



# Katanning Men's Shed

Email: [katanningmensshed@gmail.com](mailto:katanningmensshed@gmail.com)  
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26th November 2016

Chief Executive Officer  
Shire of Katanning  
PO Box 130 Katanning WA 6317

Dear Julian,

Further to our phone conversation earlier this week I would like to formally invite the Katanning Shire to partner Katanning Mens Shed in our quest to find another shed.

We are a not for profit organization and as such we are finding it increasingly difficult to maintain a credit balance to replace tools, improve creature comforts and provide cheap or free services to our community as we have to meet a hefty rental payment every month.

Our current premises has safety issues which include no room to expand, split level floors, limited dust control, welding flashes, tight spaces between machines, together with no onsite toilet, no hot or cold running water, shared premises, poor tool security and numerous major roof leaks. We have identified three suitably sized vacant sheds in the Katanning Townsite that would fill our needs criteria;

- The old Westrail Wool Consolidation shed situated in the middle of the southern end of the old railway yard owned by the Public Transport Authority. The shed has been vacant for over a decade and needs to have a new 3 phase power supply line reconstructed. A toilet block is situated 30 metres south of the shed that can be bought up to standards for minimal outlay.
- A shed located at 17 Park Street last used by Katanning Glass Supplies which has been vacant for a number of years and has no toilets. The shed is for sale but is currently zoned as residential. The non-conforming status has expired which will present zoning challenges. The shed is for sale for \$80,000.
- A large shed complex on Daping Street owned by Merv McDougall. The shed complex is two adjoining sheds with an office. The sheds have had the power upgraded and have two toilet blocks, The shed is for sale for \$170,000.

The Wool Consolidation shed appears to be the best option to pursue and if a peppercorn rental could be secured between the PTA and Shire it will be the cheapest and our preferred option. I have been speaking with Jim Mullins from Burgess Rawson who handles PTA land use and he advised that the PTA will only negotiate a lease for Mens Shed through our local government authority.

Jims contact details are: 92880255 and [jmullins@burgessrawson.com.au](mailto:jmullins@burgessrawson.com.au)





# Katanning Men's Shed

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The shed is located far enough away from the rail per way to minimize safety concerns, although the PTA may require a security fence to be constructed to conform to rail safety standards.

Access to the shed would be by sharing the centre laneway already in use by Alan Campbell & Co via PTA land.

The power needs to be restored to the site as the old power supply was an aerial line from Cornwall St that crossed over the railway line. The post supporting the power lines on the PTA land fell, cutting supply which was never reinstated. There may be a possibility that the power supply could be reconstructed on the Western Power "Like for Like" agreement, whereas once a client has paid for supply infrastructure, if it sustains damage Western Power would replace it like it was. This would be conditional on the PTA not having written a letter to Western Power stating otherwise.

Men's shed members inspected the shed and surrounds on Friday together with members from Brookfield rail who were very positive toward the shed being used by us.

The local Brookfield Rail regional contact is Roy Spurr - Mob: 0429 686 430

Looking forward to continued dialogue with you on this matter and hope you can achieve a favorable outcome with the Public Transport Authority.

Yours sincerely

Peter Jolly  
Building Co-ordinator  
0438 353 580

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## Consent of PTA

### PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA

(ABN 61 850 109 576)  
of P O Box 8125  
Perth Business Centre,  
PERTH WA 6849  
(PTA)

**CONSENTS** to this Sublease subject to the following conditions.

1. This consent is limited to this Sublease only and does not apply to any variations to the Sublease. Any variations to this Sublease will require the consent of PTA.
2. This consent does not affect the obligations of the Tenant as lessee under the Headlease and the Tenant remains solely liable to PTA for compliance with the Tenant's obligations under the Headlease.
3. The Sub-Tenant must obtain the consent or approval of PTA in addition to the consent or approval of the Tenant in every case where the consent or approval of the Tenant is required under this Sublease.
4. PTA in no way is bound to perform and incurs no liability in respect of the covenants, conditions and provisions of this Sublease to be performed and observed by the Tenant.
5. All references in the Lease and Sub-Lease to WAGR are to be read as references to WAGR's successor, the PTA, by virtue of the *Public Transport Authority Act 2003, sections 80 and 81*.

Dated 2017

Signed for and on behalf of the	)	
<b>PUBLIC TRANSPORT AUTHORITY</b>	)	
<b>OF WESTERN AUSTRALIA</b> by	)	
an officer of the Authority duly authorised by	)	
the Authority pursuant to section 51(5) of	)	
the Public Transport Authority Act 2003 for that	)	
purpose in the presence of:	)	..... Signature of Duly Authorised Officer

.....  
Witness (signature)

.....  
Name (Please Print)

.....  
Name (please print)

.....  
Position held

.....  
Address

.....  
Occupation

**LICENCE TO OCCUPY**  
**L7470 KATANNING**

**PARTIES**

**PUBLIC TRANSPORT AUTHORITY  
OF WESTERN AUSTRALIA**  
(Licensor)

**SHIRE OF KATANNING**  
(as Licensee)

## Schedule

Item 1      **Licensors**

**PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA** (ABN 61 850 109 576) of PO Box 8125, Perth Business Centre, Perth, Western Australia, 6849 (**PTA**)

Item 2      **Licensee**

**SHIRE OF KATANNING** (ABN 37 965 647 680) of 16-24 Austral Terrace Katanning WA 6317

Item 3      **Grant of Licence to Occupy**

PTA grants a licence to the Licensee and the Licensee takes a licence of the Licensed Area on the terms set out in this Licence.

Item 4      **Licensed Area**

The Licensed Area the subject of this Licence is located in the rail reserve at [location] and known as [street **address**, if known] as identified on plan number **7470 -2 Rev A.**

The Licensed Area is **3,726 M2** and is shown coloured blue is whilst the non exclusive access area of **2,428 M2** is coloured yellow on the plan attached to this Licence.

The Licensed Area includes any PTA's Property situated in the Licensed Area.

The PTA's Property includes the following specific items:

**Large Metal Clad Shed identified as" Woolstore "and Free Standing Toilet Block**

Item 5      **Term**

The term is **Ten (10) years** commencing on **1<sup>ST</sup> July 2017** and Ending on **30<sup>th</sup> June 2027]**

Item 6      **Licence fee**

The licence fee payable by the Licensee for this Licence is \$1.00 each year payable if and when demanded.

Item 7      **Outgoings**

The Licensee must pay to the relevant supplier or Authority or as otherwise directed by the PTA before they become overdue:

- all charges for services (including but not limited to electricity, gas water and sewerage and telephone and communication services) used by the Licensee in connection with the Licensed Area;
- any rates and taxes and similar charges and assessments levied in respect of the Licensed Area or the Licensee's use or occupation of the Licensed Area; and
- management and administration fees reasonably charged by the PTA in respect of this Licence,

as invoiced to the Licensee by the PTA. In the case of any amounts which are levied on other land as well as the Licensed Area, the Licensee must pay reasonable proportion of such charges, rates, and taxes relevant to the Licensed Area as reasonably determined by the PTA.

**Item 8 Permitted Use**

The Licensed Area may only be used for **Community Purpose (Men's Shed)** subject to the Licensee obtaining all relevant written approvals from all Authorities for the use of the Licensed Area for this purpose.

**Item 9 Insurance Requirements**

The Licensee must take out the following insurances:

- (1) public risk insurance for an amount not less than \$20,000,000.
- (2) insurance for all buildings, structures and improvements comprised in the Licensed Area and all the PTA's Property to their full insurable value on a replacement or reinstatement basis against those risks which the PTA may reasonably require.
- (3) insurance for all Licensee's Property to its full insurable value on a replacement or reinstatement basis against those risks which the PTA may reasonably require.
- (4) employer's indemnity insurance against any liability under common law or statute to pay damages to an employee.

Without limiting clause 5 of the General Licence Terms the Licensee must no later than:

- (1) the Commencement Date; and
- (2) each anniversary of the renewal date as specified in the relevant insurance policy,

provide the PTA with a certificate of currency issued by the insurer and noting the interests of the PTA to confirm that each required policy of insurance has been taken out and is current as required by this Licence.

**Item 10 Licensee's Obligations**

The Licensee covenants with the PTA to comply with the Licensee's Obligations.

Item 11      **PTA's General Licence Terms**

The PTA General Licence Terms in the form attached to this Licence are incorporated in this Licence.

Item 12      **Defined Terms**

Words defined in the PTA General Licence Terms have the same meaning when used in this Licence and are shown with an initial capital letter.

Item 13      **Additional Terms**

The additional terms attached to this Licence are incorporated in this Licence.

**Dated**

**2017**

EXECUTED as a deed.

Signed for and on behalf of the )  
**PUBLIC TRANSPORT AUTHORITY** )  
**OF WESTERN AUSTRALIA** by )

)  
)  
an officer of the Authority duly )  
authorised by the Authority pursuant to )  
section 51(5) of the *Public Transport* )  
*Authority Act 2003* for that purpose in )  
the presence of:

.....  
Signature of Duly Authorised Officer

.....  
Name (Please Print)

.....  
Witness (signature)

.....  
Position held

.....  
Name (Please Print)

.....  
Address

.....  
Occupation

**EXECUTED** for and on behalf of the  
Shire of Katanning pursuant section 9.49A(4) of the Local  
Government Act 1995

\_\_\_\_\_  
Authorised Signatory

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

\_\_\_\_\_  
Authorised Signatory

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



## Plan

## **Additional Terms**

### **1 Lights**

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The Licensee is to ensure that there is not at any time any light (white or coloured) on the Licensed Area in a position where it can affect any person on a train or other railway vehicle.

### **2 Plants and Trees**

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The Licensee is not to plant or allow any other person to plant a tree or shrub within the Licensed Area which is closer than 5 metres to any level crossing or which is within any area shown hatched black on the plan attached to the Licence as an area where trees or shrubs cannot be planted. The Licensee must maintain (including trimming and lopping) all plants and trees within the Licensed Area.

### **3 Licensee's Property and the PTA's Property**

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The Licensee is to ensure that at all times all items of Licensee's Property and the PTA's Property in the Licensed Area are:

- (1) kept in a good state of repair and well maintained;
- (2) properly painted or treated; and
- (3) otherwise kept in a presentable and tidy condition.

### **4 Stock**

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The Licensee is to ensure that at all times no stock or other animals stray on to the Licensed Area or through the Licensed Area on to other property owned by the PTA.

### **5 No building, stacking or obstruction of views**

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The Licensee is to ensure that at all times:

- (1) no building or other structure is constructed or allowed to remain; and
- (2) no property is stacked or otherwise stored; and
- (3) no other item of property is installed, positioned or located,

on any part of the Licensed Area if the result is to obstruct the view of any person driving a train or other railway vehicle.

### **6 Drainage System**

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If required by the PTA or any other person or Authority responsible for the condition of the railway, as soon as reasonably possible after the Commencement Date the Licensee is to construct a drainage system on the Licensed Area to prevent water damage to the railway line running through or near the Licensed Area. The Licensee

is to construct the drainage system in accordance with the design and specifications stipulated by the PTA. The cost of the drainage system, including the cost of complying with the PTA's reasonable directions, is to be paid by the Licensee. The Licensee is to properly maintain the drainage system after it is constructed and if it is damaged the Licensee is to repair the damage as soon as reasonably possible.

## **7 Firebreaks**

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The Licensee is to provide firebreaks to comply with the requirements of any Authority and all laws, including by-laws and regulations.

## **8 Telephone Pole**

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Deliberately Deleted

## **9 Telecommunications Cable**

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The Licensee is not to interfere with or disturb any telecommunications cable on the Licensed Area and is to prevent any other person interfering with or disturbing any such telecommunications cable.

## **10 Fences**

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If required by the PTA, the Licensee is to erect and maintain fences on the Licensed Area to the satisfaction of the PTA. And it is mutually agreed to comply with Brookfiel Rail requirements

Fencing will be constructed by Licensee to a minimum standard of steel post & ring lock and installed along the Rail Corridor boundary to ensure separation from the open area of the lease and the operational rail line

## **11 Environmental Obligations**

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### **11.1 Definitions**

In this clause:

- (1) **Authorisation** includes a consent, declaration, authorisation, registration, agreement, certificate, permission, licence, approval, authority or exemption from, by or with a Government Agency, including any renewal or amendment;
- (2) **Contamination** means the presence of a substance in, on or under water or land at a concentration above the concentration at which the substance is normally present in the same locality, being a concentration that presents, or has the potential to present, a risk of harm to human health, the Environment or any Environmental Aspect;
- (3) **Environment** has the same meaning as that term is defined in the *Environmental Protection Act 1986* (Western Australia) (as amended);
- (4) **Environmental Aspect** means in respect of any area:

- (a) each interaction of any activity on the area or of the area itself within the Environment;
  - (b) each of the following aspects of that area;
  - (c) heritage items on the land within the area or heritage values or significance of the area or anything on it;
    - (i) the flora and fauna in the area including threatened species, populations or ecological communities or their habitats in the area;
    - (ii) critical habitat in the area;
    - (iii) the propensity of the area to be affected by natural disasters such as bushfires, flooding or geotechnical characteristics of the area or any structures on it; and
  - (d) the zoning or permissible uses of the area.
- (5) **Environmental Expert** means a reputable person who is suitably qualified and experienced in identifying and remediating Contamination, Pollution and Environmental Harm;
- (6) **Environmental Harm** means any serious or material harm, damage or detriment to the Environment or an Environmental Aspect which is not Pollution or Contamination;
- (7) **Environmental Law** means any law relating to any aspect of the Environment or health or having as its objective the protection or enhancement of the Environment or any Environmental Aspect;
- (8) **Environmental Notice** means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Government Agency, whether written, oral or otherwise and in connection with any Environmental Law;
- (9) **Government Agency** means:
  - (a) a government or government department or other government body;
  - (b) governmental, semi-governmental, or judicial person, entity or authority; or
  - (c) a person (whether autonomous or not) who is charged with the administration of any law.
- (10) **Pollution** means any unauthorised alteration of the Environment or an Environmental Aspect to its detriment or degradation which involves the release of any substance, the discharge of waste, an emission of noise, odour or electromagnetic radiation or the transmission of electromagnetic radiation;
- (11) **Relevant Land** means the Licensed Area and the Surrounding Land;

- (12) **Remediation Date** means the earlier of:
- (a) the date on which the Licensee assigns this Licence;
  - (b) the date on which the Term of this Licence expires; or
  - (c) 60 days after this Licence is terminated.
- (13) **Remedial Work** means any work to restore land affected by Contamination, Pollution or Environmental Harm, including to:
- (a) remove, destroy or reduce;
  - (b) dispose of or disperse;
  - (c) contain or encapsulate;
  - (d) treat;
  - (e) manage (including restrict or prohibit access to or use of the affected land); or
  - (f) abate or control,
- any Contamination, Pollution or Environmental Harm and to remove or minimise any risk or potential risk it presents to human health, the Environment or any Environmental Aspect;
- (14) **Surrounding Land** means any land adjacent to or in the vicinity of the Licensed Area.

## 11.2 Licensee's obligations

The Licensee must:

- (1) obtain any Authorisation required for the Permitted Use, before that use is undertaken and must keep all such Authorisations in full force and effect throughout the Term;
- (2) use the Licensed Area in a manner which complies with each Environmental Law and each Authorisation held by the Licensee in accordance with paragraph (1) and any other Authorisation provided to the Licensee by the PTA;
- (3) not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of:
  - (a) an Authorisation relating to:
    - (i) the Licensed Area; or
    - (ii) any conduct or activity relating to the Permitted Use, or

- (b) any Authorisation from time to time relating to the Relevant Land when a copy of such Authorisation is provided by the PTA to the Licensee;
- (4) not cause or allow Pollution, Contamination, or Environmental Harm to occur in, on or under the Relevant Land and if any of those do occur the Licensee must minimise and remediate any resultant damage and harm to the reasonable satisfaction of the PTA;
- (5) notify the PTA immediately on becoming aware of:
  - (a) the existence of any Contamination affecting the Relevant Land;
  - (b) any Pollution affecting the Relevant Land;
  - (c) the making of a complaint to any person, including but not limited to, the Licensee or the commencement of proceedings against the Licensee relating to an alleged failure by the Licensee to comply with an obligation under an Environmental Law or Authorisation; or
  - (d) an Environmental Notice being served on the Licensee or any other person which relates to or arises from the Licensee's use of the Licensed Area;
- (6) at the Licensee's cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Licensee's use of the Licensed Area, whether the notice is served on the PTA or the Licensee;
- (7) provide to the PTA on demand, copies of all Authorisations relating to the Licensee's use of the Licensed Area.

### **11.3 No representation or warranty in respect of Contamination, Pollution or Environmental Harm**

The PTA makes no warranties or representations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Relevant Land. The Licensee relies on its own investigations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm on the Relevant Land.

### **11.4 Licensee to Remediate at end of Term**

- (1) If the Licensee does not comply with clause 11.2, the Licensee must, at its cost, perform any necessary Remedial Work in relation to the Relevant Land by the Remediation Date.
- (2) The PTA may direct the Licensee to, at the Licensee's expense, engage an Environmental Expert to certify that the Licensee has completed the Remedial Work in accordance with paragraph (1).
- (3) If the PTA terminates this Licence, or the Licensee fails to comply with this clause 11.4, the PTA may engage an Environmental Expert to do those things outlined in this clause 11.4 at the Licensee's expense and the Licensee

indemnifies the PTA against all costs incurred by the PTA under this paragraph (3).

- (4) The Licensee's obligations in this clause 11.4 survive termination of this Licence.
- (5) To the extent that the Licensee's obligation under this Licence is to perform Remedial Work that the PTA or another person would otherwise be responsible for under any Environmental Law, the Licensee must do everything necessary to transfer that responsibility from the PTA or that other person to the Licensee in accordance with any Environmental Law.

#### **11.5 Environmental Release**

The Licensee releases the PTA from all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Relevant Land at any time.

### **12 Termination before end of Term**

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#### **12.1 Notice of Termination**

Notwithstanding any other provision of this Licence if a party wants to terminate this Licence before the end of the Term for any reason, that party may terminate this Licence by giving the other party written notice. The termination is to take effect on the date specified in the notice. That date must be at least **6 months** after the notice is given unless the other party agrees to a shorter period. If no date is specified in the notice, the termination is to take effect 6 months after the notice is given.

#### **12.2 On termination**

On the termination date, this Licence will terminate and the Licensee, and any sub-Licensee or occupier of the Licensed Area, is to give up vacant possession of the Licensed Area to the PTA.

#### **12.3 Liability for payment and obligations**

The Licensee remains liable for the payment of all money due under this Licence and to comply with its other obligations under this Licence until the termination date, and in the case of obligations which are expressed to survive the termination of this Licence, until they have been met.

### **13 Increase in Licence fee on Change in Use**

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If at any time the Licensee requests the PTA to allow the Licensee to change the Permitted Use, the PTA may, as a condition of agreeing to that request, require that the Licence fee be increased from a date (after the Licensee's request) stipulated by the PTA and that this Licence be otherwise varied in the manner required by the PTA. The Licensee is responsible for and must pay the PTA's reasonable costs incurred as a result of any change of the Permitted Use and anything required under this clause.

## **14 Access**

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### **14.1 Access Location**

If any part of the land owned by the PTA and adjoining the Licensed Area is shown on the plan attached to the Licence as available for the purpose of access to and from the Licensed Area, the Licensee may use that part, subject to this clause 14. The Licensee may not use that land for any other purpose. The Licensee is to ensure that no vehicles are parked on that land and that it is not obstructed in any way by the Licensee's Employees, Agents and Visitors.

### **14.2 Compliance with directions**

The Licensee is to promptly comply with directions given by the PTA concerning the use of the land referred to in this clause for access purposes.

### **14.3 Application of indemnity**

Every indemnity given by the Licensee in the Licence and the provisions of the Licence imposing obligations on the Licensee to maintain insurance apply to the land used by the Licensee for access purposes as if that land forms part of the Licensed Area.

### **14.4 Non-Liability**

The PTA is not liable to the Licensee in any way if the Licensee is not able to use the land referred to in this clause for access purposes, except if the Licensee is prevented from using the land without lawful reason by the PTA or by an employee or agent or other person under the control of the PTA.

## **15 Access to Services**

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The Licensee is to allow any Authority (including its employees, contractors, agents, consultants or other authorised representatives) access to any Services on the Licensed Area for any purpose lawfully required by the Authority.

## **16 Redecoration**

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The Licensee is to redecorate the interior of any building on the Licensed Area to the reasonable satisfaction of the PTA at least once in every period of **Ten years** from the Commencement Date. Redecoration of the building includes replacing floor coverings, wall coverings (including wall tiles) curtains, blinds, lights and other furnishings which are worn or damaged, repainting all surfaces previously repainted with at least 2 coats of high quality paint in colours approved by the PTA and otherwise treating all surfaces in the manner previously treated.

## **17 Goods and Services Tax**

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### **17.1 Definitions**

Unless otherwise stated, in this clause:



**GST** means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Licence fee and Outgoings or other money payable to the PTA for goods or services or property.

**Supply** means a good or service or property supplied under this Licence, including but not limited to the Licensed Area, and other goods or services or property the cost of which comprises part of the Outgoings.

#### **17.2 Licensee must pay GST**

The Licensee must pay to the PTA the amount of any GST the PTA pays or is liable to pay on a Supply.

#### **17.3 Licensee must pay GST at same time**

The Licensee must pay to the PTA the amount of the GST that the Licensee is liable to pay at the same time and in the same manner as the Licensee is obliged to pay for that Supply, including in relation to Licence fee, Operating Expenses and Rates and Taxes, at the time the Licensee is obliged to pay those amounts.

#### **17.4 Prices do not include GST**

The price for each Supply, including Licence fee, fixed or determined under this Licence does not include GST on that Supply and the Licensee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Licence.

#### **17.5 Apportionment of GST**

Where a Supply is not separately supplied to the Licensee, the liability of the Licensee for any amount for GST in relation to that Supply is determined on the same basis as the Licensee's Contribution to Operating Expenses is determined.

#### **17.6 Statement of GST paid is conclusive**

A written statement given to the Licensee by the PTA of the amount of GST that the Supplier pays or is liable to pay is conclusive as between the parties except in the case of an obvious error.

### **18 Electrical Work**

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#### **18.1 Landlord's consent**

The Licensee must not carry out any electrical work in or upon the Licensed Area without the prior written consent of the PTA, such consent not to be unreasonably withheld.

#### **18.2 Licensed Electrical contractor**

The Licensee must ensure that any electrical work carried out in or on the Licensed Area:

- (1) is performed by an electrical contractor who is duly qualified and licensed as required by all relevant acts, regulations and by-laws; and

- (2) complies with all requirements of any statute (State or Federal) regulation or by-law relating to the work and is carried out in accordance with best industry practice.

## **19 Holding over**

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If the Licensee continues to occupy the Licensed Area after the end of the Term with the consent of the PTA:

- (1) the Licensee is a monthly Licensee of the Licensed Area: and
- (2) the monthly licence may be terminated by either party giving to the other at least 1 month's notice which may expire on any day; and
- (3) all the provisions of this Licence apply to the monthly tenancy except any option to extend the Term.

## **20 Graffiti**

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The Licensee must remove all graffiti appearing on the Licensed Area after the Licensee becomes aware of it, or is made aware of it by the PTA, within the following periods:

- (1) in the case of offensive or obscene graffiti – 1 hour;
- (2) in the case of other graffiti – 24 hours.

# PTA General Licence Terms

These terms may be incorporated in any licence granted by the PTA.

Words which are defined at the end of these the PTA General Licence Terms have an initial capital letter.

## **1 Term**

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### **1.1 Term Specified in the Schedule**

The Licence is granted for the Term specified in Item 5 of the Schedule, subject to clause 1.2.

### **1.2 Immediate Termination by the PTA**

Without limitation, the PTA may terminate the Licence by notice to the Licensee at any time that:

- (1) the PTA determines in the PTA's discretion that the Licensed Area is required for the provision of services or other use or uses for the benefit of the general public; or
- (2) the Licensee does not comply with the Licensee's Obligations in the Licence.

### **1.3 No compensation**

No compensation is payable by the PTA to the Licensee if the PTA terminates the Licence under clause 1.2.

## **2 Licence fee and Outgoings**

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The Licensee is to pay the Licence fee and the Outgoings to the PTA as specified in the Schedule.

## **3 Assignment and sub-letting**

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### **3.1 No interest to be created without consent**

The Licensee must not assign, transfer, sub-licence or otherwise part with or give any person any right or interest in the Licence or the Licensed Area or allow any person to use or occupy the Licensed Area without the PTA's consent in writing, and then only subject to any conditions on which consent is given.

### **3.2 Requirements**

If the PTA consents to a proposed assignment or sub-licence, then the Licensee is to, before the proposed date of change in possession deliver to the PTA a deed executed by the proposed assignee or sub-licensee in a form prepared by or approved by the PTA, by which the proposed assignee or sub-licensee agrees to be bound by the Licence from the date that the assignment or sub-licence takes effect.

If the Licensee is a corporation the shares in which are not quoted on the Australian Stock Exchange, any change in ownership or control of the shares is deemed to be an assignment of the Licence and clause 3.1 applies accordingly.

### **3.3 Exclusion of statutory provisions**

The provisions of sections 80 and 82 of the Property Law Act 1969 do not apply to the Licence.

### **3.4 Costs and expenses**

The Licensee is to pay to the PTA on demand all fees and expenses incurred by the PTA in connection with a proposed assignment or sub-licence.

## **4 Use of Licensed Area**

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### **4.1 Permitted Use**

The Licensee must use the Licensed Area only for the Permitted Use and the Licensee must not use the Licensed Area for any other purpose unless the PTA consents.

### **4.2 Licensee's own enquiries**

The Licensee acknowledges that it has relied on its own enquiries as to how the Licensed Area may be used and not on any representation from the PTA.

### **4.3 Approval for Use**

The Licensee must obtain all approvals required from all Authorities for the Permitted Use and if requested must give a copy of any such approval to the PTA.

### **4.4 No Warranty by the PTA**

The PTA does not warrant that the Licensed Area is suitable for any purpose for which the Licensee intends to use it. To the extent permitted by law, any warranty in relation to the Licensed Area which is implied by law is excluded and does not apply to the Licence.

## **5 Insurances**

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In respect of insurances required by the Licence, the Licensee must:

- (1) give the PTA a certificate of currency whenever requested by the PTA;
- (2) pay each premium before the due date; and
- (3) give notice to the PTA immediately if an event occurs which may give rise to a claim under any of the insurances or which could adversely affect any of them or if any insurance is cancelled.

Without limitation, if the Licensee does not comply with the obligation to take out and maintain any insurance required by the Licence, the PTA may take out and maintain that insurance and the Licensee must pay all costs incurred by the PTA in doing so on demand.

## **6 Indemnity**

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### **6.1 By the Licensee**

The Licensee indemnifies the PTA against any cost, expense, loss or other liability resulting from:

- (1) any loss or damage to the Licensed Area or other property; or
- (2) the death of or injury to or illness of any person,

caused by:

- (3) any act, negligence or default of the Licensee or the Licensee's Employees, Agents and Visitors; or
- (4) any danger created by the Licensee or the Licensee's Employees, Agents and Visitors.

### **6.2 PTA not liable**

The PTA is not liable for any cost, expense, loss or other liability resulting from any accident, loss of life, injury, damage, malfunction or other event in or affecting the Licensed Area unless caused by the negligence of the PTA or any employee or agent of the PTA.

## **7 Compliance with laws and requirements**

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The Licensee must comply with all requirements of any Authority and all laws in connection with the Licensed Area, the Licensee's Property and the Licensee's Activities.

## **8 Maintenance, repair and alteration**

---

### **8.1 Maintenance and repair**

The Licensee must at all times:

- (1) keep and maintain the Licensed Area in a clean and tidy condition and promptly remove any rubbish or waste;
- (2) maintain all authorised signs in or attached to the Licensed Area in good condition;
- (3) maintain any drains and pipes on the Licensed Area in a clean and free flowing condition; and
- (4) keep the Licensee's Property in good repair and condition.

### **8.2 No interference with Services**

The Licensee must not modify or interfere with the Services serving the Licensed Area or any equipment connected to those Services.

### **8.3 Alterations to the Licensed Area**

The Licensee must not make any alteration or addition to the Licensed Area unless the PTA consents.

### **8.4 Damage to the Licensed Area**

The Licensee must not cause or allow damage to the Licensed Area.

### **8.5 Building work**

In carrying out its obligations to maintain the Licensed Area in good condition and to redecorate and if making any alterations or additions to the Licensed Area the Licensee must:

- (1) before carrying out any building work, obtain the PTA's approval to the plans and specifications for the work;
- (2) (if the PTA consents) comply with any conditions of consent and also comply with the requirements of any Authority and all laws and standards which apply to the work at the time the work is carried out; and
- (3) carry out the work in a safe and proper manner.

## **9 Licensee's general obligations**

---

### **9.1 Positive obligations**

The Licensee must:

- (1) carry out all Licensee's Activities in the Licensed Area in a safe and proper manner;
- (2) install and maintain in safe working order residual current free devices to all fixed electricity supply sockets in the Licensed Area which may be used for portable or hand held electrical equipment in accordance with the Occupational Safety and Health Regulations 1996;
- (3) immediately comply with the PTA's directions for the purpose of protecting property or persons in the Licensed Area;

### **9.2 Negative obligations**

In connection with the Licensed Area, the Licensee must not:

- (1) do anything which is offensive or a nuisance;
- (2) interfere with or obstruct access to the Services;
- (3) use facilities in or near the Licensed Area, including the toilets and drains, for any improper purpose;
- (4) put up any signs, notices or advertisements without the PTA's consent.

## **10 PTA's Entry Rights**

---

The PTA may at any reasonable time and without the need for prior notice enter the Licensed Area with or without workmen, plant, equipment and materials to:

- (1) inspect the state of repair of the Licensed Area;
- (2) verify that the Licensee is complying with the Licensee's Obligations;
- (3) maintain, repair or alter the Licensed Area or the Services;
- (4) carry out structural alterations or other works to the Licensed Area required by the PTA or an Authority; and
- (5) remove harmful substances.

## **11 Termination for Default**

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If at any time:

- (1) any money payable by the Licensee remains unpaid for 14 days after becoming due; or
- (2) the Licensee is in breach of any other Licensee's Obligation for more than 14 days after notice has been given to the Licensee of the breach;
- (3) a judgment, order or an encumbrance is enforced, or becomes enforceable against the Licensee's interest in the Licence or the Licensee's Property; or
- (4) an Insolvency Event occurs in respect of the Licensee,
- (5) the Licensee abandons the Licensed Area or otherwise repudiates the Licence,

the PTA may terminate the Licence by re-entering the Licensed Area without notice or by notice to the Licensee.

## **12 Licensee's Obligations on termination**

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### **12.1 Licensee to vacate**

Immediately on the termination of the Licence for any reason, the Licensee must vacate the Licensed Area, remove the Licensee's Property and make good to the satisfaction of the PTA any damage caused by that removal.

### **12.2 Non-removal**

The obligation to remove the Licensee's Property in clause 12.1 does not apply to any buildings, improvements or other fixtures which the PTA requires, by notice to the Licensee, not to be removed.

### **12.3 Removal of Licensee's Property**

If the Licensee does not comply with clause 12.1, the PTA may remove the Licensee's Property from the Licensed Area and dispose of it in any manner.

## 13 Costs, expenses, duties and fees

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The Licensee must pay or reimburse the PTA on demand for all the PTA's costs and expenses, including legal costs and expenses and consultants and agents fees, in relation to the preparation of the Licence.

## 14 Interpretation

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### 14.1 Definitions

In these PTA General Licence Terms and in the Licence:

- (1) **Authority** means any governmental or other public body, local authority or other authority of any kind.
- (2) **Commencement Date** means the commencement date of the Term stated in the Licence.
- (3) **Insolvency Event** means the happening of any of the following events in relation to the Licensee:
  - (a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;
  - (b) it becomes an externally-administered body corporate (within the meaning of the Corporations Act 2001);
  - (c) the appointment of a controller, as defined by the Corporations Act 2001, in respect of any of its assets;
  - (d) it is wound up or dissolved;
  - (e) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;
  - (f) it is, or is deemed to be or is presumed by law to be insolvent or unable to pay its debts; or
  - (g) it becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001*.
- (4) **Licence** means any licence which incorporates these PTA General Licence Terms.
- (5) **Licensed Area** has the meaning given in Item 4 of the Schedule.
- (6) **Outgoings** means the outgoings referred to in Item 7 of the Schedule.
- (7) **Permitted Use** means the use of the Licensed Area stated in the Licence.
- (8) **PTA's Property** means all the plant and equipment, fixtures, fittings, furniture including curtains, blinds and lights in or fixed to the Licensed Area that are not the Licensee's Property, including any items specified in the Schedule.
- (9) **Licence fee** means the annual licence fee stated in the Licence.



- (10) **Services** means services running through or servicing the Licensed Area including air conditioning equipment, power, water, sewerage, drainage, gas, telecommunications and fire sprinkler system.
- (11) **Licensee** means the person stated in the Licence as the Licensee including successors and any assignee or sub-Licensee.
- (12) **Licensee's Activities** any activities of the Licensee in connection with the Licensed Area.
- (13) **Licensee's Employees, Agents and Visitors** means each of the Licensee's employees, agents, contractors, service suppliers, sub-lessees, licensees, other visitors, and any other person who at any time is on the Licensed Area with the consent of the Licensee.
- (14) **Licensee's Obligations** means the obligations of the Licensee in the Licence.
- (15) **Licensee's Property** means any buildings, improvements, other fixtures, and any plant or equipment, fittings, furniture and furnishings or other property which the Licensee constructs on or installs in or fixes to the Licensed Area or brings on to the Licensed Area.
- (16) **Schedule** means the Schedule in the Licence.
- (17) **Term** means the term specified in the Licence.

#### 14.2 Interpretation Rules

In these PTA General Licence Terms and the Licence, unless otherwise stated:

- (1) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of the Licence;
- (2) the singular includes the plural and vice versa;
- (3) the word person includes a firm, a body corporate, an unincorporated association or an Authority;
- (4) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;
- (5) where a period of time is expressed to be calculated from or after a specified day, that day is included in the period, and
- (6) a reference to a month is to a calendar month;
- (7) where the word 'including' or 'include' is used, it is to be taken to be followed, where the context permits, by the words: 'but not limited to'; and
- (8) a reference to the PTA includes any person authorised by the PTA to represent the PTA in connection with the Licence.



# ERC

Engtech Risk Consultants

ER Consultants Pty Ltd

*as Trustee for ERC Unit Trust*

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PO Box 54, Floreat WA 6014

www.engtech.com.au

29 June 2017

Dr Stuart Campbell  
Contaminated Sites Project Manager  
Public Transport Authority of Western Australia  
PO Box 8125  
Perth Business Centre WA 6849

Dear Stuart,

**Re: VISUAL PROPERTY INSPECTION  
KATANNING WOOL SHED  
JUNE 2017**

## **1 Introduction**

ER Consultants Pty Ltd (ERC) was engaged by the Public Transport Authority (PTA) to undertake a visual property inspection on the Katanning Wool Shed, comprised of portions of Reserve 10422 Lot 559 and Reserve 15750 Lot 847 and 848, prior to the PTA leasing the site to a third party. Prior to finalising the new lease agreement, the PTA requires an inspection to indicate the current site environmental condition.

The details presented in this letter are based upon a visual inspection of the site surface within the "lease area" identified by PTA in PTA Drawing No. L 7470-2 as shown in the attachments. In addition, five opportunistic surface soil samples were collected from un-sealed areas of the site surrounding an area where visible surface hydrocarbon staining was observed (**Plate 3**).

This limited assessment focuses primarily on the visual identification of potential sources of impact to soil and/or groundwater at the site. The outputs of the assessment are intended to identify where areas of concern may exist, and which may require further investigation and/or management.

## **2 Observations**

The following observations were made during the inspection completed by ERC on 9 June 2017:

- Some general rubbish was identified around exterior of the building, consisting of wood, concrete and glass.
- On the fence line to the rear of the shed is a large rubbish heap consisting of soil and cardboard/broken wooden pallets and some general rubbish (**Plate 1**).

- The north-west end of the shed has three 200L drums stored on a bitumen sealed pad (**Plate 1**).
  - One drum is half full, sealed and has no label
  - One drum is a quarter full, rusted near the lid and has the label “polyester resin” with a flammable 3 warning label.
  - One drum is empty and has no lid.
- There is heavy oil staining on the bitumen pad from what appears to be a heavy vehicle oil filter (**Plate 2**).
- The bitumen surface is slanted away from the shed so there is the potential for contaminated water run off during a rain event. Five opportunistic surface soil samples were collected from un-sealed areas surrounding the bitumen pad for limited assessment of the potential for run-off to have impacted the surrounding area (**Plate 3**).
- Soil samples S1 to S5 were collected around the edge of bitumen, targeting stained areas (see **Plate 3**) and submitted to a NATA accredited laboratory for analysis. The laboratory report is included in the attachments.
- There is some staining in other areas of the bitumen pad with evidence of drums previously being stored there.
- Soil surrounding the bitumen is sandy gravel and only lightly compacted.
- The north-east side of the building has some window glass and metal framework dumped in one area (**Plate 4**).
- There is a toilet block on the property in the north-east corner that is unsecured and has been vandalised (**Plates 5 and 6**).
- No obvious evidence of asbestos containing material (ACM) was identified during the visual inspection.

### **3 Summary of Results**

A summary of results from laboratory analysis of opportunistic soil sampling is presented below:

- Five soil samples (S1-S5) were analysed for TRH/BTEX/Naphthalene
- Hydrocarbon impacts were identified in samples S3, S4 and S5, but at concentrations below the relevant NEPM Guidelines for commercial/industrial land-use (protective of human health and the environment).

### **4 Conclusions**

In summary:

- No gross evidence of contamination was identified at the site; however, it is noted that the inspection was limited to visual observation and limited surface sampling

and analysis only. As such, the potential (although unlikely) exists for sub-surface sources and/or contamination to exist.

- The site largely appears to be in reasonable environmental condition with no significant “causes for immediate concern”. However, it is recommended that the following recommendations be implemented at the site.

## **5 Recommendations**

Based on observations made during the site inspection, ERC make the following recommendations:

- 1) The waste drums and oil filter should be removed from site by a suitably licenced waste disposal operator, and disposed of to a suitably licensed facility.
- 2) Removal of other waste, including the rubbish heap and general rubbish located around the site should also be undertaken and disposed of at a suitably licensed facility (general housekeeping).
- 3) Should any potential undetected contamination be identified during the above works, a qualified environmental consultant should be engaged to assess potential contaminants (as required).

## **6 Project Limitations**

ERC has prepared this letter report in accordance with accepted environmental practices used by environmental professionals working within this area at the time it was prepared. No other warranty, expressed or implied, is made as to the professional advice or opinion included in this report. The methodology utilised and sources of information used by ERC in this report are documented in the report. ERC has made no independent verification of information obtained from other sources and assumes no responsibility for inaccuracies or omissions.

The assessment undertaken is considered to be “limited” but adequate to meet the objectives. Conclusions have been made from a limited number of visual observations and available information and data, assuming that the hydrogeological, physical and chemical conditions are representative across the site. ERC has not undertaken any detailed intrusive site works, nor has ERC carried out any sub-surface sampling and analysis of soil, groundwater, air or any other materials as part of this limited assessment. Findings and comments presented in this report are the professional opinion of ERC based upon the available information at the time. This report is not intended to comprise a DER compliant contaminated preliminary or detailed site investigation. No other warranties are made or intended.

For projects such as the one undertaken, relating to efforts to ascertain the presence or absence of hazardous substances or contamination, the level of effort may range from very limited observations and inquiry, to extensive investigation and testing. The level of uncertainty with respect to opinions reached on such projects will vary, depending on the extent of the investigation, but some level of uncertainty will exist in every project.

The state of practice, particularly with respect to contaminated site and waste conditions, is changing and evolving. Whilst ERC is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognised that those standards may subsequently change because of improvements in the state of practice.

This assessment has been prepared exclusively for the Public Transport Authority and the findings are valid for the date of inspection only. This report cannot be reproduced without the written authorisation of ERC and then can only be reproduced in its entirety. There is a risk to third party reliance upon this report, for which ERC is not liable. Furthermore, ERC recommends that any third party should commission and undertake their own assessment and should not rely on the findings of this report alone.

\* \* \*

If you have any queries or require any additional information, please contact Phillip Taylor or Jonathan Brown.

Yours sincerely,

**ER CONSULTANTS PTY LTD**



**Phillip Taylor**  
Project Environmental Scientist



**Jonathan Brown**  
Associate Principal

**Attachments:**

*Figures*

*Plates*







**Plate 1: Drums at north-west end of shed and rubbish heap in background**



**Plate 2: Oil filter and surface staining**



Project:

1109-40 Katanning Wool Shed

Title:

**Plate 1 and 2**

Drawn: PT

Approved: JB

Date: 27/06/17

Rev 0

Job No. 1109-40

**Plates**

A4





**Plate 3: Soil sample locations**



**Plate 4: Dumped glass/frames on north-east side**



Project:

1109-40 Katanning Wool Shed

Title:

**Plate 3 and 4**

Drawn: PT

Approved: JB

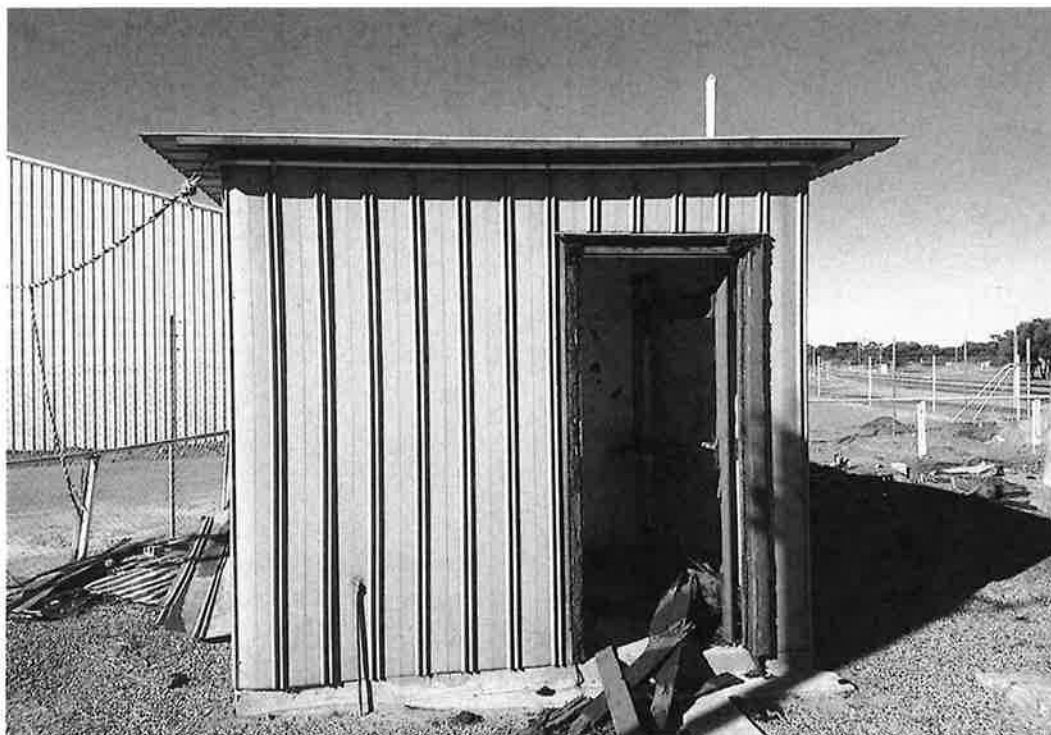
Date: 27/06/17

Job No. 1109-40

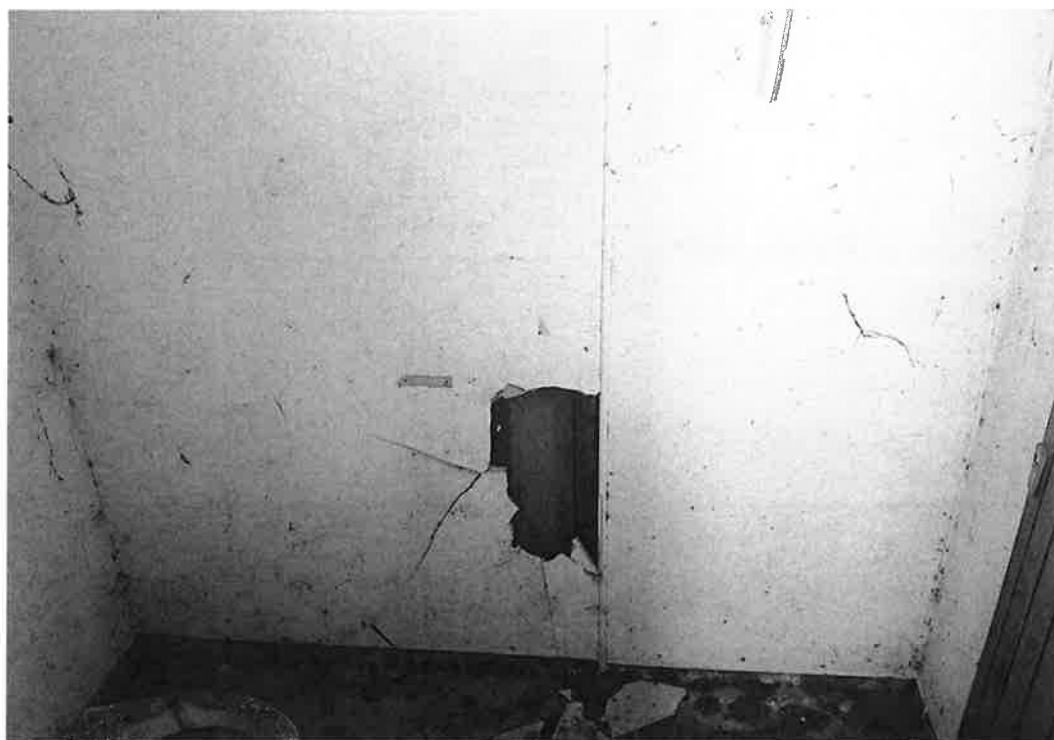
**Plates**

Rev 0

A4



**Plate 5: Toilet block**



**Plate 6:**



**ERC**

Engtech Risk Consultants

Project:

1109-40 Katanning Wool Shed

Title:

**Plate 5 and 6**

Drawn: PT

Approved: JB

Date: 27/06/17

Job No. 1109-40

**Plates**

Rev 0

A4

## Certificate of Analysis

ER Consultants P/L  
PO Box 54  
Floreat  
WA 6014



NATA Accredited  
Accreditation Number 1261  
Site Number 1254

Accredited for compliance with ISO/IEC 17025 – Testing  
The results of the tests, calibrations and/or  
measurements included in this document are traceable  
to Australian/national standards.

Attention: Jonathan Brown

Report 549900-S  
Project name 1109 - KATANNING WOOL SHED  
Received Date Jun 12, 2017

Client Sample ID			S1 Soil	S2 Soil	S3 Soil	S4 Soil
Sample Matrix			M17-Jn10899	M17-Jn10900	M17-Jn10901	M17-Jn10902
Eurofins   mgt Sample No.			Jun 09, 2017	Jun 09, 2017	Jun 09, 2017	Jun 09, 2017
Date Sampled						
Test/Reference	LOR	Unit				
<b>Total Recoverable Hydrocarbons - 1999 NEPM Fractions</b>						
TRH C6-C9	20	mg/kg	< 20	< 20	< 20	< 20
TRH C10-C14	20	mg/kg	< 20	< 20	< 20	42
TRH C15-C28	50	mg/kg	< 50	< 50	< 50	150
TRH C29-C36	50	mg/kg	< 50	< 50	67	130
TRH C10-36 (Total)	50	mg/kg	< 50	< 50	67	322
<b>BTEX</b>						
Benzene	0.1	mg/kg	< 0.1	< 0.1	< 0.1	< 0.1
Toluene	0.1	mg/kg	< 0.1	< 0.1	< 0.1	< 0.1
Ethylbenzene	0.1	mg/kg	< 0.1	< 0.1	< 0.1	< 0.1
m&p-Xylenes	0.2	mg/kg	< 0.2	< 0.2	< 0.2	< 0.2
o-Xylene	0.1	mg/kg	< 0.1	< 0.1	< 0.1	< 0.1
Xylenes - Total	0.3	mg/kg	< 0.3	< 0.3	< 0.3	< 0.3
4-Bromofluorobenzene (surr.)	1	%	78	114	88	87
<b>Total Recoverable Hydrocarbons - 2013 NEPM Fractions</b>						
Naphthalene <sup>N02</sup>	0.5	mg/kg	< 0.5	< 0.5	< 0.5	< 0.5
TRH C6-C10 less BTEX (F1) <sup>N04</sup>	20	mg/kg	< 20	< 20	< 20	< 20
TRH C6-C10	20	mg/kg	< 20	< 20	< 20	< 20
TRH >C10-C16	50	mg/kg	< 50	< 50	< 50	< 50
TRH >C10-C16 less Naphthalene (F2) <sup>N01</sup>	50	mg/kg	< 50	< 50	< 50	< 50
TRH >C16-C34	100	mg/kg	< 100	< 100	< 100	290
TRH >C34-C40	100	mg/kg	< 100	< 100	< 100	< 100
% Moisture	1	%	< 1	1.4	5.5	2.8

Client Sample ID			S5 Soil
Sample Matrix			M17-Jn10903
Eurofins   mgt Sample No.			Jun 09, 2017
Date Sampled			
Test/Reference	LOR	Unit	
<b>Total Recoverable Hydrocarbons - 1999 NEPM Fractions</b>			
TRH C6-C9	20	mg/kg	< 20
TRH C10-C14	20	mg/kg	< 20
TRH C15-C28	50	mg/kg	< 50
TRH C29-C36	50	mg/kg	55
TRH C10-36 (Total)	50	mg/kg	55

<b>Client Sample ID</b>			<b>S5</b>
<b>Sample Matrix</b>			<b>Soil</b>
<b>Eurofins   mgt Sample No.</b>			<b>M17-Jn10903</b>
<b>Date Sampled</b>			<b>Jun 09, 2017</b>
Test/Reference	LOR	Unit	
<b>BTEX</b>			
Benzene	0.1	mg/kg	< 0.1
Toluene	0.1	mg/kg	< 0.1
Ethylbenzene	0.1	mg/kg	< 0.1
m&p-Xylenes	0.2	mg/kg	< 0.2
o-Xylene	0.1	mg/kg	< 0.1
Xylenes - Total	0.3	mg/kg	< 0.3
4-Bromofluorobenzene (surr.)	1	%	88
<b>Total Recoverable Hydrocarbons - 2013 NEPM Fractions</b>			
Naphthalene <sup>N02</sup>	0.5	mg/kg	< 0.5
TRH C6-C10 less BTEX (F1) <sup>N04</sup>	20	mg/kg	< 20
TRH C6-C10	20	mg/kg	< 20
TRH >C10-C16	50	mg/kg	< 50
TRH >C10-C16 less Naphthalene (F2) <sup>N01</sup>	50	mg/kg	< 50
TRH >C16-C34	100	mg/kg	< 100
TRH >C34-C40	100	mg/kg	< 100
% Moisture	1	%	5.4

## Sample History

Where samples are submitted/analysed over several days, the last date of extraction and analysis is reported. A recent review of our LIMS has resulted in the correction or clarification of some method identifications. Due to this, some of the method reference information on reports has changed. However, no substantive change has been made to our laboratory methods, and as such there is no change in the validity of current or previous results (regarding both quality and NATA accreditation).

If the date and time of sampling are not provided, the Laboratory will not be responsible for compromised results should testing be performed outside the recommended holding time.

Description	Testing Site	Extracted	Holding Time
<b>Eurofins   mgt Suite B1</b>			
Total Recoverable Hydrocarbons - 1999 NEPM Fractions - Method: LTM-ORG-2010 TRH C6-C36	Melbourne	Jun 15, 2017	14 Day
BTEX - Method: TRH C6-C40 - LTM-ORG-2010	Melbourne	Jun 15, 2017	14 Day
Total Recoverable Hydrocarbons - 2013 NEPM Fractions - Method: TRH C6-C40 - LTM-ORG-2010	Melbourne	Jun 15, 2017	14 Day
Total Recoverable Hydrocarbons - 2013 NEPM Fractions - Method: TRH C6-C40 - LTM-ORG-2010	Melbourne	Jun 15, 2017	14 Day
% Moisture - Method: LTM-GEN-7080 Moisture	Melbourne	Jun 13, 2017	14 Day

**Company Name:** ER Consultants P/L  
**Address:** PO Box 54  
Floreat  
WA 6014  
**Project Name:** 1109 - KATANNING WOOL SHED

**Order No.:**  
**Report #:** 549900  
**Phone:** 08 6102 0025  
**Fax:** 08 9385 7930

**Received:** Jun 12, 2017 11:58 AM  
**Due:** Jun 20, 2017  
**Priority:** 5 Day  
**Contact Name:** Jonathan Brown

Eurofins | mgt Analytical Services Manager : Natalie Krasselt

Sample Detail						Moisture Set	Eurofins   mgt Site #1
Melbourne Laboratory - NATA Site # 1254 & 14271						X	X
Sydney Laboratory - NATA Site # 18217							
Brisbane Laboratory - NATA Site # 20794							
Perth Laboratory - NATA Site # 18217							
External Laboratory							
No	Sample ID	Sample Date	Sampling Time	Matrix	LAB ID		
1	S1	Jun 09, 2017		Soil	M17-Jn10899	X	X
2	S2	Jun 09, 2017		Soil	M17-Jn10900	X	X
3	S3	Jun 09, 2017		Soil	M17-Jn10901	X	X
4	S4	Jun 09, 2017		Soil	M17-Jn10902	X	X
5	S5	Jun 09, 2017		Soil	M17-Jn10903	X	X
Test Counts						5	5

## Internal Quality Control Review and Glossary

### General

1. Laboratory QC results for Method Blanks, Duplicates, Matrix Spikes, and Laboratory Control Samples are included in this QC report where applicable. Additional QC data may be available on request.
2. All soil results are reported on a dry basis, unless otherwise stated.
3. All biota results are reported on a wet weight basis on the edible portion, unless otherwise stated.
4. Actual LORs are matrix dependant. Quoted LORs may be raised where sample extracts are diluted due to interferences.
5. Results are uncorrected for matrix spikes or surrogate recoveries except for PFAS compounds.
6. SVOC analysis on waters are performed on homogenised, unfiltered samples, unless noted otherwise.
7. Samples were analysed on an 'as received' basis.
8. This report replaces any interim results previously issued.

### Holding Times

Please refer to 'Sample Preservation and Container Guide' for holding times (QS3001).

For samples received on the last day of holding time, notification of testing requirements should have been received at least 6 hours prior to sample receipt deadlines as stated on the Sample Receipt Advice.

If the Laboratory did not receive the information in the required timeframe, and regardless of any other integrity issues, suitably qualified results may still be reported.

Holding times apply from the date of sampling, therefore compliance to these may be outside the laboratory's control.

**\*\*NOTE:** pH duplicates are reported as a range NOT as RPD

### Units

**mg/kg:** milligrams per kilogram

**ug/L:** micrograms per litre

**ppb:** Parts per billion

**org/100mL:** Organisms per 100 millilitres

**MPN/100mL:** Most Probable Number of organisms per 100 millilitres

**mg/L:** milligrams per litre

**ppm:** Parts per million

**%:** Percentage

**NTU:** Nephelometric Turbidity Units

### Terms

<b>Dry</b>	Where a moisture has been determined on a solid sample the result is expressed on a dry basis.
<b>LOR</b>	Limit of Reporting.
<b>SPIKE</b>	Addition of the analyte to the sample and reported as percentage recovery.
<b>RPD</b>	Relative Percent Difference between two Duplicate pieces of analysis.
<b>LCS</b>	Laboratory Control Sample - reported as percent recovery.
<b>CRM</b>	Certified Reference Material - reported as percent recovery.
<b>Method Blank</b>	In the case of solid samples these are performed on laboratory certified clean sands and in the case of water samples these are performed on de-ionised water.
<b>Surr - Surrogate</b>	The addition of a like compound to the analyte target and reported as percentage recovery.
<b>Duplicate</b>	A second piece of analysis from the same sample and reported in the same units as the result to show comparison.
<b>USEPA</b>	United States Environmental Protection Agency
<b>APHA</b>	American Public Health Association
<b>TCLP</b>	Toxicity Characteristic Leaching Procedure
<b>COC</b>	Chain of Custody
<b>SRA</b>	Sample Receipt Advice
<b>QSM</b>	Quality Systems Manual ver 5.1 US Department of Defense
<b>CP</b>	Client Parent - QC was performed on samples pertaining to this report
<b>NCP</b>	Non-Client Parent - QC performed on samples not pertaining to this report, QC is representative of the sequence or batch that client samples were analysed within.
<b>TEQ</b>	Toxic Equivalency Quotient

### QC - Acceptance Criteria

RPD Duplicates: Global RPD Duplicates Acceptance Criteria is 30% however the following acceptance guidelines are equally applicable:

Results <10 times the LOR : No Limit

Results between 10-20 times the LOR : RPD must lie between 0-50%

Results >20 times the LOR : RPD must lie between 0-30%

Surrogate Recoveries: Recoveries must lie between 50-150%-Phenols & PFAS

PFAS field samples that contain surrogate recoveries in excess of the QC limit designated in QSM 5.1 where no positive PFAS results have been reported have been reviewed and no data was affected.

### QC Data General Comments

1. Where a result is reported as a less than (<), higher than the nominated LOR, this is due to either matrix interference, extract dilution required due to interferences or contaminant levels within the sample, high moisture content or insufficient sample provided.
2. Duplicate data shown within this report that states the word "BATCH" is a Batch Duplicate from outside of your sample batch, but within the laboratory sample batch at a 1:10 ratio. The Parent and Duplicate data shown is not data from your samples.
3. Organochlorine Pesticide analysis - where reporting LCS data, Toxaphene & Chlordane are not added to the LCS.
4. Organochlorine Pesticide analysis - where reporting Spike data, Toxaphene is not added to the Spike.
5. Total Recoverable Hydrocarbons - where reporting Spike & LCS data, a single spike of commercial Hydrocarbon products in the range of C12-C30 is added and it's Total Recovery is reported in the C10-C14 cell of the Report.
6. pH and Free Chlorine analysed in the laboratory - Analysis on this test must begin within 30 minutes of sampling. Therefore laboratory analysis is unlikely to be completed within holding time. Analysis will begin as soon as possible after sample receipt.
7. Recovery Data (Spikes & Surrogates) - where chromatographic interference does not allow the determination of Recovery the term "INT" appears against that analyte.
8. Polychlorinated Biphenyls are spiked only using Aroclor 1260 in Matrix Spikes and LCS.
9. For Matrix Spikes and LCS results a dash "-" in the report means that the specific analyte was not added to the QC sample.
10. Duplicate RPDs are calculated from raw analytical data thus it is possible to have two sets of data.

## Quality Control Results

Test				Units	Result 1			Acceptance Limits	Pass Limits	Qualifying Code
Method Blank										
Total Recoverable Hydrocarbons - 1999 NEPM Fractions										
TRH C6-C9			mg/kg	< 20				20	Pass	
TRH C10-C14			mg/kg	< 20				20	Pass	
TRH C15-C28			mg/kg	< 50				50	Pass	
TRH C29-C36			mg/kg	< 50				50	Pass	
Method Blank										
BTEX										
Benzene			mg/kg	< 0.1				0.1	Pass	
Toluene			mg/kg	< 0.1				0.1	Pass	
Ethylbenzene			mg/kg	< 0.1				0.1	Pass	
m&p-Xylenes			mg/kg	< 0.2				0.2	Pass	
o-Xylene			mg/kg	< 0.1				0.1	Pass	
Xylenes - Total			mg/kg	< 0.3				0.3	Pass	
Method Blank										
Total Recoverable Hydrocarbons - 2013 NEPM Fractions										
Naphthalene			mg/kg	< 0.5				0.5	Pass	
TRH C6-C10			mg/kg	< 20				20	Pass	
TRH >C10-C16			mg/kg	< 50				50	Pass	
TRH >C16-C34			mg/kg	< 100				100	Pass	
TRH >C34-C40			mg/kg	< 100				100	Pass	
LCS - % Recovery										
Total Recoverable Hydrocarbons - 1999 NEPM Fractions										
TRH C6-C9			%	94				70-130	Pass	
TRH C10-C14			%	71				70-130	Pass	
LCS - % Recovery										
BTEX										
Benzene			%	91				70-130	Pass	
Toluene			%	95				70-130	Pass	
Ethylbenzene			%	95				70-130	Pass	
m&p-Xylenes			%	92				70-130	Pass	
Xylenes - Total			%	93				70-130	Pass	
LCS - % Recovery										
Total Recoverable Hydrocarbons - 2013 NEPM Fractions										
Naphthalene			%	98				70-130	Pass	
TRH C6-C10			%	94				70-130	Pass	
TRH >C10-C16			%	76				70-130	Pass	
Test	Lab Sample ID	QA Source	Units	Result 1				Acceptance Limits	Pass Limits	Qualifying Code
Spike - % Recovery										
Total Recoverable Hydrocarbons - 1999 NEPM Fractions					Result 1					
TRH C6-C9		M17-Jn11009	NCP	%	115			70-130	Pass	
TRH C10-C14		M17-Jn11473	NCP	%	70			70-130	Pass	
Spike - % Recovery										
BTEX					Result 1					
Benzene		M17-Jn11009	NCP	%	113			70-130	Pass	
Toluene		M17-Jn11009	NCP	%	116			70-130	Pass	
Ethylbenzene		M17-Jn11009	NCP	%	118			70-130	Pass	
m&p-Xylenes		M17-Jn11009	NCP	%	114			70-130	Pass	
o-Xylene		M17-Jn11009	NCP	%	118			70-130	Pass	
Xylenes - Total		M17-Jn11009	NCP	%	115			70-130	Pass	
Spike - % Recovery										



Test	Lab Sample ID	QA Source	Units	Result 1			Acceptance Limits	Pass Limits	Qualifying Code
<b>Total Recoverable Hydrocarbons - 2013 NEPM Fractions</b>				Result 1					
Naphthalene	M17-Jn11009	NCP	%	108			70-130	Pass	
TRH C6-C10	M17-Jn11009	NCP	%	115			70-130	Pass	
TRH >C10-C16	M17-Jn11473	NCP	%	79			70-130	Pass	
Test	Lab Sample ID	QA Source	Units	Result 1			Acceptance Limits	Pass Limits	Qualifying Code
<b>Duplicate</b>									
<b>Total Recoverable Hydrocarbons - 1999 NEPM Fractions</b>				Result 1	Result 2	RPD			
TRH C6-C9	M17-Jn10229	NCP	mg/kg	< 20	< 20	<1	30%	Pass	
TRH C10-C14	M17-Jn11472	NCP	mg/kg	< 20	< 20	<1	30%	Pass	
TRH C15-C28	M17-Jn11472	NCP	mg/kg	53	57	8.0	30%	Pass	
TRH C29-C36	M17-Jn11472	NCP	mg/kg	65	77	17	30%	Pass	
<b>Duplicate</b>									
<b>BTEX</b>				Result 1	Result 2	RPD			
Benzene	M17-Jn10229	NCP	mg/kg	< 0.1	< 0.1	<1	30%	Pass	
Toluene	M17-Jn10229	NCP	mg/kg	< 0.1	< 0.1	<1	30%	Pass	
Ethylbenzene	M17-Jn10229	NCP	mg/kg	< 0.1	< 0.1	<1	30%	Pass	
m&p-Xylenes	M17-Jn10229	NCP	mg/kg	< 0.2	< 0.2	<1	30%	Pass	
o-Xylene	M17-Jn10229	NCP	mg/kg	< 0.1	< 0.1	<1	30%	Pass	
Xylenes - Total	M17-Jn10229	NCP	mg/kg	< 0.3	< 0.3	<1	30%	Pass	
<b>Duplicate</b>									
<b>Total Recoverable Hydrocarbons - 2013 NEPM Fractions</b>				Result 1	Result 2	RPD			
Naphthalene	M17-Jn10229	NCP	mg/kg	< 0.5	< 0.5	<1	30%	Pass	
TRH C6-C10	M17-Jn10229	NCP	mg/kg	< 20	< 20	<1	30%	Pass	
TRH >C10-C16	M17-Jn11472	NCP	mg/kg	< 50	< 50	<1	30%	Pass	
TRH >C16-C34	M17-Jn11472	NCP	mg/kg	120	130	11	30%	Pass	
TRH >C34-C40	M17-Jn11472	NCP	mg/kg	< 100	< 100	<1	30%	Pass	
<b>Duplicate</b>									
				Result 1	Result 2	RPD			
% Moisture	M17-Jn10797	NCP	%	4.8	5.0	3.0	30%	Pass	

## Comments

### Sample Integrity

Custody Seals Intact (if used)	N/A
Attempt to Chill was evident	Yes
Sample correctly preserved	Yes
Appropriate sample containers have been used	Yes
Sample containers for volatile analysis received with minimal headspace	Yes
Samples received within HoldingTime	Yes
Some samples have been subcontracted	No

### Qualifier Codes/Comments

Code	Description
N01	F2 is determined by arithmetically subtracting the "naphthalene" value from the ">C10-C16" value. The naphthalene value used in this calculation is obtained from volatiles (Purge & Trap analysis).
N02	Where we have reported both volatile (P&T GCMS) and semivolatile (GCMS) naphthalene data, results may not be identical. Provided correct sample handling protocols have been followed, any observed differences in results are likely to be due to procedural differences within each methodology. Results determined by both techniques have passed all QAQC acceptance criteria, and are entirely technically valid.
N04	F1 is determined by arithmetically subtracting the "Total BTEX" value from the "C6-C10" value. The "Total BTEX" value is obtained by summing the concentrations of BTEX analytes. The "C6-C10" value is obtained by quantitating against a standard of mixed aromatic/aliphatic analytes.

### Authorised By

Natalie Krasselt	Analytical Services Manager
Alex Petridis	Senior Analyst-Metal (VIC)
Alex Petridis	Senior Analyst-Organic (VIC)
Harry Bacalis	Senior Analyst-Volatile (VIC)
Huong Le	Senior Analyst-Inorganic (VIC)
Joseph Edouard	Senior Analyst-Organic (VIC)



**Glenn Jackson**

**National Operations Manager**

Final report - this Report replaces any previously issued Report

- Indicates Not Requested

\* Indicates NATA accreditation does not cover the performance of this service

Measurement uncertainty of test data is available on request or please [click here](#).

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Shire of  
**Katanning**  
Heart of the Great Southern

Sunday Trading  
OCM Agenda Attachments  
July 2017



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1. National Retail Association (NRA) Request
2. Public consultation details
3. Summary of submissions
4. Retail Trading Hours Information Page



January 9, 2017

Katanning Shire Councillors  
Katanning Shire CEO  
PO Box 130  
Katanning WA 6317

PO Box 1544  
Coorparoo DC Q 4151  
**ABN** 44 009 664 073  
**P** 1800 RETAIL  
**F** 07 3240 0130  
[www.nra.net.au](http://www.nra.net.au)

Email: [admin@katanning.wa.gov.au](mailto:admin@katanning.wa.gov.au)

Dear Councillors

The NRA's membership is comprised of members from all the sub-categories of retail including fashion, groceries, department stores, home wares, hardware, recreational goods, newsagents, fast food, cafes and personal services like hairdressing and beauty. It also includes both large and small businesses.

The NRA believes the time has come to bring trading hours regulations into the 21<sup>st</sup> century, and to ensure that it continues to meet the needs of businesses, customers and employees in our fast-changing world.

**On behalf of all retailers, I would like to take the opportunity to permanently open Katanning for all retail between 10.00 am to 5.00 pm on Sundays.**

For consumers, restrictions on trading hours impinge on consumer choice regarding when (and where) to shop, causing inconvenience and congestion costs. For retailers, there are efficiency costs and administration costs in complying with state trading regimes. But the largest costs are reserved for those retailers who are prevented from trading to the extent they would like. They forego trade to other retailers and also to other avenues of discretionary consumer spending. Restrictions also prevents innovative retailers in the region to rise to the challenges of tourism and passing trade.

Permitting Sunday trading in the Katanning Shire would benefit both consumers and retailers and lead to economic and employment growth in the area, particularly in relation to the local supermarket Woolworths. Woolworths is an iconic Australian retailer which opened its first store in 1924. Woolworths engages more than 3000 large and small suppliers with a focus on local producers. Woolworths is also one of the largest employers in Australia with more than 205,000 employees across the country.





## Consumer

In most locations across the state seven-day trade is now the norm, for example, of the 94 Woolworths stores throughout the state less than 5 per cent of those stores cannot trade on Sunday. The NRA considers that the regional presence of Woolworths is by no means dominant. Our research indicates that when the consumer chooses a store, it is not just the location of the store that impacts their decision but what other retailers are co-located, the ease of access to good parking, and the ability to be able to get everything they need.

In many regional centres that Woolworths stores currently serve, there is no other full range supermarket presence limiting the choices of customers. By having access to a Woolworths, consumers are being given access to high quality fresh food at a low price, with data showing that 40% of the items purchased in a full range supermarket are derived from fresh departments.

In recent NRA research, the majority of customers indicated that the change in trading hours would not change which supermarket retailer they shop at, but would provide them with greater flexibility about when they shop. Most customers are shopping at least weekly, with most conducting a semi-big shop once a week then picking up additional items throughout the week, such as bread, milk or fresh items for that night's meal.

The NRA research received feedback citing greater convenience and the ability to shop in quieter times or freeing up alternative times as the key reasons for supporting the proposal: *"People should be able to shop for groceries when it's convenient for them - people are working longer hours and many also work shifts. Therefore traditional hours are no longer convenient. Also other States in Australia have longer opening hours for supermarkets - Western Australia is being left behind"*

Convenience stores and service stations can trade on Sunday. It is recognised that such businesses offer food and grocery products at higher prices in comparison to full range supermarkets. While these stores will provide 'top-up' shopping alternatives to shoppers, shoppers will be faced with higher prices. The policy of state-wide, uniform pricing was introduced by Woolworths in 2010, and sought to eliminate the decades-old practice of many retailers charging country people higher prices at the checkout for household necessities than would be paid by their counterparts in the cities. Permitting Sunday trading would provide access to food and groceries to the people of Katanning at a low price every day of the week.

Additionally, closing on Sundays encourages consumers to consume more takeaway or restaurant food on Sundays, when they are unable to access a full range supermarket to buy fresh food. These supermarkets now stock a range of quality ready to cook or semi prepared meals that are made with quality ingredients and developed in conjunction with local Australian producers. This affordable range of ready-made meals will feature

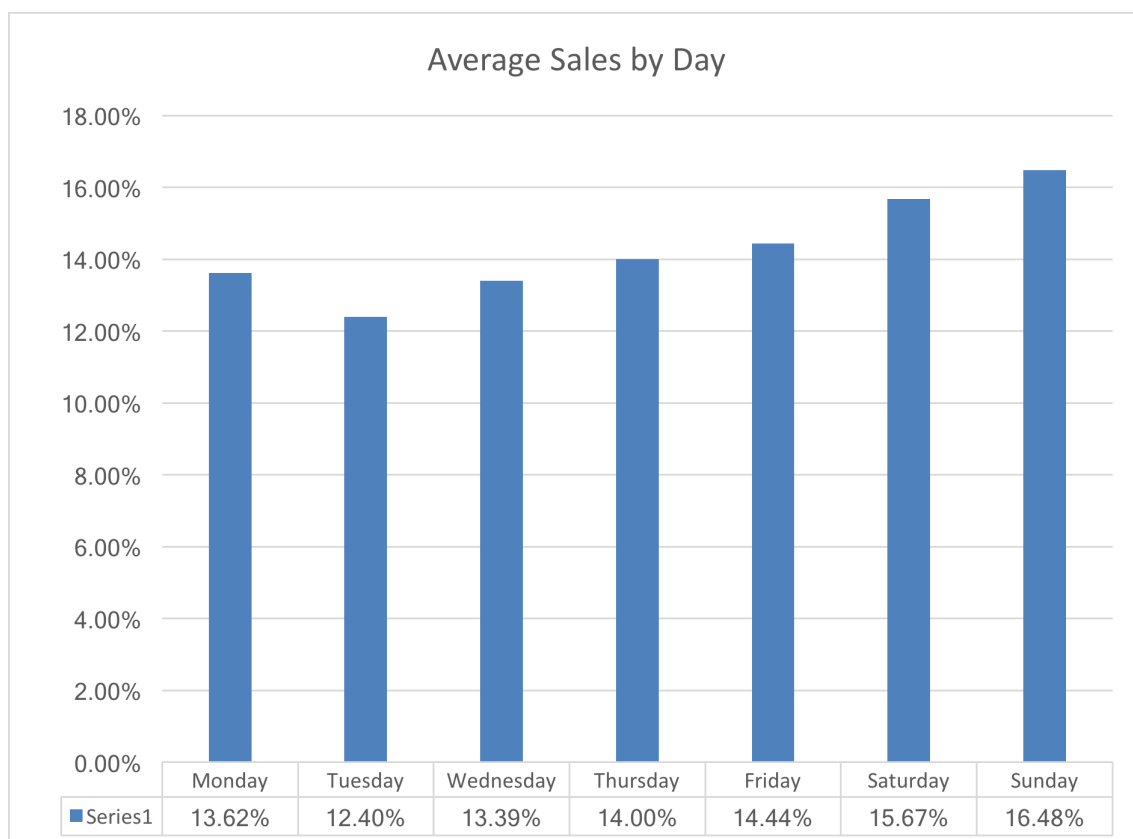


nutritional information and provide a convenient and nutritious alternative to takeaway food.

The range is made up of pre-cut vegetables and mixed salads, soups, curries, quiches, pizza, pasta dishes, marinated meats and fresh sauces. The meals will also come in a range of portion sizes, and start from as little as \$5 per unit. With the current health and obesity challenges existing in Australia, the WA Government should be looking at ways to increase access to fresh nutritious food. Permitting Sunday trading is a simple, cost-effective method to achieve this.

Therefore sales lost by Katanning retailers when closed on Sunday will be lost forever as it is highly unlikely, given the proximity of other centres, that sales would be deferred until the preferred shop opens.

Data has been collected regarding the average percentage mix of sales per day of the Woolworths stores across WA for the weeks commencing November 2016. As this data suggests, a high proportion of sales transactions occur on the weekend, with 15.0 per cent and 14.6per cent occurring on Saturday and Sunday respectively. Essentially, 30 percent of the sales transactions occur on the weekend.







Keeping sufficient stock levels for customers is a major concern for stores like Woolworths. The time taken on a Saturday to run down stock levels, reduce items for clearance and build stock levels up again on a Monday, provides a less than efficient work environment for staff and a less than optimal shopping environment for customers.

### **Small Business**

The National Retail Association believes all business will benefit if they choose to engage in Sunday trade. When Woolworths attracts over 13,000 customers per week to Katanning, other small business such as cafes and restaurants benefit from that additional customer traffic.

In our experience once Sunday trade has been approved additional customers will participate in weekend shopping. When Sunday trade has been approved, there is not just a shift of current customers to a different day, there is also a lift in customer numbers of at least 5 per cent.

### **Employment**

At present, Woolworths employs more than 80 team members within the store. In the Katanning store team members have a diverse mix of age, gender, and employment status. In particular, 20 per cent of Woolworths team members are 20, or younger and 90 per cent of the hours are either full time or part time. This is significant, as this gives the team job security and a clear routine when it comes to allocation of shifts.

It is estimated that Woolworths would engage team members for an additional 80 hours of employment per week if Sunday trade is granted at a higher rate of pay. Woolworths is committed to ensuring that any additional hours generated on a weekend will be voluntary for existing team members. This employment impact for the area would also have a positive effect for the local economy with the additional wages being injected back into the community.

### **Tourism**

WA has a significant and growing population, with research showing that this population undertakes local day trips and overnight visitation in the regions around the major population centres.

Tourists or visitors whose schedules does not recognise any difference between the days of the week have clearly benefited from shops opening on Sunday.

### **Next Steps**

We believe that it is now time for permanent Sunday trading as the benefits to consumers, tourism, costs of living and employment are important for Katanning and the local economy. NRA looks forward to working with the Katanning Shire to introduce Sunday Trading year round and constructively contributing to the economic success of Katanning.



Lifting the restrictions would allow retailers to provide consumers with goods and services at times that are convenient and suited to modern lifestyles. Importantly, the changes have a large potential economic benefit to the community, which are easy to implement at no cost to taxpayers.

We have also identified that introducing permanent Sunday trading in the Katanning area would directly strengthen the region's economic base; develop and promote Katanning as a unique and sought after destination; revitalise the city centre resulting in increased activity; and increase tourist visitor numbers. The Council must be aware that permitting Sunday trading would help to achieve all of these elements, again at no cost to the Council or to taxpayers.

I appreciate your assistance in this matter and look forward to hearing from you.

Kind regards

**David Stout**  
Manager of Industry Policy  
Research & Projects

**CONSULTATION CONTACT LIST (Letters inviting Submissions)**

The Honourable Martin Aldridge MLC  
Member for Agricultural Region  
Level 1, Sterling House  
8 Parliament Place  
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The Honourable Jim Chown MLC  
Member for Agricultural Region  
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The Honourable Colin de Grussa MLC  
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The Honourable Laurie Graham MLC  
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Mr Peter Rundle MLA  
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WAGIN WA 6315

Chief Executive Officer  
Shire of Kent  
PO Box 15  
NYABING WA 6341

Chief Executive Officer  
Shire of Gnowangerup  
28 Yougenup Rd  
GNOWANGERUP WA 6335

Chief Executive Officer  
Shire of Woodanilling  
PO Box 99  
WOODANILLING WA 6316

## **PUBLIC NOTICES**

1. Website
  - Latest News section: Uploaded 27 April 2017
  - Public Consultation section: Uploaded 27 April 2017
2. Facebook
  - 28 April 2017
  - 15 May 2017
  - 26 May 2017
  - 8 June 2017
3. Shire Matters
  - 1 May 2017
  - 1 June 2017
4. Public Noticeboards
  - Kowalds Newsagency
  - BKW CoOp
  - Library
  - KLC
  - Visitors Centre
  - Shire Administration
5. Emailed Shire staff and Councillors
  - 26 April 2017
6. Twitter
  - 31 May 2017
  - 8 June 2017
7. Newspaper Great Southern Herald
  - Thursday 27 April 2017
  - Thursday 4 May 2017

Name  
Address  
Address

Dear Mr/Mrs/Ms

### **PROPOSAL FOR EXTENDED RETAIL TRADING HOURS – SHIRE OF KATANNING**

The Shire of Katanning is considering a proposal to permanently allow retail trading on Sundays between 10.00am and 5.00pm in the Shire of Katanning.

Council is seeking the views of key stakeholders and the community generally before considering making an application to the Department of Commerce for permanent Sunday trading in Katanning.

Written submissions are sought by 5.00pm Thursday 8 June 2017 and can be made to:

Chief Executive Officer  
Shire of Katanning  
By Post: PO Box 130, KATANNING WA 6317  
In Person: 16-24 Austral Tce, KATANNING WA 6317  
By Email: [admin@katanning.wa.gov.au](mailto:admin@katanning.wa.gov.au)

#### **Rights of Traders to Exercise Individual Discretion**

Local traders have the right to exercise individual discretion whether to open or not during the proposed trading extension. Traders have the right to exercise individual discretion and decisions made by traders will be supported by the Department of Commerce WA.

Further information on retail trading hours is available from the Department of Commerce website: [www.commerce.wa.gov.au/consumer-protection/retail-trading-hours](http://www.commerce.wa.gov.au/consumer-protection/retail-trading-hours).

If you would like further information or would like to discuss this matter further, please do not hesitate to contact the undersigned at the Shire Administration Centre on 08 9821 9999.

Yours faithfully

Julian Murphy  
**Chief Executive Officer**

24 April 2017

**SHIRE OF KATANNING  
PROPOSAL FOR EXTENDED RETAIL TRADING HOURS**

**VARIATION TO RETAIL TRADING HOURS**

The Shire of Katanning is considering a proposal to permanently allow for Sunday retail trading between 10.00am and 5.00pm in the Shire of Katanning.

**CONSULTATION WITH THE COMMUNITY AND BUSINESSES**

The Shire of Katanning is seeking the views of key stakeholders including retailers, local trader organisations, tourism interests and the community generally before considering making an application to the Department of Commerce for permanent Sunday trading in Katanning.

**Submissions on the proposal to permanently allow for Sunday retail trading between 10.00am and 5.00pm in the Shire of Katanning should be made in writing to:**

Chief Executive Officer  
Shire of Katanning  
By Post: PO Box 130, KATANNING WA 6317  
In Person: 16-24 Austral Tce, KATANNING WA 6317  
By Email: [admin@katanning.wa.gov.au](mailto:admin@katanning.wa.gov.au)  
Telephone: 9821 9999

**Closing Date for Submissions: 5.00pm Thursday 8 June 2017**

**RIGHTS OF TRADERS TO EXERCISE INDIVIDUAL DISCRETION**

Local traders have the right to exercise individual discretion whether to open or not during the proposed trading extension. Traders have the right to exercise individual discretion and decisions made by traders will be supported by the Department of Commerce WA.

Further information on retail trading hours is available from the Department of Commerce website: [www.commerce.wa.gov.au/consumer-protection/retail-trading-hours](http://www.commerce.wa.gov.au/consumer-protection/retail-trading-hours)

## Shire of Katanning

### Proposal for Extended Retail Trading Hours – Summary of Submissions

Item	Name/Details	Submission
1	Asher Tussler, Katanning	<p>I think it would be a great idea for Sunday trade because of the following:</p> <ul style="list-style-type: none"><li>• More job opportunities</li><li>• More shops may pop up</li><li>• It will bring more people in from surrounding towns</li><li>• More local shopping</li><li>• Would make it easier for everyone who works on Saturday to be able to do their shopping on Sundays</li><li>• Would make Woolworths carpark safe</li></ul>
2	Rowan Sander, Katanning	<p>I strongly support the proposal to have Sunday trading. I believe it would bring more people to town who would otherwise drive on by. It would also be convenient for me and my family. In the weeks before Christmas when Sunday trading is allowed it is great to be able to do the shopping together as a family, or even better, for me to get it done by myself without the children. I know many other busy families feel the same way.</p>
3	David Barker, Katanning	<p>I submit that we adopt Sunday trading for the following reasons:</p> <ul style="list-style-type: none"><li>• Travellers passing through katanning are more likely to stop in Katanning and shop, rather than continue on to another town to shop.</li><li>• Full time workers that live in Katanning would have the opportunity to shop in Katanning rather than shop in another town on Sunday.</li><li>• Family and friends visiting Katanning residents on the weekend will be able to shop on Sunday as they are used to in their town.</li></ul>
4	Mr JW & Mrs PA Sambell, Katanning	<p>Wish to record our opposition to any change to existing trading hours. While this change may be supported by the large supermarkets, it is our opinion that the smaller local shops will be disadvantaged and the existing nature of weekend activities altered without due cause.</p>
5	Ethel Howard, Katanning	<p>I wish to record my disapproval of the proposal to introduce permanent Sunday trading in Katanning. I feel that this would be unfair to many of the small businesses. I also think that the health and wellbeing of families could be compromised by longer working hours. Quality family time and adequate time for rest and recreation are so important. Surely we don't need a 7 day</p>



		working week. A long term resident of this town told me that when she first came she was delighted by the peace and quiet of the weekend here and the country life style. Isn't this a treasure that should be maintained?
6	Matthew Gilfellow, CEO Shire of Dumbleyung	The Shire of Dumbleyung will not be making a submission
7	Jean Phillips, Katanning	I am opposed to this move because we already have too many empty shops in town. Woolworths have sucked the life out of small businesses over the years and this will be their final coup. Folk have said "But it isn't compulsory, the other shops don't have to open if they don't want to." What they don't realise is that if people do major shopping on Sunday, they won't be in smaller shops buying those products during the week. Once the delis join the butchers, bakers, petrol stations etc. and go out of business, the multinational will put up the prices that they lowered to get the customers, and our main streets will be deserted. It happened in the UK 40 years ago & now we are going the same way.
8	Rick Mitchell-Collins, CEO Shire of Kojonup	The Shire of Kojonup views the option of Sunday trading positively however the ultimate decision rests with traders and the respective pros and cons in relation to customer base, target markets, business planning and penalty rates. At the very least the Shire of Katanning is providing local traders an opportunity which the Shire of Kojonup supports.
9	Keith Williams, CEO Shire of Broomehill Tambellup	Council discussed the proposal at its Ordinary Council meeting held on 18 May and has no objections.
10	Kim Bremner, Katanning	I would like to take this opportunity to register my objection to Woolworths request to extend their trading hours in this town. I believe it's totally unnecessary in a small town such as ours. I am concerned about the other business trader in town who will be forced to follow suit and consequently find themselves financially burdened due to extra wages. I have worked for many years over the weekends as my chosen industry demands it, and I can assure you it is not a lot of fun, but that is my choice, unlike the employees of Woolworths who will not be given a choice.
11	Alan McFarland, Katanning	It was interesting to see that within the Great Southern this has been an issue many times. Most recently the local Co-Op in Mount Barker was pushing for the Shire to allow Sunday trading. At their meeting on 23 May 2017, council unanimously passed the following hours: Mon, Tues, Wed, and Fri 8am – 6pm Thur 8am – 9pm Sat 8am – 5pm Sun 9am – 4pm

		<p>Inclusive of public holidays except for (Christmas Day and Good Friday) and Anzac Day trading 12 noon to 4pm.</p> <p>One of the major factors for this decision was that “residents of nearby jurisdictions treat Mount Barker as a regional centre and conduct business in Mount Barker. Extended trading hours would be beneficial for those visitors.</p> <p>Katanning promotes itself as a regional centre. Certainly now that Saturday afternoon trading is taking place it is interesting to see that the local supermarket on Clive Street generally has a pretty full car park with a split of out of town and local cars. When there is a big sports day, there would be barely a vacant space there all day.</p> <p>With the advent of the new Dome Old Mill development it’s hoped that Katanning will form part of an inland tourist trail. One of the major complaints of visitors to the town that I have is that there is nothing to buy on weekends if you don’t like chicken, pizza or deep fried food. I’m not sure how that will change with the advent of Sunday trading, but at least there are more options that might be available on that particular day of the week.</p> <p>Certainly for owner operated businesses that might open penalty rates are an issue. This generally means that the owner works on those days when the penalties apply. For the larger businesses they would use rosters, employ cheaper staff or a combination of the two. But as people are working they are getting paid and thus more wages are being injected into the economy.</p> <p>The recent study by the Economic Regulatory Body into Retail Trading Hours, certainly had much to say in regard to restricting trading hours. A key point is that “The ERA considers that consumer choice, rather than government regulation, should determine which shops open and when. Retailers will respond to consumer demand by opening when it is profitable for them to do so and closing when it is not. Deregulation of retail trading hours will generally not result in shops being open 24 hours a day, seven days a week, although a small number of retailers may choose to if it is profitable to do so.”</p> <p>Certainly in the report the traditional reasons for not opening stores on a Sunday, (such as observing the Sabbath, time for sport or family) have been shown to no longer be valid in today’s society.</p> <p>There is nothing to say a business has to open. In our case we are registered as a “small retail shop” and are able to open when we like. It is our choice to open or not. We have opened my store during the extended Christmas trading and had very limited success. Yet we still do so due to the amount of consumers that re out and about during that time. Sunday trading may</p>
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		<p>mean that those that do attend sporting events or religious services may shop in town afterwards, as a family. Especially those that wouldn't normally get the chance to shop as a family while school and work commitments take priority.</p> <p>I believe the deregulation of retail trading hours would increase the amount of economic activity in our town overall. It would increase employment, encourage businesses to set up and hopefully keep some of those dollars now being spend elsewhere here in our town.</p>
12	KRBA	<p>The Katanning Regional Business Association undertook a survey of members (11 respondents) with the following questions and responses:</p> <p>Do you support Sunday Trading being introduced in Katanning?</p> <ul style="list-style-type: none"> <li>• Yes – 80%</li> <li>• No – 20%</li> </ul> <p>If Sunday Trading was introduced in Katanning, would you open your business on Sundays?</p> <ul style="list-style-type: none"> <li>• Yes for the whole day – 20%</li> <li>• Yes for some of the day – 40%</li> <li>• No – 40%</li> </ul> <p>How do you think the introduction of Sunday Trading would impact on your business?</p> <ul style="list-style-type: none"> <li>• Positively – 60%</li> <li>• Negatively – 0%</li> <li>• It won't – 40%</li> </ul> <p>Any other comments:</p> <ul style="list-style-type: none"> <li>• To work it needs to be promoted well.</li> <li>• Before Sunday Trading is introduced, all day Saturday trading should be looked at first.</li> <li>• Let us get up with the times, every day is a day for business. Not just making money but offering our services and products. The Shire and Post Office also need to seriously look at offering their services Saturday mornings.</li> </ul>

## Retail trading hours

Retail trading hours provide times when retailers in Western Australia can open for business. In some cases the type of business can dictate the hours which the business can be open to customers.

There are also times throughout the year which extended trading may apply such as Easter and Christmas.

### Extended trading

The following hours apply to general retail shops in the Perth metropolitan area.

#### Labour Day

Monday, 6 March (public holiday) 8am-6pm

#### Easter Monday

Monday, 17 April (public holiday) 8am-6pm

### General trading hours information

#### Closed for trading days

All general retail shops must be closed on:

- Christmas Day,
- Good Friday, and
- ANZAC Day.

### Trading hours by retail type

#### The **Retail Trading Hours Act 1987**

([http://slp.wa.gov.au/legislation/statutes.nsf/main\\_mrtitle\\_1996\\_homepage.html](http://slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_1996_homepage.html)) applies to retail shops in Western Australia south of the **26th parallel** (</consumer-protection/26th-parallel>). It sets out the trading hours and rules covering various categories of retail outlets.

The trading hours of the following store types are not covered by the act:

- restaurants,
- cafes,

- takeaway food shops,
- short-term markets (set up and dismantled in one day), and
- shops on Rottnest Island

You must apply for a certificate if you want to trade as a **small retail shop** (</publications/certificate-small-retail-shop-application>) or a **special retail shop** (</publications/certificate-special-retail-shop-application>). Qualified applications will be processed promptly and free of charge. Traders can also request these application forms by calling us on 1300 30 40 54 or by **email** (<mailto:consumer@commerce.wa.gov.au>).

### **General retail shops**

All shops are regarded as general retail shops unless they fall under any one of the other categories including: small retail shops, special retail shops, filling - service stations or motor vehicle shops.

### **Trading hours for general retail shops in the Perth metropolitan area** (</sites/default/files/atoms/files/metropolitaareamap.pdf>)

- 8.00 am – 9.00 pm on Monday, Tuesday, Wednesday Thursday and Friday
- 8.00 am – 5.00 pm on Saturday
- 11.00 am – 5.00 pm on Sunday
- 11.00 am – 5.00 pm on public holidays
- CLOSED on Christmas Day, Good Friday and ANZAC Day

Note: Traders do not have to open, however may choose when they open within the specified trading hours.

### **Small retail shops**

In part, small retail shops are shops owned by up to six people who operate no more than four retail shops, in which up to 25 people work at any one time (people employed as apprentices are not included in maximum permitted staffing numbers).

Small retail shops may sell any goods other than motor vehicles.

If you want to trade as a small retail shop you must **apply for a certificate** (</publications/certificate-small-retail-shop-application>). Qualified applications will be processed promptly and free of charge.

Shops in this category can trade 24 hours a day, every day of the year.

### **Special retail shops**

Special retail shops are considered necessary for emergency, convenience or recreation goods.

Special retail shops include:

- pharmacies;
- garden nurseries;
- hardware and home improvement shops;
- newsagencies and bookshops;
- video shops;
- art and craft shops;
- souvenir and duty free shops;
- shops at sports venues;
- boating shops;
- motor vehicle spare parts shops; and
- shops at international standard hotels.

If you want to trade as a special retail shop you must **apply for a certificate** (</sites/default/files/atoms/files/appforcertspecialretailshop.pdf>).

Qualified applications will be processed promptly and free of charge.

The list of the goods able to be sold are prescribed in the **regulations**

([https://www.slp.wa.gov.au/legislation/statutes.nsf/main\\_mrtitle\\_1996\\_homepage.html](https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_1996_homepage.html))

### **Trading hours:**

- 6.00 am – 11:30 pm every day of the year

### **Filling stations – service stations**

Filling stations include any business that sells motor fuel.

Filling station trading hours are deregulated in all areas.

There are restrictions on the range of non-petroleum goods which may be sold from filling stations after general retail shop trading hours.

For further information on after hours non-petroleum stock options contact Trading Hours enquiries on (08) 6251 1406.

The list of the goods able to be sold are prescribed in the **regulations**

([https://www.slp.wa.gov.au/legislation/statutes.nsf/main\\_mrtitle\\_1996\\_homepage.html](https://www.slp.wa.gov.au/legislation/statutes.nsf/main_mrtitle_1996_homepage.html))

## Motor vehicle shops – car yards

A motor vehicle shop includes any shop where motor vehicles are sold.

### Trading hours:

- 8.00 am – 6.00 pm on Monday, Tuesday, Thursday and Friday
- 8.00 am – 9.00 pm on Wednesday
- 8.00 am – 1.00 pm on Saturday
- CLOSED on Sunday
- CLOSED on public holidays

### Non-metropolitan areas

Local government authorities outside the Perth metropolitan area can apply to Consumer Protection to extend the trading hours for general retail shops in their district beyond those stipulated in the Act.

### Permits

Extended trading permits are available under certain conditions. These include, for example, swapmeets, trade fairs and industry expos. For specific advice on the issue of permits please contact us on (08) 6251 1406.

### More information

#### Retail trading hours

Automotive, Marine and Trading Hours Branch of Consumer Protection on (08) 6251 1406.

#### Retail shop lease information

Small Business Development Corporation on 131 BIZ (131 249), or by email to [info@smallbusiness.wa.gov.au](mailto:info@smallbusiness.wa.gov.au) (<mailto:info@smallbusiness.wa.gov.au>).

### Wages

**Wageline** ([/labour-relations/wageline](http://labour-relations/wageline)) (free and confidential private-sector employment information service) on 1300 655 266 or email [labourrelations@dmirs.wa.gov.au](mailto:labourrelations@dmirs.wa.gov.au) (<mailto:labourrelations@dmirs.wa.gov.au>).

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