

TOWN OF COTTESLOE



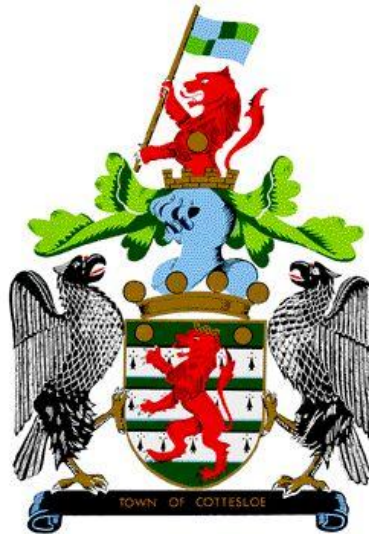
ATTACHMENTS

ORDINARY COUNCIL MEETING – 28 JULY 2026

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TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.1A: MONTHLY PAYMENT LISTING - JUNE 2026



109 Broome Street, Cottesloe WA 6011

PO Box 606, Cottesloe WA 6911

Telephone: 08 9285 5000

ABN 19 824 630 520

Email: town@cottesloe.wa.gov.au Web: www.cottesloe.wa.gov.au

Office Hours: 8:30am to 4:30pm Monday to Friday

List of Monthly Payments

01 June 2026 to 30 June 2026

Date	Creditor Name	Invoice Description	Inclusive Amount
05-06-2026	A Plus Training Solutions Pty Ltd	Training course	\$ 375.00
05-06-2026	AAAC Towing Pty Ltd	Vehicle towing services	\$ 273.90
24-06-2026	AAAC Towing Pty Ltd	Vehicle towing services	\$ 306.13
12-06-2026	Aerometrex Limited	Subscription fees	\$ 11,000.00
12-06-2026	Alsco Pty Ltd	Hygiene services	\$ 961.17
24-06-2026	AMS Technology Group Pty Ltd	Air Conditioning maintenance services	\$ 1,567.50
12-06-2026	Apac Aid Incorporated	Supply plants	\$ 3,947.41
12-06-2026	Arbor Carbon	Environmental management consultancy services	\$ 12,644.50
05-06-2026	Australasian Events Pty Ltd	Event security services	\$ 877.27
12-06-2026	Australia Post	Daily mail delivery and collection services, and reply paid annual fee	\$ 142.53
24-06-2026	Australia Post	Daily mail delivery and collection services	\$ 2,692.55
12-06-2026	Australian Institute Of Management	Training course	\$ 1,739.00
12-06-2026	B Waddell Consulting Engineers Pty Ltd	Structural inspection services	\$ 1,815.00
24-06-2026	Barrett, K	Elected Members sitting fees and communications allowance	\$ 4,489.25
05-06-2026	Beacon Equipment	Supply outdoor power equipment	\$ 359.00
05-06-2026	Blackwood & Sons	Supply tyre and degreaser cleaning agent	\$ 579.26
12-06-2026	Bob Jane T-Mart	Tyre replacement services	\$ 1,275.00
05-06-2026	Boulter, S	Nomination deposit refund	\$ 100.00
05-06-2026	Bristow, A	Overpayment refund	\$ 342.68
05-06-2026	Briteshine Cleaning & Maintenance Services Pty Ltd	Cleaning services	\$ 19,309.05
12-06-2026	Briteshine Cleaning & Maintenance Services Pty Ltd	Cleaning services	\$ 17,939.00
24-06-2026	Briteshine Cleaning & Maintenance Services Pty Ltd	Supply public facility consumables	\$ 3,667.40
12-06-2026	Bug Busters	Pest treatment services	\$ 198.00
24-06-2026	Bulbeck, M	Elected Members sitting fees and communications allowance	\$ 4,489.25
12-06-2026	Bunnings Group Ltd	Hardware, gardening tools and fertilisers	\$ 1,880.40
24-06-2026	Bunnings Group Ltd	Gardening supplies	\$ 428.17
12-06-2026	Central Regional TAFE	Training course	\$ 442.80
05-06-2026	Chau, A	Event bond refund	\$ 1,000.00
24-06-2026	Christopher Kent Consulting Pty Ltd	Consultancy services	\$ 15,400.00
24-06-2026	Chubb Fire & Security Pty Ltd	Fire safety services	\$ 1,520.36
24-06-2026	Colleagues Nagels Pty Ltd	Printing services	\$ 349.99
05-06-2026	Corsign WA Pty Ltd	Signage services	\$ 425.70
24-06-2026	Corsign WA Pty Ltd	Signage services	\$ 97.90
12-06-2026	Cottesloe Surf Life Saving Club Inc	First aid support services and Youth Citizen of the Year Award 2026	\$ 3,375.00
05-06-2026	Cottesloe Surf Veterans (Inc)	Catering services	\$ 600.00
05-06-2026	Datacom Solutions (AU) Pty Ltd	ERP consultancy services	\$ 16,807.91

Date	Creditor Name	Invoice Description	Inclusive Amount
12-06-2026	Datacom Solutions (AU) Pty Ltd	ERP consultancy services	\$ 1,694.89
12-06-2026	David Gray & Co Pty Ltd	Supply bins	\$ 728.53
24-06-2026	De Freitas, S	Reimbursement: Tertiary fees	\$ 6,120.00
05-06-2026	Department Of Fire & Emergency Services	Third party collections of Emergency Services Levies	\$ 204,546.25
24-06-2026	Department Of Local Government, Industry Regulation And Safety	Third party collections of Building Services Levies	\$ 11,451.02
03-06-2026	Department of Planning, Lands and Heritage	DAP Fee	\$ 10,620.00
12-06-2026	Department Of Transport	Disclosure of information fees	\$ 8,445.60
24-06-2026	Department Of Transport	Disclosure of information fees	\$ 2,473.50
05-06-2026	DFS Industrial & Environmental Services Pty Ltd	Street sweeping and industrial services	\$ 4,653.00
12-06-2026	DFS Industrial & Environmental Services Pty Ltd	Street sweeping services	\$ 8,800.00
05-06-2026	Diamond Hire	Cherry picker hire	\$ 704.00
24-06-2026	Diamond Hire	Cherry picker hire	\$ 330.00
05-06-2026	Don Russell Holdings Pty Ltd	Overpayment refund	\$ 1,451.02
05-06-2026	Dou He Han Pty Ltd	Flyer delivery services	\$ 540.00
05-06-2026	E Group Holdings Pty Ltd	Fire systems repair services	\$ 264.00
24-06-2026	E Group Holdings Pty Ltd	Fire detection systems routine maintenance and install smoke detectors	\$ 518.65
12-06-2026	Eco Shark Barrier Pty Ltd	Removal of shark barrier - April 2026	\$ 66,000.00
24-06-2026	Edge Transport Solutions Pty Ltd	Road safety inspection services	\$ 3,135.00
24-06-2026	EG Productions Pty Limited	Event bond refund - Partial	\$ 18,306.00
24-06-2026	Electricity Generation And Retail Corporation	Electricity costs	\$ 18,594.09
24-06-2026	Fernandez, Valentine	Infrastructure bond refund	\$ 1,500.00
05-06-2026	Ford, A	Event bond refund	\$ 500.00
05-06-2026	Galvins Plumbing Supplies	Supply plumbing materials	\$ 492.80
12-06-2026	Galvins Plumbing Supplies	Supply plumbing materials	\$ 1,154.74
05-06-2026	Gas Assets Pty Ltd	Turf maintenance services	\$ 550.00
05-06-2026	GPC Asia Pacific Pty Ltd	Supply vehicle parts	\$ 98.00
24-06-2026	GPC Asia Pacific Pty Ltd	Supply vehicle consumables	\$ 322.18
24-06-2026	Grech Nossiter Family Trust	Consultancy services	\$ 14,212.00
05-06-2026	Green Skills Inc	Watering and herbicide spraying services	\$ 6,332.84
12-06-2026	Green Skills Inc	Herbicide spraying services	\$ 3,557.73
12-06-2026	Greenshed Pty Limited	Turf maintenance services	\$ 3,245.00
24-06-2026	Greenshed Pty Limited	Turf maintenance services	\$ 4,620.00
24-06-2026	Harkins, M	Elected Members sitting fees and communications allowance	\$ 13,972.50
05-06-2026	Hays Specialist Recruitment (Australia) Pty Limited	Temporary staff	\$ 2,175.18
12-06-2026	Hays Specialist Recruitment (Australia) Pty Limited	Temporary staff	\$ 2,315.92
24-06-2026	Hays Specialist Recruitment (Australia) Pty Limited	Temporary staff	\$ 2,143.20
24-06-2026	Heath, S	Elected Members sitting fees and communications allowance	\$ 6,300.50
05-06-2026	Helene Pty Ltd	Temporary staff	\$ 2,558.82
12-06-2026	Helene Pty Ltd	Temporary staff	\$ 3,326.47
24-06-2026	Helene Pty Ltd	Temporary staff	\$ 7,517.07
05-06-2026	Heritage Way Pty Ltd	Supply plants	\$ 2,810.76
12-06-2026	Heritage Way Pty Ltd	Supply plants	\$ 517.66
05-06-2026	Hitech Security (WA) Pty Ltd	Security services	\$ 187.00
24-06-2026	Hitech Security (WA) Pty Ltd	Security services	\$ 324.50
24-06-2026	Ho, V	Event bond refund	\$ 2,000.00
05-06-2026	Integrated Management Consultants Pty Ltd	Vehicle servicing - Ute	\$ 668.00
24-06-2026	Integrated Management Consultants Pty Ltd	Vehicle Service - SUV	\$ 383.00
05-06-2026	IPN Medical Centres Pty Ltd	Pre-employment medical	\$ 220.00

Date	Creditor Name	Invoice Description	Inclusive Amount
12-06-2026	IPN Medical Centres Pty Ltd	Pre-employment medical	\$ 220.00
24-06-2026	IPN Medical Centres Pty Ltd	Pre-employment medical	\$ 165.00
12-06-2026	Iron Mountain Australia Group Pty Ltd	Secured destruction bins service	\$ 74.38
24-06-2026	Irvine, J	Elected Members sitting fees and communications allowance	\$ 4,489.25
05-06-2026	Jones, T	Refund credit balance on property settlement	\$ 490.48
05-06-2026	K&S Restorations Pty Ltd	Construction repair services	\$ 13,046.00
12-06-2026	K&S Restorations Pty Ltd	Construction repair services	\$ 33,456.50
05-06-2026	K.S White & H.D White	Gutter cleaning services	\$ 2,893.00
24-06-2026	Kan, S	Reimbursement: Membership fees	\$ 919.00
05-06-2026	Kennedy's (Australasia) Partnership	Legal services	\$ 4,437.95
24-06-2026	Kercheval Engineering Australia Pty Ltd	Project consultancy services	\$ 25,395.48
24-06-2026	Kuditj Pty Ltd	Catering services	\$ 1,178.10
12-06-2026	L G Software Solutions Pty Ltd	Training services	\$ 2,310.00
12-06-2026	Landgate - VGO	Gross rental valuations	\$ 938.94
24-06-2026	Lock, Stock & Farrell Locksmith Pty Ltd	Supply building security hardware	\$ 700.00
24-06-2026	LPD Group Pty Ltd	Consultancy services	\$ 3,107.53
05-06-2026	Mackie Plumbing And Gas Pty Ltd	Plumbing services	\$ 2,662.96
12-06-2026	Mahjae Pty Ltd	Grant writing service	\$ 8,094.02
24-06-2026	Main Roads Western Australia	Traffic control signs and line markings	\$ 6,340.27
24-06-2026	Mallon, P	Refund credit balance on property settlement	\$ 643.05
05-06-2026	Managed IT Pty Ltd	IT services and licences	\$ 36,373.25
12-06-2026	Managed IT Pty Ltd	IT services and licences	\$ 15,643.75
24-06-2026	Managed IT Pty Ltd	IT services and licences	\$ 48,779.95
05-06-2026	Mcleods Lawyers Pty Ltd	Legal services	\$ 6,240.52
12-06-2026	Mcleods Lawyers Pty Ltd	Legal services	\$ 5,051.42
24-06-2026	Mcleods Lawyers Pty Ltd	Legal services	\$ 8,512.46
05-06-2026	Michael Page International (Australia) Pty. Limited	Temporary staff	\$ 5,785.77
12-06-2026	Miraplex Group Pty Ltd	Building construction consultancy services	\$ 4,485.12
24-06-2026	Moore Australia Audit (WA)	Financial workshops - staff training	\$ 3,355.00
12-06-2026	Mosman Park Men's Community Shed Inc	Carpentry services	\$ 220.00
12-06-2026	My Business App Pty Ltd	Consultation services	\$ 363.00
05-06-2026	Native Spirit Nursery WA Pty Ltd	Plants supply	\$ 2,821.50
24-06-2026	Natural Area Holdings Pty Ltd	Planting services	\$ 1,712.70
24-06-2026	Newman, M	Reimbursement: Meeting expenses	\$ 26.00
05-06-2026	Nu-Trac Rural Contracting	Beach cleaning services	\$ 14,644.66
12-06-2026	Nu-Trac Rural Contracting	Beach cleaning services	\$ 12,397.00
12-06-2026	Objective Corporation Limited	Subscription fees	\$ 6,890.12
05-06-2026	O'Brien Harrop Access Pty Ltd	Disability access consultancy services	\$ 1,650.00
12-06-2026	Omnicom Media Group Australia Pty Ltd	Advertising services	\$ 673.55
24-06-2026	Omnicom Media Group Australia Pty Ltd	Advertising services	\$ 3,993.00
05-06-2026	Oncall Plumbing & Gas Pty Ltd	Plumbing services	\$ 2,145.00
12-06-2026	Oncall Plumbing & Gas Pty Ltd	Plumbing services	\$ 1,980.00
05-06-2026	Paperbark Technologies Pty Ltd	Arborist services	\$ 550.00
12-06-2026	Paperbark Technologies Pty Ltd	Arborist services	\$ 1,100.00
05-06-2026	Party Higher Pty Ltd	Silent disco service	\$ 3,454.00
05-06-2026	PASES Aqua Pty Ltd	Supply algae control solutions	\$ 120.00
05-06-2026	Perth Irrigation Centre	Supply irrigation parts for maintenance	\$ 92.20
05-06-2026	Perth Pest Control Pty Ltd	Pest control services	\$ 1,920.00

Date	Creditor Name	Invoice Description	Inclusive Amount
05-06-2026	Pilkington, J	Reimbursement - Catering services	\$ 131.60
05-06-2026	Positively Green Pty Ltd	Turf maintenance services	\$ 1,672.00
12-06-2026	Pretzos Holdings Pty Ltd	Plant power equipment service	\$ 243.95
24-06-2026	Pretzos Holdings Pty Ltd	Bobcat service and repair beach buggy	\$ 2,496.00
05-06-2026	PRW Contracting Pty Ltd	Asphalt and kerbing services	\$ 2,090.00
05-06-2026	Quadient Finance Australia Pty Ltd	Folding machine hire	\$ 411.40
24-06-2026	Quadient Finance Australia Pty Ltd	Folding machine hire	\$ 411.40
12-06-2026	Quito Pty Ltd Atf Quito Unit Trust	Supply trees	\$ 3,031.49
24-06-2026	Quito Pty Ltd Atf Quito Unit Trust	Planting services	\$ 2,882.08
05-06-2026	Relationships Australia Western Australia Incorporated	Counselling services	\$ 484.00
12-06-2026	Relationships Australia Western Australia Incorporated	Counselling services	\$ 968.00
24-06-2026	Relationships Australia Western Australia Incorporated	Counselling services	\$ 242.00
12-06-2026	Roads 2000 Pty Ltd	Road resurfacing - Marine Parade	\$ 769,406.89
05-06-2026	S & K Duff Holdings Pty Ltd	Training course - multiple staff	\$ 4,195.80
12-06-2026	S & K Duff Holdings Pty Ltd	Training course - multiple staff	\$ 1,797.60
24-06-2026	Sadler, H	Elected Members sitting fees and communications allowance	\$ 4,489.25
05-06-2026	SAI Global Australia Pty Ltd	Subscription fees	\$ 182.24
24-06-2026	SAI Global Australia Pty Ltd	Subscription fees	\$ 186.46
12-06-2026	Securex Pty Ltd	Security alarm monitoring services	\$ 171.60
24-06-2026	Seek Limited	Advertising services	\$ 1,562.00
05-06-2026	Shine, M	Native waterwise verge rebate	\$ 500.00
24-06-2026	Spacetoco Pty Ltd	Subscription Fees	\$ 1,980.00
05-06-2026	Specia, Quirino	Vehicle repair services - Bobcat	\$ 501.82
05-06-2026	Stone Supplies WA Pty Ltd	Supply limestone	\$ 96.90
24-06-2026	Stone Supplies WA Pty Ltd	Supply yellow sand	\$ 162.00
05-06-2026	Stratagreen	Gardening supplies	\$ 95.47
12-06-2026	Stratagreen	Gardening supplies	\$ 2,020.34
05-06-2026	Strategy 8 Pty Ltd	Photography services	\$ 480.00
12-06-2026	Tactile Group Pty Ltd	Tactile paver services	\$ 8,108.00
24-06-2026	Talis Consultants Pty Ltd	Project consultancy services	\$ 440.00
12-06-2026	Technology One Ltd	Subscription fees	\$ 4,459.10
24-06-2026	Technology One Ltd	Subscription fees	\$ 4,459.10
24-06-2026	Telstra Limited	Communication services	\$ 4,337.73
12-06-2026	The Fruit Box Group Pty Ltd	Catering supplies	\$ 613.56
24-06-2026	The Royal Life Saving Society WA Inc	Swimming pool barrier inspection services	\$ 7,840.80
05-06-2026	The Trustee For Betta Turf Trust	Supply turf	\$ 100.00
24-06-2026	The Trustee For Campbell Family Trust	Supply envelopes	\$ 649.00
05-06-2026	The Trustee For Jason Signmakers Unit Trust	Signage services	\$ 562.71
05-06-2026	The Trustee For MAJ Trust	Supply desk plates	\$ 85.80
05-06-2026	The Trustee For Major Motors Unit Trust	Vehicle service - Truck	\$ 403.70
12-06-2026	The Trustee For Major Motors Unit Trust	Supply vehicle parts	\$ 894.64
05-06-2026	The Trustee For Manoni Family Trust	Hire services	\$ 2,948.00
05-06-2026	The Trustee For Rico Family Trust	Waste collections services	\$ 93,258.87
12-06-2026	The Trustee For Rico Family Trust	Waste collections services	\$ 7,829.89
05-06-2026	The Trustee For The Maward Unit Trust	Signage services	\$ 280.00
12-06-2026	The Trustee For The Maward Unit Trust	Signage services	\$ 585.00
05-06-2026	The Trustee For WRS Trust	Supply bins	\$ 95.52
24-06-2026	Thomas, M	Elected Members sitting fees and communications allowance	\$ 4,489.25

Date	Creditor Name	Invoice Description	Inclusive Amount
05-06-2026	Tjhung, S	Event bond refund	\$ 2,000.00
05-06-2026	Tony Aveling & Associates Pty Ltd	Training courses - multiple staff	\$ 2,134.00
12-06-2026	Total Tools Commercial Pty Ltd	Supply power plant tools and battery	\$ 923.00
24-06-2026	Totally Workwear Fremantle	Ranger uniform	\$ 1,329.04
05-06-2026	Town Of Mosman Park	Marketing and communications support services	\$ 5,809.26
05-06-2026	T-Quip	Supply plant parts	\$ 79.40
12-06-2026	T-Quip	Supply plant parts	\$ 143.65
24-06-2026	T-Quip	Supply plant parts	\$ 193.30
05-06-2026	Trustee For Parakletos Family Trust	Supply plant parts	\$ 43.00
05-06-2026	Ultimo Catering & Events Pty Ltd	Catering services	\$ 901.85
12-06-2026	Ultimo Catering & Events Pty Ltd	Catering services	\$ 338.95
24-06-2026	Ultimo Catering & Events Pty Ltd	Catering services	\$ 878.90
05-06-2026	Valrose Pty Ltd	ERP Project management services	\$ 5,427.49
24-06-2026	Valrose Pty Ltd	ERP Project management services	\$ 6,105.92
12-06-2026	WA Treasury Corporation	Loan Repayment	\$ 18,380.13
12-06-2026	Water Corporation	Water use and services charges	\$ 108.08
05-06-2026	West Coast Shade Pty Ltd	Dismantle and pack shade sails	\$ 3,300.00
24-06-2026	West, K	Event management services	\$ 2,000.00
05-06-2026	Western Australian Local Government Assoc.	Training course	\$ 1,243.00
05-06-2026	Western Metropolitan Regional Council	Waste disposal charges	\$ 20,811.43
05-06-2026	Western Tree Surgeon Pty Ltd	Pruning and vegetation removal services	\$ 14,960.00
24-06-2026	Western Tree Surgeon Pty Ltd	Pruning and vegetation removal services	\$ 7,920.00
05-06-2026	Winc Australia Pty Limited	Office consumables	\$ 735.52
24-06-2026	Winc Australia Pty Limited	General stationery supplies	\$ 2,824.70
05-06-2026	Work Clobber	Supply uniform	\$ 1,043.50
12-06-2026	Work Clobber	Supply uniform	\$ 738.00
24-06-2026	Work Clobber	Supply uniform	\$ 305.75
24-06-2026	Wylynko, B	Elected Members sitting fees and communications allowance	\$ 4,489.25
24-06-2026	Young, L	Elected Members sitting fees and communications allowance	\$ 4,489.25
24-06-2026	Zipform Pty Ltd	Distribution services of rates notices	\$ 2,408.47
12-06-2026	Zircodata Pty Ltd	Records storage services	\$ 983.79
EFT & Cheques Total			\$1,947,722.97

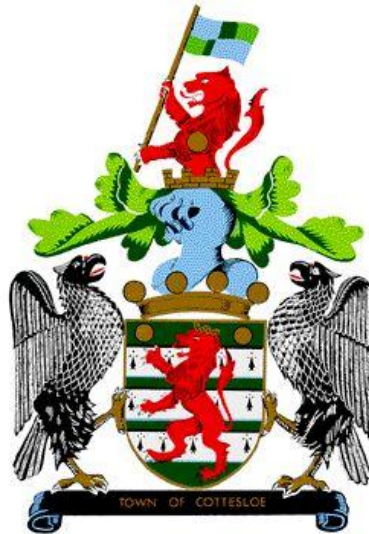
Credit Card Payments - May 2026			
Date	Cardholder	Invoice Description	Inclusive Amount
Director Corporate & Community Services			
03-06-2026	Adobe	Software licence charges	\$ 35.99
03-06-2026	Adobe	Software licence charges	\$ 89.98
03-06-2026	Adobe	Software licence charges	\$ 1,145.83
03-06-2026	Apac	Gift -Citizenship Ceremony 2026	\$ 85.34
03-06-2026	Canva	Software licence charges	\$ 164.99
03-06-2026	Hally's Lattes	Catering services - ANZAC Day	\$ 425.00
03-06-2026	Intuit Mailchimp	Software licence charges	\$ 86.37
03-06-2026	Perth Mint	Gift -Citizenship Ceremony 2026	\$ 191.40
03-06-2026	Post Office	Postal Fees	\$ 10.95
03-06-2026	Starlink	Internet services	\$ 139.00
03-06-2026	Woolworths	Catering Services	\$ 4.50
03-06-2026	Woolworths	Catering Services	\$ 13.70

Date	Creditor Name	Invoice Description	Inclusive Amount
03-06-2026	NAB	Card fee	\$ 9.00
03-06-2026	Director Engineering Services		
03-06-2026	Coles	Catering Supplies	\$ 51.95
03-06-2026	Harvey Norman	Kitchen Appliance	\$ 258.00
03-06-2026	Kelyn Training Services	Training Course	\$ 300.00
03-06-2026	Daimler Trucks perth	Vehicle Servicing	\$ 1,730.52
03-06-2026	Sparesbox	Safety Equipment	\$ 129.88
03-06-2026	OzWashroom	Dispensary Hardware	\$ 236.52
03-06-2026	Aust institute of Management	Training Course	\$ 1,614.00
03-06-2026	APACE	Workshop	\$ 600.00
03-06-2026	Landgate	Digital certificates	\$ 97.80
03-06-2026	Vinyl Wrapz	Graphic Installation	\$ 1,024.00
03-06-2026	Liscences4work	Training Course	\$ 604.09
03-06-2026	NAB	Card fee	\$ 9.00
03-06-2026	Executive Services Officer - Development & Regulatory Services		
03-06-2026	Woolworths	Catering Supplies	\$ 52.40
03-06-2026	IGA - Cottesloe	Catering Supplies	\$ 19.79
03-06-2026	The Coffee club	Meeting expenses	\$ 18.13
03-06-2026	Citiplace Parking	Parking Fees	\$ 21.20
03-06-2026	Citiplace Parking	Parking Fees	\$ 21.20
03-06-2026	NAB	Card fee	\$ 9.00
Credit Card Total			9,199.53

Shell Fuel card - May 2026			
Date	Viva Energy Australia Pty Ltd	Vehicle registration	Inclusive Amount
19-06-2026	Card number 11066560	Fuel purchases - 1GVU588	\$ 238.79
19-06-2026	Card number 11066565	Fuel purchases - 1H0H345	\$ 667.04
19-06-2026	Card number 11066571	Fuel purchases - 1HRH174	\$ 151.21
19-06-2026	Card number 11066576	Fuel purchases - 1HVS060	\$ 283.94
19-06-2026	Card number 11066580	Fuel purchases - 1HZM771	\$ 608.22
19-06-2026	Card number 11066562	Fuel purchases - 1ICU511	\$ 324.57
19-06-2026	Card number 11286265	Fuel purchases - 1ILH187	\$ 57.72
19-06-2026	Card number 11591684	Fuel purchases - 1IOM312	\$ 466.84
19-06-2026	Card number 11066574	Fuel purchases - 1IUZ072	\$ 126.78
19-06-2026	Card number 11075428	Fuel purchases - 1GIZ365	\$ 499.92
19-06-2026	Card number 11066559	Fuel purchases - 1GXJ065	\$ 437.15
19-06-2026	Card number 11075430	Fuel purchases - 1HIY954	\$ 197.20
19-06-2026	Card number 11102758	Fuel purchases - 1HRG905	\$ 485.51
19-06-2026	Card number 11066581	Fuel purchases - 1HTF613	\$ 292.95
19-06-2026	Card number 11075431	Fuel purchases - 1HWK612	\$ 517.89
19-06-2026	Card number 11066556	Fuel purchases - 1HWL927	\$ 525.40
19-06-2026	Card number 11075433	Fuel purchases - 1IGH329	\$ 482.89
19-06-2026	Card number 11252987	Fuel purchases - 1IKR539	\$ 99.99
19-06-2026	Card number 11480573	Fuel purchases - 1JPU312	\$ 308.02
19-06-2026	Card number 11651809	Fuel purchases - 1ITI031	\$ 248.41
19-06-2026	Card number 11879986	Fuel purchases - 1IYO501	\$ 87.76
19-06-2026	Card number 11719441	Fuel purchases - 1IVB729	\$ 394.62
19-06-2026	Card number 11066577	Fuel purchases - DIESEL	\$ 193.20

Date	Creditor Name	Invoice Description	Inclusive Amount
19-06-2026	Card number 11066569	Fuel purchases - PETROL	\$ 144.37
19-06-2026		Customer Price Adjustment	-\$ 16.57
Fuel Card Total			\$ 7,823.82
Other Payments (including Direct Debits)			
Date	Creditor Name	Invoice Description	Inclusive Amount
24-06-2026	Australian Tax Office	PAYG	34,983.00
30-06-2026	Australian Tax Office	PAYG	428.00
30-06-2026	BPAY	National charge	78.72
15-06-2026	BPOINT	Transfer fees	31.43
03-06-2026	Commonwealth Bank of Australia	Merchant bank fee - May 2026	31.65
11-06-2026	Fines Enforcement Registry	FER expenses	7,699.50
18-06-2026	Fines Enforcement Registry	FER expenses	265.50
24-06-2026	Fines Enforcement Registry	FER expenses	177.00
01-06-2026	National Australia Bank	Connect Fee	17.88
22-06-2026	National Australia Bank	Account fees	14.65
30-06-2026	National Australia Bank	Merchant fees - June 2026	650.97
30-06-2026	National Australia Bank	Merchant fees - June 2026	292.01
09-06-2026	Superchoice	Superannuation payment	50,231.47
10-06-2026	Superchoice	Superannuation payment	104.60
10-06-2026	Superchoice	Superannuation payment	97.89
19-06-2026	Superchoice	Superannuation payment	49,981.60
04-06-2026	Town of Cottesloe	Payroll - salaries and wages	247,881.75
18-06-2026	Town of Cottesloe	Payroll - salaries and wages	245,399.17
Other payments Total			\$ 638,366.79
TOTAL			\$ 2,603,113.11

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.2A: MONTHLY FINANCE REPORT - MAY 2026

TOWN OF COTTESLOE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2026

FOR THE PERIOD ENDED 31 MAY 2026			Amended Budget Estimates	YTD Budget Estimates	YTD Actual	Variance* \$	Variance* %	Var.
Note	(a)	(b)	(c)	(c) - (b)	((c) - (b))/(b)			
	\$	\$	\$	\$	%			
OPERATING ACTIVITIES								
Revenue from operating activities								
General rates	11,709,122	11,789,459	11,808,127	18,668	0.16%			
Rates excluding general rates	125,337	62,500	0	(62,500)	(100.00%)			▼
Grants, subsidies and contributions	397,658	309,325	187,190	(122,135)	(39.48%)			▼
Fees and charges	5,136,499	5,307,155	5,173,693	(133,462)	(2.51%)			
Interest revenue	704,100	320,000	328,357	8,357	2.61%			
Other revenue	298,018	257,600	262,335	4,735	1.84%			
Profit on asset disposals	(36,000)	33,000	90,014	57,014	172.77%			▲
	18,234,734	18,079,039	17,849,716	(229,323)	(1.27%)			
Expenditure from operating activities								
Employee costs	(8,457,818)	(7,837,857)	(7,670,990)	166,867	2.13%			
Materials and contracts	(8,596,496)	(7,590,074)	(6,663,724)	926,350	12.20%			
Utility charges	(320,100)	(293,425)	(283,318)	10,107	3.44%			
Depreciation	(3,320,987)	(3,044,238)	0	3,044,238	100.00%			▲
Finance costs	(204,180)	(190,542)	(98,104)	92,438	48.51%			▲
Insurance	(236,007)	(236,007)	(229,679)	6,328	2.68%			
Other expenditure	(244,462)	(178,719)	(288,608)	(109,889)	(61.49%)			▼
	(21,380,050)	(19,370,862)	(15,234,423)	4,136,439	21.35%			
Non cash amounts excluded from operating activities	2(c)	3,356,987	3,011,238	90,014	(2,921,224)	(97.01%)		▼
Amount attributable to operating activities		311,671	1,719,415	2,705,307	985,892	57.34%		
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	2,712,480	200,000	317,997	117,997	59.00%			▲
Proceeds from disposal of assets	156,802	100,014	90,014	(10,000)	(10.00%)			
Proceeds from financial assets at amortised cost - self supporting loans	35,069	36,026	36,026	0	0.00%			
	2,904,351	336,040	444,037	107,997	32.14%			
Outflows from investing activities								
Payments for property, plant and equipment	(558,492)	(797,535)	(493,393)	304,142	38.14%			▲
Payments for construction of infrastructure	(3,689,393)	(1,531,850)	(1,480,635)	51,215	3.34%			
Payments for financial assets at amortised cost - self supporting loans	35,802	36,026	36,026	0	0.00%			
	(4,212,083)	(2,293,359)	(1,938,002)	355,357	15.50%			
Amount attributable to investing activities		(1,307,732)	(1,957,319)	(1,493,965)	463,354	23.67%		
FINANCING ACTIVITIES								
Inflows from financing activities								
Contributions from trust	200,000	0	0	0	0.00%			
Transfer from reserves	190,000	0	0	0	0.00%			
	390,000	0	0	0	0.00%			
Outflows from financing activities								
Payments for principal portion of lease liabilities	(70,945)	(65,529)	(65,529)	0	0.00%			
Repayment of borrowings	(376,184)	(376,184)	(376,184)	0	0.00%			
Transfer to reserves	(489,773)	0	0	0	0.00%			
	(936,902)	(441,713)	(441,713)	0	0.00%			
Amount attributable to financing activities		(546,902)	(441,713)	(441,713)	0	0.00%		
MOVEMENT IN SURPLUS OR DEFICIT								
Surplus or deficit at the start of the financial year	2(a)	2,198,115	2,198,115	2,198,115	0	0.00%		
Amount attributable to operating activities		311,671	1,719,415	2,705,307	985,892	57.34%		▲
Amount attributable to investing activities		(1,307,732)	(1,957,319)	(1,493,965)	463,354	23.67%		▲
Amount attributable to financing activities		(546,902)	(441,713)	(441,713)	0	0.00%		
Surplus or deficit after imposition of general rates		655,152	1,518,498	2,967,744	1,449,246	95.44%		

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
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2026**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - specialised	77,905	377,080	93,989	(283,090)
Furniture and equipment	123,587	93,122	28,841	(64,280)
Plant and equipment	357,000	327,333	370,562	43,229
Acquisition of property, plant and equipment	558,492	797,535	493,393	(304,142)
Infrastructure - roads	1,941,214	316,733	875,676	558,943
Infrastructure - car parks	58,971	35,383	0	(35,383)
Infrastructure - drainage	40,000	41,333	23,600	(17,733)
Infrastructure - footpaths	400,000	320,000	247,183	(72,817)
Infrastructure - parks and ovals	1,099,208	581,465	230,982	(350,484)
Infrastructure - right of way	40,000	4,000	36,942	32,942
Infrastructure - other	110,000	232,936	66,253	(166,683)
Acquisition of infrastructure	3,689,393	1,531,850	1,480,635	(51,215)
Total of PPE and Infrastructure.	4,247,885	2,329,385	1,974,028	(355,357)
Capital Acquisitions Funded By:				
Capital grants and contributions	2,712,480	200,000	0	(200,000)
Other (disposals & C/Fwd)	156,802	100,014	90,014	(10,000)
Reserve accounts				
Information technology reserve	50,000		0	0
Right of way reserve	140,000		0	0
Contribution - operations	1,188,603	2,029,371	1,884,014	(145,357)
Capital funding total	4,247,885	2,329,385	1,974,028	(355,357)

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 31 MAY 2026**

FINANCING ACTIVITIES

10 BORROWINGS

Repayments - borrowings

Information on borrowings Particulars	Loan No.	1 July 2025	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Joint Library	107	1,717,951			(340,158)	(340,158)	1,377,793	1,377,793	(116,641)	(116,641)
Cottesloe Tennis Club	108	36,026			(36,026)	(36,026)	0	-0	(246)	(797)
		1,717,951	0	0	(340,158)	(340,158)	1,377,793	1,377,793	(116,641)	(116,641)
Self supporting loans										
Cottesloe Tennis Club		36,026	0	0	(36,026)	(36,026)	0	(0)	(246)	(797)
		36,026	0	0	(36,026)	(36,026)	0	0	(246)	(797)
Total		1,753,977	0	0	(376,184)	(376,184)	1,377,793	1,377,793	(116,887)	(117,438)
Current borrowings		376,184					362,662			
Non-current borrowings		1,377,793					1,015,131			
		1,753,977					1,377,793			

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 31 MAY 2026**

FINANCING ACTIVITIES

11 LEASE LIABILITIES

Movement in carrying amounts

Information on leases Particulars	Lease No.	1 July 2025	New Leases		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Depot facility	316	1,074,917			(63,680)	(69,096)	1,011,237	1,005,821	36,596	(38,721)
Folding machine	324	1,849			(1,849)	(1,849)	0	0	(21)	(21)
Total		1,076,766	0	0	(65,529)	(70,945)	1,011,237	1,005,821	36,575	(38,742)
Current lease liabilities		48,272					48,272			
Non-current lease liabilities		1,243,823					1,178,294			
		1,292,095					1,226,566			

All lease repayments were financed by general purpose revenue.

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.

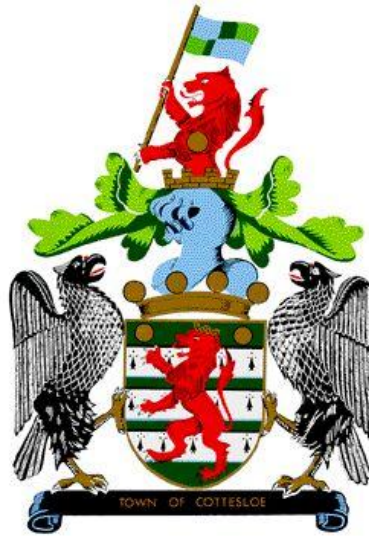
TOWN OF COTTESLOE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2026

14 BUDGET AMENDMENTS

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

Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
			\$	\$	\$	\$
Budget adoption						0
Increase of surplus at the start of financial year	OCM018/2026	Opening surplus(deficit)		884,152		884,152
ERP implementation increase	OCM190/2025	Operating expenses		40,000		924,152
Contributions from Trust						924,152
Contribution from cash in Lieu of POS to fund Harvey Field Playground	OCM131/2025	Financing activities outflow		200,000		1,124,152
Fees and Charges						1,124,152
Magic Apple lease	OCM018/2026	Operating revenue		130,000		1,254,152
Employee costs						1,254,152
Conversion of agency staff to permanent staff	OCM018/2026	Operating expenses		40,000		1,294,152
Materials and contracts						1,294,152
ERP Project increased expense	OCM018/2026	Operating expenses			(30,000)	1,264,152
Local planning strategy, Cottesloe village precinct & Town planning S4	OCM018/2026	Operating expenses		300,000		1,564,152
Foreshore marketing strategy	OCM018/2026	Operating expenses		40,000		1,604,152
Recreation Precinct masterplan	OCM018/2026	Operating expenses		20,000		1,624,152
Carpark 2 redevelopment	OCM018/2026	Operating expenses		110,000		1,734,152
Proceeds from capital grants, subsidies and contributions						1,734,152
Shared path design funding not included in the annual budget	OCM018/2026	Investing activities inflow			(1,670,000)	64,152
Payments for Property, Plant and Equipment						64,152
Deferred Civic Centre Painting	OCM018/2026	Investing activities outflow		50,000		114,152
Payments for construction of infrastructure						114,152
Deferred Civic Centre Playground	OCM018/2026	Investing activities outflow		300,000		414,152
Savings from Timber Shelter Renewals and Beach Access path	OCM018/2026	Investing activities outflow		50,000		464,152
Beach access path detailed design	OCM018/2026	Investing activities outflow		30,000		494,152
deferral of south cottesloe toilet project	OCM018/2026	Investing activities outflow		300,000		794,152
Civic centre playground	OCM018/2026	Investing activities outflow			(100,000)	694,152
John Black Dunne fountain savings	OCM018/2026	Investing activities outflow		20,000		714,152
Rates excluding general rates						714,152
Interim Rates below anticipated budget	OCM018/2026	Operating revenue			(30,000)	684,152
Grants, subsidies and contributions						684,152
No contributions to other community Amenities	OCM018/2026	Operating revenue			(30,000)	654,152
Fees and Charges						654,152
Lease revenue for Forrest street	OCM018/2026	Operating revenue			(30,000)	624,152
waste revenue under budget	OCM018/2026	Operating revenue			(100,000)	524,152
Town planning fees	OCM018/2026	Operating revenue		40,000		564,152
Materials on verge fees and Workzone fees	OCM018/2026	Operating revenue			(55,000)	509,152
Civic centre hire fees	OCM018/2026	Operating revenue			(20,000)	489,152
Parking infringements	OCM018/2026	Operating revenue			(275,000)	214,152
Building license	OCM018/2026	Operating revenue			(140,000)	74,152
Other Revenue						74,152
Ranger Services to local governments increase	OCM018/2026	Operating revenue		3,000		77,152
Employee costs						77,152
Required for professional memberships	OCM018/2026	Operating expenses			(10,000)	67,152
Work Cover payments offset WC	OCM018/2026	Operating revenue		120,000		187,152
Ranger backpay requirement	OCM018/2026	Operating expenses			(80,000)	107,152
Materials and contracts						107,152
Extraordinary election	OCM018/2026	Operating expenses			(45,000)	62,152
ERP Project will overrun budgeted expenses	OCM018/2026	Operating expenses			(150,000)	(87,848)
Minor Furniture and equipment	OCM018/2026	Operating expenses		40,000		(47,848)
budgeted industrial Agreement expenses	OCM018/2026	Operating expenses		3,000		(44,848)
People and culture contractor expenses	OCM018/2026	Operating expenses			(10,000)	(54,848)
Seaview Kindergarten Reactive plumbing	OCM018/2026	Operating expenses			(6,000)	(60,848)
waste operating expenses increase	OCM018/2026	Operating expenses			(100,000)	(160,848)
Civic centre property maintenance	OCM018/2026	Operating expenses		20,000		(140,848)
John Black Dunne Landscaping stage 3 Deferred	OCM018/2026	Operating expenses		50,000		(90,848)
Seaview Golf Club strategy	OCM018/2026	Operating expenses			(15,000)	(105,848)
Footpath maintenance (Contractor)	OCM018/2026	Operating expenses		20,000		(85,848)
Laneway maintenance	OCM018/2026	Operating expenses			(16,000)	(101,848)
Depot Lease budgeted twice	OCM018/2026	Operating expenses		110,000		8,152
Other expenditure						8,152
Parking Expenditure	OCM018/2026	Operating expenses		95,000		103,152
Proceeds from capital grants, subsidies and contributions						103,152
Shared path design funding not included in the annual budget	OCM018/2026	Investing activities inflow		400,000		503,152
Roads to recovery funding excluded from budget	OCM018/2026	Investing activities inflow		102,000		605,152
Payments for construction of infrastructure						605,152
New reticulation bore and pump near OBH deferred to FY26/27	OCM018/2026	Investing activities outflow		50,000		655,152
Savings realised on ROW works returned to reserve	OCM018/2026	Investing activities outflow		100,000		755,152
Transfer to reserves						755,152
Savings on ROW works to Right of way reserve	OCM018/2026	Financing activities outflow			(100,000)	655,152
Payments for construction of infrastructure						655,152
Low Cost Urban Road Safety Program	OCM057/2026	Investing activities outflow		1,169,014		1,824,166
Proceeds from capital grants, subsidies and contributions						655,152
Roads to Recovery and Main Roads funding	OCM057/2026	Investing activities inflow			(1,169,014)	655,152
				4,836,166	(4,181,014)	655,152

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.5A:
DRAFT LEASE AGREEMENT - COTTESLOE TENNIS
CLUB - JULY 2026**

Lease – Portion of Reserve 3235

Town of Cottesloe

Cottesloe Tennis Club Inc.



McLEODS

Lawyers

Stirling Law Chambers | 220 Stirling Highway
CLAREMONT WA 6010

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

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Ref: MM:COTT-56641

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DRAFT

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Details

Parties

Town of Cottesloe

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

Cottesloe Tennis Club Inc.

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

Background

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

Agreed terms

1. Definitions

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

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

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

Authorised Person means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessee's Agents includes:

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

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

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

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

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

Month or months means a calendar month;

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

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

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

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

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

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

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

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

Schedule means the Schedule to this Lease;

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

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

2. Minister for Lands' Consent

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

3. Grant of lease

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

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

4. Quiet enjoyment

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

5. Rent and other payments

5.1 Rent

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

5.2 Outgoings

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

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

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

5.3 Interest

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

5.4 Costs

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

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

5.5 Payment of Money

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

5.6 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

Not applicable.

7. Insurance

7.1 Insurance required

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

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

7.2 Building Insurance

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

7.3 Lessee to pay excess on insurance

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

7.4 Details and receipts

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

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

7.5 Not to invalidate

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

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

7.6 Report

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

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

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

7.7 Settlement of claim

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

7.8 Lessor as attorney

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

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

7.9 Lessee's equipment and possessions

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

8. Indemnity

8.1 Lessee responsibilities

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

8.2 Indemnity

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

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

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

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

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

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

8.4 No indemnity for Lessor's negligence

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

8.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination,

Pollution or Environmental Harm in, on or under the Premises or surrounding area

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

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

8.6 Limit of Lessor's liability

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

9. Maintenance, repair and cleaning

9.1 Generally

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

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

9.2 Comply with all reasonable conditions

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

9.3 Responsibility for repairing damage

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

9.4 Cleaning

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

9.5 Pest control

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

9.6 Lessor's Fixtures and Fittings

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

9.7 Responsibility for Securing the Premises

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

9.8 Safety and testing obligations

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

9.9 Drains

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

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

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

9.10 Acknowledgement of state of repair of Premises

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

10. Alterations

10.1 Restriction

The Lessee must not without prior written consent:

- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) install any new signage, including any illuminated or external facing signage, but not including any internal-facing sponsor signing signs no larger than 1.0 metre x 0.5 metre, at the Premises;
- (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
- (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises; or
- (e) subject to the performance of the Lessee's obligations in **clause 9**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

10.2 Consent

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

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

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

10.3 Cost of Works

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

10.4 Conditions

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

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

11. Use

11.1 Restrictions on use

(1) Generally

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

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

(2) No offensive or illegal acts

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

(3) No nuisance

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

(4) No dangerous substances

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

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

(5) No harm or stress

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

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor (which consent will not be unreasonably withheld provided that such sign, notice or advertisement complies with all relevant regulatory and planning approvals). For clarity, internal facing signs no larger than 1.0 metre x 0.5 metre and signs that are not illuminated are excluded from the requirement to obtain written consent of the Lessor in accordance with **clause 10.1(b)**.

(7) No smoking

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

(8) Removal of rubbish

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

(9) No pollution

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

(10) No electrical overloading

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

(11) Premises subject to Restriction

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

(12) Indemnity for costs

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

11.2 No Warranty

The Lessor gives no warranty:

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

11.3 Lessee to Observe Copyright

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

11.4 Premises Subject to Restriction

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

11.5 Handling of Food on the Premises

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

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

11.6 Indemnity for Costs

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

12. Alcohol

The Lessee covenants and agrees:

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

13. Lessor's right of entry

13.1 Entry on Reasonable Notice

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

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

13.2 Costs of Rectifying Breach

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

14. Statutory obligations and notices

14.1 Comply with Statutes

The Lessee must:

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

14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

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

14.3 No Fetter

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

15. Report to Lessor

The Lessee must immediately report to the Lessor:

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

16. Default

16.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;

- (b) the Lessee is in breach of any of the Lessee's Obligations for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 2015*, the association is wound up whether voluntarily or otherwise;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporations Act 2015*, the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated;
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits;
 - (i) the Lessee is a body corporate and an administrator is appointed, of the Lessee;
 - (ii) the Lessee is a body corporate and an application is made, an order is made, or, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Lessee to be wound up unless the winding up is for the purpose of reconstruction; or
- (i) the Lessee:
 - (i) becomes insolvent;
 - (ii) admits in writing the inability of the Lessee to pay its debts; or
 - (iii) is deemed to be insolvent.

16.2 Costs of Default Notice

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

16.3 Forfeiture

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

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

of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 19**,

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

16.4 Lessor may remedy breach

If the Lessee:

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

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

16.5 Acceptance of Amount Payable By Lessor

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

16.6 Essential Terms

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

16.7 Breach of Essential Terms

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

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

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of

the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

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

17. Damage or Destruction of Premises

17.1 Abatement of Rent

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

17.2 Total damage or destruction

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

18. Option to renew

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

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

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

19. Holding over

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

20. Obligation on Termination

20.1 Restore Premises

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

20.2 Yielding up

On Termination the Lessee must:

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

20.3 Remove property prior to Termination

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

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

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

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

20.5 Obligations to continue

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

21. Assignment, sub-letting and charging**21.1 No assignment or sub-letting without consent**

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

21.2 Change in Ownership of Shares

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

21.3 Property Law Act 1969

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

21.4 Costs for assignment and sub-letting

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

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

whether or not the assignment or sub-letting proceeds.

21.5 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

22. Disputes

22.1 Referral of Dispute: Phase 1

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

22.2 Referral of Dispute: Phase 2

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

22.3 Appointment of Arbitrator: Phase 3

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

22.4 Payment of Amounts Payable to Date of Award

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

23. Caveat

23.1 No absolute caveat

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

23.2 CEO and Lessor as attorney

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

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

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

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

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

23.3 Ratification

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

23.4 Indemnity

The Lessee indemnifies the Lessor against:

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

24. Goods and services tax

24.1 Definitions

The following definitions apply for the purpose of this clause:

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

24.2 Lessee to pay GST

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

24.3 Consideration in Kind

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

24.4 No Contribution from Lessor

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

24.5 Statement of GST paid is Conclusive

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

24.6 Tax Invoices

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

24.7 Reciprocity

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

25. Consents

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

26. Commercial Tenancy Act

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

27. Notice**27.1 Form of delivery**

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

- (a) by delivery to the Party personally;

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

27.2 Service of Notice

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

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

27.3 Signing of Notice

A Notice to a Party may be signed:

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

27.4 Notice Details

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

(a) **Lessee**

Address: 20 Napier Street

Attention: President

Email: president@cottesloetennis.com.au

(b) **Lessor**

Address: 109 Broome Street, Cottesloe, Western Australia 6753

Attention: Chief Executive Officer

Email: ceo@cottesloe.wa.gov.au

28. General Provisions

28.1 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

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

28.2 Acts by agents

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

28.3 Statutory powers

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

28.4 Severance

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

28.5 Variation

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

28.6 Moratorium

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

28.7 Further assurance

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

28.8 Waiver

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

28.9 Governing law

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

29. Additional terms, covenants and conditions

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

Schedule

Item 1 Land

Reserve 3235 being land more particularly described as:

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

Item 2 Premises

That part of the Land outlined in green on the plan annexed hereto as **Annexure 1**, together with all buildings, structures, alterations, additions and improvements on that part of the Land or erected on that part of the Land during the Term

Item 3 Term

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

Item 4 Further Term

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

Item 5 Commencement Date

1 July 2026

Item 6 Rent

One dollar (\$1.00) payable on demand

Item 7 Permitted Purpose

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

Item 8 Public Liability Insurance

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

Item 9 Rent Review

Not applicable

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

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

(2) Review of Lease

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

(3) Strategic Plan

- (a) The Lessee must provide the Lessor with a 5 year strategic plan, to include any capital works to be undertaken on the Premises, **which plan may be** to the satisfaction of the Lessor, on every fifth anniversary of the Commencement Date.
- (b) The parties acknowledge and agree that the first strategic plan will be provided within the first year of the commencement of the Lease and thereafter by the fifth anniversary of each Commencement Date.

(4) Annual Report

- (a) The Lessee must provide to the Lessor on an annual basis a report on the Lessee's operations at the Premises, which outlines the Lessee's achievements that are to **be to** the satisfaction of the Lessor in relation to the strategic plan referred to in **Item 10(3)** above.

- (b) In the event of a dispute in relation to the Lessee's achievements as referred to in **Item 10(3)** and **Item 10(4)(a)**, the dispute provisions at **clause 22** shall prevail.

(5) Property Condition Report

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

Signing page

EXECUTED by the parties as a Deed

2026

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

Signature of Shire President

Full name of Shire President

Signature of Chief Executive Officer

Full name of Chief Executive Officer

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

OFFICE HOLDER SIGN

Office Held:
Full Name
Address

OFFICE HOLDER SIGN

Office Held:
Full Name
Address

Annexure 1 – Plan of Premises



Annexure 2 – Property Condition Report

Cottesloe Tennis Club – 17 Napier Street

Property Condition report

December 2025

Buildings

Main Building – Clubhouse - Internal

Coach/Proshop

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

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

Coach-stringing room/storeroom

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

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

Function room

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

Meeting room

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

Meetingroom-storeroom

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

Sets room

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

Kitchen

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

Bar

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

Toilet passage

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

Universally accessible toilet (UAT)

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

Male toilet

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

Female toilet

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

Public toilet

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

Main Building – Clubhouse External**Roof**

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

West façade

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

North façade

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

East façade

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

South façade

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

Old Curator's shed

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

Old Curator's shed - Internal

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

Committee room

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

Kids room/store rooms

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

Old Curator's shed - External**Roof**

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

West façade

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

North façade

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

East façade

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

South facade

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

New Curator's shed - Internal**Workshop/machinery storage area**

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

Volunteer Gardener's storage area

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

New Curator's shed - External**South façade**

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

West façade

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

North façade

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

East façade

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

Roof

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

Other External Structures**Paths - brick paved**

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

Practice wall

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

Playground

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

Internal concrete paths, stairs and minor retaining walls

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

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

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

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

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

Grass courts

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

Hard courts

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

Boundary fences

Western Boundary Fence

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

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

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

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

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

Northern Boundary Fence

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

Eastern Boundary Fence

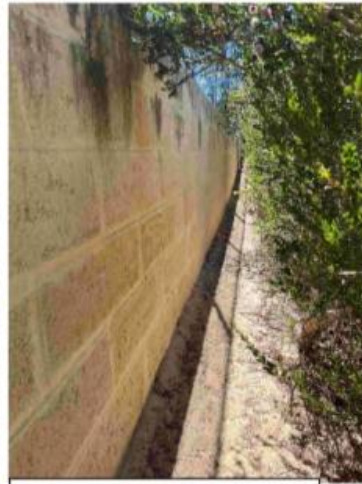
The eastern boundary fence of the CTC is 146.6m long (photos 16 to 22). There is a section at the northern end that is rotating outwards slightly and there is a post that is significantly corroded at a joint in the post near the top (photo 17). There is a gate in the fence around the mid point where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

Southern Boundary Fence

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



1 Retaining wall SW 1



2 Retaining wall SW 2



3 Retaining wall SW Minor damage



4 Western boundary fence



5 Western boundary fence Damaged drainage



6 Western boundary fence - Drainage grate



7 Western boundary fence - Old drainage grate



8 Western boundary fence - Hard court retaining north



9 Western boundary fence - Turf court section



10 Western boundary fence - Turf court section gate



11 Lawn clippings dumped outside NW corner boundary fence



12 Northern boundary fence



13 Northern boundary fence - Minor rotation



14 Northern boundary fence - Mid bend



15 Boundary fence - NE corner



16 Eastern boundary fence - Minor rotation



17 Eastern boundary fence - Minor rotation and rust



18 Eastern boundary fence - Green waste disposal skip



19 Eastern boundary fence - Pedestrian gate and water meter



20 Eastern boundary fence - SE corner



21 Eastern boundary fence - Minor rotation and rust



22 Southern boundary fence



23 Southern boundary fence - Minor fence rotation



24 Main entry Southern boundary fence



25 Southern boundary fence retaining wall



26 Southern boundary fence retaining wall



27 Southern boundary fence retaining change to limestone



28 Southern boundary fence additional retaining terrace SW corner



29 SW hard courts



30 Hard court retaining 1



31 Hard court retaining Minor
damage 1



32 Hard court lighting and Power DB



33 Hard court retaining 2



31a Hard court retaining Minor damage2



34 Grass courts Bay 5



35 Grass courts Bay 4



36 Grass courts Bay 3



37 Grass courts Bay 2



38 Grass courts Bay 1



39 Internal concrete paths



40 Internal concrete paths and stairs



41 Internal concrete paths and stairs - damaged path



42 Internal concrete paths and stairs



43 Internal concrete paths and stairs



44 Internal concrete paths and stairs



45 Minor internal retaining walls



46 Minor internal retaining walls



47 Minor internal retaining walls



48 Minor internal retaining walls



49 Children's playground



50 Concrete practice wall



51 Concrete practice wall and old play equipment



52 Concrete practice wall - Minor cracking



53 Exposed aggregate concrete veranda



54 Brick paved path



55 Brick paved path



56 Brick paved path



57 Brick paved path



58 Brick BBQ



59 Internal concrete paths -
damaged path



60 Main Building - East facade



61 Main Building - North facade



62 Main Building - West facade 1



63 Main Building - West facade 2



64 Main Building - West facade 3



65 Main Building - West facade HWS



66 Main Building - West facade -
Fretting mortar



67 Main Building - South facade



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



69 Main Building - South facade -
Awning soffit damage



70 Curator's shed - East facade



71 Site main switchboard



72 Curator's shed - North facade



73 Curator's shed - West facade



74 Curator's shed - South facade



75 Curator's shed - Roof



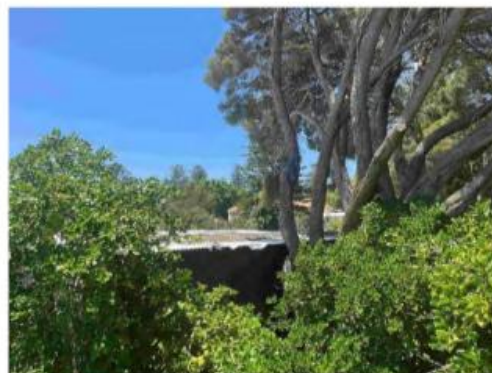
76 Curator's shed - Internal



77 Old Curator's shed - East facade



78 Old Curator's shed - North facade



79 Old Curator's shed - Roof damage



80 Old Curator's shed - West facade



81 Old Curator's shed - South facade



82 Old Curator's shed - Internal 1



83 Main building function room



84 Main building function room 2



85 Main building - Bar area



86 Main building - Kitchen area



87 Main building - Meeting room



88 Main building - Store room



89 Main building - Toilet passage



90 Main building - Ladies Toilet



91 Main building - Mens Toilet



92 Main building - UAT



93 Main building - Public toilet



94 Main building - Sets room



95 Curator's shed - Volunteer Gardener's room

Annexure 3 – Minister for Lands' Consent

DRAFT