

TOWN OF COTTESLOE



ATTACHMENTS

ORDINARY COUNCIL MEETING – 23 JUNE 2026

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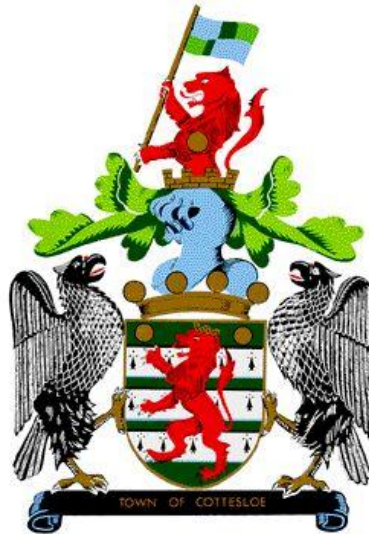
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TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.1A:
MONTHLY PAYMENT LISTING - MAY 2026**



109 Broome Street, Cottesloe WA 6011
 PO Box 606, Cottesloe WA 6911
 Telephone: 08 9285 5000
 ABN 19 824 630 520
 Email: town@cottesloe.wa.gov.au Web: www.cottesloe.wa.gov.au
 Office Hours: 8:30am to 4:30pm Monday to Friday

List of Monthly Payments
 01 May 2026 to 31 May 2026

Electronic Funds Transfer Payments & Cheques			
Date	Creditor Name	Invoice Description	Inclusive Amount
08-05-2026	A de Vries	Bond refund	\$ 1,000.00
25-05-2026	A de Vries	Refund - Compensation for water damages	\$ 750.00
08-05-2026	A Reyne	Bond refund	\$ 1,000.00
08-05-2026	A Zahran	Bond refund	\$ 2,000.00
25-05-2026	Afterglow Interpreting Services	Interpreting services	\$ 814.00
06-05-2026	Alinta Energy	Supply gas	\$ 135.55
25-05-2026	Alsco Pty Ltd	Hygiene Services	\$ 961.17
25-05-2026	AMS Technology Group Pty Ltd	Air conditioning maintenance services	\$ 770.00
08-05-2026	Apace Aid Incorporated	Supply plants	\$ 1,651.65
25-05-2026	Arbor Carbon	Environmental management consultancy services	\$ 5,500.00
08-05-2026	Australia Post	Postal services	\$ 10,901.21
25-05-2026	B Kidner	Bond refund	\$ 1,000.00
01-05-2026	Bicycle Network Victoria	Bicycle data services	\$ 2,282.50
25-05-2026	Boatshed Market Pty Ltd	Catering services	\$ 515.00
25-05-2026	Boral Resources (W.A) Ltd	Supply concrete	\$ 497.05
25-05-2026	Borsa Pty Ltd	Vehicle hire	\$ 643.50
01-05-2026	Boya Equipment Pty Ltd	Supply vehicle parts	\$ 46.13
01-05-2026	Briteshine Cleaning & Maintenance Services Pty Ltd	Cleaning services and supply consumables	\$ 45,919.15
25-05-2026	Bunnings Group Ltd	Various hardware items	\$ 861.03
08-05-2026	C Henderson	Bond refund	\$ 3,000.00
25-05-2026	C Skinner	Refund - Duplicate payment	\$ 295.00
08-05-2026	Cat Welfare Society Inc	Adoption reports	\$ 66.00
25-05-2026	Chubb Fire & Security Pty Ltd	Security system maintenance	\$ 329.55
25-05-2026	Corsign WA Pty Ltd	Signage services	\$ 2,004.20
25-05-2026	CRG Traffic	Refund - Workzone parking bay hire fee	\$ 15,120.00
25-05-2026	D Lalor	Refund - Rates overpayment	\$ 4,242.74
08-05-2026	D Thrift	Refund - Rates overpayment	\$ 1,344.02
25-05-2026	Datacom Solutions (AU) Pty Ltd	ERP consultancy services	\$ 5,766.96
01-05-2026	Department of Local Governemt Industry Regulation and Safety	Third party collection of Building Service Levies	\$ 7,840.29
01-05-2026	Department Of Premier & Cabinet	Gazette notice fees	\$ 436.65
08-05-2026	Department Of Transport	Disclosure information fees	\$ 4,161.60
25-05-2026	DFS Industrial & Environmental Services Pty Ltd	Street sweeping and drain cleaning services	\$ 33,871.75
01-05-2026	E Group Holdings Pty Ltd	Maintenance check on fire detection systems	\$ 232.65
08-05-2026	E Stevens	Bond refund	\$ 1,000.00
08-05-2026	E Van Beem	Refund - Rates overpayment	\$ 8,739.73
08-05-2026	Eagers WA PTY LTD	Vehicle service - Ute	\$ 1,360.00
25-05-2026	Electricity Generation And Retail Corporation	Electricity costs	\$ 38,797.76
08-05-2026	Environmental Health Australia (WA) Inc	Conference attendance fees	\$ 450.00

List of Monthly Payments
01 May 2026 to 31 May 2026

25-05-2026	G Kidner	Bond refund	\$ 1,000.00
08-05-2026	G Poland	Bond refund	\$ 1,000.00
25-05-2026	Galvins Plumbing Supplies	Supply filtration part	\$ 267.08
25-05-2026	Gas Assets Pty Ltd	Fertiliser application services	\$ 1,681.02
25-05-2026	Guardian Tactile Systems	Tactile paving repair services	\$ 3,827.41
08-05-2026	GWT Power Music Pty Ltd	Audio visual services	\$ 1,074.70
08-05-2026	Hames Sharley (WA) Pty Ltd	Consultancy services - Local Planning Strategy	\$ 7,902.14
08-05-2026	Hayley Sampson	Refund - Cancelled venue hire	\$ 1,020.00
01-05-2026	Hitech Security (WA) Pty Ltd	Security services	\$ 400.16
25-05-2026	I Gastev	Bond refund	\$ 1,000.00
25-05-2026	Integrated Management Consultants Pty Ltd	Service and parts SUV	\$ 3,219.00
08-05-2026	K Breen	Bond refund	\$ 1,000.00
25-05-2026	Kercheval Engineering Australia Pty Ltd	Project consultancy services - Marine Parade Shared Path	\$ 25,766.82
25-05-2026	L Archard	Bond refund	\$ 1,500.00
25-05-2026	Local Government Professionals Australia WA	Membership fees	\$ 75.00
25-05-2026	Mackie Plumbing And Gas Pty Ltd	Plumbing repair services	\$ 1,115.96
01-05-2026	Managed IT Pty Ltd	IT services and licences	\$ 577.50
08-05-2026	Managed IT Pty Ltd	IT services and licences	\$ 38,180.81
25-05-2026	Managed IT Pty Ltd	IT services and licences	\$ 20,016.43
25-05-2026	Marketforce Pty Ltd	Supply name badges	\$ 262.79
08-05-2026	Matrix Traffic And Transport Data PTY LTD	Data collections services	\$ 1,650.00
08-05-2026	Mcleods Lawyers Pty Ltd	Legal services	\$ 627.44
25-05-2026	Mcleods Lawyers Pty Ltd	Legal services	\$ 4,432.56
01-05-2026	Metrowest Service Pty Ltd	Electrical services	\$ 2,983.20
25-05-2026	Metrowest Service Pty Ltd	Electrical services	\$ 2,060.27
25-05-2026	Miraplex Group Pty Ltd	Concrete works	\$ 6,862.90
25-05-2026	Mosman Park Men's Community Shed Inc	Barbeque hire	\$ 350.00
01-05-2026	Mr Cono V Letizia	Vehicle detailing services	\$ 280.00
08-05-2026	J Pilkington	Reimbursement - Catering costs	\$ 106.75
25-05-2026	Ms Luca Swart	Study assistance	\$ 363.00
01-05-2026	Mustang Three	Graphic design services	\$ 660.00
08-05-2026	Newhaven Family Investments Pty Ltd & The Trustee For Lucwambu Discretionary Trust	Remove and store shade sails	\$ 1,254.00
25-05-2026	Nu-Trac Rural Contracting	Beach cleaning services	\$ 13,937.00
01-05-2026	Omnicom Media Group Australia Pty Ltd	Advertising services	\$ 2,979.16
08-05-2026	Omnicom Media Group Australia Pty Ltd	Advertising services	\$ 35.95
01-05-2026	Pretzos Holdings Pty Ltd	Supply small plant parts	\$ 23.20
01-05-2026	PRW Contracting Pty Ltd	Building services	\$ 7,480.00
08-05-2026	Pure Leasing Central	Refund - Rates overpayment	\$ 2,229.56
08-05-2026	Quadient Finance Australia Pty Ltd	Folding machine hire	\$ 411.40
08-05-2026	R Mullen	Bond refund	\$ 1,000.00
01-05-2026	Relationships Australia Western Australia Incorporated	Counselling services	\$ 726.00
25-05-2026	Ricoh Australia Pty Ltd	Photocopying services	\$ 3,185.05
08-05-2026	S Taylor	Bond refund	\$ 1,000.00
25-05-2026	Securex Pty Ltd	Security alarm monitoring services	\$ 343.20
25-05-2026	Seek Limited	Advertising services	\$ 715.00
01-05-2026	Shire Of Peppermint Grove	The Grove Library contributions	\$ 173,059.70
08-05-2026	Spectur Limited	Security camera systems services	\$ 1,156.39

List of Monthly Payments
01 May 2026 to 31 May 2026

01-05-2026	St John Ambulance Western Australia Ltd.	Replenish first aid kits	\$ 361.74
25-05-2026	Surf Life Saving Western Australia	Lifeguard services	\$ 38,982.92
08-05-2026	T Marshall	Bond refund	\$ 1,000.00
25-05-2026	Talis Consultants Pty Ltd	Asset management services	\$ 2,970.00
01-05-2026	Technology One Ltd	Subscription fees	\$ 8,918.20
25-05-2026	The Trustee For Downundr Trust	Stump grinding services	\$ 1,210.00
25-05-2026	The Trustee For Major Motors Unit Trust	Fleet purchase - Isuzu NLR 45-150 + tipper	\$ 113,299.75
25-05-2026	The Trustee For Rico Family Trust	Waste collections services	\$ 126,153.65
25-05-2026	The Trustee For The Andrews Family Trust	Temporary staff	\$ 9,900.00
25-05-2026	The Trustee For The Maward Unit Trust	Supply signage and marketing materials	\$ 2,822.50
01-05-2026	The Trustee For The Niche Planning Studio Unit Trust	Consultancy services	\$ 47,646.50
06-05-2026	Town Of Cottesloe	Replenish petty cash	\$ 695.70
08-05-2026	Trustee For Butcher Family Trust	Pest control services	\$ 3,278.00
08-05-2026	Ultimo Catering & Events Pty Ltd	Catering services	\$ 416.95
25-05-2026	Ultimo Catering & Events Pty Ltd	Catering services	\$ 782.90
01-05-2026	Unplug Test Tag Pty Ltd	Test and Tag services	\$ 219.34
08-05-2026	V Lall	Bond refund	\$ 1,000.00
25-05-2026	Valrose Pty Ltd	ERP Project management services	\$ 19,844.26
25-05-2026	Water Corporation	Water supply and services	\$ 19,573.80
08-05-2026	West Australian Newspaper Ltd	Supply newspapers	\$ 209.99
08-05-2026	Western Metropolitan Regional Council	Waste disposal charges	\$ 109,265.45
25-05-2026	Western Metropolitan Regional Council	Waste disposal charges	\$ 18,599.39
25-05-2026	Western Tree Surgeon Pty Ltd	Pruning services	\$ 11,880.00
01-05-2026	Winc Australia Pty Limited	Stationery and office consumables	\$ 556.68
25-05-2026	Winc Australia Pty Limited	Stationery and office consumables	\$ 1,538.41
01-05-2026	Woodlands Distributors Pty Ltd	Supply animal waste bags	\$ 5,504.40
25-05-2026	Woodlands Distributors Pty Ltd	Supply dog waste bag dispensers	\$ 1,650.00
01-05-2026	Work Clobber	Protective work wear	\$ 663.00
Electronic Funds Transfer Payments & Cheques Total			\$ 1,096,048.92

List of Monthly Payments
01 May 2026 to 31 May 2026

Credit Card Payments - April 2026			
Directorate -Corporate & Community Services			
4/05/2026	Adobe	Software licence charges	\$ 35.99
4/05/2026	Adobe	Software licence charges	\$ 1,145.83
4/05/2026	Apple Store	Purchase computer hardware	\$ 1,449.00
4/05/2026	Apple Store	Purchase computer hardware	\$ 449.00
4/05/2026	Apple Store	Purchase computer hardware	\$ 139.00
4/05/2026	Coles online	Food items - Catering for event	\$ 364.90
4/05/2026	Hally's Lattes	Catering services	\$ 374.00
4/05/2026	Heavenly Groundes	Catering services	\$ 188.50
4/05/2026	intuit Mailchimp	Software licence charges	\$ 62.20
4/05/2026	JB Hi-Fi	Purchase computer hardware	\$ 3,254.50
4/05/2026	Kirkwood	Refreshments - meeting	\$ 14.17
4/05/2026	Starlink	Internet services	\$ 139.00
4/05/2026	The Coffee Grove	Refreshments - meeting	\$ 21.03
4/05/2026	Town of Cottesloe	Payment made on 24 April 2026 from Muni	
4/05/2026	NAB	International transaction fee	\$ 10.19
4/05/2026	NAB	Card fee	\$ 9.00
4/05/2026	Directorate - Engineering		
4/05/2026	Online QR Code Generator	Annual online QR code generator purchase	\$ 339.53
4/05/2026	Shell Ready Express Mosman Park	Diesel fuel	\$ 321.50
4/05/2026	Shell Ready Express Mosman Park	Diesel fuel	\$ 148.38
4/05/2026	Work Clobber	Supply uniform	\$ 561.90
4/05/2026	NAB	Card fee	\$ 9.00
4/05/2026	Executive Services Officer - Development & Regulatory Services		
4/05/2026	Department of Energy, Mines, Industry Regulation and Safety	Renewal registration fees	\$ 1,200.00
4/05/2026	IGA - Cottesloe	Catering	\$ 65.83
4/05/2026	Reddy Express - Shell - Claremont	Supply diesel	\$ 215.46
4/05/2026	Viva Energy Australia	Fuel account payment	\$ 502.20
4/05/2026	NAB	Card fee	\$ 9.00
Credit Card Total			11,029.11
Less payment made on 24 April 2026 from Municipal account			-10,000.00
			1,029.11

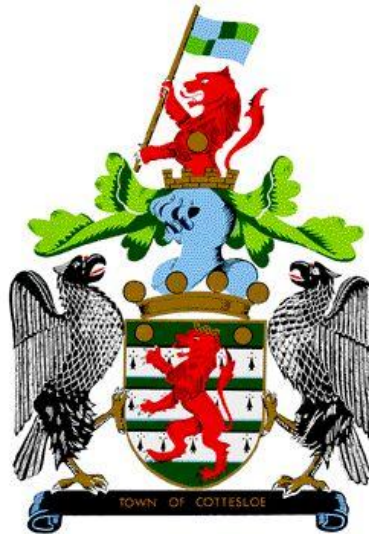
List of Monthly Payments
01 May 2026 to 31 May 2026

Date		Viva Energy Australia Pty Ltd	Shell Fuel card - April 2026	Vehicle registration	Inclusive Amount
21-04-2026	Card number 11066560		Fuel purchases - 1GVU588		\$ 286.58
21-04-2026	Card number 11066565		Fuel purchases - 1HOH345		\$ 697.82
21-04-2026	Card number 11066571		Fuel purchases - 1HRH174		\$ 238.41
21-04-2026	Card number 11066576		Fuel purchases - 1HVS060		\$ 283.62
21-04-2026	Card number 11066580		Fuel purchases - 1HZM771		\$ 425.78
21-04-2026	Card number 11066562		Fuel purchases - 1ICU511		\$ 625.68
21-04-2026	Card number 11591684		Fuel purchases - 1IOM312		\$ 559.68
21-04-2026	Card number 11066574		Fuel purchases - 1EXZ241		\$ 289.72
21-04-2026	Card number 11075428		Fuel purchases - 1GIZ365		\$ 353.39
21-04-2026	Card number 11066559		Fuel purchases - 1GXJ065		\$ 732.47
21-04-2026	Card number 11075430		Fuel purchases - 1HIY954		\$ 233.33
21-04-2026	Card number 11102758		Fuel purchases - 1HRG905		\$ 481.07
21-04-2026	Card number 11066581		Fuel purchases - 1HTF613		\$ 257.26
21-04-2026	Card number 11075431		Fuel purchases - 1HWK612		\$ 549.85
21-04-2026	Card number 11066556		Fuel purchases - 1HWL927		\$ 506.32
21-04-2026	Card number 11075433		Fuel purchases - 1IGH329		\$ 433.79
21-04-2026	Card number 11252987		Fuel purchases - 1IKR539		\$ 148.27
21-04-2026	Card number 11480573		Fuel purchases - 1IPU312		\$ 413.20
21-04-2026	Card number 11651809		Fuel purchases - 1ITI031		\$ 247.11
21-04-2026	Card number 11719441		Fuel purchases - 1IVB729		\$ 615.56
21-04-2026	Card number 11066577		Fuel purchases - DIESEL		\$ 151.28
21-04-2026	Card number 11066569		Fuel purchases - PETROL		\$ 163.24
Fuel Card total					\$ 8,693.43

List of Monthly Payments
01 May 2026 to 31 May 2026

Other Payments (including direct debits)			
Date	Creditor Name	Invoice Description	Inclusive Amount
29-05-2026	BPAY	National charge	\$ 82.56
15-05-2026	BPOINT	Transfer fees	\$ 36.54
27-05-2026	Fines Enforcement Registry	Fees	\$ 4,602.00
04-05-2026	National Australia Bank	Merchant fees - May 2026	\$ 112.97
18-05-2026	National Australia Bank	Connect fees - March 2026	\$ 17.19
20-05-2026	National Australia Bank	Account fees	\$ 16.80
29-05-2026	National Australia Bank	Merchant fees - May 2026	\$ 901.25
29-05-2026	National Australia Bank	Merchant fees - May 2026	\$ 82.90
29-05-2026	National Australia Bank	Merchant fees - May 2026	\$ 7.00
08-05-2026	Superchoice	Superannuation payment	\$ 49,728.61
22-05-2026	Superchoice	Superannuation payment	\$ 46,971.76
22-05-2026	Superchoice	Superannuation payment	\$ 5,308.41
07-05-2026	Town of Cottesloe	Payroll - salaries and wages	\$ 272,893.70
21-05-2026	Town of Cottesloe	Payroll - salaries and wages	\$ 245,161.39
12-05-2026	Water Corporation	Water usage and service fee	\$ 268.73
Other payments total			\$ 626,191.81
Grand Total			1,731,963.27

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.2A:
MONTHLY FINANCIAL REPORT FOR THE PERIOD
ENDING 30 APRIL 2026**

TOWN OF COTTESLOE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

Note	Amended	YTD	YTD	Variance*	Variance*	Var.
	Budget	Budget	Actual	\$	%	
	Estimates	Estimates	(c)	(c) - (b)	((c) - (b))/(b)	
	(a)	(b)	(c)	(c) - (b)	((c) - (b))/(b)	
	\$	\$	\$	\$	%	
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	11,709,122	11,789,459	11,789,530	71	0.00%	
Rates excluding general rates	125,337	50,000	10,084	(39,916)	(79.83%)	▼
Grants, subsidies and contributions	397,658	306,950	167,190	(139,760)	(45.53%)	▼
Fees and charges	5,136,499	5,032,087	4,860,697	(171,390)	(3.41%)	
Interest revenue	704,100	306,500	321,945	15,445	5.04%	
Other revenue	298,018	243,015	235,732	(7,283)	(3.00%)	
Profit on asset disposals	(36,000)	30,000	90,014	60,014	200.05%	▲
	18,334,734	17,758,011	17,475,192	(282,819)	(1.59%)	
Expenditure from operating activities						
Employee costs	(8,457,818)	(7,147,897)	(7,338,569)	(190,672)	(2.67%)	
Materials and contracts	(8,596,496)	(6,904,608)	(6,383,035)	521,573	7.55%	
Utility charges	(320,100)	(266,750)	(264,041)	2,709	1.02%	
Depreciation	(3,320,987)	(2,767,489)	0	2,767,489	100.00%	▲
Finance costs	(204,180)	(186,540)	(208,759)	(22,219)	(11.91%)	
Insurance	(236,007)	(236,007)	(223,211)	12,796	5.42%	
Other expenditure	(244,462)	(176,142)	(432,633)	(256,491)	(145.62%)	▼
	(21,380,050)	(17,685,433)	(14,850,248)	2,835,185	16.03%	
Non cash amounts excluded from operating activities	2(c) 3,356,987	2,737,489	(90,014)	(2,827,503)	(103.29%)	▼
Amount attributable to operating activities	311,671	2,810,067	2,534,930	(275,137)	(9.79%)	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	1,543,466	200,000	317,997	117,997	59.00%	▲
Proceeds from disposal of assets	156,802	100,014	90,014	(10,000)	(10.00%)	
Proceeds from financial assets at amortised cost - self supporting loans	35,069	0	0	0	0.00%	
	1,735,337	300,014	408,011	107,997	36.00%	
Outflows from investing activities						
Payments for property, plant and equipment	(808,492)	(783,744)	(417,737)	366,007	46.70%	▲
Payments for construction of infrastructure	(2,270,379)	(1,327,847)	(839,448)	488,399	36.78%	▲
Payments for financial assets at amortised cost - self supporting loans	35,802	0	0	0	0.00%	
	(3,043,069)	(2,111,590)	(1,257,184)	854,406	40.46%	
Amount attributable to investing activities	(1,307,732)	(1,811,577)	(849,174)	962,403	53.13%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Contributions from trust	200,000	0	0	0	0.00%	
Transfer from reserves	190,000	0	0	0	0.00%	
	390,000	0	0	0	0.00%	
Outflows from financing activities						
Payments for principal portion of lease liabilities	(70,945)	(65,529)	(65,529)	0	0.00%	
Repayment of borrowings	(376,184)	(340,158)	(340,158)	0	0.00%	
Transfer to reserves	(489,773)	0	0	0	0.00%	
	(936,902)	(405,687)	(405,687)	0	0.00%	
Amount attributable to financing activities	(546,902)	(405,687)	(405,687)	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 2,198,115	2,198,115	2,198,115	0	0.00%	
Amount attributable to operating activities	311,671	2,810,067	2,534,930	(275,137)	(9.79%)	
Amount attributable to investing activities	(1,307,732)	(1,811,577)	(849,174)	962,403	53.13%	▲
Amount attributable to financing activities	(546,902)	(405,687)	(405,687)	0	0.00%	
Surplus or deficit after imposition of general rates	655,152	2,790,918	3,478,184	687,266	24.63%	▲

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.

▲ Indicates a variance with a positive impact on the financial position.

▼ Indicates a variance with a negative impact on the financial position.

Refer to Note 3 for an explanation of the reasons for the variance.

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

TOWN OF COTTESLOE
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 APRIL 2026

	Actual 30 June 2025	Actual as at 30 April 2026
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	8,457,546	10,578,059
Trade and other receivables	1,372,503	2,531,018
Other financial assets	3,772,907	3,772,907
Inventories	8,920	8,920
Contract assets	0	0
Other assets	242,098	130,939
Assets classified as held for sale	0	0
TOTAL CURRENT ASSETS	13,853,974	17,021,843
NON-CURRENT ASSETS		
Trade and other receivables	147,334	147,334
Other financial assets	119,429	119,429
Inventories	0	0
Investment in associate	765,542	765,542
Property, plant and equipment	73,753,135	74,170,872
Infrastructure	68,682,493	69,521,942
Right-of-use assets	1,177,553	1,177,553
Investment property	0	0
Intangible assets	0	0
TOTAL NON-CURRENT ASSETS	144,645,486	145,902,672
TOTAL ASSETS	158,499,460	162,924,515
CURRENT LIABILITIES		
Trade and other payables	2,835,829	4,498,289
Other liabilities	0	0
Lease liabilities	48,272	48,272
Borrowings	376,184	376,184
Employee related provisions	1,493,764	1,719,102
Other provisions	0	0
TOTAL CURRENT LIABILITIES	4,754,049	6,641,847
NON-CURRENT LIABILITIES		
Other liabilities	0	0
Lease liabilities	1,243,823	1,178,294
Borrowings	1,377,793	1,037,635
Employee related provisions	132,611	132,611
Other provisions	0	0
TOTAL NON-CURRENT LIABILITIES	2,754,227	2,348,540
TOTAL LIABILITIES	7,508,276	8,990,387
NET ASSETS	150,991,184	153,934,128
EQUITY		
Retained surplus	26,145,732	29,088,673
Reserve accounts	8,341,979	8,341,979
Revaluation surplus	116,503,474	116,503,474
TOTAL EQUITY	150,991,185	153,934,126

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

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2026

2 NET CURRENT ASSETS INFORMATION

	Amended Budget Opening	Actual as at 30 June 2025	Actual as at 30 April 2026
(a) Net current assets used in the Statement of Financial Activity	1 July 2025	30 June 2025	30 April 2026
Current assets	\$	\$	\$
Cash and cash equivalents	10,069,633	8,457,546	10,578,059
Trade and other receivables	1,127,433	1,372,503	2,531,018
Other financial assets	0	3,772,907	3,772,907
Inventories	8,960	8,920	8,920
Other assets	424	242,098	130,939
	<u>11,206,450</u>	<u>13,853,974</u>	<u>17,021,843</u>
Less: current liabilities			
Trade and other payables	(1,399,202)	(2,835,829)	(4,498,289)
Other liabilities	(62,261)	0	0
Lease liabilities	20,084	(48,272)	(48,272)
Borrowings	0	(376,184)	(376,184)
Employee related provisions	(1,157,500)	(1,493,764)	(1,719,102)
	<u>(2,598,879)</u>	<u>(4,754,049)</u>	<u>(6,641,847)</u>
Net current assets	8,607,571	9,099,925	10,379,996
Less: Total adjustments to net current assets	2(b) (8,607,571)	(6,901,810)	(6,901,812)
Closing funding surplus / (deficit)	0	2,198,115	3,478,184
(b) Current assets and liabilities excluded from budgeted deficiency			
Adjustments to net current assets			
Less: Reserve accounts	(8,694,160)	(8,341,979)	(8,341,979)
Less: Financial assets at amortised cost - self supporting loans	0	(72,907)	(72,907)
Less: Current assets not expected to be received at end of year			
- Current financial assets at amortised cost - self supporting loans	106,673		
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of lease liabilities	(20,084)	48,272	48,272
- Current portion of borrowings	0	376,184	376,184
- Current portion of employee benefit provisions held in reserve	0	1,088,620	1,088,618
Total adjustments to net current assets	2(a) (8,607,571)	(6,901,810)	(6,901,812)
(c) Non-cash amounts excluded from operating activities			
Adjustments to operating activities			
Less: Profit on asset disposals	36,000	(30,000)	(90,014)
Add: Depreciation	3,320,987	2,767,489	0
Total non-cash amounts excluded from operating activities	3,356,987	2,737,489	(90,014)

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the local governments' operational cycle.

**TOWN OF COTTESLOE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - specialised	377,905	373,421	91,346	(282,075)
Furniture and equipment	101,587	84,656	58,829	(25,827)
Plant and equipment	329,000	325,667	267,562	(58,104)
Acquisition of property, plant and equipment	808,492	783,744	417,737	(366,007)
Infrastructure - roads	788,200	250,667	39,803	(210,864)
Infrastructure - car parks	58,971	29,486	0	(29,486)
Infrastructure - drainage	40,000	37,333	23,600	(13,733)
Infrastructure - footpaths	400,000	280,000	224,202	(55,798)
Infrastructure - parks and ovals	636,871	528,059	448,649	(79,411)
Infrastructure - right of way	40,000	0	36,942	36,942
Infrastructure - other	306,337	202,302	66,253	(136,049)
Acquisition of infrastructure	2,270,379	1,327,847	839,448	(488,399)
Total of PPE and Infrastructure.	3,078,871	2,111,590	1,257,184	(854,406)
Capital Acquisitions Funded By:				
Capital grants and contributions	1,543,466	200,000	0	(200,000)
Other (disposals & C/Fwd)	156,802	100,014	90,014	(10,000)
Reserve accounts				
Information technology reserve	50,000		0	0
Right of way reserve	140,000		0	0
Contribution - operations	1,188,603	1,811,577	4,082,635	2,271,058
Capital funding total	3,078,871	2,111,590	4,172,649	2,061,058

KEY INFORMATION

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

Upon initial recognition, cost is determined as the amount paid (or other consideration given) to acquire the assets, plus costs incidental to the acquisition. The cost of non-current assets constructed by the Town includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Local Government (Financial Management) Regulation 17A(5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Town's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

Reportable Value

In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are land and buildings classified as property, plant and equipment, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

TOWN OF COTTESLOE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 30 APRIL 2026

FINANCING ACTIVITIES

10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2025	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
Joint Library	107	1,717,951			(340,158)	(340,158)	1,377,793	1,377,793	(116,641)	(116,641)
Cottesloe Tennis Club	108	36,026			0	(36,026)	36,026	-0	(246)	(797)
		1,717,951	0	0	(340,158)	(340,158)	1,377,793	1,377,793	(116,641)	(116,641)
Self supporting loans										
Cottesloe Tennis Club		36,026	0	0	0	(36,026)	36,026	(0)	(246)	(797)
		36,026	0	0	0	(36,026)	36,026	0	(246)	(797)
Total		1,753,977	0	0	(340,158)	(376,184)	1,413,819	1,377,793	(116,887)	(117,438)
Current borrowings		376,184					376,184			
Non-current borrowings		1,377,793					1,037,635			
		1,753,977					1,413,819			

All debenture repayments were financed by general purpose revenue.

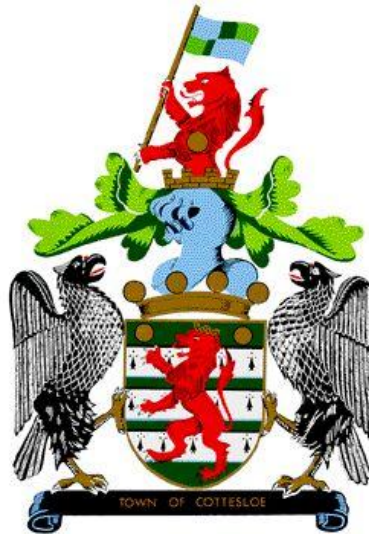
Self supporting loans are financed by repayments from third parties.

KEY INFORMATION

The City has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature.

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.3A: EVENT-CONDITIONS-POLICY

Event Conditions Policy



This Policy replaces all previous policies related to this topic.

Policy Purpose

- 1.1. This Policy provides authority for the Chief Executive Officer (CEO) or the CEO's delegate, to approve the use of Town of Cottesloe facilities and preliminary approval for all event applications, subject to compliance with relevant legislation, local laws and policies.
- 1.2. This Policy aims to ensure that the primary usage of facilities under the control of the Town of Cottesloe remains for passive recreation that endeavours to not impede public access to facilities.

2. Policy Scope

- 2.1. Unless exempt under this Policy or any other Council Policy, this Policy applies to all events held at Town facilities, including events produced by the Town.
- 2.2. This Policy applies in addition to any relevant legislation, legal requirements and Town of Cottesloe Local Laws and Policies, in place at the time an application is made.

3. Policy Requirements

- 3.1. Events are required to satisfy the minimum following criteria:
 - 3.1.1 Comply with all relevant legislation, local laws and policies at all times.
 - 3.1.2 The applicant is required to hold public liability insurance, with cover no less than \$20 million.
 - 3.1.3 The event will not cause a significant adverse environmental effect as determined by the Town.
 - 3.1.4 Adequate arrangements for recycling and waste removal as determined by the Town.
 - 3.1.5 Single use plastics, polystyrene or Styrofoam are not to be used, sold or distributed by the applicant (or any parties under the applicant's control or supervision) before, during or after the event. In exceptional circumstances (e.g. the use of medical equipment) the Town on receipt of an application may consider the use of single use plastic items where there is no reasonable alternative.
 - 3.1.6 The applicant (or any parties under the applicant's control or supervision) is not permitted to use or release gas filled balloons.
 - 3.1.7 The applicant (or any parties under the applicant's control or supervision) is to ensure the event is smoke free.

- 3.1.8 Conduct the event consistent with the protection afforded to the full length of the Cottesloe Reef as a Fish Habitat Protection Area (FHPA).
- 3.1.9 Consider transport and/or parking with appropriate access/signage to and from the event, as determined by the Town.
- 3.1.10 Promote sustainable transport including walking, riding and public transport alternatives.
- 3.1.11 Submit a Risk Management Plan or Assessment, as determined by the Town.
- 3.1.12 Provide satisfactory security and crowd control measures, as determined by the Town.
- 3.1.13 No liquor is to be served unless authorised by the CEO. A valid licence from the Department of Racing, Gaming and Liquor is to be provided to the Town for comment prior to the event if the sale of alcohol is to occur.
- 3.1.14 Neighbouring properties are to be given timely notification of the event taking place, to the Town's satisfaction, and provided with a mechanism to provide feedback about the event.
- 3.1.15 No private events are to be held on beaches.
 - a. Exemptions for Simple Wedding Ceremonies at authorised locations may be considered.
- 3.1.16 No private events with subcontractors may be held on Town facilities.
 - a. Exemptions for non impactful children's parties may be considered.
- 3.2. When considering events, the CEO or the CEO's delegate;
 - 3.2.1 Is not to approve more than two *Environmental Protection (Noise) Regulations 1997* under regulation 18 (6.4) events in any 12-month period at any one location, as these event applications must be referred to Council.
 - 3.2.2 May authorise up to one public commercial event (as per the Town's Event Classification Policy) per month at any location.
 - 3.2.3 May permit other commercial activity at Town Halls, as per the (7.8) Civic Centre Hall Hire Policy.

4. Application for Fee Waiver

The Chief Executive Officer is authorised to apply a discretionary fee waiver for hire/event application fees on a case by case basis for community or charitable groups, on a once off basis up to a maximum amount of \$1,000.

4. Definitions

- 4.1. **CEO** – Chief Executive Officer for the Town of Cottesloe
- 4.2. **CEO Delegate** – For the purpose of this Policy the CEO's appointed delegate is the Director of Corporate Services and Governance or any other person who has been appointed as Acting CEO.

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.3B: EVENT-CLASSIFICATION-POLICY

Event Classification Policy



Council Policy: POL/114	Event Classification		
Reference	<i>Strategic Community Plan 2013- 2023</i> Priority Area: 1 Major Strategy: 1.3	<i>Corporate Business Plan 2020 - 2024</i> Priority Area: 1 Major Strategy: 1.4	
Responsible Officer	Executive Manager Corporate Services and Governance		
Policy Area	Corporate Services – Community		
Council Adoption Date	15 December 2020	Version Number	V1
Amendment Dates		Next Review Date	2023

This Policy replaces all previous policies related to this topic.

1. Policy Purpose

- 1.1. This Policy aims to ensure that events held at facilities under the control of the Town of Cottesloe are classified efficiently, fairly and consistently to ensure applicants are charged an appropriate fee, according to the scale and nature of the event.
- 1.2. This Policy provides a mechanism that allows events held at Town of Cottesloe facilities to be classified to determine the appropriate fees to be charged in accordance with the Town's Schedule Fees and Charges.

2. Policy Scope

- 2.1. This Policy applies to all events held at facilities under the control of the Town of Cottesloe unless such events are exempt under the terms of this Policy or any other Council Policy or have otherwise been approved by Council.
- 2.2. This Policy provides authority for the Chief Executive Officer (CEO) to reclassify events that do not adhere to classification requirements. At the CEO's discretion, applications may be referred to Council for determination of the appropriate classification.

3. Policy Requirements

- 3.1. All events held at facilities controlled by the Town of Cottesloe are required to be classified against the Event Classification Criteria.
- 3.2. Unless an event is exempt or is otherwise classified under this Policy, all events will be classified as commercial. Applicants requesting an alternative classification for an event will be required to provide evidence to the satisfaction of the CEO that the nature of the event satisfies the criteria for the alternative classification. The CEO may reclassify an event if it does not adhere to the classification requirements and may refer applications to Council for determination of the appropriate classification.

4. Event Classification Criteria

4.1. Charitable Events

- 4.1.1 Events in this category are to satisfy at least one of the following:
 - a. The event is being organised by a registered charity or a not for profit organisation and the primary purpose of the event is to raise funds for a registered charity; or
 - b. The primary purpose of the event is to promote awareness of a significant community or health issue.

- 4.1.2 Where a commercial organisation wishes to hold an event to raise funds for a charity or not for profit organisations, the applicant is required to pay the relevant hire fee as a community or commercial event, as determined by the CEO.

Where an applicant has been required to pay a hire fee under paragraph 4.1.3, the applicant may make a separate application to the Town after the event for the fees to be reimbursed on the basis of the charitable nature of the event on the following conditions:

- a. Detailed audited financial statement(s) for the event are submitted.
- b. Receipt(s) are submitted with the financial statement showing distribution of all funds raised to the nominated charity or charities.

4.2. Education Events:

- 4.2.1 This classification applies to events facilitated by Cottesloe Primary School and North Cottesloe Primary School and affiliated Parents and Citizens Associations.
- 4.2.2 Applications from other educational institutions will not be classified as an education event unless they meet one of the following criteria:
 - a. The event does not seek to promote a school, service, company or organisation (sponsorship excepted).
 - b. The event is run by an educational institute within its normal hours of operation.
- 4.2.3 Events, including film and photo shoots, that form part of a student's curriculum, may have hire fees waived or reduced by the CEO if the CEO is satisfied that the event is minor and of no significant impact on the Town's facilities.

4.3. **Community Events:**

- 4.3.1 For events to be classified in this category they are to be organised and operated by a not for profit, incorporated organisation and satisfy at least two of the following:
- a. The primary purpose of the event is to provide an opportunity for Cottesloe residents to attend/participate in the event.
 - b. Spectating at the event is free.
 - c. The event is supported or organised by a local community group.
- 4.3.2 Notwithstanding the above para, events will not be classified as community events where they seek to promote a product, service of company (sponsorship excepted) unless the CEO is satisfied that the event has significant benefit to the health or well being of Cottesloe residents.

4.4. **Tourism Events:**

For events to be classed in this category they are to satisfy one of the following:

- a. The primary purpose of the event is to promote or provide tourism opportunities.
- b. The event is organised or operated in conjunction with or sponsored by Tourism Australia, Tourism Western Australia or other Government agencies responsible for the promotion of tourism, as may be applicable, and the primary purpose of the event is to promote tourism.

4.5. **Commercial Events:**

This classification applies to all events that are not exempt under this policy or any other Council policy and that are not able to be categorised under the other four categories. They will typically meet one of the following criteria:

- a. They seek to promote a company or product.
- b. Admission is charged for people to be able to participate.
- c. The organisers of the event are retaining the profits for personal or corporate gain.
- d. It is a private event that is not open to the general public.

5. **Exemptions**

- 5.1. Town appointed Cottesloe Civic Centre exclusive event and catering contractor, for events within the contractual rights.
- 5.2. The organisations listed below which under their normal operations occupy any beach area and/or reserve within the Town are exempt from paying a bond and hire fees.

• Cottesloe Surf Life Saving	• North Cottesloe Surf Life Saving
• Cottesloe Rugby Club	• Cottesloe Australian Football League Club/s
• Cottesloe Longboard Club	• Cottesloe Tennis Club
• Cottesloe Parkrun	• Department of Education – Swimming Programs

Events that are outside the scope of a listed organisation's normal operation are not exempt.

- 5.3. Small scale personal events such as children's birthday parties (1 -13 years) are exempt from fees and charges unless third party contractors are involved in which case the Community Events Classification will apply for the purpose of determining the fees and charges payable.
- 5.4. Registered charities and other not for profit organisations, with valid Public Liability Insurance, hosting free community beach clean ups are considered exempt for the purpose of this policy, hire and bond fees are not applicable.

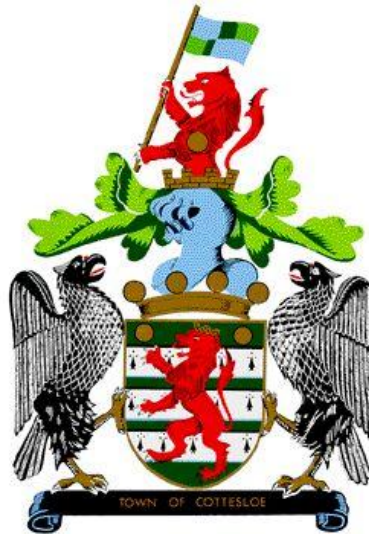
6. Definitions

- 6.1. **CEO** – Chief Executive Officer or delegate for the Town of Cottesloe
- 6.2. **Facility/Facilities** – Any building, reserve or public open space that is owned by the Town or under the Town's care, control or management.
- 6.3. **Registered Charity** – an organisation registered with the Australian Charities and Not-for-Profits Commission.
- 6.4. **Not for profit** – an organisation recognised as a not for profit by the Australian Taxation Office.

7. Relevant Procedures/Key Documents include:

- 7.1. Event Conditions Policy
- 7.2. Civic Centre Hall Hire Bookings Policy
- 7.3. Film and Photo Shoot Application
- 7.4. Event Application Form
- 7.5. Hall Hire Application Form
- 7.6. Schedule of Fees and Charges
- 7.7. Contract - Cottesloe Civic Centre exclusive event and catering contractor

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.3C: FACILITY-HIRE-POLICY

Facility Hire Policy



Council Policy: POL/111	Facility Hire Policy		
Reference	<i>Strategic Community Plan 2013- 2023</i> Priority Area: 1 Major Strategy: 1.3	<i>Corporate Business Plan 2020 - 2024</i> Priority Area: 1 Major Strategy: 1.4	
Responsible Officer	Director Corporate and Community Services		
Policy Area	Corporate Services – Community		
Council Adoption Date	27 October 2020	Version Number	V2
Amendment Dates	28 May 2024	Next Review Date	2027

This Policy replaces all previous policies related to this topic.

1. Policy Purpose

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

2. Policy Scope

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

3. Policy Requirements

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

- 3.2 Bookings are not to be taken more than six months in advance with the exception of wedding bookings for a wet weather backup which is 12 months in advance.
- 3.3 Charitable organisations, which do not attract a hire fee, are not permitted to have more than one booking per calendar month.
- 3.4 Repeat bookings in excess of three sessions for the same hall are not permitted in any week (Monday – Sunday).
- 3.5 Repeat booking in excess of one session for the same hall are not permitted in the same day unless scheduled contiguously.
- 3.6 Booking times are inclusive of set up and pack down. A minimum of half an hour is required between each individual booking.
- 3.7 For all bookings, rescheduling is considered a cancellation, as per the Schedule of Fees and Charges.
- 3.8 Town Officers may use their discretion to regulate the fair and reasonable allocation of the Halls.
- 3.9 The Town reserves the right to deny an application based on the nature of the booking. An accurate summary outlining the intended use should be stated on the application form.
- 3.10 The Town may impose conditions on an applicant to ensure the use is compatible with the Town's standards as a community facility.
- 3.11 Bookings are for the relevant halls only and do not permit the use of any other hall or space at the Cottesloe Civic Centre.

4. Exemptions

Nil

5. Definitions

- 5.1. **Blue Room Lounge** - situated on the Southern upper level of the Civic Centre
- 5.2. **Lesser Hall** - stand-alone building to the North of the Civic Centre
- 5.3. **Cottesloe Civic Centre** – Lot located at 109 Broome Street, Cottesloe WA 6011.
- 5.4. **Anderson Pavilion** - Located at Harvey Field, cnr Jarrad St and Broome St

6. Relevant Legislation

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

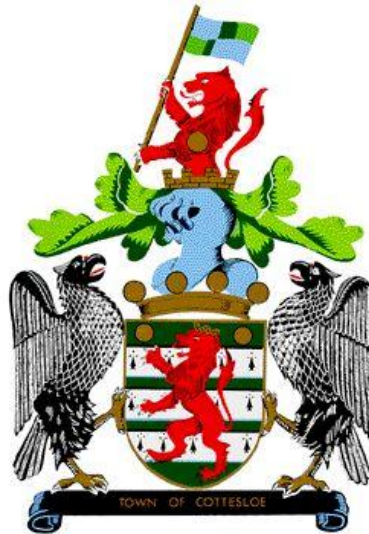
- 6.1. Health (Public Buildings) Regulations 1992
- 6.2. Food Act 2008
- 6.3. Town's Health Local Law 1997
- 6.4. Health (Miscellaneous Provisions) Act 1911
- 6.5. Environmental Protection (Noise) Regulations 1997

7. Other Relevant Procedures/Key Documents

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

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

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.3D: EVENTS POLICY ENGAGEMENT REPORT



Project Name : Events Council Policy

Powered By : Engagement Hub

Reporting Period: 13 April 2026 - 10 May 2026

Content

- Project Overview
- Project Snapshot
- Project Performance
 - Project Level of Engagement
 - Project Activity
- Informative Activities
 - Number of Informative Items Posted
- Engagement Activities
 - Number of Engagement Items Posted

1 of 22

- Event Tool Activity
- Community Chat Tool Activity
- Survey Tool Activity
- Quick Poll Tool Activity
- Submissions Form Tool Activity
- Mapping Tool Activity
- Ideas Wall Tool Activity
- Extended Ideas Wall Tool Activity
- Interactive Image/Pdf Tool Activity
- Interactive Gis Mapping
- Budget Stimulator
- Interactive Media
- Key Topics
- Newsletters Sent
- Registered User Demographic and Activity
 - Registered Users Demographics
 - Gender and Household Composition
 - Registered Users by Suburb
 - Users – Additional Information
- Notes

- Top Active Users
- Top Influences

Project Overview

The Town is seeking community feedback on its revised Events Council Policy, which sets out how events on Town-managed land are planned, approved, delivered and evaluated. The Policy aims to ensure events are safe, inclusive, sustainable and aligned with community expectations.

Key features of the updated Policy include:

- A consistent, risk-based approach to event planning and approvals.
- Clear principles guiding all Town decisions, including safety, legal compliance, financial responsibility, accessibility and environmental stewardship.
- Minimum requirements for event organisers, such as risk assessments, insurances, event management plans, compliance with permits, financial protections, and post event reporting.
- Defined roles and responsibilities for Council, the CEO, event applicants and Town officers.

This consultation provides an opportunity for the community, event organisers, local businesses and stakeholders to review the proposed Policy and share feedback before it is finalised.

Have Your Say — Make a Submission

Community feedback can be provided by completing the online submission form below.

Documents are available within the Document Library:

- Draft Events Council Policy (PDF)
- Draft Impact Matrix – Overview of Changes
- Frequently Asked Questions (FAQ)

- [Draft Terms and Conditions \(PDF\)](#)

This consultation has now closed. Thank you to everyone who completed the survey.

The Town is seeking community feedback on its revised Events Council Policy, which sets out how events on Town-managed land are planned, approved, delivered and evaluated. The Policy aims to ensure events are safe, inclusive, sustainable and aligned with community expectations.

Key features of the updated Policy include:

- A consistent, risk-based approach to event planning and approvals.
- Clear principles guiding all Town decisions, including safety, legal compliance, financial responsibility, accessibility and environmental stewardship.
- Minimum requirements for event organisers, such as risk assessments, insurances, event management plans, compliance with permits, financial protections, and post event reporting.
- Defined roles and responsibilities for Council, the CEO, event applicants and Town officers.

This consultation provides an opportunity for the community, event organisers, local businesses and stakeholders to review the proposed Policy and share feedback before it is finalised.







Have Your Say — Make a Submission

Community feedback can be provided by completing the online submission form below.

Documents are available within the Document Library:

- [Draft Events Council Policy \(PDF\)](#)
- [Draft Impact Matrix – Overview of Changes](#)
- [Frequently Asked Questions \(FAQ\)](#)
- [Draft Terms and Conditions \(PDF\)](#)

Project Snapshot

 470 Total Page Views	 260 Total Unique Visitors in Portal	 609 Total Registered Users
 224 Total Aware Stakeholders	 54 Total Informed Stakeholders	 24 Total Engaged Stakeholders

Project Performance

Project Level of Engagement



Terminology

- **Aware:** Number of unique visitors who have viewed the project page, minus any visitors who have undertaken any activity eg: downloaded a document, viewed a video, completed a survey etc.
- **Informed:** Any unique visitor who has viewed a latest news item, viewed a document, viewed a video, viewed a FAQ minus any user that has engaged eg: done a poll, survey, ideas wall, interactive mapping, interactive document, forum.
- **Engaged:** Any unique visitor who has done a poll, survey, ideas wall, interactive mapping, interactive document, forum

Project Activity

Total Page Views	Total Video Views	Number Of Event Attendees	Total Document Download	Total Survey Taken	Total Poll Taken
470	0	0	122	Total : 19 Submitted : 19 Saved to draft : 0	Total Poll Vote: 0
Total Ideas Posted	Total Extended Ideas Posted	Total Map Comment	Total Forum Comment	Total Interactive Document Comment	Total Comment On Budget Stimulator
0	0	0	0	0	0
Total Activity On Interactive Media					
0					

Informative Activities

Number of Informative Items Posted

Latest News	Key Document	Photo Gallery	Video Gallery	Who's Listening	FAQS
0	0	0	0	0	0











Informative Widget Tools	Unique Visitors	View / Downloads
Latest News Tool (when clicking 'Read More')		0
Video Tool	0	0
Photo / Image Gallery Tool	0	0
FAQ Tool	0	0
Key Documents Tool	62	122
Draft Events Council Policy	35	52
Registered	4	5
Anonymous	31	47
Draft Impact Matrix – Overview of Changes	21	27
Registered	1	1
Anonymous	20	26

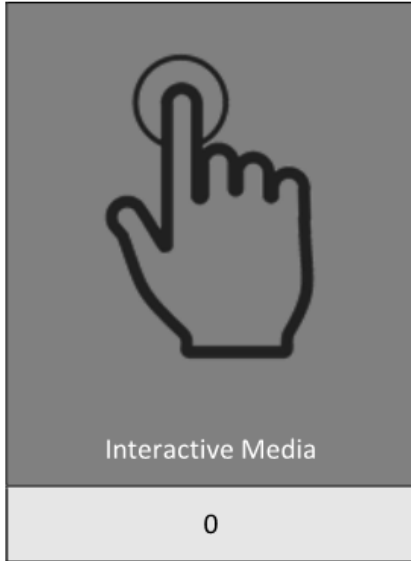
9 of 22

Frequently Asked Questions (FAQ)	19	25
Registered	1	1
Anonymous	18	24
Draft Terms & Conditions (PDF)	15	18
Registered	1	1
Anonymous	14	17

Engagement Activities

Number of Engagement Items Activity

 Events	 Community Chat	 Surveys	 Quick Polls	 Submissions
0	0	Total : 19 Submitted : 19 Saved to draft : 0	Total Poll Vote: 0	0
 Mapping	 Ideas Wall	 Extended Ideas Wall	 Interactive Image / PDF	 Budget Stimulator
0	0	0	0	0



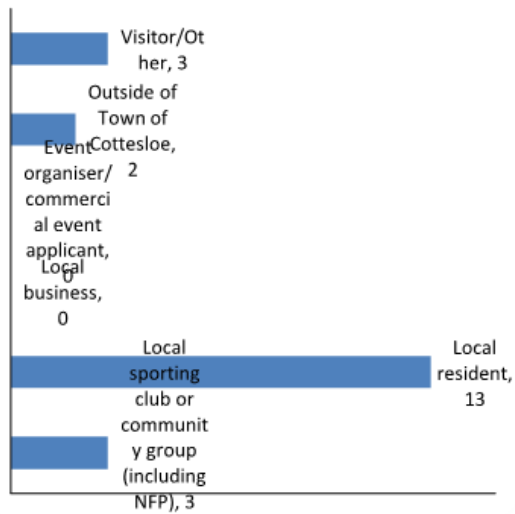
Survey Tool Activity

Survey Title : Community Consultation Survey – Draft Events Policy

Question : Which best describes you?

Answered : 18

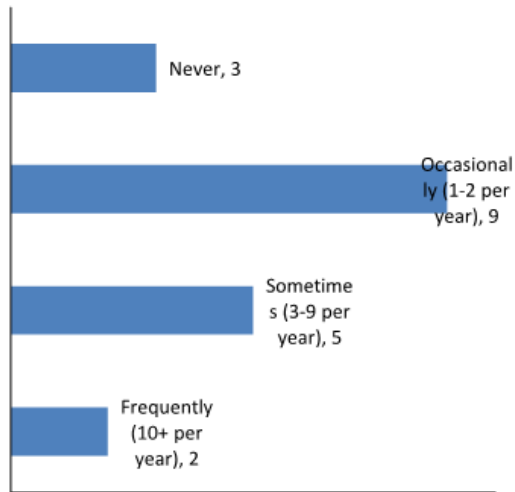
Skipped : 1



Question : How often do you attend or participate in events in the Town of Cottesloe?

Answered : 19

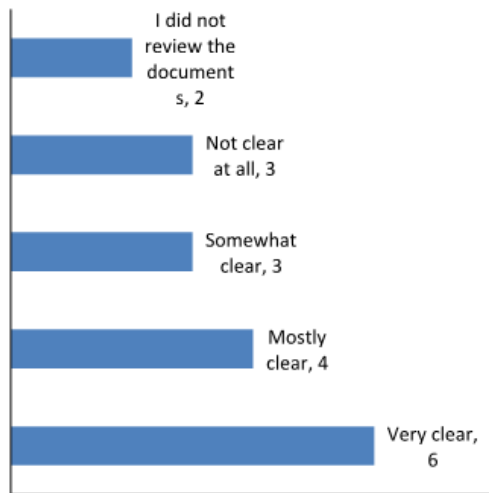
Skipped : 0



Question : How clear was the information about the proposed Events Policy?

Answered : 18

Skipped : 1

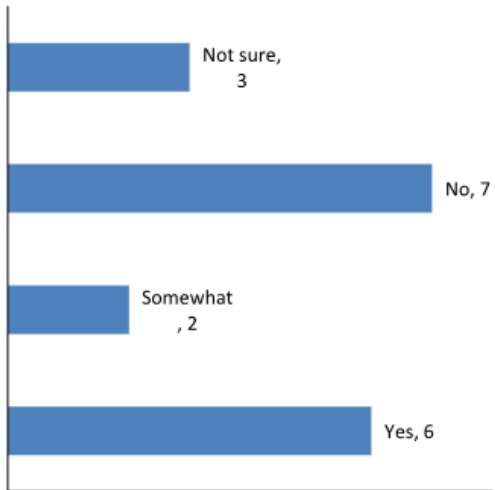


Question : Do you feel the proposed policy provides a more consistent and transparent approach to event approvals?

15 of 22

Answered : 18

Skipped : 1

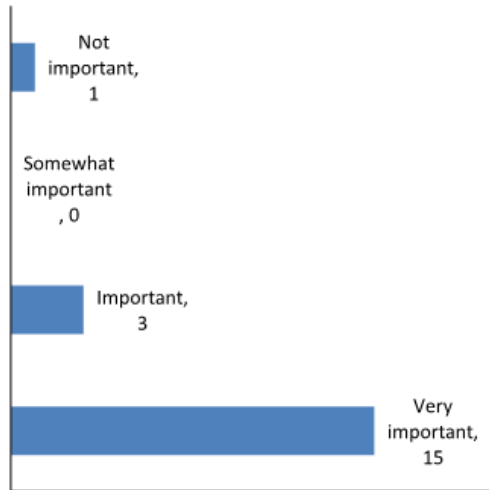


Question : How important is it to you that the Town manages the impacts of events such as noise, traffic, parking and amenities?

16 of 22

Answered : 19

Skipped : 0

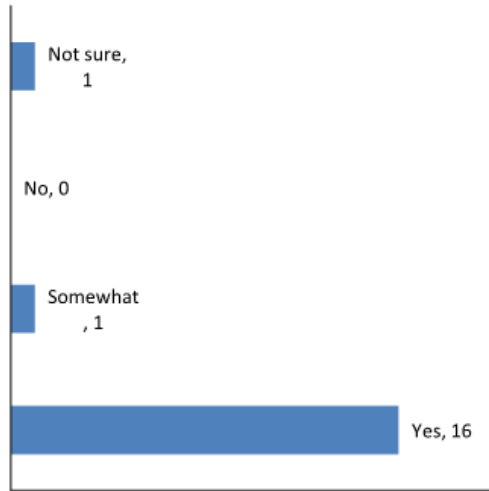


Question : Do you support stronger requirements to manage community impacts (e.g. noise controls, notification periods, event classification system)?

Answered : 18

17 of 22

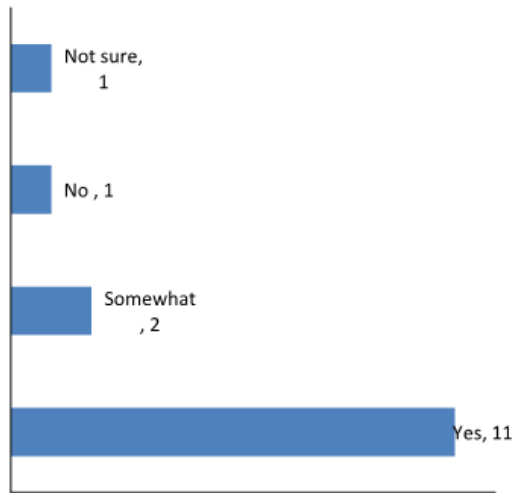
Skipped : 1



Question : Do you support the move to a cost-recovery model for events held on Town-managed land?

Answered : 15

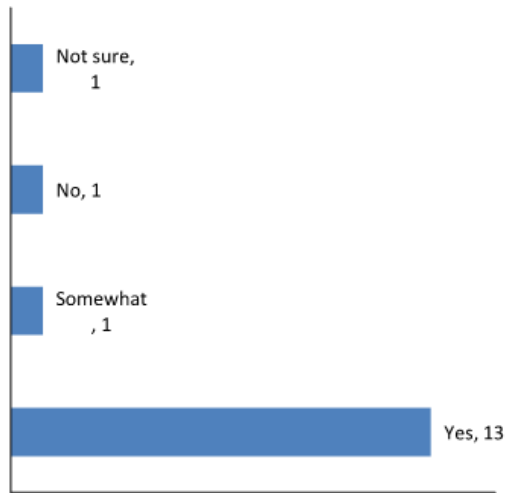
Skipped : 4



Question : Do you support the proposed “locals first” approach where local community clubs receive reduced fees?

Answered : 16

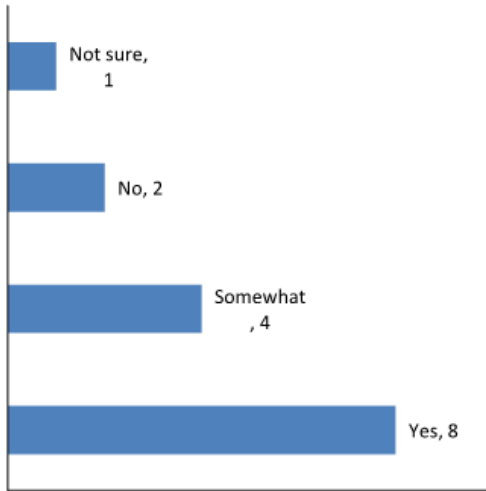
Skipped : 3



Question : Overall, do you support the direction of the Draft Events Policy?

Answered : 15

Skipped : 4



Question : Final comments or suggestions for improving the Events Policy?

Answered : 13

Skipped : 6

Comment:

Does not specify the role of the community in the event approval process

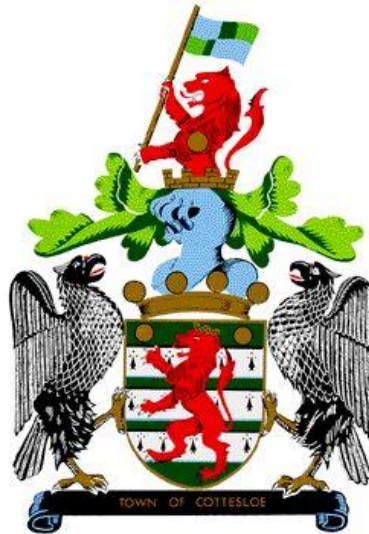
Appears to be aimed at larger commercial events rather than community events

Electric island needed to include John st as being closed. Only swirls between Forrest and pearse

The policy is clear operationally but lacks clarity on limits to exclusive use of public space, particularly beaches, and how community access is protected

Thank You

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.3E: DRAFT EVENT IMPACT CLASSIFICATION MATRIX

Town of Cottesloe – Event Impact Classification Matrix

Event Impact Factor	Social Gathering (Non-Exclusive)	Social Gathering (Exclusive)	Small Events (50–150 pax)	Medium Impact Event	High Impact Event
Notification period	None required (5 business days courtesy)	5 business days	10 business days	3 months	6 -12 months
Process	No booking required; nonexclusive general public access maintained	No booking required for social events; if exclusive use is required space to be booked through Town's event platform Space2Co	Town's Online Booking Platform Space2Co	Commercial & Private Civic Centre Events – External Contractor; Event Applications on Town land outside Civic Centre Application Form (Town Website) Town land outside & Non-Commercial Town's Online Booking Platform Space2Co	Event Applications on Town land outside Civic Centre Application Form (Town Website) Council Approval Required
Maximum attendees	≤ 50	≤ 50	50–150	150–1,000	1,000–5,000
Noise Management	Low risk; cease 10pm	Low Risk; cease 10pm For Events requiring event approval/permit a Noise Management Plan may be required	Low Risk; cease 10pm; Noise Management Plan may be required	Low Risk; cease 10pm; Noise Management Plan may be required	May exceed regulations; Noise Management Plan may be required
Temporary structures	N/A	Small <20sqm	Small–medium; some certification	Medium-level infrastructure Form 1*	High-level infrastructure Form 1*
Public building	N/A	N/A	N/A	Approvals & certification required Form 2*	Approvals & certification required Form 2*
Fencing	N/A	N/A	Minimal if required	Approved fencing may be permitted on application	Approved fencing permitted on application

TOWN OF COTTESLOE | Event Impact Classification Matrix

Page 1 of 3



Food vendors	N/A	Not permitted	Not permitted	Permitted with Permit	Permitted with Permit
Alcohol	N/A	Permitted with appropriate approvals in place	Permitted with appropriate approvals in place	Permitted with appropriate approvals in place	Permitted with appropriate approvals in place
DAIP	N/A	N/A	Community or Public Events	Community or Public Events	Community or Public Events
Waste management	Use area bins	Use area bins	Use area bins Additional bins on application will incur additional fees	Waste Management Plan required if directed by Town	Waste Management Plan required if directed by Town
Road closures/HVM	N/A	N/A	N/A	Low –Medium impact Traffic Management Plan required if directed by Town	High impact Traffic Management Plan required if directed by Town
Impact residents	No impact	No impact	Low impact	Medium impact	High impact
Utility needs	No Town power	No Town power	No Town power	Town power/generator Form 5*	Town power/generator Form 5*
Vehicle access	No access	No access	Managed access	Managed access	Managed access
Type of event	Private; known people	Private; known people	Private, public or small ceremonies	Private or public	Private or public
Duration	Max 1 day	Max 1 day	Max 1 day	Discretionary	Discretionary
Location ownership	Town sites only	Town sites only	Town sites only	Private, Commercial or Town-managed	Private, Commercial or Town-managed
Physical size	Non-Exclusive	Small exclusive areas	Small exclusive areas	Exclusive area use	Exclusive area use
Insurance	N/A	To be confirmed upon application	\$20M Public Liability	\$20M Public Liability	\$20M Public Liability
On approval	N/A	Event Permit	Event Permit	Event Permit	Event Permit; may require license

TOWN OF COTTESLOE | Event Impact Classification Matrix



Examples	Children’s birthday parties, family picnics, Community Group events	Yoga, Birthdays, organised sport on approved Town facilities, Community Group events	Small weddings, ceremonies, birthday parties, meetings, Community Group events	Weddings, Trade shows, Food Truck Events, Festivals, Conferences, Community Group events	Concerts, Outdoor Movies, Major Beach Installations, Festivals
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Forms

Form 1: Application to Construct, Extend or Alter a Public Building

Form 2 — Certificate of Approval

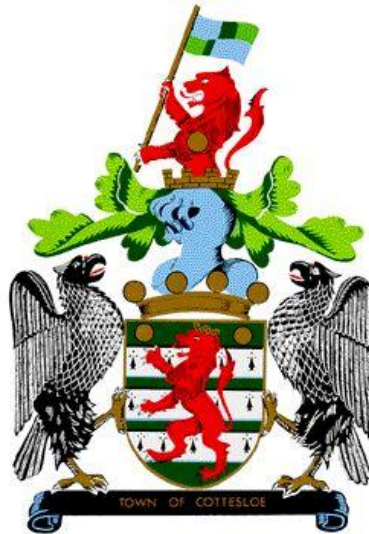
Form 4 — Certificate of Electrical Compliance

Form 5 — Certificate of Electrical Work / Electrical Compliance (Temporary Structures)

DRAFT



TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.3F:
DRAFT - 2026 EVENTS POLICY**

Events Policy



1. Purpose

This Strategic Council Policy sets the Town's overarching position for all events delivered by, in partnership with, or approved by the Town. It ensures a consistent, risk-based approach to planning, approving, managing and evaluating events so that community outcomes are achieved safely, sustainably and in line with Council's strategic objectives. The Policy functions as a risk mitigation measure by defining the minimum controls that must be met before an event can proceed and the principles that guide decision-making across the event lifecycle (concept, assessment, approval, delivery and close-out).

2. Scope

Applies to:

- (a) all events held on Town-managed land or facilities;
- (b) Town-delivered or Town-sponsored events;
- and (c) third-party events requiring Town approval, permits or licences.

This Policy does not apply to private activities on private land that require no Town approval. Where another law, approval, contract or agreement imposes more stringent requirements, those prevail.

3. Policy Statement

Council supports events that enhance community wellbeing, cultural vibrancy and economic participation. All Town decisions regarding events will reflect the following principles:

- Safety first – prevent harm to participants, spectators, workers and the community through proportionate controls and competent planning.
- Legal and ethical compliance – meet applicable legislation, approvals, local laws, permits and standards, and respect our community and environment.
- Risk-informed decisions – apply the Town's risk management framework to identify, assess and treat risks (including opportunities) before approval and throughout delivery.
- Financial prudence – protect public funds through transparent costing, bonds/fees where appropriate, and clear accountability for damages or reinstatement.
- Accessibility, equity and inclusion – design events that are inclusive, accessible and culturally respectful.
- Environmental stewardship – minimise waste, noise, emissions and impacts on public open space and coastal environments; require remediation where necessary.

[insert policy name]

Page 1 of 4

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- Continuous improvement – capture lessons learned and report on outcomes to inform future approvals and programming.

4. Mandatory Risk Controls (Minimum Requirements)

- Event Risk Assessment: An ISO 31000–aligned risk assessment addressing public safety, crowd management, security, emergency response, traffic and transport, safeguarding children and vulnerable persons, site hazards, weather, medical, and contractor risks.
- Insurances: Evidence of appropriate public liability insurance and, where applicable, workers compensation and professional indemnity; additional cover for higher-risk activities (e.g., pyrotechnics, amusement devices).
- Event Management Plan: Proportionate to scale/classification; to include site plan, staffing/competency, communications, accessibility, emergency/evacuation, first aid/medical, security, alcohol management (if applicable), waste and amenity management, and community notifications.
- Compliance Clearances: Evidence of required permits/approvals (e.g., road occupancy/traffic management where applicable; food and temporary structures approvals; noise management; liquor licensing where applicable).
- Financial Protections: Fees and charges, bonds and cost recovery consistent with Council’s Schedule of Fees and Charges and relevant classification.
- On-the-day Assurance: Pre-event inspection/briefing; dynamic risk assessment for changing conditions; incident and near-miss reporting.
- Event Control Unit (ECU): For major or higher-risk events, or where directed by the CEO based on risk, an Event Control Unit (or equivalent coordination structure) with Terms of Reference and escalation protocols.
- Post-event Close-out: Site reinstatement, debrief/lessons learned, submission of required post-event confirmations (e.g., attendance estimates, incident summaries), and settlement of any charges.

5. Roles and Responsibilities

Role	Responsibilities
Council	Sets the strategic intent for events, adopts this Policy, and determines overarching risk appetite and community outcomes.
Audit, Risk and Improvement Committee (ARIC)	Provides oversight of the adequacy of systems for risk, compliance and improvement as they relate to events; reviews significant event risk insights where relevant.

[insert policy name]

Page 2 of 4

Chief Executive Officer (CEO)	Ensures systems, procedures and resources are in place to implement this Policy; determines approvals under delegation; may impose additional conditions commensurate with risk (including the requirement for an ECU); ensures post-event learning is captured.
Event Owner/Applicant	Provides complete and accurate applications, plans, insurances and evidence of competence; complies with all conditions and directions; where required; restores sites and pays applicable fees/bonds.
Town Officers (Governance/Risk/Events/Assets/Health/Compliance)	Assess applications proportionate to risk and classification; coordinate specialist advice; monitor compliance; undertake inspections; maintain records and report on outcomes; provide ECU guidance and oversight as necessary.

6. Event Classification and Conditions – Relationship to this Policy

This Strategic Policy sits above the Town’s operational policies/procedures for Event Classification and Event Conditions. Event Classification determines fee category and scale-based requirements; Event Conditions set the standard approval conditions and technical requirements, including when an Event Control Unit is required and how it must operate. Where there is any inconsistency, this Strategic Policy prevails to the extent of the inconsistency. (See Related Documents.)

7. Related Documents and References

- Town Risk Management Policy and Framework (AS ISO 31000-aligned).
- Event Classification Procedure/Schedule (as per fees and charges)
- Standard Event Conditions & Technical Guidelines as per the Town's booking process (including ECU Terms of Reference in DRAFT)
- Schedule of Fees and Charges; Local Laws; Delegations Register; Event Application Forms and Guidance.
- Applicable permits/licensing requirements as advised by the Town at application stage.

Term	Definition
Event	An organised activity on Town-managed land or facilities that requires Town approval or support.
Event Control Unit (ECU)	A multi-disciplinary internal coordination group established for major or higher-risk events to oversee live risk management, communications and

[insert policy name]

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	escalation during operations, as specified in the Town's guidelines and ECU Terms of Reference.
Applicant	The person or organisation applying to hold an event.
Event Management Plan	A plan proportional to event risk/scale addressing operational, safety, environmental, accessibility and emergency arrangements.
Risk Assessment	A structured identification and analysis of risks and controls, with residual risk and treatment actions documented.
Term	Definition
<i>Example: Event</i>	<i>Any organised activity held in a public space that requires Town approval</i>

7. Review and Approval

This Policy will be reviewed every two (2) years or earlier if legislative or strategic changes warrant.

Document Control

Document control refers to the process of managing versions, changes, and approvals of a policy to ensure accuracy, consistency, correct document refs, and accountability over its lifecycle.

Version	Date	Author/Approver	File ref
		Manager Community and Customer Services/Council	Example: D25/0001

[insert policy name]

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TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.4A:
DRAFT LEASE AGREEMENT - COTTESLOE TENNIS
CLUB JUNE 2026**

Lease – Portion of Reserve 3235

Town of Cottesloe

Cottesloe Tennis Club Inc.



McLEODS

Lawyers

Stirling Law Chambers | 220 Stirling Highway

CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: MM:COTT-56641

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DRAFT

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Details

Parties

Town of Cottesloe

of 109 Broome Street, Cottesloe, Western Australia
(Lessor)

Cottesloe Tennis Club Inc.

of Cnr Broome and Napier Streets, Cottesloe, Western Australia
(Lessee)

Background

- A The Lessor is the management body of the land described in **Item 1** of the Schedule under the Management Order (**Land**).
- B Under the Management Order, the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the consent of the Minister for Lands first being obtained.
- C The Lessor has agreed to grant to the Lessee a lease of that portion of the Land described in **Item 2** of the Schedule (**Premises**), upon the terms and conditions of this agreement and subject to the consent of the Minister for Lands.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

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

Appurtenances means all drains, toilets, wash basins, bathrooms, water, gas and electrical fittings and other services contained in or about the Premises;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

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

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

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

Conditions of Hire means those conditions of hire specified in **Item 10(1)** of the Schedule and subject to amendment from time to time by the Lessor;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)* as amended, substituted or replaced from time to time;

Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

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

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 4** of the Schedule;

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

Immediately Lettable Condition means a similar condition of the Premises to that applicable at the time of the handover of the Premises from the Lessor to the (or in the event of any part thereof having been replaced or renewed during the term as nearly as possible in the same

condition as at the date of such replacement or renewal) subject at all times to fair wear and tear;

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

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

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

Lessee's Agents includes:

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

Lessee's Obligations means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

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

Lessor's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term;

Management Order means a management order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of Recreation;

Month or months means a calendar month;

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

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

Permitted Purpose is described in **Item 7** of the Schedule;

Premises means the premises described at **Item 2** of the Schedule;

Rent means the rent specified in **Item 6** of the Schedule;

Rent Review Date means the date specified for each relevant rent review in **Item 9** of the Schedule;

Reservations means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run gas, water, heat, oil, electricity and other power telephone lines and air-conditioning through such pipes, ducts and conduits and wires, and to enter and remain on the

Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 3** of the Schedule and any Further Term specified in **Item 4** of the Schedule; and

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

2. Minister for Lands' Consent

This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*, a copy of which is annexed hereto as **Annexure 3**.

3. Grant of lease

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

- (a) all Encumbrances and the Reservations;
- (b) the payment of the Amounts Payable;
- (c) the performance and observance of the Lessee's Obligations; and
- (d) the consent of the Minister for Lands.

4. Quiet enjoyment

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

5. Rent and other payments

5.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor during the Term the Rent in the manner set out at **Item 6** of the Schedule and subject to review in accordance with **clause 6** from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

5.2 Outgoings

The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct upon demand and punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:

- (a) local government rates, taxes and charges and including charges for rubbish or garbage removal, noting that the Lessee enjoys an 80% discount on local government rates ;

- (b) telephone and internet charges;
 - (c) fire and emergency service levy;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) electricity charges including any costs of connection;
 - (f) gas consumption charges including any costs of connection;
 - (g) water consumption charges;
 - (h) rubbish charges;
 - (i) the costs of any cleaning, supply of internal security and toilet requisites to, and maintenance and repair of the Premises;
 - (j) premiums, excesses and other costs arising from the insurance obtained by the Lessor pursuant to **clause 7.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor in accordance with subclause (2); and
 - (ii) such insurance will include insurance for the full replacement value of buildings;
 - (k) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in this clause being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee must pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
- (a) all costs for the preparation, drafting and execution of this Lease;
 - (b) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (c) all registration fees in connection with this Lease (if any); and
 - (d) all costs associated with the preparation of a surveyed plan of the Premises for the purposes of the Lease (if required).

- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause or any matter arising out of this Lease.

5.5 Payment of Money

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

5.6 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

Not applicable.

7. Insurance

7.1 Insurance required

- (1) The Lessee must effect and keep current with a recognised and reputable insurer and noting the interest of the Lessor for its respective rights and interests:
- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require; and
 - (b) insurance against all risks, structural loss or damage, including vandalism, as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value; and
 - (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary; and
- (2) The Lessee must promptly expend all money recovered in respect of any insurance under paragraph (1) in the satisfaction of the payment of damages or the reinstatement or

replacement of the items of which that money is received to the extent that that money is sufficient for that purpose.

7.2 Building Insurance

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

7.3 Lessee to pay excess on insurance

The Lessee is responsible for all excess payments in connection with the insurance referred to in this clause in connection with this Lease.

7.4 Details and receipts

In respect of the insurances required to be obtained by the Lessee pursuant to this **clause 7** the Lessee must:

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

7.5 Not to invalidate

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

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

7.6 Report

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

- (a) any damage to the Premises of which they are or might be aware; and

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

7.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by this clause.

7.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by this clause;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by this clause;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

7.9 Lessee's equipment and possessions

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

8. Indemnity

8.1 Lessee responsibilities

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

8.2 Indemnity

The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor and/or the Minister for Lands, or brought, maintained or made against the Lessor and/or the Minister for Lands, in respect of:

- (a) injury or damage of, or to, any kind of property or thing; and
- (b) the death of, or injury suffered by, any person,

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

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

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

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

8.5 Release

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

except to the extent that such loss or damage is directly caused by a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

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

8.6 Limit of Lessor's liability

- (1) The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.
- (2) The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor remains the management body of the Land under the *Land Administration Act 1997*.
- (3) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Obligations due to any cause beyond the Lessor's control.

9. Maintenance, repair and cleaning

9.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; or
 - (d) any gas fittings and fixtures,

in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

9.2 Comply with all reasonable conditions

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

9.3 Responsibility for repairing damage

The Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused (including any damage caused by vandalism) and replace any of the Lessor's Fixtures and Fittings which are or which become damaged, unless such damage is the Lessor's responsibility pursuant to the terms of the Lease.

9.4 Cleaning

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

9.5 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

9.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

9.7 Responsibility for Securing the Premises

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

9.8 Safety and testing obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises and any fixtures or fittings are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 9.8(1)**, the Lessee acknowledges that it will be required to, amongst other things:
 - (a) comply with the requirements of the *Work Health and Safety Act 2020 (WA)*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person;
 - (b) comply with all relevant requirements of the Department of Fire & Emergency Services (DFES), including without limitation the requirement to ensure that all fire protection and firefighting equipment located, or installed at the Premises, is tested regularly for compliance with Australian Standards and DFES requirements; and
- (3) ensure that the emergency/exit lighting systems in the Premises are adequately maintained in accordance with the requirements of the Building Code of Australia and Australian Standards.

9.9 Drains

- (1) The Lessee must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such

waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.

- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

9.10 Acknowledgement of state of repair of Premises

The Lessee acknowledges that it has inspected the Premises prior to the execution of this Lease and enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

10. Alterations

10.1 Restriction

- (1) The Lessee must not without prior written consent:
- (a) (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
 - (b) install any new signage, including any illuminated or external facing signage, but not including any internal-facing sponsor signing, at the Premises;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises; or
 - (e) subject to the performance of the Lessee's obligations in **clause 9**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

10.2 Consent

If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 10.1** the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
 - (ii) require that work be carried out in accordance with the Building Code of Australia; and
 - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and

- (b) if the Lessor consents to any matter referred to in **clause 10.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

10.3 Cost of Works

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

10.4 Conditions

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

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

11. Use

11.1 Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of the Premises for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local law, act, statute or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor (which consent will not be unreasonably withheld provided that such sign, notice or advertisement complies with all relevant regulatory and planning approvals). For clarity, internal facing signs are excluded from the requirement to obtain written consent of the Lessor in accordance with **clause 10.1(1)(b)**.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and store and keep all trade waste and garbage in proper receptacles.

(9) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

(10) No electrical overloading

The Lessee must not without the consent of the Lessor install or use any electrical equipment on the Premises that overloads or has the capacity to overload the cables switchboards or sub-boards through which electricity is conveyed to or through the Premises.

(11) Premises subject to Restriction

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

(12) Indemnity for costs

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

11.2 No Warranty

The Lessor gives no warranty:

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

11.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4 Premises Subject to Restriction

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

11.5 Handling of Food on the Premises

Where food/beverage is sold or handled in any way on the Premises, the Lessee shall:

- (a) provide adequate facilities for the hygienic handling of such food/beverage, including facilities for the washing of hands and utensils;
- (b) notwithstanding any other provision of this Lease, not permit or allow food/beverage vendor or handler to breach the provisions of the *Public Health Act 2016*, *Health (Miscellaneous Provisions) Act 1911* or *Food Act 2008* any other legislation, order, regulation or other by-law or local law or direction made relating to food/beverage or its preparation or handling;
- (c) without limiting the generality of the obligations in the foregoing paragraphs the Lessee will take adequate measures at all times to the satisfaction of the Lessor to safeguard any food/beverage being sold or distributed on the Premises from flies and dust; and
- (d) obtain all necessary permits and approvals under the provisions of the *Public Health Act 2016*, *Health Act 1911* or *Food Act 2008* and any associated legislation or any equivalent replacement or re-enactment thereof.

11.6 Indemnity for Costs

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

12. Alcohol

The Lessee covenants and agrees:

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

13. Lessor's right of entry

13.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice, at all reasonable times, with or without workmen and others and with or without plant, equipment, machinery and materials, for each of the following purposes:

- (a) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (b) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (c) to comply with the Lessor's Obligations or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (d) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 13.1(d)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 13.1(d)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

14. Statutory obligations and notices

14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;

- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises for the Permitted Purpose; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 14.1**.

14.3 No Fetter

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

15. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

16. Default

16.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Obligations for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;

- (c) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 2015*, the association is wound up whether voluntarily or otherwise;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 2015*, the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated;
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits;
 - (i) the Lessee is a body corporate and an administrator is appointed, of the Lessee;
 - (ii) the Lessee is a body corporate and an application is made, an order is made, or, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Lessee to be wound up unless the winding up is for the purpose of reconstruction; or
- (i) the Lessee:
 - (i) becomes insolvent;
 - (ii) admits in writing the inability of the Lessee to pay its debts; or
 - (iii) is deemed to be insolvent.

16.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 16.1(a)**.

16.3 Forfeiture

On the occurrence of any of the events of default specified in **clause 16.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (c) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 19**,

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

16.4 Lessor may remedy breach

If the Lessee:

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

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

16.5 Acceptance of Amount Payable By Lessor

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

16.6 Essential Terms

Each of the Lessee's Obligations in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **9** (Maintenance, Repair and Cleaning), **11** (Use), **21** (Assignment, Subletting and Charging) and **24** (Goods and Services Tax) are essential terms of this Lease but this clause **16.6** does not mean or imply that there are no other essential terms in this Lease.

16.7 Breach of Essential Terms

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

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

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early

determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 16.7(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease; and
- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

17. Damage or Destruction of Premises

17.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

17.2 Total damage or destruction

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

18. Option to renew

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

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained;
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Obligations; and
- (c) the Lessee has complied with **Item 10(3)** and **Item 10(4)** of the Schedule,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this clause in respect of any Further Term previously taken or the subject of the present exercise.

19. Holding over

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

20. Obligation on Termination

20.1 Restore Premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to an Immediately Lettable Condition and repair, replace or make good to the satisfaction of the Lessor any of the Premises or Lessor's Fixtures where damaged by the Lessee or any of the Lessee's Agents.

20.2 Yielding up

On Termination the Lessee must:

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

20.3 Remove property prior to Termination

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

20.4 Lessor can remove Lessee's property on re-Entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 20.3** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

20.5 Obligations to continue

The Parties' rights and obligations under this **clause 20** will continue, notwithstanding the Termination of this Lease.

21. Assignment, sub-letting and charging

21.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor (which may be withheld in the absolute discretion of the Lessor), the Minister for Lands and any other persons whose consent is required under the terms of this Lease or at law.

21.2 Change in Ownership of Shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) will be deemed to be an assignment of the leasehold estate created by this Lease and the Lessee must give the Lessor written notification of the change in ownership of shares within 14 days of the change.

21.3 Property Law Act 1969

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

21.4 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law;
- (c) the preparation, drafting and execution of a deed of assignment or subletting as the case may be; and
- (d) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

21.5 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

22. Disputes

22.1 Referral of Dispute: Phase 1

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

22.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 22.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and the President of the Lessee for the purpose of resolving the dispute.

22.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 22.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

22.4 Payment of Amounts Payable to Date of Award

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

23. Caveat

23.1 No absolute caveat

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

23.2 CEO and Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

23.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

23.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

24. Goods and services tax

24.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

24.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 24.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

24.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 24.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

24.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

24.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

24.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

24.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

25. Consents

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

26. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

27. Notice

27.1 Form of delivery

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

- (a) by delivery to the Party personally;

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

27.2 Service of Notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 27.4**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 27.4**, on the fourth Business Day following the date of posting of the Notice;
- (d) if by email, when despatched by email to an email address specified in **clause 27.4** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

27.3 Signing of Notice

A Notice to a Party may be signed:

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

27.4 Notice Details

For the purposes of this **clause 27**, the address and email of the parties for the service of notices are as follows:

(a) **Lessee**

Address: 20 Napier Street

Attention: President

Email: president@cottesloetennis.com.au

(b) **Lessor**

Address: 109 Broome Street, Cottesloe, Western Australia 6753

Attention: Chief Executive Officer

Email: ceo@cottesloe.wa.gov.au

28. General Provisions

28.1 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

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

28.2 Acts by agents

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

28.3 Statutory powers

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

28.4 Severance

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

28.5 Variation

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

28.6 Moratorium

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

28.7 Further assurance

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

28.8 Waiver

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

28.9 Governing law

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

29. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

Schedule

Item 1 Land

Reserve 3235 being land more particularly described as:

- Lot 37 on Plan 222327 and being the whole of the land comprised in Crown Land Certificate of Title Volume LR3151 Folio 608;
- Lot 38 on Plan 222327 and being the whole of the land comprised in Crown Land Certificate of Title Volume LR3151 Folio 609; and
- Lot 39 on Plan 222327 and being the whole of the land comprised in Crown Land Certificate of Title Volume LR3151 Folio 610

Item 2 Premises

That part of the Land depicted, for the purpose of general identification only, by being coloured green and red on the plan annexed hereto as **Annexure 1**, together with all buildings, structures, alterations, additions and improvements on that part of the Land or erected on that part of the Land during the Term

Item 3 Term

Ten (10) years commencing on 1 July 2026 and expiring on 30 June 2036

Item 4 Further Term

Five (5) years commencing on 1 July 2036 and expiring on 30 June 2041

Item 5 Commencement Date

1 July 2026

Item 6 Rent

One dollar (\$1.00) payable on demand

Item 7 Permitted Purpose

Tennis courts and club house, including other complementary racquet sports as defined in Tennis West's Constitution

Item 8 Public Liability Insurance

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

Item 9 Rent Review

Not applicable

Item 10 Additional terms and conditions**(1) Conditions of Hire**

- (a) The Lessee may hire out the Premises or part of the Premises for use by third parties.
- (b) The Lessee may charge and retain a fee for such casual hire.
- (c) The Lessee must publicly display the terms and conditions of use of the Premises in an adequate manner on the Premises.
- (d) The Lessee acknowledges that at all times, including when any portion of the Premises are hired to a third party, the Lessee remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period, and shall continue to be subject to all covenants, terms and conditions contained in this Lease at all times during which the Premises is being hired to a third party and must ensure that the use of the Premises by any third party complies with the terms of this Lease.
- (e) The Lessee must ensure that adequate insurances as required by **clause 7.1** of the Lease are in effect for any third party users of the Premises. For clarity, third-party users will be covered by the Lessor's building insurance pursuant to **clause 7.2**.

(2) Review of Lease

Prior to the sixth anniversary of the Commencement Date, the Parties agree that a review of the Lease will be undertaken as required by the Town.

(3) Strategic Plan

- (a) The Lessee must provide the Lessor with a 5 year strategic plan on every fifth anniversary of the Commencement Date.
- (b) The parties acknowledge and agree that the first strategic plan will be provided within the first year of the commencement of the Lease and thereafter by the fifth anniversary of each Commencement Date.

(4) Annual Report

- (a) The Lessee must provide to the Lessor on an annual basis a report on the Lessee's operations at the Premises, which outlines the Lessee's achievements in relation to the strategic plan referred to in **Item 10(3)** above.
- (b) In the event of a dispute in relation to the Lessee's achievements as referred to in **Item 10(3)** and **Item 10(4)(a)**, the dispute provisions at **clause 22** shall prevail.

(5) **Property Condition Report**

The parties acknowledge that a property condition report of the Premises, which reflects the state of the Premises as at the Commencement Date, is annexed hereto as **Annexure 2**.

DRAFT

Signing page

EXECUTED by the parties as a Deed

2026

THE COMMON SEAL of the **TOWN OF COTTESLOE** was hereunto affixed in the presence of:

Signature of Shire President

Full name of Shire President

Signature of Chief Executive Officer

Full name of Chief Executive Officer

THE COMMON SEAL of the **COTTESLOE TENNIS CLUB INC.** ("the Association") was hereunto affixed pursuant to the constitution of the Association in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or her holds the office in the Association indicated under his or her name:

OFFICE HOLDER SIGN

Office Held:
Full Name
Address

OFFICE HOLDER SIGN

Office Held:
Full Name
Address

Annexure 1 – Plan of Premises



Annexure 2 – Property Condition Report

Cottesloe Tennis Club – 17 Napier Street

Property Condition report

December 2025

Buildings

Main Building – Clubhouse - Internal

Coach/Proshop

The Coach's office and Stringing room/Storeroom were not accessible at the time of the inspection for this report. A condition report from June 2021 has informed the report on this area listed below.

The Coach's office also serves as a Pro shop. The floor covering is vinyl with plasterboard walls and a Besser block wall separating the stringing room/storeroom. There are acoustic tiles on the ceiling. There is some water damage to the plasterboard surface of the south wall of the Coach's office. The Coach's office is in fair condition.

Coach-stringing room/storeroom

The Coach's office and Stringing room/Storeroom were not accessible at the time of the inspection for this report. A condition report from June 2021 has informed the report on this area listed below.

The floor covering in the Stringing room/Storeroom is vinyl with plasterboard walls and a Besser block wall separating the stringing room/storeroom from the Coach's office. There are acoustic tiles on the ceiling. The Stringing room/Storeroom is in good condition.

Function room

The function room of the main building at the CTC is a large open area furnished with couches, tables and chairs (photos 83-84). The floor is polished timber, the walls plasterboard and the ceiling made from custom cut compressed cement sheet panels. The Sets room, Meeting room and Storeroom are at the south end of the Function room and have plasterboard walls. The amenities area in the north of the function room to the Kitchen, bar and toilets has masonry walls with a hard wall plaster finish. The function room is in good condition.

Meeting room

The meeting room is in the SW corner of the function room (photo 87). The meeting room could be separated from the function room by the use of a movable partition. The Meeting room is currently being used as a table tennis area and is in good condition.

Meetingroom-storeroom

There is a storeroom south of the Meeting room that is used for general storage (photo 88). The Storeroom has a vinyl floor with plasterboard walls and an acoustic tile ceiling. The Storeroom adjacent the meeting room is in good condition.

Sets room

The sets room is located at the SE corner of the main building and is where court fixtures are displayed for Club play/tournaments (Photo 94). The sets room has tiled floor with plasterboard walls and acoustic tiles on the ceiling. The Sets room is in good condition.

Kitchen

In the NW corner of the function room is an open plan kitchen (photo 86). The kitchen has vinyl floor coverings, hard wall plaster walls and plasterboard ceiling and is in good condition.

Bar

In the NE corner of the function room there is a bar separated from the main room by a laminate panel bar with hard wall plaster walls above (photo 85). The interior of the bar has vinyl floor coverings, hard wall plaster walls, plaster board ceiling and is in good condition.

Toilet passage

Between the kitchen and bar at the north end of the function room is a passage way that leads to the toilets (photo 89). The passage way has a timber floor, hard wall plaster walls, plaster board ceiling and is in good condition.

Universally accessible toilet (UAT)

There is a universally accessible toilet located off the toilet passage way behind the bar (photo 92). The UAT has a tiled floor, hard wall plaster walls, plaster board ceiling and is in good condition.

Male toilet

The male toilet is in the NE corner of the building accessed from the toilet passage (photo 91). There is one toilet pan, 2 urinals, 2 showers and 2 hand basins. The male toilet has a tiled floor, hard wall plaster walls, plaster board ceiling and is in good condition.

Female toilet

The female toilet is in the NW corner of the building accessed from the toilet passage (photo 90). There are 2 toilet pans, 2 showers and 2 hand basins. The female toilet has a tiled floor, hard wall plaster walls, plaster board ceiling and is in good condition.

Public toilet

The public toilet is accessed from outside of the building at the north end (photo 93). The public toilet has one toilet pan and a hand basin. The public toilet has a tiled floor, hard wall plaster walls, plaster board ceiling and is in good condition.

Main Building – Clubhouse External**Roof**

The roof of the CTC is grey Colorbond orb with matching barge trims. There are no gutters installed on the main Clubhouse building. The roof of the main building is in good condition.

West façade

The west façade of the CTC has a 12.5m section of Besser block wall at the north end and a 5.5m section of Besser block at the South end with an extended area with large aluminium framed windows and glass doors for 13.7m protruding approximately 3m from the line of the block wall (photos 62 to 64). There is a hot water system enclosure built into the wall at the north end that is showing some signs of corrosion (photo 65). At the south end there is a limestone block feature wall that has fretted mortar in some areas to a depth of 50mm (photo 66). Aside from these issues the west façade is in good condition.

North façade

The north façade of the CTC is constructed of Besser blocks a door to the is an entry door to the public toilet and high windows allowing light into the male and female toilets. The north facade is in good condition (photo 61).

East façade

The East façade of the CTC is constructed of Besser block at the north end to a height of approximately 2m with large aluminium framed windows and glass doors framed with timber batten wall panels above and as infill (photo 60). The west façade is in good condition.

South façade

The south façade of the man Clubhouse building is a limestone clad feature wall (photo 67). There are garden beds against the building either side of the entry door to the Coach's office. The awning above the entrance to the coach's office is showing signs of minor water damage and the timber soffit has lost its finish (photo 69). The moisture from the garden beds is causing salt damp that is fretting the mortar in various locations of the limestone clad area (photos 66, 68 and 69).

Old Curator's shed

The old Curator's shed at the CTC is constructed of Besser blocks. There appears to have been 2 to 4 additions made to the building in its history, the latest a timber framed addition to the north end to create the "Committee room".

Old Curator's shed - Internal

The old Curator's shed was not accessible at the time of the inspection for this report. A condition report from June 2021 has informed the report on this area listed below

Committee room

The room listed in plans of the buildings at the CTC as the Committee room at the north end of the building appears to currently be used for storage. The room is a timber framed addition to the older Besser block constructed building. The south internal wall is Besser block with Hardieflex on the east north and west walls. There is a suspended ceiling with acoustic ceiling panels (photo 82).

Kids room/store rooms

The southern portion of the old Curator's shed is partially an under cover area that was formerly the machinery storage area with the roller doors or gates removed. Further west in this portion of the building there is a lockable enclosed area that was inaccessible at the time of writing this report.

Old Curator's shed - External

Roof

The roof of the old Curator's shed at the CTC is constructed of Zincolume orb sheeting with some fiberglass orb sheeting in areas to allow natural light in. There is damage to the roof sheeting on the west side due to some adjacent tree branches (photo 79-80).

West façade

The west façade of the old Curator's shed at the CTC is constructed of Besser Blocks for 9.5m of the southern end. There is a 4m timber framed addition clad with Hardieflex at the northern end. There is a large garden bed against the building for the full length of the west façade (photo 80). The Hardeiflex clad area has some significant damage where the ground level on this side is 500mm higher than the floor level. The remainder of the west façade is in fair condition.

North façade

The north façade of the old Curator's shed at the CTC is clad with timber panels (photo 78). The North façade is in fair condition.

East façade

The east façade of the old Curator's shed at the CTC is constructed of Besser blocks there are 2 former equipment storage bays and an entry door to the former committee room. The north east corner is clad with timber panels (photo 77). The east façade is in fair condition.

South facade

The south façade of the old Curator's shed is constructed of Besser Blocks (photo 81). The south façade is in fair condition.

New Curator's shed - Internal

Workshop/machinery storage area

The workshop/machinery storage area of the Curator's shed is un-clad with the roof and wall purlins visible (photo 76). There is plywood cladding visible to the internal wall to the bin storage area. There are shelves installed along the walls to the Volunteer Gardener's room and along the south wall. The interior of the curator's shed is in good condition.

Volunteer Gardener's storage area

This area is a storage room for Gardening Volunteers from the Club. It has a simple plywood partition wall separating it from the Curator's shed and a small roller door (photo 95).

New Curator's shed - External

South façade

The south façade of the Curator's shed is close to the south boundary of the CTC and clad with Hardie plank, there is a narrow hedge planted along the south façade adjacent the footpath (photo 74). The south façade is in good condition.

West façade

The west façade of the Curator's shed is clad with Hardie plank and has a bin storage area and a rack for building materials attached to it (photo 73). The west façade is in good condition

North façade

The North façade of the curator's shed at the CTC is clad with Hardie plank and has one large roller door at the entry to the workshop machinery storage area and a smaller roller door at the entry to the Volunteer Gardener's area (photo 72). The north façade is in good condition.

East façade

The East façade of the Curator's shed at the CTC is clad with Hardie plank (photo 70). The site main switchboard for the CTC site is located on the east side of the Curator's shed (photo 71). The east façade of the curator's shed is in good condition.

Roof

The roof of the Curator's shed is a skillion roof clad with Zinalume "Trimdek" roof sheeting (photo 75). There are 2 roof sheets that have been replaced with fiberglass sheeting to allow natural light into the building (photos 75-76). The roof of the Curator's shed is in good condition.

Other External Structures**Paths - brick paved**

There are 40Lm of brick paved paths leading from the main entry to the CTC on Napier Street to the southern façade of the building (photos 54 – 57). The brick paving continues east around the old Curator's shed. The majority of the brick paving is recycled brick, however there is a section in front of the building that is constructed of modern red clay pavers. There is a small section of concrete path west of the south façade that has been repaired with recycled brick.

Practice wall

There is a concrete wall for practice with a concrete apron 12.5m x 6m on either side of the wall to allow someone to practice on either side simultaneously (photos 50, 51). There is some minor cracking visible in the insitu concrete paved areas either side of the practice wall (photo 52). There is some old play equipment and building materials stored on the western side of the practice area under the trees (photo 51).

Playground

There is a children's playground area with 65m2 of softfall below the play equipment and a shadesail covering the play equipment. The play equipment, shadesail and softfall are in good condition (photo 49).

Internal concrete paths, stairs and minor retaining walls

There are approximately 280Lm of concrete paths from 1.2 to 2m width around the CTC Clubhouse most are in good condition (Photos 39 – 44). A path leading east from the hard courts has been damaged by the growth of large tree which has lifted the northern edge of the path (photo 41 and 59). A concrete path continues around the Clubhouse adjacent the courts on the west and north

sides. The path runs at a closer alignment to the Clubhouse on the eastern side. (photo 43 and 44). There are large exposed aggregate patios on the west and east sides of the main building (photos 53, 60 and 61).

There are 3 sets of stairs associated with the concrete paths constructed of reconstituted limestone or recycled brick all are in fair to good condition (photos 40, 43, and 48).

There are a number of minor internal retaining walls adjacent paths and courts constructed of limestone of reconstituted limestone ranging in height from 0.25m to 0.75m . All are in fair to good condition (photos 45 – 48).

There is a large gas powered BBQ constructed of recycled brick. There is evidence of a small rusted steel lintel above the gas inlet valve on the north end of the BBQ (photo 58).

Grass courts

The CTC has 5 bays of grass courts that contain 4-5 tennis courts (photos 34 – 38). The grass courts do not have any lighting. Bays 4 and 5 border the northern boundary and cover around 3250m² each (photos 34, 35). Bays 1 – 3 border the eastern boundary with bay 1 at the SE corner of the property and cover around 2925m² each (Photo 36-38).

Hard courts

The hard courts are in the SW area of the CTC (photos 29 – 33). There are various types of retaining walls of up 1m high between different areas of the hard courts (photos 8, 31, 32). There is some minor rotation of the "Granline" concrete panel retaining wall on the eastern side of the hard courts (photo 31). The hard courts have lighting poles to allow night time play (photo 32)

Boundary fences

Western Boundary Fence

The western boundary fence of the CTC is approximately 145.3m in length and constructed of 3m high Cyclone mesh fencing (Photos 1 – 10). The SW corner is retained by a mass reconstituted limestone retaining wall that is terraced for a short section and returns east on Napier street (photos 1 – 2). The retaining wall(s) continue north for approximately 13m from Napier Street. There is a simple set of stairs constructed of "Granline" retaining panels as risers (photo 1). There is a minor racking crack affecting the top 3 courses at the external corner (photo 3). Aside from the corner crack the western section of the retaining wall is in good condition

There is a 2m wide area outside the western boundary fence adjacent the hard court section where railway ballast has been laid to stabilize a drainage drain that is edged with polycarbonate on the western edge to contain the ballast. There is section 20m from the Napier street boundary where the ballast edging has failed causing storm water to spill west into John Black Dune Park, the water has caused damage to the embankment (photo 5). There is a drainage grate 46m along the ballast area from the Napier Street Boundary (photo 6). At the northern extent of the ballast area is an older drainage pit that appears on drainage plans from before the construction of the hard courts (photo 7). The boundary fence in this area is in good condition

At the end of the ballast covered area a reconstituted limestone retaining wall runs east west for 22m retaining the turf courts north of the hard court area the wall is approximately 1m high (photo 8). The retaining wall returns north for 3m. Where the retaining wall intersects the boundary the

alignment of the western boundary fence shifts west by 3m and an older section of cyclone fence continues 3m high (photos 7-9). There is a pedestrian gate in the northern section of the western boundary fence leading into John Black Dune Park (photo 10). The fence and retaining wall in this area are in good condition.

There is a large pile of lawn clippings at the top of the embankment outside the NW corner of the boundary fence.

Northern Boundary Fence

The northern boundary fence of the CTC is 186.7m long with a slight change in the alignment by 0.7m at the approximate mid point (photos 12-15). There is an area at the western end that is rotating outward slightly (photo 13)

Eastern Boundary Fence

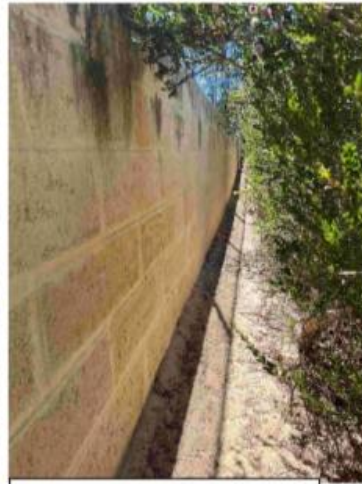
The eastern boundary fence of the CTC is 146.6m long (photos 16 to 22). There is a section at the northern end that is rotating outwards slightly and there is a post that is significantly corroded at a joint in the post near the top (photo 17). There is a gate in the fence around the mid point where a skip is located for lawn clippings from the CTC (photo 18). Further south there is a pedestrian gate where the water meter for the site is located in a trafficable steel box (photo 19). There is a section of fence that is rotating outwardly and a post that is significantly corroded at a joint in near the top of the post (photo 21).

Southern Boundary Fence

The Southern Boundary fence of the CTC is 184m in length (photos 23 – 28). There is a small section of fence with a minor inward rotation east of the main entry (photo 23). Mid way along the southern boundary fence is the main entry to the CTC (photo 24). West of the main entry there is an 11m section of "Granline" concrete panel retaining wall where the hard court is lower than the Napier Street verge that stops at a double gate (photo 25). As the Napier street grades down further west there is a 15m section of "Granline" concrete panel retaining wall where the hard court is higher than the Napier Street verge (photo 26). At a point 25.5m from the SW corner of the boundary fence the retaining wall changes to mass limestone retaining. There is some outward rotation of the "Granline" retaining panels at the point where the wall changes type (photo 27). Moving further west there is a second mass limestone retaining wall that is installed 1.8m outside of the wall adjacent the hard courts to act as a terrace (photo 28). This additional terraced retaining wall runs east west for 13m and north south for 5.5m.



1 Retaining wall SW 1



2 Retaining wall SW 2



3 Retaining wall SW Minor damage



4 Western boundary fence



5 Western boundary fence Damaged drainage



6 Western boundary fence - Drainage grate



7 Western boundary fence - Old drainage grate



8 Western boundary fence - Hard court retaining north



9 Western boundary fence - Turf court section



10 Western boundary fence - Turf court section gate



11 Lawn clippings dumped outside NW corner boundary fence



12 Northern boundary fence



13 Northern boundary fence - Minor rotation



14 Northern boundary fence - Mid bend



15 Boundary fence - NE corner



16 Eastern boundary fence - Minor rotation



17 Eastern boundary fence - Minor rotation and rust



18 Eastern boundary fence - Green waste disposal skip



19 Eastern boundary fence - Pedestrian gate and water meter



20 Eastern boundary fence - SE corner



21 Eastern boundary fence - Minor rotation and rust



22 Southern boundary fence



23 Southern boundary fence - Minor fence rotation



24 Main entry Southern boundary fence



25 Southern boundary fence retaining wall



26 Southern boundary fence retaining wall



27 Southern boundary fence retaining change to limestone



28 Southern boundary fence additional retaining terrace SW corner



29 SW hard courts



30 Hard court retaining 1



31 Hard court retaining Minor damage 1



32 Hard court lighting and Power DB



33 Hard court retaining 2



31a Hard court retaining Minor damage2



34 Grass courts Bay 5



35 Grass courts Bay 4



36 Grass courts Bay 3



37 Grass courts Bay 2



38 Grass courts Bay 1



39 Internal concrete paths



40 Internal concrete paths and stairs



41 Internal concrete paths and stairs - damaged path



42 Internal concrete paths and stairs



43 Internal concrete paths and stairs



44 Internal concrete paths and stairs



45 Minor internal retaining walls



46 Minor internal retaining walls



47 Minor internal retaining walls



48 Minor internal retaining walls



49 Children's playground



50 Concrete practice wall



51 Concrete practice wall and old play equipment



52 Concrete practice wall - Minor cracking



53 Exposed aggregate concrete veranda



54 Brick paved path



55 Brick paved path



56 Brick paved path



57 Brick paved path



58 Brick BBQ



59 Internal concrete paths - damaged path



60 Main Building - East facade



61 Main Building - North facade



62 Main Building - West facade 1



63 Main Building - West facade 2



64 Main Building - West facade 3



65 Main Building - West facade HWS



66 Main Building - West facade -
Fretting mortar



67 Main Building - South facade



68 Main Building - South facade -
Fretting mortar and switchboard
corrosion



69 Main Building - South facade -
Awning soffit damage



70 Curator's shed - East facade



71 Site main switchboard



72 Curator's shed - North facade



73 Curator's shed - West facade



74 Curator's shed - South facade



75 Curator's shed - Roof



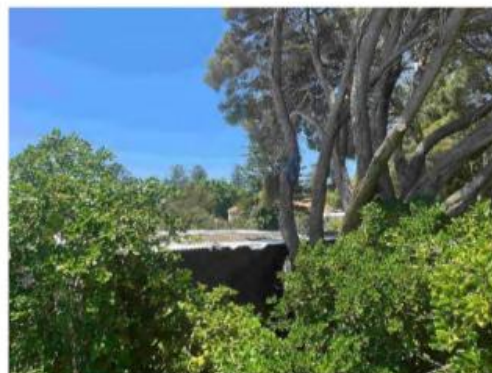
76 Curator's shed - Internal



77 Old Curator's shed - East facade



78 Old Curator's shed - North facade



79 Old Curator's shed - Roof damage



80 Old Curator's shed - West facade



81 Old Curator's shed - South facade



82 Old Curator's shed - Internal 1



83 Main building function room



84 Main building function room 2



85 Main building - Bar area



86 Main building - Kitchen area



87 Main building - Meeting room



88 Main building - Store room



89 Main building - Toilet passage



90 Main building - Ladies Toilet



91 Main building - Mens Toilet



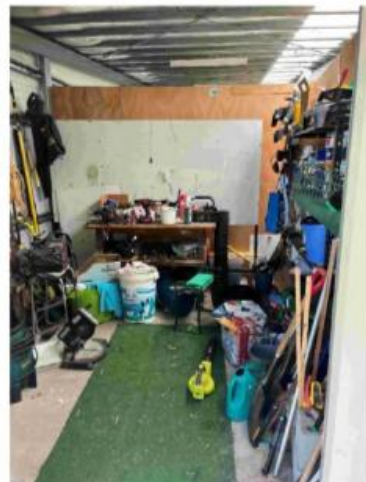
92 Main building - UAT



93 Main building - Public toilet



94 Main building - Sets room

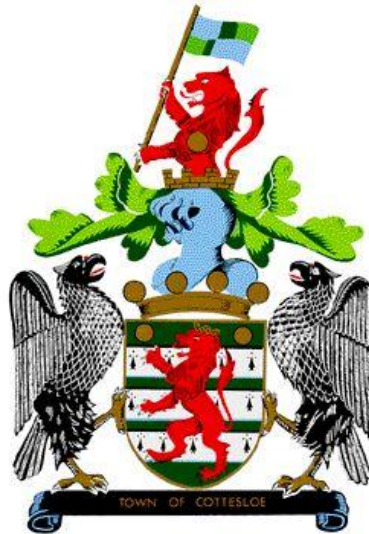


95 Curator's shed - Volunteer Gardener's room

Annexure 3 – Minister for Lands' Consent

DRAFT

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.5A:
COUNCIL PLAN-2023-2033 - ORIGINAL**



Town of Cottesloe

COUNCIL PLAN 2023-2033



**Our Plan for the Future:
incorporating our
Strategic Community Plan and
Corporate Business Plan**

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MAYOR'S INTRODUCTION

We are pleased to present the Town of Cottesloe Council Plan 2023-2033, our Plan for the Future, incorporating the Strategic Community Plan and Corporate Business Plan.

This Plan is part of our continued commitment and focus to ensure the Town of Cottesloe will strive to work with the community to fulfil their needs and support their aspirations, while leading with fairness.

This Plan shares our vision and objectives, aligned to the community's expressed visions and aspirations for the future, outlining how we will work towards achieving these over the next decade.

This Plan has been developed after consideration of the valued input of the local community. We are grateful to the community for their response and input into the strategic community planning process and the valuable insight into the desired vision for the future of the Town of Cottesloe.

Our community and Council recognise that, although we are small in land size, the Town attracts a large number of visitors and is custodian to precious natural environs and heritage. With a relatively small resident population and ratepayer base for a metropolitan local government, the Town is mindful of our resource limitations.

Our community engagement results highlight a strong sense of community and local residents are highly invested in seeing our Town retain its natural beauty for the benefit of current and future generations.

As a Council, we have endeavoured to continue to capture the community's aspirations to incorporate and reflect these in our Council Plan vision and desired outcomes.

As a local government we will continue to work in partnership with the community, and other key stakeholders, to deliver these outcomes.

During the development of this Plan, we recognised our progress since the development of our Strategic Community Plan 2013-2023 and also identified the need to ensure the Town has the resources and capacity to continue appropriate levels of services to the community and to maintain our infrastructure.

As a Council we look forward to continuing our progress and supporting our community.

Lorraine Young
Mayor, Town of Cottesloe



TOWN OF COTTESLOE



12km
Distance from Perth CBD



9
Council Members



3.9 sq km
Area



50
Employees



7,970
Residents



3,905
Dwellings



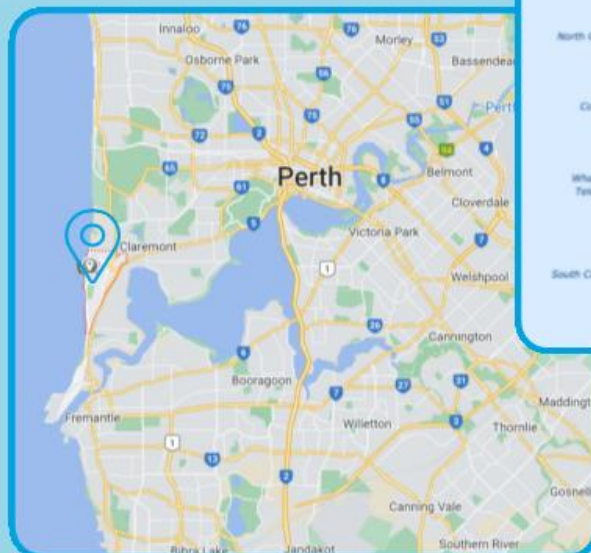
\$12.4m
2023/24 Rates Raised



\$69.7m
Town Infrastructure
Asset Value at 30 June
2023



\$71.7m
Town Property, Plant
and Equipment Asset
Value at 30 June 2023



CONTEXT

Other levels of government and their individual strategies, plans and projects have an impact on how local governments operate. These independent strategies, plans and projects need to be considered when planning for the future of our Town. In addition to foreshadowed local government legislative reforms, the following are considered highly relevant due to their potential impact on the Town's service delivery.

State Planning Strategy 2050

A guide from which public and local authorities can express or frame their legislative responsibilities in land-use planning, land development, transport planning and related matters.

In the context of the Town, this is relevant to achieving growth in a sustainable manner which ensures economic advancement, social equity and ecological protection and enhancement.

State Infrastructure Strategy

Identifies the whole-of-government consideration to delivering future infrastructure needs and priorities to support Western Australia's growing population.

Local Health Plans

The WA State Government introduced the Public Health Act 2016 for Western Australia which requires Local Governments to develop local public health plans.

Development of the Cottesloe Local Health Plan itself is unlikely to have any significant impact on the Town's resources, however the actions and projects contained within such a plan could.

Liveable Neighbourhoods Community Design

The State Government's community design code for Liveable Neighbourhoods calls for mixed use developments, housing variety, connected walkable street structure and accessible local green spaces.

WA Housing Strategy

A call to action for all sectors to work together to improve housing choices and access to suitable and affordable homes – particularly for the most vulnerable.

Western Australian Climate Change Policy

Sets out the State Government's plan for a climate-resilient community and a prosperous low-carbon future. The policy highlights their commitment to adapting to climate change and working with all sectors of the economy to achieve net zero greenhouse gas emissions by 2050.

COMMUNITY ENGAGEMENT

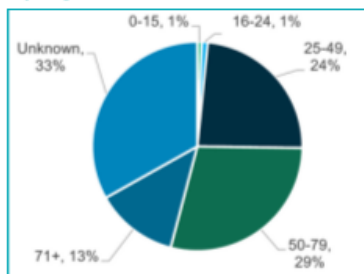
As part of the ongoing development and review of the Town’s high level strategic planning activities, community consultation and engagement was again sought in 2023. The feedback received has been taken into consideration during the major review in early 2023 and subsequent development of the Town of Cottesloe’s Council Plan 2023-2033.

This process included a focus on seeking the community’s aspirations, vision and objectives for the future and feedback in relation to services and facilities provided by the Town of Cottesloe.

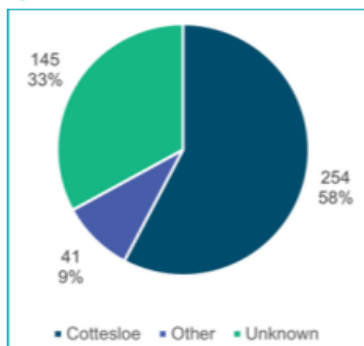
The following is a brief snapshot of the community input received.

We Heard From:

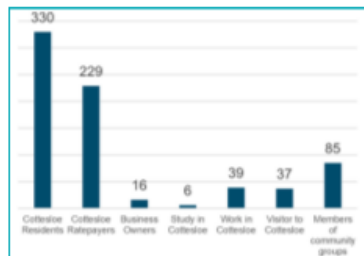
By Age



By Residence



By Relationship to the Town



Community Responses:

What do you love about the Town of Cottesloe?

- Beach
- Community
- Ocean
- Trees
- Relaxed
- Open space
- Proximity
- Access
- Sense of community

What is your greatest wish for the Town of Cottesloe over the next 10 years?

- Protect the beach and natural environs
- Appropriately managed development
- Maintain and improve the foreshore
- Access to the beach front is maintained
- Promote and foster sense of community



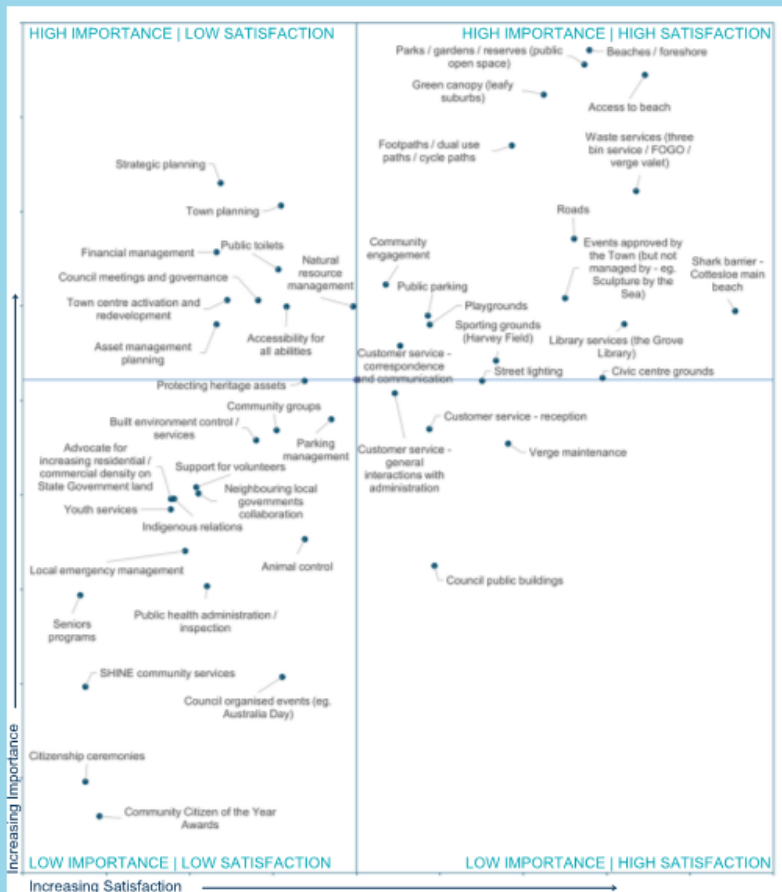
COMMUNITY ENGAGEMENT

Service Provision – Comparison Analysis

Survey respondents rated their perspective of the importance and their level of satisfaction with current and anticipated Town services, facilities and support. Based on the survey results, the relative importance and satisfaction of various Town services, community facilities and infrastructure were determined, relative to each other.

Services and facilities with a higher than average importance to the community are reflected in the top half of the chart below. Services and facilities the community is most satisfied with are reflected in the right half of the charts below.

Note, some services are not services within the Town’s responsibility, however as they are important to our community, the Town may play a vital advocacy role.



COMMUNITY ENGAGEMENT

Aspirations and Values

Our community identified the following aspirations and values.

The Town of Cottesloe has a lot to offer, beautiful coastal environment, a friendly community with a relaxed lifestyle and precious heritage, both in built and natural form. Protecting and retaining the natural environs for future generations is priority for the community and Council. There is great opportunity to maintain and enhance our attractive and welcoming Town with collaboration and recognition of the special appeal of Cottesloe to the wider community, and the world.

To ensure there is adequate consideration of the social and environmental impacts of future development, continued planning is required to achieve balanced growth for the community, whilst protecting and enhancing the natural environment and community lifestyle.

Opportunities exist to improve the built environment to support our community and large visitor population, including the foreshore redevelopment, village precinct planning and the identified need for improved amenities (including ablutions).

A wide range of community events, activities and opportunities for engagement and involvement are desired.

The feedback received during this engagement process, generally continues to align with the engagement responses received during previous iterations of the Strategic Community Plan, although there are a few significant shifts.

Through this document quotes from the community feedback are included in the blue speech bubbles, as below.

"I love... The beautiful beaches, leafy streets, heritage buildings, low rise beach dwellings, local cafes, excellent library"

"my greatest desire... create an urban environment deserving of the beautiful natural landscape. To help build sustainability and allow more people to enjoy the wonderful area"

"my greatest desire... not to change too much in terms of large developments but to enhance landscaping, parks, playgrounds and increase good food and entertainment options"

"my greatest desire... to maintain the village and community vibe of our town which welcomes all to use it's outstanding facilities for leisure, sport and social interaction"

STRATEGIC PLANNING

All Western Australian local governments are required by current legislation to prepare a Plan for the Future for their district, under Section 5.56 of the *Local Government Act 1995*. The Plan for the Future is defined in the *Local Government (Admin) Regulations 1996 (19BA)* as the combination of a Strategic Community Plan and a Corporate Business Plan.

With the Local Government Act reform process currently underway and the *Local Government Amendment Bill 2023* being passed in May 2023, consideration was given during the development of this plan to the pending change to Section 5.56 of the *Local Government Act 1995*.

When the amendments to the *Local Government Act 1995* come into effect, Section 5.56(2) will define a council plan as a plan for (a) the future services and facilities for the district that are to be provided by the local government; and (b) any prescribed matters. At this time, regulation amendments are being drafted regarding the Council Plan and will provide further detail for the requirements of the Council Plan when released.

Currently the *Local Government (Admin) Regulations 1996 (19C)* detail what should be included in a Strategic Community Plan (SCP) and the *Local Government (Admin) Regulations 1996 (19DA)* detail what should be included in a Corporate Business Plan (CBP).

The Town of Cottesloe’s Council Plan 2023 - 2033 is an integrated approach for meeting the requirements for strategic community planning and corporate business planning, reflecting strategic alignment and integration.

The Council Plan provides the overall strategic direction for the community, Council and others who deliver services and play a part in the community. The plan is intended to be used as a guiding document, not only with respect to the Town’s responsibilities, but with respect to the broader community’s responsibilities and those of other agencies, residents and stakeholders.



STRATEGIC PLANNING

Strategic Community Planning

Strategic community planning is underpinned by community engagement to provide the community's vision and aspirations.

An essential element of the development process is to enable community members and stakeholders to participate in shaping Cottesloe's future, identifying issues and solutions.

The Town of Cottesloe intends to use the Council Plan in several ways, including:

- Guide Council's priority setting and decision making;
- Be a mechanism for the ongoing integration of local planning initiatives;
- Inform the decision making of other agencies and organisations, including community and State Government;
- Provide a rationale to pursue grants and other resources by demonstrating how specific projects align with the aspirations of our community, within the strategic direction of the Town;
- Inform potential investors and developers of our community's key priorities, and the way we intend to grow and develop;
- Engage local businesses, community groups and residents in various ways to contribute to the Town's future; and
- Provide a framework for monitoring progress against our vision.

Importantly, plans are only effective if adequate resources are dedicated to ensuring objectives can be delivered. The informing plans detailed on the following page provide this more detailed level of service and resource planning.

As one of the State's premier attractions, Cottesloe Beach is of significant importance to not only our local residents but the wider community. The Town recognises the need to work collaboratively with other levels of government, neighbouring local governments and stakeholders to preserve, maintain and enhance this precious place.



STRATEGIC PLANNING

Corporate Business Planning

Achieving the community's vision and the Town's strategic objectives requires development of actions to address each key strategy.

A core component of corporate business planning includes service delivery activities, aligned to the strategic direction identified during the strategic community planning. These activities are listed under the headings "Delivering our Services" for each key objective on the following pages.

These activities vary over the:

- short term | 1-4 years
- medium term | 5 - 8 years
- long term | 8+ years
- ongoing

and will be reviewed and developed annually, aimed towards ensuring alignment of the annual budget process and high level strategic direction of the Town.

The strategic activities may refer to other adopted plans and strategies of Council and will be implemented in accordance with further detailed planning, and will be subject to the annual budget process and resource availability.

As a Town, we will undertake a variety of roles in progressing these strategies, including:

- Deliver / Facilitate
- Advocate / Lobby
- Partner / Collaborate

The high level objectives, strategies and actions developed are included on the following pages.

Informing Strategies

The Town has undertaken asset management planning for the major asset classes. The asset management plan forms a component of an overall Asset Management Strategy which addresses the Town's current processes and sets out the steps required to continuously improve the management of Town controlled assets. Capital renewal requirements are contained within the asset management planning and have been planned to the extent the financial and workforce resources are available to enable the renewals to occur.

The Town adopted the Long Term Financial Plan 2023-24 to 2032-33 in February 2023, seeking to maintain, and where possible, improve service levels into the future while maintaining a healthy financial position.

Regular review and updates of the long term financial plan are planned, where detailed results of capital works program updates will be prepared for future reporting and planning.

Workforce planning provides the workforce management and resource strategies necessary to deliver the objectives, outcomes and strategies of the Town's Council Plan.



COUNCIL PLAN STRUCTURE

Our Vision

Our Vision reflects the community feedback received during consultation in 2023.

Our vision, along with our Town’s mission are included on the following page.

Key Objectives

The community feedback received informed the development of key strategic objectives for the Town. These are summarised on the following page.

Responding Strategies

Strategies to progress these key objectives have been developed and the Town will use these to guide decision making and planning into the future.

These Strategies are detailed on the followings pages under the heading “Our Strategies” for each key objective.

Service Delivery

The corporate business planning activities included in this Council Plan have been developed to progress our key objectives and vision.

These activities are included on the following pages under the heading “Delivering our Strategies”.



OUR VISION

A vibrant coastal community with a relaxed lifestyle

OUR MISSION

To preserve and improve Cottesloe's natural and built environment and beach lifestyle by using sustainable strategies in consultation with the community

KEY OBJECTIVES

Our key focus areas for the next ten years, guiding our decisions and planning, are:



Our Community

Connected, engaged and accessible



Our Town

Healthy natural environs and infrastructure meeting the needs of our community



Our Prosperity

A vibrant and sustainable place to live, visit and enjoy



Our Leadership and Governance

Strategic leadership providing open and accountable governance



OUR COMMUNITY

Connected, engaged and accessible

Community Feedback

Our community values its relaxed, outdoor lifestyle and the natural environment.

Looking forward, our community wants Cottesloe to be a welcoming place for locals and visitors of all backgrounds, ages and abilities.

Community events and initiatives are welcomed to enhance our vibrant coastal community, with the style and scale of events to suit Cottesloe's character.

"I love.... the parks, beach, open space, and friendly neighbourhood"

"I love....the coastal lifestyle with amenities for leisure and social interaction in an environment which feels like a village"

"My greatest wish... Cottesloe keeps evolving, prioritises creative community connection and events"

Our Strategies

Our high level strategies to progress these objectives:

- 1 Supporting an active, healthy and inclusive community culture, our residents enjoy access to a range of social, cultural and recreation activities
- 2 Providing accessible and inclusive community spaces and facilities

Delivering our Strategies

Activities to achieve these strategies include:

- Encourage health and wellbeing through recreation initiatives
- Implement the Disability Access and Inclusion Plan
- Review and update the Town's Public Open Space and Playground Strategy
- Identify and support opportunities for community participation
- Review and implement the Town's Events Policy
- Implement the Reconciliation Action Plan (RAP)
- Develop a Public Health Plan
- Develop a Community Youth Inclusion Strategy
- Develop a Community Development Strategy



OUR TOWN

Healthy natural environs and infrastructure meeting the needs of our community

Community Feedback

Sustainability is important to our community. Our urban canopy, natural areas and recreation facilities are a priority for community wellbeing. Our community wants to see Cottesloe's heritage celebrated and balanced with appropriate planning and development.

Looking forward, our community want to see Cottesloe and Swanbourne Villages as thriving accessible community hubs. Our public amenities (including public ablutions) are a priority for our community, to enhance accessibility for everyone. Our Town should be easy for everyone to get around.

Our Strategies

Our high level strategies to progress these objectives:

- 1 Town infrastructure is well planned, effectively managed and supports our community, whilst protecting and promoting our unique heritage and character
- 2 Engage with external stakeholders to create connectivity throughout the Town
- 3 Future population growth is planned to enhance community connectivity, economic prosperity as well as the built and natural environment
- 4 Work collaboratively to protect, enhance and increase our natural assets and green canopy

"My greatest wish... to evolve in a sympathetic manner and maintain a village like atmosphere"

Town of Cottesloe Council Plan 2023 - 2033
Page | 13

"My greatest desire... revitalise the Cottesloe village centre and ensure the road and rail corridors are proactively managed with government agencies to enhance connections between the river and ocean to the village"

Delivering our Strategies

Activities to achieve these strategies include:

- Review and finalise our local Planning Strategy and Scheme
- Review, update and implement asset management planning
- Adopt and implement the Cottesloe Village Precinct Structure Plan
- Progress the Foreshore Masterplan, including Carpark 2 revising
- Review and implement Coastal Hazard Risk Management and Adaptation Plan (CHRMAP)
- Implement Green Infrastructure Plan
- Develop Recreation Precinct Strategy
- Develop Foreshore and Beach Strategy
- Review and update the Integrated Transport Strategy
- Lobby and advocate for increased east – west connectivity
- Implement the Cities Power Partnership Commitments
- Implement the Beach Access Plan
- Review and update the Cottesloe Long Term Cycle Network Strategy
- Implement Natural Asset Management Plan
- Maintain and update the Cottesloe Local Heritage List
- Advocate for strategic transport infrastructure development, maintenance and improvement



OUR PROSPERITY

A vibrant and sustainable place to live, visit and enjoy

Community Feedback

Our community highly values Cottesloe's relaxed coastal character. It is important to our community that this be retained and that Cottesloe is a place where locals and visitors are welcomed and enjoy the experience.

Thriving connected village hubs are important to our community.

There is clear acknowledgement of Cottesloe as a world-renowned tourism destination - the Cottesloe foreshore and coast need to meet the expectations of locals, as well as visitors from around Australia and internationally.

"I love... the wonderful Village connection between people from all walks of life"

"We need to make Cottesloe more vibrant for both residents and visitors"

"My greatest desire... maintain the iconic beach status and character of Cottesloe, keep accessible for all as the premier beachside town in Australia"

Our Strategies

Our high level strategies to progress these objectives:

- 1 Activating Cottesloe and Swanbourne town centres and increasing their appeal, attracting more local business and visitors
- 2 Partner with other stakeholders to create beautiful and diverse locations that celebrate our natural cultural and built heritage
- 3 Partner with other stakeholders to promote Cottesloe more widely, attracting visitors seeking a quality coastal experience

Delivering our Strategies

Activities to achieve these strategies include:

- Finalise and implement the Cottesloe Village Precinct Structure Plan
- Review and finalise our Local Planning Strategy and Scheme
- Explore partnership opportunities for the delivery of services to our community and visitors
- Develop a Public Space Activation Strategy
- Advocate for development and maintenance of community infrastructure, supporting our local community and the large number of visitors
- Develop strategies and policies to assist local businesses become more sustainable
- Continue collaboration with neighbouring local governments to optimise the Town's sustainability



OUR LEADERSHIP AND GOVERNANCE

Strategic leadership providing open and accountable governance

Community Feedback

Community engagement and timely communication is a high priority for our community.

Our community values transparent, strategic leadership and forward planning.

Our community deserves and requires legislative compliance and financial responsibility.

Our Strategies

Our high level strategies to progress these objectives:

- 1 Engage, inform and actively involve our community in Council decision making
- 2 Work innovatively and collaboratively with government, industry, business and community to deliver positive outcomes
- 3 Deliver open, accountable and transparent governance

"our beaches are major tourist attractions and should have federal and state backing for protecting and developing them into the future"

"my greatest wish...preserve key attributes that make Cottesloe such a special suburb to live in, for the Council to be able to manage change gradually and sensibly to maintain the benefits of living in Cottesloe"

Delivering our Strategies

Activities to achieve these strategies include:

- Review and implement Council's communication plan / strategy
- Advocate and lobby on behalf of our community
- Provide strategic leadership, deliver financially responsible governance and maintain legislative compliance
- Provide regular public communications, updating our community of Council activities
- Engage with community on satisfaction with the level of service delivery
- Use existing and develop new partnerships to improve services and efficiencies for the Town such as WESROC and the Joint Library arrangement
- Review and maintain the implementation of business continuity planning
- Maintain emergency management partnership and planning
- Provide a healthy and safe workplace for our Town employees and council members
- Regular review of local laws
- Implement livestreaming of Council Meetings

OUR DELIVERY

The following planned timing and role of the Town for the activities listed under “delivering our services’ is indicated alongside.

These will be reviewed and developed annually, aimed towards ensuring alignment of the annual budget process and high level strategic direction of the Town.

Planned Delivery Indicators:
S - Short Term | 1-4 years
M - Medium Term | 5-8 years
L - Long Term | 8+ years
O - Ongoing

The Town’s role:
D - Deliver / Facilitate
A - Advocate / Lobby
P - Partner / Collaborate

Activities	Term	Role
Encourage health and wellbeing through recreation initiatives	S	P
Implement the Disability Access and Inclusion Plan	S	D
Review and update the Town’s Public Open Space and Playground Strategy	S	D
Identify and support opportunities for community participation	S	P
Review and implement the Town’s Events Policy	S	D
Implement the Reconciliation Action Plan	S	D
Develop a Public Health Plan	S	D
Develop a Community Youth Inclusion Strategy	S	D
Develop a Community Development Strategy	S	D
Review and implement the Town Planning Scheme	S	D
Review, update and implement asset management planning	S	D
Adopt and implement the Cottesloe Village Precinct Structure Plan	S	D
Progress the Foreshore Masterplan, including Carpark 2 revisioning	S	P
Review and implement Coastal Hazard Risk Management and Adaptation Plan	S	D
Implement Green Infrastructure Plan	S	D
Develop Recreation Precinct Strategy	S	D
Develop Foreshore and Beach Strategy	S	D
Review and update the Integrated Transport Strategy	S	D
Lobby and advocate for increased east-west connectivity	S	A
Implement the Cities Power Partnership Commitments	S	D
Implement the Beach Access Plan	S	D
Review and update the Cottesloe Long Term Cycle Network Strategy	S	D

OUR DELIVERY

Activities	Term	Role
Implement Natural Asset Management Plan	S	D
Maintain and update the Cottesloe Local Heritage List	S	P
Implement the adopted Cottesloe Village Precinct Structure Plan	S	P
Local Planning Strategy and Scheme	S	D
Explore partnership opportunities for the delivery of services to our community and visitors	S	P
Develop a Public Space Activation Strategy	S	P
Advocate for development and maintenance of community infrastructure, supporting our local community and the large number of visitors	O	A
Develop strategies and policies to assist local business become more sustainable	M	D
Continue collaboration with neighbouring local governments, supporting tourism development	O	P
Review and implement Council's long term strategic planning	M	D
Review and implement Council's communication plan / strategy	S	D
Advocate and lobby on behalf of our community	S	A
Provide strategic leadership, deliver financially responsible governance and maintain legislative compliance	O	D
Provide regular public communications, updating our community of Council activities	O	D
Engage with community on satisfaction with the level of service delivery	O	P
Use existing and develop new partnerships to improve services and efficiencies for the Town including but not limited to WESROC, Joint Library Agreement	O	P
Review and maintain the implementation of business continuity planning	S	D
Maintain emergency management partnership and planning	O	P
Provide a healthy and safe workplace for our Town employees and council members	O	D
Advocate for strategic transport infrastructure development, maintenance and improvement	O	A
Regular review of local laws	D	O
Implement livestreaming of Council Meetings	D	S

RESOURCING THE PLAN

This Plan was developed with an understanding of the Town's current resource capacity, including financial, workforce and asset resources.

This plan contains a number of activities that will require additional capital expenditure and ongoing operational expenditure. Implementation of these activities will be reliant on external funding contributions. If external funding is not secured these activities may need to be deferred until adequate funding is available.

Future resource capacity is not currently known and is partially dependent on other levels of government. The expected future resource capacity and trend was considered in the development of this Council Plan.

Capital projects will be assessed during the annual budget process to ensure delivery is achievable and any long term financial impacts are considered.

Long Term Financial Planning

This Council Plan has been informed by the Long Term Financial Plan (LTFP) 2023/24 - 2032/33, adopted by Council on 28 February 2023.

The LTFP provides an indication of the resources available to deliver services to the community and considers current and anticipated future service provision, asset management and workforce capacity and requirements.

A proposed capital works program is also detailed within the LTFP, to be reviewed and agreed each year during the annual budget cycle.

Measuring our Progress

The following indicators have been identified in line with our strategic objectives. The Town will monitor and report our progress using these measures:

- Community satisfaction with Council services, infrastructure, facilities and public open spaces
- Development status and implementation of Council's Plans and Strategies
- Level of legislative compliance

Our progress will be reported in the Annual Report each year.

STRATEGIC RISK MANAGEMENT

The Town provides a diverse range of services and facilities to the general public and seeks to manage risks to achieve its strategic outcomes.

The Town engages experienced and qualified personnel in areas of high risk and provides them with appropriate ongoing training and equipment to ensure they are able to undertake their roles and manage risks to the community and Town.

It is important to consider the external and internal context in which the Town of Cottesloe operates as it seeks to achieve its strategic objectives. The following factors have been recognised in connection to managing risks in delivering the strategic outcomes of this Council Plan.

Internal Factors

- The objectives and strategies contained in the Council's current Strategic Community Plan
- The timing and actions contained in the Council's Corporate Business Plan
- Organisational size, structure, activities and location
- Human resourcing levels and staff retention
- The financial capacity of the Town
- Allocation of resources to achieve strategic outcomes
- Maintenance of corporate records

External Factors

- Increasing community expectations in relation to service levels and service delivery
- Rapid changes in information technology changing the service delivery environment
- Increased compliance requirements due to government policy and legislation
- Cost shifting by federal and state governments
- Reducing external funding for infrastructure and operations
- Climate change and subsequent response
- Significant seasonal visitor and population increase and subsequent pressure on Council services
- Global economic uncertainty

REFERENCES AND ACKNOWLEDGEMENTS

Acknowledgement and our appreciation are expressed to the ratepayers and residents of the Town of Cottesloe, for their time and effort in being a part of the community engagement process and for their invaluable input into the development of the Council Plan.

The Town of Cottesloe Council Plan 2023-2033 has been developed by engaging the community and other stakeholders. Council members, management and staff also provided input to the development of the Plan. Much of the information contained in this Plan has been derived from documents in the public domain and liaison with key stakeholders and the community.

Reference to the following documents or sources were made during the preparation of the Council Plan:

- Town of Cottesloe Strategic Community Plan 2013 - 2023;
- Town of Cottesloe Corporate Business Plan 2020 – 2024;
- Council website: www.cottesloe.wa.gov.au;
- Australian Bureau of Statistics Cottesloe (T) (LGA52170), 2021 Census of Population and Housing General Community Profile, 13 February 2023;
- Town of Cottesloe Annual Financial Report 2021-22;
- Town of Cottesloe Adopted Annual Budget 2022-23;
- Town of Cottesloe Community Perception Report 2023;
- Town of Cottesloe Long Term Financial Plan 2022/2023 - 2032/2033;
- Local Government Act 1995, Section 5.56(1);
- Local Government Act Amendment Bill 2023;
- Local Government (Administration) Regulations 1996, Paragraph 19BA; and
- Department of Local Government, Sport and Cultural Industries, Integrated Planning and Reporting: Framework and Guidelines, September 2016.

Document Management

Council Plan 2023 - 2033

Major review of Strategic Community Plan 2013-2023 and Corporate Business Plan 2020-2024

Version: 2023-2033

Status: Adopted

Date of Adoption: 12 December 2023

Prepared with the assistance of:

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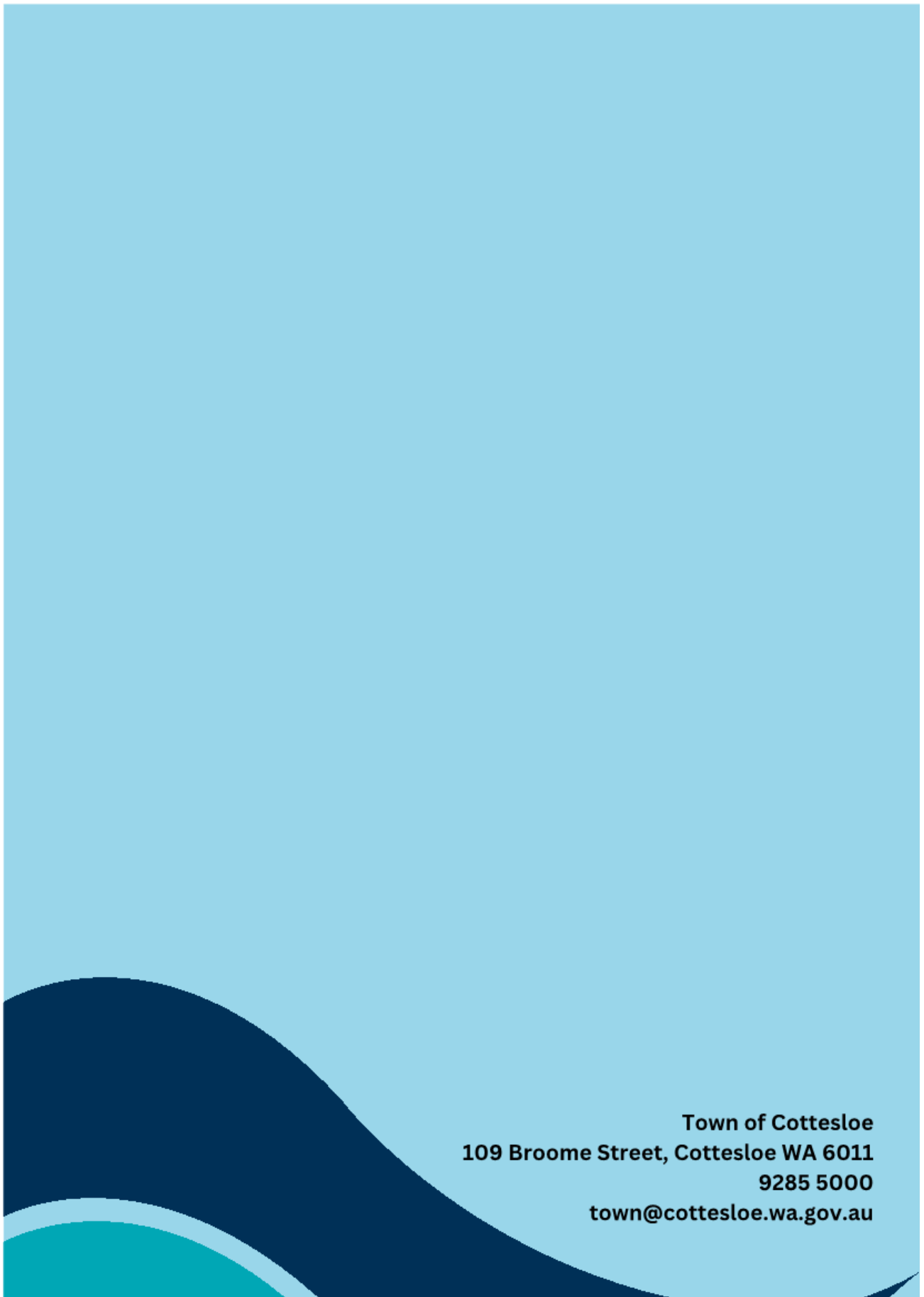
E: localgov-wa@moore-australia.com.au

Disclaimer

This Plan has been prepared for the exclusive use by the Town of Cottesloe.

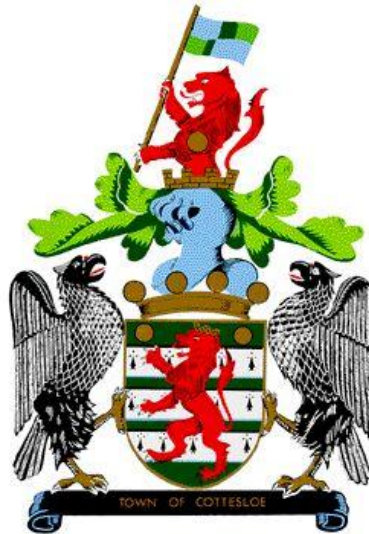
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TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.5B:
SUMMARY COUNCIL PLAN - PRESENTATION FILE**

MINOR REVIEW | JUNE 2026

Council Plan 2023 - 2033



Town of Cottesloe

OUR VISION A vibrant coastal community with a relaxed lifestyle

OUR MISSION To present and improve Cottesloe’s natural and built environment and beach lifestyle by using sustainable strategies in consultation with the community

OBJECTIVES

OUTCOMES

OUR COMMUNITY

Connected, engaged and accessible

1. Supporting an active, healthy and inclusive community culture, our residents enjoy access to a range of social, cultural and recreation activities.
2. Providing accessible and inclusive community spaces and facilities.

- Encourage Health & Wellbeing through recreation Initiatives
- Implement the DAIP
- Review and Update the Town's Open Space and Playground Strategy
- Identify and support opportunities for community participation
- Review and Implement the Town's Event's Policy
- Implement the RAP
- Develop a Public Health Plan
- Develop a Youth Inclusion Strategy
- Develop a Community Development Strategy

OUR TOWN

Healthy natural environments and infrastructure meeting the needs of our town

1. Town infrastructure is well planned, effectively managed and supports our community, whilst protecting and promoting our unique heritage and character.
2. Engage with external stakeholders to create connectivity throughout the Town.
3. Future population growth is planned to enhance community connectivity, economic prosperity as well as the built and natural environment.
4. Work collaboratively to protect, enhance and increase our natural assets and green canopy.

- Review and implement the Town Planning Strategy
- Review, update and implement the Town's Asset management planning
- Adopt and implement the Cottesloe Village Structure Plan
- Progress the Foreshore Masterplan, including Carpark 2 re-visioning
- Review and implement Coastal Hazard Risk Management and Adaptation Plan (CHRMAP)
- Implement Green Infrastructure Strategy
- Develop Recreation Precinct Strategy
- Review and update the Integrated Transport Strategy
- Lobby and advocate for increased east-west connectivity
- Implement the Cities Power Partnership
- Implement the Beach Access Plan
- Review and update the Cottesloe Long Term Cycle Network Strategy
- Implement the Natural Asset Management Plan
- Maintain and update the Cottesloe Local Heritage List
- Advocate for strategic transport infrastructure development, maintenance and improvement

OUR PROSPERITY

A vibrant and sustainable place to live and enjoy

1. Activating Cottesloe and Swanbourne town centres and increasing their appeal, attracting more local business and visitors.
2. Partner with other stakeholders to create beautiful and diverse locations that celebrate our natural cultural and built heritage.
3. Partner with other stakeholders to promote Cottesloe more widely, attracting visitors seeking a quality coastal experience

- Finalise and implement the Cottesloe Village Precinct Structure Plan
- Review and finalise our Local Planning Strategy and Scheme
- Explore partnership opportunities for the delivery of services to our community and visitors
- Develop a Public Space Activation Strategy
- Advocate for development and maintenance of community infrastructure, supporting our local community and the large number of visitors
- Develop strategies and policies to assist local businesses become more sustainable
- Continue collaboration with neighbouring local governments to optimise the Town's sustainability

OUR LEADERSHIP & GOVERNANCE

Strategic leadership providing open and accountable governance

1. Engage, inform and actively involve our community in Council decision making.
2. Work innovatively and collaboratively with government, industry, business and community to deliver positive outcomes.
3. Deliver open, accountable and transparent governance

- Review and Implement Council's Communications Plan/Strategy
- Advocate and lobby on behalf of our community
- Provide strategic leadership, deliver financially responsible governance and maintain legislative compliance
- Provide regular public communications, updating our community of Council activities
- Engage with community on satisfaction with the level of service delivery
- Use existing and develop new partnerships to improve services and efficiencies for the Town such as WESROC and the Joint Library arrangement
- Review and maintain the implementation of business continuity planning
- Maintain emergency management partnership and planning
- Provide a healthy and safe workplace for our Town employees and council members
- Regular review of local laws
- Implement livestreaming of Council Meetings





COTTESLOE 2026



Town of Cottesloe

HOW TO READ THIS REPORT

Guide to Status Definitions

SYMBOL	STATUS	MEANING / EXPLANATION	TYPICAL ACTIVITIES / NOTES	COUNT
	Planned	The initiative has been identified, scoped, and endorsed as part of the Council Plan; however, implementation has not yet commenced .	May include activities such as strategic planning, stakeholder consultation, budgeting, or design work.	10
	In Progress	The initiative is actively underway , with resources allocated and work being implemented in line with the approved plan.	Progress may vary across stages (e.g. early delivery, mid-phase, or nearing completion). Regular reporting typically applies.	15
	Ongoing	The initiative forms part of Business as Usual (BAU) operations and is delivered continuously without a defined end date.	Often relates to essential services, maintenance, or programs that require sustained delivery over time.	12
	Completed	The initiative has been fully delivered , and all intended outcomes and outputs have been achieved in accordance with the original plan.	Where relevant, the initiative has been embedded into standard operations, policy, or ongoing service delivery.	5
TOTAL ITEMS				42

STATUS OF COUNCIL PLAN INITIATIVES BY OBJECTIVE

Minor Review – June 2026



OUR COMMUNITY		No.	OUR TOWN		No.
✓	• Disability Access & Inclusion Plan (DAIP)	1	✓	• Local Planning Strategy • Integrated Transport Strategy • Cycle Network Strategy	3
🔄	• Events Policy Review & Implementation • Reconciliation Action Plan (RAP) • Public Health Plan	3	🔄	• Village Precinct Structure Plan • Coastal Hazard Risk Management Plan • Recreation Precinct Strategy • East-West Connectivity Advocacy	8
∞	• Health & Wellbeing Programs • Community Participation Initiatives	2	∞	• Asset Management Plan • Green Infrastructure Plan	2
📅	• Youth Inclusion Strategy • Community Development Strategy • Open Space & Playground Strategy	3	📅	• Foreshore Masterplan • Heritage List Review	2
OUR PROSPERITY		No.	LEADERSHIP & GOVERNANCE		No.
✓	• None - yet	0	✓	• Livestreaming of Council Meetings	1
🔄	• Partnership Opportunities (community & tourism)	1	🔄	• Partnerships (e.g. WESROC) • Business Continuity Planning • Local Laws Review	3
∞	• Infrastructure Advocacy & Grants • Sustainability & Climate Strategy • Regional Sustainability Collaboration	3	∞	• Advocacy & Lobbying • Governance & Financial Management • Public Communications	5
📅	• Village Precinct Plan Finalisation • Local Planning Scheme • Public Space Activation Strategy	3	📅	• Communications Strategy • Community satisfaction review	2

SYMBOL	STATUS	MEANING / EXPLANATION	NUMBER
✓	Completed	Initiative has been fully delivered and outcomes achieved.	5
🔄	In Progress	Initiative is actively being delivered in line with the approved plan	15
∞	Ongoing	Initiative is part of business-as-usual operations with no defined end date	12
📅	Planned	Initiative is approved but has not yet commenced	10

Our Town has the highest number of initiatives **in progress**, while *Our Leadership & Governance* is primarily **ongoing** (business-as-usual)

OUR COMMUNITY

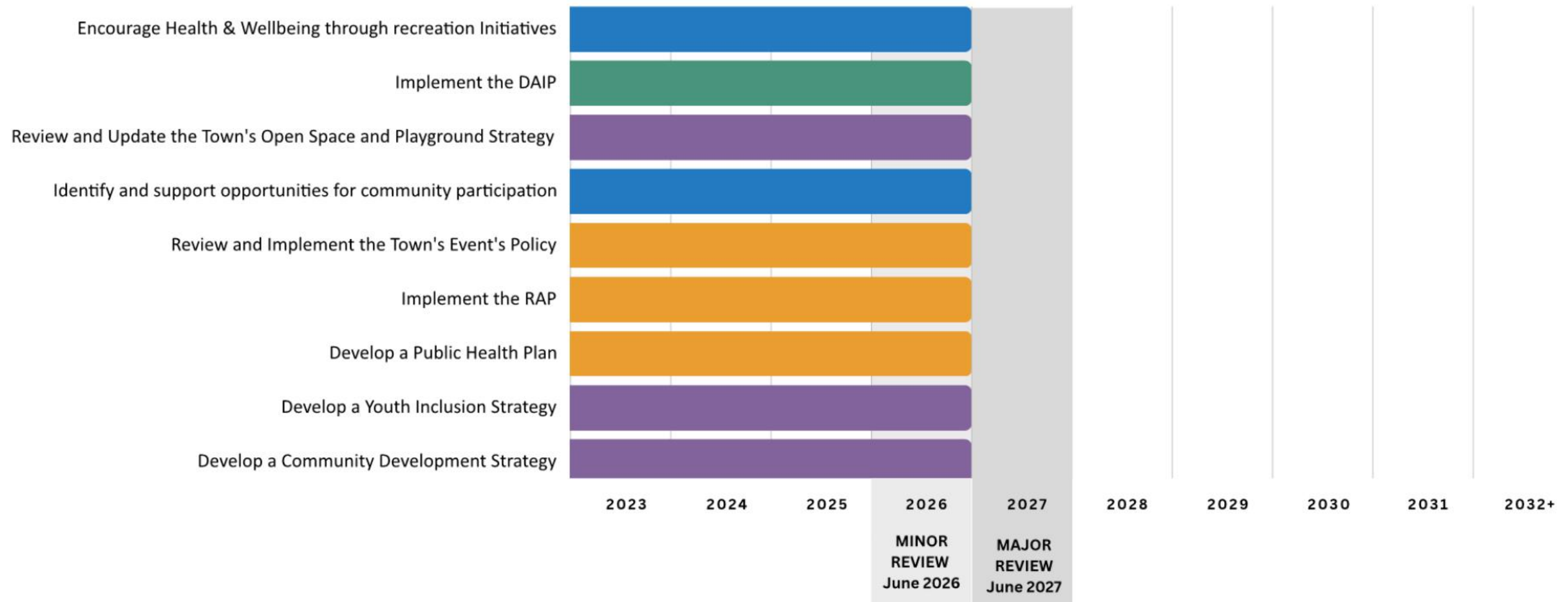
PROGRESS OVERVIEW

Minor Review – June 2026



Town of Cottesloe

● Completed ● Planned ● Ongoing ● In Progress



OUR COMMUNITY

OUTCOMES SUMMARY

Minor Review – June 2026



Town of Cottesloe

OUTCOME	DELIVERY STATUS	LEAD	TIME FRAME	COMMENTS
Encourage Health & Wellbeing	Ongoing	DCCS	Short Term	Ongoing initiatives promoting health and wellbeing through recreation, including collaboration with local sporting groups and organisations to support participation across all demographics, including seniors and youth.
Implement the DAIP	Completed	DCCS	Short Term	DAIP implemented and embedded in reporting, with ongoing focus on accessible and inclusive events (e.g. ANZAC Day, Carols) in partnership with schools and community organisations.
Review Open Space and Playground Strategy	Planned	DES	Short Term	Planned review to guide future open space planning, upgrades and investment.
Identify and support community participation	Ongoing	DCCS	Short Term	Ongoing initiatives and events support inclusive participation, including International Day of People with Disability, alongside partnerships with community groups to strengthen engagement outcomes.
Review and Implement Events Policy	In Progress	DCCS	Short Term	Events Policy review in progress alongside improvements to compliance and approvals, with continued delivery of Town events and a focus on strengthening governance and consistency.
Implement the RAP	In Progress	DCCS	Short Term	RAP actions underway, including progression to Innovate phase and delivery of NAIDOC and Reconciliation Week events in partnership with local Aboriginal organisations.
Develop Public Health Plan	In Progress	DDRS	Short Term	Development is progressing, with a draft plan in final preparation. The plan will be presented to Council for endorsement and community consultation. It will establish a strategic framework for key health priorities, with adoption anticipated in the second half of 2026.
Develop Youth Inclusion Strategy	Planned	DCCS	Short Term	Youth engagement continuing (e.g. Youth Week), with strategy development to follow.
Develop Community Development Strategy	Planned	DCCS	Short Term	Strategy development planned to guide future community outcomes in alignment with Council Plan priorities.

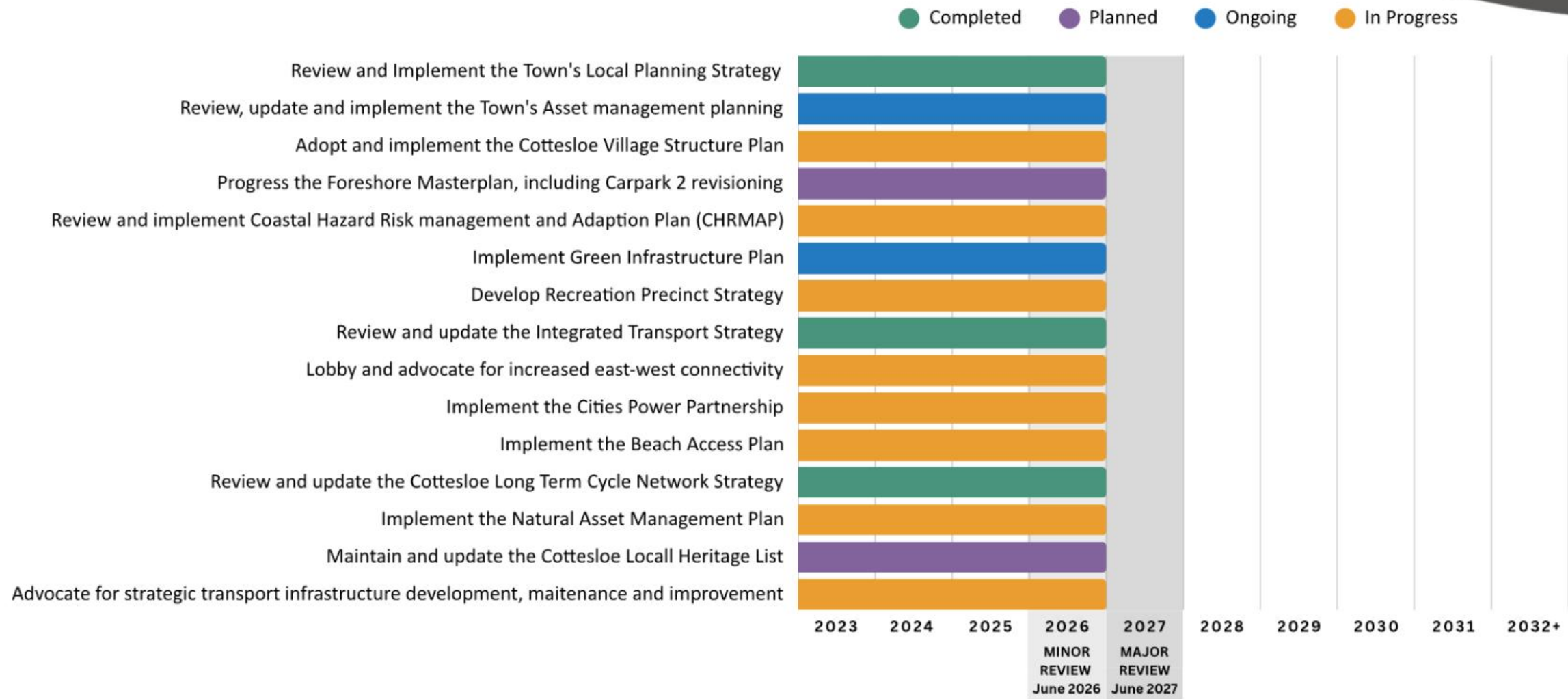
OUR TOWN

PROGRESS OVERVIEW

Minor Review – June 2026



Town of Cottesloe



OUR TOWN

OUTCOMES SUMMARY

Minor Review – June 2026



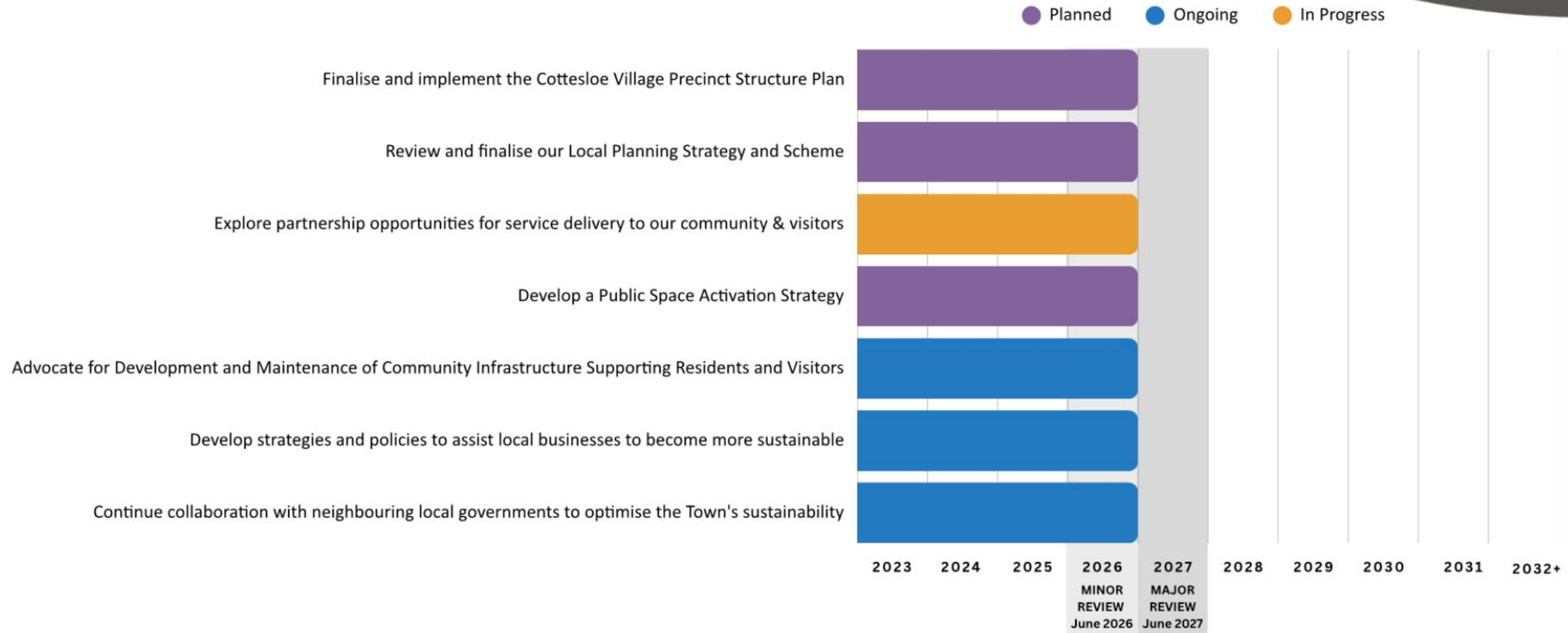
Town of Cottesloe

OUTCOME	DELIVERY STATUS	LEAD	TIME FRAME	COMMENTS
Review & Implement Local Planning Strategy	✓ Completed	DDRS	Short Term	Endorsed by WAPC (Dec 2025) with modifications; Council noted modifications in Feb 2026, completing the strategy.
Review, Update & Implement Asset Management Plan	∞ Ongoing	DES	Short Term	Asset revaluation completed; informing strategies updated and to be applied in plan review.
Adopt & Implement Village Structure Plan	🔄 In Progress	DDRS	Short Term	Adopted for advertising (Dec 2024); now superseded by State Improvement Plan, with ongoing liaison and pending Ministerial consideration.
Progress Foreshore Masterplan & Carpark 2 Re-visioning	📅 Planned	DES	Short Term	\$10M secured for Forrest–Napier section; advocacy ongoing for State funding for remaining works.
Review & Implement Coastal Hazard & Adaptation Plan	🔄 In Progress	DES	Short Term	Noted by Council; grant application submitted to develop implementation plan.
Implement Green Infrastructure Plan	∞ Ongoing	DES	Short Term	Street Tree Masterplan adopted; canopy survey complete; tree register and planting strategy in development.
Develop Recreation Precinct Strategy	🔄 In Progress	DES	Short Term	Key upgrades completed (Anderson Pavilion, Harvey Field, ACROD Bay); golf course safety works and clubhouse progressing.
Review & Update Integrated Transport Strategy	✓ Completed	DES	Short Term	Completed and noted by Council.
Advocate for Improved East–West Connectivity	🔄 In Progress	DES	Short Term	Ongoing; progressing as part of regional transport strategy with neighbouring local governments.
Implement Cities Power Partnership	🔄 In Progress	DES	Short Term	Ongoing implementation.
Implement Beach Access Plan	🔄 In Progress	DES	Short Term	Completed and noted by Council.
Review & Update Cycle Network Strategy	✓ Completed	DES	Short Term	Completed and noted by Council.
Implement Natural Asset Management Plan	🔄 In Progress	DES	Short Term	Implementation underway.
Maintain & Update Local Heritage List	📅 Planned	DDRS	Short Term	Review scheduled for 2026/27 financial year.
Advocate for Strategic Transport Infrastructure	🔄 In Progress	DES	Ongoing	Ongoing advocacy with State Government and sub-regional collaboration.

OUR PROSPERITY

PROGRESS OVERVIEW

Minor Review – June 2026










OUR PROSPERITY

OUTCOMES SUMMARY

Minor Review – June 2026



Town of Cottesloe

OUTCOME	DELIVERY STATUS	LEAD	TIME FRAME	COMMENTS
Finalise & Implement Cottesloe Village Precinct Structure Plan	 Planned	DDRS	Short Term	Finalisation of the Precinct Structure Plan is progressing, with implementation to follow subject to approvals and alignment with State planning processes.
Review & Finalise Local Planning Strategy & Scheme	 Planned	DDRS	Short Term	Review of key planning documents is underway to ensure alignment with current strategic priorities and statutory requirements.
Explore Service Delivery Partnerships for Community & Visitors	 In Progress	DCCS	Short Term	Partnership opportunities are being explored to enhance service delivery outcomes for both residents and visitors.
Develop Public Space Activation Strategy	 Planned	DCCS	Short Term	Strategy is being developed to guide activation, programming and improved use of public spaces across the Town.
Advocate for Community Infrastructure Development & Maintenance	 Ongoing	DES	Short Term	Ongoing advocacy to State Government and stakeholders to support the development and maintenance of community infrastructure for residents and visitors.
Develop Strategies and Policies for Local Businesses Sustainability	 Ongoing	DES	Medium Term	Development of strategies and policies is underway to support local businesses in improving sustainability practices.
Continue Sustainability Collaboration with Neighbouring Local Governments	 Ongoing	DES	Ongoing	Ongoing collaboration with neighbouring local governments to deliver coordinated and effective regional sustainability initiatives.

OUR LEADERSHIP & GOVERNANCE

PROGRESS OVERVIEW

Minor Review – June 2026



Town of Cottesloe



OUR LEADERSHIP & GOVERNANCE

OUTCOMES SUMMARY

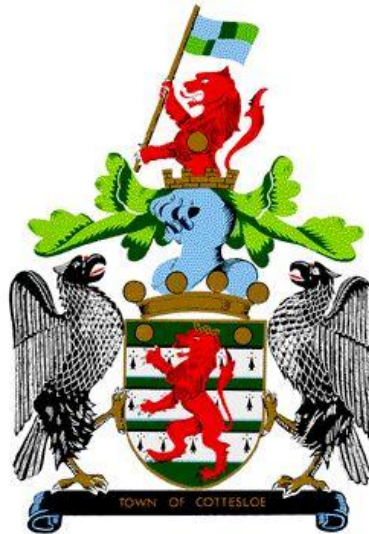
Minor Review – June 2026



Town of Cottesloe

OUTCOME	DELIVERY STATUS	LEAD	TIME FRAME	COMMENTS
Review & Implement Council Communication Plan/Strategy	Planned	DCCS	Short Term	A Communications Strategy is planned for development in 2026–27 to align with the Council Plan and strengthen consistency, engagement and organisational messaging.
Advocate & Lobby on Behalf of the Community	Ongoing	CEO	Short Term	Ongoing advocacy with State and regional partners to represent the Town's priorities and support improved infrastructure, services and community outcomes.
Provide Strategic Leadership, Governance & Compliance	Ongoing	CEO	Ongoing	Ongoing delivery of strong leadership and governance, ensuring sound financial management, legislative compliance and accountable decision-making.
Provide Regular Public Communications to Update the Community of Council Activities	Ongoing	DCCS	Ongoing	Ongoing communications provide timely and transparent updates across multiple channels, keeping the community informed and engaged with Council activities and decisions.
Engage Community on Service Delivery Satisfaction	Planned	DCCS	Ongoing	Review of the Customer Service Charter and Community Satisfaction Survey planned for 2026–27, informing future service delivery and the 2027 Council Plan review.
Strengthen Partnerships to Improve Services & Efficiency	In Progress	CEO	Ongoing	In progress — continuing to strengthen partnerships (including WESROC and joint service arrangements) while identifying new opportunities to improve service delivery and efficiency.
Review & Maintain Business Continuity Planning	In Progress	CEO	Short Term	Business continuity planning is being reviewed and refined to strengthen organisational resilience and ensure continuity of critical services.
Maintain Emergency Management Partnerships & Planning	Ongoing	CEO	Ongoing	Ongoing collaboration with emergency services and stakeholders to support preparedness, response and recovery for community safety.
Provide a Safe & Healthy Workplace for the Town's Employees and Council	Ongoing	CEO	Ongoing	Ongoing commitment to workplace health and safety through proactive initiatives, compliance and continuous improvement.
Regularly Review Local Laws	In Progress	DCCS	Ongoing	Review in progress to ensure local laws remain relevant, compliant and aligned with community expectations.
Implement Livestreaming of Council Meetings	Completed	DCCS	Short Term	Completed — livestreaming implemented to improve transparency, accessibility and community engagement in Council decision-making.

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.6A: INFORMATION PRIVACY PRINCIPLES SUMMARY



Office of the
**Information
Commissioner**
Western Australia

Information Privacy Principles Summary

Plain language guide

The independent regulator fostering trust and accountability
in WA through privacy and freedom of information.

Publication date: 16/02/26
Version Control: #02

Information Privacy Principles Summary

The Information Privacy Principles (IPPs) outline how IPP entities must handle personal information and in some instances, de-identified information. This summary provides an overview of the IPPs and the exceptions to the IPPs. The full IPPs are in Schedule 1 of the [Privacy and Responsible Information Sharing Act 2024 \(WA\) \(PRIS Act\)](#). [The IPPs are reproduced in our Information Privacy Principles PDF.](#)

Key terms

IPP entities

IPP entities are Western Australian government agencies, departments, statutory authorities, Local Governments, Ministers, Parliamentary Secretaries, government trading enterprises, and some contracted service providers to government.

Personal information

Personal information includes name, date of birth, address, contact information, location information, unique identifiers (e.g. drivers licence number or IP address), information that relates to someone's features or behaviour. It can include personal information about a deceased person and inferences made about people. This list is not exhaustive.

Sensitive personal information

Sensitive personal information includes information that relates to an individual's racial or ethnic origin, gender identity, sexual orientation, political opinions, religious beliefs, trade union membership, or criminal record. It also includes health, genetic or genomic and biometric information. This list is not exhaustive.

De-identified information

De-identified information is information that has been changed or had information removed so that an individual can no longer be identified from it.

Disclosure

Disclosure is sharing personal information outside the IPP entity.



Information Privacy Principles

1. Collection

An IPP entity must not collect unnecessary personal information. Any personal information collected must be necessary for the functions or activities of the IPP entity.

An IPP entity must collect personal information fairly and reasonably. This includes considering the amount of information collected, its sensitivity, whether an individual would expect it to be collected and any harm or loss to any individual because of the collection.

An IPP entity must not collect personal information in an unreasonably intrusive way.

An IPP entity must only collect sensitive personal information in certain circumstances, for example when required by law or if an individual consents to the collection.

Before personal information is collected, an IPP entity must document why it is being collected and how it will be used or disclosed.

When an IPP entity collects personal information from an individual, it must tell them the reason for its collection, and its use or disclosure, how the IPP entity can be contacted, amongst other details. This information must be clear, concise and up to date.

2. Use and disclosure

An IPP entity must only use and disclose personal information for the reason it was collected. This is called the primary purpose.

An IPP entity may only use or disclose personal information for another purpose in certain circumstances. This is called the secondary purpose.

The circumstances where an IPP entity may use or disclose personal information for a secondary purpose include if an individual consents, the law allows it, to prevent a serious threat of harm to an individual or the public, or if it is necessary for law enforcement or court proceedings.

An IPP entity must use or disclose personal information fairly and reasonably. This includes considering the amount of information used or disclosed, its sensitivity, whether an individual would expect it to be used or disclosed, and any harm or loss to any individual because of the use or disclosure.

Before personal information is used or disclosed for a secondary purpose, an IPP entity must document that purpose.

3. Information quality

An IPP entity must take reasonable steps to make sure the personal information collected, used or disclosed is correct, complete, and up to date.

4. Information security

An IPP entity must take reasonable steps to protect personal information it holds from misuse, loss, unauthorised access, modification, or disclosure.

An IPP entity must take reasonable steps to destroy, or permanently de-identify personal information when it is no longer needed, unless a law requires the IPP entity to keep it.



5. Openness and transparency

An IPP entity must have a publicly available privacy policy that sets out what personal information it collects and holds, and how and why it handles personal information. The privacy policy must also include whether any personal information is used in automated decision-making.

Importantly, the policy must be up-to-date, clear, concise and expressed in plain language.

6. Access and correction

An individual can request access to personal information that an IPP entity holds about them. An individual can also request an IPP entity correct the personal information it holds about them if it is not accurate, complete or up to date.

An IPP entity must make a decision about the request for access or correction as soon as practicable, but no later than 45 days after the request was made. If the IPP entity refuses to give access or correct the personal information, it must give an individual valid reasons.

Note: IPP 6 applies only to IPP entities who are contracted service providers to government. Refer to the information below about the exceptions to the IPPs.

The right to access or correct personal information in government documents held by IPP entities that are not contracted service providers is under the [Freedom of Information Act 1992 \(WA\)](#).

No wrong door: If an individual applies to an IPP entity for access or correction of their personal information under the PRIS Act when their right of access is under the FOI Act, or an individual applies under the FOI Act when their right of access is under the PRIS Act, both the FOI Act and the PRIS Act provide that the application should be taken as an application under the correct legislation.

7. Unique identifiers

An IPP entity must not assign a unique identifier to an individual unless it is necessary to perform its functions or activities efficiently.

An IPP entity can only adopt, use or disclose a unique identifier used by another IPP entity for an individual in limited circumstances.

An IPP entity can only require an individual to provide a unique identifier to obtain a service in limited circumstances.

8. Anonymity

An IPP entity must give an individual the opportunity to not identify themselves.

An IPP entity can only require an individual to identify themselves if the law or circumstances make it necessary.

9. Disclosures outside Australia

An IPP entity must not send personal information overseas unless certain requirements are met. This includes, for example, that the overseas recipient of the information is subject to similar requirements as the IPP entity under the IPPs.

Further, an IPP entity must not send de-identified information overseas unless the recipient has appropriate security in place to protect the information and does not try to re-identify it.

10. Automated decision-making

If an IPP entity makes important decisions about individuals using automated decision-making processes (that is a process without much human input), it must assess the risks to ensure harm, bias and discrimination is minimised and that the requirements of the PRIS Act are complied with. This should be done periodically and when changes are made to the automated decision-making.

An IPP entity must let individuals know it is using automated decision-making and there must be a process where people can request human involvement in the decision.

11. De-identified information

An IPP entity must take reasonable steps to protect the de-identified information it holds from misuse, loss, unauthorised re-identification, access, modification or disclosure.

An IPP entity must not re-identify de-identified information unless certain circumstances apply.

Exceptions

There are some exceptions to the IPPs that set out when the IPPs do not apply. A summary of the exceptions is set out below.

Personal, family or household affairs exception - section 21

The IPPs do not apply to the handling of personal information by an individual or to personal information held by an individual in connection with the individual's personal, family or household affairs.

Publicly available information - section 22

The IPPs (other than IPP 6) do not apply to information contained in documents that are generally available to the public.

Law enforcement functions - section 23

Some of the IPPs will not apply to a law enforcement agency if it reasonably believes that non-compliance is necessary for its law enforcement functions.

Emergency response functions - section 24

Some of the IPPs will not apply to an IPP entity if it reasonably believes that non-compliance is necessary for its emergency response functions.

Child protection functions - section 25

Some of IPP 1 will not apply to an IPP entity if it reasonably believes that non-compliance is necessary for its child protection functions.

Family violence - section 26

Some of IPP 1 will not apply to the collection of personal information of a perpetrator or alleged perpetrator which relates to family violence or alleged family violence.

IPP 6 does not apply to all IPP entities - section 27

IPP 6 does not apply to an IPP entity that is an agency under the FOI Act or to a Parliamentary Secretary.

This means that IPP 6 only applies to contracted services providers to government.



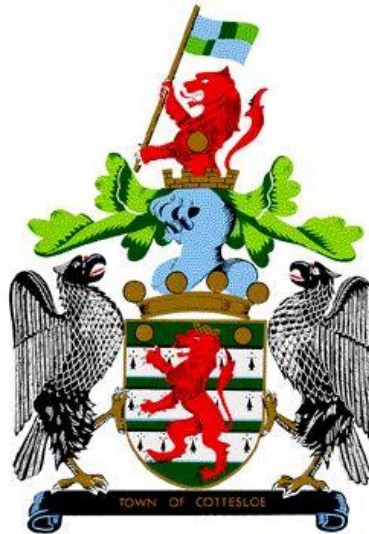
Address: Albert Facey House, 469 Wellington St, Perth WA 6000, Australia

Website: www.oic.wa.gov.au • **Telephone:** +61 8 6551 7888

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**The independent regulator fostering trust and accountability
in WA through privacy and freedom of information.**

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.6B: PRIVACY POLICY - CURRENT

Privacy Policy



Council Policy	Privacy Policy		
Reference	<i>Strategic Community Plan 2013-2023</i> Priority Area: 6.2 Major Strategy: 6.2	<i>Corporate Business Plan 2020-2024</i> Priority Area: 6.2 Actions: 6.2	
Responsible Officer	Manager Corporate Services and Governance		
Policy Area	Governance		
Council Adoption Date	28 July 2020	Version Number	1
Amendment Dates	25 October 2022	Next Review Date	

This Policy replaces all previous policies related to this topic.

1. Policy Purpose

- 1.1. This Policy provides the framework in which personal information is collected, used and disclosed by the Town of Cottesloe (the Town).
- 1.2. This Policy has the following aims:
 - To state what personal information is collected and why.
 - To state what use this information is put.
 - To state to whom this information may be disclosed

2. Policy Scope

- 2.1. This Policy applies to Elected Members, the Executive Management Team and all employees and contractors involved in any Town of Cottesloe operations.

3. Policy Requirements

3.1. Information collected

To allow the Town to respond to Customer/Community requests, there is the need to collect people's personal information. The Town through written correspondence, telephone, email and in-person interactions with the Town's Officers may collect this.

The Town maintains a comprehensive database of properties, which includes personal information relating to property owners such as names, addresses, and also records any issues such as complaints and enquiries relating to a property.

3.2. How Information Is Used

The information is used for responding to requests received by the Town relating to the various services provided by the Town. Personal information is often required to administer and manage those services, including billing arrangements. Additionally, this information may be used for ongoing research and development of services.

3.3. Sensitivity and Anonymity

- a. The Town will not collect sensitive information unless an individual has consented or is required to by law.
- b. The Town often collects information in the course of community engagement, the use of which is used solely for the purpose of gaining demographic insight to assist Council in its decision making.
 - Information that identifies a person may not be published in any part of publically available data or documents related to the engagement.
- c. The Town uses “cookies” and similar technology on its websites. The use of such technology is an industry standard, and will be used to monitor the effectiveness of Town of Cottesloe advertising and how our websites are used. The Town also uses cookies to generate statistics, measure activity, improve the website/applications and to enhance the customer experience. Town of Cottesloe website users can opt-out of cookies and adjust their internet browsers to refuse cookies or to notify them when cookies are being used. Certain features on the Town’s website may not function properly or optimally if cookies have been turned off.
 - It should be noted that the Town of Cottesloe website contains links to third party websites, which are not under the control of the Town; therefore the Town is not responsible for the privacy practices on any third party website.
- d. Emails received may only be used for the purpose for which it was provided and are subject to the conditions set out in this Privacy Policy. Due to the nature of the Internet, sending personal information in an email is at the discretion of and risk of the sender.

3.4. Information Disclosure

The Town of Cottesloe will not, without prior consent, disclose personal information for any purpose other than for purposes described in this Policy. Additionally, the Town will generally not disclose addresses of individuals and will make every endeavour to broadly describe any information relating to a person’s location.

The exceptions to this are where information is required or authorised by law to do so or when in good faith the Town is of the belief that such action is necessary to:

- a. comply with the law or with legal process;
- b. protect and defend the Town’s rights and property;

- c. protect against misuse or unauthorised use of the Town of Cottesloe’s website;
or
- d. to protect the personal safety or property of our staff and members of the public.

3.5. **Security of Personal Information**

The Town of Cottesloe takes all reasonable steps to protect the personal information it holds from misuse and loss, from unauthorised access, modification and disclosure. In addition to the statutory obligations already imposed, the Town has in place physical, electronic, and managerial procedures to protect personal information held from unauthorised access, maintain data accuracy and to ensure the appropriate use of information collected.

a. **Data Breaches**

The Town of Cottesloe will take reasonable steps to notify individuals impacted by eligible data breaches (as defined under the Privacy Act), as soon as it becomes aware of the breach.

3.6. **Access and Correction of Personal Information**

- a. Personal information provided by a person may be accessed by that person.
 - In the event access is denied the Town will provide reasons for such denial.
- b. Persons seeking access to information they have provided, or wanting to submit a correction to their personal information are required to contact the Town’s Administration.
 - Identification may be required before such information is released.
 - Such applications may possibly be subject to the exemptions allowed by law under the *Freedom of Information Act 1992*.

4. **Definitions**

- 4.1. **Sensitive Information** - has the meaning in the Privacy Act and includes information or an opinion about an individual’s racial or ethnic origin, sexual orientation or practices, political opinions or associations, religious beliefs or affiliations, philosophical beliefs, membership of professional or trade associations or trade unions, or criminal record that is also personal information, or health information or genetic information about an individual and which is Confidential Information”.
- 4.2. **Personal Information** as defined by the Office of the Australian Information Commissioner: “...information or opinion (including information or opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion”.

5. Legislation

- 5.1. The Town recognises the *Federal Privacy Act 1988* and the 13 Australian Privacy Principles. These principles are found in Schedule 1 of the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* and are observed by the Town in the development and implementation of this Policy.
- 5.2. *Local Government Act 1995* sections 5.94 (m) and (s) and 5.96 with respect to making available members of the public rates records, electoral rolls and registers owners and occupiers.
- 5.3. *Local Government (Administration) Regulations 1996* clause 29B in respect to privacy, places restrictions on providing information where it is suspected that the information may be used for commercial purposes. The Chief Executive Officer must be satisfied, by statutory declaration or otherwise, that a commercial purpose is not the intent of someone seeking such information.
- 5.4. *Freedom of information Act 1992*
- 5.5. *State Records Act 1992*

6. Other Relevant Procedures/Key Documents

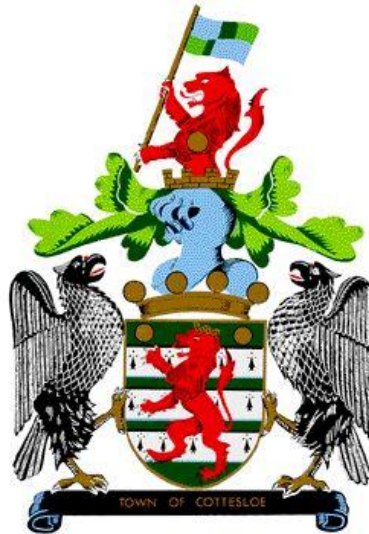
- 6.1. Code of Conduct
- 6.2. Community Engagement Policy
- 6.3. Email Management Policy
- 6.4. Media Policy
- 6.5. Records Management Policy
- 6.6. WALGA Public Information Access Guide

7. Further Information and Contact

Further information may be obtained on privacy issues in Australia by visiting the Office of the Australian Information and Privacy Commissioner's website at:

<http://www.oaic.gov.au>

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.6C: PRIVACY POLICY - DRAFT 2026

Privacy Policy



1. Purpose

The purpose of this policy is to explain how the Town of Cottesloe (**Town**) collects, uses, protects and shares personal information.

The Town is committed to managing personal information responsibly, transparently and in accordance with the *Privacy and Responsible Information Sharing Act 2024 (PRIS Act)*. This includes balancing the protection of individual privacy with the need to provide services, meet legal obligations and support community wellbeing.

This policy supports the Town's broader commitment to good governance, public trust and accountable decision-making.

2. Scope

This policy applies to how the Town handles personal information in the course of its functions and services.

It applies to all interactions with the Town, including:

- access to the website;
- contact by phone, email or in person;
- use of services; or
- participate in consultations, programs or community activities.

This policy also applies to information handled by the Town's Elected Members, employees, contractors and service providers.

3. Policy Statement

The Town manages personal information in a way that is lawful, proportionate and respectful of individual privacy.

The Town collects only the amount of personal information that is reasonably necessary for it to perform its functions or activities. Information is used and disclosed in ways that are consistent with the purpose for which it was collected, unless the law permits or requires otherwise.

Where appropriate, the Town may share information with other government agencies or authorised organisations to support service delivery, manage risk, or protect the safety and wellbeing of the community. Any information sharing is undertaken carefully and in accordance with legislative requirements and internal controls.

The Information Privacy Principles in the PRIS Act, guide the Town's use, storage and sharing of information:

- personal information is handled openly and transparently;
- only the minimum necessary information is collected and used;
- information is kept secure and protected from misuse;
- individuals can access and correct their personal information; and
- information sharing decisions are justified, documented and accountable.

Collection of Personal Information

The Town collects personal information through routine interactions such as Council meetings, correspondence, customer requests, service delivery, regulatory functions and community engagement.

This may include contact details, property information, service history, and records of enquiries or complaints. In some circumstances, additional information may be required to deliver services, meet regulatory obligations or administer Town functions.

Sensitive information is only collected where:

- the individual has provided consent; or
- the collection is required or authorised by law.

Where possible, individuals may choose not to identify themselves or to use a pseudonym. However, this may limit the Town's ability to provide certain services.

Use of Personal Information

Personal information is used to:

- deliver and administer Town services;
- respond to enquiries and requests;
- meet statutory obligations; and
- improve the quality and effectiveness of services.

Information may also be used for planning, reporting and research purposes. Where this occurs, the Town will take reasonable steps to ensure individuals are not identified unless identification is necessary.

Disclosure and Information Sharing

The Town will only disclose or share personal information where:

- the individual has consented;
- the disclosure is required or authorised by law; or
- the disclosure is reasonably necessary to perform the Town's functions and is permitted under the PRIS Act.

Where information is shared, the Town will ensure that:

- only relevant information is provided;

- the purpose of the sharing is clear and appropriate; and
- suitable safeguards are applied.

The Town does not sell personal information or use it for unrelated commercial purposes.

Website and Digital Services

The Town's website may use cookies and similar technologies to understand how it is used and to improve functionality. These tools collect general usage information and do not identify individuals unless information is knowingly provided.

Security of Personal Information

The Town takes reasonable steps to protect personal information from misuse, interference, loss and unauthorised access. This includes physical, electronic and administrative safeguards designed to maintain the integrity and security of information.

If a data breach occurs that is likely to result in harm, the Town will respond promptly. This may include containing the breach, investigating its cause and notifying affected individuals where appropriate.

Access and Correction

Access to personal information held by the Town can be requested and asked to be corrected if it is inaccurate or incomplete. Requests can be made through the Town's Administration and may require verification of identity. In some cases, access may be limited by law, including under the *Freedom of Information Act 1992*.

Privacy Concerns and Complaints

The Town will consider all privacy concerns and complaints about how information has been handled and respond in a timely manner.

4. Roles and Responsibilities

Role	Responsibilities
Council	Approves this policy and oversees governance
Chief Executive Officer	Ensures systems and controls are in place to comply with privacy and information sharing laws
Directors	Ensure implementation within their business areas
All employees and contractors	Handle personal information in accordance with this policy and related procedures

5. Related Documents and References

- *Privacy and Responsible Information Sharing Act 2024*
- *Local Government Act 1995*

- *Freedom of Information Act 1992*
- *State Records Act 2000*
- Town of Cottesloe Records Management Policy
- Town of Cottesloe Code of Conduct
- Town of Cottesloe Information Sharing Policy (internal)
- Town of Cottesloe Data Breach Response Plan (internal)

6. Definitions

Term	Definition
Personal Information	Information or an opinion about an identified or reasonably identifiable individual
Sensitive Information	Personal information about matters such as health, beliefs, affiliations or criminal history
Information Privacy Principles or IPPs	Eleven IPPs in Schedule 1 of the PRIS Act that guide how IPP entities are to collect, use, store, keep secure and dispose of information.
Information Sharing	The disclosure of personal information to another agency or authorised body in accordance with legislation
Data Breach	Unauthorised access to, disclosure of, or loss of personal information

7. Review and Approval

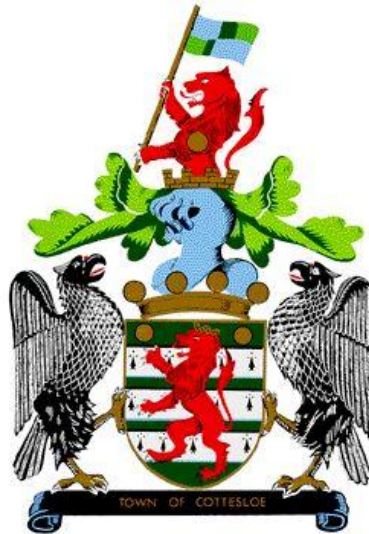
This policy will be reviewed every two years, or earlier if required to reflect changes in legislation or operational practices.

The policy is to be reviewed by the Governance team and approved by Council.

Document Control

Version	Date	Author/Approver	File ref
1.0	28 July 2020 (amended 25 October 2022)	Council	
2.0	23 June 2026	Council	

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.6D:
INFORMATION BREACH POLICY - 2026**

Information Breach Policy



1. Purpose

This policy establishes how the Town of Cottesloe (**Town**) identifies, manages, and responds to information breaches involving personal and de-identified information. It supports compliance with the *Privacy and Responsible Information Sharing Act 2024 (PRIS Act)* and ensures that information is protected and handled responsibly throughout its lifecycle.

2. Scope

This policy applies to all personal and de-identified information held by the Town, across all systems, records, and services. It applies to Elected Members, employees, contractors, and service providers who handle information on behalf of the Town.

3. Policy Statement

The Town is committed to protecting information from misuse, loss, and unauthorised access or disclosure. Where a breach occurs, the Town will respond promptly and proportionately to minimise harm, maintain public trust, and meet its legal obligations.

All suspected or actual information breaches must be reported and managed in accordance with this policy.

The Town manages information breaches in accordance with the Information Privacy Principles under the PRIS Act. This includes maintaining appropriate security safeguards, ensuring personal information is only used and disclosed as authorised, preserving data quality, and maintaining transparency and accountability in how breaches are handled. The Town also supports individuals' ability to access and correct their information and will ensure de-identified information remains protected from re-identification.

3.1 Responsible Information Sharing

Where an information breach involves personal information shared under the PRIS information sharing framework, the Town will have regard to the PRIS Act Responsible Sharing Principles when assessing the breach. This includes considering whether the sharing was appropriate, whether safeguards were sufficient, and whether changes are required to information sharing arrangements to reduce future risks and protect individual privacy.

3.2 Identifying and Reporting a Breach

An information breach may arise through unauthorised access or disclosure, loss of information, system compromise, or unintended re-identification of de-identified data. All employees, contractors, and service providers must report suspected or actual breaches as soon as practicable. Reports of breaches are to be made to the Designated Privacy Officer and escalated without delay.

3.3 Breach Response

The Town will respond to information breaches using a structured and proportionate approach. Immediate action will be taken to contain the breach and prevent further unauthorised access or disclosure. This will be followed by an assessment of the nature and extent of the breach, including the types of information affected, the number of individuals impacted, and the likelihood of harm.

Appropriate mitigation measures will then be implemented to reduce risk, including securing systems, restricting access, and addressing underlying causes. Where required or appropriate, the Town will notify affected individuals and the Information Commissioner in accordance with legislative requirements.

All breaches will be documented, and the Town will review each incident to continuously improve systems and processes.

3.4 Notification

Where an information breach is likely to result in serious harm, or where otherwise required by law, the Town will notify affected individuals and relevant authorities. Notifications will be clear, timely, and provide sufficient information to enable individuals to understand the nature of the breach and take appropriate action.

3.5 Notifiable Information Breach Register

The Town will maintain a register of all notifiable information breaches.

3.6 Risk Management and Prevention

The Town adopts a proactive approach to preventing information breaches by maintaining appropriate security controls, supporting staff awareness and training, and embedding privacy considerations into systems and processes. This includes maintaining an Information Asset Register, undertaking risk assessments, and continuously reviewing information handling practices.

4. Roles and Responsibilities

Role	Responsibility
Council	Provides oversight and approves the policy
Chief Executive Officer	Ensures appropriate systems, controls, and resources are in place to support compliance
Directors	Ensure implementation within their areas and support breach management activities
Designated Privacy Officer	CEO or designee coordinates breach reporting, assessment, notification, and maintains the breach register
ICT	Manages technical containment, system security, and remediation

Employees and Contractors	Handle information appropriately and report suspected or actual breaches promptly
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5. Related Documents and References

- *Privacy and Responsible Information Sharing Act 2024 (WA)*
- Privacy Policy
- Records Management Policy
- Data Breach Response Plan (internal)
- Information Asset Register (internal)

6. Definitions

Term	Definition
<i>Information breach</i>	Any unauthorised access to, disclosure of, or loss of personal or de-identified information.
<i>Personal information</i>	As defined in s.4, <i>Privacy and Responsible Information Sharing Act 2024</i>

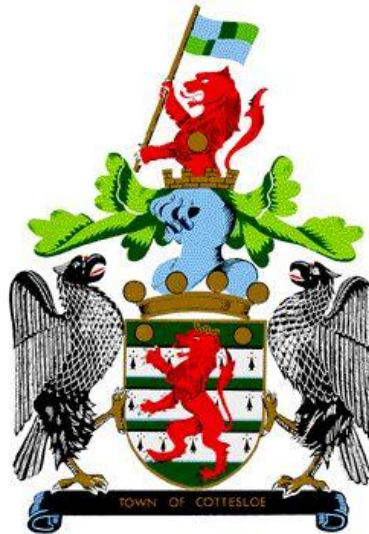
7. Review and Approval

This policy will be reviewed every two years or earlier if required to reflect changes in legislation, risk, or operational practices.

Document Control

Version	Date	Author/Approver
1	23 June 2026	Council OCM-###-###

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.7B:
CHARTER - AUDIT, RISK AND IMPROVEMENT
COMMITTEE (CURRENT OCT 2025)**

Charter – Audit, Risk and Improvement Committee



This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Audit, Risk and Improvement Committee, established by Council pursuant to division 1A, section 7.1A of the *Local Government Act 1995* (the Act) and the *Local Government (Audit) Regulations 1996* (the Regulations).

1. Name

The name of this Committee is 'Town of Cottesloe Audit, Risk and Improvement Committee'. All references to 'Committee' in this charter mean 'Town of Cottesloe Audit, Risk and Improvement Committee'.

2. Establishment

This Committee is established under the provisions of the Act, particular division 1A, section 7.1A.

3. Guiding Principles

This Committee is established with the guiding principles prescribed in the Act, the Regulations and the *Local Government (Financial Management) Regulations 1996*.

4. Purpose

The purpose of the Committee is to:

- Guide and assist the local government in carrying out its financial management and audit functions.
- Monitor and advise the Chief Executive Officer in reviews conducted into financial management and audit systems and procedures.
- Oversee the implementation of any resulting Council recommendations so as to support better decision-making, greater accountability to the community and ensure a more efficient and effective Local Government.

5. Terms of Reference

Under regulation 16 of the *Local Government (Audit) Regulations 1996*, an audit committee has the following functions —

- (a) to guide and assist the local government in carrying out —
 - (i) its functions under Part 6 of the Act; and
 - (ii) its functions relating to other audits and other matters related to financial management;
- (b) to guide and assist the local government in carrying out the local government's functions in relation to audits conducted under Part 7 of the Act;
- (c) to review a report given to it by the CEO under regulation 17(3) (the **CEO's report**) and is to —

CHARTER – AUDIT, RISK AND IMPROVEMENT COMMITTEE

- (i) report to the council the results of that review; and
- (ii) give a copy of the CEO's report to the council;
- (d) to monitor and advise the CEO when the CEO is carrying out functions in relation to a review under —
 - (i) regulation 17(1); and
 - (ii) the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);
- (e) to support the auditor of the local government to conduct an audit and carry out the auditor's other duties under the Act in respect of the local government;
- (f) to oversee the implementation of any action that the local government —
 - (i) is required to take by section 7.12A(3); and
 - (ii) has stated it has taken or intends to take in a report prepared under section 7.12A(4)(a); and
 - (iii) has accepted should be taken following receipt of a report of a review conducted under regulation 17(1); and
 - (iv) has accepted should be taken following receipt of a report of a review conducted under the Local Government (Financial Management) Regulations 1996 regulation 5(2)(c);
- (g) to perform any other function conferred on the audit committee by these regulations or another written law.

Under regulation 14(3A) of the Regulations, the Audit Committee:

- (3A) The local government's audit committee is to review the compliance audit return and is to report to the council the results of that review.

6. Membership

Pursuant to division 1A, section 7.1A of the Act:

- (2) The members of the audit committee of a local government are to be appointed* by the local government and at least 3 of the members, and the majority of the members, are to be council members.
* Absolute majority required.
- (3) A CEO is not to be a member of an audit committee and may not nominate a person to be a member of an audit committee or have a person to represent the CEO as a member of an audit committee.
- (4) An employee is not to be a member of an audit committee.

Any non-elected member (community representative) appointed to the Committee shall have qualifications and/or professional experience that will enhance the expertise available to Elected Members serving on the Committee.

Vacancies for the community representatives will be advertised in the local papers, the Town of Cottesloe webpage and notice boards. Council will then select and appoint new members.

Community representation is valid for two years, until the person resigns, the Committee is disbanded or the next Ordinary Council Election, which ever happens first. Nothing prevents an existing member re-nominating.

CHARTER – AUDIT, RISK AND IMPROVEMENT COMMITTEE

7. Meetings**7.1 Annual General Meeting**

Nil

7.2 Committee Meetings

Meetings shall be held not more frequently than every two months, unless a special meeting of the Committee is called for a specified purpose.

7.3 Quorum

The quorum for any meeting of this Committee shall be 50 percent of members as endorsed by Council at the time of the meeting.

7.4 Voting

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

7.5 Minutes

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

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

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

- (a) the names of the members present at the meeting; and*
- (b) where a member enters or leaves the meeting during the course of the meeting, the time of entry or departure, as the case requires, in the chronological sequence of the business of the meeting; and*
- (c) details of each motion moved at the meeting, the mover and the outcome of the motion; and*
- (d) details of each decision made at the meeting; and*
- (da) written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70 (but not a decision to only note the matter or to return the recommendation for further consideration); and*
- (e) a summary of each question raised by members of the public at the meeting and a summary of the response to the question; and*
- (f) in relation to each disclosure made under section 5.65 or 5.70 in relation to the meeting, where the extent of the interest has also been disclosed, the extent of the interest; and*
- (g) each document attached to an agenda relating to a council or committee meeting unless the meeting or that part of the meeting to which the document refers is closed to members of the public.*

If the Committee resolves, the minutes may include a table of 'action items', summarising the agreed actions.

7.6 Who acts if the presiding member is unavailable

Shall be in accordance with section 5.14 of the Act.

CHARTER – AUDIT, RISK AND IMPROVEMENT COMMITTEE

7.7 Meetings

Meetings shall be generally open to the public as per the provisions of section 5.23 of the Act.

7.8 Public Question Time

As the Committee has no delegated powers (section 5.24 of the Act), there is no specific provision for public question time (section 5.24 of the Act; regulation 5 Local Government (Administration) Regulations 1996).

7.9 Members' Conduct

Council Members of the Committee shall be bound by the following

- The provisions of section 5.65 of the Act;
- Town of Cottesloe *Standing Orders Local Law 2012*;
- Town of Cottesloe Code of Conduct;
- *Local Government (Rules of Conduct) Regulations 2007*; and
- Regulation 34C of the *Local Government (Administration) Regulations 1996*, with respect to their conduct at meetings and their duty of disclosure.

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

7.10 Secretary

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

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

7.11 Presiding Member

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

7.12 Meeting attendance fees

Nil

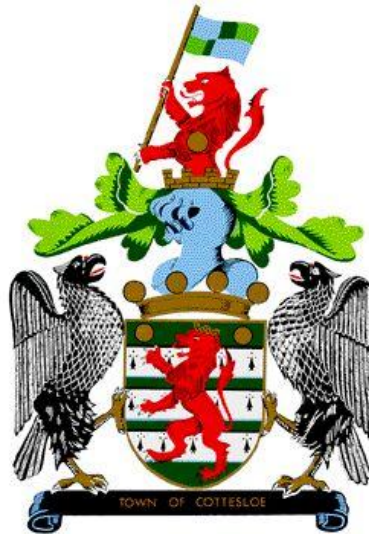
8. Delegated Authority

This committee has no delegated authority.

9. Endorsement

This Charter was endorsed by the Town of Cottesloe Council at its meeting on 29 October 2019.

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.7C:
REVIEWED CHARTER - AUDIT, RISK AND
IMPROVEMENT COMMITTEE 2026**

Charter – Audit, Risk and Improvement Committee



This Charter outlines the membership, authority, purpose, responsibilities and meeting procedures for the Town of Cottesloe Audit, Risk and Improvement Committee, established by Council in accordance with the *Local Government Act 1995* (the **Act**) and the Local Government (Audit) Regulations 1996 (the **Regulations**).

Name

All references to 'Committee' in this Charter mean Audit, Risk and Improvement Committee.

Establishment

The Committee is established under Part 7, division 1A, section 7.1A of the Act.

Principles

The Committee is guided by principles of:

- independence and objectivity;
- robust oversight of risk, audit and compliance; and
- continuous improvement of governance systems.

Purpose

The purpose of the Committee is to support Council in fulfilling its governance responsibilities by providing independent oversight and recommendations on financial management, risk management, internal control, legislative compliance, audit functions, and continuous improvement across the organisation.

Terms of Reference

In accordance with Regulation 16 of the Regulations, the Committee will:

- **Provide guidance and oversight** on the local government's financial management, audit functions, and related governance matters.
- **Support and monitor audit processes**, including internal and external audits conducted under the Act.
- **Review key reports**, including CEO reports arising from statutory reviews, and report the outcomes to Council.
- **Monitor and advise on statutory reviews** undertaken by the CEO under relevant regulations.
- **Support the Auditor** in the performance of their duties.

- **Oversee implementation of audit and review recommendations**, including those required under the Act and accepted by the local government.
- **Perform any other functions** conferred under legislation.

Other functions include overseeing the effectiveness of the risk management framework and internal controls, while promoting continual organisational improvement through monitoring governance practices, performance, and the implementation of audit and review recommendations.

Membership

1. Committee membership comprises up to seven members, being:
 - An independent Presiding Member;
 - An Independent Deputy of the Presiding Member;
 - additional independent members as determined by Council; and
 - up to four elected members of Council.

The composition of the committee is not required to have a majority of elected members
2. External independent members will be appointed through a transparent and merit-based process, typically involving an advertised expression of interest, assessment against selection criteria, and formal appointment by Council resolution.
3. Selection criteria for external independent members is to include:
 - expertise in governance, financial management, risk and audit; and
 - relevant skills and experience in providing expert advice.
4. Representation by external independent members is for two years, until the member resigns, the Committee is disbanded, or the next Ordinary Council Election, whichever occurs first.
5. Nothing prevents an existing external independent member re-nominating for membership of the Committee.

Meetings

6. **Frequency**

Meetings will be held quarterly, unless circumstances require additional meetings or Council directs the Committee to convene for a specific purpose.
7. **Presiding Member and Deputy to Presiding Member**

Council is to appoint an external independent person:

 - as Presiding Member of the Committee;
 - as Deputy of the Presiding Member.

If the Presiding Member is unavailable for a Committee meeting, the Deputy of the Presiding Member is to preside at the meeting.
8. **Quorum**

The quorum for any meeting is 50 percent of members.

9. Voting

Decisions on recommendations to Council will be determined by simple majority.

10. Minutes

The Minutes of meetings are to be prepared in accordance with ss.5.22(1) and 5.25(1)(f) of the Act.

11. Meeting attendance fees

Members are entitled to be paid meeting attendance fees at rates approved by Council.

Delegated Authority

The Committee has no delegated powers.

Members' Conduct

Members of the Committee must observe the:

- Town of Cottesloe Council Members, Committee Members and Candidates Code of Conduct;
- disclosure provisions of s.5.65 of the Act; and
- Town of Cottesloe Meeting Procedures Local Law 2021.

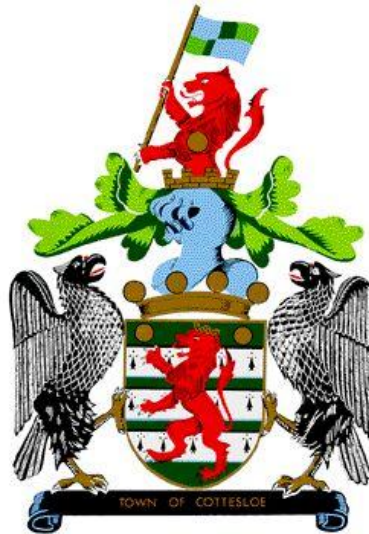
Review and Approval

This Charter is to be reviewed at least every two (2) years or earlier if legislation changes.

Document Control

Version	Date	Author/Approver	File Ref
1	29 October 2019	Council	D21/45475
2	15 June 2026	Council OCM #####	

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.8A:
DRAFT DELEGATED AUTHORITY REGISTER 2026-
2027**

TOWN OF COTTESLOE



DELEGATED AUTHORITY REGISTER

20252026/20262027

Adopted by Council 24 June 2025  (OCM092/2025)

Delegated Authority Register ~~20252026/20262027~~

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Statutory Delegations

1. Local Government Act 1995

1.1 Administration and Enforcement of Local Laws	
Function Delegated	Authority to administer and enforce the Town's Local Laws.
Statutory Power Delegated	Local Government Act 1995 Section 3.18 Performing executive functions
	<p>3.18. Performing executive functions</p> <p>(1) A local government is to administer its local laws and may do all other things that are necessary or convenient to be done for, or in connection with, performing its functions under this Act.</p> <p>(2) In performing its executive functions, a local government may provide services and facilities.</p> <p>(3) A local government is to satisfy itself that services and facilities that it provides —</p> <p>(a) integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body; and</p> <p>(b) do not duplicate, to an extent that the local government considers inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private; and</p> <p>(c) are managed efficiently and effectively.</p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	Local Government Act 1995 Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	<p>The Chief Executive Officer may on delegate these functions to other subordinate members of staff and any matter sub-delegated must be in writing and a record retained in the Town's Central Records system</p> <p>Director Development and Regulatory Services</p> <p>Director Engineering Services</p> <p>Director Corporate and Community Services</p> <p>Manager Building and Health</p>

	Manager Planning Environmental Health Officer Coordinator Rangers Rangers
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws

1.2 Performance of Executive Functions Relating to Land	
Function Delegated	Authority to perform executive functions relating to land.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.21 Duties when performing functions
	<p>3.21. Duties when performing functions</p> <p>(1) <i>In performing its executive functions, a local government, so far as is reasonable and practicable, is to —</i></p> <p>(a) <i>ensure that —</i></p> <p>(i) <i>the lawful use of any land, thoroughfare or premises is not obstructed, and any reasonable request that a person makes to avoid such obstruction is met; and</i></p> <p>(ii) <i>as little harm or inconvenience is caused and as little damage is done as is possible; and</i></p> <p>(iii) <i>danger to any person or property does not arise from anything done on land; and</i></p> <p>(iv) <i>anything belonging to it, or to a person who has exercised a power of entry on its behalf, that has been left on any land, premises or thing entered is removed as soon as practicable unless this Act expressly allows it to be left there;</i></p> <p><i>and</i></p> <p>(b) <i>ensure that —</i></p> <p>(i) <i>buildings, fences, and other structures are not disturbed nor damaged; and</i></p> <p>(ii) <i>when it enters land that is fenced, it enters through the existing and usual openings in the fence unless it is expressly authorised to open the fence; and</i></p> <p>(iii) <i>any physical damage done to any land, premises or thing, is immediately made good unless compensation has been or is to be paid.</i></p> <p>(2) <i>Subsection (1)(b) does not apply to any land, premises or thing that is local government property.</i></p>
Power Originally Assigned To	The Local Government

Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	The Chief Executive Officer may on delegate these functions to other subordinate members of staff and any matter sub-delegated must be in writing and a record retained in the Town's Central Records system. <u>Director Development and Regulatory Services</u> <u>Manager Building and Health</u>
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.3 Powers to be Exercised by Authorised Persons in Relation to Land	
Function Delegated	Authority to exercise powers by authorised persons in relation to land.
Statutory Power Delegated	<p><i>Local Government Act 1995</i></p> <p>Section 3.24 Authorising persons under this Subdivision</p> <p>Section 3.25 Notices requiring certain things to be done by owner or occupier of land</p> <p>Section 3.26(3) Additional powers when notices given</p>
	<p>3.24. Authorising persons under this Subdivision</p> <p><i>The powers given to a local government by this Subdivision can only be exercised on behalf of the local government by a person expressly authorised by it to exercise those powers.</i></p> <p>3.25. Notices requiring certain things to be done by owner or occupier of land</p> <p>(1) <i>A local government may give a person who is the owner or, unless Schedule 3.1 indicates otherwise, the occupier of land a notice in writing relating to the land requiring the person to do anything specified in the notice that —</i></p> <p style="padding-left: 40px;">(a) <i>is prescribed in Schedule 3.1, Division 1; or</i></p> <p style="padding-left: 40px;">(b) <i>is for the purpose of remedying or mitigating the effects of any offence against a provision prescribed in Schedule 3.1, Division 2.</i></p> <p>(2) <i>Schedule 3.1 may be amended by regulations.</i></p> <p>(3) <i>If the notice is given to an occupier who is not the owner of the land, the owner is to be informed in writing that the notice was given.</i></p> <p>(4) <i>A person who is given a notice under subsection (1) is not prevented from complying with it because of the terms on which the land is held.</i></p> <p>(5) <i>A person who is given a notice under subsection (1) may apply to the State Administrative Tribunal for a review of the decision to give the notice.</i></p> <p>(6) <i>A person who fails to comply with a notice under subsection (1) commits an offence.</i></p> <p>3.26. Additional powers when notices given</p> <p>(3) <i>The local government may recover the cost of anything it does under subsection (2) as a debt due from the person who failed to comply with the notice.</i></p>

Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Engineering Services Directory Development and Regulatory Services Manager Building and Health
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.4 Powers of Entry to Land	
Function Delegated	<p>Authority to:</p> <ol style="list-style-type: none"> 1. Enter on to land to perform any function of the local government under the Act (s.3.28) 2. Give notice of entry (s.3.32) 3. Seek and execute an entry under warrant (s3.33) 4. Execute entry in an emergency (s.3.34)
Statutory Power Delegated	<p><i>Local Government Act 1995</i> Section 3.28 When this Subdivision Applies Section 3.33 Entry under warrant Section 3.34 Entry in emergency</p>
	<p>3.28. When this Subdivision applies</p> <p><i>The powers of entry conferred by this Subdivision may be used for performing any function that a local government has under this Act if entry is required for the performance of the function or in any other case in which entry is authorised by this Act other than by a local law.</i></p> <p>3.33. Entry under warrant</p> <p>(1) <i>In the circumstances described in subsection (2), a justice may by warrant authorise a local government by its employees, together with such other persons as are named or described in the warrant, or a police officer, to enter any land, premises or thing using such force as is necessary.</i></p> <p>(2) <i>A warrant may be granted under subsection (1) where a justice is satisfied that the entry is reasonably required by a local government for the purpose of performing any of its functions, but —</i></p> <ol style="list-style-type: none"> (a) <i>entry has been refused or is opposed or prevented; or</i> (b) <i>entry cannot be obtained; or</i> (c) <i>notice cannot be given under section 3.32 without unreasonable difficulty or without unreasonably delaying entry.</i> <p>(3) <i>A warrant granted under subsection (1) —</i></p> <ol style="list-style-type: none"> (a) <i>is to be in the prescribed form; and</i> (b) <i>is to specify the purpose for which the land, premises or thing may be entered; and</i> (c) <i>continues to have effect until the purpose for which it was granted has been satisfied.</i>

	<p>3.34. Entry in emergency</p> <p>(1) <i>In an emergency a local government may lawfully enter any land, premises or thing immediately and without notice and perform any of its functions as it considers appropriate to deal with the emergency.</i></p> <p>(2) <i>For the purposes of this section, an emergency exists where the local government or its CEO is of the opinion that the circumstances are such that compliance with the requirements for obtaining entry other than under this section would be impractical or unreasonable because of, or because of the imminent risk of —</i></p> <p style="padding-left: 40px;">(a) <i>injury or illness to any person; or</i></p> <p style="padding-left: 40px;">(b) <i>a natural or other disaster or emergency; or</i></p> <p style="padding-left: 40px;">(c) <i>such other occurrence as is prescribed for the purposes of this section.</i></p> <p>(3) <i>A local government may use reasonable force to exercise the power of entry given by subsection (1).</i></p> <p>(4) <i>A local government may exercise the power of entry given by subsection (1) at any time while the emergency exists and for so long subsequently as is reasonably required.</i></p> <p>(5) <i>Although notice of an intended entry under this section is not generally required, a local government is to give notice of an intended entry of land under this section to the owner or occupier of the land where it is practicable to do so.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	Local Government Act 1995 Section 5.42 Delegation of some power or duties to the Chief Executive Officer. Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer’s Sub Delegation to	<p>The Chief Executive Officer may on delegate these functions to other subordinate members of staff and any matter sub delegated must be in writing and a record retained in the Town’s Central Records system</p> <p>Director Engineering Services</p> <p>Director Development and Regulatory Services</p> <p>Manager Building and Health</p>

Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.
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1.5 Opening of Fences	
Function Delegated	Authority to give notice and effect entry by opening a fence.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.36 Opening Fences
	<p>3.36. Opening fences</p> <p>(1) <i>This section applies only if it is expressly stated in Schedule 3.2.</i></p> <p>(2) <i>Subsection (1) does not prevent regulations amending Schedule 3.2 from stating that this section applies, or excluding the application of this section, in relation to a particular matter.</i></p> <p>(3) <i>If this section applies and it is not practicable to enter land that is fenced through the existing and usual openings in the fence, the local government may, on giving 3 days' notice in writing to the owner or occupier of the land that it intends to do so, open the fence.</i></p> <p>(4) <i>If it opens the fence the local government is to provide at the opening an effective gate or, if the owner of the land agrees, a device across the gap in the fence that enables motor traffic to pass through the gap and prevents the straying of livestock through the gap.</i></p> <p>(5) <i>If a gate is provided a person who, without the occupier's consent, leaves the gate open when it is not in use commits an offence.</i></p> <p>(6) <i>If a gate is provided, when the local government no longer requires the opening, it is to immediately remove the gate and make good the fence unless the owner agrees to its retention.</i></p> <p>(7) <i>The owner and occupier may, in a particular case, relieve the local government of any obligation that it has under this section.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees

Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Engineering Services Planning Officer
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.6 Authorising Employees to Impound Goods	
Function Delegated	Authority to authorise employees to impound goods.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.39 Power to Remove and Impound
	<p>3.39. Power to remove and impound</p> <p>(1) <i>An employee authorised by a local government for the purpose may remove and impound any goods that are involved in a contravention that can lead to impounding.</i></p> <p>(2) <i>A person may use reasonable force to exercise the power given by subsection (1).</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.7 Withholding of Goods	
Function Delegated	Authority to withhold goods.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.46 Goods may be withheld until costs paid
	<p>3.46. Goods may be withheld until costs paid</p> <p>(1) <i>A local government may refuse to allow goods impounded under section 3.39 or 3.40A to be collected until the costs of removing, impounding and keeping them have been paid to the local government.</i></p> <p>(2) <i>A local government may refuse to allow goods removed under section 3.40 or 3.40A to be collected until the costs of removing and keeping them have been paid to the local government.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees.
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Director Corporate and Community Services Manager Building and Health
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.8 Disposal of Impounded Goods	
Function Delegated	Authority to dispose of impounded goods.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.47 Confiscated or uncollected goods, disposal of
	<p>3.47. Confiscated or uncollected goods, disposal of</p> <p>(1) <i>The local government may sell or otherwise dispose of any goods that have been ordered to be confiscated under section 3.43.</i></p> <p>(2) <i>The local government may sell or otherwise dispose of any vehicle that has not been collected within —</i></p> <p style="padding-left: 40px;">(a) <i>2 months of a notice having been given under section 3.40(3); or</i></p> <p style="padding-left: 40px;">(b) <i>7 days of a declaration being made under section 3.40A(4) that the vehicle is an abandoned vehicle wreck.</i></p> <p>(2a) <i>The local government may sell or otherwise dispose of impounded goods that have not been collected within the period specified in subsection (2b) of —</i></p> <p style="padding-left: 40px;">(a) <i>a notice having been given under section 3.42(1)(b) or 3.44; or</i></p> <p style="padding-left: 40px;">(b) <i>being impounded if the local government has been unable, after making reasonable efforts to do so, to give that notice to the alleged offender.</i></p> <p>(2b) <i>The period after which goods may be sold or otherwise disposed of under subsection (2a) is —</i></p> <p style="padding-left: 40px;">(a) <i>for perishable goods — 3 days;</i></p> <p style="padding-left: 40px;">(b) <i>for animals — 7 days;</i></p> <p style="padding-left: 40px;">(ca) <i>for prescribed non-perishable goods — one month;</i></p> <p style="padding-left: 40px;">(c) <i>for other non-perishable goods — 2 months.</i></p> <p>(3) <i>Section 3.58 applies to the sale of goods under this section as if they were property referred to in that section.</i></p> <p>(4) <i>Money received by a local government from the sale of goods under subsection (2a) is to be credited to its trust fund except to the extent required to meet the costs and expenses incurred by the local government in removing, impounding and selling the goods.</i></p>

	<p>(5) Money received by a local government from the sale of a vehicle under subsection (2) is to be credited to its trust fund except to the extent required to meet the costs referred to in section 3.46 and the expenses incurred by the local government in selling the vehicle.</p> <p>(6) Unless this section requires it to be credited to its trust fund, money received by a local government from the sale under this section of any goods is to be credited to its municipal fund.</p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<p>Local Government Act 1995</p> <p>Section 5.42 Delegation of some power or duties to the Chief Executive Officer</p> <p>Section 5.44 Chief Executive Officer may delegate powers and duties to other employees</p>
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	<p>Director Development and Regulatory Services</p> <p>Director Corporate and Community Services</p> <p>Coordinator Ranger Services</p>
Conditions on Delegations (if any)	To be exercised in accordance with Locationthe Town's Policies and Local Laws.

1.9 Disposal of Sick or Injured Animals	
Function Delegated	Authority to destroy and dispose of an animal that is determined to be too sick or injured to treat.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.47A Sick or injured animals, disposal of.
	<p>3.47A. Sick or injured animals, disposal of</p> <p>(1) <i>If an impounded animal is ill or injured to such an extent that treating it is not practicable the local government may humanely destroy the animal and dispose of the carcass.</i></p> <p>(2) <i>A local government must not destroy an animal under subsection (1) unless —</i></p> <p style="padding-left: 40px;">(a) <i>because of the state of the animal, destroying it is urgent; or</i></p> <p style="padding-left: 40px;">(b) <i>the local government has —</i></p> <p style="padding-left: 80px;">(i) <i>taken reasonable steps to notify the owner; and</i></p> <p style="padding-left: 80px;">(ii) <i>whether or not notice has been given under subparagraph (i), allowed the owner a reasonable opportunity to collect the animal.</i></p> <p>(3) <i>Subsection (2)(b) does not justify the destruction of an animal before it has been impounded for at least 7 days.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Coordinator Ranger Services Town Rangers
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.10 Recovery of Costs Associated with Impounded Goods	
Function Delegated	Authority to recover costs associated with impounded goods.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.48 Impounded expenses, recovery of
	<p>3.48. Impounding expenses, recovery of</p> <p><i>If goods are removed and impounded under section 3.39 and the alleged offender is convicted, the local government may, by action in a court of competent jurisdiction, recover from the alleged offender —</i></p> <p>(a) <i>if the goods are not sold under section 3.47, the expenses incurred by the local government in removing and impounding them and in disposing of them if they are disposed of under section 3.47; and</i></p> <p>(b) <i>if the goods are confiscated and sold under section 3.47, the amount, if any, by which the money received from the sale and credited to the municipal fund under section 3.47(6) is insufficient to meet expenses incurred by the local government in removing, impounding, and selling them; and</i></p> <p>(c) <i>if the goods are not confiscated but are sold under section 3.47, the amount, if any, by which the money received from the sale is insufficient to meet the costs and expenses referred to in section 3.47(4) or (5), as the case requires.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Corporate and Community Services Director Development and Regulatory Services Manager Building and Health
Conditions on Delegations (if any)	To be exercised in accordance with the Local Government Act and relevant Local Laws.

1.11 Closure of Certain Thoroughfares to Vehicles	
Function Delegated	The authority to close certain thoroughfares to vehicles.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.50 Closing of certain thoroughfares to vehicles.
	<p>3.50. Closing certain thoroughfares to vehicles</p> <p>(1) <i>A local government may close any thoroughfare that it manages to the passage of vehicles, wholly or partially, for a period not exceeding 4 weeks.</i></p> <p>(1a) <i>A local government may, by local public notice, order that a thoroughfare that it manages is wholly or partially closed to the passage of vehicles for a period exceeding 4 weeks.</i></p> <p>(2) <i>The order may limit the closure to vehicles of any class, to particular times, or to such other case or class of case as may be specified in the order and may contain exceptions.</i></p> <p>[(3) <i>deleted</i>]</p> <p>(4) <i>Before it makes an order wholly or partially closing a thoroughfare to the passage of vehicles for a period exceeding 4 weeks or continuing the closure of a thoroughfare, the local government is to —</i></p> <p style="padding-left: 2em;">(a) <i>give local public notice of the proposed order giving details of the proposal, including the location of the thoroughfare and where, when, and why it would be closed, and inviting submissions from any person who wishes to make a submission; and</i></p> <p style="padding-left: 2em;">(b) <i>give written notice to each person who —</i></p> <p style="padding-left: 4em;">(i) <i>is prescribed for the purposes of this section; or</i></p> <p style="padding-left: 4em;">(ii) <i>owns land that is prescribed for the purposes of this section;</i></p> <p style="padding-left: 2em;"><i>and</i></p> <p style="padding-left: 2em;">(c) <i>allow a reasonable time for submissions to be made and consider any submissions made.</i></p> <p>(5) <i>The local government is to send to the Commissioner of Main Roads appointed under the Main Roads Act 1930 a copy of the contents of the notice required by subsection (4)(a).</i></p>

	<p>(6) <i>An order under this section has effect according to its terms, but may be revoked by the local government, or by the Minister, by order of which local public notice is given.</i></p> <p>[(7) <i>deleted</i>]</p> <p>(8) <i>If, under subsection (1), a thoroughfare is closed without giving local public notice, the local government is to give local public notice of the closure as soon as practicable after the thoroughfare is closed.</i></p> <p>(9) <i>The requirement in subsection (8) ceases to apply if the thoroughfare is reopened.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Engineering Services Manager Projects and Assets
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.12 Closure of Thoroughfares for Repairs or Maintenance	
Function Delegated	Authority to close thoroughfares for repairs or maintenance.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.50A Partial closure of thoroughfare for repairs or maintenance.
	<p>3.50A. Partial closure of thoroughfare for repairs or maintenance</p> <p><i>Despite section 3.50, a local government may partially and temporarily close a thoroughfare, without giving local public notice, if the closure —</i></p> <p>(a) <i>is for the purpose of carrying out repairs or maintenance; and</i></p> <p>(b) <i>is unlikely to have a significant adverse effect on users of the thoroughfare.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Engineering Services Manager Projects and Assets
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.13 Inviting Tenders for Goods and Services Under Contract	
Function Delegated	Authority to invite tenders for goods and services under contract.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 3.57 Tenders for providing goods or services
	<p>3.57. Tenders for providing goods or services</p> <p>(1) <i>A local government is required to invite tenders before it enters into a contract of a prescribed kind under which another person is to supply goods or services.</i></p> <p>(2) <i>Regulations may make provision about tenders.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Engineering Services Director Corporate and Community Services Director Development and Regulatory Services Manager Building and Health
Conditions on Delegations (if any)	Specific policy guidance contained within: <ul style="list-style-type: none"> • Purchasing Policy Delegation only to be used where a specific budget allocation exists for the project or works that the tender is called for.

1.14 Waive, Grant Concessions or Write Off Individual Debts to a Maximum of \$1,000	
Function Delegated	Waive, grant concessions or write off individual debts to a maximum of \$5,000 in relation to any amount of money which is owed to the Town. <i>Note: Section 6.12(2) of the Local Government Act 1995 does not allow money owed to the Town in respect of rates and services charges to be waived or for a concession in relation to such money to be granted.</i>
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 6.12 Power to defer, grant discounts, waive or write off debts
	<p>1. 6.12. <i>Power to defer, grant discounts, waive or write off debts</i></p> <p>(1) <i>Subject to subsection (2) and any other written law, a local government may —</i></p> <p style="padding-left: 40px;">(a) <i>when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money; or</i></p> <p style="padding-left: 40px;">(b) <i>waive or grant concessions in relation to any amount of money; or</i></p> <p style="padding-left: 40px;">(c) <i>write off any amount of money,</i></p> <p style="padding-left: 40px;"><i>which is owed to the local government.</i></p> <p style="padding-left: 40px;"><i>* Absolute majority required.</i></p> <p>(2) <i>Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.</i></p> <p>(3) <i>The grant of a concession under subsection (1)(b) may be subject to any conditions determined by the local government.</i></p> <p>(4) <i>Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer

Chief Executive Officer's Sub Delegation to	Director Corporate and Community Services Director Development and Regulatory Services Director Engineering Services
Conditions on Delegations (if any)	<ol style="list-style-type: none">1. Sub-delegates may only write off or waive fees and charges related to their operational areas and responsibilities.2. Limited to individual or cumulative debts valued below \$500 To be exercised in accordance with the Town's Policies and Local Laws.

1.15 Investing Funds not Required	
Function Delegated	The authority to invest funds held in the Municipal or Trust fund that is not, for the time being, required for any other purpose.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 6.14 Power to invest
	<p>6.14. Power to invest</p> <p>(1) <i>Money held in the municipal fund or the trust fund of a local government that is not, for the time being, required by the local government for any other purpose may be invested as trust funds may be invested under the Trustees Act 1962 Part III.</i></p> <p>(2A) <i>A local government is to comply with the regulations when investing money referred to in subsection (1).</i></p> <p>(2) <i>Regulations in relation to investments by local governments may —</i></p> <p style="padding-left: 40px;">(a) <i>make provision in respect of the investment of money referred to in subsection (1); and</i></p> <p style="padding-left: 40px;">[(b) <i>deleted</i>]</p> <p style="padding-left: 40px;">(c) <i>prescribe circumstances in which a local government is required to invest money held by it; and</i></p> <p style="padding-left: 40px;">(d) <i>provide for the application of investment earnings; and</i></p> <p style="padding-left: 40px;">(e) <i>generally provide for the management of those investments.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Corporate and Community Services Director Engineering Services Finance Manager
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific Policy guidance is contained within: <ul style="list-style-type: none"> • Management of Investments Policy

1.16 Make Agreements with Persons Regarding Payment of Rates	
Function Delegated	Authority to make agreements with persons regarding payment of rates.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 6.49 Agreement as to payment of rates and service charges
	6.49. Agreement as to payment of rates and service charges <i>A local government may accept payment of a rate or service charge due and payable by a person in accordance with an agreement made with the person.</i>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Corporate and Community Services Finance Manager
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific policy guidance is contained within: <ul style="list-style-type: none"> • Rates Recovery Policy

1.17 Action Taken When Rates are Unpaid for at Least Three Years	
Function Delegated	<p>Authority to take possession of land and hold the land against a person having an estate of interest in the land where any rates or service charges in respect of the rateable land have been unpaid for at least three years.</p> <p>Authority to lodge (and withdraw) a caveat to preclude dealings in respect of land where payment of rates or services charges imposed on the land is in arrears.</p>
Statutory Power Delegated	<p><i>Local Government Act 1995</i> Section 6.56 Rates or service charges recoverable in court Section 6.64 Actions to be taken.</p>
	<p>6.56 Rates or service charges recoverable in court</p> <p>(1) <i>If a rate or service charge remains unpaid after it becomes due and payable, the local government may recover it, as well as the costs of proceedings, of any, for that recovery, in a court of competent jurisdiction.</i></p> <p>(2) <i>Rates of service charges due by the same person to the local government may be included in one writ, summons, or other process.</i></p> <p>6.64. Actions to be taken</p> <p>(1) <i>If any rates or service charges which are due to a local government in respect of any rateable land have been unpaid for at least 3 years the local government may, in accordance with the appropriate provisions of this Subdivision take possession of the land and hold the land as against a person having an estate or interest in the land and —</i></p> <p style="margin-left: 40px;">(a) <i>from time to time lease the land; or</i></p> <p style="margin-left: 40px;">(b) <i>sell the land; or</i></p> <p style="margin-left: 40px;">(c) <i>cause the land to be transferred to the Crown; or</i></p> <p style="margin-left: 40px;">(d) <i>cause the land to be transferred to itself.</i></p> <p>(2) <i>On taking possession of any land under this section, the local government is to give to the owner of the land such notification as is prescribed and then to affix on a conspicuous part of the land a notice, in the form or substantially in the form prescribed.</i></p>

	<i>(3) Where payment of rates or service charges imposed in respect of any land is in arrears the local government has an interest in the land in respect of which it may lodge a caveat to preclude dealings in respect of the land, and may withdraw caveats so lodged by it.</i>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Nil
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific Policy guidance contained within: <ul style="list-style-type: none"> • Rates Recovery Policy

1.18 Dealing with Objections to the Rates Record	
Function Delegated	Authority to extend the time for a person to make an objection to a rate record. Authority to consider an objection to a rate record and either allow it or disallow it wholly or in part.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 6.76 (4,5 and 6) Grounds for objection
	6.76. Grounds of objection (4) <i>The local government may, on application by a person proposing to make an objection, extend the time for making the objection for such period as it thinks fit.</i> (5) <i>The local government is to promptly consider any objection and may either disallow it or allow it, wholly or in part.</i> (6) <i>After making a decision on the objection the local government is to promptly serve upon the person by whom the objection was made written notice of its decision on the objection and a statement of its reason for that decision.</i>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Corporate and Community Services (Appeal right remains to the Chief Executive Officer)
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. The original decision maker is not to be the person who reviews an appeal.

1.19 Appointment of Authorised Persons	
Function Delegated	<p>Authority to appoint persons or classes or persons for the purposes of fulfilling prescribed functions within the <i>Local Government Act 1995</i> and other Acts, Regulations and Local Laws as listed below:</p> <ul style="list-style-type: none"> • <i>Litter Act 1979</i> • <i>Bush Fires Act 1954</i> • <i>Local Government (Miscellaneous Provisions) Act 1960</i> • <i>Control of Vehicles (Off Road Areas) Act 1978</i> • <i>Beach and Beach Reserves Local Law 2012</i> • <i>Dogs Local Law 2023</i> • <i>Fencing Local Law 2001</i> • <i>Local Government Property Local Law 2001</i> • <i>Parking and Parking Facilities Local Law 2023.</i> • <i>Local Government (Uniform Local Provisions) Regulations 1996</i>
Statutory Power Delegated	<p><i>Local Government Act 1995</i> Section 9.10 Appointment of authorised persons</p>
	<p>9.10. Appointment of authorised persons</p> <p>(1) <i>The local government may, in writing, appoint persons or classes of persons to be authorised for the purposes of performing particular functions.</i></p> <p>(2) <i>The local government is to issue to each person so authorised a certificate stating that the person is so authorised, and the person is to produce the certificate whenever required to do so by a person who has been or is about to be affected by any exercise of authority by the authorised person.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<p><i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer</p>
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Nil
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

1.20 Power to Sign	
Function Delegated	Power to sign documents required by Landgate or Department of Lands, to access or update records for administrative purposes.
Statutory Power Delegated	<i>Local Government Act 1995</i> Section 9.49A Execution of Documents
	<p>9.49A. Execution of documents</p> <p>(1) A document is duly executed by a local government if —</p> <p>(a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or</p> <p>(b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.</p> <p>(2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.</p> <p>(3) The common seal of the local government is to be affixed to a document in the presence of —</p> <p>(a) the mayor or president; and</p> <p>(b) the chief executive officer or a senior employee authorised by the chief executive officer,</p> <p>each of whom is to sign the document to attest that the common seal was so affixed.</p> <p>(4) A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.</p> <p>(5) A document executed by a person under an authority under subsection (4) is not to be regarded as a deed unless the person executes it as a deed and is permitted to do so by the authorisation.</p> <p>(6) A document purporting to be executed in accordance with this section is to be presumed to be duly executed unless the contrary is shown.</p> <p>(7) When a document is produced bearing a seal purporting to be the common seal of the local government, it is to be</p>

	<i>presumed that the seal is the common seal of the local government unless the contrary is shown.</i>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Nil
Conditions on Delegations (if any)	This delegation is limited to the signing of the following documents; <ul style="list-style-type: none"> • Applications for duplicate documents from LandGate; • Easements required as a result of a planning condition imposed on a Development Approval; • Restrictive Covenants in favour of the Town of Cottesloe that result from a condition on a Development Approval; • Easements or restrictive covenants in favour of the Town required to satisfy a condition imposed by the WA Planning Commission on a subdivision/amalgamation approval; • Any document required to register a lease (or other agreement) where the lease document (or other agreement) has been approved by Council.

1.21 Attendance at Events and Functions	
Function Delegated	Approval of elected members to attend events or functions of a minor nature in terms of cost, or where short notice does not permit full Council approval to be obtained. The following criteria must be met: <ul style="list-style-type: none"> • The total cost of attendance is to be \$500 or less, and • The notice provided must be such that there is not the ability to have the request for attendance submitted to an Ordinary meeting of Council.
Statutory Power Delegated	<i>Local Government Act 1995</i> Council Policy Pol/106
	<p><i>In making a decision on attendance at an event, the CEO should consider:</i></p> <ol style="list-style-type: none"> <i>who is providing the invitation or ticket to the event;</i> <i>the location of the event in relation to the Town of Cottesloe</i> <i>the role of the Elected Member or CEO when attending the event (participant, observer, presenter) and value of their contribution;</i> <i>whether the event is sponsored by the local government;</i> <i>the benefit of Town of Cottesloe representation at the event;</i> <i>the number of invitations/tickets received; and</i> <i>the cost to attend the event, including the cost of the ticket/s (or estimated value of the event per invitation) and any other expenses such as travel and accommodation.</i> <i>that it is not to restrict the ability to participate in Council meetings or to be used as a mechanism to avoid conflict of interest provisions where significant matters are likely to come before Council from the provider of the invitation.</i> <p><i>Decisions to attend events in accordance with this Policy may be made by simple majority or by the CEO in accordance with this delegation.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Policy Pol/106

Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Nil
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

2. Local Government (Financial Management) Regulations 1996

2.1 Power to Make Payments from the Municipal and Trust Funds	
Function Delegated	The authority to make payments from the Municipal and Trust funds.
Statutory Power Delegated	<i>Local Government (Financial Management) Regulations 1996</i> Section 12(1)(a) Payments From Municipal Fund and Trust Fund, Restrictions on Making
	<p>12. Payments from municipal fund or trust fund, restrictions on making</p> <p>(1) A payment may only be made from the municipal fund or the trust fund —</p> <p>(a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or</p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer Section 5.43 Limitations on delegation to the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Corporate and Community Services Director Engineering Services Director Development and Regulatory Services Finance Manager
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies, Local Laws and adopted Budget.

3. Local Government (Uniform Local Provisions) Regulation 1996

3.1 Obstruction of Public Thoroughfare by Things Placed and Left	
Function Delegated	<p>Authority to:</p> <ol style="list-style-type: none"> 1. Determine a sum sufficient for a deposit to cover the cost of repairing damage to the thoroughfare resulting from granting permission for obstruction of a thoroughfare, if the damage is not made good by the applicant. 2. Determine if protective structures, necessary for public safety, are kept and maintained to the satisfaction of the local government. 3. Determine if repair of damage to a thoroughfare is to the satisfaction of the local government.
Statutory Power Delegated	<p><i>Local Government (Uniform Local Provisions) Regulation 1996</i> Regulation 6 Obstruction of public thoroughfare by things placed and left</p>
	<p>6. Obstruction of public thoroughfare by things placed and left — Sch. 9.1 cl. 3(1)(a)</p> <p>(1) <i>A person must not, without lawful authority, place on a public thoroughfare anything that obstructs it.</i> <i>Penalty: a fine of \$5 000 and a daily penalty of \$500 for each day during which the obstruction continues.</i></p> <p>(2) <i>A person may apply to the local government for permission to place on a specified part of public thoroughfare one or more specified things that may obstruct the public thoroughfare.</i></p> <p>(3) <i>Permission granted by the local government under this regulation —</i></p> <ol style="list-style-type: none"> (a) <i>must be in writing; and</i> (b) <i>must specify the period for which it is granted; and</i> (c) <i>must specify each condition imposed under subregulation (4); and</i> (d) <i>may be renewed from time to time; and</i> (e) <i>may be cancelled by giving written notice to the person to whom the permission was granted.</i> <p>(4) <i>The local government may impose such conditions as it thinks fit on granting permission under this regulation including, but not limited to, any of the following —</i></p>

	<p>(a) conditions relating to the erection of hoardings, fences, walkways or other structures for the protection of the public thoroughfare or public safety (protective structures);</p> <p>(b) conditions about the placement of things in the public thoroughfare including conditions about the depositing of building materials or waste, or storage or other facilities in the public thoroughfare;</p> <p>(c) a condition imposing a charge for any damage to the public thoroughfare resulting from the placement of a thing on the public thoroughfare;</p> <p>(d) a condition requiring the applicant to deposit with the local government a sum sufficient in the opinion of the CEO of the local government to cover the cost of repairing damage to the public thoroughfare resulting from the placement of a thing or a protective structure, on the basis that the local government may retain from that sum the amount required for the cost of repairs by the local government if the damage is not made good by the applicant.</p> <p>(5) It is a condition of the permission granted under this regulation that —</p> <p>(a) placed things and protective structures are sufficiently illuminated every night from sunset to sunrise to prevent mishaps; and</p> <p>(b) protective structures are kept and maintained in good condition, to the satisfaction of the CEO of the local government, during such time as the CEO thinks necessary for the public safety and convenience; and</p> <p>(c) placed things or protective structures are removed within a reasonable time after the person granted the permission is required in writing to do so by the local government; and</p> <p>(d) damage to the public thoroughfare resulting from the placement of a thing or a protective structure is repaired to the satisfaction of the CEO of the local government within a reasonable time after the person granted the permission is required in writing to do so by the local government.</p>
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	<p>(6) <i>The local government may, when renewing permission granted under this regulation or at any other time, vary any condition imposed by it under subregulation (4) and the variation takes effect when written notice of it is given to the person to whom the permission was granted.</i></p> <p>(7) <i>A person granted permission under this regulation must comply with each condition of the permission.</i> <i>Penalty: a fine of \$5 000 and a daily penalty of \$500 for each day during which the offence continues.</i></p> <p>(8) <i>The local government may charge a person granted permission under this regulation a fee of not more than \$1.00 for each month or part of a month for each m² of public thoroughfare that is enclosed by a hoarding or fence in accordance with the permission.</i></p> <p>(9) <i>For the purposes of section 3.37 of the Act, a contravention of subregulation (1) or (7) is a contravention that can lead to impounding of goods comprising a placed and left thing or structure.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<p><i>Local Government Act 1995</i></p> <p>Section 5.42 Delegation of some powers or duties of the Chief Executive Officer</p> <p>Section 5.44 Chief Executive Officer may delegate powers and duties to other employees</p>
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	<p>Director Development and Regulatory Services</p> <p>Director Engineering Services</p> <p>Manager Building and Health</p> <p>Manager Planning</p> <p>Coordinator Ranger Services</p> <p>Town Rangers</p> <p>Compliance Officer</p> <p>Regulatory Compliance Officer</p>
Conditions on Delegations (if any)	<p>To be exercised in accordance with the Town's Policies and Local Laws.</p> <p>Specific guidance is contained within;</p> <ul style="list-style-type: none"> • Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law

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3.2 Obstruction of Public Thoroughfare by Fallen Things	
Function Delegated	The authority to request the person who is the owner or occupier of the land to remove anything that has fallen from the land, or from anything on the land and is obstructing a public thoroughfare.
Statutory Power Delegated	<i>Local Government (Uniform Local Provisions) Regulation 1996</i> Regulation 7(A) Obstruction of Public Thoroughfare by Fallen Things
	<p>7A. Obstruction of public thoroughfare by fallen things — Sch. 9.1 cl. 3(1)(b)</p> <p><i>A person who is the owner or occupier of land must, when requested by the local government to do so, remove any thing that —</i></p> <p style="padding-left: 40px;"><i>(a) has fallen from the land, or from anything on the land; and</i></p> <p style="padding-left: 40px;"><i>(b) is obstructing a public thoroughfare.</i></p> <p><i>Penalty: a fine of \$5 000 and a daily penalty of \$500 for each day during which the offence continues.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Director Engineering Services Manager Building and Health Manager Planning Coordinator Ranger Services Town Rangers Compliance Officer Regulatory Compliance Officer
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific guidance is contained within: <ul style="list-style-type: none"> • Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law

3.3 Encroaching of Public Thoroughfare	
Function Delegated	The power to request a person who is the owner of land on which a structure is erected, or a tree or other plant is growing, to remove any part of the structure, tree or plant that is encroaching, without lawful authority, on a public thoroughfare.
Statutory Power Delegated	<i>Local Government (Uniform Local Provisions) Regulation 1996 Regulation 7 Encroaching on Public Thoroughfare</i>
	<p>7. Encroaching on public thoroughfare — Sch. 9.1 cl. 3(2)</p> <p><i>A person who is the owner or occupier of land on which a structure is erected or a tree or other plant is growing must, when requested by the local government to do so, remove any part of the structure, tree or plant that is encroaching, without lawful authority, on a public thoroughfare.</i></p> <p><i>Penalty: a fine of \$5 000 and a daily penalty of \$500 for each day during which the offence continues.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Director Engineering Services Manager Building and Health Manager Planning Coordinator Ranger Services Town Rangers Compliance Officer Regulatory Compliance Officer
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

3.4 Dangerous Excavation in or Near Public Thoroughfare	
Function Delegated	<p>Authority to fill in or fence an excavation or request the owner or occupier to fill in or fence an excavation, on land that adjoins a thoroughfare if it considered to be dangerous.</p> <p>Grant permission, and impose conditions as though fit, to make or make leave an excavation of specified dimensions and in a specified way in a specified part or a public thoroughfare or on a specified part of land adjoining a public thoroughfare.</p>
Statutory Power Delegated	<p><i>Local Government (Uniform Local Provisions) Regulation 1996 Regulation 11(4),(6) and (8) Dangerous excavation in or near public thoroughfare.</i></p>
	<p>11. Dangerous excavation in or near public thoroughfare — Sch. 9.1 cl. 6</p> <p>(1) <i>If there is, in a public thoroughfare or land adjoining a public thoroughfare, an excavation that the local government considers to be dangerous, the local government may —</i></p> <p style="padding-left: 40px;">(a) <i>fill in or fence the excavation; or</i></p> <p style="padding-left: 40px;">(b) <i>in writing request the owner or occupier of the land to fill in or securely fence the excavation.</i></p> <p>(2) <i>A person to whom a request is made under subregulation (1)(b) must comply with the request.</i></p> <p><i>Penalty: a fine of \$5 000.</i></p> <p>(3) <i>A person must not, without lawful authority, make or make and leave an excavation in a public thoroughfare or land adjoining a public thoroughfare.</i></p> <p><i>Penalty: a fine of \$5 000 and a daily penalty of \$500 for each day during which the offence continues.</i></p> <p>(4) <i>A person may apply to the local government for permission to make or make and leave an excavation of specified dimensions and in a specified way in a specified part of a public thoroughfare or on a specified part of land adjoining a public thoroughfare.</i></p> <p>(5) <i>Permission granted by the local government under this regulation —</i></p> <p style="padding-left: 40px;">(a) <i>must be in writing; and</i></p> <p style="padding-left: 40px;">(b) <i>must specify the period for which it is granted; and</i></p> <p style="padding-left: 40px;">(c) <i>must specify each condition imposed under subregulation (6); and</i></p>

	<p>(d) <i>may be renewed from time to time; and</i></p> <p>(e) <i>may be cancelled by giving written notice to the person to whom the permission was granted.</i></p> <p>(6) <i>The local government may impose such conditions as it thinks fit on granting permission under this regulation including, but not limited to, any of the following —</i></p> <p>(a) <i>conditions relating to the erection of hoardings, fences, walkways or other structures for the protection of the public thoroughfare, adjoining land or public safety (protective structures);</i></p> <p>(b) <i>a condition imposing a charge for any damage to the public thoroughfare or adjoining land resulting from the excavation;</i></p> <p>(c) <i>a condition requiring the applicant to deposit with the local government a sum sufficient in the opinion of the CEO of the local government to cover the cost of repairing damage to the public thoroughfare or adjoining land resulting from the excavation or a protective structure, on the basis that the local government may retain from that sum the amount required for the cost of repairs by the local government if the damage is not made good by the applicant.</i></p> <p>(7) <i>It is a condition of the permission granted under this regulation that —</i></p> <p>(a) <i>the excavation is securely fenced off from the public thoroughfare or adjoining land; and</i></p> <p>(b) <i>protective structures are sufficiently illuminated every night from sunset to sunrise to prevent mishaps; and</i></p> <p>(c) <i>protective structures are kept and maintained in good condition, to the satisfaction of the CEO of the local government, during such time as the CEO thinks necessary for the public safety and convenience; and</i></p> <p>(d) <i>the excavation is filled in or protective structures are removed within a reasonable time after the person granted the permission is required in writing to do so by the local government; and</i></p> <p>(e) <i>damage to the public thoroughfare or adjoining land resulting from the excavation or a protective</i></p>
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	<p><i>structure is repaired to the satisfaction of the CEO of the local government within a reasonable time after the person granted the permission is required in writing to do so by the local government.</i></p> <p>(8) <i>The local government may, when renewing permission granted under this regulation or at any other time, vary any condition imposed by it under subregulation (6) and the variation takes effect when written notice of it is given to the person to whom the permission was granted.</i></p> <p>(9) <i>A person granted permission under this regulation must comply with each condition of the permission.</i></p> <p><i>Penalty: a fine of \$5 000 and a daily penalty of \$500 for each day during which the offence continues.</i></p> <p>(10) <i>The local government may charge a person granted permission under this regulation a fee of not more than \$1.00 for each month or part of a month for each m² of public thoroughfare that is enclosed by a hoarding or fence in accordance with the permission.</i></p> <p>(11) <i>For the purposes of section 3.37 of the Act, a contravention of subregulation (3) or (9) is a contravention that can lead to impounding of goods comprising a protective structure or other thing placed in or near the excavation.</i></p>
Power Originally Assigned To	Local Government
Statutory Power of Delegation	Local Government Act 1995 Section 5.42 Delegation of some powers or duties of the Chief Executive Officer Section 5.44 Chief Executive Officer may delegate powers and duties to other employees
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Director Engineering Services Manager Projects and Assets Manager Parks and Operations Manager Building and Health Manager Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

Statutory Delegations – Other Legislation

4. Dog Act 1976cate

4.1 Appointment of Authorised Persons	
Function Delegated	Authority to appoint persons to exercise the powers conferred on an authorised person by the <i>Dog Act 1976</i> .
Statutory Power Delegated	<p><i>Dog Act 1976</i></p> <p><i>The Dog Act 1976 confers a range of powers on a person once authorised, including but not limited to;</i></p> <ul style="list-style-type: none"> • <i>The power to seize dogs;</i> • <i>The power to issue infringements for breaches of the Act;</i> • <i>The power to initiate prosecutions; and</i> • <i>The power to declare a dog a dangerous dog.</i> • <i>Registration of dogs</i>
	<p>29. Power to seize dogs</p> <p><i>(1) A local government shall, in writing, appoint persons to exercise on behalf of the local government the powers conferred on an authorised person by this Act.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Dog Act 1976</i> Section 10AA Delegation of local government powers and duties
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

5. Cat Act 2011

5.1 Appointment of Authorised Persons	
Function Delegated	The authority to: <ol style="list-style-type: none"> 1. Appoint persons or classes of person to be authorised for the purposes of performing particular functions under the <i>Cat Act 2011</i>. 2. Determine the conditions on any authorisation. 3. Cancel or vary an authorisation.
Statutory Power Delegated	<i>Cat Act 2011</i> Section 48 Authorised Persons
	<p>48. Authorised persons</p> <p>(1) <i>A local government may, in writing, appoint persons or classes of persons to be authorised for the purposes of performing particular functions under this Act.</i></p> <p>(2) <i>A person who is not an employee of a local government cannot be appointed to be an authorised person for the purposes of section 62.</i></p> <p>(3) <i>An authorisation under this section may be made on such conditions as the local government determines, in writing given to the authorised person.</i></p> <p>(4) <i>The local government may, in writing given to the authorised person, at any time, cancel an authorisation under this section or add, vary or cancel a condition of an authorisation.</i></p> <p>(5) <i>The local government is to issue to each authorised person appointed under subsection (1) a certificate stating that the person is an authorised person for the purposes of this Act.</i></p> <p>(6) <i>An authorised person appointed under subsection (1) must —</i></p> <ol style="list-style-type: none"> (a) <i>carry the certificate at all times when exercising powers or performing functions as an authorised person; and</i> (b) <i>produce for inspection the certificate at the reasonable request of any person; and</i> (c) <i>if he or she ceases to be an authorised person, return the certificate to the local government as soon as is practicable.</i> <p><i>Penalty: a fine of \$5 000.</i></p>

Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Cat Act 2011</i> Section 44 Delegation by Local Government Section 45 Delegation by Chief Executive Officer of local government
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

6. Food Act 2008

6.1 Prohibition Order	
Function Delegated	Authority to serve a Prohibition Order on the proprietor of a food business in accordance with Section 65 of the <i>Food Act 2008</i> .
Statutory Power Delegated	<i>Food Act 2008</i> Section 65 Prohibition Order
	<p>65. Prohibition order</p> <p>(1) <i>If the CEO or another enforcement agency believes on reasonable grounds —</i></p> <p style="padding-left: 20px;">(a) <i>that any of the circumstances specified in section 62(a), (b), (c) or (d) exist; and</i></p> <p style="padding-left: 20px;">(b) <i>that —</i></p> <p style="padding-left: 40px;">(i) <i>the proprietor of a food business has not complied with an improvement notice within the time required by section 63 for compliance; or</i></p> <p style="padding-left: 40px;">(ii) <i>the issue of the order is necessary to prevent or mitigate a serious danger to public health,</i></p> <p><i>the CEO or other enforcement agency may serve a prohibition order on the proprietor of the food business in accordance with this Part.</i></p> <p>(2) <i>A prohibition order must take the form of an order that —</i></p> <p style="padding-left: 20px;">(a) <i>no food intended for sale is to be handled on specified premises or a specified part of specified premises;</i></p> <p style="padding-left: 20px;">(b) <i>no food intended for sale is to be conveyed in a specified vehicle;</i></p> <p style="padding-left: 20px;">(c) <i>specified equipment is not to be used in connection with food intended for sale;</i></p> <p style="padding-left: 20px;">(d) <i>no food intended for sale is to be handled by a food business in a specified way or for a specified purpose; or</i></p> <p style="padding-left: 20px;">(e) <i>no other specified activities in relation to food intended for sale are to be carried out on specified premises or a specified part of specified premises, until the proprietor of the food business has been given a certificate of clearance under section 66 stating that —</i></p>

	<p>(f) <i>the premises, part of the premises, vehicle or equipment may be used for the handling or conveyance of food intended for sale, or in connection with such food;</i></p> <p>(g) <i>food intended for sale may be handled in the specified way or for the specified purpose; or</i></p> <p>(h) <i>the specified activities in relation to food intended for sale may be carried out,</i></p> <p><i>as the case may be.</i></p> <p>(3) <i>A prohibition order must state that it is issued under this section.</i></p> <p>(4) <i>A prohibition order may include ancillary or incidental directions.</i></p>
Power Originally Assigned To	Enforcement Agency (the Local Government)
Statutory Power of Delegation	<i>Food Act 2008</i> Section 118 Functions of enforcement agencies and delegation
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Environmental Health Officers
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

6.2 Certificate of Clearance of Prohibition Order	
Function Delegated	Authority to give a Certificate of Clearance, where inspection demonstrates compliance with a Prohibition Order and any Improvement Notices.
Statutory Power Delegated	<i>Food Act 2008</i> Section 66 Certificate of clearance to be given in certain circumstances
	<p>66. Certificate of clearance to be given in certain circumstances</p> <p><i>The CEO or other enforcement agency that made the prohibition order must give a certificate of clearance if, after an inspection of the premises, part of the premises, vehicle or equipment, or the handling of food in the way or for the purpose, or the activities, specified in the order, the CEO or agency finds, by the CEO's or agency's own inspection or the report of an authorised officer, that —</i></p> <ul style="list-style-type: none"> <i>(a) the premises are not, or the part of the premises, vehicle or equipment, or the handling of food by the food business in the specified way or for the specified purpose, or the carrying out of the specified activities is not, a serious danger to public health; and</i> <i>(b) the person on whom the prohibition order was served has complied with the prohibition order and any improvement notices served on the person.</i>
Power Originally Assigned To	Enforcement Agency (The Local Government)
Statutory Power of Delegation	<i>Food Act 2008</i> Section 118 Functions of enforcement agencies and delegation
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Environmental Health Officers
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

6.3 Registration of Food Businesses	
Function Delegated	Authority to Register a Food Business.
Statutory Power Delegated	<i>Food Act 2008</i> Section 110 Registration of food businesses
	<p>110. Registration of food businesses</p> <p>(1) <i>The appropriate enforcement agency may register a food business in respect of any premises for the purposes of this Part.</i></p> <p>(2) <i>The proprietor of a food business may apply, in the approved form, to the appropriate enforcement agency for the registration of the food business in respect of any premises under this Part.</i></p> <p>(3) <i>The application must be accompanied by —</i></p> <ul style="list-style-type: none"> (a) <i>if required by the appropriate enforcement agency — the design and fit-out specifications, in a form approved by the appropriate enforcement agency, of the premises, if food is to be handled in the course of conducting the food business at those premises;</i> (b) <i>any other information that the appropriate enforcement agency requires to determine the priority classification of the food business; and</i> (c) <i>subject to subsection (4), the fee, if any, prescribed by the regulations.</i> <p>(4) <i>If the appropriate enforcement agency is a local government —</i></p> <ul style="list-style-type: none"> (a) <i>any fee prescribed by the regulations for the purposes of subsection (3)(c) does not apply to an application to the agency under this section; and</i> (b) <i>the fee for an application to the agency under this section may be imposed and recovered by the agency under the Local Government Act 1995 Part 6 Division 5 Subdivision 2.</i> <p>(5) <i>The appropriate enforcement agency may, after considering an application for registration —</i></p> <ul style="list-style-type: none"> (a) <i>grant the application, with or without conditions; or</i> (b) <i>refuse the application.</i>

	<p>(6) <i>If the appropriate enforcement agency grants an application for registration, the appropriate enforcement agency must issue the applicant with a certificate of registration, in the approved form, that specifies the premises in respect of which the registration is granted and sets out any conditions to which the registration is subject.</i></p> <p>(7) <i>A condition to which the registration is subject may relate only to compliance with this Act.</i></p> <p>(8) <i>If the appropriate enforcement agency refuses an application for the registration of a food business in respect of any premises, the appropriate enforcement agency must give notice of the refusal in writing to the applicant setting out the reasons for the refusal.</i></p>
Power Originally Assigned To	Enforcement Agency (The Local Government)
Statutory Power of Delegation	<i>Food Act 2008</i> Section 118 Functions of enforcement agencies and delegation
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Environmental Health Officers
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

6.4 Variation of Conditions of Cancellation of Registration of Food Businesses	
Function Delegated	Authority to vary the conditions of cancellation of registration of a food business.
Statutory Power Delegated	<i>Food Act 2008</i> Section 112 Variation of conditions or cancellation of registration of food businesses
	<p>112. Variation of conditions or cancellation of registration of food businesses</p> <p>(1) <i>The appropriate enforcement agency may vary the conditions of, or cancel, the registration of a food business in respect of any premises under this Part.</i></p> <p>(2) <i>The registration of a food business in respect of any premises may be cancelled on one or more of the following grounds —</i></p> <p style="padding-left: 40px;">(a) <i>any annual or other fee —</i></p> <p style="padding-left: 80px;">(i) <i>prescribed by the regulations in relation to the registration of the food business in respect of those premises has not been paid by the time the regulations require the payment to be made; or</i></p> <p style="padding-left: 80px;">(ii) <i>if subsection (3) applies — imposed by the appropriate enforcement agency in relation to the registration of the food business in respect of those premises has not been paid by the time the agency requires the payment to be made;</i></p> <p style="padding-left: 40px;">(b) <i>the food business has ceased to be conducted at those premises;</i></p> <p style="padding-left: 40px;">(c) <i>at the request of the holder of the certificate of registration that specifies those premises.</i></p> <p>(3) <i>If the appropriate enforcement agency is a local government, then for the purposes of subsection (2)(a) in relation to the registration of a food business in respect of any premises —</i></p> <p style="padding-left: 40px;">(a) <i>any annual or other fee prescribed by the regulations for the purposes of that provision does not apply to the registration of the food business in respect of those premises by the agency; and</i></p>

	<p>(b) <i>an annual or other fee in relation to the registration of the food business in respect of those premises by the agency —</i></p> <p>(i) <i>may be imposed and recovered by the agency under the Local Government Act 1995 Part 6 Division 5 Subdivision 2; and</i></p> <p>(ii) <i>must be paid by the time the agency requires the payment to be made.</i></p> <p>(4) <i>The appropriate enforcement agency may vary the conditions of, or cancel, the registration of a food business in respect of any premises only —</i></p> <p>(a) <i>after having given the holder of the certificate of registration that specifies those premises —</i></p> <p>(i) <i>written reasons for the agency’s intention to vary or cancel; and</i></p> <p>(ii) <i>an opportunity to make submissions;</i> <i>and</i></p> <p>(b) <i>after having considered any submissions duly made by that person.</i></p> <p>(5) <i>Subsection (4) does not apply to the cancellation of the registration at the request of the holder of the certificate of registration that specifies the relevant premises.</i></p> <p>(6) <i>A variation of the conditions of, or the cancellation of, the registration of a food business in respect of any premises —</i></p> <p>(a) <i>must be by notice in writing;</i></p> <p>(b) <i>must be served on the holder of the certificate of registration that specifies those premises; and</i></p> <p>(c) <i>takes effect on the day on which the notice is served or on a later day specified in the notice.</i></p>
Power Originally Assigned To	Enforcement Agency (The Local Government)
Statutory Power of Delegation	<i>Food Act 2008</i> Section 118 Functions of enforcement agencies and delegation
Power Delegated To	Chief Executive Officer
Chief Executive Officer’s Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Environmental Health Officers
Conditions on Delegations (if any)	To be exercised in accordance with the Town’s Policies and Local Laws.

6.5 Appoint Authorised Officers and Designated Officer to Carry Out the Provisions of the Act	
Function Delegated	The authority to appoint authorised and designated officers.
Statutory Power Delegated	<i>Food Act 2008</i> 122 Appointment of Authorised Officers <u>Note: The local government is the enforcement agency under the Food Act 2008</u>
	<p>122. Appointment of authorised officers</p> <p>(1) <i>An enforcement agency may appoint a person to be an authorised officer for the purposes of this Act if —</i></p> <p style="padding-left: 40px;">(a) <i>the enforcement agency, having regard to any guidelines issued by the CEO under subsection (2), considers the person has appropriate qualifications and experience to perform the functions of an authorised officer; or</i></p> <p style="padding-left: 40px;">(b) <i>the person holds office as an environmental health officer under the Health Act 1911.</i></p> <p>(2) <i>The CEO may issue guidelines that describe the qualifications and experience that are appropriate for a person to be appointed as an authorised officer.</i></p> <p>(3) <i>Each enforcement agency must prepare and maintain a list of authorised officers appointed by the agency.</i></p>
Power Originally Assigned To	Enforcement Agency (The Local Government)
Statutory Power of Delegation	<i>Food Act 2008</i> Section 118 Functions of enforcement agencies and delegation
Power Delegated To	<u>Chief Executive Officer</u>
Chief Executive Officer's Sub Delegation to	Nil
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

6.6 Certificates of Authority	
Function Delegated	The power to issue authorised and designated officers with certificates of authority.
Statutory Power Delegated	<i>Food Act 2008</i> 123 Certificates of authority
	<p>123. Certificates of authority</p> <p>(1) <i>An enforcement agency must provide each authorised officer appointed by the agency with a certificate of authority as an authorised officer.</i></p> <p>(2) <i>The certificate of authority must —</i></p> <ul style="list-style-type: none"> (a) <i>state that it is issued under this Act;</i> (b) <i>state the name of the person to whom it is issued and bear a photograph or digital image of that person and the person's signature;</i> (c) <i>state the date, if any, on which it expires;</i> (d) <i>specify any conditions or limitations to which the person's authority is subject; and</i> (e) <i>bear the signature of the person by whom it is issued and state the capacity in which the person is acting in issuing the certificate.</i> <p>(3) <i>An authorised officer is required to produce the certificate of authority —</i></p> <ul style="list-style-type: none"> (a) <i>if asked to do so by the proprietor of a food business whose premises are entered by the authorised officer; or</i> (b) <i>if asked to do so by a person whom the authorised officer requires to produce anything or to answer any question.</i>
Power Originally Assigned To	Enforcement Agency (The Local Government)
Statutory Power of Delegation	<i>Food Act 2008</i> Section 118 Functions of enforcement agencies and delegation
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Nil
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

6.7 Institution of Proceedings	
Function Delegated	The power to institute legal proceedings on a person or corporate body for non-compliance with the Act.
Statutory Power Delegated	<i>Food Act 2008</i> Section 125 Institution of Proceedings
	<p>125. Institution of proceedings</p> <p>(1) <i>Proceedings for an offence under this Act may only be instituted —</i></p> <p style="padding-left: 40px;">(a) <i>unless paragraph (b) applies — within 12 months after the date on which the offence is alleged to have been committed; or</i></p> <p style="padding-left: 40px;">(b) <i>if the proceedings are in respect of a sample of food — within 6 months after the date on which the sample was obtained.</i></p> <p>(2) <i>The court may extend the time referred to in subsection (1) for the institution of proceedings.</i></p>
Power Originally Assigned To	Enforcement Agency (The Local Government)
Statutory Power of Delegation	<i>Food Act 2008</i> Section 118 Functions of enforcement agencies and delegation
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

7. Regulatory Services

7.1 Graffiti Vandalism Act 2016	
Function Delegated	Giving notices to remove or removing graffiti on private property.
Statutory Power Delegated	<i>Graffiti Vandalism Act 2016</i> Sections 16 to 18
	<p>16. Delegation by local government</p> <p>(1) <i>The local government may delegate to its CEO the exercise of any of its powers or the discharge of any of its duties under another provision of this Part.</i></p> <p>(2) <i>A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.</i></p> <p>(3) <i>A decision to delegate under this section is to be made by an absolute majority.</i></p> <p>17. Delegation by CEO of local government</p> <p>(1) <i>A CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under another provision of this Part other than this power of delegation.</i></p> <p>(2) <i>A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.</i></p> <p>(3) <i>This section extends to a power or duty the exercise or discharge of which has been delegated by a local government to the CEO under section 16, but in the case of such a power or duty —</i></p> <p style="padding-left: 40px;">(a) <i>the CEO's power under this section to delegate the exercise of that power or the discharge of that duty; and</i></p> <p style="padding-left: 40px;">(b) <i>the exercise of that power or the discharge of that duty by the CEO's delegate,</i></p> <p><i>are subject to any conditions imposed by the local government on its delegation to the CEO.</i></p> <p>(4) <i>Subsection (3)(b) does not limit the CEO's power to impose conditions or further conditions on a delegation under this section.</i></p>

	<p>(5) <i>In subsections (3) and (4) —</i> conditions includes qualifications, limitations or exceptions.</p> <p style="text-align: center;">Division 2 — Notices</p> <p>18. Notice requiring removal of graffiti</p> <p>(1) <i>This section applies to graffiti that is —</i></p> <ul style="list-style-type: none"> (a) <i>applied to property with the consent of the owner or occupier; and</i> (b) <i>visible from a public place; and</i> (c) <i>considered by the local government to be unsightly or offensive.</i> <p>(2) <i>A local government may give a notice in writing to a person who is the owner of property or the occupier of a place on which graffiti described in subsection (1) is applied, requiring the person to ensure that the graffiti is obliterated in a manner acceptable to the local government within a time set out in the notice.</i></p> <p>(3) <i>If the notice is given to an occupier of land who is not the owner of the property, the owner is to be informed in writing that the notice was given.</i></p> <p>(4) <i>A person who is given a notice under subsection (2) is not prevented from complying with it because of the terms on which the land is occupied.</i></p> <p>(5) <i>A person who fails to comply with a notice under subsection (2), without a reasonable excuse, commits an offence.</i></p> <p><i>Penalty:</i></p> <ul style="list-style-type: none"> (a) <i>a fine of \$5 000;</i> (b) <i>a further fine of \$500 in respect of each day or part of a day during which the offence continues.</i>
Power Originally Assigned To	Local Government
Statutory Power of Delegation	<i>Graffiti Vandalism Act 2016</i> Sections 16 to 18
Power Delegated To	Chief Executive Officer

Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

7.2 Public Health Act 2016	
Function Delegated	Authority to designate authorised officers.
Statutory Power Delegated	<i>Public Health Act 2016</i> Section 24 Designating Authorised Officers
	<p>24. Designation of authorised officers</p> <p>(1) <i>An enforcement agency may designate a person or class of persons as authorised officers —</i></p> <p style="padding-left: 40px;">(a) <i>for the purposes of this Act or another specified Act; or</i></p> <p style="padding-left: 40px;">(b) <i>for the purposes of the specified provisions of this Act or another specified Act; or</i></p> <p style="padding-left: 40px;">(c) <i>for the purposes of the provisions of this Act or another specified Act other than the specified provisions of that Act.</i></p> <p>(2) <i>The Chief Health Officer may designate a person or class of persons under subsection (1) only if the person or, as the case requires, the persons in that class are public health officials.</i></p> <p>(3) <i>An enforcement agency that is a local government may designate under subsection (1) —</i></p> <p style="padding-left: 40px;">(a) <i>an environmental health officer or environmental health officers as a class; or</i></p> <p style="padding-left: 40px;">(b) <i>a person who is not an environmental health officer or a class of persons who are not environmental health officers; or</i></p> <p style="padding-left: 40px;">(c) <i>a mixture of the two.</i></p> <p>(4) <i>Enforcement agencies that are local governments may act jointly in the designation of persons or classes of persons as authorised officers.</i></p>
Power Originally Assigned To	Local Government
Statutory Power of Delegation	<i>Public Health Act 2016</i> Section 24 Designating Authorised Officers
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

7.3 Health (Asbestos) Regulations 1992	
Function Delegated	Appointing Authorised and Approved Officers.
Statutory Power Delegated	<i>Health (Asbestos) Regulations 1992</i> Regulation 15D
	<p>15D. Infringement notices</p> <p>(1) <i>The offences specified in Schedule 1 are offences for which an infringement notice may be issued under the Criminal Procedure Act 2004 Part 2.</i></p> <p>(2) <i>The modified penalty specified opposite an offence in Schedule 1 is the modified penalty for that offence for the purposes of the Criminal Procedure Act 2004 section 5(3).</i></p> <p>(3) <i>The Chief Health Officer may, in writing, appoint persons or classes of persons to be authorised officers or approved officers for the purposes of the Criminal Procedure Act 2004 Part 2.</i></p> <p>(4) <i>The Chief Health Officer must issue to each authorised officer a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices.</i></p> <p>(5) <i>A local government may, in writing, appoint persons or classes of persons to be authorised officers or approved officers for the purposes of the Criminal Procedure Act 2004 Part 2.</i></p> <p>(6) <i>Each local government that appoints a person as an authorised officer under subregulation (5) must issue to the officer a certificate, badge or identity card identifying the officer as a person authorised to issue infringement notices.</i></p> <p>(7) <i>A local government may delegate a power or duty conferred or imposed on it by this regulation to the chief executive officer of the local government.</i></p> <p>(8) <i>For the purposes of the Criminal Procedure Act 2004 Part 2 —</i></p> <p style="padding-left: 40px;"><i>(a) the prescribed form of an infringement notice is set out in Schedule 2; and</i></p> <p style="padding-left: 40px;"><i>(b) the prescribed form of a notice to withdraw an infringement notice is set out in Schedule 3.</i></p>

Power Originally Assigned To	Local Government
Statutory Power of Delegation	<i>Health (Asbestos) Regulations 1992</i> Regulation 15D
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

8. Liquor Control Act 1988

8.1 Authority to Issue Certificates of Local Government	
Function Delegated	The Power to issue a Section 39 Health Clearance Certificate for premises applying for a liquor licence.
Statutory Power Delegated	<i>Liquor Control Act 1988</i> Section 39 Certificate of Local Government as to whether premises comply with laws
	<p>39. Certificate of local government as to whether premises comply with laws</p> <p>(1) <i>An application made to the licensing authority for the grant or removal of a licence, or for a change in the use or condition of any premises shall be accompanied by a certificate from the local government for the district in which the premises to which the application relates are situated, or are to be situated, unless the licensing authority otherwise determines.</i></p> <p>(2) <i>A certificate referred to in subsection (1) shall state —</i></p> <p style="padding-left: 40px;">(a) <i>whether or not the premises comply with all relevant requirements of —</i></p> <p style="padding-left: 80px;">(i) <i>the Health Act 1911; and</i></p> <p style="padding-left: 80px;">(ia) <i>the Food Act 2008; and</i></p> <p style="padding-left: 80px;">(ii) <i>any written law applying to the sewerage or drainage of those premises; and</i></p> <p style="padding-left: 80px;">(iii) <i>the Local Government Act 1995; and</i></p> <p style="padding-left: 80px;">(iv) <i>the Building Act 2011;</i></p> <p style="padding-left: 40px;"><i>and</i></p> <p style="padding-left: 40px;">(b) <i>where the premises do not so comply, the manner in which the premises could be made to comply or that the premises could not reasonably be made to comply.</i></p> <p>(3) <i>The licensing authority may, where it is satisfied that it is desirable to do so, impose a condition on a licence relating to the submission, or further submission, to the licensing authority of a certificate referred to in subsection (1).</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Liquor Control Act 1988</i>

	Section 39(1) Certificate of Local Government as to Whether Premises Comply with Laws
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific guidance is contained within: <ul style="list-style-type: none">• Liquor (Licensed Premises) Policy

8.2 Authority to Issue Certificates of Local Government	
Function Delegated	The Power to issue a Section 40 planning clearance certificate for premises applying for a liquor licence.
Statutory Power Delegated	<i>Liquor Control Act 1988</i> Section 40 Certificate of Planning Authority as to whether premises complies with planning laws.
	<p>40. Certificate of planning authority as to whether use of premises complies with planning laws</p> <p>(1) <i>An application made to the licensing authority for the grant or removal of a licence, or for a change in the use or condition of any premises must be supported by a certificate from the authority responsible for planning matters in the district in which the premises to which the application relates are situated, or are to be situated, unless the licensing authority otherwise determines.</i></p> <p>(2A) <i>The certificate referred to in subsection (1) is not required to be provided at the same time as the application but the application cannot be granted until the certificate has been provided to the licensing authority, unless the licensing authority otherwise determines.</i></p> <p>(2) <i>A certificate referred to in subsection (1) shall state that the proposed use of the premises —</i></p> <ul style="list-style-type: none"> <i>(a) will comply with the requirements of the written laws relating to planning specified; or</i> <i>(b) would comply with the requirements specified if consent were to be given by a specified authority, if it is known whether that authority will give the consent, and what specified conditions or specifications should be, or are likely to be, imposed; or</i> <i>(c) will not comply with the requirements specified for the reasons specified.</i> <p>(3) <i>In this section —</i> specified <i>means specified in the planning certificate.</i></p> <p>(4) <i>The licensing authority may, where it is satisfied that it is desirable to do so, impose a condition on a licence relating to the submission, or further submission, to the licensing authority of a certificate referred to in subsection (1).</i></p>

Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Liquor Control Act 1988</i> Section 40(1) Certificate of Planning Authority as to whether premises complies with planning laws
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager of Planning Coordinator Statutory Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific guidance is contained within: <ul style="list-style-type: none"> • Liquor (Licensed Premises) Policy

9. Strata Titles Act 1985

9.1 Granting of Certificate	
Function Delegated	<p>Authority to issue prescribed Strata Title Local Government Certificate Form 15c Certificate of Approval under Section 25 of the <i>Strata Title Act 1985</i>.</p> <p>Power to determine applications for the issuing of a certificate of approval under Section 25 of the <i>Strata Title Act 1985</i> for a plan of subdivision, re-subdivision or consolidation, except those applications that:</p> <ul style="list-style-type: none"> a) Propose the creation of a vacant lot; b) Propose vacant air strata's in multi-tiers strata scheme developments; c) In the opinion of the Western Australian Planning Commission as notified to the relevant local government in writing, or in the opinion of the relevant local government as notified to the Western Australian Planning Commission in writing, relate to: <ul style="list-style-type: none"> i. A type of development; and/or ii. Land within an area <p>which is of state of regional significance, or in respect of which the Western Australian Planning Commission has determined is otherwise in the public interest for the Western Australian Planning Commission to determine the application.</p>
Statutory Power Delegated	<p><i>Strata Titles Act 1985</i> Certificate of Commission</p>
	<p>25. Certificate of Commission</p> <p>(1) <i>Subject to this section, every strata plan and every plan of re-subdivision or consolidation for a strata scheme lodged for registration under this Act shall be accompanied by a certificate of approval given by the Commission unless the proposed subdivision, re-subdivision or consolidation is exempt from the requirement of such a certificate by reason of regulations made under this section.</i></p> <p>(2) <i>The Governor may make regulations providing for the exemption of a proposed subdivision, re-subdivision or consolidation, or subdivisions, re-subdivisions or consolidations of any class or description or in any geographical area, from the requirement of a certificate of</i></p>

	<p><i>approval given by the Commission for the purposes of section 5B, 8A or 9.</i></p> <p><i>(3) An application for a certificate under this section shall be made to the Commission in the prescribed form and manner and, where a building is to be constructed or modified for the purposes of the strata scheme or a proposed strata scheme, the application shall be made prior to the construction or modification of the building unless the Commission otherwise agrees in a particular case.</i></p> <p><i>(4) A certificate granted by the Commission under this section shall certify the approval of the Commission to the subdivision, re-subdivision or consolidation, as the case may be, and shall be in the prescribed form and in the case of an application made prior to construction or modification of a building proposed to be divided into lots under the scheme, the Commission may grant a certificate unconditionally or subject to such conditions as are specified in the certificate.</i></p> <p><i>(5) Without limiting section 25A, sections 135, 136, 146 and 147 of the Planning and Development Act 2005 do not apply to —</i></p> <p><i>(a) a subdivision effected by the registration of a strata plan; or</i></p> <p><i>(b) a re-subdivision effected by a plan of re-subdivision for a strata scheme; or</i></p> <p><i>(c) a consolidation effected by the registration of a plan of consolidation for a strata scheme; or</i></p> <p><i>(d) a transfer converting a lot within a strata scheme to common property.</i></p> <p><i>[(6) deleted]</i></p> <p><i>(7) This section and the giving of a certificate of approval by the Commission for the purposes of this section shall be subject to the requirements of section 78 of the Heritage of Western Australia Act 1990.</i></p> <p><i>(8) No exemption from the requirements of this section shall take effect where the land or any part of the land to which the strata scheme relates is land to which section 78 of the Heritage of Western Australia Act 1990 applies.</i></p>
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	<i>[Section 25 amended by No. 97 of 1990 s. 30; No. 84 of 1994 s. 46; No. 58 of 1995 s. 261; No. 55 of 2004 s. 1114; No. 38 of 2005 s. 15.]</i>
Power Originally Assigned To	Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer <i>Planning and Development Act 2005</i> Section 16 Delegation by Commission
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager of Planning Coordinator Statutory Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

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PLANNING AND DEVELOPMENT ACT 2005
Instrument of Delegation
Del 2009/03 Powers of Local Governments

Delegation to local governments of certain powers and functions of the Western Australian Planning Commission relating to the issuing of certificates of approval under section 25 of the *Strata Titles Act 1985*

Preamble

Under section 16 of the *Planning and Development Act 2005* (the Act) the Western Australian Planning Commission (the WAPC) may, by resolution published in the *Government Gazette*, delegate any function under the Act or any other written law to a local government, a committee established under the *Local Government Act 1995* or an employee of a local government.

In accordance with section 16(4) of the Act, a reference in this instrument to a function or a power of the WAPC includes and extends to, without limitation or restriction, any of the powers, privileges, authorities, discretions, duties and responsibilities vested in or imposed on the WAPC by the Act or any other written law as the case requires.

Resolution under section 16 of the Act (delegation)

On 26 May 2009, pursuant to section 16 of the Act, the WAPC RESOLVED—

A TO DELEGATE to local governments, and to members and officers of those local governments, its powers and functions under section 25 of the *Strata Titles Act 1985* as set out in clause 1 of Schedule, within their respective districts, subject to the conditions set out in clause 2 of Schedule 1.

TONY EVANS, Western Australian Planning Commission.

SCHEDULE 1

1. Applications made under section 25 of the *Strata Titles Act 1985*

Power to determine applications for the issuing of a certificate of approval under section 25 of the *Strata Titles Act 1985* for a plan of subdivision, re-subdivision or consolidation, except those applications that—

- (a) propose the creation of a vacant lot;
- (b) propose vacant air stratas in multi-tiered strata scheme developments;
- (c) in the opinion of the WAPC as notified to the relevant local government in writing, or in the opinion of the relevant local government as notified to the WAPC in writing, relate to—
 - (i) a type of development; and/or
 - (ii) land within an area,

which is of state or regional significance, or in respect of which the WAPC has determined is otherwise in the public interest for the WAPC to determine the application.

2. Reporting requirements

A local government that exercises the power referred to in clause 1 is to provide WAPC with data on all applications determined under this Instrument of Delegation at the conclusion of each financial year in the format prescribed by the WAPC.

10. Local Planning Scheme No.3

10.1 The Power and Duties of Council Pursuant to the Operation of the Scheme	
Function Delegated	Authority to exercise powers under the Local Planning Scheme No.3, <i>Planning and Development Act 2005, Planning and Development (Local Planning Schemes) Regulations 2015, as amended, Planning and Development (Development Assessment Panels) Regulations 2011, as amended</i>
Statutory Power Delegated	Local Planning Scheme No.3
	<p>11.3 Delegation of functions</p> <p>11.3.1 <i>The local government may, in writing and either generally or as otherwise provided by the instrument of delegation, delegate to a committee or the CEO, within the meaning of those expressions under the Local Government Act 1995, the exercise of any of its powers or the discharge of any of its duties under the Scheme, other than this power of delegation.</i></p> <p>11.3.2 <i>The CEO may delegate to any employee of the local government the exercise of any of the CEO's powers or the discharge of any of the CEO's duties under clause 11.3.1.</i></p> <p>11.3.3 <i>The exercise of the power of delegation under clause 11.3.1 requires a decision of an absolute majority as if the power had been exercised under the Local Government Act 1995.</i></p> <p>11.3.4 <i>Sections 5.45 and 5.46 of the Local Government Act 1995 and the regulations referred to in section 5.46 apply to a delegation made under this clause as if the delegation were a delegation under Division 4 of Part 5 of that Act.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager of Planning Coordinator Statutory Planning Planning Officer

Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies. Prior to exercising delegation, Development Applications, excluding <i>prescribed single house developments</i> , are to be advertised to Elected Members for a period of seven days. Delegation will not be exercised in the case that two Elected Members request the matter be determined by Council.
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11. Building Act 2011

11.1 Approve or Refuse a Building Permit	
Function Delegated	Authority to grant or refuse a building permit.
Statutory Power Delegated	<p><i>Building Act 2011</i> Sections 20 Grant of building permit.</p> <p>This delegation also applies to other relevant sections of the <i>Building Act</i> including but not limited to Section 18, further information, Section 22, further grounds for not granting an application and Section 27, imposing and varying conditions. Additionally <i>Building Regulations 2012</i>, Sections 23 and 24 dealing with extensions of time during which a permit has effect and Regulation 26 appointment of a new responsible person.</p>
	<p>20. Grant of building permit</p> <p>(1) <i>A permit authority to which a certified application or an uncertified application is made must grant the building permit if it is satisfied —</i></p> <p>(a) <i>that the applicant has complied with section 16; and</i></p> <p>(b) <i>that the person mentioned in section 16(c) —</i></p> <p style="padding-left: 40px;">(i) <i>is a building service contractor who is entitled under the Registration Act section 11 to be named as the builder on the building permit; or</i></p> <p style="padding-left: 40px;">(ii) <i>has owner-builder approval under the Registration Act to carry out that work; or</i></p> <p style="padding-left: 40px;">(iii a) <i>is a public authority as defined in the Registration Act section 3; or</i></p> <p style="padding-left: 40px;">(iii) <i>is a person or in a class of persons prescribed for the purposes of the Registration Act section 7(2)(c) who may be named as the builder on the building permit,</i></p> <p style="padding-left: 40px;"><i>unless the building work is of a kind specified by the regulations; and</i></p> <p>(c) <i>that a certificate of design compliance for the building or incidental structure that is the subject of the application complies with section 19; and</i></p> <p>(d) <i>that the building surveyor who signed the certificate of design compliance —</i></p>

	<p>(i) <i>is entitled under the Registration Act to sign certificates of design compliance for buildings or incidental structures of the kind that is the subject of the application; and</i></p> <p>(ii) <i>is an independent building surveyor in relation to the application;</i></p> <p><i>and</i></p> <p>(e) <i>that the certificate of design compliance is issued by a person who —</i></p> <p>(i) <i>is a building service contractor who is entitled under the Registration Act section 11 to issue the certificate; or</i></p> <p>(ia) <i>is a public authority as defined in the Registration Act section 3; or</i></p> <p>(ii) <i>is a person or in a class of persons prescribed for the purposes of the Registration Act section 7(2)(c) who may issue the certificate;</i></p> <p><i>and</i></p> <p>(f) <i>that each technical certificate mentioned in section 16(i) is —</i></p> <p>(i) <i>signed by a person prescribed as a person who may sign the certificate; and</i></p> <p>(ii) <i>issued by a person prescribed as a person who may issue the certificate;</i></p> <p><i>and</i></p> <p>(g) <i>if a part of a building or incidental structure is proposed to be placed beyond the boundaries of the land on which the building work is proposed to be done, that there is compliance with section 76; and</i></p> <p>(h) <i>if the building work may adversely affect land beyond the boundaries of the land on which the work is proposed to be done, that there is compliance with section 77; and</i></p> <p>(i) <i>that either —</i></p> <p>(i) <i>a policy of insurance is in force in respect of the building work under the Home Building Contracts Act 1991 Part 3A Division 2; or</i></p>
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	<p>(ii) corresponding cover, as defined in the Home Building Contracts Act 1991 section 25A, is provided in respect of the building work; or</p> <p>(iii) the policy of insurance mentioned in subparagraph (i) or the cover mentioned in subparagraph (ii) is not required under the Home Building Contracts Act 1991 in respect of the building work;</p> <p>and</p> <p>(j) that the applicant satisfies any other insurance requirements prescribed by regulation or under any other written law in respect of the building work; and</p> <p>(k) that any building services levy required to be paid in respect of the building permit under regulations mentioned in the Building Services (Complaint Resolution and Administration) Act 2011 Part 7 Division 2 has been paid; and</p> <p>(l) if a levy is imposed by the Building and Construction Industry Training Levy Act 1990 in respect of the building work, that the levy has been paid; and</p> <p>(m) that the permit authority has complied with the provisions of the Heritage of Western Australia Act 1990 in relation to the application and that granting the building permit would not be inconsistent with an order, agreement or permit under that Act except to the extent allowed by that Act; and</p> <p>(n) that the applicant has obtained in relation to the building work each authority under a written law that is prescribed for the purposes of this paragraph; and</p> <p>(o) that the applicant has complied or is complying with each authority mentioned in paragraph (n); and</p> <p>(p) that the applicant, in relation to the building work, has complied or is complying with each provision of a written law that is prescribed for the purposes of this paragraph; and</p> <p>(q) that the applicant, in relation to the building work, has complied or is complying with each provision of a local government policy or requirement, not being a</p>
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	<p>written law, that is prescribed for the purposes of this paragraph; and</p> <p>(r) that each notification that is prescribed for the purposes of this paragraph to be given in relation to the building work has been given; and</p> <p>(s) that the applicant has complied with each other prescribed requirement for the granting of a building permit on the application.</p> <p>(2) A permit authority to which an application is made must not grant the building permit unless it is satisfied as to each of the matters mentioned in subsection (1)(a) to (s).</p> <p>[Section 20 amended by No. 37 of 2012 s. 7].</p>
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3 of the <i>Building Act 2011</i>)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

11.2 Approve or Refuse a Demolition Permit	
Function Delegated	Authority to grant or refuse a demolition permit.
Statutory Power Delegated	<p><i>Building Act 2011</i> Section 21 Grant of Demolition Permit.</p> <p>This delegation also includes but is not limited to sections 18, 22 and 27 as well as regulations 16, 23 and 24 which are also relevant to demolition permits.</p>
	<p>21. Grant of demolition permit</p> <p>(1) <i>The permit authority to which an application for a demolition permit is made must grant the demolition permit if it is satisfied –</i></p> <ul style="list-style-type: none"> (a) <i>that the applicant has complied with section 16; and</i> (b) <i>if the person mentioned in section 16(c) is required under another written law to have an authority under that law to do the demolition work, that the person has that authority; and</i> (c) <i>that the demolition work will comply with each applicable building standard; and</i> (d) <i>if the demolition work may adversely affect land beyond the boundaries of the land on which the work is proposed to be done, that there is compliance with section 77; and</i> (e) <i>that any part of the building or incidental structure that is the subject of the application which is proposed to remain as a permanent retaining or other protection structure is suitable for that purpose; and</i> (f) <i>that the applicant satisfies the insurance requirements prescribed by regulation or under any other written law in respect of the demolition work; and</i> (g) <i>that any building services levy required to be paid in respect of the demolition permit under regulations mentioned in the Building Services (Complaint Resolution and Administration) Act 2011 Part 7 Division 2 has been paid; and</i> (h) <i>if a levy is imposed by the Building and Construction Industry Training Levy Act 1990 in respect of the demolition work, that the levy has been paid; and</i>

	<p>(i) that the permit authority has complied with the provisions of the <i>Heritage of Western Australia Act 1990</i> in relation to the application and that the demolition permit, if granted, would not be inconsistent with an order, agreement or permit under that Act except to the extent allowed by that Act; and</p> <p>(j) that the applicant has obtained in relation to the demolition work each authority under a written law that is prescribed for the purposes of this paragraph; and</p> <p>(k) that the applicant has complied or is complying with each authority mentioned in paragraph (j); and</p> <p>(l) that the applicant, in relation to the demolition work, has complied or is complying with each provision of a written law that is prescribed for the purposes of this paragraph; and</p> <p>(m) that the applicant, in relation to the demolition work, has complied or is complying with each provision of a local government policy or requirement, not being a written law, that is prescribed for the purposes of this paragraph; and</p> <p>(n) that each notification that is prescribed for the purposes of this paragraph to be given in relation to the demolition work has been given; and</p> <p>(o) that the applicant has complied with each other prescribed requirement for the granting of a demolition permit.</p> <p>(2) A permit authority to which an application for a demolition permit is made must not grant the demolition permit unless it is satisfied as to each of the matters mentioned in subsection (1)(a) to (o).</p>
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3 of the <i>Building Act 2011</i>)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer

Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning
Conditions on Delegations (if any)	Letters advising neighbours of demolition application are to be sent; and the officer issuing the permit is to ensure appropriate site signage and warnings have been put in place.

11.3 Grant of Occupancy Permit/Building Permit Approval Certificate	
Function Delegated	Authority to grant or modify an occupancy permit of building approval certificate.
Statutory Power Delegated	<i>Building Act 2011</i> Sections 58, 55 and 62 Grant of occupancy permit, building approval certificate
	<p>58. Grant of occupancy permit, building approval certificate</p> <p>(1) <i>A permit authority to which an application is made must grant or modify the occupancy permit or grant the building approval certificate applied for if it is satisfied —</i></p> <p>(a) <i>that the applicant has complied with section 54; and</i></p> <p>(b) <i>that the building surveyor who signed the certificate of construction compliance or certificate of building compliance —</i></p> <p style="padding-left: 40px;">(i) <i>is entitled under the Registration Act to sign certificates of construction compliance or certificates of building compliance for buildings or incidental structures of a kind that is the subject of the application; and</i></p> <p style="padding-left: 40px;">(ii) <i>is an independent building surveyor in relation to the application;</i></p> <p style="padding-left: 20px;"><i>and</i></p> <p>(c) <i>that the certificate of construction compliance or certificate of building compliance is issued by a person who —</i></p> <p style="padding-left: 40px;">(i) <i>is a building service contractor who is entitled under the Registration Act section 11 to issue the certificate; or</i></p> <p style="padding-left: 40px;">(ia) <i>is a public authority as defined in the Registration Act section 3; or</i></p> <p style="padding-left: 40px;">(ii) <i>is a person or in a class of persons prescribed for the purposes of the Registration Act section 7(2)(c) who may issue the certificate;</i></p> <p style="padding-left: 20px;"><i>and</i></p> <p>(d) <i>that each technical certificate required by regulations mentioned in section 54(4)(b) is —</i></p> <p style="padding-left: 40px;">(i) <i>signed by a person prescribed as a person who may sign the certificate; and</i></p>

	<p>(ii) issued by a person prescribed as a person who may issue the certificate;</p> <p>and</p> <p>(e) if a part of the building or incidental structure encroaches beyond the boundaries of the land on which the building or structure is located, that each owner (within the meaning of section 76(2) where applicable) of the land into, onto, or over which the encroaching part is placed has consented to the encroaching part being so placed; and</p> <p>(f) that there is no current legal proceeding that has been instituted by the permit authority or a local government for a breach or alleged breach of a written law relating to the building or incidental structure; and</p> <p>(g) that each building order that has been made in relation to the building or incidental structure has been complied with; and</p> <p>(h) that any building services levy required to be paid in respect of the occupancy permit or building approval certificate under regulations mentioned in the Building Services (Complaint Resolution and Administration) Act 2011 Part 7 Division 2 has been paid; and</p> <p>(i) if the application is made under section 51, that any levy that would have been imposed by the Building and Construction Industry Training Levy Act 1990 in respect of the building work has been paid; and</p> <p>(j) in relation to an application that is required to be accompanied by a certificate of building compliance, that the applicant has obtained in relation to the building or incidental structure each authority under a written law that is prescribed for the purposes of this paragraph; and</p> <p>(k) that the applicant has complied or is complying with each authority mentioned in paragraph (j); and</p> <p>(l) that the applicant has complied with each other prescribed requirement in relation to the granting or modification of an occupancy permit or the granting of a building approval certificate on the application.</p>
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	<p>(2) A permit authority to which an application is made must not grant or modify the occupancy permit or grant the building approval certificate applied for unless it is satisfied as to each of the matters mentioned in subsection (1)(a) to (l).</p> <p>(3) A permit authority to which an application is made may refuse to grant or modify the occupancy permit or grant the building approval certificate applied for if it appears to the permit authority that there is an error in the information or a document provided for the application.</p>
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

11.4 Extension of Period of Duration (of an Occupancy Permit of a Building Approval Certificate)	
Function Delegated	Authority to extend the period in which the occupancy permit or modification or the building approval certificate has effect.
Statutory Power Delegated	<i>Building Act 2011</i> Section 65 Extension of period of duration
	<p>65. Extension of period of duration</p> <p>(1) <i>A person may apply to extend the time in which the following can have effect —</i></p> <p style="padding-left: 40px;">(a) <i>an occupancy permit that has been granted or modified to have effect for a limited period only; or</i></p> <p style="padding-left: 40px;">(b) <i>a building approval certificate that has been granted to have effect for a limited period only.</i></p> <p>(2) <i>An application must be —</i></p> <p style="padding-left: 40px;">(a) <i>made in an approved manner and form; and</i></p> <p style="padding-left: 40px;">(b) <i>signed by each owner of the land on which the building or incidental structure is located.</i></p> <p>(3) <i>An application must be accompanied by —</i></p> <p style="padding-left: 40px;">(a) <i>the prescribed fee, if any, for the application; and</i></p> <p style="padding-left: 40px;">(b) <i>each other thing that is prescribed to accompany the application.</i></p> <p>(4) <i>A permit authority to which an application is made may extend the period in which the occupancy permit or modification or the building approval certificate has effect and may do so even though the application was made after the expiration of the period.</i></p> <p>(5) <i>The period in which an occupancy permit granted on an application mentioned in section 47 has effect cannot be extended beyond 30 days from the expiry of the building permit for the building.</i></p> <p>(6) <i>The period during which the modification of an occupancy permit has effect cannot be extended beyond one year from the day the modification took effect.</i></p> <p>(7) <i>The regulations may provide for matters relating to dealing with applications including giving notice of the right of review under section 121(2).</i></p>

Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

11.5 Building Orders	
Function Delegated	The authority to make Building Orders in relation to: <ol style="list-style-type: none"> 1. Building Work 2. Demolition Work 3. An existing building of incidental structure
Statutory Power Delegated	<i>Building Act 2011</i> Section 110 Building Orders
	<p>110. Building orders</p> <p>(1) A permit authority may make an order (a building order) in respect of one or more of the following —</p> <ol style="list-style-type: none"> (a) particular building work; (b) particular demolition work; (c) a particular building or incidental structure, whether completed before or after commencement day. <p>(2) A building order must be in an approved form and must be directed to any one or more of the following persons as is appropriate in the case —</p> <ol style="list-style-type: none"> (a) if a building permit is in effect for the particular building work, the person named as the builder on the permit; (b) if a demolition permit is in effect for the particular demolition work, the person named as the demolition contractor on the permit; (c) a person who is an owner of the land on which the particular building or demolition work is being, or has been, done; (d) a person who is an owner or occupier of the land on which the particular building or incidental structure is located.
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning

Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws

11.6 Revocation of Building Order	
Function Delegated	Authority to revoke a Building Order
Statutory Power Delegated	<i>Building Act 2011</i> Section 117 Revocation of building order
	<p>117. Revocation of building order</p> <p>(1) <i>A permit authority may, by notice in writing, revoke a building order at any time and must serve each person to whom the order is directed with a copy of the notice.</i></p> <p>(2) <i>A permit authority must, within 28 days of receiving a notification under section 112(3)(c) —</i></p> <p style="padding-left: 40px;"><i>(a) decide whether the building order has been fully complied with; and</i></p> <p style="padding-left: 40px;"><i>(b) either revoke the building order or inform each person to whom the order is directed that the building order remains in effect.</i></p>
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

11.7 Permit Authority May Give Effect to Building Order if Non-Compliance	
Function Delegated	Authority to give effect to a Building Order if there is non-compliance.
Statutory Power Delegated	<i>Building Act 2011</i> Section 118 Permit Authority may give effect to building order is non-compliance.
	<p>118. Permit authority may give effect to building order if non-compliance</p> <p>(1) <i>In this section —</i></p> <p>non-compliance —</p> <p>(a) <i>in relation to a building order other than a building order (emergency), means that a person on whom the order is served has not complied fully with the order within the time specified in the order and has not applied for a review under section 122; or</i></p> <p>(b) <i>in relation to a building order (emergency), means that a person on whom the order is served has not complied fully with the order within the time specified in the order, whether or not a person has applied for review under section 122.</i></p> <p>(2) <i>If there is non-compliance with an order the permit authority that made the relevant building order may cause an authorised person —</i></p> <p>(a) <i>to take any action specified in the order; or</i></p> <p>(b) <i>to commence or complete any work specified in the order; or</i></p> <p>(c) <i>if any specified action was required by the order to cease, to take such steps as are reasonable in the circumstances to cause the action to cease.</i></p> <p>(3) <i>The permit authority may, in a court of competent jurisdiction, recover as a debt from a person who has been served with a copy of a building order the reasonable costs and expenses incurred in doing anything under subsection (2) in relation to the order.</i></p> <p>(4) <i>In a proceeding under subsection (3), a document apparently signed by an authorised certifier in relation to the permit authority, as defined by section 140(2), specifying details of the reasonable costs and expenses incurred is, in the</i></p>

	<i>absence of evidence to the contrary, proof of the details specified.</i>
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

11.8 Inspections, Copies of Building Records	
Function Delegated	Authority to determine an application from an interested person to inspect and copy a building record.
Statutory Power Delegated	<i>Building Act 2011</i> Section 131 Inspection, copies of building records.
	<p>131. Inspection, copies of building records</p> <p>(1) <i>In this section —</i></p> <p>building record means a document mentioned in section 130;</p> <p>interested person means —</p> <p>(a) <i>an owner of the building or incidental structure to which the building record relates; or</i></p> <p>(b) <i>a person who has the written consent of an owner mentioned in paragraph (a) to inspect, or receive a copy of, a building record relating to the owner; or</i></p> <p>(c) <i>a person, or a person belonging to a prescribed class of persons.</i></p> <p>(2) <i>A permit authority may, on application by an interested person and on payment of the prescribed fee, if any —</i></p> <p>(a) <i>allow the interested person to inspect a building record; and</i></p> <p>(b) <i>provide to the interested person a copy of a building record.</i></p>
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments.
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

11.9 Prosecutions	
Function Delegated	Authority to initiate a prosecution for an offence against the <i>Building Act 2011</i> .
Statutory Power Delegated	<i>Building Act 2011</i> Section 133 Prosecutions
	<p>133. Prosecutions</p> <p>(1) <i>A prosecution for an offence against this Act may be commenced by, and only by —</i></p> <p style="padding-left: 40px;">(a) <i>a permit authority or a person authorised to do so by a permit authority; or</i></p> <p style="padding-left: 40px;">(b) <i>a local government or a person authorised to do so by a local government.</i></p> <p>(2) <i>Subsection (1) does not limit the functions of the Director of Public Prosecutions under the Director of Public Prosecutions Act 1991 section 11.</i></p> <p>(3) <i>A prosecution for an offence against section 9, 10, 29(1) or (2), 37(1) or (2), 38(1) or (2), 76(1), 77, 78(1), (2) or (3), or 79(1) or (2) may be commenced within 6 years after the offence was allegedly committed, but not later.</i></p> <p>(4) <i>A prosecution for any other offence against this Act may be commenced within 3 years after the offence was allegedly committed, but not later.</i></p> <p>(5) <i>All prosecutions for offences against this Act are to be heard in a court of summary jurisdiction constituted by a magistrate.</i></p>
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

11.10 Designate Authorised Persons	
Function Delegated	Authority to designate an employee as an authorised person.
Statutory Power Delegated	<i>Building Act 2011</i> Section 96 Authorised persons
	<p>96. Authorised persons</p> <p>(1) <i>If the State is a permit authority for a building or an incidental structure it may, by instrument in writing, designate a public service officer as an authorised person for the purposes of this Act in relation to the building or incidental structure.</i></p> <p>(2) <i>If a special permit authority is a permit authority for a building or an incidental structure it may, by instrument in writing, designate an employee of the special permit authority, or an employee of one of the legal entities that comprise the special permit authority, as an authorised person for the purposes of this Act in relation to the building or incidental structure.</i></p> <p>(3) <i>A local government may, by instrument in writing, designate a person employed by the local government under the Local Government Act 1995 section 5.36, as an authorised person for the purposes of this Act in relation to buildings and incidental structures located, or proposed to be located, in the district of the local government.</i></p> <p>(4) <i>The regulations may limit to persons belonging to prescribed classes of public service officers or employees the persons who may be designated as authorised persons under subsection (1), (2) or (3).</i></p> <p>(5) <i>A person may be designated to be an authorised person for a fixed or indefinite period.</i></p> <p>(6) <i>A permit authority may, by instrument in writing, revoke a designation at any time.</i></p>
Power Originally Assigned To	Permit Authority (Local Government in accordance with s.6(3)3)
Statutory Power of Delegation	<i>Building Act 2011</i> Section 127 Delegation: special permit authorities and local governments
Power Delegated To	Chief Executive Officer

Chief Executive Officer's Sub Delegation to	Nil
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.

Town of Cottesloe Local Laws

12. Signs, Hoardings and Billposting Local Law

12.1 Revoke Sign Licences	
Function Delegated	Authority to revoke a sign licence.
Statutory Power Delegated	Signs, Hoardings and Billposting Local Law Section 28 Revocation of Licences
	<p>Revocation of Licences</p> <p><i>Where anything purporting to be done pursuant to a licence issued under these by-laws is not done in conformity with the licence or with these by-laws or where the licensee is guilty of an offence against these by-laws the council may, without derogation of any penalty to which that person may be liable, by notice in writing, revoke the licence.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	Local Government Act 1995 Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific guidance is contained within: <ul style="list-style-type: none"> Signs Hoarding and Billposting Local Law

12.2 Issue and Revoke Special Permits for Signs	
Function Delegated	Authority to issues and revoke special permits for signs.
Statutory Power Delegated	Signs, Hoardings and Billposting Local Law Section 33 Special Permits.
	<p>Special Permits</p> <p><i>33 (1) Notwithstanding anything contained in these By-laws, the council may, by permit under the hand of the surveyor, allow the display of advertisements at theatres and other places of public entertainment or of advertisements of meetings or other matters of public interest, upon such terms and for such period, as the council may, in each case, decide</i></p> <p><i>(2) The Council may revoke any such permit at any time without assignment any reason therefor.</i></p> <p><i>(3) Upon the expiration or revocation of a permit issued under this By-law the person to whom it was issued shall forthwith remove the advertisement to which it relates.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific guidance is contained within: <ul style="list-style-type: none"> • Signs, Hoarding and Billposting Local Law

12.3 Removal and Dispose of Signs Unlawfully Displayed	
Function Delegated	Authority to remove and dispose of unlawfully displayed signs.
Statutory Power Delegated	Signs, Hoardings and Billposting Local Law Section 36A Removal and Disposal of Signs Unlawfully Displayed.
	<p>36A. Removal and Disposal of Signs Unlawfully Displayed</p> <p>(1) <i>The council may remove any sign placed or erected, contrary to the provision of these By-laws, on any street or land vested in, or under the care or control of, the council and may, without incurring any liability therefore, dispose of any sign so removed, in such manner as it things fit.</i></p> <p>(2) <i>Where, in exercise of the power conferred by sub By-law (1) of this By-law, the Council removes and disposes of a sign, it may recover the cost of the removal and disposal, in any court of competent jurisdiction, from the person responsible for the placing or erecting of the sign.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer.
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health Manager Planning Compliance Officer Regulatory Compliance Officer Coordinator Ranger Services Town Rangers
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific guidance is contained within: <ul style="list-style-type: none"> Signs, Hoarding and Billposting Local Law

13. Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law

13.1 Approve or Refuse an Application for a Permit to Trade, Perform, Conduct a Stall or Outdoor Eating Facility	
Function Delegated	Authority to approve or refuse an application for a permit to trade, perform, conduct a stall or outdoor eating facility
Statutory Power Delegated	Activities on Thoroughfares and Trading in Thoroughfares and Public Places Local Law Section 6.2 Decision of application for permit
	<p>6.2 Decision on application for permit</p> <p>(1) <i>The local government may –</i></p> <p style="padding-left: 40px;">(a) <i>approve an application for a permit unconditionally or subject to any conditions; or</i></p> <p style="padding-left: 40px;">(b) <i>refuse to approve an application for a permit.</i></p> <p>(2) <i>If the local government approves an application for a permit, it is to issue to the applicant a permit in the form determined by the local government.</i></p> <p>(3) <i>If the local government refuses to approve an application for a permit, it is to give written notice of that refusal to the applicant.</i></p> <p>(4) <i>Where a clause of this local law refers to conditions which may be imposed on a permit or which are to be taken to be imposed on a permit, the clause does not limit the power of the local government to impose other conditions on the permit under subclause (1)(a).</i></p> <p>(5) <i>Where a clause of this local law refers to the grounds on which an application for a permit may be or is to be refused, the clause does not limit the power of the local government to refuse the application for a permit on other grounds under subclause (1)(b).</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Local Government Act 1995</i> Section 5.42 Delegation of some power or duties to the Chief Executive Officer.
Power Delegated To	Chief Executive Officer

Chief Executive Officer's Sub Delegation to	Director Development and Regulatory Services Manager Building and Health
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws. Specific guidance is contained within: <ul style="list-style-type: none">• Activities on Thoroughfares and Trading on Thoroughfares and Public Places Local Law

14. Freedom of Information Act 1992

14.1 Freedom of Information Act 1992 Application Process	
Function Delegated	Conduct of Internal Review
Statutory Power Delegated	<i>Freedom of Information Act 1992 Division 5 Sections 41 to 43</i>
	<p>41. — Who is to deal with application for review</p> <p><i>— An application for review of a decision is not to be dealt with by the person who made that decision or by a person who is subordinate to that person.</i></p> <p>42. — How application for review to be dealt with</p> <p><i>— An application for review has to be dealt with as if it were an access application and the provisions of Divisions 2, 3 and 4 apply accordingly.</i></p> <p>43. — Decision can be confirmed, varied or reversed on review</p> <p><i>— (1) On an application for review the agency may decide to confirm, vary or reverse the decision under review.</i></p> <p><i>— (2) If the agency fails to give notice of its decision on the application for review within 15 days after it is lodged, or such longer period as is agreed between the agency and the access applicant, the agency is to be taken to have decided to confirm the decision under review.</i></p>
Power Originally Assigned To	The Local Government
Statutory Power of Delegation	<i>Freedom of Information Act 1992 Division 5 Sections 41 to 43</i>
Power Delegated To	Chief Executive Officer
Chief Executive Officer's Sub Delegation to	Director Corporate and Community Services
Conditions on Delegations (if any)	To be exercised in accordance with the Town's Policies and Local Laws.