chief Executive Officer

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED
on behalf of WANSLEA EARLY LEARNING
AND DEVELOPMENT LTD
in accordance with its Rules:



Authorised Representative

Carmel Wilkinson

Full Name of Authorised Representative



Authorised Representative

Liane Papaelias

Full Name of Authorised Representative

Annexure 1 – Sketch of Premises



Annexure 2 – Maintenance Schedule

If this Maintenance Schedule is silent, the provisions of the Lease will apply.

If an item of repair, maintenance or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee Agents, or by the Lessee's particular use or occupancy of the Premises, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents, the Lessor may require, by written notice to the Lessee, that the Lessee be fully responsible for the costs of such repair, maintenance or replacement.

General Responsibilities

- Removal of excess rubbish;
- Repairs and replacement of light bulbs and tubes;
- Replacement of window glass resulting from internal impacts;
- Repair of all plumbing, such as: washer replacements, leaking taps, blockages, tapware, toilet cisterns;
- Removal of internal graffiti where no break in has occurred and repaint if necessary;
- Replacement of lost/stolen air conditioning control units;
- Repair damage to any fitting, doors, door handles, door hinges, floor covering, wall, ceiling, installation, equipment etc. which have been damaged as a result of incidental or malicious actions, or negligence as determined by Shire's Property Condition Report;
- Replacement keys if lost or stolen including locks if replaced must be arranged by the Shire; and
- Professional carpet cleaning bi-annually.

Annexure 3 – Lessor's Fixtures and Fittings The Lessor's fixtures and fittings include (but not limited to) the following:

- 5 x Panasonic Airconditioners
- 1 x Rheem Hot Water System
- 1 x Westinghouse Oven
- Vinyl and carpeting throughout the building



Katanning - Compliance Audit Return 2021

Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government, Sport and Cultural Industries together with a copy of the relevant minutes.

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a) F&G Regs 7,9,10	Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2021?	N/A		Denise Gobbart
2	s3.59(2)(b) F&G Regs 7,8A, 8, 10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2021?	N/A	October 2018 - For project commenced 2019	Denise Gobbart
3	s3.59(2)(c) F&G Regs 7,8A, 8,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2021?	N/A	October 2018 - For project commenced 2019	Denise Gobbart
4	s3.59(4)	Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2021?	N/A		Denise Gobbart
5	s3.59(5)	During 2021, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?	N/A		Denise Gobbart



Delegation of Power/Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16	Were all delegations to committees resolved by absolute majority?	N/A	No delegation to committees	Denise Gobbart
2	s5.16	Were all delegations to committees in writing?	N/A		Denise Gobbart
3	s5.17	Were all delegations to committees within the limits specified in section 5.17?	N/A		Denise Gobbart
4	s5.18	Were all delegations to committees recorded in a register of delegations?	N/A		Denise Gobbart
5	s5.18	Has council reviewed delegations to its committees in the 2020/2021 financial year?	N/A		Denise Gobbart
6	s5.42(1) & s5.43 Admin Reg 18G	Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Act?	Yes		Denise Gobbart
7	s5.42(1)	Were all delegations to the CEO resolved by an absolute majority?	Yes	22 June 2021	Denise Gobbart
8	s5.42(2)	Were all delegations to the CEO in writing?	Yes		Denise Gobbart
9	s5.44(2)	Were all delegations by the CEO to any employee in writing?	Yes		Belinda Knight
10	s5.16(3)(b) & s5.45(1)(b)	Were all decisions by the council to amend or revoke a delegation made by absolute majority?	N/A		Denise Gobbart
11	s5.46(1)	Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?	Yes		Denise Gobbart
12	s5.46(2)	Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2020/2021 financial year?	Yes	22 June 2021	Denise Gobbart
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Admin Reg 19?	Yes		Denise Gobbart

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?	Yes		Belinda Knight



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No	Reference	Question	Response	Comments	Respondent
2	s5.68(2) & s5.69 (5) Admin Reg 21A	Were all decisions regarding participation approval, including the extent of participation allowed and, where relevant, the information required by Admin Reg 21A, recorded in the minutes of the relevant council or committee meeting?	N/A		Belinda Knight
3	s5.73	Were disclosures under section sections 5.65, 5.70 or 5.71A(3) recorded in the minutes of the meeting at which the disclosures were made?	Yes		Belinda Knight
4	s5.75 Admin Reg 22, Form 2	Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?	Yes	See file GV.RR.1	Belinda Knight
5	s5.76 Admin Reg 23, Form 3	Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2021?	Yes	See file GV.RR.1	Belinda Knight
6	s5.77	On receipt of a primary or annual return, did the CEO, or the mayor/president, give written acknowledgment of having received the return?	Yes	See file GV.RR.1	Belinda Knight
7	s5.88(1) & (2)(a)	Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76?	Yes		Belinda Knight
8	s5.88(1) & (2)(b) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A, in the form prescribed in Admin Reg 28?	Yes		Belinda Knight
9	s5.88(3)	When a person ceased to be a person required to lodge a return under sections 5.75 and 5.76, did the CEO remove from the register all returns relating to that person?	Yes		Belinda Knight
10	s5.88(4)	Have all returns removed from the register in accordance with section 5.88(3) been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?	Yes		Belinda Knight
11	s5.89A(1), (2) & (3) Admin Reg 28A	Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B, in the form prescribed in Admin Reg 28A?	Yes		Denise Gobbart
12	s5.89A(5) & (5A)	Did the CEO publish an up-to-date version of the gift register on the local government's website?	Yes		Denise Gobbart
13	s5.89A(6)	When a person ceases to be a person who is required to make a disclosure under section 5.87A or 5.87B, did the CEO remove from the register all records relating to that person?	Yes		Belinda Knight



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No	Reference	Question	Response	Comments	Respondent
14	s5.89A(7)	Have copies of all records removed from the register under section 5.89A (6) been kept for a period of at least five years after the person ceases to be a person required to make a disclosure?	Yes		Belinda Knight
15	Rules of Conduct Reg 11(1), (2) & (4)	Where a council member had an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person, did they disclose the interest in accordance with Rules of Conduct Reg 11(2)?* *Question not applicable after 2 Feb 2021	Yes		Belinda Knight
16	Rules of Conduct Reg 11(6)	Where a council member disclosed an interest under Rules of Conduct Reg 11(2) was the nature of the interest recorded in the minutes?*	Yes		Belinda Knight
		*Question not applicable after 2 Feb 2021			
17	s5.70(2) & (3)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?	N/A		Belinda Knight
18	s5.71A & s5.71B (5)	Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under s5.71A(1) relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?	N/A		Belinda Knight
19	s5.71B(6) & s5.71B(7)	Was any decision made by the Minister under subsection 5.71B(6) recorded in the minutes of the council meeting at which the decision was considered?	N/A		Belinda Knight
20	s5.103 Admin Regs 34B & 34C	Has the local government adopted a code of conduct in accordance with Admin Regs 34B and 34C to be observed by council members, committee members and employees?*	Yes		Belinda Knight
		*Question not applicable after 2 Feb 2021			
21	Admin Reg 34B(5)	Has the CEO kept a register of notifiable gifts in accordance with Admin Reg 34B(5)?*	Yes	Nil gifts	Belinda Knight
		*Question not applicable after 2 Feb 2021			



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No	Reference	Question	Response	Comments	Respondent
22	s5.104(1)	Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates within 3 months of the prescribed model code of conduct coming into operation (3 February 2021)?	Yes	27/04/2021	Belinda Knight
23	s5.104(3) & (4)	Did the local government adopt additional requirements in addition to the model code of conduct? If yes, does it comply with section 5.104(3) and (4)?	No		Belinda Knight
24	s5.104(7)	Did the CEO publish an up-to-date version of the adopted code of conduct on the local government's website?	Yes		Belinda Knight
25	s5.51A(1) & (3)	Did the CEO prepare, and implement and publish an up-to-date version on the local government's website, a code of conduct to be observed by employees of the local government?	Yes		Belinda Knight

Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) (unless section 3.58(5) applies)?	Yes	77 Piesse Street Katanning	Denise Gobbart
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property?	Yes	Published in the Great Southern Herald	Denise Gobbart



Elections					
No	Reference	Question	Response	Comments	Respondent
1	Elect Regs 30G(1) & (2)	Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate?	Yes		Denise Gobbart
2	Elect Regs 30G(3) & (4)	Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years?	N/A		Belinda Knight
3	Elect Regs 30G(5) & (6)	Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with Elect Reg 30G(6)?	No	Published March 2022	Belinda Knight



Finance					
No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act?	Yes	Established 19 October 2021	Denise Gobbart
2	s7.1B	Where the council delegated to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority?	N/A	No Delegations	Denise Gobbart
3	s7.9(1)	Was the auditor's report for the financial year ended 30 June 2021 received by the local government by 31 December 2021?	Yes	21 December 2021	Denise Gobbart
4	s7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?	Yes	Fixed Asset Register Reconciliations are being undertaken regularly	Denise Gobbart
5	s7.12A(4)(a) & (4)(b)	Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters? Was a copy of the report given to the Minister within three months of the audit report being received by the local government?	No		Denise Gobbart
6	s7.12A(5)	Within 14 days after the local government gave a report to the Minister under s7.12A(4)(b), did the CEO publish a copy of the report on the local government's official website?	N/A		Denise Gobbart
7	Audit Reg 10(1)	Was the auditor's report for the financial year ending 30 June received by the local government within 30 days of completion of the audit?	Yes	Audit Exit Meeting 16 Dec 2021 report received 21 Dec 2021	Denise Gobbart



Integrated Planning and Reporting					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 19C	Has the local government adopted by absolute majority a strategic community plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	Adopted 28/11/2017 Desktop review adopted 24/04/2019. New SCP currently being reviewed	Denise Gobbart
2	Admin Reg 19DA (1) & (4)	Has the local government adopted by absolute majority a corporate business plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	Adopted 24 April 2018 No further review undertaken	Denise Gobbart
3	Admin Reg 19DA (2) & (3)	Does the corporate business plan comply with the requirements of Admin Reg 19DA(2) & (3)?	No	Corporate Business Plan to be fully reviewed prior to 30 June 2022	Denise Gobbart

Local Government Employees					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve a process to be used for the selection and appointment of the CEO before the position of CEO was advertised?	N/A		Denise Gobbart
2	s5.36(4) & s5.37 (3) Admin Reg 18A	Were all CEO and/or senior employee vacancies advertised in accordance with Admin Reg 18A?	Yes	Executive Manager Infrastructure & Assets	Denise Gobbart
3	Admin Reg 18E	Was all information provided in applications for the position of CEO true and accurate?	N/A		Denise Gobbart
4	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4)?	N/A		Denise Gobbart
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss senior employee?	Yes	Executive Manager Infrastructure & Assets	Denise Gobbart
6	s5.37(2)	Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?	N/A		Denise Gobbart



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Official Conduct					
No	Reference	Question	Response	Comments	Respondent
1	s5.120	Has the local government designated a senior employee as defined by section 5.37 to be its complaints officer?	No		Denise Gobbart
2	s5.121(1) & (2)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that resulted in a finding under section 5.110(2)(a)? Does the complaints register include all information required by section 5.121 (2)?	Yes		Denise Gobbart
3	s5.121(3)	Has the CEO published an up-to-date version of the register of the complaints on the local government's official website?	Yes		Denise Gobbart



Optional Questions					
No	Reference	Question	Response	Comments	Respondent
1	Financial Management Reg 5 (2)(c)	Did the CEO review the appropriateness and effectiveness of the local government's financial management systems and procedures in accordance with Financial Management Reg 5(2)(c) within the three years prior to 31 December 2021? If yes, please provide the date of council's resolution to accept the report.	No	Completed April 2017	Denise Gobbart
2	Audit Reg 17	Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Audit Reg 17 within the three years prior to 31 December 2021? If yes, please provide date of council's resolution to accept the report.	Yes	Completed June 2020 by Advant Edge Consulting	Denise Gobbart
3	s5.87C	Where a disclosure was made under sections 5.87A or 5.87B, was the disclosure made within 10 days after receipt of the gift? Did the disclosure include the information required by section 5.87C?	N/A	No gifts disclosed	Denise Gobbart
4	s5.90A(2) & (5)	Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events ?	Yes	23 November 2021	Denise Gobbart
5	s5.96A(1), (2), (3) & (4)	Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4)?	Yes		Belinda Knight
6	s5.128(1)	Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?	Yes	23 November 2021	Denise Gobbart
7	s5.127	Did the local government prepare a report on the training completed by council members in the 2020/2021 financial year and publish it on the local government's official website by 31 July 2021?	Yes	Published 15 July 2021	Denise Gobbart
8	s6.4(3)	By 30 September 2021, did the local government submit to its auditor the balanced accounts and annual financial report for the year ending 30 June 2021?	Yes		Denise Gobbart
9	s.6.2(3)	When adopting the annual budget, did the local government take into account all it's expenditure, revenue and income?	Yes		Denise Gobbart



Tenders for Providing Goods and Services					
No	Reference	Question	Response	Comments	Respondent
1	F&G Reg 11A(1) & (3)	Did the local government comply with its current purchasing policy [adopted under F&G Reg 11A(1) & (3)] in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, \$250,000 or less or worth \$250,000 or less?	Yes		Belinda Knight
2	s3.57 F&G Reg 11	Subject to F&G Reg 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in F&G Reg 11(1)?	Yes		Belinda Knight
3	F&G Regs 11(1), 12(2), 13, & 14(1), (3), and (4)	When regulations 11(1), 12(2) or 13 required tenders to be publicly invited, did the local government invite tenders via Statewide public notice in accordance with F&G Reg 14(3) and (4)?	Yes		Belinda Knight
4	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than a single contract?	N/A		Belinda Knight
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer notice of the variation?	N/A		Belinda Knight
6	F&G Regs 15 & 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of F&G Regs 15 and 16?	Yes		Belinda Knight
7	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?	Yes		Belinda Knight
8	F&G Reg 18(1)	Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?	N/A		Belinda Knight
9	F&G Reg 18(4)	Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?	N/A		Belinda Knight
10	F&G Reg 19	Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?	Yes		Belinda Knight



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No	Reference	Question	Response	Comments	Respondent
11	F&G Regs 21 & 22	Did the local government's advertising and expression of interest processes comply with the requirements of F&G Regs 21 and 22?	N/A		Belinda Knight
12	F&G Reg 23(1) & (2)	Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?	N/A		Belinda Knight
13	F&G Reg 23(3) & (4)	Were all expressions of interest that were not rejected under F&G Reg 23 (1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?	N/A		Belinda Knight
14	F&G Reg 24	Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with F&G Reg 24?	N/A		Belinda Knight
15	F&G Regs 24AD(2) & (4) and 24AE	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with F&G Reg 24AD(4) and 24AE?	N/A		Belinda Knight
16	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?	N/A		Belinda Knight
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of F&G Reg 16, as if the reference in that regulation to a tender were a reference to a pre-qualified supplier panel application?	N/A		Belinda Knight
18	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of F&G Reg 24AG?	N/A		Belinda Knight
19	F&G Reg 24AH(1)	Did the local government reject any applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?	N/A		Belinda Knight
20	F&G Reg 24AH(3)	Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?	N/A		Belinda Knight
21	F&G Reg 24AI	Did the CEO send each applicant written notice advising them of the outcome of their application?	N/A		Belinda Knight



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No	Reference	Question	Response	Comments	Respondent
22	F&G Regs 24E & 24F	Where the local government gave regional price preference, did the local government comply with the requirements of F&G Regs 24E and 24F?	N/A		Belinda Knight

I certify this Compliance Audit Return has been adopted by council at its meeting on _____

Signed Mayor/President, Katanning

Signed CEO, Katanning