



Shire of
Katanning
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DRAFT
LOCAL PLANNING SCHEME No. 5

8 December 2015

Shire of Katanning

Local Planning Scheme No. 5

The Shire of Katanning under the powers conferred by the *Planning and Development Act* 2005 makes the following Local Planning Scheme.

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Part 1 — Preliminary

1. Citation

This local planning scheme is the Shire of Katanning Scheme No 5.

2. Commencement

Under section 87(4) of the Act, this local planning scheme comes into operation on the day on which it is published in the *Gazette*.

3. Scheme revoked

The following local planning scheme is revoked —

Scheme	Gazettal Date
Shire of Katanning Town Planning Scheme No. 4	9 January 1998

4. Notes do not form part of Scheme

Notes, and instructions printed in italics, do not form part of this Scheme.

Note: The *Interpretation Act 1984* section 32 makes provision in relation to whether headings form part of the written law.

5. Responsibility for Scheme

The Shire of Katanning is the local government responsible for the enforcement and implementation of this Scheme and the execution of any works required to be executed under this Scheme.

6. Scheme area

This Scheme applies to the area shown on the Scheme Map, which covers the entire Local Government district of the Shire of Katanning.

7. Contents of Scheme

- (1) In addition to the provisions set out in this document (the *scheme text*), this Scheme includes the following —
 - (a) the deemed provisions (set out in the *Planning and Development (Local Planning Schemes) Regulations 2015* Schedule 2);
 - (b) the Scheme Maps (Sheets 1 -9)
- (2) This Scheme is to be read in conjunction with any local planning strategy for the Scheme area.

8. Purposes of Scheme

The purposes of this Scheme are to —

- (a) set out the local government's planning aims and intentions for the Scheme area; and
- (b) set aside land as local reserves for public purposes; and
- (c) zone land within the Scheme area for the purposes defined in this Scheme; and
- (d) control and guide development including processes for the preparation of structure plans, activity centre plans and local development plans; and
- (e) set out procedures for the assessment and determination of development applications; and
- (f) set out procedures for contributions to be made for the costs of providing infrastructure in connection with development through development contribution plans; and
- (g) make provision for the administration and enforcement of this Scheme; and
- (h) address other matters referred to in Schedule 7 of the Act.

9. Aims of Scheme

The aims of this Scheme are to —

- (a) Strategic Land Supply
Promote and facilitate the planned expansion of the Katanning townsite.
- (b) Community Growth and Diversity
Provide opportunities for growth of the Katanning townsite and reinforce its status as a regional centre to accommodate a growing and diverse community with a strong sense of place, heritage and achievement.
- (c) Economic Growth
Strengthen and diversify the Shire of Katanning's economic base by providing an overall pattern of land use and development flexibility that supports existing businesses and provides for expansion of the economic base by encouraging new business and industry.
- (d) Residential Density and Housing Diversity
Provide for a variety of residential densities and housing options.
- (e) Agriculture and Rural Land Use
Protect rural land for agricultural production and provide for a broad range of rural and ancillary land use opportunities.
- (f) Heritage
Provide for the recognition and preservation of areas, places and objects of cultural and heritage significance.
- (g) Environmental Values
Protect the natural environment and provide for the sustainable use of all natural resources (soil, water and air).

10. Relationship with local laws

Where a provision of this Scheme is inconsistent with a local law, the provision of this Scheme prevails to the extent of the inconsistency.

11. Relationship with other local planning schemes

There are no other local planning schemes of the Shire of Katanning. which apply to the Scheme area.

12. Relationship with region planning scheme

There are no region planning schemes which apply to the Scheme area.

Part 2 — Reserves

13. Regional Reserves

There are no regional reserves in the Scheme area.

14. Local reserves

- (1) In this clause —
Department of Main Roads means the department principally assisting in the administration of the *Main Roads Act 1930*;
Western Australian Road Hierarchy means the document of that name available on the website maintained by the Department of Main Roads.
- (2) Local reserves are shown on the Scheme Map according to the legend on the Scheme Map.
- (3) The objectives of each local reserve are as follows —

Table 1— Reserve objectives

Reserve name	Objectives
Public Open Space	<ul style="list-style-type: none">• To set aside areas for public open space, particularly those established under the <i>Planning and Development Act 2005</i> s. 152.• To provide for a range of active and passive recreation uses such as recreation buildings and courts and associated car parking and drainage.
Public Purposes	<ul style="list-style-type: none">• To provide for a range of essential physical and community infrastructure.
Railways	<ul style="list-style-type: none">• To set aside land required for passenger rail and rail freight services.
Primary Distributor Road	<ul style="list-style-type: none">• To set aside land required for a primary distributor road being a road classified as a Regional Distributor or Primary Distributor under the Western Australian Road Hierarchy.
Local Road	<ul style="list-style-type: none">• To set aside land required for a local road being a road classified as an Access Road under the Western Australian Road Hierarchy.

15. Additional uses for local reserves

There are no additional uses for land in local reserves that apply to this Scheme.

Part 3 — Zones and use of land

16. Zones

- (1) Zones are shown on the Scheme Map according to the legend on the Scheme Map.
- (2) The objectives of each zone are as follows —

Table 2— Zone objectives

Zone name	Objectives
Residential	<ul style="list-style-type: none"> • To provide for a range of housing and a choice of residential densities to meet the needs of the town and its anticipated growth in population. • To facilitate and encourage high quality design, built form and streetscapes throughout residential areas that <ul style="list-style-type: none"> - Maintains the character and amenity of established residential areas and ensures that new development, including alterations and additions, is sympathetic with the character and amenity of those areas; - Incorporates energy efficient design principles; and - Where appropriate, facilitates ageing in place through the incorporation of adaptable housing design • To provide for a range of non-residential uses, which are compatible with and complementary to residential development.
Urban Development	<ul style="list-style-type: none"> • To provide an intention of future land use and a basis for more detailed structure planning in accordance with the provisions of this Scheme. • To provide for a range of residential densities to encourage a variety of residential accommodation. • To provide for the progressive and planned development of future urban areas for residential purposes and for commercial and other uses normally associated with residential development. • To provide for sustainable urban consolidation and expansion of the Katanning townsite. • To designate land considered generally suitable for future urban development and to prevent such land being used or developed in a manner which could prejudice its possible future use for planned urban development. • To provide for the sustainable development of land in an orderly staged manner with appropriate levels of physical infrastructure and human services. • To provide a suitable interface between rural and residential land uses.
Special Residential	<ul style="list-style-type: none"> • To provide for lot sizes in the range of 2,000 m² and 1 ha. • To ensure development is sited and designed to achieve an integrated and harmonious character. • To set aside areas where the retention of vegetation and landform or other features which distinguish the land, warrant a larger residential lot size than that expected in a standard residential zone.

Rural	<ul style="list-style-type: none"> • To provide for the maintenance or enhancement of specific local rural character. • To protect broad acre agricultural activities such as cropping and grazing and intensive uses such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use. • To maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage. • To provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the Rural zone. • To provide for a range of non-rural land uses where they have demonstrated benefit and are compatible with surrounding rural uses.
Rural Residential	<ul style="list-style-type: none"> • To provide for lot sizes in the range of 1 ha to 4 ha. • To provide opportunities for a range of limited rural and related ancillary pursuits on rural-residential lots where those activities will be consistent with the amenity of the locality and the conservation and landscape attributes of the land and avoid off-site impacts such as nutrient loss, drainage and/or potential conflicts with adjoining land uses. • To set aside areas for the retention of vegetation and landform or other features which distinguish the land. • To provide for a suitable level of physical and community infrastructure.
Rural Smallholdings	<ul style="list-style-type: none"> • To provide for lot sizes in the range of 6 ha to 40 ha in close proximity to the Katanning townsite. • To provide for a limited range of rural land uses where part-time and full-time income may be derived on individual lots from speciality agricultural production and small scale value adding activities and where those activities will be consistent with the amenity of the locality and the conservation and landscape attributes of the land. • To set aside areas for the retention of vegetation and landform or other features which distinguish the land.
General Industry	<ul style="list-style-type: none"> • To provide for a broad range of industrial, service and storage activities which, by the nature of their operations, should be isolated from residential and other sensitive land uses. • To allow for the continuation of existing industries and provide for the establishment of new industries that contribute to Katanning's and the region's economic growth. • To encourage manufacturing and processing using produce from the region. • To take advantage of the attributes of location, availability of services and transport facilities servicing Katanning and the region. • To discourage non-industry uses that may constrain industrial activities. • To accommodate industry that would not otherwise comply with the performance standards of light industry. • Seek to manage impacts such as noise, dust and odour within the zone.
Industrial Development	<ul style="list-style-type: none"> • To designate land for future industrial development. • To provide a basis for future detailed planning in accordance with the structure planning provisions of this Scheme.

Commercial	<ul style="list-style-type: none"> • To provide for a range of shops, offices, restaurants and other commercial outlets focussed on Clive Street and Austral Terrace that increase activity and contribute to the town's regional centre status . • To maintain the compatibility with the general streetscape, for all new buildings in terms of scale, height, style, materials, street alignment and design of facades. • To ensure that development is not detrimental to the amenity of adjoining owners or residential properties in the locality and, in particular, <ul style="list-style-type: none"> (a) Promotes the renovation, adaptation and re-use of recognised heritage buildings and places; (b) Incorporates spaces for street furniture, public art, social interaction and activities that add vibrancy to the town; (c) Provides for weather protection for pedestrians along footpaths; (d) Provides for efficient and safe movement and parking of vehicles; (e) Incorporates landscaping of the lots and car parking areas.
Enterprise Zone	<ul style="list-style-type: none"> • To provide employment by facilitating opportunities for a range of light, service and cottage industries, home businesses and other low impact uses in an area where people can live and work on the same property. • To provide opportunities for the establishment of small scale, commercial enterprises which are incidental to and compatible with residential uses. • To establish a transitional zone between areas set aside for residential purposes and other land developed or to be developed for industrial purposes so as to preserve the amenity of residential areas. • To support the reconstruction of single houses in the event of accidental destruction. • To recognise and improve the amenity of existing residential development.

(3) Development requirements applying to particular zones are as follows —

Table 3— Development Requirements applying to particular zones

Zone Name	Additional Provisions
Urban Development	<p>(1) Prior to the Local Government granting approval to any development or supporting any proposal for subdivision or development of land within the Urban Development Zone, other than development and minor changes in the use of land outlined in (2) below, a Structure Plan shall be prepared and approved .</p> <p>(2) Notwithstanding the provisions of (1) above, within the Urban Development Zone the Local Government may consider the establishment of those uses in accordance with the zoning table prior to the completion and endorsement of a structure plan.</p> <p>(3) Where a Structure Plan has been endorsed by the Local Government and the Western Australian Planning Commission, the land to which the Structure Plan applies shall be developed generally in accordance with the Structure Plan.</p>
Special Residential	Development within the Special Residential zone shall accord with the special provisions set out in Schedule 1.

Rural	<p>(1) Site and Development Requirements</p> <p>The Local Government may permit a maximum of one ancillary dwelling, caretaker's dwelling or farm worker's accommodation to be developed in addition to a single house, subject to the following requirements being met:</p> <ul style="list-style-type: none"> (a) The applicant demonstrating the need for the accommodation based upon the existing approved agricultural use operating on the premises; (b) Occupation of the accommodation is restricted to persons directly employed by the proprietor/manager of the business or activity carried out on the lot, and their immediate family; and (c) The accommodation is clustered around the single house or other farm buildings on the land to enable the sharing of infrastructure servicing. <p>(2) Building Setback, Design, Materials and Colours</p> <ul style="list-style-type: none"> (a) The following minimum building setbacks apply: <ul style="list-style-type: none"> Front Boundary: 50m Side Boundary: 15m Rear Boundary: 15m (b) No dwelling shall exceed the maximum building heights set out in Category B of the R-Codes. (c) All dwellings, outbuildings and other structures (such as patios, pergolas, gazebos etc) shall be designed and constructed of materials which allow them to blend in with existing buildings and the landscape of the site.
Rural Residential	<p>The following general provisions shall apply to all development within the Rural Residential zone, in addition to any special provisions set out in Schedule 2 which are specifically applicable to that land:</p> <p>(1) Planning Approval</p> <p>Notwithstanding any other requirement of the Scheme for any lot within the Rural Residential Zone, planning approval is required for all development including a Single House.</p> <p>(2) Building Setback, Design, Materials and Colours</p> <ul style="list-style-type: none"> (a) The following minimum building setbacks apply: <ul style="list-style-type: none"> Front Boundary: 15m Side Boundary: 10m Rear Boundary: 10m (b) The Local Government may permit variations to the building setback, where it is satisfied that the modification: <ul style="list-style-type: none"> (i) Is consistent with the objectives for the zone; (ii) Preserves areas of remnant vegetation, creek lines and other areas of environmental significance; (iii) Provides sufficient area for the development of any low fuel zone and/or hazard separation area on the lot; (iv) Is required due to the topography or shape of the lot; and (v) Will have no adverse impact on the amenity of existing residences on adjoining lots. <p>(3) A single house shall not exceed the maximum building heights set out in Category B of the R-Codes.</p> <p>(4) All dwellings, outbuildings and other structures (such as patios, pergolas, gazebos etc) shall be designed and constructed of non-reflective material (with the exception of glazed areas) and shall comprise either timber, stone, rammed earth, brick or steel construction and shall use natural earth tones and textures which allow them to blend into the surrounding landscape .</p> <p>(5) Wall and roof colours that are highly-visible or reflective such as unpainted zincalume or off-white colours are not permitted.</p>

	<p>(6) Water tanks shall be located behind or to the side of the dwelling and coloured to match the dwelling/outbuilding.</p> <p>(7) Where deemed necessary by the Local Government due to fire hazards and/or threat in a particular area, all buildings are to be designed in accordance with <i>AS 3959 – Construction of Buildings in Bushfire Prone Areas</i> or any document superseding it.</p> <p>(8) Vegetation Protection and Landscaping No clearing of remnant vegetation is permitted unless it forms part of the construction of an approved dwelling or other structure, fencing, fire protection or access/servicing requirements. Clearing of remnant vegetation for any other purpose requires the planning approval of the Local Government and as a condition of granting approval, the Local Government may require the applicant, plant and maintain for a period of at least 3 years endemic native trees of species and in locations approved by the Local Government.</p> <p>(9) Dams Dams developed in connection with fire protection requirements, any approved rural pursuit or similar activity are permitted.</p> <p>(10) Fencing Where boundary fencing is permitted by the Local Government, it shall be of rural construction comprising non-electrified stock proof wire or ring-lock fencing to a maximum height of 1.2m above the natural surface of the land, with posts being split jarrah or treated pine posts.</p> <p>(11) Keeping of Animals (a) The keeping of livestock, animals or any rural pursuit activity is confined to existing cleared areas on a lot and fencing is required to be erected to contain livestock and protect remnant vegetation. (b) Where, in the opinion of the Local Government, the continued presence of any animal(s) on any portion of land is likely to cause or is causing adverse environmental impacts such as damage to natural vegetation; pollution (such as noise, dust, water); offensive odours; soil erosion; or any other form of land degradation, the Local Government may take action to abate the adverse impacts and any costs incurred by the Local Government shall be recoverable from the landowner.</p> <p>(12) Effluent Disposal On-site disposal is required to service any dwelling and shall be responsibility of the individual landowner in accordance with the requirements set out in Table 8.</p> <p>(13) Water Supply A potable water supply is required to each dwelling and shall be the responsibility of the landowner in accordance with the requirements set out in Table 8.</p>
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<p>Rural Smallholdings</p>	<p>The following general provisions shall apply to all development within the Rural Small Holding zone, in addition to any special provisions set out in Schedule 3 which are specifically applicable to that land:</p> <p>(1) Building Design, Materials and Colours</p> <ul style="list-style-type: none"> (a) A dwelling and/or outbuilding shall not exceed 7.5 metres in height which is measured vertically from the natural ground level. (b) All dwellings, outbuildings and other structures (such as water tanks) shall be designed and constructed of material which allows them to blend into the landscape of the site. (c) In order to reduce glare from a building (including a water tank) and to protect visual amenity, the use of reflective materials and finishes and white/off-white colours shall not be permitted. (d) Where deemed necessary by the Local Government due to fire hazards and/or threat in a particular area, all buildings are to be designed in accordance with AS 3959 – <i>Construction of Buildings in Bushfire Prone Areas</i> or any document superseding it. <p><i>Note:</i></p> <ul style="list-style-type: none"> 1. <i>Unpainted zincalume is considered a reflective material and colours similar to Colorbond Surfmist is considered white/off-white.</i> 2. <i>Preference is given to split level development, the breaking up of building mass and minimal site disturbance through earthworks.</i> 3. <i>“Height” is the height of the outbuilding as measured vertically from the natural ground level to the highest point of the building above that point, as stipulated in the R-Codes, and not the measurement taken above the proposed finished floor level of the structure.</i> <p>(2) Variations to Building Setbacks</p> <p>The Local Government may permit variations to the building setback, where it is satisfied that the modification:</p> <ul style="list-style-type: none"> (a) Is consistent with the objectives for the zone; (b) Preserves areas of remnant vegetation, creek lines and other areas of environmental significance; (c) Provides sufficient area for the development of any low fuel zone and/or hazard separation area on the lot; (d) Is required due to the topography or shape of the lot; and (e) Will have no adverse impact on the amenity of existing residences on adjoining lots. <p>(3) Fencing</p> <ul style="list-style-type: none"> (a) No boundary fencing shall be constructed of fibre cement, metal sheeting or wooden picket or similar materials; and (b) Where boundary fencing is permitted by the Local Government it shall be of rural construction comprising posts and wire or similar materials. (c) The Local Government shall only approve the keeping of stock, animals and/or any Rural Pursuit activity if confined to existing cleared areas of a lot. The Local Government will require fencing to contain any livestock and protect remnant vegetation as a condition of approval. <p>(4) Remnant Vegetation Protection and Clearing Controls</p> <p>No clearing of any remnant vegetation shall occur except for:</p> <ul style="list-style-type: none"> (a) Any clearing authorised by a clearing permit obtained from the relevant State Government authority and any clearing exempt in accordance with Schedule 6 or Regulation 5 of the <i>Environmental Protection (Clearing of Native Vegetation) Regulations 2004</i> of the <i>Environmental Protection Act 1986</i>.
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	<p>(b) That clearing required to establish any low fuel buffer, firebreak and/or to comply with the requirements of the <i>Bush Fires Act 1954</i> (as amended);</p> <p>(c) Trees that are dead, diseased or dangerous and present an imminent danger to residents;</p> <p>(d) Clearing within a designated building envelope required to construct an approved building and curtilage;</p> <p>(e) It is to gain vehicular access to an approved dwelling and/or building envelope; and</p> <p>(f) An area of up to one metre in width for the purpose of erecting and maintaining a fence line is required and approved by the Local Government. In these areas the land shall be slashed with a view to preventing soil erosion.</p> <p>Clearing of remnant vegetation for any purpose other than the above exceptions, shall require the planning approval of the Local Government and as a condition of granting approval, the Local Government may require the planting and maintenance, for a period of at least three years, of endemic native trees of species and in locations approved by the Local Government</p> <p>(5) Effluent Disposal On-site disposal is required to service any dwelling and shall be responsibility of the individual landowner in accordance with the requirements set out in Table 8.</p> <p>(6) Water Supply A potable water supply is required to each dwelling and shall be the responsibility of the landowner in accordance with the requirements set out in Table 8.</p>
General Industry	<p>Site & Development Requirements</p> <p>(1) The following minimum building setbacks apply:</p> <p>Front Boundary: 20m</p> <p>Side Boundary: 15m on one side</p> <p>Rear Boundary: 20m</p> <p>(2) In considering an application for planning approval for an industrial activity, the Local Government may require the applicant to demonstrate:</p> <p>(a) That the intended industrial activity meets environmental guidelines in terms of gaseous and particulate, noise, dust and odour emissions and will not adversely impact on any surrounding existing or anticipated land use activities; and</p> <p>(b) That the intended industrial activity will not result in the need for an off-site buffer to be provided to avoid future impacts upon adjoining land uses and zones.</p> <p>(3) Where an industrial activity involves the production and discharge of industrial or noxious liquid effluent, the Local Government will require the development to either:</p> <p>(a) If the effluent (types and/or volumes) is suitable for disposal into the reticulated sewer network, connection to the reticulated sewerage system; or</p> <p>(b) If the effluent is not suitable for disposal into the reticulated sewerage system, it is serviced by an on-site collection system and disposal method/process.</p>

Commercial	<p>Site & Development Requirements:</p> <ol style="list-style-type: none"> (1) Development shall complement the scale and articulation of existing buildings and streetscapes and to ensure the continuity of the built form, buildings shall generally be built from side to side property boundaries. (2) Buildings shall not exceed 2-storeys in height except where the Local Government has approved a variation and provided the development: <ol style="list-style-type: none"> (a) will enhance the appearance of the town centre, and (b) includes a community facility or other local benefit or planning outcome that will lead to a significant improvement to the amenity of the local area or built environment. (3) Developments constructed up to the street boundary shall where practical provide pedestrian shelter, a minimum of 2.5m wide, over the pavement in the form of an awning, canopy, balcony or verandah. (4) Temporary or 'Pop-Up' Shops will be permitted to operate from any existing premises for a maximum period of 3 months, after which time the approval shall lapse and the use cease. (5) Residential use may be permitted in the upper storey(s) of buildings where there is a mixture of commercial and residential activity over two levels in the same building and the commercial activity shall be located on the ground floor. (6) All development shall make adequate arrangements for efficient and safe movement and parking of vehicles. (7) Landscaping equal to 5% of the site area shall be provided to complement the appearance of the town centre area. (8) No internal alteration to a building that creates any additional internal floor area is permitted without the planning approval of the Local Government. (9) Where buildings are demolished within the Town Centre Zone and, for whatever reason, redevelopment of the site is delayed for more than 3 months, the following site works are required to be carried out by the applicant: <ol style="list-style-type: none"> (a) Removal of all rubble, debris and demolition materials; (b) Grading to the same level as the adjoining footpath and/or road; and (c) Stabilisation to ensure no sediment runoff from the site occurs. (10) Signs associated with an approved development shall be incorporated into the fabric of buildings and structures and the use of bunting is not permitted.
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Enterprise Zone	<p>(1) Where a lot is situated within the Enterprise Zone, a person may only:</p> <ul style="list-style-type: none"> (a) Develop or establish or allow to be developed or established a light industry where a dwelling is first erected and forms an integral component of the development; (b) Single residential development shall accord with the requirements of the R25 Code and industrial components of any development shall accord with the standards specified in the Scheme; (c) Allow the residence to be occupied by either the owner, leesees, manager or employee, (d) Establish an industry that is of a nature, as determined by the Local Government, that can operate compatibly with residential living and with minimal impact on adjoining properties; and (e) Establish an industry at the rear of the residential dwelling that is essentially a single person operation. <p>(2) In considering an application for planning approval in the Enterprise Zone, the Local Government will require:</p> <ul style="list-style-type: none"> (a) The provision of access, parking and service areas to the Local Government's specification and satisfaction; (b) All machines used in conducting the business to be dampened or muffled for noise suppression to eliminate electrical and television interference; (c) Noise levels to be within limits set by the Environmental Protection (Noise Regulations 1997 for residential areas; (d) Operating hours to be restricted to reasonable levels in recognition of the residential use of the area; and (e) The provision of vehicle access to the rear of the lot with a minimum width of 5 metres.
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17. Table 4 ---Zoning table

The zoning table for this Scheme is as follows —

Land Use	Residential	Urban Development	Rural	Rural Residential	Rural Smallholdings	General Industry	Industrial Development	Enterprise Zone	Commercial
agriculture – extensive	X	X	P	X	D	A	I	X	X
agriculture – intensive	X	X	D	X	A	X	I	X	X
agroforestry	X	X	P	X	D	X	I	X	X
ancillary tourist use	I	I	I	I	I	I	X	A	I
animal establishment	X	X	D	X	A	X	D	A	X
animal husbandry – intensive	X	X	D	X	X	X	D	X	X
bed and breakfast	A	D	D	D	D	X	D	A	A
betting agency	X	X	X	X	X	X	X	X	P
caretaker's dwelling	X	X	D	X	X	D	P	X	D
child care premises	D	A	X	X	X	X	D	A	A
cinema/theatre	X	X	X	X	X	X	X	X	P
civic use	D	A	D	X	X	D	X	D	P
club premises	X	X	D	X	X	X	D	D	D
community purpose	D	A	D	X	X	D	D	D	P
consulting rooms	X	A	X	X	X	X	D	X	D
educational establishment	A	A	A	X	X	X	D	X	A
exhibition centre	D	X	A	X	A	D	D	X	P
family day care	D	D	D	D	D	X	D	D	A
farm supply centre	X	X	X	X	X	P	P	X	P
farm workers accommodation	X	X	D	X	D	X	P	X	X
fast food outlet/lunch bar	X	X	X	X	X	D	D	X	D
fuel depot	X	X	X	X	X	D	D	X	P
funeral parlour	A	X	X	X	X	D	P	X	D
garden centre	D	X	D	D	D	D	D	A	P
grouped dwelling	D	D	X	X	X	X	X	X	D
holiday accommodation	D	D	A	A	A	X	D	A	P
home business	D	D	D	A	A	X	X	D	D
home occupation	P	P	P	P	P	X	X	D	P
home office	P	P	P	P	P	X	X	P	P

Shire of Katanning – DRAFT - Local Planning Scheme No 5

Land Use	Residential	Urban Development	Rural	Rural Residential	Rural Smallholdings	General Industry	Industrial Development	Enterprise Zone	Commercial
hotel	X	X	X	X	X	X	X	X	A
industry	X	X	X	X	X	P	P	X	A
industry – cottage	D	D	P	D	D	X	X	D	D
industry – extractive	X	X	D	X	X	X	A	X	X
industry - light	X	X	X	X	X	P	P	D	P
industry – primary production	X	X	P	A	D	D	P	A	A
market	A	X	D	X	X	D	D	D	D
medical centre	A	X	X	X	X	X	A	X	P
mining operations	X	X	D	X	X	D	A	X	X
motel	X	X		X	X	X	X	X	D
motor vehicle, boat or caravan sales	X	X	X	X	X	P	P	X	P
motor vehicle repair	X	X	X	X	X	P	P	X	P
motor vehicle wash	X	X	X	X	X	P	P	A	P
multiple dwelling	A	A	X	X	X	X	X	X	A
nightclub	X	X	X	X	X	X	X	X	A
office	X	I	I	X	X	I	I	I	P
place of worship	A	A	A	X	A	D	X	D	A
public utility	D	D	D	D	D	D	D	D	D
recreation – private	A	A	A	A	A	D	D	A	D
relocated dwelling	D	D	D	D	D	X	X	D	A
residential building	D	X	X	X	X	X	X	X	D
restaurant/cafe	X	X	D	X	X	X	D	X	P
restricted premises	X	X	X	X	X	X	D	X	A
rural home business	X	X	D	A	D	X	X	X	X
rural pursuit	X	D	P	D	D	X	A	X	X
service station	X	X	D	X	X	A	D	X	D
shop	X	X	X	X	X	X	D	X	P
bulky goods showroom	X	X	X	X	X	X	D	X	P
single house	P	D	P	P	P	X	X	D	D
tavern	X	X	X	X	X	X	A	X	D
tourist development	X	X	A	X	X	X	X	X	P
transport depot	X	X	A	X	A	P	D	X	A

Land Use	Residential	Urban Development	Rural	Rural Residential	Rural Smallholdings	General Industry	Industrial Development	Enterprise Zone	Commercial
tree plantation	X	X	D	X	D	X	X	X	X
veterinary centre	X	X	D	A	A	D	D	D	D
warehouse/storage	X	X	D	X	D	D	D	D	A
workforce accommodation	X	A	D	X	X	X	D	X	X

18. Interpreting zoning table

- (1) The permissibility of uses of land in the various zones in the Scheme area is determined by cross-reference between the list of use classes on the left hand side of the zoning table and the list of zones at the top of the zoning table.
- (2) The symbols used in the zoning table have the following meanings —

P means that the use is permitted if it complies with any relevant development standards and requirements of this Scheme;

I means that the use is permitted if it is consequent on, or naturally attaching, appertaining or relating to the predominant use of the land and it complies with any relevant development standards and requirements of this Scheme;

D means that the use is not permitted unless the local government has exercised its discretion by granting development approval;

A means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving notice in accordance with clause 64 of the deemed provisions;

X means that the use is not permitted by this Scheme.

(A symbol must appear in the cross-reference of a use class against all the zones in the zoning table.)

- Note:
1. The development approval of the local government may be required to carry out works on land in addition to any approval granted for the use of land. In normal circumstances one application is made for both the carrying out of works on, and the use of, land. For development on land that does not require development approval see clause 61 of the deemed provisions.
 2. In considering an application for development approval, the local government will have regard to clause 67 of the deemed provisions.

- (3) A specific use class referred to in the zoning table is excluded from any other use class described in more general terms.
- (4) The local government may, in respect of a use that is not specifically referred to in the zoning table and that cannot reasonably be determined as falling within a use class referred to in the zoning table —
 - (a) determine that the use is consistent with the objectives of a particular zone and is therefore a use that may be permitted in the zone subject to conditions imposed by the local government; or

- (b) determine that the use may be consistent with the objectives of a particular zone and give notice under clause 64 of the deemed provisions before considering an application for development approval for the use of the land; or
 - (c) determine that the use is not consistent with the objectives of a particular zone and is therefore not permitted in the zone.
- (5) If a use of land is identified in a zone as being a class P or class I use, the local government may not refuse an application for development approval for that use in that zone but may require works that are to be undertaken in connection with that use to have development approval.
- (6) If a use of land is identified in a zone as being a class X use, the local government must refuse an application for development approval for that use in that zone unless —
- (a) the development approval application relates to land that is being used for a non-conforming use; and
 - (b) the local government considers that the proposed use of the land would be less detrimental than the non-conforming use.
- (7) If the zoning table does not identify any permissible uses for land in a zone the local government may, in considering an application for development approval for land within the zone, have due regard to any of the following plans that apply to the land —
- (a) a structure plan;
 - (b) an activity centre plan;
 - (c) a local development plan.

19. Additional uses

- (1) The Table sets out —
- (a) classes of use for specified land that are additional to the classes of use that are permissible in the zone in which the land is located; and
 - (b) the conditions that apply to that additional use.

Table 5 - Specified additional uses for zoned land in Scheme area

No.	Description of land	Additional use	Conditions
AU1	Pt. Lot 201 Warren Road, Katanning	Microbrewery and associated complimentary commercial activities including recreation, function centre, restaurant/cafe, toilets, caretaker's dwelling as approved by the Local Government.	(1) Prior to development of any of the additional uses on the site, the proponent shall submit an overall Detailed Area Plan to the Local Government for endorsement. (2) All development to be generally in accordance with a Detailed Area Plan prepared by the proponent and adopted by the Local Government. (3) Development standards/requirements shall be determined by the Local Government upon application.
AU2	Sunbeam Caravan Park/Camping Ground	Caravan Park Camping Ground	Development standards/requirements shall be determined by the Local Government upon application.

- (2) Despite anything contained in the zoning table, land that is specified in the Table to subclause (1) may be used for the additional class of use set out in respect of that land subject to the conditions that apply to that use.

20. Restricted uses

There are no restricted uses which apply to this Scheme.

21. Special use zones

(1) The Table sets out —

- (a) special use zones for specified land that are in addition to the zones in the zoning table; and
- (b) the classes of special use that are permissible in that zone; and
- (c) the conditions that apply in respect of the special uses.

Table 6 - Special use zones in Scheme area

No.	Description of land	Special use	Conditions
SU1	Lot 100 Beaufort Street, Katanning <i>St Patrick's Church and Private School</i>	Place of Worship Educational Establishment (Private)	Development standards/requirements shall be determined by the Local Government upon application.
SU2	Lots 85 & 86 Amherst Street, Katanning <i>Katanning Club</i>	Private Club and Holiday Accommodation. Other associated complementary uses approved by the Local Government	Development standards/requirements shall be determined by the Local Government upon application.
SU3	Lot 3 Tait Terrace, Braeside Road, Synott Avenue and Carinyah Gardens, Katanning	Private Club and Recreation, Residential Uses Other associated complementary uses approved by the Local Government	Development standards/requirements shall be determined by the Local Government upon application.
SU4	Lot 131 Kobeelya Avenue, Katanning <i>Kobeelya</i>	Place of Worship Educational Establishment (Private) Function Centre' Boarding House Other associated complementary uses approved by the Local Government	Development standards/requirements shall be determined by the Local Government upon application.
SU5	Lots 2, 4 & 130 Round Drive, Katanning <i>Katanning Country Club</i>	Private Club Recreation – Private Golf Course' private residential estate.	Development standards/requirements shall be determined by the Local Government upon application. Development of any Accommodation units to be within a 400-500 walk ability distance to the club house and restricted to development within cleared areas.
SU6	Lot 10 Round Drive, Katanning <i>Clay Target Club</i>	Private Club	Development standards/requirements shall be determined by the Local Government upon application.

SU7	Lot 21 Dijon Street and Lot 412 Conroy Street, Katanning <i>Katanning Noongar Community Centre, Kindergarten and Child Care Centre</i>	Child Care Centre Community Centre Educational Establishment Kindergarten Other associated complementary uses approved by the Local Government	Development standards/requirements shall be determined by the Local Government upon application.
SU8	Lot 3 Great Southern Highway, Katanning <i>WAMMCO</i>	Abattoir, water storage, stockyards & skin-drying sheds Other associated complementary uses approved by the Local Government	Development standards/requirements shall be determined by the Local Government upon application.

- (2) A person must not use any land, or any structure or buildings on land, in a special use zone except for a class of use that is permissible in that zone and subject to the conditions that apply to that use.

Note: Special use zones apply to special categories of land use which do not comfortably sit within any other zone in the Scheme.

22. Non-conforming uses

- (1) Unless specifically provided, this Scheme does not prevent —
- the continued use of any land, or any structure or building on land, for the purpose for which it was being lawfully used immediately before the commencement of this Scheme; or
 - the carrying out of development on land if —
 - before the commencement of this Scheme, the development was lawfully approved; and
 - the approval has not expired or been cancelled.
- (2) Subclause (1) does not apply if —
- the non-conforming use of the land is discontinued; and
 - a period of 6 months, or a longer period approved by the local government, has elapsed since the discontinuance of the non-conforming use.
- (3) Subclause (1) does not apply in respect of a non-conforming use of land if, under Part 11 of the Act, the local government —
- purchases the land; or
 - pays compensation to the owner of the land in relation to the non-conforming use.

23. Changes to non-conforming use

- (1) A person must not, without development approval —
- alter or extend a non-conforming use of land; or
 - erect, alter or extend a building used for, or in conjunction with, a non-conforming use; or
 - repair, rebuild, alter or extend a building used for a non-conforming use that is destroyed to the extent of 75% or more of its value; or
 - change the use of land from a non-conforming use to another use that is not permitted by the Scheme.
- (2) An application for development approval for the purposes of this clause must be advertised in accordance with clause 64 of the deemed provisions.

- (3) A local government may only grant development approval for a change of use of land referred to in subclause (1)(d) if, in the opinion of the local government, the proposed use —
 - (a) is less detrimental to the amenity of the locality than the existing non-conforming use; and
 - (b) is closer to the intended purpose of the zone in which the land is situated.

24. Register of non-conforming uses

- (1) The local government may prepare a register of land within the Scheme area that is being used for a non-conforming use.
- (2) A register prepared by the local government must set out the following —
 - (a) a description of each area of land that is being used for a non-conforming use;
 - (b) a description of any building on the land;
 - (c) a description of the non-conforming use;
 - (d) the date on which any discontinuance of the non-conforming use is noted.
- (3) If the local government prepares a register under subclause (1) the local government —
 - (a) must ensure that the register is kept up-to-date; and
 - (b) must make a copy of the register available for public inspection during business hours at the offices of the local government; and
 - (c) may publish a copy of the register on the website of the local government.
- (4) An entry in the register in relation to land that is being used for a non-conforming use is evidence of the matters set out in the entry, unless the contrary is proved.

Part 4 — General development requirements

25. R-Codes

- (1) The R-Codes, modified as set out in clause 26, are to be read as part of this Scheme.
- (2) The local government —
 - (a) must make a copy of the R-Codes available for public inspection during business hours at the offices of the local government; and
 - (b) may publish a copy of the R-Codes on the website of the local government.
- (3) The coding of land for the purposes of the R-Codes is shown by the coding number superimposed on a particular area contained within the boundaries of the area shown on the Scheme Map.
- (4) The R-Codes apply to an area if the area has a coding number superimposed on it in accordance with subclause (3).

26. Modification of R-Codes

- (1) **R25 Density Coded Areas**
For any lot with density coding of R25 on the Scheme Map, the maximum permitted density for any residential development where the development is not able to be connected to reticulated sewer infrastructure shall be R10.
- (2) **R40 & R60 Density Coded Areas at Synnott Avenue/Adam Street/Chipper Street, Katanning**
Notwithstanding any other requirement of the Scheme, all residential development within the R40 and R60 density coded areas at Synnott Avenue/Adam Street/Chipper Street shall require planning approval. When considering an application for planning approval for residential developments in the area, the Local Government is to have regard to, and may impose conditions concerning:
 - (a) The external appearance and material finishes and colours of the buildings and standards for fencing materials;
 - (b) Building heights shall be restricted to Category B in the R40 code and Category C in the R60 code;
 - (c) All new development is designed to integrate with the surrounding location and existing developments;
 - (c) Building orientation and design to achieve reduced energy consumption;
 - (d) Providing passive surveillance to the road and surrounding open space areas;
 - (e) Connection to appropriate servicing infrastructure;
 - (f) Provision of landscaping of the building and/or site; and
 - (g) Provision of adequate parking for residents and visitors.
- (3) **Ancillary Dwellings**
The maximum plot ratio area for an ancillary dwelling, excluding any attached garage/carport/verandah areas, shall be 150m².
- (4) **Aged or Dependent Persons' Dwellings**
The maximum plot ratio area for an aged or dependent persons' dwelling, excluding any attached garage/ carport/verandah, shall be:
 - (a) Single house or grouped dwelling - 150m²; and
 - (b) Multiple dwellings - 100m².
- (5) **Single Bedroom Dwellings**
The maximum plot ratio area for an single bedroom dwelling, excluding any attached garage/carport/verandah areas, shall be 100m².

27. State Planning Policy 3.6 to be read as part of Scheme

- (1) State Planning Policy 3.6 — Development Contributions for Infrastructure, modified as set out in clause 28, is to be read as part of this Scheme.
- (2) The local government —
 - (a) must make a copy of State Planning Policy 3.6 available for public inspection during business hours at the offices of the local government; and
 - (b) may publish a copy of State Planning Policy 3.6 on the website of the local government.

28. Modification of State Planning Policy 3.6

There are no modifications to State Planning Policy 3.6.

29. Other State planning policies to be read as part of Scheme

- (1) The State planning policies set out in the Table, modified as set out in clause 30, are to be read as part of this Scheme.

Table 7

State planning policies to be read as part of Scheme

- (2) The local government —
 - (a) must make a copy of each State planning policy referred to in subclause (1) available for public inspection during business hours at the offices of the local government; and
 - (b) may publish a copy of each of those State planning policies on the website of the local government.

(If no other State planning policies are to be read as part of the Scheme, insert the words “There are no other State planning policies that are to be read as part of the Scheme.”.)

30. Modification of State planning policies

There are no modifications to a State planning policy that, under clause 29 is to be read as part of the Scheme.

31. Environmental conditions

There are no environmental conditions imposed under the Environmental Protection Act 1986 that apply to this Scheme.

32. Additional site and development requirements

- (1) The Table sets out requirements relating to development that are additional to those set out in the R-Codes, activity centre plans, local development plans or State or local planning policies.

Table 8 - Additional requirements that apply to land in Scheme area

No.	Description of land	Requirement
1.	Land Subject to Flooding and/or Inundation	<p>(1) Development in the 100 year ARI floodway is prohibited.</p> <p>(2) In areas subject to periodic inundation or flooding, all development shall be undertaken to:</p> <ul style="list-style-type: none"> (a) Prevent disruption to the natural drainage system; and (b) Ensure that developments do not increase the flood levels that would be experienced within the catchment; and (c) Limit the potential for damage to buildings caused by flooding and/or inundation by ensuring buildings are constructed above known flood levels; and (d) Maintain the natural ecological and drainage function of areas to store and convey stormwater within the watercourse, drainage system or floodplain. <p>(3) Where in the opinion of Local Government, a development is to be sited on land that has the potential to be flooded and/or inundated, the Local Government may require as a condition of planning approval, one or more of the following requirements to be implemented:</p> <ul style="list-style-type: none"> (a) All buildings to be constructed with a minimum finished floor level height of 500mm above the known flood level; and/or (b) The subsoil adjacent to the proposed development to be effectively drained; and/or (c) The surface of the ground beneath the building to be regraded or filled and provided with adequate drainage outlets to prevent the accumulation of water beneath the building; and/or (d) The surface of the ground beneath the building to be covered with an approved damp-resistant material (moisture barrier); and/or (e) The landowner to provide written acknowledgement that the building and its contents may be subject to periodic flooding and/or inundation.
2.	Vehicle Access	<p>(1) Approval from the relevant road control authority is required for the construction of a vehicle access/egress point onto a Primary Distributor Road shown on the Scheme Map.</p> <p>(2) When considering an application for approval to have access/egress onto a Primary Distributor Road, the Local Government is to have regard to and may impose conditions requiring:</p> <ul style="list-style-type: none"> (a) Restriction of vehicle access/egress to one point from any lot; (b) That an alternative access/egress point be provided; (c) That the access/egress points and driveway to be sealed and drained to prevent the export of any materials from the lot onto the Primary Distributor Road; or (d) The shared use of access/egress points, driveways and/or car parking areas on adjoining land parcels through reciprocal rights of access agreements prepared by the landowner. <p><i>Note: Applications for access or any works within a Primary Distributor Road such as Great Southern Highway are required to gain Main Roads WA approval.</i></p>

		<p>(3) All vehicle access points, other than in the Residential zone, shall be designed so that all vehicles can enter and leave the lot in a forward gear.</p> <p>(4) No vehicle crossover shall be located within the corner truncation of any lot having two or more street frontages.</p> <p>(5) The Local Government in dealing with an application for planning approval on land abutting a road proposed to be widened, is to have regard to, and may impose conditions that: :</p> <p>(a) Limit development on the land affected by the road widening;</p> <p>(b) Require the owner to cede free of cost the affected land; and/or</p> <p>(c) Require an increased setback to protect the development</p> <p>(6) The Local Government shall require an area to be provided on-site other than a car parking bay, for the loading and unloading and servicing or dispatch or receipt of goods and materials associated with any commercial or industrial use. All loading and servicing areas and associated vehicle crossings required to be provided shall comply with the following requirements:</p> <p>(a) Be located, constructed, drained, paved, lit and screened from public view to the satisfaction of the Local Government;</p> <p>(b) Designed to ensure that vehicles using them are able to enter and leave the premises in a forward gear;</p> <p>(c) Constructed to prevent traffic conflict with any adjoining vehicle crossovers, parking areas, public roads or rights-of-way;</p> <p>(d) Be marked on-site and permanently retained for that exclusive use;</p> <p>(e) Be suitably designed and treated to ensure that activities carried out in the loading and service area do not cause nuisance to adjoining land uses due to the emission of noise, dust, smoke, light or other pollutants; and</p> <p>(f) No person shall alter any loading or service area forming part of a planning approval for a development without having first obtained the subsequent planning approval of the Local Government.</p>
3.	Use of Setback Areas	<p>(1) A person shall only use land within the setback area for one or more of the following purposes:</p> <p>(a) A means of access/egress;</p> <p>(b) Display of approved public artworks;</p> <p>(c) The daily parking of passenger vehicles in an approved car parking area;</p> <p>(d) Loading and unloading of delivery vehicles;</p> <p>(e) Landscaping with lawns, gardens, trees, shrubs and structures;</p> <p>(f) Private open space in the case of group and multiple dwellings;</p> <p>(g) In an industry zone, a trade display; or</p> <p>(h) In a commercial zone, a balcony, verandah, awning, pergola or the like to provide weather protection to clients, for the display of goods or for other similar activity.</p>

4.	Bin and Refuse Storage Areas	<p>(1) The Local Government may require an area be set aside on-site for bin and refuse storage purposes for grouped/multiple dwelling, tourist, commercial, or industrial use.</p> <p>(2) All bin and refuse storage areas shall comply with the following requirements:</p> <p>(a) Be located, constructed/drained, paved and screened from public view to the satisfaction of the Local Government and;</p> <p>(b) Be permanently retained for that exclusive use.</p>
5.	Landscaping Requirements	<p>(1) When landscaping is required, the Local Government may impose conditions concerning:</p> <p>(a) The position and type of plants;</p> <p>(b) The removal and disposal of environmental weeds;</p> <p>(c) Management of landscaping; and</p> <p>(d) The extent of landscaping located within the building setback areas.</p> <p>(2) No person shall alter any landscaping area, with the exception of any replanting or maintenance of approved areas.</p>
6.	Deep Sewerage and On-site Effluent Disposal	<p>(1) Any development that is required to dispose of liquid domestic effluent shall be connected to the reticulated sewerage system or where not able to be connected to the sewerage system provided with an approved on-site effluent disposal system. No dwelling shall be occupied without the prior approval and installation of such a disposal system.</p> <p>(2) The Local Government may require the use of alternative treatment unit effluent disposal systems, in the following situations:</p> <p>(a) Where soil conditions are not conducive to the retention of nutrients;</p> <p>(b) In low lying areas; and</p> <p>(c) In areas where there is a known high groundwater level.</p>
7.	Potable Water Supplies	<p>(1) No dwelling shall be constructed and occupied unless it is connected to the reticulated water supply network or connected to an alternative supply of potable water approved by the Local Government with on-site storage having a capacity of 135,000 litres or greater as deemed necessary by the Local Government.</p> <p>(2) Each landowner shall ensure that all water tanks are designed with the bottom one quarter of the tank set aside for firefighting purposes and fitted with a suitable dual tap or coupling system.</p>
8.	Fire Protection and Bushfire Control	<p>(1) The Local Government's objectives in implementing fire protection and bush fire control measures are to:</p> <p>(a) Identify areas within the Shire where bush fires pose a threat to life and property;</p> <p>(b) Where bush fire risk is moderate, require that all land use and development proposals incorporate appropriate fire protection requirements;</p> <p>(c) Implement the relevant Western Australian Planning Commission Bushfire Protection policies and guidance;</p> <p>(d) Prevent development in areas of extreme bushfire risk, unless that development is unavoidable; and</p> <p>(e) Limit clearing of native vegetation where it would be necessary to manage or reduce bushfire risk.</p>

		<p>(2) The Local Government may require all planning proposals (including scheme amendments, structure plans and subdivisions) to include a fire hazard assessment and report prepared in accordance with the methodology and classifications (as determined by the Local Government) contained in the Western Australian Planning Commission Bushfire Protection policies and guidance at the time of application.</p> <p>(3) The Local Government shall require all planning proposals to incorporate appropriate fire protection measures which may include:</p> <ul style="list-style-type: none"> (a) The requirements of the Shire's Annual Fire Regulation Notice (as amended from time to time); (b) The provision of an adequate fire fighting water supply and equipment including, but not limited to, fire hydrants, standpipes and hose connections; (c) The provision of fire access tracks for access and egress of 2WD vehicles and access for emergency service vehicles; (d) Fire prevention and suppression measures to be implemented by all landowners on land to which the development relates, including the implementation of building protection zones and hazard separation zones, collectively forming the low fuel zone; and (e) Incorporation of construction standards for buildings including those in AS 3959 – <i>Construction of Buildings in Bushfire Prone Areas</i> (as updated from time to time) and the <i>Building Codes of Australia</i>. <p>(4) The Local Government may request the Western Australian Planning Commission to impose conditions on subdivision proposals requiring the implementation of appropriate fire protection measures.</p> <p>(5) In the event of any inconsistency between an existing scheme provision and/or approved Fire Management Plan or similar and the Shire's Annual Fire Regulation Notice, the provisions that, in the opinion of the Local Government, provide the greater fire risk protection and mitigation measures shall be implemented by the responsible party.</p>
9.	Caretaker's Dwelling	<p>(1) Notwithstanding any other requirement of the Scheme, all caretakers' dwellings require the planning approval of the Local Government.</p> <p>(2) A maximum of one caretaker's dwelling is permitted on any lot.</p> <p>(3) When considering an application for a caretaker's dwelling, the Local Government is to have regard to, and may impose conditions concerning:</p> <ul style="list-style-type: none"> (a) The maximum floor area for the caretaker's dwelling shall be restricted to 150m² not including any attached garage/carport/verandah areas; (b) There being an existing approved predominant land use operating on the lot requiring the caretaker to be resident on the lot; (c) Occupation of the dwelling being restricted to the proprietor, manager or authorised person in charge of the approved land use, and their immediate family; and (d) The caretaker dwelling use shall cease upon the closure of the approved predominant land use.

10.	Relocated Dwellings	<p>(1) Notwithstanding any other requirement of the Scheme, all relocated dwellings require the planning approval of the Local Government.</p> <p>(2) When considering an application for planning approval for a relocated dwelling, the Local Government is to have regard to, and may impose conditions concerning:</p> <ul style="list-style-type: none"> (a) The external appearance and material finishes, the screening of sub-floor spaces, the addition to or any modifications to be undertaken to the dwelling; (b) The proposed appearance of the completed dwelling and its visual impact on any surrounding housing in the street/area; (c) The timeframe submitted by the applicants to complete the specified work and to connect the dwelling to servicing infrastructure; (d) Limiting the period of approval for works to be completed; (e) The method of construction and structural adequacy to relocate the building; (f) The completion of landscaping and/or screening of the building and/or site; and (g) The provision of a bond or bank guarantee in favour of the Local Government as surety for the completion of the building to a standard of presentation acceptable to the Local Government within a specified time. <p>(3) Where the provision of a bond or bank guarantee is required, the Local Government shall retain the funds and refund the monies upon satisfactory completion of the specified works.</p>
11.	Tourist Accommodation	<p>(1) Where any premises are approved for tourist accommodation purposes such as bed and breakfast/farmstay, caravan park, camping ground, hotel, motel or the like, the duration of occupancy by any person in those premises shall be limited to a maximum of 3 months during any 12-month period.</p>
12.	Industry - Extractive	<p>(1) When considering an application for an industry–extractive use or development, the Local Government is to have regard to and may impose conditions concerning:</p> <ul style="list-style-type: none"> (a) All excavation activity is setback a minimum of 200m from any residence not located on the subject lot; (b) The proposed extraction site is to be setback a minimum of 40m from a public road; (c) No excavation activity is to occur within 50m of a watercourse or water body; (d) The control, management and frequency of extraction activities during the life of the pit; (e) The reparation/rehabilitation of the land following the closure of extraction activities; (f) The visibility of the pit from major public tourist vantage points and completion of landscaping and/or screening of the site; (g) The purpose of the pit/materials, proposed operating life of the pit and its potential impact on the natural environment and surrounding area; (h) The suitability of the location in terms of the road network capabilities; (i) Limiting the period of approval for the extractive industry to operate; and

		<p>(j) The provision of a bond or bank guarantee in favour of the Local Government as surety for the completion of the rehabilitation of the pit site to a standard acceptable to the Local Government within a specified time.</p> <p>(2) Where a bond or bank guarantee is paid by the applicant, the Local Government shall retain the funds and refund the monies upon satisfactory completion of the specified rehabilitation works.</p>
13.	Agriculture – Intensive & Animal Husbandry – Intensive	<p>(1) In considering an application for planning approval for an agriculture-intensive and animal husbandry-intensive use or development, the Local Government is to have regard to and may impose conditions concerning:</p> <p>(a) Preparation of a land capability/suitability analysis and site management plan to support and justify the proposal and detail management actions to be undertaken during the operations of the activity to control any potential nuisances including noise, dust and odour generated by the land use;</p> <p>(b) Incorporation of a buffer separation distance to protect any adjoining sensitive uses; and</p> <p>(c) Completion and implementation of a Nutrient and Irrigation Management Plan in accordance with the guidelines in the Department of Water's Water Quality Protection Note 33 or any replacement guidelines applicable at the time of application.</p>
14.	Tree Plantations	<p>(1) Applications for tree plantations shall incorporate and comply with a Plantation Management and Harvest Plan prepared in accordance with the '<i>Code of Practice for Timber Plantations in Western Australia (2014)</i>' or any replacement code applicable at the time of application.</p> <p>(2) In considering an application for a tree plantation, the Local Government will have regard to the following matters:</p> <p>(a) The proximity of the plantation to any land zoned or identified for residential development and rural residential development or smaller lots with potential for dwelling development;</p> <p>(b) Separation distances between the plantation and any properties sensitive to the exposure of insecticides (mainly if any aerial spraying is proposed);</p> <p>(c) Where harvesting is proposed, the suitability of the location in terms of the road network capabilities;</p> <p>(d) The visual impact if the plantation has potential to interrupt scenic views (particularly along main tourist routes);</p> <p>(e) Impact on any tourist and recreation uses on the subject or the adjoining land;</p> <p>(f) Proximity to any airstrips; and The proximity of the plantation to any substantial areas of remnant endemic species and the potential impact on any existing 'Conservation' areas or remnant vegetation areas, and may seek comment from a suitable agency in accordance with clause 66 of the deemed provisions</p>
15.	Home Business Home Occupation	<p>(1) A planning approval granted by the Local Government for any home business or home occupation is specific to the applicant/occupant and shall cease and is not transferable upon sale of the property and/or vacation of the premises by the approved applicant/occupant.</p>

- (2) To the extent that a requirement referred to in subclause (1) is inconsistent with a requirement in the R-Codes, an activity centre plan, a local development plan or a State or local planning policy the requirement referred to in subclause (1) prevails.

33. Additional site and development requirements for areas covered by structure plan, activity centre plan or local development plan

The Table sets out requirements relating to development that are included in structure plans, activity centre plans and local development plans that apply in the Scheme area.

Table 9 - Additional requirements that apply to land covered by structure plan, activity centre plan or local development plan

Area No.	Description of land	Land Use Expectations	Matters to be addressed in Structure Plans	Associated Provisions
1	Piesse Lake The land bounded by Synott Avenue, Carinya Gardens, Tait Terrace, Braeside Road, Adam, Clive and Federal Streets and to the rear of lots fronting Conroy Street.	Residential R20 to R40	<ul style="list-style-type: none"> Existing development Servicing Drainage and water management Land tenure and reservation/zoning Tree retention Pedestrian linkage to implement a Multiple Use Corridor Provision of a variety of dwelling types Provision of potential aged accommodation Rationalisation and provision of high amenity public open space. 	<p>Environmental assessment shall be undertaken as part of structure plan process.</p> <p>All lots created must be connected to the reticulated water and sewerage systems.</p>
2	Northern Residential Expansion	Residential R15 to R30	<ul style="list-style-type: none"> Fire management with adjoining golf course bushland. Existing and proposed servicing requirements. Vegetation protection. Provision for future street and pedestrian connectivity for potential additional long term northern townsite expansion. 	<p>All lots created must be connected to the reticulated water and sewerage systems.</p>
3	Industrial – Agricultural Business	Industrial	<ul style="list-style-type: none"> Retention and management of sales yards. Demand assessment for planning and investment. Determination and justification for lot sizes for intended landuses. Removal of land from agricultural production. Servicing and infrastructure requirements. 	<p>Environmental assessment shall be undertaken as part of structure plan process.</p>

4	Henry Street Industry and Agricultural Foods	Limited rural based Industrial expansion	<ul style="list-style-type: none"> • Provision for rural based industries to complement existing abattoir operations that require large lot sizes not available within existing industrial zoned land. • Demand assessment for planning and investment. • Buffer and transitional landuse requirements to existing abattoir and residential landuses to be incorporated within structure plan area. • Buffers to be internal within structure plan area and not encroach on surrounding lots. • Drainage Management. • Protection of creekline and water quality. • Servicing and infrastructure requirements. • Highway visual impact. 	
5	O'Callaghan Park	Various forms residential and short stay uses including but not limited to Low Density Residential, low cost temporary workers, migrant, student and mine accommodation , caravan park.	<ul style="list-style-type: none"> • Provision of transitional and mining camp accommodation as a substantial community and economic benefit. • Potential for land swap to secure underutilised O'Callaghan Park for development. • Highway buffer noise and development setbacks. • Vegetation assessment and clearing. • Fire management. • Servicing and infrastructure. • Highway and road access. • Transitional landuses to adjoining residential and rural residential development. • Land swap to convert Shire owned rural residential lots to a Parks and Recreation Reserve. • Onsite landuse connectivity and compatibility. • Servicing and potential for onsite effluent disposal for Low Density Residential. 	Environmental assessment shall be undertaken as part of structure plan process.

34. Variations to site and development requirements

- (1) In this clause —
additional site and development requirements means requirements set out in clauses 32 and 33.
- (2) The local government may approve an application for a development approval that does not comply with an additional site and development requirements.
- (3) An approval under subclause (2) may be unconditional or subject to any conditions the local government considers appropriate.
- (4) If the local government is of the opinion that the non-compliance with an additional site and development requirement will mean that the development is likely to adversely affect any owners or occupiers in the general locality or in an area adjoining the site of the development the local government must —
 - (a) consult the affected owners or occupiers by following one or more of the provisions for advertising applications for development approval under clause 64 of the deemed provisions; and
 - (b) have regard to any expressed views prior to making its determination to grant development approval under this clause.
- (5) The local government may only approve an application for development approval under this clause if the local government is satisfied that —
 - (a) approval of the proposed development would be appropriate having regard to the matters that the local government is to have regard to in considering an application for development approval as set out in clause 67 of the deemed provisions; and
 - (b) the non-compliance with the additional site and development requirement will not have a significant adverse effect on the occupiers or users of the development, the inhabitants of the locality or the likely future development of the locality.

35. Restrictive covenants

- (1) A restrictive covenant affecting land in the Scheme area that would have the effect of limiting the number of residential dwellings which may be constructed on the land is extinguished or varied to the extent that the number of residential dwellings that may be constructed is less than the number that could be constructed on the land under this Scheme.
- (2) If subclause (1) operates to extinguish or vary a restrictive covenant —
 - (a) development approval is required to construct a residential dwelling that would result in the number of residential dwellings on the land exceeding the number that would have been allowed under the restrictive covenant; and
 - (b) the local government must not grant development approval for the construction of the residential dwelling unless it gives notice of the application for development approval in accordance with clause 64 of the deemed provisions.

Part 5 — Special control areas

36. Special control areas

- (1) Special control areas are marked on the Scheme Map according to the legend on the Scheme Map.
- (2) The purpose, objectives and additional provisions that apply to each special control area is set out in the Table.

Table 10 - Special control areas in Scheme area

Name of area	Purpose	Additional provisions
WWTP	To protect the Wastewater Treatment Plant present and future operations from potential conflict with incompatible development and land uses.	<p>(1)The Local Government will refuse applications for residential land use or development of any other incompatible uses which would, in the opinion of the Local Government, suffer adverse impacts from the emissions of odours from the plant and this shall include any part of a premises that is partially within or projects into the Special Control Area.</p> <p>(2)In considering an application for planning approval within the Water Corporation Wastewater Treatment Plant Odour Buffer Special Control Area, the Local Government shall have particular regard to:</p> <ol style="list-style-type: none"> (a)The nature and position of the proposed development within the Special Control Area mapping; (b)The compatibility of the proposed development with odour emissions from the Wastewater Treatment Plant; and (c)Any specific advice and recommendations on the proposal received from the Water Corporation. <p>(3)The Local Government may grant planning approval for non-habitable buildings to be developed within the Water Corporation Wastewater Treatment Plant Odour Buffer Special Control Area provided that the Local Government deems the development and/or land use compatible with the purpose of the Special Control Area and any necessary measures have been incorporated into the design for the premises.</p> <p>(4)The Local Government shall not support the further subdivision of any land within the Water Corporation Wastewater Treatment Plant Odour Buffer Special Control Area such where it will create a greater potential for future land use conflict to be generated between sensitive uses and the odour buffer around the Wastewater Treatment Plant.</p> <p>(5)Where subdivision is supported within the Special Control Area, the Local Government shall request the Commission impose a condition on the approval for the creation of any new lots created as a result of subdivision within the Water Corporation Wastewater Treatment Plant Odour Buffer Special Control Area to be required to have a memorial notice placed on the Certificate of Title advising that the land may be subject to odour emissions from the adjoining/nearby Water Corporation Wastewater Treatment Plant.</p>

Part 6 — Terms referred to in Scheme

Division 1 — General definitions used in Scheme

37. Terms used

- (1) If a word or expression used in this Scheme is listed in this clause, its meaning is as follows —

building envelope means the area of land within which all buildings and effluent disposal facilities on a lot must be contained;

building height, in relation to a building —

- (a) if the building is used for residential purposes, has the meaning given in the R-Codes; or
- (b) if the building is used for purposes other than residential purposes, means the maximum vertical distance between the natural ground level and the finished roof height directly above, excluding minor projections as that term is defined in the R-Codes;

cabin means a dwelling forming part of a tourist development or caravan park that is —

- (a) an individual unit other than a chalet; and
- (b) designed to provide short-term accommodation for guests;

chalet means a dwelling forming part of a tourist development or caravan park that is —

- (a) a self-contained unit that includes cooking facilities, bathroom facilities and separate living and sleeping areas; and
- (b) designed to provide short-term accommodation for guests;

commencement day means the day this Scheme comes into effect under section 87(4) of the Act;

commercial vehicle means a vehicle, whether licenced or not, that has a gross vehicle mass of greater than 4.5 tonnes including —

- (a) a utility, van, truck, tractor, bus or earthmoving equipment; and
- (b) a vehicle that is, or is designed to be an attachment to a vehicle referred to in paragraph (a);

floor area has meaning given in the Building Code;

frontage, in relation to a building —

- (a) if the building is used for residential purposes, has the meaning given in the R-Codes; or
- (b) if the building is used for purposes other than residential purposes, means the line where a road reserve and the front of a lot meet and, if a lot abuts 2 or more road reserves, the one to which the building or proposed building faces;

incidental use means a use of premises which is consequent on, or naturally attaching, appertaining or relating to, the predominant use;

minerals has the meaning given in the *Mining Act 1978* section 8(1);

net lettable area or **nla** means the area of all floors within the internal finished surfaces of permanent walls but does not include the following areas —

- (a) stairs, toilets, cleaner's cupboards, lift shafts and motor rooms, escalators, tea rooms and plant rooms, and other service areas;
- (b) lobbies between lifts facing other lifts serving the same floor;
- (c) areas set aside as public space or thoroughfares and not for the exclusive use of occupiers of the floor or building;
- (d) areas set aside for the provision of facilities or services to the floor or building where those facilities are not for the exclusive use of occupiers of the floor or building;

non-conforming use has the meaning given in the *Planning and Development Act 2005* section 172;

plot ratio means the ratio of the floor area of a building to an area of land within the boundaries of the lot or lots on which the building is located;

precinct means a definable area where particular planning policies, guidelines or standards apply;

predominant use means the primary use of premises to which all other uses carried out on the premises are incidental;

retail means the sale or hire of goods or services to the public;

short-term accommodation means temporary accommodation provided either continuously or from time to time with no guest accommodated for periods totalling more than 3 months in any 12 month period;

wall height, in relation to a wall of a building —

- (a) if the building is used for residential purposes, has the meaning given in the R-Codes; or
- (b) if the building is used for purposes other than residential purposes, means the vertical distance from the natural ground level of the boundary of the property that is closest to the wall to the point where the wall meets the roof or parapet;

wholesale means the sale of goods or materials to be sold by others.

(2) A word or expression that is not defined in this Scheme —

- (a) has the meaning it has in the *Planning and Development Act 2005*; or
- (b) if it is not defined in that Act — has the same meaning as it has in the R-Codes.

Division 2 — Land use terms used in Scheme

38. Land use terms used

If this Scheme refers to a category of land use that is listed in this provision, the meaning of that land use is as follows —

abattoir means premises used commercially for the slaughtering of animals for the purposes of consumption as food products;

agriculture — extensive means premises used for the raising of stock or crops including outbuildings and earthworks, but does not include agriculture — intensive or animal husbandry — intensive;

agriculture — intensive means premises used for commercial production purposes, including outbuildings and earthworks, associated with any of the following —

- (a) the production of grapes, vegetables, flowers, exotic or native plants, or fruit or nuts;
- (b) the establishment and operation of plant or fruit nurseries;
- (c) the development of land for irrigated fodder production or irrigated pasture (including turf farms);
- (d) aquaculture;

agroforestry means land, other than a tree plantation, used commercially for tree production in conjunction with traditional agricultural activities such as grazing/cropping for the purposes of:

- (a) providing shelter belts or windbreaks;
- (b) preventing soil erosion on steep slopes; or
- (c) to assist in the maintenance of water quality in watercourses, streams or drainage lines;

amusement parlour means premises —

- (a) that are open to the public; and
- (b) that are used predominantly for amusement by means of amusement machines including computers; and
- (c) where there are 2 or more amusement machines;

ancillary tourist use means premises used for —

- (a) recreation or entertainment;
- (b) consumption of food and / or beverages,
- (c) the sale of produce,
- (d) the sale of arts and crafts, and / or,
- (e) conducting excursions for tourists,

where such use is incidental to and directly related to the predominant use of the land.

animal establishment means premises used for the breeding, boarding, training or caring of animals for commercial purposes but does not include animal husbandry — intensive or veterinary centre;

animal husbandry — intensive means premises used for keeping, rearing or fattening of pigs, poultry (for either egg or meat production), rabbits (for either meat or fur production) or other livestock in feedlots, sheds or rotational pens;

art gallery means premises —

- (a) that are open to the public; and
- (b) where artworks are displayed for viewing or sale;

bed and breakfast means a dwelling —

- (a) used by a resident of the dwelling to provide short-term accommodation, including breakfast, on a commercial basis for not more than 4 adult persons or one family; and
- (b) containing not more than 2 guest bedrooms;

betting agency means an office or totalisator agency established under the *Racing and Wagering Western Australia Act 2003*;

brewery means premises the subject of a producer's licence authorising the production of beer, cider or spirits granted under the *Liquor Control Act 1988*;

bulky goods showroom means premises —

- (a) used to sell by retail any of the goods and accessories of the following types that are principally used for domestic purposes —
 - (i) automotive parts and accessories;
 - (ii) camping, outdoor and recreation goods;
 - (iii) electric light fittings;
 - (iv) animal supplies including equestrian and pet goods;
 - (v) floor and window coverings;
 - (vi) furniture, bedding, furnishings, fabrics, manchester and homewares;
 - (vii) household appliances, electrical goods and home entertainment goods;
 - (viii) party supplies;
 - (ix) office equipment and supplies;
 - (x) babies' and childrens' goods, including play equipment and accessories;
 - (xi) sporting, cycling, leisure, fitness goods and accessories;
 - (xii) swimming pools;

or

- (b) used to sell by retail goods and accessories by retail if —
 - (i) a large area is required for the handling, display or storage of the goods; or
 - (ii) vehicular access is required to the premises for the purpose of collection of purchased goods;

caravan park means premises that are a caravan park as defined in the *Caravan Parks and Camping Grounds Act 1995* section 5(1);

caretaker's dwelling means a dwelling on the same site as a building, operation or plant used for industry, and occupied by a supervisor of that building, operation or plant;

car park means premises used primarily for parking vehicles whether open to the public or not but does not include —

- (a) any part of a public road used for parking or for a taxi rank; or
- (b) any premises in which cars are displayed for sale;

child care premises means premises where —

- (a) an education and care service as defined in the *Education and Care Services National Law (Western Australia)* section 5(1), other than a family day care service as defined in that section, is provided; or
- (b) a child care service as defined in the *Child Care Services Act 2007* section 4 is provided;

cinema/theatre means premises where the public may view a motion picture or theatrical production;

civic use means premises used by a government department, an instrumentality of the State or the local government for administrative, recreational or other purposes;

club premises means premises used by a legally constituted club or association or other body of persons united by a common interest;

commercial vehicle parking means premises used for parking of one or 2 commercial vehicles but does not include —

- (a) any part of a public road used for parking or for a taxi rank; or
- (b) parking of commercial vehicles incidental to the predominant use of the land;

community purpose means premises designed or adapted primarily for the provision of educational, social or recreational facilities or services by organisations involved in activities for community benefit;

consulting rooms means premises used by no more than 2 health practitioners at the same time for the investigation or treatment of human injuries or ailments and for general outpatient care;

convenience store means premises —

- (a) used for the retail sale of convenience goods commonly sold in supermarkets, delicatessens or newsagents; and
- (b) operated during hours which include, but may extend beyond, normal trading hours; and
- (c) the floor area of which does not exceed 300 m² net lettable area;

corrective institution means premises used to hold and reform persons committed to it by a court, such as a prison or other type of detention facility;

educational establishment means premises used for the purposes of providing education including premises used for a school, higher education institution, business college, academy or other educational institution;

exhibition centre means premises used for the display, or display and sale, of materials of an artistic, cultural or historical nature including a museum;

family day care means premises where a family day care service as defined in the *Education and Care Services National Law (Western Australia)* is provided;

farm supply centre means premises used for the supply and sale of seeds, fertilisers, agricultural chemicals, stock foods, tractors/farm equipment, implements and/or components and/or irrigation equipment for agriculture/primary production purposes;

farm workers accommodation means premises used as quarters for staff employed in the use of land for rural purposes, such as agriculture, intensive animal husbandry and forestry, conducted on a lot in the same ownership whether or not such quarters are self-contained;

fast food outlet/lunch bar means premises, including premises with a facility for drive-through service, used for the preparation, sale and serving of food to customers in a form ready to be eaten —

- (a) without further preparation; and
- (b) primarily off the premises;

freeway service centre means premises that has direct access to a freeway and which provides all the following services or facilities and may provide other associated facilities or services but does not provide bulk fuel services —

- (a) service station facilities;
- (b) emergency breakdown repair for vehicles;
- (c) charging points for electric vehicles;
- (d) facilities for cyclists;
- (e) restaurant, cafe or fast food services;
- (f) take-away food retailing;
- (g) public ablution facilities, including provision for disabled access and infant changing rooms;
- (h) parking for passenger and freight vehicles;
- (i) outdoor rest stop facilities such as picnic tables and shade areas;

fuel depot means premises used for the storage and sale in bulk of solid or liquid or gaseous fuel but does not include premises used —

- (a) as a service station; or
- (b) for the sale of fuel by retail into a vehicle for use by the vehicle;

funeral parlour means premises used —

- (a) to prepare and store bodies for burial or cremation;
- (b) to conduct funeral services;

garden centre means premises used for the propagation, rearing and sale of plants, and the storage and sale of products associated with horticulture and gardens;

holiday accommodation means 2 or more dwellings on one lot used to provide short term accommodation for persons other than the owner of the lot;

holiday house means a single dwelling on one lot used to provide short-term accommodation but does not include a bed and breakfast;

home business means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out a business, service or profession if the carrying out of the business, service or profession —

- (a) does not involve employing more than 2 people who are not members of the occupier's household; and
- (b) will not cause injury to or adversely affect the amenity of the neighbourhood; and
- (c) does not occupy an area greater than 50 m²; and
- (d) does not involve the retail sale, display or hire of any goods unless the sale, display or hire is done only by means of the Internet; and
- (e) does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood; and
- (f) does not involve the presence, use or calling of a vehicle of more than 4.5 tonnes tare weight; and
- (g) does not involve the use of an essential service that is greater than the use normally required in the zone in which the dwelling is located;

home occupation means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out an occupation if the carrying out of the occupation that —

- (a) does not involve employing a person who is not a member of the occupier's household; and
- (b) will not cause injury to or adversely affect the amenity of the neighbourhood; and
- (c) does not occupy an area greater than 20 m²; and
- (d) does not involve the display on the premises of a sign with an area exceeding 0.2 m²; and
- (e) does not involve the retail sale, display or hire of any goods unless the sale, display or hire is done only by means of the Internet; and

- (f) does not—
 - (i) require a greater number of parking spaces than normally required for a single dwelling; or
 - (ii) result in an increase in traffic volume in the neighbourhood;
- and
- (g) does not involve the presence, use or calling of a vehicle of more than 4.5 tonnes tare weight; and
- (h) does not include provision for the fuelling, repair or maintenance of motor vehicles; and
- (i) does not involve the use of an essential service that is greater than the use normally required in the zone in which the dwelling is located;

home office means a dwelling used by an occupier of the dwelling to carry out a home occupation if the carrying out of the occupation —

- (a) is solely within the dwelling; and
- (b) does not entail clients or customers travelling to and from the dwelling; and
- (c) does not involve the display of a sign on the premises; and
- (d) does not require any change to the external appearance of the dwelling;

home store means a shop attached to a dwelling that —

- (a) has a net lettable area not exceeding 100 m²; and
- (b) is operated by a person residing in the dwelling;

hospital means premises used as a hospital as defined in the *Hospitals and Health Services Act 1927* section 2(1);

hotel means premises the subject of a hotel licence other than a small bar or tavern licence granted under the *Liquor Control Act 1988* including any betting agency on the premises;

industry means premises used for the manufacture, dismantling, processing, assembly, treating, testing, servicing, maintenance or repairing of goods, products, articles, materials or substances and includes facilities on the premises for any of the following purposes —

- (a) the storage of goods;
- (b) the work of administration or accounting;
- (c) the selling of goods by wholesale or retail;
- (d) the provision of amenities for employees;
- (e) incidental purposes;

industry – cottage means a trade or light industry producing arts and craft goods which does not fall within the definition of a home occupation and which: does not cause injury to or adversely affect the amenity of the neighbourhood;

- (a) where operated in a residential zone,
- (b) does not employ any person other than a member of the occupier's household;
- (c) is conducted within an outbuilding which is compatible with the principal uses to which land in the zone in which it is located may be put;
- (d) does not occupy an area in excess of 50m²; and
- (e) does not display a sign exceeding 0.2m² in area;

industry — extractive means premises, other than premises used for mining operations, that are used for the extraction of basic raw materials including by means of ripping, blasting or dredging and may include facilities for any of the following purposes —

- (a) the processing of raw materials including crushing, screening, washing, blending or grading;
- (b) activities associated with the extraction of basic raw materials including wastewater treatment, storage, rehabilitation, loading, transportation, maintenance and administration;

industry — light means premises used for an industry where impacts on the amenity of the area in which the premises is located can be mitigated, avoided or managed;

industry — primary production means premises used —

- (a) to carry out a primary production business as that term is defined in the *Income Tax Assessment Act 1997* (Commonwealth) section 995-1; or
- (b) for a workshop servicing plant or equipment used in primary production businesses;

liquor store — large means premises the subject of a liquor store licence granted under the *Liquor Control Act 1988* with a net lettable area of more than 300 m²;

liquor store — small means premises the subject of a liquor store licence granted under the *Liquor Control Act 1988* with a net lettable area of not more than 300 m²;

marina means —

- (a) premises used for providing mooring, fuelling, servicing, repairing, storage and other facilities for boats, including the associated sale of any boating gear or equipment; and
- (b) all jetties, piers, embankments, quays, moorings, offices and storerooms used in connection with the provision of those services;

marine filling station means premises used for the storage and supply of liquid fuels and lubricants for marine craft;

market means premises used for the display and sale of goods from stalls by independent vendors;

medical centre means premises other than a hospital used by 3 or more health practitioners at the same time for the investigation or treatment of human injuries or ailments and for general outpatient care;

mining operations means premises where mining operations, as that term is defined in the *Mining Act 1978* section 8(1) is carried out;

motel means premises, which may be licensed under the *Liquor Control Act 1988* —

- (a) used to accommodate guests in a manner similar to a hotel; and
- (b) with specific provision for the accommodation of guests with motor vehicles;

motor vehicle, boat or caravan sales means premises used to sell or hire motor vehicles, boats or caravans;

motor vehicle repair means premises used for or in connection with —

- (a) electrical and mechanical repairs, or overhauls, to vehicles other than panel beating, spray painting or chassis reshaping of vehicles; or
- (b) repairs to tyres other than recapping or re-treading of tyres;

motor vehicle wash means premises primarily used to wash motor vehicles;

nightclub means premises the subject of a nightclub licence granted under the *Liquor Control Act 1988*;

office means premises used for administration, clerical, technical, professional or similar business activities;

park home park means premises used as a park home park as defined in the *Caravan Parks and Camping Grounds Regulations 1997* Schedule 8;

place of worship means premises used for religious activities such as a chapel, church, mosque, synagogue or temple;

public utility means any work or undertaking constructed or maintained by a government agency or the Local Government as may be required to provide water, sewerage, electricity, gas, drainage or other similar services;

reception centre means premises used for hosted functions on formal or ceremonial occasions;

recreation — private means premises that are —

- (a) used for indoor or outdoor leisure, recreation or sport; and
- (b) not usually open to the public without charge;

resource recovery centre means premises other than a waste disposal facility used for the recovery of resources from waste;

restaurant/cafe means premises primarily used for the preparation, sale and serving of food and drinks for consumption on the premises by customers for whom seating is provided, including premises that are licenced under the *Liquor Control Act 1988*;

restricted premises means premises used for the sale by retail or wholesale, or the offer for hire, loan or exchange, or the exhibition, display or delivery of —

- (a) publications that are classified as restricted under the *Classification (Publications, Films and Computer Games) Act 1995* (Commonwealth); or
- (b) materials, compounds, preparations or articles which are used or intended to be used primarily in or in connection with any form of sexual behaviour or activity; or
- (c) smoking-related implements;

road house means premises that has direct access to a State road other than a freeway and which provides the services or facilities provided by a freeway service centre and may provide any of the following facilities or services —

- (a) a full range of automotive repair services;
- (b) wrecking, panel beating and spray painting services;
- (c) transport depot facilities;
- (d) short-term accommodation for guests;
- (e) facilities for being a muster point in response to accidents, natural disasters and other emergencies;

rural home business means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out a business, service or occupation if the carrying out of the business, service or occupation —

- (a) does not involve employing more than 2 people who are not members of the occupier's household; and
- (b) will not cause injury to or adversely affect the amenity of the neighbourhood; and
- (c) does not occupy an area greater than 200 m²; and
- (d) does not involve the retail sale, display or hire of any goods unless the sale, display or hire is done only by means of the Internet; and
- (e) does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood; and
- (f) does not involve the presence, use or calling of more than 3 vehicles at any one time or of a vehicle of more than 30 tonnes gross weight;

rural pursuit/hobby farm means any premises, other than premises used for agriculture — extensive or agriculture — intensive, that are used by an occupier of the premises to carry out any of the following activities if carrying out of the activity does not involve permanently employing a person who is not a member of the occupier's household —

- (a) the rearing, agistment, stabling or training of animals;
- (b) the keeping of bees;
- (c) the sale of produce grown solely on the premises;

serviced apartment means a group of units or apartments providing —

- (a) self-contained short stay accommodation for guests; and
- (b) any associated reception or recreational facilities;

service station means premises other than premises used for a transport depot, panel beating, spray painting, major repairs or wrecking, that are used for —

- (a) the retail sale of petroleum products, motor vehicle accessories and goods of an incidental or convenience nature; or
- (b) the carrying out of greasing, tyre repairs and minor mechanical repairs to motor vehicles;

shop means premises other than a bulky goods showroom, a liquor store — large or a liquor store — small used to sell goods by retail, to hire goods, or to provide services of a personal nature, including hairdressing or beauty therapy services;

small bar means premises the subject of a small bar licence granted under the *Liquor Control Act 1988*;

tavern means premises the subject of a tavern licence granted under the *Liquor Control Act 1988*;

telecommunications infrastructure means premises used to accommodate the infrastructure used by or in connection with a telecommunications network including any line, equipment, apparatus, tower, antenna, tunnel, duct, hole, pit or other structure related to the network;

tourist development means a building, or a group of buildings forming a complex, other than a bed and breakfast, a caravan park or holiday accommodation, used to provide —

- (a) short-term accommodation for guests; and
- (b) onsite facilities for the use of guests; and
- (c) facilities for the management of the development;

trade display means premises used for the display of trade goods and equipment for the purpose of advertisement;

trade supplies means premises used to sell by wholesale or retail, or to hire, assemble or manufacture any materials, tools, equipment, machinery or other goods used for the following purposes including goods which may be assembled or manufactured off the premises —

- (a) automotive repairs and servicing;
- (b) building including repair and maintenance;
- (c) industry;
- (d) landscape gardening;
- (e) provision of medical services;
- (f) primary production;
- (g) use by government departments or agencies, including local government;

transport depot means premises used primarily for the parking or garaging of 3 or more commercial vehicles including —

- (a) any ancillary maintenance or refuelling of those vehicles; and
- (b) any ancillary storage of goods brought to the premises by those vehicles; and
- (c) the transfer of goods or persons from one vehicle to another;

tree farm means land used commercially for tree production where trees are planted in blocks of more than one hectare, including land in respect of which a carbon right is registered under the *Carbon Rights Act 2003* section 5;

veterinary centre means premises used to diagnose animal diseases or disorders, to surgically or medically treat animals, or for the prevention of animal diseases or disorders;

warehouse/storage means premises including indoor or outdoor facilities used for —

- (a) the storage of goods, equipment, plant or materials; or
- (b) the display or sale by wholesale of goods;

waste disposal facility means premises used —

- (a) for the disposal of waste by landfill; or
- (b) the incineration of hazardous, clinical or biomedical waste;

waste storage facility means premises used to collect, consolidate, temporarily store or sort waste before transfer to a waste disposal facility or a resource recovery facility on a commercial scale;

wind farm means premises used to generate electricity by wind force and any associated turbine, building or other structure but does not include anemometers or turbines used primarily to supply electricity for a domestic property or for private rural use;

winery means premises used for the production of viticultural produce and associated sale of the produce;

workforce accommodation means premises, which may include modular or relocatable buildings, used —

- (a) primarily for the accommodation of workers engaged in construction, resource, agricultural or other industries on a temporary basis; and
- (b) for any associated catering, sporting and recreation facilities for the occupants and authorised visitors.

<p align="center">Schedule 1 – Special Residential Zone</p> <p>In addition to the general requirements for land within the zone, the following special provisions and requirements shall apply to the areas identified in the Schedule below:</p>		
No.	Name of Special Residential Zone	Special Provisions Applying to Specified Special Residential Zone
	Lot 3 of Katanning Agricultural Area Lot 54	<ol style="list-style-type: none"> 1. The minimum lot size should be no less than 4000 square metres. Subdivision shall generally be in accordance with the Subdivision Guide Plan certified by the Chief Executive Officer. 2. Dwellings and all ancillary buildings shall be constructed of non-reflective material (with the exception of glazed areas) and shall comprise either timber, stone, rammed earth, brick or steel construction and shall be of colour(s) and textures which are essentially natural and earthy. All such materials shall be to the satisfaction of the Council and shall be compatible with the rural character of the locality. 3. Dwellings shall be restricted to a maximum height of 9.0 metres and ancillary buildings shall be restricted to a maximum height of 5.0 metres. The height of buildings shall be measured vertically from the mean natural surface of that part of the land contained within the boundaries of the building. 4. Radio mast, TV antenna, and satellite dish shall be located such that they do not detract from the local visual amenity or cause offence to neighbouring properties. 5. No clearing of vegetation shall occur within any lot except for the following: <ol style="list-style-type: none"> a) Clearing to comply with the requirements of the Bush Fires Act 1954 (as amended) b) Clearing within the approved Building Envelope as may be reasonably required to construct an approved building and curtilage thereto. c) Clearing to gain vehicular access to the curtilage of an approved dwelling or any other clearing which may be approved by the Council 6. At the time of application for planning approval for a dwelling, each lot owner will be required to plant, and maintain for a period of two years, 20 trees capable of growing to at least three metres in height. 7. Each lot shall be required to be serviced with a reticulated water supply, underground power, and telecommunications. The provision of these services shall be the responsibility of the subdivider. 8. <ol style="list-style-type: none"> a) The disposal of liquid and/or solid wastes shall be carried out by the installation of an Aerobic Treatment Unit (ATU) or similar system, to the satisfaction of the Council and the Health Department of Western Australia. b) No dwelling shall be occupied without the prior approval and installation of such a disposal system.

		<ol style="list-style-type: none"> 9. The keeping and rearing of stock shall not be permitted within the subdivision on any lot less than 8000 square metres in area. 10. Boundary fencing shall comprise non-electrified stock proof wire or ring-lock fencing to a maximum height of 1.2 metres above the natural surface of the land, with posts being a split jarrah, or treated pine. Internal fencing for courtyards, swimming pools or tennis courts, etc shall comprise materials other than asbestos cement, tyres or corrugated iron. 11. Low fuel areas (areas clear of all flammable material with the exception of live trees) shall be maintained around all buildings for a minimum distance of 20 metres or such greater distance as the Council may consider reasonable having regard for the slope of the land and the general vegetation cover of the surrounding land. 12. A building envelope, with an area that is no greater than 20% of the lot area must be approved by the Council and identified on a plan for each lot within the subdivision. No development shall occur on any lot unless a building envelope has been identified and approved by the Council. 13. The Council will not permit secondhand relocated/or transported dwellings or ancillary buildings to be located on any lot within the subdivision. New transportable dwellings and/or ancillary buildings may be permitted subject to the provisions of the Scheme. 14. No dams or lakes shall be created on any lot without the prior approval of the Council. 15. All land and buildings shall be kept in a clean and tidy condition.
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<p align="center">Schedule 2 – Rural Residential Zone</p> <p>In addition to the general requirements for land within the zone set out in Table 3, the following special provisions and requirements shall apply to the areas identified in the Schedule below:</p>		
No.	Name of Rural Residential Zone	Special Provisions Applying to Specified Rural Residential Zone
RR1	Pinwernying Rural Residential zone PREVIOUS SR1 AREA	<ol style="list-style-type: none"> 1. Subdivision of RR1 shall generally be in accordance with the Subdivision Guide Plan ‘RR1’ endorsed by the CEO, with any minor variations approved by the WA Planning Commission. 2. The minimum lot size shall be 2 hectares. 3. Notwithstanding the minimum setbacks in Table 3, all buildings shall be setback a minimum of 30m to Dumbleyung Road.
RR2	Prosser Street West Katanning Rural Residential zone PREVIOUS SR2 AREA	<ol style="list-style-type: none"> 1. Subdivision of RR2 shall generally be in accordance with the Subdivision Guide Plan ‘RR2’ endorsed by the CEO, with any minor variations approved by the WA Planning Commission. 2. The minimum lot size shall be 2 hectares.
RR3	Illareen Road West Katanning Rural Residential zone (Lots E41 and E42 of Pt Kojonup Location 256 and Kojonup Locations 2979 and 304). PREVIOUS SR4 AREA	<ol style="list-style-type: none"> 1. Subdivision of RR3 shall generally be in accordance with the relevant Subdivision Guide Plan endorsed by the CEO, with any minor variations approved by the WA Planning Commission. 2. The minimum lot size shall be 1 hectare.

<p align="center">Schedule 3 – Rural Smallholding Zone</p> <p>In addition to the general requirements for land within the zone set out in Table 3, the following special provisions and requirements shall apply to the areas identified in the Schedule below:</p>		

Shire of Katanning Local Planning Scheme No. 5

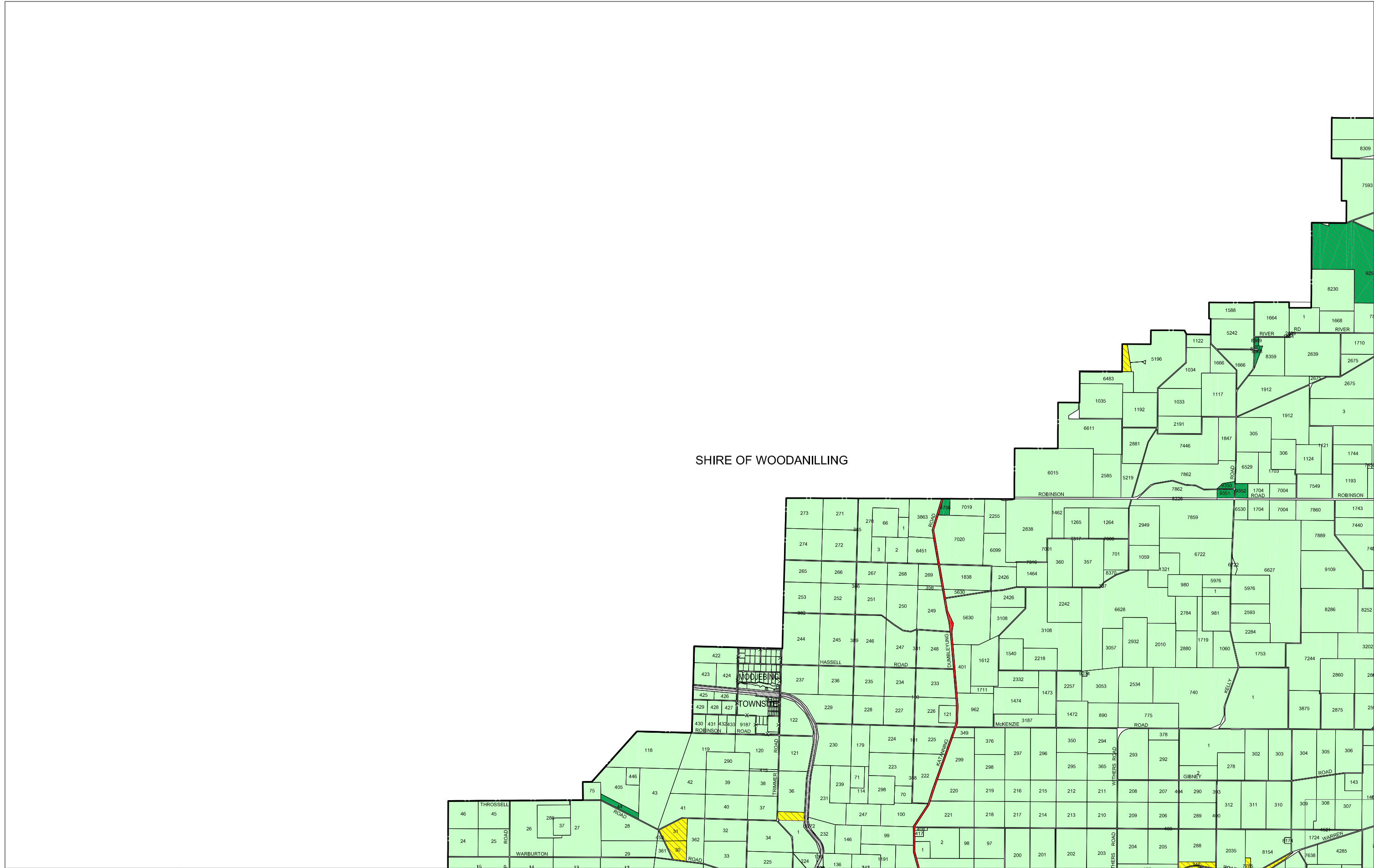
The following Table lists the key changes between the existing Town Planning Scheme No. 4 (TPS4), adopted in 1998, the draft Local Planning Scheme No. 5 (LPS5) endorsed by Council in August 2014, and the version prepared in 20015 to take account of the Planning and Development (Local Planning Schemes) Regulations 2015 (LPS Regulations)

No	2014 draft LPS5 (compared to TPS4)	Implication/Outcome (2014)	2015 comparison/change
1	Removal of commercial Zoning – replace with Town Centre Zone	One consistent zoning allowing for consistent development standards within the Town Centre.	Renamed 'Commercial' to reflect latest MST& new LPS Regulations
2	Removal of Special Rural Zone, insertion of Rural Residential	Changed terminology for Special Rural which is now defined as Rural Residential.	Table 3 and Schedule 1 apply
3	Removal of Light Industrial Zone, insertion of Enterprise Zone.	Provides a transitional zone between the Residential and General Industrial Zones	New zone colour introduced Table 2 contains Development Requirements
4	Insertion of Rural Small Holding Zone.	Provides an interface between General Agricultural Zone and provides for lot sizes of between 4 and 40ha	Reflects Planning Strategy. Schedule 2 introduced
5	Removal of rural Zone and Insertion of General Agriculture Zone.	Alignment with WAPC terminology	Renamed 'Rural'
6	Insertion of Future Development Zone.	Provides for a neutral zone that allows for structure planning to guide and define development recognizing the specific constraints and opportunities to each parcel of land and land uses.	Renamed 'Urban Development' and 'Industrial Development' Table 1 includes Zone Objectives Table 2 contains Development Requirements
7	Zoning Table Symbols – remove the following symbols- "P" means that the use is permitted by the Scheme. "AA" means that the use is not permitted unless the Council has granted planning approval. "SA" means that the use is not permitted unless the Council has granted planning approval after giving notice in accordance with clause 8.3.1. "X" means a use that is not permitted by the Scheme.	Model Scheme Text compliant	Interpretations updated to reflect 2015 MST definitions [Clause 18] "I" Incidental use reintroduced. P means that the use is permitted if it complies with any relevant development standards and requirements of this Scheme;

No	2014 draft LPS5 (compared to TPS4)	Implication/Outcome (2014)	2015 comparison/change
	<p>Insert the following symbols:</p> <p>“P” Means that the use is permitted by the Scheme providing the use complies with the relevant development standards and the requirements of the Scheme;</p> <p>“D” Means that the use is not permitted unless the Local Government has exercised its discretion by granting planning approval;</p> <p>“A” Means that the use is not permitted unless the Local Government has exercised its discretion by granting planning approval after giving special notice in accordance with Clause 9.4;</p> <p>“X” Means a use that is not permitted by the Scheme</p> <p>Remove defunct zones in zoning table and insert new zones.</p>		<p>I means that the use is permitted if it is consequent on, or naturally attaching, appertaining or relating to the predominant use of the land and it complies with any relevant development standards and requirements of this Scheme;</p> <p>D means that the use is not permitted unless the local government has exercised its discretion by granting development approval;</p> <p>A means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving notice in accordance with clause 64 of the deemed provisions;</p> <p>X means that the use is not permitted by this Scheme.</p>
8	Change in Schedule numbering.	Reflects zone changes.	Renumbering and reformatting
9	Combine extensions and changes to non-conforming uses	Operationally sound	Updated to reflect terminology and provisions in 2015 MST
10	<p>Part 5 - Changes to General Development Requirements.</p> <ol style="list-style-type: none"> 1. Remove split coding R12.5/25, insert R25 coding and provide for a maximum density for development to R10 (1000m²) when sewer connection prohibitive. 2. Introduce Ancillary Dwelling with maximum plot ratios of 150m². 	<p>Consistent with Model Scheme Text.</p> <p>Recognizes constraints to infrastructure extensions, specifically sewer.</p> <p>Increases plot ratio area of R codes from max 70m².</p>	<p>Updated to reflect 2015 MST and RCodes</p> <p>1 – New LPS5 Clause 26 (1)</p> <p>2 – New LPS5 Clause 26 (3)</p>

No	2014 draft LPS5 (compared to TPS4)	Implication/Outcome (2014)	2015 comparison/change
	3. Introduce Aged or Dependent Persons Dwelling with maximum plot ratios of 150m ² (single Dwelling and 100m ² (multiple dwelling).	Increases plot ratio area of R codes from max 100m ² (single Dwelling and 80m ² (multiple dwelling).	3 – New LPS5 Clause 26 (4).
	4. Introduce Single Bedroom Dwelling with maximum plot ratio area of 150m ² .	Increases plot ratio area of R codes from max 70m ² . Removes barriers to development.	4 – New LPS5 Clause 26 (5). Note: maximum plot ratio area of 100m ² .
	5. Extinguishes Restrictive Covenants that limit development to that which is less than that of the Scheme and RCodes.	Guiding provisions and flexibility in approval process.	
	6. Introduce Structure Plans and Provisions and ability to approve minor variations to approved Structure Plans.	Guiding provisions.	6 & 7 - Redundant [addressed in Parts 4 & 6 respectively, Schedule 2 (deemed provisions) of new Regs.
	7. Introduce Local development Plans and Provisions.	Model Scheme Text compliant.	
	8. Introduce more prescriptive requirements for land subject flooding.	Operationally sound.	8 - Table 8, Requirement 1
	9. Introduce vehicle access to land provisions.	Operationally sound.	9 - Table 8, Requirement 2
	10. Introduce bin and refuse storage areas.	Operationally sound.	10 - Table 8, Requirement 4
	11. Introduce more prescriptive landscape requirements.	Operationally sound.	11 - Table 8, Requirement 5
	12. Introduce more prescriptive on site effluent disposal requirements in accordance with MST.	Operationally sound.	12 - Table 8, Requirement 6
	13. Increase potable water to 135,000 litres consistent with current standards.	Previously 92,000kl.	13 – Table 8, Requirement 7 min water storage capacity 135k

No	2014 draft LPS5 (compared to TPS4)	Implication/Outcome (2014)	2015 comparison/change
	<p>14. Introduce fire provisions.</p> <p>15. Introduce caretakers' dwellings & provisions – plot ratio area max 150m².</p> <p>16. Introduce Tourist Accommodation clause</p> <p>17. Introduce Extractive Industry Development controls.</p> <p>18. Introduce Agriculture intensive and animal husbandry – intensive and application requirements.</p> <p>19. Introduce application requirements for Tree Plantations.</p>	<p>Operationally sound.</p> <p>Operationally sound.</p> <p>Operationally sound.</p> <p>Operationally sound.</p> <p>Opportunity to apply control to incremental development</p>	<p>14 - Table 8, Requirement 8</p> <p>15 - Table 8, Requirement 9</p> <p>16 - Table 8, Requirement 11</p> <p>17 - Table 8, Requirement 12</p> <p>18 - Table 8, Requirement 13 (also new MST definitions)</p> <p>19 - Table 8, Requirement 14</p>
11	Part 6 – Special Control Areas. Introduce provisions and standards for structure planning.	Consistent with MST provisions.	WWTP is the only remaining SCA Precincts identified in Strategy are designated “Development Zones” – SCA is superseded mechanism for Structure Planning; New Part 4, deemed provisions apply.
12	Part 7 Heritage – greater detail to places and precincts whilst still retaining ability to vary development standards for heritage buildings.	Operationally sound.	2015 MST and Deemed provisions supplant some Clauses and procedures.
13	Part 8 - Development of Land Relaxes requirement for Planning Approval for certain development.	Operationally sound.	Updated to reflect 2015 MST
14	<p>1. Update schedule 1 – definitions</p> <p>2. Introduce new Schedules corresponding to the new/renamed zones.</p>	<p>Consistent with MST provisions.</p> <p>Operationally sound.</p>	Revised definitions Division 1 and 2 ‘Terms Used’ [based on LPS Regs and MST]



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LEGEND

LOCAL SCHEME RESERVES

- PUBLIC PURPOSES
- RAILWAY
- PUBLIC OPEN SPACE
- PRIMARY DISTRIBUTOR ROAD
- LOCAL ROAD

ZONES

- RESIDENTIAL
- SPECIAL RESIDENTIAL
- COMMERCIAL
- SPECIAL USE
- URBAN DEVELOPMENT
- ENTREPRISE
- GENERAL INDUSTRY
- INDUSTRIAL DEVELOPMENT
- RURAL
- RURAL RESIDENTIAL

OTHER

- R 30 R CODES
- A1 ADDITIONAL USES
- SCA SPECIAL CONTROL AREA
- SU 1 SPECIAL USE AREAS (SEE SCHEME TEXT)
- RR 1 RURAL RESIDENTIAL AREAS (SEE SCHEME TEXT)

SCHEME BOUNDARY

- SCHEME BOUNDARY
- LOCAL GOVERNMENT BOUNDARY
- TOWNSITE - LAND ACT

Authorised :

Plot Date:

G.Gazette:

MAP KEY

SHEET 1, SHEET 2, SHEET 3, SHEET 4

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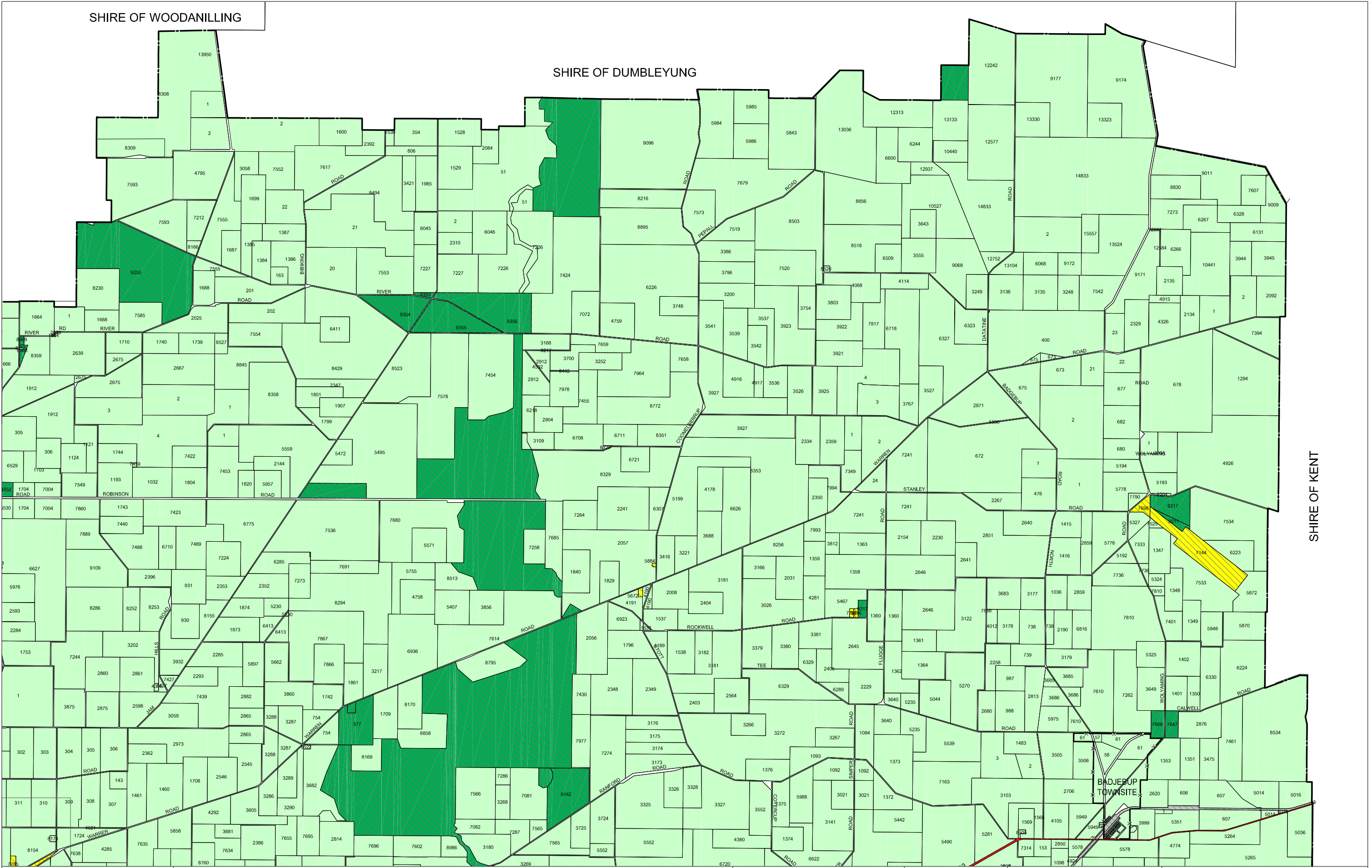
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SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 1 of 12



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PUBLIC PURPOSES	RESIDENTIAL	R 30 R CODES
RAILWAY	SPECIAL RESIDENTIAL	A1 ADDITIONAL USES
PUBLIC OPEN SPACE	COMMERCIAL	SCA SPECIAL CONTROL AREA
PRIMARY DISTRIBUTOR ROAD	SU SPECIAL USE	SU 1 SPECIAL USE AREAS (SEE SCHEME TEXT)
LOCAL ROAD	URBAN DEVELOPMENT	RR 1 RURAL RESIDENTIAL AREAS (SEE SCHEME TEXT)
		ENTREPRISE
		GENERAL INDUSTRY
		INDUSTRIAL DEVELOPMENT
		RURAL
		RURAL RESIDENTIAL

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--- SCHEME BOUNDARY
--- LOCAL GOVERNMENT BOUNDARY
--- TOWNSITE - LAND ACT

SCALE 1:40000
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SCALE IN KILOMETRES

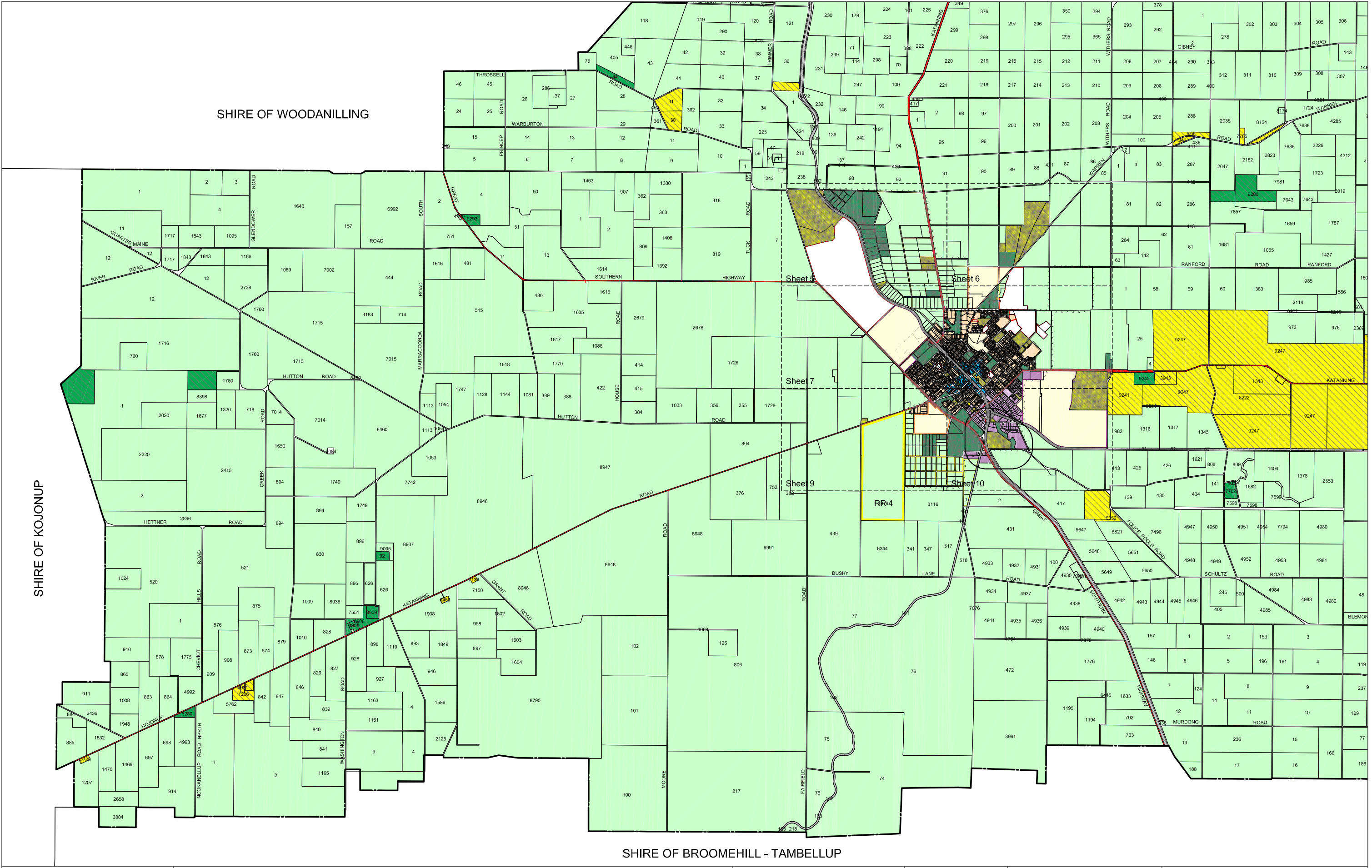
MAP KEY

SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 2 of 12



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MAP KEY

SHEET 1

SHEET 2

SHEET 3

SHEET 4

SCALE 1:40000

SCALE IN KILOMETRES

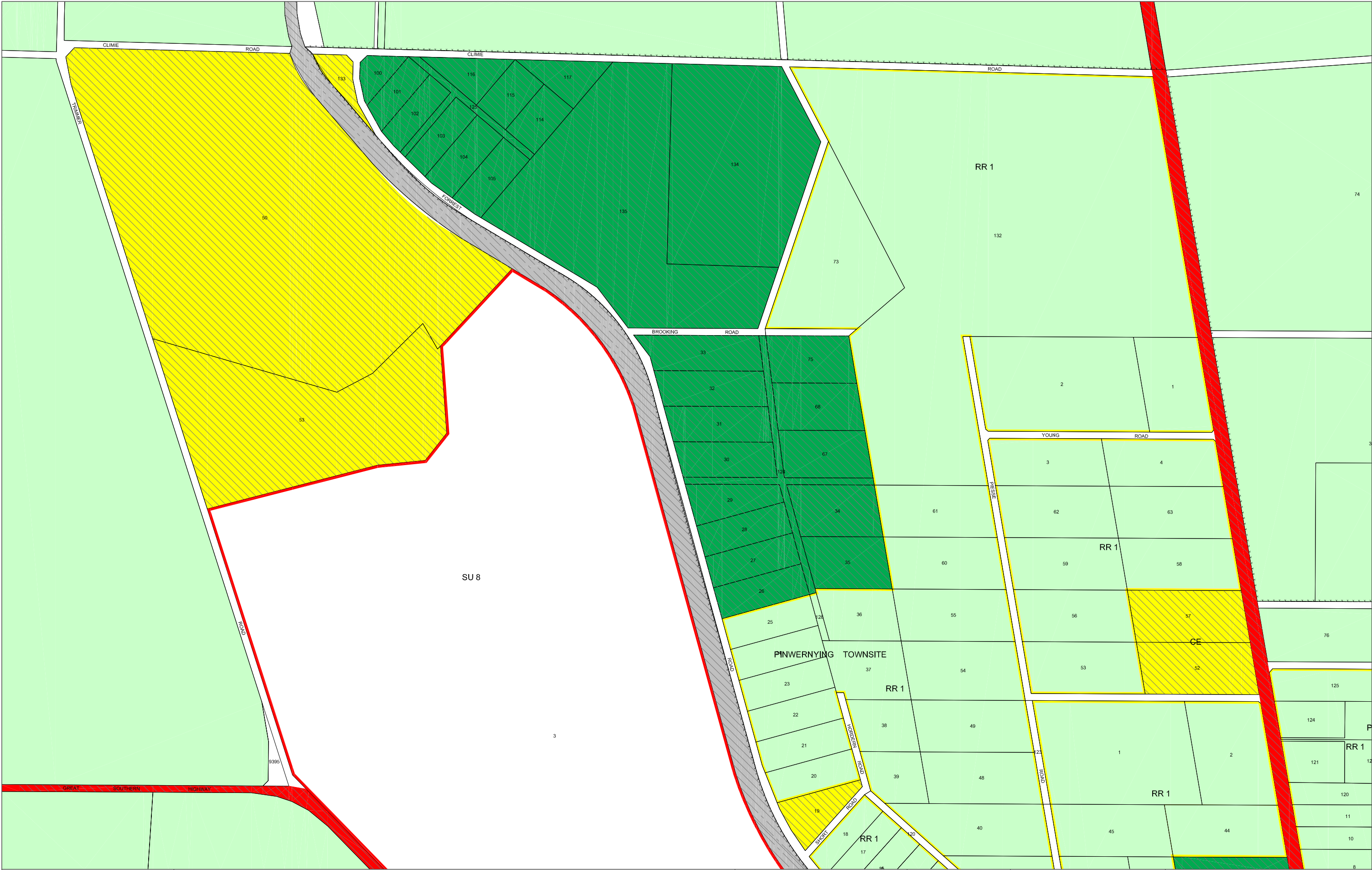
SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 3 of 12

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MAP KEY

SHEET 1, SHEET 2, SHEET 3, SHEET 4

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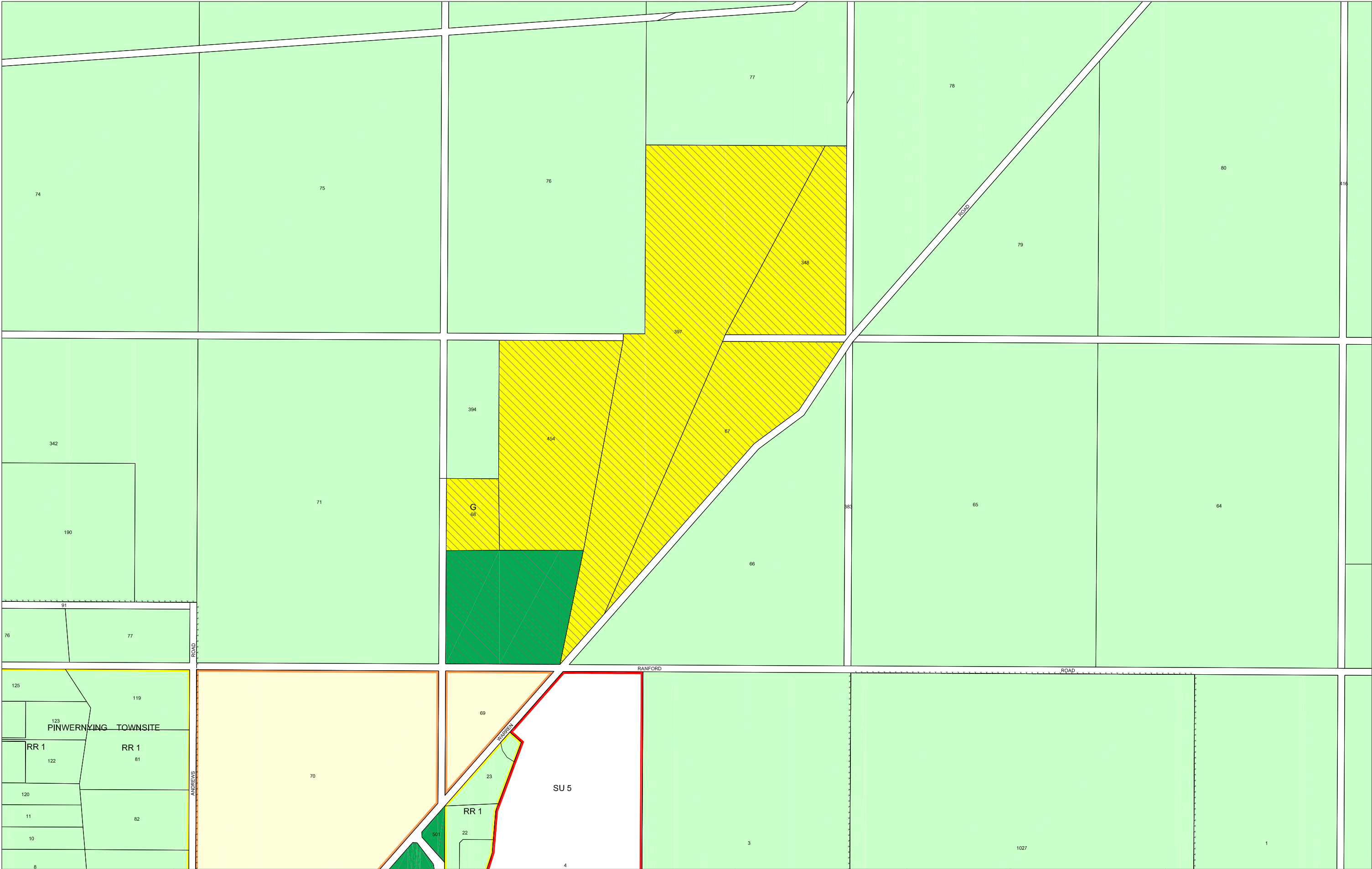
SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 5 of 12

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- SCHEME BOUNDARY
- LOCAL GOVERNMENT BOUNDARY
- TOWNSITE - LAND ACT

Authorised :

Plot Date:

G.Gazette:

SCALE 1:5000

SCALE IN METRES

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MAP KEY

SHEET 1 SHEET 2 SHEET 3 SHEET 4

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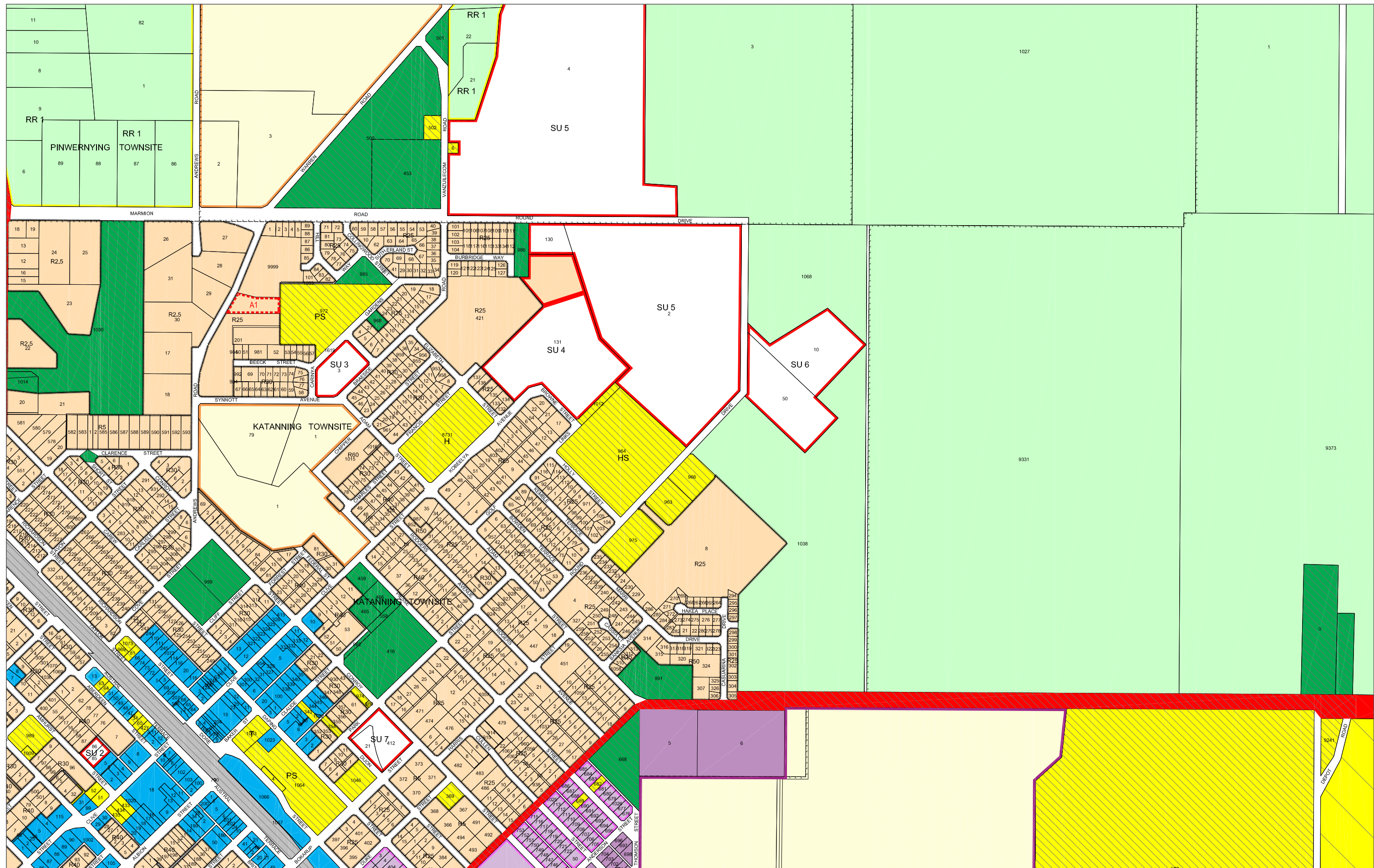
SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 6 of 12

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











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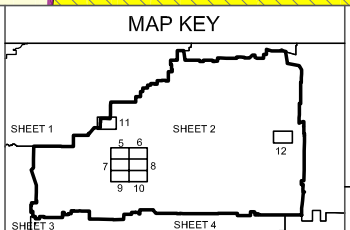
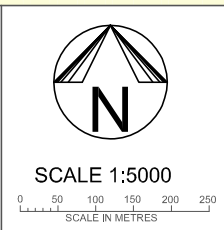
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LEGEND

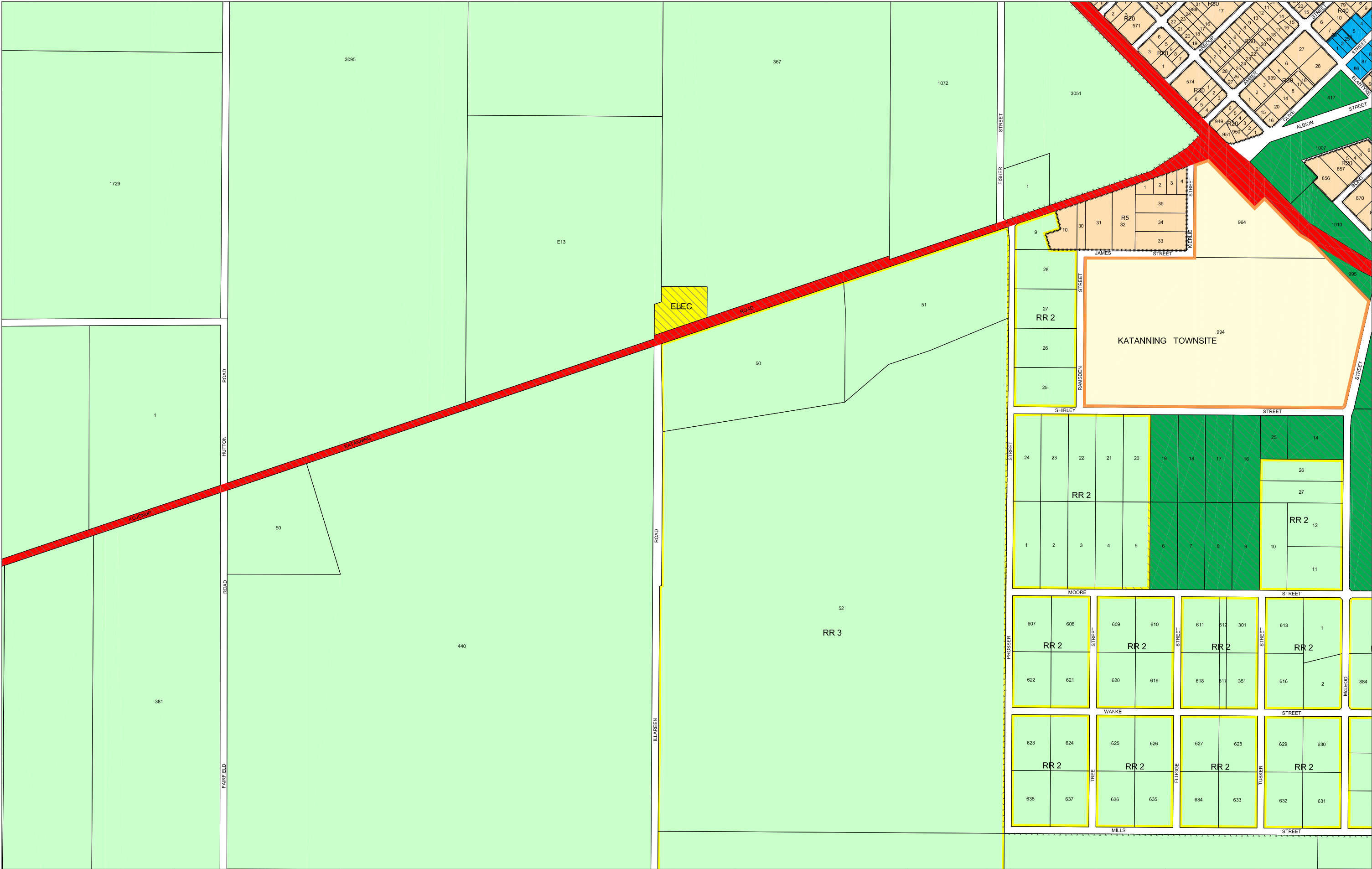
 PUBLIC PURPOSES	 RESIDENTIAL	 ENTREPRISE	 R CODES	SCHEME BOUNDARY
 RAILWAY	 SPECIAL RESIDENTIAL	 GENERAL INDUSTRY	 ADDITIONAL USES	LOCAL GOVERNMENT BOUNDARY
 PUBLIC OPEN SPACE	 COMMERCIAL	 INDUSTRIAL DEVELOPMENT	 SPECIAL CONTROL AREA	 TOWNSITE - LAND ACT
 PRIMARY DISTRIBUTOR ROAD	 SPECIAL USE	 RURAL	 SPECIAL USE AREAS (SEE SCHEME TEXT)	
 LOCAL ROAD	 URBAN DEVELOPMENT	 RURAL RESIDENTIAL	 RURAL RESIDENTIAL AREAS (SEE SCHEME TEXT)	

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SHIRE OF KATANNING
LOCAL PLANNING SCHEME No. 5
DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 8 of 12



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LEGEND

LOCAL SCHEME RESERVES

- PUBLIC PURPOSES
- RAILWAY
- PUBLIC OPEN SPACE
- PRIMARY DISTRIBUTOR ROAD
- LOCAL ROAD

ZONES

- RESIDENTIAL
- SPECIAL RESIDENTIAL
- COMMERCIAL
- SPECIAL USE
- URBAN DEVELOPMENT
- ENTREPRISE
- GENERAL INDUSTRY
- INDUSTRIAL DEVELOPMENT
- RURAL
- RURAL RESIDENTIAL

OTHER

- R 30 R CODES
- A1 ADDITIONAL USES
- SCA SPECIAL CONTROL AREA
- SU 1 SPECIAL USE AREAS (SEE SCHEME TEXT)
- RR 1 RURAL RESIDENTIAL AREAS (SEE SCHEME TEXT)

SCHEME BOUNDARY

- SCHEME BOUNDARY
- LOCAL GOVERNMENT BOUNDARY
- TOWNSITE - LAND ACT

Authorised :

Plot Date:

G.Gazette:

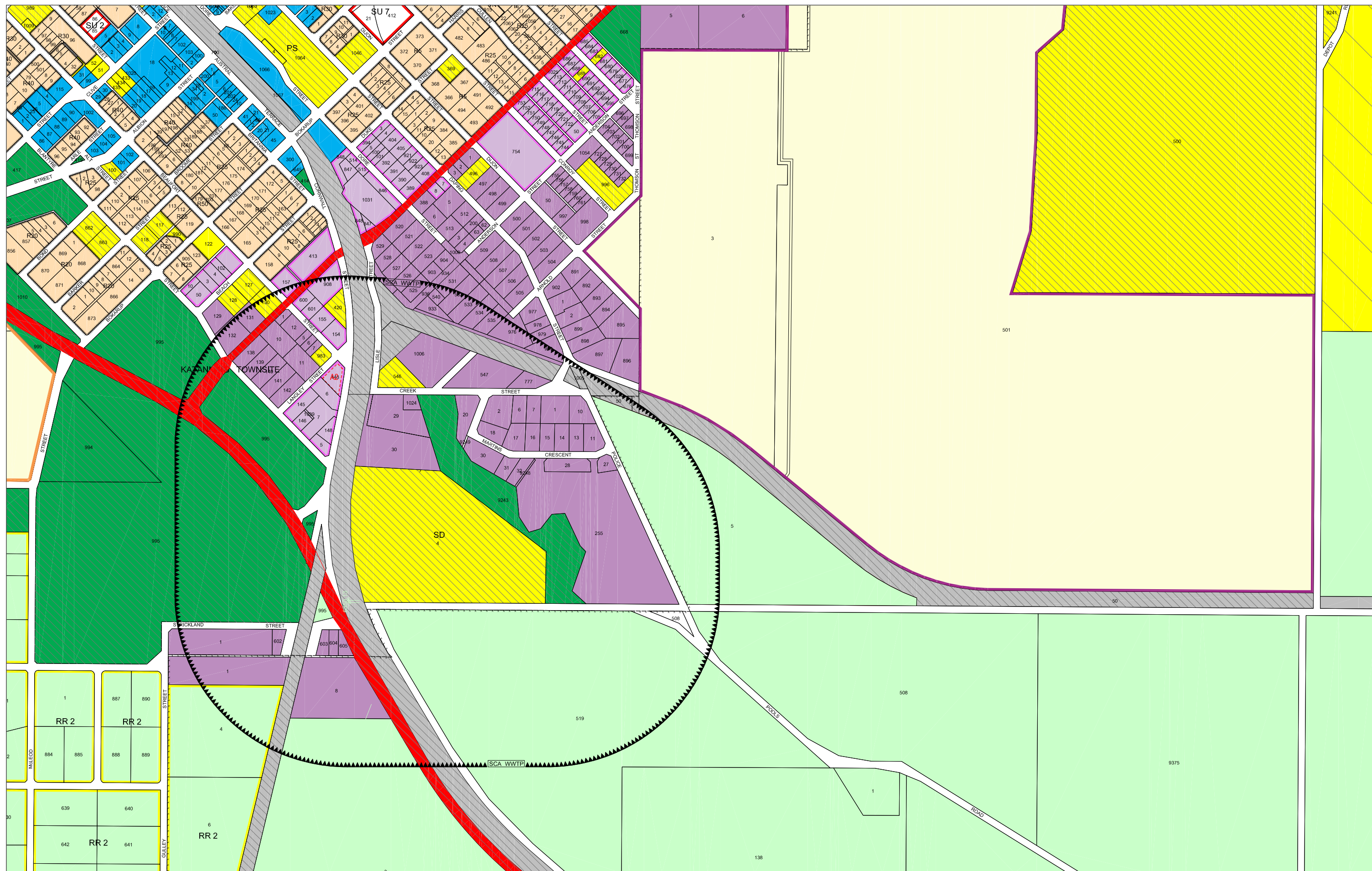
MAP KEY

SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 9 of 12



Produced by the planning department of the Shire of Katanning.
Drafting by John de Snoo






Whilst every care has been taken to accurately portray the current Scheme provisions, no responsibility shall be taken for any errors or omissions in this documentation.

Consultation with the Shire of Katanning should be made to view a legal version of the Scheme.
Please advise the Department of Planning of any errors or omissions in this document.






Base on cadastral data supplied by Landgate.

LEGEND






LOCAL SCHEME RESERVES

-  PUBLIC PURPOSES
 RAILWAY
 PUBLIC OPEN SPACE
 PRIMARY DISTRIBUTOR ROAD
 LOCAL ROAD

ZONES

- LEGEND**
- | | |
|---|---------------------|
|  | RESIDENTIAL |
|  | SPECIAL RESIDENTIAL |
|  | COMMERCIAL |
|  | SPECIAL USE |
|  | URBAN DEVELOPMENT |

OTHER

- | | |
|---|--|
|  | R CODES |
|  | ADDITIONAL USES |
|  | SPECIAL CONTROL AREA |
|  | SPECIAL USE AREAS
(SEE SCHEME TEXT) |
|  | RURAL RESIDENTIAL AREAS
(SEE SCHEME TEXT) |

- SCHEME BOUNDARY
 --- LOCAL GOVERNMENT BOUNDARY
 ---X TOWNSITE - LAND ACT

Authorised :

Plot Date:

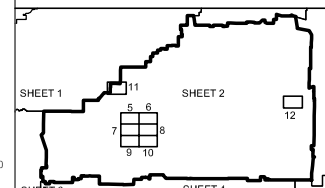
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SCALE IN METRES

MAP KEY



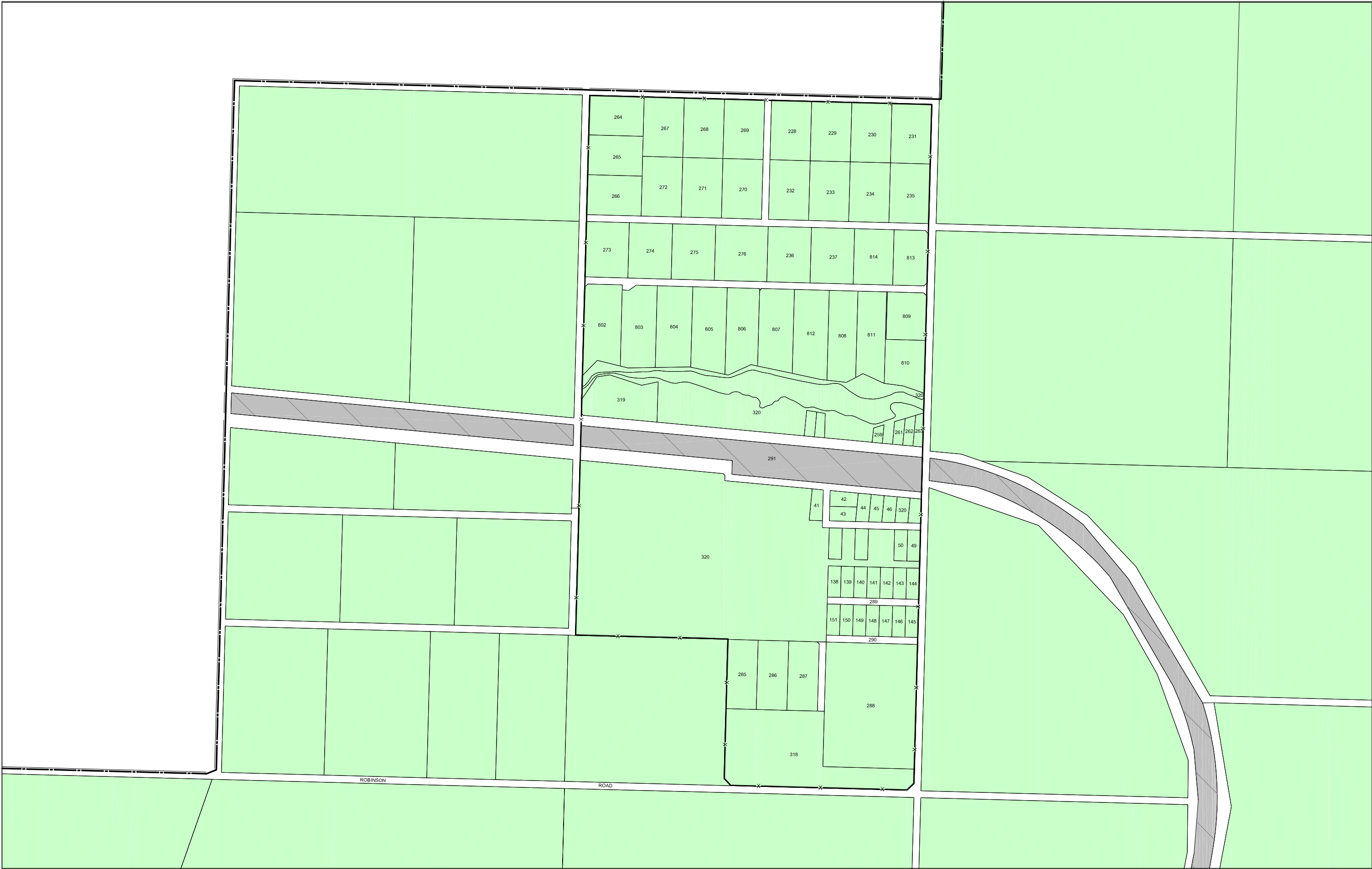
SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 10 of 12

THIS IS A CAD DRAWING DO NOT AMEND MANUALLY



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LOCAL SCHEME RESERVES

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Authorised :

Plot Date:

G.Gazette:

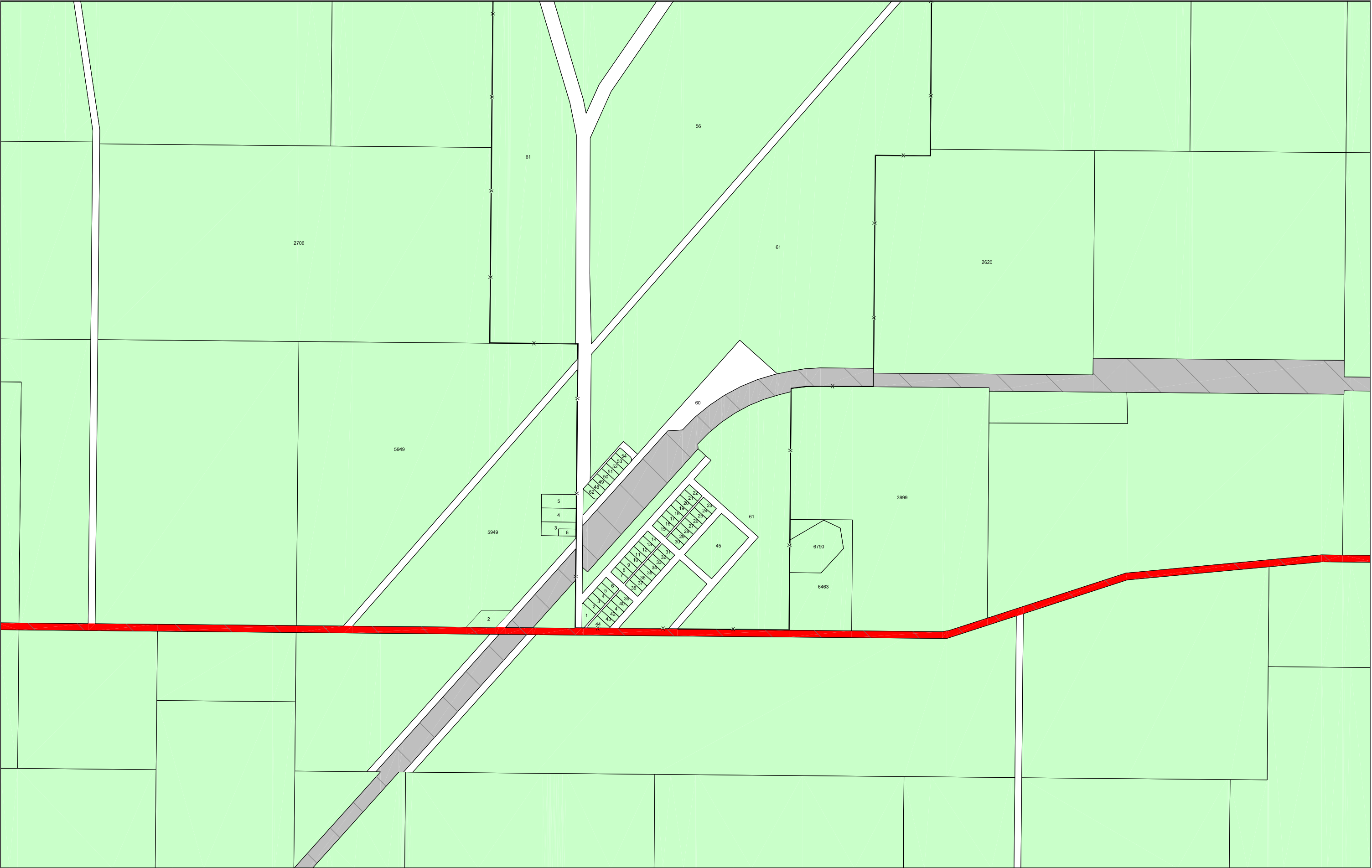
MAP KEY

SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 11 of 12



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Base on cadastral data supplied by Landgate.

LEGEND

LOCAL SCHEME RESERVES

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ZONES

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Authorised :

Plot Date:

G.Gazette:

SCALE 1:5000

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SCALE IN METRES

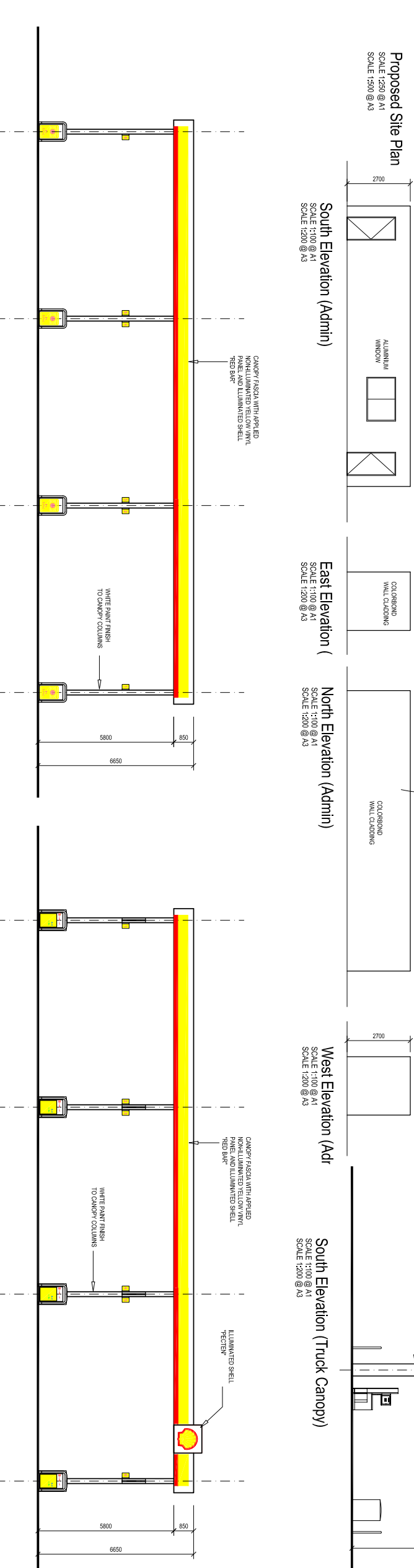
MAP KEY

SHIRE OF KATANNING

LOCAL PLANNING SCHEME No. 5

DISTRICT SCHEME

TOWN PLANNING SCHEME MAP 12 of 12



7425	A	REDESIGN OF SITE
REVISION		

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**STEPHEN D'ANDREA
PTY. LTD.**

SUITE 9 / 84 - 90
LAKEMOOD BOULEVARD
BRAESIDE 3195

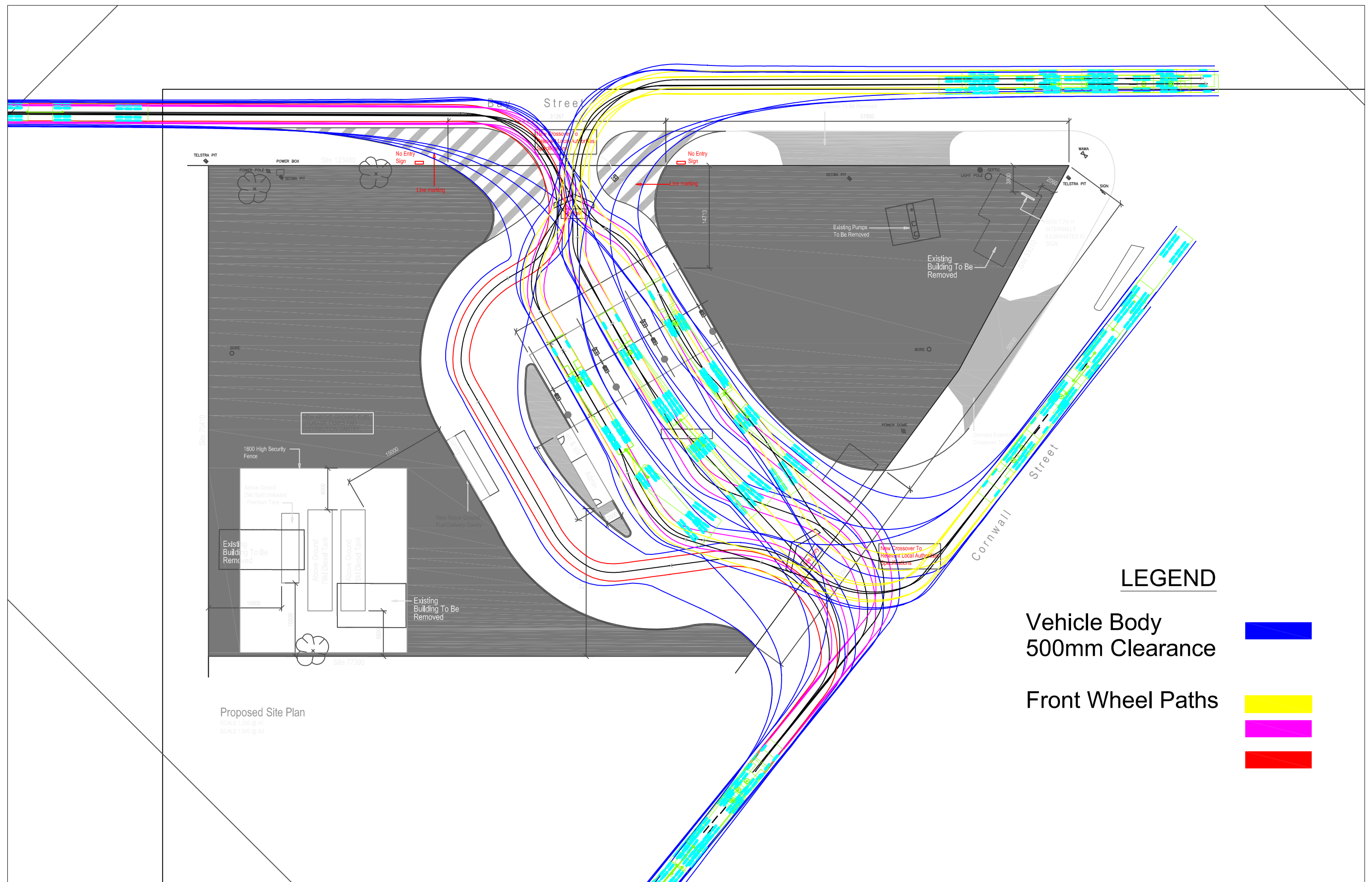
AC.N. 005 676 568

TELEPHONE 9587 5000
FAX 9588 2020
MOBILE (0418) 314 0221

design@stephendandrea.com.au
www.stephendandrea.com.au

EMAIL
WEB SITE

PROJECT		PROPOSED FUEL DEPOT AT BAY STREET, KATANNING, WESTERN AUSTRALIA	
CLIENT			
DATE	DEC '15	SCALE	AS SHOWN
DRAWN	ML	SHEET	2 OF 2
DWG No	553615	AI	ISSUE A.



From: Josh Watson <josh@planningsolutions.com.au>
Sent: Monday, 7 December 2015 10:27 AM
To: Delma Baesjou
Cc: Marc Re
Subject: Lot 908 (24) Cornwall Street, Katanning | Unmanned Fuel Stop and Depot | PSA 4192
Attachments: spel-puraceptor-petrol-stations.pdf; spel-puraceptor.pdf; BAY ST, KATANNING, WA 7-12-15 Layout1 (1).pdf; t15.181.sk10b.pdf

Hi Delma,

As discussed on Friday, please find attached the following amended plans and further information:

1. Amended site plan and elevations.
2. Transcore swept path plans.
3. SPEL puraceptor information package.

The proposed development has been amended to ensure suitable access for vehicles to access and exit the subject site. The amendments include the following:

- Removal of the existing fuel bowzers.
- Removal of the existing crossovers.
- Demolish all the existing buildings on the subject site.
- Relocation of the truck canopy and bowzers further into the subject site. This includes the relocated access points from both Cornwall and Bay Streets.
- Relocation of the above ground tanks to be within the southern corner of the subject site.
- New demountable admin and facilities.
- New freestanding sign.

The proposed development is detailed below.

Proposed Development

The proposal seeks to upgrade the unmanned fuel stop and develop a fuel depot on the subject site. The proposal will remove the existing fuel bowzers and redevelop the facilities on the subject site to provide for the retail sale of diesel fuel to commercial vehicles servicing the surrounding industrial area. The proposal will demolish all existing buildings on the subject site. The proposal also includes a fuel depot for the storage and supply of fuel to the wider region.

The proposed development comprises:

- Two 78KL above ground diesel storage tanks and distribution gantry.
- One 29KL above ground split unleaded and premium unleaded storage tank.
- New 1800mm high cyclone fencing around above ground storage tanks.
- A new truck canopy comprising a height of 6.65 metres.
- Six new diesel fuel stations with three dedicated refuelling bays.
- New demountable admin building and facilities with a floor area of 30m².
- New 7.37m high freestanding ID sign fronting the corner of Bay Street and Cornwall Street.
- Concrete access way and crossovers.
- External light poles.

The proposed development incorporates modifications to the site's existing access arrangements to improve the functionality, safety and efficiency of vehicle movements. The proposed crossovers are as follows:

- Remove existing crossovers from Cornwall Street and Bay Street.
- One new 31.25 metre wide crossover to Cornwall Street.
- One new 31.26 metre crossover to Bay Street.

A swept path analysis has been undertaken to detail the design and layout of the site to provide for the access of 36 metre long vehicles.

The amended plans provide for the safe movement of vehicles on the subject site. The design has incorporated Main Roads Western Australia comments and allows for succinct egress, via lane correct manoeuvres onto Bay Street. The ingress and egress is clearly outlined and will ensure the one way traffic flow on the subject site.

Stormwater

Detailed stormwater design will be undertaken following the Shire's issuing of the planning approval for the proposed development. As a minimum, a SPEL purceptor will be provided on site for the retention of hydrocarbons. The SPEL purceptor retains the hydrocarbons and allows for the safe discharge of stormwater. The detailed drawings and management plans for the stormwater management will be prepared prior to the issue of a Building Permit.

In light of the above and attached information, we request your confirmation that the above addresses the Shire's previous issues and can be favourably recommended for approval to Council.

Should you have any queries, or wish to discuss the matter further, please do not hesitate to contact the undersigned.

Kind regards,

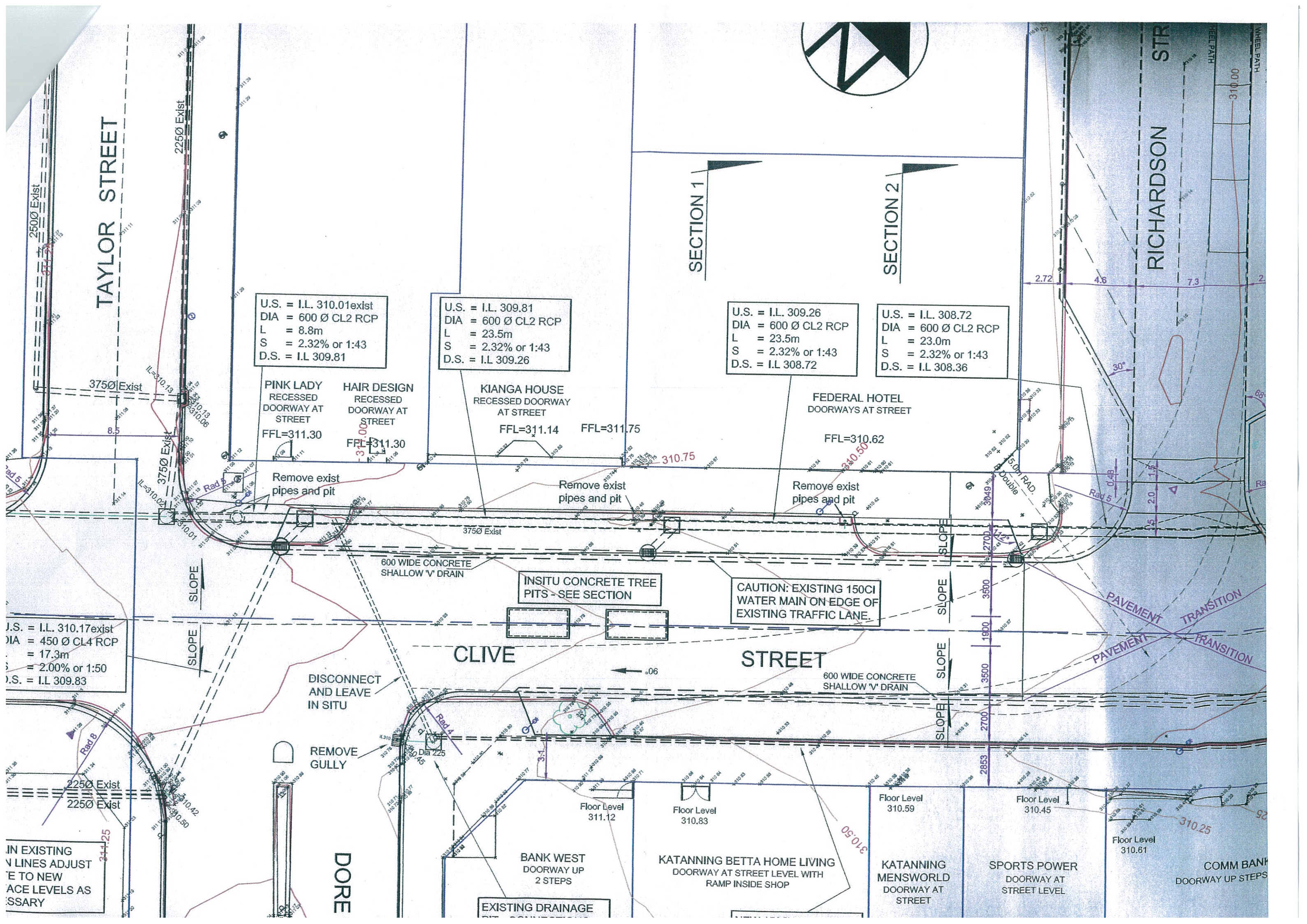
Josh Watson
Planning Consultant



M: 0416 027 486 **T:** 9227 7970 | **F:** 9227 7971 | **E:** josh.watson@planningsolutions.com.au
POSTAL: PO Box 8701 Perth BC WA 6849 | **W:** <http://www.planningsolutions.com.au>
Perth: 296 Fitzgerald Street, Perth, WA 6000

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LEASE AGREEMENT

BETWEEN

THE SHIRE OF KATANNING

and

Katanning Croquet Club Inc.

LEASE AGREEMENT

For portion of Lots 466 and 558 and portion of Reserve 14814

1/1/2016 – 31/12/2020

**Shire of Katanning
16-24 Austral Terrace
PO Box 130
KATANNING WA 6317
Ph: (08) 9821 9999
Fax: (08) 9821 9998**

THIS LEASE is made the ***** 2016.

BETWEEN:

SHIRE OF KATANNING of 16-24 Austral Terrace, Katanning
in the State of Western Australia ("Lessor")

AND

KATANNING CROQUET CLUB INC., of c/o 14 Kobeelya Avenue, Katanning
in the said State ("Lessee")

RECITALS:

- A. The land & buildings described in Item 1 of the Schedule are vested in and held by the Lessor in trust pursuant to a management order dated 16 February 1962 as a reserve for the purpose of "Parklands and Recreation" ("the Land").
- B. The Lessee has requested that the Lessor grant it a Lease of the Land & Buildings ("the demised premise") and the Lessor has agreed subject to the parties entering into this Agreement.

OPERATIVE PART:

- 1. The Lessor hereby leases to the Lessee who takes the lease of the demised premises, for the term commencing on the commencement date specified in Item 2 of the Schedule and expiring on the expiry dated shown in Item 2 at a rental of the amount specified in Item 3 of the Schedule.
- 2. The Lessee to the intent that the obligations may continue throughout the whole term and be binding upon and enforceable not only against the Lessee but also against any occupier whatever for the time being of the demised premises or any part thereof HEREBY COVENANTS with the Lessor as follows:

2.1 RENT

To pay to the Lessor or as the Lessor may from time to time direct the rent hereby reserved by payments on the date specified in Item 3 of the Schedule clear of all deductions.

2.2 PAYMENT OF OUTGOINGS

To pay all rates and taxes including all charges for sewerage garbage and waste disposal, gas, electricity, telephone, and other utilities and services used in or charged against or in respect of the demised premises during the term of this Lease or any extension or renewal thereof including all meter installation costs telephone connection charges and rents and electricity charges and running costs for any air conditioning plant and equipment installed in the demised premises.

2.3 INTEREST

To pay on demand to the Lessor or as the Lessor may from time to time direct interest on all arrears of rent and on all moneys due pursuant to clause 2.1 and 2.2 from respective times at which the same fall due until payment.

2.4 COMPLIANCE WITH LEGISLATION AND NOTICES

To perform discharge and execute all such requisitions and all such works as are or may be required or directed to be executed or done by the Lessee (as occupier or otherwise) by under or in pursuance of any Act (Federal or State).

2.5 LICENCES AND PERMITS

To keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the demised premises.

2.6 CLEANING & MAINTENANCE OF PREMISES

It is hereby agreed and acknowledged by the parties that with exception to fair wear and tear, the Lessee will during the demised term keep and maintain all grounds, and all other accessories and improvements on the demised premises in a state of good and sufficient repair equal to the repair and condition as the same now are and keep the same free from pollution by rubbish or otherwise and that the Lessee accepts the grounds and buildings in their current condition.

To keep the demised premises including any improvements and immediate surroundings in a thorough state of cleanliness and shall not allow any rubbish, trade wastes, cartons, boxes, produce containers or accumulation of useless property within the demised premises or adjacent thereto and the Lessee will arrange and pay for the removal of all wastes from the demised premises and will pay for the caretaking and cleaning of the demised premises and will not leave rubbish bins or other containers outside the demised premises. With the exemption of waste dumped on the premises by a third party.

2.7 MAINTENANCE OF CROQUET FACILITIES

To care for and preserve all croquet facilities hereafter established on the demised premises.

2.8 USE OF TOILETS

Not to use or permit toilets, grease traps and other sanitary appliances installed to be used for any purpose other than for which they were constructed and not to do or allow any act or thing to be done that might choke or otherwise affect or damage the same.

2.9 HANDLING OF FOOD AND BAR FACILITIES

- (a) Where food is sold or handled in any way on the demised premises the Lessee shall make application to the Shire of Katanning to :
 - (i) construct or otherwise provide to the satisfaction of the Environmental Health Officer adequate facilities for the hygienic handling & preparation of such food, including facilities for the washing of hands and utensils in accordance with the Health (Food Hygiene) Regulations 1993 & Food Safety Standards;
- (b) Where alcohol is to be sold a liquor licence is to be obtained and approved by the Lessor, such approval not being unreasonably withheld.

2.10 ADDITIONS BY LESSEE

The Lessee may construct buildings & associated infrastructure appropriate to a equestrian facility on the leased area with the Lessor's previous written consent which shall not be unreasonably withheld. All permitted alterations or additions shall be made complete only after receiving a Building Licence and planning approval and carried out to the entire satisfaction of and the materials used therein shall be approved by the Lessor.

2.11 NEGLIGENT USE OF PREMISES

Not to commit or permit anything whereby any insurance against loss or damage by fire to any of the buildings or improvements comprising the demised premises may be rendered void or voidable AND to keep all heat, power and light appliances and installations so guarded as not to increase the risk of ignition to the said buildings or appurtenances and not to do or suffer or permit to be done anything whereby there shall or may be demanded an

increased rate or premium in respect of any insurance against fire at present effected on the demised premises or any adjoining premises of the Lessor according to any current schedule of rates laid down by the Fire Underwriters Association without the consent of the Lessor in writing having been first obtained. In the absence of such consent the Lessee will on demand pay to the Lessor during the term hereby granted the amount of any increase of premium so occasioned.

2.12 USE OF PREMISES

Not to use or permit the use of the demised premises for any purpose which is not permitted under any town planning scheme or written law relating to health without the consent of the responsible authority (which expression shall include the Lessor) nor change the use of the demised premises from the use specified in Item 4 of the Schedule without the previous written consent of the Lessor, which consent may be refused at the discretion of the Lessor and shall not permit the demised premises to be used for any illegal purpose or so as to create a public or private nuisance to the owners or occupiers of the adjoining or neighbouring premises.

2.13 NOT TO CREATE A NUISANCE

Not to carry on or permit to suffer to be carried on any offensive nuisance or noxious trade or calling and will not do or permit or suffer anything to be done whatsoever on the demised premises that may be or become obnoxious or objectionable or a nuisance to the Lessor or to the public and will not allow or suffer to be carried on in or about the demised premises any act matter or things which may be prohibited by law or otherwise be illegal and will indemnify the Lessor from and against any claims or demands or all costs (on a solicitor and client basis) incurred by the Lessor by reason of any claim made whether justifiable or not in relation to any of the matters referred to in this paragraph.

2.14 SIGNS

The Lessee will not without the prior written consent of the Lessor on each occasion paint or place or permit to be painted or placed on the exterior of the demised premises any exterior sign placard hoarding pylon sign, free standing sign of any type or other advertising material AND shall first obtain any approval of the Lessor which shall be required pursuant to its Town Planning Scheme, local laws or regulations.

2.15 OWNERSHIP OF FIXTURES AND FITTINGS

All fixtures, fittings, plant machinery, utensils, shelving, counters safes and other material or articles brought onto the demised premises by the Lessee shall be trade or tenant's fixtures and subject to tenant's rights of removal and the Lessee may at or prior to the expiration of the Lease take remove and carry away the same from the demised premises but the Lessee shall in such removal do no damage to the demised premises or shall forthwith make good any damage which it may occasion thereto and shall sufficiently paint out or remove all signs.

2.16 NOTICES TO BE DELIVERED TO LESSOR

To deliver all notices orders and summonses in any manner affecting the demised premises or any part thereof to the Lessor immediately upon receipt of the same SAVE AND EXCEPT notices relating to outgoings.

2.17 YIELDING UP PREMISES

At the expiration or sooner determination of this Lease the Lessee shall deliver up possession of the demised premises to the Lessor in good condition including the removal of any improvements / buildings etc.

2.18 ENTRY BY LESSOR

To permit the Lessor its servants and agents to enter the demised premises at any reasonable time for the following purposes or any of them:

2.18.1 To inspect and view the same;

2.18.2 To do or cause to be done all such matters and things as are necessary in order to rectify any breach by the Lessee of any of the terms conditions covenants and agreements on its part herein contained (without the Lessor being under any obligation to do so and without prejudice to the Lessor's other rights powers remedies or discretions) and all costs and expenses incurred by the Lessor resulting from such breach (including the wages fees and remuneration of any workmen servants agents solicitors surveyors or architects employed or engaged in respect thereto) together with interest thereon from the respective dates upon which such costs and expenses were incurred shall be a debt due and payable by the Lessee to the Lessor upon demand.

2.19 SUBLETTING AND ASSIGNMENT

Not to mortgage, charge or encumber nor sublet, assign, transfer or part with the possession of the demised premises or any part thereof of the Lease thereof or any estate or interest therein to any person. Sections 80 and 82 of the Property Law Act 1969 are hereby expressly excluded.

2.20 INSURANCE

2.20.1 To insure and keep insured in the name of the Lessee all additions to the premises carried out by the Lessee including all tenant's fixtures and merchandise against loss or damage.

2.20.2 To insure and keep insured from time to time in a reputable insurance office approved by the Lessor in the joint names of the Lessor and The Lessee for their respective rights and interests all claims based on what is commonly known as public liability or public risk insurance so as in particular to insure the Lessor against all claims which may be made against the Lessor by any person arising out of any defect in the demised premises or the buildings comprising the same relating thereto which could cause or might cause any claim in damages against the Lessor by any third party which insurance shall be in an amount of not less than ten million dollars (\$10,000,000);

IF required by the Lessor, the Lessee will deliver such policy or policies of insurance to the Lessor forthwith and will pay the premiums therefore and will deliver the receipts for payment thereof to the Lessor at least three (3) days prior to the date of renewal appointed in such policies.

PROVIDED that the Lessee may in writing request the Lessor to effect such insurance and subject to the Lessor effecting such insurance, the Lessee shall pay, within seven (7) days of demand by the Lessor all such costs and expenses incurred by the Lessor in effecting insurance pursuant to this clause.

IF the premium or premiums in respect of any such policy or policies of insurance are not paid within fifteen (15) days of the date or renewal appointed in such policy or policies, then the obligation to pay such premium or premiums for the remaining Term of this Lease shall be that of the Lessor and, subject to the payment of such premium or premiums, the Lessee shall pay, within seven (7) days of the demand by the Lessor all such costs and expenses incurred by the Lessor in payment of such premium or premiums pursuant to this clause.

2.21 INDEMNITY

That (notwithstanding the existence of any policy or policies in the name of the Lessor or of the Lessor and any other person including the Lessee) the Lessee hereby indemnifies and agrees to keep indemnified the Lessor from and against all loss or damage to the demised premises or any part thereof and any property therein caused by the negligence of the Lessee or any employees members contractors agents licensees customers and invitees of the Lessee and in particular but without limiting in any way the generality of the foregoing by reasons of the negligent or careless use or misuse waste or abuse of water gas or electricity or faulty fittings or fixtures of the Lessee and the Lessee shall give the Lessor proper written notice of any accident to or defects on the water pipes electric light wirings or fixtures or fittings.

2.22 CONTINUATION

That if the Lessee shall with the consent of the Lessor remain in possession of the demised premises after the expiration of the said Term or any extension thereof it shall so remain as a tenant from month to month at a monthly rental equal to one twelfth (1/12) the amount of rent hereby reserved (and payable in advance as herein provided) and otherwise upon the same terms and conditions as herein contained or implied so far as the same may be applicable.

3. THE LESSOR HEREBY COVENANTS with the Lessee:

3.1 QUIET ENVIRONMENT

So long as the Land is vested in the Lessor and the Lessor shall remain the proprietor of the demised premises and subject to the Lessee duly paying the rent hereby reserved and observing and performing the covenants agreements stipulations and conditions on its part herein contained or implied the Lessee shall peaceably hold and enjoy the demised premises throughout the term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

4. IT IS HEREBY EXPRESSLY AGREED AND DELCARED as follows:

4.1 DEFAULT

If the rent hereby reserved or any part thereof shall at any time be in arrears for ninety (90) days after becoming due although no legal or formal demand shall have been made for payment thereof;

or

If the Lessee shall be in breach of any covenant on its part herein contained and the Lessor shall serve on the Lessee a notice specifying the particular breach and (where the breach is capable of remedy) requiring the Lessee to remedy the breach and (in any case) requiring the Lessee to make compensation in money for the breach and the Lessee fails within twenty eight (28) days after service of the notice to remedy the breach (if it is so capable of remedy) and to make reasonable compensation in money to the satisfaction of the Lessor for the breach;

or

If any person shall be in occupation or possession of the demised premises or in receipt of the rents or profits thereof other than the Lessee or any approved sublessee assignee or transferee of the lessee.

THEN and in any of the said cases the Lessor may at any time thereafter by notice in writing addressed to the Lessee determine this lease to be breached.

4.2 TERMINATION

This lease may be terminated at any time during the Term or any extension or renewal thereof by:

- (a) the Lessee giving three (3) months notice of termination in writing to the Lessor; or by
- (b) the Lessor giving three (3) months notice of termination in writing to the Lessee;

BUT in the event that the Lessee gives notice of termination pursuant to this clause such termination shall not affect the Lessor's remedies or rights with respect to any antecedent breach of any covenant by the Lessee AND furthermore, no compensation whatsoever shall be payable to the party receiving the notice of termination.

4.3 TOTAL OR PARTIAL DESTRUCTION

In case the demised premises or any part thereof shall at any time during the term be destroyed by fire or other risk covered by insurance as to be unfit for occupation and use and the policy or policies or insurance on the demised premises shall not have been invalidated or payment of the policy moneys refused in consequence of some act or default or alleged act or default of the Lessee or its agents or servants or some person who is in the demised premises with the Lessee's consent whether express or implied and the demised premises shall not have again been

rendered fit for occupation and use within two (2) weeks from the occurrence of such destruction or damage then a fair and just proportion of the rent hereby reserved according to the nature and extent of the actual damage done shall at the expiration of such period be allowed by the Lessor until the demised premises shall again be rendered fit for occupation and use.

4.4 **ESSENTIAL TERMS**

4.4.1 Each of the covenants by the Lessee which is specified in this paragraph are essential terms of this Lease:

4.4.1.1 The covenant to pay rent throughout the Lease term at a date not later than twenty-eight (28) days after the due date of payment of each annual instalment of rent (**Clause 2.1**).

4.4.1.2 The covenant to only use the premises for the use specified in Item 4 of the Schedule (**Clause 2.12**).

4.4.1.3 The covenant to not assign sublet or part with the possession or occupation of the demised premises (**Clause 2.19**).

4.4.1.4 The covenant to pay the costs and expenses incurred by the Lessor, in payment of any premium or premiums in respect of any policy or policies of insurance or in effecting such insurance, within seven (7) days of demand by the Lessor. (**Clause 2.20.20**)

4.4.2 The Lessee covenants to compensate the Lessor in respect of any breach of an essential term of this Lease and the Lessor is entitled to recover damages from the Lessee in respect of such breaches. The Lessor's entitlement under this clause is in addition to any other remedy or entitlement to which the Lessor is entitled (including to terminate this Lease).

4.5 **REPUDIATION BY LESSEE**

4.5.1 In the event that the Lessee's conduct (whether by acts or omissions) constitutes a repudiation of the Lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, it is agreed that the Lessee shall compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

4.5.2 The Lessor shall be entitled to recover damages against the Lessee in respect of repudiation or breach of covenant for the damage suffered by the Lessor during the entire term of this Lease.

4.5.3 The Lessor's entitlement to recover damages shall not be affected or limited by any of the following:

- 4.5.3.1 If the Lessee shall abandon or vacate the demised premises;
- 4.5.3.2 If the Lessor shall elect to re-enter or to terminate the Lease;
- 4.5.3.3 If the Lessor shall accept the Lessee's repudiation; and
- 4.5.3.4 If the parties' conduct shall constitute a surrender by operation of law.

4.5.4 The Lessor shall be entitled to institute legal proceedings claiming damages against the Lessee in respect of the entire Lease term, including the periods before and after the Lessee has vacated the demised premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in paragraph 4.5.3, whether the proceedings are instituted either before or after such conduct.

4.5.5 In the event of the Lessee vacating the demised premises, whether with or without the Lessor's consent, the Lessor shall be obliged to take reasonable steps to mitigate his damages and to endeavour to Lease the premises at a reasonable rent and on reasonable terms. The Lessor's entitlement to damages shall be assessed on the basis that the Lessor should have observed the obligation to mitigate damages contained in this paragraph. The Lessor's conduct shall not be itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law.

4.6 NOTICE TO LESSEE

Any notice required to be given to the Lessee hereunder may be given by the Lessor or its solicitors and may be left for the Lessee at its address herein or at the demised premises or sent to it by post in a letter addressed to it at such address or at the demised premises or at its office last known to the Lessor and a notice sent by post shall be deemed to have been served on the next day following that on which it was posted notwithstanding actual non receipt.

4.7 WAIVER

That no waiver by the Lessor of any breach or non observance by the Lessee of any of the covenants conditions or agreements herein contained and on its part to be performed or observed shall be construed as a general waiver and such waiver shall relate only to the particular breach or non observance in respect of which it was made. The acceptance by the Lessor of any rent or other moneys payable under this Lease shall no along constitute a waiver by the Lessor.

4.8 INSURANCE ENDORSEMENTS

In relation to all policies of insurance which may be effected hereunder in the names of the Lessor and any persons including the Lessee the following shall apply:

- 4.8.1 Such policies shall bear endorsements that they shall not be cancelled until after twenty eight (28) days' notice in writing has been given to the Lessor and the Lessor has agreed to such cancellation;
- 4.8.2 The Lessee hereby irrevocably nominates constitutes and appoints the Lessor and each and every one of its Committee Members and other officers as the Lessee's attorney during the full term of this Lease in respect to all matters and questions which may arise in relation to such insurance with full power to demand sue for and recover and receive from any insurance company or society or person liable to pay the same all such moneys as shall be payable in respect to the risks covered by such insurances and to give good and effectual receipts and discharges therefore and to settle adjust arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner;
- 4.8.3 All moneys received pursuant to any such policy or policies of insurance may be applied in such manner as shall be mutually agreed by the Lessor and the Lessee and on the absence of such agreement shall be determined by the award of the single arbitrator if the parties can agree upon one and otherwise by two arbitrators one to be appointed by each party an in either case in accordance with the provisions of the Commercial Arbitration Act 1985 AND it is expressly agreed and declared that the parties may be represented by solicitors and/or Counsel at any stage of such arbitration proceedings.

4.9 NO LIABILITY FOR DAMAGE TO MERCHANDISE

If merchandise or property which may be in the demised premises during the term shall be injured or destroyed by water heat fire vermin or otherwise howsoever no part of the loss or damage occasioned thereby shall be borne by the Lessor.

4.10 EXCLUSION OF WARRANTY

The Lessee acknowledges and declared that no promise representation warranty or undertaking has been given by or on behalf of the Lessor in respect to the suitability of the demised premises for any use proposed or undertaken by the Lessee.

4.11 SEVERABILITY

Such of the provisions of this Lease which would but for this paragraph be contrary to the provisions of the Trade Practices Act 1974 shall notwithstanding anything herein contained be of no force and effect whatsoever unless and until an authorisation and/or clearance pursuant to the said Act shall be granted and in such event shall only be of force and effect for so long as such authorisation and/or clearance shall remain in force.

4.12 NOTICE TO LESSOR

A requirement to deliver rent or serve any document on the Lessor shall include a requirement that such delivery or service be effected at the address herein of the Lessor or as directed by the Lessor in writing.

5. INTERPRETATION

In this Lease unless the context otherwise requires:

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

A reference to an Act or any section thereof shall include any amendment or re-enactment thereof for the time being in force.

Every word of the masculine gender shall be construed as including the feminine gender; every work in the singular shall be construed as including the plural number; every word in the plural number shall be construed as including the singular number; every word in either of these said genders or numbers shall be construed as including a body corporate as well as an individual.

“Chief Executive Officer” means the Chief Executive Officer of the Lessor or an officer of the Shire of Katanning appointed in writing by him.

“Demised Premises” includes not only the premises but also all Lessor’s fixtures or fittings now or hereafter erected or being thereon or used therewith and also all fences, drains, pipes, water and sewerage fixtures and apparatus now or hereafter on the said premises.

“fee” means an hourly, daily or annual charge determined from time to time by the Lessor in its absolute discretion.

“Lessor” shall mean the Shire of Katanning

“Lessee” shall mean the Katanning Croquet Club Inc.

“Local Law” includes local laws, by-laws and regulations heretofore of hereafter made or issued under any present or future Act of Parliament (Federal or State) and also every requisition hereafter made or issued under any such local law, by-law or regulation and/or any such Act.

“Local or Public Authority” includes local government, Health Department, Health Commissioner, the Minister for Water Resources, the Western Australian Planning Commission and every and any other board, person or authority whatsoever now or hereafter exercising under any present or future Act of Parliament (Federal or State) any control or jurisdiction or power in connection with the demised premises or any part thereof and/or the owner or occupier thereof and/or in connection with any business now or hereafter carried on upon the demised premises and every officer or person acting on the authority or any such local or public authority or person acting on the authority of any such Act or local law thereunder.

“Minor Maintenance” means repairs or maintenance for which the cost of an item of repair including materials and labour does not exceed Five Hundred Dollars (\$500).

“Requisition” includes every proclamation order requisition notice or demand made or issued under any present or future Act of Parliament (Federal or State) and/or under any by-law thereunder.

“To paint” means

- (i) to paint all the woods iron and all other work now or usually at any time painted with two (2) coats of good quality paint of colours approved by the Lessor and in a workmanlike manner to the satisfaction of the Lessor or its architect;
- (ii) to paper with paper of the same quality such parts (if any) as are now or later papered in a workmanlike manner to the satisfaction of the Lessor or its architect;

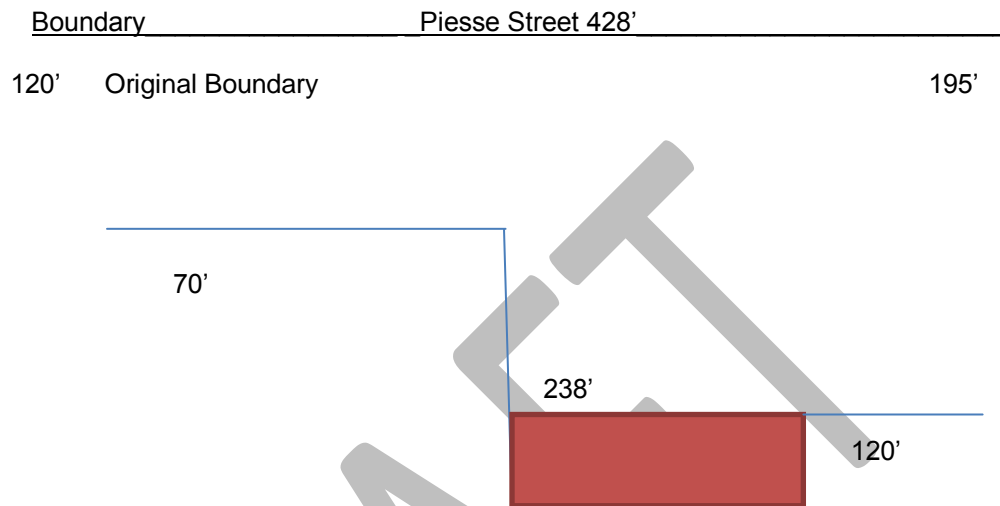
- (iii) to distemper whiten or colour such parts (if any) of the demised premises as are now or later distempered whitened or coloured in a workmanlike manner to the satisfaction of the Lessor or its architect.

DRAFT

SCHEDULE

Item 1: THE LAND

Portion of each of Katanning Lot 466 and 558 and Portion of Reserve No. 14814 and being the land coloured red in the diagram below.



Item 2: THE TERM

Five (5) years with an option for a further ten (5) years.

COMMENCEMENT DATE: 1 January 2016

EXPIRY DATE: 31 December 2020

Item 3: RENTAL

\$1.00 per annum

Item 4: PERMITTED USE

Croquet Club & Associated Uses.

EXECUTED BY THE PARTIES as a Deed

THE COMMON SEAL of the SHIRE OF
KATANNING was hereunto affixed by
authority of a resolution of the Council in
the presence of:

PRESIDENT

DATE

CHIEF EXECUTIVE OFFICER

DATE

THE COMMON SEAL of Katanning Croquet Club
was hereunto affixed)
pursuant to a resolution of the Management)
Committee in the presence of:)

NAME

POSITION

SIGNATURE

DATE

Agreement for Conservation Works & Transfer of 122 Clive Street, Katanning

Shire of Katanning

Dome Coffees Australia Pty Ltd



McLEODS

Barristers & Solicitors

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

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

Email: mcleods@mcleods.com.au

Ref: LMC:KATT:38107

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Details

Parties

Shire of Katanning

of 16-24 Austral Terrace, Katanning, Western Australia
(Shire)

Dome Coffees Australia Pty Ltd

of 219-221 Railway Parade, Maylands, Western Australia
(ACN 009 452 760)
(Dome)

Background

- A The Shire is registered as the proprietor of an estate in fee simple in the Land.
 - B The building commonly known as the Katanning Flour Mill is located on the Land.
 - C Dome has submitted a development application to the Shire for approval for the development of a proposed Restaurant (Coffee Shop) and Lodging House (Holiday Accommodation) on the Land (**Application**).
 - D The Shire wishes to transfer the Land to Dome to enable Dome to complete the Development.
 - E At its meeting held on 23 July 2015, the Council of the Shire resolved to sell the Land to Dome subject to a number of conditions, including the following:
 - “(1) *Agree in principle to sell the Katanning Roller Flour Mill to Dome Coffee Australia in accordance with the advertised conditions of sale, including that:*
 - (a) *The Purchaser is to enter into a Heritage Agreement with the Heritage Council of Western Australia (HCWA) for the proposed development of the building as outlined in the Dome Inn Concept plan.*
 - (b) *The purchaser agrees to complete the development as detailed within the Expression of Interest and Concept Plans dated 11 July 2013 within a period of (3) three years from the approval of a formal Planning Consent...*
 - (3) *Undertake the emergency conservation works as detailed in the “Katanning Flour Mill – Feasibility and Conservation Works” report July 2012 required to make the Mill watertight to a total value of \$500,000 in accordance with the Super Towns Heritage Project.”*
- (Resolution Conditions)
- F The parties have also agreed that the Mill Machinery will form part of the sale agreement and that Dome at its discretion may incorporate any item of Mill Machinery into the Development.
 - G Dome has agreed with the Shire not to destroy or otherwise dispose of any item of Mill Machinery that is surplus to Dome’s requirements (**Surplus Mill Machinery**), without the prior written approval of the Shire.

H In consideration of the sale of the Land by the Shire to Dome and to comply with the Resolution Conditions, Dome has agreed that it will undertake and complete the:

- (a) Conservation Works by the Conservation Works Completion Date; and
- (b) Development by the Development Completion Date,

in accordance with the provisions of this Agreement.

I The parties have agreed to enter into this Agreement to set out the terms and conditions of their agreement in relation to the sale of the Land by the Shire to Dome.

Agreed Terms

1. Definitions & Interpretation

1.1 Definitions

Agreed Concept Plans means the plans attached to this Agreement as **Annexure 4** as varied by agreement of the Parties;

Agreement means this agreement as supplemented, amended or varied from time to time;

Authorised Person means:

- (a) an agent, employee, contractor, servant, licensee or invitee of Dome (other than the Shire or any officer, agent, employee, contractor or other person under the control of the Shire); and
- (b) any person visiting the Land with the express or implied consent of any person mentioned in **paragraph (a)**;

Authority means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body even if corporate or privatised;

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

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

Conditions Precedent means the conditions precedent outlined in **clause 2.1**;

Conservation Works means the works necessary to complete the emergency conservation works and to make the Katanning Flour Mill watertight and to provide structural stability as detailed in the Katanning Flour Mill – Feasibility and Conservation Report and in accordance with this Agreement and any plans approved by the Shire;

Conservation Works Completion Date means 30 April 2016, or such other date as agreed by the Parties;

Conservation Works Report means the Katanning Flour Mill – Feasibility and Conservation Works Report dated July 2012, a copy of which is attached to this Agreement as **Annexure 1**;

Development means the development of the Land and the Katanning Roller Flour Mill as contemplated in the Application;

Development Approval means the approval to be issued by the Shire to give effect to the Application for the Development;

Development Completion Date means the date that is three (3) years from the date of Development Approval is issued, or such other date as agreed by the Shire in writing;

Development Works means any works comprising the expansion and redevelopment of the Katanning Roller Flour Mill located on the Land in accordance with the Development Approval;

General Conditions means the 2011 Joint Form of General Conditions for the Sale of Land, a copy of which is attached to this Agreement as **Annexure 2**;

Local Government Act means the *Local Government Act 1995* (WA);

Land means Lots 7 & 8 on Diagram 62655 and being the whole of the land comprised in Certificate of Title Volume 1615 Folio 596;

Mill Machinery means all machinery within the Katanning Flour Mill that when operational performed a role in connection with the milling, storing and processing of grain;

Minimum Agreed Conservation Works Amount means the amount of \$500,000 exclusive of GST;

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

Party means the Shire or Dome according to the context;

Purchase Price means the purchase price for the Land, being the amount of \$1.00 (inclusive of GST),

Quantity Surveyor means a quantity surveyor who is a member of the Western Australian Chapter of the Australian Institute of Quantity Surveyors and who has at least ten (1) years of appropriate experience appointed by the Shire;

Settlement means the completion of the transfer of the Land from the Shire to Dome in accordance with this Agreement;

Settlement Date the date which is 28 Business Days following satisfaction of the Conditions Precedent, or such other date as agreed to by the Parties by in writing;

Shire Contribution means the contribution by the Shire to the Conservation Works referred to in clause 5.2;

Specified Encumbrances means Memorial F539095;

Surplus Mill Machinery is defined at Background Paragraph G;

Termination Date means the date on which notice of the Right to Terminate is given under clause 11.1; and

Transfer of Land Act means the *Transfer of Land Act 1893* (WA).

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings, underlines and numbering do not affect the interpretation or construction of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (e) references to parts, clauses, parties, annexures, exhibits and schedules are references to parts and clauses of, and parties, annexures, exhibits and schedules to, this Agreement;
- (f) a reference to any statute, regulation, proclamation, ordinance or local law includes all statutes, regulations, proclamations, ordinances or local law varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and local laws issued under that statute;
- (g) no rule of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Agreement or any part of it; and
- (h) a reference to any thing (including any real property) or any amount is a reference to the whole and each part of it;
- (i) reference to the parties includes their personal representatives, successors and lawful assigns;
- (j) where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several;
- (k) the Schedule and Annexures (if any) form part of this Agreement.

2. Conditions Precedent

2.1 Condition Precedent

The Parties agree that the transfer of the Land is conditional upon:

- (a) Dome completing the Conservation Works in accordance with **clause 4** by the Conservation Works Completion Date, or such other date as agreed by the Parties; and
- (b) the Quantity Surveyor certifying that the actual costs incurred by Dome in completing the Conservation Works is equal to or greater than the Minimum Agreed Conservation Works Amount in accordance with **clause 5.2**.

(Conditions Precedent)

2.2 Satisfaction of Conditions Precedent

The Parties shall diligently pursue the satisfaction of the Conditions Precedent as promptly as is reasonably practicable.

2.3 Conditions Precedent Unsatisfied

- (1) If any of the Conditions Precedent are not satisfied within the time limit outlined in **clause 2.1**, then the parties will meet as soon as reasonably practicable after the expiration of such time limit to consider agreeing on a new date for satisfying that Condition Precedent.

- (2) If the parties do not agree to extend such time limit or the Condition Precedent is not satisfied within the agreed extended time period, then the parties agree:
- (a) either Party not being in default may terminate this Agreement by giving at least 14 Business Days written notice to that effect to the other Party; and
 - (b) upon such termination no Party will have any right against or obligation to the other Party under or in relation to the Agreement, except with respect to any right of action which accrues in favour of that Party prior to the termination of the Agreement.

2.4 Reporting

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

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

3. Transfer of the Land

3.1 Shire's Covenants

The Shire agrees with Dome that:

- (a) on satisfaction of the Conditions Precedent;
- (b) in consideration for the Purchase Price; and
- (c) subject to the provisions of this Agreement,
 - (i) to transfer to Dome the Land free from all encumbrances (other than the Specified Encumbrance) by the Settlement Date; and
 - (ii) to sign a Transfer of Land document and sign all other documents necessary to effect the transfer of the Land to Dome.

3.2 Dome's Covenants

In consideration of the Shire transferring the Land to Dome as agreed in this Agreement, Dome COVENANTS AND AGREES with the Shire that Dome shall:

- (a) at its cost prepare any necessary Transfer of Land documentation to enable the transfer of the Land to Dome;
- (b) bear all the costs and disbursements associated with the preparation of any necessary Transfer of Land documentation and stamping and registration of the Transfer of Land document;
- (c) pay all costs of effecting the settlement of the sale of the Land from the Shire to Dome, including the Shire's solicitors' costs of and incidental to acting for the Shire in the settlement of the transfer of the Land.

3.3 General Conditions incorporated

- (1) The Shire and Dome agree that the General Conditions are incorporated into this Agreement, so far as they are not varied by or inconsistent with the express terms of this Agreement and shall apply to the transfer of the Land.
- (2) Words defined in the General Conditions have the same meaning when used in this Agreement.
- (3) Where the provisions of the General Conditions are in conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail.

3.4 Settlement Date

Settlement shall occur on the Settlement Date, or such other date as agreed to by the Parties in writing.

3.5 Payment of Purchase Price

Payment of the Purchase Price will be made to the Shire by Dome on or at Settlement.

3.6 No representations by Shire

The Shire and its agents and employees make no representations or warranties as to the standard or quality of the Land, and Dome acknowledges that it has made and relies upon its own enquiries and thorough inspection of:

- (a) any buildings comprising the Land; and
- (b) the condition of the soil comprising the Land.

3.7 Dome's Acknowledgements

- (1) Dome acknowledges that prior to the entry into this Agreement it has satisfied himself:
 - (a) by enquiry of the Shire and other appropriate authorities, of the use to which the Land may be put and its zoning and of any development which may take place and the manner in which it may be carried out and of all restrictions relating to development;
 - (b) by enquiry and, if Dome has thought fit to obtain a survey, by survey, of the location of the boundaries of the Land and the area of that land;
 - (c) by perusal, examination and enquiry of all the local, public, statutory and governmental authorities and instrumentalities as to the terms, conditions, locations and proposals of any road widenings, resumptions or reserves and any other matter which may affect the Land;
 - (d) by its own independent valuations and reports, the value of the Land;
 - (e) by perusal, examination and enquiry of the terms, covenants and conditions of and the rights, interests and obligations and liabilities arising from any encumbrances;
 - (f) by its own examination of the present and future economic feasibility, viability and economic return of the Land;
 - (g) by physical examination that the Land offered for sale and inspected by the Shire is identical to the Land described in this Agreement; and
 - (h) by physical examination and enquiry as to the fitness and suitability of the Land for any particular purpose;

and Dome enters and is deemed to enter into this Agreement in reliance solely upon that examination, inspection and enquiry and not upon any or any alleged statement, warranty,

condition or representation whatsoever made to or alleged to have been made to Dome by the Shire or any person on behalf of the Shire.

3.8 Latent Defects

Dome acknowledges that the Land is subject to all defects (if any) latent or patent and whether or not they could or should have been recognisable upon an inspection by Dome of the Land.

3.9 Hazardous Substances

Dome acknowledges that:

- (a) the Shire has made no representation and given no warranty as to the existence of any hazardous or noxious substances on, in or emanating from the Land; and
- (b) it shall not be entitled to bring any claim or proceedings against the Shire in the event that any noxious or hazardous substances are found on, in or emanating from the Land and acknowledges that this Agreement may be pleaded in bar to any claim for loss or injury arising out of the existence of any noxious or hazardous substance on, in or emanating from the Land.

4. Conservation Works

4.1 General

Dome agrees, as part of the Development and at its cost, that it will initiate, coordinate, supervise and complete the Conservation Works in accordance with the terms of this Agreement.

4.2 Access to the Land prior to Settlement

Prior to Settlement but subject to the provisions of this **clause 4**, the Shire grants Dome a licence to access the Land on a non-exclusive basis for the sole purpose of preparing for and then completing the Conservation Works in accordance with this Agreement.

4.3 Dome's Responsibilities

Dome is responsible and liable for all acts or omissions of any Authorised Person on or about the Land in connection with the Conservation Works and for any breach by them of any covenants or terms in this Agreement required to be performed or complied with by Dome.

4.4 Fencing to Prevent Public Access

Dome agrees with the Shire that:

- (a) during the undertaking of the Conservation Works, Dome shall at Dome's cost ensure that, for public safety, the public shall not be permitted access to the Land at any time by erecting signage and fencing around the site of the Conservation Works which must comply with, and be erected in accordance with, any relevant Australian Standard(s); and
- (b) Dome will be responsible for the maintenance and the cost of maintenance of such fencing during the Conservation Works.

4.5 Indemnity

- (1) Dome shall indemnify the Shire against any loss (other than economic loss or other consequential loss), cost, damage or expense suffered or incurred by the Shire as a result of:
 - (a) any loss or damage to any property; and

(b) the death of, or injury suffered by, any person,
occurring in connection with the carrying of the Conservation Works.

- (2) The Parties agree that nothing in this clause shall require Dome to indemnify the Shire or its officers, employees or agents against any loss, damage, expense, action or claim to the extent arising out of a negligent or wrongful act or omission of the Shire or any officer, employee or agent of the Shire.

4.6 Insurance

- (1) During any Conservation Works Dome must at Dome's cost:
- (a) effect and maintain or cause to be effected and maintained with Dome's usual insurers (noting the Shire's and Dome's respective rights and interests in the Land) an adequate public liability insurance (**Policy**);
 - (b) ensure such public liability insurance shall be in the sum of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) (**Insured Sum**) in respect of any one claim.
- (2) Dome acknowledges and agrees with the Shire that Dome and any Authorised Person will not be permitted access to the Land unless a certificate of currency of the Policy has been provided to the Shire.
- (3) The costs of the Policy (including any excess on claims) shall be the responsibility of Dome.

4.7 Obligations in Respect of the Land

During the Conservation Works Dome agrees with the Shire that Dome must, except as may be reasonably required to carry out the Conservation Works in accordance with this Agreement:

- (a) not cause any damage to the Land, and at Dome's own cost and expense rectify any damage it causes which is not permitted by this Agreement;
- (b) comply with all reasonable rules and procedures that may be imposed by the Shire from time to time in relation to the undertaking of the Conservation Works on the Land;
- (c) comply with all laws relating to the undertaking of the Conservation Works, including laws relating to occupational health and safety;
- (d) not store or place any structures, machinery, equipment or materials, whether permanent or temporary, on the Land at any time without the prior written approval of the Shire, which approval must not be unreasonably withheld;
- (e) not destroy, pull up, cut back or injure any tree or vegetation within the Land without the prior written approval of the Shire, which approval must not be unreasonably withheld,

and Dome must at its expense remove any rubbish, debris and building materials resulting from the Conservation Works.

4.8 Exercise Due Care

Dome covenants and agrees for itself and any Authorised Person that Dome and any Authorised Person shall exercise due care and diligence in and about the Land in connection with the Conservation Works and that Dome shall use reasonable endeavours to cause no greater disturbance to the Land than is reasonably necessary to undertake the Conservation Works.

4.9 Report

During the undertaking of the Conservation Works each Party must promptly report to the other Party:

- (a) any circumstances of which the Party is aware and which are likely to be a danger or cause any damage or any danger to the Land or to any person in or on the Land;
- (b) any occurrence or circumstances of which the Party is aware which might reasonably be expected to cause, in or on the Land, pollution or contamination of the environment; and
- (c) all notices, orders and summonses received by a Party and which adversely affect the Land and give a copy to the other Party.

4.10 Completion of Conservation Works

- (1) Subject to **paragraph (2)** of this clause, Dome covenants and agrees with the Shire that following completion of the Conservation Works Dome shall at the cost of Dome take, remove and carry away from the Land all fencing, materials, signs, fixtures, fittings, plant, equipment and other articles upon the Land which have been placed upon the Land by Dome and Dome shall on such removal make good to the satisfaction of the Shire, acting reasonably, any damage which may be occasioned by such removal.
- (2) The Parties acknowledge and agree that the provisions of this **clause 4.10** shall only apply in the event the Conservation Works are completed before the Settlement Date.

5. Shire Contribution

5.1 Appointment of Quantity Surveyor

- (1) The Shire will appoint a Quantity Surveyor to review and estimate the reasonable costs incurred by Dome in carrying out the Conservation Works.
- (2) The parties acknowledge and agree that the Shire will be the principal for any contract entered into in respect of the Quantity Surveyor.
- (3) Dome agrees to reimburse the Shire for the Quantity Surveyor's costs.

5.2 Shire Contribution

Subject to **clause 5.3**, the Shire confirms that it pay to Dome a contribution amount which for the avoidance doubt is capped at \$500,000 (plus GST) (**Shire Contribution**) towards the Conservation Works.

5.3 Minimum Agreed Conservation Works Amount

- (1) Dome must issue to the Shire a notice to advise the Shire when the total costs incurred by Dome in completing the Conservation Works has reached the Minimum Agreed Conservation Works Amount (**Conservation Completion Notice**).
- (2) When submitting the Conservation Completion Notice, Dome must provide to the Shire:
 - (a) details of the Construction Works completed to date and actual project costs;
 - (b) a valid tax invoice; and
 - (c) any other evidence reasonably required by the Shire.

- (3) On receipt of the Conservation Completion Notice, the Shire's Quantity Surveyor will review and estimate the actual costs incurred by Dome in carrying out the relevant Conservation Works to certify that the actual costs incurred by Dome in completing the Conservation Works up to the date of the Conservation Completion Notice are equal to or greater than the Minimum Agreed Conservation Amount.
- (4) If following any review referred to in paragraph (3) above, the actual incurred and certified costs to complete the Conservation Works as certified by the Quantity Surveyor:
 - (a) equals or exceeds the Minimum Agreed Conservation Works Amount, the Shire shall pay to Dome the Shire Contribution within 28 Business Days; or
 - (b) is less than the Minimum Agreed Conservation Amount, the Shire will notify Dome that the Minimum Agreed Conservation Works Amount has not been reached and that Dome will be required to undertake further Conservation Works.

6. Dome to Complete Development

6.1 Dome to Complete Development

- (1) Dome covenants and agrees with the Shire:
 - (a) that it will not carry out, nor permit the carrying out of any development on the Land other than in accordance with the Development Approval, unless otherwise agreed by the Shire in writing; and
 - (b) at its own expense complete or procure the completion of the Development in accordance with:
 - (i) the Development Approval;
 - (ii) the Shire's specifications;
 - (iii) the Agreed Concept Plans and any other plans approved by the Shire or any Authority; and
 - (iv) any approvals or permits issued by the Shire or any Authority;
 - (c) not make any substantial or material change to the Agreed Concept Plans unless otherwise agreed to in writing by the Shire; and
 - (d) use reasonable endeavours to ensure completion of the Development by the Development Completion Date.

6.2 Extension of Development Completion Date

- (1) Subject to this clause, the Parties agree that the Development Completion Date may be extended for a reason or reasons beyond the reasonable control of Dome, including but not limited to:
 - (a) external market circumstances;
 - (b) acts of God, including fire, bushfire, lightening, storm, tidal wave, cyclone, hurricane, earthquake, landslide, mudslide, washouts and flood;
 - (c) epidemics, public health scares or outbreaks of disease;
 - (d) war, revolution or other state of armed hostility of a like nature;

- (e) insurrection, civil disturbances or riot;
 - (f) collisions or accidents which constitute a major catastrophe, an example being an aircraft crash or nuclear contamination;
 - (g) unavailability or lack of reasonable availability in the State of labour and or building and construction materials; and
 - (h) a strike, lockout, or other industrial disturbance or restraint of labour, involving employees.
- (2) If **sub clause (1)** applies Dome may extend the Development Completion Date by the same number of days by which Dome is delayed as a result of any causes referred to in that sub clause. Where such causes operate simultaneously, the days must be counted concurrently and not accumulatively.
- (3) Dome must provide to the Shire reasonable evidence within a reasonable period of time as to the reason for and the extent of the delay and the reasonable steps taken by Dome to overcome that delay.

7. Surplus Mill Machinery

Dome agrees with the Shire that it will not destroy or dispose of, or permit the destruction or disposal of, the Surplus Mill Machinery without the prior approval of the Shire.

8. Charge & Caveat

8.1 Charge & Caveat

- (1) With effect from the Settlement Date, Dome CHARGES its interest in the Land in favour of the Shire with the performance of Dome's obligations under **clause 6** and **clause 7** and with the payment of all or any moneys payable or which may become payable by Dome to the Shire pursuant to this Agreement and for the purpose of securing the same authorises the Shire to lodge an absolute caveat at Landgate against the Certificate(s) of Title to the Land or any parts thereof for the purpose of securing such obligations.
- (2) The Shire agrees that its right to lodge the Caveat against the Certificate(s) of Title to the Land or any parts thereof only arises after Dome is the registered proprietor of the Land and not sooner.

8.2 Disposal Restrictions

With effect from the Settlement Date, in the event Dome wishes to sell, transfer, mortgage, lease, charge, assign or otherwise dispose of or encumber the Land or any part or interest therein before the Development is complete in accordance with **clause 6.1**, the Shire shall temporarily withdraw any caveat lodged by the Shire pursuant to this Agreement from the Land to permit such registration PROVIDED:

- (a) Dome is not in default of any of its obligations under this Agreement;
- (b) the person to whom any such right or interest in the Land is to be granted has first executed a deed (or in the case of a mortgagee an undertaking satisfactory to the Shire), prepared by the Shire's solicitors at the cost of Dome or that person, whereby that person covenants to observe and comply with the covenants, conditions and stipulations herein contained (including this **clause 8.2**) as the Shire shall require as if that person had been a party to this Agreement; and

- (c) the Shire is entitled to re-lodge its absolute caveat over the Land following the registration of the transfer or mortgage.

8.3 Permanent removal of Shire's Caveat

Subject to there being no subsisting or unremedied breach of any provision of this Agreement and subject to:

- (a) Dome complying with **clause 8.2**, the Shire agrees that on receipt of a written request from Dome it shall provide to Dome at Dome's cost in registerable form a duly executed withdrawal of any caveat lodged by the Shire pursuant to this Agreement to enable registration of any transfer, mortgage, lease, charge, assignment or other document so long as the Shire is entitled to re-lodge its absolute caveat following such registration; or
- (b) Dome completing the Development in accordance with **clause 6**, the Shire shall provide to Dome on receipt of a written request from Dome and at Dome's cost a withdrawal of any caveat lodged by the Shire pursuant to this Agreement.

9. No fetter of Shire's Discretion

Dome acknowledges and agrees:

- (a) the Shire is a local government established by the *Local Government Act 1995* (WA);
- (b) in its capacity as a local government, the Shire will be obliged to comply with statutory obligations imposed by law; and
- (c) no provision of this Agreement may unlawfully restrict or otherwise fetter the discretion of the Shire in the lawful exercise of any of its functions and powers as a local government (as distinct from a commercial participant in the terms and conditions of this Agreement),

provided that this clause will not serve to relieve the Shire from responsibility for performance of its obligations arising pursuant to this Agreement, except to the extent necessary to avoid any unlawful restriction or fetter of the Shire's discretion.

10. No Assignment

The rights, duties and obligations of Dome under this Agreement are not assignable but are personal to Dome.

11. Termination

11.1 Right to terminate

Without limiting **clause 2.3**, a Party has the right to terminate this Agreement by notice in writing to the other Party:

- (a) any of the other parties suffers an Insolvency Event; or
- (b) any of the other parties commit a breach of this Agreement; and
 - (i) the breach is material and not capable of being cured; or
 - (ii) the breach is capable of being cured and the defaulting party fails to cure the breach within 20 Business Days of being notified in writing of the breach by the party giving the notice.

11.2 Notice

A notice given under **clause 11.1 (Right to Terminate)** must specify the event or events in relation to which the notice is given.

11.3 Reasonableness

A Party may not terminate its involvement in this Agreement pursuant to **clause 11.1(b)** unless it has reasonable and bona fide grounds to believe and does believe that the event has or is likely to have a material adverse effect on the Subdivision or could give rise to a material liability of a Party under any law or regulation.

11.4 Effect of termination

- (1) If a Party terminates its involvement in this Agreement in accordance with this **clause 11.1**, then effective from the Termination Date:
 - (a) the terminating Party is released from its obligations to further perform this Agreement;
 - (b) with respect to a termination under this clause, no Party may make any claim against the Party in the event any of the Conditions Precedent are not satisfied within the timeframe specified in **clause 2.3**; and
 - (c) subject to paragraph (b) above, the terminating Party may recover all reasonable costs up to and including the Termination Date.
- (2) Subject to any express provision to the contrary, on termination of this Agreement whether under this clause or otherwise but without prejudice to any rights accrued prior to the termination:
 - (a) all future rights and obligations or rights or obligations in relation to future performance of current rights and obligations conferred or imposed on the Parties by this Agreement are terminated; and
 - (b) this Agreement will have no further effect except as expressly provided for.

12. GST

12.1 Interpretation

In this **clause 12**:

- (d) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*;
- (e) subject to paragraph (c), expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning; and
- (f) **GST** has the meaning given to it in the GST Law and in addition includes amounts payable by way of penalties and interest.

12.2 GST-exclusive consideration

All consideration which the recipient provides to the supplier for a supply under this document is exclusive of any GST payable on the supply.

12.3 Payment of GST

If GST is payable by the supplier, or by the representative member for a GST group of which the supplier is a member, on a supply made under this document, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

12.4 Timing of GST payment

Subject to **clause 12.5**, the recipient will pay the amount referred to in **clause 12.3** in addition to and at the same time as the consideration for the supply is to be provided under this document.

12.5 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier is entitled to payment of an amount under **clause 12.3**. The recipient can withhold payment of the amount until the supplier provides a tax invoice.

12.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by the supplier under this document, the amount payable by the recipient under **clause 12.3** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires. Payment of the amount payable need not be made until the payor receives an adjustment note from the payee.

12.7 Reimbursements

Where the recipient is required under this document to pay, reimburse or indemnify an expense or outgoing of the supplier, the amount to be paid, reimbursed or indemnified by the recipient will be the sum of:

- (g) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the supplier is entitled; and
- (h) if the payment or reimbursement is subject to GST, an amount equal to that GST.

12.8 No merger

This **clause 12** does not merge on the completion of this document.

13. Relationship of parties

Nothing contained or implied in this Agreement constitutes a party the partner, joint venture partner, agent, or legal representative of the other party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind another party in any way.

14. Notice

14.1 Notice requirements

Any notice, demand, approval, consent or other communication under this Agreement (Notice) must be in writing and must be delivered:

- (a) personally;
- (b) by facsimile; or

(c) by prepaid registered post,

to a party at:

- (i) the address of the party set out in this Agreement; or
- (ii) such other contact details as the party may from time to time notify to the other party for the purposes of, and in accordance with, this clause.

14.2 When Notices considered given and received

A Notice given in accordance with **clause 14.1** takes effect when received (or such later time as specified in it), and is taken to be received:

- (d) if hand delivered, on delivery;
- (e) if sent by prepaid post, two Business Days after the date of posting (or five Business Days after the date of posting if posted to or from outside Australia); or
- (f) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the Notice, unless within four business hours (being a period of time between 9:00 am and 5:00 pm on a Business Day) after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5:00 pm on a Business Day, the Notice is taken to be received at 9:00 am on the Business Day after that delivery, receipt or transmission.

15. Variation

Subject to such consents as are required by this Agreement or at law, this Agreement may be varied by the agreement of the parties in writing.

16. Waiver

16.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Agreement by a Party does not operate as a waiver of that right, power or privilege.

16.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

17. Acts by agents

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

18. Statutory powers

The powers conferred on the Shire 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 Agreement, in addition to the powers conferred on the Shire in this Agreement.

19. 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 Agreement.

20. Severance

If any part of this Agreement is or becomes void or unenforceable, that part is or will be severed from this Agreement 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.

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

22. Costs

Each party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

23. Dispute resolution

- (1) If a party claims that a dispute has arisen under or in connection with this Agreement (**Dispute**), that party must give notice of the Dispute (**Dispute Notice**) to the other party specifying the nature of the Dispute.
- (2) Dispute cannot be the subject of litigation until the provisions of **clauses 23(3), 23(4) and 23(5)** have been complied with (except where a party seeks urgent interlocutory relief from a court, in which case that party does not need to comply with those clauses before seeking such relief).
- (3) Within 5 Business Days of the date on which the Dispute Notice is given (or such other period as agreed between the parties to the Dispute), each of the parties to the Dispute must meet to negotiate in good faith and seek to resolve the Dispute, but shall be under no obligation to agree.
- (4) If the Dispute is not resolved under **clause 23(3)** within 15 Business Days of the date on which the Dispute Notice is given (or such other period agreed between the parties to the Dispute), the Dispute must be referred to senior executives nominated by each of the parties to the Dispute (**Senior Executives**), who must meet to negotiate in good faith and seek to resolve the Dispute, but shall be under no obligation to agree.
- (5) If the Dispute is not resolved under **clause 23(4)** within 15 Business Days of the date on which the dispute was referred to the Senior Executives, the Dispute will be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (WA) and the Shire and Dome may each be represented by a legal practitioner.
- (6) Any other matter or dispute may by agreement be sought to be resolved by reference to this **clause 23** however; if this Agreement does not specifically limit the Parties otherwise, then the Parties other legal rights or remedies are not restrained by this **clause 23**.

Signing page

EXECUTED

2015.

The **COMMON SEAL** of the **SHIRE OF KATANNING** is hereunto affixed by authority of a resolution of Council in the presence of:

Signature of President

Full name of President

Signature of Chief Executive Officer

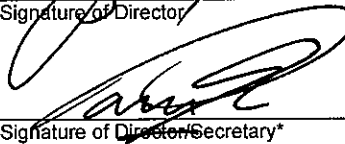
Full name of Chief Executive Officer

EXECUTED BY Dome Coffees
Australia Pty Ltd (ACN 009 452 760)
pursuant to Section 127 of the
Corporations Act:

TROY BLIZARD
Name of Director


Signature of Director

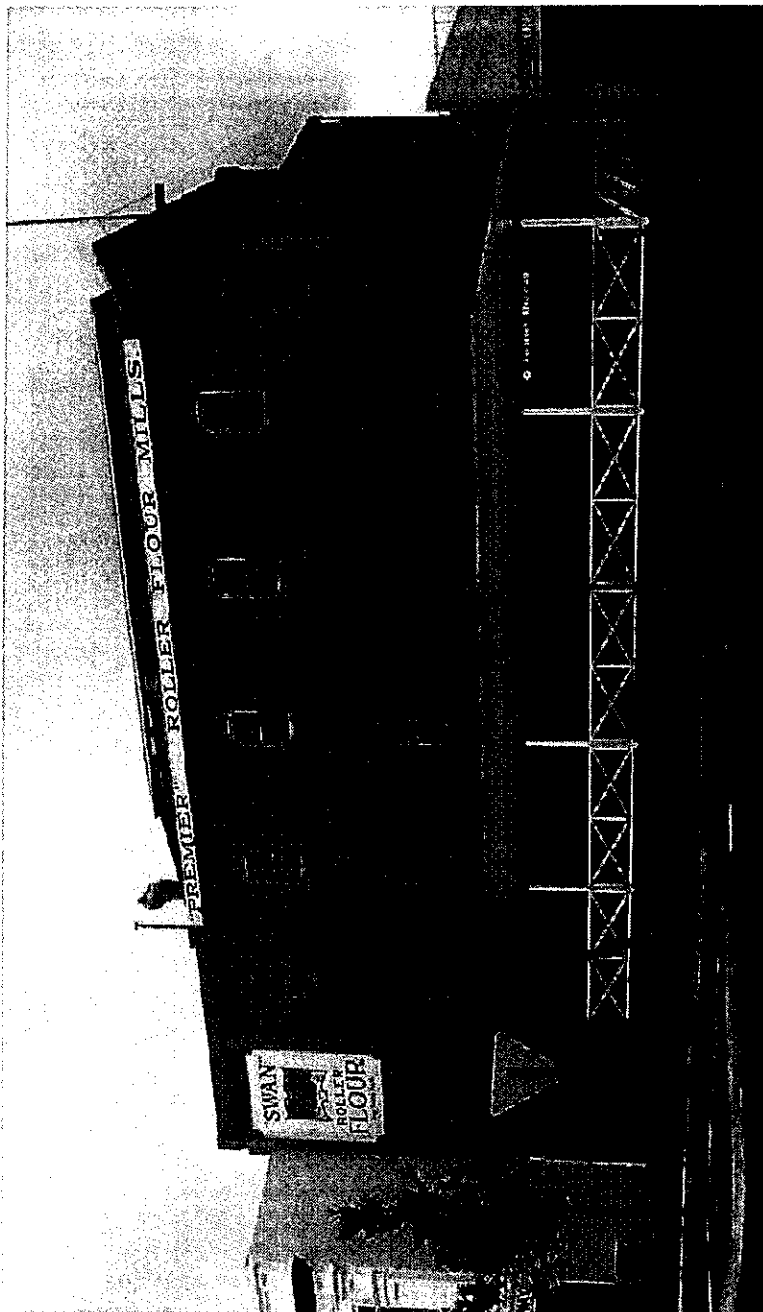
PAUL GRAMM
Name of Director/Secretary*


Signature of Director/Secretary*

(*Delete whichever designation is incorrect)

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Annexure 1 – Conservation Works Report



KATANNING FLOUR MILL
FEASIBILITY STUDY AND CONSERVATION WORKS

HOCKING
HERITAGE STUDIO

Katanning Flour Mill: Feasibility Study and Conservation works
July 2012

Cover illustration: Katanning Flour Mill by Hocking Heritage Studio January 2012

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HHS Job No. 2011-44

Rev No	Author	Reviewer	Date
A	Gemma Smith	Yen Nee Goh	27 February 2012
B	Gemma Smith	Yen Nee Goh	30 July 2012



Katanning Flour Mill: Feasibility Study and Conservation works July 2012

Executive Summary

The Shire of Katanning is one of the nine local government areas to be nominated as a "SuperTown", a State Government Initiative to create regional centres throughout the southern half of Western Australia based on their potential to grow, their accessible locations and their governance capabilities.

The Katanning SuperTown Growth and Implementation Plan has been prepared setting out the vision for the Shire, outlining growth potential through a series of initiatives based on the objectives for Economic Development, Urban Expansion and Infrastructure, Community Development, Environment and Governance. Four transformational projects, each comprising a series of individual projects, have been proposed:

- Town centre commercial and streetscape revitalisation
- Supporting residential and industrial development
- Developing community and capacity for the region
- Multicultural and Aboriginal engagement and enhancement

The proposal for upgrading the Katanning Flour Mill is part of the town centre commercial and streetscape revitalisation initiative. The Shire has proposed establishing a Central Business/Heritage Precinct on Austral Terrace including works to the Mill and possible adaptation into a small business hub whilst retaining the essential industrial character of the building.

The Katanning Flour Mill is on the State Register, recognised for its role in the economic development of Katanning. Its landmark position within the town and its associations with the Piesse family. It is the only flour mill left in the state with all the machinery in situ. Since the building ceased operating as a flour mill in the 1970s, the building has received limited maintenance and use and the upper levels are no longer able to be safely accessed. The Shire purchased the property in the 1980s to save it from demolition. For the last few years the tourist office has occupied the ground floor doubling as a small museum providing visitors with an insight into the Mill and its role in the history of Katanning. A delicatessen operates from the 1930s addition to the Clive Street frontage, the remainder of the building is unusable.

In developing any State Registered place a balance has to be reached between conserving the cultural heritage significance of the place against adaptation and re-use of the place. Ideally the best use for a heritage place is its original use. Where continuation of the original use is no longer possible a 'compatible' use should be found. This should be a use which causes minimal disruption to the original fabric and maintains the significance of the place. In the case of the Katanning Flour Mill, milling is no longer a viable option as a use but in considering compatible alternative uses, the machinery proves to be an obstacle. Removal of the machinery would result in the loss of much of the heritage significance of the Mill.

Establishing a small business hub in the Mill would enable the Mill to retain much of the machinery, be used as an interpretation centre/gallery space to be enjoyed by the public as well as providing four multi-person office spaces and an informal meeting space on the first floor.

Essential conservation works are required to repair falling brickwork, replace the roof and a general upgrading of the finishes. The building is not compliant with current regulations and would require installation of a lift, new stairs, toilet facilities to each level and access for all.

This report establishes the main areas of conservation works required to bring the Mill back into a useable condition together with proposed internal layouts of all levels of the building, including the new service core.



Katanning Flour Mill: Feasibility Study and Conservation works
July 2012



Katanning Flour Mill: Feasibility Study and Conservation works
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Kataning Flour Mill: Feasibility Study and Conservation works
July 2012



Katanning Flour Mill: Feasibility Study and Conservation works July 2012

1. Introduction

Hocking Heritage Studio has been requested by LandCorp, on behalf of the Shire of Katanning, to prepare a feasibility study and costings report for undertaking conservation works to the Katanning Flour Mill and for its adaptation in to a small business hub in conjunction with the Katanning SuperTown Growth Plan Proposals, 2012.

The Katanning Flour Mill is on the State Register and is recognised for being the only flour mill left in Western Australia to have kept its machinery, the role the milling industry played in the economic development of Katanning, its position in the centre of the town and its associations with the Plesse family. It is proposed that the conservation works will return the Mill to a sound and usable condition enabling small businesses to occupy the smaller spaces on the first and second floors. It is not proposed that any of the machinery is removed as part of these works.

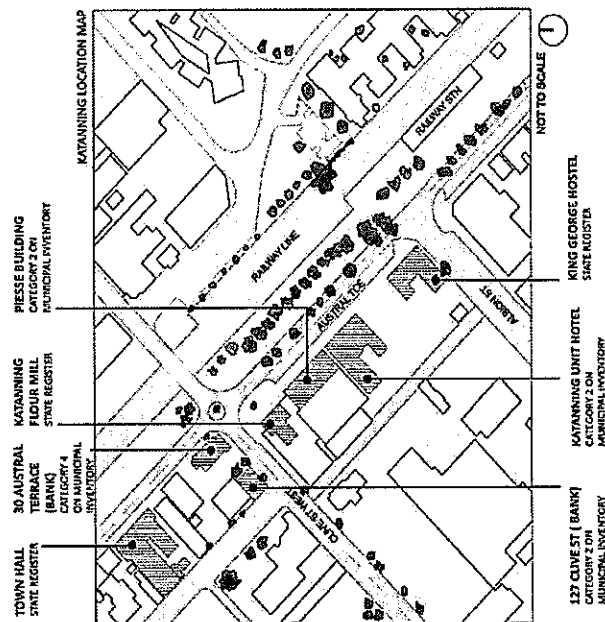
The report will include the following:

- Background on the Katanning Roller Flour Mill
- Heritage significance
- Condition and conservation recommendations
- Proposed works of adaptation
- Costings prepared by a quantity surveyor



Katanning Flour Mill: Feasibility Study and Conservation works July 2012

2. Katanning Flour Mill



The Katanning Flour Mill is the focal point of Katanning: it forms part of the town's industrial heritage and is registered as a permanent entry on the State Register of Heritage Places. The Mill contributes to a streetscape full of heritage places including the State Registered Town Hall (Austral Terrace) and King George Hostel (Austral Terrace/Albion Street) as well as a number of properties on the Shire's Municipal Inventory including the Piesse Building, Katanning Unit Hotel, the Westpac Bank on Clive Street and the NAB building on the corner of Clive Street and Austral Terrace.

The Mill was constructed in 1891 to designs by J. Talbot Hobbs and under the auspices of F. & C. Piesse contributed to the economic and physical development of Katanning. The success of the Mill was in a large part responsible for Katanning being described as 'the most important town between Beverley and Albany' in the *Cyclopedia of Western Australia*, 1913. The Mill continued to operate as a roller mill until its closure in the late 1970s and following proposals for demolition, was purchased by the Shire in 1982.

The Katanning Visitors Centre is currently located on the ground floor of the Mill and together with the local deli operating from the shop adjacent to the Mill entrance, are the only uses operating in the building, both of which function at ground level only. The ground floor access provides an insight into the function of the building and together with the small amount of interpretation and information presented at this level, the public can gain some understanding of the Mill and its role in Katanning's history. Public access to the upper levels of the Mill is no longer permitted on safety and compliance grounds. The majority of the machinery has been retained and although not in a working condition, does provide an insight into the gravitational milling processes once employed at the Mill.

The Shire of Katanning recognises the cultural significance of the Mill having purchased it in the 1980s to save it from demolition and further acknowledges the contribution it has made to the economic success of the town. It is in recognition of this importance that the Shire proposes to undertake conservation works to the building in order to bring it back to a sound condition and enable it to function as a mixed-use space whilst retaining the industrial heritage of the Mill.

The Mill is recognised as being the only roller flour mill in the state to have retained all the machinery in situ. Whilst it is desirable to retain contents, fixtures and objects which contribute to the cultural significance of a place, it is also accepted that retention of all the machinery limits potential new use for the building. Although removal of some machinery is accepted in principle by the State Heritage Office it is not proposed at this stage to remove any of the machinery elements.

Katanning Flour Mill: Feasibility Study and Conservation works
July 2012

3. Cultural Heritage Significance of Katanning Flour Mill

The Katanning Flour Mill was entered onto the State Register of Heritage Places as a permanent entry in February 1995 in recognition of its cultural heritage significance.

This statement of significance demonstrates the cultural heritage significance of the place for the following reasons:

the place is a landmark in the town of Katanning;

historically, the place contributed to the development and growth of Katanning, a town whose prosperity was built upon the growing of wheat and grain. The mill gave Katanning industrial capabilities that other towns did not have;

the place has strong associations with Katanning's role in the commercial development of agricultural exports in Western Australia;

the place is an excellent example of an utilitarian industrial structure, technically interesting and competent, typical of the construction of mills at the time of construction;

the place is highly valued by the community; firstly as a workplace contributing to the economic prosperity and subsequently, as a museum depicting Katanning's history and development; and

because of the high degree of intactness of the plant and machinery, the place is a rare example of a turn of the century roller flour mill.

The assessment documentation further states that Katanning flour mill demonstrates aesthetic value because:

Katanning Roller Flour Mill occupies a corner of the intersection of the two most important streets in Katanning, situated on an elevation, the building has dominated the skyline since its construction.

The assessment documentation also recognises the early value of the retained machinery and how the vertical form of the building reflected the gravitational milling process of the time. The Mill is representative of a roller flour mill of the 1890s.



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Katanning Flour Mill: Feasibility Study and Conservation works July 2012

4. State Heritage Office Process

As a state registered place, any works to the Katanning Flour Mill will require State Heritage Office approval to ensure that the cultural heritage significance of the building is retained and good heritage outcomes are achieved.

It is recommended that appointed heritage advisers undertake pre-application discussions with the State Heritage Officers to ensure that they are aware of the works being proposed and can highlight any potential issues.

As the works to the Mill are to be limited to works of repair rather than adaptation, removal of machinery etc all decisions by the State Heritage Officer should be taken at Officer level rather than have to be presented at a full Heritage Committee meeting. In the event that Officers are confronted with any difficult decision the conservation works may be referred to the Development Committee for approval.

Although establishing a working relationship with the State Heritage Office prior to submitting the development application can eliminate many issues in advance of the formal consideration of the application, it is possible that the Development Committee may request additional information prior to making a formal decision. Such requests may delay the consideration of the application.

Development Committee meetings are held on the last Tuesday of every month. All applications or preliminary information is to be received by Officers of Heritage two weeks prior to the meeting, response from the Heritage Council will be received by the applicant approximately one week after the application has been considered.

Dates for the Heritage Council and Development Committee are as follows:

Heritage Council (Friday)	Development Committee (Tuesday)
10 August 2012	28 August 2012
14 September 2012	25 September 2012
12 October 2012	23 October 2012
9 November 2012	27 November 2012
14 December 2012	18 December 2012

5. Heritage Process

The heritage process requires:

- Services of a heritage architect
- Preparation of a heritage impact statement
- Development application to be considered by HCWA
- Heritage sign off report to be submitted to HCWA following completion of the works
- Possible updating of the conservation plan to recognise the changes undertaken to the Mill (this could be funded through a lottery West grant).



Katanning Flour Mill: Feasibility Study and Conservation works
July 2012

6. Current Condition of the Mill

The Shire of Katanning appointed consultants to devise a strategy for the use and conservation of the Mill in 2005. As part of the study, the consultants carried out a physical inspection of the building and identified works required to conserve the existing fabric. A further inspection was undertaken by Hocking Heritage Studio in November 2011 and it was found that the building had not deteriorated significantly since the initial inspection in 2005 despite limited works having been carried out.

At the time of the initial survey in 2005, the following items were recommended as being essential conservation works:

- Damp proof coursing and associated brick conservation
- Local roof and gutter works
- Paint removal and associated brick conservation
- Replace missing windows to Store Room
- Secure loading area against vandals and vermin
- General floor repairs to the interior
- Timber structure repairs
- Timber floor repairs
- Repairs to timber stairs
- Vermin proofing vents

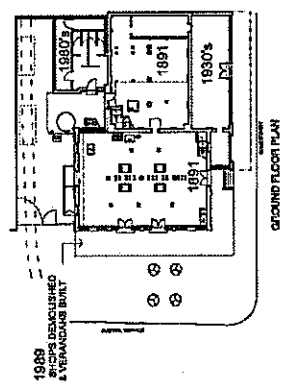
These works were not implemented following the 2005 report but it is recommended that they form part of the proposed scheme of works.

Although the building has not been in full occupation or use for the last 30 years, the overall condition is fair.

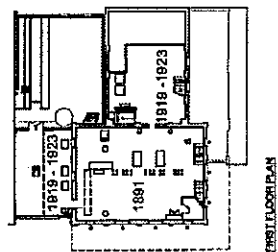
Katanning Flour Mill: Feasibility Study and Conservation works July 2012

Schedule of Conservation Works

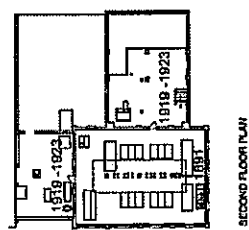
The following schedule is an outline of essential conservation works that are required based on the inspection undertaken in November 2011. For ease of reference the plan below outlines the development phases of the Mill with the separate sections referred to in the schedule of works.



GROUND FLOOR PLAN



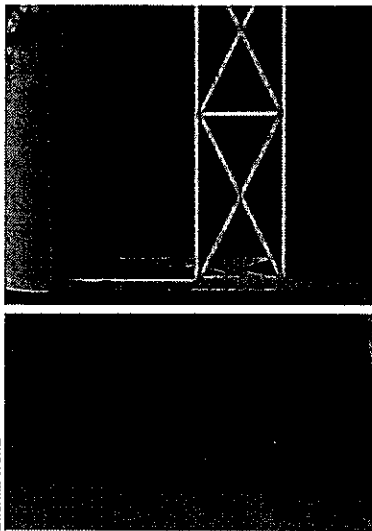
FIRST FLOOR PLAN



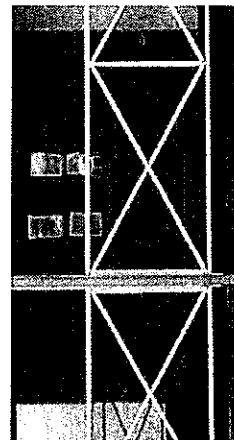
SECOND FLOOR PLAN

KATANNING ROLLER FLOUR MILL - BUILDING SEQUENCE DIAGRAM

External Works



1



Elevations

Due to a lack of access not all elevations of the Flour Mill were inspected.

The Katanning Flour Mill has been constructed from locally made red bricks which have been laid in English Bond to the unpeained ground floor level and English Garden Bond to the upper sections of the building.

A dentil cornice extends around the building below the parapets to the gables and at eaves height on the main elevations.

The timber fascias are showing signs of deterioration and should be replaced.

The shop front, which forms part of the Mill and constructed in the 1930s, consists of a single storey facade of rendered brick construction with a stepped parapet. The render is showing signs of failure with horizontal cracking above the canopy.

Externally there are significant areas of damaged and failing brickwork, predominantly just above ground level and mainly caused by salt erosion.

There is run off staining from the metal wall ties which impacts on the aesthetic qualities of the Mill.

Evidence of cracking radiating upwards from the window arches.

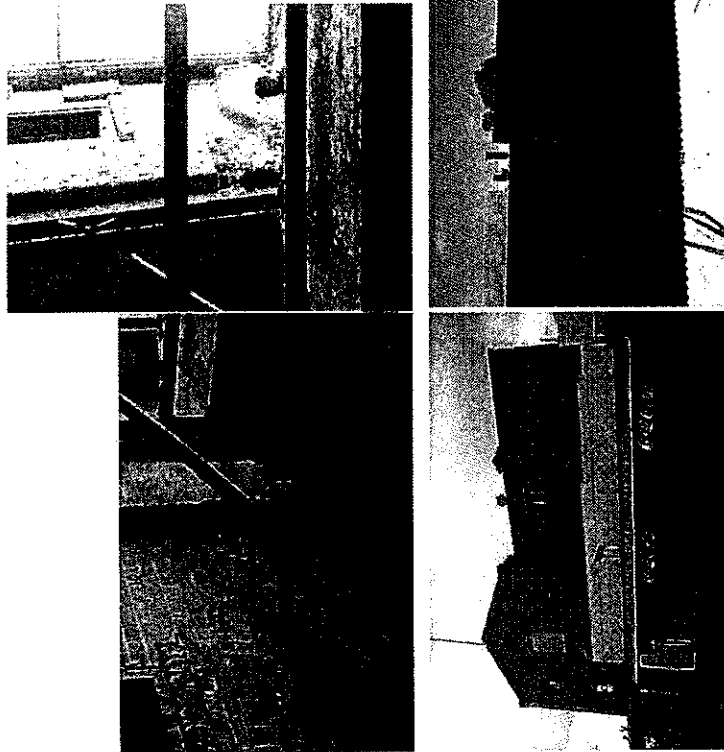
The faces of some bricks are showing evidence of delaminating making them vulnerable to climatic conditions.

The verandah requires temporary deconstruction or partial deconstruction to enable access to the lower sections of the walls to allow repair.

Severely damaged bricks require cutting out and replacing with matched brickwork and repointed with an appropriate mortar. Mortar analysis may be required in order to ensure the correct mortar is used.

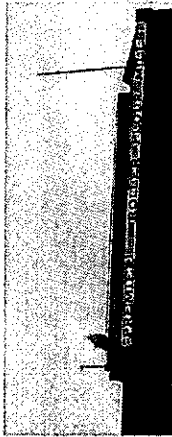
Paint should be removed from the external brickwork through the application of an appropriate paint remover such as Delam or Peel-Away. Removal of the paint should reveal any further damage to the brickwork.

Katanning Flour Mill: Feasibility Study and Conservation works
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Recommendations

- Cut out damaged brickwork and replace with bricks to match
- Rake out joints and repoint where necessary using a mortar of the correct composition, avoiding hard cement mortar.
- Repair rendered parapet to the shop front, ensuring the flashing of the skillion roof behind is securely placed to avoid water penetration
- Remove paint to brickwork.
- Installation of a damp proof course



Roof

The roof to the Mill is in two main sections both of which are gabled roof forms. The roof to the original 1890s section of the building has a long roof ridge vent which is not a true detail – the original roof had a much shorter vent along the ridge. A CGI tower and mechanical venting are located on the 1920s addition overlooking Clive Street.

A skillion roof to the shop has been installed behind the parapet and there are subsequent areas of skillion roofing to the rear of the Mill.

All sections of the roof are clad in corrugated galvanised iron.

The roof has been replaced at some earlier stage and it is presently not known what condition it is in. Closer inspection is recommended and replacement of new CGI roofing may be required. The roof form is to be retained.

Recommendations

- Undertake inspection
- Replace to match original CGI roof if required, retaining the existing roof forms.
- Vermin proof the vents.



Rainwater Goods

There is a half round box gutter behind the parapet which appears to be inadequate due to the damp visible to the interior of the upper level of the Mill.

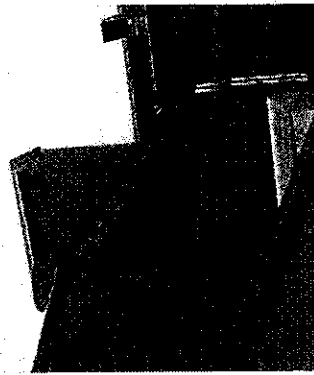
The remaining gutters are ogee in profile and wherever possible these should be retained. Where replacements have to be introduced they should match the existing.

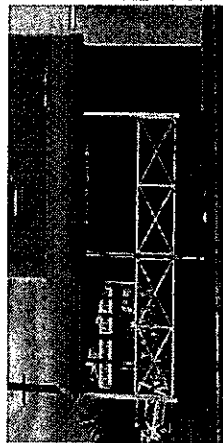
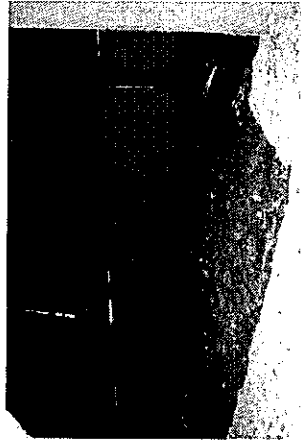
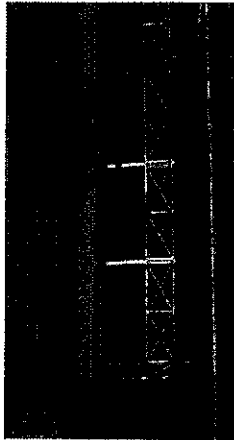
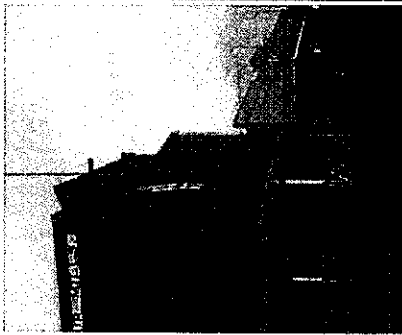
Downpipes are circular in profile.

There is evidence that the downpipes and guttering are failing due to the damp issues on the internal faces of the walls. It is recommended that all gutters and downpipes be checked and replaced where necessary with appropriate replacements to match the originals. The box gutters require inspection and replacement if necessary.

Recommendations

- Replace downpipes where necessary to match originals.
- Replace guttering where necessary to match original profile.
- Replacement of box gutters where necessary.





Verandah

The verandah is not original but was constructed to designs based on documentary evidence and should be retained.

The bulwark canopy and chamfered edge details to the verandah posts are traditional details.

The cross balustrade is not an original feature and has been regarded as being intrusive and recommended for removal. However it acts as a safety measure and should be retained.

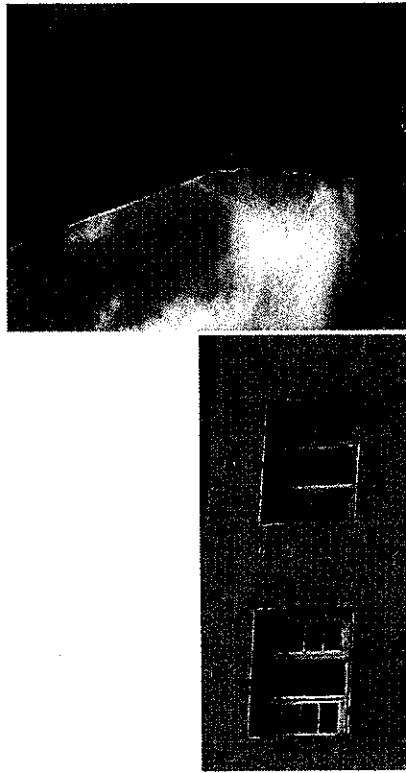
The condition of the canopy should be assessed and replaced if necessary to match original.

Temporary deconstruction of the verandah will be necessary in order to carry out the repairs to the brickwork.

The bearers and joists appear to be in sound condition but closer inspection of all the elements is recommended.

Recommendations

- Retain and upgrade where necessary.
- Clean out the void underneath the verandah
- Check the bearers and joists



Windows

The majority of the windows are 6-over-6 double hung timber framed sash windows which should be refurbished and retained. Casement windows have been inserted into the north-west elevation overlooking Clive Street which should also be retained and refurbished.

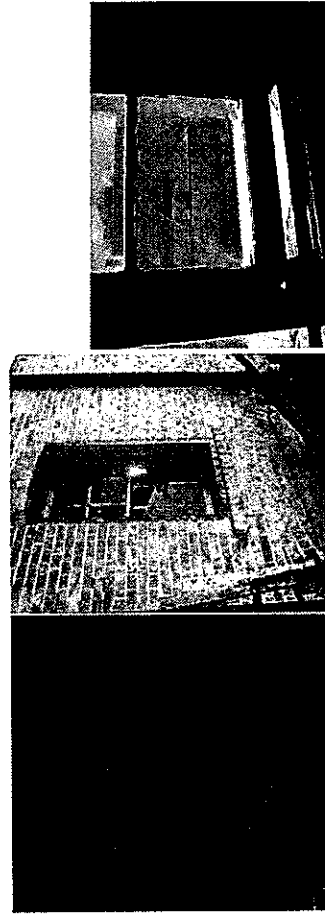
The window arches to the sash windows have been constructed from a double row of header bricks which generally appear to be in a sound condition but closer inspection would be required to assess if there is any cracking as the paintwork can obscure damage.

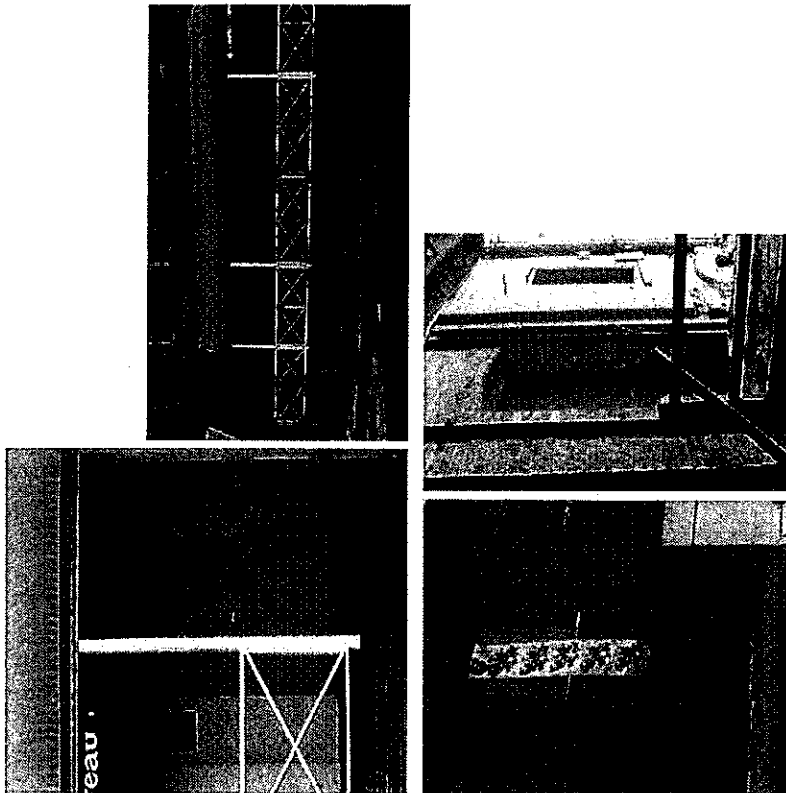
The lintels to the casement windows in the side addition is a continuous run of rendered brickwork, the render of which is showing signs of cracking, likely to be caused by water ingress as a result of falling mortar to the brickwork above the lintels.

The sills to all windows are painted brickwork to the upper sections and face brickwork to the lower windows.

Recommendations

- Refurbish all double hung sash windows replacing damaged timbers, sash cords, sash weights, glazing and missing or broken hardware.
- Refurbish casement windows to Clive Street elevation, replacing damaged timbers, glazing and hardware.
- Detailed inspection of the window arches is required





Doors

The main doors to the Clive Street elevation have been replaced with solid panel double doors. The original timber and glazed doors have been retained and should be reinstated once refurbished.

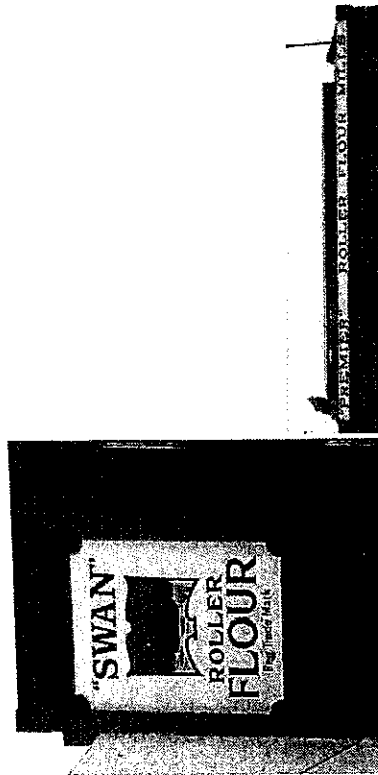
The original timber and glazed doors to the Austral Terrace frontage have been retained in situ. These doors are to be retained and refurbished.

The ledge and braced double doors to the grain entries on the first and second floors overlooking Clive Street remain extant. These doors should be refurbished and retained.

The sliding doors to the loading dock are in fair condition and should be conserved.

Recommendations

- Retain and refurbish all doors.
- Reinstate original entry doors to Clive Street frontage.



Signage

The signage acts as interpretation for the building and should be retained.

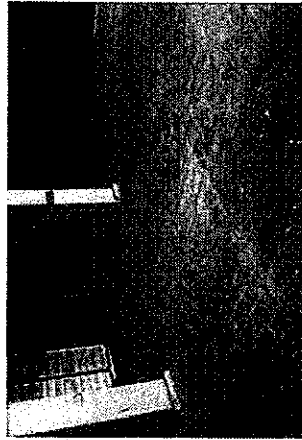
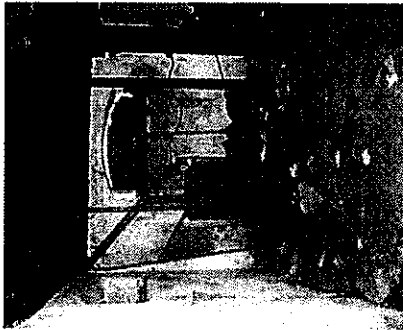
The "Swan Roller Flour" signage is painted onto the building and will require specialist maintenance when required. If removing the paint from the brickwork with Delam or Peel-Away etc care must be taken in the application so as not to destroy the artwork.

The Swan sign was originally erected in the 1920s soon after the rear section of the Mill was constructed.

The "Premier Roller Flour Mills" signage has always been on the building in some form. The present form is not the same as the original but is similar and in keeping with the building, the earlier form of the sign had a semi-circular central piece above the word "Roller" which incorporated the date of the building.

Recommendations

- Painted signage on elevation and roof signage should be conserved and retained.
- Retain the commemorative plaques
- Remove any redundant signage



Flooring

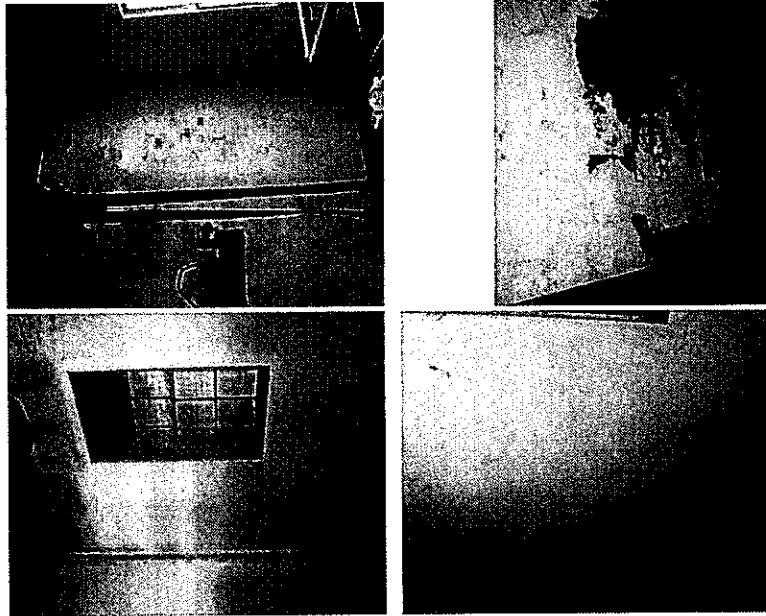
Flooring to the majority of the Mill is Jarrah boarding, the storage area to the rear, the toilet facilities and the basement all have concrete floors.

Jarrah boarded floors should be retained. In the original main section of the mill the boards are 5" and to the later additions they are 3" wide. The majority of the flooring is in good condition although there are small areas of damage around some of the machinery. The joists and bearers generally appear to be in sound condition.

Flooring to the basement is concrete. The basement has flooded in the past and the area generally suffers from a high water table which is known to cause salt erosion to the local buildings. At the time of inspection, the basement was dry with no signs of damage to the concrete flooring caused by water.

Recommendations

- a. Repair damaged areas of flooring. If timber boards cannot be repaired, replace to match existing ie. to be Jarrah and be of appropriate width.

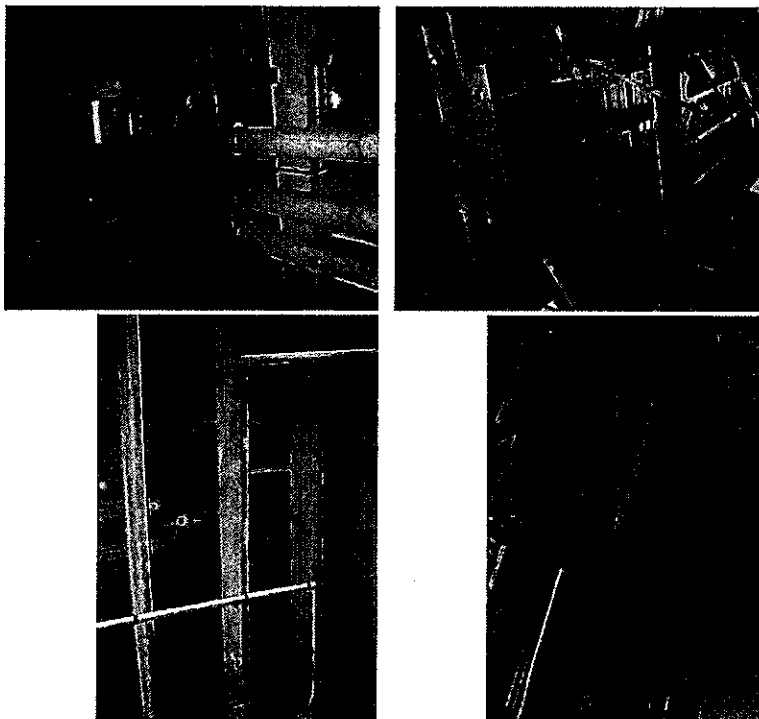


Walls

All internal walls are brickwork which have been rendered and painted or painted over original lime wash in the main section of the Mill. Generally the brickwork is in good condition but due to damp and water ingress there are areas where remedial action is necessary. As the brickwork is presently covered, the exact condition of the brick has not been thoroughly assessed. There may be areas of brickwork that require cutting out and replacing with appropriate bricks to match the originals. All pointing is to be undertaken with an appropriate lime mortar. Once repaired, the walls should be lime washed.

Recommendations

- Repair all damaged brickwork. Where bricks need to be cut out replace with new to match originals.
- Use appropriate lime based mortar, not hard cement for pointing.
- Re-lime wash walls.



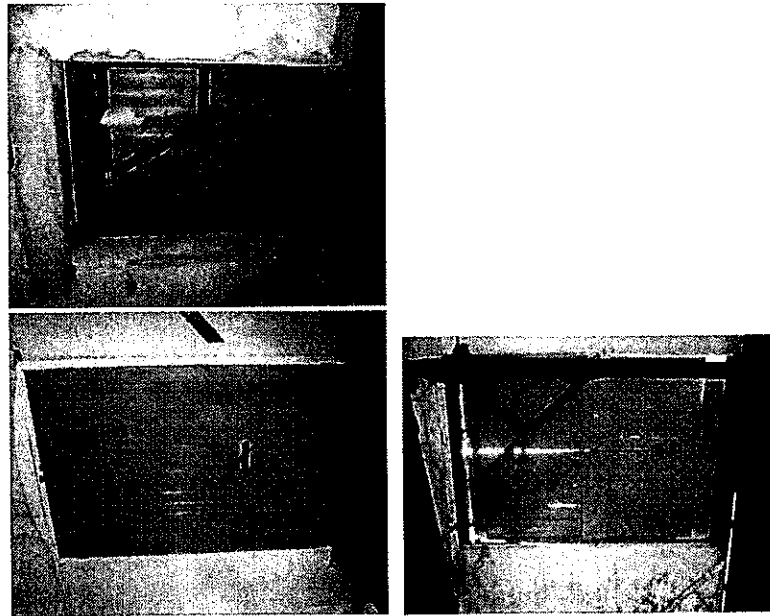
Ceilings

The majority of the ceilings throughout the Mill are formed by the underside of the floors above, with the bearers and joists forming a featured ceiling. The timbers are solid and generally in good condition. The ceiling to the top floor is formed by the underside of the roof, being clad with the timber roofing structure.

The ceilings are also used to suspend elements of the machinery and form an integral aspect of the workings of the Mill. Pipework extends through the floor/ceilings throughout the building.

Recommendations

- a. Conserve and retain.



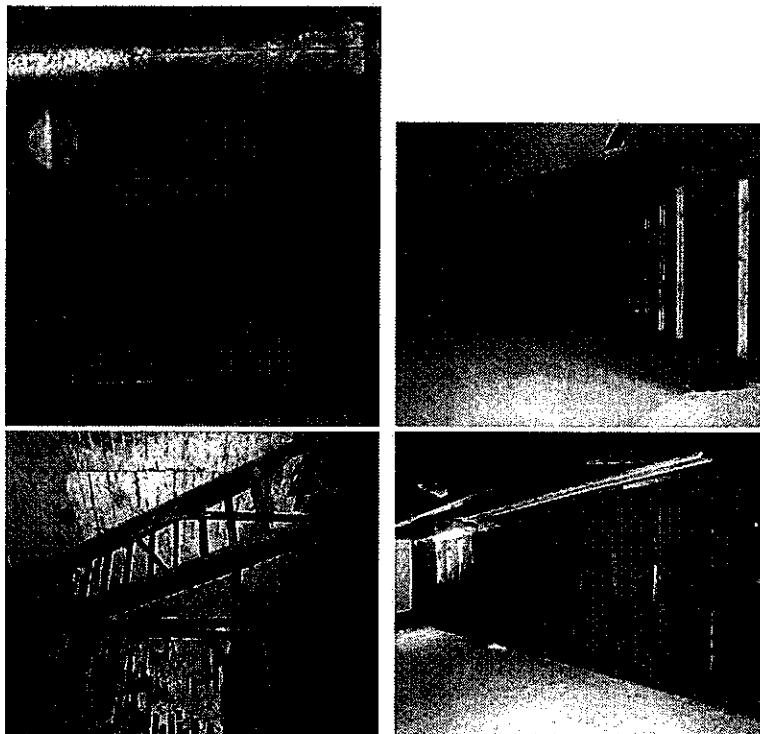
Doors

All the internal doors to the Mill are timber, either ledged and braced or ledged and framed.

The majority of the original hardware has been replaced with modern elements but where it remains extant it should be retained.

Recommendations

- a. Retain and conserve all ledge and braced doors.
- b. Retain original hardware, replace missing items to match originals.

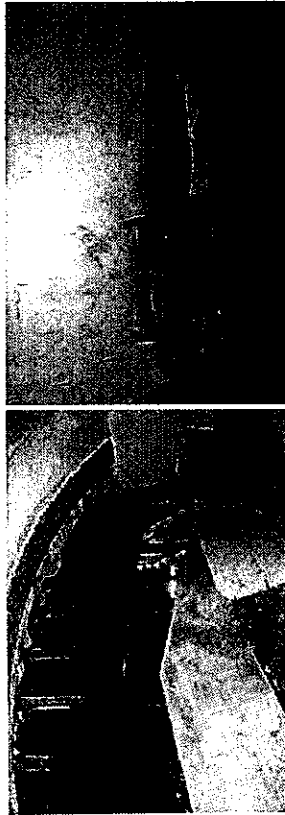


Stairs

The stairs are not compliant and they cannot be adapted to become compliant. It is therefore recommended that all timber staircases are removed, the voids enclosed and the location of the stair interpreted to facilitate understanding of the movement around the building. Access through to the upper level of the building will have to be way of a lift and new staircase.

Recommendations

- Remove and interpret existing staircases.
- Install new emergency staircase and lift to the rear of the building.
- If the stairs are to be retained for interpretation purposes they are to be closed off from access. The stairs demonstrate the legibility of the building and how the workers moved through it.



Basement

The basement is full of machinery related items, some of which extend through the building connecting the floors to each other.

It is a congested space with very low floor to ceiling height which is too low to stand up properly and therefore is not a useable space. In addition the joists of the floor above further reduce the clearance.

Due to the high water table the basement has been flooded on numerous occasions leaving remnant staining on the linewash walls and corrosion of the brickwork due to the high salt content.

Generally the basement is in fair condition. There are areas where the brickwork has deteriorated and requires remediation. Bricks have become loose or have fallen out completely.

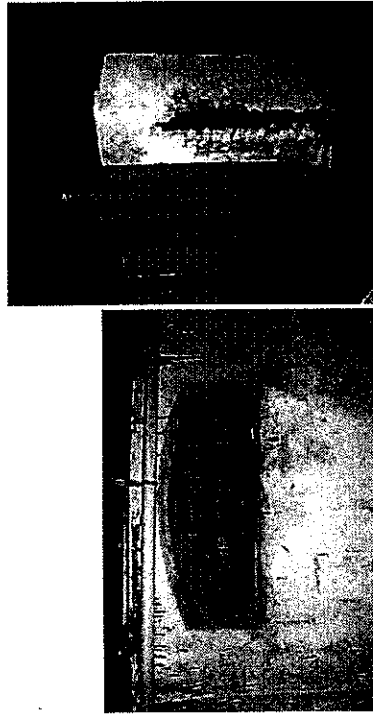
The faces of the bricks have crumbled in places leaving the remaining brick vulnerable in the event of further flooding.

Masonry dust is collecting on the floor.

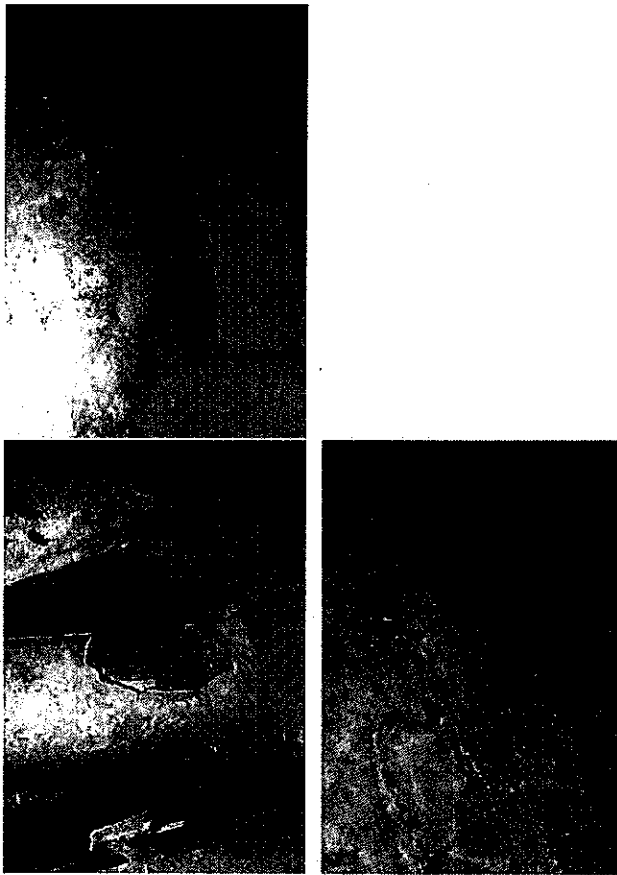
The machinery pipe work is showing signs of corrosion in places which will require specialist attention in the future.

Recommendations

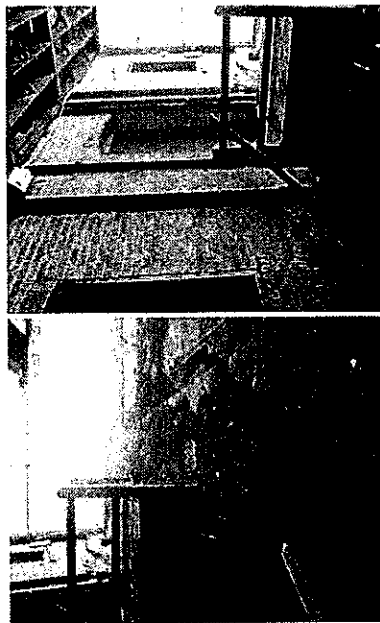
- Clear out the accumulated rubbish
- Repair the brickwork, replacing bricks where necessary using an appropriate mortar
- Consideration given to tanking the space to keep it dry
- Linewash the walls
- Investigate for termite activity



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HOCKING
HERITAGE STUDIO



14

Loading Dock

The loading dock to the rear of the site is a redundant area which presents in a dilapidated condition.

The loading dock is of brick construction with a simple timber balustrade. The balustrade is loose and the brickwork is showing signs of failure.

The walls to the Mill are in poor condition with areas of failure, especially around the window arches.

Rubbish accumulates in the space.

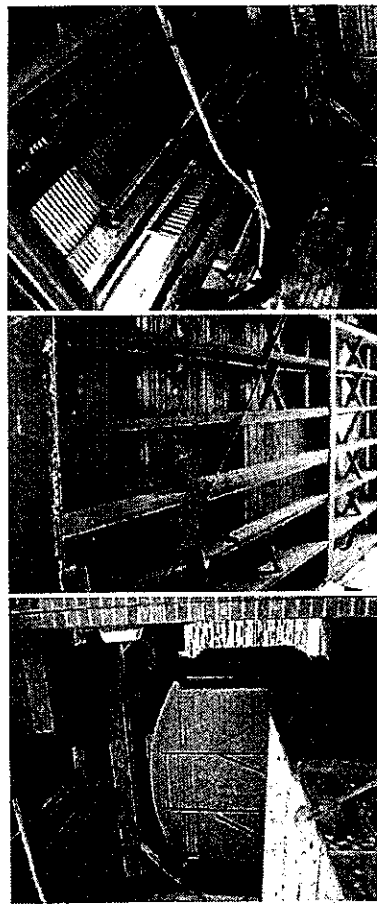
The metal gates erected for security purposes are an intrusive feature.

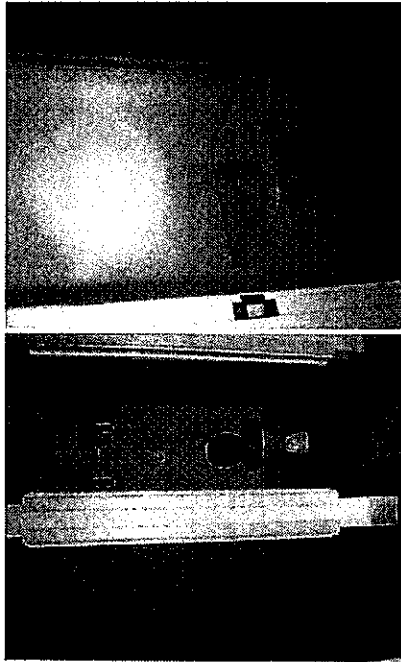
Vast amounts of bird excrement to the floors together with decaying bird carcasses.

Remnant railway track together with a railway carriage remain in the space. The carriage can be removed and the space upgraded. The tracks can be retained as part of the interpretation for the building.

Recommendations

- Repair the brickwork to the elevations and the loading dock
- Remove the loading dock if no longer required and replace with steps
- Remove the carriage
- Retain the rail tracks and incorporate into the Interpretation strategy for the Mill
- Investigate bird proofing methods
- Remove the gates and replace with more appropriate style if required





15

Miscellaneous

The sanitary ware is basic and tired and should be replaced as part of the conservation works. If the building is to be occupied on all floors, additional toilet facilities will be required to each floor together with accessible facilities.

It is not known when the existing electrical wiring was installed but it is unlikely to be adequate for the anticipated use of the building. The electrical system requires overhauling together with the installation of data/telecommunication cables.

There is very basic fire prevention in the building in the form of fire extinguishers. A sprinkler system will need to be installed together with smoke detectors as per the requirements of FESA.

Interpretation of the Industrial Heritage of the building and Katanning to be considered.

Recommendations

- Upgrade toilet facilities
- Provide kitchen area
- Upgrade electric wiring
- Install fire prevention system
- Interpretation

Earthquake code compliance

Recommendations

- a. The installation of non-invasive means of earthquake proofing the structure.

Katanning Flour Mill: Feasibility Study and Conservation works July 2012

7. Proposal for adapting the Katanning Flour Mill into a Small Business Hub and Interpretation Centre

An initial suggestion had been proposed that the Katanning Flour Mill could be adapted and extended (by acquisition and demolition of the neighbouring properties) to form the new Shire Administration Offices. Whilst such an adaptation would have demonstrated the Shire's commitment to heritage and to the longevity of the Mill, the extensive works required to create the spaces required and to bring the building up to a compliant standard would result in the loss of the machinery and much of the integrity of the building.

The present proposal is based on undertaking the essential conservation works as set out above and for small scale adaption into a small business hub and interpretation centre which would allow for the retention of the majority of the machinery.

Invasive works would be kept to a minimum but demolition of the rear section, currently incorporating the toilets, would be necessary to construct a new service core to incorporate the lift, new stairs and new WC facilities. The section of the 1930s episode abutting the existing verandah on Clive Street would be removed to reveal the full elevation of the earliest section of the Mill. Long term proposals would see the removal of the entire 1930s section of the elevation as this does not complement the industrial nature of the Mill or correspond in terms of aesthetics. The train carriage currently located in the loading bay would have to be removed, the current loading dock would be demolished and a new ramped access constructed which would provide access onto the verandah and to the main entrances.

As outlined in the conservation works above, all the existing staircases are non-compliant and due to the current regulations it would be extremely difficult and expensive to have staircases in the current locations which meet the compliance codes. It is therefore proposed that all existing staircases are taken out of action with either the structures being removed in their entirety and the voids filled in or remain in situ and blocked off. The position of the staircases provides evidence of how workers moved around the building and as a key element of the circulatory space, some form of interpretation would be required.

The main space to the ground floor would largely remain as is. Access from both Clive Street and Austral Terrace will be available through existing doors and steps to the verandah. The main space will retain the machinery but will require some re-organisation to enable access around the pieces. A new reception desk would be required together with new interpretation. The new lift core will be accessed through a new doorway (to be enlarged) in the south-west wall. For the short term, the dell is to remain but there is opportunity to remove this use and create a cafe/shop area.

To the first floor, a reception/landing area would be created in the service core. New door openings would be created to provide access into potential office spaces to the front and rear of the Mill. The front space overlooking Clive Street currently containing the timbered grain store could be adapted to form two office spaces. A floor could be installed in the grain store to create a self contained office, the grain hatches may require enlarging to allow light into the space. There is no machinery that requires removal to accommodate office use in this area.

The main space in the original section of the Mill has a large open space running parallel with Austral Terrace. This area could be utilised as an informal meeting area with tables and chairs. The small office in the north-east corner would be retained. All the machinery would be retained. This area could be open to the public for interpretation/gallery purposes. A further office could be located in the south-east corner. There is no intrusive machinery in this area and could accommodate a number of desks. Access into this office will be through the existing doorway. A new doorway access would have to be inserted into the south-east corner of the main room to provide access to the lift area. This would require minimal removal of peripheral elements of the machinery.

The proposed office space to the second floor would replicate that shown on the first floor. However on this level the main room would be redundant space due to the machinery. Large pieces of machinery fill up the space which reduces the circulatory space. It is possible that some rationalisation of the machinery could take place at a later stage but for the purposes of this proposal the majority of the large pieces would remain in situ. Some re-organisation and tidying up of the space would be required in the south-west corner to facilitate access to the rear office and the lift area.

8. Feasibility plans

The attached plans set out the proposed layout of the Mill with the new service core and new openings.



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9. Costings

Costings for the conservation works and upgrading of the Mill have been prepared by a quantity surveyor.

The costings prepared are indicative only and were not based on fixed detail and may vary considerably depending upon the final scope, detail, specification and extent of work required etc. The costs provided have been based on the indicative floor plate concept attached in this report.

The preliminary cost indication includes:

- the essential heritage works required
- upgrading of the Mill including installation of the lift, staircase, fire prevention system
- new finishes

Total indicative cost (ex GST) \$2,211,000

Works	Cost
Conservation Works including, but not limited to:	\$900,000
• Repairing external and internal brick walls	
• Temporary removal and reconstruction of the verandah	
• Works to the roof	
• Upgrading of internal finishes	
• Make good and paint windows	
• Make good and paint doors and frames	
• Chemical injection etc	
Demolition of portion of 1930s facade; rear toilet/facilities block and loading bay	\$7,000
Construction of new services core	\$400,000
Lift serving two floors	\$110,000
Upgrading of electrical, communication, security services	\$216,400
Installation of fire sprinkler system	\$86,600
Interpretation strategy and implementation	\$25,000
Basic office fit-out	\$148,000
Reception desk	\$5,000
Ramp	\$10,000
	\$1,600,000
Location allowance (15%)	
Allowance for design contingency	\$1,849,200
Allowance for construction contingency	\$80,400
Escalation to tender	\$80,400
Allowance for professional fees	Excluded
Subtotal	\$2,010,000
GST	\$201,000
TOTAL	\$2,211,000

Annexure 2 – 2011 Joint Form of General Conditions

2011 General Conditions



JOINT FORM OF GENERAL CONDITIONS FOR THE SALE OF LAND

The Law  Society.
— OF WESTERN AUSTRALIA —
The voice of the legal profession in Western Australia

 **REIWA**
REAL ESTATE INSTITUTE
OF WESTERN AUSTRALIA

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1 Deposit

1.1 Payment

Subject to clause 1.3, the Buyer must pay the Deposit to:

- (a) the Seller Agent; or
- (b) the Seller Representative; or
- (c) if the Seller has not appointed a Seller Agent or a Seller Representative, then to the Seller.

1.2 Deposit Holder - Stakeholder

(a) Subject to this clause, where the Deposit is paid to a Deposit Holder, the Deposit Holder must hold the Deposit as stakeholder.

(b) Where a Party contends that:

- (1) the Contract has been terminated; and
 - (2) that Party is entitled to payment of the Deposit,
- the following provisions of this clause apply.

(c) The Deposit Claimant must:

- (1) serve on the Deposit Holder and the Deposit Respondent the Deposit Holder Notice; and
- (2) provide proof to the Deposit Holder of the service of the Deposit Holder Notice on the Deposit Respondent.

(d) Unless the Deposit Respondent serves a Notice on the Deposit Holder under subclause (e) within the time specified in subclause (e), the Deposit Holder must after:

- (1) the expiry of 8 Business Days after the last to occur of service of the Deposit Holder Notice on the Deposit Respondent and the Deposit Holder; and

- (2) the Deposit Holder has received proof as required by subclause (c) that the Deposit Holder Notice has been served on the Deposit Respondent,

pay to the Deposit Claimant the Deposit.

(e) The Deposit Respondent may, within 5 Business Days after service on the Deposit Respondent of the Deposit Holder Notice, serve a Notice on the Deposit Holder and the Deposit Claimant:

- (1) stating that the Deposit Respondent disputes that the Deposit Claimant is entitled to receive the Deposit; and
- (2) specifying the reasons why the Deposit Respondent contends that the Deposit Claimant is not entitled to receive the Deposit.

(f) If the Deposit Respondent serves a Notice on the Deposit Holder and the Deposit Claimant under subclause (e):

- (1) it is appropriate that the Deposit Holder obtain legal advice as to the action to be taken by the Deposit Holder; and
- (2) the Deposit Holder may:

- (A) institute interpleader proceedings in a court; and
- (B) deduct from the Deposit the legal cost and expense incurred by the Deposit Holder in connection with the interpleader proceedings.

(g) Each Party:

- (1) directs the Deposit Holder to comply; and
- (2) releases the Deposit Holder from liability for complying, with the provisions of this clause.

(h) Payment by the Deposit Holder of the Deposit in accordance with subclause (d) or subclause (f)(2) discharges the Deposit Holder from any further liability in respect to the Deposit.

(i) The failure by a Party to serve a Deposit Holder Notice or a Notice under subclause (e):

- (1) does not affect; and
- (2) will not be treated as a waiver of, any right as between the Parties.

(j) In this clause, a reference to the Deposit includes:

- (1) any money in addition to the Deposit, paid to the Deposit Holder by the Buyer in accordance with the Contract; and
- (2) interest on the Deposit or on any other money specified in subclause (1) invested by the Deposit Holder with a Deposit Financial Institution.

1.3 Deposit - Strata Lot

(a) Where the Contract relates to the sale of a proposed Strata Lot in a proposed Strata Scheme, the Deposit must be paid to and held by a solicitor, Real Estate Agent or Settlement Agent in accordance with Section 70 of the Strata Titles Act until registration of the Strata Plan.

(b) On the registration of the Strata Plan in respect to the proposed Strata Lot, the Deposit will be treated as:

- (1) being held in accordance with; and
- (2) subject to the provisions of, clause 1.2.

1.4 Notice of non-payment

If:

- (a) the Buyer does not pay the Deposit in full as required by the Contract; or

(b) the Buyer pays the Deposit by cheque and that cheque is dishonoured on presentation,

the Seller may give the Buyer a Notice requiring the Deposit to be paid or the cheque to be honoured within 48 hours of service of the Notice.

1.5 Termination for non-payment

(a) If a Notice under clause 1.4 is not complied with:

- (1) the Buyer is in default; and
- (2) the Seller may terminate the Contract by giving notice of termination to the Buyer.

(b) The provisions of clause 23.1 do not apply where clause 1.4 and this clause apply.

1.6 Terms Contract and other right

Clause 1.4 and 1.5 do not:

- (a) apply if the Contract is a Terms Contract; or
- (b) limit any other right of the Seller.

1.7 Direction to Deposit Holder

Subject to clause 1.10, unless each Party otherwise agrees in writing, a Party is not entitled to direct the Deposit Holder to pay the Deposit to any person before the earlier of:

- (a) the Possession Date; and
- (b) Settlement.

1.8 Investment of Deposit

Clause 1.7 does not prevent the Deposit Holder paying the Deposit into a trust account with a Deposit Financial Institution in the name of the Deposit Holder.

1.9 Interest on Deposit

(a) Subject to clause 24.8, if the Deposit is invested by the Deposit Holder in an interest bearing account with a Deposit Financial Institution in accordance with clause 1.8, the Buyer is entitled to the interest, less:

- (1) any fees or charges payable to the Financial Institution in respect to the lodgement and withdrawal of the Deposit; and
- (2) any other amount required to be deducted by the Financial Institution under the Income Tax Act.

(b) Where the Buyer is entitled to interest on the Deposit, the Buyer is not entitled to any interest earned on the Deposit until Settlement unless otherwise specified in the Contract.

1.10 Payment of Deposit on Settlement

Subject to clause 24 and to section 70 of the Strata Titles Act, each Party authorises the Deposit Holder to pay the Deposit:

- (a) to the Seller at Settlement; or
- (b) to the Seller Representative before Settlement, but only for the purpose of enabling Settlement to occur.

1.11 Deduction from Deposit

The Seller irrevocably authorises the Deposit Holder to deduct from the Deposit before it is paid to the Seller or the Seller Representative:

- (a) the selling fee payable to the Seller Agent; and
- (b) all proper expenses payable by the Seller to the Seller Agent in connection with the sale of the Property.

2 Encumbrance

2.1 Noted Encumbrance

The Seller sells the Property free of any Encumbrance except for:

- (a) a Specified Encumbrance; and
- (b) where the Land is a Strata Lot - interests and notifications specified in clause 10.8.

2.2 Easement, restrictive covenant benefit

If the Land is entitled to the benefit of a right over other land:

- (a) that benefit is not an Encumbrance; and
- (b) the Land will be sold and transferred with that benefit.

2.3 Rate Encumbrance - Unpaid Rate Outgoing

(a) Where at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing, that Rate Encumbrance will not be treated as an Encumbrance where:

- (1) the Seller Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Buyer Representative to:

- (A) deduct from the settlement proceeds due to; or
- (B) otherwise hold in trust on behalf of;

the Seller an amount equal to the amount required to pay each Unpaid Rate Outgoing; and

- (C) pay that amount to the relevant Authority immediately following Settlement; or

- (2) the Buyer Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Seller Representative that the Buyer Representative will:

- (A) hold money in trust from the Buyer at Settlement equal to the amount which is required to pay each Unpaid Rate Outgoing; and
- (B) pay to the relevant Authority immediately following Settlement, each Unpaid Rate Outgoing.
- (b) Where subclause (a)(1) applies, the Seller will be treated as having given an irrevocable authority and direction to the Seller Representative:
- (1) if applicable, to withhold the amount specified in subclause (a)(1) at Settlement; and
- (2) to pay each Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.
- (c) Where subclause (a)(2) applies, the Buyer will be treated as having given an irrevocable authority and direction to the Buyer Representative to pay each Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.
- 2.4 Rate Encumbrance - Future Rate Outgoing**
- (a) Where at Settlement the Land will be subject to a Rate Encumbrance arising from a Future Rate Outgoing, the Rate Encumbrance will not be treated as an Encumbrance where the following apply:
- (1) The Seller Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Buyer Representative that at Settlement, the Seller Representative will:
- (A) hold in trust from the Seller an amount, which must be specified in that undertaking, sufficient to pay the proportion of the Future Rate Outgoing which is payable by the Seller; and
- (B) immediately after the assessment of the Future Rate Outgoing, pay the Seller's proportion of the Future Rate Outgoing to the relevant Authority.
- (2) The Buyer Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Seller Representative that at Settlement, the Buyer Representative will:
- (A) hold in trust an amount specified by the Buyer Representative in that undertaking, which is sufficient to pay the proportion of the Future Rate Assessment payable by the Buyer; and
- (B) immediately after the assessment of the Future Rate Outgoing, pay the Buyer's proportion of the Future Rate Outgoing to the relevant Authority.
- (b) Where there is a dispute as to the amount to be held by the Seller Representative and the Buyer Representative in accordance with subclause (a), that dispute will be determined by the Seller Agent.
- (c) Where there is no Seller Agent, the amount to be held by the Seller Representative and the Buyer Representative will be determined by a Real Estate Agent appointed by the Buyer.
- (d) If the dispute is determined by the Seller Agent or a Real Estate Agent, the following will apply:
- (1) The Seller Agent or the Real Estate Agent will act as an expert and not as an arbitrator.
- (2) The determination of the Seller Agent or the Real Estate Agent will be final and binding on the Seller and the Buyer.
- (3) If any cost is payable to the Seller Agent or a Real Estate Agent, for determining a dispute, as specified in subclause (b) and (c), that cost will be paid by the Buyer and the Seller in equal shares.
- (e) Where subclause (a)(1) applies, the Seller will be treated as having given to the Seller Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(1).
- (f) Where subclause (a)(2) applies, the Buyer will be treated as having given to the Buyer Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(2).
- 2.5 Easement, restrictive covenant, Title Restriction or Memorial**
- If at the Contract Date the Land is subject to:
- (a) an easement; or
- (b) a restrictive covenant; or
- (c) a Title Restriction; or
- (d) a Memorial,
- which is not a Specified Encumbrance, clauses 2.6 to 2.9 will apply.
- 2.6 Land sold subject to easement or restrictive covenant**
- If the Land is subject to an easement or a restrictive covenant which is not a Specified Encumbrance, and:
- (a) the Land is not vacant land; and
- (b) the Land:
- (1) includes a residence or other principal building which was being used for a purpose before the Contract Date which the Buyer would reasonably, on the Contract Date, be expected to continue; or
- (2) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement, and the easement or restrictive covenant does not unreasonably affect the use specified in subclause (1) or (2);
- (3) the Land will be treated as being sold subject to the easement or restrictive covenant; and
- (4) the Buyer will have no right to terminate the Contract or to defer or delay Settlement as a result of the easement or restrictive covenant.
- 2.7 Land sold subject to Title Restriction**
- (a) If:
- (1) the Land is subject to a Title Restriction; and
- (2) the Title Restriction is not a Specified Encumbrance, subclauses (b) and (c) will apply.
- (b) If:
- (1) the Land is vacant land; and
- (2) the Buyer:
- (A) was aware; or
- (B) should reasonably have been aware,
- of the Title Restriction or the effect of the Title Restriction, before the Contract Date; and
- (3) the Title Restriction does not:
- (A) unreasonably affect the proposed use of the Property by the Buyer; or
- (B) materially affect the value of the Property,
- the Buyer will be treated as having agreed to buy the Property subject to the Title Restriction and the Buyer will have no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.
- (c) If:
- (1) the Land is not vacant land; and
- (2) the Land:
- (A) includes a residence or other principal building which was used for a purpose before the Contract Date, which use the Buyer would reasonably be expected to continue after Settlement; or
- (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after the Contract Date; and
- (3) the Buyer:
- (A) was aware; or
- (B) reasonably should have been aware,
- of the Title Restriction or the effect of the Title Restriction before the Contract Date; and
- (4) the Title Restriction does not unreasonably affect the use of the Land for the purposes specified in subclause (2),
- the Land will be treated as having been sold subject to the Title Restriction and the Buyer will have no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.
- 2.8 Land sold subject to Remediated Site Memorial**
- (a) If the Land is a Remediated Site; and
- (1) a Remediated Site Memorial has been lodged against the Certificate of Title to the Land; and
- (2) the Remediated Site Memorial is not a Specified Encumbrance, subclauses (b), and (c) apply.
- (b) If:
- (1) the Land is vacant land;
- (2) the Remediated Site Memorial is not a Specified Encumbrance; and
- (3) the Restricted Use does not:
- (A) unreasonably affect the proposed use of the Property by the Buyer; or
- (B) materially affect the value of the Property,
- the Buyer will be treated as having agreed to buy the Property subject to the Restricted Use and the Remediated Site Memorial and the Buyer will have no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.
- (c) If:
- (1) the Land is not vacant land; and
- (2) the Land:
- (A) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or
- (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after the Contract Date; and
- (3) the Restricted Use does not unreasonably affect the use of the Land for the purpose specified in subclause (2),
- the Land will be treated as having been sold subject to the Remediated

Site Memorial and the Buyer will have no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.

2.9 Buyer right to terminate

- (a) If:
- (1) the Land is subject to an easement, a restrictive covenant, a Memorial or Title Restriction which is not a Specified Encumbrance; and
 - (2) the Land is not treated as being sold subject to the easement, restrictive covenant, Memorial or Title Restriction in accordance with clause 2.6 to 2.8,
- the Buyer will be entitled at any time up to 3 Business Days before the Settlement Date to terminate the Contract by giving Notice to the Seller of termination of the Contract.
- (b) If the Buyer fails to exercise the right to terminate within 3 Business Days before the Settlement Date in accordance with subclause (a), the Buyer loses the right to terminate under the Contract and at general law.
- (c) If the Buyer terminates the Contract in accordance with subclause (a), the following will apply.
- (1) The Deposit and any other money paid by the Buyer under the Contract must be promptly repaid to the Buyer.
 - (2) If the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer will be entitled to the interest on the Deposit.
 - (3) If any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer will be entitled to the interest on that other money.
 - (4) Subject to subclause (1) to (3), no Party will have any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

3 Settlement

3.1 Preparation of Transfer

The Buyer must arrange for the Transfer to be prepared.

3.2 Delivery to Seller

The Buyer must:

- (a) sign the Transfer; and
- (b) deliver the Transfer to the Seller or the Seller Representative a reasonable time before the Settlement Date.

3.3 Duty and Stamp Duty

- (a) Subject to subclause (e) to (m) the Buyer must arrange for:
- (1) Duty to be paid on the Contract; and
 - (2) the Transfer to be Duty Endorsed, before the Transfer is delivered to the Seller.
- (b) Following the delivery of the Transfer to the Seller or the Seller Representative in accordance with clause 3.2(b), the Seller must within a reasonable time sign the Transfer pending Settlement.
- (c) The Buyer must, on request by the Seller, made not later than 20 Business Days after Settlement or after the Possession Date, provide to the Seller:
- (1) an original of the Contract Duty Endorsed; or
 - (2) a photocopy of the Contract showing an endorsement as specified in subclause (1),
- to enable the Seller to arrange for a duplicate of the Contract held by the Seller to be Duty Endorsed.
- (d) Where:
- (1) the Buyer provides to the Seller an original copy of the Contract Duty Endorsed; and
 - (2) the Buyer requests the return of the Contract specified in subclause (1),
- the Seller must, immediately after a duplicate of the Contract held by the Seller has been Duty Endorsed return the copy of the Contract to the Buyer.
- (e) Subject to subclause (f) to (m), the Buyer Representative may make a request in writing to the Seller Representative that:
- (1) the Seller sign the Transfer; and
 - (2) the Seller Representative return the Transfer to the Buyer Representative,
- without payment by the Buyer of Duty on the Contract, and without the Transfer being Duty Endorsed to be held by the Buyer Representative solely for:
- (3) payment by the Buyer of Duty on the Contract before Settlement and the Transfer being Duty Endorsed before and for the purpose of Settlement; or
 - (4) the payment of Duty where the Duty is to be assessed and paid through Revenue Online and the provision of a Certificate of Duty at

Settlement.

- (f) The Seller will have no obligation to comply with a request by the Buyer Representative in accordance with subclause (e).
- (g) A request by the Buyer Representative in accordance with subclause (e), must be accompanied by:
- (1) an Assessment of Duty payable on the Contract issued by State Revenue;
- or
- (2) where Duty is to be assessed and paid through Revenue Online in accordance with subclause (l) and (m), a Transaction Summary.
- (h) If the Seller agrees to provide the Transfer to the Buyer Representative, in accordance with subclause (e):
- (1) the Seller Representative must provide the Transfer signed by the Seller to the Buyer Representative; and
 - (2) the Buyer will be treated as having given unconditional undertakings to the Seller and the Seller Representative as follows.
 - (A) The Buyer Representative will hold the Transfer solely for the purpose of payment of Duty on the Contract, and for the Transfer to be Duty Endorsed for the purposes of Settlement.
 - (B) The Buyer Representative must immediately following a direction in writing by the Seller or the Seller Representative, deliver the Transfer to the Seller or the Seller Representative whether or not the Transfer has been Duty Endorsed.
- (i) The Buyer unconditionally and irrevocably:
- (1) directs; and
 - (2) will be treated as having directed,
- the Buyer Representative to comply with the provisions of subclause (h)(2)(A) and (h)(2)(B) and in particular, to comply immediately with a direction by the Seller or the Seller Representative, made in accordance with subclause (h)(2)(B).
- (j) Where the Seller or the Seller Representative has provided the Transfer to the Buyer Representative in accordance with subclause (e) and (h), the provision of the Transfer to the Buyer Representative will be without prejudice to any right of the Seller arising from any of the following.
- (1) Any claim the Seller has or may have against the Buyer, under clause 4 arising from a delay in Settlement.
 - (2) Without affecting subclause (1), any default by the Buyer under the Contract.
- (k) Where the Contract is liable to be assessed in respect to Stamp Duty, the Buyer must:
- (1) arrange for an assessment of Stamp Duty on the Contract;
 - (2) pay the Stamp Duty on the Contract; and
 - (3) arrange endorsement by State Revenue of the Transfer to the effect that Stamp Duty has been paid on the Contract, before the Transfer is delivered to the Seller.
- (l) Where the Buyer Representative:
- (1) is registered for Revenue Online; and
 - (2) has elected to have Duty on the Contract assessed and paid through Revenue Online,
- the provisions of subclause (e) to (j) and (m) will apply.
- (m) Where subclause (l) applies, the following will apply.
- (1) The Buyer Representative must advise the Seller or the Seller Representative that the Buyer Representative has elected to have Duty on the Contract assessed and paid through Revenue Online.
 - (2) The Buyer Representative must, within 5 Business Days after the Transaction Summary is generated, provide a copy of the Transaction Summary to the Seller or the Seller Representative.
 - (3) On Settlement the Buyer Representative must provide to the Seller Representative a copy of the Certificate of Duty.

3.4 Place for Settlement

- (a) Where the Contract specifies the time and place for Settlement, Settlement must take place at the time and place specified.
- (b) Where the Contract does not specify the time for Settlement, the Buyer must specify the time for Settlement which must be during normal business hours on a Business Day.
- (c) Where the place for Settlement is not specified in the Contract, the Buyer must specify the place for Settlement which must be in the Perth CBD.

3.5 Completion of Settlement

Each Party must complete Settlement on:

- (a) the date for Settlement specified in the Contract; or
- (b) if no date for Settlement is specified in the Contract, the later of:
 - (1) the Business Day which is 25 Business Days after the Contract Date; and
 - (2) if the Contract is subject to a condition which, if not satisfied, will result in:
 - (A) termination of the Contract; or
 - (B) a Party being entitled to terminate the Contract,

the Business Day which is 15 Business Days after the date on which the last of each condition specified in this subclause is satisfied.

3.6 Terms Contract

Clause 3.5(b) does not apply if the Contract is a Terms Contract.

3.7 Balance of purchase price

The Buyer must on Settlement pay:

- (a) to the Seller; or
 - (b) to any other person as the Seller or the Seller Representative has directed in writing not later than 2 Business Days before the Settlement Date,
- by 1 or more bank cheques the balance of the Purchase Price and:
- (c) any other money payable by the Buyer at Settlement;
 - (d) less any deductions allowed under the Contract.

3.8 More than 3 Bank Cheques

If the Seller requires the Buyer to provide more than 3 Bank Cheques at Settlement, the Seller must pay to the Buyer at Settlement the bank fees incurred by the Buyer in order to obtain more than 3 bank cheques.

3.9 Settlement Cheque dishonoured

If a cheque provided by the Buyer at Settlement is dishonoured on presentation, the Buyer:

- (a) is in default; and
- (b) remains liable to pay to the Seller the amount of the cheque, together with interest on that amount at the Prescribed Rate:
 - (1) from and including the Settlement Date;
 - (2) to but excluding the date on which the Buyer pays that amount with interest to the Seller.

3.10 Seller obligation on Settlement

(a) The Seller must at Settlement give the Buyer the following:

- (1) subject to clause 3.11, the Duplicate Certificate of Title for the Land;
- (2) the Transfer signed by the Seller;
- (3) each other document, including:
 - (A) any transfer executed by a third party;
 - (B) every application, declaration and other document, necessary to enable the Buyer to become the registered proprietor of the Land free of any Encumbrance, other than:
 - (C) an Encumbrance specified in clause 2.1(a) and 2.1(b); and
 - (D) if applicable, an Encumbrance subject to which the Land will be transferred in accordance with clause 2.
- (4) all other documentation required to be delivered on Settlement including:
 - (A) any discharge or withdrawal of an Encumbrance which is required to be withdrawn or discharged on Settlement;
 - (B) subject to subclause (5), the documentation specified in clause 6.9 and 11.2.

(5) Where:

- (A) possession of the Property has been given to the Buyer before Settlement; and
- (B) the Seller has delivered the documentation specified in clause 6.9 to the Buyer on or after possession and before Settlement,

the Seller has no obligation to deliver the documentation specified in clause 6.9 to the Buyer at Settlement.

(b) Where the Seller is required to deliver to the Buyer on Settlement a document as specified in subclause (3)(A), (3)(B) and (4)(B), the Seller must deliver to the Buyer a true copy of that document not later than 3 Business Days before the Settlement Date.

(c) If the Seller is unable to transfer the Land to the Buyer free of Encumbrances, other than an Encumbrance specified in clause 2:

- (1) the Seller will be treated as being in default; and
- (2) subject to clauses 23 and 24, the Buyer will be entitled to exercise every right of the Buyer arising from that default.

3.11 No duplicate Certificate of Title

If a Duplicate Certificate of Title for the Land has not issued in accordance with Section 46B(1)(a) of the Transfer of Land Act, the Seller will not be obliged to give the Duplicate Certificate of Title for the Land to the Buyer on Settlement under clause 3.10.

4 Delay in Settlement

4.1 Buyer delay

(a) If for any reason not attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Buyer must pay to the Seller at Settlement interest on:

- (1) the balance of the Purchase Price; and
- (2) any other money payable at Settlement.

(b) The right of the Seller to interest under this clause is in addition to the entitlement of the Seller to Rent under clause 6.6.

4.2 Seller delay

If for any reason attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date the Seller must allow to the Buyer at Settlement, as a deduction from the Purchase Price, compensation on:

- (a) the balance of the Purchase Price; and
- (b) any other money payable at Settlement.

4.3 Interest or compensation

Interest payable under clause 4.1 and compensation allowable under clause 4.2 is to be calculated:

- (a) at the Prescribed Rate; and
- (b) from and including the Settlement Date to but excluding the date on which Settlement occurs,

and will be treated as being in full satisfaction of any claim the Party claiming interest or compensation has against the other Party as a result of the delay in Settlement.

4.4 Seller ready, willing and able

(a) If the Seller is not ready, willing, and able to complete Settlement on the Settlement Date, the Seller is not entitled to interest under clause 4.1 until:

- (1) the Seller is ready, willing, and able to complete Settlement; and
- (2) the Seller has given Notice of that fact to the Buyer.

(b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, interest will be calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.

(c) If a Notice is given in accordance with subclause (a), after the period specified in subclause (b), interest will be calculated and payable from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.5 Buyer ready, willing and able

(a) If the Buyer is not ready, willing, and able to complete Settlement on the Settlement Date the Buyer is not entitled to compensation under clause 4.2 until:

- (1) the Buyer is ready, willing, and able to complete Settlement; and
- (2) the Buyer has given Notice of that fact to the Seller.

(b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, compensation will be calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.

(c) If a Notice is given in accordance with subclause (a) after the period specified in subclause (b), compensation will be calculated from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.6 Dispute – interest or compensation

(a) Where:

- (1) the Interest Party claims that the Interest Default Party is liable to pay interest or compensation under clause 4.1 to 4.5; and
- (2) the Interest Default Party disputes the entitlement of the Interest Party to the interest or compensation,

the following will apply.

(b) Subject to subclause (b), and if the Interest Party requires the Interest Default Party to pay interest or compensation under clause 4.1 to 4.5 at Settlement, the Interest Party must not later than 2 Business Days before Settlement serve an Interest Notice on the Interest Default Party setting out:

- (1) the basis on which the claim for interest or compensation is made; and
- (2) the amount claimed, which may include an amount to be calculated on a daily basis.

(c) The Interest Default Party must pay the Interest Amount on Settlement to:

- (1) the Representative of the Interest Party; or
- (2) if the Interest Party has not appointed a Representative, then to the Representative of the Interest Default Party; or
- (3) if subclause (1) and (2) do not apply, then to the Interest Party, to be held by the Representative or the Interest Party subject to and for the purposes specified in this clause.

(d) On the day which is 20 Business Days after Settlement, unless:

- (1) the dispute has been resolved between the Parties; or
- (2) court proceedings are instituted by a Party to determine the dispute, the Representative who holds the Interest Amount must pay the Interest Amount to the Interest Party or, if applicable, the Interest Party may retain the Interest Amount.

(e) If:

- (1) court proceedings are instituted by a Party as specified in subclause (d); or
- (2) an agreement is reached between the Interest Party and the Interest Default Party with regard to the dispute,

- the Representative who holds the Interest Amount or, if applicable, the Interest Party must pay the Interest Amount, as applicable:
- (A) as determined in accordance with the court proceedings; or
 - (B) in accordance with the agreement between the Parties.
- (f) If the Interest Default Party disputes the entitlement of the Interest Party to interest or compensation under clause 4.1 to 4.5:
- (1) that dispute does not affect the obligations of the Parties to proceed to Settlement; and
 - (2) subject to the obligation of the Interest Default Party to pay the Interest Amount on Settlement in accordance with this clause, the Parties must proceed to Settlement.
- (g) Each Party authorises a Representative who holds the Interest Amount under this clause to:
- (1) pay; and
 - (2) otherwise deal with, the Interest Amount as specified in this clause.
- (h) The provisions of this clause do not affect the right of the Interest Party after Settlement to claim and if appropriate, institute proceedings against the Buyer to recover an amount of interest or compensation as specified in clauses 4.1 to 4.5.
- 4.7 Restriction on right in case of court proceeding**
- (a) The right of a Party under this clause to interest or compensation will cease as at and with effect from and including the date on which court proceedings are instituted by a Party for:
- (1) specific performance of the Contract; or
 - (2) a declaration that the Contract:
 - (A) has been terminated;
 - (B) remains valid and enforceable; or
 - (3) any other order or declaration to the same or similar effect to an order or declaration as specified in subclause (1) or (2); or
 - (4) other relief based on the Contract having been terminated.
- (b) It is the intention of the Parties that where there is a delay in respect to Settlement:
- (1) compensation should be paid; and
 - (2) interest payable at the Prescribed Rate for the period of the delay represents the best estimate that the Parties can give as to the damages sustained arising from the delay.
- (c) Where court proceedings are instituted by a Party in accordance with subclause (a), nothing in this clause or in the Contract:
- (1) restricts, limits or prejudices the entitlement of a Party to claim interest under an Act or by way of damages or compensation; or
 - (2) limits or otherwise affects the discretion of the court.
- 4.8 Right not affected**
- The right of a Party under this clause does not affect the right of a Party under clause 24.
- 5 Inspection**
- 5.1 Right to inspect**
- (a) Subject to clause 5.2 and subclause (b):
- (1) the Buyer is entitled to inspect the Property; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property,
- on 1 occasion within 5 Business Days before the Settlement Date or the Possession Date.
- (b) The Buyer:
- (1) may be accompanied by 2 persons on an inspection; and
 - (2) where the Buyer is a corporation, the reference in this clause and in clause 5.2 to the Buyer means a reference to a director, secretary or officer of the corporation or any other person nominated by the corporation.
- 5.2 Time for inspection**
- (a) Subject to subclause (b), if the Buyer wishes to inspect the Property as specified in clause 5.1, the Buyer and the Seller must agree the date and time for the inspection.
- (b) If it is not possible for the Buyer and the Seller to reach agreement as specified in subclause (a), the Buyer may by not less than 1 Business Day's Notice to the Seller or the Seller Agent specify the date and time for the inspection.
- (c) The inspection must be:
- (1) on a Business Day; and
 - (2) at a time between 9.00am and 4.00pm.
- (d) Where the Buyer serves Notice under subclause (b) which complies with subclause (c), the Seller must permit the Buyer to inspect the Property at the time and on the date specified in that Notice.
- 6 Possession and Rent**
- 6.1 Entitlement to possession**
- (a) Subject to clauses 6.2 and 6.3, and if the Buyer is not in default, the Buyer is entitled to possession of the Property on:
- (1) the date for possession specified in the Contract; or
 - (2) if no date for possession is specified in the Contract, the earlier of:
 - (A) the date the Buyer is given possession; and
 - (B) Settlement.
- (b) Without affecting the right of the Buyer on possession, where the Property is not sold subject to a Lease, and subject to clause 6.3:
- (1) the Buyer is entitled to vacant possession of the Property; and
 - (2) the Seller must remove from the Property, before possession, all vehicles, rubbish and chattels, other than the Property Chattels.
- 6.2 Early possession**
- If the Buyer is entitled to, or is given possession of the Property before Settlement, clauses 14.6 to 14.9 apply until Settlement.
- 6.3 Principal residence – limited occupation right**
- (a) If immediately before Settlement, the Seller occupies the Property as the Seller's principal place of residence, the Seller may, subject to clause 6.4 remain in occupation of the Property until 12 noon on the day immediately following Settlement.
- (b) If subclause (a) applies, and the Seller remains in occupation of the Property in accordance with subclause (a):
- (1) the Seller must entirely vacate the Property at or before 12 noon on the day immediately following Settlement; and
 - (2) the Buyer will be entitled to possession and the Seller must give possession of the Property to the Buyer at 12 noon on the day immediately following Settlement.
- 6.4 Damage to Property**
- If clause 6.3 applies:
- (a) the Seller will be responsible to the Buyer for damage caused to the Property between:
- (1) Settlement; and
 - (2) possession of the Property being given to the Buyer under clause 6.3; and
- (b) if damage is caused to the Property between Settlement and possession the Seller must pay to the Buyer the cost of repairing the damage immediately on request by the Buyer.
- 6.5 Keys and security devices**
- (a) Subject to the provisions of this clause, the Seller must deliver to the Buyer on Settlement or on possession, the Access Device.
- (b) Where clause 6.3 applies, the Seller must, at the time of, and on possession, deliver to the Buyer the Access Device.
- (c) Where agreed by the Buyer, the Access Device may be delivered to and held by the Seller Agent for delivery to the Buyer following, as applicable, Settlement or possession.
- (d) Where subclause (c) applies the Seller:
- (1) must deliver the Access Device to the Seller Agent at a time sufficient to enable the Seller Agent to comply with subclause (c); and
 - (2) will be treated as having authorised and directed the Seller Agent to deliver the Access Device to the Buyer in accordance with subclause (c).
- 6.6 Rent**
- (a) The Seller is entitled to all Rent up to and including the earlier of:
- (1) the Possession Date; and
 - (2) Settlement.
- (b) The Buyer is entitled to all Rent from and including the day after the earlier of:
- (1) the Possession Date; and
 - (2) Settlement.
- 6.7 Rent paid before Settlement**
- (a) The Seller must pay to the Buyer at Settlement or on possession any Rent:
- (1) to which the Buyer is entitled under clause 6.6; and
 - (2) which was paid to the Seller before Settlement or possession.
- (b) The Seller is not obliged to pay to the Buyer:
- (1) on Settlement; or
 - (2) if applicable, on possession, any Rent which was payable by a Tenant under a Lease but is unpaid on Settlement or, if applicable, possession.
- 6.8 Rent received after Settlement**
- If after Settlement either Party is paid Rent to which the other Party is entitled, the Party receiving the money must pay the money to the Party entitled to it as soon as reasonably possible.
- 6.9 General provisions where property leased**
- Where the Property is at Settlement or, on possession, subject to a Lease,

- the following will apply.
- (a) The Seller must deliver to the Buyer on the earlier of Settlement or possession, the following:
- (1) Where the Lease is in writing, an original or true copy of the Lease showing signing by the parties.
 - (2) Where the Lease is liable to be assessed for Stamp Duty or Duty, the original or a true copy of the Lease delivered by the Seller to the Buyer under subclause (1), must show:
 - (A) payment of Stamp Duty; or if applicable
 - (B) that the Lease has been Duty Endorsed.
 - (3) Where the Lease is an oral lease or tenancy agreement, a written memorandum setting out all relevant details applicable to the Lease which are applicable on Settlement or possession.
 - (4) A statement which shows:
 - (A) the Rent payable for the Rent Period during which Settlement occurs or possession is given to the Buyer; and
 - (B) the amount paid by the Tenant before Settlement or possession in respect to the Rent Period specified in subclause (A).
 - (5) The Property Condition Report where a Property Condition Report has been prepared in respect to the premises the subject of the Lease.
 - (6) Where the Tenant has provided a Tenant Bond under the Lease, the Tenant Bond and any interest which has accrued on the Tenant Bond:
 - (A) by payment of a Bank Cheque in favour of the Buyer for the amount of the Tenant Bond; or
 - (B) by the provision of documentation which will effect the transfer of, or the Seller's rights in respect to, the Tenant Bond to the Buyer.
 - (7) A Notice signed by the Seller or the Seller Representative, addressed to each Tenant, in a form reasonably determined by the Seller:
 - (A) in which the Seller notifies the Tenant of the sale of the Property to the Buyer; and
 - (B) which directs the Tenant to pay all Rent as from Settlement or possession to the Buyer or as otherwise directed by the Buyer in writing.
- (b) Subject to clause 6.8, where, as at the Settlement Date or on the Possession Date, Rent was due to the Seller and has not been paid by the Tenant, the following apply:
- (1) The Buyer assigns to the Seller the unpaid Rent.
 - (2) The Buyer will immediately on request by the Seller sign:
 - (A) a deed of assignment of that unpaid Rent in favour of the Seller; and
 - (B) a notice to the Tenant of the assignment, which deed and notice of assignment must be prepared by the Seller at the expense of the Seller.
 - (3) The Seller may institute proceedings against the Tenant for the unpaid Rent.
- (c) Where a person has:
- (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed the Lease as a guarantor,
- the Seller will, unless the guarantee specifies otherwise, be treated as having assigned to the Buyer the benefit of that guarantee.
- (d) Where a person has:
- (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed a guarantee document which is not included in the Lease,
- the Seller must deliver that guarantee document to the Buyer at the time specified in subclause (a) and, unless the guarantee document otherwise specifies, the Seller will be treated as having assigned the benefit of the guarantee to the Buyer.
- (e) Where subclause (d) applies and the guarantee document is liable to be assessed for Stamp Duty or Duty, the original or a true copy of the guarantee document delivered by the Seller to the Buyer under subclause (d) must show:
- (1) payment of Stamp Duty; or if applicable
 - (2) that the guarantee document has been Duty Endorsed.
- (f) Where a guarantee is incorporated in a lease or guarantee document provides that the guarantee is not capable of assignment, except with the approval of the guarantor, the Seller must on request by the Buyer cooperate with the Buyer in requesting the guarantor to grant approval for the assignment of the guarantee to the Buyer.
- (g) Any fee payable to a guarantor in accordance with subclause (f), must be paid by the Buyer.
- 6.10 Lease Provisions apply**
 Clauses 6.6 to 6.9 inclusive will apply where the Contract provides that the Property is sold subject to the Lease.

7 Outgoing

7.1 Seller and Buyer obligation

- (a) Subject to this clause, the Seller must pay each Outgoing payable up to and including the earlier of:
- (1) the Possession Date; and
 - (2) Settlement.
- (b) The Buyer must pay each Outgoing payable from and including the day after the earlier of:
- (1) the Possession Date; and
 - (2) Settlement.

7.2 Apportionment

An Outgoing payable under clause 7.1 must be apportioned and any amount payable by one Party to the other must be paid:

- (a) at Settlement; or
- (b) where the Contract is a Terms Contract, on the Possession Date; or
- (c) at a later time agreed by the Parties in writing.

7.3 Buyer not liable for Land Tax

The Buyer is not liable to pay any amount on account of Land Tax where the Property is at the Possession Date or on Settlement, a residence which is capable of being used as a residence and for no other purpose.

7.4 Settlement Date 30 June

- (a) Where:
- (1) the Settlement Date is before or on 30 June; and
 - (2) Settlement does not occur before 5 pm on 30 June for a reason attributable to the Buyer,
- the Buyer must pay to the Seller any Land Tax assessed in respect to the Land as at midnight on 30 June calculated as if the Land is the only land owned by the Seller.
- (b) If:
- (1) the Settlement Date is before or on 30 June;
 - (2) a separate Certificate of Title for the Land has been issued before 1 June;
 - (3) the Seller has given a Notice to the Buyer not later than 15 Business Days before the Settlement Date, that:
 - (A) the Seller is the registered proprietor of land other than the Land; and
 - (B) the Land and that other land are liable to Land Tax; and
 - (4) Settlement does not occur before 5:00pm on 30 June for a reason attributable to the Buyer,
- the Buyer must pay to the Seller at Settlement the Land Tax assessed in respect to the Land for the Financial Year which commences on 1 July following the date specified in subclause (1).
- (c) Subject to clause (d) the Notice as specified in subclause (b)(3):
- (1) may, subject to the Contract Date being before 1 June, be incorporated in the Contract; and
 - (2) where the Notice is incorporated in the Contract in accordance with subclause (1), that Notice will be treated as having been given in accordance with subclause (b)(3).
- (d) The provisions of subclause (c) do not apply unless before 1 June:
- (1) a separate Certificate of Title for the Land has issued; and
 - (2) the Buyer has been given Notice by the Seller of the issue of that separate Certificate of Title for the Land.

7.5 Land Tax - Subdivided Land

- (a) Where on Settlement or the Possession Date:
- (1) the Property is not a residence as described in clause 7.3; and
 - (2) the Land is the subject of a subdivision after the commencement of the Financial Year in which the Possession Date or Settlement occurs,
- Land Tax will be apportioned as specified in subclause (b).
- (b) Where subclause (a) applies, Land Tax will be apportioned and payable as an Outgoing in accordance with clauses 7.1 and 7.2 on the basis that the Land Tax payable in respect to the Land is:
- (1) the same proportion as the area of the Land bears to the total area of the Subdivision Land; and
 - (2) the Subdivision Land is the only land owned by the Seller.

7.5 Land Tax general

- (a) Where clause 7.3 applies, the Seller must pay all Land Tax assessed in respect to the Property.
- (b) Except as provided in clause 7.3, and subject to clauses 7.4 and 7.5 Land Tax must be apportioned:
- (1) as an Outgoing and paid as provided in clauses 7.1 and 7.2; and
 - (2) otherwise on the basis that the Land is the only land owned by the Seller.

8 Risk

8.1 Passing of risk

Despite any rule of law or equity to the contrary, risk relating to the Property passes from the Seller to the Buyer at the time when the:

- (a) Purchase Price is paid in full; or
- (b) Buyer becomes entitled to possession of the Property; or
- (c) Buyer is given possession of the Property; whichever first occurs.

8.2 Damage or destruction

(a) If the Property includes a building or other improvement which is:

- (1) destroyed; or
- (2) partially damaged, before Settlement, subclause (b) will apply.

(b) If:

- (1) the building is a residence and is made substantially uninhabitable; or
- (2) in any other case, a building or other improvement is made substantially unusable for the current use as at the Contract Date; clauses 8.3 to 8.7 will apply.

8.3 Notice of damage or destruction

The Seller must, immediately following the damage or destruction referred to in clause 8.2, give Notice to the Buyer specifying the following.

- (a) Full particulars of the damage or destruction.
- (b) That the Buyer may, within 15 Business Days of service of the Notice terminate the Contract.
- (c) That it is desirable for the Buyer to obtain legal advice following service of the Notice.

8.4 Right of Buyer to terminate

The Buyer may, within 15 Business Days of the service of Notice under clause 8.3, give Notice to the Seller that the Buyer has elected to terminate the Contract.

8.5 Right of Seller to terminate

If:

- (a) clause 8.2 applies;
- (b) the Seller has insured the building or permanent improvement specified in clause 8.2 against damage or destruction;
- (c) the Seller within 5 Business Days after the damage or destruction specified in clause 8.2, notifies the insurer of a claim for the loss arising from the damage or destruction;
- (d) the Seller in notifying the claim in accordance with subclause (c), makes a request to the insurer that the insurer make a cash payment to the Seller in respect to the loss; and
- (e) the insurer has not within 10 Business Days after notification or the lodgment of the claim by the Seller, whichever is the later, agreed in writing to provide a cash payment to the Seller to compensate the Seller for the loss,

the Seller may within 15 Business Days of the service after the Notice in accordance with clause 8.3, by Notice to the Buyer or the Buyer Representative, terminate the Contract.

8.6 Termination

(a) If:

- (1) the Buyer gives a Notice to the Seller in accordance with clause 8.4; or
- (2) the Seller gives a Notice to the Buyer in accordance with clause 8.5, the provisions of subclause (b) will apply.

(b) Where subclause (a) applies, the following will apply.

- (1) Subject to this subclause the Contract is terminated as from and including the date of service of that Notice.
- (2) The Deposit and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer.
- (3) If the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer will be entitled to the interest on the Deposit.
- (4) If any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer will be entitled to the interest on that other money.
- (5) Subject to subclauses (2) to (4), no Party will have any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

8.7 Right of Buyer to proceed

If the Buyer, within 15 Business Days of the service of Notice under clause 8.3:

- (a) gives Notice to the Seller that the Buyer intends to proceed with the Contract; or
- (b) does not give a Notice under subclause (a) or clause 8.4,

the Contract will unless the Seller has given a Notice to the Buyer in accordance with clause 8.5, remain valid and enforceable, but clause 8.6 and 8.9 will apply.

8.8 Reduction of Purchase Price

If clause 8.7 applies, the following will apply.

- (a) The Purchase Price will be reduced by the amount of the reduction in value of the Property following the damage or destruction.
- (b) The amount of the reduction of the Purchase Price will, subject to this clause, be the amount which is agreed in writing between the Seller and the Buyer within 30 Business Days of the date of service of the Notice under clause 8.3.
- (c) If the reduction of the Purchase Price is not agreed in writing between the Seller and the Buyer, the amount of the reduction of the Purchase Price must, subject to subclause (d), be determined by arbitration in accordance with clause 25.1.
- (d) Even if:
 - (1) the period specified in subclause (b) has expired; and
 - (2) arbitration proceedings have commenced under subclause (c), the Buyer and the Seller may at any time agree in writing the amount of the reduction of the Purchase Price.

8.9 Variation of Settlement Date

If the Contract proceeds in accordance with clause 8.7 the Settlement Date is the date which is 10 Business Days after the amount of the reduction of the Purchase Price has been:

- (a) agreed between the Buyer and the Seller; or
- (b) determined by arbitration.

9 Seller Representation and Warranty

9.1 Contract Date - Possession Date - and Settlement

Except as otherwise disclosed in writing by the Seller to the Buyer before the Contract Date, the Seller represents and warrants to the Buyer as at the Contract Date and as at the earlier of possession and Settlement as follows.

- (a) The Seller does not know of any of the following:
 - (1) Any demand, order, requisition or requirement relating to the Property which:
 - (A) has been made by an Authority and remains current; or
 - (B) which an Authority proposes to make.
 - (2) Any proposal by an Authority:
 - (A) for the realignment, widening or alteration of the level of any road adjoining the Land; and
 - (B) which would be likely to materially affect the Land or the use of it.
 - (3) Any obligation to pay money to an Authority in respect of:
 - (A) work performed or to be performed; or
 - (B) expenses incurred or to be incurred, by an Authority in relation to the Land.
 - (4) Except in relation to a Strata Lot, any sewer, drain, pipe, cable or other installation passing through the Land to provide services to other land.
 - (5) Any obligation to:
 - (A) construct or repair; or
 - (B) contribute towards the cost of construction or repair of, a dividing fence between the Land and any adjoining land whether arising under the Dividing Fences Act 1961 or otherwise.
 - (6) Any encroachment on the Land by a building or other structure on adjoining land.
- (b) No building or other structure on the Land encroaches on adjoining land.
- (c) As far as the Seller is aware, each dividing fence and wall is on the boundary of the Land.
- (d) The Seller:
 - (1) has good title to the Property Challels; and
 - (2) is, or will be:
 - (A) the sole owner of the Property Challels; and
 - (B) except as otherwise specified in the Contract, the Property Challels will be free of any Encumbrance.
- (e) Subject to clause 6.1(b), the Property will be in the same state and condition it was in immediately before the Contract Date.
- (f) As far as the Seller is aware:
 - (1) no person has any right arising from adverse possession;
 - (2) no public right of way or easement has been acquired by enjoyment or use; and
 - (3) no mining lease or licence has been issued under any Act, in respect to the Land.

9.2 Contract Date

Except as otherwise disclosed in writing by the Seller to the Buyer before the Contract Date, the Seller represents and warrants to the Buyer as at the Contract Date as follows.

- (a) The Seller:
 - (1) has not received a notice of resumption of; and
 - (2) does not know of any intention to resume, the Land by an Authority.
- (b) The use of the Property is lawful.

10 Strata title

10.1 When this clause applies

This clause applies where the Land is a Strata Lot.

10.2 Representation and Warranty

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer at the Contract Date and at the date of Settlement as follows.

- (a) The Seller has paid:
 - (1) each Strata Contribution levied by the Strata Company in respect of the Strata Lot except for any Strata Contribution which is to be apportioned under clause 7.2 or 10.6;
 - (2) all other money due to the Strata Company in consideration of any right or privilege granted by the Strata Company in respect of the Strata Lot;
 - (3) all money due to the Strata Company for:
 - (A) work carried out by the Strata Company in relation to the Strata Lot; or
 - (B) the provision by the Strata Company of an amenity or service to the Strata Lot or to the proprietor or occupier of the Strata Lot;
 - (4) any other money due by the Seller to the Strata Company; and
 - (5) all interest due to the Strata Company on the money specified in subclauses (1), (2), (3) and (4).
- (b) No administrator of the Strata Company has been appointed.
- (c) Except for anything:
 - (1) apparent on an inspection of the Strata Lot and the parcel of which it forms part; or
 - (2) registered or recorded on the Strata Plan; or
 - (3) specified in the Strata Company by-laws,
 the Seller does not know of anything which will materially affect the Buyer's use or enjoyment of the Strata Lot or of the common property comprised in the Strata Scheme.
- (d) The Seller does not know of any proposal or application to terminate the Strata Scheme.
- (e) The Seller does not know of any current, proposed or pending proceeding or application in relation to the:
 - (1) Strata Scheme;
 - (2) Strata Company; or
 - (3) Strata Lot,
 in a court or tribunal.
- (f) The Seller does not know of any judgment or order of the State Administrative Tribunal, a court, or the Strata Title Referee in respect to the:
 - (1) Strata Company;
 - (2) Strata Scheme; or
 - (3) Strata Lot,
 which has not been satisfied or complied with.
- (g) Other than changes recorded on the Strata Plan, no change to the Strata Company by-laws has been:
 - (1) voted on by the Strata Company; or
 - (2) ordered by a court or tribunal.
- (h) No money is owing to the Strata Company for work carried out by the Strata Company in relation to the Strata Lot.
- (i) The Seller does not know of any change which:
 - (1) has been made; or
 - (2) is proposed,
 to the by-laws of the Strata Company other than changes recorded on the Strata Plan.
- (j) The Seller does not know of any action taken or any proposal to:
 - (1) vary the schedule of unit entitlement recorded on the Strata Plan;
 - (2) grant, vary or surrender any easement or restrictive covenant affecting the Strata Lot or any other part of the parcel;
 - (3) transfer, lease, licence or resume any part of the Strata Lot or the common property;
 - (4) take a lease of land outside the parcel;
 - (5) obtain, vary or surrender a lease of land outside the parcel; or
 - (6) obtain an expenditure approval under section 47(3) of the Strata Titles Act.
- (k) The Seller does not know of any proposal by the Strata Company to pass any resolution which will:

- (1) adversely affect the use and enjoyment by the Buyer of the Strata Lot or of the common property; or
- (2) increase any Outgoing in respect to the Strata Lot.

- (f) The Information disclosed in the Strata Regulations Form 28 provided to the Buyer by or on behalf of the Seller is correct.
- (m) The Seller does not know of any fact or circumstance which may result in:

- (1) proceedings in the State Administrative Tribunal; or
 - (2) proceedings before a Court,
- being instituted against the registered proprietor of the Strata Lot in respect to any matter relating to:

- (A) the common property;
- (B) the Strata Lot; or
- (C) any action or liability arising under, or referred to in, section 33 of the Strata Titles Act.

10.3 Indemnity by Seller and right of Buyer

- (a) Except for a matter in respect to which the Buyer has agreed in writing to be bound the Seller indemnifies and agrees to indemnify the Buyer against any Loss the Buyer may suffer or incur as a result of a breach by the Seller of a representation or warranty in clause 10.2:

- (1) as the registered proprietor of the Strata Lot; and
- (2) which arises from a fact or circumstance which occurs before the earlier of the Possession Date or Settlement.

- (b) The right of the Buyer to terminate the Contract under Part V of the Strata Titles Act:

- (1) does not affect; and
- (2) is in addition to every other right of the Buyer arising from the default of the Seller under the Contract.

10.4 Voting

On and from the Contract Date until the Buyer becomes registered as the proprietor of the Strata Lot the following will apply.

- (a) The Seller must:

- (1) immediately notify the Buyer if the Seller becomes aware of any proposal for members of the Strata Company to vote on a resolution in respect to the Strata Company; and
- (2) provide a copy of the proposed resolution to the Buyer.

- (b) The Seller must, if required by the Buyer by Notice, vote in the manner directed by the Buyer in respect to any resolution proposed to be passed by the members of the Strata Company.

- (c) If a section 47(3) Strata Notice is given to each proprietor in the Strata Scheme the following provisions apply.

- (1) The Seller must immediately give Notice to the Buyer of:
 - (A) the Section 47(3) Strata Notice;
 - (B) the date of service of the Section 47(3) Strata Notice; and
 attach to the Notice from the Seller a copy of the Section 47(3) Strata Notice.

- (2) The Buyer may, following the service of the Notice under subclause (1), serve a Notice on the Seller directing the Seller to notify the council of the Strata Company that the Seller objects to the expenditure specified in the Section 47(3) Strata Notice.

- (3) Where the Buyer gives a Notice to the Seller in accordance with subclause (2), the Seller must immediately notify the council of the Strata Company that the Seller objects to the expenditure specified in the Section 47(3) Strata Notice.

- (d) The Seller must not and must ensure that any mortgagee of the Strata Lot does not, without the prior approval in writing of the Buyer:

- (1) propose; or
 - (2) vote in favour of,
- any resolution of the Strata Company.

- (e) The Seller must ensure that any mortgagee of the Strata Lot does not, without the prior approval in writing of the Buyer, vote in favour of any proposed expenditure referred to in a Section 47(3) Strata Notice.

10.5 Strata company application

- (a) Subject to subclause (b), the Seller authorises the Buyer and the Representative of the Buyer to make application to the Strata Company in respect to the:

- (1) information;
 - (2) documents to be inspected; and
 - (3) certificates,
- specified in Section 43 of the Strata Titles Act.

- (b) Subject to the Strata Company requiring payment, the Buyer must pay to the Strata Company the fee prescribed by the Strata Regulations in connection with any application made in accordance with subclause (a).

10.6 Apportionment of Strata Special Contribution

- (a) This clause applies where, on or before the Settlement Date, the Strata Company has levied a Strata Special Contribution in respect to the Strata Lot.

- (b) If an instalment of a Strata Special Contribution is payable in a Financial Year before the Financial Year in which the Settlement Date occurs, the Seller will be solely responsible for payment of that instalment.
- (c) If:
- (1) the whole of the Strata Special Contribution; or
 - (2) an instalment of the Strata Special Contribution, is payable in the Financial Year in which the Settlement Date occurs,
- the whole of the Strata Special Contribution or that instalment of the Strata Special Contribution will be apportioned between the Seller and the Buyer as if the Strata Special Contribution is an Outgoing for the purposes of clauses 7.1 and 7.2.
- (d) If any instalment of the Strata Special Contribution is payable in a Financial Year after the Financial Year in which the Settlement Date occurs, the Buyer will be solely responsible for payment of that instalment.
- (e) If after the Settlement Date and in a Financial Year in which the Settlement Date occurs, a Strata Special Contribution is levied:
- (1) there will be no adjustment of that Strata Special Contribution; and
 - (2) the Buyer will be solely liable for and must pay the Special Strata Contribution applicable to the Strata Lot.
- 10.7 Property Included**
- (a) The Property includes:
- (1) the share of the Seller in the common property comprised in the Strata Plan; and
 - (2) the benefit of any lease, licence, right or special privilege in respect to the common property and which is granted to the proprietor of the Strata Lot and which attaches to the Strata Lot.
- (b) The Property is sold subject to every lease, licence, right or special privilege granted to a third party in respect of the common property.
- 10.8 Interests notified**
- Without affecting any other provision of this clause the Seller sells the Land subject to the interests registered and notifications recorded on the Strata Plan on the Contract Date.
- 11 Electricity/Underground Power**
- 11.1 Land not connected to electricity supply**
- If before the Contract Date the Land has not been connected to the electricity supply the Buyer will be responsible at the Buyer's expense for the connection of the Land to the electricity supply.
- 11.2 Electricity Scheme Agreement**
- (a) This clause will apply if, on the Contract Date:
- (1) the Property has been connected to the electricity supply under the Electricity Extension Scheme; and
 - (2) the Seller is a party to the Electricity Scheme Agreement in relation to the Property.
- (b) The Seller must, a reasonable time before the Settlement Date, arrange for Western Power to prepare and then deliver to the Buyer the standard form Western Power documentation under which:
- (1) the Seller is released from obligation under the Electricity Scheme Agreement; and
 - (2) the Buyer becomes liable for all obligations under the Electricity Scheme Agreement.
- (c) The documentation specified in subclause (b) must be executed as appropriate by the Seller and the Buyer not later than 3 Business Days before the Settlement Date.
- (d) The Seller must, before Settlement, pay to Western Power each:
- (1) capital contribution; and
 - (2) electricity supply and other charge,
- payable to Western Power under the Electricity Scheme Agreement up to the Settlement Date and provide evidence to the Buyer at Settlement of compliance with this subclause.
- (e) The Seller, if entitled to a refund of part or all of the capital contributions paid under the Electricity Scheme Agreement waives absolutely all right to receive a refund of any capital contribution which may become payable by Western Power in the future.
- (f) If there is any refund of any capital contribution paid to Western Power under the Electricity Scheme Agreement that refund of capital contribution will belong absolutely to the Buyer.
- (g) The Seller must deliver the documentation specified in subclause (b) and (c) to the Buyer on Settlement.
- (h) Immediately following Settlement the Buyer must lodge the documentation specified in subclause (b) and (c) with Western Power.
- 11.3 Cost of Electricity Scheme Agreement documentation**
- The Seller must pay all legal and other costs incurred in preparing the documentation specified in clause 11.2.
- 11.4 Underground power**
- If before the Contract Date an Authority has determined that underground power will be installed or, underground power has been installed:
- (a) in the area within which the Land is situated; and
 - (b) the Land is required to be, or has been connected to the underground power supply,
- clauses 11.5 and 11.6 will apply.
- 11.5 Underground power rate payable by Buyer**
- If:
- (a) clause 11.4 applies; and
 - (b) the Authority has not before the Contract Date prescribed:
- (1) an Underground Power Rate; and
 - (2) the manner in which the Underground Power Rate must be paid,
- the Buyer will be responsible for payment of the Underground Power Rate.
- 11.6 Underground power rate payable by Seller**
- (a) If:
- (1) clause 11.4 applies; and
 - (2) the Authority has before the Contract Date prescribed:
- (A) an Underground Power Rate; and
 - (B) the manner of payment of the Underground Power Rate,
- subclause (c) applies.
- (b) Where subclause (a) applies, the Seller must:
- (1) before Settlement pay the Underground Power Rate to the Authority and provide proof of payment before or at Settlement; or
 - (2) on Settlement:
- (A) pay the Underground Power Rate to the Buyer on the basis that the Buyer will then be responsible for payment of the Underground Power Rate to the Authority; or
 - (B) secure payment of the Underground Power Rate in a manner acceptable to the Buyer.
- 12 Sewer/Septic Tank**
- 12.1 Property connected**
- (a) If on the Contract Date:
- (1) the Land is connected to a Water Corporation sewer; but
 - (2) any amount remains unpaid or will become payable after Settlement for that connection (whether under a Water Corporation loan agreement or otherwise),
- the Seller must pay that amount:
- (A) to the Water Corporation before Settlement and provide evidence of payment to the Buyer at Settlement; or
 - (B) to the Buyer at Settlement.
- (b) If the amount as specified in subclause (a) is paid to the Buyer at Settlement, the Buyer must pay that amount to the Water Corporation immediately following Settlement.
- (c) If the amount as specified in subclause (a) is paid to the Buyer Representative at Settlement:
- (1) the Buyer Representative must pay that amount to the Water Corporation immediately following Settlement; and
 - (2) the Buyer irrevocably authorises and directs the Buyer Representative to pay the relevant amount to the Water Corporation in accordance with subclause (c)(1).
- 12.2 Land not connected**
- If on the Contract Date:
- (a) the Land is not connected to a Water Corporation sewer; and
 - (b) whether or not the Water Corporation has issued a notice requiring the Land to be connected to a Water Corporation sewer,
- the Buyer will be solely responsible for the connection of the Land to a Water Corporation sewer.
- 12.3 Decommissioning of Septic Tank**
- If on the Contract Date:
- (a) there is a septic tank on the Land; and
 - (b) the septic tank has not been decommissioned,
- the Buyer will be solely responsible for decommissioning the septic tank.
- 13 Subdivision**
- 13.1 When this clause applies**
- (a) Subject to subclause (b), and except as otherwise provided, this clause applies only if the Land is not a Lot at the Contract Date.
- (b) Where the Land is a Proposed Strata Lot only clauses 13.6, 13.8 and 13.9 apply.
- 13.2 Contract conditional**
- (a) The Contract is conditional on the following:
- (1) An application for the subdivision of the Lot from the Original Land being lodged with the Planning Commission within 3 months after the Contract Date.
 - (2) The Planning Commission granting approval for the subdivision of

- the Lot from the Original Land within 6 months after the Contract Date, or any longer period as specified in:
- (A) the Contract;
 - (B) a subsequent agreement in writing between the Parties.
- (b) Subject to clause 13.5 where the Planning Commission grants approval for subdivision subject to a condition, the Planning Commission will be treated as having granted approval for subdivision for the purposes of subclause (a).
 - (c) Where a condition specified in subclause (b) is not satisfied on or before the relevant date specified in subclause (a), the Contract terminates:
 - (1) at midnight on the date when the relevant period in subclause (a) expires; and
 - (2) without the requirement for either Party to give to the other a Notice of Termination.
- 13.3 Further condition for subdivision**
- (a) The Contract is also conditional on the following:
 - (1) The Planning Commission endorsing approval on a Subdivision Plan within 12 months after approval for subdivision by the Planning Commission.
 - (2) The Subdivision Plan being in Order for Dealing within 3 months after the date of endorsement of approval by the Planning Commission in accordance with subclause (1).
 - (b) Each period specified in subclause (a) will, if applicable, be extended as specified in:
 - (1) the Contract; or
 - (2) a subsequent agreement in writing between the Parties.
- 13.4 Application and Subdivision Plan**
- (a) The Seller must, if the Seller has not already done so, lodge an application with the Planning Commission for the subdivision of the Subdivision Lot, from the Original Land, within 15 Business Days after the Contract Date.
 - (b) Following the lodgment of the application in accordance with subclause (a), the Seller must use reasonable endeavours to:
 - (1) obtain the approval of the Planning Commission to the subdivision of the Subdivision Lot from the Original Land; and
 - (2) subject to the approval of the Planning Commission to the subdivision, arrange for preparation of a Subdivision Plan including the Subdivision Lot, and for the Subdivision Plan to be:
 - (A) lodged at Landgate; and
 - (B) endorsed as In Order for Dealing,
 as soon as practicable.
 - (c) Following the determination of the application for subdivision by the Planning Commission, the Seller must, within 10 Business Days after:
 - (1) the approval of the Planning Commission for subdivision; or
 - (2) the refusal of the Planning Commission to grant approval for subdivision,
 give Notice to the Buyer of the determination of the Planning Commission and provide a copy of the determination of the Planning Commission to the Buyer.
 - (d) The Seller must also on request by the Buyer:
 - (1) advise the Buyer of progress relating to the application to the Planning Commission for subdivision; and
 - (2) provide to the Buyer a copy of the determination of the Planning Commission in respect to an application for subdivision unless the Seller has already done so.
- 13.5 Unacceptable condition or requirement imposed by Planning Commission**
- (a) If the Planning Commission grants approval for the subdivision of the Lot from the Original Land subject to a condition or requirement which either the Seller or the Buyer, acting reasonably:
 - (1) is unwilling to comply with; or
 - (2) considers to be prejudicial,
 the Party who:
 - (A) would be bound to comply with the condition or requirement; or
 - (B) is prejudiced by the condition or requirement,
 may within 15 Business Days of being notified of the condition or requirement, elect by Notice to the other Party to terminate the Contract.
 - (b) The reference in subclause (a) to a condition or requirement of the Planning Commission includes a condition or requirement imposed by the Planning Commission that is subject to the satisfaction of a condition or requirement of an Authority other than the Planning Commission.
 - (c) If subclause (b) applies, the provisions of subclause (a) will apply to the condition or requirement imposed by the other Authority.
 - (d) Subject to subclause (a) where subclause (c) applies the following will apply:
 - (1) The Seller must use reasonable endeavours to obtain the approval of the other Authority.
 - (2) If the other Authority imposes a condition or requirement, the Seller must within 10 Business Days of being notified of the condition or requirement:
- (A) give Notice to the Buyer of the condition or requirement of the Authority; and
 - (B) provide a copy of the condition or requirement to the Buyer.
- (e) The Seller must on request by the Buyer:
 - (1) advise the Buyer of progress relating to the satisfaction of a condition or requirement imposed by the other Authority; and
 - (2) provide to the Buyer a copy of the condition or requirement of the other Authority unless the Seller has already done so.
- 13.6 Proposed Strata Lot**
- Where the Subdivision Lot is a Proposed Lot on a Strata Plan, the Seller must use best endeavours to arrange for the Subdivision Plan, being a Strata Plan, to be registered at Landgate within the period specified or referred to in Section 70(4) of the Strata Titles Act.
- 13.7 Termination of Contract**
- (a) If either condition specified in clause 13.3(a) is not satisfied within the time specified in clause 13.3, the Contract terminates at midnight at the end of the last day of the period specified in clause 13.3:
 - (1) without the requirement for notice by either Party to the other; and
 - (2) subclause (c) then applies.
 - (b) If Notice terminating the Contract has been given under clause 13.5:
 - (1) the Contract terminates on the date of service of the Notice; and
 - (2) subclause (c) then applies.
 - (c) Where subclause (a) or (b) applies, the following apply:
 - (1) The Deposit and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer.
 - (2) If the Deposit has been invested by the Deposit Holder in accordance with clause 1.8, the Buyer will be entitled to the interest on the Deposit.
 - (3) If any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer will be entitled to the interest on that other money.
 - (4) Subject to subclause (1) to (3), no Party will have any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.
- 13.8 Strata Lot – obligation to construct development**
- If the Contract includes an obligation for the Seller to construct a building or other permanent improvement in connection with the sale of a Proposed Strata Lot to the Buyer, the Seller must:
- (a) undertake the construction of the building or permanent improvement:
 - (1) in a proper and workmanlike manner; and
 - (2) in accordance with any plans or specifications which are attached to, or incorporated in the Contract; and
 - (b) where on the Contract Date construction has not commenced, commence construction as soon as practicable after the Contract Date or on any date specified in the Contract and following commencement of construction, cause:
 - (1) construction to proceed; and
 - (2) the construction of the building or other permanent improvement to be completed,
 as soon as practicable after commencement of construction.
- 13.9 Issue of title – Settlement Date**
- (a) As soon as practicable after the Subdivision Plan is In Order for Dealing, the Seller must:
 - (1) apply for, and arrange for the issue of a separate Certificate of Title for the Subdivision Lot; and
 - (2) notify the Buyer in writing, as soon as practicable after a separate Certificate of Title has been issued for the Subdivision Lot.
 - (b) Unless otherwise provided in the Contract, the Settlement Date will be the date which is:
 - (1) 15 Business Days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Subdivision Lot; or
 - (2) where:
 - (A) the Buyer is aware that a separate Certificate of Title has been issued for the Lot; and
 - (B) the Buyer has notified the Seller that the Buyer is aware that a separate Certificate of Title has issued for the Lot,
 15 Business Days after the Buyer has so notified the Seller.
- 14 Terms contract**
- 14.1 When this clause applies**
- This clause applies only if the Contract is a Terms Contract.
- 14.2 Right to pay Purchase Price**
- Subject to the Buyer giving not less than 10 Business Days prior notice in writing to the Seller, the Buyer may pay the full balance of the Purchase

- Price at any time earlier than the time for payment specified in the Contract.
- 14.3 Right to pay instalment of Purchase Price**
- (a) Subject to subclauses (b) and (c) the Buyer may, at any time, pay to the Seller part of the Purchase Price outstanding.
 - (b) Unless a payment in accordance with subclause (a) is the whole of the balance of the Purchase Price outstanding, any payment made in accordance with subclause (a), must be in the sum of \$1,000, or a multiple of \$1,000.
 - (c) Any payment made in accordance with this clause will:
 - (1) be treated as payment of the last instalment or instalments of the Purchase Price due under the Contract; and
 - (2) not affect the obligation of the Buyer to pay the next instalment of the Purchase Price on the due date for payment.
- 14.4 Obligation to pay balance of Purchase Price**
- (a) If the Buyer fails:
 - (1) to pay any instalment of the Purchase Price due under the Contract, on the due date for payment; and
 - (2) to pay the instalment specified in subclause (1), within the time specified in a Notice served on the Buyer under subclause (b), the whole of the balance of the Purchase Price, and all other money due under the Contract, will immediately become due and payable by the Buyer to the Seller.
 - (b) If the Buyer has failed to pay an instalment of the Purchase Price on the due date the Seller may serve Notice on the Buyer. The Notice must:
 - (1) specify particulars of the instalment of the Purchase Price which has not been paid on the due date; and
 - (2) require the Buyer to pay the instalment specified in subclause (b) (1) within the time specified in the Notice being not less than 10 Business Days after the service of the Notice.
- 14.5 Right to pay mortgagee**
- (a) If the Land is subject to a mortgage, the following will apply.
 - (b) Subject to subclause (c), the Buyer may pay any instalment of the Purchase Price due under the Contract, to the mortgagee under the mortgage, in reduction of the amount owed under the mortgage.
 - (c) The Buyer must give Notice to the Seller of any payment made by the Buyer in accordance with subclause (b).
 - (d) An amount paid by the Buyer under subclause (b) will be treated as payment of the instalment of the Purchase Price next due to be paid by the Buyer under the Contract.
 - (e) The Seller authorises the Buyer to:
 - (1) obtain information from the mortgagee as to the amount owed under the mortgage; and
 - (2) pay any amount to the mortgagee, in reduction of the amount owing under the mortgage.
 - (f) The Seller authorises the mortgagee to:
 - (1) provide any information requested by the Buyer; and
 - (2) accept any amount paid by the Buyer in reduction of the account owing under the mortgage.
- 14.6 Insurance**
- (a) The Buyer must as from and including the Possession Date take out and maintain with an insurer authorised to operate under the Insurance Act in the names of:
 - (1) the Buyer;
 - (2) the Seller; and
 - (3) any mortgagee of the Land,
 for their respective rights and interests, the insurance specified in subclause (b).
 - (b) The insurance required to be taken out and maintained under subclause (a) is as follows.
 - (1) Insurance in respect to each building and other permanent improvement on the Land for full replacement value against damage or destruction by fire, storm, tempest, earthquake and any other risk as reasonably determined by the Seller of which Notice is given to the Buyer.
 - (2) Public liability insurance in respect to:
 - (A) the death or injury of a natural person; or
 - (B) damage to or destruction of property of other persons,
 in respect of any one incident, in the sum of \$20 million or any greater amount reasonably required by the Seller.
 - (c) The Buyer must:
 - (1) provide to the Seller a copy of each policy of insurance taken out in accordance with subclause (a) and (b);
 - (2) not alter or vary the insurance taken out under subclauses (a) and (b), without prior written notification to the Seller and in the event of the substitution or variation of any insurance taken out, comply with the provisions of subclauses (a), (b) and (c)(1); and
 - (3) provide proof to the Seller that the insurance is current.
- (d) If the Buyer fails to:
 - (1) take out insurance as required under subclauses (a) and (b); or
 - (2) provide proof to the Seller that the insurance is current,
 the Seller may, without notice to the Buyer, and without being obliged to do so, take out and maintain the insurance required in accordance with subclauses (a) and (b).
 - (e) If the Seller takes out and maintains insurance in accordance with subclause (d) the Buyer must pay to the Seller on demand:
 - (1) all cost incurred by the Seller in taking out and maintaining the insurance; and
 - (2) interest, on that amount at the Prescribed Rate, from the date each cost was incurred, up to and including the date on which each cost, together with interest, is repaid to the Seller.
 - (f) The rights of the Seller under subclause (d) do not affect the rights of the Seller arising on default, and in particular, under clause 24.
- 14.7 Insurance - Strata Lot**
- (a) The provisions of clause 14.6 will not apply where:
 - (1) the Property is a Strata Lot; and
 - (2) the Buyer provides proof to the Seller that as at possession, the Strata Company has taken out and is maintaining insurance in respect to each risk and for the liability specified in clause 14.6(b).
 - (b) Where subclause (a) applies, the Buyer must:
 - (1) If required by the Seller, immediately provide to the Seller a copy of each policy of insurance taken out by the Strata Company;
 - (2) If the insurance taken out by the Strata Company is altered or varied, provide to the Seller details of the altered or varied insurance immediately the Buyer becomes aware of the alteration or variation, and in particular, provide details of any substitute insurance taken out by the Strata Company; and
 - (3) provide proof to the Seller that the Strata Company insurance is current.
 - (c) The Seller may, by Notice to the Buyer, require that the Buyer take out insurance which:
 - (1) is additional to the insurance taken out by the Strata Company;
 - (2) is specified in the Notice from the Seller to the Buyer; and
 - (3) provides additional insurance in respect to each risk and the liability specified in clause 14.6(b).
 - (d) If the Seller gives notice to the Buyer under subclause (c):
 - (1) the Buyer must take out and maintain the additional insurance; and
 - (2) the provisions of clause 14.6 will apply to the additional insurance.
- 14.8 Application of insurance proceeds**
- (a) If, arising from an incident, money becomes payable under the insurance taken out and maintained under this clause subclauses (b) and (c) will apply.
 - (b) The Buyer must:
 - (1) subject to any requirement of a mortgagee, where a mortgage is registered over the Land; and
 - (2) at the option of the Seller, apply insurance proceeds arising from damage or destruction of a building or permanent improvement on the Land in:
 - (A) repair, reinstatement or replacement of that building or permanent improvement; or
 - (B) as a payment towards, or in full payment of the Purchase Price then outstanding.
 - (c) The Buyer must apply any proceeds of a claim arising from public risk insurance as required, by:
 - (1) the insurer; or
 - (2) the Seller, acting reasonably.
 - (d) Where the Property is a Strata Lot:
 - (1) insurance in respect to the Property is covered by insurance taken out by the Strata Company; and
 - (2) arising from an incident money becomes payable under insurance taken out and maintained by the Strata Company,
 the insurance proceeds must be applied as required by the Strata Company or otherwise in accordance with the Strata Titles Act.
- 14.9 General obligation - Property and Land**
- From and including the date the Buyer is given possession of the Property the Buyer must:
- (a) not:
 - (1) demolish, alter or add to any building or permanent improvement which forms part of the Property; or
 - (2) remove from or add any soil or other material to the Land, except with the prior written approval of the Seller, which approval must not be unreasonably withheld;
 - (b) keep the Property in good repair, having regard to the condition of the Property at the Possession Date;
 - (c) promptly pay all Outgoings;

- (d) comply with the requirements of all laws, and with:
 - (1) any lease or licence of the Land from the State; and
 - (2) in the case of a Strata Lot – any lease, licence or agreement, and every by law applicable to that Strata Lot; and
- (e) if the Property is, or includes a farm or cultivated Land:
 - (1) maintain the farm; and
 - (2) cultivate that Land,
 in accordance with the best practice usually followed in the district in which the Land is situated.

14.10 Default – Seller may remedy

- (a) If the Buyer is in default of an obligation under clause 14.9, the following will apply.
 - (b) Subject to subclause (c), the Seller may, without:
 - (1) being obliged to do so; and
 - (2) any obligation to give any further notice to the Buyer, remedy that default.
 - (c) Except in the case of an emergency when this subclause will not apply, the Seller may not exercise a right under subclause (b) unless:
 - (1) the Seller has served Notice on the Buyer:
 - (A) specifying the default of the Buyer; and
 - (B) requiring the Buyer to remedy the default within the reasonable time specified in the notice being not less than 10 Business Days after the service of the notice; and
 - (2) the Buyer fails to remedy the default within the time specified in the Notice.
 - (d) For the purpose of exercising the right of the Seller under subclause (b) the Seller may enter on the Land:
 - (1) at a reasonable time except in the case of an emergency when the Seller may enter at any time; and
 - (2) with or without contractors and other persons, to undertake any relevant or necessary work.
 - (e) The Buyer must pay to the Seller on demand each cost incurred by the Seller to remedy a default of the Buyer together with interest on each cost at the Prescribed Rate:
 - (1) from and including the date on which payment is made by the Seller; and
 - (2) up to but excluding the date on which the relevant amount, together with interest, is paid to the Seller.
 - (f) The rights of the Seller under subclause (b):
 - (1) do not affect any other right of the Seller arising from the default of the Buyer; and
 - (2) in particular, do not affect the rights of the Seller under clause 24.

14.11 Delivery of Transfer and title

- (a) Subject to subclause (b) and clause 3.10, on payment by the Buyer of all money owing to the Seller under the Contract, including any interest, the Seller must deliver to the Buyer the documentation specified in clause 3.10(a):
 - (1) at the time specified in the Contract; or
 - (2) if no time is specified, on the day which is 15 Business Days after the Seller receives payment in full of the balance of the Purchase Price and other money due under the Contract.
- (b) Clauses 3.1 to 3.3 will apply in respect to the preparation of the Transfer and matters concerning Duty and Stamp Duty.
- (c) The documentation specified in subclause (a) must be delivered to the Buyer at:
 - (1) the place and time agreed between the Seller and the Buyer; and
 - (2) if not agreed in accordance with subclause (1), then:
 - (A) on the day which is a Business Day; and
 - (B) at the time between 9.00am and 5.00pm; and
 - (C) at the place within the Perth CBD,
 specified by Notice from the Buyer to the Seller given not less than 3 Business Days before the date specified in subclause (a).

15 Error or Misdescription

15.1 Meaning of error or misdescription

An error or misdescription of the Property means an error or misdescription in the Contract relating to:

- (a) a physical structure or physical feature of the Property;
- (b) a boundary of the Property; or
- (c) the area of the Land.

15.2 No termination or delay in Settlement

Subject to this clause, an error or misdescription of the Property in the Contract will not:

- (a) entitle the Buyer to terminate the Contract; or
- (b) result in any right for the Buyer to delay Settlement.

15.3 Claim for compensation by Buyer

Where the Buyer claims:

- (a) there has been an error or misdescription of the Property in the Contract; and
 - (b) to be entitled to compensation,
- the Buyer must give to the Seller a Notice which specifies the basis of the claim and compensation required by the Buyer not later than 10 Business Days after the Buyer has been given possession of the Property.

15.4 Claim for compensation lost

If the Buyer fails to give a Notice in accordance with clause 15.3, any right of the Buyer to claim compensation arising from an error or misdescription of the Property in the Contract will cease to apply.

15.5 Determination of claim and compensation

Where the Buyer serves a Notice under clause 15.3, unless otherwise agreed in writing between the Seller and the Buyer within 15 Business Days of service of the Notice, any issue between the Seller and the Buyer as to:

- (a) whether there is an error or misdescription of the Property in the Contract; or
 - (b) the amount of compensation payable by the Seller to the Buyer,
- must be determined by arbitration under clause 25.1.

16 No Requisition on title

16.1 Land – freehold land

This clause only applies if the Land is freehold land.

16.2 No requisition or objection

(a) The Buyer is not entitled to give a requisition or objection to the Seller in respect to:

- (1) the title of the Seller in respect to the Land; or
- (2) the Property.

(b) The Seller is not obliged to provide a response to a requisition or objection by the Buyer in respect to:

- (1) the title of the Seller in respect to the Land; and
- (2) the Property.

17 Cost and duty

17.1 Legal and other cost

The parties must pay their own legal and other cost and expense in connection with:

- (a) the Contract; and
- (b) Settlement.

17.2 Duty and Stamp Duty

The Buyer must pay Duty and, if applicable, Stamp Duty on the Contract and the Transfer.

17.3 Registration fee

The Buyer must pay the registration fee payable on the Transfer.

17.4 Default cost

- (a) A Party in default under the Contract must pay to the other Party all cost and expense incurred by the other Party arising from the default.
- (b) Cost and expense specified in subclause (a) which has been determined before Settlement must be paid on Settlement.
- (c) If some or all of the cost and expense specified in subclause (a) is not paid on Settlement that cost and expense must be paid, after Settlement, on demand by the Party entitled to payment.
- (d) A Party may not refuse to complete Settlement because:
 - (1) a Party liable; or
 - (2) alleged to be liable,
 to pay cost and expense under this clause does not pay that cost and expense at Settlement.

18 GST

18.1 Purchase Price does not include GST

Unless otherwise expressly provided in the Contract, the Buyer is not required to pay to the Seller any amount in addition to the Purchase Price for GST.

18.2 Margin Scheme

Unless otherwise expressly provided in the Contract, the Seller must not apply the Margin Scheme in respect to the sale of the Property.

18.3 GST to be paid on Purchase Price

(a) If the Contract provides that GST must be paid in addition to the Purchase Price, the following provisions will apply.

(b) On Settlement:

- (1) the Buyer must in addition to the Purchase Price pay the GST on the Purchase Price and any other consideration payable under the Contract; and
- (2) the Seller must provide a Tax Invoice to the Buyer.

- 18.4 GST on damages
- (a) If:
- (1) a Successful Party becomes entitled to damages as a result of default under the Contract; and
 - (2) the Successful Party is liable to pay GST on the damages, the Payment Party must pay to the Successful Party the GST payable by the Successful Party on the damages at the same time as the Payment Party must pay the damages to the Successful Party.
- (b) If subclause (a) applies, the Successful Party must, on payment of the damages, provide a Tax Invoice to the Payment Party.
- (c) The provisions of the clause apply whether or not GST is payable on the Purchase Price.

19 Depreciation and Capital Works Deduction

- 19.1 Price of Depreciating Asset In Contract
- Where:
- (a) a Depreciating Asset forms part of the Property; and
 - (b) the price of that Depreciating Asset has been specified in the Contract, the price of the Depreciating Asset as specified in the Contract will be the sale price of that Depreciating Asset for the purposes of the Income Tax Act.
- 19.2 Price of Depreciating Asset not specified in Contract
- Where:
- (a) a Depreciating Asset forms part of the Property; and
 - (b) the price of the Depreciating Asset has not been specified in the Contract, the sale price of that Depreciating Asset for the purposes of the Income Tax Act will be the adjustable value of that Depreciating Asset for the purposes of the Income Tax Act as determined at Settlement.
- 19.3 Capital Works Deduction
- (a) If the Property includes capital works which give rise to a Capital Works Deduction the Seller must give the Buyer a written notification within 20 Business Days of Settlement specifying the information necessary to enable the Buyer to claim any remaining Capital Works Deduction.
 - (b) The written notification under subclause (a) must comply with Section 262A (4A) of the Income Tax Act.

20 Registration of Transfer

- 20.1 Registration
- No later than 3 Business Days after Settlement, the Buyer must lodge:
- (a) the Transfer; and
 - (b) every other document required to enable the Transfer to be registered at Landgate
- and must then use best endeavours to ensure that the Transfer is registered as soon as possible.
- 20.2 Seller to cooperate
- (a) The Seller must immediately do everything reasonably requested by the Buyer to enable the Transfer to be accepted and registered at Landgate.
 - (b) The Seller must, on request by the Buyer not later than 3 Business Days before Settlement, give to the Buyer a written undertaking in favour of the Buyer, or the Buyer's mortgagee, to comply with subclause (a).
- 20.3 Landgate requisition
- (a) If a requisition notice is issued by Landgate relating to the registration of:
 - (1) the Transfer; or
 - (2) in respect of any other document which is lodged for registration with the Transfer,
 the Seller and the Buyer must immediately do everything reasonably necessary to satisfy the requirements of the requisition notice.
 - (b) Where a requisition notice is issued by Landgate in respect to a document prepared by or on behalf of the Seller, the Seller must, not later than 3 Business Days before the time for payment prescribed by Landgate:
 - (1) pay to the Buyer the fee required by Landgate in respect to that requisition notice; or
 - (2) pay direct to Landgate the fee required by Landgate in respect to that requisition notice and provide a copy of the receipt for the payment issued by Landgate to the Buyer.
 - (c) Where the requisition notice issued by Landgate relates to a document prepared by or on behalf of the Buyer, the Buyer must pay to Landgate the fee required by Landgate in respect to the requisition notice issued in respect to that document by Landgate not later than 3 Business Days before the time for payment prescribed by Landgate.

21 Notice

- 21.1 Requirements for Notice
- A Notice to be given under the Contract must be:
- (a) in writing; and

- (b) in the English language; and
- (c) signed by the Party giving it or that Party's Representative.

21.2 Service generally

Subject to clauses 21.3 to 21.6 a Notice will be treated as having been duly given to a Party if served:

- (a) on a Party which is not a company
 - (1) by delivering the Notice to the Party personally; or
 - (2) by posting the Notice to the Party at the Party's address specified in the Contract; and
- (b) on a Party which is a company
 - (1) by delivering the Notice to the company at its registered office;
 - (2) by posting the Notice to the company at its address specified in the Contract or at its registered office; or
 - (3) in accordance with Section 106X of the Corporations Act.

21.3 Service - Representative

If a Representative acts for a Party:

- (a) a Notice served on that Representative in accordance with this clause will be treated for all purposes as if the Notice had been served on that Party; and
- (b) a Notice given by that Representative in accordance with this clause will be treated for all purposes as if the Notice had been given by that Party.

21.4 Service by facsimile

- (a) If a facsimile number is specified in the Contract or by a Party or a Representative as the facsimile number of that Party or Representative, then:
 - (1) a Notice to the relevant Party or the Representative may be transmitted by facsimile to specified facsimile number; and
 - (2) a Notice transmitted by facsimile will be treated as served:
 - (A) on the day on which it is transmitted but if it is transmitted after 4.00pm or on a day which is not a Business Day it will be treated as having been served on the next Business Day; and
 - (B) when the facsimile machine which transmits the Notice prints an acknowledgment that every page comprising that Notice has been transmitted to the specified facsimile number.

(b) Where:

- (1) a Party has a Representative; and
 - (2) the Representative or Party includes in correspondence to the other Party or the Representative of the other Party, details of the facsimile number of that Party or Representative,
- the facsimile number so specified will, subject to subclause (c):
- (3) be treated as the facsimile for that Party or the Representative of that Party; and
 - (4) the provisions of subclause (a) will apply as if that facsimile number is specified in the Contract, or has been specified by a Party or the Representative of that Party as the facsimile number of that Party or Representative.
- (c) Subclause (b) will not apply where a Party or Representative specified in subclause (b), gives Notice to the other Party or the Representative of that other Party that the facsimile number specified in the correspondence is not the facsimile number of the Party or Representative.

21.5 Service when Notice posted

A Notice which has been posted will be treated as served on the third Business Day after the date on which the Notice is posted.

21.6 Change of address

- (a) A Party may by Notice to each other Party change:
 - (1) the Representative of that Party;
 - (2) the address of that Party; or
 - (3) the address of that Party's Representative; or
 - (4) a specified facsimile number.
- (b) Where a Notice is given under subclause (a) each subsequent Notice to the Party concerned must be served as applicable
 - (1) on the new Representative of the Party, and
 - (2) at any new address or specified facsimile number.

22 Time of Essence

Subject to clause 23, time is of the essence in relation to the provisions of the Contract.

23 Default Notice

23.1 Requirement for Default Notice

Neither Party may terminate the Contract as a result of the other Party's default nor may the Seller forfeit any money paid by the Buyer or relate possession of the Property because of the default of the Buyer, unless:

- (a) the Non Default Party gives a Default Notice to the Default Party; and

- (b) the Default Party fails to remedy the default within the time required under the Default Notice.
- 23.2 No limit on right to issue further Notice**
The giving of a Default Notice under clause 23.1 does not prevent the Non Default Party from giving a further Default Notice.
- 23.3 No Default Notice required for repudiation**
Clause 23.1 does not apply if the Default Party repudiates the Contract.

24 Default

- 24.1 Buyer Default**
If the Buyer:
- (a) is:
- (1) in default under the Contract; and
- (2) has failed to comply with a Default Notice; or
- (b) repudiates the Contract,
- the Seller has each right in clause 24.2, in addition to any other right or remedy of the Seller.
- 24.2 Seller right on default or repudiation**
If clause 24.1 applies, the Seller may:
- (a) affirm the Contract and sue the Buyer for damages for default;
- (b) affirm the Contract and sue the Buyer for:
- (1) specific performance of the Contract; and
- (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, retake possession of the Property;
- (d) subject to clause 23.1 terminate the Contract by Notice to the Buyer, but only if the Default Notice given under clause 23.1 includes a statement that if the default is not remedied within the time specified in the Default Notice the Contract may be terminated; or
- (e) where the Buyer repudiates the Contract, terminate the Contract by Notice to the Buyer.
- 24.3 Further Seller right on termination**
If the Seller terminates the Contract under clause 24.2(d) or 24.2(e), the Seller may, subject to the further provisions of this clause, elect to exercise any one or more of the following:
- (a) Forfeit the Deposit;
- (b) Sue the Buyer for damages for default;
- (c) Resell the Property.
- 24.4 Deposit exceeds 10% of Purchase Price**
If the Deposit exceeds 10% of the Purchase Price:
- (a) the Seller may under clause 24.3 forfeit only that part of the Deposit which does not exceed 10% of the Purchase Price; and
- (b) any money paid by the Buyer in excess of 10% of the Purchase Price, is to be treated as a payment of an instalment for the purposes of this clause only.
- 24.5 Resale**
If the Seller resells the Property in accordance with clause 24.3(c):
- (a) the Seller is not required to give notice of the resale to the Buyer; and
- (b) the Seller has the discretion, acting reasonably, to determine the manner of resale and the terms and conditions applicable to the resale.
- 24.6 Resale within 12 months**
If:
- (a) Settlement of the resale of the Property occurs within 12 months after the Seller terminates the Contract; and
- (b) after taking into account the costs and expenses of the resale and the amount of the Deposit which has been forfeited, the amount held by the Seller:
- (c) is less than the Purchase Price, the Buyer must pay to the Seller, as liquidated damages, the difference between the amount held by the Seller and the Purchase Price; or
- (d) exceeds the Purchase Price, the excess belongs to the Seller.
- 24.7 Terms Contract**
If:
- (a) the Contract is a Terms Contract; and
- (b) there is a surplus in accordance with clause 24.6(d); and
- (c) the Buyer had possession of the Property for more than 12 months before the termination of the Contract,
- the Seller must pay the surplus to the Buyer, without interest.
- 24.8 Interest to Seller**
Whether or not Settlement of the resale occurs within 12 months after the Seller terminates the Contract, any interest:
- (a) accrued on the Deposit; or
- (b) on any instalment paid by the Buyer, belongs to the Seller.

- 24.9 Instalment**
If the Seller:
- (a) terminates the Contract; and
- (b) holds an instalment,
- the Seller may hold the instalment pending:
- (1) a resale of the Property; or
- (2) determination of a claim for damages.

- 24.10 Sale within 12 months**
If:
- (a) the Seller holds an instalment in accordance with clause 24.9; and
- (b) resells the Property within 12 months of termination of the Contract, the Seller may apply the whole or part of the instalment to liquidated damages determined in accordance with clause 24.6.

- 24.11 Payment after 12 months**
Subject to clauses 24.10 and 24.12, the Seller must pay to the Buyer, without interest any instalment held by the Seller after 12 months following the termination of the Contract.

- 24.12 Finalisation of proceedings**
If:
- (a) the Seller has instituted proceedings against the Buyer for damages, following termination of the Contract; and
- (b) the action for damages has not been finalised within 12 months following the termination of the Contract,
- the Seller may hold any instalment pending the final determination of the action for damages against the Buyer.

- 24.13 Payment after finalisation**
After determination of the action for damages the Seller:
- (a) may apply the whole or part of the instalment toward any judgment for damages and costs awarded by the Court; but
- (b) must pay any surplus, after application of the instalment toward the judgment and costs, to the Buyer, without interest.

- 24.14 Seller default**
If the Seller:
- (a) is:
- (1) in default under the Contract; and
- (2) has failed to comply with a Default Notice; or
- (b) repudiates the Contract,
- the Buyer has each right in clause 24.15, in addition to any other right and remedy of the Buyer.

- 24.15 Buyer right on default or repudiation**
If clause 24.14 applies, the Buyer may:
- (a) affirm the Contract and sue the Seller for damages for default;
- (b) affirm the Contract and sue the Seller for:
- (1) specific performance of the Contract; or
- (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, terminate the Contract by Notice to the Seller, but only if the Default Notice given under clause 23.1 includes a statement that if the Default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (d) where the Seller repudiates the Contract, terminate the Contract by Notice to the Seller.

- 24.16 Further Buyer right on termination**
- (a) If the Buyer terminates the Contract under clause 24.15(c) or 24.15(d), the following will apply.
- (b) The Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer.
- (c) Where the Deposit and any other money paid under the Contract by the Buyer has been paid to the Seller, the Seller must promptly repay the Deposit and, if applicable, that other money to the Buyer.
- (d) If the Deposit has been invested with a Deposit Financial Institution in accordance with clause 1.9, the Buyer will be entitled to the interest earned on the Deposit.
- (e) If any other money paid by the Buyer under the Contract to the Deposit Holder in addition to the Deposit has been invested by the Deposit Holder with a Deposit Financial Institution, the Buyer will be entitled to the interest on that other money invested.
- (f) Except for any money paid to the Deposit Holder by the Buyer under the Contract, the Seller must, on demand, pay to the Buyer interest on any money paid by the Buyer under the Contract at the Prescribed Rate, calculated:
- (1) from and including the date of payment by the Buyer; and
- (2) up to, but excluding the date on which the money is repaid to the Buyer.

- 24.17 Legal cost on termination**
Where the Termination Party terminates the Contract as a result of:

- (a) the default of; or
 - (b) the repudiation by,
- the Terminated Party, the Terminated Party must pay to the Termination Party all legal costs incurred by the Termination Party in respect to the termination of the Contract arising from the default of the Terminated Party or the repudiation of the Contract by the Terminated Party.

24.18 Rule in *Bain v Fothergill* excluded

The rule of law known as the rule in *Bain v Fothergill*, which limits the damages recoverable from a Seller incapable of making good title, does not apply to the Contract.

25 General

25.1 Arbitration

If anything in relation to the Contract is to be determined by arbitration, the following apply.

- (a) The arbitrator is to be a person jointly appointed by the parties, or, if they cannot agree, by the President of the Real Estate Institute of Western Australia (Inc) at the request of either party.
- (b) The Commercial Arbitration Act 1985 (WA) applies.
- (c) A Party may be represented by a Legal Practitioner at any arbitration proceedings.

25.2 Contract takes priority

If there is a provision in the Contract which is inconsistent with a provision of this document, the provision in the Contract takes priority to the extent necessary to remove the inconsistency.

25.3 No merger

Insofar as any obligation under the Contract remains to be complied with after Settlement, that obligation and the relevant provisions relating to that obligation will survive Settlement and continue to be enforceable despite Settlement having taken place.

26 Definition and Interpretation

26.1 Definition

In this document, unless the context otherwise requires, the following words and expressions have the following meanings.

Access Device means:

- (a) each key and security device which enables access to the Property; and
 - (b) written details of each code which applies in respect to:
 - (1) any security system applicable to; or
 - (2) which enables access to,
- the Property.

Act means an Act of Parliament.

Assessment means an assessment issued by State Revenue of the amount of Duty payable on the Contract.

Authority means any governmental, statutory or other public body or authority including a local government.

Bank Cheque means a cheque drawn on itself by a Financial Institution.

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia.

Buyer means each person so specified in the Contract.

Capital Works Deduction means a deduction allowed under Division 43 of the Income Tax Act.

Certificate of Duty means the State Revenue Certificate of payment of Duty generated through Revenue Online.

Certificate of Title means the original Certificate of Title for the Land held by Landgate.

Commissioner of State Revenue means the Commissioner of State Revenue specified in section 6 of the Taxation Administration Act 2002 (WA).

Contaminated Sites Act means the Contaminated Sites Act 2003 (WA).

Contaminated Site Memorial means a Memorial lodged against a Certificate of Title for the Land recording that the Land is a Remediated Site.

Contract means the contract between the Seller and the Buyer in which this document is incorporated and includes this document.

Contract Date means the date on which the last Party to sign the Contract signs it.

Corporations Act means the Corporations Act 2001 (Commonwealth).

Crown Reservation means any of:

- (a) a reservation as defined in Section 3(1) of the Land Administration Act;
 - (b) a covenant registered in accordance with Section 15 of the Land Administration Act;
 - (c) a limitation, interest, encumbrance or notification recorded on a transfer of crown land in fee simple in accordance with the Land Administration Act; and
 - (d) a reservation or clause contained in the Crown Grant of the Land.
- Default Notice** means a notice which:

- (a) specifies the default of a Party under the Contract;
- (b) requires the Party in default to remedy the default;
- (c) within 10 Business Days after the date the notice is duly given or;
- (d) within any longer period specified in the Notice; or
- (e) if the Contract is a Terms Contract, within the time specified in Section 6(2) of the Sale of Land Act.

Default Party means a Party who the Non Default Party contends is in default under the Contract.

Deposit means money paid or payable under the Contract, as a deposit.

Deposit Claimant means a Party who issues a Deposit Holder Notice.

Deposit Financial Institution means a Financial Institution with which, if applicable:

- (a) the Seller Agent is authorised to invest trust money in accordance with the Real Estate Act;
- (b) the Seller Representative, being a Legal Practitioner, is authorised to invest trust moneys in accordance with the Legal Practitioners Act; and
- (c) the Seller Representative, being a Settlement Agent, is authorised to invest trust moneys in accordance with the Settlement Agents Act.

Deposit Holder means as applicable:

- (a) the Seller Agent or the Seller Representative to whom the Deposit is paid; and
- (b) where clause 1.3(b) applies - the solicitor, Real Estate Agent or Settlement Agent who holds the Deposit.

Deposit Holder Notice means a Notice from the Deposit Claimant that:

- (a) specifies the Contract has been terminated;
- (b) states the basis on which it is contended that the Contract has been terminated;
- (c) states that the Deposit Holder is required to pay the Deposit to the Deposit Claimant; and
- (d) that if the Deposit Respondent disputes that:
 - (1) the Contract has been terminated; or
 - (2) the Deposit should be paid to the Deposit Claimant,

states that the Deposit Respondent must give Notice to the Deposit Claimant and the Deposit Holder within 5 Business Days of service of the Deposit Holder Notice as specified in clause 1.2.

Deposit Respondent means the party who is not the Deposit Claimant.

Depreciating Asset means an asset as defined in the Income Tax Act, except for an asset which attracts a Capital Works Deduction.

Depreciable Item means an item which is subject to depreciation under the Income Tax Act.

Dollars and \$ means Australian dollars.

Duplicate Certificate of Title means the duplicate of the Certificate of Title for the Land issued by Landgate.

Dutiable Value has the same meaning as dutiable value in section 9 of the Duties Act.

Duties Act means the Duties Act 2008 (WA).

Duty means duty payable under the Duties Act.

Duty Endorsed means an endorsement that:

- (a) Duty has been paid on the Contract or the Transfer; or
- (b) if applicable, the Contract and the Transfer are exempt from Duty, and in particular has the same meaning as duty endorsed as defined in the Duties Act.

Electricity Extension Scheme means the scheme established by Western Power known as the Contributory Extension Scheme under which Western Power agreed to construct an extension to the electricity supply to supply electricity to the Property.

Electricity Scheme Agreement means:

- (a) the agreement entered into with Western Power under which electricity was provided to the Property under the Electricity Extension Scheme; and
- (b) includes, if applicable, the agreement between the Seller and Western Power under which the Seller assumed the obligations of a former owner of the Property under an agreement as specified in subclause (a).

Encumbrance means a mortgage, easement, restrictive covenant, Title Restriction, caveat, Memorial and Rate Encumbrance and includes any right and interest which a person has in relation to the Property.

Financial Institution means a financial institution as defined in Section 3 of the Cheques Act 1986 (Commonwealth).

Financial Year means each period commencing on 1 July in a year and ending on 30 June in the next succeeding year.

Future Rate Outgoing means an Outgoing:

- (a) in respect to the Land; and
- (b) for which, as at Settlement an assessment has not been issued by an Authority in respect to the Financial Year where an Outgoing is liable to be adjusted at Settlement under the Contract.

GST means the goods and services tax payable under the GST Act

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)

In Order for Dealing means that the Subdivision Plan has been initiated by an Inspector:

- (a) as being in order for dealing; and
- (b) in particular, as in order to enable the issue of a separate Certificate of Title for the Lot.

Income Tax Act means:

- (a) the Income Tax Assessment Act 1936 (Commonwealth); and
- (b) the Income Tax Assessment Act 1997 (Commonwealth).

Inspector means an officer of Landgate authorised to sign a Subdivision Plan as being in Order for Dealing.

Instalment means any money paid by the Buyer under the Contract in excess of the Deposit.

Instituted means in relation to court proceedings, that:

- (a) a Party has commenced proceedings in a court; and
- (b) the originating process which commences those proceedings, has been served on the other Party.

Insurance Act means the Insurance Act 1973 (Commonwealth).

Interest Amount means the amount specified in the Interest Notice.

Interest Notice means a notice from the Interest Party to the Interest Default Party in which the Interest Party claims interest or compensation from the Interest Default Party under clause 4.6.

Interest Party means a party who claims to be entitled to interest or compensation under clause 4.1 to 4.5.

Interest Default Party means the party who the Interest Party claims is liable to pay interest or compensation under clause 4.1 to 4.5.

Land means the land which the Seller has agreed to sell to the Buyer including all improvements and other fixed improvements on that land.

Land Administration Act means the Land Administration Act 1997 (WA).

Landgate means the Western Australian Land Information Authority established under the Western Australian Land Information Act 1992 (WA).

Land Tax means land tax payable under the Land Tax Act and includes, where applicable, Metropolitan Region Improvement Tax.

Land Tax Act means the Land Tax Act 2002 (WA).

Lease means a lease or tenancy agreement in respect to the Property.

Legal Practitioner means an Australian legal practitioner as defined in the Legal Profession Act.

Legal Profession Act means the Legal Profession Act 2008 (WA).

Loss means a claim, judgement, order, financial loss, damages and costs.

Lot has the same meaning as the definition of lot in the Planning and Development Act.

Margin Scheme means the scheme described in Division 75 of the GST Act as the margin scheme.

Memorial means a Memorial lodged under an Act.

Metropolitan Region Improvement Tax means Metropolitan Region Improvement Tax as defined in the Metropolitan Region Improvement Tax Act 1959 (WA).

Non Default Party means a Party who contends that another Party is in default under the Contract.

Notice means a notice as specified in clause 21.1.

Original Land means the land of which the Lot forms part.

Outgoing means:

- (a) all rates, taxes, charges (including fixed charges) and other similar expenses payable in relation to the Property (whether periodically or not); and

- (b) if the Land or any part is a Strata Lot:

- (1) each Strata Contribution; and
- (2) any money payable periodically under a lease, licence or other agreement referred to in clause 10.7.

but does not include a tax specified in the Income Tax Act, GST, Duty and Stamp Duty

Party means, as the case requires, either the Seller or the Buyer, or both the Seller and the Buyer.

Payment Party means the Party who is liable to pay damages or other money to the Successful Party arising from default under the Contract.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

Planning and Development Act means the Planning and Development Act 2005 (WA).

Planning Commission means the Western Australian Planning Commission.

Possession Date means the date the Buyer is entitled to possession under clause 6.1.

Prescribed Rate means 9% per annum calculated on a daily basis.

Property means the Land and the Property Chattels.

Property Chattels means all items of property, except the Land and anything which forms part of the Land, which the Seller has agreed to sell

to the Buyer under the Contract.

Property Condition Report means a report prepared by a Real Estate Agent or other person which records the condition of the premises the subject of a Lease;

- (a) as at the date of commencement of that Lease; or

- (b) at any time after the commencement of the Lease.

Proposed Strata Lot means a lot on a Strata Plan which on the Contract Date has not been registered at Landgate.

Purchase Price means the price payable for Property stipulated in the Contract.

Rate Encumbrance means a charge:

- (a) created over the Land by an Act; and

- (b) which:

- (1) arises from an Unpaid Rate Outgoing; or

- (2) will arise from a Future Rate Outgoing.

Real Estate Act means the Real Estate and Business Agents Act 1978 (WA).

Real Estate Agent means a person who is:

- (a) defined in the Real Estate Act as a real estate agent; and

- (b) is licensed as a real estate agent under the Real Estate Act.

Remediated Site means the Land has been classified under the Contaminated Sites Act as "remediated for restricted use".

Remediated Site Memorial means a Memorial lodged against the Land under the Contaminated Sites Act which classifies the Land under the Contaminated Sites Act as:

"remediated for restricted use".

Rent means rent and other money payable by a Tenant under a Lease.

Rent Period means each period under the Lease in respect to which the Tenant is required to pay Rent.

Representative means a person who is either a Legal Practitioner or a Settlement Agent and who has been appointed to act for a party in relation to Settlement.

Restricted Use means the restriction on the use of the Land imposed under the Contaminated Sites Act.

Revenue Online also known as ROL means the system developed by State Revenue which enables Duty to be assessed and paid electronically.

Sale of Land Act means the Sale of Land Act 1970 (WA).

Section 47(3) Strata Notice means a notice concerning the purpose of and the amount of expenditure proposed for the Strata Company as specified in Section 47(3) of the Strata Titles Act.

Seller means each person so specified in the Contract.

Seller Agent means a Real Estate Agent appointed to act on behalf of the Seller in respect to the sale of the Property.

Settlement means the completion of the sale and purchase of the Property in accordance with clause 3.

Settlement Agent means a person licensed as a settlement agent under the Settlement Agents Act.

Settlement Agents Act means the Settlement Agents Act 1981 (WA).

Settlement Date means the date each Party must complete Settlement:

- (a) under clause 3.5; and

- (b) any other relevant provision of this document or of the Contract.

Specified Encumbrance means an Encumbrance specified in the Contract subject to which the Property will be transferred.

Stamp Act means the Stamp Act 1921 (WA).

Stamp Duty means stamp duty assessed and payable under the Stamp Act.

State means the State of Western Australia.

State Administrative Tribunal means the Tribunal known as the State Administrative Tribunal established by the State Administrative Tribunal Act 2004 (WA).

State Revenue means the office established by the Commissioner of State Revenue and known as the Office of State Revenue.

Strata Company means the strata company as defined in the Strata Titles Act which applies in respect to the Strata Lot.

Strata Contribution means:

- (a) a Strata Regular Contribution; and

- (b) a Strata Special Contribution.

Strata Lot means the lot as defined in the Strata Titles Act the subject of the Contract.

Strata Plan means a strata plan or survey-strata plan as defined in the Strata Titles Act where:

- (a) in the case of a Strata Lot, the strata plan or survey-strata plan has been registered at Landgate; or

- (b) in the case of a Proposed Strata Lot, the strata plan or survey-strata plan has not been registered at Landgate.

Strata Regular Contribution means the normal and regular contribution levied by the Strata Company under Section 36(1)(a) of the Strata Titles Act

to the registered proprietor in respect of the Strata Lot in relation to:

- (a) the control and management of the common property;
- (b) the payment of any premiums of insurance; and
- (c) the discharge of any other obligation of the Strata Company.

Strata Regulations means the Strata Titles General Regulations 1996.

Strata Scheme means the strata scheme as defined in the Strata Titles Act which applies in respect to the lots and common property which form part of the Strata Plan.

Strata Special Contribution means a contribution levied by the Strata Company under Section 36(2) of the Strata Titles Act in respect to the registered proprietor of the Strata Lot for a reserve fund for the purpose of accumulating funds to meet:

- (a) contingent expenses other than those of a routine nature; and
- (b) other major expenses of the Strata Company likely to arise in the future.

Strata Title Referee means the referee as specified in the Strata Titles Act before the coming into operation of:

- (a) the State Administrative Tribunal (Conferral of Jurisdiction) Amendment and Repeal Act 2004 (WA); and
- (c) the State Administrative Tribunal Act 2004 (WA).

Strata Titles Act means the Strata Titles Act 1985 (WA).

Subdivision Lot means the Lot which is not a Lot as defined in the Planning and Development Act or a Proposed Strata Lot and which is:

- (a) the subject of the Contract; and
- (b) described in the Contract.

Subdivision Land means the land which at the commencement of the Financial Year in which the Possession Date or Settlement occurs:

- (a) includes the Land; and
- (b) from which, following subdivision, the Land is created as a separate Lot.

Subdivision Plan means a deposited plan which includes the Lot including if applicable, a Strata Plan which includes the Proposed Strata Lot.

Successful Party means the party who is entitled to damages or other money from another party arising from default under the Contract.

Tax Invoice includes any document or record treated by the Commissioner of Taxation for GST purposes:

- (a) as a tax invoice; or
- (b) as a document entitling a recipient to an input tax credit.

Tenant means a person who is a tenant or lessee under a Lease.

Tenant Bond means:

- (a) money paid by the Tenant as a bond in respect to each obligation of the Tenant under a Lease; and
- (b) any other security provided by the Tenant under a Lease as security for each obligation of the Tenant under the Lease.

Terminated Party means the Seller or the Buyer who is not the Termination Party.

Termination Party means the Seller or the Buyer who has terminated the Contract as a result of the default of the Terminated Party under the Contract or the repudiation by the Terminated Party of the Contract.

Terms Contract means a terms contract as defined in the Sale of Land Act.

Title Notification means:

- (a) any notification under Section 70A of the Transfer of Land Act; or
- (b) any notification under Section 165 of the Planning and Development Act, and which applies in respect to the Land.

Title Restriction means a Crown Reservation and a Title Notification.

Transaction Summary means the summary generated through Revenue Online which specifies:

- (a) the date the Contract was lodged on Revenue Online;
- (b) the Dutiable Value;
- (c) the date of assessment; and
- (d) the Duty assessed.

Transfer means the instrument required to transfer the Land to the Buyer in a form acceptable for registration by Landgate, subject to signing by all parties.

Transfer of Land Act means the Transfer of Land Act 1893 (WA).

Underground Power Rate means the charge, rate or other payment required from the owner of the Property by an Authority in relation to the provision of underground power.

Unpaid Rate Outgoing means an Outgoing in respect to the Land which, as at Settlement, is:

- (a) the subject of an assessment by an Authority; and
- (b) unpaid,

and is required to be adjusted under the Contract in relation to the Financial Year in which Settlement takes place.

Water Corporation means the statutory body corporate established under the Water Corporation Act 1995 (WA).

Western Power means the statutory body corporate known as Western Power established under the Electricity Corporation Act 1994 (WA).

- 26.2 Strata Titles Act**
Words which:
- (a) are not defined in clause 26.1; but
 - (b) are defined in the Strata Titles Act,
- have the meaning given in the Strata Titles Act.
- 26.3 GST Act**
Words which:
- (a) are not defined in clause 26.1; but
 - (b) are defined in the GST Act,
- have the meaning given in the GST Act.
- 26.4 Citation – 2011 General Conditions**
This Joint Form of General Conditions for the Sale of Land 2011 Revision may be cited as the "2011 General Conditions".
- 26.5 Interpretation**
In this document and the Contract, unless the context otherwise requires, the following applies.
- (a) The Seller and the Buyer must:
 - (1) each comply with each obligation of the Seller and the Buyer under the Contract; and
 - (2) not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the other.
 - (b) Subject to subclause (a), each reference to the Seller and the Buyer includes as applicable:
 - (1) the successors of a company or corporation; and
 - (2) each legal personal representative of the Seller and the Buyer.
 - (c) Reference to an Authority includes a reference to:
 - (1) an officer of that Authority; and
 - (2) any other Authority and any officer of that other Authority, which performs the same or a similar function to the Authority.
 - (d) Reference to a thing includes the whole and any part of that thing.
 - (e) Reference to the singular includes the plural and vice versa.
 - (f) Headings to clauses will not affect the interpretation of the Contract or this document.
 - (g) Where the Buyer or the Seller and any other person who is a Party consists of more than one person, then each of the two or more persons are liable both jointly and severally.
 - (h) Reference to a person includes reference to:
 - (1) a natural person;
 - (2) a company; and
 - (3) a body corporate constituted under any Act.
 - (i) If something must be done by or on a day which is not a Business Day, the day by or on which that thing must be done is the next Business Day.
 - (j) Where a period of time is required to be calculated from or after a specific day, or after or from a day on which a specific event occurs, that day must not be included in the period.
 - (k) Where a period of time is expressed to expire on or continue until a specified date, that date is included in the period.
 - (l) All warranties and representations continue to have effect after Settlement.
 - (m) Reference to being entitled to possession of the Property includes being entitled to Rent from the Property.
 - (n) Reference to a document being signed or to a Party being obliged to sign a document, will be treated as requiring that the document be:
 - (1) executed by a company or body corporate; or
 - (2) signed by a natural person,
 in a manner which is:
 - (3) legally effective; and
 - (4) if the document is required to be registered by Landgate, then in a manner acceptable for registration.
 - (o) Reference to an Act includes any change to that Act or, if the Act is repealed, the Act:
 - (1) replacing it; and
 - (2) all subsidiary legislation under that Act.
 - (p) Reference to a clause is a reference to a clause in this document.
 - (q) Reference to a subclause is a reference to a subclause in which the reference occurs.

JOINT FORM

This form of general conditions for the sale of land has been adopted jointly by The Law Society of Western Australia (Inc) and The Real Estate Institute of Western Australia (Inc). The copyright of these Conditions is the joint property of The Law Society of Western Australia (Inc) (The Society) and The Real Estate Institute of Western Australia (Inc) (REIWA) and neither the form nor any part of it may be used or reproduced without the consent of the Society and REIWA.

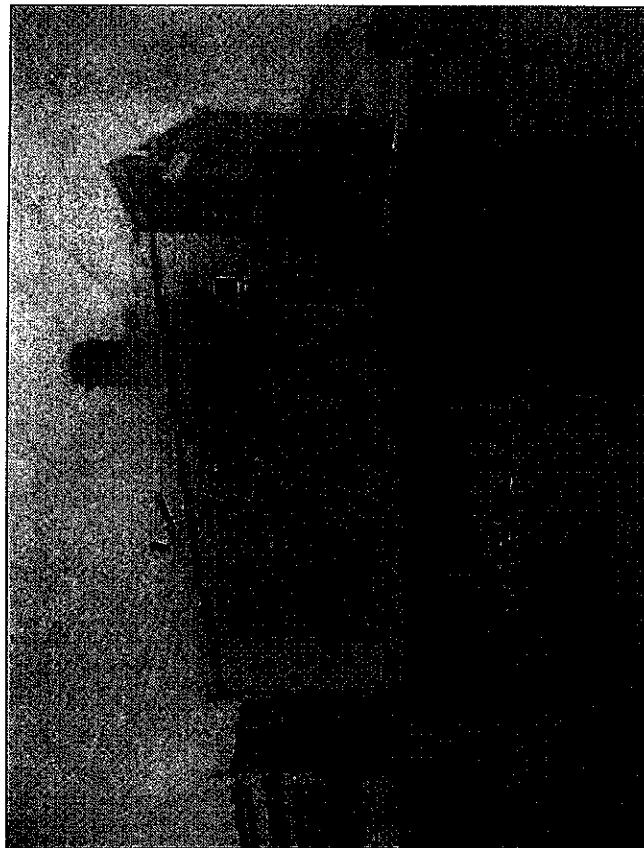
03/11

Annexure 3 – Agreed Concept Plans



DOME OFFICES AUSTRALIA
219 - 231 RAILWAY PARADE, MANDALAY PERTH WA 6051
TEL: (08) 9438 2000 FAX: (08) 9438 2013
WWW.DOMEAUSTRALIA.COM.AU

PROJECT: KATANNING MILL
for DOME CAFE & INN
CONCEPT DEVELOPMENT

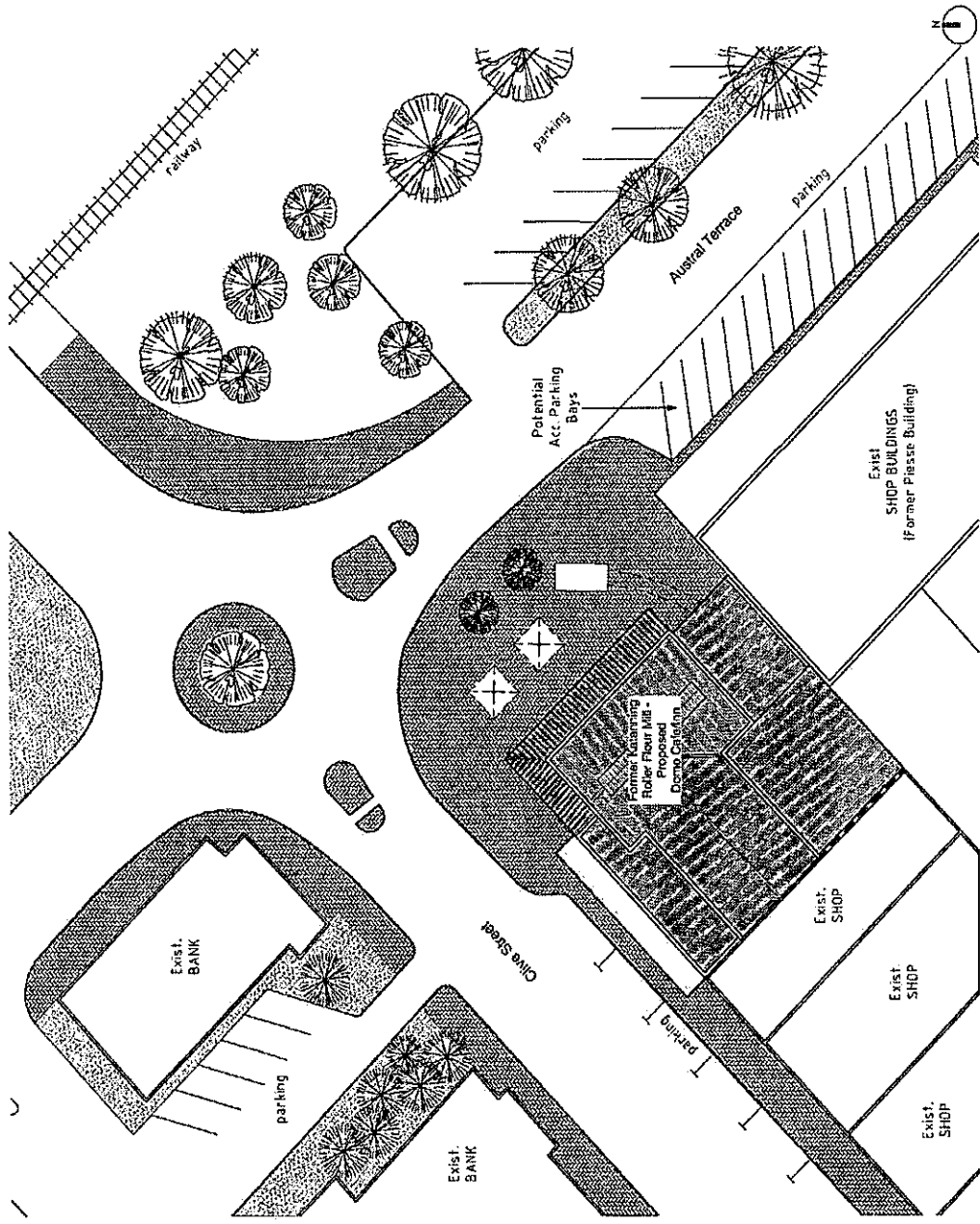


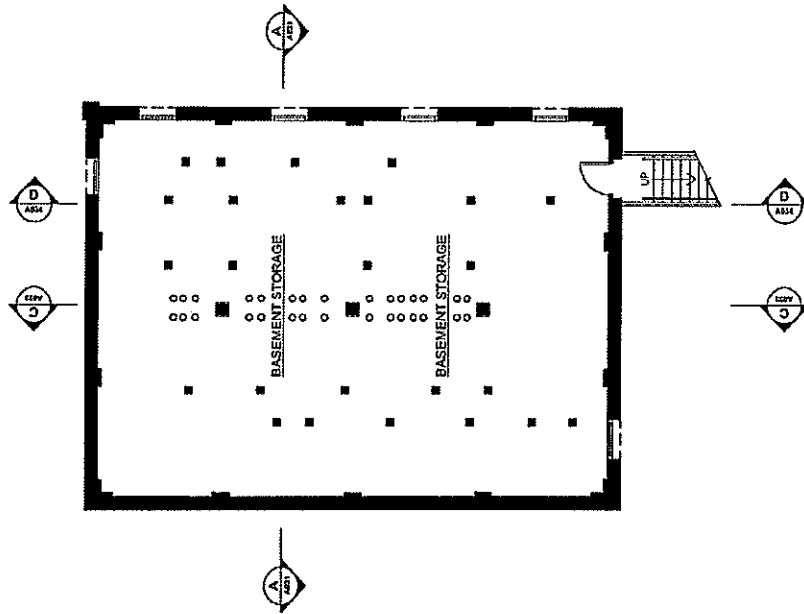


DOME COTTLES AUSTRALIA
 219 - 221 BAKER STREET, PERTH, WA 6001
 P.O. BOX 100, INLAND RD, WA 6022
 PHONE (08) 9336 3099 FAX (08) 9336 3283

PROJECT: KATANNING MILL
 DOME CAFE & INN
 CONCEPT DEVELOPMENT
 SITE PLAN

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1304E OFFICE AUSTRALIA
218 - 221 MAINWAY PARK AUSTRALIA PERTH WA 6003
P.O. BOX 892, INGLEWOOD PERTH WA 6122
PHONE (08) 938 3087 FACSIMILE (08) 938 3283

Project KATANNING MILL

for DOME CAFE & INN

CONCEPT DEVELOPMENT

FLOOR PLAN - BASEMENT

DATE: 18/09/13

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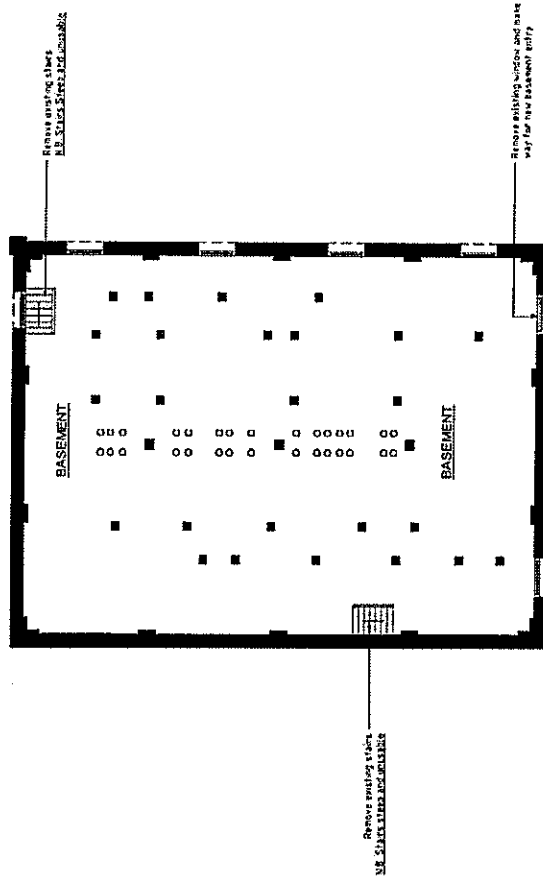
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105
your planning
level: 3



DOME OFFICES AUSTRALIA
219 - 221 RAILWAY PARADE, KATANNING PORT, WA 6061
PHONE (08) 9381 3099 FAX (08) 9381 3093

PROJECT: KATANNING MILL

NO: DOME CAFE & INN

CONCEPT DEVELOPMENT

DEMOLITION PLAN - BASEMENT

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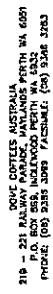
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BY: DS

REVISION:

105

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project

KATANNING MILL
DOVE CAVE & INN

FOR DOME CARE & INJURY CONCEPT DEVELOPMENT

DEMOLITION PLAN - GROUND FLOOR

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Project:

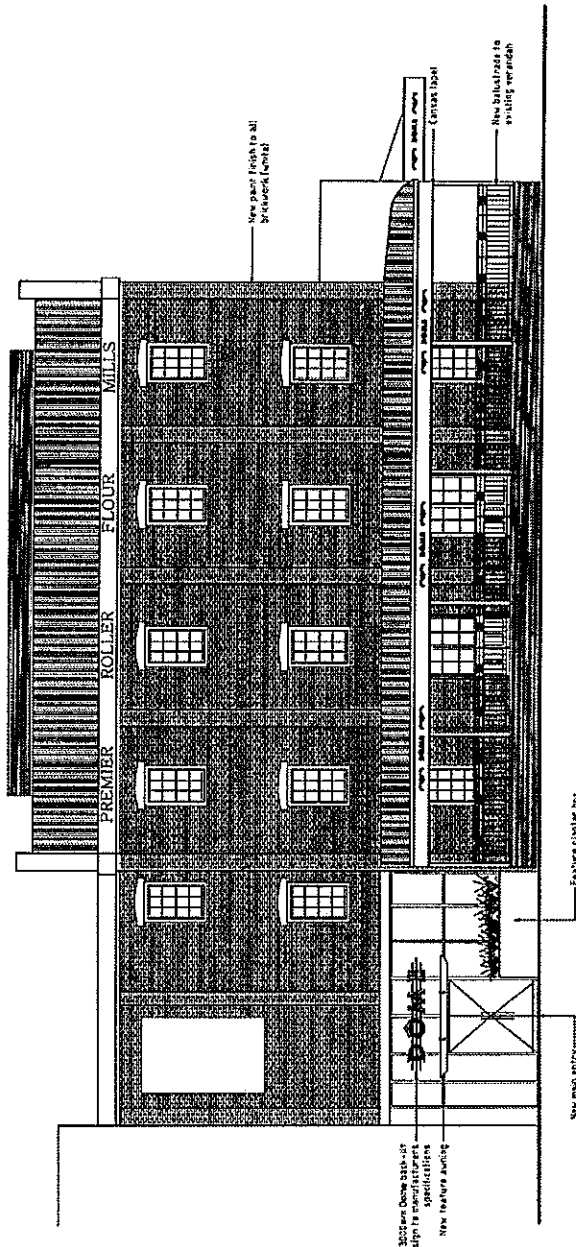
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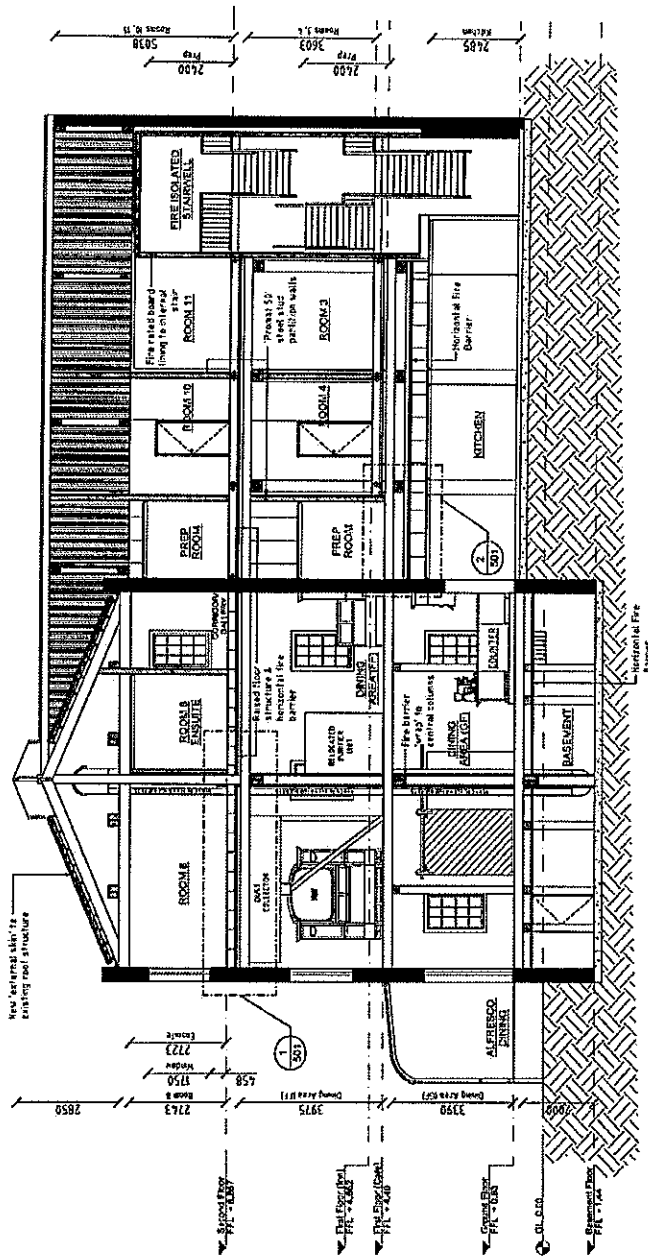




DOME CONCEPTS AUSTRALIA
 215 - 211 RAILWAY PARADE, WATKINS POINT WA 8051
 P.O. BOX 809, INGLEWOOD PERTH WA 8052
 PHONE: (08) 9388 3389 FAX: (08) 9388 3383

Project: KATANNING MILL
 For: DOME CAFE & INN
 Concept Development
 AUSTRAL TERRACE ELEVATION

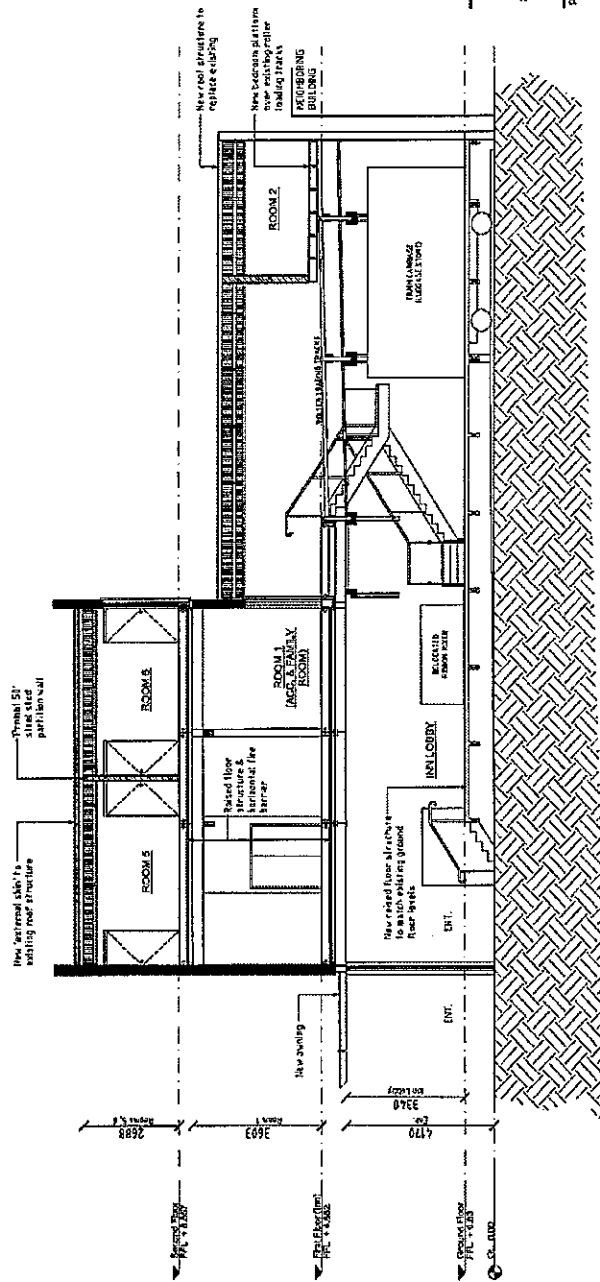
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DOMIC SERVICES, AUSTRALIA
 218 - 221 RAILWAY PARADE, AUSTRALIA NORTH WA 6001
 P.O. BOX 289, INGLEWOOD PERTH WA 6152
 PHONE (08) 9386 3696 FACSIMILE (08) 9386 3183

PROJECT: KATANNING MILL
 FOR: DOME CAFE & INN
 CONCEPT DEVELOPMENT
 SECTION AA - PROPOSED

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 CHECKED BY: DS
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 REVISION: 1



DOME CATTLE STATION
 210 - 221 BAYVIEW AVENUE, BAYVIEW WA 6001
 P.O. BOX 880, BAYVIEW WA 6001
 PHONE (08) 9486 3000 FAX (08) 9486 3003

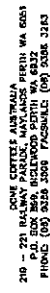
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 FOR: DOME CAFE & INN
 CONCEPT DEVELOPMENT
 SECTION BB - PROPOSED

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Project: **KATANNING MILL
DOME CAFE & INN
CONCEPT DEVELOPMENT
SECTION CC - PROPOSED**

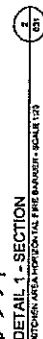
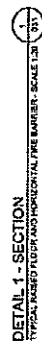
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REVISED



project: **KATANNING MILL
DOME CAFE & INN
CONCEPT DEVELOPMENT
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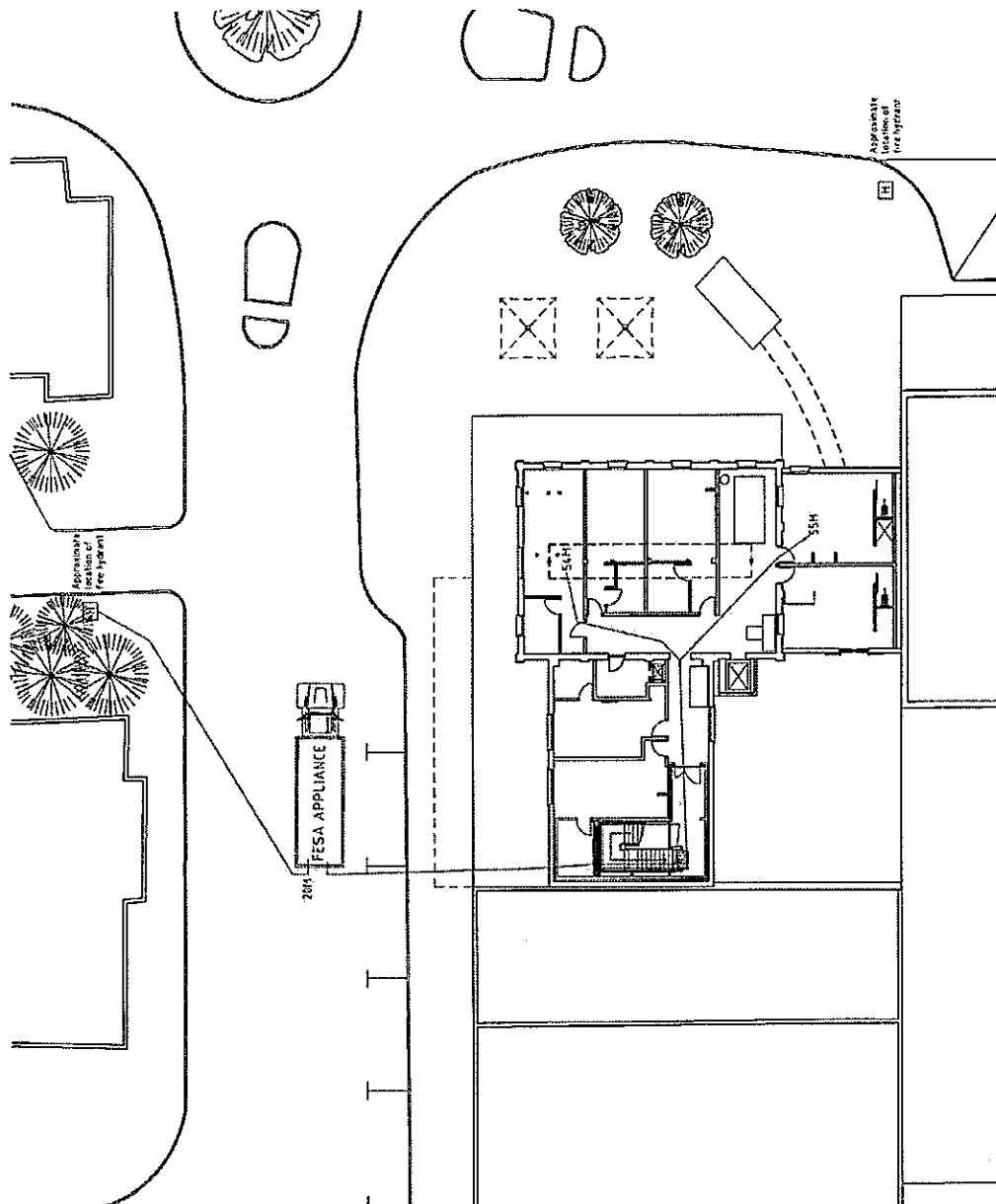




DOME COFFERS AUSTRALIA
 219 - 221 RAILWAY PARADE, MANTLANDS PERTH WA 6051
 P.O. BOX 697, INGLEWOOD PERTH WA 6932
 PHONE: (08) 9356 3099 FACSIMILE: (08) 9356 3203

project: **KATANING MILL
DOME CAFE & INN
CONCEPT DEVELOPMENT
DETAILS**

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 revision: 0



DOME COFFEES AUSTRALIA
210 - 251 A STREET NORTH WEST PERTH WA 6051
P.O. BOX 600, POLLOCK PT WA 6033
PHONE: (08) 9481 3095 (AUSTRALIA) 08 9481 3283

PROJECT: KATANNING MILL

FOR: DOME CAFE & INN

HYDRANT TO 'WORST CASE SCENARIO'

DATE: 08/10/13

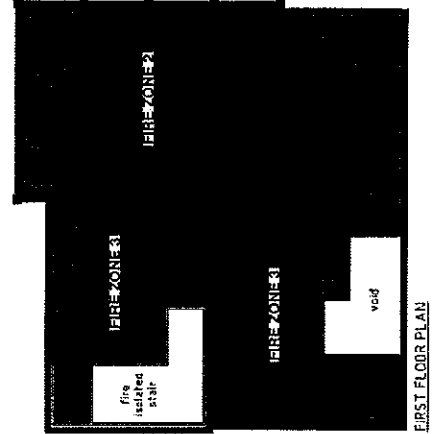
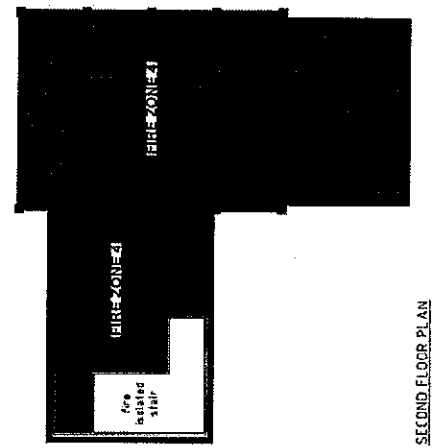
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DESIGNED BY: DS

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REVISION: 0



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DEWEY

COME COFFEES AUSTRALIA
218 - 221 RAILWAY PARADE, MAYLANDS NORTH WA 6051
P.O. BOX 809, INGLEWOOD NORTH WA 6332
PHONE (08) 9358 3059 FACSIMILE (08) 9388 3263

PROJECT: **KATANNING MILL
DOME CAFE & INN
CONCEPT DEVELOPMENT
FIRE COMPARTMENTS**

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 2m
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 drawn by: CS
 rev: 001





Annual Report



Shire of Katanning
16 – 24 Austral Terrace
PO Box 130
Katanning WA 6317
Ph: 9821 9999
Fax: 9821 9998



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Katanning Profile

Katanning is located in the Upper Great Southern and is at the heart of one of the most productive agricultural regions in Western Australia. Katanning is situated 2 ½ hours south of Perth and under 2 hours north of Albany. Katanning is a regional centre and coupled with another seven Local Governments that lie within a 70km radius of the town provides services to a combined population of approximately 12,500.

The Shire is encouraging economic development and fostering growth as part of the State Governments SuperTown Project. The agricultural sector supports more than 400 businesses in Katanning, and the commercial sector includes retail, wholesale and a large range of service industries. The Australian Bureau of Statistics lists Katanning as one of the most rapidly growing inland centres and, with continued government support, it is forecast that over the next 20 years Katanning can grow from a population of 5,000 to 15,000 which is well above state average.

The State Government recognises Katanning is the home of a range of businesses that already deliver excellent services to agriculture and thus has great promise to support growth in this area an area of Agricultural Excellence with the potential to develop as a Meat Precinct to be developed to supply met produces to the growing Asian markets. The Western Australian Meat Marketing Co-operative (WAMMCO) operates an internationally acclaimed Halal Abattoir which employs up to 340 full time workers. The new Katanning Regional Sheep Saleyard, that opened on 28 May 2014, is one of the largest facilities of its type in the country drawing livestock from across the south west land division is providing improved facilities for producers, buyers, agents and livestock reinforcing Katanning's premier position in the industry.

With a mixture of urban and rural life, Katanning has many highly desirable characteristics that will ensure it remains a vibrant and prosperous regional centre. Katanning prides itself on its multicultural diversity and is widely recognised as a community where residents enjoy a well-developed cultural and heritage lifestyle. People from many countries around the world have settled in Katanning and this enhances the diverse and rich cultural fabric that makes Katanning such a vibrant place to live.

Katanning is the regional centre of the Upper Great Southern District and provides quality facilities to residents from neighbouring towns such as Broomehill-Tambellup, Kojonup, Woodanilling, Wagin, Dumbleyung, Gnowangerup and Nyabing.

SHIRE OF KATANNING ANNUAL REPORT 2014-15

CURRENT STATISTICS

Population:	4,407 (ABS estimate 2013)
Area:	1,523km ²
Length of sealed roads:	255km
Length of unsealed roads:	529km
Number of Dwellings:	2,145
No. of Shire Employees:	60 Full Time Equivalent
Educational Institutions:	2 Kindergartens, 3 primary schools, senior high school, Great Southern Institute of Technology (Tertiary) and 2 education support centres (including special care).
Facilities	Hospital and medical centre, community health centre, childcare centre, youth centre, recreation centre, aquatic centre including an Olympic sized swimming pool, various sports clubs including golf, tennis, and gymnastics, aged care accommodation, community resource centre, police, fire and St John ambulance services, parks, the National Broadband Hub.
Industry and Employment	Katanning Regional Sheep Saleyards, abattoir meat processing; CBH, hospitality; education; agribusiness services; transport and logistics; housing and construction; retail services; vibrant small business community.
Churches	Anglican, Baptist, Catholic, Foursquare, Jehovah's Witness, Lutheran, Muslim Mosque, Seventh Day Adventist, Uniting, Wesleyan Methodist.
Retail and Commercial	Supermarkets, speciality shops, pharmacy, banks, bakeries, butcher (including Halal), news/lotto agency, agricultural supplies, clothing, hardware.
Hospitality	Hotels, motels; bed & breakfast; caravan park, camping grounds, cafes, restaurants, bars, takeaway food outlets.
Transport	Road, Freight Rail, bus services, airstrip.

Community Vision

Our Vision

‘Together, we’re Building Katanning’s Future’

Community Vision

In partnership with Council the community has developed a clear and powerful vision to build the future of Katanning based on an evolution of growth and progression. The future Katanning will;

Achieve a population of 15,000 by embracing it’s aboriginal, agricultural, multicultural and built heritage as it moves forward as a cohesive community seeking investment in economic, environmental and social infrastructure.

Our aim is to achieve self-supporting growth and recognition as the inland heart of the Great Southern

Our Mission

Providing leadership to our community to facilitate the future sustainable development of our Shire

Actively conserving and promoting the Shire’s heritage

Protecting our natural environment for future generations

Improving our lifestyle and well-being through increased recreational and leisure opportunities for all residents, with a focus on safety and security

Strengthening our economy through the continued support of existing businesses and exploring opportunities for the expansion of our business base

Progressing our community through the celebration of our diversity



Message from the Shire President

It is my pleasure to present the Shire of Katanning 2014/15 Annual Report and the 2014/15 Annual Financial Report.

The Shire of Katanning has undertaken, and continues to implement, some major projects that have not only transformed our local community but developed and provided opportunities to the local and regional economy of the Great Southern.

Saleyards

The new Katanning Regional Sheep Saleyards was opened on 28 May 2014 by the WA Premier, Hon. Colin Barnett MLA and thus the saleyards celebrated its 1st birthday late in the financial year.

Contributions from both State (\$17 million) and Federal Government (\$7.42 million) enabled the Shire of Katanning to build a world class facility for the community and the region which since its opening has seen almost 850,000 sheep sold through it. The community of Katanning and the surrounding region should be very proud of the achievements and recognition that the Saleyards project has brought to our Shire and the economic benefits that it will continue to bring.



Katanning Saleyards

Piesse Lake

The creation of the water body at Piesse Lake was a component of the larger Saleyards project and is funded by that project. The saleyards has the capacity to capture up to 54 million litres of rainwater each year; some of this water will be used in the facility and some will be lost to evaporation but it is estimated that between 25 and 30 million litres will be available for other uses. The development of the Piesse Park area has been identified as a high priority in the Shire's Local Planning Strategy. The development of a large lake in the centre of the park is a huge opportunity for the community of Katanning and there was much interest as the earthworks progressed through last summer. The waterbody area has been completed and the geosynthetic clay liner (GCL) installed which has thus captured direct rainfall through the winter. During the summer the waterbody area was drained to allow for concrete shoring up of the island and the installation of concrete walls and the attachment of the GCL to them to complete the lake's

construction. While the island was completed the work on the walls was delayed but did commence around the north-western reed bed late in the year. It is expected that this work will be finalised by the end of the coming summer. The development has already changed the appearance of the degraded waterways and surrounds that previously existed. The lake will be filled by harvesting rainwater from street run-off and as the water in the lake evaporates during summer the water captured at the saleyards will be used to maintain the level of the lake to provide a permanent water body in the centre of what should become the town's premier park.

The lake will be the centrepiece of the park and Council is hopeful that further grant funding applications will be successful and provide the funds for additional facilities to the park including walkways and cycleways etc; the area will be transformed from an underutilised space into a vibrant place which will be a pleasurable experience for individuals and family groups. Council has sought input as to what the community would like to see incorporated in the future development of the park and I encourage the community to continue to be involved in what will become the "jewel in the crown" of Katanning.

SuperTowns

Works to re-develop the streetscape of central Clive Street as part of the \$8.97m SuperTowns project funding the Shire of Katanning received through the Department of Regional Development progressed through the year and although at times disruptive, I am sure that the whole community will appreciate and enjoy it for many years to come. The confidence the State Government has in our town was further confirmed with the announcement of funding for stage 2 of the Streetscape, the Early Childhood Hub and the Regional Waste Site and this supports and promotes confidence in the private sector to similarly invest.

Heritage Precinct

Katanning is home to many heritage buildings that are a link to Katanning's history and have a role in our future. The SuperTowns project has allocated \$1.3m towards the development of a Heritage Precinct in Austral Terrace. Projects include the re-activation of the precinct by the siting of a new administration/civic centre and the refurbishment of the front part of the Katanning Unit Hotel that will be used as a business incubator.

Demolition of the rear of the Katanning Unit Hotel was completed in March 2015 following the re-roofing of the retained front part of the building which is the most historically valuable, and which will be restored and renovated to be utilised as a "Business Incubator" to provide an opportunity for fledgling businesses to start up in Katanning with only moderate costs. The site provided by the demolition will now be prepared for the Shire's new administration centre with its construction to begin before the end of 2015. The Shire's new civic centre, housing new Council Chambers and Reception/Meeting Rooms will then be constructed on the adjacent vacant block.

Council is contributing to works on the Old Mill that will ensure that the building is made water tight. These works include replacing the roof, restoring windows, doors and brickwork and undertaking modifications to the building to ensure that it complies with current building standards such as installing damp-proofing and fire protection. The Shire has been trying to attract a commercial operation into the building for many years so Council was very pleased that during the year negotiations with Dome Coffees Australia Pty Ltd (Dome) proceeded and resulted in an in-principle sale of the property. Dome will make a major investment to re-purpose the building as a Dome Inn that will provide the well-known café experience plus boutique accommodation.

The Dome proposal includes components of the majority of the Old Mill's historic equipment being incorporated and displayed throughout the building which will highlight its working past while providing the medium for a sustainable future. Council believes that restoring and re-purposing these historic buildings in this manner assisting in keeping Katanning's history for the current and future communities. Dome continued to progress and refine their plans through the year and it is expected that work on the building will commence late in 2015.

Town Centre Upgrade

The upgrade to the town centre is providing a much needed face lift. While the works have posed many challenges for the Shire and businesses alike, the project will see the transformation of the town centre into a more modern, aesthetically pleasing, vibrant and viable area. I was particularly pleased that the Shire was successful in receiving a grant of a further \$350,000 from the State Government to complete Stage 2 of the upgrade which is the section between Richardson Street and the railway line.

Town Square

A major highlight of the year was the finalisation of the Town Square which was the hub for many well attended events commencing with the "Light Up The Night" which wowed all those who attended. The Town Square is a culmination of community consultation and ideas throughout the project's design. I believe the whole town should be rightly proud of the relaxing, harmonious, central meeting place the Katanning community can now share. I hope everyone makes a point of spending some time there.



Roundabout

During the year the Shire worked with Main Roads WA to confirm approval for a major roundabout at the intersection of Clive Street and Great Southern Highway. The construction of

the roundabout was then undertaken in the last quarter of the year. During 2015/16 the Shire will now finalise arrangements for and install the landscaping components which will provide an arrival point that will slow traffic on the Great Southern Highway and will encourage drivers to pull off the main highway and into town. The project is expected to increase tourism and provide economic benefits through increased traffic accessing the central business district.

New Administration Building

Plans for the Shire's new administration centre continued to be developed during the year as major preparatory works were undertaken. The demolition of the rear part of the Unit Hotel was completed in March 2015 and this will provide the clear site for the administration building with the Civic Centre including reception and Council Chambers and Meeting/Function Room will occupy the adjoining vacant block.

The retained front section of the unit hotel was re-roofed during the year and substantial refurbishment works undertaken with the façade being restored to its former glory and will highlight the history of Katanning. Once completed that building will house a business incubator to enhance the economic and commercial aspects of the town.

The location of the new Shire Administration Centre will further enhance the central business district and assist in attracting further development of the heritage precinct as a commercial and viable business hub.

Multiculturalism

The Katanning Harmony Festival highlights the culture and contribution to community by Katanning's multicultural population. It continues to grow as a major regional event—and is well supported by local community groups; especially the culturally and linguistically diverse (CaLD) groups who contribute to the popular entertainment. Each year the festival attracts delegates from Government Departments keen to experience this unique community event. This year the event was re-located to the new Town Square and scheduled to co-incide with International Harmony Day. The Town Square and part closure of Clive Street provided a fabulous setting and amenity for the day which was well received by all who attended.

Shire staff work closely with the Department of Sport & Recreation, the Noongar Sports Association, the Office of Multicultural Interests and many community groups to continue to develop inclusive sport and leisure activities as a way of assisting newly arrived community members to integrate into our community.



Structural Reform

Council had representation on WALGA's Country Reform Working Group that was working on options for structural reform in regional Councils. Council was disappointed by the lack of outcome of the Metropolitan Structural Reform Process. Council will continue to engage with many of our neighbours on joint projects such as the redevelopment of the Katanning Town Hall

and Regional Waste Facility as well as sharing services such as the Ranger and Community Emergency Services roles.

Obstetrics

The Shire of Katanning is sometimes involved in issues that are not part of our charter. Throughout the year the Shire has continued to lobby hard and wide with the objective of the re-introduction of obstetrics services in the Katanning hospital. This objective was in mind when last year Council assisted the start-up of a second general practice in Katanning through the commitment of refurbishment funds. While that additional general practice has provide welcome services to the community it has not yet resulted in the attraction of the necessary quota of qualified doctors to see the re-commencement of obstetrics in the Katanning Hospital. It remains a major concern to council that the lack of an obstetrics service at the Katanning hospital continues to force mums and families to travel to coastal cities with the physical, emotional and financial disruption that it causes. Many families have very little capacity to deal the issues involved. Council will continue to lobby the W.A. Country Health Service and other stakeholders for the return of the service.

Thanks

Last year's community participation in the John Stanley, "Home Town, Clone Town, Ghost Town" community meetings and consultations fostered the creation of the Katanning Action Network (KAN) which is providing a valuable forum for volunteerism in our community. KAN has had a busy year and has developed and progressed ideas that that promise to enhance our community now and well into the future.

The year saw the departure of our CEO and Project Manager of both the Saleyards and SuperTowns projects, Dean Taylor. Without his enthusiasm, commitment and his supportive and knowledgeable staff these changes in Katanning would not have been possible. The time and effort that has been put into the projects and Katanning's future has been enormous and I thank Dean, the Acting CEO Andrew Holden and all those involved with the Shire, inside crew, outside crew, recreation, wherever they work, for their dedication, application and achievements during the year.

Reform of Local Government in the Metropolitan area is now, at least for the time being, off the agenda. The Shire of Katanning has been, and remains, a supporter of examining options for reform but regardless of the future of reform in the industry the Shire's solid financial leadership and enviable and robust financial position, will continue to support the growth and success of Katanning in future years.

A very busy year for the staff of the shire inevitably means that councillors are also kept very busy. I would like to thank all my fellow Councillors for their continued support and acknowledge the time that each of them has put into Council. Each of you continues to work generously and tirelessly for the benefit of the community and your commitment has been very much

appreciated by me. Special thanks must go to Deputy President Rob Godfrey, who has been fantastically supportive and active in the community, and to previous president, Richard Kowald, who continues to work on issues he commenced during his term as President - both Councillors have served the community particularly well. The executive officers and staff continue to provide excellent support to Council and the community with a high degree of skill and enthusiasm. I am indebted to you all for making the position of President both enjoyable and productive.

It has been an exciting time to be involved in Local Government and continues to be a very exciting time for Katanning. Katanning should be rightly proud of what it has achieved, what it continues to achieve, and the wider recognition those achievements continues to bring. I look forward to seeing the completion of more of the projects in the next few years as the transformation of Katanning continues. Katanning has plenty to be thankful for and I encourage the community to celebrate our successes.

Cr Alan McFarland

Shire President 2014/2015

Chief Executive Officer's Report

The changing face of Katanning continued in 2014/15 highlighted by the practical completion of most of stage 1 of the Streetscape Upgrade including our fabulous new Town Square.

Similarly to the approach the Shire took to constructing the saleyards wherever possible the materials used on the SuperTowns Streetscape Project have been sourced locally, or at least regionally, as has the labour with many of the employees that previously worked on the saleyards project also working on the streetscape project. In this way the funds the State Government has granted not only provided the community enhanced amenity but also the enhanced benefits that flow from the multiplier effect of that money being spent locally. As with the saleyards project the benefits of the Shire undertaking such a large project in Katanning should not be underestimated.

Over the past six years the Shire of Katanning has been very successful in obtaining funding for a wide range of projects. This success results directly from the effort and dedication of council's staff; without such quality and professional staff most of the projects now being undertaken in Katanning would not be possible and I thank them all, current and past.

I would also like to thank Councillors, for their support, enthusiasm and hard work. Ultimately it is Council working on behalf of the community that develops its Strategic Plans and direction. During the year Council reviewed and enhanced its Strategic Planning, including the adoption of the Local Planning Strategy, a new draft Local Planning Scheme and commenced the development of a number of structure plans for Katanning. I trust the community recognises the time and effort that their councillors put into their job for the benefit of the community.

Finally, I would like to offer special thanks to all those community members, volunteers and residents who have made a contribution to our town over the last 12 months. Your involvement and contribution of time, knowledge, and ideas has been invaluable and I believe the formation of the Katanning Action Network will provide even more opportunity for positive and constructive community involvement.

Royalties for Regions

Last year the State Government committed to an annual investment of \$1 billion in Royalties to Regions. It is pleasing that this essential investment into regional WA will continue and this year Katanning benefitted from the announcement of funding from the Southern Investment Initiative for an Early Childhood Hub, stage 2 of the Streetscape Upgrade and replacement funding to continue to invest in our Regional Waste Site. The funding will be delivered through the Great Southern development Commission and all are priority projects listed in the Great Southern Regional Blueprint.

Regional Waste Project

The Shires of Kent, Gnowangerup, Jerramungup and Ravensthorpe continue to partner with Katanning to plan for the provision of upgraded regional waste facilities. Plans for the development of the Katanning Regional Waste Facility were complete in 2012/13 but the planned funding stream was interrupted with the cancellation of the Country Local Government Fund. The “lost” funding was this year replaced by a grant from the Southern Investment Initiative and thus the major construction components of the project are ready to commence once “Works Approval” from the Department of Environmental Regulation is finally received. In the interim the Shire has almost completed the perimeter fencing necessary for the upgraded site.

Upper Great Southern Regional Entertainment Centre

The retractable seating installed in 2013 has provided much greater amenity to the many users at various events throughout 2014/15. Much of the year was spent gaining State Heritage Council and Office approval for components of the plans for the continuing work to upgrade the Town Hall. Stage 2, to construct new toilets, commercial kitchen/bar and repainting of the main hall commenced in April and is expected to practically complete early in 2016.



Stage 3 involving the refurbishment of the Front Façade, Front Veranda and windows requires \$600,000 of funding which Council hopes to be able to source during 2015/16 to enable the work to commence in 2016/17.

Katanning Leisure Centre Extensions

This project requires approximately \$750,000 of funding of which council currently has secured \$250,000. In 2012/13, the Shire of Katanning budgeted to apply \$235,000 of CLGF Regional funding towards this project but was unable to find another regional local government willing to financially support this project by directing any of their CLGF regional funding to it. As a result, the Shire was unable to claim any of its \$605,437 2012/13 CLGF Regional allocation. This was an extremely disappointing result despite the best efforts of staff and councillors.

Council has now unsuccessfully applied on four occasions for funding towards this project from the Department of Sport and Recreation Facilities Fund (Community Sport and Recreation Facilities Fund). Council still considers this project both worthwhile and needed and is now

considering committing additional Shire funding in the 2015/16 budget in order to complete its construction.

Staffing

Deputy CEO, Andrew Holden continued to operate in the role of Acting CEO covering the day to day responsibilities of CEO allowing the CEO, Dean Taylor to concentrate on the role of Project Managing the Saleyards and SuperTowns Projects until his departure from the Shire. In May, Council appointed Julian Murphy, previously the CEO at the Shire of Corrigin, as successor to Dean Taylor, and he will commence duties at the Shire at the end of August 2015.

In late 2014 the Director of Planning and Development, Jennifer Dowling, departed the Shire. Since early 2015 Delma Baesjou has been assisting the Shire as a consultant planner and has continued the progress made on the new Local Planning Scheme No. 5 and related priority Structure Plans.

Council has a preference to keep our projects as local as possible, as this allows Council to increase local employment to deliver those projects. As one of the Shire's larger employers, Council believes these projects provide opportunities for sustainable employment that helps to attract new people to town and defrays the loss of younger people in our community who may otherwise seek city-based employment opportunities. This approach has enabled a number of workers who would have ceased employment with the Shire at the completion of the Saleyards Project in 2014 being able to be retained and applied to the SuperTowns Project.

Council recognises that the attraction and retention of staff presents continuing challenges for the local government industry moving forward. Council continues to employ strategies such as the recruitment of local people on traineeships, provision of staff housing, professional development, competitive remuneration and flexible family friendly work hours within a comprehensive strategy to address these issues.

Community Services

Community Services incorporates the Katanning Leisure Centre, Katanning Aquatic Centre, Katanning Public Library, Art Gallery, Community Development, Seniors & Youth/Children's Services as well as Disability Inclusion, Cultural Inclusion, Club Development, Tourism, Crime Prevention, Heritage and improving the health and wellbeing of our seniors and youth. The Community & Recreation Services Directorate has again had a productive year; planning and working with the community on a series of projects.

Projects and achievements

Major achievements in Community Services included:

- Katanning Harmony Festival, which was re-located to the Town Square and held in conjunction with International Harmony Day. It was again attended by over 3000 people and continues to be a 'not to be missed' event.
- Katanning Community Engagement, Leadership and Governance Programme gained funding to produce a number of reports identifying barriers to Aboriginal engagement and aiming to foster local Aboriginal leadership.
- Works on the Lake Ewlyamartup Recreation Area continued with the Shire working in partnership with Katanning LCDC. Funding assistance was received through the Department of Transport, the Great Southern Development Commission and Lotterywest.
- Stage one of a Language Learning Centre housed at the rear of the Library building was developed during the year using remaining funds from the grant to develop and submit six Multicultural and Aboriginal Engagement and Enhancement Project Business Cases to the Department of Regional Development in a bid for future project funding.

Support for Community Groups

Council, through direct donation and approval of applications under the Community Financial Assistance Programme, provided support through monetary contributions and facility use to community groups, including;

- Rural Youth's - 'High Flyers' Pre-Harvest Ball;
- Katanning LCDC – Katanning Eco Week Event;
- Katanning Arts & Crafts Society – Studio Fabric Cutter;
- Curtin University 'Let's Celebrate Katanning' Event;
- Great Southern Merino Breeders, Rabobank Sheep Show;
- Katanning Action Network – Welcome to Katanning Event;
- A Smart Start Katanning – Katanning Kids Fest and annual support;
- Katanning Speedway Club Inc. – Lights and Shade Project;
- Katanning Agricultural, Pastoral and Horticultural Society – Katanning Show;
- Katanning Regional Business Association – Christmas on Clive Event;
- Katanning Primary School – NAIDOC Week;
- Katanning Aboriginal Corporation – donation equivalent to rates.

In addition 23 donations of \$300 or less each totaling almost \$5,000 were provided by the Chief Executive Officer under delegation in support of various community groups/events.

Katanning Leisure Centre

During 2014/15 the Katanning Leisure Centre offered a busy timetable and accommodated increased bookings. The Centre launched the revamp of the Gym with new fitness equipment and introduced a Personal Trainer into the centre. Group Fitness Classes such as Body Pump were at capacity, along with Body Vive, Body Attack, Body Balance, CX Worx and a Gym Circuit Classes. Upgrades to the foyer area at KLC occurred with new carpet and linoleum laid.

The Katanning Leisure Centre coordinated and hosted a wide range of events including Weddings, Engagement Parties, Merino Sheep Breeders Annual Ram Sale, Katanning Senior High School Ball, Regional Gymnastics Events, the Katanning Show, Bling Ball, Great Southern Regional

Netball Days, International Dinner, School Graduations, Farmers Markets and End of Year Concerts along with School Athletics Carnivals, many Government & Non-Government seminars and a variety of Seniors Events. This year saw the amazing coming together of the Aboriginal Land & Sea Council with over 600 people utilising the venue as a meeting point, also the Southern Dirt, Agvivo Techspo was a new event which captured the concept of technology in farming.

The Pioneer Room, Ram Pavilion and the Main Stadium were the venue choices for many of these events. Youth activities along with school holiday programmes continue within the Katanning Leisure Centre.

The Young Stars, School Holiday programme, continues to be a huge success with every day of the holidays being fully booked with children between 6 – 12 years of age. Roller Blading Birthday Parties have been popular on a Friday afternoon for primary school aged children. Rollerblading evenings were re-introduced with 4 sessions per school term scheduled.

Due to increased sporting group activity the surrounding ovals were at capacity. With the increased usage at the Katanning Leisure Centre Precinct over recent years, it is timely that the KLC Master Plan is under review. A Consultancy Agency was employed to

complete the KLC Master Plan, holding meetings with the KLC User Groups, Community Members and Shire Officers. This document will look to ensure the Shire and community has a plan to guide the future development of the precinct.



The Quartermaine Oval was a focus early during 2014/15 with further electrical /reticulation and drainage required along with a small amount of re-turfing. The Katanning Equestrian Oval was rid of a rabbit issue and Top Dressing occurred, along with works carried out to water pipes. Clearing un-used items stored around the Katanning Leisure Centre precinct was a priority working closely with the KLC User Groups.

Working in conjunction with the local primary schools, the Centre has continued to offer the Active After-School programme. This programme enables students from the schools to regularly visit the Centre, staying active and participating in organised term activities.

Club Development

The Shire of Katanning has been fortunate to receive funding until 30 June 2016 from the Department of Sport and Recreation to continue the Club Development Officer programme in Katanning.

In 2014/15, the Club Development programme delivered the following:

- WA Sports Federation presented a Liquor Licence refresher workshop on Monday 22 September for Clubs who hold Occasional and Club restricted licenses. 16 people attended the workshop.
- The Top Club Online Planning Tool was delivered by the Club Development officer with the assistance of Department of Sport representatives on the 14 October to Wanderers Cricket Club, Katanning Wanderers Football Club, Katanning International Rules Basketball Club, Australs/North Cricket Club, Katanning Cougars Hockey Club, Katanning Netball Association and Katanning Krushers Rugby Club. The Top Club online planning tool is a part of the 'Changing Attitudes to Alcohol through Sport programme'. This programme helps club identify its core values and develop strategies to promote the agreed 'club culture'.
- Sunday 16 November saw the ICC World Cup Trophy Tour come to Katanning. A Twenty/20 cricket game was played on Quatermaine Oval between the Minister's (Tuck's) XI versus Katanning All-stars. The ICC World Cup trophy was on display and people were able to have a photo whilst holding the cup. A great turn out from the Community.
- On Monday the 17 November the Katanning Leisure Centre held the 2014 Australian Commonwealth Games Regional Tour. The children who participated in the afternoon were able to meet Jessie Phillip (Sprint Kayaks), Zoe Trimming (High Jump) Cat Downie (swimming) Laura Coles (Shotgun) and Lindsay Perkins (400m hurdles). Thank you to the Katanning Girls Guides who provided the sausage sizzle for the participants.
- On Saturday 29 November, 14 children from Katanning, Lake Grace and Kojonup participated in a free BHP Billiton Aquatic Super Series swimming and water polo clinic held at the Katanning Aquatic Centre. The children were able to meet Olympic Kenrick Monk (Freestyle), Blake Cochrane (Paralympian Swimmer), Kate Hooper and Ed Slade (both water polo players).
- A free 'Hunting and Gathering' Grant writing made easy workshop was held on March 19 2015 with 9 people attending from 5 sporting clubs. Kim Buttfield from KBC consulting presented the workshop and provided templates and knowledge to the clubs on how and what to look for when writing grant applications.
- The Department of Sport and Recreation's Kidsport programme continues to deliver sports participation opportunities in Katanning with Netball and Junior Basketball having the highest participants for 2014/2015.

- Wanderers Cricket club and Katanning Netball Association completed the online ASC Health Check list.



Youth programme

Katanning continued to grow and expand the Youth Programme provided in 2014/15. We named the programme 'KA Youth Events' (KYE) to make it more appealing to Katanning youth; without it being too formal and exclusive.

KYE continues to provide a service to young people aged 12 to 18 years old, largely utilising external funds secured from a range of services. The service provides a wide range of sport and leisure activities during the school holidays and mid-term. The Youth Committee that was formed in 2013 is now a big part of the youth programme, they advise the Youth Officer in what they want to see happen in Katanning and also help out during the events as well.

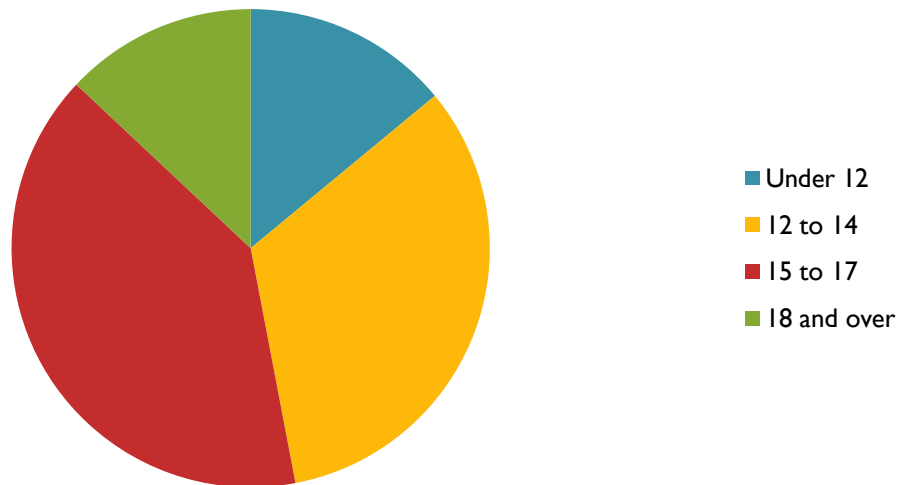
During 2014/15 the Shire took on the coordination the 'Holiday Bus' which is a great service for youth and kids that are accompanied by their parents who want to travel to Albany during the January School holidays.



New programmes implemented included the Movies under stars, DJ workshop and BBQ & Beats; all three events did well and will continue to be a part of the KYE programme adding to very popular Super Slam-Street Basketball and Movie Night events which continued to be very well patronised and received.

We are always open for new ideas and welcome more young people to join the Youth Committee to voice their opinion.

Youth programme participation by age in 2014/15:



Katanning Aquatic Centre

The 2014/15 pool season saw YMCA take on the operational management of the pool for the Shire. Council considered that the YMCA would be able to professionally manage the pool and access a larger pool of qualified pool attendants in providing an enhanced programme of activities for pool patrons. The pool was as popular to the community as ever with almost 14,000 entrances through the gates of the Katanning Aquatic Centre.

Early morning swimming remained extremely popular with a regular contingent of highly motivated patrons.



School swimming programmes create a very busy time of the year for the Aquatic Centre with the in-term swimming lessons catering for children from pre- primary to year seven. They come from Katanning, St Pats, Braeside, Broomehill and Woodanilling Primary Schools. The In-term swimming lessons span a period of ten weeks before school trials in preparation for the carnivals. Carnivals provide a great time for the whole family, with the individual school faction carnivals being followed by the Interschool to see which school has 'bragging rights'. This year Broomehill Primary held their own fun carnival. The Katanning High School Swimming Carnival was revived this year and we hope it will be bigger and better next season.

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Centre Manager, Alma Watson conducted evening Aqua Aerobics on two sessions per week, with between 6 to 20 patrons per session attending for both exercise and fun. Monica Hoffrichter conducted the swim lessons for the younger generation while Alma ran the adult sessions.

The Vacation Swimming Lessons have grown from the previous season which was affected by the lessons being run before the pool being open to the public. Both the Shire and YMCA understand the difficulties, particularly when some “non-swimmers” seem to just misbehave and disrupt, and will be seeking to increase the Learn To Swim Programme in the coming season as higher attendances will assist in providing better service.

The Katanning Aquatic Centre was very popular for ancillary uses hosting birthday parties, school break up party, families getting together, and those who just came to use the BBQ's.

The YMCA and the Katanning Rotary Club purchased four inflatables which people of all ages enjoyed and will in future seasons and YMCA is hoping to purchase a few more next season. 2014/15 was a trying year for the Katanning Swimming Club which was having difficulties with internal issues but YMCA and the Shire will try to assist the club to get going again and revive their programme. YMCA and their Centre Manager also had a trying season at times as “teething problems” arose and were sorted out and both they and the Shire look forward to making a difference for the community during the 2015/16 pool season.

Disability Inclusion

The Disability Inclusion Project was launched in the latter part of 2012 and concluded in June 2014. This programme aimed to achieve an inclusive community by developing sport, recreation and art programmes suited to people with disability. The ‘Count Me In’ project has funded modified sports programmes, local art classes, community awareness training and events for ‘International Day of People with Disability’ which continued in 2014/15. Regular meetings of the Disability Inclusion Committee continued to be held. Information regarding disability, access and inclusion in Katanning, is available from the Shire of Katanning website.



Katanning Library

2014-15 was a quieter year for the Library as the team decided to tone things down a little after all the major events of 2013-14. Albeit having fewer events there were still big changes at hand! In February 2015 Sue Eastcott decided to resign from the library coordinator position (only to later make a comeback within the Shire as Sarah Taylor's PA), whilst Aina Aeson resigned from her position as a library officer in April to begin a new chapter in life as a wife and mother. From February Jess Hagley took on the role of Acting Library and Gallery Coordinator and the library welcomed new trainee Mickala Wainwright.

The library welcomed two new additional sources of digital material for its borrowers with the introduction of Bolinda Borrowbox and Zinio. This gives members' access to thousands of more e-books, e-audiobooks and digital magazines; all from the comfort and convenience of their own home. Most importantly... all for free!



Children's Book Week 2014
Meg McKinlay

This year the library was fortunate to have secured successful WA children's author Meg McKinlay visit for Children's Book Week. Meg visited all schools in Katanning, including Katanning Senior High School, and also ran a story time session in the library for day care and pre-kindergarten aged children to attend.

Katanning Language Learning Centre

The Katanning Language Learning Centre is a designated free of charge English language learning centre that has been developed from 1 of 6 business cases funded under the SuperTowns Project by Royalties for Regions, and endorsed by the Katanning Shire Council in the 2013/14 financial year. Within the business case, the Library workroom was recommended as the best location for the centre. This was due to:

- Location to CBD
- Accessibility as the library has extended business hours
- Size of the workroom space
- Statement and reputation of the Library facility
- Transforming the workroom into the LLC being the most affordable and cost effective option

Approval for the centre was given in May 2014 and by December was ready for handover to Read Write Now.

The Katanning branch of Read Write Now has been in operation for more than 20 years and is a trusted and well known group - to whom other CaLD services often refer their clients. With the influx of a varied and large amount of CaLD groups into Katanning in recent years, teaching ESL has become their main priority.

The Katanning Language Learning Centre officially "opened for business" on 17 March 2015 and is continuing to go from strength to strength!

The Inaugural Katanning EcoWeek

The concept behind Katanning EcoWeek was about providing the community with access to a range of workshops to learn and develop skills in that are based around green technology, sustainable living, recycling and cost saving



for the home and the community. With this concept the library secured funding from the Great Southern Development Commission and SGIO insurance.

Through collaboration with organisations such as Landcare, the Shire of Katanning, schools and a vast range of potential community groups; a number of workshops, competitions and educational events were held throughout the week so that the community could gain new knowledge and skills that fit within the EcoWeek concept.

The week, which became more of an “Eco Month” with the number of workshops that were run, was a huge success. So much so that Katanning EcoWeek was run again in 2015 and another is planned for 2016!

Friends of the Library

During the 2014-15 financial year, Friends of the Library donated a total of \$1 586.10 to the library with \$1,000 of that spent on the establishment and fitting out of the Katanning Language Learning Centre within the library. Kind donations such as this greatly helps the library in providing new programmes and resources for the community. Once again, the library sincerely thanks Friends of the Library for their ongoing support!

Art Gallery

The 2014-15 year was a busy one for the Katanning Art Gallery with new Gallery Coordinator, Jess Hagley, coming on board. During the year the gallery hosted 9 different exhibitions, these were:

- **Home Is Where My Heart Is**

Home Is Where My Heart Is presents a unique project that supports homeless young people to tell their stories through the use of photography. Through sharing young people’s unique experiences, the project generates broader awareness and understanding about the issue of youth homelessness.

- **Katanning Art Group**

The Katanning Art Group put together a wonderful exhibition celebrating Katanning’s rich history with works showcasing a great number of our beautiful old buildings.

- **Katanning EcoWeek**

The *Katanning EcoWeek* exhibition tied in with the inaugural Katanning EcoWeek of 2014 and contained a number of different elements; all directly linked to the subject of sustainability.

- **Together 2014**

The annual celebration of local art!

- **WW1 Commemorative display**

The commemorative display was designed by the Katanning Historical Society and shared information, photos and memorabilia pertaining to Katanning during WW1. The Historical Society ladies were also successful in bringing the 10th Light Horse travelling display to include within the exhibition.

- **Disability Inclusion**

A vibrant and heart-warming display of works created by students of the Great Southern Institute of Technology's *Access Art* course.

- **Intimacies – Art on the Move**

Intimacies is a collective exhibition of five leading multimedia and photomedia artists:

Erin Coates, Christophe Canato, Dr Thea Costantino, Justin Spiers and Christine Tomás. All exploring the theme of intimacy.

- **Pinjarra Massacre Memorial – Art on the Move**

The Pinjarra Massacre Memorial exhibition shows how the arts can break boundaries and a small town's history can reach a large audience. This project has come about as Nyungar people have no outlet to share this story.

- **Faith Fashion Fusion: Muslim women's style in Australia**

Faith fashion fusion: Muslim women's style in Australia showcases the emerging modest fashion market and the work of a new generation of fashion designers, retailers and bloggers offering stylish clothing and fashion advice to Muslim women.



Corporate Services

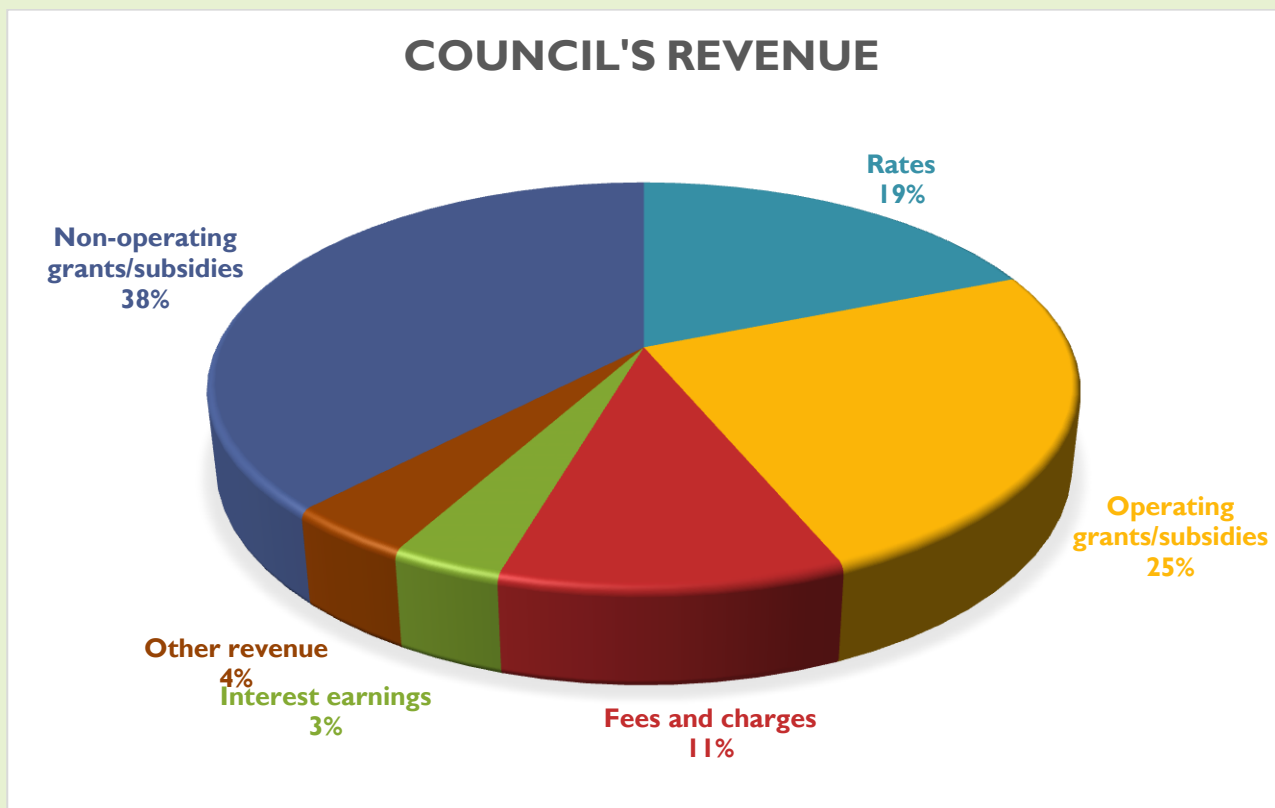
Objectives

The objective for the Corporate Services Directorate is to provide quality financial, administrative and service to the community. Areas of responsibility to the organisation consist of;

- financial accountability;
- integrated, financial and operational planning and reporting;
- accurate and meaningful financial information;
- financial functions such as payroll, debtors, creditors, rating, investment and borrowings;
- manage Council's Transport Licensing Agency; and
- manage Council's human resource, customer service and insurance portfolios.

Revenue

Council received \$2,968,890 in Financial Assistance Grants during 2014/15 but this amount included an advance payment of \$1,000,441 relating to 2015/16. The Federal Government's unanticipated re-introduction of an advance payment was welcomed particularly as they have continued the freeze of the indexation of the Financial Assistance Grants and thus they remain at 2013/14 levels. The graph below illustrates the sources of Council's revenue and shows that rates and fees and charges still contributes less than one third of Council's revenue needs.



Rates

Rates levied during 2014/15 totalled \$3,202,524 with Council providing a discount for prompt payment totalling \$40,760. Council offers special payment arrangements to rate payers experiencing difficulty paying their rates. Collectable rates outstanding represents 8% of rates raised and staff continue to work hard to find ways to reduce this debt.

Loans

In 2014/15 Council repaid 5 smaller loans and as construction of the administration centre had not yet commenced didn't need to borrow as budgeted for that project. This resulted in Council's overall borrowings decreasing from \$785,255 to \$336,885. Even after the \$1.5 million dollar loan is drawn in 2015/16 for the administration building the budgeted balance of \$1,721,854 at 30 June 2016 will continue to be well below the Shire's capacity to borrow.

Reserves

The Shire of Katanning's cash backed reserves were \$9,364,314 at year end which is an increase of \$106,283 during 2014/15.

The Shire of Katanning strong reserves and very low borrowings leaves us well placed to continue future projects. The Shire's planning strategies, particularly the Long Term Financial Plan, will continue to assist in maintaining the fiscal direction to continue to deliver the future projects contained in the Community Strategic Plan through a combination of using monies in reserve and alternative funding options.

Property Sales 2014/15

The property market remained active during 2014/15 with the sale of 78 properties with a total value of \$18,989,887. While the average value of residential properties sold was lower significant increases in both commercial and rural are indicative of growing business confidence.

<i>Type</i>	<i>2014/15 Number</i>	<i>2013/14 Number</i>	<i>2014/15 Value</i>	<i>2013/14 Value</i>
House	59	78	\$9,992,650	\$16,820,610
Rural	12	6	\$6,445,737	\$2,981,530
Vacant Land	3	14	\$191,500	\$823,000
Industrial	0	0	0	0
Flats	0	0	0	0
Commercial	4	1	\$2,430,000	\$40,000
	78	99	\$18,989,887	\$20,665,140

Engineering & Development Services

The Engineering and Development Services Directorate is responsible for making sure the Shire's infrastructure of roads, drains, footpaths, parks, gardens, playing fields, the airport and cemetery meet the community's needs and are maintained and developed in an efficient and responsible manner and also covers Town Planning, Building Control, Waste Management and Environmental Health matters.

Transport Infrastructure

A total of \$2,066,925 was spent on road construction and maintenance for the year across the following areas:

Road renewal/upgrades	\$954,292
Road maintenance	\$832,361
Footpath maintenance	\$101,662
Drainage maintenance	\$178,610

Regional Airport

Katanning Airstrip is a registered airstrip which enables a wide range of aircraft to land, including all Royal Flying Doctor aircraft. It is an all-weather, 24 hour airstrip and the only airstrip within the Upper Great Southern and Lower Wheatbelt region to have instrument landing capabilities. In 2015 the Shire expended \$87,575 on inspection, maintenance, compliance reporting, insurance and utility costs of the airstrips, buildings and other facilities.

During the year the Shire was secured a Regional Airports Development Scheme grant of \$52,500 which needs to be matched by Shire funds and used towards upgrading of the airport's patient transfer facility in 2015/16. This project will provide better amenity to both patients and their families from Katanning and the wider region while awaiting transfer by the Royal Flying Doctor Service to Perth.

Parks, Reserves and Recreation

A total of \$495,613 was used in maintaining sporting fields, playgrounds and reserves. The cost of maintenance of the Cemetery grounds in the 2014/15 financial year was \$23,395 and additional budget is planned for 2015/16 to enable the removal of some large dead trees.

Road Works Programme

Road work renewals and upgrades carried out this year included:

- Albion Street/ Beaufort Street intersection – Blackspot improvements;
- Arbour Street - reseal;
- Arnold Road – reconstruct and prime seal;
- Carew Street – reseal;
- Conroy Street – reconstruct to width 12.9;
- Murdong Road – replace bridge;

- Trimmer Road – replace bridge;
- Warren Road – seal correction, increase to passing width at Withers Road
- Gravel re-sheeting programme.

Bushfire Brigades

During 2014/15 the Shire continued to employ a Community Emergency Services Manager (CESM) in an agreement with the Department of Fire and Emergency Services (DFES). This position was in partnership with the Shires of Woodanilling, Wagin and West Arthur and was designed to support local brigades and assist Council to better plan and respond to a range of possible emergency situations. The existing partnership ended 30 June 2014 with a new CESM being assigned to those Shires, and the Shire of Katanning entering into a new partnership agreement with the Shire of Broomehill-Tambellup from 1 July 2014.

The Shire of Katanning Volunteer Bushfire Brigade responded to 21 fire incidents during 2015. The Central Brigade also supported Volunteer Fire and Rescue with a number of incidents within the town site.

Compliance requirements of properties across the shire have increased and regular inspections are being made by Shire employees. The State Government is increasing regulations regarding bushfire risk and property assessments. Bushfire compliance is a shared responsibility across the community, including private property owners, the Shire and DFES.

Brigade volunteers play a significant and vital role in providing community fire safety. The Shire currently has four Volunteer Bushfire Brigades consisting of approximately 160 volunteers.

Ranger

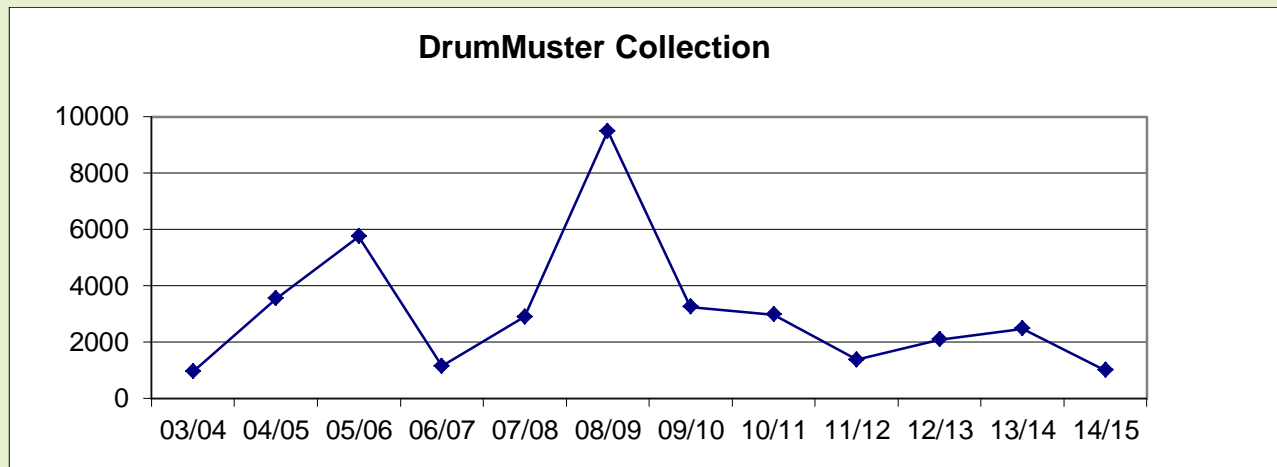
Council provides ranger services combining a focus on dog control with various other law and order functions. Dog control requires significant resources to ensure appropriate community confidence, safety and protection from roaming animals. With the introduction of the Cat Act, which makes it law that all cats are registered and micro-chipped, the Shire has been working on the design of a new pound that will separately house both cats and dogs within one facility that will be sited within the precinct of the Regional Waste Site once that has met all approvals and is constructed.

DrumMuster

The Shire supports the DrumMuster stewardship programme by providing an on-going inspection and collection service at the Katanning Refuse site. All expenditure is reimbursed by DrumMuster, which is funded from a levy paid by farmers when purchasing chemicals.

SHIRE OF KATANNING ANNUAL REPORT 2014-15

Since 2001 the Shire has collected 56,637 drums from local farmers. Each 20 litre drum contains approximately 1.25 kg of plastic. Therefore almost 71 tonne of plastic and steel has been saved from landfill and used to produce new plastic and steel items through this programme.



Community Groups and Volunteers

The number of volunteers and community groups working in partnership with the Shire continues to grow and these contributions remain integral to enabling our community to be a vibrant and progressive place to live. In 2014/15, the Shire again welcomed a number of Structured Work Place Learning students from the Katanning Senior High School. I acknowledge and greatly value the contribution all our volunteers have made during the year. Council is appreciative of the amount of voluntary input, whether it is in regard to the environment, arts, recreation or human services.

Acknowledgment to Shire Councillors

The planning and implementation of so many major projects continues to provide a heavy workload for all our Councillors. It is also a truism that 'you cannot please all of the people all of the time' and that a Council being active doing things provides more for the Community as well as more for sections of the Community to criticise and both has been true during 2014/15. As Councillors you have received both "brickbats and bouquets" during the year and I very much appreciate your willingness to continue to devote time and energy to such a demanding role for the benefit of the community.

Andrew Holden

Acting Chief Executive Officer

Statutory reporting

Plan for the Future Overview

Under the Integrated Planning and Reporting Framework requirements of the Local Government Act all local authorities are required to adopt a 10 year Community Strategic Plan and Corporate Business Plan and to support those plans through the preparation of a Long Term Financial Plan, Asset Management Plan and Workforce Plan as detailed informing documents. Council adopted its Community Strategic Plan in February 2013, and its Corporate Business Plan in August 2013 and undertook desk top reviews of each during 2015. Comprehensive reviews of those plans are due in 2017.

The Community Strategic Plan has been developed to provide an outline of Council's strategic direction and priorities and to guide Council's activities. The Shire of Katanning is involved in numerous service provision functions and this plan only includes those activities that are considered strategic or beyond the current services and facilities provided. It highlights the major planning projects that Council wishes to pursue over the life of the plan.

Town Centre Development

Katanning is a major regional service centre for residents and businesses located in and around the Central Great Southern. Council recognises that the aesthetic appeal of the central business district is in need of improvement and will continue with townscape improvements similar to those undertaken in Austral Terrace.

Council has completed a detailed plan for the upgrade of the town centre. Significant community consultation has been completed to assist Council in developing a preliminary design layout. Council will implement the recommendations from this plan using the SuperTowns component of Royalties for Regions funding.

Katanning Regional Entertainment Centre

A Regional Entertainment Centre in Katanning is seen as complementary to the Entertainment Centre recently opened in Albany. Like many of the precious rural historic buildings, the Katanning Town Hall is in need of refurbishment and upgrade so that it can provide current functionality in a historic setting. The Town Hall will be developed into a Regional Entertainment Centre which will attract a wider range of professional performers and events.

Council has identified this project for funding as part of the SuperTown initiative and has the support of the Heritage Council of WA for this project. Work on Stage 1 of the project continued during 2015 with the demolition of old public toilets and shire flat to be replaced with new public toilets and expanded toilet facilities within the hall so as to better service the higher number of patrons the upgraded facility will attract. The latest works being the construction of a new kitchen and bar is now expected to be completed during 2015/16.

Statutory Reporting (cont.)

Light Industrial Development

The relocation of the saleyards provides Council with an opportunity to develop the old saleyard site as a modern light industrial area. Development of this site will complement existing businesses in the area. Through the SuperTown Growth Planning process Council identified this area for future development to encourage and provide for light industry in Katanning close to the Central Business District.

Old Mill

The Old Katanning Flour Mill is an historic icon for the Katanning town site. Council commissioned a report in 2006 which identified that immediate remedial work of \$650,000 was necessary to preserve the building. As a heritage listed building of State significance, the Heritage Council of WA placed restrictions on the use of the building.

The restoration and modification of the building has been identified in the SuperTown Growth Plan with Council fully recognising the building's historic value to the Katanning community.

In 2013/14 Council agreed in principle to sell the Katanning Flour Mill to Dome Coffees

Australia Pty Ltd subject to certain conditions. Attracting a large branded business to Katanning will encourage further investment and economic development to the area. Dome has worked extensively on other heritage buildings across the state and we are confident that the Old Flour Mill will be sympathetically restored, once again becoming an iconic landmark in our region.



Asset Management

The physical infrastructure that supports the community is important to business and to the community in general. The provision of high quality community infrastructure also impacts on people's decisions to relocate to, or remain living in, Katanning. The Shire is responsible for managing infrastructure and other assets which have a written down value of \$92 million. Those assets would have a replacement value approaching \$200 million.

The Shire's Asset Management Plan identifies all the Shire's assets and does categorise some assets that are considered to be surplus to requirements. During 2015 the Shire was required to revalue infrastructure assets (roads, footpaths etc.) to fair value as part of the Integrated Planning and Reporting Framework that all local governments are required to follow.

Administration Centre

The current Shire administration buildings located on Austral Terrace were constructed in early 1960's and is approaching the end of their operational life. With the expansion of services provided to the community and immediate region coupled with the addition of staff to implement projects such as the Saleyards & SuperTowns, the capacity of these buildings to meet current and future

staffing requirements is limited. Planning for the new Administration and Civic Centre has been underway for a couple of years and preparatory work on the selected site in Austral Terrace commenced early in 2015 with the demolition of the rear of the Unit Hotel. It is expected that the new buildings will be ready for the Shire to move to in 2017/18.



Staff Housing

Provision of quality housing is an important part of attracting and retaining qualified and experienced staff, especially given the current shortage of rental housing in Katanning.

Katanning Leisure Centre

Council adopted a Leisure Centre Master Plan in 2005 to guide future development. This plan was based on substantial consultation with users of the facilities and is currently being reviewed with input from all user groups. During 2015 Council continued consultation with user groups in order to gain their input to a new master plan for the leisure centre and surrounds that will guide development as the town continues to grow. Unfortunately, Council was again unsuccessful in attempts to secure grant funding for the construction of a gymnastics room and a multipurpose seniors/playgroup room during 2014/15 and determined to retain the project in the 2015/16 budget but with a much greater proportion of Council funding. It is now hoped that these projects will be completed during 2015/16.

Disability Access and Inclusion Plan

In June 2007 the Katanning Shire Council endorsed its initial Disability Access & Inclusion Plan (DAIP) 2007—2011. The DAIP was reviewed and updated in June 2014 and in 2014/15 the Shire undertook the following works and initiatives aimed at improving access and addressing plan objectives;

- Disability Art Exhibition and Morning Tea;
- Installed a portable aquatic lift to improve water body access at the aquatic centre;
- Wet area wheelchair at the aquatic centre;
- Improved sport and fitness opportunities at the Katanning Leisure Centre provided by availability of Supa Golf equipment, Boccia Balls and access ramp and other equipment provided by the Western Australian Disability Sports Association;
- Continued upgrading of town footpaths with more newly bituminised and more kerb ramps;
- Clive Street Revitalisation Project included the replacement of uneven paving and with the new paving providing improved access to shops through the raising of footpath to the level of shop entries and improved ACROD parking bay design and placement.

Employee Remuneration

The following is disclosed in compliance with Section 5.53 (2) (g) of the Local Government Act and Section 19 (B) of the Local Government (Administration) Regulations 1996;

Salary Range (\$)	2015	2014
\$100,000 - \$109,999	0	0
\$110,000 - \$119,999	2	2
\$120,000 - \$129,999	0	1
\$130,000 - \$139,999	0	0
\$140,000 - \$149,000	1	0
\$150,000 - \$200,000	1	1
Over \$200,000	1	1

Freedom of Information Statement

The Shire of Katanning submitted its revised Freedom of Information Statement to the Office of the Information Commissioner as required by Section 97(2) of the Freedom of Information Act 1992. The purpose of the document is to detail the structure and functions of the Shire in order to assist Freedom of Information applicants in framing their applications. The statement can be downloaded from the Shire website (www.katanning.wa.gov.au) or collected from Shire Administration upon request. During 2014/15 Council received two Freedom of Information requests.

Recordkeeping Act

Recordkeeping practices at the Shire of Katanning are in accordance with the requirements of the State Records Act 2000 and the Shire's endorsed Recordkeeping Plan. The plan encompasses the requirements for capture, control and disposal of records as well as for staff training. The Shire also has a recordkeeping policy which provides specific guidelines to staff and elected members.

Education and training has been provided to staff through the following:

- Staff induction manual given to all new staff.
- Induction training session at commencement.
- Staff provided a copy of the Shire's Records Management Policies and Procedures Manual.

Based on criteria relating to workflow reports and through the ease of retrieval of information when required, the Shire's practices are rated as effective.

During the year the Shire, in accordance with the State Records Act 2000, reviewed, updated and amended the recordkeeping plan and submitted the amended plan for approval by the State Records Commission. The State Records Commission granted approval of the plan which now must be reviewed and re-submitted to the State Records Office by 20 March 2020.

Public Interest Disclosure Act 2003

The Public Interest Disclosure Act 2003 aims to facilitate and encourage the disclosure of public interest information, and to provide protection for those who make disclosures and for those about whom disclosures are made. The Shire of Katanning does not tolerate corrupt or other improper conduct, including mismanagement of public resources and the exercise of the public functions of the Shire and its officers, employees and contractors and any matters of this nature relating to the Shire of Katanning should be referred to the Shire's Public Interest Disclosure Officer. During 2014/15, the Shire's Responsible Officer received no complaints.

National Competition Policy

Clause 7 of the Competition Principles Agreement requires that government business operators have no advantage or disadvantage in comparison with the private sector. Competitive neutrality should apply to all business activities which generate a user pay income of over \$200,000 unless it can be shown it is not in the public interest.

The Shire of Katanning operated two facilities which generated annual income of more than \$200,000 during 2014/15 being the Katanning Regional Sheep Saleyards and the Katanning Leisure Centre. The pricing structure of both the Katanning Regional Sheep Saleyards and the Katanning Leisure Centre have been reviewed to ensure compliance with National Competition Policy.

Councillors as at 30 June 2015



Cr Alan McFarland
Shire President
First Elected: 2007
Term Expires: 2015
Phone: 9821 1055



Cr Robert Godfrey
Deputy Shire President
First Elected 2007
Term Expires 2015
Ph: 9821 4752



Cr Richard Kowald
First Elected 2005
Term Expires 2017
Phone 9821 1040



Cr Danny McGrath
First Elected 2013
Term Expires 2017
Ph: 9821 1836



Cr Alep Mydie
First Elected 2005
Term Expires 2017
Ph: 9821 2775



Cr Owen Boxall
First Elected: 2013
Term Expires: 2017
Phone: 9821 1496



Cr Heather McCarley
First Elected 2003
Term Expires 2015
Ph: 9821 4411



Cr Craig McKinley
First Elected 2013
Term Expires 2017
Ph: 9821 5363
9821 8616



Cr Leisha Wood
First Elected 2011
Term Expires 2015
Ph: 9821 4946

Council Committees & Working Groups

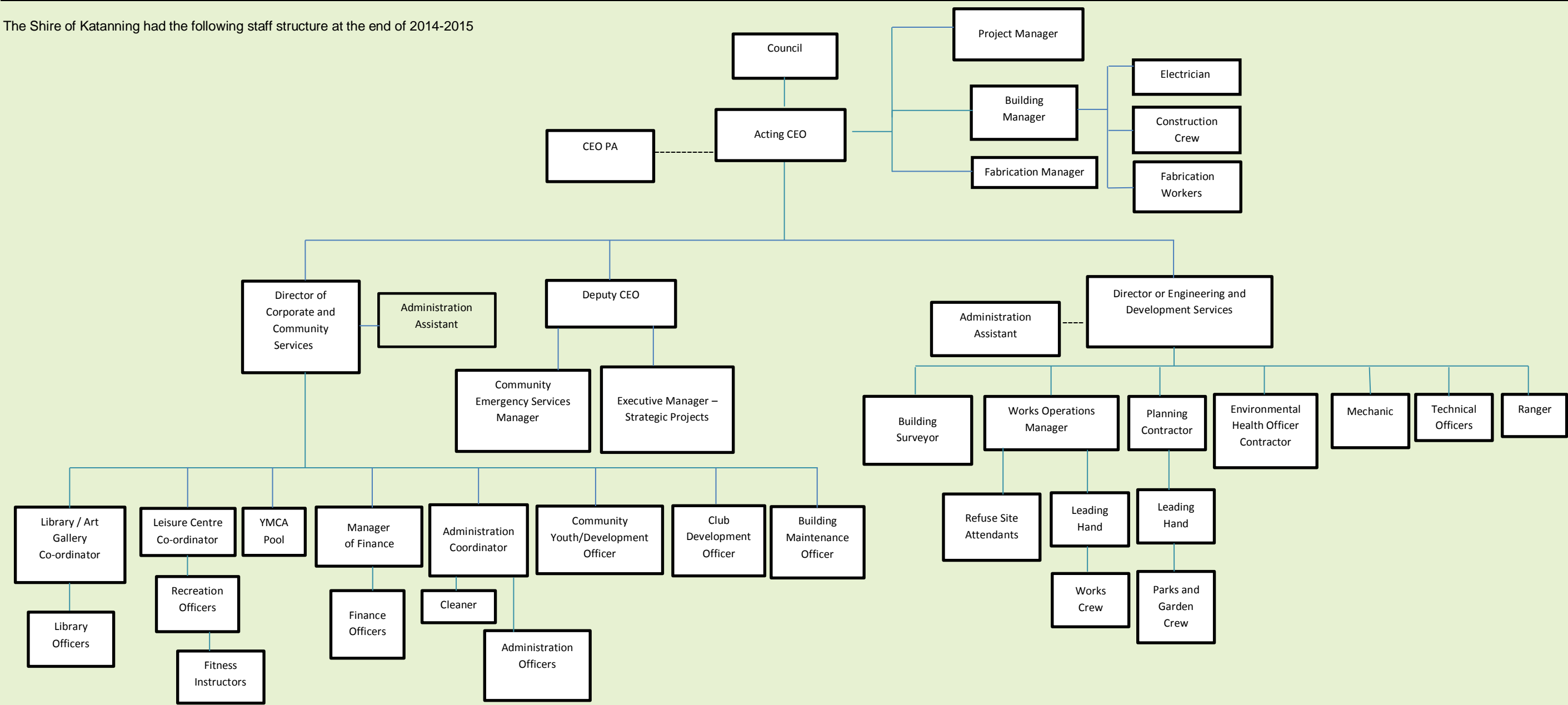
	2014—2015 Committees	2014- 2015 Council Working Groups
Shire President Cr Alan McFarland	Management Review Audit & Risk W.A. Local Government Assn. Zone	Structural Reform Working Administration Building Advisory SuperTown Project Advisory SuperTown Community Reference
Deputy Shire President Cr Robert Godfrey	Management Review Audit & Risk Katanning LCDC Community Financial Assistance Advisory Christmas Decorations Front Façade Incentive	Regional Entertainment Centre Administration Building Advisory KLC Working/User Group
Cr Richard Kowald	Management Review Audit & Risk Katanning Art WA Local Government Assn. Zone Great Southern Regional Advisory	Saleyards Structural Reform SuperTowns Project Advisory Group SuperTowns Community Reference Regional Entertainment Centre
Cr Danny McGrath	Audit & Risk Citizen of the Year Christmas Decorations Front Façade Incentive	Local Emergency Management Gt. Southern Regional Road Group (proxy) Roadwise
Cr Heather McCarley	Audit & Risk Citizen of the Year Community Financial Assistance Advisory Christmas Decorations	Great Southern Regional Recreation Advisory (proxy)
Cr Owen Boxall	Audit & Risk Katanning Bushfire Advisory	Great Southern Regional Road Group Saleyards WA Local Government Assn. Zone (proxy)
Cr Craig McKinley	Audit & Risk Amherst Village Citizen of the Year	Regional Entertainment Centre Structural Reform Katanning Action Network
Cr Alep Mydie	Audit & Risk Katanning LCDC	
Cr Leisha Wood	Audit & Risk Management Review Community Financial Assistance Advisory Katanning Art	Saleyards SuperTowns Community Reference Group Administration Working Group

Senior Staff as at 30 June 2015

Acting Chief Executive Officer	Andrew Holden	Responsibilities <ul style="list-style-type: none"> • Acting CEO • Super Towns & other Capital Projects • Council Relations • Strategic Development • Economic Development • Governance & Compliance • Financial & Regulatory Reporting
dceo@katanning.wa.gov.au		
Director of Corporate & Community Services	Sarah Taylor	Responsibilities <ul style="list-style-type: none"> • Integrated Planning • Governance & Compliance • Financial Management • Administration Operations • Community Development • Recreational Services
dcsc@katanning.wa.gov.au		
Director of Engineering & Development Services	Uwe Striepe	Responsibilities <ul style="list-style-type: none"> • Works Operations • Engineering construction • Town Planning • Building Services • Environmental Health Services • Waste Management • Ranger Services
des@katanning.wa.gov.au		
Executive Manager of Strategic Projects	Sam Davis	Responsibilities <ul style="list-style-type: none"> • Strategic Planning • Project Development • Business Case Planning
mcs@katanning.wa.gov.au		
Manager of Finance	Diana Marsh	Responsibilities <ul style="list-style-type: none"> • Financial Management • Administration Operations
finance3@katanning.wa.gov.au		

Staff Structure 30 June 2015

The Shire of Katanning had the following staff structure at the end of 2014-2015





Shire of
Katanning
heart of the great southern

Delegations Register

NOVEMBER 2015

Updated 9 October 2012 – Council Resolution Number OC244/12
Updated 15 April 2013 – Council Resolution Number OC19/13
Updated 22 October 2014 – Council Resolution Number OC105/14
Updated 25 May 2015 – Council Resolution Number OC42/15
Updated 24 November 2015 – Council Resolution Number OC/118/15

Delegations to the Chief Executive Officer

1. Signs and Hoardings Local Law

Authority: Local Government Act s 3.18(1)

A Local Government is to administer its local laws and may do all other things that are necessary or convenient to be done for, or in connection with, performing its functions under this Act.

Delegation: Council delegates its authority and power to the Chief Executive Officer to approve sign licenses in accordance with the Shire of Katanning's Signs and Hoardings Local Law

2. Trading in Public Places Local Law

Authority: Local Government Act s 3.18(1)

A Local Government is to administer its local laws and may do all other things that are necessary or convenient to be done for, or in connection with, performing its functions under this Act.

Delegation: Council delegates its authority and power to the Chief Executive Officer to issue licenses under the Shire's Trading in Public Places Local Law.

3. Signs and Hoardings Local Law

Authority: Local Government Act s 3.18(1)

A Local Government is to administer its local laws and may do all other things that are necessary or convenient to be done for, or in connection with, performing its functions under this Act.

Delegation: Council delegates its authority and power to the Chief Executive Officer to exempt community events/services from the requirements of our local laws in regard to public portable signs.

4. Hire Fees – Library, Art Gallery, Community Room, Town Hall/Regional Entertainment Centre, Leisure Centre, Aquatic Centre and Katanning Regional Sheep Saleyards.

Authority: Local Government Act s 6.12(1)(b)

A Local Government may waive or grant concessions in relation to any amount of money which is owed to the Local Government.

Delegation: Council delegates its authority and power to the Chief Executive Officer to alter the conditions of usage, fees or hire conditions for the Katanning Library, Art Gallery, Community Room, Town Hall/Regional Entertainment Centre, Aquatic Centre, Leisure Centre and Katanning Regional Sheep Saleyards.

5. Declared Noxious Weed Control

Authority: Local Government Act s 3.54

If land reserved under the Land Administration Act 1997 is vested in or placed under the control and management of a local government, the local government may do anything for the purpose of controlling and managing that land that it could do under section 5 of the Parks and Reserves Act 1895 if it were a Board appointed under that Act to manage and control the land.

Delegation: Council delegates its authority and power to the Chief Executive Officer to order the control of noxious weeds on Council managed land, as identified by the Department of Agriculture & Food WA.

6. Donation Requests

Authority: Council Policy 1.18

Delegation: Council delegates its authority and power to the Chief Executive Officer to decide on donation requests up to the value of \$300 GST exclusive.

7. Acting Chief Executive Officer

Authority: Local Government Act s 5.36(2)

A person is not to be employed in the position of CEO unless the council believes that the person is suitably qualified for the position.

Delegation: Council delegates its authority and power to the Chief Executive Officer to appoint an executive officer as Acting

Chief Executive Officer during times when the Chief Executive Officer is absent on leave.

8. Payment of Accounts

Authority: Local Government (Financial Management) Regulation 12

A payment may only be made from the municipal fund or the trust fund —

(a) if the Local Government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or

(b) otherwise, if the payment is authorised in advance by a resolution of the council.

Delegation: Council delegates its authority and power to the Chief Executive Officer to make payments from the Municipal Fund and Trust Fund provided:

1. A list of payments made is presented to Council, in accordance with Financial Management Regulation 13.
2. All cheques are signed by two signatories. The Chief Executive Officer and Executive Managers are authorised to sign cheques.
3. The following procedure is implemented for the authorisation of payments made by Electronic Funds Transfer (EFT):
 - (i) A list of payments to be made by EFT is checked and authorised by the Chief Executive Officer, Director of Corporate and Community Services or Manager of Finance;
 - (ii) Online authorisation for the funds transfer is made by two Executive Managers;
 - (iii) Council is given a list of payments made by EFT each month as part of the financial statement sent out with agendas.

9. Tenders for providing goods or services

Authority: Local Government Act s 3.57

A Local Government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.

Delegation: Council delegates its authority and power to the Chief Executive Officer to call tenders for the provision of goods and/or services that are included in the budget and that require tenders to be called.

10. Ancillary Accommodation and Group Dwellings

Authority: Shire of Katanning Town Planning Scheme No. 4, s 9.7

The Council may, in writing and either generally or as otherwise provided by the instrument of delegation, delegate to a Committee or the CEO, the exercise of any of its powers or the discharge of any of its duties under the scheme, other than this power of delegation.

Delegation: Council delegates its authority and power to the Chief Executive Officer to approve applications for single dwelling lots to operate ancillary accommodation or grouped accommodation.

Comment [TH1]: Delegation is redundant as the Shire no longer has discretion to determine this use in R Coded areas.

11. Approval / Refusal of Development Applications

Authority: Shire of Katanning Town Planning Scheme No. 4, s 9.7

The Council may, in writing and either generally or as otherwise provided by the instrument of delegation, delegate to a Committee or the CEO, the exercise of any of its powers or the discharge of any of its duties under the scheme, other than this power of delegation.

Delegation: *In accordance with Clause 82, Division 2 of Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015, authority is hereby delegated to the Chief Executive Officer of the Shire of Katanning to exercise the following powers and duties:*

Determine applications for Development Approval involving such uses listed in the Zoning Table as 'P' (unless exempt under Clause 61, Part 7) or 'AA', in accordance with the procedures set out in Part 9, Schedule 2 of the LPS Regulations, providing they are not contentious.

Undertake advertising of a proposed extension of a non-conforming use, 'SA' and non-listed uses that are considered to be consistent with the zone objectives, in accordance with Clause 64 (3), Part 8, Schedule 2 of the LPS Regulations.

12. Agreement as to Payment of Rates & Service Charges

Authority: Local Government Act s 6.49

A Local Government may accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person.

Delegation: Council delegates to the Chief Executive Officer the authority and power to accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person. Special payment agreements may be entered into for cases of special hardship for payment of rates, service charges, and domestic rubbish removal charges.

13. Annual Report

Authority: Local Government Act s 5.53(1)

The Local Government is to prepare an annual report for each financial year.

Delegation: Council delegates its authority to the Chief Executive Officer to prepare an annual report for each financial year.

14. Appointment of Authorised Persons

Authority: Local Government Act 1995 s 9.10(1)

The Local Government may, in writing, appoint persons or classes of persons to be authorised for the purposes of performing particular functions.

Council Policy 3.5 Statutory Appointments

Delegation: Council appoints the Chief Executive Officer as an authorised person and delegates its authority and power to the Chief Executive Officer to:

- Appoint persons or classes of persons in relation to enforcement and legal proceedings.
- Issue certificates to persons so appointed stating that they are an authorised person.
- Extend the time period within which infringement notices may be paid (S9.19 of the Act).
- Use discretion to withdraw any infringement notice issued by an Authorised Officer under the Act, following consideration of any submissions of special circumstances relating to it received from the Authorised Officer, the notice recipient or other persons (S9.20 of the Act).

15. Authorisation of Officers to exercise certain provisions about Land

Authority: Local Government Act 1995 s 3.24

The powers given to a Local Government by this Subdivision can only be exercised on behalf of the Local Government by

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a person expressly authorised by it to exercise those powers.

Delegation: Council delegates its authority and power to the Chief Executive Officer in respect to the issue of notices pursuant to Section 3.25 to owners and occupiers of land requiring certain things to be done by the owner or occupier of that land pursuant to Schedule 3.1 of the Local Government Act 1995.

Council delegates its authority and power to the Chief Executive Officer to take what action is deemed necessary to recover the costs incurred in achieving the purpose for which a Notice was given pursuant to Section 3.25 of the Local Government Act 1995 from the persons who failed to comply with the said Notice.

Council delegates its authority and power to the Chief Executive Officer to do anything considered necessary, so far as practicable, to achieve the purposes for which a Notice was given pursuant to Section 3.25 of the Local Government Act 1995.

16. Closure of Thoroughfares to Vehicles

Authority: Local Government Act s 3.50(1) & 3.50A

A Local Government may close any thoroughfare that it manages to the passage of vehicles, wholly or partially, for a period not exceeding 4 weeks.

Despite section 3.50, a Local Government may partially and temporarily close a thoroughfare, without giving local public notice, if the closure —

(a) is for the purpose of carrying out repairs or maintenance; and
(b) is unlikely to have a significant adverse effect on users of the thoroughfare.

Delegation: Council delegates its authority and power to the Chief Executive Officer to undertake the necessary consultation and action for closure of thoroughfares to vehicles in cases of emergency or in connection with Council works.

Council delegates its authority and power to the Chief Executive Officer to ensure that when works are carried out associated with the fixing or altering the level of, or alignment of, a public thoroughfare, that access by vehicles to land adjoining the thoroughfare can be reasonably provided.

17. Annual Financial Report

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Authority: Local Government Act s 6.4

A Local Government is to prepare an annual financial report for the preceding financial year and such other financial reports as are prescribed.

Delegation: Council delegates to the Chief Executive Officer its authority and power to prepare an annual financial report for the preceding financial year and such other financial reports as are prescribed, and to submit them to the Shire's auditor by 30 September each year.

18. Power of Entry in an Emergency

Authority: Local Government Act s 3.34(1)

In an emergency a Local Government may lawfully enter any land, premises or thing immediately and without notice and perform any of its functions as it considers appropriate to deal with the emergency.

Delegation: Council delegates to the Chief Executive Officer its authority and power to use reasonable force to enter any land, premises, or thing immediately and without notice and to perform any of the Council's functions as they consider to be appropriate to deal with any determined emergency.

19. Rates or Service Charges Recoverable in Court

Authority: Local Government Act s 6.56(1)

If a rate or service charge remains unpaid after it becomes due and payable, the Local Government may recover it, as well as the costs of proceedings, if any, for that recovery, in a court of competent jurisdiction.

Delegation: Council delegates to the Chief Executive Officer its authority and power to recover by court action any rate or service charge that is due and payable to the Shire of Katanning.

20. Powers and Duties - Food Act 2008

Authority: Food Act 2008

Delegation: Council delegates its authority and powers to the Chief Executive Officer the capacity to exercise and discharge all or any of the powers and functions of the enforcement agency in regard to the following sections of the *Food Act 2008*:

- Appoint authorised officers in accordance with section 122;
- Appoint designated officers to issue infringement notices in accordance with section 126(2); and
- Appoint designated officers to extend payment period for infringement notices or withdraw infringement notices in accordance with sections 126(6) and 126(7).

21. Powers and Duties – Caravan Parks and Camping Grounds Act 1995

Authority: *Caravan Parks and Camping Grounds Act 1995* s 7(4)

Delegation: Council delegates its authority and powers to the Chief Executive Officer the capacity to exercise and discharge all or any of the powers and functions of the local government in regard to the following sections of the *Caravan Parks and Camping Grounds Act 1995*:

- Grant or renew a licence under section 7(4);
- Grant or renew a licence under section 9;
- Issue prohibition notices in accordance with section 10;
- Withdraw prohibition notices in accordance with section 11;
- Appoint authorised officers in accordance with section 17; and
- Issue works specification notices in accordance with section 21.

22. Building Act 2011

Authority: *Building Act 2011*

Delegation: Council delegates its authority and powers to the Chief Executive Officer the capacity to exercise and discharge all or any of the powers and functions of the permit authority in regard to the following sections of the Building Act:

- Authority to appoint authorised person (Section 96);
- Authority to issue Building Orders in relation to (Section 110);

- Authority to stop work, alter a building or evacuate a building where there is a contravention of the provision of the Act to):
 - i. Take specific action to prevent contravention of the Act; or
 - ii. Finish an outward facing side of a wall;
- Authority to revoke Building Orders (Section 117);
- Authority to commence prosecution (Section 139);
- Authority to grant or refuse to grant building permits (Section 20); and
- Authority to grant or refuse to grant demolition permits (Section 21).

23. Take Possession and Sale of Property for unpaid rates

Authority: Local Government Act 1995

Delegation: Council delegates its authority and powers to the Chief Executive Officer the capacity to exercise and discharge all or any of the powers and functions of the local government in regard to the following sections of the *Local Government Act 1995*:

- To decide under Section 6.64 of the Local Government Act 1995 (Section 6.64) that the Shire will take possession of land in respect of which rates or service charges have remained unpaid, and to exercise the powers including power of sale stipulated in Section 6.64.
- To appoint and/or authorise persons to enter property so as to take and maintain possession acting as and on behalf of the Shire under Section 6.64.
- To appoint and/or authorise persons to conduct an auction and all steps which in the delegate's opinion are necessary or desirable for or incidental to the auction and the settlement in respect of the sale of the land under Section 6.64.
- To determine on the Shire's behalf the terms and conditions with respect to the payment of the purchase money, the fixing of any reserve price and terms and conditions as to any other matter in respect of the sale of land for unpaid rates.

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- To give such notices and to seek such warrants and other remedies as may in the delegate's opinion be necessary or desirable to effectuate the process of taking and maintaining possession and exercising the power of sale and/or any other powers under Section 6.64.
- Generally, to undertake and direct all steps, to appoint or authorise all persons, and to sign and issue all documents which in the delegate's opinion are necessary or desirable for or incidental to the taking and maintaining of possession, the sale of land and/or the exercise of other powers, under Section 6.64.

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Delegations to Environmental Health Officer

1. Powers and Duties – Health Act

Authority: Health Act 1911

Delegation: Council delegates its authority and powers to the Environmental Health Officer the capacity to exercise and discharge all or any of the powers and functions of the local authority in regard to the following sections of the Health Act:

- Part IV Division 4 Sanitary ~~Provisions~~ Conveniences
- Part V Dwellings
- Part VI Public Buildings
- Part VII Nuisances and Offensive Trades
- Part VII (A) Animal produce, Drugs, Medicines, Disinfectants, Therapeutic Substances and Pesticides Division ~~2, 3, 4 and 5~~ 5, 6, 7 and 8.
- Part IX Infectious Disease Regulations and Local Laws made under the Health Act

2. Treatment of Sewerage & Disposal of Effluent & Liquid Waste

Authority: Health (Treatment of Sewerage & Disposal of Liquid Waste) Regulations 1974.

Delegation: Council delegates its authority and powers to the Environmental Health Officer of the Shire of Katanning to exercise and discharge powers conferred on Local Government for the purpose of Regulation 4 of the Health (Treatment of Sewerage & Disposal of Liquid Waste) Regulations.

3. Temporary Accommodation, Park Homes & Rigid Annexes

Authority: Caravan Parks & Camping Grounds Act 1995.

Delegation: Council delegates its authority and power to the Environmental Health Officer to carry out the powers conferred in regulations 11(2)(a), 12(2)(a), 30(1)(c) and 34(1)(~~8b~~) (ii) of the Caravan Park and Camping Grounds Regulations 1997.

Delegations to Building Surveyor

1. Building Act 2011

Authority: Building Act 2011

Delegation: Council delegates its authority and powers to the Building Surveyor the capacity to exercise and discharge all or any of the powers and functions of the permit authority in regard to the following sections of the Building Act:

- Authority to grant or refuse to grant building permits (Section 20);
- Authority to grant or refuse to grant demolition permits (Section 21);
- Authority to refuse to grant Building Permits or Demolition Permits if (Section 22); and

Where there appears to be an error in the documents or information provided in the application; or if an application is inconsistent with a function that the Permit Authority has under written law; or an agreement between the Permit Authority and the applicant:

- Authority to grant, modify or refuse to grant Occupancy Permits or Building Approval Certificates (Section 58); or
- Authority to extend the period to which the occupancy permit or modification or the building approval certificate has effect (Section 65).

Delegations to the Management Review Committee

1. Employment / Dismissal of Senior Employees

Authority: Local Government Act s 5.37(2)

The CEO is to inform the council of each proposal to employ or dismiss a senior employee and the council may accept or reject the CEO's recommendation but if the council rejects a recommendation, it is to inform the CEO of the reasons for its doing so.

Delegation: To receive information on each proposal to employ or dismiss a senior employee and accept or reject the Chief Executive Officer's recommendation.

2. Contract of Employment – CEO

Authority: Local Government Act s 5.39(1)

The employment of a person who is a CEO or a senior employee is to be governed by a written contract in accordance with this section.

Delegation: To vary the contract of the Chief Executive Officer within the salary range limits set by Council.

Delegation to the Audit & Risk Committee

1. Council Auditors

Authority: Local Government Act s 7.12A(2)

A Local Government is to meet with the auditor of the Local Government at least once in every year.

Delegation: Council's Audit & Risk Committee is to meet with Council's Auditor at least once in every year as required by the Local Government Act.

Delegations by the Chief Executive Officer

Section 5.44(1) of the Local Government Act states that a CEO may delegate to any employee of the Local Government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties other than the power of delegation.

The CEO has delegated the following powers and duties:

Delegations by the CEO to the Director of Engineering and Development Services

1. Closure of Thoroughfares to Vehicles

Authority: Local Government Act s 3.50(1) & 3.50A

A Local Government may close any thoroughfare that it manages to the passage of vehicles, wholly or partially, for a period not exceeding 4 weeks.

Despite section 3.50, a Local Government may partially and temporarily close a thoroughfare, without giving local public notice, if the closure —

(a) is for the purpose of carrying out repairs or maintenance; and

(b) is unlikely to have a significant adverse effect on users of the thoroughfare.

Delegation: The CEO delegates his authority and power to the Director of Engineering and Development Services to undertake the necessary consultation and action for closure of thoroughfares to vehicles in cases of emergency or in connection with Council works.

The CEO delegates his authority and power to the Director of Engineering and Development Services to ensure that when works are carried out associated with the fixing or altering the level of, or alignment of, a public thoroughfare, that access by vehicle to land adjoining the thoroughfare can be reasonably provided.

2. Power of Entry in an Emergency

Authority: Local Government Act s 3.34(1)

In an emergency a Local Government may lawfully enter any land, premises or thing immediately and without notice and perform any of its functions as it considers appropriate to deal with the emergency.

Delegation: The CEO delegates to the Director of Engineering and Development Services his authority and power to use reasonable force to enter any land, premises, or thing immediately and without notice and to perform any of the

Council's functions as they consider to be appropriate to deal with any determined emergency.

3. Approval for the installation of Road/Street Name Plate, Advisory Signs and Directional Signs

Authority: Local Government Act, 1995 s 3.5 (1)

Delegation: The CEO delegates to the Director of Engineering and Development Services his authority and power to Approval for the installation of Road/Street Name Plate and Advisory Signs

Delegations by the CEO to the Director of Corporate and Community Services

1. Agreement as to the Payment of Rates & Service Charges

Authority: Local Government Act s 6.49

A Local Government may accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person.

Delegation: The CEO delegates his authority and power to the Director of Corporate and Community Services to accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person. Special payment agreements may be entered into for cases of special hardship for payment of rates, service charges, and domestic rubbish removal charges.

Delegations by the CEO to the Environmental Health Officer

1. Trading in Public Places Local Law

Authority: Local Government Act s 3.18(1)

A Local Government is to administer its local laws and may do all other things that are necessary or convenient to be done for, or in connection with, performing its functions under this Act.

Delegation: The CEO delegates his authority and power to the Environmental Health Officer to issue licenses under the Shire's Trading in Public Places Local Law.