

# **TOWN OF COTTESLOE**



## **ATTACHMENTS**

**ORDINARY COUNCIL MEETING – 26 AUGUST 2025**

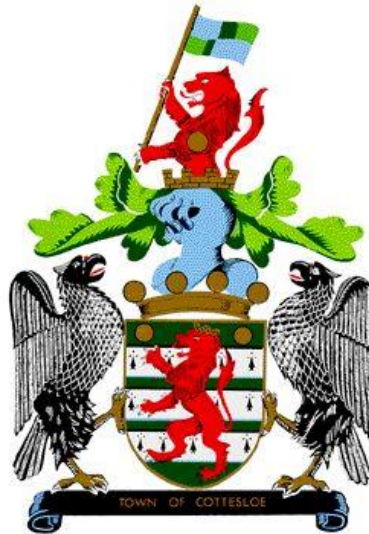
## TABLE OF CONTENTS

ITEM	SUBJECT	PAGE NO
<b>10.1 REPORTS OF OFFICERS</b>		
<b>CORPORATE AND COMMUNITY SERVICES</b>		
10.1.2	MONTHLY FINANCIAL STATEMENTS FOR THE PERIOD ENDING 30 JUNE 2025	
10.1.2(a)	MONTHLY FINANCIAL REPORT 1 JULY 2024 TO 30 JUNE 2025.....	2
10.1.3	LIST OF PAYMENTS 1 TO 30 JUNE 2025	
10.1.3(a)	PAYMENT LISTING JUNE 2025.....	30
<b>ENGINEERING SERVICES</b>		
10.1.4	SEA VIEW GOLF COURSE FAIRWAY 2/11 AND TEE BOX 3/12	
10.1.4(a)	ATTACHMENT A - HARVEY FIELD RECREATION PRECINCT - PREFERRED OPTION 1 - 2022 AND SVGC RESOLUTION REGISTER .....	38
10.1.4(b)	ATTACHMENT B - RICHARD CHAMBERLAIN PAR 3 DESIGN.....	43
10.1.4(c)	ATTACHMENT C - LETTER AND IMAGES FOR 2/11 AND 3/12 .....	45
10.1.4(d)	ATTACHMENT D - RESPONSE - AUGUST 2025 OCM - QUESTIONS ON NOTICE - SVGC .....	51
10.1.5	BUS SHELTER ADVERTISING INVITATION TO TENDER	
10.1.5(a)	ATTACHMENT A - COMBINED MAP AND BUS SHELTER LOCATION PHOTOS .....	55
10.1.5(b)	ATTACHMENT B - JULY 2025 - COUNCILLOR MOTION - PROHIBITION ON ADVERTISING ADDICTIVE UNHEALTHY SUBSTANCES AND ACTIVITIES.....	66
10.1.5(c)	ATTACHMENT C - CANCER COUNCIL WA - HEALTHY-ADVERTISING-STANDARDS-TOOLKIT .....	71
<b>EXECUTIVE SERVICES</b>		
10.1.7	COTTESLOE TENNIS CLUB LEASE RENEWAL REQUEST	
10.1.7(a)	FEBRUARY 2007 - CURRENT LEASE AGREEMENT - CTC .....	102
10.1.7(b)	CORRESPONDENCE 20 JULY 2025 - FROM CTC (INC).....	147
10.1.7(c)	FINANCIAL STATEMENTS TO 30 JUNE 2024 - CTC.....	156

10.1.8 APPOINTMENT OF COMMUNITY MEMBERS TO COUNCIL  
COMMITTEES AND WORKING GROUPS

10.1.8(a) COUNCIL COMMITTEE AND WORKING GROUP CHARTERS  
AND TERMS OF REFERENCE - AUGUST 2025 ..... 167

# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.2A:  
MONTHLY FINANCIAL REPORT 1 JULY 2024 TO 30  
JUNE 2025**

**TOWN OF COTTESLOE****MONTHLY FINANCIAL REPORT**

(Containing the required statement of financial activity and statement of financial position)

**For the period ended June 2025**

*LOCAL GOVERNMENT ACT 1995*

*LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996*

**TABLE OF CONTENTS**

Statement of Financial Activity	2
Statement of Financial Position	3
Note 1     Basis of Preparation	4
Note 2     Net Current Assets Information	5
Note 3     Explanation of Material Variances	6

**TOWN OF COTTESLOE**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 JUNE 2025**

Note	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
<b>OPERATING ACTIVITIES</b>						
<b>Revenue from operating activities</b>						
General rates	11,344,006	11,344,006	11,339,715	(4,291)	(0.04%)	
Grants, subsidies and contributions	203,906	203,906	392,118	188,212	92.30%	▲
Fees and charges	5,520,968	5,520,968	5,665,835	144,867	2.62%	
Interest revenue	781,081	781,081	812,458	31,377	4.02%	
Other revenue	146,180	146,180	191,857	45,677	31.25%	▲
Profit on asset disposals	0	0	68,379	68,379	0.00%	
Fair value adjustments to financial assets at fair value through profit or loss	(5,327)	(5,327)	(5,327)	0	0.00%	
	<b>17,990,814</b>	<b>17,990,814</b>	<b>18,465,035</b>	<b>474,221</b>	<b>2.64%</b>	
<b>Expenditure from operating activities</b>						
Employee costs	(7,949,641)	(7,949,641)	(7,557,203)	392,438	4.94%	
Materials and contracts	(9,194,374)	(9,194,374)	(7,724,742)	1,469,632	15.98%	▲
Utility charges	(321,556)	(321,556)	(273,061)	48,495	15.08%	▲
Depreciation	(3,316,132)	(3,316,132)	(3,327,820)	(11,688)	(0.35%)	
Finance costs	(175,879)	(175,879)	(175,868)	11	0.01%	
Insurance	(244,610)	(244,610)	(225,767)	18,843	7.70%	
Other expenditure	(334,336)	(334,336)	(251,104)	83,232	24.89%	▲
Loss on asset disposals	0	0	(13,332)	(13,332)	0.00%	
	<b>(21,536,528)</b>	<b>(21,536,528)</b>	<b>(19,548,897)</b>	<b>1,987,631</b>	<b>9.23%</b>	
Non cash amounts excluded from operating activities	2(c) 3,335,425	3,241,696	3,280,855	39,159	1.21%	
<b>Amount attributable to operating activities</b>	<b>(210,289)</b>	<b>(304,018)</b>	<b>2,196,993</b>	<b>2,501,011</b>	<b>822.65%</b>	
<b>INVESTING ACTIVITIES</b>						
<b>Inflows from investing activities</b>						
Proceeds from capital grants, subsidies and contributions	1,228,261	1,228,261	297,108	(931,153)	(75.81%)	▼
Proceeds from disposal of assets	137,000	137,000	165,217	28,217	20.60%	▲
Proceeds from financial assets at amortised cost - self supporting loans	35,069	35,069	35,069	0	0.00%	
Proceeds on disposal of financial assets at fair values through other comprehensive income	35,802	35,802	35,802	0	0.00%	
	<b>1,436,132</b>	<b>1,436,132</b>	<b>533,196</b>	<b>(902,936)</b>	<b>(62.87%)</b>	
<b>Outflows from investing activities</b>						
Payments for property, plant and equipment	(1,160,324)	(1,160,324)	(595,532)	564,792	48.68%	▲
Payments for construction of infrastructure	(2,517,279)	(2,517,279)	(1,327,660)	1,189,619	47.26%	▲
	<b>(3,677,603)</b>	<b>(3,677,603)</b>	<b>(1,923,192)</b>	<b>1,754,411</b>	<b>47.71%</b>	
<b>Amount attributable to investing activities</b>	<b>(2,241,471)</b>	<b>(2,241,471)</b>	<b>(1,389,996)</b>	<b>851,475</b>	<b>37.99%</b>	
<b>FINANCING ACTIVITIES</b>						
<b>Inflows from financing activities</b>						
Transfer from reserves	1,158,322	1,158,322	833,175	(325,147)	(28.07%)	▼
	<b>1,158,322</b>	<b>1,158,322</b>	<b>833,175</b>	<b>(325,147)</b>	<b>(28.07%)</b>	
<b>Outflows from financing activities</b>						
Payments for principal portion of lease liabilities	(71,641)	(71,401)	(71,401)	0	0.00%	
Repayment of borrowings	(354,119)	(354,119)	(354,119)	0	0.00%	
Transfer to reserves	(1,510,570)	(1,510,570)	(392,048)	1,118,522	74.05%	▲
	<b>(1,936,330)</b>	<b>(1,936,090)</b>	<b>(817,568)</b>	<b>1,118,522</b>	<b>57.77%</b>	
<b>Amount attributable to financing activities</b>	<b>(778,008)</b>	<b>(777,768)</b>	<b>15,607</b>	<b>793,375</b>	<b>102.01%</b>	
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>						
Surplus or deficit at the start of the financial year	2(a) 3,331,494	3,331,494	3,368,417	36,923	1.11%	
Amount attributable to operating activities	(210,289)	(304,018)	2,196,993	2,501,011	822.65%	▲
Amount attributable to investing activities	(2,241,471)	(2,241,471)	(1,389,996)	851,475	37.99%	▲
Amount attributable to financing activities	(778,008)	(777,768)	15,607	793,375	102.01%	▲
<b>Surplus or deficit after imposition of general rates</b>	<b>101,726</b>	<b>8,237</b>	<b>4,191,021</b>	<b>4,182,784</b>	<b>50780.43%</b>	<b>▲</b>

**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 JUNE 2025**

	Actual 30 June 2024 \$	Actual as at 30 June 2025 \$
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	7,733,491	9,757,826
Trade and other receivables	1,030,358	1,114,461
Other financial assets	5,453,018	2,414,399
Inventories	8,960	8,960
Other assets	451,829	424
<b>TOTAL CURRENT ASSETS</b>	<b>14,677,656</b>	<b>13,296,070</b>
<b>NON-CURRENT ASSETS</b>		
Trade and other receivables	181,767	102,004
Other financial assets	197,662	192,335
Investment in associate	633,255	633,255
Property, plant and equipment	74,405,282	73,672,626
Infrastructure	69,574,749	68,841,270
Right-of-use assets	1,058,845	1,010,182
<b>TOTAL NON-CURRENT ASSETS</b>	<b>146,051,560</b>	<b>144,451,672</b>
<b>TOTAL ASSETS</b>	<b>160,729,216</b>	<b>157,747,742</b>
<b>CURRENT LIABILITIES</b>		
Trade and other payables	3,161,663	1,410,878
Other liabilities	62,663	62,261
Lease liabilities	59,583	(11,818)
Borrowings	354,119	0
Employee related provisions	1,175,792	1,157,500
<b>TOTAL CURRENT LIABILITIES</b>	<b>4,813,820</b>	<b>2,618,821</b>
<b>NON-CURRENT LIABILITIES</b>		
Lease liabilities	1,076,766	1,076,766
Borrowings	1,753,978	1,753,978
Employee related provisions	289,560	289,560
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>3,120,304</b>	<b>3,120,304</b>
<b>TOTAL LIABILITIES</b>	<b>7,934,124</b>	<b>5,739,125</b>
<b>NET ASSETS</b>	<b>152,795,092</b>	<b>152,008,617</b>
<b>EQUITY</b>		
Retained surplus	28,452,589	28,107,240
Reserve accounts	7,839,029	7,397,903
Revaluation surplus	116,503,474	116,503,474
<b>TOTAL EQUITY</b>	<b>152,795,092</b>	<b>152,008,617</b>

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 JUNE 2025**

**1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES**

**BASIS OF PREPARATION**

This prescribed financial report has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

**Local Government Act 1995 requirements**

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied where no inconsistencies exist.

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

*Local Government (Financial Management) Regulations 1996*, regulation 34 prescribes contents of the financial report. Supplementary information does not form part of the financial report.

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

**PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 18 August 2025

**THE LOCAL GOVERNMENT REPORTING ENTITY**

All funds through which the Town controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

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

**MATERIAL ACCOUNTING POLICIES**

Material accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

**Critical accounting estimates and judgements**

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

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

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
  - Property, plant and equipment
  - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Measurement of employee benefits
- Estimation uncertainties and judgements made in relation to lease

**TOWN OF COTTESLOE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 30 JUNE 2025**

**2 NET CURRENT ASSETS INFORMATION**

**(a) Net current assets used in the Statement of Financial Activity**

	Adopted Budget Opening	Actual as at	Actual as at
Note	1 July 2024	30 June 2024	30 June 2025
	\$	\$	\$
<b>Current assets</b>			
Cash and cash equivalents	13,115,638	7,733,491	9,757,826
Trade and other receivables	761,452	1,030,358	1,114,461
Other financial assets	70,871	5,453,018	2,414,399
Inventories	9,120	8,960	8,960
Other assets	483,119	451,829	424
	14,440,200	14,677,656	13,296,070
<b>Less: current liabilities</b>			
Trade and other payables	(3,344,917)	(3,161,663)	(1,410,878)
Other liabilities	0	(62,663)	(62,261)
Lease liabilities	(59,583)	(59,583)	11,818
Borrowings	(354,119)	(354,119)	0
Employee related provisions	(973,158)	(1,175,792)	(1,157,500)
	(4,731,777)	(4,813,820)	(2,618,821)
Net current assets	9,708,423	9,863,836	10,677,249
Less: Total adjustments to net current assets	2(b) (7,496,198)	(6,495,419)	(6,486,228)
<b>Closing funding surplus / (deficit)</b>	<b>2,212,225</b>	<b>3,368,417</b>	<b>4,191,021</b>

**(b) Current assets and liabilities excluded from budgeted deficiency**

<b>Adjustments to net current assets</b>			
Less: Reserve accounts	(7,839,029)	(7,839,029)	(7,397,903)
Less: Financial assets at amortised cost - self supporting loans	0	(35,069)	0
Less: Current assets not expected to be received at end of year			
- Current financial assets at amortised cost - self supporting loans	(70,871)	0	0
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of lease liabilities	59,583	59,583	(11,818)
- Current portion of borrowings	354,119	354,119	0
- Current portion of employee benefit provisions held in reserve	0	964,977	923,493
<b>Total adjustments to net current assets</b>	<b>2(a) (7,496,198)</b>	<b>(6,495,419)</b>	<b>(6,486,228)</b>

**(c) Non-cash amounts excluded from operating activities**

	Adopted Budget Estimates	YTD Budget Estimates	YTD Actual
	30 June 2025	30 June 2025	30 June 2025
	\$	\$	\$
<b>Adjustments to operating activities</b>			
Less: Profit on asset disposals	0	0	(68,379)
Less: Fair value adjustments to financial assets at amortised cost	7,822	5,327	5,327
Add: Loss on asset disposals	0	0	13,332
Add: Depreciation	3,189,994	3,316,132	3,327,820
Non-cash movements in non-current assets and liabilities:			
- Pensioner deferred rates	0	(2,755)	2,755
- Employee provisions	137,609	(77,008)	0
<b>Total non-cash amounts excluded from operating activities</b>	<b>3,335,425</b>	<b>3,241,696</b>	<b>3,280,855</b>

**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.

AASB 101.10(e) **TOWN OF COTTESLOE**  
AASB 101.51 **NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
AASB 101.112 **FOR THE PERIOD ENDED 30 JUNE 2025**

FM Reg 34 (2)(b) **3 EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.

The material variance adopted by Council for the 2024-25 year is \$25,000 and 15.00% whichever is the greater.

Description	Var. \$ \$	Var. % %	
<b>Revenue from operating activities</b>			
<b>Grants, subsidies and contributions</b>	188,212	92.30%	▲
Increase on Coastal Management Plan Assistance Program grant, 2025/2026 Financial Assistance Grants received in advance.		Permanent	
<b>Other revenue</b>	45,677	31.25%	▲
Higher than anticipated reimbursements and retentions.		Permanent	
<b>Expenditure from operating activities</b>			
<b>Materials and contracts</b>	1,469,632	15.98%	▲
Savings, and operational projects carry forward into the next financial year.		Timing	
<b>Utility charges</b>	48,495	15.08%	▲
Grounds, building and roads utility charges lower than anticipated.		Permanent	
<b>Other expenditure</b>	83,232	24.89%	▲
Timing variance due to end-of-financial-year adjustments related to cost allocations and provisions.		Timing	
<b>Inflows from investing activities</b>			
<b>Proceeds from capital grants, subsidies and contributions</b>	(931,153)	(75.81%)	▼
Delay in grant acquittals as some associated projects have been carried forward to the next financial year for completion.		Timing	
<b>Proceeds from disposal of assets</b>	28,217	20.60%	▲
Sale of assets due to unforeseen breakdowns.		Permanent	
<b>Outflows from investing activities</b>			
<b>Payments for property, plant and equipment</b>	564,792	48.68%	▲
Completion of North Cottesloe Beach Toilets has been delayed due to variations.		Timing	
<b>Payments for construction of infrastructure</b>	1,189,619	47.26%	▲
The completion of certain capital projects has been delayed, and these projects will be carried forward into the next financial year.		Timing	
<b>Inflows from financing activities</b>			
<b>Transfer from reserves</b>	(325,147)	(28.07%)	▼
Timing variance due to end-of-financial-year adjustments.		Timing	
<b>Outflows from financing activities</b>			
<b>Transfer to reserves</b>	1,118,522	74.05%	▲
Interest earned on reserve funds exceeded budget expectations. A timing variance is also reflected due to end-of-financial-year adjustments.		Timing	
<b>Surplus or deficit after imposition of general rates</b>	4,182,784	50780.43%	▲

**TOWN OF COTTESLOE**  
**SUPPLEMENTARY INFORMATION**

**TABLE OF CONTENTS**

1	Key Information	2
2	Key Information - Graphical	3

**BASIS OF PREPARATION - SUPPLEMENTARY INFORMATION**

Supplementary information is presented for information purposes. The information does not comply with the disclosure requirements of the Australian Accounting Standards.

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**1 KEY INFORMATION**

**Funding Surplus or Deficit Components**

	<b>Funding surplus / (deficit)</b>			
	<b>Adopted Budget</b>	<b>YTD Budget (a)</b>	<b>YTD Actual (b)</b>	<b>Var. \$ (b)-(a)</b>
Opening	\$3.33 M	\$3.33 M	\$3.37 M	\$0.04 M
Closing	\$0.10 M	\$0.01 M	\$4.19 M	\$4.18 M

Refer to Statement of Financial Activity

Cash and cash equivalents			Payables			Receivables		
	\$12.17 M	% of total		\$1.41 M	% Outstanding		\$0.62 M	% Collected
Unrestricted Cash	\$4.77 M	39.2%	Trade Payables	\$0.14 M		Rates Receivable	\$0.49 M	95.7%
Restricted Cash	\$7.40 M	60.8%	0 to 30 Days		35.4%	Trade Receivable	\$0.62 M	% Outstanding
			Over 30 Days		64.6%	Over 30 Days		85.3%
			Over 90 Days		23.0%	Over 90 Days		73.5%
Refer to 3 - Cash and Financial Assets			Refer to 9 - Payables			Refer to 7 - Receivables		

**Key Operating Activities**

<b>Amount attributable to operating activities</b>				<b>Rates Revenue</b>			<b>Grants and Contributions</b>			<b>Fees and Charges</b>		
<b>Adopted Budget</b>	<b>YTD Budget (a)</b>	<b>YTD Actual (b)</b>	<b>Var. \$ (b)-(a)</b>	<b>YTD Actual</b>	<b>\$11.34 M</b>	<b>% Variance</b>	<b>YTD Actual</b>	<b>\$0.39 M</b>	<b>% Variance</b>	<b>YTD Actual</b>	<b>\$5.67 M</b>	<b>% Variance</b>
<b>(\$0.21 M)</b>	<b>(\$0.30 M)</b>	<b>\$2.20 M</b>	<b>\$2.50 M</b>	<b>YTD Budget</b>	<b>\$11.34 M</b>	<b>(0.0%)</b>	<b>YTD Budget</b>	<b>\$0.20 M</b>	<b>92.3%</b>	<b>YTD Budget</b>	<b>\$5.52 M</b>	<b>2.6%</b>

Refer to Statement of Financial Activity      Refer to 13 - Grants and Contributions      Refer to Statement of Financial Activity

**Key Investing Activities**

<b>Amount attributable to investing activities</b>				<b>Proceeds on sale</b>			<b>Asset Acquisition</b>			<b>Capital Grants</b>		
<b>Adopted Budget</b>	<b>YTD Budget (a)</b>	<b>YTD Actual (b)</b>	<b>Var. \$ (b)-(a)</b>	<b>YTD Actual</b>	<b>\$0.17 M</b>	<b>%</b>	<b>YTD Actual</b>	<b>\$1.33 M</b>	<b>% Spent</b>	<b>YTD Actual</b>	<b>\$0.30 M</b>	<b>% Received</b>
<b>(\$2.24 M)</b>	<b>(\$2.24 M)</b>	<b>(\$1.39 M)</b>	<b>\$0.85 M</b>	<b>Adopted Budget</b>	<b>\$0.14 M</b>	<b>20.6%</b>	<b>Adopted Budget</b>	<b>\$2.52 M</b>	<b>(47.3%)</b>	<b>Adopted Budget</b>	<b>\$1.23 M</b>	<b>(75.8%)</b>

Refer to Statement of Financial Activity      Refer to 6 - Disposal of Assets      Refer to 5 - Capital Acquisitions      Refer to 5 - Capital Acquisitions

**Key Financing Activities**

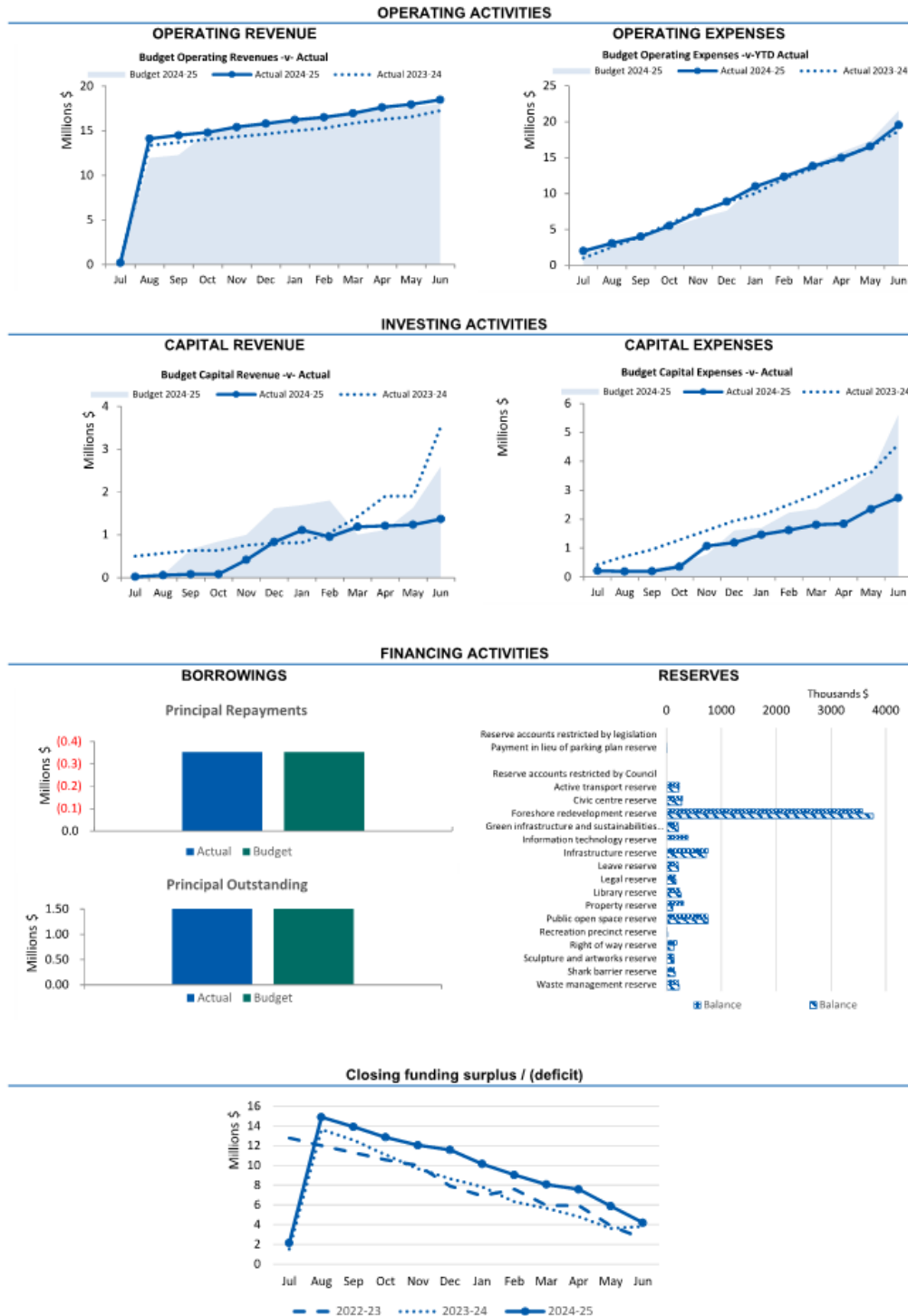
<b>Amount attributable to financing activities</b>				<b>Borrowings</b>			<b>Reserves</b>			<b>Lease Liability</b>		
<b>Adopted Budget</b>	<b>YTD Budget (a)</b>	<b>YTD Actual (b)</b>	<b>Var. \$ (b)-(a)</b>	<b>Principal repayments</b>	<b>(\$0.35 M)</b>		<b>Reserves balance</b>	<b>\$7.40 M</b>		<b>Principal repayments</b>	<b>(\$0.07 M)</b>	
<b>(\$0.78 M)</b>	<b>(\$0.78 M)</b>	<b>\$0.02 M</b>	<b>\$0.79 M</b>	<b>Interest expense</b>	<b>(\$0.13 M)</b>		<b>Net Movement</b>	<b>(\$0.44 M)</b>		<b>Interest expense</b>	<b>(\$0.05 M)</b>	
				<b>Principal due</b>	<b>\$1.75 M</b>					<b>Principal due</b>	<b>\$1.06 M</b>	

Refer to Statement of Financial Activity      Refer to 10 - Borrowings      Refer to 4 - Cash Reserves      Refer to Note 11 - Lease Liabilities

This information is to be read in conjunction with the accompanying Financial Statements and notes.

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**2 KEY INFORMATION - GRAPHICAL**



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**Financial assets at amortised cost**

**3 CASH AND FINANCIAL ASSETS AT AMORTISED COST**

Description	Classification	Unrestricted	Reserve Accounts	Total	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Cash on hand				1,300				
Municipal Bank Account	Cash and cash equivalents	2,914,233		2,914,233		NAB		At Call
Municipal Bank Account	Cash and cash equivalents	0	3,397,903	3,397,903		NAB		At Call
Term Deposit ***5396	Financial assets at amortised cost	7,237		7,237		NAB	4.80%	11/11/2025
Term Deposit ***5397	Financial assets at amortised cost	7,162		7,162		NAB	4.80%	11/11/2025
Term Deposit ***2109	Cash and cash equivalents	0	500,000	500,000		CBA	4.44%	29/07/2025
Term Deposit ***6482	Cash and cash equivalents	1,845,690		1,845,690		NAB	4.50%	22/07/2025
Term Deposit ***6435	Cash and cash equivalents	0	300,000	300,000		WBC	4.56%	29/07/2025
Term Deposit ***6443	Cash and cash equivalents	0	800,000	800,000		WBC	4.56%	26/08/2025
Term Deposit ***2095	Financial assets at amortised cost	0	800,000	800,000		WBC	4.38%	1/10/2025
Term Deposit ***210	Financial assets at amortised cost	0	800,000	800,000		NAB	4.25%	28/10/2025
Term Deposit ***2108	Financial assets at amortised cost	0	800,000	800,000		WBC	4.37%	26/11/2025
Term Deposit ***2109	Cash and cash equivalents	0		0	293,838	CBA	4.14%	22/07/2025
<b>Total</b>		<b>4,774,322</b>	<b>7,397,903</b>	<b>12,172,225</b>	<b>293,838</b>			
<b>Comprising</b>								
Cash and cash equivalents		4,759,923	4,997,903	9,757,826	293,838			
Financial assets at amortised cost - Term Deposits		14,399	2,400,000	2,414,399	0			
		<b>4,774,322</b>	<b>7,397,903</b>	<b>12,172,225</b>	<b>293,838</b>			

**KEY INFORMATION**

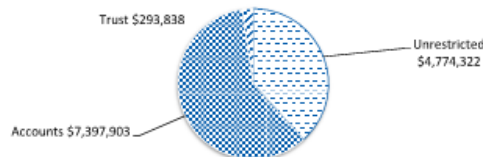
Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of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

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

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

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

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 8 - Other assets.



**TOWN OF COTTESLOE**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 30 JUNE 2025**

**4 RESERVE ACCOUNTS**

Reserve account name	Budget				Actual			
	Opening	Transfers	Transfers	Closing	Opening	Transfers	Transfers	Closing
	Balance	In (+)	Out (-)	Balance	Balance	In (+)	Out (-)	Balance
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Reserve accounts restricted by legislation</b>								
Payment in lieu of parking plan reserve	12,613	612	0	13,225	12,613	679	0	13,292
<b>Reserve accounts restricted by Council</b>								
Active transport reserve	235,129	211,413	(30,000)	416,542	235,129	12,650	(23,608)	224,171
Civic centre reserve	291,048	14,127	(29,000)	276,175	291,048	14,303	(29,000)	276,351
Foreshore redevelopment reserve	3,575,980	173,575	0	3,749,555	3,575,980	192,390	0	3,768,370
Green infrastructure and sustainabilities initiatives reserve	203,767	109,891	(124,292)	189,366	203,767	10,700	(6,117)	208,350
Information technology reserve	396,635	79,252	(406,209)	69,678	396,635	4,292	(400,927)	0
Infrastructure reserve	755,043	367,645	(74,490)	1,048,198	755,043	38,667	(74,490)	719,220
Leave reserve	207,728	60,122	0	267,850	207,728	11,176	0	218,904
Legal reserve	160,714	7,801	0	168,515	160,714	8,647	0	169,361
Library reserve	249,817	12,126	0	261,943	249,817	13,440	0	263,257
Property reserve	308,015	398,986	(287,685)	419,316	308,015	10,016	(201,393)	116,638
Public open space reserve	746,739	36,246	(141,028)	641,957	746,739	39,787	(32,022)	754,504
Recreation precinct reserve	15,298	743	0	16,041	15,298	823	0	16,121
Right of way reserve	194,653	9,448	(65,618)	138,483	194,653	8,339	(65,618)	137,374
Sculpture and artworks reserve	126,890	6,159	0	133,049	126,890	6,827	0	133,717
Shark barrier reserve	145,431	12,059	0	157,490	145,431	7,824	0	153,255
Waste management reserve	213,529	10,365	0	223,894	213,529	11,488	0	225,017
	<b>7,839,029</b>	<b>1,510,570</b>	<b>(1,158,322)</b>	<b>8,191,277</b>	<b>7,839,029</b>	<b>392,048</b>	<b>(833,175)</b>	<b>7,397,903</b>

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**INVESTING ACTIVITIES**

**5 CAPITAL ACQUISITIONS**

Capital acquisitions	Adopted		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - non-specialised	737,106	737,106	246,750	(490,356)
Furniture and equipment	131,218	131,218	65,828	(65,390)
Plant and equipment	292,000	292,000	282,954	(9,046)
<b>Acquisition of property, plant and equipment</b>	<b>1,160,324</b>	<b>1,160,324</b>	<b>595,532</b>	<b>(564,792)</b>
Infrastructure - roads	446,492	446,492	312,650	(133,842)
Infrastructure - car parks	190,636	190,636	157,351	(33,285)
Infrastructure - drainage	34,000	34,000	27,000	(7,000)
Infrastructure - footpaths	453,058	453,058	51,354	(401,704)
Infrastructure - parks and ovals	479,225	479,225	129,663	(349,562)
Infrastructure - right of way	65,618	65,618	65,618	0
Infrastructure - other	848,250	848,250	584,024	(264,226)
<b>Acquisition of infrastructure</b>	<b>2,517,279</b>	<b>2,517,279</b>	<b>1,327,660</b>	<b>(1,189,619)</b>
<b>Total of PPE and Infrastructure.</b>	<b>3,677,603</b>	<b>3,677,603</b>	<b>1,923,192</b>	<b>(1,754,411)</b>
<b>Total capital acquisitions</b>	<b>3,677,603</b>	<b>3,677,603</b>	<b>1,923,192</b>	<b>(1,754,411)</b>
<b>Capital Acquisitions Funded By:</b>				
Capital grants and contributions	1,228,261	1,228,261	297,108	(931,153)
Other (disposals & C/Fwd)	137,000	137,000	165,217	28,217
Reserve accounts				
Active transport reserve	30,000	(30,000)	23,608	53,608
Civic centre reserve	29,000	(29,000)	29,000	58,000
Green infrastructure and sustainability initiatives reserve	124,292	(124,292)	6,117	130,409
Information technology reserve	406,209	(406,209)	400,927	807,136
Infrastructure reserve	74,490	(74,490)	74,490	148,980
Property reserve	287,685	(287,685)	201,393	489,078
Public open space reserve	141,028	(141,028)	32,022	173,050
Right of way reserve	65,618	(65,618)	65,618	131,236
Contribution - operations	1,154,020	3,470,664	627,692	(2,842,972)
<b>Capital funding total</b>	<b>3,677,603</b>	<b>3,677,603</b>	<b>1,923,192</b>	<b>(1,754,411)</b>

**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.

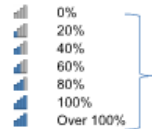
Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent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

**TOWN OF COTTESLOE**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 30 JUNE 2025**

**INVESTING ACTIVITIES**

**5 CAPITAL ACQUISITIONS (CONTINUED) - DETAILED**

Capital expenditure total  
 Level of completion indicators



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red

		Account Description	Adopted		YTD Actual	Variance	
			Budget	YTD Budget		(Under)/Over	
	05.1023.0002	Jarrad Street Carpark Footpath Renewal (Boatshed)	62,000	62,000	53,456	8,544	
	05.5010.0002	Cottesloe Carpark No.1 Patching	35,000	35,000	27,195	7,805	
	05.5021.0002	Cottesloe Carpark No.2 Strategy - WIP	93,636	93,636	76,700	16,936	
	09.9000.0002	Drainage Installation	34,000	34,000	27,000	7,000	
	15.1051.0002	Eric Street Shared Path (Marine Parade to Curtin Avenue)	30,000	30,000	23,608	6,392	
	15.9000.0002	Footpath and Kerb Renewal	23,058	23,058	20,147	2,911	
	14.1126.0002	Marine Parade Shared path upgrade	400,000	400,000	7,599	392,401	
	48.1068.0020	Inground sensors	71,568	71,568	28,500	43,068	
	20.1136.0002	Replace Bore and Pump at Napier Street and Curtin Avenue Intersection	4,292	4,292	4,292	0	
	20.1126.0002	Reticulation Upgrade Marine Parade (Vera Street to North Street)	55,000	55,000	33,972	21,028	
	20.6110.0002	Upgrade Reticulation System at Jasper Green (improve pressure)	15,000	15,000	9,664	5,336	
	45.1047.1142	Renewal of Shade Shelters (Main Beach)	19,140	19,140	19,140	0	
	45.4131.0002	Beach Access Path Upgrades & Modifications	60,000	60,000	30,378	29,622	
	45.6040.0002	Groyne Access Ramp Works	150,000	150,000	28,663	121,337	
	44.4101.0002	Supply and install handrail at stairs in front of Cottesloe Surf Lifesaving Club Boatshed	6,490	6,490	6,490	0	
	43.4010.0002	Anderson Pavilion Protection Fence	8,290	8,290	8,290	0	
	43.1068.0002	Forest Street Compacting bin	0	0	5,400	(5,400)	
	45.1047.0002	Foreshore Retaining Wall	68,000	68,000	59,208	8,792	
	45.4185.0002	Shark Barrier	400,000	400,000	400,000	0	
	45.6120.0002	Skate Park Signage & John Black Dune Park drink fountain	86,330	86,330	21,330	65,000	
	44.4131.0002	Beach Access Path Upgrade (Detail Design)	50,000	50,000	5,125	44,875	
	35.4049.0002	Office Refurbishment Stage 2	115,000	115,000	28,516	86,484	
	30.4085.0002	Renewal of Shade Sails	12,220	12,220	4,280	7,940	
	30.6030.1144	Replace three lighting towers in the upper lawn area of the Civic Centre	15,000	15,000	8,917	6,083	
	30.9000.1141	Harvey Field (Broome Street) Playground Upgrade	290,422	290,422	15,639	274,783	
	30.7010.0002	Andrews Place Playground Softfall Replacement	19,291	19,291	19,291	0	
	28.7031.0002	Dutch Inn Playground Steel Shelter	18,000	18,000	12,731	5,269	
	29.7030.0002	Civic Centre Playground Upgrade Project (Detail Design)	36,000	36,000	20,876	15,124	
	30.6100.0002	Harvey Field - cricket net & basketball hoop renewal	14,000	14,000	0	14,000	
	23.2022.0002	ROW 4B	65,618	65,618	65,618	0	
	38.1126.0002	Marine Parade Raised Platform (Dutch Inn)	20,000	20,000	0	20,000	
	39.7130.0002	Healthy Streets Project	126,000	126,000	24,146	101,854	
	40.1156.0002	MRRG Project - Railway Street (Perth Street to Burt Street)	83,000	83,000	88,940	(5,940)	
	40.9000.0002	Roads to Recovery Project - TBC	52,725	52,725	49,086	3,639	
	40.1126.0002	Marine Parade Lighting	5,000	5,000	4,724	276	
	40.1028.0002	Brixton Street Resurfacing	15,000	15,000	0	15,000	
	40.1052.0115	Deane Street Resurfacing	103,767	103,767	97,893	5,874	
	40.1126.0110	Marine Parade (Forrest Street) Speed Cushions	11,000	11,000	9,768	1,232	
	40.1126.0115	Marine Parade Crossings Linemarking	30,000	30,000	38,093	(8,093)	
	35.4010.0002	Anderson Pavilion Development (C/Fwd)	91,201	91,201	27,160	64,041	
	35.4019.0002	149 Marine Parade Toilet Upgrade	187,000	187,000	184,916	2,084	
	35.4050.0002	Civic Centre Conservation Renewal	43,905	43,905	411	43,494	
	33.6080.0002	South Cottesloe Toilet	300,000	300,000	856	299,144	
	49.9000.0016	Photocopier	25,000	25,000	0	25,000	
	48.4050.0902	Office Accommodation	29,000	29,000	31,688	(2,688)	
	49.4050.0002	Civic Centre Building Hydrotap	5,650	5,650	5,641	9	
	47.9000.0002	Fleet and Plant Replacement	292,000	292,000	282,954	9,046	
			<b>3,677,603</b>	<b>3,677,603</b>	<b>1,923,192</b>	<b>1,754,412</b>	

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**OPERATING ACTIVITIES**

**6 DISPOSAL OF ASSETS**

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
	<b>Plant and equipment</b>								
1450	Bobcat	25,000	25,000	0	0	9,626	31,818	22,192	
1724	Ride on mower	36,355	36,355	0	0	32,081	36,355	4,274	
1500	Ride on mower	3,645	3,645	0	0		9,545	9,545	
1505	Suzuki Swift	11,000	11,000	0	0		12,727	12,727	
1610	Ford Ranger Ute	21,000	21,000	0	0	26,898	19,318		(7,580)
1504	Water Truck	40,000	40,000	0	0	5,759	22,727	16,968	
1506	Keverek Crane (attached to 1504)	0	0	0	0	5,752			(5,752)
1720	Subaru Outback	0	0	0	0	30,054	32,727	2,673	
		<b>137,000</b>	<b>137,000</b>	<b>0</b>	<b>0</b>	<b>110,170</b>	<b>165,217</b>	<b>68,379</b>	<b>(13,332)</b>



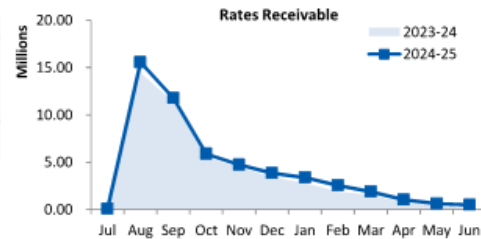
**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**OPERATING ACTIVITIES**

**7 RECEIVABLES**

**Rates receivable**

	30 June 2024	30 Jun 2025
	\$	\$
Opening arrears previous year	216,324	267,438
Levied this year	12,493,659	11,339,715
Less - collections to date	(12,442,545)	(11,113,456)
<b>Net rates collectable</b>	<b>267,438</b>	<b>493,697</b>
% Collected	97.9%	95.7%



**Receivables - general**

	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	79,362	47,028	17,002	397,174	540,566
Percentage	0.0%	14.7%	8.7%	3.1%	73.5%	
<b>Balance per trial balance</b>						
Trade receivables		79,362	47,028	17,002	397,174	540,566
GST receivable		121,331				121,331
Receivables for employee related provisions					(41,133)	(41,133)
<b>Total receivables general outstanding</b>						<b>620,764</b>

Amounts shown above include GST (where applicable)

**KEY INFORMATION**

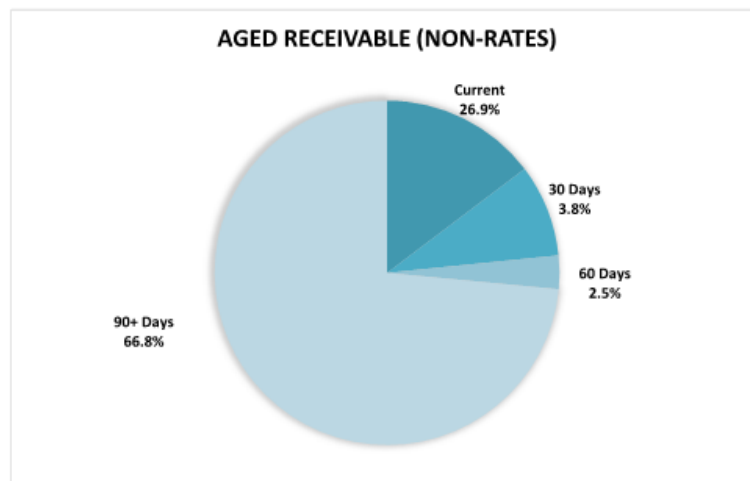
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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

**Classification and subsequent measurement**

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

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



**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**OPERATING ACTIVITIES**

**8 OTHER CURRENT ASSETS**

	Opening Balance 1 July 2024	Asset Increase	Asset Reduction	Closing Balance 30 June 2025
	\$	\$	\$	\$
<b>Other current assets</b>				
<b>Other financial assets at amortised cost</b>				
Financial assets at amortised cost	5,382,147		(2,967,748)	2,414,399
Financial assets at amortised cost - self supporting loans	35,069		(35,069)	0
Financial assets at fair values through other comprehensive income	35,802		(35,802)	0
<b>Inventory</b>				
Visitor centre stock	31,261			31,261
Other inventories - Provision for Obsolescence	(22,301)			(22,301)
<b>Other assets</b>				
Prepayments	232,772		(232,772)	0
Accrued income	11,523		(11,099)	424
Contract assets	207,534		(207,534)	0
<b>Total other current assets</b>	<b>5,913,807</b>	<b>0</b>	<b>(3,490,024)</b>	<b>2,423,783</b>
Amounts shown above include GST (where applicable)				

**KEY INFORMATION**

**Other financial assets at amortised cost**

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

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

**Inventory**

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**OPERATING ACTIVITIES**

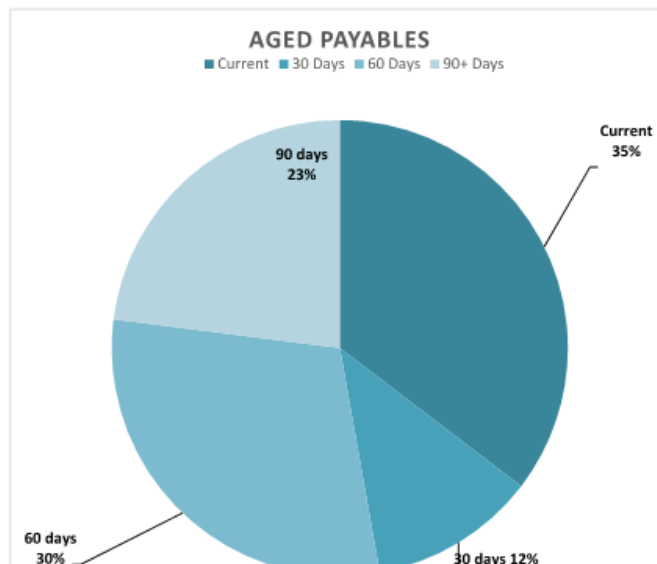
**9 PAYABLES**

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	(169,147)	56,611	142,430	109,946	139,839
Percentage	0.0%	35.4%	11.8%	29.8%	23.0%	
<b>Balance per trial balance</b>						
Sundry creditors		(169,147)	56,611	142,430	109,945	139,839
Bonds and deposits held		11,364	(11,400)	5,500	915,476	920,940
Income received in advance					101,901	101,901
Accrued expenses					231,589	231,589
Contract retention					16,609	16,609
<b>Total payables general outstanding</b>						<b>1,410,878</b>

Amounts shown above include GST (where applicable)

**KEY INFORMATION**

Trade and other payables represent liabilities for goods and services provided to the Town prior to the end of the period that are unpaid and arise when the Town becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**FINANCING ACTIVITIES**

**10 BORROWINGS**

**Repayments - borrowings**

Information on borrowings Particulars	Loan No.	1 July 2024	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$
JOINT LIBRARY	107	2,037,001	(319,050)	(319,050)	1,717,951	1,717,951	(127,499)	(127,499)
		2,037,001	(319,050)	(319,050)	1,717,951	1,717,951	(127,499)	(127,499)
<b>Self supporting loans</b>								
COTTESLOE TENNIS CLUB	108	71,096	(35,069)	(35,069)	36,027	36,027	(1,691)	(1,691)
		71,096	(35,069)	(35,069)	36,027	36,027	(1,691)	(1,691)
<b>Total</b>		<b>2,108,097</b>	<b>(354,119)</b>	<b>(354,119)</b>	<b>1,753,978</b>	<b>1,753,978</b>	<b>(129,190)</b>	<b>(129,190)</b>
Current borrowings		354,119			0			
Non-current borrowings		1,753,978			1,753,978			
		<b>2,108,097</b>			<b>1,753,978</b>			

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  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**FINANCING ACTIVITIES**

**11 LEASE LIABILITIES**

**Movement in carrying amounts**

Information on leases Particulars	Lease No.	1 July 2024	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$
Depot facility	1	1,129,858	(66,954)	(67,000)	1,062,904	1,062,858	(46,498)	(46,500)
Telephone system	3	342	(148)	(342)	194	0	9	0
Folding machine (New)	4	6,149	(4,299)	(4,299)	1,850	1,850	(189)	(189)
<b>Total</b>		<b>1,136,349</b>	<b>(71,401)</b>	<b>(71,641)</b>	<b>1,064,948</b>	<b>1,064,708</b>	<b>(46,678)</b>	<b>(46,689)</b>
Current lease liabilities		59,583			-11,818			
Non-current lease liabilities		1,076,766			1,076,766			
		<b>1,136,349</b>			<b>1,064,948</b>			

All lease repayments were financed by general purpose revenue.

0

**KEY INFORMATION**

At inception of a contract, the Town assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Town uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025

INVESTING ACTIVITIES

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability 1 July 2024	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Jun 2025	Current Liability 30 Jun 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Capital grants and subsidies</b>								
Anderson Pavillion Development (C/Fwd)				0		26,057	26,057	0
DPIRD - Dept Fisheries				0		400,000	400,000	400,000
Eric Street Shared Path (Marine Parade to Curtin Avenue)				0		242,507	(155,651)	(155,651)
LRCI Program				0		90,422	90,422	0
MRRG Improvement - Railway St (Perth St to Burt St)				0		83,000	83,000	42,746
Road Safety Council				0		20,000	20,000	0
Roads to Recovery				0		90,163	52,725	0
Healthy Streets Project				0		0	100,000	0
Marine Parade Shared Path Upgrade Project				0		0	400,000	0
	0	0	0	0	0	952,149	1,016,553	287,095
<b>Capital contributions</b>								
Cash in lieu of public open space				0	0	11,708	11,708	10,013
LGIS (Civic Centre Conservation Renewal)				0	0	200,000	200,000	0
	0	0	0	0	0	211,708	211,708	10,013
<b>TOTALS</b>	0	0	0	0	0	1,163,857	1,228,261	297,108

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**OPERATING ACTIVITIES**

**12 OTHER CURRENT LIABILITIES**

	Note	Opening Balance 1 July 2024 \$	Liability transferred from/(to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 30 June 2025 \$
<b>Other current liabilities</b>						
<b>Other liabilities</b>						
Contract liabilities		62,663	0		(402)	62,261
<b>Total other liabilities</b>		62,663	0	0	(402)	62,261
<b>Employee Related Provisions</b>						
Annual leave		711,871	0	7,528		719,399
Long service leave		463,921	0		(25,820)	438,101
<b>Total Provisions</b>		1,175,792	0	7,528	(25,820)	1,157,500
<b>Total other current liabilities</b>		1,238,455	0	7,528	(26,222)	1,219,761

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13

**KEY INFORMATION**

**Provisions**

Provisions are recognised when the Town has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

**Employee Related Provisions**

**Short-term employee benefits**

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

The Town's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

**Other long-term employee benefits**

The Town's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Town's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Town does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

**Contract liabilities**

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

**Capital grant/contribution liabilities**

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Town are recognised as a liability until such time as the Town satisfies its obligations under the agreement.

**TOWN OF COTTESLOE**  
**SUPPLEMENTARY INFORMATION**  
**FOR THE PERIOD ENDED 30 JUNE 2025**

**OPERATING ACTIVITIES**

**13 GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability 1 July 2024	Increase in Liability	Decrease in Liability (As revenue)	Liability 30 Jun 2025	Current Liability 30 Jun 2025	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Grants and subsidies</b>								
Coastal Adaptation and Protection Grants (DoT)				0		17,704	17,704	47,704
Direct Grant (MRWA)				0		33,822	33,822	33,822
Financial Assistance Grants - General (WALGGC)				0		188,998	33,305	153,315
Financial Assistance Grants - Local Road (WALGGC)				0		106,152	10,703	76,666
Sanitation				0		2,651	2,651	0
Australia Day				0		15,000	12,000	10,305
Urban Canopy (WALGA)				0		11,770	33,336	33,336
	0	0	0	0	0	376,097	143,521	355,148
<b>Contributions</b>								
Community stewardship				0		7,341	10,000	9,418
Cottesloe RSL Sub Branch				0		4,000	500	4,900
Hire facilities damage				0		500	5,000	4,795
MRWA street lighting utilities				0		15,000	15,000	13,666
Parking Facilities				0		45,000	25,000	0
Salary Subsidy				0		0	3,885	3,884
PTA Bus Stop Infrastructure Partnership				0		1,000	1,000	307
	0	0	0	0	0	72,841	60,385	36,970
<b>TOTALS</b>	0	0	0	0	0	448,938	203,906	392,118

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**14 INVESTMENT IN ASSOCIATES**

**(a) Investment in associate**

The table below reflects the financial results of the Town's investment in associates as reported by the associate.

Aggregate carrying amount of interests in associates accounted for using the equity method are reflected in the table below.

**Carrying amount at 1 July**  
**Carrying amount at 30 June**

Adopted		
Budget Revenue	YTD Budget	YTD Revenue Actual
\$	\$	\$
0	0	633,255
0	0	633,255

**KEY INFORMATION**

**Investments in associates**

An associate is an entity over which the Town has the power to participate in the financial and operating policy decisions of the investee but not control or joint control of those policies.

Investments in associates are accounted for using the equity method. The equity method of accounting, is whereby the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the Town's share of net assets of the associate. In addition, the Town's share of the profit or loss of the associate is included in the Town's profit or loss.

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**15 TRUST FUND**

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2024	Amount Received	Amount Paid	Closing Balance 30 June 2025
	\$	\$	\$	\$
Cash in lieu of public open space	280,195	12,787	0	292,982
Abandoned Vehicles	850	6	0	856
	<b>281,045</b>	<b>12,793</b>	<b>0</b>	<b>293,838</b>

**TOWN OF COTTESLOE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 30 JUNE 2025**

**16 BUDGET AMENDMENTS**

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

Description	Council Resolution	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
		\$	\$	\$	\$
<b>Budget adoption</b>					
Seaview golf club stage 2 feasibility study	22/10/2024			(75,000)	(75,000)
Transfer from Property Reserve	22/10/2024		75,000		0
Detailed design - Healthy Streets - Broome St & Marmion St treatments	26/11/2024			(100,000)	(100,000)
MRWA grant funding for healthy streets project - Detailed design	26/11/2024		100,000		0
Sculpture by the Sea events operating expense	17/12/2024		70,000		70,000
Grant to Sculpture by the Sea Incorporated	17/12/2024			(5,000)	65,000
Closing surplus from Audited 2023/2024 Annual Financial Statements	25/02/2025		1,119,269		1,184,269
Increase Interim Rate	25/03/2025		25,000		1,209,269
Rates - Other immaterial budget amendments	25/03/2025		19,220		1,228,489
Decrease FAG General received in advance in 2023/2024	25/03/2025			(155,693)	1,072,796
Decrease FAG Road received in advance in 2023/2024	25/03/2025			(95,449)	977,347
Grants - Other immaterial budget amendments	25/03/2025		6,110		983,457
Increase revenue on additional domestic general waste collection	25/03/2025		69,545		1,053,002
Decrease revenue on Development Application Fee	25/03/2025			(50,000)	1,003,002
Increase revenue on Building Licence Fees	25/03/2025		50,000		1,053,002
Decrease other revenue - waste fees & charges general waste service	25/03/2025			(25,000)	1,028,002
Increase revenue on Work Zone Permit	25/03/2025		30,000		1,058,002
Fees and charges - Other immaterial budget amendments	25/03/2025		32,875		1,090,877
Increase Interest income on Municipal Investments	25/03/2025		65,000		1,155,877
Increase Interest income on Reserve Investments	25/03/2025		51,261		1,207,138
Interest revenue - Other immaterial budget amendments	25/03/2025		14,000		1,221,138
Other revenue - Other immaterial budget amendments	25/03/2025		14,150		1,235,288
Fair value adjustments to financial assets - Other immaterial budget amendments	25/03/2025			(7,822)	1,227,466
Increase agency staff hire costs - Town Planning & Regional Devel	25/03/2025			(46,760)	1,180,706
Decrease salaries & wages for operating project - Natural Areas Management Plan	25/03/2025		30,000		1,210,706
Transfer labour costs from foreshore maintenance to foreshore general waste collection	25/03/2025			(56,000)	1,154,706
Transfer labour costs from Parks and Reserves maintenance to general waste collection	25/03/2025			(62,000)	1,092,706
Transfer labour costs from foreshore maintenance to foreshore general waste collection	25/03/2025		56,000		1,148,706
Transfer labour costs from Parks and Reserves maintenance to general waste collection	25/03/2025		62,000		1,210,706
Employee costs - Other immaterial budget amendments	25/03/2025			(56,000)	1,154,706

| 19

## FOR THE PERIOD ENDED 30 JUNE 2025

## 16 BUDGET AMENDMENTS

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

Description	Council Resolution	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
		\$	\$	\$	\$
Increase audit & associated expenses	25/03/2025			(86,680)	1,068,026
Increase plant operation costs - Repairs	25/03/2025			(30,000)	1,038,026
Increase Seaview Golf Club Strategy Stage 1	25/03/2025			(120,000)	918,026
Increase Town Planning Scheme 4	25/03/2025			(25,000)	893,026
Decrease Sculpture by the Sea Cottesloe Cat services	25/03/2025		30,000		923,026
Increase ERP implementation for approved variations	25/03/2025			(31,000)	892,026
Decrease Depot Waste Removal, cost savings as the Town is now managing its own green waste at the Operations Centre	25/03/2025		25,000		917,026
Materials and contracts - Other immaterial budget amendments	25/03/2025		24,300		941,326
Utility charges - Other immaterial budget amendments	25/03/2025			(5,700)	935,626
Increase Right of Use Depreciation - Depot Lease	25/03/2025			(58,574)	877,052
Finance costs - Other immaterial budget amendments	25/03/2025			(12,366)	864,686
Insurance - Other immaterial budget amendments	25/03/2025			(5,765)	858,921
Other expenditure - Other immaterial budget amendments	25/03/2025		0		858,921
Decrease LRCI Grant funding for Eric Street Shared Path (Marine Parade to Curtin Avenue)	25/03/2025			(242,507)	616,414
Contract asset write off for Eric Street Shared Path LRCI grant	25/03/2025			(155,651)	460,763
Decrease Roads to Recovery grant	25/03/2025			(37,438)	423,325
New capital project: Marine Parade Shared Path Upgrade Project	25/03/2025		400,000		823,325
Increase Proceeds from Sale of fixed asset	25/03/2025		33,000		856,325
Increase South Cottesloe Toilet, additional budget	25/03/2025			(100,000)	756,325
Seaview Golf Club Strategy reclassified as operating	25/03/2025		75,000		831,325
New capital project: Office Refurbishment Stage 2	25/03/2025			(115,000)	716,325
Purchase of plant and equipment - Other immaterial budget amendments	25/03/2025		5,400		721,725
Purchase of furniture and equipment - Other immaterial budget amendments	25/03/2025			(9,650)	712,075
OCM Nov 2024 (210/2024): Additional for Healthy Street Footpath design	25/03/2025			(26,000)	686,075
New capital project: Marine Parade Crossings Line marking Removal and Re-Installation	25/03/2025			(30,000)	656,075
Reduced Roads to Recovery projects to match the confirmed roads to recovery allocation	25/03/2025		37,438		693,513
Purchase and construction of infrastructure (roads) - Other immaterial budget amendments	25/03/2025			(26,618)	666,895
Increase Carpark No 2 Strategy	25/03/2025			(30,000)	636,895
New capital project: Marine Parade Shared Path Upgrade Project	25/03/2025			(400,000)	236,895
Decrease Eric Street Shared Path (Marine Parade to Curtin Avenue)	25/03/2025		246,756		483,651
Decrease Reticulation Upgrade Marine Parade (Vera Street to North Street)	25/03/2025		25,000		508,651
Decrease Beach Access Path Upgrades & Modifications, project completed with surplus	25/03/2025		70,059		578,710
New capital project: John Black Dune Park Drink Fountain	25/03/2025			(65,000)	513,710

| 20

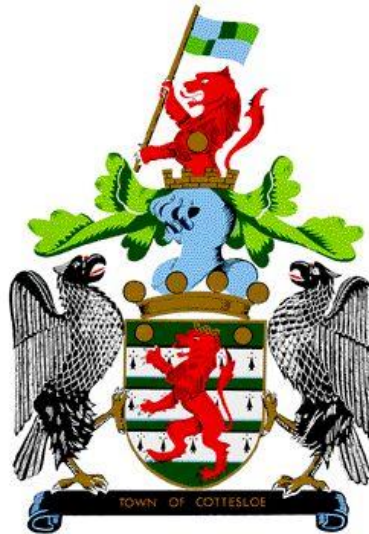
## FOR THE PERIOD ENDED 30 JUNE 2025

## 16 BUDGET AMENDMENTS

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

Description	Council Resolution	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
		\$	\$	\$	\$
Purchase and construction of infrastructure (other) - Other immaterial budget amendments	25/03/2025			(12,397)	501,313
Transfers from reserve accounts - Other immaterial budget amendments	25/03/2025			(26,268)	475,045
Payments for principal portion of lease liabilities - Other immaterial budget amendments	25/03/2025			(12,058)	462,987
Increase transfer to Leave Reserve - Surplus	25/03/2025			(50,000)	412,987
Increase transfer to Active Transport Reserve - Marine Paraded Shared Path Upgrade Project	25/03/2025			(200,000)	212,987
Increase transfer to Information Technology Reserve - ERP Implementation Variations & HR Module	25/03/2025			(60,000)	152,987
Transfers to reserve accounts - Other immaterial budget amendments	25/03/2025			(51,261)	101,726
Reallocate from LRCL to fund the resurfacing project on Deane Street	25/03/2025			(103,767)	(2,041)
Resurfacing project on Deane Street	25/03/2025		103,767		101,726
Transfer from POS Reserve to fund the balance of the Harvey Field playground project	25/03/2025			(103,767)	(2,041)
Increase balance of Harvey Field playground project	25/03/2025		103,767		101,726
Reduction of budget from solar panel project	22/04/2025		20,000		121,726
Increase transfer to Property Reserve	22/04/2025			(8,000)	113,726
New project - foreshore carpark 1 handrail replacement	22/04/2025			(12,000)	101,726
Transfer from Property reserve	22/04/2025			(33,945)	67,781
Increase budget for feasibility study of SVGC	22/04/2025		33,945		101,726
		0	2,861,383	(2,759,657)	101,726

# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

### **ITEM 10.1.3A: PAYMENT LISTING JUNE 2025**

**TOWN OF COTTESLOE**  
**PAYMENT LISTING FOR JUNE 2025**

DATE	PAYEE	DESCRIPTION	AMOUNT
27/06/2025	A Team Printing Pty Ltd	Signage supplies	\$368.50
27/06/2025	A Vear	Refund - building fee	\$171.65
27/06/2025	A1 Pools Pty Ltd	Infrastructure bond refund	\$1,000.00
27/06/2025	All4cycling Pty Ltd	Hardware items	\$945.56
17/06/2025	AlSCO Pty Ltd	Hygiene services	\$911.23
27/06/2025	AMB Holdings Pty Ltd	Refund - building permit	\$40,424.00
27/06/2025	AMPAC Debt Recovery (WA) Pty Ltd	Debt recovery commission	\$8.25
27/06/2025	Anjalie Group Pty Ltd T/as The Lawncare Man	Turf maintenance services	\$660.00
27/06/2025	Apaco Aid (Inc)	Plant supplies	\$11,151.14
27/06/2025	Assemble Commercial Pty Ltd	Infrastructure bond refund	\$1,500.00
27/06/2025	ATF Craddock Family Trust T/as Cubispec Washroom Systems & Interia Fitouts	Consultancy services - office fit-out Civic Centre building	\$17,053.30
17/06/2025	ATF Craddock Family Trust T/as Cubispec Washroom Systems & Interia Fitouts	Consultancy services - office fit-out Civic Centre building	\$616.00
27/06/2025	ATI-Mirage Training and Business Solutions Pty Ltd T/as ATI-Mirage	Staff training	\$279.00
27/06/2025	Australia Day Council of WA Inc T/as Auspire	Membership fees	\$800.00
17/06/2025	Australia Post	Postage services	\$2,328.78
17/06/2025	Australian Institute of Management	Staff training	\$2,124.00
19/06/2025	Australian Services Union	Payroll deduction	\$185.50
05/06/2025	Australian Services Union	Payroll deduction	\$185.50
19/06/2025	Australian Taxation Office	Payroll deduction	\$58,091.00
05/06/2025	Australian Taxation Office	Payroll deduction	\$50,101.00
27/06/2025	B Wylenko	Elected member allowance	\$4,337.50
17/06/2025	Bicycle Network Victoria	Data collection services	\$1,650.00
27/06/2025	Blackwood & Sons	Hardware items	\$16.63
27/06/2025	Bluecoast Consulting Engineers Pty Ltd	Consultancy services - inspection of infrastructure	\$12,203.40
27/06/2025	Boatshed Market Pty Ltd T/as Boatshed Fresh Food	Catering services	\$11.00
17/06/2025	Boatshed Market Pty Ltd T/as Boatshed Fresh Food	Catering services	\$460.00
27/06/2025	Bob Jane T-Mart	Vehicle maintenance	\$856.00
17/06/2025	Bob Jane T-Mart	Vehicle maintenance	\$45.00
27/06/2025	Bug Busters	Pest control	\$220.00
27/06/2025	Bunnings Group Ltd	Hardware items	\$1,551.68
17/06/2025	Bunnings Group Ltd	Hardware items	\$840.42
27/06/2025	Burgess Rawson (WA) Pty Ltd	Lease payment	\$8,250.00
20/06/2025	C Kepert	Rates refund - overpayment	\$861.41
17/06/2025	C Van Schouwen	Partial refund - new animal registration	\$100.00
27/06/2025	Cat Welfare Society Inc T/as Cat Haven	Cat adoption reports	\$66.00
27/06/2025	Chubb Fire & Security Pty Ltd	Fire extinguisher maintenance services	\$230.65
20/06/2025	City of Kwinana	Former staff member - long service leave contribution	\$12,991.16
03/06/2025	Commonwealth Bank of Australia	Bank fees	\$50.45
27/06/2025	Corsign WA Pty Ltd	Signage supplies	\$422.40
17/06/2025	Cottesloe Playgroup Inc	Community grant	\$2,960.00
27/06/2025	CSCH Pty Ltd t/as Charles Service Company	Cleaning services	\$16,214.99
17/06/2025	CSCH Pty Ltd t/as Charles Service Company	Cleaning services	\$3,085.32
17/06/2025	Datacom Solutions (AU) Pty Ltd	Consultancy services - software implementation	\$7,970.60

**TOWN OF COTTESLOE**  
**PAYMENT LISTING FOR JUNE 2025**

DATE	PAYEE	DESCRIPTION	AMOUNT
27/06/2025	Datacom Solutions (AU) Pty Ltd	Consultancy services - software implementation	\$65,578.33
27/06/2025	David Gray & Co Pty Ltd	Bin spare parts	\$770.00
17/06/2025	Department of Fire & Emergency Services	Emergency services levy	\$194,693.58
19/06/2025	Department of Human Services	Payroll deduction	\$1,106.32
05/06/2025	Department of Human Services	Payroll deduction	\$1,106.32
17/06/2025	Department of Mines, Industry Regulation and Safety	Building services levies	\$14,405.67
27/06/2025	Department of Transport	Disclosure of information fees	\$1,319.50
17/06/2025	Department of Transport	Disclosure of information fees	\$823.55
27/06/2025	Diamond Hire	Cherry picker hire	\$444.00
17/06/2025	Diamond Hire	Cherry picker hire	\$444.00
27/06/2025	Dormakaba Australia Pty Ltd	Repairs and maintenance	\$352.00
27/06/2025	Dou He Han Pty Ltd T/as the Pamphleteers	Postage services	\$3,998.40
27/06/2025	Drainflow Services Pty Ltd	Street sweeping services	\$13,607.00
17/06/2025	Drainflow Services Pty Ltd	Street sweeping services	\$2,018.50
27/06/2025	E Deacon	Refund - venue hire & bond refund	\$2,020.00
27/06/2025	E Group Holdings Pty Ltd T/as E Fire & Safety	Servicing fire equipment	\$2,167.00
17/06/2025	Electricity Generation and Retail Corporation	Electricity costs	\$3,526.79
27/06/2025	Electricity Generation and Retail Corporation	Electricity costs	\$32,710.71
27/06/2025	Element Advisory Pty Ltd	Project consultancy services	\$6,191.35
27/06/2025	Environmental Health Australia (WA) Inc	Membership fees	\$261.00
27/06/2025	Filippone, John Frank T/as Procurement Plus	Subscription fees	\$607.20
20/06/2025	Fines Enforcement Registry	Lodgement fees	\$2,494.00
17/06/2025	Fines Enforcement Registry	Lodgement fees	\$11,954.00
27/06/2025	FJ Fitz & Co Pty Ltd T/as FJ Fitzsimmons & Co	Drain repairs and footpath maintenance	\$26,608.45
19/06/2025	Fleet Choice Pty Ltd	Payroll deduction	\$374.57
05/06/2025	Fleet Choice Pty Ltd	Payroll deduction	\$374.57
27/06/2025	Flexi Staff Group Pty Ltd T/as Flexi Staff	Temporary staff	\$3,400.76
19/06/2025	Flexi Staff Group Pty Ltd T/as Flexi Staff	Temporary staff	\$7,565.25
27/06/2025	Focus Demolition & Asbestos Removal Pty Ltd	Infrastructure bond refund	\$1,500.00
27/06/2025	Forestvale Trees Pty Ltd	Tree supplies	\$6,534.00
19/06/2025	Fortnightly payroll	Staff wages	\$189,042.06
05/06/2025	Fortnightly payroll	Staff wages	\$170,652.90
17/06/2025	Galvins Plumbing Supplies	Plumbing services	\$499.35
17/06/2025	Goodall, Stacey T/as All Good Grub	Catering services	\$1,671.45
27/06/2025	GPC Asia Pacific Pty Ltd T/as Repco	Vehicle parts and accessories	\$242.63
27/06/2025	Green Skills Inc	Horticultural services	\$28,461.07
27/06/2025	Greenshed Pty Ltd Trading as Living Turf	Turf maintenance services	\$1,342.00
17/06/2025	Greenshed Pty Ltd Trading as Living Turf	Turf maintenance services	\$2,079.00
27/06/2025	Gresley Abas Pty Ltd T/as Gresley Abas	Project consultancy services	\$18,455.25
27/06/2025	H B Sadler	Elected member allowance	\$4,337.50
27/06/2025	Hames Sharley (WA) Pty Ltd	Project consultancy services	\$4,308.16
27/06/2025	Hays Specialist Recruitment (Aust.) P/L	Temporary staff	\$11,985.57
17/06/2025	Hays Specialist Recruitment (Aust.) P/L	Temporary staff	\$10,137.09

**TOWN OF COTTESLOE**  
**PAYMENT LISTING FOR JUNE 2025**

DATE	PAYEE	DESCRIPTION	AMOUNT
05/06/2025	Hays Specialist Recruitment (Aust.) P/L	Temporary staff	\$1,781.21
27/06/2025	Helene Pty Ltd T/as LO-GO Appointments	Temporary staff	\$5,386.14
17/06/2025	Helene Pty Ltd T/as LO-GO Appointments	Temporary staff	\$6,245.42
27/06/2025	Heritage Way Pty Ltd trading as Domus Nursery	Plant supplies	\$2,100.62
17/06/2025	Heritage Way Pty Ltd trading as Domus Nursery	Plant supplies	\$555.78
27/06/2025	Hidrive Group Pty Ltd	Vehicle repair services - Ford Ranger brake light	\$217.65
27/06/2025	HiTech Security (WA) Pty Ltd	Security services	\$4,078.03
27/06/2025	Integrated Management Consultants Pty Ltd Trading as Melville Mazda	Vehicle services - Mazda CX-5	\$574.35
17/06/2025	Integrated Management Consultants Pty Ltd Trading as Melville Mazda	Vehicle services - Isuzu D-Max, Ford Ranger & Nissan X-Trail	\$3,184.40
27/06/2025	IPN Medical Centres Pty Ltd T/as Cottesloe Medical Centre	Pre-employment medical	\$495.00
17/06/2025	Iron Mountain Australia Group Pty Ltd	Storage services	\$735.36
27/06/2025	J Irvine	Elected member allowance	\$4,337.50
17/06/2025	J Morgan	Refund - sterilisation fees	\$150.00
27/06/2025	J Pilkington	Staff reimbursement - catering supplies	\$142.30
27/06/2025	Jalito Pty Ltd T/as Highway Dry Cleaners	Dry cleaning services	\$373.45
17/06/2025	Jordan, Michael Stephen T/as Jordan's Auto Electrics	Vehicle repair services - Ford Ranger inverter	\$779.00
27/06/2025	K Mason	Elected member allowance	\$4,337.50
27/06/2025	K Sadler	Refund - venue hire & bond refund	\$1,350.00
27/06/2025	Kevrek (Australia) Pty Ltd	Vehicle repair services - Hiab Truck	\$210.21
17/06/2025	L Parkinson	Refund - venue hire	\$100.00
27/06/2025	L Swart	Staff reimbursement - membership fees	\$452.00
27/06/2025	L Young	Elected member allowance	\$13,500.00
17/06/2025	Lamp Replacements Australia Pty Ltd	Fluorescent lamps	\$160.90
27/06/2025	Landgate - VGO	Gross rental valuations	\$31.60
17/06/2025	Landgate - VGO	Gross rental valuations	\$31.60
27/06/2025	M Bulbeck	Elected member allowance	\$4,337.50
05/06/2025	M Gidgup	Welcome to Country and Story telling	\$500.00
27/06/2025	M Harkins	Elected member allowance	\$6,087.50
27/06/2025	M Sharp	Staff reimbursement - working with children check	\$87.00
27/06/2025	M Thomas	Elected member allowance	\$4,337.50
27/06/2025	Major Motors Pty Ltd	Vehicle services - Mitsubishi Truck	\$1,124.65
17/06/2025	Major Motors Pty Ltd	Vehicle services - 2 Isuzu Trucks	\$806.96
27/06/2025	Managed IT Pty Ltd	IT services and licences	\$40,889.37
17/06/2025	Marketforce Pty Ltd	Printing services	\$291.50
17/06/2025	Maward Pty Ltd T/as Vanguard grafx	Media artwork services	\$80.00
27/06/2025	McLeods Lawyers Pty Ltd	Legal services	\$6,078.60
27/06/2025	MEC 929 Pty Ltd T/as Murphy's Electrical Company	Electrical services	\$4,277.90
27/06/2025	Microcom Pty Ltd Trading as MetroCount	RoadPod traffic counter appliance	\$5,280.00
27/06/2025	Midshore Pty Ltd T/as Statewide Line Marking	Line marking services	\$1,155.00
27/06/2025	Miraplex Group Pty Ltd	Construction consultancy services	\$25,968.55
17/06/2025	Miraplex Group Pty Ltd	Construction consultancy services	\$58,801.95
17/06/2025	Moore Australia (WA) Pty Ltd	Staff training	\$2,310.00
27/06/2025	Mosman Park Men's Community Shed Inc	Parks installation repairs	\$1,000.00

**TOWN OF COTTESLOE**  
**PAYMENT LISTING FOR JUNE 2025**

DATE	PAYEE	DESCRIPTION	AMOUNT
27/06/2025	My Business App Pty Ltd T/as Engagement Hub	License fee and consulting services	\$11,033.00
17/06/2025	My Business App Pty Ltd T/as Engagement Hub	Project assistance services	\$506.00
30/06/2025	National Australia Bank	Bank transfer from Municipal to Reserve account	\$2,772,059.52
30/06/2025	National Australia Bank	Bank fees	\$37.54
30/06/2025	National Australia Bank	Bank fees	\$0.64
26/06/2025	National Australia Bank	Bank fees	\$7.20
25/06/2025	National Australia Bank	Bank fees	\$12.25
16/06/2025	National Australia Bank	Bank fees	\$33.34
27/06/2025	Natural Area Holdings Pty Ltd T/as Envirowest Distributors	Plant supplies	\$14,193.85
17/06/2025	Nearmap Australia Pty Ltd	Map and location consultancy services	\$13,673.00
27/06/2025	Nu-Trac Rural Contracting	Beach cleaning services	\$11,627.00
17/06/2025	Nuts About Natives	Plant supplies	\$279.40
17/06/2025	O'Brien Glass Industries Ltd	Repairs and maintenance	\$1,589.44
27/06/2025	Omnicom Media Group Australia Pty Ltd aka Marketforce	Advertising services	\$2,876.78
27/06/2025	Oncall Plumbing & Gas Pty Ltd	Plumbing services	\$1,374.00
17/06/2025	Orikan Australia Pty Ltd	Licence fee - integrated parking system	\$121,672.10
17/06/2025	Paperbark Technologies Pty Ltd	Arborist services	\$1,100.00
27/06/2025	Perth Irrigation Centre	Vehicle parts and accessories	\$66.45
17/06/2025	Perthect Ceilings and Walls Pty Ltd	Office fit-out services	\$3,641.00
27/06/2025	Phase 3 Landscape Construction Pty Ltd	Landscape consultancy services	\$20,446.21
27/06/2025	Planning Institute of Australia Ltd	Membership fees	\$734.00
27/06/2025	Pretzos Holdings Pty Ltd T/as Coastline Mowers	Whipper snipper accessories	\$749.20
27/06/2025	Proficiency Group Pty Ltd T/as Information Proficiency & Sigma Data Solutions	IT services	\$330.00
17/06/2025	Programmed Property Services Pty Ltd	Painting services	\$2,013.00
27/06/2025	PRW Contracting Pty Ltd T/as Claremont Asphalt	Repair asphalt services	\$9,817.50
17/06/2025	Quadient Finance Australia Pty Ltd	Folding machine lease	\$411.40
17/06/2025	Quito Pty Ltd atf Quito Unit Trust T/as Benara Nurseries	Tree supplies	\$14,760.66
05/06/2025	R Felton	Refund - admin fee	\$26.90
05/06/2025	R Khanna	Refund - parking fee	\$35.00
27/06/2025	R Koteka	Refund - venue hire	\$255.00
27/06/2025	Reconciliation Western Australia Inc	Membership fees	\$849.75
27/06/2025	Relationships Australia Western Australia Incorporated	Counselling services	\$1,100.00
27/06/2025	Ricoh Australia Pty Ltd	Photocopying services	\$985.02
27/06/2025	Roads 2000 Pty Ltd	Road resurfacing and traffic management	\$202,721.30
17/06/2025	Roads 2000 Pty Ltd	Road resurfacing	\$97,595.71
27/06/2025	Rottnest Channel Swim Association	Event bond refund	\$1,000.00
27/06/2025	S Heath	Elected member allowance	\$4,337.50
27/06/2025	S Kan	Staff reimbursement - membership fees	\$884.00
27/06/2025	Securex Pty Ltd	Security services	\$57.20
17/06/2025	Shire of Peppermint Grove	The Grove Library contributions	\$171,068.70
27/06/2025	SJF Work Advice Pty Ltd	Industrial relations consultancy services	\$1,375.00
27/06/2025	SK Baumgarten & TB Shirley T/as Bobcat-Attach	Hiring services	\$264.00
17/06/2025	Source Separation Systems Pty Ltd	Waste bins	\$532.26

**TOWN OF COTTESLOE**  
**PAYMENT LISTING FOR JUNE 2025**

DATE	PAYEE	DESCRIPTION	AMOUNT
27/06/2025	South East Regional Centre for Urban Landcare Inc T/as Sercul	Drilling services	\$1,320.00
27/06/2025	Spacetoco Pty Ltd	Subscription fees	\$1,980.00
27/06/2025	St John Ambulance Western Australia Ltd	First aid training	\$2,430.00
27/06/2025	Stantec Australia Pty Ltd	Remote imagery services	\$33,841.50
27/06/2025	Stone Supplies WA Pty Ltd T/as Creation Landscape Supplies	Sand supplies	\$46.80
27/06/2025	StrataGreen	Gardening supplies	\$1,646.90
17/06/2025	Strategy 8 Pty Ltd T/as Michael Goh Photography	Photography services	\$400.00
27/06/2025	Structerre Consulting Group	Structural inspection consultancy services	\$1,603.80
19/06/2025	SuperChoice Services Pty Ltd	Superannuation contributions	\$48,226.50
05/06/2025	SuperChoice Services Pty Ltd	Superannuation contributions	\$44,120.85
27/06/2025	Systems Edge Management Services Pty Ltd	IT services	\$8,130.38
27/06/2025	T Hawthorne	Staff reimbursement - working with children check	\$87.00
27/06/2025	T Sweet	Refund - dog sterilisation fees	\$50.00
27/06/2025	Technology One Ltd T/as Digital Mapping Solutions	Subscription fees	\$4,367.39
27/06/2025	Telstra Limited	Communications services	\$3,656.45
17/06/2025	Telstra Limited	Communications services	\$1,956.90
27/06/2025	The Environmental Printing Company atf Campbell Family Trust	Printing services	\$1,584.00
17/06/2025	The Environmental Printing Company atf Campbell Family Trust	Printing services	\$1,716.00
17/06/2025	The Fruit Box Group Pty Ltd	Catering services	\$287.04
27/06/2025	The Pantry Group Pty Ltd T/as Daisies of Cottesloe	Catering services	\$540.00
27/06/2025	The SR Burke Trust T/as Burke Electrical Services	Electrical services	\$10,274.00
17/06/2025	The Trustee for AOC Unit Trust T/as Absolute Office Comforts	Office fit out	\$3,300.00
27/06/2025	The Trustee for Downundr T/as Down Under Stump Grinding	Stump grinding services	\$385.00
27/06/2025	The Trustee for Rico Family Trust T/as Solo Resource Recovery	Waste collection services	\$93,041.73
17/06/2025	The Trustee for Rico Family Trust T/as Solo Resource Recovery	Waste collection services	\$92,937.27
20/06/2025	The Trustee for The AVP Unit Trust T/as Asset Valuation Advisory	Professional valuation advisory services	\$1,980.00
17/06/2025	The Trustee for The Pipeco Unit Trust T/as Pipeco WA	Vehicle parts - water truck	\$112.39
27/06/2025	The Trustee for WRS Trust T/as Mastec Australia Pty Ltd	Bin supplies	\$3,223.22
27/06/2025	Tim Davies Landscaping Pty Ltd	Landscape consultancy services	\$14,976.50
27/06/2025	Totally Workwear Fremantle	Hardware items	\$1,209.18
17/06/2025	Totally Workwear Fremantle	Protective clothing	\$413.67
27/06/2025	Town of Cottesloe	Replenish petty cash	\$449.95
23/06/2025	Town of Cottesloe	Replenish petty cash	\$575.55
27/06/2025	Travis Mitchell Construction	Infrastructure bond refund	\$1,000.00
27/06/2025	Trustee for Butcher Family Trust T/as Animal Pest Management Services	Pest control	\$3,047.00
17/06/2025	Trustee for Parakletos Family Trust T/as O'Connor Lawnmower and Chains	Service plant and equipment	\$274.70
17/06/2025	Ultimo Catering & Events Pty Ltd	Catering services	\$438.95
27/06/2025	UV Concepts Pty Ltd T/as Airflow Concepts	Air Conditioning installation	\$2,739.00
27/06/2025	Valrose Pty Ltd	Consultancy services - ERP	\$40,027.72
27/06/2025	W Au-Yeung	Staff reimbursement - CPA Program	\$1,382.00
27/06/2025	West Coast Shade Pty Ltd	Shade sail repairs	\$2,860.00
27/06/2025	Western Chainwire	Handrail works	\$12,034.00
27/06/2025	Western Metropolitan Regional Council	Waste disposal charges	\$80,135.49

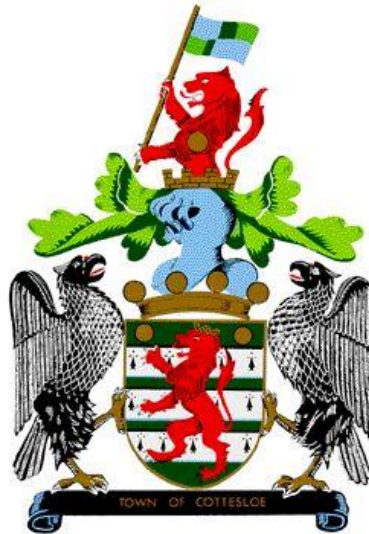
**TOWN OF COTTESLOE**  
**PAYMENT LISTING FOR JUNE 2025**

DATE	PAYEE	DESCRIPTION	AMOUNT
17/06/2025	Western Metropolitan Regional Council	Waste disposal charges	\$39,233.23
27/06/2025	Western Tree Surgeon Pty Ltd	Arborist services	\$7,425.00
17/06/2025	Western Tree Surgeon Pty Ltd	Arborist services	\$7,920.00
27/06/2025	West-Ville Constructions Pty Ltd	Infrastructure bond refund	\$1,500.00
27/06/2025	White Gum Building Pty Ltd	Infrastructure bond refund	\$1,500.00
27/06/2025	Winc Australia Pty Limited	Office stationery supplies	\$1,282.40
17/06/2025	Winc Australia Pty Limited	Office stationery supplies	\$1,780.15
27/06/2025	Woodlands Distributors Pty Ltd	Shade sail services	\$13,338.60
17/06/2025	Woodlands Distributors Pty Ltd	Dog waste bag supplies	\$3,669.60
27/06/2025	Work Clobber	Protective clothing	\$229.00
17/06/2025	Work Clobber	Protective clothing	\$572.80
27/06/2025	Young's Plumbing Service Pty Ltd	Plumbing services	\$1,315.90
17/06/2025	Young's Plumbing Service Pty Ltd	Plumbing services	\$477.95
27/06/2025	ZircoDATA Pty Ltd	Records storage services	\$679.16
<b>SUB - TOTAL EFT'S AND CHEQUES</b>			<b>\$5,425,058.31</b>
23/06/2025	National Australia Bank Business Visa	Credit card - <b>May 2025</b>	\$2,315.92
	Adobe	Software licence charges	\$32.99
	Canva	Subscription fees	\$164.99
	Starlink	Internet services	\$139.00
	Suzuki - Osborne Park	Vehicle services - Suzuki Swift	\$900.00
	Adobe	Software licence charges	\$911.86
	Adobe	Software licence charges	\$87.99
	Mailchimp	Software licence charges	\$61.09
	National Australia Bank	Credit card & international fees	\$18.00
<b>SUB - TOTAL CREDIT CARD PAYMENTS</b>			<b>\$2,315.92</b>
27/06/2025	Viva Energy Australia Pty Ltd	Shell Fuel Card - <b>May 2025</b>	\$6,247.19
	Card Number 11066560	Fuel purchases - 1GVU588	\$102.84
	Card Number 11066561	Fuel purchases - 1GXV805	\$59.10
	Card Number 11075429	Fuel purchases - 1HND285	\$542.34
	Card Number 11066565	Fuel purchases - 1HOH345	\$377.32
	Card Number 11066571	Fuel purchases - 1HRH174	\$143.18
	Card Number 11066576	Fuel purchases - 1HVS060	\$274.94
	Card Number 11066579	Fuel purchases - 1HZF134	\$199.16
	Card Number 11066580	Fuel purchases - 1HZM771	\$327.12
	Card Number 11066562	Fuel purchases - 1ICU511	\$334.88
	Card Number 11066574	Fuel purchases - 1EXZ241	\$294.98
	Card Number 11075428	Fuel purchases - 1GIZ365	\$217.06
	Card Number 11075432	Fuel purchases - 1GRD368	\$160.26
	Card Number 11066563	Fuel purchases - 1GWK670	\$145.22

TOWN OF COTTESLOE  
PAYMENT LISTING FOR JUNE 2025

DATE	PAYEE	DESCRIPTION	AMOUNT
	Card Number 11066559	Fuel purchases - 1GXJ065	\$379.54
	Card Number 11075430	Fuel purchases - 1HIY954	\$86.53
	Card Number 11066566	Fuel purchases - 1HJT268	\$308.01
	Card Number 11102758	Fuel purchases - 1HRG905	\$206.85
	Card Number 11066581	Fuel purchases - 1HTF613	\$336.84
	Card Number 11075431	Fuel purchases - 1HWK612	\$454.93
	Card Number 11066556	Fuel purchases - 1HWL927	\$493.98
	Card Number 11075433	Fuel purchases - 1IGH329	\$219.62
	Card Number 11252987	Fuel purchases - 1IKR539	\$182.01
	Card Number 11066577	Fuel purchases - DIESEL	\$244.04
	Card Number 11066569	Fuel purchases - PETROL	\$105.11
	Card Number 11286265	Fuel purchases - 1ILH187	\$51.33
SUB - TOTAL FUEL CARD PAYMENTS			\$6,247.19
GRAND TOTAL			\$5,433,621.42

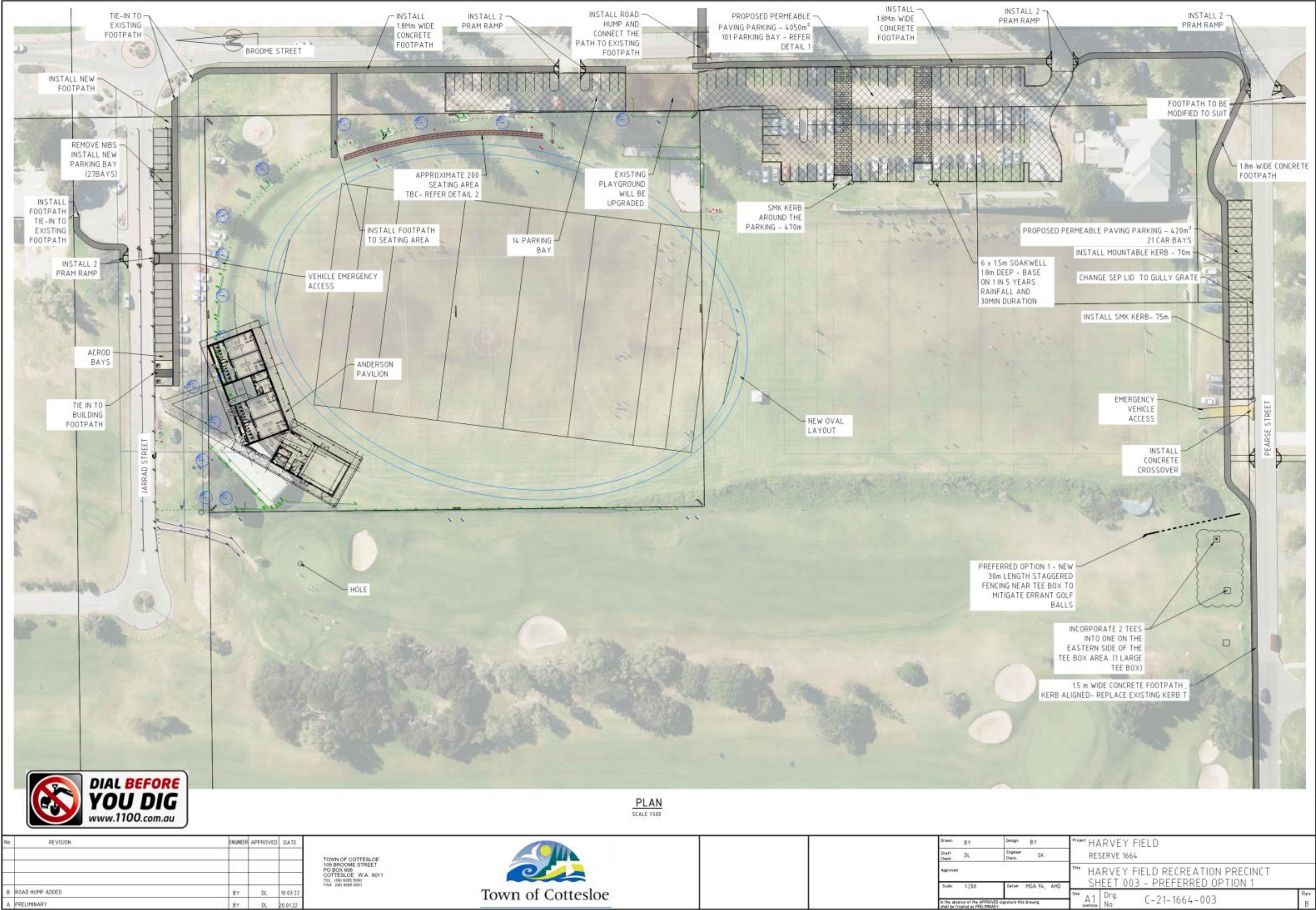
# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.4A:  
ATTACHMENT A - HARVEY FIELD RECREATION  
PRECINCT - PREFERRED OPTION 1 - 2022 AND  
SVGC RESOLUTION REGISTER**



No.	REVISION	ENGINEER	APPROVED	DATE
1	ROAD HUMP ADDED	BY	DL	10 03 22
2	PRELIMINARY	BY	DL	20 01 22

TOWN OF COTTESLOE  
100 BROOME STREET  
COTTESLOE W.A. 6011  
TEL: (08) 9285 5000  
FAX: (08) 9285 5001



Drawn	BY	Design	BY
Check	DL	Engineer	SK
Approved		Check	
Scale	1:200	Defn	MSA 94, AHD
In the absence of the APPROVED signature this drawing shall be treated as PRELIMINARY.			

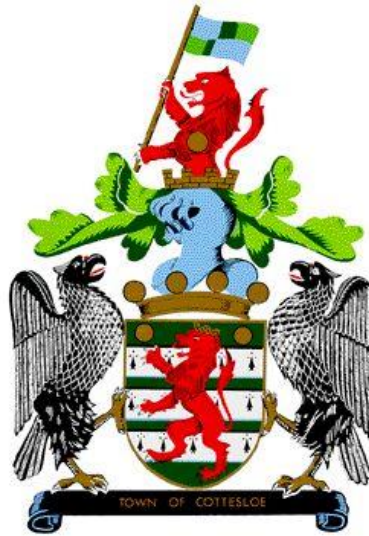
Project	HARVEY FIELD RESERVE 1664
Title	HARVEY FIELD RECREATION PRECINCT SHEET 003 - PREFERRED OPTION 1
Size	A1
Dwg. No.	C-21-1664-003
Rev	B



Council Meeting Date	Item Number	Resolution No.	Item Title	Resolution
23/02/2021	10.1.10	OCM028/2021	Recreation Precinct Masterplan	OCM028/2021 COUNCILLOR MOTION THAT Council: 1. DEFERS acceptance of the rationalised principles indicated on the attached plan (Attachment Two). 2. REQUESTS Administration consult with Key Stakeholders of the Anderson Pavilion and Harvey Field to align the rationalised Masterplan (where feasible) with their key priorities, requirements and deemed 'essentials' for the short to medium term. 3. REQUESTS Administration to CONSIDER providing additional safety barriers for protection from golf balls. 4. REQUESTS that Administration ENSURE appropriate Ambulance access and Universal Access. 5. REQUESTS Administration to RETAIN a playground facility within the precinct. 6. REQUESTS Administration to CONSIDER reincorporating the Basketball, tennis hit up area and cricket nets to maintain the multigenerational community space. 7. REQUESTS the inclusion of Formal and Informal Parking provisions to align with the AECOM Plan and feedback from Neighbours and Key Stakeholders. 8. REQUESTS the Administration to table this at the May 2021 Elected Member's Workshop upon the completion of Points One to Seven.
27/05/2021	10.1.10	OCM075/2021	HARVEY FIELDS RECREATION PRECINCT	OFFICER RECOMMENDATION AND COUNCIL RESOLUTION THAT Council: 1. APPROVES Option 3 as the preferred option for the Harvey Fields Precinct Concept for further development; and 2. NOTES that subject to the approval of point one, the design and construction of the new Anderson Pavilion will commence with a tender recommendation brought to an Ordinary Council Meeting for a contractor to be appointed for the works.
22/03/2022	10.1.5	OCM033/2022	HARVEY FIELD RECREATION PRECINCT - PUBLIC CONSULTATION	OFFICER RECOMMENDATION AND COUNCIL RESOLUTION THAT Council: 1. APPROVES the attached Concept Recreational Precinct Masterplan Diagrams for the purpose of public consultation and referral to the Heritage Council of Western Australia; 2. NOTES that the option one is the preferred solution and the fencing mentioned in option two will only be further considered after all other possible engineering approaches have been exhausted; 3. NOTES that a copy of the Community Engagement Plan will be provided to Council for its information prior to the commencement of the formal consultation; and 4. NOTES that after the public consultation an item summarising the feedback received including those provided prior to the formal survey starting will be brought to Council for consideration.
28/06/2022	10.1.10	OCM086/2022	HARVEY FIELD RECREATION PRECINCT - PREFERRED CONCEPT FOR IMPLEMENTATION	SUBSTANTIVE MOTION AND COUNCIL RESOLUTION THAT Council: 1. THANKS the community for taking the time to provide feedback through the recent public consultation survey; 2. NOTES the public consultation results within the attached report; 3. RESPONDS to the public consultation by assessing the costs of a more informal car parking arrangement as compared with the proposal outlined in the preferred concept option (formalised asphalted bays for Jarrad Street and formalised reinforced grass paving bays off Broome and Pearse streets, and bench seating). 4. BRINGS a costed comparative proposal back to Council for further consideration of the parking improvement proposals and oval seating outlined in the concept proposal compared with appropriate operational and maintenance costs of the existing non-formalised approach, and with reinforced grass paving off Jarrad Street and off Broome Street. This costed comparison should cover capital or improvement outlays and ongoing maintenance costs for each option. 5. ENDORSES the following elements of the preferred concept option to be completed in the following order, subject to funding being available: a. completion of two asphalt ACROD bays near the Anderson Pavilion; b. Relocation of tee box; c. Playground upgrade as per the Public Open Space Strategy (2019) principles; 6. Upon completion of detailed design of the 30 metre length of staggered fencing next to tee box 2, the detailed design drawings shall be brought back to Council for consideration. 7. REQUESTS the Administration to monitor the effectiveness of the tee box relocation for a period of 12 months after completion of the works and report back to Council. If the step has not adequately improved safety in the vicinity, then Council will explore (with professional advice and in consultation with the Sea View Golf Club) possible relocation of the green to improve safety, rather than progressing the high north-south fence in Option 2 in the Public Consultation survey. 8. REQUESTS the Administration to advise the Sea View Golf Club accordingly and to ensure that the issue is adequately addressed in discussions regarding the renewal of the Golf Club lease.
28.11.2023	10.1.3	OCM231/2023	Seaview Golf Course Tee Box Relocation and Fairway Re-Alignment	1. NOTES the pathway mentioned in the officer's comment section of the report; 2. NOTES the advice provided by the Golf Course Architects and the principle of Option 2 that converts the Seaview Golf Club Course hole 2 and 11 to a Par 3, fundamentally involve building a new green along the western edge of this fairway and a new tee box so that tee shots are directed away from Harvey Fields and Cottesloe Oval as shown in Richard Chamberlain Report and Diagram 4 within the Officer's Comment Section; 3. INSTRUCTS the CEO to engage with the Seaview Golf Club to obtain feedback from the Club on point 2 and determine how this fits into any future golf course improvements proposed by the Club; 4. INSTRUCTS the CEO to report to Council on the Club's insurance cover, whether and in what circumstances it covers injury to third parties caused by errant golf balls outside the boundaries of the Golf Course and whether the Golf Club's insurers have confirmed that the Club's preferred realignment option is sufficient mitigation of risk. 5. REQUESTS for an item to be tabled no later than the March 2024 Ordinary Council Meeting on the matters mentioned above.

28/05/2024	10.1.5	OCM071/2024	SEAVIEW GOLF COURSE TEE BOX RELOCATION AND FAIRWAY RE-ALIGNMENT (FAIRWAY 2 AND 11)	<p>THAT Council</p> <p>1. CONSIDERS the responses from the Seaview Golf Club and their insurers to the November 2023 Ordinary Council Meeting Resolution; and</p> <p>2. DEFERS this item no later than the July 2024 Ordinary Council Meeting for the Local Government Insurance Scheme advice to be obtain and return to Council.</p>
23/07/2024	10.1.5	OCM115/2024	SEA VIEW GOLF COURSE TEE BOX RELOCATION AND FAIRWAY RE-ALIGNMENT (FAIRWAY 2 AND 11)	<p>THAT Council</p> <p>1. DEFER consideration of the Sea View Golf Course Tee Box Relocation and Fairway Re-alignment (Fairway 2 and 11) to the October 2024 OCM and bring the matter to a briefing forum in the meantime.</p> <p>2. REQUEST the administration provide responses to the questions and concerns outlined in the rationale, in particular</p> <p>(a) if the Town has independent expert advice that a safe par 4 option has been, or can be, designed for this hole;</p> <p>(b) if council does not have such advice, should the Town be provided with legal advice on the Town's position;</p> <p>(c) can the Town require the work to be done for a par 3 hole against the wishes of Sea View Golf Club; and</p> <p>(d) if not, and the Town and Sea View Golf Club remain at an impasse, the legal liability of the Town and the Golf Club in respect of injury caused by errant golf balls.</p> <p>(e) and other relevant issues</p>
22/10/2024	13.1.1	OCM183/2024	SEA VIEW GOLF COURSE TEE BOX RELOCATION AND FAIRWAY RE-ALIGNMENT (FAIRWAY 2/11)	<p>THAT Council:</p> <p>1. APPROVES in principle the Preferred Option 1 which is the Richard Chamberlain Par 3 Solution for fairway 2/11 located adjacent to Harvey Field;</p> <p>2. INSTRUCTS the Chief Executive Officer to collaborate with the Seaview Golf Course at the cost of the Seaview Golf Club towards:</p> <p>a. The implementation of this preferred option outcome mentioned in point 1;</p> <p>b. Retaining only the existing most eastern tee box for fairway 2/11 with the closure of all other tee boxes in this location and installing a 5-metre high fence to the east of the retained tee box at a length of no more than 30 metres on the fairway level as approved by Council at the March 2022 OCM (preferred option 1) as a temporary short-term solution until implementation of the preferred option; and</p> <p>c. the relocation of the tee box to fairway 3/12 as hitting across Jarrad Street is a known public safety risk;</p> <p>3. INSTRUCTS the Chief Executive Officer to:</p> <p>a. Write to the Seaview Golf Club and their insurers (Elders Insurance) informing them of Council's preferred solution and drawing to their attention their responsibilities under the current lease which expires 1 July 2026; and</p> <p>b. Include provisions within any future lease that allows the Town the ability to effect changes to the golf course and surrounding lease area, to be implemented by either the Town or the Seaview Golf Club, at the cost of the Seaview Golf Club, pertaining to matters such as but not limited to public safety and public nuisance;</p> <p>4. NOTES the golf course design consultants' advice that the Richard Chamberlain par 3 option of approximately 150 metres in length has a lower risk of errant balls landing on Harvey Field and Cottesloe Oval than any 'achievable' Par 4 and that 'a par 3 reduces the possibility for the need to install a high fence along the boundary with Harvey Field [and Cottesloe Oval]';</p> <p>5. RECOGNISES the possibility that Council will need to revisit the high boundary fence option should a par 3 solution not be implemented by the Sea View Golf Club before the lease is due for renewal; and</p> <p>6. REQUESTS the Chief Executive Officer to report back to Council on the progress of points 2 and 3 no later than the April 2025 Elected Members Workshop.</p>
17/12/2024	13.1.3	OCM233/2024	SEAVIEW GOLF CLUB LEASE RENEWAL UPDATE	<p>THAT Council:</p> <p>1. NOTES the progress to date and defers finalising a draft lease until outstanding matters relating to the Sea View Golf Course are either resolved or significantly advanced; and</p> <p>2. INSTRUCTS the Chief Executive Officer (CEO) to continue to collaborate with the Sea View Golf Club on these outstanding matters and provide quarterly progress updates to Council, via the CEO Quarterly Report.</p>

# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.4B:  
ATTACHMENT B - RICHARD CHAMBERLAIN PAR 3  
DESIGN**



Richard Chamberlain – Par 3 design

# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.4C:  
ATTACHMENT C - LETTER AND IMAGES FOR 2/11  
AND 3/12**

11<sup>th</sup> July 2025

Dear Shaun,

Please see below the dot points and answers to your questions, regarding the email we received on Wednesday the 2<sup>nd</sup> July. We feel the message we presented verbally on Monday the 30<sup>th</sup> June to be stronger than a document like this, and if you would like me to come and present to the remaining councilors that couldn't make it on that evening, I am happy to do so.

- The rationale behind the Par 4 Jeff Lane design is below and you can also view on the video that I presented to all the councillors prior to and at the meeting. <https://youtu.be/Zx8AS-6G8Q?feature=shared>

*\*\* We acknowledge that early in the video, a mistake was made. The Town didn't approve the Michael Coate's design and it was only a recommendation from the administration.*

#### 2<sup>nd</sup>/11<sup>th</sup>

- The Eastern tee box will be lowered down to the same level of the fairway and angled inwards, so it faces away from Harvey Field. A fence will be installed next to this new tee box that points the same direction and will drastically lower errant balls onto the oval.

The landing area will be roughly 150-170 metres away from this tee box and the most inviting place to land a golf ball. This not only encourages the player to hit an iron off this tee box but also plays like the Richard Chamberlain Par 3 idea. The only difference being that a second shot is played up into the green.

The Par 4 green will be redesigned so it angles towards the players 2<sup>nd</sup> shot and we will potentially bunker the RH side of the green to deter players hitting towards the pavilion.

As discussed in the past with Council, we believe that consideration should be given to extending the fence at Anderson Pavillion. Whilst we think the above measures will address the majority of risks, extending the fence provides an extra level of protection.

#### 3<sup>rd</sup>/12<sup>th</sup>

- The thought process behind the 3<sup>rd</sup>/12<sup>th</sup> tee box is that the new location that has been recommended across the road, is very dangerous. This puts Broome Street, the houses, pedestrians and passing cars in far more danger than the current location.

The members and public golfers are completely aware that they are hitting over a road and there are signs on the tee box alerting them to this also. The members always give way to cars, pedestrians and the playing partners in the group will alert the golfer hitting the shot, if a car or person is approaching.

We plan to sink the tee box so the mound in front becomes more prominent and will force the golfer to hit a more lofted club. As I mentioned in the meeting, the more loft you have on a club, the more control the player has of a ball. However, just because the mound will be more prominent for the golfer, this will not mean that they cannot see cars. The players will clearly see cars both entering and exiting from the new tee box.

One point I will make regarding this tee box is that in my 11 years at Sea View, we have never had a serious incident. The golfers are aware of their surroundings and we feel the changes we are suggesting, will certainly increase safety.

- Please note I have put dot point #2 and #3 together below.
- Please see attached in this email a new design of the 2<sup>nd</sup>/11<sup>th</sup> hole. The major change in this design compared to what is in the Safety Masterplan and what we presented at the workshop, is that we have incorporated more trees where the 'sandy/waste' area is. Chilla made a great point that if it were just a waste land, the green could still be seen from the tee box and it may entice players to still hit a driver. This was a great observation and idea. Putting trees in this area will block out the green more and deter the player, making them hit an iron off the tee. We are also open to the idea of potentially making that area out of bounds as currently the top of the wall/Harvey Field is out of bounds. Sea View will also attempt to minimise the tree removal on the Western side of the hole and keep it under the projected amount of 25.
- I recommend that the Town and Golf Club would agree on a timeframe once the hole is in play, to then assess the safety of the design. This time frame would likely be 12 to 24 months. If during this timeframe there are any incidents demonstrating that risks to safety have not been satisfactorily addressed, the Club will work with the Town to implement further design changes to address those matters.
- Confirming that the Sea View Golf Club will be solely responsible for the costs involved in redesigning the 2<sup>nd</sup>/11<sup>th</sup> hole for the Par 4 Jeff Lane design and all other works within the Golf Club's Safety Masterplan.
- The plan moving forward should this design be approved, will be the first stage of the overall Safety Masterplan. This hole is one of four that are being realigned in our proposal, but I am sure we can all agree this hole is the most important, not only for safety but to continue the process of the new Sea View Golf Club Lease. Moving forward in the new 10-year lease, we forecast that one hole per year will be realigned. This is to minimise disruption to the golfers/community but also allow us to budget appropriately.
- There are many other points that are necessary to mention but are hard to translate via a document. Items like,
  - Ball flight and how the ball reacts with different golf clubs hit and what this means for the direction of a shot.
  - The average distance an amateur golfer hits the ball and what this means for the Par 4 idea.
  - How the golfer will react to seeing bushland and out of bounds on the tee box.
  - The Golf Club will discuss suitable tree options with the Cottesloe Coast Care and work with the community where we can regarding a replanting ratio of 3:1.
  - The Golf Club would like to discuss a 1.2m safety fence along the western side of Harvey field to protect patrons from coming down on the Golf Course and it also being a fall risk.

Thank you for taking the time to meet with us on the 30<sup>th</sup> June. As mentioned, I am happy to meet with everyone again to explain once more.

Warm regards,

Tristan McCallum  
Managing Secretary



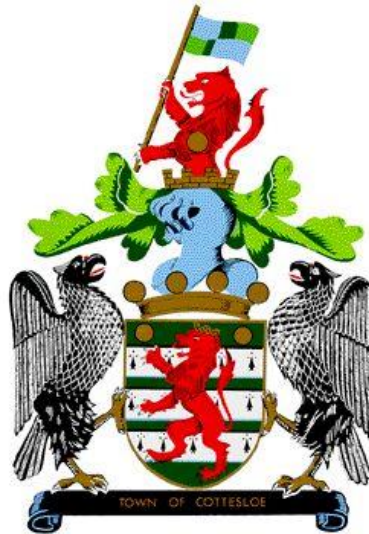


Hole 3

\*GRAPHICS AND DESCRIPTIONS IN THIS SAFETY PLAN ARE CONCEPTUAL REPRESENTATIONS ONLY AND ARE SUBJECT TO CHANGE AS PLANNING PROGRESSES.



# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.4D:  
ATTACHMENT D - RESPONSE - AUGUST 2025  
OCM - QUESTIONS ON NOTICE - SVGC**

## Question and Response - Attachment D



SVGC Proposed Design (Design A)



Jeff lane Design (Design B)

## 1. For Design A – SVGC Proposed Final design

- a. Are there any other modification to the tee box besides sinking it?

The tee box will be angled to face further West

- b. What does the yellow line in the diagram for the revised hole represent?

The direction that the players will be enticed to drive the ball

- c. SVGC argue that the first shot is 'like Richard Chamberlain's par 3 shot', the 'only difference' being the second shot. But Chamberlain's tee box is moved further down the fairway than the existing tee box and so angles the first shot well away from Harvey Field compared with the original and revised Lane design. Isn't this a significant safety difference in the two fairway designs?

It is exactly the same as Richard Chamberlain's idea for the first shot of the hole where the landing area is 150 to 170m away from the tee box, effectively making the tee shot similar to that suggested by Richard Chamberlain.

For context, the Richard Chamberlain's Par 3 Concept was a similar distance from a tee box that was further up from the current one shown in the proposed SVGC design.

- d. Can players be encouraged to make their first shot down the left hand side of the fairway by undertaking the planting that will obscure the green, without undertaking the other changes that remove 25 trees? What effect, if any, will such planting have on the angle of the first shot?

Trees will need to be removed from the West side of the hole, to direct the players away and make the landing area further from the Harvey Field boundary. We are currently in discussions with a horticultural professional as to what trees should be planted along Harvey Field to deter players even more from going straight for the green.

## 2. Comparing Design A (Final Design) and Design B (Lane Design):

- a. Are there any difference in the angle of the centreline

Yes, the final design is shorter and a little more to the west. This means that the SVGC have shortened the shot from the tee, encouraging shorter irons and have come further away from the Harvey Field boundary.

- b. Are there any difference in the proposed length of the centreline shot to the landing area

The SVGC response is Yes. The Town wishes to expand that this is in the order of 60m reducing from 210m to 150m largely because of the difference in tee box location between the 2 designs.

- c. Are there any difference in the proposed angle of the second shot

As the angle of the tee shot is little more to the west, this will create a little stronger angle coming back into the green. This will be resolved by the new angled/green design.

- d. Are there any difference in the proposed length of the second shot

The length of the 2nd shot is going to be marginally longer than originally anticipated, however, the SVGC would look at bringing the green a little further down the fairway, so the distance for the 2nd shot, should be similar to what was originally anticipated.

- e. Are there any other differences in the design of the green, apart from 'redesigned to angle towards the second shot'

Yes, the green will have a different design (along with a new angled design), however, having a green properly designed with schematics etc. costs money and the SVGC felt it was premature to spend the funds on this and concentrate more on the direction of the hole from tee to green.

**3. When the golf club says 'no trees have been planted' since our meeting, do they mean:**

- a. no trees on the fairway under discussion? Or
- b. no new trees anywhere on the golf course? What is the reason for this?

They were referring to no trees being planted on fairway 2/11. During the workshop, it was also discussed that it would not be appropriate to start planting coming out of Winter because the SVGC was still investigating the appropriate trees to plant and the abnormal rainfall was consistently creating 'washouts' (erosions) around the Golf Course.

**4. Will there be signs at the new tee box asking golfers to use irons as tee off clubs**

Yes, the new tee box will have a new sign on it. Public players will be advised through a little 'run sheet' attached to the score card when they play. Furthermore, as mentioned, the shot itself off the tee in the new design is going to push the player into only hitting an iron.

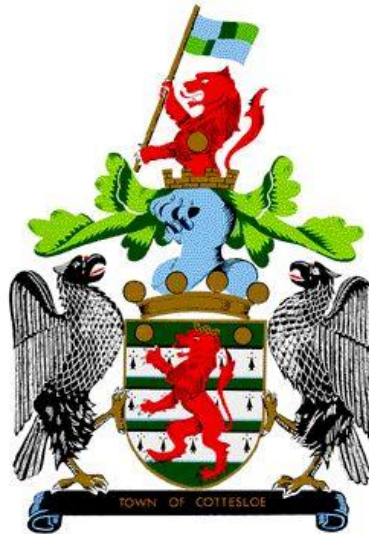
**5. What does the 196.94m in the diagram below refer to?**

The measurement on the diagram would be the complete length to the end of the landing area. The Town wishes to advise that the SVGC have offered to provide a further explanation if needed and Council could ask for this at the OCM.

**6. What is the height that Tee Box 2/11 will be lowered and what is the final height difference between the new tee box and Harvey Field?**

This will be lowered by 4 - 5 metres and the height difference to the highest point of Harvey field (more so the southern end) to this new tee box could be upwards of 10 metres, noting that these are solely estimates at this point in time.

# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.5A:  
ATTACHMENT A - COMBINED MAP AND BUS  
SHELTER LOCATION PHOTOS**

## Bus Shelters - Advertising – Map



## Bus Shelter - Advertising – Photos

## #19578 Bus Shelter (Ad Unit) – Marine Parade, South of North Street



## #19577 Bus Shelter (Ad Unit) – Marine Parade, South of Eric Street



#19576 Bus Shelter (Ad unit) – Marine Parade, North of Napier Street



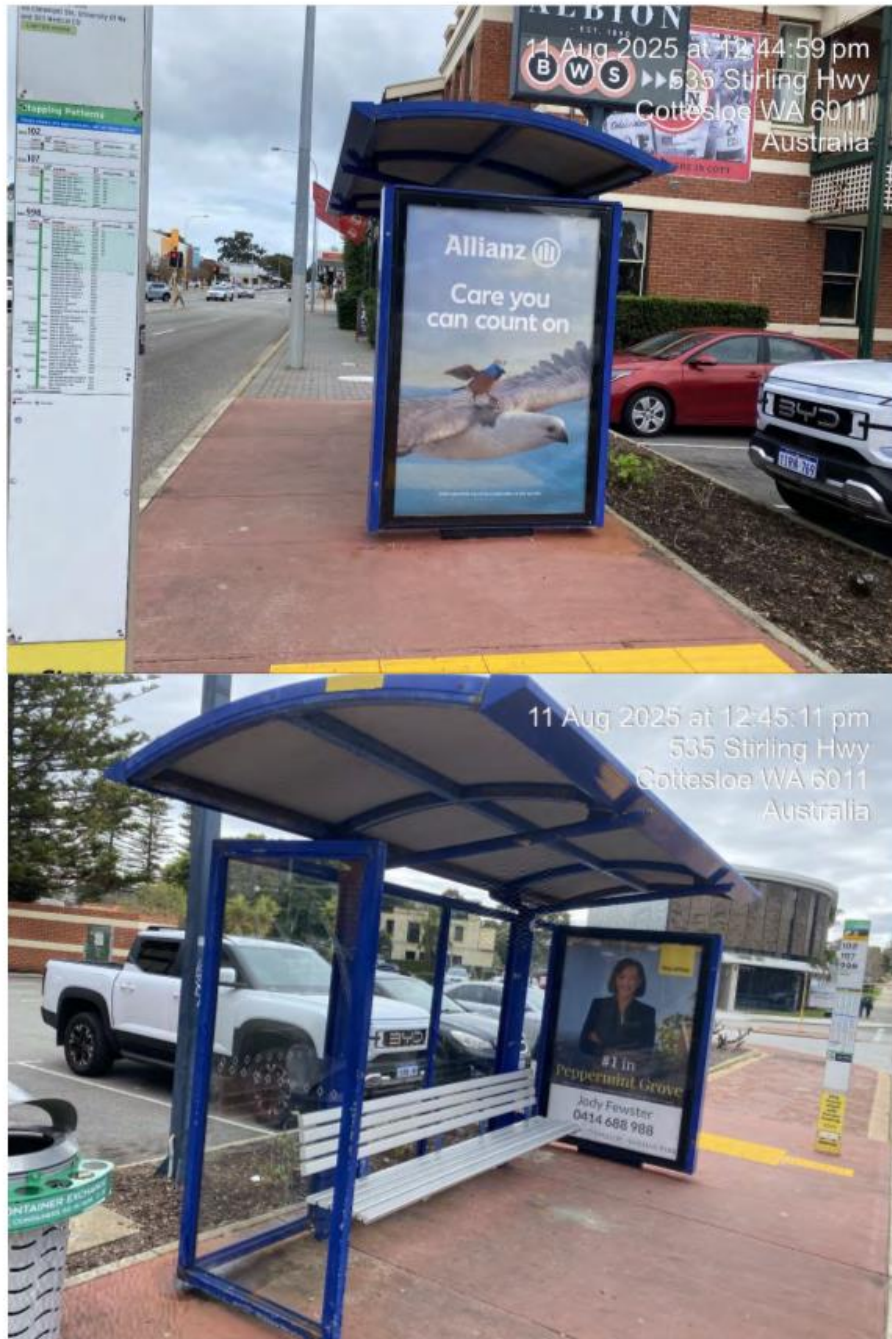
#19574 Bus Shelter (2 x Ad units) – Marine Parade, North of Forrest Street  
(West side) – 2 x Shelters with seats



#19566 Bus Shelter (Ad unit) – Marine Parade, North of Forrest Street (East side)



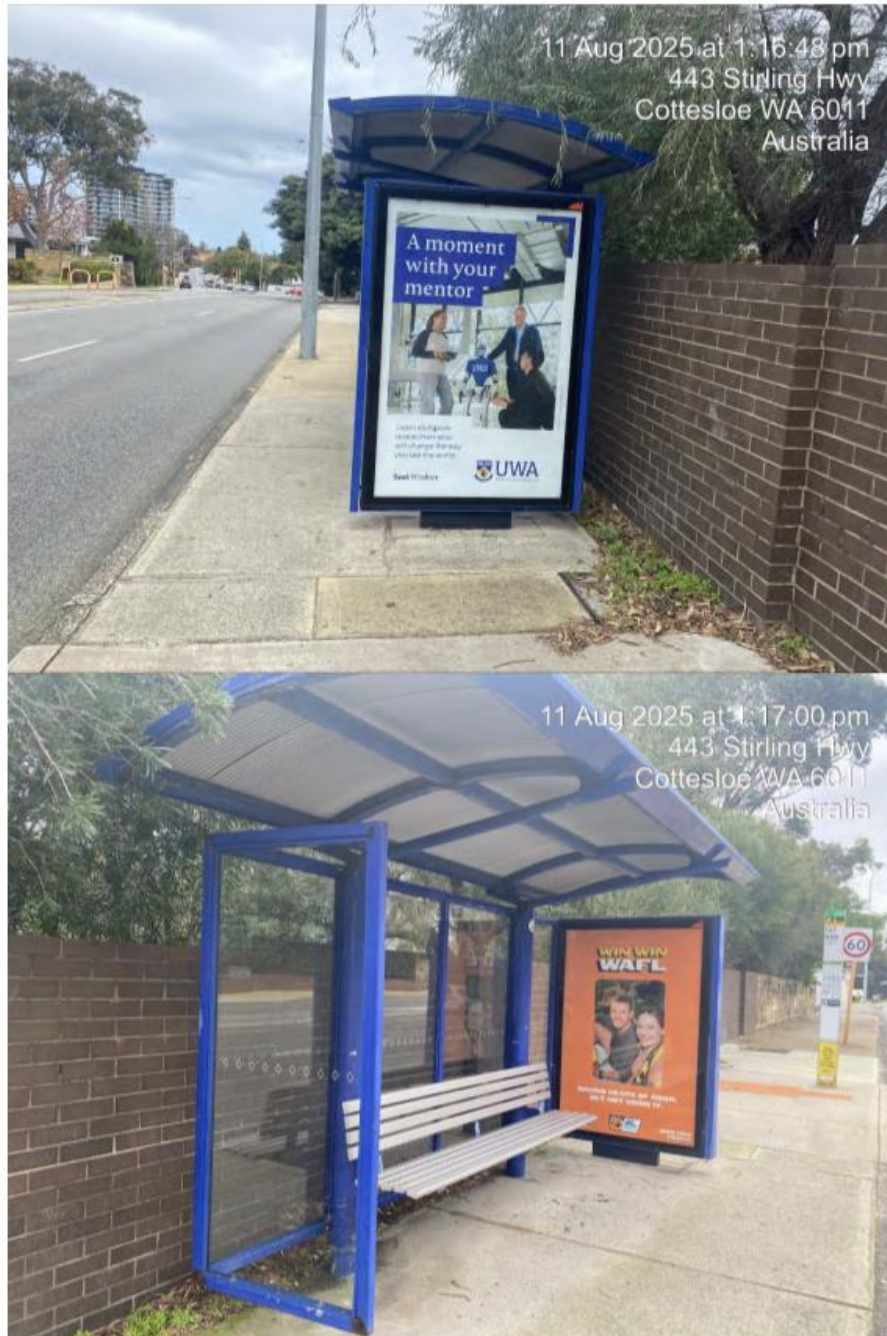
## #10356 Bus Shelter (Ad unit) – Stirling Highway, North of Napoleon Street



#10360 Bus Shelter (Ad unit) – Stirling Highway, North of Boreham Street



## #10361 Bus Shelter (Ad Unit) – Stirling Highway, North of Eric Street



#10362 Bus Shelter (Ad unit) – Stirling Highway, North of Congdon Street



# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.5B:  
ATTACHMENT B - JULY 2025 - COUNCILLOR  
MOTION - PROHIBITION ON ADVERTISING  
ADDICTIVE UNHEALTHY SUBSTANCES AND  
ACTIVITIES**

## ORDINARY COUNCIL MEETING MINUTES

22 JULY 2025

## 11 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

## 11.1 COUNCILLOR MOTION - PROHIBITION ON ADVERTISING ADDICTIVE UNHEALTHY SUBSTANCES AND ACTIVITIES IN THE TOWN OF COTTESLOE

The following motion has been proposed by Cr Bulbeck.

OCM108/2025

COUNCILLOR MOTION

Moved Cr Bulbeck

Seconded Cr Sadler

THAT Council;

1. Requests the Administration to prepare for council's consideration at the August OCM a policy for the prohibition of advertising addictive or unhealthy substances and activities in the Town of Cottesloe;
2. Resolves that, until a policy for the prohibition of advertising addictive or unhealthy substances and activities in the Town of Cottesloe is approved or otherwise by Council, any new advertising contracts entered into explicitly prohibit the advertising of addictive or unhealthy substances and activities;
3. Resolves that, until a policy for the prohibition of advertising addictive or unhealthy substances and activities in the Town of Cottesloe is approved or otherwise by Council, no new advertising will be displayed in the Town which promotes addictive or unhealthy substances and activities.

For the purposes of this motion, the advertising of 'unhealthy and addictive' substances include those outlined in the COAG Interim Guidelines to reduce children's exposure to unhealthy food and drink promotion (for example alcohol, fast food, soft drinks, confectionery: COAG Health Council, 2018), gambling and fossil fuels.

Lost 1/8

For: Crs Bulbeck

Against: Mayor Young, Crs Sadler, Harkins, Wylynko, Thomas, Mason, Irvine and Heath

OFFICER COMMENT**Statutory Implications**

*Local Government Act 1995*

**Policy Implications**

The proposed motion would result in a new policy that would likely influence any renewal of future leases, licences or hire agreements, which would impact future legal agreements.

## ORDINARY COUNCIL MEETING MINUTES

22 JULY 2025

**Resource Implications**

The request for a draft policy to be brought to Council in August would be difficult to achieve. Such a request would require significant research to appropriately report to Council.

In reality there is only two weeks available from the date of consideration of the motion until the date the report would need to be finalised.

Potentially Officers would need to seek legal advice on the process. Council may wish to consult on the issue.

A similar motion was brought before the City of Fremantle in October 2022 and took until June 2024 for Council to consider a draft policy.

**Other**

Officers are aware that other Councils have taken a similar approach, particularly in relation to unhealthy foods, gambling, tobacco products and alcohol. Officers believe that an extension of this approach should go through a process which would include seeking community feedback on any draft policy.

In the 2025/26 budget Council has budgeted \$25 000 to engage a consultant to undertake a Public Health Plan under the Public Health Act. Through this process the Town will be required to undertake community consultation and this may include review or new policies that may achieve improved health outcomes for the residents of the Town of Cottesloe. At present the Town is going through a request for quote (RFQ) process which work expected to commence in late 2025 as the public health plan is statutorily required under the Public Health Act 2016 to be completed by 30 June 2026. It is recommended that the motion be amended to "that the Administration include Unhealthy and addictive substances advertising be considered in the upcoming 2025 Public Health Plan".

**FORESHADOWED ALTERNATE MOTION – CR HARKINS**

Cr Irvine declared that he was a patrolling lifeguard of the Cottesloe Surf Life Saving Club

**FORESHADOWED MOTION****Moved Cr Harkins****Seconded Cr Sadler**

That Council SUPPORTS the promotion of healthy choices in Cottesloe and REQUESTS:

1. That the Administration include consider unhealthy and addictive substances and activities advertising in the upcoming public health plan; and
2. That the Officer's Report to Council on the upcoming request for tender documents for bus shelter advertising in the Town include recommended wording to restrict advertising of unhealthy food and drink, alcohol, fossil fuels, tobacco products, and gambling.
3. And that the wording of the bus shelter contract allows for periodic review of advertising standards, as recommended by the Cancer Council's "Toolkit on healthy

## ORDINARY COUNCIL MEETING MINUTES

22 JULY 2025

advertising standards" for local governments (2024).

OCM109/2025

COUNCILLOR AMENDMENT

Moved Cr Sadler

Seconded Cr Bulbeck

REQUESTS the WA Local Government Association (WALGA) to develop a policy template for Local Governments regarding the advertising of unhealthy and addictive substances and activities on property under its control

REQUESTS the administration to forward a copy of the Council resolution and rationales to WALGA before the 8<sup>th</sup> of August 2025

Lost 3/6

For: Crs Sadler, Harkins and Bulbeck

Against: Mayor Young, Crs Wylynko, Thomas, Mason, Irvine and Heath

OCM110/2025

FORESHADOWED AMENDMENT

Moved Cr Bulbeck

Seconded Cr Sadler

To include the following as point 2;

The unhealthy and addictive substances and activities to be considered include but are not limited to unhealthy food and drink, alcohol, fossil fuels and related domestic appliances, and gambling.

Lost 2/7

For: Crs Sadler and Bulbeck

Against: Mayor Young, Crs Harkins, Wylynko, Thomas, Mason, Irvine and Heath

SUBSTANTIVE MOTION

Moved Cr Harkins

Seconded Cr Sadler

That Council SUPPORTS the promotion of healthy choices in Cottesloe and REQUESTS:

1. That the Administration include consider unhealthy and addictive substances and activities advertising in the upcoming public health plan; and
2. That the Officer's Report to Council on the upcoming request for tender documents for bus shelter advertising in the Town include recommended wording to restrict advertising of unhealthy food and drink, alcohol, fossil fuels, tobacco products, and gambling.
3. And that the wording of the bus shelter contract allows for periodic review of advertising standards, as recommended by the Cancer Council's "Toolkit on healthy advertising standards" for local governments (2024).

Carried 9/0

For: Mayor Young, Crs Sadler, Harkins, Bulbeck, Wylynko, Thomas, Mason, Irvine and

## ORDINARY COUNCIL MEETING MINUTES

22 JULY 2025

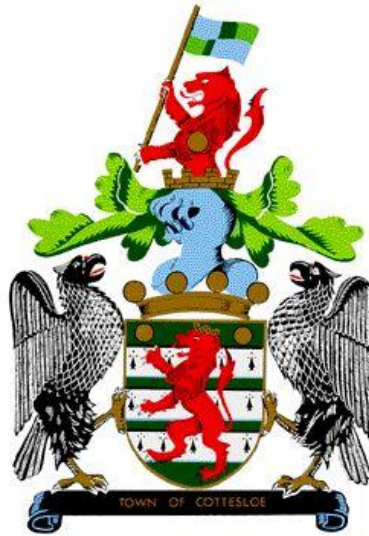
Heath  
Against: Nil

## Rationale

- We will be considering the bus shelter advertising tender next month, but our public health plan will not be ready for another year. The bus shelter advertising contract is for up to twenty years, so it is important we consider any restrictions before the tender progresses.
- The wording of any restrictions should be clear, unambiguous and suited to the situation.
- Other local governments have tackled restrictions on advertising, but the approach and wording of restrictions varies quite significantly.
- Online gambling and sports related gambling is an increasing problem particularly in introducing young people to the concept of gambling. The implications on individuals, families and society is well understood. Special consideration may need to be given to lottery advertising given that Lotterywest supports community amenities (including skateparks) and also supports the Cancer Council's work.
- Allowing advertising of fossil fuels on Town controlled bus shelters is imprudent due to the risk of vandalism by illegal protestors, especially as Cottesloe might be regarded as a high profile target for physical protest involving vandalism. Risk management supports its restriction on property under the control of the Town.
- The Administration is responsible for the drafting of appropriate wording for any specific terms for inclusion in the Request for Tender (RFT) document and can advise Council on options and recommendations.
- A contract with a life of up to twenty years needs to be future-proofed to take account of new evidence concerning additional harmful products or activities, hence the allowance for periodic review. ([Healthy-Advertising-Standards-Toolkit.pdf](#)).

Cr Thomas left the meeting at 8:23 pm.

# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.5C:**

**ATTACHMENT C - CANCER COUNCIL WA -  
HEALTHY-ADVERTISING-STANDARDS-TOOLKIT**



# **Local governments, public health and cancer prevention guide supplement.**

TOOLKIT: Healthy advertising standards

**July 2024**



In the spirit of deepening relationships, Cancer Council WA acknowledge all the Traditional Custodians and owners of country throughout Western Australia and recognise their continuing connection to land, waters and community. We also pay our respect to their Elders and extend that respect to all Aboriginal peoples living and working in this area.

# Contents.

<b>Introduction .....</b>	<b>2</b>
<b>Marketing matters .....</b>	<b>3</b>
<b>Building local evidence .....</b>	<b>8</b>
<b>Setting healthy advertising standards in plans, policies and contracts .....</b>	<b>12</b>
<b>Extending public education campaigns .....</b>	<b>15</b>
<b>Feedback .....</b>	<b>15</b>
<b>FAQs .....</b>	<b>16</b>
<b>References .....</b>	<b>17</b>
<b>Appendix 1: Auditing tool .....</b>	<b>19</b>
<b>Appendix 2: Classification guide .....</b>	<b>21</b>
<b>Appendix 3: Briefing template .....</b>	<b>23</b>

# Introduction.

The following resource is a supplement to Cancer Council WA's *Local Governments, Public Health, and Cancer Prevention Guide*. The supplement was prepared by Cancer Council WA's Alcohol Programs Team and Food and Movement Programs Team, with support from Healthway.

Advertising works, and the evidence is clear that alcohol and unhealthy food and drink advertising impacts our health. This is why Cancer Council WA works with WA local governments to implement healthy advertising standards as part of our overall vision for a cancer free community. Local governments can support community health by setting standards for the types of messages that are promoted on their infrastructure and in their communities including signage at stadiums and sports clubs, on bus stops, rubbish bins and other street furniture.



## How to use this guide

This guide was informed by the experience Cancer Council WA has had working with WA local governments (and organisations that provide support to local governments) wishing to take action on the alcohol and unhealthy food and drink advertising in their areas by implementing healthy advertising standards.

The guide includes steps to build evidence to support change, and suggestions on how to embed advertising standards in council policy and procedures, including evidence, templates and case-studies. Any progress towards change is positive so it is important to use aspects of this guide that you find conducive to change in your area.

# Marketing matters.

Living in healthy, connected communities gives families the best chance for good health, wellbeing and quality of life. However, advertising for alcohol and highly processed, unhealthy food and drinks wallpapers the lives of children and other community members. Doing what we can to protect children from exposure to advertising that harms their health is a crucial part of building healthy communities.

Local governments can have a say on what is advertised on their infrastructure such as bus stops and community sports ground signage and create healthy advertising standards. This is a unique opportunity to create places free from alcohol and unhealthy food and drink advertising.

## Benefits of creating healthy advertising policy:



Local government can be leaders in public health at a grass-roots level, championing the health and wellbeing of their community.



It's a great opportunity to align your local government with:

- WA state strategic policies as well as your local government public health planning.
- Local community groups helping to reduce alcohol-related harm to individuals, families, and communities, by reducing community exposure to alcohol advertising.



Create places for children, young people and other vulnerable groups, free from alcohol and unhealthy food and drink advertising to give them the best chance of positive immediate, mid- and long-term health outcomes.



Improving visibility and revenue of local businesses, community groups or organisations by creating space that is often filled by brands with existing community awareness.



Increasing opportunities to promote public health campaign messages, such as Alcohol.Think Again and LiveLighter®.

## Local government infrastructure is a common source of alcohol and unhealthy food and drink advertising



An industry report indicated that

**78 per cent**

**of Australians see outdoor advertising of some type** – including digital, billboard or posters – in an average week. Moreover, **23 per cent of Australians see ads on the sides of buses/trams/trains and train stations.**<sup>1</sup>

An audit of all bus stops in two different local governments in Perth, found over

**40 per cent**

**of all ads were for alcohol and unhealthy food and drinks.**<sup>2,3</sup>



An audit of all outdoor advertisements present along likely bus, train or walking routes to **24 Perth secondary schools** found that **44 per cent of all ads were for food and drink products; 80 per cent for alcohol and unhealthy foods and drinks.**<sup>4</sup>

Children on average are exposed to **five alcohol and unhealthy food and drinks ads** just walking one way to school; **22 ads when taking the bus.**<sup>4</sup>

An audit of outdoor advertising within 500m of **64 Perth schools** found **30 per cent of all advertising was for food and drink products; 75 per cent for alcohol and unhealthy food and drinks.**<sup>5</sup>

**Top three food and drink categories advertised on on WA local government infrastructure:**

- 1 Alcohol**
- 2 Fast-food meals**
- 3 Sugary drinks**

## The marketing of alcohol and unhealthy food and drinks is undermining community health



Governments and civil institutions worldwide are in consensus that **action is required to protect children from exposure to alcohol and unhealthy food and drink marketing.**<sup>6</sup> Children are exposed to a large volume of unhealthy food and drink marketing which causes direct and severe harm to their health and wellbeing.<sup>6</sup>

Exposure to alcohol marketing is a cause of drinking among young people. Research demonstrates that **exposure to alcohol marketing increases the likelihood that they will start drinking earlier and drink at risky levels.**<sup>7</sup>

Exposure to unhealthy food and drink marketing is proven to **negatively affect children's food choice or intended choice, dietary intake, requests to adults, and development of norms regarding food consumption.**<sup>8</sup>

## Alcohol or unhealthy food and drink advertising is largely unregulated in Australia

The alcohol, unhealthy food and advertising industries have written their own rules and voluntary codes of practice, a situation which has been described as 'putting the fox in charge of the hen house'. Their codes are weak, not mandatory, carry no penalties for advertisers that breach the code, and are ineffective at reducing children and other community members exposure to alcohol and unhealthy food and drink marketing.

In regard to out of home advertising on local government infrastructure, the Outdoor Media Association (OMA), Australia's peak out of home/outdoor advertising body, has a **voluntary** Placement Policy and Health and Wellbeing Policy that asks members not to place alcohol or unhealthy food and drink advertising "within a 150 metre sightline" of a school. This approach is insufficient to address concerns about children's exposure to alcohol or unhealthy food and drink advertising.

A child's right to be protected from alcohol and unhealthy food and drink advertising extends beyond the school gate. Children deserve to be able to attend community places, walk to school, and play weekend sport, free from alcohol and unhealthy food and drink advertising.

## Creating healthy advertising standards aligns to strategic priorities of local governments

Local government infrastructure that is free from alcohol and unhealthy food and drink advertising contributes to providing healthy, safe, and equitable places for the community to live.



### Community health

Local governments play an essential role in addressing WA's major public health issues. This is officially directed by the *Public Health Act 2016* which is administered by WA local governments developing and implementing community health and wellbeing plans.<sup>9</sup>

In WA, living with overweight and obesity and poor diets are second only to tobacco use contributing to a significant proportion of the most preventable disease burden; drinking alcohol ranked fifth behind physical inactivity.<sup>10</sup>

Local governments are taking action to support communities to increase healthy eating, reduce harm from alcohol use and make smoking history.



### Safety, amenity and connection

In WA, alcohol related harm is too high. Alcohol increases risk of violence, intentional self-harm, road crashes, falls and drownings.<sup>11</sup>

Reducing harm from alcohol is an objective for many local governments, and several are part of local drug action groups, collaboratively working to prevent and reduce alcohol and other drug harm in their community.



### Equity

Australian evidence shows that out of home marketing of alcohol and unhealthy food and drinks is more frequent in less advantaged areas.<sup>12</sup> At the same time these less advantaged areas live with poorer health outcomes. Addressing the pervasive availability and promotion of alcohol and unhealthy food and drink is a key part of the whole systems approach required for equitable improvements in health outcomes.<sup>13</sup>



### Community expectations

The community expects governments to support community health. Over 70 percent of the WA community support removing alcohol and unhealthy food and drink advertising from government owned assets.<sup>14</sup>

## Implementing healthy advertising standards is an effective measure governments can take

Governments at all levels are taking actions within their jurisdictions to protect communities from exposure to alcohol and unhealthy food and drink marketing.



### Australian examples:

- The WA government has removed alcohol advertising from Perth public transport assets including vehicles and infrastructure<sup>15</sup> and they are currently investigating the same for unhealthy food and drinks.
- Several WA local governments have policies that restrict alcohol and unhealthy food and drink advertising and promotion. This is seen in advertising policies, community grant policies, facility hire policies and public health plans.<sup>16</sup>
- Reducing exposure to unhealthy advertising is a key recommendation of the WA Sustainable Health Review Final Report<sup>17</sup>, the WA Health Promotion Strategic Framework<sup>18</sup> and the National Obesity Strategy.<sup>19</sup>



### International examples:

- Many local authorities in England have introduced healthier advertising standards including Transport for London, City of Bristol and the Council of Southwark, which restrict the advertising of unhealthy food and drinks and alcohol on council-owned spaces, assets and events.<sup>20</sup>
- Annual reports and evaluations demonstrate that healthy advertising policies **do not cause loss of income** and are effective at modifying purchasing behaviour.<sup>21</sup>
- Reducing exposure to unhealthy advertising is a key recommendation from the World Health Organization<sup>20</sup> and the United Nations.<sup>21</sup>

Provision of public infrastructure such as bus stops, sports grounds and seating are essential public services which create liveable and healthy places to live. Creating healthy advertising standards for the types of advertising displayed on such property is synonymous with putting community needs into focus and allows children the opportunity to be free from alcohol and unhealthy food and drink advertising in local government settings.

# Building local evidence.

Local evidence provides a strong foundation on which senior leadership and elected members can support and champion the need for healthy advertising standards.

## Local evidence may include:

- A summary of all the advertising assets that the local government owns or manages.
- An audit of the advertising displayed on these assets.
- A summary of relevant council plans, policies, local laws, contracts and agreements that relate to advertising or the importance of protecting community from alcohol and unhealthy food and drink advertising.

This section provides recommended steps to take to find this information and opportunities for healthy advertising standards.

As you work through the steps, see **Table 1: Summary of advertising assets**, as a template to collate the information.



**Figure 1: Suggested actions to make healthy changes in your local government area**



## Step 1: Audit the advertising assets

### 1.1. Determining local government infrastructure that display advertising and its administration

#### *Collaboration within the local government*

Implementation of healthy advertising standards requires collaboration between multiple teams within the local government (e.g. public health, infrastructure, contracts, communications and marketing, civil works, governance). Engagement from teams may be facilitated through a survey or by establishment of a working group to collect and collate information on assets and contracts to examine against policies, plans, and local data.

#### *Create a record of the type and location of advertising assets on local government infrastructure*

Advertising assets might include bus stops, bins, bench seats, billboards, signs and signage on the exterior and interior of community, recreation and sports facilities.

To create a record of advertising assets, start by:

- Asking relevant teams involved where to find this information.
  - » For example, does the infrastructure or communication team have locations of bus stops, bins, bench seats, billboards, signs and signage?
- Checking on your local government's asset mapping software (i.e. IntraMaps).
- Obtaining a list of asset locations that are managed by third-party contractors (e.g. bus stops and bins). The third-party will be able to provide an accurate list.

#### *Reviewing advertising assets against existing plans, strategies, policies and local laws*

There may already be local government strategies that support reducing alcohol and unhealthy food and drink marketing, for example in a public health, community or youth strategy. Advertising assets may need to comply with a signage policy, a local government property law, or a plan for upgrading infrastructure. This step can identify opportunities where healthy advertising standards could be applied or strengthened.

#### *Reviewing contracts and agreements that apply to advertising assets*

This information can be used to plan for the implementation of advertising standards in current and future tenders, contracts, and agreements. For example, a contract for the provision of advertising on street furniture that is approaching expiry could include standards through a new tender process. Alternatively, an existing contract could be adapted to comply with new council policy on advertising. A local government owned sport facility may have tenancy agreements from winter and summer sport clubs that provide signage on the ground for sponsors.

### 1.2. Auditing the advertising displayed on local government infrastructure.

#### *Benefits of conducting an audit*

Collecting local data on the types and volume of unhealthy advertising on local government infrastructure will demonstrate:

- The extent to which local government infrastructure is used to host advertising that promotes unhealthy products and brands.
- A baseline of the amount of unhealthy advertising to be used for future monitoring and evaluation.
- The potential positive impact of strategies to reduce exposure.
- The range of other advertisers that place ads on local government infrastructure.

### *Conducting an audit of advertising on local government owned assets*

Use the **Advertising audit tool** in Appendix 1 as a template that can be adapted to your needs and according to the type of advertising assets your local government has.

- The tool is currently set up for auditing bus stop advertising (therefore includes two ads at each location for front and back panels).
- It is recommended that bus stop audits are conducted twice, approximately three weeks apart to allow for one fortnightly changeover of advertisements.
- Other assets may have longer advertising periods, such as sports ground signage or other street furniture.

Use **Alcohol and unhealthy food and drink advertisement classification guide and recommended Healthy Advertising Standards** in Appendix 2 to classify the advertisements.

## 1.3. Collating advertising audits.

### *Collate a summary of local government assets and audit data*

Table 1 provides a template for collating the data collected in the steps above to present the advertising infrastructure your local government owns and/or manages; what current policies, plans and contracts govern the advertising; and key results from any audits conducted.

**Table 1: Summary of advertising assets (template)**

Asset types	e.g. Bus Stops	e.g. Bins	e.g. Billboards	e.g. Fixed signs
Locations	Suburb A, B, C	Suburb B	Corner of X and Y	Sports Oval outer perimeter fencing, playing field perimeter
Review against strategies and plans	Accessibility strategy	Sustainability Plan	Nil	Youth Plan
Review against policies and local laws	Council Policy X	Local Government Law X	Local Government Law X	Council Policy X
Review against contracts and agreements	Bus Shelter Ads Pty Ltd Contract #	Ads on Bins Pty Ltd Contract # X	Billboards Pty Ltd Contract # X	Football Club Tenancy Agreement # X
Advertising audit data	X% ads on City owned assets for unhealthy food and drinks (including X% alcohol)	X% ads on City owned assets for unhealthy food and drinks (including X% alcohol)	X% ads on City owned assets for unhealthy food and drinks (including X% alcohol)	X% ads on City owned assets for unhealthy food and drinks (including X% alcohol)



## Step 2: Communicating findings and recommendations

Once you understand the context it will be easier to decide where and why changes are needed. A summary of findings and recommendations may be shared with relevant staff and arrangements made to brief elected members through official channels.

A summary may include:

- Evidence and justification for creating healthy advertising standards in local governments.
- Your local government's relevant policies and strategies.
- Relevant health data, such as risk factor and health status of community.
- Summary of local data including advertising assets and audit results.
- Recommendations.

Appendix 3. **Briefing template** provides a template that can be used to formally collate the evidence and local data to communicate with local government staff and elected members.



In your justification include any community consultation that has raised concerns regarding unhealthy advertising.

Consider asking questions in relevant community consultations regarding exposure to unhealthy advertising in the community. For example, consultation informing public health planning.



## Step 3: Monitoring and evaluation

Initial evidence can be used to provide baseline data prior to the implementation of healthy advertising standards. Follow up audits can be used to measure changes in the amount of unhealthy advertising on local government infrastructure and can be used for reporting the impact of and compliance with the standards.

Other strategies for evaluating the effectiveness of standards might include monitoring some of the following:

- The value of advertising revenue (if this changes year to year).
- Community attitudes and their level of support for healthy advertising standards. For example, including in relevant questions in consultations and evaluations of the Public Health Plan related to alcohol and unhealthy food and drink advertising.

This will ensure that the healthy advertising standards are being applied and momentum is maintained on the importance of taking action to set higher standards for advertising on local government infrastructure.

# Setting healthy advertising standards in plans, policies and contracts.

This section provides examples of pathways and opportunities to embed actions to progress healthy advertising standards in local government processes.

There are three actions presented which can be carried out at the same time or used progressively:

- Embed actions into a local government plan or strategy.
- Develop a healthy advertising and sponsorship policy.
- Include specifications into contracts and agreements governing advertising.

## Actions within a plan or strategy

<b>Application</b>	<p>Setting the intention to reduce community exposure to unhealthy advertising can be initially introduced as actions in relevant strategies and plans.</p> <p>This provides a mechanism to initiate work on addressing unhealthy advertising on local government infrastructure within a process that requires reporting and outputs. Depending on the level of pre-existing support to address unhealthy advertising, actions can be framed as either investigation or implementation of comprehensive policies.</p> <p>Plans or strategies that may include actions on unhealthy advertising may be:</p> <ul style="list-style-type: none"> <li>• Public health and wellbeing plans (amongst objectives for healthy eating, preventing harm from alcohol, creating healthy spaces through built environment, or administrative leadership).</li> <li>• Local alcohol and other drug strategies.</li> <li>• Children and youth plans and strategies.</li> </ul>
<b>Example actions to include in plans or strategies</b>	<ul style="list-style-type: none"> <li>• Conduct quarterly audits of advertising displayed on local government infrastructure and assets.</li> <li>• Reduce children's exposure to alcohol and unhealthy food and drink advertising and promotion (or as a preliminary action, investigate opportunities to reduce exposure).</li> <li>• Implement a healthy advertising and sponsorship policy that prohibits the promotion of unhealthy food or drink companies, brands, or products at events.</li> </ul>
<b>Case study</b>	<p><a href="#">City of Vincent's Public Health Plan 2020 – 2025</a></p> <ul style="list-style-type: none"> <li>• "Reduce exposure to unhealthy advertising, marketing, promotion and sponsorship (includes, but not limited to alcohol, unhealthy food and drink, smoking, and gambling)."</li> </ul> <p><a href="#">City of South Perth Public Health Plan 2020 – 2025</a></p> <ul style="list-style-type: none"> <li>• "Investigate scope and feasibility of an outdoor advertising policy restricting alcohol advertising on City owned property."</li> <li>• "Investigate the control of advertising of unhealthy foods at City events and premises."</li> </ul> <p><a href="#">City of Armadale Community Health and Wellbeing Plan 2021 – 2024</a></p> <ul style="list-style-type: none"> <li>• "Develop an advertising policy to restrict alcohol, tobacco and fast-food advertising on City of Armadale owned infrastructure and assets."</li> </ul>

## Develop a healthy advertising and sponsorship policy

<b>Application</b>	<p>A healthy advertising and sponsorship policy provides an overarching intent of the local government to support community health and wellbeing by ensuring that the advertising and promotional materials that are displayed on local government infrastructure support and protect community health and wellbeing.</p> <ul style="list-style-type: none"> <li>• An overarching policy sets a precedent that future tenders, contracts and sponsorship opportunities must comply with healthy advertising standards.</li> <li>• Existing contracts may have specifications which align with policies of the local government and can be amended prior to their end of term.</li> <li>• Policies may also be updated when required and the contracts they are relevant to must comply with any policy updates. This allows for changes that occur such as new product development and updates to national guidelines for healthy eating to be incorporated.</li> </ul>
<b>Example policy wording</b>	<p>The Cancer Council WA <a href="#">Local Governments, Public Health, and Cancer Prevention Guide</a> has example recommendations and examples for advertising and sponsorship policies.</p> <p><b>Appendix 2</b> Alcohol and unhealthy food and drink advertisement classification guide and recommended <i>Healthy Advertising Standards</i> has wording that can be used for what is unhealthy advertising.</p>
<b>Case study</b>	<p><a href="#">City of Mandurah: Advertising in road reserves policy</a></p> <ul style="list-style-type: none"> <li>• "...ensures advertising is consistent with the City of Mandurah (the City) plans and policies and ensures signage contributes to the amenity of the City".</li> <li>• The policy states that advertising should be aligned with the public health and wellbeing plan, strategic community plan and alcohol management policy.</li> <li>• The policy prohibits advertising for unhealthy food, smoking or tobacco products and alcohol products.</li> </ul> <p><a href="#">City of Kwinana: Policy: Advertising and directional signage in thoroughfares and on Local Government Property.</a></p> <ul style="list-style-type: none"> <li>• Prohibited advertising includes "any signage or advertising that in the opinion of the Chief Executive Officer; promotes smoking or tobacco products, promotes alcohol or the consumption of alcohol."</li> </ul>

## Contract and agreement specifications for advertising and sponsorships

<b>Application</b>	<p>Local governments may receive licence fees for supply and maintenance of street furniture with advertising space, often the case for larger local governments with bus stops, street bench seats, and bins.</p> <p>An avenue exists to include advertising standards and specifications in contract agreements at the stage of tender and procurement.</p> <p>Note that contracts for advertising may have long terms (up to 20 years) so it's important that the agreements specify that a review of standards can occur periodically, so they align to relevant policies of the council that may be introduced. This supports contracts to be future proofed for the potential changing marketing landscape and product developments. For example, marketing for e-cigarettes and alcohol brand extensions (such as an alcohol brand partnering with cosmetic products and alcohol-branded zero alcohol products).</p> <p>Local governments can also have a say regarding the advertising displayed at local sports grounds and community venues available for sponsorships. This may be direct with the local government or through community clubs.</p>
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<p><b>Example wording for tender specifications, contracts and agreements</b></p>	<p>Healthy Advertising Standards – contracts for advertising services</p> <p>^Advertising on [insert LGA] [insert asset type] will not be permitted if it is considered 'unhealthy advertising'.</p> <p>'Unhealthy advertising' includes, but is not limited to, advertising material that promotes:</p> <ul style="list-style-type: none"> <li>• alcohol use, alcohol products and branding, or retailers whose sole or principal business is the retailing of takeaway (packaged) liquor;</li> <li>• unhealthy food and drink products or master brands associated predominantly with unhealthy food or drink products classified as not recommended for promotion to children in government settings in COAG Health Council Guide on <a href="#">"Promoting and supporting healthy food and drink choices – food promotion 2018"</a>;</li> <li>• smoking; tobacco products or accessories; e-cigarettes, e-cigarette liquids or e-cigarette accessories (e.g., cartridges, batteries, coils); or retailers whose sole or principal business is the retailing of these products;</li> <li>• products or brands that the council advises the service provider in writing, in the council's sole discretion, are unhealthy products or brands.</li> </ul> <p>^As per Appendix 2. alcohol and unhealthy food and drink advertisement classification guide and recommended <i>Healthy Advertising Standards</i> has wording that can be used for what is unhealthy advertising.</p>
<p><b>Case study</b></p>	<p>Contact the team at Cancer Council WA for WA specific examples.</p> <p>The City of Wyndham, VIC. <a href="#">Sports Facility Guide User Guide 2020 – 2025</a></p> <ul style="list-style-type: none"> <li>• Recognises that sponsorship agreements, including advertising signage and naming rights provides users of community sports grounds with an important source of income.</li> <li>• Stipulates that users are required to submit application for proposed advertising on council property and criteria for its approval is:</li> </ul> <p><i>"Signage is to promote healthy environments and be free of advertisements associated with alcohol, tobacco products, high risk unhealthy food and drink choices (as per risk rating tool), gambling or any form of adult entertainment."</i></p>

## CASE STUDY: Transport for London healthier food and drink advertising policy



In February 2019, the Mayor of London implemented a policy across the entire Transport for London network, including the tube, buses, bus stops and taxis that restricts alcohol and unhealthy food and drink advertising. This was part of the broader London Food Strategy which plans to help all Londoners access healthy, affordable and sustainable food - regardless of their background and circumstances.

This policy has had **no impact to advertising revenue** for Transport for London as affected companies advertised healthier products instead; or advertising was replaced with non-food or drink advertising.<sup>22</sup>

There has been significant positive impact on predicted purchases of unhealthy food and drinks which in turn is predicted to reduce the incidence of cases of heart disease and type 2 diabetes within three years of the policy starting. Promisingly individuals in more economically disadvantaged groups are experiencing the most impact and therefore the policy will address health inequality in London and have significant cost savings to the health system.<sup>22</sup>



## Extending public education campaigns.

Cancer Council WA delivers key state public health and education campaigns that can be promoted at local community level to support and encourage the community to live healthier lifestyles. We welcome local governments considering opportunities to extend the health campaigns on local assets to replace unhealthy messages.

- [Alcohol.Think Again](#)
- [LiveLighter®](#)
- [Make Smoking History](#)
- [Think Mental Health](#)
- [Drug Aware](#)
- [SunSmart](#)

Healthway offer funding programs that may be appropriate for seeking funding support to extend health campaigns alongside the implementation of policies to restrict advertising of unhealthy industries.

## Feedback.

If you or your team needs support or guidance using this toolkit or you have feedback on how this toolkit can be strengthened.

Please contact us on [alcoholprograms@cancerwa.asn.au](mailto:alcoholprograms@cancerwa.asn.au) or [obesitypolicy@cancerwa.asn.au](mailto:obesitypolicy@cancerwa.asn.au)

## FAQs.

### ***What about smoking and vaping?***

Tobacco and nicotine e-cigarette advertising is largely prohibited in WA under Federal and State legislation<sup>1</sup>; however, where e-cigarettes do not contain nicotine, there is no explicit prohibition on advertising e-cigarettes at the Federal or WA level.<sup>23,24</sup> It is important to note that e-cigarettes that are not labelled as containing nicotine, have been found to contain nicotine.

It is important to have clear prohibitions in relation to the promotion of e-cigarette (and tobacco) advertising to ensure that any legal uncertainty or gaps in regulation (loopholes) are not taken advantage of. This may reduce the potential legal and reputational risk to local governments. It has been reported that e-cigarette retailers have advertised on local government infrastructure, such as litter bins.

The Healthy Advertising Standards (Appendix 2) includes suggested wording for tobacco and e-cigarette advertising.

### ***Who can help?***

#### **Area Health Services, Health Promotion Teams**

The Health Promotion Team in your Health Service Area (North Metro, East Metro, South Metro or WA Country Health Service) may be able to help. Reach out to them about how they might provide advice on implementing public health policies and broader public health planning processes and local health data, including risk factor and health status data in your local area. They may also have experience working with other local governments implementing similar strategies.

#### **Cancer Council WA**

Cancer Council WA can provide advice across evidence based, best-practice policies and effective public messaging campaigns regarding tobacco use, preventing harms from alcohol, and increasing healthy eating.

We can provide support including:

- Provide advice, evidence, and resources on advertising and sponsorship policies.
- Subject to resourcing and staff availability, collect local data and conduct audits on the volume of alcohol and unhealthy food and drink marketing on your local government infrastructure.

- Present local data and evidence to key stakeholders to help inform decision making such as attending council meetings or writing letters of support.
- Help you develop policies and/or contracts to support the removal or exclusion of alcohol and unhealthy food and drink advertising on your local government advertising assets.
- Put you in touch with other local governments or supporting agencies.

### **Healthway**

Healthway funds sport, arts, community activities, health promotion projects and research to help create a healthier WA. Local governments are eligible to apply across funding programs and can consider how Healthway funding can complement and support strategies to implement healthier advertising strategies.

### **Local groups**

Working together with other local governments and alliances can be a way to share information and create momentum for change. Groups may include the network of WA local government health promotion staff, local drug action groups, and local food system or food security network groups.

### ***Will food outlet businesses in the area still be able to advertise?***

Food outlet businesses will be able to place advertisements on local government infrastructure if the advertisement promotes healthier options.

Within The Healthy Advertising Standard (Appendix 2), food businesses (including food and drink service companies or ordering services) will only be able to place advertisements if the advertisement promotes healthier food and drink products and images as the main feature of the copy (for example, not just a master brand). This includes local restaurants and bars which can promote their business without alcohol images and depictions of unhealthy food and drinks.

<sup>1</sup> Please note that the TGA has granted legal permission which only allows pharmacies and pharmacy marketing groups to advise where a person can fill their prescription for a nicotine vaping product however, they are unable to mention specific brands or types of products.

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Appendix 1: Advertising audit tool

Audit method

- 1. Use a record of the types and locations of local government owned advertising assets.
  - a. Create a list of advertising assets to be audited.
  - b. List their addresses and any identifying asset numbers in the data collection table below.
  - c. Plan a travel route based on the selected locations.
- 2. For each location:
  - a. Confirm the advertising location on the map and audit tool and relevant asset number if applicable.
  - b. Confirm the number of ads on the asset in the audit tool.
  - c. Photograph all advertisements at the location.
  - d. Record the name of the advertisers in the audit tool.
- 3. Following the completion of the audit:
  - a. Save photos of advertisements in file name format to identify their location (i.e. asset #, landmark name).
  - b. Classify each advertisement as either 'alcohol product', 'alcohol master brand', 'unhealthy food and drink product', 'unhealthy food or drink master brand' or 'other' in alignment with recommended classifications. Record in the data collection table.
- 4. Analyse total number of alcohol and unhealthy food/drink advertisements and examine as proportion of total ads or brands vs products.

The Alcohol Programs Team at Cancer Council WA may be able to provide support for this process, please contact us with any questions:  
[AlcoholPrograms@cancerwa.asn.au](mailto:AlcoholPrograms@cancerwa.asn.au)

Data collection table

Asset #	Transperth stop # (if applicable)	Street/Landmark	Suburb	Audit 1 - ad 1 (XX/XX/XX)	Audit 1 - ad 2 (XX/XX/XX)	Total number of ads	Number of unhealthy food and drink ads, including alcohol	Alcohol products	Alcohol master brands	Unhealthy food and drink products, non alcohol	Unhealthy food and drink master brands, non alcohol	Other

Example completed audit tool

Example completed audit tool

Asset #	Transperth stop # (if applicable)	Street/Landmark	Suburb	Audit 1 - ad 1 (XX/XX/XX)	Audit 1 - ad 2 (XX/XX/XX)	Total number of ads	Number of unhealthy food and drink ads, including alcohol	Alcohol products	Alcohol master brands	Unhealthy food and drink products, non alcohol	Unhealthy food and drink master brands, non alcohol	Other
12345	12345	Abcde St opposite Carousel Shopping Centre (Westbound)	Mt Lawley	Lotterywest Powerball	Magnum	2	1	0	0	1	0	1
12346	12346	Abcde St after Roe Dr (Northbound)	Mt Lawley	Aussie Home Loans	Matso's	2	1	1	0	0	0	1
12347	12347	Abcde St before intersection with White Ave (Eastbound)	Perth	Matso's	The Iconic	2	1	1	0	0	0	1
12348	12348	Beach Dr after High Rd (Eastbound)	Highgate	Harcourts	Lotterywest Powerball	2	0	0	0	0	0	2
					Totals	8	3	2	0	1	0	5

Advertising assets

Other identifying #

Number of ads on the asset

Number of ads containing alcohol products

Number of ads containing alcohol master brands

Number of ads containing unhealthy food and drink products as per the COAG guide

Number of ads containing unhealthy food and drink master brands

Number of ads on the asset not classified as unhealthy (Other)

Total number of ads classified as unhealthy food and drink/ alcohol as per the COAG guide

Totals from each column

## Appendix 2: Alcohol and unhealthy food and drink advertisement classification guide and recommended Healthy Advertising Standards

### Recommended Healthy Advertising Standards

Advertising will not be permitted if it is considered 'unhealthy advertising'.

'Unhealthy advertising' includes, but is not limited to, advertising material that promotes:

- Alcohol use, alcohol products and branding, or retailers whose sole or principal business is the retailing of takeaway (packaged) liquor;
- Unhealthy food and drink products or master brands associated predominantly with unhealthy food or drink products classified as not recommended for promotion to children in government settings in COAG Health Council Guide on "[Promoting and supporting healthy food and drink choices – food promotion 2018](#)";
- Smoking; tobacco products or accessories; e-cigarettes, e-cigarette liquids or e-cigarette accessories (e.g., cartridges, batteries, coils); or retailers whose sole or principal business is the retailing of these products;
- Products or brands that the council advises the service provider in writing, in the council's sole discretion, are unhealthy products or brands.

### Alcohol and unhealthy food and drink advertisement classification guide

Classify unhealthy advertisements into the classifications in column 1. This provides a focused description of the types of advertising and how the brands are being promoted (for example, branding or product).

This may be useful for auditing, monitoring and evaluation purposes.

<b>Alcohol product</b>	Advertisement where an alcohol product is prominent e.g.: Crown lager; Smirnoff vodka.
<b>Alcohol master brand</b>	Advertisement where an overarching corporate alcohol brand or outlet name is prominent e.g.: brand (Heineken); outlet (Liquorland); brand extension (Carlton Zero alcohol product, Bundaberg Rum custard).
<b>Unhealthy food and drink product</b>	Advertisement where an unhealthy food or drink product (excluding alcohol) is prominent, classified under the <a href="#">COAG Health Council guide</a> e.g.: KFC Zinger burger; Sprite.
<b>Unhealthy food and drink master brand</b>	Advertisement where an overarching corporate unhealthy food or drink brand or outlet name is prominent, classified by the <a href="#">COAG Health Council guide</a> e.g.: Quick service restaurant (McDonalds); soft drink/confectionary manufacturers (Coca Cola, Cadbury).
<b>Smoking related</b>	Advertisements with images of smoking; tobacco products or accessories; e-cigarettes, e-cigarette liquids or e-cigarette accessories (e.g., cartridges, batteries, coils); or a retailer whose sole or principal business is the retailing of these products;

The Australian National Government under the COAG Health Council has published an interim guide to reduce children's exposure to unhealthy food and drink promotion, and specifically outlines what food and drinks are unhealthy and should not be advertised in government settings. This guide can be used to classify advertisements depicting food or drink products, or their master brand.<sup>1</sup>

**Tool: COAG Health Council National interim guide to reduce children's exposure to unhealthy food and drink promotion**

Food, drink category not recommended for promotion (All other food and drink categories are considered suitable for promotion)	Some examples
<b>Sugar-sweetened drinks</b>	<ul style="list-style-type: none"> <li>Soft drinks and flavoured mineral waters, energy and sports drinks, cordials, fruit/vegetable drinks with added sugar, slushies</li> </ul>
<b>Confectionery</b>	<ul style="list-style-type: none"> <li>Lollies, dried fruits with added sugar such as fruit leathers/ roll ups, chocolate, fruit covered in confectionery e.g. toffee apples</li> <li>Foods with added confectionery e.g. bread with choc bits, iced buns</li> </ul>
<b>Savoury snacks</b>	<ul style="list-style-type: none"> <li>Savoury and/or flavoured crisps (potato/corn/grain/vegetable)</li> </ul>
<b>Sweet snacks</b>	<ul style="list-style-type: none"> <li>Muesli/snack bars</li> <li>Cakes and slices, sweet biscuits, waffles, muffins, tarts, cheesecake</li> <li>Doughnuts, churros and pastries</li> </ul>
<b>Desserts, ice creams, ice confections</b>	<ul style="list-style-type: none"> <li>Ice creams/confections, frozen yoghurt, gelato, sorbet</li> <li>Cream-based desserts, e.g. mousse, custards</li> <li>Fruit ice blocks, jelly desserts, ice crushes</li> <li>Drink flavourings, powders or syrups</li> </ul>
<b>Unhealthy Meals – packaged or sold in Quick Service Restaurants</b>	<ul style="list-style-type: none"> <li>Nuggets, spring/chiko rolls, battered saveloys, dim sims</li> <li>Crumbed/coated/fried/battered meat, chicken, fish or seafood</li> <li>Burgers, pizza, nachos, hot chips, wedges, hash browns or any meals served with these items</li> <li>Nachos, taco and tortilla-based dishes, kebabs, hot dogs</li> <li>Processed meats such as sausages and frankfurts, bacon, salami or meals that contain these items</li> <li>Savoury pastries, including pies and sausage rolls</li> <li>Milkshakes, thick shakes</li> </ul>
<b>Optional: Artificially sweetened drinks<sup>1,2</sup></b>	<ul style="list-style-type: none"> <li>Diet soft drinks</li> </ul>
<b>Master branding</b> The guide stipulates that the master brand should not be the predominant feature of the advertisement, and can only be used in combination with the image of a healthy food or drink. Master branding is a specific overarching corporate brand name that serves as the main anchoring point on which all underlying product brands are based. Master branding attempts to create a strong association between a company's products and what the brand represents. When food and drink companies promote their products, the master or company brand is almost always included. Children are vulnerable to, and largely unaware of the persuasive and aspirational intent of brands.	

<sup>1</sup> Australian Government. Department of Health and Aged Care. National interim guide to reduce children's exposure to unhealthy food and drink promotion – 2018, 2022. Accessed May 9 2024. Available from: <https://www.health.gov.au/resources/publications/national-interim-guide-to-reduce-childrens-exposure-to-unhealthy-food-and-drink-promotion-2018?language=en>

## Appendix 3: Briefing template

### Briefing *[insert date]* Using *[insert LGA]* advertising assets to promote health

*[insert LGA]* has the opportunity to reduce children's and community exposure to alcohol and unhealthy food and drink advertising by having a say on what is advertised on council infrastructure. This aligns with our intention to create healthy, vibrant places that support families living and visiting *[insert LGA]* to have the best possible health and wellbeing.

A review has been conducted regarding the extent of advertising for the above products, retailers and brands on *[City/Council/Town]* owned infrastructure and opportunities for *[City/Council/Town]* to *[create/strengthen]* standards for acceptable advertising identified.

#### Summary of recommendations *[include and amend as appropriate]*

- A healthy advertising and sponsorship policy is developed and adopted by council with phased implementation of policy parameters.
- Setting higher standards to protect *[insert LGA]* from alcohol and unhealthy food and drink marketing in line with the above policy is included in the tender and contract arrangements for third party advertising on council infrastructure.

#### Background to alcohol and unhealthy food and drinks advertising

- Children are exposed to alcohol and unhealthy food and drink advertising in all parts of their lives including professional and community sport, bus stops and school buses, TV, online, social media and apps.<sup>1</sup>
- Advertising works and has a detrimental impact on our health. Undermining our aspirations for the best possible health and children's right to good health and a great start to life.<sup>2</sup>
- Exposure to alcohol marketing is a cause of drinking among young people. Research demonstrates that exposing children and young people to alcohol product marketing increases the likelihood that they will start drinking earlier and drink at risky levels.<sup>1</sup>
- The marketing of unhealthy food and drink influences children's brand awareness and preferences, and consequent purchases and consumption.<sup>4</sup>

#### Policy context

- Governments and civil institutions worldwide believe that action is required to protect children from exposure to alcohol and unhealthy food and drink marketing.<sup>5</sup> These include WA Sustainable Health Review Final Report, WA Health Promotion Strategic Framework, National Obesity Strategy, World Health Organization<sup>6</sup> and United Nations<sup>7</sup>.
- In WA, living with overweight and obesity and poor diets are second only to tobacco use contributing to the most preventable burden of disease; drinking alcohol ranked fifth behind physical inactivity.<sup>8</sup>
- The WA Government has removed alcohol ads from train stations and Transperth buses and trains.<sup>9</sup> They are investigating a similar policy for unhealthy food and drinks.
- Local government's essential role in addressing WA's major public health issues is officially directed by the *Public Health Act 2016*.<sup>10</sup> This instructs WA local governments to develop public health plans, aligned with the State Public Health Plan for WA with objectives to empower and enable people to live healthy lives.

### Local government advertising infrastructure

Local government infrastructure is a common source of alcohol and unhealthy food and drink advertising which includes advertising managed by third parties on bus shelters, rubbish bins, street furniture and advertising associated with sponsorship including sport grounds.

- Up to 60 percent of out of home (OOH) advertising is on government property including bus stops.<sup>11</sup> OOH ads cannot be switched off or avoided, in locations we visit as part of our routine lives and promoted by industry as 'unmissable'.
- An audit of all bus stops in two different local governments within Perth, found over 40 per cent of all ads were for alcohol and unhealthy food and drinks.<sup>12,13</sup>
- Research has estimated that 30 per cent of the unhealthy food and drink advertising children see is in public spaces (excluding food and recreation venues).<sup>14</sup>
- There are no independent, regulatory controls that protect children from alcohol and unhealthy food and drink marketing in Australia. Outdoor Media Association (OMA), Australia's peak OOH/outdoor advertising body, has a voluntary Placement Policy and Health and Wellbeing Policy that asks members not to place alcohol or unhealthy food and drink advertising "within a 150 metre sightline" of a school. This approach is insufficient to address concerns about children's exposure to unhealthy advertising.
- Children's right to be protected from unhealthy advertising extends beyond the school gate. This policy is optional, it is not monitored, there are no consequences for non-compliance and auditing consistently finds large volumes of unhealthy advertising outdoors where children are exposed.

### Findings of [Insert LGA] auditing

#### [Insert details of council infrastructure that displays advertising and their relevant contract arrangements]

During [Months, Year] audits were conducted of [Insert here what infrastructure was audited] to identify the type of advertisements displayed. Advertisements were classified as unhealthy if they were for alcohol products or master brands, unhealthy food and drink products or master brands (as per the healthy advertising standards in Box 1).

- The audit found that alcohol and unhealthy food and drink advertisements comprised of [insert results] (for example 41 per cent of total ads).
- Insert further details of audit findings.

For example:

*Alcohol products or master brands were advertised on 26 per cent (n=55) of bus shelter ads, 53 of which were in 500m proximity to child-friendly locations. Approximately half of alcohol ads (n=25) were also in 500m proximity to sensitive service locations. Alcohol advertisers included Liquor Barons, Matso's, Gage Roads and W Seltzer.*

*Other advertisers not classified as alcohol or unhealthy food and drinks (n= 126) included health promotion campaign LiveLighter®, Commonwealth Bank, Audi, Fringe Festival, Tag Heuer, Lotterywest, Aussie Homeloans and RAC.*

Note:

- Child-friendly locations were identified as places for children and young people or where children or young people are likely to congregate (e.g., schools, childcare, youth/recreation centres, playgrounds, shopping centres).
- Sensitive service locations were identified as community or social services that support people experiencing hardship (e.g., hospitals, alcohol and other drug services, mental health supports, poverty/homelessness supports).

### Why should local governments create healthy advertising standards

Provision of public infrastructure such as bus shelters, sports grounds and seating are essential public services in creating liveable, healthy and connected places to live. Implementing healthy advertising standards for the types of advertising displayed on council infrastructure is an extension of putting community need into focus.

- Underpins local government actions that promote community health including those to increase healthy eating, reduce harm from alcohol and make smoking history. Creating local places and services free from unhealthy advertising removes a barrier community encounter in their daily lives to live well.
- It works to reduce inequities in health outcomes. Less advantaged areas experience poorer health outcomes, the same areas experience higher volumes and proportions of unhealthy advertising.<sup>15</sup>
- WA local governments are adopting policies to restrict advertising on council signage that promotes unhealthy food ([City of Mandurah](#)) or alcohol ([City of Mandurah](#), [City of Kwinana](#)). Recently the [City of South Perth](#) also voted to go out to tender for a new bus shelter contract including healthy advertising standards, that restrict the promotion of alcohol and unhealthy food and drinks.
- In England, local authorities including [Transport for London](#), [City of Bristol](#) and the [Council of Southwark](#) have introduced policies to restrict alcohol and unhealthy food and drink advertising.
- Experience from other jurisdictions has demonstrated that policies do not cause revenue loss and are health promoting by reducing predicted purchasing of unhealthy products.<sup>16</sup>

### How this aligns with [insert LGA] strategies

- Healthy advertising standards aligns to our over-all vision of **[insert here vision of community plan/public health plan]**.
- It presents an opportunity for coordination between the council's services to have a positive influence on community health outcomes.
- **[Insert here details about public health plan]**
  - » Relevant objectives and actions to address risk factors.
  - » Relevant objectives and actions to create supportive environments.
  - » Relevant local data on healthy eating, alcohol use and harms, rates of overweight and obesity, smoking, vaping.

*Supporting WA evidence if required for comparison or substitute.*

- In WA, Alcohol-related harms are high, and include injury, violence, and chronic diseases, such as cancer, stroke, and mental health issues.<sup>17</sup> Alcohol use is the fifth leading risk factor for disease burden in Australia, contributing 4.5 per cent of total disease burden in 2018.<sup>18</sup>
- Living with overweight and obesity and poor diets are second and third only to tobacco use in contributing the most disease burden in 2018, contributing 8.4 per cent and 5.4 per cent of total disease burden respectively in 2018.<sup>16</sup> The significant cost and burden of higher body mass in WA continues to increase with 70 per cent of adults living with overweight and obesity and 25 per cent of children.<sup>19</sup>
- *Insert relevant work the local government is doing. For example:*
  - » Working collaboratively with a range of government and non-government agencies to reduce harms from alcohol including participation in the **[Local Drug Action Group]**.
  - » Implementing healthy options food and drink policy in local government sport and recreation centres.
  - » Supporting WA public health campaigns such as Alcohol, Think Again and LiveLighter® at community events.

- Such a policy will be supported by community. Over 70 per cent of the WA community in favour of removing alcohol and unhealthy food and drink advertising from government owned assets.<sup>20</sup> **[Include here any relevant community consultation]**
- Such opportunities are time sensitive. Contacts for advertising services are long, up to 20 years. Taking action in this setting places **[insert LGA]** as leaders in championing community health and reducing systemic and environmental barriers to good health.

### Recommendations

- A healthy advertising and sponsorship policy is developed and adopted by council with phased implementation of policy parameters.
- Setting higher standards to protect **[Insert LGA]** from alcohol and unhealthy food and drink marketing in line with the above policy is included in the tender and contract arrangements for third party advertising on council infrastructure.

#### Box 1. Criteria for healthy advertising standards

Advertising on council infrastructure will not be permitted if it is considered 'unhealthy advertising'.

'Unhealthy advertising' includes, but is not limited to, advertising material that promotes:

- alcohol use, alcohol products and branding, or retailers whose sole or principal business is the retailing of takeaway (packaged) liquor;
- unhealthy food and drink products or master brands associated predominantly with unhealthy food or drink products (in line with COAG Health Council guide on "[Promoting and supporting healthy food and drink choices - food promotion 2018](#)");
- smoking; tobacco products or accessories; e-cigarettes, e-cigarette liquids or e-cigarette accessories (e.g., cartridges, batteries, coils); or retailers whose sole or principal business is the retailing of these products;
- products or brands that the council advises the service provider in writing, in the council's sole discretion, are unhealthy products or brands.

#### Notes regarding the Healthy Advertising Standards.

- The above standards restrict the advertising of alcohol brands in addition to alcohol products. This is because many alcohol brands are synonymous with alcohol use and as such, brand advertising influences people's attitudes toward alcohol use (e.g. Heineken, Guinness, Jim Beam, Dan Murphy's).
- The above standards restrict takeaway retailers whose primary business is selling take away liquor (i.e. Dan Murphys, BWS), but would allow other businesses which may sell takeaway alcohol as ancillary to other products (e.g. IGA, Oxford Hotel) to advertise, provided no alcohol use, alcohol products or alcohol branding is shown.
- Classification of unhealthy food and drinks, is via the [National interim guide to reduce children's exposure to unhealthy food and drink promotion](#). This guide was endorsed by the Council of Australian Governments (COAG) Health Council in 2018 for voluntary use by governments in their settings. The guide outlines food and drink categories that are not recommended for promotion to children in government settings. Using this classification by all government departments ensures consistency for public and advertisers.
- While tobacco and nicotine e-cigarette advertising is largely prohibited in WA under Federal and State legislation<sup>1</sup> is important to have clear prohibitions in relation to the promotion of e-cigarette (and tobacco) advertising to ensure that any legal uncertainty or gaps in regulation (loopholes) are not utilised.<sup>21,22</sup> This will also reduce the potential legal and reputational risk of the local government.

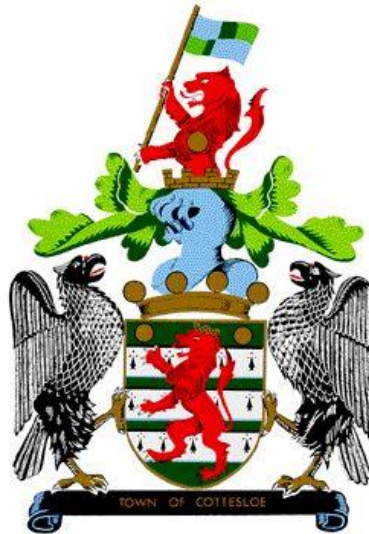
<sup>1</sup> Please note that the TGA has granted a legal permission which only allows pharmacies and pharmacy marketing groups to advise where a person can fill their prescription for a nicotine vaping product but also not to mention specific brands or types of products.

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# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.7A:  
FEBRUARY 2007 - CURRENT LEASE AGREEMENT -  
CTC**

D07/2710

DATED 15 February 2007

## TOWN OF COTTESLOE

AND

## COTTESLOE TENNIS CLUB (INC)

## LEASE

McLEODS  
SOLICITORS  
220-222 STIRLING HIGHWAY  
CLAREMONT WA 6010  
Telephone: 9383 3133  
Facsimile: 9383 4935  
Reference: McL/S23 19777

D07/2710

DATED 15 February 2008**TOWN OF COTTESLOE**

AND

**COTTESLOE TENNIS CLUB (INC)**

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**LEASE**

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**McLEODS  
SOLICITORS  
220-222 STIRLING HIGHWAY  
CLAREMONT WA 6010  
Telephone: 9383 3133  
Facsimile: 9383 4935  
Reference: McL/S23 19777**

<b>RECITALS:</b>	<b>1</b>
<b>OPERATIVE PART:</b>	<b>1</b>
1 DEFINITIONS	1
2 INTERPRETATION	3
3 GRANT OF LEASE	6
4 QUIET ENJOYMENT	6
6 AMOUNTS PAYABLE	6
(A) OUTGOINGS	6
(B) INTEREST	7
(C) COSTS	7
(2) PAYMENT OF MONEY	8
7 ACCRUAL OF AMOUNTS PAYABLE	8
8 INSURANCE	8
(1) PUBLIC LIABILITY	8
(2) BUILDING	9
(3) DETAILS AND RECEIPTS	9
(4) NOT TO INVALIDATE	10
(5) REPORT	10
9 INDEMNITY	11
(1) INDEMNITY	11
(2) INDEMNITY UNAFFECTED BY INSURANCE	11
(3) RECEIPT OF INSURANCE MONEY	11
10 LIMIT OF LESSOR'S LIABILITY	11
11 MAINTENANCE, REPAIR AND CLEANING	12
(1) MAINTENANCE	12
(2) REPAIR	13
(3) CLEANING	13
(4) MAINTAIN SURROUNDINGS	13
(5) PEST CONTROL	13
(6) PAINT AND DECORATE	13
(7) ACKNOWLEDGEMENT OF STATE OF REPAIR OF PREMISES	14
12 ALTERATIONS	14
(1) RESTRICTION	14
(2) CONSENT	15
(3) WORK TO BE AT LESSEE'S EXPENSE	16
(4) CONDITIONS	16
13 USE	16
(1) RESTRICTIONS ON USE	16
(2) NO WARRANTY	17
(3) PREMISES SUBJECT TO RESTRICTION	17
(4) INDEMNITY FOR COSTS	18
14 LESSOR'S RIGHT OF ENTRY	18
(1) ENTRY ON REASONABLE NOTICE	18
	i
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	(2) COSTS OF RECTIFYING BREACH	19
15	<b>STATUTORY OBLIGATIONS &amp; NOTICES</b>	19
	(1) COMPLY WITH STATUTES	19
	(2) INDEMNITY IF FAILS TO COMPLY	20
16	<b>REPORT TO LESSOR</b>	20
17	<b>DEFAULT</b>	21
	(1) EVENTS OF DEFAULT	21
	(2) FORFEITURE	22
	(3) LESSOR MAY REMEDY BREACH	22
	(4) ACCEPTANCE OF AMOUNTS PAYABLE BY LESSOR	23
	(5) ESSENTIAL PROVISIONS	23
	(6) BREACH OF ESSENTIAL PROVISIONS	23
	(7) SUBCLAUSE (6)(C) TO SURVIVE TERMINATION	24
	(8) LESSEE MAY DEDUCT AMOUNTS FOR RE-LETING	24
	(9) LESSOR TO MITIGATE ITS LOSSES	24
18	<b>DAMAGE OR DESTRUCTION</b>	25
	(1) DAMAGE OR DESTRUCTION	25
	(2) LESSOR'S CONTRIBUTION LIMITED	25
	(3) DAMAGE OR DESTRUCTION DURING LAST 5 YEARS	25
19	<b>HOLDING OVER</b>	25
20	<b>RESTORE PREMISES</b>	26
21	<b>YIELD UP THE PREMISES</b>	26
	(1) PEACEFULLY SURRENDER	26
	(2) SUBCLAUSE (1) TO SURVIVE TERMINATION	26
22	<b>REMOVAL OF PROPERTY FROM PREMISES</b>	26
	(1) REMOVE PROPERTY PRIOR TO TERMINATION	26
	(2) LESSOR CAN REMOVE PROPERTY ON RE-ENTRY	27
23	<b>ASSIGNMENT, SUBLETTING AND CHARGING</b>	27
	(1) NO ASSIGNMENT OR SUBLETTING WITHOUT CONSENT	27
	(2) PROPERTY LAW ACT 1969	27
	(3) NO MORTGAGE OR CHARGE	27
24	<b>ACTS BY AGENTS</b>	27
25	<b>GOVERNING LAW</b>	28
26	<b>STATUTORY POWERS</b>	28
27	<b>NOTICE</b>	28
	(1) FORM OF DELIVERY	28
	(2) SERVICE OF NOTICE	28
	(3) SIGNING OF NOTICE	29
28	<b>SEVERANCE</b>	29
29	<b>DISPUTES</b>	29
	(1) APPOINTMENT OF ARBITRATOR	29
	(2) PAYMENT OF AMOUNTS PAYABLE TO DATE OF AWARD	30

30	VARIATION	30
31	MORATORIUM	30
32	FURTHER ASSURANCE	30
33	WAIVER	31
(1)	NO GENERAL WAIVER	31
(2)	PARTIAL EXERCISE OF RIGHT POWER OR PRIVILEGE	31
34	GOODS AND SERVICES TAX	31
(1)	DEFINITIONS	31
(2)	LESSEE TO PAY GST	32
(3)	CONSIDERATION IN KIND	32
(4)	NO CONTRIBUTION FROM LESSOR	32
(5)	STATEMENT OF GST PAID IS CONCLUSIVE	33
(6)	TAX INVOICES	33
(7)	RECIPROCITY	33
35	COMMERCIAL TENANCY ACT	33
36	CAVEAT	33
(1)	NO ABSOLUTE CAVEAT	33
(2)	CEO & LESSOR AS ATTORNEY	34
37	INDEMNITY AND RATIFICATION	35
(1)	RATIFICATION	35
(2)	INDEMNITY	35
38	ADDITIONAL TERMS COVENANTS AND CONDITIONS	35

THIS LEASE is made 15 day of February 2006 7

**BETWEEN:**

TOWN OF COTTESLOE of 109 )  
 Broome Street, Cottesloe Western )  
 Australia ("Lessor") )

**AND**

COTTESLOE TENNIS CLUB (INC) of )  
 Cnr Broome and Napier Streets, )  
 Cottesloe, Western Australia ("Lessee") )

**RECITALS:**

- A The Land is Crown land under the care, control and management of the Lessor with power to lease subject to the approval of the Minister.
- B The Lessor has agreed to grant to the Lessee a lease of the Premises on the provisions of this Lease subject to the approval of the Minister.

**OPERATIVE PART:**

The Parties agree:

**1 DEFINITIONS**

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

"Alterations" means any of the acts referred to in clause 12(1)(a) to (c);

"Amounts Payable" means any money payable by the Lessee under this Lease;

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**"Authorised Person"** means:

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

**"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 3 of the Schedule;

**"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 or anything described as an encumbrance on the Certificate of Crown Land Title for the Land;

**"Interest Rate"** means a rate of interest at the time the payment falls due being 2% greater than the cash rate set by the Reserve Bank of Australia at the time the payment falls due;

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

"**Minister**" means the Minister for Lands;

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

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

"**Permitted Purpose**" means the purpose set out in **Item 5** of the Schedule;

"**Premises**" means the premises described in **Item 1** of the Schedule;

"**Schedule**" means the Schedule to this Lease;

"**Term**" means the term of years specified in **Item 2** of the Schedule; and

"**Termination**" means the date of:

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

## **2 INTERPRETATION**

In this Lease, unless expressed to the contrary:

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

- (b) the plural include the singular; and
  - (c) any gender include each gender;
- (2) A reference to:
- (a) a natural person includes a body corporate or local government;
  - (b) a body corporate or local government includes a natural person;
  - (c) a professional body includes a successor to or substitute for that body;
  - (d) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
  - (e) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
  - (f) a right includes a benefit, remedy, discretion, authority or power;
  - (g) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (h) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:

- (a) both express and implied provisions; and
    - (b) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
  - (i) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
  - (j) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
  - (k) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (3) The covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (a) covenants not to permit that act or thing to be done or omitted to be done by an Authorised Person; and
  - (b) a covenant to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (4) Except in the Schedule, headings do not affect the interpretation of this Lease; and
- (5) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

**3 GRANT OF LEASE**

- (a) The Lessor leases to the Lessee the Premises subject to all Encumbrances for the Term subject to;
- (i) the approval of the Minister;
  - (ii) the payment of the Amounts Payable; and
  - (iii) the performance and observance of the Lessee's Covenants.
- (b) The Lessee accepts the Lease granted by the Lessor under this clause.

**4 QUIET ENJOYMENT**

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

**5 NO RENT**

No rent is payable under this Lease.

**6 AMOUNTS PAYABLE****(a) Outgoings**

To pay all of the outgoings or charges, assessed or incurred in respect of the Premises, including rates, water, drainage, sewerage, rubbish, emergency services levy, telephone, electricity, gas and other power and light charges (including but not limited to meter rents and the cost of the installation of any meter, wiring or telephone connection), and all other consumption charges or

costs, statutory imposts or other obligations incurred or payable by reason of the Lessee's use and occupation of the Premises and the Lessor will rebate to the Lessee eighty percent (80%) of any rates paid to the Lessor by the Lessee as a result of rates charged on the Premises under the *Local Government Act* 1995.

**(b) Interest**

Without affecting the rights, power and remedies of the Lessor under this Lease, to 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.

**(c) Costs**

**(i) To pay to the Lessor on demand:**

(A) all duty, fines and penalties payable under the *Stamp Act* 1921 and other statutory duties or taxes payable on or in connection with this Lease;

(B) all registration fees in connection with this Lease; and

(C) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

**(ii) 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 an Authorised Person;
- (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 paragraph (c) or any matter arising out of this Lease.

(2) **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.

**7 ACCRUAL OF AMOUNTS PAYABLE**

Amounts Payable accrue on a daily basis.

**8 INSURANCE**

(1) **Public Liability**

The Lessee must effect and maintain with insurers approved by the Lessor in the name of the Lessee with the interest of the Lessor in the Premises noted on the policy adequate public liability insurance for a sum not less than the sum

set out at **Item 4** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

**(2) Building**

The Lessee must reimburse the Lessor for all costs incurred in insuring the Premises to the full insurable value on a replacement or reinstatement value basis against damage arising from fire, tempest, storm, earthquake, explosion, aircraft or other aerial device including items dropped from any device, riot, strike, commotion, flood, lightning, act of God, fusion, smoke, flood, water damage, leakage, impact by vehicle, machinery breakdown, malicious acts or omissions and other standard insurable risks.

**(3) Details and Receipts**

In respect of the insurance required by **subclause (1)** the Lessee must:

- (a) on demand supply to the Lessor details of the insurance and give to the Lessor copies of certificates of currency;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums paid or each certificate of currency issued by the insurers approved by the Lessor; 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.

**(4) Not to Invalidate**

The Lessee must:

- (a) not do or omit to do any act or thing or bring or keep anything on the Premises which might:
  - (i) render the insurance on the Premises or any adjoining premises void or voidable; or
  - (ii) cause the rate of a premium to be increased for the Premises or any adjoining premises; and
- (b) pay any increase in the rate of a premium referred to in paragraph (a) on the demand of the Lessor.

**(5) Report**

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

- (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.

**9 INDEMNITY****(1) Indemnity**

Except to the extent that any liability or loss is caused or contributed to by the Lessor, the Lessee indemnifies the Lessor against any liability or loss arising from and any costs, charges and expenses incurred in connection with:

(a) any damage to the Premises, or any loss of or damage to anything on it; and

(b) any injury to any person on the Premises,

and for which the Lessor becomes liable.

**(2) Indemnity Unaffected by Insurance**

The Lessee's obligation to indemnify the Lessor under this Lease or at law is not affected by the Lessee's obligation to insure under clause 8 or at law and the indemnity under subclause (1) is paramount.

**(3) Receipt of Insurance Money**

If insurance money is received by the Lessor for any of the obligations set out in this clause, then the Lessee's obligations under subclause (1) will be reduced by the extent of such payment.

**10 LIMIT OF LESSOR'S LIABILITY**

(1) Except to the extent that any liability or loss is caused or contributed to by the Lessor, the Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring and the Lessor will not be

liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

- (2) Subject to subclause (1), the Lessor is only liable for breaches of the Lessor's Covenants which occur while the Premises are in the care, control and management of the Lessor under the Management Order.

## 11 MAINTENANCE, REPAIR AND CLEANING

### (1) Maintenance

- (a) The Lessee must maintain, at its own expense, the Premises (including but not limited to the courts, any structural parts, plate glass, electrical installations, gas and water pipes and fittings, toilets, sanitary appliances, drains, septic tanks and leach drains) in good, safe order, repair and condition, and any major maintenance must be undertaken in consultation with the Lessor;

- (b) 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

- (c) The Lessee must take such reasonable action as is necessary to:

- (i) prevent, if it has occurred as a result of the Lessee's use of the Premises; and

- (ii) rectify or otherwise ameliorate,

the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

(2) **Repair**

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

(3) **Cleaning**

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

(4) **Maintain Surroundings**

The Lessee must maintain any part of the Premises which surrounds any buildings in good condition including but not limited to any flora, gardens and lawns and tend to the pruning of trees.

(5) **Pest Control**

The Lessee must keep the Premises free of animals, birds, insects and the cost of pest extermination will be borne by the Lessee.

(6) **Paint and Decorate**

(a) The Lessee must, at suitable intervals during the Term paint with at least 2 coats of paint those parts of the Premises usually painted both internally and externally.

(b) All painting carried out on the Premises under paragraph (a) must be carried out by a registered painting contractor; and

(c) the registered painting contractor must paint the Premises

- (i) in a proper manner using good quality materials; and
- (ii) comply with all reasonable directions given or requests made by the CEO.

(7) **Acknowledgement of State of Repair of Premises**

The Lessee acknowledges that it enters into the Lease with full knowledge of the structural state and state of repair of the Premises.

**12 ALTERATIONS**

(1) **Restriction**

The Lessee must not:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
- (b) erect or construct any building on the Premises;
- (c) remove, alter or add to any fixtures, fittings or facilities in or on the Premises; or
- (d) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora, trees 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,

unless the Lessee has obtained the prior written consent of:

- (e) of the Lessor;

(f) of any other person from whom consent is required under this Lease;

and the Parties agree that any consent may be given upon certain conditions ("Conditions").

(2) Consent

If the Lessor:

(a) and all other persons whose consent is required under this Lease or at law consents to any matter referred to in subclause (1) the Lessor may:

(i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and

(ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and

(b) consents to any matter referred to in subclause (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 consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

(3) **Work to be at Lessee's Expense**

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

(4) **Conditions**

(a) Subject to clause 12(4)(b), if any of the persons referred to in clause 12(1)(e) or (f) impose Conditions with respect to the proposed Alterations, the Lessee must comply with the Conditions if it is entitled at law to proceed to make the Alterations and does so proceed.

(b) If any of the Conditions require other works to be done by the Lessee, then the Lessee must at the option of the Lessor either:

(i) carry out those other works at the Lessee's expense; or

(ii) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

13 **USE**

(1) **Restrictions on Use**

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

(a) use the Premises for any purpose other than for the Permitted Purpose;

(b) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;

- (c) do or carry out on the Premises any harmful, offensive, or illegal act, matter or thing;
- (d) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (e) store any dangerous compound or substance on or in the Premises;
- (f) do any act or thing which might result in excessive stress or harm to any part of the Premises; or
- (g) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

**(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.

**(3) Premises Subject to Restriction**

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

(4) **Indemnity for Costs**

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in subclauses (1) to (3).

**14 LESSOR'S RIGHT OF ENTRY**

(1) **Entry on Reasonable Notice**

The Lessee or any Authorised Person must permit entry by the Lessor or any person authorised by the Lessor, on reasonable notice, except in the case of an emergency, onto the Premises:

- (a) at all reasonable times;
- (b) with or without workmen and others;
- (c) with or without plant, equipment, machinery and materials; and
- (d) for each of the following purposes:
  - (i) to inspect the state of repair of the Premises and to ensure compliance with the provisions of this Lease;
  - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;

- (iii) to comply with the Lessor's Covenants under this Lease or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (iv) to do all matters or things to rectify any breach by the Lessee of any of the Lessee's Covenants, but the Lessor is under no obligation to rectify any breach and any rectification under this subparagraph is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

**(2) Costs of Rectifying Breach**

All costs and expenses incurred by the Lessor as a result of any breach referred to in subclause (1)(d)(iv) together with any interest payable on such sums, will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

**15 STATUTORY OBLIGATIONS & NOTICES**

**(1) Comply with Statutes**

The Lessee must:

- (a) comply promptly with all statutes relating to the Premises or to the Lessee's use of 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;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and

- (d) 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 the Premises.

(2) **Indemnity if Fails to Comply**

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in subclause (1); and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in subclause (1).

16 **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;
- (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 give them to the Lessor.

**17     DEFAULT****(1)     Events of Default**

A default occurs if:

- (a) any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee;
- (b) the Lessee is in breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) for 14 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
- (d) a controller, as defined by the Corporations Law, is appointed in respect of the property of the Lessee under 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 Lessee's property on the Premises;
- (g) the Premises are vacated by the Lessee prior to Termination; or
- (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 rents or profits; or

(2) **Forfeiture**

On the occurrence of any of the events of default specified in subclause (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 Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

(3) **Lessor May Remedy Breach**

If the Lessee:

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

then 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 costs and expenses of remedying each breach or default.

**(4) Acceptance of Amounts 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 provisions of this Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

**(5) Essential Provisions**

Each of the Lessee's Covenants in clauses 6 (Amounts Payable), 8 (Insurance), 9 (Indemnity), 11 (Maintenance, Repair and Cleaning), 13 (Use), 23 (Assignment, Subletting and Charging) and 34 (Goods and Services Tax) is an essential provision of this Lease, but this subclause does not mean or imply that there are no other essential provisions in this Lease.

**(6) Breach of Essential Provisions**

If the Lessee breaches an essential provision 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 provision;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential provision; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:

- (i) for breach of an essential provision 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 reletting or attempting to re-let the Premises.

**(7) Subclause (6)(c) to Survive Termination**

The Lessee agrees that the covenant set out in **subclause (6)(c)** will survive Termination or any deemed surrender at law of the estate granted by this Lease.

**(8) Lessee may Deduct Amounts for Re-letting**

The Lessee may deduct from the amounts referred to in **subclause (6)(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of the determination of this Lease and the date on which the Term would have expired by effluxion of time.

**(9) Lessor to Mitigate its Losses**

The Lessor must take reasonable steps to mitigate its losses and endeavour to relet the Premises at a reasonable rent and on reasonable provisions, but the Lessor is not required to offer or accept rent or provisions which are the same or similar to the Rent or provisions contained or implied in this Lease.

**18 DAMAGE OR DESTRUCTION****(1) Damage or Destruction**

If the Premises or any part of the Premises are damaged or destroyed so as to require major rebuilding the Lessor will apply any insurance monies received by it in respect of such damage or destruction to the Premises as a contribution to the costs incurred by the Lessee in repairing or reinstating the Premises in accordance with the manner in which the Premises were constructed prior to the damage or destruction or in accordance with alternative plans approved by the Lessor

**(2) Lessor's Contribution Limited**

The Lessor will have no obligation to make any contribution to the Lessee's costs in repairing or reinstating the Premises in the event of the damage or destruction referred to in **subclause (1)** beyond the contribution referred to in that subclause.

**(3) Damage or Destruction during last 5 years**

If the damage or destruction referred to in **subclause (1)** should occur in the last five (5) years of the Term, the Lessee may request that the Lessor relieves it of its obligation to repair or reinstate the Premises and the Lessor will reasonably consider any such request. If the Lessor grants such a request by the Lessee, the Lessor will be entitled to retain any insurance monies received by it in respect of such damage or destruction.

**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 on the same provisions 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 RESTORE PREMISES**

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

**21 YIELD UP THE PREMISES**

**(1) Peacefully Surrender**

On Termination the Lessee must:

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

**(2) Subclause (1) to Survive Termination**

The Lessee's obligation under **subclause (1)** shall survive Termination.

**22 REMOVAL OF PROPERTY FROM PREMISES**

**(1) Remove Property Prior to Termination**

Prior to Termination, the Lessee must remove from the Premises all property of the Lessee including the Lessee's fixtures and promptly make good, to the

satisfaction of the Lessor, any damage caused by the removal of that property or fixtures.

**(2) Lessor can Remove Property on Re-Entry**

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee, and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

**23 ASSIGNMENT, SUBLETTING AND CHARGING**

**(1) No Assignment or Subletting 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.

**(2) Property Law Act 1969**

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

**(3) No Mortgage or Charge**

The Lessee must not mortgage or charge the Premises.

**24 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.

**25 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.

**26 STATUTORY POWERS**

The powers conferred on the Lessor by or under any statutes are, except to the extent that they are inconsistent with the provisions of this Lease, in addition to the powers conferred on the Lessor in this Lease.

**27 NOTICE****(1) Form of Delivery**

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

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

**(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 subclause (1)(b), at the time of leaving the Notice, provided the Notice is left during normal business hours; and

- (c) if by post to an address specified in subclause (1)(b), on the second business day following the date of posting of the Notice.

(3) **Signing of Notice**

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

28 **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.

29 **DISPUTES**

(1) **Appointment of Arbitrator**

Except as otherwise provided, any dispute arising out of this Lease is to be determined by a single arbitrator under the provisions of the *Commercial*

*Arbitration Act 1985* and the Lessor and the Lessee may each be represented by a legal practitioner.

**(2) 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 money paid.

**30 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.

**31 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 provisions of this Lease do not, to the fullest extent permitted by law, apply to limit the provisions of this Lease.

**32 FURTHER ASSURANCE**

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

## 33 WAIVER

## (1) No General Waiver

A failure by the Lessor to exercise or its delay in exercising any right, power or privilege in this Lease does not operate as a waiver of or otherwise impair that right, power or privilege.

## (2) Partial Exercise of Right Power or Privilege

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

## 34 GOODS AND SERVICES TAX

## (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.

(2) **Lessee to Pay GST**

- (a) 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;
- (b) The Lessee must pay any increase referred to at **paragraph (a)** whether it is the Lessee or any other person who takes the benefit of any Supply; and
- (c) 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.

(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 **subclause (2)(b)** 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.

(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.

(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.

(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.

(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.

35 **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.

36 **CAVEAT**

(1) **No Absolute Caveat**

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at the Department of

Land Administration against the Certificate of Crown Land Title for the Land, to protect the interests of the Lessee under this Lease.

(2) **CEO & 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 the Department of Land Administration:

- (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.

**37 INDEMNITY AND RATIFICATION****(1) Ratification**

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under **clause 36**.

**(2) Indemnity**

The Lessee indemnifies the Lessor against:

- (a) any loss arising from any act done under **clause 36**; and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under **clause 36**.

**38 ADDITIONAL TERMS COVENANTS AND CONDITIONS**

Each of the terms, covenants and conditions (if any) specified in **Item 6** of the Schedule shall be deemed part of this Lease and shall be binding upon the Lessor and Lessee as if incorporated in the body of this Lease.

## SCHEDULE

**ITEM 1:** LAND AND PREMISES

LAND

Cottesloe Suburban Lots 37, 38 and 39 (Reserve 3235)

PREMISES

That part of the Land depicted, for the purpose of general identification only, by being coloured yellow and green on the plan annexed to this Lease, 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 2:** TERM

21 years from 1 July 2005 and expiring on 30 June 2026

**ITEM 3:** COMMENCEMENT DATE

1 July 2005

**ITEM 4:** PUBLIC LIABILITY INSURANCE

Ten million dollars (\$10,000,000.00)

**ITEM 5:** PERMITTED PURPOSE

Tennis courts and club house

**ITEM 6:     ADDITIONAL TERMS COVENANTS AND CONDITIONS**

The Lessee covenants and agrees with the Lessor:

- (a)    To permit residents of the Town of Cottesloe to use the tennis courts on the Premises at the times, and subject to the payment of the fees, that are approved by the Lessor from time; and
- (b)    To publicly display the terms and conditions of such use in an adequate manner on the Premises.

EXECUTED BY the Parties as a Deed;

THE COMMON SEAL of the TOWN OF )  
COTTESLOE was hereunto affixed by )  
authority of a resolution of the Council in )  
the presence of: )



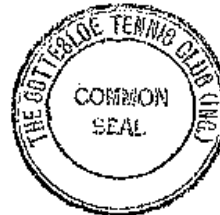
MAYOR

KEVIN JOSEPH MORGAN  
PRINT FULL NAME

CHIEF EXECUTIVE OFFICER

STEPHEN DAVID TINDALE  
PRINT FULL NAME

THE COMMON SEAL of COTTESLOE )  
TENNIS CLUB (INC) was hereunto affixed )  
pursuant to a resolution of the Management )  
Committee in the presence of: )



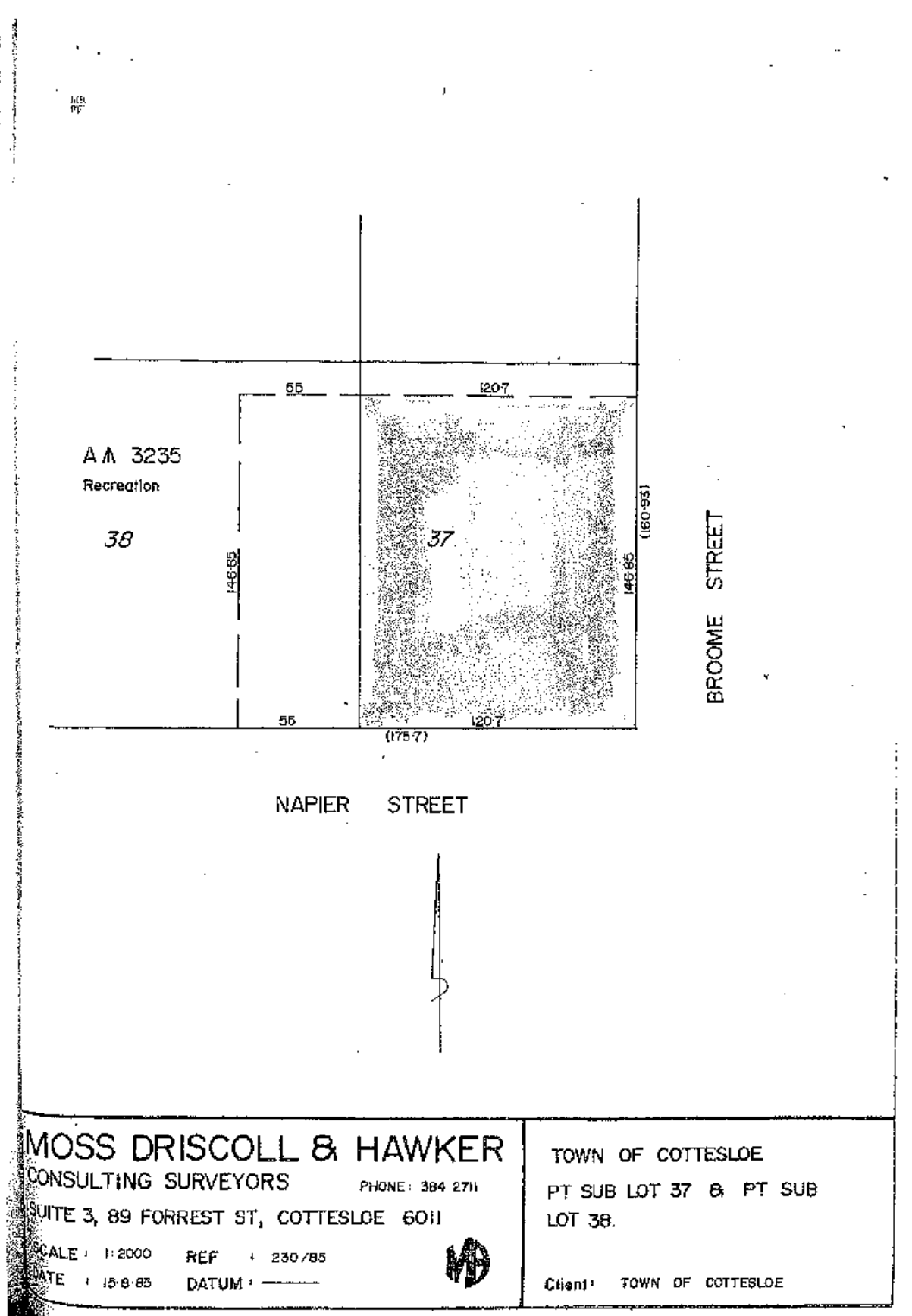
OFFICE HOLDER

THOMAS EYRES PRESIDENT  
NAME AND OFFICE

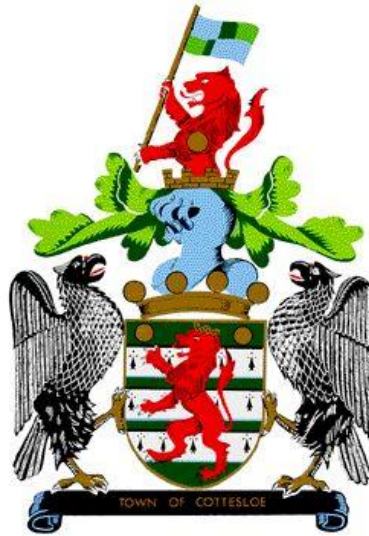
OFFICE HOLDER

MATTHEW MACFARLANE, CLUB SECRETARY  
NAME AND OFFICE

(19777-05.09.07-ES-Loapp-Tennis Club.doc)



# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.7B:  
CORRESPONDENCE 20 JULY 2025 - FROM CTC  
(INC)**

## Cottesloe Tennis Club (Inc.)

PO BOX 12 • COTTESLOE • WA • 6011 TELEPHONE 0456 553 755

www.cottesloetennis.com.au • enquiries@cottesloetennis.com.au



Mark Newman

20th July 2025

Chief Executive Officer

Town of Cottesloe

PO Box 606

Cottesloe WA 6911

Via Email : [ceo@cottesloe.wa.gov.au](mailto:ceo@cottesloe.wa.gov.au) , [town@cottesloe.wa.gov.au](mailto:town@cottesloe.wa.gov.au)

Dear Mr Newman

On the 12<sup>th</sup> April 2024 myself and our club treasurer met with your ex -CEO Matthew Scott and Mayor Lorraine Young to commence discussions regarding a new lease for the Cottesloe Tennis Club that is due to expire on the 30<sup>th</sup> June 2026. For a number of reasons, certain circumstances did not eventuate as we had expected so we withdrew our request for early consideration of a new lease.

Since then, the club has been working on a number of long term initiatives that require implementation beyond the current lease period so we would appreciate your assistance in agreeing to a new lease on terms as generally described in Annexure 1 of this correspondence before 24<sup>th</sup> October this year that can be presented at our next AGM on the 29<sup>th</sup> October 2025

Rationale for Early Renewal Request

Our groundskeeper of 43 years, Peter O'Dea is retiring as of 30 June 2028. The club has signed a transition contract with Mr O'Dea beyond the term of the current lease with the Town which puts us technically in breach of the agreement which we would like to correct.

More importantly we are putting in place a long term strategic plan that contains 4 elements that will ensure we remain the premier tennis club in WA for the foreseeable future.

These 4 projects are described later in this correspondence and contain some building works and repurposing of existing courts to enhance future member participation and meet expectations of the next generation of Cottesloe Tennis Club members who are likely to include younger families moving into Cottesloe as a result of the current property infill program underway.

In consideration of the Town considering our request we wish to provide the following information.

## Cottesloe Tennis Club – Lease Renewal

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### Our History

Cottesloe Tennis Club has been established for over 120 years and is one of the oldest in Western Australia. It began in early 1903 with 2 bitumen courts in Irvine Street, Peppermint Grove. The club relocated in 1924 to the corner of Marine Parade and Warnham Street, with four courts and a small club house. As the club grew, it moved to its present home in 1938 to the corner of Broome and Napier Streets where it established fifteen courts. In 2017, the club expanded once again, and now has 10 lit hard courts and 27 grass courts.

### Members and Other Club Users

We currently have 823 members and growing. Members are made up predominantly of Cottesloe members (44%). Including our neighbouring western suburbs members, that number rises to 87%.

The fact we are able to attract members from other suburbs is a testament to the quality of our facility. In fact, if we did not attract people from outside of Cottesloe, the facility would not be able to be maintained at the standard that it is. For instance, we enjoy the use of grass courts all year round due to the fact we have 27 courts and can rest them all at different times of the year (which is a not negotiable for grass court management) thereby ensuring we have some grass courts available at all times. Our biggest, and fixed, cost is our grass court management and if our income base was reduced, so too would be the number of courts, potentially resulting in none, or very limited numbers of grass courts at certain times of the year.

Importantly for a community club, other than our part time Administrator (1 day a week) we rely solely on volunteers. But as only 1/3<sup>rd</sup> of our Committee are Cottesloe residents we rely very heavily on non Cottesloe residents to run the Club. Additionally, our Vice Patron also lives outside of Cottesloe as does our current President.

The residents of Cottesloe are very lucky to have such a world class facility (we held the Davis Cup here in 2014!) in their suburb. We also seek to share our facility with other community groups such as the Royal Flying Doctor Services, Mosman Park Deaf School, Perth Childrens Hospital, Tennis West (for whom we have hosted major tournaments in 2024 and 2025) and Tennis Australia (for whom we held national junior tournaments for in 2019 and 2021) and are currently being considered for the tennis section of the World Gay Games in 2030.

One of the big growth areas we have enjoyed since we expanded our courts in 2016 is in relation to our casual court hire. This is mainly on our lit hard courts. Although we don't have statistics on the users of these courts, it would be fair to assume they live nearby as all clubs have lit hard courts available for the same price (\$20 per hour day, \$25 for night). They are available to the public through the on line Book A Court system ([play.tennis.com.au/court-hire](http://play.tennis.com.au/court-hire)).

### Sustainability

#### **Environmental:**

The club installed solar power in 2012 so for over a decade has been reducing its emissions.

#### Cottesloe Tennis Club – Lease Renewal

In 2023 we installed a fertigation system, enabling fertiliser and soil wetting agents to be applied through the reticulation system. This assists in the consistent application of these items which leads to a reduction in water use.

In 2025, we have engaged specialist water consultants to advise us on new methods to further assist our efforts in grass court water reduction strategies.

A major asset of the club is the extensive, if not ageing, set of Rottnest tea trees that we enjoy. As many are over the standard age for the type of trees we have, over recent years a number of those trees have failed, either coming down in storms, or having to be removed for safety reasons, (as advised by qualified arborists and approved by the Town as required under our lease). However, we have replanted more trees, (peppermints and Coastal Casuarinas), than have been removed, to ensure we maintain our green canopy over the longer term. Many of these cost only \$90 per tree, and some even less as our volunteers are growing them from seedlings.

#### **Infrastructure:**

The Club has an annual and a 5 year plan for ensuring that our assets are maintained to the highest standard.

The most significant project of late was the court expansion in 2016/ 2017 when we added 4 hard courts and 5 grass courts at a cost of \$630,000. This was funded via a \$320k loan from the Town and \$310k from members funds.

In 2018 we also constructed a new groundsman shed at a cost of \$62k.

In 2019 we spent \$37,204 upgrading the paving and viewing area on Bay 3 as well as installing shade sails over the playground. The paving and playground was extensively damaged when 3 large old Rottnest tea trees failed during a storm, such damage luckily covered by insurance. However it left the playground with no shade.

Finally in the 2023/2024 years we have invested in the following improvements around the facility,

#### **Capital Projects for 2025**

Ride on mower	8,500
Court water and soil consultant	17,000
Other capital works items	14,900
<b>Total</b>	<b>40,400</b>

#### **Capital Projects for 2024**

10 new net posts	4,000
New Sprayer	8,000
Fencing H5,6,7,8	69,352
<b>Total</b>	<b>81,352</b>

#### Cottesloe Tennis Club – Lease Renewal

##### Capital Projects for 2023

Fertigation System	4,700
East Veranda	30,550
West Veranda	14,900
Hardcourt Resurface	37,600
Water Fountain	1,400
Wine Fridge	255
Total	<u>89,405</u>

The clubrooms were also repainted in 2023 and the floors of the clubrooms repolished in 2020.

##### Ten Year Strategic Plan

The members are about to consider a long term strategic plan that contains 4 major projects that will enhance our attraction to existing and new members

All 4 projects will require Cottesloe Council approval once members have approved the projects and funding is in place.

- (1) We intend re-purposing 2 hard courts to the west of our club rooms to include padel tennis that is sweeping the world for the past 10 years and is popular with players between 25 and 45, Currently there is over 25 million participants playing padel in 110 countries and it is taking off in Australia, The 4 padel courts will cater for some 400 players per week that will come from Cottesloe and nearby suburbs
- (2) We intend re-purposing our grass court bay 1 adjacent to Napier St into a lighted 5 court synthetic grass court bay to meet the demand for night tennis. This change will attract younger adults to play tennis after working hours and substantially contribute to using less water for grass court maintenance.
- (3) The increased number of members will require us to make changes to our club entry and build a new reception centre on the site of an old curators shed so we can cater for more members in a professional manner and provide a second viewing platform for major competition matches. It is likely we will engage a full time club manager to assist our volunteers with the additional responsibilities of a larger club.
- (4) Our longer term project is to make changes to our existing club rooms to create a new social hub that will attract families who would like to spend time at the club without playing tennis. Our younger members (25 to 55) believe that Cottesloe Tennis Club can create a social hub for safe entertainment on Thursday to Saturday nights with some changes to our current facilities. The changes to the club rooms will also allow us to make the re-vamped layout to cater for more use by local community based organisations.

All these projects will cost money and cannot be implemented all at once. Provided our members agree, we are planning to introduce padel in the immediate future that will create a new source of income to our current operations. Once we have planned the implementation timetable for all four projects it is likely to span some 10 years to completion and debt repayment will go well beyond the 10 years as was the case with the court expansion that was completed in 2017 and the final debt instalment will be paid off this year, some 8 years after the courts were completed.

### Cottesloe Tennis Club – Lease Renewal

To be able to complete our strategic plan we require a 15 year lease to be able to plan the implementation and financing of the 4 projects

#### **Membership**

The bulk of our income is currently derived from membership. The success and sustainability of our strong membership is driven by our excellent coaching services that caters for all ages. In particular, our junior coaching clinics attracts children from the age of 5 upwards and develops tennis skills that will benefit the club as adults. We have over 30 junior pennant teams that provide sustainable growth for our 60 adult pennant teams which ensures the club will have strong membership growth into the future.

Additionally we host free introductory tennis sessions to attract new adult members. These are in various forms including at our regular Saturday Social Tennis, our Sunday lunchtime sessions which has been targeting a younger age group through a social media campaign as well as a Monday night Social session targeting those not able to play on weekends..

#### **Financial:**

As per our 30 June accounts at Annexure two, the Club is in a healthy financial position.

Over the longer term, as shown below, we have generated small but consistent profits (after depreciation), which have enabled us to invest in capital projects which tend to be larger and lumpier in nature. Over the below timeframe we have also been repaying the \$320,000 loan from the Town with the balance standing at \$88k, and due to be fully repaid by 30 June 2026.

Year ended	30-Jun-24	30-Jun-23	30-Jun-22	30-Jun-21	30-Jun-20
Net Profit	25,008	24,856	17,815	25,783	24,541

We trust that this information is helpful and please contact us if you need any further information.

To meet our preferred timetable for completing the lease negotiations we are available any time commencing 10th July to conclude negotiations, if possible by the end of August 2025

Yours Faithfully



Robert Wilde

President Cottesloe Tennis Club

Cottesloe Tennis Club – Lease Renewal

## Cottesloe Tennis Club – Lease Renewal

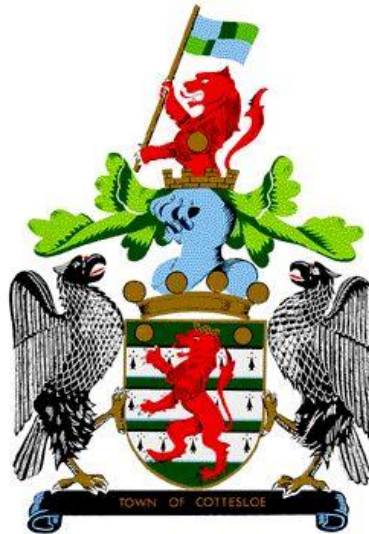
## Annexure One

Item	Description	Current Lease	Proposed Lease
	Parties	Town of Cottesloe - Lessor Cottesloe Tennis Club (Inc) - Lessee	As per current lease
Schedule as per current lease			
1	Land and Premises	As per Annexure B – Revised Plan of Premises as attached to the Deed of Variation of Lease – Reserve 3235 dated 20 June 2016 (attached)	As per the Deed of Variation
2	Term	21 years expiring 30 June 2026	15 years and expiring 30 June 2041
<p>In our meeting of 12 April 2024, the Town expressed the position that a 10 year lease was more in keeping with the length of lease that the Town offers its lessees and it was important to be consistent. Consistency is important - if all other factors are the same - but that is not the case here and consistency for consistency sake is not a particularly commercial position to take, and as per the Rugby Club submission for a 5 year renewal, we note the Officers comments that "one size fits all is not possible". The lease for the tennis club is different to the lease for either the rugby or golf club, or commercial premises within the Town.</p> <p>Our facilities have been well maintained over the longer term, and other than the projects currently under consideration, we are now completely constrained and unable to expand our court numbers any further other than re-purposing current courts to increase utilisation for day and night tennis.</p> <p>As described earlier in this submission, our strategic plan being considered by our members will require 10 years to complete implementation and a further 5 years for debt repayment which will require a 15 year lease to cover the strategic plan period. If there are reasons other than consistency, we are happy to further discuss the Term.</p>			
3	Commencement Date	1 July 2005	Commencing 1 July 2026
4	Public Liability Insurance	\$10m	\$20m
5	Permitted Purpose	Tennis courts and club house	As per current lease
6	Additional terms, covenants and conditions	<p>The Lessee covenants and agrees with the Lessor:</p> <ul style="list-style-type: none"> <li>(a) To permit residents of the Town of Cottesloe to use the tennis courts on the premises at the times, and subject to the payment of the fees, that are approved by the Lessor from time to time; and</li> <li>(b) To publicly display the terms and conditions of such use in an adequate manner on the Premises.</li> </ul>	<p>The Lessee covenants and agrees with the Lessor:</p> <ul style="list-style-type: none"> <li>(a) To permit residents of the Town of Cottesloe to use the tennis courts on the premises at the times, and subject to the payment of the fees, that are approved by the Lessor from time to time; and</li> <li>(b) To publicly display the terms and conditions of such use in an adequate manner on the Lessee's website and Premises.</li> </ul>

## Cottesloe Tennis Club – Lease Renewal

7	Reporting Requirements	Nil	If so requested by the Lessor, provide to the Lessor the Lessee's Annual Financial Report. (2024 Report is attached for your reference as Annexure 2).
Other Matters			
Clause per Current lease			
5	No Rent	No rent is payable under this Lease	As per current lease
6 (a)	Outgoings	Lessee to pay all Outgoings with Lessor providing Lessee a rebate of 80% of any Council rates	As per current lease
6 (c)	Legal Costs of Lease Preparation (by the Lessor's Solicitor)	Lease preparation costs paid by the Lessee	As per current lease, subject to a Fee Proposal being provided to and accepted by the Lessee
8	Insurance	Maintain Public Liability and reimburse Lessor for Building Insurances	As per current lease
11	Maintenance	Lessee is responsible for maintaining the premises at its cost in good condition.	As per current lease

# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.7C:  
FINANCIAL STATEMENTS TO 30 JUNE 2024 - CTC**

Cottesloe Tennis Club – Lease Renewal

**Annexure 2** – Cottesloe Tennis Club Financial report to Members 30 June 2024



**Financial Report to the Members**

**Year ended 30 June 2024**

**COTTESLOE TENNIS CLUB Inc**

ABN 16 431 532 101

**Profit & Loss Statement for year ended 30 June 2024**

	30-Jun-24	30-Jun-23
<b>Income</b>		
Bar	80,661	72,467
Coaching Rental	20,600	19,250
Court Hire Manual	462	6,454
Court Hire Book a Court	29,100	18,564
Court Hire Groups	48,538	39,406
Merchandise	137	(171)
Fundraising	44	140
Grants	-	-
Hall Hire	-	364
Interest	18,671	4,782
Pennant Fees Weekend	3,314	2,060
Pennant Fees Juniors	6,536	4,855
Pennant Fees Midweek	6,450	5,009
Sponsorship	32,000	30,600
Social Events	202	537
Subscriptions	251,638	232,371
Tournaments	4,808	-
Visitors Fees	155	568
<b>Total Income</b>	<b>503,311</b>	<b>437,254</b>
<b>Expenses</b>		
Administration Costs	3,942	1,063
Advertising & Signage	3,163	2,898
Balls	4,076	5,732
Bar Supplies & expenses	48,081	40,700
Bank Fees	1,162	1,123
Clubhouse Cleaning	22,772	10,999
Clubhouse Maintenance	4,904	9,342
Clubhouse /Kitchen Supplies	5,388	7,000
Depreciation	88,492	83,665
Entertainment/Public Relations	4,744	3,203
Gas/Electricity	8,130	7,855
Grasscourts Contract Labour	113,401	107,771
Grasscourts Materials/Court Maint	37,808	33,795
Grass & Hard court - nets	1,055	1,575
Hardcourts Maintenance	12,925	1,135
Insurance	6,332	5,689
Interest Incurred	2,622	3,529
Internet Expenses	910	693
Junior Club	2,180	1,714
Licences	325	315
Landscaping	6,273	9,919
Loan Guarantee fee	660	893
Rates	2,379	2,702
Repairs/Maintenance	1,543	2,018
Rubbish Collection	5,026	3,181

## COTTESLOE TENNIS CLUB Inc

ABN 16 431 532 101

## Profit &amp; Loss Statement for year ended 30 June 2024

	30-Jun-24	30-Jun-23
State Grade	25,782	17,813
Sundry	0	255
Superannuation	1,581	0
Tennis West - Affiliation Fees	11,470	10,730
Tennis West - Pennant Fees	16,095	13,150
Telephone	321	0
Tournaments	4,433	1,383
Social Sets Operators	5,468	5,645
Subcontractor - Admin	2,600	7,800
Subcontractor - Kitchen	2,916	2,530
Subcontractor - Bar	1,500	1,500
Water	3,470	3,084
Wages	14,372	0
<b>Total Expenses</b>	<b>478,303</b>	<b>412,398</b>
<b>Net Profit/(Loss) per accounts</b>	<b>25,008</b>	<b>24,856</b>
<b>Cashflow Analysis</b>		
Net Profit / (Loss)	\$ 25,008	\$ 24,856
Add Back Depreciation	88,492	83,665
Less Loan Repayments	(34,138)	(33,231)
<b>Available Operating Cashflow</b>	<b>\$ 79,362</b>	<b>\$ 75,290</b>
less Capital expenditure	\$ 73,357	\$ 89,405
<b>equals Change in Cash and Working Capital</b>	<b>\$6,005</b>	<b>(\$14,114)</b>

**COTTESLOE TENNIS CLUB Inc**

ABN 16 431 532 101

**Balance Sheet as at 30 June 2024**

	30-Jun-24	30-Jun-23
<b>Assets</b>		
<b>Current Assets</b>		
National Bank a/c	34,854	15,912
Term Deposits	420,000	370,000
Cash & Cash Equivalents	454,854	385,912
Stock on hand	4,146	3,666
Supplier Deposits	594	32,134
Accounts Receivable	-	7,571
	4,740	43,370
<b>Floats</b>		
Float - Bar	-	300
Float - Midweek	-	50
Total Floats	-	350
<b>Total Current Assets</b>	<b>459,594</b>	<b>429,633</b>
<b>Fixed Assets</b>		
Clubhouse	550,641	550,641
Clubhouse - renovation	25,636	25,636
Accumulated Depreciation	(484,219)	(451,915)
	92,059	124,363
Plant, Nets, Furn, Equipment	146,004	138,380
Accumulated Depreciation	(123,059)	(116,128)
	22,945	22,251
Hardcourts	190,609	190,609
Accumulated Depreciation	(190,609)	(190,609)
	-	-
Fences and improvements	253,891	188,158
Accumulated Depreciation	(166,257)	(160,487)
	87,634	27,671
Pump Replacement	35,246	35,246
Accumulated Depreciation	(22,441)	(20,091)
	12,805	15,154
Court Expansion Project	640,818	640,818
Accumulated Depreciation	(211,805)	(183,761)
	429,013	457,056
Hard Court Upgrade	108,365	108,365
Accumulated Depreciation	(41,950)	(32,473)
	66,414	75,892
Groundsman Shed	62,324	62,324
Accumulated Depreciation	(19,361)	(16,244)
	42,964	46,080
<b>Total Depreciable Assets</b>	<b>753,833</b>	<b>768,968</b>
<b>Total Fixed Assets</b>	<b>753,833</b>	<b>768,968</b>

**COTTESLOE TENNIS CLUB Inc**  
**ABN 16 431 532 101**  
**Balance Sheet as at 30 June 2024**

	<u>30-Jun-24</u>	<u>30-Jun-23</u>
<b>Total Assets</b>	<b>1,213,427</b>	<b>1,198,600</b>
<b>Current Liabilities</b>		
GST Liabilities	(1,558)	(5,721)
Accounts Payable	<u>25,862</u>	<u>6,069</u>
<b>Total Current Liabilities</b>	<b>24,305</b>	<b>348</b>
<b>Long Term Liabilities</b>		
Loan - Court Expansion	<u>71,096</u>	<u>105,234</u>
<b>Total Long Term Liabilities</b>	<b>71,096</b>	<b>105,234</b>
<b>Total Liabilities</b>	<b>95,400</b>	<b>105,582</b>
<b>Net Assets</b>	<u><b>1,118,027</b></u>	<u><b>1,093,019</b></u>
<b>Equity - Members funds</b>		
Retained Earnings	1,093,019	1,068,162
Current Year Earnings	<u>25,008</u>	<u>24,856</u>
<b>Total Equity</b>	<u><b>1,118,027</b></u>	<u><b>1,093,019</b></u>

**COTTESLOE TENNIS CLUB Inc**  
**ABN 16 431 532 101**

**Statement of Significant Accounting Policies**

This financial report is a special purpose financial report prepared for use by members of the club. The Treasurer has determined that the club is not a reporting entity.

The financial report has been prepared in accordance with the requirements of the following Australian Accounting Standards:

• AASB 1033: Materiality

No other applicable Australian Accounting Standards, Australian Accounting interpretations or other authoritative pronouncements of the Australian Accounting Standards Board have been applied.

The financial report is also prepared on an accruals basis and is based on historic costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following specific accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this report:

**Investments**

Investments are brought to account at cost or director's valuation, the dividends and interest are brought to account when received.

**Goods and Service Tax (GST)**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Tax Office. In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of the liability of the expense. Liabilities and payables in the balance sheet are shown inclusive of GST.

**Inventories**

Inventories are measured at the lower of cost and net realisable value.

**COTTESLOE TENNIS CLUB Inc**  
**ABN 16 431 532 101**

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**Fixed Assets**

Leasehold improvements and office equipment are carried at cost less, where applicable, any accumulated depreciation.

The depreciable amount of all fixed assets, excluding freehold land, is depreciated over the asset's useful life to the Club commencing from the time the asset is held ready for use. Leasehold improvements, other than the Court Expansion Project costs, are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

**Court Expansion Project**

The Court Expansion Project (CEP) to develop 6 new hard courts and 3 additional grasscourts commenced in the last quarter of FY 2016 and was completed in the 2017 financial year.

Funding for the project has been provided by the 10 year, fixed interest loan repayable, in 6 monthly payments, to the Town of Cottesloe. The interest rate is 2.71% plus a variable guarantee fee of 0.6%.

The total cost of the project was \$629,136. The assets are being depreciated over useful lives of between 7 and 40 years dependant on the type of the asset. The annual depreciation charge is \$27,246.

The Club's lease with the Town of Cottesloe expires 30 June 2026, and as such had only 9 years to run. If the Leasehold improvements relating to the CEP were to be depreciated over just that term to run on the lease, there would have been an extra charge of depreciation in each of the 9 years though to 30 June 2026 of \$37,837pa.

This would therefore assume that the Club would be wound up on 30 June 2026 and that the assets would have no value. As the Club has been operating in this location as a Tennis Club since 1903, it is fair to assume it will continue past 2026, and on that basis the assets have been depreciated over the longer period of their actual useful life as opposed to the unexpired term of the property lease.

**COTTESLOE TENNIS CLUB Inc**  
ABN 16 431 532 101

**Declaration by Office Bearers**

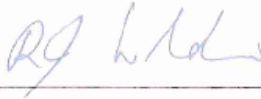
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The Finance Director and President of the Cottesloe Tennis Club declare that:

- a) the financial statements and notes present fairly the Club's financial position as at 30 June 2024 and its performance for the year ended on that date in accordance with the accounting policies described in the note to the financial statements; and
- b) in their opinion there are reasonable grounds to believe that the Club will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Management Committee.

President :  
Rob Wilde



Finance Director :  
Richard Atkins



Dated : 31 August 2024

### **Independent Review Report to the Members of Cottesloe Tennis Club (Incorporated)**

I have reviewed the attached special purpose financial report of the Cottesloe Tennis Club (Inc.) for the financial year ended 30 June 2024. Under the Associations Incorporation Act 2015 (WA) the Cottesloe Tennis Club (Inc.) is a Tier 2 Association and its report is required to be reviewed. A review is not an audit.

The Club's committee is responsible for the preparation of the annual financial report that gives a true and fair view in accordance with Australian Accounting Standards and with the Associations Incorporation Act 2015 (WA).

My responsibility is to express a conclusion on the financial report based on my review. I conducted my review in accordance with Auditing Standard on Review Engagements ASRE 2400. A review is less in scope than an audit and consequently does not enable me to obtain assurance that I would become aware of all significant matters that might be identified in an audit. Accordingly, I do not express an audit opinion.

In conducting my review, I have complied with the independence requirements of the Australian professional accounting bodies.

Based on my review, which is not an audit, nothing has come to my attention that causes me to believe that the financial report of the Cottesloe Tennis Club (Inc.) for the year ended 30 June 2024 does not present fairly, in all material respects, the Club's financial position as at 30 June 2024 and its financial performance and its cash flows for the year ended on that date in accordance with Australian Accounting Standards and the Associations Incorporation Act 2015 (WA).

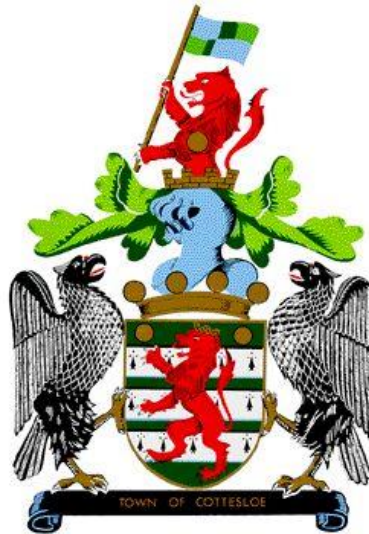


Ken Gotfried FCA

Chartered Accountant

31 August 2024

# **TOWN OF COTTESLOE**



## **ORDINARY COUNCIL MEETING**

# **ATTACHMENT**

**ITEM 10.1.8A:  
COUNCIL COMMITTEE AND WORKING GROUP  
CHARTERS AND TERMS OF REFERENCE - AUGUST  
2025**

# Charter – Active Transport Working Group



This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Active Transport Working Group, established by Council.

## 1. Name

The name of this Group is 'Town of Cottesloe Active Transport Working Group'. All references to 'Group' in this charter mean 'Town of Cottesloe Active Transport Working Group'.

## 2. Establishment

This Group is established by Council to provide advice and feedback to the Council itself. It is not a "committee" for the purposes of section 5.8 of the Local Government Act 1995.

## 3. Purpose

To increase active transport within the Town by providing access to appropriate infrastructure and activities.

## 4. Terms of Reference

To advise Council on the infrastructure and policy requirements to increase active transport within the Town.

## 5. Membership

Membership of this Group will generally comprise of:

- Three Town of Cottesloe Elected Members; and
- Up to four community representatives,

however Council will appoint members at its sole discretion.

Vacancies for the community representatives will generally 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 Group is disbanded or the next Ordinary Council Election, which ever happens first. Nothing prevents an existing member re-nominating.

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of representation on the Group, the Group is disbanded or Council resolves to amend the representation on the Group.

## CHARTER – ACTIVE TRANSPORT WORKING GROUP

**6. Meetings****6.1 Annual General Meeting**

Nil

**6.2 Group Meetings**

Meetings shall generally be held every two months, unless a special meeting of the Group is called for a specified purpose. The time and place of the meeting is to be agreed by the Group.

**6.3 Quorum**

As the group has no delegated authority, there is no requirement for a quorum to be present. However, it is generally accepted that fifty percent of appointment members should be present to endorse the Minutes of a previous meeting.

**6.4 Voting**

As this group has no delegated authority, any recommendation or comment provided shall require the support of 50% of the members present.

**6.5 Minutes**

The Town's administration will provide a record of each meeting to the next ordinary meeting of the group. These records may be used by Council when considering recommendations forwarded to Council for consideration.

**6.6 Who acts if the presiding member is unavailable**

In the event the presiding member (and deputy presiding member) of the group is unable to attend a meeting, a ballot shall be called by the most senior staff member present for a chair for that meeting.

**6.7 Meetings**

Meetings will not ordinarily be open to the public to attend and participate in. The group, can however, request a public meeting if they believe it will assist in their work.

**6.8 Public Question Time**

As the Group has no delegated powers (section 5.24 of the Act), there is no specific provision for public question time.

**6.9 Members' Conduct**

Council Members of the Group 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 Group, at all times.

**CHARTER – ACTIVE TRANSPORT WORKING GROUP****6.10 Secretary**

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

- Attend and note the issues and ideas put forward.
- Provide the administrative support required to present the outcomes of the meeting to Council for consideration where required.

**6.11 Presiding Member**

The members (voting) will elect a presiding member (and deputy presiding 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.

**6.12 Meeting attendance fees**

Nil

**7. Delegated Authority**

This Group has no delegated authority.

**8. Endorsement**

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

# Charter – Audit Committee



This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Audit 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 Committee'. All references to 'Committee' in this charter mean 'Town of Cottesloe Audit 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 Audit 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 section 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 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 section 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 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* section 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.*

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 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.

**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.

## Charter – Coastal Hazard Risk Management and Adaptation Plan Steering Committee



This Charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Coastal Hazard Risk Management and Adaptation Plan (CHRMAP), as a Steering Committee, established by Council, pursuant to Section 5.8 of the *Local Government Act 1995* (the Act).

### 1. Name

The name of the Committee is "Coastal Hazard Risk Management and Adaptation Plan (CHRMAP) Steering Committee". All references to "Committee" in this charter mean "CHRMAP".

### 2. Establishment

This Committee is established under Schedule 3 of the Western Australian Planning Commission Coastal Management Plan Assistance Program Funding Agreement.

### 3. Guiding Principles

This Committee is established with its guiding principles in accordance with the Schedule 3 of the Western Australian Planning Commission Coastal Management Plan Assistance Program Funding Agreement.

### 4. Purpose

The role of the Steering Committee is to provide technical coastal and planning to the Town of Cottesloe and ensure the project progresses in line with milestone reports and progress reports. The purpose of the CHRMAP is to provide strategic guidance on coordinated, integrated and sustainable management of coastal hazard through erosion and storm surge inundation.

### 5. Terms of Reference

The Steering Committee is to provide guidance, oversight and make recommendations to Council where required including but not limited to:

- a. Scope of works and its timely progress for the duration of the CHRMAP development;
- b. Provide advice relating to the engagement of consultants required to complete the CHRMAP development;
- c. Contributing towards the methodology development to achieve each milestone ;
- d. Peer review CHRMAP development deliverables including the Community and Stakeholder Engagement Plan, progressive CHRMAP chapter reports together with the draft and final CHRMAP;
- e. Community Consultation initiatives to seek community feedback on the draft CHRMAP before the strategy is adopted by Council.

**CHARTER – CHRMAP STEERING COMMITTEE**

To achieve the above the Committee will have due regards to:

- a. Current Town of Cottesloe Local Laws and policies including State Government Guidelines in relation to the development of a CHRMAP;
- b. Understanding of coastal features, processes and hazards within the study area;
- c. Identify significant vulnerability trigger points and respective timeframes for the relevant sediment cells to mark the need for immediate or medium-term risk management measures;
- d. Identify assets (natural and man-made) and the services and functions they provide situated in the coastal zone;
- e. Understanding of assets vulnerability
- f. Identify the value of the assets that are vulnerable to adverse impacts from coastal hazards;
- g. Determine the consequence and likelihood of coastal hazards on the assets, and assign a level of risk;
- h. Identify possible (effective) risk management measures (or 'actions') and how these can be incorporated into short and longer-term decision-making;
- i. Engagement with stakeholders and the community in the planning and decision-making process.

**6. Membership**

The State Government's membership requirement for this Committee will generally comprise of:

- One Community Representative (minimum);
- The Chief Executive Officer (CEO) of the Town of Cottesloe (or delegate);
- The Director of Engineering Services of the Town of Cottesloe (or delegate);
- The Coordinator of Environmental Projects;
- The Director of Development and Regulatory Services of the Town of Cottesloe (or delegate);
- Two (2) Senior Planning Officer from Department of Planning, Lands and Heritage;
- The Coastal Engineer from the Department of Transport;
- The Engineering Consultant;

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of representation on the Committee, the Committee is disbanded or Council resolves to amend the representation on the Committee.

**7. Meetings****7.1 Annual General Meeting**

**CHARTER – CHRMAP STEERING COMMITTEE**

Nil

**7.2 Committee Meetings**

Meetings shall be held on an as required basis to ensure the project progresses in a timely fashion.

**7.3 Quorum**

The quorum for any meeting of this Committee shall be 50 percent of the members listed in section 6 at the time of the meeting.

**7.4 Voting**

There is no requirement to vote and the Administration will consider the advice provided by the steering committee when making any recommendations to Council.

**7.5 Minutes**

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

**7.6 Who acts if the presiding member is unavailable**

The Coordinator of Environmental Projects is the chair of the committee

**7.7 Meetings**

As there is no delegated authority, this meeting will be closed to the public

**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.

**7.9 Members' Conduct**

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 2021*;
- Town of Cottesloe Elected Members, Committee Members and Candidates Code of Conduct 2021;
- *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**

Not Applicable

## CHARTER – CHRMAP STEERING COMMITTEE

**7.12 Meeting attendance fees**

Nil

**7.13 Duration of Committee**

The duration of committee, unless extended by Council Resolution, is until 31 December 2023. At the last meeting of the Committee, prior to its termination, Committee members will be provide feedback to the Administration on the effectiveness of the Committee, information received and considered, and Committee meeting process, in order to look for improvements to be implemented for other and future Council Committees.

**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 .

## Town of Cottesloe Design Review Panel Terms of Reference

### The role of design review in the planning system

Integrating design review into the planning system is a key component of the implementation and operation of State Planning Policy 7.0 Design of the Built Environment, as well as the State's 'Better Places and Spaces: a policy for the built environment in Western Australia' (adopted 2013).

Good design should be indivisible from good planning if better buildings and places are to result.

State Planning Policy 7.0 Design of the Built Environment includes performance-based design principles, which provide a guide to achieving good design, and the means for evaluating the merit of proposed solutions through design review, which uses professionals with appropriate levels of design expertise.

Performance-based design principles identify the objectives to be met without prescribing how to achieve them. Design review is an essential component of this approach, as qualitative assessment is required to determine whether the required performance outcomes have been achieved in a given proposal.

This approach provides flexibility for developers to deliver improved project and site-specific outcomes as well as benefits for the broader community. It provides latitude for skilled and experienced designers to pursue innovative solutions. It also offers the opportunity for efficiency, allowing for solutions to be considered collaboratively, and generally enabling a smoother determination phase following the submission of an application. Skilled and experienced designers, working collaboratively with expert reviewers, typically require fewer design reviews.

### 10 principles of effective design review

For design review to be effective, it must be resourced appropriately and conducted in a manner that is fair, robust and credible. The following 'best practice' principles of design review should be used to guide the review process and set an appropriately high standard of conduct from panel members.

Design review should be:

**Independent** - It is conducted by people who are not connected with the proposal's promoters and decision-makers and ensures that conflicts of interest do not arise.

**Expert** - It is carried out by suitably trained people who are experienced in design and know how to critique constructively. Review is usually most respected when it is carried out by professional peers of the project designers, because their standing and expertise will be acknowledged.

**Multi-disciplinary** - It combines the different perspectives of architects, urban designers, planners, landscape architects, engineers and other specialist experts to provide a complete, rounded assessment.

**Accountable** - The Design Review Panel, and the advice that it provides to the local government (or other approval authority) must be clearly seen to work for the benefit of the community.

**Transparent** - The Design Review Panel's remit, membership, governance processes and funding should always be in the public domain.

**Proportionate** - It is used on projects whose significance (either at local or State level) warrants the investment needed to provide the service.

**Timely** - It takes place as early as possible in the design process, because this can avoid a great deal of wasted time. It also costs less to make changes at an early stage.

**Advisory** - The Design Review Panel does not make decisions, but it offers impartial advice that informs recommendations to the people who do.

**Objective** - It appraises proposals according to measures that are reasoned and objective, rather than the stylistic tastes of individual panel members.

**Accessible** - The recommendations arising from design review are clearly expressed in terms that design

teams, decision-makers and the community can all understand and make use of.

### **Role description**

The role of a Design Review Panel (DRP) is to provide independent, impartial, expert design advice:

- to proponents and local government officers on the design quality of proposals
- to decision-makers (State and local governments, Development Assessment Panels, the State Administrative Tribunal) on eligible development applications or other proposals
- to local governments, where requested, on strategic policy, master plans, precinct plans, local development plans, structure plans, activity centre plans, local planning schemes and amendments or other matters

Reviews will be undertaken in accordance with the model process outlined in the State's ***Design WA: Design Review Guide***.

The 10 Design Principles from the State Planning Policy 7.0 Design of the Built Environment will be used as the basis for design review.

### **Status of advice**

Design Review Panels are advisory only and do not have a decision-making function. The panel advises on the design quality of proposals with reference to design principles (from SPP7.0, refer to Part 4) and supporting State Planning Policies, as well as local planning schemes and policies. Decision-makers shall have due regard to the design review advice and recommendations in their deliberations.

For continuity between design review and local government and Development Assessment Panel assessment procedures, the Design Review Panel Chair may be requested to brief decision makers either through preparation of a briefing note or attendance at a meeting. Where a matter is referred to the State Administrative Tribunal for review, the panel Chair may also be required by the Tribunal to attend proceedings.

### **Governance**

The Design Review Panel is an independent, advisory panel funded by the local government.

The local government will be responsible for the establishment, operation and management of the DRP. Dedicated DRP support will exist within the local government for this purpose.

### **Panel management and support**

The local government will provide panel support to manage the scheduling, preparation, coordination, reporting and monitoring of Design Review Panel meetings.

Panel support will provide notice of the agenda and meeting times. To enable preparation by panel members, relevant material will be issued to the panel a week prior to the design review meeting.

DRP meetings will be held at the local government civic centre.

DRP support will issue reporting to proponents within 10 working days of the meeting.

### **Membership**

Local governments should ensure that the panel includes members with expertise in one or more of the following disciplines:

- Architecture (essential)
- Landscape architecture (essential)
- Urban design (essential)
- Heritage
- Sustainability and environmental design
- Services engineering
- Accessibility

- Transport planning
- Planning
- Public art
- Civil and/or structural engineering

While local knowledge is useful, a balance between locals and expertise from outside the local government area should be sought in order to optimise the range and calibre of skills available. All Design Review Panel members should be eligible for registration and maintain good standing with their respective professional bodies.

To be independent and apolitical, the local government should not appoint decision-makers, its own elected members or officers to its Design Review Panel. However, key local government planning (and other) officers should participate in all design reviews in an advisory capacity and to provide administrative and governance support.

### Proposals for review

Proposals eligible for design review should include:

- proposals that are significant because of their size or the uses they support
- proposals that are significant because of their site or location
- proposals that are significant because of their community impact

The Design Review Panel is to provide impartial architectural and design advice on:

- proposals including a building that is three storeys or greater in height (above natural ground level)
- proposals with [LG to nominate] or more multiple dwellings (apartments)
- proposals of [LG to nominate] or more grouped dwellings
- proposals that meet the mandatory requirement to be determined by the Joint Development Assessment Panel
- any other proposal referred to the panel by the Director of Planning
- any relevant scheme amendment, activity centre plan, structure plan, policy, precinct plan, local development plan or design guidelines referred by the Director of Planning

Please refer to the **Design WA: Design Review Guide** (7.5 Design review threshold table) for additional guidance on the sorts of proposals recommended for review by a Design Review Panel.

### Timing and number of reviews

The number of reviews needed will vary depending on the complexity of a proposal; however three reviews are typically needed for the process to be effective.

Design reviews should occur before a development application is submitted. It is strongly recommended that the first design review takes place during the **concept design stage** to ensure that proponents can take advantage of the advice offered at a time where the design is flexible enough to accommodate change without impacting on time and cost constraints. A subsequent review should typically occur at a stage when the design has been further progressed. Depending on the outcome of the initial meeting, this review session will typically occur during **design development** or prior to the proposal being submitted for development approval (**Pre-DA stage**).

At **building permit stage** (after development approval) it is suggested that a check takes place by the Design Review Panel Chair or delegate, to ensure that the design quality of the proposal is consistent with the approved development application and any relevant conditions related to design quality.

### SPP7.0 Design Principles

State Planning Policy 7.0 Design of the Built Environment (SPP7.0) outlines a set of performance-based design principles. These principles establish a broad definition of 'good design' and form the basis of design review consideration.

#### Context and character

Good design responds to and enhances the distinctive characteristics of a local area, contributing to a sense of place.

**Landscape quality** - Good design recognises that together landscape and buildings operate as an integrated and sustainable system, within a broader ecological context.

**Built form and scale** - Good design ensures that the massing and height of development is appropriate to its setting and successfully negotiates between existing built form and the intended future character of the local area.

**Functionality and build quality** - Good design meets the needs of users efficiently and effectively, balancing functional requirements to perform well and deliver optimum benefit over the full life-cycle.

**Sustainability** - Good design optimises the sustainability of the built environment, delivering positive environmental, social and economic outcomes.

**Amenity** - Good design provides successful places that offer a variety of uses and activities while optimising internal and external amenity for occupants, visitors and neighbours, providing environments that are comfortable, productive and healthy.

**Legibility** - Good design results in buildings and places that are legible, with clear connections and easily identifiable elements to help people find their way around.

**Safety** - Good design optimises safety and security, minimising the risk of personal harm and supporting safe behaviour and use.

**Community** - Good design responds to local community needs as well as the wider social context, providing environments that support a diverse range of people and facilitate social interaction.

**Aesthetics** - Good design is the product of a skilled, judicious design process that results in attractive and inviting buildings and places that engage the senses.

Refer to Design WA State Planning Policy 7.0 Design of the Built Environment for the Design Principles in full.

### Design Review Panel appointment

Suitable candidates will be recruited through an appointment process, which includes:

- public advertising seeking formal Expressions of Interest (EOI)
- consideration of EOIs by an appropriate selection panel
- an interview process, if required, to confirm appropriate design review expertise
- a report with recommendation/s for appointment presented to the Chief Executive Officer

Following completion of the selection process, all details of the appointment will be confirmed in writing and a member induction will be scheduled.

The term of office for a panel member shall be two years and run concurrently with the Council election cycle. Council may appoint a pool of suitable persons to serve on the Panel however each Design Review Panel meeting shall comprise a maximum of six members.

A person who is currently employed by, or who is an elected member of the local government, is not eligible for appointment as a member of the panel. All panel appointments are endorsed by Council.

## Panel roles and responsibilities

All panel members are required to:

- provide independent, fair and reasonable professional advice relative to the SPP7.0 Design Principles and relevant State and local policies and schemes
- treat all discussions and information about applications with sensitivity and confidentiality
- respond to and comment on material presented, providing clear and constructive feedback
- disclose any actual or perceived conflicts of interest in writing for the record. Where an interest exists, the member must:
  - disclose the interest to the Chair as soon as possible, and before the meeting to ensure there is a quorum for all items
  - if the interest is a pecuniary interest, the member must not take part in the consideration or discussion of the matter

All disclosures of interest will be recorded in the panel meeting notes.

### Panel Chair

The panel Chair is primarily tasked with running panel meetings and is responsible for:

- liaising with the nominated local government officer about the operation of the panel including advice regarding additional briefing material or requirements
- ensuring new members have been inducted and are briefed about panel operations,
- ensuring that the meeting agenda is followed
- welcoming and introducing the panel, proponents and any observers present in the meeting
- facilitating interactive discussion and participation of all Design Review Panel members, key local government attendees and proponents, enabling solutions to be brokered collaboratively
- ensuring that discussions remain focussed on the application being considered and that advice relates to matters covered by the SPP7.0 Design Principles, relevant State and local policies and schemes
- ensuring consistency of panel advice between reviews
- summarising the consensus view of the panel at the conclusion of the meeting
- endorsing the final design review report or meeting minutes post meeting
- briefing decision-makers on panel advice when required

### Remuneration

Members will receive standard professional rates up to a maximum of three hours review time, plus one hour of preparation.

The Chair will receive an above-standard fee due to the additional responsibility of the role, plus preparation, time spent advising and editing reporting as needed, and time spent on additional briefings.

Where a member of the panel is requested to appear on the local government's behalf as an expert witness at the State Administrative Tribunal, the member is to be paid at a mutually agreed hourly rate consistent with the qualifications, experience and professional status of the member.

## Meeting procedures

### Quorum and attendance

The local government will issue notice of a Design Review Panel meeting to all appointed panel members.

It is recommended that all members review the proposed agenda and advise the local government as soon as possible of:

- (a) their ability to attend the meeting
- (b) any interest to be declared in any matter listed on the agenda.

A Design Review Panel meeting may not proceed unless a quorum comprising a minimum of four members is present. If a quorum cannot be achieved for all or part of the meeting, the local government will contact suitable members from the pool in accordance with the procedure adopted by that local government for those circumstances. If a quorum cannot be achieved, the meeting cannot proceed and should be re-scheduled.

It is important to optimise the consistency of the panel and advice particularly across subsequent reviews for the same proposal. The local government may replace panel members who are regularly unavailable for meetings.

#### **Observers**

Design review meetings should be closed to members of the public as information discussed can be commercially confidential. Persons who may later be required to consider and determine an application that is undergoing design review should not attend panel meetings in order to preserve the transparency and integrity of the planning decision making process.

Local governments are encouraged to allow planning and other officers to attend review sessions as observers, as it can offer valuable training on design quality considerations, familiarity with the design review process and an understanding of how it can benefit a range of projects.

#### **Site inspection**

Panel members should be familiar with each site on the agenda prior to the meeting. A site visit may be arranged if considered necessary by the local government or panel Chair.

#### **Panel member preparation**

Where an application has already been submitted prior to referral to the panel, an initial officer assessment will be undertaken, the results of which will be provided to the panel as part of the agenda preparation process.

It is expected that panel members will familiarise themselves with all information provided prior to the meeting and prepare comments in advance, to enable effective use of session time. If additional information is required prior to the meeting, a request should be submitted to the local government in accordance with the procedures advised during the induction.

#### **Frequency of meetings**

Meetings will generally be held on quarterly/monthly/fortnightly, but can be scheduled at the any time in response to urgent matters. Advice of a scheduled meeting, the agenda and information associated with each proposal shall be provided to panel members one week prior to the intended meeting date.

#### **Agenda**

The agenda for each meeting (along with submitted drawings and other relevant documentation) will be circulated to all panel members and meeting attendees at least one week prior to the meeting.

Meeting agendas should not exceed three hours.

#### **Code of Conduct**

All panel members are required to abide by the local government's Code of Conduct.

# Charter – Foreshore Precinct Advisory Committee



This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Foreshore Precinct Advisory Committee, established by Council pursuant to Section 5.8 of the *Local Government Act 1995* (the Act).

## 1. Name

The name of this Committee is 'Town of Cottesloe Foreshore Precinct Advisory Committee'. All references to 'Committee' in this charter mean 'Town of Cottesloe Foreshore Precinct Advisory Committee'.

## 2. Establishment

This Committee is established under the provisions of the *Local Government Act 1995*, particularly section 5.8 of the Act.

## 3. Guiding Principles

This Committee is established with its guiding principles in accordance with the *Local Government Act 1995*, sections 5.8 to 5.25.

## 4. Purpose

The purpose of this Committee is to consider improvements to the Central Foreshore Zone and make recommendations to Council on the improvement of public infrastructure in the Central Foreshore Zone.

## 5. Terms of Reference

- a. To advise Council and make recommendations on improvements to the Central Foreshore Zone;
- b. To advise Council and make recommendations on any plans or designs for public infrastructure in the Central Foreshore Zone;
- c. To advise Council and make recommendations on town planning or other design matters that will have an impact on the public infrastructure in the Central Foreshore Zone; and
- d. Make recommendations to Council on matters relevant to the Committee.

## 6. Membership

Membership of this Committee will generally comprise of:

- Five Town of Cottesloe Elected Members; and
- Four 'expert' Community Representatives (appointed by Council).

Community representatives are required to have experience and expertise in areas and disciplines that will assist the Committee in carrying out its purpose.

## CHARTER – FORESHORE PRECINCT ADVISORY 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.

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of representation on the Committee, the Committee is disbanded or Council resolves to amend the representation on the Committee.

### 7. Meetings

#### 7.1 Annual General Meeting

Nil

#### 7.2 Committee Meetings

Meetings shall be held not more frequently than every month, 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* section 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*

## CHARTER – FORESHORE PRECINCT ADVISORY COMMITTEE

- 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.*

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.

### 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.

### 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

## CHARTER – FORESHORE PRECINCT ADVISORY COMMITTEE

**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.

# Charter – Public Open Space Working Group



This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Town of Cottesloe Public Open Space Working Group, established by Council.

## 1. Name

The name of this Group is 'Town of Cottesloe Public Open Space Working Group'. All references to 'Group' in this charter mean 'Town of Cottesloe Public Open Space Working Group'.

## 2. Establishment

This Group is formed by Council to provide advice and feedback to the Council itself. It is not a "Committee" for the purposes of the *Local Government Act 1995*, particularly section 5.8 of the Act.

## 3. Purpose

The purpose of this Committee is to consider improvements to all public open space outside of the Central Foreshore Precinct and the SVG/Field Recreation Precinct provided by the Town which will enhance their use and enjoyment by the community.

## 4. Terms of Reference

- a. To advise Council on infrastructure and policy requirements to improve all public open space provided by the Town (outside the Central Foreshore Precinct and the SVG/Field Recreation Precinct); and
- b. Make recommendations to Council on matters relevant to the Committee.

## 5. Membership

Membership of this Committee will generally comprise of:

- Three Town of Cottesloe Elected Members;
- One Coastcare representative; and
- Up to two community representatives

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 – TOWN OF COTTESLOE PUBLIC OPEN SPACE WORKING GROUP**

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of representation on the Committee, the Committee is disbanded or Council resolves to amend the representation on the Committee.

**6. Meetings****6.1 Annual General Meeting**

Nil

**6.2 Committee Meetings**

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

**6.3 Quorum**

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

**6.4 Voting**

As this Group has no delegated authority, any recommendation or comment provided shall require the support of 50% of the members present at that meeting.

**6.5 Minutes**

The Town's Administration will provide a record of each meeting to the next ordinary meeting of the Group. These records may be used by Council when considering recommendations forwarded to Council for consideration.

**6.6 Who acts if the presiding member is unavailable**

In the event the presiding member is not available to attend a meeting, a ballot will be called by the most senior staff member present for a chair for that meeting.

**6.7 Meetings**

Meetings will not ordinarily be open to the public to attend and/or participate in. The Group however may request a public meeting if they believe it will assist them in their work.

**6.8 Public Question Time**

As the Group has no delegated powers (section 5.24 of the Act), there is no specific provision for public question time.

**6.9 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*,

**CHARTER – TOWN OF COTTESLOE PUBLIC OPEN SPACE WORKING GROUP**

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.

**6.10 Secretary**

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

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

**6.11 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.

**6.12 Meeting attendance fees**

Nil

**7. Delegated Authority**

This committee has no delegated authority.

**8. Endorsement**

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

# Terms of Reference – Reconciliation Action Working Group



The Town of Cottesloe *acknowledges* the Whadjuk Nyoongar people as the traditional custodians of the lands and waters where the Town is situated. We pay our respects to their Elders past, present and emerging.

This Terms of Reference document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Reconciliation Action Working Group.

## 1. Name

The name of this Working Group is the 'Reconciliation Action Working Group'. All references to 'Group' in this terms of reference mean 'Reconciliation Action Working Group'.

## 2. Establishment

This Group is established by Council to provide advice and feedback to the Council itself. It is not a "committee" for the purposes of section 5.8 of the Local Government Act 1995.

## 3. Purpose

The purpose of this Group is to guide and assist the Town of Cottesloe in the development and implementation of Reconciliation Action Plans (RAP) in consultation with Reconciliation Australia..

## 4. Terms of Reference

- a. To advise Council on the development and implementation of the Town's RAPs.
- b. To assist Council to prioritise the most important issues regarding Reconciliation.
- c. To improve communication and relationships between the Town and Aboriginal and Torres Strait Islander communities.
- d. To develop a culturally aware and supportive workplace to enable all employees to thrive.

## 5. Membership

The Group shall consist of:

- Three (3) Elected Members (including the Mayor or Deputy Mayor)
- Town of Cottesloe CEO or nominated Director
- Up to five (5) community members including Aboriginal and Torres Strait Islander Community Members (to be invited by way of public advertisement).

**TERMS OF REFERENCE – RECONCILIATION ACTION WORKING GROUP**

Vacancies for the community representatives may be advertised in the local paper and must be advertised on the Town of Cottesloe webpage, in the Town's eNewsletter and notice boards. Council will then select and appoint new members.

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

**6. Meetings****6.1 Annual General Meeting**

Nil

**6.2 Group Meetings**

Meetings shall generally be held every quarter, unless a special meeting of the group is called for a specified purpose. The time and place of the meeting is to be agreed by the Group.

**6.3 Quorum**

As this Group has no delegated authority, there is no requirement for a quorum to be present. However, it is generally accepted that fifty percent of appointed members and two Elected Members should be present to endorse the Minutes of a previous meeting.

**6.4 Voting**

As this Group has no delegated authority, any recommendation or comment provided shall require the support of 50% of the members present.

**6.5 Minutes**

The Town's administration will provide a record of each meeting to the next ordinary meeting of the group. These records may be used by Council when considering recommendations forwarded to Council for consideration.

**6.6 Who acts if the presiding member is unavailable**

In the event the presiding member (and deputy presiding member) of the group is unable to attend a meeting, a ballot shall be called by the most senior staff member present for a chair for that meeting.

**6.7 Meetings**

Meetings will not ordinarily be open to the public to attend and participate in. The group, can however, request a public meeting if they believe it will assist in their work.

**6.8 Public Question Time**

As the working group has no delegated powers (section 5.24 of the Act), there is no specific provision for public question time.

## TERMS OF REFERENCE – RECONCILIATION ACTION WORKING GROUP

**6.9 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.

**6.10 Secretary**

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

- Attend and note the issues and ideas put forward.
- Provide the administrative support required to present the outcomes of the meeting to Council for consideration where required.

**6.11 Presiding Member**

The members (voting) will elect a presiding member (and deputy presiding 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.

**6.12 Meeting attendance fees**

Nil

**7. Delegated Authority**

This Group has no delegated authority.

**8. Endorsement**

This Terms of Reference was adopted by the Town of Cottesloe Council at its meeting on Tuesday, 28 February 2023.

# Charter – Task Force on Residential and Recreational Verge Uses



This Charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Task Force on Residential and Recreational Verge Uses, as an Advisory Committee, established by Council, pursuant to Section 5.8 of the *Local Government Act 1995* (the Act).

## 1. Name

The name of the Committee is “Task Force on Residential and Recreational Verge Uses”. All references to ‘Committee’ in this charter mean “Task Force on Residential and Recreational Verge Uses”.

## 2. Establishment

This Committee is established under the provisions of section 5.8 of the Local Government Act 1995.

## 3. Guiding Principles

This Committee is established with its guiding principles in accordance with the *Local Government Act 1995*, sections 5.8 to 5.25.

## 4. Purpose

The purpose of this Committee is to assist the Town of Cottesloe Council in developing either a new or revision of an existing policy to provide an approval and management solution relating to the installation of recreational play equipment and other infrastructure by adjacent landowners and residents on land that the Town has care, control and maintenance for (Council controlled verges).

## 5. Terms of Reference

- a. The types of recreational equipment that can be permitted to be installed on Council controlled verges, with or without approval, inclusive of, but not limited to, size, scale, access, and impact on neighbourhood amenity;
- b. The minimum requirements and standards for approving recreational equipment installed on Council controlled verges;
- c. The initial assessment framework and annual review process of approved recreational equipment installed on Council controlled verges; and
- d. Creating and/or amending current Town of Cottesloe Local Laws, policies and guidelines in relation to recreational equipment on Council controlled verges;
- e. The level of risk and liability acceptable with regards to recreational equipment installed on Council controlled verges;
- f. Community Consultation initiatives to seek community feedback with regards to the above.

**CHARTER – Task Force on Residential and RecreationalVerge Uses**

To achieve the above the Committee will have due regards to:

- a. Current Town of Cottesloe Local Laws, policies and guidelines in relation to recreational equipment installed on Council controlled verges;
- b. Risk assessments of currently installed recreational equipment installed on Council controlled verges;
- c. Current insurance options available to mitigate risk and/or liability of the Town of Cottesloe;
- d. Current strategies, local laws, policies and guidelines implemented by other Metropolitan Local Governments in relation to recreational equipment on Local Government controlled verges;
- e. Legal and related professional advice;

Previous documented concerns raised by Elected Members and Residents;

**6. Membership**

Membership of this Committee will generally comprise of:

- Three (3) Town of Cottesloe Elected Members; and
- **Three (3) Cottesloe Community members appointed by the Council.**

Ex-Official Membership of Committee with no voting rights will comprise of:

- The Chief Executive Officer (CEO) of the Town of Cottesloe (or delegate)
- The Director of Engineering Services of the Town of Cottesloe (or delegate)
- The Director of Development and Regulatory Services of the Town of Cottesloe (or delegate)
- A Representative from Kidsafe WA
- A Representative from the Western Australian Local Government Association (WALGA)
- A Representative from Local Government Insurance Services (LGIS)

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of representation on the Committee, the Committee is disbanded or Council resolves to amend the representation on the Committee.

**7. Meetings****7.1 Annual General Meeting**

Nil

**7.2 Committee Meetings**

Meetings shall be held not more frequently than every month, 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 the voting members appointed by Council and no less than two (2) Town of Cottesloe Elected Members present at the time of the meeting.

**CHARTER – Task Force on Residential and RecreationalVerge Uses****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.

**7.6 Who acts if the presiding member is unavailable**

Shall be in accordance with section 5.14 of the Act.

**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.

**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 2021*;
- Town of Cottesloe Elected Members, Committee Members and Candidates Code of Conduct 2021;
- *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. Only a Town of Cottesloe Elected Member may be elected as a presiding member.

**CHARTER – Task Force on Residential and RecreationalVerge Uses****7.12 Meeting attendance fees**

Nil

**7.13 Duration of Committee**

The duration of committee, unless extended by Council Resolution, is until 31 December 2021.

At the last meeting of the Committee, prior to its termination, Committee members will be provide feedback to the Administration on the effectiveness of the Committee, information received and considered, and Committee meeting process, in order to look for improvements to be implemented for other and future Council Committees.

**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 .

# Charter – Universal Access and Inclusion Community Reference Group



This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Universal Access and Inclusion Community Reference Group, established by Council.

## 1. Name

The name of this Group is 'Town of Cottesloe Universal Access and Inclusion Community Reference Group'. All references to 'Group' in this charter mean 'Town of Cottesloe Universal Access and Inclusion Community Reference Group'.

## 2. Establishment

This Group is NOT a committee formed under the provisions of the Local Government Act 1995.

## 3. Purpose

The purpose of this Committee is to improve universal access across the Town, by working with Council and the Town's Administration to provide ideas and feedback on infrastructure and programs provided within the Town of Cottesloe.

## 4. Terms of Reference

- a. To put forward ideas and raise issues with a view to improving universal access across the Town.
- b. Make recommendations to Council on matters relevant to the Group.

## 5. Membership

Membership of this Committee will generally comprise of:

- One Town of Cottesloe Elected Member
- One Disability Services Commission representative
- One SHINE Community Services representative
- One Lady Lawley Cottage representative
- Up to four Community representatives

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 – UNIVERSAL ACCESS AND INCLUSION COMMUNITY REFERENCE GROUP**

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of representation on the Committee, the Committee is disbanded or Council resolves to amend the representation on the Committee.

**6. Meetings****6.1 Annual General Meeting**

Nil

**6.2 Committee Meetings**

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

**6.3 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.

**6.4 Voting**

Any vote required will be undertaken by a simple show of hands.

**6.5 Minutes**

The Town's Administration will provide a record of each meeting to the next ordinary meeting of the Group. These records may be used by Council when considering recommendations forwarded to Council for consideration.

**6.6 Who acts if the presiding member is unavailable**

In the event the presiding member of the Group is unable to attend a meeting, a ballot shall be called by the most senior staff member present for a chair for that meeting.

**6.7 Meetings**

Meetings shall be generally open to the public.

**6.8 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.

**6.9 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.

**CHARTER – UNIVERSAL ACCESS AND INCLUSION COMMUNITY REFERENCE GROUP**

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.

**6.10 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 a record of each meeting
- Provide the administrative support required to present the outcomes of the meeting to Council for consideration where required.

**6.11 Presiding Member**

The Presiding Member shall be appointed by Council.

**6.12 Meeting attendance fees**

Nil

**7. Delegated Authority**

This committee has no delegated authority.

**8. Endorsement**

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

## Sea View Golf Club Redevelopment Advisory Committee Terms of Reference



This Terms of Reference document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe, as an Advisory Committee, established by Council, pursuant to Section 5.8 of the *Local Government Act 1995* (the Act).

### 1. Name

The name of the Committee is “Sea View Golf Club (SVGC) Redevelopment Advisory Committee”. All references to ‘Committee’ in this document shall mean “SVGC Redevelopment Advisory Committee”.

### 2. Establishment

This Committee is established under the provisions of the Local Government Act 1995, particularly section 5.8 of the Act.

### 3. Guiding Principles

This Committee is established with its guiding principles in accordance with the Local Government Act 1995, sections 5.8 to 5.25.

### 4. Purpose

The role of the Committee is to consider the SVGC Rooms Redevelopment in line with the April 2024 Council adopted guiding strategy and make recommendations to Council to progress the 5 stages within the strategy.

### 5. Terms of Reference

The Committee is to provide guidance, oversight and make recommendations to Council where required including but not limited to:

- a. To advise Council and make recommendations on the SVGC Redevelopment;
- b. To advise Council and make recommendations on any plans or designs pertaining to the redevelopment; and
- c. Make recommendations to Council on matters relevant to the Committee.

## TERMS OF REFERENCE – SEAVIEW GOLF CLUB REDEVELOPMENT ADVISORY COMMITTEE

**6. Membership**

The membership requirements for this Committee will generally comprise of:

- Four (4) Elected Members; and
- Two (2) Sea View Golf Club Members (Non-employee)
- One (1) Sea View Golf Club Deputy Member (Non-employee)

Ex-Officio Membership of Committee with no voting rights will comprise of:

- The Chief Executive Officer (CEO) of the Town of Cottesloe (or delegate);
- The Director of Engineering Services of the Town of Cottesloe (or delegate);
- The Director of Development and Regulatory Services of the Town of Cottesloe (or delegate)

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of representation on the Committee, the Committee is disbanded or Council resolves to amend the representation on the Committee.

**7. Meetings****7.1 Annual General Meeting**

Nil

**7.2 Committee Meetings**

Meetings shall be held on an as required basis to ensure the project progresses in a timely fashion.

**7.3 Quorum**

The quorum for any meeting of this Committee shall be three (3) elected members listed in section 6 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 section 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
- (d (a)) 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

**TERMS OF REFERENCE – SEAVIEW GOLF CLUB REDEVELOPMENT ADVISORY COMMITTEE**

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.

**7.6 Who acts if the presiding member is unavailable**

Shall be in accordance with section 5.14 of the Act.

**7.7 Meetings**

As there is no delegated authority, this meeting will be closed to the public

**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.

**7.9 Members' Conduct**

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 2021*;
- Town of Cottesloe Elected Members, Committee Members and Candidates Code of Conduct 2021;
- *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 Terms of Reference was endorsed by the Town of Cottesloe Council at its meeting on 23 July 2024.

# Charter – North Cottesloe Primary School Traffic Safety Advisory Committee



This charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe North Cottesloe Primary School Traffic Safety Advisory Committee, established by Council pursuant to Section 5.8 of the *Local Government Act 1995* (the Act).

## 1. Name

The name of this Committee is 'North Cottesloe Primary School Traffic Safety Advisory Committee'. All references to 'Committee' in this charter mean 'North Cottesloe Primary School Traffic Safety Advisory Committee'.

## 2. Establishment

This Committee is established under the provisions of the *Local Government Act 1995*, particularly section 5.8 of the Act.

## 3. Guiding Principles

This Committee is established with its guiding principles in accordance with the *Local Government Act 1995*, sections 5.8 to 5.25.

## 4. Purpose

The purpose of this Committee is to improve traffic and safety issues at North Cottesloe Primary School, as they relate to infrastructure and services provided by the Town.

## 5. Terms of Reference

- a. To advise Council and make recommendations on improvements to infrastructure associated with North Cottesloe Primary School; and
- b. Make recommendations to Council on matters relevant to the Committee.

## 6. Membership

Membership of this Committee will comprise of:

- Four Town of Cottesloe Elected Members
- The North Cottesloe Primary School Principal (or their delegate)
- A representative of the North Cottesloe Primary School P&C
- A representative of the North Cottesloe Primary School Board

Organisations that provide representatives are free to select and endorse their representative as per their governing rules and processes. Council will endorse each organisation which provides a representative following each Ordinary Council Election. Organisations will be able to be represented until they write to the Town formally requesting to be relieved of

representation on the Committee, the Committee is disbanded or Council resolves to amend the representation on the Committee.

## **7. Meetings**

### **7.1 Annual General Meeting**

Nil

### **7.2 Committee Meetings**

Meetings shall be held not more frequently than every month, 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* section 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.*

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.

**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.

**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.